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IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: **2025-111881**

In the matter between:

Sakeliga NPC,Transvaal Agricultural Union of South Africa,CT van der Merwe Boerdery (Pty) Ltd,Twyfel Nie Plase (Pty) Ltd,Blouberg Sitrus (Pty) Ltd,Pontdrif Citrus (Pty) Ltd,Corfuscore (Pty) Ltd,Mosima Beleggings (Pty) Ltd	Plaintiff / Applicant / Appellant
and	
Minister of Water and Sanitation,Director-General of Water and Sanitation,Department of Water and Sanitation	Defendant / Respondent

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Notice of Motion (Long Form)

NOTE: **This document was filed electronically by the Registrar on 11/7/2025 at 10:45:34 AM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.**

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PRETORIA

ELECTR SIGNED BY:

Registrar of High Court of South Africa , Gauteng Division,Pretoria

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	First Applicant
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	Second Applicant
CT VAN DER MERWE BOERDERY (PTY) LTD	Third Applicant
TWYFEL NIE PLASE (PTY) LTD	Fourth Applicant
BLOUBERG SITRUS (PTY) LTD	Fifth Applicant
PONTDRIF CITRUS (PTY) LTD	Sixth Applicant
CORFUSCORE (PTY) LTD	Seventh Applicant
MOSIMA BELEGGINGS (PTY) LTD	Eighth Applicant

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and

MINISTER OF WATER AND SANITATION	First Respondent
DIRECTOR-GENERAL DEPARTMENT OF WATER AND SANITATION	Second Respondent
DEPARTMENT OF WATER AND SANITATION	Third Respondent

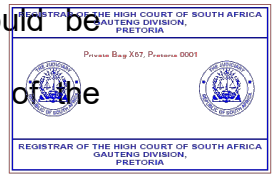
NOTICE OF MOTION

TAKE NOTICE that the above-mentioned Applicants will make application to this Honourable Court on the _____ **2025** at **10h00** for an

order in the following terms:

1 That it is declared that water use charges in terms of the *National Water Act*, 36 of 1998 in respect of water utilized for commercial irrigation and/or other commercial purposes by private individuals or entities is subject to a three year prescription period in terms of Section 11(d) of the *Prescription Act*, 68 of 1969;

2 That it is declared that a three year prescription period would be applicable in respect of the following accounts for water use of the relevant Applicants:



2.1 The Third Applicant – account numbers 100337470 and 100363209;

2.2 The Fourth Applicant – account numbers 100212260, 100336650 and 100338379;

2.3 The Fifth Applicant – account numbers 100341100 and 100113490;

2.4 The Sixth Applicant – account numbers 101196529, 101196511 and 100154438;

2.5 The Seventh Applicant – account numbers 101889668, 101921199 and 101199141;

2.6 The Eighth Applicant - account numbers 100372796, 100372757, 100372838 and 100216878.

3 That the Respondents are ordered to provide to the Applicants' attorneys complete itemized statements, together with all relevant invoices, in respect of all the accounts mentioned in prayer 2 and the sub-prayers thereto, dealing with all amounts claimed to be owed, within 60 (sixty) calendar days from date of this order;

4 That the First to Third Respondents are ordered to pay the costs of this application on Scale C;

5 That further and/or alternative relief be granted.



KINDLY TAKE NOTICE that the accompanying Founding Affidavit of **TOBIAS VIVIAN ALBERTS**, together with annexures and confirmatory affidavits thereto, will be used in support of the application.

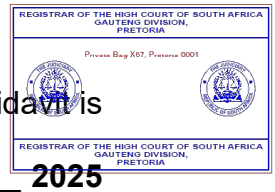
TAKE FURTHER NOTICE that the Applicants have appointed attorneys **KRIEK WASSENAAR & VENTER INCORPORATED**, with address mentioned hereunder, as attorneys and as address at which it will accept all documents, correspondence, notices and pleadings herein.

TAKE FURTHER NOTICE that if you intend opposing this application you are required:

(a) to firstly notify the Applicants' attorneys in writing within 15 (fifteen) days of service of this application upon you; and

(b) secondly within 15 (fifteen) days, after having served notice of intention to oppose the application, to file your Answering Affidavit, if any;

FURTHER TAKE NOTICE that you are required to appoint in such notification an address referred to in Rule 6(5)(b) at which you will accept notice and service of all documents in these proceedings.



If no such notice of intention to oppose be given, or if the answering affidavit is not filed in time, the application will be made on _____ **2025** at **10h00.**

KINDLY SET THE MATTER DOWN FOR HEARING ACCORDINGLY.

SIGNED at **PRETORIA** on **4 JULY 2025**.

KRIEK WASSENAAR & VENTER INC
ATTORNEYS FOR THE APPLICANTS
3rd Floor, HB Forum Building
13 Stamvrug Street, Val De Grace
Pretoria
Tel: 012 803 4719
E-mail: rohann@kriekprok.co.za
liam@kriekprok.co.za
REF: R Eloff/L Enslin/QB1248

TO: **THE REGISTRAR OF THE ABOVE HONOURABLE COURT PRETORIA**

AND TO: **MINISTER OF WATER AND SANITATION**
FIRST RESPONDENT
185 Francis Baard Street,
Sedibeng Building,
10th Floor, Room 1029,
Pretoria, Gauteng

SERVICE BY SHERIFF



AND TO: **DIRECTOR-GENERAL DEPARTMENT OF WATER AND SANITATION**
SECOND RESPONDENT
Sedibeng Building,
185 Francis Baard Street,
Pretoria, Gauteng

SERVICE BY SHERIFF

AND TO: **DEPARTMENT OF WATER AND SANITATION**
THIRD RESPONDENT
Sedibeng Building,
185 Francis Baard Street,
Pretoria, Gauteng

SERVICE BY SHERIFF

AND TO: **THE STATE ATTORNEY**
316 Thabo Sehume Street,
Pretoria, Gauteng

SERVICE BY SHERIFF

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IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: **2025-111881**

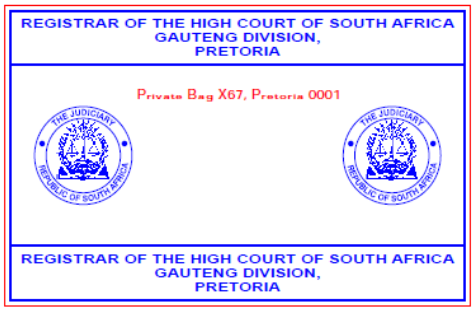
In the matter between:

Sakeliga NPC,Transvaal Agricultural Union of South Africa,CT van der Merwe Boerdery (Pty) Ltd,Twyfel Nie Plase (Pty) Ltd,Blouberg Sitrus (Pty) Ltd,Pontdrif Citrus (Pty) Ltd,Corfuscore (Pty) Ltd,Mosima Beleggings (Pty) Ltd	Plaintiff / Applicant / Appellant
and	
Minister of Water and Sanitation,Director-General of Water and Sanitation,Department of Water and Sanitation	Defendant / Respondent

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Founding Affidavit

NOTE: **This document was filed electronically by the Registrar on 14/7/2025 at 9:13:10 AM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.**



ELECTRONICALLY SIGNED BY:

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IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	First Applicant
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	Second Applicant
CT VAN DER MERWE BOERDERY (PTY) LTD	Third Applicant
TWYFEL NIE PLASE (PTY) LTD	Fourth Applicant
BLOUBERG SITRUS (PTY) LTD	Fifth Applicant
PONTDRIF CITRUS (PTY) LTD	Sixth Applicant
CORFUSCORE (PTY) LTD	Seventh Applicant
MOSIMA BELEGGINGS (PTY) LTD	Eighth Applicant

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and

MINISTER OF WATER AND SANITATION	First Respondent
DIRECTOR-GENERAL DEPARTMENT OF WATER AND SANITATION	Second Respondent
DEPARTMENT OF WATER AND SANITATION	Third Respondent

FOUNDING AFFIDAVIT

I, the undersigned,

TOBIAS VIVIAN ALBERTS

hereby declare under oath that:

1 I am a major legal officer of the first applicant, with its registered address at Block A, Floor 5, Loftus Park, 416 Kirkness Street, Arcadia, Pretoria, Gauteng Province.

2 The facts contained in this affidavit fall within my personal knowledge, save where otherwise indicated or where the contrary is evident from the context hereof, and are true and correct. Where I make legal submissions herein, I do so on the advice of the applicant's legal representatives.

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3 I am duly authorised to institute this application on behalf of the applicants. As proof of the aforesaid, I attach hereto copies of resolutions adopted and/or power of attorneys signed by the applicants, marked **FA01**, **FA02**, **FA03**, **FA04**, **FA05**, **FA06**, **FA07** and **FA08** respectively.

THE PARTIES

THE APPLICANTS

4 The first applicant is Sakeliga NPC, a non-profit company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 2012/043725/08 and registered address/principal place of business at Building A, Fifth Floor, Loftus Park, 402 Kirkness Street, Arcadia, Pretoria.

5 The second applicant is the Transvaal Agricultural Union of South Africa, a voluntary association with its members being commercial farmers across the Republic of South Africa. The second applicant has its address at 194 James Dr, Silverton, Pretoria.

6 The third applicant is CT Van der Merwe Boerdery (Pty) Ltd, a company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 1997/015461/07 and registered address/principal place of business Plaas Kwaggasbult, Dendron, Limpopo, 0715.

7 The fourth applicant is Twyfel Nie Plase (Pty) Ltd, a company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 1996/010129/07 and registered address/principal place of business at Plaas Kwaggasbult, Dendron, Limpopo, 0715.

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8 The fifth applicant is Blouberg Sitrus (Pty) Ltd, a company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 2000/011389/07 and registered address/principal place of business at Plaas Fraaifontein, MS447, Vivo, Limpopo.

9 The sixth applicant is Pontdrif Citrus (Pty) Ltd, a company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 1996/013207/07 and registered address/principal place of business at Plaas Fraaifontein, MS447, Vivo, Limpopo.

10 The seventh applicant is Corfuscore (Pty) Ltd, a company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 2014/049788/07 and registered address/principal place of business at Office No 11, JCJ Corner Building, 2 Biccard Street, Polokwane, Limpopo, 0699.

11 The eighth applicant is Mosima Beleggings (Pty) Ltd, a company duly incorporated in terms of the relevant legislation in the Republic of South Africa with registration number 1998/015635/07 and registered address/principal place

of business Office No 11, JCJ Corner Building, 2 Biccard Street, Polokwane, Limpopo, 0699.

THE RESPONDENTS

12 The first respondent is the Minister of Water and Sanitation, the Minister in the cabinet responsible for the said department with address at 185 Francis Baard Street, Pretoria. The papers will also be served on the office of the State Attorney, Pretoria, being 316 Thabo Sehume Street, Pretoria.

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13 The second respondent is the Director-General of the Department of Water and Sanitation, the official appointed as such with address at 185 Francis Baard Street, Pretoria. The papers will also be served on the office of the State Attorney, Pretoria, being 316 Thabo Sehume Street, Pretoria.

14 The third respondent is the Department of Water and Sanitation. The said Government Department in the National sphere with address at 185 Francis Baard Street, Pretoria. The papers will also be served on the office of the State Attorney, Pretoria, being 316 Thabo Sehume Street, Pretoria.

THE PURPOSE OF THE APPLICATION

15 The purpose of this application is to request declaratory relief to the effect that water use charges on water use for commercial and agricultural purposes are subject to a three-year prescription period.

16 The application specifically relates to water use charges under the National Water Act, 36 of 1998 (hereafter referred to “NWA” or “the Act”) and in particular,

only where such water is used in the private sector for agricultural or other commercial activities.

17 In respect of the relevant applicants, relief is also sought to the effect that they should be provided with detailed statements of account and/or all associated invoices, but this will, *inter alia*, assist in determining which component of amounts on statements has been extinguished by prescription. The relief sought is set out in the notice of motion.

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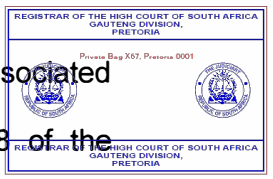
LOCUS STANDI OF THE FIRST APPLICANT

18 The first applicant is a business interest organisation with a basis of supporters and associated members and businesses.

19 The first applicant, *inter alia*, promotes free market and economic prosperity and strives to create a favourable business environment in the interest of its associated members and the common good. The first applicant is a regular public interest litigant where it, *inter alia*, litigates in pursuit of the realisation of important constitutional rights of its associated members. This is also such a case. Almost all of the associated members of the first applicant are South African citizens or entities owned and/or managed by South African citizens. A large number of these associated members lawfully utilize water in their enterprises. In various instances, this would also include existing lawful water uses as defined in section 32 of the NWA. There are also "new" rights that were conferred in terms of the NWA.

20 The purposes for which such water is utilized by associated members would include agriculture, industrial manufacturing and mining.

21 The conduct complained of in this application, *inter alia*, limits and/or infringes on the Constitutional rights of the associated members of the first respondent. As contemplated in sections 22, 32, 33 and/or 34 of the Constitution of the Republic of South Africa, 1996 ("the Constitution"), the conduct complained of severely impacts the profitability of the commercial enterprises and seeks to enforce substantial amounts of prescribed debt.



22 The first applicant institutes this application in the interest of its associated members, the public interest, and in its own interest. Section 38 of the Constitution enables it to do so.

LOCUS STANDI OF THE SECOND APPLICANT

23 The second applicant is a voluntary association representing various commercial farmers across South Africa.

24 A large number of these farmers are commercial irrigators. They lawfully use water to grow various crops, food and vegetables. They do so utilizing existing lawful uses and/or with licences/authorizations issued under the NWA.

25 A large number of these members have contacted the second applicant and complained about the fact that the Department of Water and Sanitation ("the Department") is attempting to enforce prescribed debt for water use charges against them.

26 The position of the members of the second applicant is similar to that of the associated membership of the first applicant. Their constitutional rights in terms of section 22, 32, 33 and 34 of the Constitution are also infringed on.

27 The second applicant brings this application in the interest of its members and in the public interest and also in its own interest. It also relies on section 38 of the Constitution to do so. The third and further applicants are all members of the Second Applicant.

LOCUS STANDI OF THE THIRD AND FURTHER APPLICANTS

28 The third and further applicants are commercial irrigation farmers. As part of their farming operations, they irrigate under existing lawful uses or licences issued in terms of the NWA. These entities are owned and managed by South African citizens.

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29 It appears that payment in respect of water use charges has been demanded from the third and further applicants. These applicants dispute liability on the basis of *inter alia* prescription. It is submitted that in any proceedings to enforce the alleged debt, the respondents would be limited to collecting only three years' debt from the commencement date of the litigation.

30 The Department is constantly threatening legal action against these irrigators but has not commenced any proceedings in a court of law. All of the Applicants require legal certainty on the questions posed herein.

31 The position of each respective applicant, who is a commercial irrigator, will be dealt with *infra*.

32 The third and further applicants bring this application in their own interest and in the public interest in terms of section 38 of the Constitution. Their constitutional rights in terms of section 22, 32, 33 and 34 of the Constitution have been infringed on.

BACKGROUND

33 The NWA has been in force since 1 October 1998.

34 As has previously been indicated, the water uses of a number of the applicants, who are commercial irrigators, derive from existing lawful uses that were already been used when the previous legislation was still in force. The Water Act, 54 of 1956, has been repealed by the NWA. Section 98 of the NWA still gives the old act some relevance since it keeps Water Boards/Irrigation Boards operational for some time. These bodies have the same powers that they used to have under the old Act.

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35 The 1956 Act drew a clear distinction between "rates" and "charges".[1]

36 Under the old Act a "rate" could be imposed irrespective of the water user concerned actually receiving the relevant public water, or not. It was a prerequisite for any "charge" that the actual supply or distribution of the water should occur.

37 This information is provided for background purposes. It appears that the water uses of the relevant applicants do not resort under the control of the Water Board or Irrigation Board operating under the transitional provisions of the NWA.

38 The NWA uses the phrase "water use charge". This application is primarily focused on the legal question whether water use charges under the NWA are extinguished by prescription and in particular a three-year period of prescription.

[1] See section 66, 90, 92, 116, 138F and 179A of the repealed 1956 Act

39 Section 56 of the NWA stipulates that the Minister may determine a pricing strategy for charges of any water use in the framework of existing relevant government policy in concurrence with the Minister of Finance. I do not currently go into detail about the method of compiling the pricing strategy and the factors to be considered. For current purposes, it suffices to say that it is admitted that in principle water use charges may be charged under the current legislation. During legal argument, reference will be made to particular sections of the NWA as and when necessary.

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40 It is important to know that section 57(5) of the NWA dictates that:

"*No charge under this Act* **may be of such a nature as to constitute the imposition of a tax, levy or duty.**"

41 In this regard it is worth mentioning that this places water use charges under the NWA under a similar footing to a "charge" under the previous Act. The position may, however, be different in respect of "rates" imposed by an Irrigation Board. Such a debt (which is not the relevant one in question for this application) would only prescribe after 30 years.

42 Where payment has been claimed from the various applicants for water use charges, it will be shown that constantly debt of older than three years is also being claimed.

43 The situation is made worse by the fact that for many years the Department has not furnished proper invoices and/or statements. There is still a complaint that some statements actually only show a balance that is claimed to be due and

owing. No real breakdown, dates and information is provided in various instances.

44 Section 11 of the Prescription Act, 68 of 1969, deals with the periods of prescription. Section 11(a) dictates, *inter alia*, that a 30-year prescription period applies in respect of "any debt in respect of any taxation imposed or levied by or under any law".

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45 Section 11(d) indicates that:

"Save where an Act of Parliament provides otherwise, three years in respect of any other debt."

46 It is submitted that this is the relevant timeframe applicable to water use charges for the water utilised for commercial and/or agricultural purposes. As has already been alluded to, water use charges are not a tax and accordingly and accordingly the 30-year period is not applicable.

47 The first respondent has a regulatory power to require that the use of water from a source should be monitored, measured and recorded. Section 59(1) of the NWA indicates that water use charges may only be made in respect of water used to which a person is voluntarily committed and must bear a direct relationship to the water use in question.

48 Currently the third and further applicants, and many others in a similar position (who are possibly not even members or supporters of the first and second applicants) are being harassed by the Departments' appointed debt collectors and/or attorneys. This harassment is an attempt to enforce *inter alia* prescribed debt. In most instances the debt older than 3 years will be the biggest component

of the arrears claimed. Despite the harassment, the Department has never issued summons so that a Court can decide the question. This forces the hand of the applicants into bringing this application. There is clearly a dispute in relation to prescription on the relevant water use charges.

49 When the position of the various irrigators is set out, I will also touch on the enforcement attempts in respect of each relevant water user.

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50 The applicants need clarity on the legal position. Whilst payment is constantly demanded, there appears to also be legal uncertainty on the side of the respondents. This makes it very difficult to do financial planning and budgeting for those depending on lawful water use as part of their business operation/s. The constant harassment by the debt collectors has also become disruptive to business.

51 If the prescribed debt can also be enforced (the applicants respectfully contend this is not the case) it will have a severe impact on many water users and, in particular, commercial farmers. In respect of some operations, this will lead to reduction of production, retrenchment of employees and even the total financial demise of some farming operations.

52 In some meetings of the second applicant's representatives with officials from the Department, those officials admitted that water use charges would prescribe and that only charges for the last three years could effectively be claimed. This has transpired at a meeting with the departmental officials on 29 October 2021. During the said meeting Mr Peter Senwamadi Matomi on behalf of the Department admitted that prescription would occur after three years.

53 I annexed correspondence dated 12 December 2022 to the Minister of Water Affairs and Sanitation by the general manager of the second applicant, Mr Bennie van Zyl, hereto as Annexure "**FA09**". Under the heading "LIMITATION OF CHARGES" it is recorded that:

"During TLU SA's meeting with the Department of Water Affairs and Sanitation on 29 October 2021, it was recognised by the Department's representative that the payment of water is a charge in terms of legislation. Accounts are therefore only valid for the preceding three years in terms of the prescription act."

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54 The respondents never responded to this correspondence disagreeing with this position. It however appears that the respondents have changed their tune over time. The applicants' attorneys of record dispatched a letter of demand dated 30 April 2024 to the Director-General and the Department. Copies of the correspondence and proof of transmission is annexed hereto as Annexure "**FA10**" and "**FA11**". At the time the correspondence was only directed on behalf of the first two applicants. The correspondence complained of various accounting errors in paragraph [11] thereof.

55 In paragraph [12] of the letter, it is recorded that reports have been received at certain water users, particularly in Limpopo and Gauteng Provinces, have been issued with summons concerning alleged debts to the Department. The letter records:

"Consequently, a significant number of water users across South Africa, have been subjected to intimidation by debt collectors and are compelled to incur considerable expenses in defending themselves against claims primarily composed of prescribed amounts."

56 Paragraph [16] indicates that:

"While our clients remain perplexed by the Department's abandonment of the correct legal position, it will be surmised that this has been undertaken to (unlawfully) increase its revenue."

57 Paragraph [17] of the letter demanded that the Department seize all unlawful collection endeavours against water users concerning prescribed water charges. Paragraph [20] of the correspondence demanded a response by no later than 5 May 2024, failing which the first and second applicants reserve the right to approach the High Court for relief.

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58 Response was received from the Department which is dated 13 May 2024. I annex a copy thereof hereto as Annexure "**FA12**". Paragraph [2] of the letter in reply indicates that:

"Kindly note that the water use charges, and water research levies are applied to give effect to the progressive realisation of the right to access to water in terms of Section 27(1) of the Constitution. The water use charge imposed to your client does not constitute a debt as contemplated by the Prescription Act, but an obligation arising out of the Constitution of the Republic of South Africa and the National Water Act, 98 of 1998 (NWA) …."

59 The applicants strongly disagree with this statement. It has already been indicated that water utilized for commercial purposes and related water use charges are unrelated to section 27 of the Constitution. Paragraph [3] of the letter from the Department places reliance on the unreported case in ***Minister of Water and Sanitation v Amathole District Municipality***. The Department

indicates that in the said case the Court "*concurred with the aforesaid assertion and concluded that prescription does not apply to water use charges*".

60 All applicants, once again, strongly disagree with this assertion. It will be argued at the hearing that the said case was incorrectly decided and can also be distinguished from the current case at hand. It is also no binding president.

61 For the purposes of completeness, I annex a copy of the judgment in ***Minister of Water and Sanitation v Amathole District Municipality*** hereto as Annexure "**FA13**". I refer to it hereafter as "the judgment".

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62 It is firstly important to note that the judgment is by a single judge (the Honourable Judge Griffiths) in another Division.

63 It is also important to note that the defendant in that matter was an Organ of State, being a municipality. The current applicants before Court are not Organs of State and do not represent organs of state. The litigants before Court are in the private sector and they (or their members/supporters) utilise water for agricultural and/or other commercial purposes. The unreported judgment appears (at best) be authority for the over-broad proposition as between Organs of State, the payment of a statutory liability or debt is may possibly be regarded as a constitutional obligation and on that basis can possibly not prescribe.

64 It, with respect, appears that there are a number of errors in the judgment. In paragraph [11] of the judgment, reference is made to an earlier case where an exception was dismissed. Griffiths J, accordingly, found that the matter was *res judicata*.

65 As a matter of law, dismissals of exceptions are normally not dispositive of the legal issues and, accordingly, the question of *res judicata* cannot arise. The reasoning of the Honourable Judge, accordingly, with respect, appears to be incorrect. For the purposes of prescription, a "debt" should have an ordinary dictionary meaning, such as money, goods or services, which one person is under an obligation to pay or render to another. This would apply to water use charges under the NWA.

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66 There is no rational obligation to distinguish between (alleged) Constitutional obligations and other obligations to pay an amount of money. This would lead to a situation where a "debt" has one meaning under one set of circumstances and another meaning under other circumstances. This would be contrary to the rule of law requiring certainty and the fundamental principle of equality before the law.

67 There is no provision in the Constitution which expressly elevates an ordinary debt into a Constitutional obligation.

68 The NWA is legislation enacted to give effect to Section 24 and 25(8) of the Constitution and not Section 27 thereof.

69 The respondents (and with respect, also the judgment) also appear not to appreciate that Section 36 of the Constitution expressly allows rights in the Bill of Rights to be limited in terms of law of general application to the extent that such limitation is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom. At the very least, the Prescription Act is also such a law of general application. Full legal argument will be advanced on the judgment when the case is heard. In summary, it suffices to say that the

applicants are of the view that it is not binding, distinguishable from their position, and wrongly decided.

70 Legal certainty on the issue is required, especially with a specific focus on the position of commercial irrigators and other role players in the private sector who utilises water for commercial purposes.

71 I now turn to deal with the position of the various applicants from whom payment of water use charges is being claimed. In various instances these applicants do not have all the invoices, statements and other paperwork available to them. It, however, becomes clear that the general approach is to also claim prescribed debt (older than 3 years) from them. This is the position in respect of all of the third and further applicants.

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72 Since the focus of this application is on the prescription-issue and liability for payment, this will also be where the focus of the discussion in respect of the irrespective water user applicants will be.

73 I do not intend to quote extensively from all the correspondents in relation to all the water user applicants. The correspondence from the Department is largely generic in nature.

CT VAN DER MERWE BOERDERY (PTY) LTD

74 This entity received two letters of demand for a debt which appears to be largely older than three years. I annex the two letters hereto as Annexures "**FA14**" and "**FA15**" respectively.

75 In respect of account number 100337470 the amount of R310,160.35 is claimed. In respect of account number 100363209 the amount of R255,768.54 is claimed, these demands are generic in nature and are all dated 27 September 2023. Importantly, the demands make no reference to an alleged constitutional duty to effect payment. The correctness of the particulars in all letters of demand in respect of all relevant applicants is disputed. At the very least a large part of the alleged liability has been extinguished by prescription.

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76 Paragraph [9] of the generic letters of demand threatens legal action and the issuing of summons, listing at credit bureaus, applying for default judgment and publishing of the name of the debtor, execution steps and the discontinuation and restriction of services.

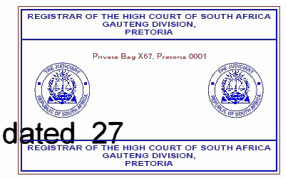
77 In various instances the notices are also non-sensible, threatening that reconnection fees would be charged, etc. In many instances the applicants irrigate from boreholes that are effectively under their sole control.

78 In respect of account number 100337470 I annex a statement with its date being 28 February 2019, and another statement with statement date being 30 April 2024, hereto annexed as Annexure "**FA16**" and "**FA17**" respectively. This particular applicant also has some other statements in its possession, but same is not annexed hereto for the sake of brevity. The Department should also have them since it issued same. The Honourable Court will note that between 2019 and 2024 the amount claimed increased from R193,680.71 to R216,726.42. No payment was made in the interim. These statements aren't a model of clarity only indicating balances brought forward. Specified accounts are required. Accounts and/or statements are required to properly assess the alleged liability. The details

are also required by the respective businesses for tax purposes when they need to submit their financial documents to the revenue service.

79 It appears that in respect of the other accounts this particular applicant does not have statements in its possession. A copy of the third applicant's confirmatory affidavit is attached hereto as annexure "**FA18**".

TWYFEL NIE PLASE (PTY) LTD



80 This particular applicant received three generic letters of demand dated 27 September 2023, annexed hereto as Annexure "**FA19**", "**FA20**" and "**FA21**". In respect of account number 100212260 in the amount of R81,259.35 is claimed.

81 In respect of account 10336650 in the amount of R100,630.21 is claimed. R84,207.66 is claimed in respect of account number 100338379.

82 In respect of account 100212260 I annex a statement dated 28 February 2019 in the amount of R45,329.84 and also the last statement in this particular applicant's possession for R66,396.53, dated 30 April 2024, hereto as Annexure "**FA22**" and "**FA23**". No payments have been made in the interim. These statements are also not a model of clarity.

83 In respect of account 100336650 I annex a statement dated 28 February 2019 in the amount of R56,823.27 and the most recent statement dated 30 April 2024 for R81,002.77 hereto as annexure "**FA24**" and "**FA25**" respectively. These statements also do not provide any real clarity. No payments have been made in the interim. It is clear that all statements referenced contain, *inter alia*, debt older than three years.

84 I also annex a statement dated 28 February 2019 in respect of account 100338379 in the amount of R47,550.06 as annexure "**FA26**" The latest statement for this same account dated 30 April 2024 in the amount of R67,783.32 is also annexed hereto as annexure "**FA27**"

85 For the sake of brevity, I do not repeat the criticism in respect of each and every statement. It is clear that these statements do not show any real particulars of how amounts are made up. A copy of the fourth applicant's confirmatory affidavit is attached hereto as annexure "**FA28**".

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BLOUBERG SITRUS (PTY) LTD

86 This entity last received statements in about 2020. Under account number 100341100 the generic letter of demand was received on/or about 23 August 2023 in the amount of R66,891.56, I annex this letter of demand thereto as Annexure "**FA29**". A similar generic letter of demand was received for account 100113490 in the amount of R378,639.00. This letter is annexed hereto as annexure "**FA30**".

87 In respect of the account number 100341100 I annex the statement dated 30 June 2020 in the amount of R26,391.01 hereto as annexure "**FA31**" In respect of account number 100113490 I annex the statement of account dated 30 September 2018 hereto as annexure "**FA32**". It indicates a balance of R45,584.90 at the time. Obviously, the alleged indebtedness increases substantially over time. A copy of the fifth applicant's confirmatory affidavit is attached hereto as annexure "**FA33**".

PONTDRIF CITRUS (PTY) LTD

88 This entity received three letters of demand, annexed hereto as Annexure "**FA34**", "**FA35**", and "**FA36**" respectively. In respect of account number 101196529 R552,354.22 is claimed. R855,789.25 is claimed in respect of account 101196511. The third claim is for the amount of R490,954.09 in respect of account 100154438. This applicant does not have statements for all relevant accounts. I annex a statement for account 101196511 which is dated 31 March 2018 in the amount of R371,882.88, annexed hereto as annexure "**FA37**". In respect of account 100154438 this applicant is in possession of a statement dated 30 June 2020 in the amount of R263,248.39. See annexure "**FA38**" attached hereto. Also, in this regard debt of much older than three years is currently being claimed. A copy of the sixth applicant's confirmatory affidavit is attached hereto as annexure "**FA39**".

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CORFUSCORE (PTY) LTD

89 This entity received an undated letter of demand claiming that it owes a balance of R8,425.79 as at 31 March 2024. I annex a copy of this undated letter of demand hereto as annexure "**FA40**".

90 The first paragraph of the letter incorrectly and opportunistically claims that water use charges will only become due upon receipt of invoices. This is devoid of any truth. Nothing prohibited the relevant authorities from demanding payment and even instituting action years ago.

91 This entity has not regularly received invoices or statements. This is despite the fact that the Department has been well aware that it has been irrigating for many

years but the same applies to all the other respective irrigator applicants. All of these irrigators have utilised water resources on their respective land for longer than three years. A copy of the seventh applicants confirmatory affidavit is attached hereto as annexure "**FA41**".

MOSIMA BELEGGINGS (PTY) LTD

92 Mosima also received a number of generic letters of demand. In respect of account number 100372796 in the amount of R708,134.89 is claimed. I annex this letter hereto as annexure "**FA42**".

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93 R372,876,44 is also claimed in respect of account number 100372757. This letter of demand is annexed as annexure "**FA43**".

94 On account 100372838 in the amount of R94,796.03 is demanded. This letter is annexed as annexure "**FA44**". I also annex another letter of demand as annexure "**FA45**". This letter is in respect of account 100216878 in the amount of R60,584.94. I annex a further letter of demand in respect of account 100416309 in the amount of R84,760.02 hereto as annexure "**FA46**".

95 All of these amounts are also for debt, *inter alia*, older than three years. This entity has managed to draft a summary detailing how its indebtedness is made up. I annex same as Annexure "**FA47**". It clearly shows that the major component of the alleged debts is older than 3 years. During a meeting with the Department on 15 October 2024 the Department also confirmed to this applicant that debt older than 3 years is claimed from it. A copy of the eighth applicant's confirmatory affidavit is attached hereto as annexure "**FA48**".

GENERAL REMARKS

96 Nothing precluded the Department from enforcing any amount which it claims was due. Nothing also currently prohibits the Department from commencing legal action. It is likely delaying this because it realises that there may be prescription issues. It is a much safer route for them to merely try and extort payment.

97 The respondents are under a legal duty to provide accurate invoicing and statements. This will enable the applicants and water users in general to accurately assess their accounts. This may also lead to the amicable resolution of some disputes. If actual liability can be determined, it becomes possible to make sensible arrangements for payment. Currently this can, however, not be done in any sensible manner.

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98 In many instances it will be a matter of impossibility for the water users to pay the entire amounts demanded if same is due or payable, or at the very least it will cause substantial disruptions to these businesses.

99 There is bound to be, at the very least, a decrease in production. This will very likely affect food security. Legal certainty in this scenario is of utmost importance. It will also enable the Department to manage its affairs and to be in a better-informed position when it enters into any form of negotiations with water users in future.

100 The constant and repeated threats need to come to an end. Legal certainty and clarity are required.

CONCLUSION

101 The Applicants respectfully pray that the Honourable Court grant the relief as sought in the Notice of Motion.

DEPONENT

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I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at LOFTUS on this the 30 day of ~~30~~ May 2025, the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No. R1648 if 18 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

I, THE UNDERSIGNED, Thandolwethu Jele
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A
SGA Law Africa, Loftus Park, Building B
2nd Floor, 416 Kirkness Street
Pretoria, 0083
HEREBY CERTIFY THAT THIS DOCUMENT
IS A TRUE COPY OF THE ORIGINAL
SIGNED AT PRETORIA ON THE 30th DAY
OF MAY 20 25

SAKELIGA NPC
REG: 2012/043725/08

DELEGATION OF AUTHORITY

I the undersigned

PIETER JACOBUS LE ROUX

hereby delegate to **TOBIAS VIVIAN ("TIAN") ALBERTS**, the following powers and authority:



1 The authority to authorise and/or institute on behalf of Sakeliga, such further legal proceedings which may include urgent proceedings, along with the TLU and other applicants, against the **Minister of Water and Sanitation and such further parties as may be necessary**, which includes but is not limited to appeals and/or reviews of any matter related thereto, and/or the right to have Sakeliga appear, argue, act, support and/or oppose any matter before any state authority or judicial body in furtherance of this delegation.

2 the authority to represent Sakeliga in all matters referred to in paragraph 1) above, and to sign any document on behalf of and in the name of Sakeliga as its lawful representative.

3 the authority to incur costs on behalf of Sakeliga and to appoint, instruct and direct attorneys, experts and/or consultants to assist Sakeliga with any matters relating to paragraph 1) above.

SIGNED AT PRETORIA ON 21 MAY 2025

PJ Le Roux (May 21, 2025 15:56 GMT+2)

PIETER JACOBUS LE ROUX - CEO

TLU SA

DELEGATION OF AUTHORITY

I the undersigned

BENNIE VAN ZYL

hereby delegate to **STEPHANUS SEBASTIAN BENJAMIN HOFFMAN**, the following powers and authority:

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1 The authority to authorise and/or institute on behalf of TLU SA, such further legal proceedings which may include urgent proceedings, along with Sakeliga NPC and other applicants, against the **Minister of Water and Sanitation and such further parties as may be necessary**, which includes but is not limited to appeals and/or reviews of any matter related thereto, and/or the right to have TLU SA appear, argue, act, support and/or oppose any matter before any state authority or judicial body in furtherance of this delegation.

2 the authority to represent TLU SA in all matters referred to in paragraph 1) above, and to sign any document on behalf of and in the name of TLU SA as its lawful representative.

3 the authority to incur costs on behalf of TLU SA and to appoint, instruct and direct attorneys, experts and/or consultants to assist TLU SA with any matters relating to paragraph 1) above, which do not exceed the member contributions already made into the Trust Account.

SIGNED AT PRETORIA ON 28 **MAY 2025**

BENNIE VAN ZYL
GENERAL MANAGER

POWER OF ATTORNEY

I, the undersigned

STEPHANUS SEBASTIAN BENJAMIN HOFFMAN

ID: 620727 5009 087

In my capacity as duly authorised

Chairman of Water Affairs

of

TRANSVAALSE LANDBOU-UNIE SUID AFRIKA (TLU SA)

do hereby appoint and nominate,

KRIEK WASSENAAR & VENTER INC

and /or their appointed agents / correspondents /nominees

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with the full power of substitution, to be my lawful attorney with full power and authority for me and in my name, and for my account and benefit in the matter of and/or relating to:

APPLICATION AGAINST DEPARTMENT OF WATER AND SANITATION AND SUCH FURTHER AND ADDITIONAL PARTIES

In the event that I act in a representative capacity, any reference to myself will, by implication, refer to the principal and/or organisation which I represent as indicated above and as the context requires.

My attorneys will, in terms of this power of attorney, be able to:

1. **Receive and handle money:** To demand, sue for and recover, and give discharges for all money, securities for all sums of money, debts, stocks, shares and property now or hereafter belonging to me, whether solely or jointly with any other person or persons. I give specific authority to sign any release or discharge for the amount for the settlement in order to receive and recover the said amount. My attorneys and/or their nominees are also authorised to make use of any capital payments received to make payment of all debts and/or expenses;
2. **Access personal information:** My attorneys are authorised to request and gain access to all personal and confidential information relating to me and/or the entity which I represent. In as far as it is relevant to my case, my attorneys are hereby authorised to also request and gain access to relevant information which is deemed to be sensitive medical information (which includes information regarding my health and medical history). I hereby in terms of the Promotion of Protection of Personal Information Act of 2013 (POPI), 1) authorise my attorneys to 1) collect, store, use, and process any private, confidential and/or personal information received from me and third parties, 2) to collect, store, use and process all personal or sensitive confidential information received from third parties relating to my case and me, and 3) and that attorney is authorised to transfer and process such personal information as may be necessary and expedient to my case.
3. **To institute legal proceedings or to defend:** To defend any civil action brought against me or to institute action /application in any High Court or Magistrates Court, Labour Court, Supreme Court of Appeal, Constitutional Court, or Arbitration Institution. This will include but not be limited to the

institution and/or defending of any action and/or application brought by and/or against me, including but not limited to debt collection, civil claims, delictual matters, contractual matters, enrichment matters, status matters, family law matters, divorce proceedings, maintenance and custody matters, liquidations, sequestrations and/or any other proceeding for the protection and/or enforcement and/or confirmation of any right that I may hold.

4. **To negotiate, discuss, consider and settle:** To negotiate a settlement with any party concerned, to discuss the facts, merits and quantum and to give me advice. To consider all facts and documentation and to make decisions on my behalf. To agree, propose and settle any point in dispute and to agree, propose and settle any figures of settlement and to advise me thereof.
5. **To settle accounts:** To settle, compromise or submit to arbitration all accounts, claims and disputes between me and any other person or persons;
6. **To act with other persons:** To investigate, negotiate, receive and give out any information, documentation or data of any form or sort on my behalf and to act and communicate with any person, attorney, advocate or third party on my behalf ;
7. **To draft, receive and sign documentation:** To be able to draft, receive, peruse, consider, sign and give out any documentation that he/she considers relevant or necessary;
8. **To appoint experts**: To approach, consult and appoint any expert witnesses, to acquire expert reports and testimony and to accrue costs and make payments in that regard;
9. **To institute alternative dispute resolution proceedings:** To institute, make use of or request any alternative dispute resolution proceeding, including but not limited to arbitration and/or mediation proceedings;
10. **To appoint assessors and agents:** To appoint any assessors, agents and/or tracing agents to assist, do work and give advice on my behalf. I also give authority to pay and settle all accounts in this regard;
11. **To appoint advocates and legal advisors:** To appoint any advocate and/or legal advisor to assist, give an opinion and handle matters on my behalf. I also give authority to pay and settle all accounts in this regard;
12. **General power to act:** To do all that is necessary to finalize any matter and to act on my behalf in any manner that he/she considers necessary and in doing so, I confirm this Power is irrevocable. To generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, and fully and effectively, for all intents and purposes, as I might or could do if personally present and acting herein /hereby ratifying, allowing and confirming and promising and agreeing tot ratify, allow and confirm all and whatsoever my said Attorneys and Agents shall lawfully do, or cause to be done, by virtue of these presents.

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AND

Ratification: I hereby ratify and agree to ratify everything which my Attorney or his/her substitute or substitutes or agent or agents appointed by the Attorney under this power of attorney shall do or purport to do by virtue of this power of attorney.

This done and signed at Levubu on 27 February 2025

(signed) obo TRANSVAALSE LANDBOU-UNIE
SUID AFRIKA (TLU SA)

CT VAN DER MERWE BOERDERY (PTY) LTD
1997/015461/07

RESOLUTION BY DIRECTORS TAKEN AT MEETING HELD VIA ROUND ROBIN RESOLUTION ON 30 APRIL 2025

Present:	CARL THEODORIS VAN DER MERWE	DIRECTOR
	CARL THEODORIS VAN DER MERWE	DIRECTOR

Resolved:

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1 That all company directors having discussed the resolution electronically and having received notice thereof and hereby assenting to its contents.

2 The company hereby authorises that the company shall, as a co-applicant along with Sakeliga NPC and the TLU SA, bring an application against the Department of Water and Sanitation (and any such further relevant and necessary parties) regarding the prescription of claims against water users, and such further relief as may be decided upon.

3 That the company hereby delegate to CAREL STEPHANUS WESSELS the full and complete authority to authorise and represent the company in all legal matters pertaining to the company and the above-mentioned matter. This authority includes, without limiting the generality of the authority granted, the authority to institute, defend and/or oppose any action and/or application of whatsoever nature brought by and/or against the company before any authority, judicial body, tribunal, arbitrator, mediator and/or presiding officer. This authority also includes but is not limited to, the authority to institute or proceed with any special procedure in law, including but not limited to urgent applications, appeals, rescission of judgment, appeals and/or reviews of any matters relating to the above-mentioned matter.

4 CAREL STEPHANUS WESSELS is, furthermore, pursuant to paragraph 3) above, authorised to sign and/or depose to any document or affidavit on behalf of and in the name of the company as its lawful representative and, also to appoint and instruct attorneys, experts and/or consultants on behalf of the company, and to incur all such costs which he may deem necessary to give effect to this resolution.

5 CAREL STEPHANUS WESSELS may, within his sole discretion, delegate all or some of his functions in terms of this resolution to any such persons he deems meet.

6 CAREL STEPHANUS WESSELS is hereby granted all necessary powers to take any such further steps and to do all further things necessary on behalf of the company to give effect to this resolution.

7 The company confirms the appointment of KRIEK WASSENAAR & VENTER INC as its attorneys in the matter.

SIGNED VIA ROUND-ROBIN RESOLUTION



CARL THEODORIS
VAN DER MERWE



CARL THEODORIS
VAN DER MERWE



TWYFEL NIE PLASE (PTY) LTD
1996/010129/07

RESOLUTION BY DIRECTORS TAKEN AT MEETING HELD VIA ROUND ROBIN RESOLUTION ON 13 MAY 2025

Present:	CARL THEODORIS VAN DER MERWE	DIRECTOR
	CARL THEODORIS VAN DER MERWE	DIRECTOR

Resolved:



1 That all company directors having discussed the resolution electronically and having received notice thereof and hereby assenting to its contents.

2 The company hereby authorises that the company shall, as a co-applicant along with Sakeliga NPC and the TLU SA, bring an application against the Department of Water and Sanitation (and any such further relevant and necessary parties) regarding the prescription of claims against water users, and such further relief as may be decided upon.

3 That the company hereby delegate to CAREL STEPHANUS WESSELS the full and complete authority to authorise and represent the company in all legal matters pertaining to the company and the above-mentioned matter. This authority includes, without limiting the generality of the authority granted, the authority to institute, defend and/or oppose any action and/or application of whatsoever nature brought by and/or against the company before any authority, judicial body, tribunal, arbitrator, mediator and/or presiding officer. This authority also includes but is not limited to, the authority to institute or proceed with any special procedure in law, including but not limited to urgent applications, appeals, rescission of judgment, appeals and/or reviews of any matters relating to the above-mentioned matter.

4 CAREL STEPHANUS WESSELS is, furthermore, pursuant to paragraph 3) above, authorised to sign and/or depose to any document or affidavit on behalf of and in the name of the company as its lawful representative and, also to appoint and instruct attorneys, experts and/or consultants on behalf of the company, and to incur all such costs which he may deem necessary to give effect to this resolution.

5 CAREL STEPHANUS WESSELS may, within his sole discretion, delegate all or some of his functions in terms of this resolution to any such persons he deems meet.

6 CAREL STEPHANUS WESSELS is hereby granted all necessary powers to take any such further steps and to do all further things necessary on behalf of the company to give effect to this resolution.

7 The company confirms the appointment of KRIEK WASSENAAR & VENTER INC as its attorneys in the matter.

SIGNED VIA ROUND-ROBIN RESOLUTION

CARL THEODORIS VAN DER MERWE

CARL THEODORIS VAN DER MERWE



BLOUBERG SITRUS (PTY) LTD
2000/011389/07

RESOLUTION BY DIRECTORS TAKEN AT MEETING HELD VIA ROUND ROBIN RESOLUTION ON 14 FEBRUARY 2025

Present:	BURGERT CHRISTIAAN VAN ROOYEN	DIRECTOR
	JOHANNES STEPHANUS BARNARD	DIRECTOR
	GUY BARRY WHITAKER	DIRECTOR
	WOUTER ADRIANUS VAN AMSTEL	DIRECTOR

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Resolved:

1 That all company directors having discussed the resolution electronically and having received notice thereof and hereby assenting to its contents.

2 The company hereby authorises that the company shall, as a co-applicant along with Sakeliga NPC and the TLU SA, bring an application against the Department of Water and Sanitation (and any such further relevant and necessary parties) regarding the prescription of claims against water users, and such further relief as may be decided upon.

3 That the company hereby delegate to LIESCHEN HOOGENBOEZEM the full and complete authority to authorise and represent the company in all legal matters pertaining to the company and the above-mentioned matter. This authority includes, without limiting the generality of the authority granted, the authority to institute, defend and/or oppose any action and/or application of whatsoever nature brought by and/or against the company before any authority, judicial body, tribunal, arbitrator, mediator and/or presiding officer. This authority also includes but is not limited to, the authority to institute or proceed with any special procedure in law, including but not limited to urgent applications, appeals, rescission of judgment, appeals and/or reviews of any matters relating to the above-mentioned matter.

4 LIESCHEN HOOGENBOEZEM is, furthermore, pursuant to paragraph 3) above, authorised to sign and/or depose to any document or affidavit on behalf of and in the name of the company as its lawful representative and, also to appoint and instruct attorneys, experts and/or consultants on behalf of the company, and to incur all such costs which he may deem necessary to give effect to this resolution.

5 LIESCHEN HOOGENBOEZEM may, within his sole discretion, delegate all or some of his functions in terms of this resolution to any such persons he deems meet.

6 LIESCHEN HOOGENBOEZEM is hereby granted all necessary powers to take any such further steps and to do all further things necessary on behalf of the company to give effect to this resolution.

7 The company confirms the appointment of KRIEK WASSENAAR & VENTER INC as its attorneys in the matter.

SIGNED VIA ROUND-ROBIN RESOLUTION

VAN ROOYEN BC

BARNARD JS

WHITAKER GB

VAN AMSTEL WA

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POWER OF ATTORNEY

I, the undersigned

LIESCHEN HOOGENBOEZEM

ID: 760108 0063 082

In my capacity as duly authorised

FINANCE MANAGER

of



BLOUBERG SITRUS (PTY) LTD

REG: 2000/011389/07

do hereby appoint and nominate,

KRIEK WASSENAAR & VENTER INC

and /or their appointed agents / correspondents /nominees

with the full power of substitution, to be my lawful attorney with full power and authority for me and in my name, and for my account and benefit in the matter of and/or relating to:

APPLICATION AGAINST DEPARTMENT OF WATER AND SANITATION AND SUCH FURTHER AND ADDITIONAL PARTIES

In the event that I act in a representative capacity, any reference to myself will, by implication, refer to the principal and/or organisation which I represent as indicated above and as the context requires.

My attorneys will, in terms of this power of attorney, be able to:

1. **Receive and handle money:** To demand, sue for and recover, and give discharges for all money, securities for all sums of money, debts, stocks, shares and property now or hereafter belonging to me, whether solely or jointly with any other person or persons. I give specific authority to sign any release or discharge for the amount for the settlement in order to receive and recover the said amount. My attorneys and/or their nominees are also authorised to make use of any capital payments received to make payment of all debts and/or expenses;
2. **Access personal information:** My attorneys are authorised to request and gain access to all personal and confidential information relating to me and/or the entity which I represent. In as far as it is relevant to my case, my attorneys are hereby authorised to also request and gain access to relevant information which is deemed to be sensitive medical information (which includes information regarding my health and medical history). I hereby in terms of the Promotion of Protection of Personal Information Act of 2013 (POPI), 1) authorise my attorneys to 1) collect, store, use, and process any private, confidential and/or personal information received from me and third parties, 2) to collect, store, use and process all personal or sensitive confidential information received from third parties relating to my case and me, and 3) and that attorney is authorised to transfer and process such personal information as may be necessary and expedient to my case.
3. **To institute legal proceedings or to defend:** To defend any civil action brought against me or to institute action /application in any High Court or Magistrates Court, Labour Court, Supreme Court of

Appeal, Constitutional Court, or Arbitration Institution. This will include but not be limited to the institution and/or defending of any action and/or application brought by and/or against me, including but not limited to debt collection, civil claims, delictual matters, contractual matters, enrichment matters, status matters, family law matters, divorce proceedings, maintenance and custody matters, liquidations, sequestrations and/or any other proceeding for the protection and/or enforcement and/or confirmation of any right that I may hold.

4. **To negotiate, discuss, consider and settle:** To negotiate a settlement with any party concerned, to discuss the facts, merits and quantum and to give me advice. To consider all facts and documentation and to make decisions on my behalf. To agree, propose and settle any point in dispute and to agree, propose and settle any figures of settlement and to advise me thereof;
5. **To settle accounts:** To settle, compromise or submit to arbitration all accounts, claims and disputes between me and any other person or persons;
6. **To act with other persons:** To investigate, negotiate, receive and give out any information, documentation or data of any form or sort on my behalf and to act and communicate with any person, attorney, advocate or third party on my behalf ;
7. **To draft, receive and sign documentation:** To be able to draft, receive, peruse, consider, sign and give out any documentation that he/she considers relevant or necessary;
8. **To appoint experts**: To approach, consult and appoint any expert witnesses, to acquire expert reports and testimony and to accrue costs and make payments in that regard;
9. **To institute alternative dispute resolution proceedings:** To institute, make use of or request any alternative dispute resolution proceeding, including but not limited to arbitration and/or mediation proceedings;
10. **To appoint assessors and agents:** To appoint any assessors, agents and/or tracing agents to assist, do work and give advice on my behalf. I also give authority to pay and settle all accounts in this regard;
11. **To appoint advocates and legal advisors:** To appoint any advocate and/or legal advisor to assist, give an opinion and handle matters on my behalf. I also give authority to pay and settle all accounts in this regard;
12. **General power to act:** To do all that is necessary to finalize any matter and to act on my behalf in any manner that he/she considers necessary and in doing so, I confirm this Power is irrevocable. To generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, and fully and effectively, for all intents and purposes, as I might or could do if personally present and acting herein /hereby ratifying, allowing and confirming and promising and agreeing tot ratify, allow and confirm all and whatsoever my said Attorneys and Agents shall lawfully do, or cause to be done, by virtue of these presents.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

AND

Ratification: I hereby ratify and agree to ratify everything which my Attorney or his/her substitute or substitutes or agent or agents appointed by the Attorney under this power of attorney shall do or purport to do by virtue of this power of attorney.

This done and signed at Vivo on 25 February 2025

(signed) obo BLOUBERG SITRUS (PTY) LTD

PONTDRIF CITRUS (PTY) LTD
1996/013207/07

RESOLUTION BY DIRECTORS TAKEN AT MEETING HELD VIA ROUND ROBIN RESOLUTION ON 14 FEBRUARY 2025

Present:	BURGERT CHRISTIAAN VAN ROOYEN	DIRECTOR
	JOHANNES STEPHANUS BARNARD	DIRECTOR
	GUY BARRY WHITAKER	DIRECTOR
	WOUTER ADRIANUS VAN AMSTEL	DIRECTOR

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

Resolved:

1 That all company directors having discussed the resolution electronically and having received notice thereof and hereby assenting to its contents.

2 The company hereby authorises that the company shall, as a co-applicant along with Sakeliga NPC and the TLU SA, bring an application against the Department of Water and Sanitation (and any such further relevant and necessary parties) regarding the prescription of claims against water users, and such further relief as may be decided upon.

3 That the company hereby delegate to LIESCHEN HOOGENBOEZEM the full and complete authority to authorise and represent the company in all legal matters pertaining to the company and the above-mentioned matter. This authority includes, without limiting the generality of the authority granted, the authority to institute, defend and/or oppose any action and/or application of whatsoever nature brought by and/or against the company before any authority, judicial body, tribunal, arbitrator, mediator and/or presiding officer. This authority also includes but is not limited to, the authority to institute or proceed with any special procedure in law, including but not limited to urgent applications, appeals, rescission of judgment, appeals and/or reviews of any matters relating to the above-mentioned matter.

4 LIESCHEN HOOGENBOEZEM is, furthermore, pursuant to paragraph 3) above, authorised to sign and/or depose to any document or affidavit on behalf of and in the name of the company as its lawful representative and, also to appoint and instruct attorneys, experts and/or consultants on behalf of the company, and to incur all such costs which he may deem necessary to give effect to this resolution.

5 LIESCHEN HOOGENBOEZEM may, within his sole discretion, delegate all or some of his functions in terms of this resolution to any such persons he deems meet.

6 LIESCHEN HOOGENBOEZEM is hereby granted all necessary powers to take any such further steps and to do all further things necessary on behalf of the company to give effect to this resolution.

7 The company confirms the appointment of KRIEK WASSENAAR & VENTER INC as its attorneys in the matter.

SIGNED VIA ROUND-ROBIN RESOLUTION

VAN ROOYEN BC

BARNARD JS

WHITAKER GB

VAN AMSTEL WA

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

Private Bag X67, Pretoria 0001

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

POWER OF ATTORNEY

I, the undersigned

LIESCHEN HOOGENBOEZEM

ID: 760108 0063 08 2

In my capacity as duly authorised

FINANCE MANAGER

of

PONTDRIF CITRUS (PTY) LTD

REG: 1996/013207/07

do hereby appoint and nominate,



KRIEK WASSENAAR & VENTER INC

and /or their appointed agents / correspondents /nominees

with the full power of substitution, to be my lawful attorney with full power and authority for me and in my name, and for my account and benefit in the matter of and/or relating to:

APPLICATION AGAINST DEPARTMENT OF WATER AND SANITATION AND SUCH FURTHER AND ADDITIONAL PARTIES

In the event that I act in a representative capacity, any reference to myself will, by implication, refer to the principal and/or organisation which I represent as indicated above and as the context requires.

My attorneys will, in terms of this power of attorney, be able to:

1. **Receive and handle money:** To demand, sue for and recover, and give discharges for all money, securities for all sums of money, debts, stocks, shares and property now or hereafter belonging to me, whether solely or jointly with any other person or persons. I give specific authority to sign any release or discharge for the amount for the settlement in order to receive and recover the said amount. My attorneys and/or their nominees are also authorised to make use of any capital payments received to make payment of all debts and/or expenses;
2. **Access personal information:** My attorneys are authorised to request and gain access to all personal and confidential information relating to me and/or the entity which I represent. In as far as it is relevant to my case, my attorneys are hereby authorised to also request and gain access to relevant information which is deemed to be sensitive medical information (which includes information regarding my health and medical history). I hereby in terms of the Promotion of Protection of Personal Information Act of 2013 (POPI), 1) authorise my attorneys to 1) collect, store, use, and process any private, confidential and/or personal information received from me and third parties, 2) to collect, store, use and process all personal or sensitive confidential information received from third parties relating to my case and me, and 3) and that attorney is authorised to transfer and process such personal information as may be necessary and expedient to my case.
3. **To institute legal proceedings or to defend:** To defend any civil action brought against me or to institute action /application in any High Court or Magistrates Court, Labour Court, Supreme Court of

Appeal, Constitutional Court, or Arbitration Institution. This will include but not be limited to the institution and/or defending of any action and/or application brought by and/or against me, including but not limited to debt collection, civil claims, delictual matters, contractual matters, enrichment matters, status matters, family law matters, divorce proceedings, maintenance and custody matters, liquidations, sequestrations and/or any other proceeding for the protection and/or enforcement and/or confirmation of any right that I may hold.

4. **To negotiate, discuss, consider and settle:** To negotiate a settlement with any party concerned, to discuss the facts, merits and quantum and to give me advice. To consider all facts and documentation and to make decisions on my behalf. To agree, propose and settle any point in dispute and to agree, propose and settle any figures of settlement and to advise me thereof.
5. **To settle accounts:** To settle, compromise or submit to arbitration all accounts, claims and disputes between me and any other person or persons;
6. **To act with other persons:** To investigate, negotiate, receive and give out any information, documentation or data of any form or sort on my behalf and to act and communicate with any person, attorney, advocate or third party on my behalf ;
7. **To draft, receive and sign documentation:** To be able to draft, receive, peruse, consider, sign and give out any documentation that he/she considers relevant or necessary;
8. **To appoint experts**: To approach, consult and appoint any expert witnesses, to acquire expert reports and testimony and to accrue costs and make payments in that regard;
9. **To institute alternative dispute resolution proceedings:** To institute, make use of or request any alternative dispute resolution proceeding, including but not limited to arbitration and/or mediation proceedings;
10. **To appoint assessors and agents:** To appoint any assessors, agents and/or tracing agents to assist, do work and give advice on my behalf. I also give authority to pay and settle all accounts in this regard;
11. **To appoint advocates and legal advisors:** To appoint any advocate and/or legal advisor to assist, give an opinion and handle matters on my behalf. I also give authority to pay and settle all accounts in this regard;
12. **General power to act:** To do all that is necessary to finalize any matter and to act on my behalf in any manner that he/she considers necessary and in doing so, I confirm this Power is irrevocable. To generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, and fully and effectively, for all intents and purposes, as I might or could do if personally present and acting herein /hereby ratifying, allowing and confirming and promising and agreeing tot ratify, allow and confirm all and whatsoever my said Attorneys and Agents shall lawfully do, or cause to be done, by virtue of these presents.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

AND

Ratification: I hereby ratify and agree to ratify everything which my Attorney or his/her substitute or substitutes or agent or agents appointed by the Attorney under this power of attorney shall do or purport to do by virtue of this power of attorney.

This done and signed at Vivo on 22nd February 2025

(signed) obo PONTDRIF CITRUS (PTY) LTD

CORFUSCORE (PTY) LTD
2014/049788/07

RESOLUTION BY DIRECTORS TAKEN AT MEETING HELD VIA ROUND ROBIN RESOLUTION ON 17 FEBRUARY 2025

Present: JEANY FRANCIS HEINLEIN — DIRECTOR
JAN RUDOLF HEINLEIN — DIRECTOR

Resolved:

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

1 That all company directors having discussed the resolution electronically and having received notice thereof and hereby assenting to its contents.

2 The company hereby authorises that the company shall, as a co-applicant along with Sakeliga NPC and the TLU SA, bring an application against the Department of Water and Sanitation (and any such further relevant and necessary parties) regarding the prescription of claims against water users, and such further relief as may be decided upon.

3 That the company hereby delegate to JOHANNES JACOBUS BEZUIDENHOUT the full and complete authority to authorise and represent the company in all legal matters pertaining to the company and the above-mentioned matter. This authority includes, without limiting the generality of the authority granted, the authority to institute, defend and/or oppose any action and/or application of whatsoever nature brought by and/or against the company before any authority, judicial body, tribunal, arbitrator, mediator and/or presiding officer. This authority also includes but is not limited to, the authority to institute or proceed with any special procedure in law, including but not limited to urgent applications, appeals, rescission of judgment, appeals and/or reviews of any matters relating to the above-mentioned matter.

4 JOHANNES JACOBUS BEZUIDENHOUT is, furthermore, pursuant to paragraph 3) above, authorised to sign and/or depose to any document or affidavit on behalf of and in the name of the company as its lawful representative and, also to appoint and instruct attorneys, experts and/or consultants on behalf of the company, and to incur all such costs which he may deem necessary to give effect to this resolution.

5 JOHANNES JACOBUS BEZUIDENHOUT may, within his sole discretion, delegate all or some of his functions in terms of this resolution to any such persons he deems meet.

6 JOHANNES JACOBUS BEZUIDENHOUT is hereby granted all necessary powers to take any such further steps and to do all further things necessary on behalf of the company to give effect to this resolution.

7 The company confirms the appointment of KRIEK WASSENAAR & VENTER INC as its attorneys in the matter.

SIGNED VIA ROUND-ROBIN RESOLUTION

JF HEINLEIN

JR HEINLEIN



POWER OF ATTORNEY

I, the undersigned

JOHANNES JACOBUS BEZUIDENHOUT

ID: 910730 5037 081

In my capacity as duly authorised

Finance Manager

of

CORFUSCORE (PTY) LTD

REG: 2014/049788/07

do hereby appoint and nominate,

KRIEK WASSENAAR & VENTER INC

and /or their appointed agents / correspondents /nominees



with the full power of substitution, to be my lawful attorney with full power and authority for me and in my name, and for my account and benefit in the matter of and/or relating to:

APPLICATION AGAINST DEPARTMENT OF WATER AND SANITATION AND SUCH FURTHER AND ADDITIONAL PARTIES

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2. **Access personal information:** My attorneys are authorised to request and gain access to all personal and confidential information relating to me and/or the entity which I represent. In as far as it is relevant to my case, my attorneys are hereby authorised to also request and gain access to relevant information which is deemed to be sensitive medical information (which includes information regarding my health and medical history). I hereby in terms of the Promotion of Protection of Personal Information Act of 2013 (POPI), 1) authorise my attorneys to 1) collect, store, use, and process any private, confidential and/or personal information received from me and third parties, 2) to collect, store, use and process all personal or sensitive confidential information received from third parties relating to my case and me, and 3) and that attorney is authorised to transfer and process such personal information as may be necessary and expedient to my case.
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Appeal, Constitutional Court, or Arbitration Institution. This will include but not be limited to the institution and/or defending of any action and/or application brought by and/or against me, including but not limited to debt collection, civil claims, delictual matters, contractual matters, enrichment matters, status matters, family law matters, divorce proceedings, maintenance and custody matters, liquidations, sequestrations and/or any other proceeding for the protection and/or enforcement and/or confirmation of any right that I may hold.

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10. To **appoint** assessors **and** agents**:** To appoint any assessors, agents and/or tracing agents to assist, do work and give advice on my behalf. I also give authority to pay and settle all accounts in this regard;
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REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

AND

Ratification: I hereby ratify and agree to ratify everything which my Attorney or his/her substitute or substitutes or agent or agents appointed by the Attorney under this power of attorney shall do or purport to do by virtue of this power of attorney.

This done and signed at Baltimore on 17/02/2025

(signed) obo CORFUSCORE (PTY) LTD

MOSIMA BELEGGINGS (PTY) LTD
1998/015635/07

RESOLUTION BY DIRECTORS TAKEN AT MEETING HELD VIA ROUND ROBIN RESOLUTION ON 17 FEBRUARY 2025

Present: JEANY FRANCIS HEINLEIN — DIRECTOR
JAN RUDOLF HEINLEIN — DIRECTOR

Resolved:

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

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7 The company confirms the appointment of KRIEK WASSENAAR & VENTER INC as its attorneys in the matter.

SIGNED VIA ROUND-ROBIN RESOLUTION

JF HEINLEIN

JR HEINLEIN



POWER OF ATTORNEY

I, the undersigned

JOHANNES JACOBUS BEZUIDENHOUT

ID: 910730 5037 081

In my capacity as duly authorised

Finance Manager

of

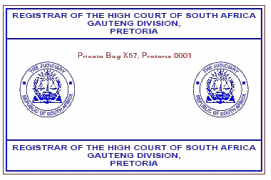
MOSIMA BELEGGINGS (PTY) LTD

REG: 1998/015635/07

do hereby appoint and nominate,

KRIEK WASSENAAR & VENTER INC

and /or their appointed agents / correspondents /nominees



with the full power of substitution, to be my lawful attorney with full power and authority for me and in my name, and for my account and benefit in the matter of and/or relating to:

APPLICATION AGAINST DEPARTMENT OF WATER AND SANITATION AND SUCH FURTHER AND ADDITIONAL PARTIES

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10. To **appoint assessors and agents:** To appoint any assessors, agents and/or tracing agents to assist, do work and give advice on my behalf. I also give authority to pay and settle all accounts in this regard;
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REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

AND

Ratification: I hereby ratify and agree to ratify everything which my Attorney or his/her substitute or substitutes or agent or agents appointed by the Attorney under this power of attorney shall do or purport to do by virtue of this power of attorney.

This done and signed at Baltimore on 17/02/2025

(signed) obo MOSIMA BELEGGINGS (PTY) LTD

TLU SA

FA09

Tel: (+27) 12 804 - 2021
Faks / Fax: (+27) 12 804 - 2014
Jamesrylaan / James Drive 194,
Posbus / P.O. Box 912 - 51, Silverton, 0127
E-pos / E-mail: tlu@tlu.co.za
Web: www.tlu.co.za

14/7/2025 9:13:10 AM

December 12, 2022

The Minister of Human Settlements and Water and Sanitation
Mr. Senzo Mchunu
Private Bag X313
Pretoria
0001

E-mail: motswakael@dws.gov.za
E-mail: info@dws.gov.za

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

Copy to: Director General, Dr Sean Phillips (PhillipsS@dws.gov.za)

Dear Minister,

TLU SA'S DISPUTE

By means of this letter, we would like to confirm that there has been a recognized dispute between TLU SA and the Department of Water Affairs and Sanitation since 2005. Until now, the Department of Water Affairs and Sanitation has not been able to resolve the issues by means of a thorough dispute resolution mechanism. We hereby confirm that the dispute does not exist in respect of individual owners but is collective in terms of various factors which will be detailed in this writing. TLU SA will not subject itself to become involved in the discussion of individual accounts where the subject is the dispute action.

For your convenience, we hereby set out the points that form part of the dispute:

REGISTRATION AND VALIDATION OF WATER RIGHTS

During November 2017, the Department of Water Affairs and Sanitation encouraged participation in a project to verify water rights through consultants. Even though no personal contact was made with all water users, the landowners were informed that the scope of the project was only the validation of current water use. The landowner was provided with a 35(1) letter after these initial contact sessions. We also want to confirm that all landowners have not received the 35(1) letters. Upon inquiry to the Department of Water Affairs and Sanitation to provide these letters to water users who were not originally provided with them, no positive results have been received until the date of this letter. It is also worrying that the Department of Water Affairs and Sanitation admitted in a meeting held on 17 November 2022 that the verification process has by no means been completed in the provinces. Here it should be mentioned that even in Limpopo the process has not been fully completed.

The Department of Water Affairs and Sanitation gave the water user a false impression about the verification of water use as the correct information was not captured in order to register the usage as a calculation for payment. Several requests have been made to the Department to follow this process correctly, although there are no actual actions for correction. In terms of verification, the Department of Water Affairs and Sanitation must complete the process until the issuance of the 35(4) certificate in order to establish registered certified water use. Since November 2017, the Department has therefore failed to:

- undertake proper verification of all water users in SA
- to correct erroneous information
- to complete the process in order to provide every legal water user with a 35(4) certificate.

Professor Anthony Turton, a water resource management specialist at the University of Free state as well as a former vice-chair of the research advisory panel for the National Water Resource Strategy (NWRS) at the CSIR, indicated in a public engagement on 26 October 2022 that the water crisis in SA is neglected as no real action is taken by the Department of Water Affairs and Sanitation. In terms of the availability of water resources, there is no more water available to be allocated as the demand for the licenses for water exceeds the available supply. This fact is supported as allocation for existing lawful use in terms of the National Water Act has not been adequately addressed by the Department of Water Affairs and Sanitation which results in certain water management areas being over-allocated by 120%. There is no management and control of water resources by the Department of Water Affairs and Sanitation.

TLU SA's dispute will therefore remain in force until the Department of Water Affairs and Sanitation completes its obligation towards the legal water user.

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WATER QUALITY

According to the Department of Water and Sanitation's 2022 Blue Drop Report 52% of South Africa's water supply systems are in the medium to critical risk groups, 60% do not comply with microbiological standards and 77% don't comply with chemical standards. In terms of water quality, there is therefore minimum management and control of the Department of Water Affairs and Sanitation to ensure that the country's residents are provided with an acceptable standard in water quality.

WATER LOSS

The auditor general indicated in 2022 that approximately 40% of the country's water are lost between the supplier and the user due to leakages in the system. The global best practice is 15%. This aspect has a clear loss not only in the natural resources, but also in the income that can be generated for which no levies can be issued. The Department of Water Affairs and Sanitation has failed in terms of ensuring that the management and control of water resources is carried out to such an extent that the natural resources, which are extremely scarce, are protected and preserved for optimal utilization.

SAFETY OF PUBLIC DAMS

During the briefing to the portfolio committee on Water and Sanitation on Dam safety and status of tailings dams dated 1 November 2022, there are 20 large dams in South Africa owned by the Department of Water Affairs and Sanitation. Of these dams, only 2 (10%) meet the compliance levels for dam safety. The cause of this problem is the shortage of approved professional persons. The National Water Act has been in force since 1998 although the minister has not paid any attention to the register for approved professional persons and registration procedure until now. It is therefore clear that there is non-compliance from the Department of Water Affairs and Sanitation to carry out mandatory Dam Safety Evaluations. Furthermore, there was also the inability of the Dam Safety Office to carry out inspection during construction in terms of compliance with license conditions. We note the Department of Water Affairs and Sanitation's press release provided to us during November 2022, although the dispute with the Department of Water Affairs and Sanitation consists of the inability to manage and control the water resources as custodian according to the water law. From the above facts the Department has in no way fulfilled its obligation.

INFRASTRUCTURE

The country's infrastructure to supply water to users is of extremely poor quality. The management of consumption to date does not meet the requirements. Factors that contribute to the poor infrastructure are poor management at national and local level, delays in implementation, insufficient institutional capacity and competence and a lack of political will. The Department of Water Affairs and Sanitation has not indicated in any way what steps will be taken to address and repair the infrastructure. Considering that, it is by no means clear to the water user what charges are payable for, as the development plan does not comply with the actual actions or absence thereof by the Department of Water Affairs and Sanitation.

FINANCE

Water and Sanitation minister Senzo Mchunu announced on Wednesday 13 September 2022 that there is irregular expenditure within the Department of Water Affairs and Sanitation which has built up to

...13

R18 billion. Fruitless and wasteful expenditure amounted to R287 million. Furthermore, corruption in the provision of emergency water tankers are a serious source of concern. During TLU SA's meeting with the Department of Water Affairs and Sanitation on 17 November 2022, it was acknowledged that the Department was a victim of state capture as well as corruption. TLU SA's dispute is precisely about the waste of the water user's funds while the other aspects have been neglected in this respect. Funds within the Department were not managed transparently and cost-effectively in an efficient manner to ensure services are delivered.

It is clear from the above that the levying of Water Management Resource Charges has affected an unnecessary financial burden on the water users, while the Department of Water Affairs and Sanitation in no way manages and controls the water resources.

LIMITATION OF CHARGES

During TLU SA's meeting with the Department of Water Affairs and Sanitation on 29 October 2021, it was recognized by the Department's representative that the payment of water is a charge in terms of legislation. Accounts are therefore only valid for the preceding 3 years in terms of the prescription act.



RECOMMENDATION

Following the above issues, we would like to make the following recommendation to the Department by means of this letter to resolve the dispute between the water users of TLU SA and the Department Water Affairs and Sanitation:

- That the Department of Water Affairs and Sanitation gives clear undertakings and is kept to them to properly manage and control the country's water resources,
- To correct the deficiencies as detailed above through the actual implementation of corrective actions
- The Department of Water Affairs and Sanitation undertakes a correct verification and validation process in all provinces so that correct information can be captured on the system. The Department of Water Affairs and Sanitation continues to progressively complete the process in order to issue 35(4) certificates to water users which will support the user to fulfil their conscientious account obligation.

In terms of the above, it is our vision that the issues mentioned above are not beyond the Department's handling if serious actions are taken to bring about corrections for the benefit of the country and the natural resources. We trust that our writing and recommendation will be considered in a positive light in order to successfully address the dispute.

Your involvement in commercial agriculture and the free-market economy is duly noted and greatly appreciated.

Yours truly,



Bennie van Zyl
GENERAL MANAGER: TLU SA

Eaten today? Thank the farmer and his workers.
No farmer, no food, no future!



KRIEK WASSENAAR & VENTER ING
PROKUREURS - ATTORNEYS

Our ref: PJ Wassenaar/ QB1146
Your ref:

30 April 2024

THE DIRECTOR-GENERAL
DEPARTMENT: WATER AND SANITATION
SEDIBENG BUILDING
185 FRANCIS BAARD STREET
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URGENT

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THE HEAD OF DEPARTMENT
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Sir/Madam

SAKELIGA NPC & TLU SA / DEPARTMENT OF WATER AND SANITATION

IN RE: PRESCRIPTION OF WATER USE CHARGES AND UNLAWFUL COLLECTION PRACTICES OF DEPARTMENT

1. We act on behalf of Sakeliga NPC and the TLU SA (our clients).

2. Sakeliga is a non-profit organisation that safeguards the interests of business owners across various sectors in South Africa, with notable support from the agricultural and industrial sectors.

3. The TLU SA is a non-profit agricultural organisation that represents members' interests in all matters affecting agriculture in South Africa.

4. Both of our clients have received complaints from supporters and members who heavily depend on water usage regulated by the National Water Act 36 of 1998. These complaints mainly come from water users who do not rely on municipal water, and who operate within the agricultural and industrial sectors.

5. Our clients have expressed concerns about the Department's account management and collection practices. We have been instructed that despite various attempted public engagements, especially on the part of the TLU SA, the Department has continued a practice of attempting to recover water use charges that have already prescribed. Our clients report that the Department has raised invoices for water charges that, in many cases, pre-date the promulgation of the National Water Act.

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6. Our instructions indicate that the Department has, in many cases, initiated collection proceedings against water users for water charges exceeding three years, even though they have not provided proper, regular, and timely invoicing or specific dates for each charge. In fact, according to our client, the Department is unable to provide water users with specified historical statements of accounts to show how the Department calculates its charges.

7. The TLU SA has engaged with the Department since 2005 concerning various issues relating to the Department's failure to properly implement the provisions of the National Water Act since its promulgation, which dispute has, inter alia, included a dispute regarding the nature of water charges under the current legislation.

8. The National Water Act is explicit concerning the nature of a water charge, even stating at section 57(5) that no charge made under this Act may "*be of such a nature as to constitute the imposition of a tax, levy or duty*".

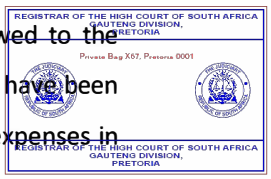
9. Upon considering the structure of the Act and specifically examining how the legislature has restructured water usage, water rights and water charges compared to its predecessor, it becomes abundantly clear that water use charges are ordinary charges that are subject to the Prescription Act 68 of 1969 which can prescribe after three years. Of even more significant concern to us is the fact that, according to the records provided by the TLU SA, the Department has, on numerous occasions in the past, admitted this correct legal position.

10. Despite the clear legal position concerning water charges, the Department has persisted in billing practices that include unspecified balances in invoices for water charges to water users,

incorporating amounts exceeding three years from the date of issue. As already mentioned, these water charges, in many cases, date back as far as 28 years ago.

11. Regrettably, this issue seems to extend beyond mere accounting errors or the Department's inability to render proper accounts; it has escalated to water users being handed over to collection agencies and firms of attorneys for recovery of ostensible monies owed pursuant to these improper accounts.

12. We have received reports indicating that certain water users, particularly in the Limpopo and Gauteng provinces, have been issued with summons concerning alleged debts owed to the Department. Consequently, a significant number of water users across South Africa, have been subjected to intimidation by debt collectors and compelled to incur considerable expenses in defending themselves against claims primarily composed of prescribed amounts.



13. This situation is not only of concern to our client due to its effect on water users but has also resulted in what our clients deem to be a staggering increase in the wastage of public funds. According to our clients, the Department's wastage is likely to exceed multiple millions of rand already.

14. Regrettably, owing to the Department's evident reluctance to address these issues, our clients have been compelled to legal advice and assistance.

15. The matter demonstrates a purported change in the Department's policy concerning water charges and collections, resulting in the initiation of unlawful collection and recovery actions against water users for already prescribed charges. All of this seemingly occurs notwithstanding the significant failure of the Department's revenue and accounting services to invoice water users accurately and regularly.

16. While our clients remain perplexed by the Department's abandonment of the correct legal position, it is surmised that this has been undertaken to (unlawfully) increase its revenue. Regrettably, this has fostered growing distrust amongst water users towards the Department, specifically regarding accounting practices and the management of their accounts.

17. Pursuant to our instructions, we hereby demand that the Department cease all unlawful collection endeavours against water users concerning prescribed water charges. Furthermore, we require that directives be issued to all Departmental staff and all appointed collection

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agencies and firms of attorneys, instructing them to cease all collection and recovery attempts concerning water charges that have already been prescribed.

18. Moreover, our clients require the Department to undertake:

18.1 to issue monthly, alternatively quarterly invoices for water charges.

18.2 to rectify all water user accounts to reflect only non-prescribed charges.

18.3 to refrain from initiating collection or legal proceedings against water users without first issuing a specified invoice and account.

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18.4 to furnish complete specified accounts days detailing individual charges levied, within 14 (fourteen) days, if so requested by water users, in order for such users to ascertain the lawful extent of water charges on their accounts.

19. We further require that the Department furnish our clients with copies of all pertinent records and reasons for the Department's policy and actions concerning the collection of prescribed water charges. In this context, we specifically seek all records and reasons for the Department's extant invoicing, recovery, and collection policies regarding water charges.

20. Please be advised that we require a written response by **no later than 14 May 2024**. Failing thereto, our clients reserve the right to approach the High Court for relief, which relief may include such declaratory and interdictory orders as are necessary. Furthermore, our clients retain their rights to seek a review of any policies relied upon by the Department for debt recovery contravening section 57(5) of the National Water Act, read in conjunction with the Prescription Act.

21. We await your response.

Yours faithfully,

KRIEK WASSENAAR & VENTER ING
Péter Wassenaar – Director
(e) peter@kriekprok.co.za

From: Liam Enslin
Date: 2024/04/30 10:51:00
To: phillipss@dws.gov.za; mdakanep@dwa.gov.za; KhudugaM@dws.gov.za; zondos@dws.gov.za; bembet@dws.gov.za; motswakael@dws.co.za; revenue@dws.gov.za
CC: Peter Wassenaar
Subject: Prescription of Water Use Charges and Unlawful Collection Practices of the Department
Attachments: Department of Water and Sanitation sent 20240430.pdf;
Size: 292,56 KB

Good day,

Find attached hereto a letter for your perusal.

Kindly acknowledge receipt hereof.

Yours faithfully / Die uwe

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KRIEK WASSENAAR & VENTER ING

water & sanitation

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REPUBLIC OF SOUTH AFRICA

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Dear Sir/Madam

RE: DEPARTMENT OF WATER AND SANITATION // SAKELIGA NPC & TLU SA

1. We refer to the above matter and in particular, receipt of your letter dated 30 April 2024.

2. Kindly note that water use charges and water research levies are applied to give effect to the progressive realization of the right to access to water in terms of Section 27 (1) of the Constitution. The water use charges imposed to your client does not constitute a debt as contemplated by the Prescription Act, but an obligation arising out of the Constitution of the Republic of South Africa and the National Water Act 98 of 1998 (NWA). In ***Njongi v MEC, Department of Welfare, Eastern Cape,***[1], Yacoob J said in this regard:

> ***"I have doubts whether prescription could arise when the debt claimed is a social grant, where the obligations in respect of which performance is sought is one which the Government is obliged to perform in terms of the Constitution and where the non-performance of the Government represents conduct that is inconsistent with the constitution…".***

[1] 2008 (4) SA 237 (CC) at para 42

3. Furthermore, the Court in the case of ***Minister of Water and Sanitation v Amathole District Municipality***,[2] concurred with the aforesaid assertion and concluded that prescription does not apply to water use charges.

4. Therefore, the Department rejects your client's settlement proposal and demand that your client's pay the amount overdue and interest charges since water use charges does not constitute a debt, but a constitutional obligation.



Yours Faithfully



MPHO RATSHISUSU
CHIEF DIRECTOR: LEGAL SERVICES
DATE: 13.05.2024

[2] case no 1040/2018



Citation	2021 (4) SA 252 (ECG)
Case No	1040/2018
Court	Eastern Cape Local Division, East London
Judge	Griffiths J
Heard	September 1, 2020
Judgment	September 1, 2020
Counsel	*M Dewrance SC* (with *M Skhakane*) for the applicant. *S Cole SC* (with Adv *Cole*) for the respondent.

Flynote : Sleutelwoorde

Constitutional law — Duties of state — Constitutional obligation of municipality to pay statutory water use charges — Extinctive prescription — Whether amounting to 'debt' prescribing after three years — Prescription Act 68 of 1969, s 11*(d)*.

Prescription — Extinctive prescription — Constitutional obligation of municipality to pay statutory water use charges — Whether amounting to 'debt' prescribing after three years — Prescription Act 68 of 1969, s 11*(d)*.

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Headnote : Kopnota

The Minister, in an action against the defendant municipality for structural and other relief, had sought a declaratory order that the municipality's failure to pay off arrear statutory water use charges, dating back to 2003, threatened constitutionally protected rights to water (s 27(1)) and was otherwise inconsistent with the Constitution.

An exception to the Minister's particulars of claim, that it was barred by the principle of subsidiarity from relying directly on the Constitution, was dismissed by Stretch J in a separate written judgment. The present judgment concerned the Minister's opposed exception against the municipality's special plea and its plea. These raised issues of whether water use charges constituted a debt for the purposes of the Prescription Act 68 of 1969; and if not, whether the constitutional obligations of the municipality as pleaded by the Minister were, nonetheless, subject to the Prescription Act, so that those obligations which arose more than three years before the issue of summons had thus prescribed.

Held

Stretch J, in dismissing the exception, held that the claim was not based on a statutorily enforceable series of debts owed by the defendant to the plaintiff, but that the plaintiff's cause of action amounted to an enforcement of the defendant's constitutional obligations. The first issue was therefore res judicata (see [13]).

The municipality's role, powers, responsibilities and duties to give effect to the right to water as set forth in the Constitution and the subordinate water legislation promulgated in terms of the Constitution, could not amount to 'debts' for the purposes of the Prescription Act, as this would lead to an undermining of the very purpose of such a right created under the Constitution. Were a state entity such as the defendant able to claim that its obligations in this regard prescribe after a period of three years, the progressive realisation of rights could never be achieved. And, even if the debts arising from the subordinate legislation have prescribed, the court could still consider prescribed debts in fashioning just and equitable relief under s 172(1)*(b)*. It followed that exception to the special plea, and to those parts of the plea raising the question of prescription, would be upheld. (See [17], [20] – [21].)

Cases cited

Allpay Consolidated Investment Holdings (Pty) Ltd and Others v Chief Executive Officer, South African Social Security Agency and Others

2014 (4) SA 179 (CC) (2014 (6) BCLR 641; [2014] ZACC 12): referred to

Buffalo City Metropolitan Municipality v Asla Construction (Pty) Ltd 2019 (4) SA 331 (CC) (2019 (6) BCLR 661; [2019] ZACC 15): referred to

BW Bright Water Way Props (Pty) Ltd v Eastern Cape Development Corporation 2019 (6) SA 443 (ECG): referred to

Children's Resource Centre Trust and Others v Pioneer Food (Pty) Ltd and Others 2013 (2) SA 213 (SCA) ([2012] ZASCA 182): referred to

Khumalo and Another v MEC for Education, KwaZulu Natal 2014 (5) SA 579 (CC) (2014 (3) BCLR 333; [2013] ZACC 49): referred to

Mazibuko and Others v City of Johannesburg and Others 2010 (4) SA 1 (CC) (2010 (3) BCLR 239; [2009] ZACC 28): considered

Minister of Safety and Security and Another v Hamilton 2001 (3) SA 50 (SCA) ([2003] 4 All SA 117; [2001] ZASCA 22): referred to

My Vote Counts NPC v Speaker of the National Assembly and Others 2016 (1) SA 132 (CC) (2015 (12) BCLR 1407; [2015] ZACC 31): referred to

Ngomane and Others v Johannesburg (City) and Another 2020 (1) SA 52 (SCA) ([2019] 2 All SA 69): referred to

Njongi v MEC, Department of Welfare, Eastern Cape 2008 (4) SA 237 (CC) (2008 (6) BCLR 571; [2008] ZACC 4): dictum in para [42] applied

Off-Beat Holiday Club and Another v Sanbonani Holiday Spa Shareblock Ltd and Others 2017 (5) SA 9 (CC) ([2017] ZACC 15): dictum in paras [41] and [42] applied.

Legislation cited

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Case Information

M Dewrance SC (with *M Skhakane*) for the applicant.

S Cole SC (with Adv *Cole*) for the respondent.

An opposed exception to a special plea and plea.

Order

1. The plaintiff's exception to the defendant's special plea and paras 30.2 and 33.1 – 33.3 of the defendant's plea is upheld;
2. The plaintiff's exception to various other paragraphs of the defendant's plea is dismissed;
3. The defendant is granted leave to amend its special plea and plea within 21 days of this order;
4. Should the defendant fail to amend its special plea in accordance with para 3 of this order, the special plea is dismissed.
5. The costs of the exception are reserved for decision by the trial court.

Judgment

Griffiths J:

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[1] This is an opposed exception to a special plea and plea. The plaintiff issued summons against the defendant for the following relief:

'*(a)* The defendant's failure to pay water use charges under the NWA (National Water Act) [1] and water research levies under the WRA

(Water Research Act) pleaded herein: [2]

(i) threatens everyone's right to water guaranteed in section 27(1) of the Constitution; [3] and

(ii) is declared inconsistent with sections 1*(a)*, *(b)*, *(c)*, 2, 7(2), 152, 195 and 237 of the Constitution of the Republic of South Africa 1996;

(b) The defendant be ordered to regularly report, under oath, to the Honourable Court on how it has complied with its constitutional obligations;

(c) The defendant is ordered to forthwith pay:

(i) the water use charges set out in (specified annexures attached to the plaintiff's particulars of claim) in the amount of R44 743 259,46;

(ii) water research levies set out in (specified annexures) in the amount of R1 828 026,23; or

(iii) such other amount which the Honourable Court deems to be just and equitable into the Water Trading Account of the Water Trading Entity;

(d) In the event that the defendant disputes the quantum of its liability in respect of (these charges and levies), a Special Master is appointed to determine the quantum thereof;

(e) That the special Master is granted the same powers as that of a referee in terms of section 38 of the Superior Courts Act; [4]

(f) Mora interest from the date of demand to the date of payment;

(g) The defendant pays the costs of the plaintiff on an attorney and client scale, including the costs consequent upon the employment of four counsel, which costs will include the costs of senior counsel.'

[2] The defendant excepted to the plaintiff's particulars of claim on various bases, including a ground that the pleadings were vague and embarrassing as it was unclear whether the plaintiff relied on statutory causes of action or on a constitutional cause of action. The exception was heard by Stretch J who, in a fully reasoned judgment, dismissed it with costs.

[3] Consequent upon this the defendant raised a special plea of prescription and pleaded over on the merits. To both the special plea, and various portions of the plea, the plaintiff has excepted. It is this exception which now falls for decision.

[4] Because of their importance in reaching a decision in this regard, it is necessary to reproduce both the special plea and notice of exception in full. The special plea reads as follows:

'The Defendant raises the following Special Plea to the Plaintiff's Particulars of Claim:

1. The Plaintiff has pleaded, in paragraph 31 of the Particulars of Claim, that the tariffs for water charges for the water management area between the Mzimvubu River to the Keiskamma River, and

between the Fish River to the Tsitsikama River, for the years 2003 to 2018, have been determined by various Acts and pricing strategies promulgated from time to time.

2. The Plaintiff has further pleaded that the Defendant is liable for water use charges, excluding interest, for the period 2003 to 2018, and has itemized the cost of both water usage and water research levies for the stated period.
3. The Plaintiff has further specifically pleaded, in paragraph 13 of the Particulars of Claim that the water use charges, totalling approximately R44 000 000 do not constitute the imposition of a tax, levy or duty, and the Plaintiff further contends that water research levies due constitute the imposition of a levy in terms of Section 11(1)*(b)* of the Water Research Act 34 of 1971.
4. The Defendant pleads that the water use charges constitute a debt, being a liquidated amount allegedly due and owing and payable by the Defendant to the Plaintiff for the years 2003 to 2018 inclusive.
5. In terms of Section 12 of the Prescription Act 68 of 1969, prescription shall commence to run as soon as the debt is due, and [in] terms of Section 11*(d)* of the Prescription Act, such debts shall prescribe after the passage of three years.
6. When Summons was served on the Defendant on the 5th of September 2018, the Defendant pleads that all water use charges, which arose as debts on or before the 4th of September 2015, had prescribed.

WHEREFORE the Defendant prays that the Plaintiff's claims for water use charges incurred before the 5th of September 2015 be dismissed with costs.'

[5] The plaintiff's exception reads as follows:

'KINDLY TAKE NOTICE FURTHER THAT the grounds upon which the Plaintiff relies upon are set out hereunder:

First Ground

1. In paragraphs 4 to 6 and its special plea prayer, the Defendant raises a special plea of prescription.
2. In particular, in paragraph 4 of the plea, the Defendant contends that its liability to pay water use charges for the period 2003

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to 2018 constitutes a debt as contemplated in section 12 of the Prescription Act 68 of 1969 (the Prescription Act).
3. Accordingly, the Defendant pleads that its liability to pay water use charges for the 2003 to 2015 water use periods have prescribed.
4. The Plaintiff pleads that the Minister is the public trustee and custodian of the country's water resources.
5. In terms of section 59(2) of the National Water Act 36 of 1998 (the NWA) the Defendant must pay all water use charges imposed under section 57 of the NWA read with the pricing strategies promulgated, from time to time, in terms of section 56 of the NWA.
6. The obligation to pay the aforesaid water use charges is peremptory by virtue of the fact that the Defendant has registered its water use as contemplated by section 26 of the NWA.
7. Paragraph 29 of the Plaintiff's particulars of claim is repeated.
8. The Plaintiff pleads that:
   8.1 she is competent to raise and collect water use charges imposed on the Defendant;

Griffiths J

   8.2 *the water use charges imposed on the Defendant [do] not constitute the imposition of a tax, levy or duty in terms [of] section 57(5) of the NWA*; and
   8.3 the water use charges do not constitute a debt as contemplated by the Prescription Act but an obligation arising out of the Constitution, 108 of 1996 (the Constitution) and the NWA.
9. The water use charges and water research levies are applied to give effect to the progressive realization of the right to access to water in section 27(1) of the Constitution.
10. The Defendant's non-performance of and non-compliance with constitutional obligations is not a debt as contemplated by the Prescription Act.
11. In the absence of the prescription, the Defendant has no defence to its liability to comply with its constitutional obligation which include[s] the payment of the water use charges.
12. In the result, the special plea lacks averments to sustain a defence and is excipiable.

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Second Ground

13. In paragraphs 30.1, 30.2 and 32 of its plea, the Defendant disputes its liability to pay water use charges for the period beginning 2003 to 2018.
14. In paragraph 30.2, the Defendant refers to the prescription special plea wherein the liability is disputed on the basis of prescription in respect of the water use charges levied from 2003 to 4 September 2015.
15. On the Defendant's version the water use charges in respect of 5 September 2015 to 2018 water use period have not prescribed.
16. However, even if it is assumed that the Prescription Act applies (which is denied), then in that event the Plaintiff pleads that the Defendant has not pleaded the necessary allegations which constitute and/or sustain a defence.
17. In the circumstances, the plea is excipiable for lack of averments necessary to sustain a defence.

Third Ground

18. In paragraphs 33.1 to 33.5 of its plea, the Defendant poses a rhetorical question relating to the applicability of the Prescription Act. At the same [time], the Defendant refers to its special plea of prescription.
19. This is a purported plea to the positive assertion by the Plaintiff that the water use charges do not constitute a debt contemplated by the Prescription Act.
20. The Defendant makes a bare denial. It does not set out the basis of its denial that the water use charges do not constitute a debt in terms of the Prescription Act. In any event, non-performance [of] constitutional obligations in the form of non-payment of the water use charges is not subject to the Prescription Act.
21. The special plea only deals with the time and does not deal with the basis why the water use charges constitute a debt contemplated in section 12 of the Prescription Act.
22. Moreover and as stated above, prescription as a defence is not available to the Defendant in terms of section 57(5) of the NWA and given that the liability is constitutionally based.
23. In the circumstances, the plea is excipiable for lack of averments necessary to sustain a defence.

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24. In paragraph 34 of its plea, the Defendant denies that water research levies were levied against it and therefore disputes the liability thereof.
25. The said paragraph constitutes a bare denial in circumstances where the Defendant is required to set out the reason for disputing that the water research levies were levied against it.
26. This is compounded by the Defendant's failure to plead to the allegation that the Plaintiff had an obligation to collect the water research levies.
27. In the circumstances, the plea is excipiable for lack of averments necessary to sustain a defence in respect of the levying and the liability to pay the water research levies.

Fifth Ground

28. In pleading to the Plaintiff's allegations that the pleaded water research levies were recoverable from the Defendant, the Defendant in paragraphs 36 and 41 of its plea does not state its defence. Rather, the Defendant makes a bare and evasive denial.
29. The Defendant is required to set out the basis for disputing its liability. Further, the Defendant does not in its plea make allegations with such particularity to disclose a defence *alternatively* enable the Plaintiff to assess the case it must meet.
30. In the circumstances, the plea is excipiable for lack of averments necessary to sustain a defence in respect of the levying and the Defendant's liability to pay the water research levies.

Sixth Ground

31. In paragraph 45.1 of its plea, the Defendant evasively denies that it has failed to pay or refused to pay water charges or water research levies. It then refers to "*what is set out above*". Accordingly, the Defendant appears to deny that it has threatened everyone's right to access to water.
32. However, and as set out above, the Defendant has not set out the basis of its defence(s).
33. Accordingly, the Defendant's plea does not contain allegations which sustain a defence in respect of threatening everyone's right to access to water.
34. In the circumstances, the plea is excipiable for lack of averments necessary to sustain a defence in respect of the infringement of the right to access to water.

WHEREFORE the Plaintiff prays for an order that:

1. the exception is upheld.
2. the Defendant's plea be set aside and defence dismissed.
3. in the event that the Defendant is granted leave to amend the plea, if the Defendant fails to amend within 10 days of the Court's Order, then the Defendant's defence is dismissed.
4. costs of suit.
5. further and/or alternative relief.' [Emphasis added.]

[6] The plaintiff has clearly stated, both in her particulars of claim and in argument before me, that her cause of action is based on the Constitution and that she does not rely on a statutory cause of action. In this regard, the plaintiff pleaded as follows in para 20 of her particulars of claim:

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'The Minister pleads that:

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20.1 this matter does not relate to the exercise of a statutory power or function but is aimed at vindicating the Constitution and seeking a just and equitable remedy against the defendant's breaches of its constitutional obligations as pleaded herein;
20.2 the issues to be determined in this matter are constitutional matters which are only justiciable by a court of law under section 172(1) of the Constitution which is the final arbiter of constitutional matters and not the persons or entities referred to in IRFA.'

[7] And again in paras 55 and 56:

'55. The Minister pleads that the facts of this case warrant an order which is just and equitable in terms of section 172(1)*(b)* of the Constitution.
56. The Minister pleads that a just and equitable order, in the circumstances of this matter, would be:
56.1 an order directing the defendant to forthwith comply with its constitutional obligations pleaded herein;
56.2 a structural interdict requiring the defendant to regularly report to the Honourable Court on how it has complied with its aforesaid constitutional obligations; and
56.3 that the defendant forthwith pay the outstanding water use charges and water research levies pleaded herein.'

[8] In dealing with the defendant's alleged failure to carry out its constitutional obligations, the plaintiff has, in extenso, set out the provisions of the NWA and the WRA and has alleged that the defendant has, for many years, failed to pay the water use charges as levied in terms of these Acts. These actions or failures, for various reasons alleged in the particulars of claim, amount to a violation of its constitutional duties by the defendant. Accordingly, the plaintiff has argued that, as it seeks redress in terms of the Constitution and, in particular, in terms of s 172 (1) thereof, no direct reliance is placed on the subsidiary statutes for its claim. A fortiori, so it is argued, the Prescription Act cannot be raised against it as such duties are not obligations for the purposes of extinctive prescription and/or are not 'debts' for the purposes of that Act. As regards the further grounds of exception, the plaintiff has argued that these effectively amount to a bald denial and that the defendant has not placed a proper defence before the court.

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[9] The defendant's arguments in response is that —

[9.1] the plaintiff's cause of action, when shorn of 'extra verbiage', boils down to nothing more than a claim to recover a debt;
[9.2] however one may try to present it, the right of a creditor to claim that a debtor is liable to pay charges amounts to nothing more than a claim by a creditor as against the debtor for the payment of a debt;
[9.3] the water use charges and levies as set out in the particulars of claim are both debts for the purposes of the Prescription Act. Accordingly, such debts prescribe within a period of three years

from the time when the debt becomes due in accordance with ss 12(1) and 11*(a)* of that Act;
[9.4] even if it is so that the plaintiff has indeed claimed an enforcement of the defendant's constitutional obligations, these, likewise, are governed by the Prescription Act and will prescribe after a period of three years;
[9.5] therefore, the special plea is good in law and cannot be challenged on exception;
[9.6] as regards the further grounds of exception, the relevant paragraphs of the plea amount to a denial that the plaintiff has indeed raised the water use charges and/or levies as pleaded in the particulars of claim and/or a denial that the plaintiff has indeed at any stage before issue of summons claimed such from the defendant. Accordingly, it cannot lie in the mouth of the plaintiff to except to these parts of the defence as she has been put to the proof of her claim in this regard.

[10] As regards the main issue between the parties it seems to me that there are two questions which this court is required to determine. These are: firstly, does the plaintiff's cause of action amount to an enforcement of the defendant's constitutional obligations or is it simply based on a statutorily enforceable series of debts owed by the defendant to the plaintiff; and, secondly, if it is indeed a constitutional claim, have the defendant's obligations in terms of the Constitution prescribed pursuant to the provisions of the Prescription Act?

[11] The first issue has, in my view, been laid to rest by the judgment of Stretch J in this matter in dealing with the defendant's exception to the plaintiff's particulars of claim. That exception, and her judgment, dealt in the main with the principle of subsidiarity, it having been contended by the defendant, firstly, that the plaintiff's claim alleged that the NWA and the WRA contained statutory claims for charges and levies and were enacted to give effect to the constitutional right of access to water; and, secondly, because the amounts sued for were levied in terms of those two pieces of legislation, water users are obliged to pay those amounts in terms thereof. It was accordingly submitted that the plaintiff was obliged to pursue her claims in terms of those subordinate pieces of legislation and could not rely on the Constitution. Stretch J proceeded to deal with this as follows: [5]

'[8] I now return to the defendant's argument regarding the application of the principle of subsidiarity. It is contended on the defendant's behalf that both the Water Act and the Research Act provide statutory remedies for the recovery of levies and charges. In terms of the principle of constitutional subsidiarity, so the argument goes, the plaintiff is required to make use of these remedies in order to pursue her rights. She is not permitted to rely directly on the Constitution without challenging the aforesaid legislation as falling short of the constitutional

standard. The defendant argues that the plaintiff has not pleaded such a challenge and is accordingly barred from relying on a constitutional cause of action. In this respect the defendant appears to rely, inter alia, on the following extract from *My Vote Counts NPC v Speaker of the National Assembly and Others* [6] where Cameron J says the following:

"[52] But it does not follow that resort to constitutional rights and values may be freewheeling and haphazard. The Constitution is primary, but its influence is mostly indirect. It is perceived through its effects on the legislation and the common law — to which one must look first.

[53] These considerations yield the norm that a litigant cannot directly invoke the Constitution to extract a right he or she seeks to enforce without first relying on, or attacking the constitutionality of legislation enacted to give effect to that right. This is the form of constitutional subsidiarity Parliament invokes here. Once legislation to fulfil a constitutional right exists, the Constitution's embodiment of that right is no longer the prime mechanism for its enforcement. The legislation is primary. The right in the Constitution plays only a subsidiary or supporting role.

[54] Over the past 10 years this court has often affirmed this. It has done so in a range of cases. First, in cases involving social and economic rights, which the Bill of Rights obliges the state to take reasonable legislative and other measures, within its available resources, to progressively realise, the court has emphasised the need for litigants to premise their claims on, or challenge, legislation Parliament has enacted. In *Mazibuko* [7] the right to have access to sufficient water guaranteed by s 27(1)*(b)* was in issue. [8] The applicant sought a declaration that a local authority's water policy was unreasonable, but it did so

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without challenging a regulation, issued in terms of the Water Services Act, that specified a minimum standard for basic water supply services. This, the court said, raised 'the difficult question of the principle of constitutional subsidiarity'. O'Regan J, on behalf of the court, pointed out that the court had repeatedly held 'that where legislation has been enacted to give effect to a right, a litigant should rely on that

legislation in order to give effect to the right or alternatively challenge the legislation as being inconsistent with the Constitution. The litigant could not invoke the constitutional entitlement to access to water without attacking the regulation and, if necessary, the statute." [9]

[9] In the premises the defendant contends that the plaintiff's constitutional claim for payment is hit by the principle of subsidiarity, firstly because the claim alleges that the two pieces of legislation containing statutory claims for charges and levies were enacted to give effect to the constitutional right of access to water, and secondly, because the amounts sued for were levied in terms of the Water Act and the Research Act, and that water users are obliged to pay those amounts in terms of these two pieces of legislation. Differently put, they are statutory claims for amounts contemplated in the legislation, which have concomitant statutory causes of action. Thus it is unnecessary for the plaintiff to rely on the Constitution.

[10] Finally, it is contended that if this court allows the plaintiff to bypass the claims provided for in the two pieces of legislation and to fall back on s 27 of the Constitution, I would be allowing the plaintiff to circumvent legislation, which it is common cause, has been passed by Parliament for the purpose of promoting the s 27 right. The defendant says that if the exception is allowed on this ground the leading of evidence on the quantum of the plaintiff's claim will be obviated, thus disposing of a significant portion of the litigation. Indeed, it would obviate the leading of evidence on questions such as the defendant's registration of water users, water tariffs, the defendant's actual liability to pay water charges in respect of 25 alleged water users, the imposition of research levies and the defendant's liability for eight of these. [10]

[11] As I have said, it has been argued on her behalf that the plaintiff expressly states that she is vindicating or endorsing the constitutional right of the people to water and the government's duty to provide it. [11] It is for that reason, so the plaintiff contends, that the relief is couched in the form of a just and equitable remedy. It is to ensure that the defendant meets its obligations in terms of the Constitution. The

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plaintiff further contends that the averments in respect of water legislation are supportive of the constitutional cause of action and are not self-standing causes of action. They are referred to as proof of the constitutional complaint against the defendant and are nothing more than "triggers" to a cause of action.

[12] As I understand the pleadings, the plaintiff's first prayer is for a declaration of constitutional invalidity based on the principle of legality, followed by further prayers for, as the plaintiff's counsel puts it, "structured" relief. It is significant, in my view, that the defendant has not excepted to the plaintiff's prayer for a declaration of invalidity. Nor has it excepted to the claim that the defendant be directed to report to this court on how it has complied with its constitutional obligations — and to my mind properly so. Section 172 of the Constitution, which outlines the powers of this court when dealing with constitutional matters, reads as follows:

"172 Powers of courts in constitutional matters

(1) When deciding a constitutional matter within its power, a court —

(a) must declare that any law or conduct that is inconsistent with the Constitution is invalid to the extent of its inconsistency; and

(b) may make any order that is just and equitable, including —

(i) an order limiting the retrospective effect of the declaration of invalidity; and

(ii) an order suspending the declaration of invalidity for any period and on any conditions, to allow the competent authority to correct the defect."

[13] It goes without saying that in order for the plaintiff to qualify for an order stating that the defendant's conduct is inconsistent with the Constitution and for a declaration of invalidity flowing therefrom (which order this court is compelled to make if the plaintiff succeeds), [12] the plaintiff (in the event of the impugned conduct being partly or wholly disputed) must allege and prove the conduct which it avers is inconsistent with the Constitution. In my view, the plaintiff has alleged this, as she was constrained to do in order to avoid excipiable pleadings, by —

(a) establishing her *locus standi* as a member of the Cabinet as contemplated in the Constitution;

(b) demonstrating her cause of action with reference to her constitutionally delegated powers, duties and responsibilities particularly with respect to the right to water enshrined in the Bill of Rights, and the mandatory responsibility on the state to "take reasonable legislative and other measures, within its available resources, to achieve the progressive realisation of each of these rights"; [13]

(c) establishing the locus standi of the defendant as a municipality as contemplated in the Constitution;

(d) demonstrating the defendant's role, powers, responsibilities and duties to give effect to the right to water as set forth in the Constitution and the subordinate water legislation promulgated in terms of the Constitution;

(e) illustrating how, when and where the defendant has behaved in a manner which is inconsistent with the constitutional imperative to achieve the realisation of the right to water by, inter alia, failing to pay rates and charges levied in terms of the water legislation promulgated to give effect to the right to water and to ensure the provision of services to communities in a sustainable manner; [14]

(f) prevailing upon the court to declare that such conduct is inconsistent with the Constitution and accordingly invalid;

(g) requesting . . . the court thereafter to exercise the powers which flow from a declaration of invalidity and to make an order which it deems just and equitable, in terms of s 172;

(h) recommending or suggesting to the court that just and equitable relief in the circumstances would be to direct the defendant to forthwith comply with its constitutional obligations by adhering to the relevant water legislation and by giving account of the steps it has taken to pay the levies and charges;

(i) recommending or suggesting to the court that in the event that only the quantum of the defendant's debt is in dispute with respect to the payment of levies and charges, that a suitably qualified and competent entity be appointed to assist with the determination thereof.

[14] In the result I cannot find any fault with the plaintiff's submission that the various Acts dealing with water legislation were referred to in the pleadings in order to demonstrate the defendant's failure to comply with its constitutional obligations and not to enforce the statutory provisions. In principle, I see no reason why a distinction ought to be made between the matter before me and those cases where municipalities who have made themselves guilty of conduct which is inconsistent with the Constitution have approached high courts in the spirit of self-redress for a declaration of invalidity, whereafter the courts, in terms of s 172 have invariably granted consequential just and equitable relief appropriate to the circumstances.'

[12] Based on this reasoning, and after dealing with certain other matters raised in that exception, Stretch J dismissed the defendant's exception with costs.

[13] The decision of Stretch J is binding on me, not only as a decision of a court of equal footing within this division, [15] but because it is a decision which disposes of an issue in this very matter and is thus res judicata. [16] As indicated earlier in this

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judgment, the defendant has again argued (in response to the exception brought by the plaintiff) that its special plea of prescription should be upheld on the basis that the plaintiff simply cannot choose or elect to base its cause of action on the Constitution when subordinate legislation has been enacted to deal therewith. This is nothing more than the same argument which served before Stretch J, namely that of subsidiarity. This issue has already been disposed of in the plaintiff's favour.

[14] The second issue is whether the special plea is legally sound on the basis that the constitutional obligations of the defendant as pleaded by the plaintiff are, nonetheless, subject to the Prescription Act, and that those obligations which arose more than three years before the issue of summons have thus prescribed.

[15] A useful starting point to this inquiry is the case of *Njongi v MEC, Department of Welfare, Eastern Cape*, [17] upon which the plaintiff places reliance for her submission that constitutional obligations such as those borne by the defendant (as pleaded by the plaintiff) are not debts and do not prescribe. Yacoob J said in this regard:

> 'I have doubts whether prescription could legitimately arise when the debt that is claimed is a social grant; where the obligation in respect of which performance is sought is one which the government is obliged to perform in terms of the Constitution; and where the non-performance of the government represents conduct that is inconsistent with the Constitution. Despite constitutional concerns, I reluctantly conclude that this important issue should not be decided in this judgment. There are two reasons for this. The first is that the question was not raised before and therefore not considered by either the High Court or the full court. Secondly, possible injustice consequent upon a successful plea of

> prescription can be averted without deciding whether prescription can be raised by the State at all in these circumstances. This case is decidedly not a precedent for the proposition that the defence of prescription is available to the State in these circumstances.'

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[16] The defendant has correctly argued that this is obiter. Yacoob J, in the final line of the quoted paragraph, made it clear that *Njongi*'s case was not to be regarded as a precedent for the state in future cases to argue that prescription is available when constitutional obligations borne by the state are in question. This is so because the Constitutional Court decided the issue on a different basis, without having to reach a final decision with regard to prescription of the state's constitutional obligations. It is quite clear therefore that he left the question open but made it clear that his view was that such obligations were not 'debts' for the purposes of the Prescription Act.

[17] I share this view. It seems to me that in the present matter the defendant's role, powers, responsibilities and duties to give effect to the right to water as set forth in the Constitution (and as pleaded by the plaintiff in her particulars of claim), and the subordinate water legislation promulgated in terms of the Constitution, cannot amount to 'debts' for the purposes of the Prescription Act, as this would lead to an undermining of the very purpose of such a right created under the Constitution. Were a state entity such as the defendant able to claim that its obligations in this regard prescribe after a period of three years, the progressive realisation of such rights could never be achieved. In any event, in my view the Prescription Act remains legislation which is subordinate to the Constitution. The legitimacy of its provisions, or any one of them, may be questioned and measured as against the Constitution and the principles enshrined therein. Had the Constitution intended that such obligations were to be struck by the provisions of the Prescription Act, it would surely have said so. More tellingly, were such a situation to prevail, the courts would inevitably be hamstrung in dealing with such conduct on the part of the state which is inconsistent with the Constitution pursuant to the provisions of s 172(1)*(a)* of the Constitution (which requires a court to declare that any law or conduct that is inconsistent with the Constitution is invalid to the extent of its inconsistency).

[18] There is a further reason as to why the special plea should fail. In the case of *Off-Beat Holiday Club and Another v Sanbonani Holiday Spa Shareblock Ltd and Others* [18] the Constitutional Court held as follows:

> 'The court in granting just and equitable relief cannot of course revive prescribed debts. But it can take them into account in assessing whether governance calls for a just and equitable remedy now. It may be that, in practice, it will be difficult to fashion a remedy that takes these considerations into account. But that is not a reason for barring the court's power, a priori, on the ground that the debts have prescribed.
>
> The practical value of understanding the provision in this way is that it enables a court to determine the complaint without an applicant being

> barred at the outset on the basis that the source of the claim is a debt that has long prescribed. The provision is about institutional governance. It provides a crucial mechanism to keep corporate bullying at bay. An understanding of the provision that furthers this aim is one that should be adopted.'

[19] That matter dealt with s 252 of the largely repealed Companies Act of 1973 [19] which allowed the courts to provide an equitable remedy to minority shareholders aggrieved by 'unfairly prejudicial, unjust or inequitable' conduct by the majority or the board. Section 172 is, similarly, a crucial mechanism for keeping public administration in check. It thus serves a similar function to s 252 of the Companies Act but is far broader in that it has a constitutional imperative. Section 172(1)*(a)* of the Constitution obliges a court, once it has found that any law or conduct is inconsistent with the Constitution, to declare such conduct invalid to the extent of its inconsistency. Subsection *(b)*, however, gives the court a wide discretion to make any order that is 'just and equitable'. [20]

[20] It seems to me clear therefore that in considering relief which is just and equitable pursuant to the provisions of s 172(1)*(b)*, the court must be entitled to consider prescribed debts. In doing so, the court does not have the power to revive such debts if they have indeed prescribed pursuant to the Prescription Act, but it has the power to consider the ramifications of such debts in dealing with the broad discretion conferred upon it by this subsection.

[21] It follows from this that the special plea cannot be good in law both because the constitutional obligations of the defendant as alleged by the plaintiff cannot prescribe; and because, even if the debts arising from the subordinate legislation have prescribed, the court can still consider them in fashioning the relief it should grant. From this it follows further that the exception to the special plea, and to those parts of the plea that raise the question of prescription, must be upheld on the basis that, in this regard, the objections raised in the exception go to the root of the defence. [21]

[22] In my view, this finding does not mean that the plaintiff is absolved from proving its case. On the contrary, the plaintiff is still obliged to prove all those aspects it has pleaded as summarised in para 13 of the judgment of Stretch J as quoted above.

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[23] This then disposes of the first ground of the special plea which falls to be upheld.

[24] As regards the second ground, exception is taken to paras 30.1, 30.2 and 32 of the defendant's plea. It seems to me that it is only subpara 30.2 thereof which falls foul of this court's decision as set out above in that it again raises the question of prescription. Subparagraph 30.1 and para 32, as read with the rest of the plea, in my view validly raise a denial that the plaintiff has indeed raised the water use charges and/or levies or has claimed them from the defendant. The plaintiff is put to the proof of these aspects and the plea cannot be excipiable on this ground.

[25] The third ground (subparas 33.1 – 33.3 of the plea) again raises the question of prescription and falls foul of the above conclusions. The exception must accordingly succeed.

[26] Finally, the fourth, fifth and sixth grounds once again raise a denial that the various levies were indeed raised and/or claimed by the plaintiff from the defendant. They are not excipiable.

[27] As regards the question of costs, the plaintiff has asked that these be reserved for decision by the trial court, which the defendant has agreed to.

[28] The following order is made:

1. The plaintiff's exception to the defendant's special plea and paras 30.2 and 33.1 – 33.3 of the defendant's plea is upheld;
2. The plaintiff's exception to various other paragraphs of the defendant's plea is dismissed;
3. The defendant is granted leave to amend its special plea and plea within 21 days of this order;
4. Should the defendant fail to amend its special plea in accordance with para 3 of this order, the special plea is dismissed.
5. The costs of the exception are reserved for decision by the trial court.

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Applicant's Attorneys: *AA Solwandle Attorneys.*

Respondent's Attorneys: *Lionel Trichardt & Associates.*

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[1] Act 36 of 1998.

[2] Act 34 of 1971.

[3] Act 108 of 1996.

[4] Act 10 of 2013.

[5] Because Stretch J was dealing with the same matter as this court at an earlier stage thereof, her judgment in this regard has been quoted in full, including the footnotes.

[6] 2016 (1) SA 132 (CC) (2015 (12) BCLR 1407; [2015] ZACC 31).

[7] *Mazibuko and Others v City of Johannesburg and Others* 2010 (4) SA 1 (CC) (2010 (3) BCLR 239; [2009] ZACC 28).

[8] Section 27 of the Bill of Rights provides:

'(1) Everyone has the right to have access to —
(a) health care services, including reproductive health care;
(b) sufficient food and water; and
(c) social security, including, if they are unable to support themselves and their dependants, appropriate social assistance.
(2) The state must take reasonable legislative and other measures, within its available resources, to achieve the progressive realisation of each of these rights.
(3) No one may be refused emergency medical treatment.'

[9] In the footnote, however, Cameron J comments that *Mazibuko* is very different from *My Vote Counts*. Firstly, because in *Mazibuko* there was no challenge to the validity of existing legislation; and secondly, *Mazibuko* invoked no express obligation on a specific organ of state (viz Parliament) to enact national legislation. Cameron J goes on to say that s 27(1)*(b)* of the Bill of Rights did not contain an obligation of that sort.

[10] According to the defendant's counsel there are close to 50 pages of factual allegations in the particulars of claim which would fall away.

[11] Paragraph 20 of the particulars of claim states:

'20.1 (T)his matter does not relate to the exercise of a statutory power or function but is aimed at vindicating the Constitution and seeking a just and equitable remedy against the defendant's breaches of its constitutional obligations as pleaded herein;
20.2 the issues to be determined in this matter are constitutional matters which are only justiciable by a court of law under section 172(1) of the Constitution which is the final arbiter of constitutional matters and not the persons or entities referred to in IRFA.'

[12] See, for example, *Buffalo City Metropolitan Municipality v Asla Construction (Pty) Ltd* 20,19 (4) SA 331 (CC) (2019 (6) BCLR 661; [2019] ZACC 15) para 101 and the Constitutional Court cases referred to in that judgment on the principle of legality.

[13] In terms of s 27(2) of the Constitution read with (inter alia) s 195(3) which states that national legislation must ensure the promotion of the values and principles listed in s 195, including, for example, the accountability of public administration. The legislative measures taken with respect to the right to water are set forth in the national water legislation cited by the plaintiff in her particulars of claim. Section 237 (also listed by the plaintiff) reiterates that all constitutional obligations must be performed diligently and without delay.

[14] See, inter alia, s 152 of the Constitution dealing with the objects of local government.

[15] In which case this court could only differ therefrom if it were to find that her decision was clearly wrong.

[16] In the attenuated form thereof known as 'issue estoppel'. Wallis JA has described issue estoppel in the following terms:

'Res judicata deals with the situation where the same parties are in dispute over the same cause of action and the same relief, and in the form of issue estoppel arises:

"Where the decision set up as a res judicata necessarily involves a judicial determination of some question of law or issue of fact, in the sense that the decision could not have been legitimately or rationally pronounced by the tribunal without at the same time, and in the same breath, so to speak, determining that question or issue in a particular way, such determination, though not declared on the face of the recorded decision, is deemed to constitute an integral part of it as effectively as if it had been made so in express terms; . . . ."'

In the attenuated form thereof known as 'issue estoppel'. Wallis JA has described issue estoppel in the following terms:

[17] 2008 (4) SA 237 (CC) (2008 (6) BCLR 571; [2008] ZACC 4) para 42.

[18] 2017 (5) SA 9 (CC) ([2017] ZACC 15) paras 41 and 42.

[19] Act 61 of 1973.

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[20] *Allpay Consolidated Investment Holdings (Pty) Ltd and Others v Chief Executive Officer, South African Social Security Agency and Others* 2014 (4) SA 179 (CC) (2014 (6) BCLR 641; [2014] ZACC 12); *Khumalo and Another v MEC for Education, KwaZulu Natal* 2014 (5) SA 579 (CC) (2014 (3) BCLR 333; [2013] ZACC 49) para 53; *BW Bright Water Way Props (Pty) Ltd v Eastern Cape Development Corporation* 2019 (6) SA 443 (ECG); *Ngomane and Others v Johannesburg (City) and Another* 2020 (1) SA 52 (SCA) ([2019] 2 All SA 69).

[21] *Minister of Safety and Security and Another v Hamilton* 2001 (3) SA 50 (SCA) ([2003] 4 All SA 117; [2001] ZASCA 22) para 5; *Children's Resource Centre Trust and Others v Pioneer Food (Pty) Ltd and Others* 2013 (2) SA 213 (SCA) ([2012] ZASCA 182) para 36.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

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Downloaded: Mon Nov 11 2024 16:20:56 GMT+0200 (South Africa Standard Time)

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100337470**

Date: 27 September 2023

ATT: C T VAN DER MERWE BOERDERY

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 310,160.35

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100337470** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 310,160.35**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tivisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100363209**

Date: 27 September 2023

ATT: C T VAN DER MERWE BOERDERY

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 255,768.54

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100363209** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 255,768.54**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

FA16

14/7/2025 9:13:00 AM

BUSINESS PARTNER: 27042325
CONTRACT ACCOUNT: 100337470
STATEMENT DATE: 28.02.2019
PAYMENTS INCLUDED UP TO: 28.02.2019

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
C T VAN DER MERWE BOERDERY
POSBUS 63
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Number	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.01.2019	CMA Balance brought forward				193,680.71
	Sub Total(A)				**193,680.71**
28.02.2019	**Total Movement for the month(B)**				**0.00**
28.02.2019	**Total Outstanding (A+B)**				**193,680.71**

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	0.00	0.00	0.00	193,680.71	193,680.71

Interest charges which are not reflected on this statement but which areapplicable to documents will be reflected on the future statements.Should your account be more than 30 days in arrears interest will apply.PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000)ASREFERENCE WHEN MAKING PAYMENTS. If payments are not referenced.allocation will apply according to FIFO.Should you have any concerns or queries regarding the following: refundsregistration<(>,<)>licensing,billing (tariffs and volumes) issues pleaseforward your query to: revenue@dws.gov.za

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

For change details
Please complete the form below and forward to your regional office.
View personal details on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Customer No. 27042325

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number 4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

FA17

14/7/2025 9:13:10 AM

BUSINESS PARTNER: 27042325
CONTRACT ACCOUNT: 100337470
STATEMENT DATE: 30.04.2024
PAYMENTS INCLUDED UP TO: 30.04.2024

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
C T VAN DER MERWE BOERDERY
POSBUS 63
DENDRON
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Number	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.03.2024	CMA Balance brought forward				216,726.42
	Sub Total(A)				216,726.42
30.04.2024	**Total Movement for the month (B)**				0.00
30.04.2024	**Total Outstanding (A+B)**				216,726.42

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	8,749.21	0.00	3,493.33	204,483.88	216,726.42

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000 AS REFERENCE WHEN MAKING PAYMENTS) Email warmsdatarequests@dws.gov.za for property ownership updates, contact details (including email address for electronic receipt of invoices and statements) and VAT number updates, using your Business Partner number as reference. Email revenue@dws.gov.za for any revenue related queries. i.e. Invoices etc. Please note, as of December 2019 invoices and statements will be available for downloading and printing from the DWS portal through following link https://statements.dws.gov.za Please log onto the link to REGISTER.

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

For change details:
Please complete the form below and forward to your regional office.
View personal details on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27042325

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number 4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

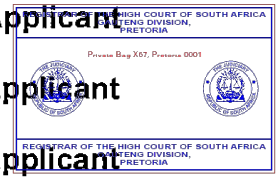
IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	**1st Applicant**
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	**2nd Applicant**
CT VAN DER MERWE BOERDERY (PTY) LTD	**3rd Applicant**
TWYFEL NIE PLASE (PTY) LTD	**4th Applicant**
BLOUBERG SITRUS (PTY) LTD	**5th Applicant**
PONTDRIF CITRUS (PTY) LTD	**6th Applicant**
CORFUSCORE (PTY) LTD	**7th Applicant**
MOSIMA BELEGGINGS (PTY) LTD	**8th Applicant**
and	
MINISTER OF WATER AND SANITATION	**1st Respondent**
DIRECTOR GENERAL DEPARTMENT OF WATER AND SANITATION	**2nd Respondent**
DEPARTMENT OF WATER AND SANITATION	**3rd Respondent**



CONFIRMATORY AFFIDAVIT

I, the undersigned,

CAREL STEPHANUS WESSELS

State under oath as follows:

1 I am an adult male financial officer and employee of the company and farm CT van der Merwe Boerdery (Pty) Ltd, with registration number 1997/015461/07, and registered address at Plaas Kwaggasbult, Dendron, Limpopo, 0715.

2 I am duly authorised to depose to this affidavit by virtue a director's resolution dated 30 April 2025.

3 The facts set out in this affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my knowledge true and correct.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

4 I have read the founding affidavit of **TOBIAS VIVIAN ALBERTS** and confirm the correctness thereof in so far as it relates to me.

CAREL STEPHANUS WESSELS

I hereby certify that the deponent has declared that the deponent understands and knows the contents of this affidavit and that to the best of the deponent's knowledge and belief it is the truth, which affidavit has been signed and sworn to before me at Magwadi on this 30th day of June 2025, and that the provisions of the Regulations contained in Government Notice R 1258 of the 21st July, 1972, (as amended) and Government Notice R1648 on the 18th August 1977 (as amended) have been complied with.

SOUTH AFRICAN POLICE SERVICE
COMMUNITY SERVICES CENTRE
2025 -06- 30
P. BAG
SUID-AFRIKAANSE POLISIE DIENS

COMMISSIONER OF OATHS

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100212260**

Date: 27 September 2023

ATT: TWYFEL NIE PLASE

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 81,259.35

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100212260** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 81,259.35**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

A

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100336650**

Date: 27 September 2023

ATT: TWYFEL NIE PLASE

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 100,630.21

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100336650** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 100,630.21**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100338379**

Date: 27 September 2023

ATT: TWYFEL NIE PLASE

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 84,207.66

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100338379** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 84,207.66**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

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9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Petunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

Per: _____

FA22

14/7/2025 9:23:10 AM

BUSINESS PARTNER: 27082656
CONTRACT ACCOUNT: 100212260
STATEMENT DATE: 28.02.2019
PAYMENTS INCLUDED UP TO: 28.02.2019

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
TWYFEL NIE PLASE
PO BOX 63
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Number	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.01.2019	CMA Balance brought forward				45,329.84
	Sub Total(A)				**45,329.84**
28.02.2019	**Total Movement for the month(B)**				**0.00**
28.02.2019	**Total Outstanding (A+B)**				**45,329.84**

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	0.00	0.00	0.00	45,329.84	45,329.84

Interest charges which are not reflected on this statement but which areapplicable to documents will be reflected on the future statements.Should your account be more than 30 days in arrears interest will apply.PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000)ASREFERENCE WHEN MAKING PAYMENTS. If payments are not referenced,allocation will apply according to FIFO.Should you have any concerns or queries regarding the following: refundsregistration<(>,<)>licensing,billing (tariffs and volumes) issues pleaseforward your query to: revenue@dws.gov.za

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

For change details
Please complete the
form below and forward
to your regional office.
View personal details
on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27082656

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

FA23

14/7/2025 9:23:00 AM

BUSINESS PARTNER: 27082656
CONTRACT ACCOUNT: 100212260
STATEMENT DATE: 30.04.2024
PAYMENTS INCLUDED UP TO: 30.04.2024

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
TWYFEL NIE PLASE
PO BOX 63
DENDRON
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Number	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.03.2024	CMA Balance brought forward				66,396.53
	Sub Total(A)				**66,396.53**
30.04.2024	**Total Movement for the month(B)**				**0.00**
30.04.2024	**Total Outstanding (A+B)**				**66,396.53**

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	3,284.63	0.00	1,311.47	61,800.43	66,396.53

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000 AS REFERENCE WHEN MAKING PAYMENTS) Email warmsdatarequests@dws.gov.za for property ownership updates, contact details (including email address for electronic receipt of invoices and statements) and VAT number updates, using your Business Partner number as reference. Email revenue@dws.gov.za for any revenue related queries, i.e. Invoices etc. Please note, as of December 2019 invoices and statements will be available for downloading and printing from the DWS portal through following link https://statements.dws.gov.za Please log onto the link to REGISTER.

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

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on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27082656

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number 4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

FA24

14/7/2025 9:23:40 AM

BUSINESS PARTNER: 27042174
CONTRACT ACCOUNT: 100336650
STATEMENT DATE: 28.02.2019
PAYMENTS INCLUDED UP TO: 28.02.2019

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
TWYFEL NIE PLASE
PO BOX 63
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Number	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.01.2019	CMA Balance brought forward				56,823.27
	Sub Total(A)				**56,823.27**
28.02.2019	**Total Movement for the month(B)**				**0.00**
28.02.2019	**Total Outstanding (A+B)**				**56,823.27**

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	0.00	0.00	0.00	56,823.27	56,823.27

Interest charges which are not reflected on this statement but which areapplicable to documents will be reflected on the future statements.Should your account be more than 30 days in arrears interest will apply.PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000)ASREFERENCE WHEN MAKING PAYMENTS. If payments are not referenced,allocation will apply according to FIFO.Should you have any concerns or queries regarding the following: refundsregistration<(>,<)>licensing,billing (tariffs and volumes) issues pleaseforward your query to: revenue@dws.gov.za

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

For change details
Please complete the form below and forward to your regional office. View personal details on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27042174

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number 4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

FA25

14/7/2025 9:23:00 AM

BUSINESS PARTNER: 27042174
CONTRACT ACCOUNT: 100336650
STATEMENT DATE: 30.04.2024
PAYMENTS INCLUDED UP TO: 30.04.2024

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
TWYFEL NIE PLASE
PO BOX 63
DENDRON
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Doc ument Numbe r	Due Date	Water Use No. /Div.	Amount R (inc.VAT)
31.03.2024	CMA Balance brought forward				81,002.77
	Sub Total(A)				**81,002.77**
30.04.2024	**Total Movement for the month(B)**				**0.00**
30.04.2024	**Total Outstanding (A+B)**				**81,002.77**

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	3,941.57	0.00	1,573.78	75,487.42	81,002.77

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000 AS REFERENCE WHEN MAKING PAYMENTS) Email warmsdatarequests@dws.gov.za for property ownership updates, contact details (including email address for electronic receipt of invoices and statements) and VAT number updates, using your Business Partner number as reference. Email revenue@dws.gov.za for any revenue related queries. i.e. Invoices etc. Please note, as of December 2019 invoices and statements will be available for downloading and printing from the DWS portal through following link https://statements.dws.gov.za Please log onto the link to REGISTER.

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

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on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27042174

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number 4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

FA26

14/7/2025 9:23:00 AM

BUSINESS PARTNER: 27042628
CONTRACT ACCOUNT: 100338379
STATEMENT DATE: 28.02.2019
PAYMENTS INCLUDED UP TO: 28.02.2019

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
TWYFEL NIE PLASE
PO BOX 63
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Numbe r	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.01.2019	CMA Balance brought forward				47,550.06
	Sub Total(A)				**47,550.06**
28.02.2019	**Total Movement for th month(B)**				**0.00**
28.02.2019	**Total Outstanding (A+B)**				**47,5 50.06**

AGE ANALYSIS

CURRENT	30+ DA YS	6 0 DA YS	90+ DA YS	120+ DA YS	TOTAL
0.00	0.00	0.00	0.00	47 ,550.06	47,550.06

Interest charges which are not reflected on this statement but which areapplicable to documents will be reflected on the future statements.Should your account be more than 30 days in arrears interest will apply.PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000)ASREFERENCE WHEN MAKING PAYMENTS. If payments are not referenced,allocation will apply according to FIFO.Should you have any concerns or queries regarding the following: refundsreglstration<(>,<)>licensing,billing (tariffs and volumes) issues pleaseforward your query to: revenue@dws.gov.za

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

For change details Please complete the form below and forward to your regional office. View personal details on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27042628

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

FA27

14/7/2025 9:23:10 AM

BUSINESS PARTNER: 27042628
CONTRACT ACCOUNT: 100338379
STATEMENT DATE: 30.04.2024
PAYMENTS INCLUDED UP TO: 30.04.2024

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

HEAD OF FINANCE
TWYFEL NIE PLASE
PO BOX 63
DENDRON
DENDRON
0715

YOUR CONTACT OFFICE

Department: Water and Sanitation
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

Date	Details	Document Number	Due Date	Water Use No. /Div.	Amount R (Inc.VAT)
31.03.2024	CMA Balance brought forward				67,783.32
	Sub Total(A)				**67,783.32**
30.04.2024	**Total Movement for the month(B)**				**0.00**
30.04.2024	**Total Outstanding (A+B)**				**67,783.32**

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	3,298.31	0.00	1,316.94	63,168.07	67,783.32

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000 AS REFERENCE WHEN MAKING PAYMENTS) Email warnsdatarequests@dws.gov.za for property ownership updates, contact details (including email address for electronic receipt of invoices and statements) and VAT number updates, using your Business Partner number as reference. Email revenue@dws.gov.za for any revenue related queries. i.e. Invoices etc. Please note, as of December 2019 invoices and statements will be available for downloading and printing from the DWS portal through following link https://statements.dws.gov.za Please log onto the link to REGISTER.

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408

Email: info@dws.gov.za

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

For change details
Please complete the form below and forward to your regional office. View personal details on reverse of this page

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

Customer No. 27042628

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
EMAIL

BANKING DETAILS

Name of Bank ABSA
Branch Key: 630145
Account Number 4054697285
Reference Contract Acc. No.

Note: Please turn over leaf for additional banking details

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	**1st Applicant**
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	**2nd Applicant**
CT VAN DER MERWE BOERDERY (PTY) LTD	**3rd Applicant**
TWYFEL NIE PLASE (PTY) LTD	**4th Applicant**
BLOUBERG SITRUS (PTY) LTD	**5th Applicant**
PONTDRIF CITRUS (PTY) LTD	**6th Applicant**
CORFUSCORE (PTY) LTD	**7th Applicant**
MOSIMA BELEGGINGS (PTY) LTD	**8th Applicant**
and	
MINISTER OF WATER AND SANITATION	**1st Respondent**
DIRECTOR GENERAL DEPARTMENT OF WATER AND SANITATION	**2nd Respondent**
DEPARTMENT OF WATER AND SANITATION	**3rd Respondent**

CONFIRMATORY AFFIDAVIT

I, the undersigned,

CAREL STEPHANUS WESSELS

State under oath as follows:

1 I am an adult male financial officer and employee of the company and farm Twyfel Nie Plase (Pty) Ltd, with registration number 1996/010129/07, and registered address at Plaas Kwaggasbult, Dendron, Limpopo, 0715.

2 I am duly authorised to depose to this affidavit by virtue a director's resolution dated 13 May 2025.

3 The facts set out in this affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my knowledge true and correct.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

4 I have read the founding affidavit of **TOBIAS VIVIAN ALBERTS** and confirm the correctness thereof in so far as it relates to me.

CAREL STEPHANUS WESSELS

I hereby certify that the deponent has declared that the deponent understands and knows the contents of this affidavit and that to the best of the deponent's knowledge and belief it is the truth, which affidavit has been signed and sworn to before me at Mogwadi on this 30th day of June 2025, and that the provisions of the Regulations contained in Government Notice R 1258 of the 21st July, 1972, (as amended) and Government Notice R1648 on the 18th August 1977 (as amended) have been complied with.

SOUTH AFRICAN POLICE SERVICE
COMMUNITY SERVICE CENTRE
2025 -06- 30
SUID-AFRIKAANSE POLISIEDIENS

COMMISSIONER OF OATHS

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100341100**

Date: 23 August 2023

ATT: BLOUBERG SITRUS

FRAAIFONTEIN MS 447 POR 2
VIVO

By Hand

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 66,891.56

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100341100** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;



9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: **collections@ntiyisoconsulting.co.za**

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100113490**

Date: 23 August 2023

ATT: BLOUBERG SITRUS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 378,639.00

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100113490** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 378,639.00**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

(Three Hundred and Seventy-Eight Thousand Six Hundred and Thirty-Nine Rands)

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 378,639.00 (Three Hundred and Seventy-Eight Thousand Six Hundred and Thirty-Nine Rands)** which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

   7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or

   7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

   7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.



8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

N..YISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: **collections@ntiyisoconsulting.co.za**

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

FA31

14/7/2025 9:13:10 AM

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BUSINESS PARTNER	27094313
CONTRACT ACCOUNT	100341100
STATEMENT DATE	31-07-2020
PAYMENTS INCLUDED UPTO	31-07-2020

HEAD OF FINANCE
BLOUBERG SITRUS
PO BOX 42
VIVO
0924

YOUR CONTACT OFFICE

Regional Director
Gauteng
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

Date	Details	Document Number	Due Date	Water Use No./Div	Amount R (Inc. VAT)
30-06-2020	CMA Balance brought forward				26,391.01
	Sub Total(A)				26,391.01
[illegible]020	Total Movement for the month(B)				0.00
31-[illegible]020	Total Outstanding (A+B)				26,391.01

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	0.00	1,574.89	0.00	24,816.12	26,391.01

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000 AS REFERENCE WHEN MAKING PAYMENTS) Email warmsdatarequests@dws.gov.za for property ownership updates, contact details (including email address for electronic receipt of invoices and statements) and VAT number updates, using your Business Partner number as reference. Email revenue@dws.gov.za for any revenue related queries. I.e. invoices etc. Please note, as of December 2019 invoices and statements will be available for downloading and printing from the DWS portal through following link https://statements.dws.gov.za Please log onto the link to REGISTER.

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408
EMAIL info@dws.gov.za

For change in details, Please complete the below and forward to your regional office. View personal details on reverse of this page

Customer No: 0027094313

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
E-MAIL ADDRESS

BANKING DETAILS

Bank: ABSA
Account Number: 4054697285
Branch key: 630145
Reference: 100341100

Note: Please turn over leaf for additional banking details

1#

14/7/2025 9:13:10 AM

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BUSINESS PARTNER	27094322
CONTRACT ACCOUNT	100113490
STATEMENT DATE	30-09-2018
PAYMENTS INCLUDED UPTO	30-09-2018

HEAD OF FINANCE
BLOUBERG SITRUS
PO BOX 94
VIVO
0924

YOUR CONTACT OFFICE

Regional Director
Gauteng
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408
EMAIL info@dws.gov.za

For change in details, Please complete the below and forward to your regional office. View personal details on reverse of this page

Date	Details	Document Number	Due Date	Water Use No./Div	Amount R (Inc. VAT)
31-08-2018	CMA Balance brought forward				22,195.69
	Sub Total(A)				22,195.69
[illegible]-2018	WRM Charge	140000495547	30-10-2018	2/CMA	18,618.03
30-09-2018	WRM Charge	140000495547	30-10-2018	1/CMA	4,771.18
30-09-2018	Total Movement for the month(B)				23,389.21
30-09-2018	Total Outstanding (A+B)				45,584.90

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
23,389.21	0.00	0.00	0.00	22,195.69	45,584.90

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. Should your account be more than 30 days in arrears interest will apply. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000)AS REFERENCE WHEN MAKING PAYMENTS. If payments are not referenced, allocation will apply according to FIFO. If the payments made do not reflect on your statements, please forward proof of payment to the following email: info@dws.gov.za with the subject:"Proof of payment" and your contract account number. Clients can request their banks to automatically forward proof of payment to above mentioned email address.

Customer No: 0027094322

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
E-MAIL ADDRESS

BANKING DETAILS

Bank: ABSA
Account Number: 4054697285
Branch key: 630145
Reference: 100113490

Note: Please turn over leaf for additional banking details

2#

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	**1st Applicant**
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	**2nd Applicant**
CT VAN DER MERWE BOERDERY (PTY) LTD	**3rd Applicant**
TWYFEL NIE PLASE (PTY) LTD	**4th Applicant**
BLOUBERG SITRUS (PTY) LTD	**5th Applicant**
PONTDRIF CITRUS (PTY) LTD	**6th Applicant**
CORFUSCORE (PTY) LTD	**7th Applicant**
MOSIMA BELEGGINGS (PTY) LTD	**8th Applicant**
and	
MINISTER OF WATER AND SANITATION	**1st Respondent**
DIRECTOR GENERAL DEPARTMENT OF WATER AND SANITATION	**2nd Respondent**
DEPARTMENT OF WATER AND SANITATION	**3rd Respondent**

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

CONFIRMATORY AFFIDAVIT

I, the undersigned,

LIESCHEN HOOGENBOEZEM

State under oath as follows:

CERTIFIED AS A TRUE AND CORRECT COPY OF THE ORIGINAL

COMMISSIONER OF OATHS
MARLI SHULMAN
SAIPA MEMBER No.: 44880
PLAAS VLIELAND
VIVO, LIMPOPO. 0924

26.06.2025

1 I am an adult female financial manager and employee of the company and farm Blouberg Sitrus (Pty) Ltd, with registration number 2000/011389/07, and registered address at Plaas Fraaifontein, MS447, Vivo, Limpopo.

2 I am duly authorised to depose to this affidavit by virtue of a director's resolution dated 14 February 2025.

3 The facts set out in this affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my knowledge true and correct.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

4 I have read the founding affidavit of **TOBIAS VIVIAN ALBERTS** and confirm the correctness thereof in so far as it relates to me.

LIESCHEN HOOGENBOEZEM

I hereby certify that the deponent has declared that the deponent understands and knows the contents of this affidavit and that to the best of the deponent's knowledge and belief it is the truth, which affidavit has been signed and sworn to before me at Vivo on this 26 day of June 2025, and that the provisions of the Regulations contained in Government Notice R 1258 of the 21st July, 1972, (as amended) and Government Notice R1648 on the 18th August 1977 (as amended) have been complied with.

COMMISSIONER OF OATHS

COMMISSIONER OF OATHS
MARLI SHULMAN
SAIPA MEMBER No.: 44880
PLAAS VLIELAND
VIVO, LIMPOPO. 0924

26·06·2025

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **101196529**

Date: 15 October 2023

ATT: PONDRIF CITRUS

PLAAS RATHO

By Hand

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 552,354.22

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

Ratho Plaas

1. You are the registered owner of the property with Account Number: **101196529** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 552,354.22**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

(Five Hundred and Fifty-Two Thousand Three Hundred and Fifty-Four Rands, And Twenty-Two Cents)

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 552,354.22 (Five Hundred and Fifty-Two Thousand Three Hundred and Fifty-Four Rands, And Twenty-Two Cents)** which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

   7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or

   7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

   7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: **collections@ntiyisoconsulting.co.za**

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **101196511**

Date: 15 October 2023

ATT: PONTDRIF CITRUS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 855,789.25

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

Ratho Ged 3

1. You are the registered owner of the property with Account Number: **101196511** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 855,789.25**

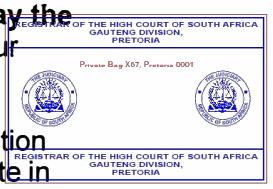
Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

(Eight Hundred and Fifty-Five Thousand Seven Hundred and Eighty-Nine Rands, And Twenty-Five Cents)

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 855,789.25 (Eight Hundred and Fifty-Five Thousand Seven Hundred and Eighty-Nine Rands, And Twenty-Five Cents)** which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or



7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.

8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: **collections@ntiyisoconsulting.co.za**

m

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100154438**

Date: 15 October 2023

ATT: PONTDRIFT CITRUS

PLAAS FRAAIFONTEIN
VIVO, 0924

By Hand

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 490,954.09

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

Modera

1. You are the registered owner of the property with Account Number: **100154438** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

A

5. You are accordingly indebted to our client in the amount of **R 490,954.09 (Four Hundred and Ninety Thousand Nine Hundred and Fifty-Four Rands, And Nine Cents)**

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 490,954.09 (Four Hundred and Ninety Thousand Nine Hundred and Fifty-Four Rands, And Nine Cents)** which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or

7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.

8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;



9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: **collections@ntiyisoconsulting.co.za**

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BUSINESS PARTNER	27104570
CONTRACT ACCOUNT	101196511
STATEMENT DATE	31-03-2018
PAYMENTS INCLUDED UPTO	31-03-2018

HEAD OF FINANCE
PONTDRIF CITRUS
P O BOX 42
0924

YOUR CONTACT OFFICE

Regional Director
Gauteng
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408
EMAIL info@dws.gov.za

For change in details, Please complete the below and forward to your regional office. View personal details on reverse of this page

Date	Details	Document Number	Due Date	Water Use No./Div	Amount R (Inc. VAT)
28-02-2018	CMA Balance brought forward				329,442.82
	Sub Total(A)				329,442.82
1-03-2018	Interest Receivable	125000485556	20-04-2018	1/CMA	6,513.74
31-03-2018	Interest Receivable	125000485556	20-04-2018	3/CMA	10,370.20
31-03-2018	WRM Charge	140000411881	30-04-2018	1/CMA	9,859.43
31-03-2018	WRM Charge	140000411881	30-04-2018	3/CMA	15,696.69
31-03-2018	Total Movement for the month(B)				42,440.06
31-03-2018	Total Outstanding (A+B)				371,882.88

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
42,440.06	0.00	0.00	0.00	329,442.82	371,882.88

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. Should your account be more than 30 days in arrears interest will apply. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000)AS REFERENCE WHEN MAKING PAYMENTS. If payments are not referenced, allocation will apply according to FIFO. If the payments made do not reflect on your statements, please forward proof of payment to the following em

Customer No: 0027104570

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
E-MAIL ADDRESS

BANKING DETAILS

Bank:	ABSA
Account Number:	4054697285
Branch key:	630145
Reference:	101196511

Note: Please turn over leaf for additional banking details

CUSTOMER STATEMENT

DWS VAT Reg. no 4040112361

FA38

14/7/2025 9:13:10 AM

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BUSINESS PARTNER	27006588
CONTRACT ACCOUNT	100154438
STATEMENT DATE	31-07-2020
PAYMENTS INCLUDED UPTO	31-07-2020

HEAD OF FINANCE
PONTDRIFT CITRUS
PO BOX 42
VIVO
0924

YOUR CONTACT OFFICE

Regional Director
Gauteng
Private Bag X313
Pretoria
0001

R535 Waterbron Building
185 Francis Baard Street
Pretoria

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

CONTACT DETAILS

DWS Call Centre
PHONE 0800 200 200
FAX 012 336 1408
EMAIL info@dws.gov.za

For change in details, Please complete the below and forward to your regional office. View personal details on reverse of this page

Date	Details	Document Number	Due Date	Water Use No./Div	Amount R (Inc. VAT)
30-06-2020	CMA Balance brought forward				263,248.39
	Sub Total(A)				263,248.39
31-07-2020	Total Movement for the month(B)				0.00
31-07-2020	Total Outstanding (A+B)				263,248.39

AGE ANALYSIS

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	120+ DAYS	TOTAL
0.00	0. 00	17,180.34	0.00	246,068. 05	263,248.39

Interest charges which are not reflected on this statement but which are applicable to documents will be reflected on the future statements. PLEASE USE THE CONTRACT ACCOUNT NUMBER PROVIDED ABOVE (1000000000 AS REFERENCE WHEN MAKING PAYMENTS) Email warmsdatarequests@dws.gov.za for property ownership updates, contact details (including email address for electronic receipt of invoices and statements) and VAT number updates, using your Business Partner number as reference. Email revenue@dws.gov.za for any revenue related queries. I.e. Invoices etc. Please note, as of December 2019 Invoices and statements will be available for downloading and printing from the DWS portal through following link https://statements.dws.gov.za Please log onto the link to REGISTER.

Customer No: 0027006588

NAME:
POSTAL ADDRESS:
POSTAL CODE:
TELEPHONE NO (BUS):
TELEPHONE NO (CELL):
FAX NUMBER:
E-MAIL ADDRESS

BANKING DETAILS

Bank:	ABSA
Account Number:	4054697285
Branch key:	630145
Reference:	100154438

Note: Please turn over leaf for additional banking details

1#

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	**1st Applicant**
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	**2nd Applicant**
CT VAN DER MERWE BOERDERY (PTY) LTD	**3rd Applicant**
TWYFEL NIE PLASE (PTY) LTD	**4th Applicant**
BLOUBERG SITRUS (PTY) LTD	**5th Applicant**
PONTDRIF CITRUS (PTY) LTD	**6th Applicant**
CORFUSCORE (PTY) LTD	**7th Applicant**
MOSIMA BELEGGINGS (PTY) LTD	**8th Applicant**
and	
MINISTER OF WATER AND SANITATION	**1st Respondent**
DIRECTOR GENERAL DEPARTMENT OF WATER AND SANITATION	**2nd Respondent**
DEPARTMENT OF WATER AND SANITATION	**3rd Respondent**

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

CONFIRMATORY AFFIDAVIT

I, the undersigned,

LIESCHEN HOOGENBOEZEM

State under oath as follows:

CERTIFIED AS A TRUE AND CORRECT COPY OF THE ORIGINAL

COMMISSIONER OF OATHS
MARLI SHULMAN
SAIPA MEMBER No.: 44880
PLAAS VLIELAND
VIVO, LIMPOPO. 0924

26·06·2025

1 I am an adult female financial manager and employee of the company and farm Pontdrif Citrus (Pty) Ltd, with registration number 1996/013207/07, and registered address at Plaas Fraaifontein, MS447, Vivo, Limpopo.

2 I am duly authorised to depose to this affidavit by virtue of a director's resolution dated 14 February 2025.

3 The facts set out in this affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my knowledge true and correct.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

4 I have read the founding affidavit of **TOBIAS VIVIAN ALBERTS** and confirm the correctness thereof in so far as it relates to me.

LIESCHEN HOOGENBOEZEM

I hereby certify that the deponent has declared that the deponent understands and knows the contents of this affidavit and that to the best of the deponent's knowledge and belief it is the truth, which affidavit has been signed and sworn to before me at Vivo on this 26 day of June 2025, and that the provisions of the Regulations contained in Government Notice R 1258 of the 21st July, 1972, (as amended) and Government Notice R1648 on the 18th August 1977 (as amended) have been complied with.

COMMISSIONER OF OATHS

COMMISSIONER OF OATHS
MARLI SHULMAN
SAIPA MEMBER No.: 44880
PLAAS VLIELAND
VIVO, LIMPOPO. 0924

26.06.2025

water & sanitation

Department
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

First Reminder.

Business Partner:27116503
Contract A/C: 101889668(Payment Ref.)

CORFUSCORE PTY LTD
P O BOX 4
BALTIMORE
0619
South Africa

Your Contact Office
Department: Water and Sanitation
Private Bag X212
Pretoria 0001

Phone: 0800 200 200
Fax: 012 336 1408
Email: Revenue@dws.gov.za

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

Dear Sir/Madam

OUTSTANDING DEBT OWING TO DEPARTMENT OF WATER AND SANITATION (DWS)

Section 59(2) of the National Water Act, No 36 of 1998 states that all water users must pay all water use charges upon receipt of invoices from the Department. Furthermore, in terms of the Public Finance Management Act all monies owed to government shall be paid within 30 days of receipt of invoices and statements unless directed otherwise.

According to DWS records, your Entity owes DWS an amount of R 8,425.79 water use charges as at 31.03.2024. Dws has consistently sent ivoices and statements for the said amounts but your entity has failed to respond.

Please consider this a friendly reminder of your obligations towards DWS. In the event that your Entity has concerns over this outstanding amount, please do not hesitate to contact the call center to arrange a suitable consultation where these concerns will be resolved to the satisfaction of all parties.

DWS is therefore extending this invitation for you to respond till the 30.04.2024 failing which it will be assumed that the outstanding amount is correct and due payment can be expected from your department within thirty (30) days of date of signature of this letter.

Please also note that failure to respond or engage DWS may lead to the following consequences:

- Imposition of interest
- Handing over the debt for legal action
- Invoking Section 59(3)(b) of the National Water Act which allows the Department to restrict or suspend the flow of water until the outstanding debt together with interests, has been paid.

Kind Regards,

CHIEF DIRECTOR: REVENUE MANAGEMENT

A

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	**1st Applicant**
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	**2nd Applicant**
CT VAN DER MERWE BOERDERY (PTY) LTD	**3rd Applicant**
TWYFEL NIE PLASE (PTY) LTD	**4th Applicant**
BLOUBERG SITRUS (PTY) LTD	**5th Applicant**
PONTDRIF CITRUS (PTY) LTD	**6th Applicant**
CORFUSCORE (PTY) LTD	**7th Applicant**
MOSIMA BELEGGINGS (PTY) LTD	**8th Applicant**

and

MINISTER OF WATER AND SANITATION	**1st Respondent**
DIRECTOR GENERAL DEPARTMENT OF WATER AND SANITATION	**2nd Respondent**
DEPARTMENT OF WATER AND SANITATION	**3rd Respondent**

CONFIRMATORY AFFIDAVIT

I, the undersigned,

JOHANNES JACOBUS BEZUIDENHOUT

State under oath as follows:

1 I am an adult male financial manager and employee of the company and farm Corfuscore (Pty) Ltd, with registration number 2014/049788/07, and registered address at Office No 11, JCJ Corner Building, 2 Biccard Street, Polokwane, Limpopo, 0699.

2 I am duly authorised to depose to this affidavit by virtue of a director's resolution dated 17 February 2025.

3 The facts set out in this affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my knowledge true and correct.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

4 I have read the founding affidavit of **TOBIAS VIVIAN ALBERTS** and confirm the correctness thereof in so far as it relates to me.

JOHANNES JACOBUS BEZUIDENHOUT

I hereby certify that the deponent has declared that the deponent understands and knows the contents of this affidavit and that to the best of the deponent's knowledge and belief it is the truth, which affidavit has been signed and sworn to before me at Baltimore on this 17 day of June 2025, and that the provisions of the Regulations contained in Government Notice R 1258 of the 21st July, 1972, (as amended) and Government Notice R1648 on the 18th August 1977 (as amended) have been complied with.

COMMISSIONER OF OATH (RSA)
Ex Officio - Chartered Accountant (SA)
Member No: 3066415
Annemarie Nel
Farm Virginia, Saltlake Road,
Baltimore, 0619

COMMISSIONER OF OATHS

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100372796**

Date: 23 August 2023

ATT: MOSIMA BELEGGINGS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 708,134.89

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100372796** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

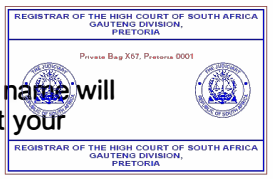
5. You are accordingly indebted to our client in the amount of **R 708,134.89**

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.



10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100372757**

Date: 23 August 2023

ATT: MOSIMA BELEGGINGS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 372,876.44

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100372757** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 372,876.44**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

Account Name: Water Trading Deposit Account
Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100372838**

Date: 23 August 2023

ATT: MOSIMA BELEGGINGS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 94,796.03

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100372838** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 94,796.03**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

(Ninety-Four Thousand Seven Hundred and Ninety-Six Rands, And Three Cents)

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 94,796.03 (Ninety-Four Thousand Seven Hundred and Ninety-Six Rands, And Three Cents)** which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

   7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or

   7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

   7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

Per: _____

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100216878**

Date: 23 August 2023

ATT: MOSIMA BELEGGINGS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 60,584.94

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100216878** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 60,584.94**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

A

(Sixty Thousand Five Hundred and Eighty-Four Rands, And Ninety-Four Cents)

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 60,584.94 (Sixty Thousand Five Hundred and Eighty-Four Rands, And Ninety-Four Cents)** which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

   7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or

   7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

   7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

A

NTIYISO CONSULTING GROUP

water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Your Reference: **100416309**

Date: 23 August 2023

ATT: MOSIMA BELEGGINGS

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

By Hand

RE: DEPARTMENT OF WATER AND SANITATION - NOTICE IN TERMS OF SECTION 129(1) READ WITH SECTION 130 OF THE NATIONAL CREDIT ACT NO 34 OF 2005 (AS AMENDED) AND PRE-TERMINATION NOTICE

BALANCE OUTSTANDING: R 84,760.02

Dear Sir/Madam

We confirm that we act on behalf of Department of water and sanitation ("the department"), who has instructed us to write to you as follow:

1. You are the registered owner of the property with Account Number: **100416309** to which our client renders Services.

2. In terms of the Water Services Act 1997 (Act 108 of 1997) and other relevant legislation, you are obligated to make payment to our client for Services rendered as and when same becomes due and payable.

3. Department of water and sanitation complied with their obligations in that to date Services have been rendered to you on a monthly basis.

4. A Statement was transmitted to you reflecting the outstanding amount due and payable by you to the Department for Services rendered. You have however failed and/or refused and/or neglected to make payment thereof.

5. You are accordingly indebted to our client in the amount of **R 84,760.02**

Building 3, Stanford Office Park, 12 Bauhinia Street, Highveld Technopark, Centurion
Tel: +27 12 940 5435 Fax: +27 12 940 5436
WWW.NTIYISOCONSULTINGGROUP.CO.ZA

A

(Eighty-Four Thousand Seven Hundred and Sixty Rands, And Two Cents)

6. In the premise, we have been instructed to demand from you, as we hereby do, payment in the amount of **R 84,760.02 (Eighty-Four Thousand Seven Hundred and Sixty Rands, And Two Cents)**
which amount represents the outstanding amount for services rendered to you by the Department within **14 (fourteen) days** from date hereof.

7. In terms of Section 129(1) read with Section 130 of the National Credit Act (hereinafter referred to as 'the Act'), we confirm that you may:

7.1 Contact our offices within **10 (ten) business days** of receipt of this letter **to pay the full outstanding balance** or to make a **settlement proposal** acceptable to our clients; or

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA
Private Bag X67, Pretoria 0001
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

7.2 Refer the above mentioned debt to a debt counselor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, in order to resolve any dispute in relation to the debt or enter into a payment arrangement to bring payments under the debt up to date. Should you choose to refer the above debt to a debt counselor you shall be liable to pay an application fee to the debt counselor as prescribed in Schedule 2 of the Regulations to the Act.

7.3 You will also be held liable for payment of legal costs on an attorney and own client scale associated herewith, including the costs of this letter of demand, as well as interest on the outstanding amount at a rate of 10% (ten percent) per annum calculated from date hereof.

8. To avoid possible further legal action herein, kindly settle this amount by making payment as follows:
All payments shall be made into the following Bank Account:

Account Name: Water Trading Deposit Account
Bank: ABSA
Account Number: 4054697285
Account type: Cheque
Branch Code: 323145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account
Bank: FNB
Account Number: 62030646311
Account type: Cheque
Branch Code: 253145
Reference: Your Water Account Number

Account Name: Water Trading Deposit Account

Bank: Standard Bank
Account Number: 010215808
Account type: Cheque
Branch Code: 010045
Reference: Your Water Account Number

Contact Number: 010 000 6414
All Proof of Payments must be emailed to:
tiyisa.sabela@ntiyisoconsulting.co.za

9. Should you fail to take heed and act as aforestated, we hold instructions to;

9.1 Issue Summons against you;
9.2 List you as a Defaulter on the relevant Credit Bureaus;
9.3 Apply for Default Judgement, and after Judgement being granted your name will be published in an official debtor's gazette, which will adversely affect your future credit rating;
9.4 A Warrant of Execution will be issued against your property;
9.5 Our client will Discontinue and/or Restrict Services to you.

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PRETORIA

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GAUTENG DIVISION,
PRETORIA

10. Take note that interrupted services will only be reconnected following payment of the applicable reconnection fee, necessary deposit and appropriate arrangements for the settlement of your account. As a result of this Notice and in terms of the Credit Control By-Law you may be subjected to the new criteria.

11. Should there be a dispute in relation to the outstanding amount, a written representation should be submitted to Account Enquiries, Pertunia.scott@ntiyisoconsulting.co.za, or the Department Of Water & Sanitation Walk in Centre's, alternatively our offices the details of which appear hereunder, within 14 (fourteen) days from date hereof.

12. We trust that further legal action will not be necessary.

Yours faithfully

NTIYISO CONSULTING **Per:** _____
T: +27 12 940 5435
E-mail: collections@ntiyisoconsulting.co.za

MOSIMA BELEGGINGS (PTY) LTD			
Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)	Tax Invoice Date
Zoutpan LR 86 PTN 0	R 60 584,94	R 648,73	2015/09/30
		R 1 297,47	2016/03/31
		R 1 334,69	2016/09/30
		R 1 334,69	2017/03/31
		R 1 430,40	2017/09/30
		R 1 430,40	2018/03/31
		R 1 507,33	2018/09/30
		R 1 507,33	2019/03/31
		R 1 571,69	2019/09/30
		R 1 571,69	2020/03/31
		R 1 673,61	2020/09/30
		R 1 673,61	2021/03/31
		R 1 695,06	2021/09/30
		R 1 695,06	2022/03/31
		R 1 807,71	2022/09/30
		R 1 807,71	2023/03/31
		R 2 043,74	2023/09/30
		R 2 043,74	2024/03/31
		R 1 702,53	2024/09/30
TOTAL	**R 60 584,94**	**R 29 777,19**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)	Tax Invoice Date
Sterkloop MR 137 PTN 0	R -	R 8 937,28	2015/09/30
		R 17 874,56	2016/03/31
		R 18 387,36	2016/09/30
		R 18 387,36	2017/03/31
		R 19 705,97	2017/09/30
		R 19 705,97	2018/03/31
		R 20 765,62	2018/09/30
		R 20 765,62	2019/03/31
		R 21 652,41	2019/09/30
		R 21 652,41	2020/03/31
		R 23 056,49	2020/09/30
		R 23 056,49	2021/03/31
		R 23 352,08	2021/09/30
		R 23 352,08	2022/03/31
		R 24 903,96	2022/09/30
		R 24 903,96	2023/03/31
		R 28 155,52	2023/09/30
		R 28 155,52	2024/03/31

		R	23 454,90	2024/09/30
TOTAL	**R -**	**R**	**410 225,56**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)	Tax Invoice Date
Schoemansdal LR94 PTN 0	R 579 425,13	R 251,73	2015/09/30
		R 357,75	2015/11/30
		R 1 218,98	2016/03/31
		R 1 253,95	2016/09/30
		R 1 253,95	2017/03/31
		R 1 343,87	2017/09/30
		R 1 343,87	2018/03/31
		R 1 416,14	2018/09/30
		R 1 416,14	2019/03/31
		R 1 476,61	2019/09/30
		R 1 476,61	2020/03/31
		R 1 572,37	2021/03/31
		R 1 592,53	2021/09/30
		R 1 592,53	2022/03/31
		R 1 698,37	2022/09/30
		R 1 698,37	2023/03/31
		R 1 920,11	2023/09/30
		R 1 920,11	2024/03/31
		R 1 599,54	2024/09/30
TOTAL	**R 579 425,13**	**R 26 403,53**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)	Tax Invoice Date
Schoemansdal LR94 PTN 5	R 372 876,44	R 3 710,52	2015/09/30
		R 7 421,04	2016/03/31
		R 7 633,93	2016/09/30
		R 7 633,93	2017/03/31
		R 8 181,38	2017/09/30
		R 8 181,38	2018/03/31
		R 8 621,32	2018/09/30
		R 8 621,32	2019/03/31
		R 8 989,49	2019/09/30
		R 8 989,49	2020/03/31
		R 9 572,43	2020/09/30
		R 9 572,43	2021/03/31
		R 9 695,14	2021/09/30
		R 9 695,14	2022/03/31
		R 10 339,44	2022/09/30
		R 10 339,44	2023/03/31

		R	11 689,41	2023/09/30
		R	11 689,41	2024/03/31
		R	9 737,84	2024/09/30
TOTAL	**R**	**372 876,44**	**R**	**170 314,48**

Farm Name	Amount claimed		Tax Invoice Amount (Excl. interest)		Tax Invoice Date
Schoemansdal LR94 PTN 3	R	708 134,87	R	6 649,43	2015/09/30
			R	13 298,85	2016/03/31
			R	13 680,39	2016/09/30
			R	13 680,39	2017/03/31
			R	14 661,45	2017/09/30
			R	14 661,45	2018/03/31
			R	15 449,84	2018/09/30
			R	15 449,84	2019/03/31
			R	16 109,61	2019/09/30
			R	16 109,61	2020/03/31
			R	17 154,26	2020/09/30
			R	17 154,26	2021/03/31
			R	17 374,19	2021/09/30
			R	17 374,19	2022/03/31
			R	18 528,80	2022/09/30
			R	18 528,80	2023/03/31
			R	20 948,00	2023/09/30
			R	20 948,00	2024/03/31
			R	17 450,69	2024/09/30
TOTAL	**R**	**708 134,87**	**R**	**305 212,05**	

Farm Name	Amount claimed		Tax Invoice Amount (Excl. interest)		Tax Invoice Date
Groenpan LR 92 PTN 0	R	94 796,03	R	946,30	2015/09/30
			R	1 892,61	2016/03/31
			R	1 946,89	2016/09/30
			R	1 946,89	2017/03/31
			R	2 086,52	2017/09/30
			R	2 086,52	2018/03/31
			R	2 198,71	2018/09/30
			R	2 198,71	2019/03/31
			R	2 292,61	2019/09/30
			R	2 292,61	2020/03/31
			R	2 441,28	2020/09/30
			R	2 441,28	2021/03/31
			R	2 472,57	2021/09/30
			R	2 472,57	2022/03/31

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		R	2 636,89	2022/09/30
		R	2 636,89	2023/03/31
		R	2 981,17	2023/09/30
		R	2 981,17	2024/03/31
		R	2 483,46	2024/09/30
TOTAL	**R 94 796,03**	**R**	**43 435,65**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)		Tax Invoice Date
Oliphantspan LR 93 PTN 0	R -	R	3 793,95	2015/09/30
		R	7 587,91	2016/03/31
		R	7 805,60	2016/09/30
		R	7 805,60	2017/03/31
		R	8 365,37	2017/09/30
		R	8 365,37	2018/03/31
		R	8 815,20	2018/09/30
		R	8 815,20	2019/03/31
		R	9 191,64	2019/09/30
		R	9 191,64	2020/03/31
		R	9 787,68	2020/09/30
		R	9 787,68	2021/03/31
		R	9 913,17	2021/09/30
		R	9 913,17	2022/03/31
		R	10 571,96	2022/09/30
		R	10 571,96	2023/03/31
		R	11 952,27	2023/09/30
		R	11 952,27	2024/03/31
		R	9 956,82	2024/09/30
TOTAL	**R -**	**R**	**174 144,46**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)		Tax Invoice Date
De Hoop MR 136 PTN 1	R -	R	2 714,74	2015/09/30
		R	5 429,48	2016/03/31
		R	5 585,24	2016/09/30
		R	5 585,24	2017/03/31
		R	5 985,78	2017/09/30
		R	5 985,78	2018/03/31
		R	6 307,65	2018/09/30
		R	6 307,65	2019/03/31
		R	6 577,01	2019/09/30
		R	6 577,01	2020/03/31
		R	7 003,51	2020/09/30
		R	7 003,51	2021/03/31

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		R	7 093,29	2021/09/30
		R	7 093,29	2022/03/31
		R	7 564,69	2022/09/30
		R	7 564,69	2023/03/31
		R	8 552,35	2023/09/30
		R	8 552,35	2024/03/31
		R	7 124,53	2024/09/30
TOTAL	**R -**	**R**	**124 607,79**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)	Tax Invoice Date
De Hoop MR 136 PTN 0	R 84 760,02	R 977,17	2015/09/30
		R 1 954,35	2016/03/31
		R 2 010,42	2016/09/30
		R 2 010,42	2017/03/31
		R 2 154,59	2017/09/30
		R 2 154,59	2018/03/31
		R 2 270,46	2018/09/30
		R 2 270,46	2019/03/31
		R 2 367,41	2019/09/30
		R 2 367,41	2020/03/31
		R 2 520,93	2020/09/30
		R 2 520,93	2021/03/31
		R 2 553,25	2021/09/30
		R 2 553,25	2022/03/31
		R 2 722,92	2022/09/30
		R 2 722,92	2023/03/31
		R 3 078,45	2023/09/30
		R 3 078,45	2024/03/31
		R 2 564,49	2024/09/30
TOTAL	**R 84 760,02**	**R 44 852,87**	

Farm Name	Amount claimed	Tax Invoice Amount (Excl. interest)	Tax Invoice Date
Slang LR 292 PTN 2*	R -	R 38 121,72	2024/06/30
TOTAL	**R -**	**R 38 121,72**	
Slang LR 292 PTN 2*	R -	R 37 270,17	2024/09/30
TOTAL	**R -**	**R 37 270,17**	

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

CASE NO.: _____/2025

In the application between:

SAKELIGA NPC	**1st Applicant**
TRANSVAAL AGRICULTURAL UNION OF SOUTH AFRICA	**2nd Applicant**
CT VAN DER MERWE BOERDERY (PTY) LTD	**3rd Applicant**
TWYFEL NIE PLASE (PTY) LTD	**4th Applicant**
BLOUBERG SITRUS (PTY) LTD	**5th Applicant**
PONTDRIF CITRUS (PTY) LTD	**6th Applicant**
CORFUSCORE (PTY) LTD	**7th Applicant**
MOSIMA BELEGGINGS (PTY) LTD	**8th Applicant**

and

MINISTER OF WATER AND SANITATION	**1st Respondent**
DIRECTOR GENERAL DEPARTMENT OF WATER AND SANITATION	**2nd Respondent**
DEPARTMENT OF WATER AND SANITATION	**3rd Respondent**

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA Private Bag X67, Pretoria 0001 REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA

CONFIRMATORY AFFIDAVIT

I, the undersigned,

JOHANNES JACOBUS BEZUIDENHOUT

State under oath as follows:

1 I am an adult male financial manager and employee of the company and farm Mosima Beleggings (Pty) Ltd, with registration number 1998/015635/07, and registered address at Office No 11, JCJ Corner Building, 2 Biccard Street, Polokwane, Limpopo, 0699.

2 I am duly authorised to depose to this affidavit by virtue of a director's resolution dated 17 February 2025.

3 The facts set out in this affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my knowledge true and correct.

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PRETORIA

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PRETORIA

4 I have read the founding affidavit of **TOBIAS VIVIAN ALBERTS** and confirm the correctness thereof in so far as it relates to me.

JOHANNES JACOBUS BEZUIDENHOUT

I hereby certify that the deponent has declared that the deponent understands and knows the contents of this affidavit and that to the best of the deponent's knowledge and belief it is the truth, which affidavit has been signed and sworn to before me at Baltimore on this 17 day of June 2025, and that the provisions of the Regulations contained in Government Notice R 1258 of the 21st July, 1972, (as amended) and Government Notice R1648 on the 18th August 1977 (as amended) have been complied with.

COMMISSIONER OF OATH (RSA)
Ex Officio - Chartered Accountant (SA)
Member No: 3066415
Annemarie Nel
Farm Virginia, Saltlake Road,
Baltimore, 0619

COMMISSIONER OF OATHS