

IN THE HIGH COURT OF SOUTH AFRICA

(NORTHERN CAPE PROVINCIAL DIVISION)

CASE NO:

**THE DIRECTOR OF PUBLIC PROSECUTIONS FOR THE NORTHERN CAPE
PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA, PROSECUTES
FOR AND ON BEHALF OF THE STATE, HEREBY INFORMS THE COURT THAT:**

ALFEUS CHRISTO SCHOLTZ

Accused No 1

52 year old male South African citizen residing at
9 Java Head Avenue, Mooikloof, Pretoria
(In his personal capacity)

TRIFECTA INVESTMENT HOLDINGS (Pty) Ltd

Accused No 2

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 1 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

TRIFECTA HOLDINGS (Pty) Ltd

Accused No 3

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 1 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

TRIFECTA TRADING 434 PROPERTY 4 (Pty) Ltd

Accused No 4

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 1 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

TRIFECTA TRADING 434 PROPERTY 5 (Pty) Ltd

Accused No 5

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 1 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

TRIFECTA TRADING 434 PROPERTY 7 (Pty) Ltd

Accused No 6

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 1 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

TRIFECTA TRADING 434 PROPERTY 11 (Pty) Ltd

Accused No 7

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 1 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

YOLANDA RACHEL BOTHA

Accused No 8

46 year old female South African citizen residing at
12 Jawno Street, Monument Heights, Kimberley

JOHN FIKILE BLOCK

Accused No 9

44 year old male South African citizen residing at
10 Golden Gate Street, Cartes Glen, Kimberley

CHISANE INVESTMENTS (Pty) Ltd

Accused No 10

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused No 9 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

ALVIN BOTES

Accused No 11

40 year old male South African citizen residing at
19 Hollingworth Street, Monument Heights, Kimberley
(in his personal capacity)

ITILE SUPPLY SERVICES (Pty) Ltd

Accused No 12

A private company duly incorporated in terms
of the Companies Act, No 61 of 1973, as represented
by Accused 11 in terms of Section 322 of
the Criminal Procedure Act, Act 51 of 1977

RODNEY SAAL

Accused No 13

38 year old male South African citizen residing at
42 Frere Place Beaconsfield, Kimberley

KELVIN RAYLAND

Accused No 14

53 year old male South African citizen residing at
30 Louw Street, Heuwelsig, Kimberley

PALESA LEBONA

Accused No 15

32 year old female South African citizen residing at
9 Ward Street, Kimberley

are guilty of the following offences:

1. COUNTS 1 - 5 (IN RELATION TO ACCUSED 8 ONLY)

1.1 FIVE (5) COUNTS OF CONTRAVENTION OF SECTION 86(1) OF THE
PUBLIC FINANCE MANAGEMENT ACT, ACT 1 OF 1999, READ WITH
SECTIONS 1, 36, 38(1)(a)(iii), 44(2) and 76(4)(c) OF THE ACT.

2. COUNT 6 (IN RELATION TO ACCUSED 8 ONLY)

2.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION
4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTION
51(2) OF ACT 105 OF 1997.

2.2 ALTERNATIVE COUNT TO COUNT 6: CORRUPTION - CONTRAVENTION OF SECTION 13(1)(a)(i) or 13(1)(b) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

3. COUNT 7 (IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

3.1 CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

3.2 ALTERNATIVE COUNT TO COUNT 7: CORRUPTION - CONTRAVENTION OF SECTION 13(2)(a)(i) or 13(2)(a)(ii) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

4. COUNT 8 (IN RELATION TO ACCUSED 1, 2, 3, 5 AND 8 ONLY)

4.1 FRAUD, READ WITH THE PROVISIONS OF SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

5. COUNT 9 (IN RELATION TO ACCUSED 1, 2, 3, 5, 8, 11 AND 12 ONLY)

5.1 FRAUD, READ WITH THE PROVISIONS OF SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

6. COUNT 10 (IN RELATION TO ACCUSED 1, 2, 3, 6 AND 8 ONLY)

6.1 FRAUD, READ WITH THE PROVISIONS OF SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

7. COUNT 11 (IN RELATION TO ACCUSED 1, 2, 3, 7 AND 8 ONLY)

7.1 FRAUD, READ WITH THE PROVISIONS OF SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

8. COUNT 12 (IN RELATION TO ACCUSED 1, 2, 3, 4 AND 8 ONLY)

8.1 FRAUD, READ WITH THE PROVISIONS OF SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

9. COUNT 13 (IN RELATION TO ACCUSED 1, 2, 3, 4 AND 8 ONLY)

9.1 FRAUD, READ WITH THE PROVISIONS OF SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

10. COUNT 14 (IN RELATION TO ACCUSED 1 ONLY)

10.1 CONTRAVENTION OF SECTION 424 OF THE COMPANIES ACT, ACT 61 OF 1973.

11. COUNT 15 (IN RELATION TO ACCUSED 9 AND 10 ONLY)

11.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 3(a)(ii)(aa) or 3(a)(iii) or 3(a)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

11.2 FIRST ALTERNATIVE COUNT TO COUNT 15: CORRUPTION - CONTRAVENTION OF SECTION 13(1)(a)(i) or 13(1)(b) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

11.3 SECOND ALTERNATIVE COUNT TO COUNT 15: CORRUPTION - CONTRAVENTION OF SECTION 21(b) and (c) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

12. COUNT 16 (IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

12.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 3(b)(ii)(aa) or 3(b)(iii) or 3(b)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

12.2 FIRST ALTERNATIVE COUNT TO COUNT 16: CORRUPTION - CONTRAVENTION OF SECTION 13(2)(a)(i) or 13(2)(a)(ii) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

13. COUNT 17 (IN RELATION TO ACCUSED 11 ONLY)

13.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 3(a)(ii)(cc) or 3(a)(iii) or 3(a)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

14. COUNT 18 (IN RELATION TO ACCUSED 1 AND OR 3 ONLY)

14.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 3(b)(ii)(cc) or 3(b)(iii) or 3(b)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997.

15. COUNT 19 (IN RELATION TO ACCUSED 13 ONLY)

15.1 THAT THE ACCUSED IS GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

16. COUNT 20 (IN RELATION TO ACCUSED 13 ONLY)

16.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTION 51(2) OF ACT 105 OF 1997.

17. COUNT 21 (IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

17.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

18. COUNT 22 (IN RELATION TO ACCUSED 13 ONLY)

18.1 THAT THE ACCUSED IS GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

19. COUNT 23 (IN RELATION TO ACCUSED 13 ONLY)

19.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTION 51(2) OF ACT 105 OF 1997.

20. **COUNT 24** (IN RELATION TO ACCUSED 1, 2, 3 AND 6 ONLY)

20.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

21. **COUNT 25** (IN RELATION TO ACCUSED 13 ONLY)

21.1 THAT THE ACCUSED IS GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

22. **COUNT 26** (IN RELATION TO ACCUSED 13 ONLY)

22.1 THAT THE ACCUSED IS GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

23. **COUNT 27** (IN RELATION TO ACCUSED 13 ONLY)

23.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTION 51(2) OF ACT 105 OF 1997.

24. COUNT 28 (IN RELATION TO ACCUSED 1, 2, 3 AND 4 ONLY)

24.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

25. COUNT 29 (IN RELATION TO ACCUSED 14 ONLY)

25.1 THAT THE ACCUSED IS GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

26. COUNT 30 (IN RELATION TO ACCUSED 14 ONLY)

26.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTION 51(2) OF ACT 105 OF 1997.

27. COUNT 31 (IN RELATION TO ACCUSED 1, 2, 3 AND 7 ONLY)

27.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH

SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

28. COUNT 32 (IN RELATION TO ACCUSED 15 ONLY)

28.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTION 51(2) OF ACT 105 OF 1997.

29. COUNT 33 (IN RELATION TO ACCUSED 1, 2, 3, 4, 5, 6 AND 7 ONLY)

29.1 MAIN COUNT: CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

30. COUNT 34 (IN RELATION TO ACCUSED 1, 2, 3 AND 8 ONLY)

30.1 MAIN COUNT: MONEY LAUNDERING - CONTRAVENTION OF SECTION 4 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

30.2 ALTERNATIVE COUNT TO COUNT 33: MONEY LAUNDERING - CONTRAVENTION OF SECTION 6 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

31. **COUNT 34** (IN RELATION TO ACCUSED 1, 2, 3, 9 AND 10 ONLY)

31.1 MAIN COUNT: MONEY LAUNDERING - CONTRAVENTION OF SECTION 4 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

31.2 ALTERNATIVE COUNT TO COUNT 34: MONEY LAUNDERING - CONTRAVENTION OF SECTION 6 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

32. **COUNT 35** (IN RELATION TO ACCUSED 1, 2, 3 AND 11 ONLY)

32.1 MAIN COUNT: MONEY LAUNDERING - CONTRAVENTION OF SECTION 4 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

32.2 ALTERNATIVE COUNT TO COUNT 35: MONEY LAUNDERING - CONTRAVENTION OF SECTION 6 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

THE GENERAL PREAMBLE INCORPORATES THE SUMMARY OF SUBSTANTIAL FACTS AS REQUIRED BY SECTION 144(3) OF THE CRIMINAL PROCEDURE ACT, ACT 51 OF 1977

I. **GENERAL PREAMBLE TO THE INDICTMENT**

THE MAIN ROLE-PLAYERS

1. **ALFEUS CHRISTO SCHOLTZ** (hereinafter referred to as Accused 1), is the Chief Executive Officer of Trifecta Investment Holdings (Pty) Ltd (Accused 2) with registration numbers, 2006/011099/07, a company duly incorporated in terms of the Companies Act, No 61 of 1973 . Scholtz is also a Director in Trifecta Holdings (Pty)Ltd (Accused3), Trifecta Trading 434 Property 4 (Pty) Ltd (Accused 4), Trifecta Trading 434 Property 5 (Pty) Ltd (Accused 5), Trifecta Trading 434 Property 7 (Pty) Ltd (Accused 6) and Trifecta Trading 434 Property 11 (Pty) Ltd (Accused 7). He is also a trustee of Casee Trust.

Sarel Breda was also a Director of Accused 1, 2, 3, 4, 5, 6 and 7. He passed away in an aeroplane accident on 03 March 2009.
2. **YOLANDA RACHEL BOTHA** (hereinafter referred to as Accused 8) was the Head of the Department, Department of Social Services and Population Development at the time of the commission of the offences. She was, by virtue of her portfolio, the Accounting Officer of the said Department. She is currently a member of National Parliament.

3. **JOHN FIKILE BLOCK** (hereinafter referred to as Accused 9) is the Member of the Executive Council (MEC) for the Northern Cape Department of Finance and has been the Provincial Chairman of the ANC in the Northern Cape since 2005. He was the MEC for the Northern Cape Department of Roads, Transport and Public Works between 2001 and 2003. He was appointed as a member of the Provincial Legislature on 01 October 2008 and became the MEC for the Northern Cape Department of Education between December 2008 and May 2009.
4. **ALVIN BOTES** (hereinafter referred to as Accused 11) is the Member of the Executive Council (MEC) for the Northern Cape Department of Social Development. He was appointed as a member of the Provincial Legislature on 22 April 2009 and was appointed as MEC for the Northern Cape Department of Social Development during May 2009. He is the Deputy Secretary of the ANC in the Northern Cape.
5. **RODNEY SAAL** (hereinafter referred to as Accused 13) is employed by the Department of Social Development. He is a Deputy Director: Physical Planning Division.
6. **KELVIN RAYLAND** (hereinafter referred to as Accused 14) is employed by the Department of Social Development in the Physical Planning Division and reports to Accused 13.
7. **PALESA LEBONA** (hereinafter referred to as Accused 15) is employed by the Department of Social Development in the capacity of Admin Clerk in the Physical Planning Division.

OTHER ROLE-PLAYERS

8. The companies and or entities listed herein under were at all material times the alter ego of Accused 1 and the late Sarel Breda or their instrumentalities and were used as vehicles to commit the offences as set out in the indictment.

8.1 TRIFECTA INVESTMENT HOLDINGS (PTY) LTD

8.2 TRIFECTA HOLDINGS (PTY) LTD

8.3 TRIFECTA TRADING 434 PROPERTY 4 (PTY) LTD

8.4 TRIFECTA TRADING 434 PROPERTY 5 (PTY) LTD

8.5 TRIFECTA TRADING 434 PROPERTY 7 (PTY) LTD

8.6 TRIFECTA TRADING 434 PROPERTY 11 (PTY) LTD

8.7 TRIFECTA RESOURCES AND EXPLORATION (PTY) LTD

9. Trifecta Investment Holdings (Pty) Ltd is an umbrella company which owns shares in subsidiary companies (Accused 3 to 7). The Trifecta Group of companies conducts its business as a group of property owning companies. They acquire properties and then lease them to government and or private institutions or persons.

10. **AND WHEREAS** Accused number 1 and the late Sarel Breda had control directly or indirectly of shares in Accused 2 to 7 via various entities.

COUNT 1 - 5 (IN RELATION TO ACCUSED 8 ONLY)

THAT THE ACCUSED IS GUILTY OF CONTRAVENTION OF SECTION 86(1) OF THE PUBLIC FINANCE MANAGEMENT ACT, ACT 1 OF 1999, READ WITH SECTIONS 1, 36, 38(1)(a)(iii), 44(2) and 76(4)(c) OF THE ACT.

11. **IN THAT** on or about the dates mentioned in Column 2 of Schedule 1 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 8, did unlawfully, wilfully, and or alternatively, in a grossly negligent manner, fail to comply with following provisions of the Public Finance Management Act in relation to the awarding of the office accommodation BIDS relating to the buildings referred to in Column 3 of Schedule 1 to Accused 4, 5, 7, 11 and or Accused 2:
- 11.1 The duty to ensure that the Department has and maintains an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost effective; and or
 - 11.2 The duty to ensure the effective, efficient, economical and transparent use of the resources of the Department; and or
 - 11.3 The duty to prevent unauthorised, irregular and/or fruitless and wasteful expenditure; and or
 - 11.4 The duty to prevent losses resulting from criminal conduct; and or
 - 11.5 The duty to comply, and to ensure compliance by the Department, with the provisions of the PFMA.

SCHEDULE 1

COLUMN 1: NUMBER OF COUNT	COLUMN 2: DATE OF OFFENCE	COLUMN 3: NAME OF THE BUILDING	COLUMN 4: NAME OF THE LESSOR	COUNT 5: NAME OF THE LESSEE
1.	MARCH 2006	OLD ORANJE HOTEL, UPINGTON	SAREL BRED ON BEHALF OF ACCUSED 5	DEPARTMENT ON BEHALF OF SASSA
2.	19 OCTOBER 2006	14 VAN RIEBEECK STREET, SPRINGBOK	SAREL BRED ON BEHALF OF ACCUSED 5	DEPARTMENT
3.	13 NOVEMBER 2006	SUMMER DOWN PLACE OFFICE CAMPUS, KURUMAN	SAREL BRED ON BEHALF OF ACCUSED 6	DEPARTMENT
4.	15 JANUARY 2006	KEUR EN GEUR BUILDING, DOUGLAS	SAREL BRED ON BEHALF OF ACCUSED 7	DEPARTMENT

5.	25 APRIL 2007	DU TOITSPAN BUILDING, KIMBERLEY	SAREL BREDAS ON BEHALF OF 4	DEPARTMENT
6.	12 JUNE 2008	DU TOITSPAN BUILDING, FLOORS 9, 10 AND 11, KIMBERLEY	SAREL BREDAS ON BEHALF OF TRIFECTA	DEPARTMENT

COUNT 6 (IN RELATION TO ACCUSED 8 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a) (i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

12. IN THAT during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 8, did directly or indirectly accept or agree or offer to accept any gratification to wit,
 - 12.1 10% Shares held by Accused 2 which were offered to her by Accused 1 and or 2 and or by the late Mr Sarel Breda, who was then, a co-Director in Accused 2,
 - 12.2 That her house be renovated to the amount of R 1, 265, 611,99 by Accused 1, 2, 3 and or by the late Mr Sarel Breda,
 - 12.3 Cash payment in the amount of R15 000.00 from Accused 1, 2 and or 3
13. for the benefit of herself Accused 8 and or for the benefit of Jyba Investment Trust, in order for Accused 8 to personally act in a manner-
 - (i) That amounts to the –
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or
 - (ii) That amounts to –

(aa) the abuse of a position of authority,

14. to wit, that Accused 8 would circumvent the prescribed procurement processes to ensure that the Department and or SASSA enters into the Lease Agreements referred to hereunder with Accused 4, 5, 7, 11 and or Accused 2 on the terms beneficial to them (Accused 4, 5, 7, 11 and or Accused 2).

14.1 Old Oranje Lease Agreement, Upington – Lease Agreement

14.2 14 Van Riebeeck Street, Springbok - Lease Agreement

14.3 Summer Down Place Office Campus, Kuruman - Lease Agreement

14.4 Keur en Geur Building, Douglas – Lease Agreement

14.5 Du Toitspan Building, Kimberley – Lease Agreement

14.6 Du Toitspan Building, Kimberley, Floors 9, 10 and 11 – Lease Agreement

ALTERNATIVE COUNT TO COUNT 6

(IN RELATION TO ACCUSED 8 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 13(1)(a)(i) or 13(1)(b) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

15. **IN THAT** during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 8, did directly or indirectly accept or agree or offer to accept any gratification to wit,

- 15.1 10% Shares held by Accused 2 which were offered to her by Accused 1, 2 and or by the late Mr Sarel Breda, who was then, a co-Director in Accused 2; and/or
 - 15.2 That her house be renovated to the amount of R 1 265 611,99 by Accused 1, 2, 3 and or by the late Mr Sarel Breda,
 - 15.3 Cash payment in the amount of R15 000.00 from Accused 1, 2 and or 3
16. for the benefit of herself (Accused 8) and or for the benefit of Jyba Investment Trust, as –
- (a) An inducement to personally or by influencing any other person so to act –
 - (i) To award the Lease Agreements referred to hereunder to Accused 4, 5, 7, 11 and or Accused 2 on the terms beneficial to them; or
 - (ii) A reward for having awarded the Lease Agreements referred to hereunder to Accused 4, 5, 7, 11 and or Accused 2 on the terms beneficial to them.
- 16.1 Old Oranje Lease Agreement, Upington – Lease Agreement
 - 16.2 14 Van Riebeeck Street, Springbok - Lease Agreement
 - 16.3 Summer Down Place Office Campus, Kuruman - Lease Agreement
 - 16.4 Keur en Geur Building, Douglas – Lease Agreement
 - 16.5 Du Toitspan Building, Kimberley – Lease Agreement
 - 16.6 Du Toitspan Building, Kimberley, Floors 9, 10 and 11 – Lease Agreement

COUNT 7 (IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

17. **IN THAT** during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3, 5 and or the late Mr Sarel Breda, who was then, a co-Director in Accused 2, did directly or indirectly give or agree or offer to give any gratification to wit,

17.1 10% Shares held by Accused 2 to Accused 8 and or to Jyba Investment Trust; and/or

17.2 Renovated the house of Accused 8 to the amount of R 1 265 611,99, and
or

17.3 Cash payment in the amount of R15 000.00,

18. for the benefit of Accused 8 and or for the benefit of Jyba Investment Trust, in order for Accused 8 to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

19. to wit, that Accused 8 would circumvent the prescribed procurement processes to ensure that the Department and or SASSA enter into the Lease Agreements referred to hereunder with Accused 4, 5, 7, 11 and or Accused 2 on the terms beneficial to them.

19.1 Old Oranje Lease Agreement, Upington – Lease Agreement

19.2 14 Van Riebeeck Street, Springbok - Lease Agreement

19.3 Summer Down Place Office Campus, Kuruman - Lease Agreement

19.4 Keur en Geur Building, Douglas – Lease Agreement

19.5 Du Toitspan Building, Kimberley – Lease Agreement

19.6 Du Toitspan Building, Kimberley, Floors 9, 10 and 11 – Lease Agreement

ALTERNATIVE COUNT TO COUNT 7

(IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 13(2)(a)(i) or 13(2)(a)(ii) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

20. **IN THAT** during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3, 5 and or the late Mr Sarel

Breda, who was then, a co-Director in Accused 2, did directly or indirectly give or agree or offer to give any gratification to wit,

- 20.1 10% Shares held by Accused 2 to Accused 8; and/or
 - 20.2 Renovated the house of Accused 8 to the amount of R 1 265 611,99,
 - 20.3 Cash payment in the amount of R15 000.00,
21. for the benefit of Accused 8 and or for the benefit of Jyba Investment Trust, as –
- (i) An inducement for Accused 8 to personally or by influencing any other person to award the Lease Agreements referred to hereunder to Accused 4, 5, 7, 11 and Accused 2 on the terms beneficial to them; or
 - (ii) A reward for having awarded the Lease Agreements referred to hereunder to Accused 4, 5, 7, 11 and Accused 2 on the terms beneficial to them.
 - a. Old Oranje Lease Agreement, Upington – Lease Agreement
 - b. 14 Van Riebeeck Street, Springbok - Lease Agreement
 - c. Summer Down Place Office Campus, Kuruman - Lease Agreement
 - d. Keur en Geur Building, Douglas – Lease Agreement
 - e. Du Toitspan Building, Kimberley – Lease Agreement
 - f. Du Toitspan Building, Kimberley, Floors 9, 10 and 11 – Lease Agreement

COUNT 8

(IN RELATION TO ACCUSED 1, 2, 3, 5 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

22. **IN THAT** on or about March 2006 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the

Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or SASSA and or its employees that:

- 22.1 The rental amount per m² charged by Accused 5 and or Accused 2 in relation to the Oranje Hotel Building, was fair and market related; and or
 - 22.2 The rental area offered by Accused 5 and or Accused 2 to the Department in relation to Oranje Hotel Building was correctly calculated per m²; and or
 - 22.3 The escalation rate proposed by Accused 5 and or Accused 2 in the lease agreement relating to Oranje Hotel Building was fair; and or
 - 22.4 Oranje Hotel Building was already a registered property of Accused 5 and or Accused 2 at the time the Department entered into a Lease Agreement with Accused 5 and or Accused 2 in respect of the said building; and/or
 - 22.5 Accused 5 and or Accused 2 were the lawful owners of the building, Oranje Hotel Building, at the time the aforesaid Lease Agreement was entered into; and or
 - 22.6 Prescribed procurement processes had been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 5 and or 2,
23. And the Accused did by means of the aforesaid misrepresentations induce the Department and or SASSA and or its employees to their prejudice, actual or potential to;
- 23.1 accept that the information contained in the Lease Agreement co-signed by Accused 8 on 20 March 2006 and Accused 5 on 28 March 2006 was true and correct; and or
 - 23.2 the Provincial Tender Board approved the terms of the said Lease

Agreement; and or

- 23.3 commit the Department to a Five (5) year Lease Agreement with Accused 5 and or Accused 2; and or
 - 23.4 suffer financial prejudice as a result of the conduct of Accused 5 and or Accused 2 and Accused 8; and or
 - 23.5 As a result of the various misrepresentations SASSA has paid Accused 5 and or Accused 2 an amount totalling R11,997,682.04 to 31 December 2011 that is not due to them and which is to the prejudice of SASSA and if the lease continues until the end date, being 30 April 2016, there is a further potential prejudice of R12,378,210.99. The total actual and potential prejudice is R24,375,893.03 as a result of the terms of the lease agreement;
24. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:
- 24.1 The rental amount per m² charged by Accused 5 and or Accused 2 was neither fair nor market related; and or
 - 24.2 The actual rental area offered was less than the rental area offered by Accused 5 and or Accused 2 per m²; and or
 - 24.3 The escalation rate proposed by Accused 5 and or 2 in the lease agreement was high; and or
 - 24.4 Oranje Hotel Building was not yet a registered property of Accused 5 and or Accused 2 at the time the Department entered into a Lease Agreement with Accused 5 and or 2 in respect of the said building; and/or
 - 24.5 Accused 5 and or 2 were not the lawful owners of the building Oranje Hotel at the time the aforesaid Lease Agreement was entered into; and or
 - 24.6 Proper prescribed procurement processes had not been fully complied with

when a Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 5 and or 2.

COUNT 9 (IN RELATION TO ACCUSED 1, 2, 3, 5, 8, 11 AND 12 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

25. **IN THAT** on or about October 2006 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

- 25.1 The rental amount per m² charged by Accused 2 and 5 in relation to the building, 14 Van Riebeeck Street, Springbok, was fair and market related; and or
- 25.2 The rental amount per m² charged by Accused 2 and 5 in relation to the building, 14 Van Riebeeck Street, Springbok, was fair and market related; and or
- 25.3 The rental area offered by Accused 2 and 5 to the Department in relation to the said building was correctly calculated per m²; and or
- 25.4 The escalation rate proposed by Accused 2 and 5 in the lease agreement relating to the said building was fair; and or
- 25.5 14 Van Riebeeck Street, Springbok was already a registered property of Accused 2 and 5 at the time the Department entered into a Lease Agreement with Accused 2 and 5 in respect of the said building; and/or
- 25.6 Accused 2 and 5 were the lawful owners of 14 Van Riebeeck Street,

Springbok at the time the aforesaid Lease Agreement was entered into; and
or

- 25.7 Prescribed procurement processes had been fully complied with when a Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and 5; and or
- 25.8 Accused 11 and or 12 were registered owners of 14 Van Riebeeck Street, Springbok building; and or
- 25.9 The Bid Documents submitted by Accused 2 and or 5 and Accused 12 were bona fide and free of collusive/fraudulent practice; and or
- 26. Most particularly, Accused 2 and or 5 and Accused 11 omitted to disclose to the Department that they were in an employer/employee relationship,
- 27. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;
 - 27.1 accept that the information contained in the Lease Agreement co-signed by Accused 8 on 3 November 2006 and the late Sarel Breda (on behalf of Accused 2 and 5) on 3 November 2006 was true and correct; and or
 - 27.2 accept that the information contained in the Bid Documents of Accused 2 and or 5 and Accused 12, were true and correct; and or
 - 27.3 the Departments Bid Adjudication Committee recommended the said Lease Agreement for five (5) years; and or
 - 27.4 Accused 8 committed the Department to a ten (10) year Lease Agreement with Accused 2 and 5; and or
 - 27.5 suffer financial prejudice, as a result of the various misrepresentations the Department has paid Accused 2 and or 5 an amount totalling

R3,144,364.25 to 31 January 2012 that was not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 28 February 2017, there is a further potential prejudice of R5,698,549.17. The total actual and potential prejudice is R8,842,913.42.

28. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:

- 28.1 The rental amount per m² charged by Accused 2 and or 5 was neither fair nor market related, but excessive; and or
- 28.2 The actual rental area offered was less than the rental area offered by Accused 2 and or 5 to the Department per m²; and or
- 28.3 The escalation rate proposed by Accused 2 and or 5 in the lease agreement was high; and or
- 28.4 14 Van Riebeeck Street, Springbok was not yet a registered property of Accused 2 and or 5 at the time the Department entered into a Lease Agreement with Accused 2 and or 5 in respect of the said building; and/or
- 28.5 Accused 2 and or 5 were not the lawful owners of 14 Van Riebeeck Street, Springbok at the time the aforesaid Lease Agreement was entered into; and or
- 28.6 Proper prescribed procurement processes had not been fully complied with when a Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 5.
- 28.7 Accused 11 and or 12 were not registered owners of 14 Van Riebeeck Street, Springbok building; and or
- 28.8 The Bid Documents submitted by Accused 2 and or 5 and Accused 12 were not bona fide and free of collusive/fraudulent practice; and or
- 28.9 Accused 2 and or 5 and Accused 11 knew that they were having an

employer/employee relationship and deliberately failed to disclose that fact.

COUNT 10 (IN RELATION TO ACCUSED 1, 2, 3, 6 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

29. IN THAT during the period between 30th August 2006 and 15th March 2007 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

29.1 The rental amount per m² charged by Accused 2 and or 6 in relation to the Summer Down Place Office Campus, Kuruman building, was fair and market related; and or

29.2 The rental area offered by Accused 2 and or 6 to the Department in relation to the said building was correctly calculated per m²; and or

29.3 The escalation rate proposed by Accused 2 and or 6 in the lease agreement relating to the said building was fair; and or

29.4 Prescribed procurement processes had been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 6,

30. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;

30.1 accept that the information contained in the Lease Agreements co-signed

- by Accused 8 (on behalf of the Department) and the late Sarel Breda (on behalf of Accused 2 and or 6) was true and correct; and or
- 30.2 the Departments Bid Adjudication Committee recommended the said Lease Agreement for five (5) years; and or
- 30.3 Accused 8 committed the Department to a ten (10) year Lease Agreement with Accused 2 and or 6; and or
- 30.4 suffer financial prejudice, as a result of the various misrepresentations the Department has paid Accused 2 and or 6 an amount totalling R3,066,986.15 to 31 January 2012 that was not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 31 January 2017, there is a further potential prejudice of R4,828,168.41. The total actual and potential prejudice is R7,895,154.55.
31. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:
- 31.1 The rental amount per m² charged by Accused 2 and or 6 was neither fair nor market related, but excessive; and or
- 31.2 The actual rental area offered was less than the rental area offered by Accused 2 and or 6 to the Department per m²; and or
- 31.3 The escalation rate proposed by Accused 2 and or 6 in the lease agreement was high; and or
- 31.4 Proper prescribed procurement processes had not been fully complied with when a Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 6.

COUNT 11 (IN RELATION TO ACCUSED 1, 2, 3, 7 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

32. IN THAT during the period between 30th August 2006 and 15th January 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

32.1 The rental amount per m² charged by Accused 2 and or 7 in relation to the Keur en Geur Building, Douglas, was fair and market related; and or

32.2 The rental area offered by Accused 2 and or 7 to the Department in relation to the said building was correctly calculated per m²; and or

32.3 The escalation rate proposed by Accused 2 and or 7 in the lease agreement relating to the said building was fair; and or

32.4 Prescribed procurement processes had been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 7,

33. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;

33.1 accept that the information contained in the Lease Agreements co-signed by Accused 8 (on behalf of the Department) and the late Sarel Breda (on behalf of Accused 2 and or 7) was true and correct; and or

33.2 the Departments Bid Adjudication Committee recommended the said Lease

Agreement for five (5) years; and or

- 33.3 Accused 8 committed the Department to a five (5) year Lease Agreement with Accused 2 and or 7; and or
 - 33.4 suffer financial prejudice, as a result of the various misrepresentations the Department has paid Accused 2 and or 7 an amount totalling R747,098.72 to 31 January 2012 that was not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 31 July 2013, there is a further potential prejudice of R427,411.29. The total actual and potential prejudice is R1,174,510.01.
34. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:
- 34.1 The rental amount per m² charged by Accused 2 and or 7 was neither fair nor market related, but excessive; and or
 - 34.2 The actual rental area offered was less than the rental area offered by Accused 2 and or 7 to the Department per m²; and or
 - 34.3 The escalation rate proposed by Accused 2 and or 7 in the lease agreement was high; and or
 - 34.4 Proper prescribed procurement processes had not been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 7.

COUNT 12

(IN RELATION TO ACCUSED 1, 2, 3, 4 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

35. IN THAT during the period between 2005 and 25 April 2007 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:
- 35.1 The rental amount per m² charged by Accused 2 and or 4 in relation to the Du Toitspan Building, Kimberley building, was fair and market related; and or
- 35.2 The rental area offered by Accused 2 and or 4 to the Department in relation to the said building was correctly calculated per m²; and or
- 35.3 The escalation rate proposed by Accused 2 and or 4 in the lease agreement in relation to the said building was fair; and or
- 35.4 Prescribed procurement processes had been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 4.
36. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;
- 36.1 accept that the information contained in the Lease Agreement co-signed by Accused 8 on 25 April 2007 and the late Sarel Breda (on behalf of Accused

- 2 and or 4) on 23 April 2007 was true and correct; and or
- 36.2 the Departments Bid Adjudication Committee recommended the said Lease Agreement for five (5) years; and or
- 36.3 Accused 8 committed the Department to a five (5) year Lease Agreement with Accused 2 and or 4; and or
- 36.4 suffer financial prejudice, as a result of the various misrepresentations the Department has paid Accused 2 and or 4 an amount totalling R3,788,729.83 to 31 December 2011 that was not due to them and which is to the prejudice of the Department.
37. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:
- 37.1 The rental amount per m² charged by Accused 2 and or 4 was neither fair nor market related, but excessive; and or
- 37.2 The actual rental area offered was less than the rental area offered by Accused 2 and or 4 to the Department per m²; and or
- 37.3 The escalation rate proposed by Accused 2 and or 4 in the lease agreement was high; and or
- 37.4 Proper prescribed procurement processes had not been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 4.

COUNT 13 (IN RELATION TO ACCUSED 1, 2, 3, 4 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

38. IN THAT during the period between 2005 and 12 June 2008 and at or near

Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

- 38.1 The rental amount per m² charged by Accused 2 and or 4 in relation to the Du Toitspan Building, Floor 9, 10 and 11, Kimberley building, was fair and market related; and or
 - 38.2 The rental area offered by Accused 2 and 4 to the Department in relation to the said building was correctly calculated per m²; and or
 - 38.3 The escalation rate proposed by Accused 2 and 4 in the lease agreement in relation to the said building was fair; and or
 - 38.4 Prescribed procurement processes had been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 4,
39. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;
- 39.1 accept that the information contained in the Lease Agreement co-signed by Accused 8 on 12 June 2008 and the late Sarel Breda (on behalf of Accused 2 and or 4) on 12 June 2008 was true and correct; and or
 - 39.2 Accused 8 committed the Department to a five (5) year Lease Agreement with Accused 2 and or 4; and or
 - 39.3 As a result of the various misrepresentations the Department has paid Accused 2 and or 4 an amount totalling R3,936,974.38 to 31 January 2012 that was not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 31 July 2016, there is a

further potential prejudice of R7,388,091.27. The total actual and potential prejudice is R11,325,065.65.

40. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:

40.1 The rental amount per m² charged by Accused 2 and or 4 was neither fair nor market related, but excessive; and or

40.2 The actual rental area offered was less than the rental area offered by Accused 2 and or 4 to the Department per m²; and or

40.3 The escalation rate proposed by Accused 2 and or 4 in the lease agreement was high; and or

40.4 Proper prescribed procurement processes had not been fully complied with when the Lease Agreement was entered into by the Department (as represented by Accused 8) and Accused 2 and or 4.

COUNT 14 (IN RELATION TO ACCUSED 1 ONLY)

THAT THE ACCUSED IS GUILTY OF AN OFFENCE IN TERMS OF SECTION 424 OF THE COMPANIES ACT, ACT 61 OF 1973

41. IN THAT during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court:

41.1 the Accused, together with the late Mr Sarel Breda, who was then, a co-Director in Accused 2, 3, 4, 5, 6 and 7, knowingly carried on the business of the companies (Accused 2, 3, 4, 5, 6 and 7) recklessly and/or for any

fraudulent purpose.

COUNT 15 (IN RELATION TO ACCUSED 9 AND 10 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 3(a)(ii)(aa) or 3(a)(iii) or 3(a)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

42. **IN THAT** during the period between March 2006 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused , did directly or indirectly accept or agree or offer to accept any gratification to wit, the following payments;
- 42.1 R 228 000, 00 (paid to Accused 10 on 07 March 2006);
 - 42.2 R 500 000, 00, (paid to Accused 9 on 26 April 2006);
 - 42.3 R 338 521, 25 (paid to Accused 9 on 20 August 2007);
 - 42.4 R 298 151, 95 (paid to Accused 9 between 30 October 2007 to 29 April 2008);
 - 42.5 Accused 9 received 25 Ordinary Shares in Trifecta Resources and Exploration (Pty) Ltd (on 08 September 2006);
 - 42.6 Having Accused 9's guest house situated at 382 and 383 Shimane Street, upington, renovated to the amount of R 346 919, 74 by Accused 1 and or Accused 5 and or Accused 2 and or Accused 3 and or by the late Mr Sarel Breda,

43. for the benefit of himself the (Accused 9) in order for Accused 9 and Accused 10 to personally act or by influencing another person (Mr Crouch) so to act in a manner-
- (ii) That amounts to –
- (aa) the abuse of a position of authority; or
- (iii) designed to achieve an unjustified result
- (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything,
44. to wit, that Accused 9 and Accused 10 influenced and or instructed Mr Ebrahim Crouch to act in a manner that would ensure that the Department enters into a Lease Agreement with Accused 5 and or Accused 2 on the terms beneficial to Accused 5 and Accused 2 in respect of the Oranje Hotel Upington building and or
45. that Mr Ebrahim Crouch acts in a manner that would circumvent the prescribed procurement processes of the Department that resulted in Accused 5 and or Accused 2 being awarded the aforesaid Lease Agreement.

FIRST ALTERNATIVE COUNT TO COUNT 15

(IN RELATION TO ACCUSED 9 AND 10 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 13(1)(a)(i) or 13(1)(b) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

46. **IN THAT** during the period between March 2006 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of

Jurisdiction of this Honourable Court, the Accused, did directly or indirectly accept or agree or offer to accept any gratification to wit,

- 46.1 R 228 000, 00 (paid to Accused 10 on 07 March 2006);
- 46.2 R 500 000, 00, (paid to Accused 9 on 26 April 2006);
- 46.3 R 338 521, 25 (paid to Accused 9 on 20 August 2007);
- 46.4 R 298 151, 95 (paid to Accused 9 between 30 October 2007 to 29 April 2008);
- 46.5 Accused 9 received 25 Ordinary Shares in Trifecta Resources and Exploration (Pty) Ltd (on 08 September 2006);
- 46.6 Having Accused 9's guest house situated at 382 and 383 Shimane Street, upington, renovated to the amount of R 346 919, 74 by Accused 1 and or Accused 5 and or Accused 2 and or Accused 3 and or by the late Mr Sarel Breda

47. for the benefit of the Accused, as –

(b) An inducement to personally or by influencing any other person (Mr Crouch) so to act –

- (i) Accused 9 influenced or instructed Mr Ebrahim Crouch to act in a manner that would ensure that the Department enters into a Lease Agreement with Accused 5 and or Accused 2 on the terms beneficial to Accused 5 and or Accused 2 in respect of the Oranje Hotel Upington building and/or;
- (ii) that Mr Ebrahim Crouch acts in a manner that would circumvent the prescribed procurement procedures of the Department that resulted in Accused 5 and or Accused 2 being awarded the aforesaid Lease Agreement.

- (iii) A reward for having ensured that Accused 5 and or Accused 2 are awarded the aforesaid Lease Agreement.

SECOND ALTERNATIVE COUNT TO COUNT 15

(IN RELATION TO ACCUSED 9 and 10 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 21(b) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

47.1 IN THAT during the period between March 2006 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, conspired with Accused 1 and or 5 and or 2 and or 3 and or by the late Mr Sarel Breda to commit an offence in terms of Act 12 of 2004

COUNT 16 (IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 3(b)(ii)(aa) or 3(b)(iii) or 3(b)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

48. IN THAT during the period between March 2006 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 5 and or the late Mr Sarel

Breda, who was then, a co-Director in Accused 2, did directly or indirectly give or agree or offer to give any gratification to wit,

48.1 R 228 000, 00 (paid to Accused 10 on 07 March 2006);

48.2 R 500 000, 00, (paid to Accused 9 on 26 April 2006);

48.3 R 338 521, 25 (paid to Accused 9 on 20 August 2007);

48.4 R 298 151, 95 (paid to Accused 9 between 30 October 2007 to 29 April 2008);

48.5 25 Ordinary Shares in Trifecta Resources and Exploration (Pty) Ltd (on 08 September 2006;

48.6 Renovated Accused 9's guest house situated at 382 and 383 Shimane Street, Upington, to the amount of R 346 919, 74,

49. for the benefit of Accused 9 and 10, in order for the Accused to personally act in a manner-

(ii) That amounts to –

(aa) the abuse of a position of authority;

(iii) designed to achieve an unjustifiable result;

(iv) that amounts to any other unauthorised or improper inducement to do or not to do anything

50. to wit, that Accused 9 and Accused 10 influenced and or instructed Mr Ebrahim Crouch to act in a manner that would ensure that the Department enters into a Lease Agreement with Accused 5 and or Accused 2 on the terms beneficial to Accused 5 and Accused 2 in respect of the Oranje Hotel Upington building and or

51. that Mr Ebrahim Crouch acts in a manner that would circumvent the prescribed procurement procedures of the Department that resulted in Accused 5 and or Accused 2 being awarded the aforesaid Lease Agreement.

ALTERNATIVE COUNT TO COUNT 16

(IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 13(2)(a)(i) or 13(2)(a)(ii) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

52. **IN THAT** during the period between March 2006 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 5 and or the late Mr Sarel Breda, who was then, a co-Director in Accused 2, did directly or indirectly give or agree or offer to give any gratification to wit,

52.1 R 228 000, 00 (paid to Accused 10 on 07 March 2006);

52.2 R 500 000, 00, (paid to Accused 9 on 26 April 2006);

52.3 R 338 521, 25 (paid to Accused 9 on 20 August 2007);

52.4 R 298 151, 95 (paid to Accused 9 between 30 October 2007 to 29 April 2008);

52.5 25 Ordinary Shares in Trifecta Resources and Exploration (Pty) Ltd (on 08 September 2006);

52.6 Renovated Accused 9's guest house situated at 382 and 383 Shimane Street, Uptington, to the amount of R 346 919, 74,

53. for the benefit of Accused 9 and Accused 10 as –

- (iii) An inducement for the Accused to personally or by influencing any other person to wit, Mr Crouch, to act in a manner that would ensure that the Department enters into a Lease Agreement with Accused 5 and or Accused 2 on the terms beneficial to Accused 5 and or Accused 2 in respect of the Oranje Hotel Upington building and; or
- (iv) A reward for having influenced Mr Ebrahim Crouch to act in a manner that would circumvent the prescribed procurement procedures of the Department that resulted in Accused 5 and or Accused 2 being awarded the aforesaid Lease Agreement.

COUNT 17 (IN RELATION TO ACCUSED 11 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 3(a)(ii)(cc) or 3(a)(iii) or 3(a)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

- 54. **IN THAT** during the period between 30 May 2006 and 31 July 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did directly or indirectly accept or agree or offer to accept any gratification from Accused 1 and or 2 to wit;
- 55. the amounts of cash stated in Column 5 of Schedule 2 and the Trust in which he is a Trustee, Poliyana Property Trust, received a 10% shareholding in Greenmarble Investment 3 (Pty) Ltd which is an entity connected to the Trifecta Group of companies,

56. for the benefit of himself (Accused 11), or for the benefit of another person, to wit, Poliyana Property Trust, in order to act, personally or by influencing another person so to act, in a manner –
- (i) that amounts to the violation of a legal duty or a set of rules; or
 - (ii) designed to achieve an unjustified results; or
 - (iii) that amounts to any other unauthorised or improper inducement to do or not to do anything,
57. to wit, Accused 11 omitted or concealed to disclose to the Department when he was tendering for tender number NC/SOC/0019/2006 that he was an employee of Accused 2 and or its related entities; and or
58. he knew Accused 1; and or
59. that the building he was offering to let to the Department through his entity (Accused 12) was the same as the one offered by Accused 2 and or Accused 4; and or
60. giving the Trifecta group an advantage to be awarded the aforesaid tender through his collusive behaviour with Accused 1, 2, 3 and 4.

COUNT 18 (IN RELATION TO ACCUSED 1, 2 AND 3 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 3(b)(ii)(cc) or 3(b)(iii) or 3(b)(iv) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

61. IN THAT during the period between 30 May 2006 and 31 July 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did directly or indirectly give or agree or offer to give any gratification to wit;
62. the amounts of cash stated in Column 5 of Schedule 2 and a 10% shareholding of Greenmarble Investment 3 (Pty) Ltd to Poliyana Property Trust in which Accused 11 is a Trustee,
63. for the benefit of himself (Accused 11), or for the benefit of another person, to wit, Poliyana Property Trust, in order to act, personally or by influencing another person so to act, in a manner –
 - (iv) that amounts to the violation of a legal duty or a set of rules; or
 - (v) designed to achieve an unjustified results; or
 - (vi) that amounts to any other unauthorised or improper inducement to do or not to do anything,
64. to wit, Accused 11 omitted or concealed to disclose to the Department when he was tendering for tender number NC/SOC/0019/2006 that he was an employee of Accused 2 and or its related entities; and or
65. he knew Accused 1; and or
66. that the building they were offering to let to the Department was the same as the one offered by Accused 11 and 12.
67. To influence Accused 11 to submit a collusive bidding with Accused 1, 2, 3 and 4 which gave an advantage to the Accused to be awarded the aforesaid tender.

SCHEDULE 2

COLUMN	COLUMN 2: Payment date	COLUMN 3: Bank	COLUMN 4: Acc no	COLUMN 5: Amount (R)
1	30/05/2006	ABSA	4052598716	18,907.01
2	30/06/2006	ABSA	4052598716	18,907.00
3	31/07/2006	ABSA	4052598716	18,900.06
4	31/08/2006	ABSA	4052598716	18,900.06
5	30/09/2006	ABSA	4052598716	18,900.04
6	31/10/2006	ABSA	4052598716	19,320.05
7	30/11/2006	ABSA	4052598716	19,320.05
8	31/12/2006	ABSA	4052598716	19,320.04
9	31/01/2007	ABSA	4052598716	19,320.05
10	28/02/2007	ABSA	4052598716	19,320.05
11	31/03/2007	ABSA	4052598716	19,646.30
12	30/04/2007	ABSA	4052598716	19,646.29
13	31/05/2007	ABSA	4052598716	19,646.30
14	30/06/2007	ABSA	4052598716	19,646.30
15	31/07/2007	ABSA	4052598716	19,646.29
16	31/08/2007	ABSA	4052598716	19,646.30
17	30/09/2007	ABSA	4052598716	19,646.30
18	31/10/2007	ABSA	4052598716	19,638.13
19	30/11/2007	ABSA	4052598716	19,638.14
20	31/12/2007	ABSA	4052598716	19,638.14
21	31/01/2008	ABSA	4052598716	19,638.13
22	29/02/2008	ABSA	4052598716	19,638.14
23	31/03/2008	ABSA	4052598716	19,638.14
24	30/04/2008	ABSA	4052598716	19,638.13
25	31/05/2008	ABSA	4052598716	20,376.89
26	30/06/2008	ABSA	4052598716	19,884.39
27	31/07/2008	ABSA	4052598716	19,884.38
28	31/08/2008	ABSA	4052598716	19,884.39

29	30/09/2008	ABSA	4052598716	19,884.39
30	31/10/2008	ABSA	4052598716	19,884.38
31	30/11/2008	ABSA	4052598716	19,884.39
32	31/12/2008	ABSA	4052598716	19,884.39
33	31/01/2009	ABSA	4052598716	19,884.38
34	28/02/2009	ABSA	4052598716	19,884.39
35	31/03/2009	ABSA	4052598716	20,193.22
36	30/04/2009	ABSA	4052598716	20,193.22

37	31/05/2009	ABSA	4052598716	20,193.22
38	30/06/2009	ABSA	4070240915	20,193.22
39	31/07/2009	ABSA	4052598716	20,193.22
			Total (R)	766,407.91

COUNT 19 (IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

68. IN THAT on or about August 2006 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 13, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

68.1 the Department required office space of a 1000m² for rental in Springbok;
and or

68.2 the said office space was required to accomidate Sixty officials in Springbok,

69. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;

69.1 Accept that the information contained in his Memo dated 30 August 2006 was true and correct; and or

69.2 As a result of the aforementioned representations, the Department advertised a tender for the provision of office space for 1000m² in Springbok; and or

- 69.3 As a result of the aforesaid misrepresentation of the Accused, the Department appointed Accused 2 and or 5 to provide office space for 1000m²; and or
- 69.4 The Accused's conduct resulted in the Department suffering financial prejudice; and or
- 69.5 As a result of the various misrepresentations the Department has paid Accused 2 and or 5 an amount totalling R3,144,364.25 to 31 January 2012 that was not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 28 February 2017, there is a further potential prejudice of R5,698,549.17. The total actual and potential prejudice is R8,842,913.42.

70. WHEREAS the Accused, when he misrepresented as aforesaid, well knew that:

- 70.1 the Department did not require office space of 1000m² for rental in Springbok; and or
- 70.2 the Department did not require office space to accomodate Sixty officials in Springbok.

COUNT 20 (IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

71. IN THAT upon or during the period between 30 August 2006 and 17 December 2009 at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 13, did directly or indirectly accept or agree or offer to accept any gratification to wit,

71.1 R2000.00 (two thousand rand)

72. for the benefit of himself (Accused 13) to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

73. to wit, that Accused 13 and Mr Sarel Breda on 17th August 2006 visited Springbok to inspect the building that was identified for the provision of office space for the Department prior to when a needs analysis was done for the Department and prior to a Tender being advertised for said office space.

74. On 30th August 2006 Accused 13 then went and compiled a needs analysis for the provision for the said office space which was later advertised for tender.

75. He wrote a memorandum dated 13th October 2006 and addressing it to Ms Vosloo, Manager of Supply Chain Management (SCM) and was copied to Mr Holele the chairperson of the BAC to influence them to award the tender NC/SOC/0019/2006 to Accused 2 and 5.

COUNT 21 (IN RELATION TO ACCUSED 1, 2, 3 AND 5 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

76. **IN THAT** upon or about 17th December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 5 did directly or indirectly give or agree or offer to give any gratification to wit,

76.1 R2000.00 (two thousand rand)

77. for the benefit of Accused 13 to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

78. to wit, that Accused 13 and Mr Sarel Breda on 17th August 2006 visited Springbok to inspect the building that was identified for the provision of office space for the Department prior to when a needs analysis was done for the Department and prior to a Tender being advertised for said office space.

79. On 30th August 2006 Accused 13 then went and compiled a needs analysis for the provision for the said office space which was later advertised for tender.
80. Accused 13 had influenced the Bid Adjudication Committee to award the tender NC/SOC/0019/2006 to Accused 2 and 5.

COUNT 22 (IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

81. **IN THAT** on or about August 2006 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

81.1 That the Department required office space of a 1100m² for rental in Kuruman; and or

81.2 That the said office space was required to accomidate Sixty three officials in Kuruman,

82. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;

82.1 Accept that the information contained in his Memo dated 30 August 2006 was true and correct; and or

82.2 As a result of the aforementioned representations, the Department

advertised a tender for the provision of office space for a 1100m² in Kuruman; and or

82.3 As a result of the aforesaid misrepresentations of the Accused, the Department appointed Accused 2 and or 6 to provide office space for a 1100m²; and or

82.4 The Accused's conduct resulted in the Department suffering financial prejudice; and or

82.5 As a result of the various misrepresentations the Department has paid Accused 2 and or 6 an amount totalling R3,066,986.15 to 31 January 2012 that is not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 31 January 2017, there is a further potential prejudice of R4,828,168.41. The total actual and potential prejudice is R7,895,154.55.

83. WHEREAS the Accused, when he misrepresented as aforesaid, well knew that:

83.1 the Department did not require office space of 1100m² for rental in Kuruman; and or

83.2 The Department did not require office space to accomodate Sixty three officials in Kuruman.

COUNT 23 (IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

84. IN THAT upon or during the period between 30 August 2006 and 17 December 2009 at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 13, did directly or indirectly accept or agree or offer to accept any gratification to wit,

84.1 R2000.00 (two thousand rand)

85. for the benefit of himself (Accused 13) to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

86. to wit, that Accused 13 and Mr Sarel Breda on 18th August 2006 visited Kuruman to inspect the building that was identified for the provision of office space for the Department prior to when a needs analysis was done for the Department and prior to a Tender being advertised for said office space.

87. On 30th August 2006 Accused 13 then went and compiled a needs analysis for the provision for the said office space which was later advertised for tender.

88. He wrote a memorandum dated 13th October 2006 and addressing it to Ms Vosloo Manager of Supply Chain Management (SCM) and was copied to Mr Holele the chairperson of the BAC to influence them to award the tender NC/SOC/0018/2006 to Accused 2 and or 6.

COUNT 24 (IN RELATION TO ACCUSED 1, 2, 3 AND 6 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

89. IN THAT upon or about 17th December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 6 did directly or indirectly give or agree or offer to give any gratification to wit,

89.1 R2000.00 (two thousand rand)

90. for the benefit of Accused 13 to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(i) That amounts to –

(aa) the abuse of a position of authority,

91. to wit, that Accused 13 and Mr Sarel Breda on 18th August 2006 visited Kuruman to inspect the building that was identified for the provision of office space for the Department prior to when a needs analysis was done for the Department and prior to a Tender being advertised for said office space.

92. On 30th August 2006 Accused 13 then went and compiled a needs analysis for the

provision for the said office space which was later advertised for tender.

93. Accused 13 had influenced the Bid Adjudication Committee to award the tender NC/SOC/0018/2006 to Accused 2 and or 6.

COUNT 25 (IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

94. **IN THAT** on or about 14 September 2006 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

94.1 That the Department required office space of 1150m² for rental in Du Toitspan Building Kimberley; and or

94.2 That the said office space was required to accommodate Seventy two officials in Du Toitspan Building, Kimberley.

95. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;

95.1 Accept that the information contained in his Memo dated 14th September 2006 was true and correct; and or

95.2 As a result of the aforementioned representations, the Department advertised a tender for the provision of office space for a 1150m² in Du Toitspan Building, Kimberley; and or

95.3 As a result of the aforesaid misrepresentation of the accused, the Department appointed Accused 2 and or 4 to provide office space for a

1150m²; and or

95.4 The Accuseds conduct resulted in the Department suffering financial prejudice; and or

95.5 suffer financial prejudice, as a result of the various misrepresentations the Department has paid Accused 2 and or 4 an amount totalling R3,788,729.83 to 31 December 2011 that was not due to them and which is to the prejudice of the Department.

96. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:

96.1 That the Department did not require office space of a 1150m² for rental in Du Toitspan Building, Kimberley; and or

96.2 The Department did not require office space to accomidate Seventy two officials in Du Toitspan Building, Kimberley.

COUNT 26 (IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

97. **IN THAT** on or about 2 June 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

97.1 That the Department required additional office space of 2421m² for rental in Du Toitspan Building Kimberley; and or

97.2 That the said office space was required to accommodate ninety four

officials in Du Toitspan Building, Kimberley.

98. And the Accused did by means of the aforesaid misrepresentations induce the Department and or its employees to their prejudice, actual or potential to;

98.1 Accept that the information contained in his Memo dated 12th June 2008 was true and correct; and or

98.2 As a result of the aforesaid misrepresentation of the accused, the Department appointed Accused 2 and or 4 to provide office space for a 2421.84m²; and or

98.3 The Accuseds conduct resulted in the Department suffering financial prejudice, and or

98.4 As a result of the various misrepresentations the Department has paid Accused 2 and or 4 an amount totaling R3,936,974.38 to 31 January 2012 that is not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 31 July 2016, there is a further potential prejudice of R7,388,091.27. The total actual and potential prejudice is R11,325,065.65.

99. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:

99.1 That the Department did not require office space of a 2421.84m² for rental in Du Toitspan Building, Kimberley; and or

99.2 The Department did not require office space to accomodate ninety four officials in Du Toitspan Building, Kimberley

COUNT 27

(IN RELATION TO ACCUSED 13 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or (ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

100. **IN THAT** upon or during the period between 14 September 2006 and 17 December 2009 at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 13, did directly or indirectly accept or agree or offer to accept any gratification to wit,
- 100.1 R2000.00 (two thousand rand)
101. for the benefit of himself (Accused 13) to personally act in a manner-
- (i) That amounts to the –
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or
 - (ii) That amounts to –
 - (aa) the abuse of a position of authority,
102. On 14th September 2006 Accused 13 compiled a needs analysis for the provision for the said office space which was later advertised for tender.
103. He wrote a memorandum dated 29th January 2007 and addressing it to Ms Vosloo Manager of Supply Chain Management (SCM) to influence the Department to award additional Office Space in respect of the tender NC/SOC/0020/2006 to Accused 2 and or 4.

COUNT 28

(IN RELATION TO ACCUSED 1, 2, 3 AND 4 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or (ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

104. IN THAT upon or about 17th December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 4 did directly or indirectly give or agree or offer to give any gratification to wit,

104.1 R2000.00 (two thousand rand)

105. for the benefit of Accused 13 to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

106. On 14th September 2006 Accused 13 compiled a needs analysis for the provision for the said office space which was later advertised for tender.

107. He wrote a memorandum dated 29th January 2007 and addressing it to Ms Vosloo Manager of Supply Chain Management (SCM) to influence the Department to award additional Office Space in respect of the tender NC/SOC/0020/2006 to Accused 2 and or 4.

COUNT 29 (IN RELATION TO ACCUSED 14 ONLY)

THAT THE ACCUSED ARE GUILTY OF FRAUD READ WITH SECTION 51(2) OF ACT 105 OF 1997 AND FURTHER READ WITH SECTION 103 OF ACT 51 OF 1977.

108. IN THAT on or about 13th October 2006 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, the Accused, did unlawfully, falsely and with the intent to defraud, misrepresent to the Department and or its employees that:

108.1 the Department required office space for rental in Douglas; and or

109. And the Accused did by means of the aforesaid misrepresentation induced the Department and or its employees to their prejudice, actual or potential to;

109.1 Accept that the information contained in his Memo dated 13th October 2006 was true and correct; and or

109.2 As a result of the aforementioned representation, the Department advertised a tender for the provision of office space in Douglas; and or

109.3 As a result of the aforesaid misrepresentation of the accused, the Department appointed Accused 2 and or 7 to provide office space for 400m²; and or

109.4 The Accused's conduct resulted in the Department suffering financial prejudice, and or

109.5 As a result of the various misrepresentations the Department has paid

Accused 2 and or 7 an amount totalling R747,098.72 to 31 January 2012 that is not due to them and which is to the prejudice of the Department and if the lease continue until the end date, being 31 July 2013, there is a further potential prejudice of R427,411.29. The total actual and potential prejudice is R1,174,510.01.

110. WHEREAS the Accused, when they misrepresented as aforesaid, well knew that:

110.1 That the Department did not require office space for rental in Douglas.

COUNT 30 (IN RELATION TO ACCUSED 14 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

111. IN THAT upon or during the period between 13th October 2006 at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 14, did directly or indirectly accept or agree or offer to accept any gratification to wit,

111.1 R2000.00 (two thousand rand)

112. for the benefit of himself (Accused 14) to personally act in a manner-

(i) That amounts to the —

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

113. to wit, that Accused 14 and Mr Sarel Breda visited Douglas to inspect the building that was identified for the provision of office space for the Department prior to the Bid Adjudication Committee recommending the Tender being awarded for said office space.
114. He wrote a memorandum dated 13th October 2006 and addressing it to Ms Vosloo Manager of Supply Chain Management (SCM) and was copied to Mr Holele the chairperson of the BAC to influence them to award the tender NC/SOC/0015/2006 to Accused 2 and 7.

COUNT 31

(IN RELATION TO ACCUSED 1, 2, 3 AND 7 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

115. **IN THAT** upon or about 17th December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 7 did directly or indirectly give or agree or offer to give any gratification to wit,

115.1 R2000.00 (two thousand rand)

116. for the benefit of Accused 14 to personally act in a manner-

(i) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(ii) That amounts to –

(aa) the abuse of a position of authority,

117. to wit, that Accused 14 and Mr Sarel Breda visited Douglas to inspect the building that was identified for the provision of office space for the Department prior to the Bid Adjudication Committee recommending the Tender being awarded for said office space.

118. Accused 14 had influenced the Bid Adjudication Committee to award the tender NC/SOC/0015/2006 to Accused 2 and 7.

COUNT 32 (IN RELATION TO ACCUSED 15 ONLY)

THAT THE ACCUSED IS GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(a)(i)(aa) or 4(1)(a)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER READ WITH SECTION 51(2) OF ACT 105 OF 1997

119. **IN THAT** during the period December 2009 at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 15, did directly or indirectly accept or agree or offer to accept any gratification to wit,

119.1 R2000.00 (two thousand rand)

120. for the benefit of herself (Accused 15) to personally act in a manner-

(iii) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(iv) That amounts to –

(aa) the abuse of a position of authority,

121. to wit, for having processed the payments which were lawfully due to Accused 2, 3, 4, 5, 6 and 7.

COUNT 33 (IN RELATION TO ACCUSED 1, 2, 3, 4, 5, 6 AND 7 ONLY)

THAT THE ACCUSED ARE GUILTY OF CORRUPTION - CONTRAVENTION OF SECTION 4(1)(b)(i)(aa) or 4(1)(b)(ii)(aa) OF ACT 12 OF 2004 READ WITH SECTIONS 1, 2, 4(2), 24, 25, 26(1)(a) OF THE ACT, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

122. IN THAT during the period December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3, 4, 5, 6 and 7 did directly or indirectly give or agree or offer to give any gratification to wit,

122.1 R2000.00 (two thousand rand)

123. to Accused 15, for her benefit, to personally act in a manner-

(iii) That amounts to the –

(aa) illegal, dishonest, unauthorised, incomplete, or biased exercise, carrying out or

performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; or

(iv) That amounts to –

(aa) the abuse of a position of authority,

124. to wit, as a gift for having processed the payments which were lawfully due to them
(Accused 2, 3, 4, 5, 6 and 7).

MONEY LAUNDERING

COUNT 34 (IN RELATION TO ACCUSED 1, 2, 3 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF MONEY LAUNDERING - CONTRAVENTION OF SECTION 4 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

IN THAT during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 8, unlawfully, whilst they knew or ought reasonable to have know that certain properties were proceeds of unlawful activities or that they formed part of the proceeds of unlawful activities to wit Corruption, agreed and arranged that;

124.1 10% Shares held by Accused 2 be transferred to Accused 8 by Accused 1 and 2 and or by the late Mr Sarel Breda, who was then, a co-Director in Accused 2; and/or

124.2 The house of Accused 8 be renovated to the amount of R 1, 265, 611,99 by Accused 1, 2, 3 and 8 and or by the late Mr Sarel Breda,

124.3 A payment of R15 000.00 (Fifteen Thousand Rand) be given to Accused 8 by Accused 1, 2, 3 and 8,

125. And that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of the said properties or the ownership thereof and/or removing or diminishing such properties which were acquired as a result of the commission of an offence.

ALTERNATIVE COUNT TO COUNT 34 (IN RELATION TO ACCUSED 1, 2, 3 AND 8 ONLY)

THAT THE ACCUSED ARE GUILTY OF MONEY LAUNDERING - CONTRAVENTION OF SECTION 6 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

IN THAT during the period between 2005 and December 2009 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 8 unlawfully

(a) Acquired

(b) Used

(c) Possessed

126. Property knowing or whilst they ought reasonable to have known that said properties forms part of the proceeds of unlawful activities of another person.

COUNT 35 (IN RELATION TO ACCUSED 1, 2, 3, 9 and 10 ONLY)

THAT THE ACCUSED ARE GUILTY OF MONEY LAUNDERING - CONTRAVENTION OF SECTION 4 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

127. **IN THAT** during the period between May 2005 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3, 9, and 10 unlawfully, whilst

they knew or ought reasonable to have know that certain properties were proceeds of unlawful activities or that they formed part of the proceeds of unlawful activities to wit Corruption, agreed and arranged that;

127.1 R 228 000, 00 (paid to Accused 10 on 07 March 2006);

127.2 R 500 000, 00, (paid to Accused 9 on 26 April 2006);

127.3 R 338 521, 25 (paid to Accused 9 on 20 August 2007);

127.4 R 298 151, 95 (paid to Accused 9 between 30 October 2007 to 29 April 2008);

127.5 Accused 9 received 25 Ordinary Shares in Trifecta Resources and Exploration (Pty) Ltd (on 08 September 2006);

127.6 having Accused 9's guest house situated at 382 and 383 Shimane Street, upington, renovated to the amount of R 346 919, 74 by Accused 2 and or by the late Mr Sarel Breda

128. And that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of the said properties or the ownership thereof and/or removing or diminishing such properties which were acquired as a result of the commission of an offence.

ALTERNATIVE COUNT TO COUNT 35 (IN RELATION TO ACCUSED 1, 2, 3, 9 AND 10 ONLY)

THAT THE ACCUSED ARE GUILTY OF MONEY LAUNDERING - CONTRAVENTION OF SECTION 6 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

129. **IN THAT** during the period during the period between May 2005 and April 2008 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3, 9 and 10, unlawfully

(d) Acquired

(e) Used

(f) Possessed

Property knowing or whilst they ought reasonable to have known that said properties forms part of the proceeds of unlawful activities of another person.

COUNT 36 (IN RELATION TO ACCUSED 1, 2, 3 AND 11 ONLY)

THAT THE ACCUSED ARE GUILTY OF MONEY LAUNDERING - CONTRAVENTION OF SECTION 4 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

130. **IN THAT** during the period between 12th January 2009 to 20th November 2012 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 11, unlawfully, whilst they knew or ought reasonable to have know that certain properties were proceeds of unlawful activities or that they formed part of the proceeds of unlawful activities to wit Corruption, agreed and arranged that;

130.1 10% Shares held by Green Marble Investments 3 (Pty) Ltd, which is a subsidiary company of Accused 2, be transferred to Poliyana Property Trust (in which Accused 11 is a Trustee) by Accused 1 and 2 and or by the late Mr Sarel Breda, who was then, a co-Director in Accused 2; and/or

130.2 On 29th June 2009 the amount of R20 193.22 was paid by Accused 2 to Accused 11,

131. And that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of the said properties or the ownership thereof and/or removing or diminishing such properties which were acquired as a result of the commission of an offence.

ALTERNATIVE COUNT TO COUNT 36 (IN RELATION TO ACCUSED 1, 2, 3, AND 11 ONLY)

THAT THE ACCUSED ARE GUILTY OF MONEY LAUNDERING - CONTRAVENTION OF SECTION 6 READ WITH SECTIONS 1, 8(1) OF ACT 121 OF 1998, AND FURTHER SECTION 51(2) OF ACT 105 OF 1997.

132. IN THAT during the period between 12th January 2009 to 20th November 2012 and at or near Kimberley in the regional division of Northern Cape and within the area of jurisdiction of this Honourable Court, Accused 1, 2, 3 and 11, unlawfully

(g) Acquired

(h) Used

(i) Possessed

133. Property knowing or whilst they ought reasonable to have known that said properties forms part of the proceeds of unlawful activities of another person.

LIST OF WITNESSES IN
ROODEPAN CAS 250/07/2012

A1 - ADV R DE WATER
A2 - MISS M P VOSLOO
A3 - MRS C B FLATELA
A4 - MR T R HOLELE
A5 - MR N T VUBA
A6 - MRS E S LEKHABO
A7 - MRS V MATTHEWS
A8 - MR A COLERIDGE
A9 - MRS M ADAMS
A10 - MRS E DE WEE
A11 - MRS L ANDERSON
A12 - MR T BAZWANA
A13 - MR G WILLIAMS
A24 - MRS I PIENAAR
A25 - MR D MALAN
A26 - MR D MYLES
A27 - MR F J VAN DYK
A36 - MR J SMITH

A37 - COL MALIMA

A38 - COL CLOETE
A39 - COL MATLALA
A42 - MR D RAMAFOKO
A43 - MRS T P ZULU
A44 - MRS K G RAMOREI
A45 - MRS J D KWENANE
A46 - MR M L RIEDT
A47 - MR E CROUCH
A48 - MRS M M ADAMS
A49 - MS A PRETORIUS

