

**Report of Trevor White**  
**Chartered Accountant and Forensic Auditor**

**The State v Gaston Savoi and others**

*project and I will highly appreciate it if you can, as agreed upon, speed up the same".*

**E-mail from Dr Savoi to Shabalala dated 21 May 2004**

**D8**

8.047 On 21 May 2004 at 08:22pm Dr Savoi sent an e-mail to Shabalala repeated hereunder in its entirety:

*"Dear friend,*

*I hope you received copy of the letter sent yesterday to Professor which I believe it's self-explanatory.*

*Yesterday Manana commented to me that Professor for the second time called her regarding the BEE in Oxyntaka. I don't understand what the problem is once:*

- 1. In my letter of 29<sup>th</sup> March, of which I enclose copy, our commitment as Intaka with the BEE is clearly stated.*
- 2. In our meeting in the Kingdom, Cape Town, Rio de Janeiro and Sao Paulo I made clear that due to the potential of the business in first stage in the Kingdom with 65 existing hospitals and the forecasted construction of 5 more this year was considered to give to the BEE 40% of the shareholding in Oxyntaka KZN an added value.*
- 3. During my last meeting in the Kingdom I even insisted in considering important yours and Professor holding. However, from your reply, that you had given me before, I understood that it was not your intention to participate in this, but that doesn't change the fact that we will receive yours and Professor full support for the definitive conclusion of such important project.*

*One more time I am forced to request your guidance to definitively conclude this and to not have constantly unnecessary little obstacles".*

**E-mail from Dr Savoi to Shabalala dated 25 May 2004**

**D9/1**

8.048 On 25 May 2004 at 01:18pm Dr Savoi sent an e-mail to Shabalala. I will refer only to that relevant to Murchison hospital and the discussions on Oxyntaka KZN:

**D9/1**

*"Dear friend,*

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References in the margin refer to  
 appendix numbers

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*Thanks for your yesterday email. Clarito.*

*Yesterday I took the liberty of calling Professor and clarify and confirm my personal commitment with the BEE, granting to the Oxyntaka KZN newco since the beginning 40% of the company to the BEE pool.*

*As you know, this newco was also constituted besides that the BEE as an adding value as we understand this fantastic project will create additional jobs to the Kingdom once starting the production in situ, independent of the fantastic savings to the Kingdom safes against current supplying system and values.*

*I also remind him about the figures he promised to send me and he said I would receive them till Thursday.*

*Coming back to our meeting and as agreed upon I will wait as you told me till 1<sup>st</sup> June to hear from you how to go forward".*

*Dr Savoi concludes: "Therefore, I believe that the most important thing will be to evaluate the above mentioned points with Professor as well as his thoughts in terms of the election of the products in which the company must focus".*

8.049 I am not in possession of any documentation or correspondence for June 2004, apart from a diary entry retained by the office of Professor Green-Thompson for 9 June 2004 12:45 "Oxygen issue: Mr Conradie, Dr Sewlal". Dr Sewlal who provided an affidavit, to be discussed later in this report, stated that he did not recall this specific meeting. Mr Conradie, the Departments Financial Manager (now known as the Chief Financial Officer) at the time, was contacted and he stated that did not recall the meeting as he was not at any stage involved in the Intaka oxygen matter.

D9/2

E3

**Fax from Dr Savoi to Professor Green-Thompson dated 19 July 2004**

D10

8.050 On 19 July 2004 Dr Savoi sent a fax to "Prof" Green-Thompson copied to Shabalala titled "Oxygen Generating Plant-Oxyntaka". Dr Savoi referred to a telephone call he had received from Mr R Westwood on 7 July 2004 who raised questions with regard to the Oxyntaka unit. Dr Savoi further stated that he requested Westwood send him his (Westwood's) queries by fax. I had earlier in my investigations into Intaka in 2009/2010, determined that Mr Robin Westwood (Westwood) is employed as a Deputy Manager, Engineering Advisory Services, Infrastructure Development

D10/1-3

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component, KZN Department of Health; a position he also occupied in July 2004.

- 8.051 The attached fax is dated 7 July 2004, being the date of the telephone call referred to by Dr Savoi. Westwood requested Dr Savoi to advise him whether Intaka had any self-generating oxygen plants in medical application in Southern Africa and if so Dr Savoi was to provide the requested case study history as provided for by Westwood. The document has been signed by "C. Alvarez" whom I understand was employed in Westwood's office at the time and whom Dr Savoi questioned in his letter to Professor Green-Thompson. Westwood's name also appears alongside "enquiries" at the top right of the document. The request by Westwood to Dr Savoi appears in my opinion to be a reasonable one. D10/4  
D10/1  
D10/4
- 8.052 It is apparent that Dr Savoi did not know Westwood at this time. He concluded by requesting information from Professor Green-Thompson in order for Intaka to determine the suitable Oxyntaka model required (I assume for Murchison hospital although no specific reference is made to the said hospital). The Intaka letter was sent to Dr Sewlal from the Office of Professor Green-Thompson on 28 July 2004 and mailed to Westwood on 29 July 2004. D10/5-6

**Affidavit of Robin Westwood**

- 8.053 Westwood was interviewed and provided an affidavit detailing his knowledge and involvement surrounding the award of the contract to Intaka by the Department of Health, for the supply of a self-generating oxygen plant at Murchison hospital. E1
- 8.054 Westwood stated that he was informed by Mr Gerrie (Gerhardus) van der Merwe (van der Merwe), the Manager of the Infrastructure Component at the time that an instruction had been received from Professor Green-Thompson, to make contact with Intaka. It was further reported to him that Intaka could save the Department of Health huge costs in the provision of oxygen. He did not recall the exact date that he first received the instruction, however it was prior to 7 July 2004 being the date he first telephoned Dr Savoi and sent him the fax referred to above. Westwood stated further that he was further required to determine the feasibility of the Intaka plant (known to D10/4

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him as the Oxyntaka plant) and to consider the implementation of a pilot project at a smaller institution.

- 8.055 Westwood stated further that at the time the National Contract with AFROX had or was about to expire. He was busy investigating the conversion of a number of hospitals in the Province within the Department of Health, from cylinder usage to bulk oxygen supply. This included 2 (two) hospitals: Vryheid hospital and Murchison hospital. The reason for this consideration was based purely on the huge potential savings the Department could make when converting to bulk oxygen supply as opposed to cylinder supply. It was at this time that he received the instruction to contact Intaka. He was also aware of another French company called Oxyplus represented in South Africa by Insmet that supplied self-generating oxygen plants. I will again refer to Westwood's affidavit during the course of this report where necessary.

**Affidavit of Gerhardus van der Merwe**

- 8.056 van der Merwe was interviewed and provided an affidavit detailing his knowledge and involvement in the matter. E2
- 8.057 van der Merwe stated that he was the Manager of Infrastructure Component during 2004 and reported directly to Dr Andy Sewlal (Dr Sewlal), the then General Manager Infrastructure and Clinical Support, Department of Health. He reconfirmed that Professor Green-Thompson was the then HOD. van der Merwe alleged that he was not familiar with Intaka as a supplier to the Department of Health during 2004 and he recalled that he attended a meeting with Professor Green-Thompson who instructed the Infrastructure Component to contact Intaka; a supplier who was able to provide an "on site self-generating oxygen plant" that could be implemented at hospitals as an alternative means to Afrox. Afrox was the sole supplier of Oxygen to the Department of Health at the time according to van der Merwe and Professor Green-Thompson was of the opinion that Intaka could save the Department of Health huge costs in the provision of oxygen. Professor Green-Thompson was allegedly of the opinion that Intaka was the only supplier who could provide this type of product. He

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added that he attended a number of meetings with Professor Green-Thompson and Dr Sewlal during which time they had general discussions surrounding the implementation of alternative means of oxygen supply to the Department of Health. He recalled informing Professor Green-Thompson that they could not just implement alternative means of oxygen supply to the Department of Health, but that they had to investigate the matter further and evaluate the technical aspects of the self-generating oxygen plant.

8.058 van der Merwe stated further that he did not recall the exact date he first received the instruction from Professor Green-Thompson, however based on documentation shown to him (forming the basis of this report) this appears to be in mid 2004. He confirmed that he instructed Westwood to contact Intaka and to obtain further information about their product from them. He corroborated Westwood's explanation that at the time the RT50 National Contract with AFROX had or was about to expire and recalled Westwood was also at the time investigating the conversion of a number of hospitals in the Province within the Department of Health, from cylinder usage to bulk oxygen supply. I will again refer to van der Merwe's affidavit during the course of this report where necessary.

**Affidavit of Dr Andy Sewlal**

8.059 Dr Sewlal was interviewed and provided an affidavit detailing his knowledge and involvement in the matter.

E3

8.060 Dr Sewlal stated that he was appointed (amongst other responsibilities), as the General Manager: Infrastructure and Clinical Support Component during May 2004 and he reported directly to Professor Green-Thompson. He further recalled that he was requested to attend a meeting with Professor Green-Thompson shortly after his appointment referred to above. He corroborated van der Merwe's explanation and confirmed that at the meeting Professor Green-Thompson discussed with him the possibility of an alternative source of oxygen supply to the Department of Health. He also confirmed that according to his understanding, Afrox was the sole supplier of oxygen to the Department of Health at the time and Professor Green-Thompson was

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of the opinion that Intaka, a supplier of an "on site self-generating oxygen plant" could save the Department of Health huge costs in the provision of oxygen.

- 8.061 Dr Sewlal further confirmed that Westwood through van der Merwe was instructed to conduct an investigation in order to determine the feasibility of the self-generating oxygen plant. Dr Sewlal added that Intaka was unknown to him and he has to date not personally met Dr Savoi. I will again refer to Dr Sewlal's affidavit during the course of this report where necessary.

**A fax from Dr Savoi to Professor Green-Thompson dated 3 August 2004**

**D11**

- 8.062 On 3 August 2004 Dr Savoi sent a fax to Professor Green-Thompson consisting of 8 pages. Seven (7) of the pages consist of a letter to Westwood titled "Self-Oxygen Generating Plant", copied to Professor Green-Thompson and Shabalala. I will comment on relevant information provided in the letter. Dr Savoi referred to their earlier telephonic discussion and fax received from Westwood. He then introduced himself and Intaka and also referred to the delegation to South America in March 2004, where after it was according to Dr Savoi agreed to set up a pilot project in KwaZulu-Natal. Dr Savoi added that after the trip he had a meeting with the Head of Health in KZN, which he understood led to Intaka's contact with Westwood.

**D11/1**

**D11/2-8**

- 8.063 Dr Savoi further provided details of the benefits of the Oxyntaka plant and comparative costs per m<sup>3</sup> between the "traditional oxygen suppliers" and the "Oxyntaka plant", and "benefits". Dr Savoi also provided additional information on the Oxyntaka plant including the different models and associated monthly production of oxygen and medicinal air.

- 8.064 He concluded by referring to Westwood's request of 7 July 2004 and requested the same information from Westwood as that requested from Professor Green-Thompson on 19 July 2004. The Intaka letter addressed to Westwood, was sent to Dr Sewlal from the Office of Professor Green-Thompson on 4 August 2004 and mailed to Westwood on 11 August 2004.

**D11/7**

**D10/4**

**D11/9-10**

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8.065 I wish to refer to paragraph 9 of Professor Green-Thompson's affidavit:

**B3/4**

*"I contacted the Facilities Infrastructure Component responsible to supply technical advisory services to the Department shortly after my return. Mr Westwood of the Infrastructure Component was requested to investigate the feasibility of such a project and to consider the implementation of a pilot project at one of the smaller institutions. The purpose thereof was to determine the following:*

- i. Cost- A comparison between Afrox and the Oxyntaka unit to determine if the Oxyntaka unit would be cheaper than (sic) Afrox.*
- ii. Safety- To ensure that the Oxyntaka plant is safe and comply with all the required safety standards.*
- iii. Sustainability- To determine if the Oxyntaka unit is sustainable.*
- iv. Method of purchase- To determine if the Department must purchase or lease the unit.*
- v. Advantages which will be any added advantages of creating competitions which would reduce prices".*

**Letter from Rafique Bagus to Shabalala dated 18 August 2004**

**D12**

8.066 The contents of this letter are self-explanatory; Bagus has concluded by requesting Shabalala to contact Dr Savoi. He has referred to Dr Savoi who *"has become disillusioned with the levels of service and commitment received and frankly he is frustrated"*. I wish to point out that Dr Savoi had in previous correspondence (3 August 2004) copied Shabalala (and Professor Green-Thompson) on his letter to Westwood as discussed above, which was sent to Professor Green-Thompson's office.

**D11**

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**Report by Westwood to van der Merwe dated 30 August 2004, van der Merwe's report to Professor Green-Thompson dated 7 September 2004 and the approval by Professor Green-Thompson dated 13 September 2004** **D13**

8.067 On 30 August 2004 Westwood sent a report to van der Merwe titled "Self-Generating Oxygen Plants". Westwood reported on his attempts to obtain as much information as possible on the plants in question. In the 4<sup>th</sup> paragraph he has *"proposed that 2 hospitals, which are presently on a manifold system and were identified as being consumers for conversion to bulk supply, should be used as pilot sites"*. **D13/1**

8.068 He continued as follows: **D13/1-2**

*"With approval, these sites, one being Murchison Hospital and the other Vryheid Hospital, being similar size and consuming similar quantities of oxygen, could be given one to each of the suppliers and that they be requested to put forward a proposed agreement for the provision of the self-generating oxygen plant based on payment related to quantities of oxygen consumed. This proposal would not compromise patient safety as in any way we would retain the present manifold system as a back-up supply.*

*Authority is sought to approach each of these companies for proposals and if feasible and to the advantage of the Department, agreement could be entered into and only then over a period of time could we technically evaluate the success of this system and whether this could be implemented in other hospitals.*

*Until this evaluation is available it is also requested that authority be granted to proceed with the tender for bulk oxygen.*

*The matter is forwarded for your further decision".*

8.069 On 7 September 2004 van der Merwe sent a report to Professor Green-Thompson and informed him of Westwood's *"in depth investigation"* into the Self-Generating Oxygen Plants. He effectively repeated what was said in Westwood's report **D13/4-5**

**D13/1-2**

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discussed above.

- 8.070 Professor Green-Thompson approved the submission on 10 September 2004 and made the following handwritten entry on the report prepared by van der Merwe: *Approved & Proceed. Why not also consider Northdale as it is in Pmb & Close for regular evaluation by the Head Office*. This note/authority was repeated in a letter to van der Merwe from Professor Green-Thompson dated 13 September 2004, that was e-mailed to Westwood on 16 September 2004 by van der Merwe. D13/5 D13/6 D13/7
- 8.071 Westwood confirmed in his affidavit that he prepared and submitted the abovementioned report and that he had firstly sought authority to approach the 2 companies for proposals and secondly to proceed with the tender for bulk oxygen supply. E1/4
- 8.072 Westwood further stated in his affidavit that he interpreted the authority to mean that they (Infrastructure) could proceed with the pilot projects at Murchison and Vryheid hospitals, which he confirmed with van der Merwe. He was not certain whether authority was given to proceed with the bulk oxygen tender as well, however this tender was dealt with by Supply Chain Management (SCM) and Mr Colin Roslee, but the tender was not awarded according to his understanding. With regards to Northdale hospital, it was already on bulk oxygen supply and hence there was no need to commission a self-generating oxygen pilot project at Northdale hospital as suggested by Professor Green-Thompson. van der Merwe confirmed that he fully supported Westwood's report and corroborated the explanation of Westwood relating to the authority granted. Dr Sewlal also confirmed that he supported the proposal of Westwood and that he signed the document that was subsequently approved by Professor Green-Thompson. E1/5 E2/4 E3/3
- 8.073 Mr Roslee was contacted and requested to provide his knowledge of the tender for bulk oxygen for the period under investigation and referred to by Westwood. He did not recall the tender and whether it was advertised. He referred us to SCM. We contacted Ms Debbie Bosch within the Departments SCM Component, Registry office and requested her assistance in tracing the relevant documentation if

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applicable. She subsequently advised us that she had no record of the tender being advertised by the KZN Department of Health and hence confirmation that a tender for the supply of bulk oxygen was never awarded as stated by Westwood.

- 8.074 I obtained a copy of a letter from Afrox on a KZN Provincial Treasury letterhead dated 19 April 2004, addressed to the Regional Manager, Afrox Durban. In terms thereof Contract ZNT 104G: Supply of Gases: Liquid Medical Oxygen, was extended by the Central Procurement Committee on 1 April 2004, on a month to month basis for a period not exceeding six months or until a new contract is in place. It has been reported to me by Westwood that KZN Health was a participant in the said contract. I further determined from National Treasury that RT50 of 2005 for the supply and delivery of industrial compressed, industrial bulk and liquid petroleum gasses was advertised during 2004/2005 and awarded to Afrox and Air Liquid for the period 1 July 2005 to 30 June 2008. I was further informed by National Treasury that KZN Health was not a participant in RT50 of 2005. Based on the above KZN Health was a participant in ZNT 104G up until 1 July 2005, when RT50 of 2005 came into effect. D13/8
- Correspondence between Westwood and Dr Savoi 20 to 23 September 2004** D14
- 8.075 On 20 September 2004 Westwood sent a letter to Dr Savoi informing him that authority had been granted by the Head of Department to undertake a pilot project at Murchison hospital and he attached figures regarding oxygen usage for Dr Savoi's information. Westwood added the following that I wish to emphasise: *"you are kindly requested to undertake an evaluation and to submit proposals to this office on the basis of payment for oxygen consumed per kilogram"*. D14/1
- 8.076 Westwood confirmed sending the said letter and stated that this was not confirmation of an order with Intaka, for the provision of the plant for Murchison hospital, but a request for a proposal based on authority from Professor Green-Thompson to proceed with a pilot project. He further clarified the figures appearing on the attachment. He stated that a zero was missing with regards to the *"maximum monthly consumption"* and *"Average monthly consumption"*, it should read 3070 (kgs) and 2480 (kgs) respectively and not 307 and 248 as recorded in the table. I agree E1/5
- D14/2

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based on consumption figures to be referred to later in this report, that Westwood's explanation is correct.

- 8.077 On 21 September 2004 Dr Savoi replied to Westwood and included the following as it relates to "payment for oxygen consumed per kilogram": *"In order to proceed with the evaluation and submit our proposal to your office on the basis of payment for oxygen consumed per kilogram we plan to send our Industrial Director, Mr Fernando Praderi, together with 2 of our engineers tomorrow 22<sup>nd</sup> September to visit the site and proceed accordingly"*. D14/4
- 8.078 On 22 September 2004 Westwood replied to Savoi and referred to their telephonic discussion. Westwood confirmed that Intaka would visit Murchison hospital on 5 October 2004 (as opposed to 22 September as proposed by Dr Savoi). The letter was copied to the Engineering Services Manager, Mr T Walker (Walker). Dr Savoi acknowledged receipt thereof on 23 September 2004 and confirmed the meeting at Murchison hospital on 6<sup>th</sup> (not 5<sup>th</sup>) October 2004. A note on file prepared by Westwood reflected the following items for consideration i.r.o. the self-generating oxygen plant: D14/5-7
- 1) The unit must be self-contained in a container-type unit.
  - 2) The agreement must include for the supply of the cylinders for the manifold.
  - 3) The agreement must credit the Department for electricity consumed.
- 8.079 Westwood confirmed the above sequence of events in his affidavit and the note on file relates to issues he deemed to be essential, according to him. E1/6
- Letter from Dr Savoi to Westwood dated 6 October 2004 D14/10
- 8.080 On 6 October 2004 Dr Savoi sent a letter to Westwood and copied it to Walker. Dr Savoi referred to the meeting at Murchison hospital the previous day 5 October 2004 and that he would revert to them with Intaka's proposal. Dr Savoi also invited Westwood to visit Intaka Cape Town to see the Oxyntaka units and requested Westwood provide a date when he (Westwood) could undertake the visit.

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- 8.081 An electronic Diary located amongst the electronic records seized from Intaka by the SAPS contains amongst others diary entries for October (2004), electronically filed as "Agenda 11 Octubre- dici.xls", last modified on 15/10/2004. The diary contains the following entries: D14/11-12

**Dr Savoi**

Tuesday, 5 <sup>th</sup> October	10:00- Durban (visit to Port Shepstone + Murchison Hospital)
Wednesday, 13 <sup>th</sup> October	Mr Shabalala at Steenberg

**Fax from Praderi to Westwood and Walker dated 14 October 2004**

**D15**

- 8.082 On 14 October 2004 Praderi sent a fax to Westwood and Walker and attached an undated letter addressed to Westwood and copied to Walker. Praderi referred to their telephonic discussion and that they (Intaka) awaited confirmation of the date on which Westwood could visit Intaka. Praderi also reconfirmed the figures they discussed at Murchison hospital. He concluded that Westwood provided for a maximum monthly usage of 3070kg's of oxygen at Murchison hospital, whilst Intaka's evaluation determined the maximum monthly usage to be 7255kg's.

- 8.083 An electronic Diary located amongst the electronic records seized from Intaka by the SAPS contains amongst others a diary entry for October (2004), electronically filed as "Agenda 11 Octubre- dici.xls", last modified on 15/10/2004. The diary contains the following entry: D14/11

**Dr Savoi**

Sunday, 5 <sup>th</sup> October	Departure Mr Shabalala
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**Fax from Praderi to Walker dated 1 November 2004**

**D16**

- 8.084 On 1 November 2004 Mr Fernando Praderi (Praderi), Industrial Director Intaka sent a fax to Walker. He referred to a telephonic discussion with Westwood and that D16/1

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- maximum monthly consumption of 3070kg's should be considered as valid (and not 7255kg's referred to in Praderi's previous letter). He concluded by requesting the monthly and daily consumption of electricity with the maximum demand at Murchison hospital, both in rands and KW. Walker replied the following day 2 November 2004. He advised that he was not able to provide the requested daily information and that the monthly consumption could be obtained from the electrical account received by Praderi during his visit to Murchison hospital. This was copied to Westwood. Walker sent a further reply to Praderi the following day 3 November 2004 (and referred to a telephonic discussion in the interim) and provided him with copies of the electrical accounts as requested, and copied it to Westwood.
- Letters from Westwood to the Hospital Manager Murchison Hospital dated 24 November 2004 and from Praderi to Westwood dated 25 November 2004**
- 8.085 On 24 November 2004 Westwood sent a letter to the Hospital Manager Murchison Hospital (Mr V Reddy) and informed him that Murchison hospital had been identified as a pilot site for investigation into the provision of a self-generating oxygen plant to replace the existing system of cylinder supply. Westwood requested information from the hospital *"in order that this office makes the correct decision in this matter"* pertaining to actual consumption figures as detailed in the letter that is self-explanatory. The information was required by not later than 2 December 2004.
- 8.086 On 25 November 2004 Praderi sent a letter to Westwood thanking him for his (Westwood's) visit to Intaka in Cape Town. He concluded that he would be sending Intaka's business proposal in respect of the installation of the Oxyntaka 020 at Murchison hospital.
- E-mails in respect of hotel reservations for Shabalala and Professor Green Thompson dated 2 December 2004**
- 8.087 Various e-mails dated 2 December 2004 referred to a reservation for Shabalala and Professor Green-Thompson on 5 December 2004 at the Saxon Hotel, Johannesburg for the account of Dr Savoi. I do not know the reason for this reservation or whether it
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related to Murchison hospital. At this stage the anticipated pilot project at Murchison hospital was being dealt with by Westwood and Walker representing the Department and Praderi representing Intaka as discussed above. I obtained a copy of Professor Green-Thompson's diary from Samantha Cheatle the office manager at the time. It contains the following entries for Sunday 5 December 2004: "SA 578 Dbn 1840- Jhb 1950, 1800 Saxton Htl Jhb, Sheraton Htl-Pta Car Rental". I have not confirmed whether either Professor Green-Thompson or Shabalala stayed at the Saxon hotel on 5 December 2005.

D18/3

- 088 An electronic Diary located amongst the electronic records seized from Intaka by the SAPS contains amongst others a diary entry for December (2004), electronically filed as "Agenda 28 Noviembre- dici.xls", last modified on 6/12/2004. The diary contains the following entry:

D18/4

**Dr Savoi**

Sunday, 5 <sup>th</sup> December	Mr Sipho Shabalala, Prof. Green-Thompson
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**E-mails between Dr Savoi and Westwood, and Westwood and Afrox during the period 9 December 2004 to 22 December 2004**

D19

- 089 On 9 December 2004 at 01:16pm Dr Savoi sent an e-mail to [foulkess@dohho.kzntl.gov.za](mailto:foulkess@dohho.kzntl.gov.za) (Samantha Foulkes/ Cheatle) and copied it to Shabalala and Praderi. It reads as follows:

D19/1

*"Dear Professor Ronald,*

*It was a pity that we did not succeed in meeting in Johannesburg to discuss about the 2 new Oxyntaka units for additional 2 hospitals at the Kingdom. I share completely the logistic idea of placing one at a hospital in the North and the other one at a hospital in the middle East of the Kingdom.*

*Considering that we already have 6 units apart from the one that is going to Murchison hospital I would need some details of these 2 additional hospitals, as well as who we must contact in order to make a visit to the sites with our engineering*

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*department and technicians to evaluate the model that will attend to these 2 hospitals.*

*Your immediate reply on this issue will be highly appreciated".*

8.090 On the same day 9 December 2004 at 01:28pm Dr Savoi sent another e-mail to Westwood and copied it to Praderi. He has included the following in caps and bold font "PLEASE DISREGARD THE PREVIOUS EMAIL AND CONSIDER THIS ONE" D19/2

8.091 I wish to repeat the content of the e-mail as it refers to amongst others a "minimum consumption".

*"Dear Eng. Westwood,*

*Further to our meetings at Murchison hospital- KZN and Intaka head offices- WP and as agreed upon, we hereby submit as per your request our proposal for your consideration:*

- *Intaka will supply and install an Oxyntaka ® model 020 self-oxygen production unit to meet your bulk oxygen supply needs on the following terms and conditions:*
  - A) *Price: R10.30/kg + VAT.*
  - B) *Credit terms: 30 days monthly in arrears.*
  - C) *Minimum period of contract: 5 years.*
  - D) *Price to be escalated annually by the C.P.I. index prevailing with a minimum of 6% per annum.*
  - E) *Minimum consumption of 30 000kg per annum.*

*Intaka will be responsible for the full maintenance excluding vandalism and gross negligence by hospital staff.*

*Against your acceptance of the above conditions a contract will be prepared to be signed between parties. This contract will protect both supplier and consumer"*

8.092 On 22 December 2004 Dr Savoi sent a further e-mail to Westwood that is self-explanatory; Intaka was requesting an order for an Oxyntaka ® model 020 for Murchison hospital and details of other hospitals in order to visit and evaluate to determine the correct model for each site. D19/3

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8.093 Westwood replied to Dr Savoi the following day 23 December 2004: *"kindly be advised that as discussed at your premises in Cape Town the technical function of your Oxyntaka unit is most satisfactory and we have full confidence that the unit will function and meet the hospital needs, Please appreciate the fact that it is not only the technical aspect that must be evaluated but also the financial implications. A full evaluation will probably be completed within the next few weeks and I will keep you informed of the progress in this regard"*. Westwood confirmed this in his affidavit and that the evaluation both technical and financial had not been concluded. D19/3  
E1/9

8.094 Westwood had in the interim on 22 December 2004 received an e-mail from Ros Mabelis of Afrox, who provided details of the previous year costs of 10.2kg cylinders and quoted bulk oxygen for amongst others Murchison hospital, that is summarised hereunder: D19/4-5

10.2kg Medical Oxygen usage Dec 2003 to Nov 2004			
Volume (kgs)	Value ( R )	Cylinder hire ( R )	Total ( R )
31,650	447,018	40,495	487,513

Quoted Bulk Supply			
Volume (kgs)	Value ( R )	Tank hire ( R )	Total ( R )
31,650	79,125	38,400	117,125

8.095 The writer recommended that the concentrator have an independent back up supply of oxygen, as whilst the concentrator may have its own cylinders these would be depleted and impossible to refill, in period of lengthy plant downtime. I concur with the above as it guaranteed patient safety being a priority. D19/4

*M*



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**Preliminary Report: Self-Generating Oxygen Plants from Westwood to  
Professor Green-Thompson, Dr C Sewlal and Mr G van der Merwe dated 18  
January 2005 and replies thereto**

**D20**

- 8.096 On 18 January 2005 Westwood sent a "Preliminary Report: Self Generating Oxygen Plants" to Professor Green-Thompson, Dr C Sewlal and Mr G van der Merwe. Westwood provided the background into the matter: In September 2004 the HOD granted approval to approach Oxyntaka and Oxyplus for proposals for Murchison and Vryheid hospitals; both these hospitals had been identified as being candidates for conversion to bulk supply.
- 8.097 He further referred to the site evaluation on 5 October 2004 by Intaka at Murchison hospital and the agreement that Oxyntaka (Intaka) would prepare a preliminary costing exercise and commission a self-generating plant at their premises (Intaka premises) for technical evaluation and approval.
- 8.098 Westwood further referred to his visit to Intaka and that it was found that the unit met all the technical requirements with regard to purity and pressure and in principle the unit could be installed in any facility. The only consideration now according to Westwood was the cost implication. Westwood referred to the Oxyntaka proposal dated 9 December 2004. He provided a comparative cost analysis for Murchison hospital for 3 alternate sources of supply: Afrox Cylinder costs; Oxyntaka PSA (Pressure Swing Absorber); and Bulk conversion costs (Afrox). For convenience sake I will include the table below relevant to Intaka and Murchison hospital and will comment where relevant:

Hospital	Annual usage kg's	Cylinder Cost (R)		Oxyntaka PSA (R)	Bulk Conversion Cost (R)		
		Consumption	Rental		Consumption	Rental	Back-up Cylinders
Murchison	31,650	509,601	46,164	371,634	90,203	43,776	627
Total		R555,765		R371,634	R134,606		

(I am not required to investigate the contract awarded to Insmid for Vryheid hospital.)

References in the margin refer to  
appendix numbers

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and I will not discuss same, however it is included in Westwood's report).

8.099 Westwood added that the minimum period of contract is 5 years. Based on the above costs provided by Westwood it is evident that the "Bulk Conversion Cost" was the most cost effective and amounted to R134,606 per annum based on an annual usage of 31,650 kg's, as opposed to Intaka's proposal for the Oxyntaka plant amounting to R371,634. I will later in this report also refer to additional costs for the backup supply of oxygen not provided by the Oxyntaka plant.

100 Westwood reported as follows as regards the cost analysis:

*"Pricing for the bulk supply has been based on existing sites.*

*As can be seen from the above analysis, it is not at all feasible cost-wise to install the PSA plants at these institutions "(in this case the Oxyntaka plant at Murchison hospital). "It must be borne in mind that the Department had no idea what the financial implications of the PSA plant would be as there is not a single plant installed in South Africa, it was always assumed, based on the literature given by both companies, that irrespective of the size of the Hospital, the units would be cost-effective and either be on a par with bulk oxygen costs or cheaper.*

*In the absence of a medical gas contract at the present moment, it is impossible to identify who the successful contractor would be so we have taken the liberty of approaching Afrox in order to obtain the cut-off point for minimum quantities of oxygen consumption when considering conversion to bulk supply. Messrs. Afrox indicate that anything above 2,000kg's per month can be accepted and converted to bulk.*

*With your approval this costing will be conveyed to both suppliers in order that they may evaluate the proposition for the provision of PSA plants at hospitals using less than 2,000 kgs per month. At this moment, based on the last 12 months, there are 20 hospitals that fall into this category.*

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*It may be pertinent to await the outcome of the Medical Gas Contract which will be advertised on the 20<sup>th</sup> of January and close on the 23<sup>rd</sup> of February (2005) in order that we may communicate with the successful tenderer to confirm minimum quantities of consumption when considering conversion to bulk supply.*

*This matter is submitted for your direction".*

- 8.101 The above explanation of Westwood is clear and unambiguous and it is evident that the Oxyntaka plant proposed by Intaka for Murchison hospital was certainly not cost effective (the same applied to Insmmed's proposed Oxyplus plant for Vryheid hospital) and it was not supported by Westwood. Westwood confirmed the contents of the abovementioned report in his affidavit. E1/9
- 8.102 The following day 19 January 2005 Professor Green-Thompson replied and requested additional information by 24 January 2004 (this should read 2005) as detailed hereunder : D20/3
1. "Oxygen usage by each hospital over a 12-month period.
  2. The expenditure for a year and disaggregated to monthly expenditure.
  3. Comparison between Oxygen expenditure being provided by the two methods".
- 8.103 In my view point 3 above does not make sense as Westwood has provided a comparison for 3 methods: cylinders; oxyntaka; and bulk oxygen, however Professor Green-Thompson has ignored the bulk oxygen method. Westwood requested an extension of the deadline for a further 2 weeks in his letter to van der Merwe dated 24 January 2005, as extensive information had to be gathered. This request for the deadline to be extended to 7 February 2005 was sent to Professor Green-Thompson on the same day by van der Merwe. D20/1-2  
D20/4  
D20/5-7

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**E-mail from Dr Savoi to Westwood dated 20 January 2005 and reply dated 24 January 2005** **D21**

- 8.104 During the above correspondence period between Westwood and Professor Green-Thompson, on 20 January 2005 at 09:29am Dr Savoi sent an e-mail to Westwood and copied it to van der Merwe, Dr Sewlal, Shabalala and Rustum Mohamed titled "Murchison Hospital". Dr Savoi referred to his telephonic discussion with Westwood and Westwood's e-mail dated 23 December 2004. He requested Westwood advice **D21/1**  
Intaka whether he (Westwood) had completed the analysis of the Intaka proposal **D19/2**  
sent on 9 December 2004, in order to go forward. He added *"As you know the Oxyntaka model to attend to Murchison hospital needs is ready to be installed"*. At **D19/1**  
this point in time the Department had not yet issued an official order to Intaka and **D19/1**  
had also not accepted Intaka's proposal dated 9 December 2004. Westwood **E1/10**  
confirmed this in his affidavit.
- 8.105 On 24 January 2005 Westwood replied to Dr Savoi (the letter was signed by Dr **D21/2**  
Sewlal) and referred to his (Dr Savoi's) e-mail of 20 January 2005. I believe it is **D21/3**  
necessary to repeat the contents of Westwood's letter to Dr Savoi as it serves as an  
accurate assessment of the Intaka proposal in terms of Westwood's knowledge. The  
letter was faxed the following day 25 January 2005.

*"A preliminary report has been submitted to the Head of Department for his further directive and he has responded by requesting additional information on consumption etc, at all sites in the province.*

*A stated previously, the proposal submitted has been evaluated and although the Department is more satisfied with the technical performance of the unit, unfortunately when evaluating the financial aspect, it was found that a bulk oxygen storage tank would be far more favourable financially.*

*It would appear at this stage that the Department would have to make a decision on where bulk oxygen storage vessels could be installed. It would then necessitate identifying the balance of hospitals where the consumption figures are less than the*



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*cut-off point suitable for bulk storage vessels and to evaluate proposals for the installation of self-generating oxygen plants at these sites.*

*The above is submitted for your information". The contents reflect that the decision was with the Head of Department (Professor Green-Thompson) and that the letter was for Dr Savoi's information only.*

8.106 A fax cover sheet and a copy of the aforementioned letter were located in the documents retained by Cheatle. The fax on a KwaZulu-Natal Provincial Treasury letter dated 25 January 2005 consists of 2 pages and is marked for the attention of "Sam" (Cheatle). It further reflects it was from Shabalala and who requested the attached be forwarded to "Prof" (Professor Green-Thompson). The fax imprint at the top of the page reflects it was faxed on "(Tues) Jan 25 2005 10:34". The Department was in the process of addressing the matter at hand, however Dr Savoi was involving Shabalala in the matter that was a Departmental one and there was no reason for the involvement or intervention of Provincial Treasury and/or Shabalala. D21/4-5

**Further report from van der Merwe to Professor Green-Thompson, Professor Green-Thompson's response and van der Merwe's reply thereto dated 25 January 2005** D22

107 On 25 January 2005 van der Merwe sent a further report to Professor Green-Thompson and referred to his previous report dated 18 January 2005. He stated the following: D22/1  
D20/1-2

*"Authority was granted to investigate the feasibility of utilising Oxygen Generating Plants as opposed to readymade Oxygen.*

*In September 2004 approval was granted by you to approach Oxyntaka and Oxyplus for proposals to use Murchison and Vryheid hospitals as pilot sites that had already been identified as being candidates for conversion to bulk supply.*

*Attached as per annexure A is the comparison of the two Companies to the prices* D22/2

References in the margin refer to  
 appendix numbers

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*offered for readymade oxygen. It is clear that bulk readymade oxygen is a third of the price of proposals made for Site Generated oxygen and accordingly it would not be economically feasible to go that route when we can acquire cheaper product from either Afrox or Air Liquid.*

*During our investigation we found that not a single private hospital has gone this route for the very same reason.*

*We are investigating whether or not it would more advantageous to consider this service at smaller hospitals where the supply of bulk oxygen is not feasible as clearly the self generated oxygen price compares more favourably to readymade oxygen that is supplied in cylinders. This investigation will be completed in two weeks time.*

*The matter is submitted for any further directive that you may wish to make in this regard".*

- 8.108 The letter was signed by van der Merwe and noted and supported by Dr Sewlal. The bottom of the letter contains a handwritten note that appears to be similar to the handwriting of Professor Green-Thompson that has been cut-off and is incomplete; it reads as follows: "Institute a pilot site that can undert...this matter has been going on for far too long.". I will again refer to this handwritten note in annexure D22/3 below. A copy of the letter was located in the Departments Legal Services file; the words "to go that route when we can acquire the cheaper product from either Afrox or Air Liquid" have been underlined and 2 asterixes have been written alongside the sentence. Similarly attached is annexure A to the said document the words "single plant installed in South Africa" and "with bulk oxygen costs or cheaper" have been underlined. The word "Really?" and an asterix have also been written alongside the said underlined sentences. D22/1  
D22/5  
D22/6
- 8.109 Mrs AN Zondi (Mrs Zondi) the Head Legal Services at the time was interviewed and an affidavit was provided by her. She confirmed that she wrote the word "really?" on the abovementioned letter dated 25 January 2005 as it is her handwriting. She added that she did not recall the details of the document, but accepted that her E4  
D22/5

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comment was based on her understanding of the contents of the document at the time. She added further that it was apparent that there was no financial cost benefit to the Department as detailed on annexure A.

D22/6

8.110 Like Westwood's report of 18 January 2005, the above explanation dated 25 January 2005 is clear and unambiguous and it is evident that the Oxyntaka plant proposed by Intaka for Murchison hospital was not cost effective (the same applied to Insmad's proposed Oxyplus plant for Vryheid hospital) and that bulk oxygen was the most cost effective being a third of the price of the Oxyntaka oxygen. van der Merwe confirmed submitting the report in question dated 25 January 2005 and that he requested further directives from Professor Green-Thompson. He also confirmed including Annexure A, being the comparative costs of the three (3) x options previously referred to by Westwood in his report dated 18 January 2005. van der Merwe alleged further that he spoke to Dr Sewlal about the matter and Dr Sewlal was also concerned about the facts raised in his letter which he noted and supported. Dr Sewlal confirmed this to be the case in his affidavit.

E2/6A

E3/6

8.111 Westwood in his affidavit confirmed that he was aware of the above report and he further confirmed the contents thereof including annexure A attached thereto, to be consistent with his findings and evaluation of the self-generating oxygen plants at the time.

E1/11

8.112 Despite the above findings, on the same day (25 January 2005) Professor Green-Thompson's office sent a Memorandum to Dr Sewlal marked "urgent" and referred to his evenly dated Memorandum. The content reads as follows: *"Institute a pilot site that can undertake this, this matter has been going for too long now i.e. since September 2004. Please institute pilot site with immediate effect"*. There was no urgency for such a pilot project to be instituted and the decision conflicts with Professor Green-Thompsons alleged cost saving initiatives. Westwood confirmed in his affidavit that there was no urgency for such a pilot project to be instituted according to his understanding and Professor Green-Thompson had also not referred to the bulk oxygen supply option.

D22/3

D22/1-2

E1/11

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- 8.113 On the same day (25 January 2005) van der Merwe sent a further letter to Professor Green-Thompson and referred to Professor Green-Thompson's "request" to institute a pilot site. The content reads as follows: **D22/4**
- "In view of the fact that two companies submitted proposals i.e. Oxyntaka and Oxyplus in respect of Murchison Hospital and Vryheid Hospital it would be advisable to allocate two pilot sites (one to each company) and this will result in an immediate saving as they have as yet not converted to bulk oxygen.*
- Your authority is accordingly sought to allocate:*
- Murchison Hospital to Oxyntaka*
- and*
- Vryheid Hospital to Oxyplus*
- as pilot projects to test the effect of the Oxygen generating system".*
- 8.114 A stamp at the bottom of the page reflects Professor Green-Thompson approved it on the same day 25 January 2005. The above correspondence of 25 January 2005 would indicate an urgency to approve the pilot projects that was not supported by the various reports discussed thus far prepared by and/or approved by Westwood, van der Merwe and Dr Sewlal. van der Merwe stated in his affidavit that Professor Green-Thompson's instruction was contrary to Westwood's report dated 18 January 2005 and his (van der Merwe's) submission dated 25 January 2005 wherein they both indicated and reported that the Oxyntaka Plant was not cost effective. Dr Sewlal stated likewise in his affidavit. van der Merwe added that his letter to Professor Green-Thompson dated 25 January 2005 was merely confirmation of the instruction received from Professor Green-Thompson. **E2/6**
- E3/6**
- D22/4**
- D22/3**
- Letter from Westwood to Dr Savoi dated 26 January 2005** **D23**
- 8.115 The following day, on 26 January 2005 Westwood sent a letter to Dr Savoi copied to Professor Green-Thompson, Dr Sewlal and van der Merwe, titled "*Murchison hospital: pilot site for self-generating oxygen plant*". The content reads as follows: **D23/1-2**
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*"It is with pleasure that I wish to advise that the Head of Department, Prof. R.W. Green-Thompson, has approved your proposal.*

*Kindly arrange for the preparation of a contract document, which must please include the following aspects:*

- *Oxygen quality- minimum of 95% purity and pressure must not drop below 4 bar.*
- *To provide a containerised self-generating oxygen plant on site.*
- *To take responsibility for the supply and contents of the back up manifold- 42 x 10.2 kg cylinders. The pressure reducing equipment and change-over shuttle on the manifold is to remain the responsibility of the Department of Health.*
- *The contract must include pricing; payment terms, which must not be dependent on the foreign exchange rate; period of contract; escalation details; minimum annual consumption.*
- *Full maintenance, including after hours. Excluding vandalism or negligence outside influence.*
- *Termination of contract.*

*Kindly forward this contract document to this office at your earliest convenience in order that we may refer it to our legal section".*

- |       |   |                             |
|-------|---|-----------------------------|
| .116  | Dr Savoi acknowledged receipt thereof on the same day 26 January 2006 at 07:26pm as per his e-mail to Westwood, copied to Professor Green-Thompson, van der Merwe, Dr Sewlal and Shabalala.   | D23/3                       |
| 8.117 | I wish to point out that the Intaka proposal was approved by Professor Green-Thompson approximately 1 week after Westwood (on 18 January 2005) advised Professor Green-Thompson that the Oxyntaka plant proposed by Intaka for Murchison hospital was not cost effective and that bulk oxygen supply was the most cost effective, and on the same day as van der Merwe's further report dated 25 January 2005 informing Professor Green-Thompson that bulk oxygen was a third of the price of the Oxyntaka oxygen. I further wish to refer back to Professor Green- | D22/4<br>D20/1-2<br>D22/1-2 |

*M*

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Thompson's affidavit where he alleged the following: *"I had a great challenge to save cost and to ensure the improvement of service delivery in the Province at the same time. I involved the senior Management in the Department to assist me in the analysis of our greatest expenditure and we had to come up with cost saving initiatives"; and "I have identified the cost of oxygen as one of the big expenditure items to the Department".* Professor Green-Thompson was appointed as the HOD in 1995, however it appears based on his explanation that it took him till 2004 (9 years) to realise that oxygen was one of the big expenditure items.

B3/1-2

118 Professor Green-Thompson further alleged the following in his affidavit:  
*"The Infrastructure Component was responsible for the facilitation and co-ordination of the activities surrounding the implementation of two (2) x pilot projects as these were the two (2) identified companies that could provide such a service. I approved the implementation of the following two pilot projects:*

B3/4

1. *Intaka supplied an Oxyntaka unit at Murchison Hospital; and*
2. *Insmed (Pty) Ltd supplied a similar self-generating oxygen plant to Vryheid Hospital".*

8.119 Professor Green-Thompson has omitted to provide any form of an explanation as to why he approved the Oxyntaka proposal, when oxygen expenditure was part of the cost saving initiatives implemented by him as Head of Department, and Westwood and van der Merwe had advised him that Oxyntaka was not cost effective; that bulk oxygen conversion was however. I wish to also refer to the fact that the matter was being addressed by the Department, however Dr Savoi involved Shabalala on 24 and 25 January 2005, in what was essentially a Departmental decision, and Professor Green-Thompson approved the Oxyntaka proposal also on 25 January 2005.

D21/4-5

**Comparative oxygen consumption costs for Murchison hospital**

D24

8.120 A document titled *"Comparative oxygen consumption costs for Murchison hospital between the National Tender prices and Oxyntaka"* was located in the electronic records seized by the SAPS from Intaka. The said document lists the actual monthly

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consumption and expenditure for Murchison hospital for the period January 2004 to January 2005. It further does a comparative analysis between these current Afrox costs and the Oxyntaka providing 3,000kg's of oxygen per month @ R10.83 per month. The figures differ marginally to those provided by Westwood in his Preliminary Report to Professor Green-Thompson dated 18 January 2005. The Intaka comparative analysis however, does not make provision for the costs of bulk oxygen supply and a comparative analysis, nor for the supply of back up cylinders that has to be taken into account when the preferred source is the Oxyntaka plant.

D20/1

**E-mail from Dr Savoi to Shabalala dated 23 February 2005**

D25/1

- 8.121 On 23 February 2005 at 12:07pm Dr Savoi sent an e-mail to Shabalala titled "Murchison Hospital" and attached a word document "*Murchison Intaka doc*". The e-mail reads as follows: "*Dear amigo, As promised I'm enclosing draft of the contract for an Oxyntaka model 020 for Murchison hospital. Please let me know your comments, in order, against your approval, to send it to the Superintendent General of Health, Dr Green-Thompson*". There was no reason for Shabalala to receive or approve the draft contract; Westwood had on 26 January 2005 requested Dr Savoi send the contract document to his office (Westwood's office at the Department of Health) so that it may be referred to the Departments legal section.

D23

**E-mail from Shabalala to Dr Savoi dated 25 February 2005**

D25/2-3

- 8.122 On 25 February 2005 at 09:36pm Shabalala sent an e-mail to Dr Savoi. The e-mail does not refer to Murchison hospital or the contract document sent to Shabalala by Dr Savoi 2 days earlier, but it reflects on the involvement of Shabalala in furthering Intaka's interests and reads follows: "*Please let me know what help can I give to facilitate further discussions on the water project. I am making some discussions at Health regarding additional oxyntakas in KZN*".

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**E-mail from Dr Savoi to Westwood dated 3 March 2005**

**D26/1**

8.123 On 3 March 2005 at 08:18am Dr Savoi sent an e-mail to Westwood with regards to the Murchison hospital self-generating oxygen plant. The said e-mail appears to be a response to an earlier e-mail from Westwood to Dr Savoi on "3/2/05" (this is probably 2 March 2005) at 09:05 wherein Westwood stated the following: *"thank you for the draft document, however before I submit to our legal section I have a few comments, which I have discussed with Mr. Praderi. Item 8.3.3 should read 'supply of cylinders and content to the back-up oxygen manifold with a capacity of 42 x 10.2 kilograms. We must have a clause guaranteeing continued oxygen supply should the plant fail for an extended period beyond the capacity of the back-up manifold. Schedule "B" has not been completed"*.

8.124 Dr Savoi replied as follows:

*"Thank you for your prompt response to the first draft of the contract. Before responding to point 8.3.3, allow me to address the question of back-up. As you know our company has a wealth of experience in the manufacture, installation and operation of self-generating oxygen plants for hospitals and clinics in many countries. To date we have experienced no major equipment failure resulting in loss of oxygen supply to any of our customers. In South America, we have replaced the need for cylinder based back-up by supplying a stand by compressor with Oxyntaka ®. In the event of a failure of the primary compressor, the secondary kicks in ensuring uninterrupted supply of oxygen. We are immediately notified of such a failure and guarantee repair within 36 hours. Should you, however, choose a cylinder based back-up system as opposed to the stand by compressor, we would advise to have a back-up supply of 72 hours. Based on your current consumption levels we estimate you require in the region of 30 cylinders. In the unlikely event of a total breakdown of the Oxyntaka ®, which cannot be repaired within 72 hours, Intaka will undertake to guarantee uninterrupted supply of oxygen to the hospital. This guarantee, however, excludes vandalism, negligence or outside influence, including an act of God. After receiving your comments, we will revert to you with an updated draft of the*

References in the margin refer to  
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*contract for your consideration".*

**E-mail from Westwood to Dr Savoi dated 7 March 2005**

**D26/2**

- 8.125 On 7 March 2005 at 10:32am Westwood replied to Dr Savoi's e-mail of 3 March 2005 where he re-iterated the need for back-up to be the provided for in the contract:  
*"Please let me state that I have every confidence in the technical performance of both the equipment and your firm. The only point, which from you e-mail you agree, is that we must include a clause for guaranteed back-up and continued oxygen supply to the hospital under any circumstances.  
The means of back-up supply is left entirely up to you.  
Please include a clause to cover this aspect and also complete "Schedule B" so that I may present to our legal section".*

**Report from Westwood to Dr Sewlal dated 7 March 2005**

**D27**

- 8.126 On 7 March 2005 Westwood sent a report to Dr Sewlal titled "Self-Generating Oxygen Plants- sequence of events". I confirm the sequence of events is consistent with that discussed thus far in this report; I have however also referred to additional documents that I deemed relevant, as discussed in this report.

**E-mail from Dr Savoi to Westwood dated 8 March 2005 and Westwood's reply dated 14 March 2005**

**D28**

- 8.127 On 8 March 2005 at 07:45pm Dr Savoi replied to Westwood's e-mail of 7 March 2005, copied to Samantha Foulkes (Manager of Professor Green-Thompsons office) and Shabalala. Dr Savoi informed Westwood that he was enclosing the contract with the agreed modifications for signature and once signed Westwood was to advise Dr Savoi so that Intaka could also sign the contract. Westwood replied thereto on 14 March 2005 at 09:54am and copied it to Samantha Foulkes, van der Merwe and Dr Sewlal. Westwood informed Dr Savoi as follows: *"Thank you for the second draft document, however before I can submit to the legal section there are three items which require changes.*

**D28**

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*Clause 9.1 The Lessor will have to ensure the equipment as it is their property (should read "insure" and not "ensure" in terms of my understanding).*

*Clause 11.6.2 The backup cylinders must be supplied by the Lessor as stated in my previous e-mail.*

*Schedule "A" Guaranteed usage the word "six" has been omitted.*

*Please alter document and return so that I may forward to our legal section for approval prior to signing".*

**E-mails from Dr Savoi to Westwood dated 14 March 2005**

**D29**

- 8.128 On 14 March 2004 at 01:46pm Dr Savoi replied to Westwood's earlier e-mail of the same day and copied it to Professor Green-Thompson and Shabalala. He advised Westwood as follows: *"I'm attaching the contract, that we hope it's the final one, for your approval. We look forward to receiving the same duly signed and proceed accordingly with the installation of the Oxyntaka model"*. On the same day at 04:16pm Dr Savoi sent another e-mail to Westwood and referred to an enclosed revised version of the contract. Cheatile provided copies of 2 (two) unsigned contracts retained in her records, that appear to be those referred to by Dr Savoi, as they contained information that Westwood requested changes to. I do not deem it necessary attaching same as the signed contract (to be discussed below) contained changes.

**D29/1**

**D29/2**

**Letter from van der Merwe to Mrs AN Zondi dated 15 March 2005 and replies thereto**

**D30**

- 8.129 On 15 March 2005 van der Merwe sent a letter to Mrs Zondi (Senior Manager, Legal Services KZN Department of Health) titled "Murchison Hospital: self-generating oxygen plant", signed by Westwood that reads as follows: *"attached kindly find a copy of a contract document submitted by Intaka Investments (Pty) Limited with regard to the above matter for your legal opinion.*  
*As this matter is under the direct scrutiny of Prof. Green-Thompson, your urgent attention to this matter would be appreciated"*.

**D30/1**

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- 8.130 The letter was signed and received on the same day, 15 March 2005.
- 8.131 A reply thereto dated 16 March 2005 was located in the file retained by the Legal Services Unit. A number of issues have been raised that include the following: D30/2-3
- "It would assist if we received written accreditation for quality of this gas as well as its suitability for human consumption in South Africa;  
 We are making reference herein to bodies such as CSIR, SABS and such others. We need assurance of minimal short term and long term effect of this gas for humans;  
 Is there any motivation for the charge to this plant gas, be it safety, reduced costs, improved quality and efficiency; it would assist to obtain comparisons".*
- 8.132 The writer concluded by requesting clarity as soon as possible to enable Legal Services to process the agreement. It was copied to Dr SM Zungu for information and comments. The following handwritten note has been recorded at the footer of page 1 of the letter: *"On 22/3/2005: Prof says he is informed that Somerset West hospital already using the gas with no problem. Agreement to go forward".* D30/3  
D30/2
- 8.133 A further letter dated 22 March 2005 was located in the file retained by the Legal Services Unit. The writer has referred to van der Merwe's letter dated 15 March 2005 and their reply dated 16 March 2005. The writer then repeated the handwritten endorsement referred to above: *"We have been advised by Professor Green-Thompson that this Oxygen is already being utilised at the Somerset West Hospital without a problem, although one of the reports says it is not utilised anywhere in South Africa".* D30/4-5
- 8.134 The writer has also added amongst others the following: *"There is also a lot of pressure for our Unit to release this agreement for signature. In the circumstances, we agree that the agreement may be signed by the duly authorised persons".* The writer despite this also requested a certificate from the relevant body/ authority (referred to in their letter dated 16 March 2005) and for their records (Legal Services records) *"reasons that drive the Department to seek sourcing gas like this when it appears cheaper to obtain gas from Afrox/Air Liquid".* The writer concluded that

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should the "other side" (Intaka) "be agreeable to the few suggested adjustments, please let us have the final agreement for signature".

8.135 The words "Att: Alicia, Dr Savoi" has been written on page 1 of the letter. I am aware that Alicia Marcos was employed by Dr Savoi at Intaka. This would indicate the letter was sent to Dr Savoi and/or Alicia for their comments on the suggested adjustments to the agreement.

8.136 van der Merwe was interviewed and his affidavit obtained prior to receipt of the abovementioned documents from Legal Services. He was subsequently provided with copies of these documents. He stated that he could not recall seeing either of these 2 letters written by Mrs Zondi, although certain paragraphs are very specific. He added that as far as he could recall Mrs Zondi got the final agreement signed by Professor Green-Thompson. I wish to point out that the 2<sup>nd</sup> letter of Mrs Zondi is dated 22 March 2005. The final agreement with Intaka was signed by Professor Green-Thompson 2 days later on 24 March 2005.

D30/2-5

D31/19

8.137 Mrs Zondi in her affidavit confirmed compiling the said letters dated 16 March 2005 and 22 March 2005 respectively. In respect of the letter dated 16 March 2005 she confirmed that she was concerned with the quality of the gas to be provided by Intaka and whether it was accredited by a recognised body; secondly she required motivation for changing to this plant from Afrox gas and other local gases, based on factors such as safety, reduced costs, improved quality and efficiency, and that it would also assist by obtaining comparisons. She added that she believed this was a logical request in order to justify the need to change the supplier.

E4

8.138 She confirmed that she also copied the letter to Dr SM Zungu, for her information and comments, as she was the Head of Hospital Services at the time. It appeared that the services/goods were being provided without Dr Zungu's input and this is why she copied her on the letter. She did not recall whether she discussed the matter with Dr Zungu or whether Dr Zungu replied thereto.

8.139 She further confirmed that she made the handwritten note at the bottom of page 1 of

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my letter dated 16 March 2005: *"On 22/3/2005: Prof says he is informed that Somerset West hospital already using the gas with no problem. Agreement to go forward"*. She stated that she made this note as a result of her discussion with Professor Green-Thompson on the same day 22 March 2005 and this was his direct report and instruction to her. In the ordinary course of events she would take her file and go to Professor Green-Thompsons office if called by him, as she was seated on the same floor as Professor Green-Thompson, to discuss any documents or issues that required clarity. She explained that she was not operational and was effectively office bound. It was the duty of Legal Services to ensure processes were followed and she made the aforementioned note deliberately to serve as a record for my her own protection.

- 8.140 Following the said discussion with Professor Green-Thompson Mrs Zondi stated that she prepared a further letter and addressed it to Mr van der Merwe on the same day 22 March 2005. She confirmed the contents of the said letter and that she repeated the verbal report and instruction given to her by Professor Green-Thompson and recorded as discussed above. She confirmed further that she included the fact that there was pressure on Legal Services to release the agreement for signature. She confirmed this pressure was coming from Professor Green-Thompson and that this was unusual and out of the ordinary. Because of this, Legal Services agreed that the agreement may be signed by the duly authorised persons. Professor Green-Thompson was the accounting officer of the Department, who was ultimately responsible and it was his decision according to Mrs Zondi.
- 8.141 She concluded that she still however, required a certificate issued by a recognised body for the oxygen, and for Legal Services' own records, reasons that drove the Department to seek sourcing gas (oxygen from Intaka) when it was cheaper to obtain gas from Afrox and/or Air Liquid. She did not know or recall what transpired thereafter and does not recall being involved in the subsequent finalising of the Agreement and the signing thereof. She also does not recall whether Dr Zungu discussed the matter with Professor Green-Thompson.
- 8.142 Dr Zungu has to date not been interviewed in order to determine whether she

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received a copy of the letter dated 16 March 2005 prepared by Mrs Zondi and what actions if applicable were taken by her as a result of the said letter. D30/2-3

**Agreement entered into between Intaka and the Department of Health** D31

8.143 An Agreement was subsequently entered into between Intaka represented by Dr Savoi and the KZN Department of Health represented by Professor Green-Thompson in respect of the lease and maintenance of one Oxyntaka ® Model 20 unit at Murchison hospital. The Agreement was signed by Professor Green-Thompson on 24 March 2005 and by Dr Savoi on 18 April 2005. D31/2  
D31/19

8.144 I determined the following upon examination of the signed Agreement:

- 1) On 2 March 2005 Westwood referred Dr Savoi to the draft contract and commented as follows "*Item 8.3.3 should read 'supply of cylinders and content to the back-up oxygen manifold with a capacity of 42 x 10.2 kilograms'.* The signed contract does not include item (clause) 8.3.3 nor the '*supply of cylinders and content to the back-up oxygen manifold with a capacity of 42 x 10.2 kilograms'.*" D26  
D31/11
- 2) Westwood also added the following on 2 March 2005: "*We must have a clause guaranteeing continued oxygen supply should the plant fail for an extended period beyond the capacity of the back-up manifold'.* The signed contract does not include such a clause. D26
- 3) The signed contract makes provision for back-up in clause 11.6 which states that the Lessor guarantees that the equipment will be supplied with either of 2 back-up supply options at it's (the Lessors) discretion: D31/14  
11.6.1 A stand-by compressor at no extra cost to the Lessee that will automatically take over the oxygen supply should the primary compressor fail.  
11.6.2 A cylinder based back-up system to hold 72 hours of oxygen gas, being 30 cylinders based on current consumption.
- 4) Schedule "A" makes provision for a "*guaranteed usage*" of 36,000 kg's per year. D31/20  
This is defined in the contract as "*the quantity of oxygen that determined the minimum monthly rental*". The commencement date in terms of Schedule "A" is 8 April 2005 and the term date (termination) is the last day of March 2010, i.e. 5 D31/6



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years. Professor Green-Thompson alleged the following in his affidavit: *"I signed the Rental Agreement entered into between the Department and Intaka for the supply of a self-generating oxygen plant at Murchison Hospital on 24 March 2005 attached hereto as RGT2. I have been shown "Schedule A" attached to the said Agreement and was asked to comment thereon (RGT2/20). It is my understanding that the Department will only pay for actual usage of oxygen and not for a "Guaranteed Usage" as contained in the schedule".*

- 8.145 Westwood confirmed in his affidavit that the draft contract and signed contract in clause 11.6 stated that the Lessor guaranteed that the equipment would be supplied with either one of two back-up options. He added that he did not agree with this as the option of providing a second compressor was not a fail safe means of backup as if the electrical supply failed, even though this was fed from the emergency generator, it would not matter how many compressors were supplied the PSA plant would not function. For this reason the Department was obliged to obtain back-up 10.2 kg cylinders at Murchison hospital from Afrox at additional costs, in the interests of patient safety. E1/12-13
- Letter from Mrs AN Zondi to Westwood dated 20 April 2005 and Westwood's letter to the Hospital Manager, Murchison hospital dated 22 April 2005** D32
- 146 On 20 April 2005 the office of Mrs AN Zondi (Legal Section) sent a letter to Westwood and referred to an attached signed copy of the contract. Westwood subsequently sent a letter to the Hospital Manager of Murchison hospital on 22 April 2006 for the attention of Mr V Reddy. He advised that the contract had been signed and requested he (Mr Reddy) acquaint himself with the conditions of the contract. Westwood stated in his affidavit that his own view of the matter was that the Intaka contract was forced onto Murchison Hospital and that the hospital management was not involved in any of the processes or decision making prior to being provided with the signed contract. I concur that this was the case based on documentation examined by me and referred to thus far in this report. D32/1  
D32/2-3  
E1/13



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**Various e-mails relating to the commissioning of the Oxyntaka plant during the period 28 April 2005 to 13 May 2005** **D33**

- 8.147 Various e-mails between Intaka and the Department of Health and within the Department itself during the period 28 April 2005 to 13 May 2005 are attached for ease of reference and for information purposes. I wish to point out that Praderi of Intaka initially raised the delay with regards to the installation of the Oxyntaka plant with Professor Green-Thompson and copied to Shabalala on 28 April 2005, when it was evident that Westwood was the primary contact person in the Department. **D33/1**
- Further, on 12 May 2005 Praderi sent an e-mail to Dr Savoi wherein he discussed the Murchison matter and his telephonic discussion with Westwood on 10 May 2005. In terms thereof the 2 had discussed the installation of the plant at Murchison hospital and that Walker would officially receive the Oxyntaka plant on behalf of the Department. The following was also recorded in the e-mail: **D33/9**
- "During that telephone conversation (between Praderi and Westwood) we talked about the fact that our technician together with Murchison Hospital staff had connected the main oxygen line with a connection to the manifold of existing oxygen cylinders, thus these cylinders are a second back up. The intention of Mr Westwood in agreement with Mr Walker is to leave the Oxyntaka ® working with its corresponding second compressor as back-up and cylinders in stand by, at least for the first 3-4 months. Mr Westwood told me that he fully trusted and believed that it is much more economically convenient for Intaka to use cylinders as back-up than a second compressor. Finally, today I confirmed with Mr Terry Walker the delivery of the Oxyntaka for tomorrow, Friday 13 May".*
- 8.148 Dr Savoi on the same day requested Praderi send him a memo with regards to his (Praderi's) conversation with Westwood referred to above. **D33/9**
- 8.149 The Oxyntaka plant was commissioned at Murchison hospital on 13 May 2005 in terms of an e-mail from Praderi to Dr Savoi on the same day. **D33/11**

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<b>Documentation relating to events after the commissioning of the Oxyntaka plant on 13 May 2005</b>		<b>D34</b>
8.150	On 13 May 2005 Westwood sent a letter to Dr Sewlal wherein he attached documentation confirming the completion of the commissioning of the Oyxntaka plant and that it was technically functional.	D34/1 D34/2-7
8.151	Westwood further noted the following which is also referred to in the attached documentation:	
	1) There were issues with regards to the payment of the "deposit" to Intaka as the company was not registered on the Provincial (Suppliers) Database;	D34/3+6
	2) The flow meter as per the contract had not yet been installed as delivery was awaited from Germany;	D34/2
	3) Procedure Manuals and Technical Check Sheets were still to be provided by Intaka.	D34/2
<b>Documentation relating to the "failure" of the Oxyntaka plant during the period 17 May 2005 to 29 June 2005</b>		<b>D35</b>
8.152	Various correspondence between Intaka and the Department of Health, and within the Department itself during the period 17 May 2005 to 29 June 2005 are attached for ease of reference and for information purposes. The main issues are summarised hereunder:	
	1) Walker reported the "failure" on 17 May 2005 to Westwood.	D35/2
	2) Westwood requested a report from Intaka relating to the status as at 26 May 2005.	D35/6
	3) Intaka provided a detailed report to the SG (Professor Green-Thompson) and copied it to Westwood on 31 May 2005.	D35/10-12
	4) The flow meter had still not arrived from Germany on 20 June 2005.	D35/13
	5) Confirmation that the plant was working satisfactorily and meeting the requirements on 27 June 2005.	D35/16
	6) Random test were carried out by the Health Technology Unit in June 2005 testing the purity levels.	D35/19-20

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**Letter from Westwood to Praderi dated 1 July 2005 and related correspondence**

- 8.153 On 1 July 2005 Westwood sent a letter to Praderi informing him that the HOD had requested he be provided with a cost comparison regarding the oxygen plant and in order for them to do so, the Department required Intaka to provide them with the anticipated installation (date) of the flow meter. Various correspondence followed as summarised hereunder: D36/1
- 1) On the same day (1 July 2005) Westwood also advised van der Merwe that the cost comparison could not be done as the flow meter had not yet been installed. D36/3
- 2) On 4 July 2005 Intaka advised Westwood that the flow meter would not assist the Department in performing a cost benefit and also provided their explanation of savings to the Department. D36/4-5
- 3) On 12 July 2005 Westwood informed Professor Green-Thompson as follows:  
*"Please be advised that Clause 6.3 of the Contract states that:*  
*"The rental amount is determined based on the guaranteed usage requirements of the Lessee as specified in Schedule 'A' hereto. It is accordingly agreed that, should the Lessee not attain the guaranteed usage in any specific month the Lessee shall pay to the Lessor the rental for the guaranteed usage notwithstanding the lesser usage".* D36/6
- "This means that until such time as the flow meter is installed the cost will be guaranteed usage, i.e. 3,000kgs per month x R9.50 plus VAT".*
- 4) On 20 July 2005 Westwood informed Professor Green-Thompson, supported by van der Merwe and Dr Sewlal, that the flow meter had been installed, that reading would be taken on a daily basis and that an evaluation of costs would be taken after 30 days D36/8
- 8.154 I wish to point out that the above explanation provided by Westwood is correct, however clause 6.8 of the contract also states the following: D31/9
- "The Lessor shall submit to the Lessee an invoice on the day following the last day of the month of usage, which shall stipulate the actual quantity of oxygen used".* This

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would indicate that the Department would pay Intaka for the guaranteed usage unless the actual quantity exceeded the guaranteed usage in which case the Department would pay for actual usage, otherwise there would be no reason to include the "actual quantity of oxygen used" on the invoice.

**Letter from Dr Savoi to Professor Green-Thompson dated 4 August 2005**

**D37**

8.155 A letter dated 4 August 2005 from Dr Savoi to Professor Green-Thompson was located in the electronic records of Intaka seized by the SAPS i.e. I am not in possession of a signed copy of the letter. The said letter refers to the Oxyntaka plant commissioned at Murchison hospital, including alleged savings when compared to historical Afrox costs for the provision of oxygen in cylinders. I have not verified the quantities provided by Intaka, however I wish to point out the following based solely on the contents of the letter:

- 1) Intaka has referred to a projected monthly consumption of 2,056kg's based on the actual consumption of 1,028kg's for the period 18 July 2005 to 4 August 2005. The Department are however in terms of the contract obliged to pay for a guaranteed usage of 3,000kg's per month. The difference between the projected consumption (2,056kgs) and guaranteed usage (3,000kgs) is 944kgs x R9.50 = R8,968 per month excluding VAT.
- 2) There is no similar comparison between Oxyntaka and bulk oxygen supply, that would in terms of Westwood's calculations have shown a dramatic savings if the Department used bulk oxygen supply.
- 3) No provision has been made for additional costs of back-up cylinders, to be referred to later in this report that would be incurred by the Department.

**D37/1**

**D20/1-2**

8.156 The letter has been concluded and Intaka has requested that they (Intaka) are provided with an "indication to the proposed "roll-out" of the Oxyntaka ® equipment to other rural, district and urban hospitals". I wish to refer back to Westwood's letter to Professor Green-Thompson dated 18 January 2005, prior to Professor Green-Thompson entering into the contract with Intaka:

**D37/3**

**D20/2**

- 1) "It was always assumed, based on the literature given by both companies, that irrespective of the size of the hospital, the units would be cost-effective and either

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*on a par with bulk oxygen or cheaper";*

- 2) *"Messrs Afrox indicate that anything above 2,000 kgs per month can be accepted and converted to bulk";*
- 3) *"With your approval this costing will be conveyed to both suppliers in order that they may evaluate the proposition of the PSA plants at hospitals using less than 2,000 kgs per month. At this moment, based on the last 12 months, there are 20 hospitals that fall into this category".*

8.157

I have not been provided with any documentation or information that indicates Professor Green-Thompson considered Westwood's findings/comments detailed above either before entering into a contract with Intaka or subsequent thereto, and that an evaluation was done for the 20 hospitals identified by Westwood. Westwood alleged in his affidavit after being shown a copy of the abovementioned unsigned letter from Dr Savoi to Professor Green-Thompson dated 4 August 2005, that he had not seen this document before. He also did not know why Intaka was communicating directly with Professor Green-Thompson as he (Professor Green-Thompson) had requested the cost comparison from him (Westwood) that he was only able to provide on 20 August 2005, being 30 days after the flow meter was installed as reported to Professor Green-Thompson on 20 July 2005. With regards to Dr Savoi's calculation of alleged savings recorded on page 2 of the letter, Westwood stated that Dr Savoi has not included the additional costs associated with back-up supply provided by Afrox or the additional costs of electricity associated with the running of the Oxyntaka plant. Further, no comparison has been made between bulk oxygen supply and the Oxyntaka according to Westwood and he personally has no knowledge of the "roll-out" involving Intaka and the Oxyntaka plant, as Murchison hospital was a pilot project that was to be evaluated over a period of time.

E1/14

**E-mail from Dr Savoi to Professor Green-Thompson dated 19 September 2005**

D38

8.158

On 19 September 2005 at 12:01pm Dr Savoi sent Professor Green-Thompson an e-mail and copied it to Shabalala and Praderi. It is titled "Oxyntaka @ self-generating oxygen and medicinal air unit", that states the following: "regarding our last telephone conversation, I strongly believe that our above mentioned system can solve

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*important issues relating to logistics, control of consume, etc for hospitals in the rural areas of the Kingdom of KwaZulu-Natal. Therefore, the Department of Health can achieve enormous savings. Besides, please bear in mind that we are not charging for medicinal air consumption".*

**Letter from Dr Savoi to Professor Green-Thompson dated 13 October 2005**

**D39**

- 8.159 We located a letter dated 13 October 2005 from Dr Savoi to Professor Green-Thompson in the electronic records of Intaka seized by the SAPS i.e. we are not in possession of a signed copy of the letter. The said letter is titled "Oxyntaka® - self-oxygen and medicinal air unit". The letter refer to a letter from Professor Green-Thompson dated 12 October 2005 and Dr Savoi's telephone conversation with Professor Green-Thompson's assistant "Samantha". Dr Savoi further confirmed a meeting for Saturday 22 October at 10:00 at a venue (in Durban) to be confirmed. A diary entry retained by the office of Professor Green-Thompson for 22 October 2004 reflects amongst others the following:

**D39/1**

"09:00 SA607 DBN 0855-CT 1105,  
 13:00 Dr Savoi- Intaka Investments 021- 7021559

**D39/2**

*Venue: No 7 Bell Crescent,  
 Westlake Business Park,  
 Westlake.*

*16:30 620 CT1700-DBN 1900".*

- 8.160 An electronic Diary located amongst the electronic records seized from Intaka by the SAPS contains amongst others a diary entry for October (2005), electronically filed as "Agenda 17 Oct-13 Nov 1.xls", last modified on 21/10/2005. The diary contains the following entry:

**D39/3-4**

**Dr Savoi**

Wednesday, 19 <sup>th</sup> October	Cumpleanos Sipho Shabalala
--	----------------------------

- 8.161 I understand "Cumpleanos" means birthday. A CIPRO enquiry for Blue Serenity

**D39/5**

References in the margin refer to  
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Investments, an entity linked to Shabalala, contains amongst others the identity number of Shabalala: 651019 5396 082, hence his date of birth is 19 October (1965), and is consistent with the abovementioned diary entry.

**Correspondence for the period 21 October 2005 to 9 December 2005 in respect of oxygen consumption at Murchison hospital** **D40**

8.162 Various correspondences within the Department of Health relating to consumption of oxygen at Murchison hospital for the period 21 October 2005 to 9 December 2005 is attached for ease of reference and for information purposes. Significant information from the said correspondence is summarised hereunder:

- 1) On 21 October 2005 Walker sent a fax to Charmaine Alvarez, whom I previously reported was at the time employed in Westwood's office, and attached oxygen consumption data (for Murchison hospital) for the period 5 September 2005 to 21 October 2005. I determined based on the attached spreadsheet that the consumption for the 1 month period (5 September to 4 October 2005) amounted to 1,827 kgs (2338 – 541). The Department paid Intaka for the guaranteed usage of 3,000kg's for September 2005. Westwood forwarded the information to Professor Green-Thompson on the same day (21 October 2005). **D40/1-3**  
**D40/4**
- 2) On 27 October 2005 Professor Green-Thompson sent Dr Sewlal a letter and referred to the above letter dated 21 October 2005. He requested additional information of comparatives for past and present costs and quantities and clarity on the flow meter readings. It appears to have been forwarded to Westwood by Dr Sewlal who then sent the request to the Hospital Manager, Murchison hospital, for the attention of Mr V Reddy on 4 November 2005. **D40/5**  
**D40/6**  
**D40/7-8**
- 3) Various correspondences between 4 November 2005 and 11 November 2005 relates to the delay in Murchison hospital providing the requested information. **D40/9-14**
- 4) On 14 November 2005 (in terms of the fax imprint date at the top of the page) Murchison hospital replied to Westwood's letter of 4 November 2005 and provided comparative costs for the period June 2004 to May 2005, charged by Afrox, and June 2005 to October 2005, charged by Intaka. Westwood in his affidavit confirmed receipt of the said document and that he converted the m<sup>3</sup> to **D40/15-16**  
**E1/15**

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- kg and recorded the respective figures in the table (the handwritten numbers). D40/16
- 5) On 14 November 2005 Westwood provided Professor Green-Thompson with further information received from Murchison hospital that was faxed on 17 November 2005. I wish to refer page 2 of Westwood's letter and the quantities and amounts charged by Afrox for the previous year and the current amount charged by Intaka in 2005. It is evident that Afrox charged the Department for actual consumption as opposed to guaranteed usage of 3,000kgs per month by Intaka. In June 2004 the Department paid Afrox R47,356.32 for 2927.40 kgs of oxygen (being the closest usage to 3,000kgs). Intaka would have charged the Department R32,490 for the guaranteed usage of 3,000kgs. However, in May 2005 Afrox charged the Department R19,470.90 for 1,254.60 kgs of oxygen consumed. In the following month June 2005 Intaka charged the Department R32,490.00 for the guaranteed usage of 3,000kgs. D40/17-19  
D40/20-21  
D40/18
- 6) Westwood has also stated that in addition to the amounts paid to Intaka the Department/ Murchison hospital incurred electrical charges in the amount of approximately R5,000 per month; and cylinder rental in the amount of approximately R4,000 per month. I believe it is relevant repeating the following stated by Westwood: *"It was decided to maintain the existing cylinder back-up system (that I confirm was provided by Afrox and that was an additional expense to Murchison hospital) as it is fool-proof and not dependent on any other form of energy for operation. After the installation of the self-generating oxygen plant technical problems with the functioning of the unit were experienced and had it not been for the cylinder manifold, patients' safety would have been compromised"*. D40/17
- 7) Westwood in his affidavit confirmed that he sent the attached documents including a schedule of comparative costs to Professor Green-Thompson on the 14 November 2005. The said schedule was compiled by him and was a comparative cost analysis for actual consumption for September and October 2005, for 3 options of oxygen supply namely: Oxyntaka; Afrox cylinders; and Bulk Oxygen costs received from 3 different companies. E1/16  
D40/17-19  
D40/19
- 8) Westwood added in his affidavit that it was evident that the Bulk oxygen option was half the price of what the Department was paying Intaka. *"In addition to this I referred to additional costs not included in the above costs namely: electrical* E1/16
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*charges in the amount of approximately R5,000 per month; and cylinder rental in the amount of approximately R4,000 per month. In the latter case it was decided to maintain the existing cylinder back-up system (provided by Afrox and that was an additional expense to Murchison hospital) as it is fool-proof and not dependent on any other form of energy for operation. After the installation of the self-generating oxygen plant (by Intaka) technical problems with the functioning of the unit were experienced and had it not been for the cylinder manifold, patients' safety would have been compromised. I concluded that it was still our contention (that of the Infrastructure component) that bulk oxygen was the most cost-effective for any institution drawing more than 2,000kgs per month as the comparative costs in the attached table for September and October show". Westwood added that he has no record of Professor Green-Thompson responding to the abovementioned report and he does not recall receiving any response from Professor Green-Thompson. I confirm that the file maintained by Cheatle does not contain any documentation indicating a response from Professor Green-Thompson*

- 9) On 8 December 2005 Mr V Stevens (**Stevens**) (employed within the Departments Infrastructure Component at the time and who is currently on pension) provided Professor Green-Thompson with comparative "data of oxygen usage and costs for before and after the installation of the self-generating oxygen plant". I have not verified this information but based solely on the said data, the average cost per month R32,154.03 for a one (1) year period prior to installation of the Oxyntaka, was less than average cost per month R36,490.00 for a five (5) month period after installation of the Oxyntaka. The latter included the cost of cylinder rental for back-up manifold which had to be used on a number of occasions, according to Stevens. This conflicts substantially with Dr Savoi's letter to Professor Green-Thompson dated 4 August 2005, wherein he stated that the average monthly savings to Murchison hospital was R23,213.
- 10) The following day (9 December 2005) Stevens provided Professor Green-Thompson with a further "table reflecting the month-to-month and costs before and after installation of the self-generating oxygen plant". The information provided in the said table is similar to that previously referred to by me that was provided to Professor Green-Thompson by Westwood in his letter dated 14

D40/22

D37/2

D40/23

D40/17-18



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November 2005. On a month-to-month comparison it appears that the costs have been reduced after installation of the Oxyntaka, however the said analysis excludes the cost of cylinder rental for the back-up manifold mentioned by Stevens, and the electricity costs. In addition the Department/ Murchison hospital was obliged to pay Intaka for a guaranteed usage of 3,000kgs per month.

- 8.163 I have not been provided with any documentation or information detailing how Professor Green-Thompson re-acted to the said reports of Westwood and Stevens on oxygen consumption costs at Murchison hospital as detailed above, and that the commissioning of the Oxyntaka plant had not reduced the cost of oxygen at Murchison hospital as envisaged and proposed by Intaka. There is further no evidence that Professor Green-Thompson challenged Dr Savoi's alleged savings that had not been realised.

**Various e-mails located in Intaka electronic records seized by the SAPS relating to Professor Green-Thompson during the period 2 November 2005 to 23 November 2005**

**D41**

- 8.164 I located various e-mails in the Intaka electronic records seized by the SAPS for the period 2 November 2005 to 23 November 2005 relating to reservations for Professor Green-Thompson at Shamwari Game Reserve, as summarised hereunder:

- 1) An enquiry by Alicia (of Intaka) to Shamwari Reservations on 2 November 2005 at 05:48 with regards to the availability of 4 rooms for 3<sup>rd</sup> and 4<sup>th</sup> December 2005, to be booked in the name of "Prof. Green-Thompson". **D41/1**
- 2) A reply from Shamwari Reservations to Alicia on 2 November 2005 at 20:09 advising that they only had rooms available on 2<sup>nd</sup> and 3<sup>rd</sup> (December 2005). **D41/2**
- 3) A reply thereto from Alicia to Shamwari Reservations on 3 November 2005 at 08:47 confirming the 4 rooms for 2<sup>nd</sup> and 3<sup>rd</sup> (December 2005). **D41/2**
- 4) A confirmation from Shamwari Reservations to Alicia on 3 November 2005 at 11:53. They have also requested Prof. Green-Thompson to complete and return the attached confirmation in order to secure the bookings and conclude that they (Shamwari Reservations) assumed that the reservation will be for 8 adults **D41/2-3**

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sharing the four rooms.

- 5) A reply thereto from Alicia to Shamwari Reservations on 3 November 2005 at 11:53 advising that the confirmation dates are wrong and confirming that 8 adults will be sharing 4 rooms. D41/3
- 6) A further reply from Shamwari Reservations to Alicia on 3 November 2005 at 12:05 confirming 2<sup>nd</sup> and 3<sup>rd</sup> December (2005) are the correct dates. D41/3
- 7) A reply thereto from Alicia to Shamwari Reservations on 3 November 2005 at 12:06 clarifying the dates once more; and Shamwari Reservations reply on 3 November 2005 at 12:11 rectifying the confirmation. D41/3-4
- 8) A further request from Shamwari Reservations to Alicia on 13 November 2005 at 09:23 for Prof Green-Thompson to complete and return the attached confirmation. D41/4
- 9) A reply thereto from Alicia to Shamwari Reservations on 15 November 2005 at 11:02am advising that they will request Prof. Green-Thompson's assistant to send the conformation with the requested details. Alicia also provided the names of 4 people- one person per room: D41/4
  - Prof. RW Green-Thompson;
  - Mr Tutu Mnganga;
  - Mr Heinz Smidek;
  - Mr Steinhardt.
- 10) A request from Alicia to Shamwari Reservations on 23 November 2005 at 10:19am. She referred to "*Prof. Green-Thompson and the other guests staying on 2<sup>nd</sup> and 3<sup>rd</sup> December*" and requested a transfer from and to the airport. She further provided the flight details for 2<sup>nd</sup> and 4<sup>th</sup> December (2005). I have not determined whether Professor Green-Thompson stayed at Shamwari Lodge as per the reservation. D41/5

**Electronic diary of Dr Savoi**

8.165 An electronic Diary located amongst the electronic records seized from Intaka by the SAPS contains amongst others the following entries for 2005:

- 1) A diary entry for Dr Savoi dated Sunday 11 September (2005) was on a document electronically filed as "Agenda 5- 31 diciemb1.xls, last modified on D41/6

References in the margin refer to  
 appendix numbers

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9/12/2005. The diary contains the following entry:

**Dr Savoi**

Sunday, 11 <sup>th</sup> December	Prof. Green-Thompson in CT
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- 2) A diary entry for Dr Savoi dated Tuesday 13 December (2005) was on a document electronically filed as "Agenda 12- 31 diciemb1.xls, last modified on 15/12/2005. The diary contains the following entry:

**D41/7**

**Dr Savoi**

Tuesday, 13 <sup>th</sup> December	18:00- <i>Medico cirujano</i> Prof. Green-Thompson @ Waterfront
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- 8.166 I understand *Medico cirujano* means medical surgeon.

**An e-mail from Dr Savoi to Dr Hamid Shabbir dated 7 March 2006**

**D42**

- 8.167 On 7 March 2006 at 04:20pm Dr Savoi sent an e-mail to Dr Hamid Shabbir and copied it to Praderi and Adriaan Loubscher. It is titled "various" and paragraph 4 refers to "KZN" and he states the following:

*"There is a huge potential. We have 1 Oxyntaka performing at Murchison hospital since 9 months ago. Prof. Gree-Thompson, former HOD, who came invited by us with the delegation that visited Brazil, South America, where they could see our equipments performing at various hospitals with success, was promoted to the National Health Department. He didn't succeed in going forward due to differences between him and the MEC at that stage. The current MEC, Peggy Nkonyeni, visited Somerset together with Prof. Green-Thompson and she is very supportive to the Oxyntaka process. I understand that a new HOD was appointed for the Kingdom and understand that it's the right moment to move forward there, considering that there are problems with approx 70 hospitals".*

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**Electronic Diary entries of Intaka**

- 8.168 An electronic Diary located amongst the electronic records seized from Intaka by the SAPS contains amongst others the following diary entries for Dr Savoi for 2007 and 2008:

Date	Entry	Name of file	
Friday, 12 <sup>th</sup> January (2007)	12: 00 Shabalala	Agenda 8-19 enero1.xls date modified 26/01/2007	D43/1
Saturday, 19 <sup>th</sup> May (2007)	08:00- CT- Pietermaritzburg 10:00- Sipho Shabalala @ airport Pietermaritzburg-Durban- CT	Agenda 14 Mayo-2junio1.xls, date modified 18/5/2007	D43/2-3
Saturday, 21 <sup>st</sup> July (2007)	CT- Jhb 09:00- Breakfast with Shabalala @ Michelangelo hotel	Agenda 16-29 julio1.xls date modified 20/07/2007	D43/4-5
Wednesday, 17 October (2007)	12:00 CT- Pietermaritzburg Sipho Shabalala 17:00 Pietermaritzburg-CT	Agenda 15-28 octubie 1.xls date modified 19/10/2007	D43/6
Thursday, 20 <sup>th</sup> March (2008)	LLAMAR A SHABALALA*	Agenda 17-30 Marzo1.xls date modified 18/3/2008	D43/7-8
Tuesday, 26 <sup>th</sup> August (2008)	14:00- Shabalala, Lunga @ Waterfront	Agenda 25 agosto- 14 setiembre1.xls date modified 29/8/2008	D43/9-11

\* I understand LLAMAR A means call.

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**Cost of back up supply of Oxygen provided by Afrox**

- 8.169 The signed contract between the Department and Intaka makes provision for back-up. Clause 11.6 states that the Lessor (Intaka) guarantees that the equipment will be supplied with either of 2 back-up supply options at it's (the Lessors) discretion:  
11.6.1 A stand-by compressor at no extra cost to the Lessee that will automatically take over the oxygen supply should the primary compressor fail.  
11.6.2 A cylinder based back-up system to hold 72 hours of oxygen gas, being 30 cylinders based on current consumption.
- 8.170 Westwood stated that he did not agree with the above as the option of providing a second compressor was not a fail safe means of backup as if the electrical supply failed, even though this was fed from the emergency generator, it would not matter how many compressors were supplied the PSA plant would not function. For this reason the Department was obliged to obtain back-up 10.2 kg cylinders at Murchison hospital from Afrox at additional costs, in the interests of patient safety. E1/13
- 8.171 I further determined, which was confirmed by Westwood and Afrox that AFROX provided the backup for Murchison hospital in terms of their National Tender, during the period Intaka supplied self-generating oxygen as stipulated in their contract with the Department. AFROX was requested to provide the cost of back up supply for Murchison hospital for the period 1 July 2005 to 30 April 2010 during which time Intaka charged the Department for a "guaranteed usage" of 3,000kg's per month (36,000kgs per annum for 5 years). Ros Mabelis, Sales Manager of AFROX provided a spreadsheet detailing the Cost of Back Up Supply at Murchison Hospitals for the period in question. They did not provide a monthly breakdown. It reflects payments amounting to R395,048 were made to AFROX by the Department. This amounts to an average cost of approximately R6,800 per month for 58 months (being the number of payments received by Intaka). These costs should have been for Intaka's expense as it was always Westwood's intention for Intaka to provide the back-up; however the Department has paid AFROX the full amount in terms of AFROX's report. I have not verified the accuracy of the AFROX calculation nor examined any supporting documents. These additional costs were also not taken into consideration D44

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when the comparative costs were performed by Intaka.

- 8.172 I am not able to provide a comparative cost analysis between what AFROX would have charged the Department for Cylinder Rental and Bulk Oxygen, based on actual quantities of oxygen consumed, and payments made to Intaka based on a guaranteed monthly usage of 3,000kgs, as Murchison hospital has not retained any records of the monthly meter readings at month end. It was reported by Murchison hospital staff that Intaka removed all records when they removed the plant from Murchison hospital after the contract was terminated in 2010.



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**Summary of Findings**

- 8.173 Detailed below is a summary of significant findings from the investigation conducted into the of awarding of a contract for an Oxyntaka Self- Generating Oxygen Plant at Murchison Hospital by the Department of Health to Intaka Investments in 2005.
- 1) The KZN Department of Health and Intaka, an entity based in the Western Cape, entered into an agreement for the lease and maintenance of one (1) Oxyntaka® Model 20 unit at Murchison Hospital, commencing 8 April 2005 and terminating on 31 March 2010 (5 years). The Department was represented by Professor Green-Thompson and Intaka by Dr Savoi. D31
  - 2) The awarding of the said contract was not preceded by any formal or official procurement procedures, and did not comply with the KwaZulu- Natal Department of Health Procurement Policy and Procedures of 1999 or the KwaZulu-Natal Procurement Act No 3 of 2001. A3  
A4
  - 3) A number of events and processes preceded the signing of the agreement. The Department of Health and Professor Green-Thompson were first referred to in a letter from Dr Savoi to Shabalala dated 4 March 2004. D1
  - 4) The diary retained by the Office of the Superintendent General of the Department of Health reflects Professor Green-Thompson visited Brazil from 20 to 22 March 2004. The said trip has been confirmed in an e-mail from Dr Savoi to Shabalala on 24 March 2004 and that Shabalala also visited Brazil. Dr Savoi in an affidavit alleged the trip took place from 20 to 23 March 2004. Professor Green-Thompson in an affidavit confirmed such a trip to "South America" but did not provide a specific date. D1/2-4  
D2/1  
B2/4  
B3/3
  - 5) On 20 April 2004 Skyros Medical was registered and the principals were Dr Savoi and Beatrice Shabalala. D5-D6
  - 6) On 21 May 2004 Dr Savoi sent an e-mail to Shabalala with regard to "BEE in Oxyntaka". This followed numerous communications between the said 2 persons. Dr Savoi stated amongst other things that he considered giving the BEE 40% of the shareholding in Oxyntaka KZN as an added value and he even insisted in considering Shabalala's and Professor Green-Thompson's holding. This indicates to me that consideration had been given to the formation of an entity known as D8

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"Oxyntaka KZN" that would have 40% BEE representation and that Shabalala and Professor Green-Thompson would have an interest in the said entity. Although it appears that Shabalala had informed Dr Savoi that it was not his intention to participate in this. I have been unable to identify any registered entity known as "Oxyntaka KZN" or a similar name and I am not in possession of any other documentation relevant to the BEE representation, or Shabalala and Professor Green-Thompsons interests in the said entity.

- |  |                                     |
|--|-------------------------------------|
| 7) On 7 July 2004 Westwood of the Department's Infrastructure Development component communicated with Dr Savoi and Intaka for the first time. Westwood alleged he first received an instruction to contact Intaka from Professor Green-Thompson via van der Merwe, but could not recall the date; however it was prior to 7 July 2004. He was further required to determine the feasibility of the Intaka plant (known to him as the Oxyntaka plant) and to consider the implementation of a pilot project at a smaller institution. Professor Green-Thompson confirmed in his affidavit and that this instruction was given to Westwood after his (Professor Green-Thompson's) return from Brazil.  | D10/4<br><br>E1/2<br><br>B3/4       |
| 8) On 18 August 2004 Bagus sent a letter to Shabalala as Dr Savoi had become disillusioned with the levels of service and commitment, and requested Shabalala contact Dr Savoi.  | D12                                 |
| 9) On 30 August 2004 Westwood prepared a report that was submitted to Professor Green-Thompson. It was reported that attempts had been made to obtain as much information as possible about the "self-generating oxygen plants", but due to the fact that not a single plant could be located in South Africa, it was difficult to make an informed decision. He (through van der Merwe) sought authority to approach the 2 companies and request they put forward a "proposal" for the provision of the self-generating oxygen plants, at Murchison and Vryheid hospitals. It was further requested that authority be granted to also proceed with the tender for bulk oxygen supply. Professor Green-Thompson approved this on 10 and 13 September 2004. | D13/1-3<br><br>D13/4-5<br><br>D13/6 |
| 10) On 20 September 2004 Westwood advised Dr Savoi that the HOD (Professor Green-Thompson) had approved the installation of a pilot site at Murchison Hospital and he provided figures of oxygen usage at the hospital. Intaka was requested to undertake an evaluation and to submit proposals on the basis of  | D14                                 |

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payment for oxygen consumed per kilogram. Dr Savoi acknowledged receipt thereof on 21 September 2004 and advised Westwood that in order to do the evaluation and submit their proposal they would need to visit the site. The site visit subsequently took place on 5 October 2004. Praderi was the senior Intaka representative present (Dr Savoi did not attend the site meeting according to Westwood).

E1/6

- 11) Westwood and Walker flew to Cape Town (at the Department's expense according to Westwood) in order to visit Intaka and view the Oxyntaka plant. Westwood did not recall the exact date however it was after the meeting at Murchison hospital (5 October 2004) and before 24 November 2004, the date of his next correspondence. Westwood's subsequent report to Dr Sewlal on 7 March 2005 reflects the visit took place on 23 November 2004.

E1/7

D17/1

- 12) The Intaka electronic records contain various e-mails in respect of reservations for Professor Green-Thompson and Shabalala on 5 December 2004 at the Saxon Hotel, Johannesburg.

D18

- 13) On 9 December 2004 at 01:16pm Dr Savoi sent an e-mail to Samantha Foulkes/ (Cheatle) of Professor Green-Thompson's office and copied it to Shabalala and Praderi. It reads as follows:

D19/1

*"Dear Professor Ronald,*

*It was a pity that we did not succeed in meeting in Johannesburg to discuss about the 2 new Oxyntaka units for additional 2 hospitals at the Kingdom. I share completely the logistic idea of placing one at a hospital in the North and the other one at a hospital in the middle East of the Kingdom.*

*Considering that we already have 6 units apart from the one that is going to Murchison hospital I would need some details of these 2 additional hospitals, as well as who we must contact in order to make a visit to the sites with our engineering department and technicians to evaluate the model that will attend to these 2 hospitals.*

*Your immediate reply on this issue will be highly appreciated".*

- 14) On the same day 9 December 2004 at 01:28pm Dr Savoi sent another e-mail to Westwood and copied it to Praderi. It reads as follows:

D19/2

*"Dear Eng. Westwood,*

*Further to our meetings at Murchison hospital- KZN and Intaka head offices- WP and*

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*as agreed upon, we hereby submit as per your request our proposal for your consideration:*

- *Intaka will supply and install an Oxyntaka ® model 020 self-oxygen production unit to meet your bulk oxygen supply needs on the following terms and conditions:*
  - a) *Price: R10.30/kg + VAT.*
  - b) *Credit terms: 30 days monthly in arrears.*
  - c) *Minimum period of contract: 5 years.*
  - d) *Price to be escalated annually by the C.P.I. index prevailing with a minimum of 6% per annum.*
  - e) *Minimum consumption of 30 000kg per annum.*

*Intaka will be responsible for the full maintenance excluding vandalism and gross negligence by hospital staff.*

*Against your acceptance of the above conditions a contract will be prepared to be signed between parties. This contract will protect both supplier and consumer"*

- |  |       |
|--|-------|
| 15) Based on the above, Dr Savoi was communicating with Professor Green-Thompson about Oxyntaka's being provided for another 2 hospitals in KZN, apart from Murchison hospital, whilst Westwood had requested and received a proposal from Intaka for the supply of an Oxyntaka for Murchison hospital only that was still subject to examination and analysis by Westwood.  | D19/1 |
| 16) On 22 December 2004 Dr Savoi sent an e-mail to Westwood and referred to his e-mail of 9 December 2004. He further requested an order for an Oxyntaka ® model 020 for Murchison hospital and details of other hospitals in order to visit and evaluate to determine the correct model for each site. Westwood alleged that he was not aware that other hospitals had been identified that were required to be evaluated by Intaka; as he had authority to proceed with only 1 hospital for Intaka, namely Murchison hospital. | D19/2 |
| 17) Westwood replied the following day 23 December 2004 and advised that although the technical function of the Oxyntaka unit was most satisfactory and the Department had full confidence that the unit would function and meet the hospital needs, Intaka should appreciate the fact that it was not only the technical aspect that had to be evaluated but also the financial implications. He concluded by informing Dr Savoi that a full evaluation would probably be completed within the                                  | D19/3 |

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- next few weeks and he would keep Intaka informed of the progress in this regard
- 18) On 18 January 2005 Westwood prepared a Preliminary Report with regards to his investigations into the Oxyntaka self-generating plants addressed to Professor Green-Thompson, Dr Sewlal and van der Merwe. He provided the background into the matter and a comparative analysis between: the Oxyntaka PSA proposal; the current Afrox cylinder costs at the time; and the cost of Bulk conversion including back-up cylinders, for Murchison hospital, based on an annual usage of 31,650kgs. It is clear that the latter namely bulk conversion was the most cost effective (R134,606) of the 3 options, being approximately a third of the price of the Oxyntaka plant (R371,634). The Oxyntaka plant price also included according to Westwood's understanding at the time, the provision of back up supply by Intaka and thus there was no need to provide for an additional cost to the Department for back up supply. D20/1-2
- 19) The following day 19 January 2005 Professor Green-Thompson replied to Westwood's report and requested additional information by 24 January 2005 including a "*comparison between Oxygen expenditure being provided by the two methods*". Westwood had provided a comparison for 3 methods: cylinders; Oxyntaka; and bulk oxygen; however Professor Green-Thompson ignored the bulk oxygen method. Westwood requested an extension of the deadline for a further 2 weeks in his letter to van der Merwe dated 24 January 2005, as extensive information had to be gathered. This request for the deadline to be extended to 7 February 2005 was sent to Professor Green-Thompson on the same day by van der Merwe. D20/3  
D20/1-2  
D20/4  
D20/6
- 20) In the interim Dr Savoi sent an e-mail to Westwood on 20 January 2005 copied to amongst other Shabalala. Dr Savoi requested Westwood inform him whether he (Westwood) had completed the analysis of Intaka's proposal dated 9 December 2004. Westwood replied on 24 January 2005 and informed Dr Savoi that a preliminary report had been submitted to Professor Green-Thompson for further directive. He stated that when evaluating the financial aspect, it was found that a bulk oxygen storage tank would be more financially beneficial than the Oxyntaka plant. Westwood did not copy Shabalala on this reply to Dr Savoi however the following day 25 January 2005 Shabalala sent a copy of Westwood's letter to Professor Green-Thompson. This reflects Shabalala's interference in a matter D21/1  
D21/2  
D21/4-5
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- that was essentially an in-house Health matter and Treasury was not involved.
- 21) On 25 January 2005 van der Merwe sent a further report to Professor Green-Thompson and referred to his previous report dated 18 January 2005 (the report prepared by Westwood). He repeated the findings of Westwood namely that it was not cost effective to install the Oxyntaka self-generating plant at Murchison hospital, as the bulk oxygen supply (to be provided by either Afrox or Air Liquid) was a third of the price of the self-generating oxygen (to be provided by Intaka and Insmed). I wish to repeat the costs determined by Westwood and van der Merwe: Oxyntaka R371,634 as opposed to bulk oxygen R134,606, based on an annual usage of 31,650 kgs. D22/1
- 22) On the same day (25 January 2005) Professor Green-Thompson's office sent a Memorandum to Dr Sewlal marked "urgent" and referred to his Memorandum dated 25 January 2005. The content reads as follows: *"Institute a pilot site that can undertake this, this matter has been going for too long now i.e. since September 2004. Please institute pilot site with immediate effect"*. There was no urgency for such a pilot project to be instituted and the decision conflicts with Professor Green-Thompson's alleged cost saving initiatives. Westwood confirmed in his affidavit that there was no urgency for such a pilot project to be instituted according to his understanding and Professor Green-Thompson had also not referred to the bulk oxygen supply option. D22/2
- 23) On the same day (25 January 2005) van der Merwe sent a further letter to Professor Green-Thompson and confirmed the instruction received from him (Professor Green-Thompson). He further sought the authority of Professor Green-Thompson to allocate the 2 pilot projects. This was approved by Professor Green-Thompson on the same day as reflected by his signature, the date and approval stamp appearing on the letter in question. D22/3
- 24) The above correspondence of 25 January 2005 reflects that there was an "urgency" to approve the pilot projects that was not supported by the various reports discussed thus far prepared by and/or approved by Westwood, van der Merwe and Dr Sewlal. van der Merwe stated in his affidavit that Professor Green-Thompson's instruction was contrary to Westwood's report dated 18 January 2005 and his (van der Merwe's) submission dated 25 January 2005 wherein they E1/11
- 25) On the same day (25 January 2005) van der Merwe sent a further letter to Professor Green-Thompson and confirmed the instruction received from him (Professor Green-Thompson). He further sought the authority of Professor Green-Thompson to allocate the 2 pilot projects. This was approved by Professor Green-Thompson on the same day as reflected by his signature, the date and approval stamp appearing on the letter in question. D22/4
- 26) The above correspondence of 25 January 2005 reflects that there was an "urgency" to approve the pilot projects that was not supported by the various reports discussed thus far prepared by and/or approved by Westwood, van der Merwe and Dr Sewlal. van der Merwe stated in his affidavit that Professor Green-Thompson's instruction was contrary to Westwood's report dated 18 January 2005 and his (van der Merwe's) submission dated 25 January 2005 wherein they D22
- 27) The above correspondence of 25 January 2005 reflects that there was an "urgency" to approve the pilot projects that was not supported by the various reports discussed thus far prepared by and/or approved by Westwood, van der Merwe and Dr Sewlal. van der Merwe stated in his affidavit that Professor Green-Thompson's instruction was contrary to Westwood's report dated 18 January 2005 and his (van der Merwe's) submission dated 25 January 2005 wherein they E2/6
- 28) The above correspondence of 25 January 2005 reflects that there was an "urgency" to approve the pilot projects that was not supported by the various reports discussed thus far prepared by and/or approved by Westwood, van der Merwe and Dr Sewlal. van der Merwe stated in his affidavit that Professor Green-Thompson's instruction was contrary to Westwood's report dated 18 January 2005 and his (van der Merwe's) submission dated 25 January 2005 wherein they D20
- 29) The above correspondence of 25 January 2005 reflects that there was an "urgency" to approve the pilot projects that was not supported by the various reports discussed thus far prepared by and/or approved by Westwood, van der Merwe and Dr Sewlal. van der Merwe stated in his affidavit that Professor Green-Thompson's instruction was contrary to Westwood's report dated 18 January 2005 and his (van der Merwe's) submission dated 25 January 2005 wherein they D22/1-2



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- both indicated and reported that the Oxyntaka Plant was not cost effective. Dr Sewlal stated likewise in his affidavit. van der Merwe added that his letter to Professor Green-Thompson dated 25 January 2005 was merely confirmation of the instruction received from Professor Green-Thompson. The fact is that the bulk oxygen was the most cost effective and there appears to be no logical reason for Professor Green-Thompson insisting on implementing the pilot project at Murchison Hospital with Intaka. E3/7  
E2/6
- 25) On 26 January 2006 Westwood sent a letter to Dr Savoi and copied it to Professor Green-Thompson, Dr Sewlal and van der Merwe, advising Dr Savoi that Professor Green-Thompson had approved Intaka's proposal. He further requested Intaka prepare a contract document that included a number of aspects including the supply and contents of the back up manifold consisting of 42 x 10.2kg cylinders, that had to be submitted to Westwood in order that it be referred to the Department's legal section. D23/1-2
- 26) On 23 February 2005 Dr Savoi sent an e-mail containing a draft contract to Shabalala for Murchison Hospital. There was no reason for Shabalala to receive or approve the draft contract; Westwood had on 26 January 2005 requested Dr Savoi send the contract document to his office (Westwood's office at the Department of Health) so that it may be referred to the Department's legal section. Shabalala sent e-mail to Dr Savoi on 25 February 2005 and advised that he (Shabalala) was "making some discussions at Health regarding additional oxyntakas in KZN". D25/1  
D25/2
- 27) On 2 March 2005 Westwood sent an e-mail to Dr Savoi and informed him that the contract must include a clause guaranteeing continued oxygen supply should the plant fail for an extended period beyond the capacity of the back-up's manifold. Dr Savoi replied the following day 3 March 2005 and provided his response to the question of back-up. He stated in South America Intaka has replaced the need for cylinder back-up by supplying a stand by compressor. Westwood replied on 7 March 2005 that the means of back-up was left entirely up to Dr Savoi, but a clause had to be included in the contract. D26
- 28) On 14 March 2005 Dr Savoi sent Westwood a final draft contract (after previous correspondence between them re the contract) via e-mail. He copied it to Professor Green-Thompson and Shabalala. D29
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- 29) On 15 March 2005 Westwood forwarded the draft contract to Mrs AN Zondi of the Departments Legal Services for her legal opinion. Mrs Zondi confirmed that she received the said draft Agreement and that she had subsequently raised a number of concerns in her reply thereto dated 16 March 2005. This included: the quality of the oxygen to be provided by Intaka and whether it was accredited by a recognised body; and she required a motivation for the change to Intaka from Afrox and other local gases, based on factors such as safety, reduced costs, improved quality and efficiency, and that it would assist legal services by van der Merwe obtaining comparisons D30/1  
D30/2-3
- 30) Mrs Zondi further confirmed that she subsequently on 22 March 2005 met with Professor Green-Thompson who instructed her that Somerset hospital was already using the Intaka oxygen and that the Agreement was to go ahead. She added that she repeated this report and instruction from Professor Green-Thompson in a letter also dated 22 March 2005 to van der Merwe. She confirmed that she also included in the letter that there was pressure on Legal Services to release the agreement for signature. She confirmed in her affidavit that the pressure was coming from Professor Green-Thompson and that this was unusual and out of the ordinary. D30/2  
D30/4-5
- 31) The Department (represented by Professor Green-Thompson) subsequently on 24 March 2005; within 2 days of Mrs Zondi receiving an instruction from Professor Green-Thompson for the Agreement to go ahead, entered into an Agreement with Intaka as detailed in sub-paragraph 1) above, commencing 8 April 2005 for a period of 5 years. Schedule "A" to the Agreement makes provision for a guaranteed usage of 36,000 kgs (thirty six thousand) of oxygen per year @ R9.50 per kg, i.e. 3,000 kgs per month @ R9.50/kg = R28,500 per month (regardless of the actual amount of oxygen consumed). D31  
D31/20
- 32) On 22 April 2005 the Hospital Manager of Murchison Hospital was provided with a copy of the contract by Westwood and advised to acquaint themselves with the conditions of the contract. D32/2
- 33) The Oxyntaka was commissioned at Murchison hospital on 13 May 2005. D33/11
- 34) On 1 July 2005 Westwood was requested by the HOD (Professor Green-Thompson) to provide a cost comparison; however the flow meter had not yet been installed by Intaka. Intaka subsequently provided their explanation of cost D36  
D37
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- savings on 4 August 2005. I have not verified their alleged savings; however they provided a comparison between the hire of cylinders (from Afrox) and the price of Oxyntaka, and no comparative costs with bulk oxygen that according to Westwood and van der Merwe would have been one third of the price of the Oxyntaka. Further, Intaka did not provide or make provision for the supply of back-up cylinders, an additional expense incurred by Murchison hospital.
- 35) Intaka concluded in their letter of 4 August 2005 by requesting they be provided with the proposed "roll-out" of the Oxyntaka® equipment to other rural, district and urban hospitals. Westwood alleged he had no knowledge of the said "roll-out" as Murchison hospital was a pilot project to be evaluated over a period of time. D37 E1/15
- 36) During the period 21 October 2005 to 9 December 2005 various correspondences reflects that professor Green-Thompson once more requested additional information of comparatives for past and present costs. Westwood in addition to providing comparatives (to be discussed below) to Professor Green-Thompson also referred to other costs incurred namely: electricity in the amount of approximately R5,000 per month; and cylinder rental in the amount of approximately R4,000 per month. D40 D40/17
- 37) Westwood again provided a comparative between the 3 options based on actual consumptions for September and October 2005: Oxyntaka; Cylinder cost (Afrox); and Bulk oxygen from 3 different suppliers. Again the Bulk oxygen supply option was the most cost effective. D40/19
- 38) On 8 December 2005 Stevens reported to Professor Green-Thompson that the average cost per month for a 1 year period prior to installation of the Oxyntaka: R32,154.03, was less than the average cost per month for a 5 month period after installation of the Oxyntaka: R36,490.00, which included the cost of cylinder rental for back-up supply. D40/22
- 39) There is no record of Professor Green-Thompson replying to either of the above reports of Westwood and Stevens. D40/17-19, 22
- 40) Various e-mails retrieved in the Intaka electronic records relate to reservations for Professor Green-Thompson at Shamwari Game Reserve during the period 2- 23 November 2005. The booking was for 2 and 3 December 2005. D41
- 41) Professor Green-Thompson left the Department of Health on 31 December 2005, at which date the Agreement entered into with Intaka for Murchison hospital was

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still binding.

- 42) In addition to paying Intaka a guaranteed monthly usage, that was not cost effective as the bulk oxygen was initially available at a third of the price of Intaka, the Department paid AFROX R395.048 over the duration of the 5 year contract period with Intaka.
- 43) There are no records of meter readings being recorded on a monthly basis and I am therefore unable to do a comparative cost analysis for 3 methods of supply: Oxyntaka; AFROX cylinders; and Bulk Oxygen, based on actual consumptions.
- 44) It would appear that Professor Green-Thompson, by approving the Intaka proposal that was not cost effective and then entering into an Agreement with Intaka to supply a oxygen plant to Murchison hospital, contravened:
- The provisions of section 217 of the Constitution of the Republic of South Africa Act 108 of 1996 in that:
    - He failed to follow a procurement system which is fair, equitable, transparent, competitive and cost effective.
  - Section 38(1)(a)(b)(c) of the PFMA in that he failed to:
    - Maintain effective, efficient and transparent systems of financial risk management and internal control;
    - Implement an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost effective;
    - Ensure that processes and procedures were in place for the effective, efficient, economical, and transparent use of the institution's resources; and
    - Exercise reasonable care to prevent and detect unauthorised, irregular, fruitless and wasteful expenditure.



T S White

Director: Forensic Services

28 October 2011

References in the margin refer to  
 appendix numbers

PricewaterhouseCoopers



# 16



## AFFIDAVIT

Trevor Sean White states in English under oath:

1.

I am an adult male, with identity number 6611245014087, 45 years old. I am a director of PricewaterhouseCoopers Incorporated (PwC), 102 Essenwood Road, Berea with telephone number (031) 2712020.

2.

I joined Price Waterhouse in 1989, and was admitted as a director of PricewaterhouseCoopers Incorporated on 1 July 1998, following the merger of Price Waterhouse and Coopers & Lybrand. I am presently the director in charge of the Forensic Services Department of PricewaterhouseCoopers in KwaZulu Natal.

3.

I have conducted numerous fraud investigations for both public and private sector clients and have given evidence in the High Court and the Regional and District Courts. I have also presented evidence to a Commission of Enquiry, the Commission for Conciliation, Mediation and Arbitration ("CCMA") and at various disciplinary hearings. I am trained in auditing techniques and hold a Bachelor of Commerce degree and Post Graduate Diploma in Accountancy from the University of Natal Durban. I was also admitted as a member of the South African Institute of Chartered accountants in 1992. I am a Certified Fraud Examiner, being admitted as a full member of the Certified Fraud Examiners, a Texas based organisation, in 1998. I have been involved in a number of business valuations and performance audits. My specialist field is Forensic Auditing and as such I have extensive experience in analysing, reviewing and verifying financial information and accounting records.

4.

I am duly authorised to attest to the contents of this affidavit by PricewaterhouseCoopers. Members of my staff have assisted me in the execution of fieldwork and gathering of information necessary to compile this affidavit.

5.

PwC was appointed by National Treasury to conduct a Forensic Investigation into: payments made to Intaka by the Northern Cape Department of Health (the **Northern Cape Department of Health**), for the provision of Oxyntaka Self-Generating Oxygen Plants and Wataka Water Purification Plants; and payments made to Intaka by the KZN Department of Local Government and Traditional Affairs (the **Department of LG & TA**).

6.

I have commenced drafting the report on the findings of the Forensic Investigation into the payments by the Dept of LG & TA but have not yet issued the report as I am still waiting for access to certain documents, which depending on the contents thereof, I may wish to refer to in my report. Set out below is a summary of the information regarding the involvement of Mr Michael Mabuyakhulu in the alleged unlawful dealings between government officials and Intaka representatives as per my mandate and findings from my investigation to date.

7.

The Dept LG & TA ordered 20 Wataka's on 5 June 2006 at a cost of R44 563 636.40 and paid Intaka for these on 5 March 2007 at which date none of them had been delivered and some had not even been manufactured. Various irregularities in and manipulations of the procurement process have been identified, many of which involved Mr Sipho Shabalala, the Head of Provincial Treasury at the time. He initiated the process, and gave input thereto, that resulted in the order being placed with Intaka without comparative quotes being

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sourced and Intaka supplying water purification plants for which no proper needs assessment had been performed. I physically inspected 10 of the 20 Wataka's on 10 July 2010, some 32 months after they had been paid for and they had still not been installed.

8.

On 12 March 2007, one week after the Dept of LG & TA paid R44 563 636.40 to Intaka and amount of R1 053 000 was paid to Kuboni & Shazi Attorneys by Intaka at the request of Shabalala. According to Gaston Savoi of Intaka, Shabalala had requested this payment as a donation for the ANC. It is however clear from my analysis of various documents referred to below that this money was not received by the ANC.

B1

9.

Col Du Plooy of the SAPS conducted a search at Kuboni and Shezi Attorneys, 10<sup>th</sup> floor Salmon Grove Chambers on 24 March 2009 and seized the following:

- 1) A copy of a tax invoice dated 14 February 2007 referring to Intaka Investments. This copy was printed from the desktop computer by Alvina Matsau (Matsau) a secretary at Kuboni and Shezi and is the same as the invoice attached to Savoi's affidavit as "GS4". G5/1  
G1/1
- 2) A copy of a letter, dated 15 February 2007, addressed to Dr G Savoi, Intaka Investments (Pty) Ltd. This is the same as a copy located in the records seized from Intaka. This letter states that the tax invoice is enclosed and then sets out Kuboni and Shezi banking details as follows: G5/2  
G1/3

Bank	: Standard Bank
Branch	: Main Branch
Account Number	: 050871994
Branch Code	: 040026
Type of Account	: Current



10.

A warning statement was taken from Welcome Sandile Kuboni (**Kuboni**) on 6 May 2010 and while he declined to answer questions at the time, and did not provide the Investigating Officer with a statement or make himself available for questions despite undertaking to do so after he had consulted with his lawyer, he did subsequently provide the following documents to Col Du Plooy:

- |   |      |
|---|------|
| 1) Copy of a letter to Dr G Savoi dated 14 February 2007. Apart from the date this letter is identical to the one referred to in para 9 above   | G6/1 |
| 2) Copy of the Kuboni and Shezi Tax Invoice to Intaka Investments dated 14 February 2007 referred to in above. (This invoice is exactly the same as that seized from Intaka and attached to Savoi's affidavit apart from the fact that the words "period 2003 to 2006" have not been included in brackets after the description of the services provide).   | G6/2 |
| 3) Copy of a fax confirmation report confirming that a fax of 2 pages was sent to 021 7011914 at 16.31 on 14 February 2007.   | G6/3 |
| 4) A copy of an email from Jeanne Fick to Kuboni and copied to Matsau. This email sets out the receipts and payments on the "Salamax" account "from beginning to our hand over". The account number is "1S150" and the period covered is 19 February 2007 to 16 March 2007. The seven payments recorded on this schedule are also recorded amongst the 24 payments referred to below. (Kuboni showed me a copy of this email on his computer when Col Du Plooy was taking his warning statement). | G6/4 |
| 5) Schedule titled "PAYMENTS MADE OUT : SALAMAX : S 150/06" which details 24 payments. Not all the payments on this schedule are dated and those that are dated are not recorded in any specific order. The payments are made out to 13 different entities; the earliest date is 19 February 2007 and the last date is 10 July 2007.  | G6/5 |

11.

The SAPS subpoenaed Kuboni and Shezi Attorneys Trust account number 050871994 held at Standard Bank Greyville. The following documents were provided in response to this subpoena:

75

- 1) Signing arrangements form dated 5 February 2007. Kuboni was the sole signatory. G7/1
- 2) Signing arrangements form dated 31 May 2007. Any two of the following to sign jointly from 31 May 2007: Kuboni, Nozibele Priscilla Phindela (Phindela), Ian Buhlebakhe Blose (Blose) and Jabulani Langelihle Thusi (Thusi) G7/4
- 3) Special Power of Attorney of Kuboni. G7/7
- 4) Copies of identity documents of Kuboni, Phindela, Blose and Thusi. G7/8-11
- 5) Copies of bank statements from 26 January 2007 (statement 106) to 26 March 2008 (statement 120). G8
- 6) Copies of paid cheques. G9

12.

The SAPS subpoenaed Kuboni and Shezi Attorneys Business Account number 050033077 held at Standard Bank Greyville. Copies of bank statements from 1 March 2007 (statement 137) to 27 March 2008 (statement 161) were provided in response to this subpoena. G10

13.

The SAPS subpoenaed Welcome Sandile Kuboni's personal Money Market/Call account number 268608482 held at Standard Bank Greyville. Copies of bank statements from 2 January 2007 (statement 5) to 31 March 2008 (statement 10) were provided in response to this subpoena. G11

14.

Mr Victor Fernandes of Victor Fernandes & Co, the auditor who was appointed by Kuboni to provide accounting services in respect of writing up and reconciling the accounting records for the Kuboni and Shezi Trust account for the year ended February 2007 and then for the period March 2007 to July 2007 was interviewed on 11 June 2010. The working paper files prepared by Fernandes & Co in respect of these services were provided to the SAPS. These files contained amongst



other documents the following for trust account number 050871994

- 1) Cheque stubs for cheque numbers 102301 to 102424 inclusive. **G12**
- 2) Copies of the bank statements with hand written notes which, Jeanne Fick of Fernandes & Co informed me, are details of the trust creditor the receipt of payment relates to. This was subsequently confirmed by Matsau of Kuboni and Shezi who in some instances made these notes. **G13**

15.

Matsau who is employed in a secretarial position which includes office administration at Kuboni and Shezi, stated the following during an interview on 24 June 2010, subsequently confirmed in an affidavit dated 8 July 2010, conducted by Col Du Plooy and myself: **G14**

- 1) She took instructions from Kuboni who was the director of the firm until March 2007 and from the new directors being Phindela, Thusi and Blose from April 2007 onwards.
- 2) Kuboni was responsible for Salamax as a client until he left the firm. He would have generally instructed her on this file. She became aware that Salamax is the client file for Mr Sipho Shabalala. Mrs Shabalala would phone and asked that Thusi issue trust cheques, or be reminded to issue trust cheques, on behalf of Salamax. She personally spoke to Mrs Shabalala on occasions regarding this. **G14/3**
- 3) She wrote client reference numbers on the bank statements for the trust account on the instruction of the directors. A reference number was allocated to clients and it will indicate which clients must be debited or credited. During March 2007 Kuboni was the only Director and he would give her such instructions. **G14/4**
- 4) She wrote the handwritten reference "01/S150/07 Salamax" on the Kuboni's trust account bank statement next to the transfer of an amount of R200 000 on 16 March 2007. **G14/4**  
**G14/30**
- 5) Reference no. TRF181/07 was incorrectly written next to the R100 000 on 23 March 2007 as that reference number belongs to a client named Nokutula Rosemary Dlamini. This R100 000,00 was a payment on behalf of Salamax. **G14/4**  
**G14/30**
- 6) Based on her knowledge of the handwriting of Kuboni and the current **G14/3**

directors (Phindela, Blose and Thusi) the cheques stubs for the following cheques were either prepared by her or the director whose name is recorded next to the cheque number in the table below:

Cheque no.	Author
102310	PHINDELA
102321	PHINDELA
102326	MATSAU
102327	MATSAU
102328	MATSAU
102329	MATSAU
102330	MATSAU
102331	MATSAU
102343	THUSI
102353	PHINDELA
102356	PHINDELA

G14/14

G14/16

G14/17

G14/18

G14/18

G14/19

G14/19

G14/20

G14/21

G14/26

G14/27

16.

Salamax 1608 (Pty) Ltd with registration number 2006/024729/07 was registered on 10 August 2006. The current status is recorded as in the process of deregistration. Shabalala is currently recorded as a non-active principal. He was appointed as a director on 11 August 2006 (date of registration) and resigned on what I interpret to be 13 May 2008. Shabalala was a director of this entity during the entire period (19 February 2007 to 2 August 2007) the payments were made by Kuboni, Phindela, Blose and Thusi to disburse the R1 053 000 received from Intaka.

B6

17.

Based on the aforementioned records relating to the Kuboni and Shezi Trust Account I have prepared a detailed analysis of the Trust Creditor known as "Salamax" with reference "S150/06". This analysis details the following:

G15

- 1) Bank Statement Date.
- 2) Cheque Date.



- 3) Cheque number.
- 4) Cheque Signatories.
- 5) Payee.
- 6) Amount.



Kuboni & Shezi Attorneys Trust Account - Standard Bank a/c No 050871994

Trust Creditor : Salamax 01/S150

Payment Number	Bank Statement Date	Cheque Date	Cheque No	Cheque Signatory 1	Cheque Signatory 2	Payee	Debit	Credit	Cumulative Balance
	01-Feb-07					Opening Balance			
1	20-Feb-07	19-Feb-07	102237	Kuboni		Variquip CC	80,000.00		80.00
2	20-Feb-07	19-Feb-07	102241	Kuboni		Trimbourne Agencies	30,000.00		110.00
3	21-Feb-07	19-Feb-07	102238	Kuboni		Farmers Agricare	80,000.00		190.00
4	21-Feb-07	19-Feb-07	102239	Kuboni		Yara SA (Pty) Ltd	38,209.23		228.20
5	22-Feb-07	19-Feb-07	102236	Kuboni		Bell Equipment	72,586.50		300.79
6	12-Mar-07		EFT			Trf - Intaka Investments		(1,053,000.00)	(752,200.00)
7	16-Mar-07		EFT			Blue Serenity	200,000.00		(552,200.00)
8	23-Mar-07		EFT			Blue Serenity	100,000.00		(452,200.00)
9	13-Apr-07	11-Apr-07	102294	Kuboni		Variquip CC	33,047.96		(419,152.04)
10	13-Apr-07	11-Apr-07	102293	Kuboni		ER Browne Inc	113,471.33		(305,680.37)
11	26-Apr-07	24-Apr-07	102302	Kuboni		Trimborn Agency CC	33,745.50		(271,934.87)
12	10-May-07	10-May-07	102310	Kuboni		Bell Equipment	16,862.66		(255,072.21)
13	25-May-07	23-May-07	102321	Kuboni		Yara SA	109,758.61		(145,310.60)
14	06-Jun-07	30-May-07	102326	Phindela	Thusi	Bell Equipment	14,526.34		(130,784.26)
15	06-Jun-07	30-May-07	102330	Phindela	Thusi	Natal Arial Spray	7,292.40		(123,491.86)
16	06-Jun-07	30-May-07	102331	Phindela	Thusi	UCL	10,506.30		(112,985.56)
17	06-Jun-07	30-May-07	102327	Phindela	Thusi	Variquip CC	7,714.44		(105,271.12)
18	06-Jun-07	30-May-07	102328	Phindela	Thusi	Gap Chemicals	5,768.40		(99,502.72)
19	07-Jun-07	30-May-07	102329	Phindela	Thusi	Community Watch	10,136.88		(89,365.84)
20	11-Jul-07	09-Jul-07	102345	Thusi	Blose	Variquip CC	9,553.09		(79,812.75)
21	11-Jul-07	10-Jul-07	102351	Thusi	Blose	Martin's Plumbing	3,398.00		(76,414.75)
22	11-Jul-07	10-Jul-07	102350	Thusi	Blose	Yara SA	3,555.00		(72,859.75)
23	11-Jul-07	10-Jul-07	102348	Thusi	Blose	UCL	6,093.99		(66,765.74)
24	11-Jul-07	10-Jul-07	102349	Thusi	Blose	Electro Technical Agencies	2,017.00		(64,748.74)
25	18-Jul-07	18-Jul-07	102343	Thusi	Phindela	Bell Equipment	4,000.00		(60,748.74)
26	20-Jul-07	18-Jul-07	102356	Thusi	Phindela	Community Watch	5,068.44		(55,680.30)
27	02-Aug-07	10-Jul-07	102352	Thusi	Blose	Umgeni Water	2,370.47		(53,309.83)
28	02-Aug-07	02-Aug-07	102363	Thusi	Phindela	Community Watch	5,068.44		(48,241.39)
29	02-Aug-07	02-Aug-07	102361	Thusi	Phindela	Trimborn Agency	37,314.00		(10,927.39)
	21-Aug-07	02-Aug-07	102362	Thusi	Phindela	Electro Technical Agencies	14,140.00		3.20
							1,056,204.98	(1,053,000.00)	

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18.

It is evident from the above table that the respective directors of Kuboni and Shezi Attorneys were responsible, as sole signatory or joint cheque signatory, for the following number of payments:

Directors	No of payments	Amount ( R )
Kuboni	12	907,681.79
Thusi	17	148,523.19
Phindela	10	117,535.64
Blose	7	30,987.55

19.

The Kuboni and Shezi trust account reflects a credit transfer from Intaka Investments on 12 March 2007 in the amount of R1,053,000. This is a week after Intaka received payment from the Department of LG & TA in the amount of R44,563,636.40 on 5 March 2007.

G8/11

D33/3

20.

Prior to the R1 053 000 being received on 12 March 2007, 5 payments were made from the Kuboni and Shezi Trust Account on behalf of Salamax. The details of the 5 cheques are as follows:

<u>Cheque No</u>	<u>Payee</u>	<u>Amount (R)</u>
102236	Bell Equipment	72 586.50
102237	Variquip CC	80 000.00
102238	Farmers Agri-care	80 000.00
102239	Yara SA (Pty) Ltd	38 209.23
102241	Trimbourne Agencies	30 000.00
	<b>TOTAL</b>	<b>300 795.73</b>

G9/5

G9/1

G9/3

G9/4

G9/2

21.

70

The abovementioned cheques were dated 19 February 2007 and were negotiated by the various recipients on 20, 21 and 22 February 2007 which was more than 2 weeks prior to the R1 053 000 being received from Intaka. The effect is that Kuboni used other trust creditor's funds to make payments on behalf of Salamax before any money had been received on behalf of this client.

G9/1-5

G8/7

22.

The signature on the 5 cheques referred to above appears to be that of Kuboni, based on the fact that he was the only authorised signatory on the account at the time and the similarities between these signatures and his signature on the signing arrangements form.

G7/1

G9/1-5

23.

All these 5 payments, as were the other 24 payments that were made to disburse the balance of the R1 053 000 when it was received, were for the benefit of entities in which Shabalala and or his wife Beatrice Shabalala had an interest or was a director.

24.

The entities to which the 29 payments were made to disburse the R1 053 000 (in fact R 1 056 204.98 was paid out being R3 204.98 more than was received by Kuboni and Shezi Attorneys) can be summarised as follows:

G15

25.

Blue Serenity Investments

Date	Cheque No	Amount (R)
16 Mar 07	EFT	200 000.00
23 Mar 07	EFT	100 000.00
	TOTAL	300 000.00

G8/12

G8/13

70



26.

The SAPS subpoenaed Blue Serenity Investments cheque account number 4067797521 held at ABSA Bank, Victoria Road, Pietermaritzburg. The following documents were provided in response to this subpoena:

- 1) Signing Instruction printout with signatories for the said account. Both Shabalala and Beatrice Shabalala are signatories for the said account. It appears from the signature cards that they have each signed erroneously next to the name of the co-signatory of the account. G18/1-2
- 2) Copies of bank statements from 5 March 2007 (statement 1) to 5 November 2010 (statement 43). The bank statements consist of 2 lever arch files and hence all have not been attached to this report. These are available if required. I enclose herewith copies of bank statement 1 which are relevant to the payments I referred to herein above. G18/3-9

27.

The Blue Serenity Investments bank statement reflecting ACB credit transfer in the amount of R200,000 on 16 March 2007. The bank statement reflects the name "Kuboni and Shezi Atto". The bank statement reflecting ACB credit transfer in the amount of R100,000 on 23 March 2007 and reflects the name "Kuboni and".

G18/3

G18/6

28.

The Blue Serenity Investments cheque account was opened on 5 March 2007 and received the aforementioned two payments totalling R300,000 from the Kuboni and Shezi Trust account within two weeks of the account being opened. In addition to the above the Blue Serenity Investments bank statement does not reflect other large deposits during this first month apart from small deposits and reflects limited activity. The balance on the account at 31 March 2007 was R194,713.13

29.

Variquip CC

Date	Cheque No	Amount (R)
19 Feb 07	102237	80 000.00
11 Apr 07	102294	33 047.96
30 May 07	102327	7 714.44
09 Jul 07	102345	9 553.09
	<b>TOTAL</b>	<b>130 315.49</b>

G9/1

G9/6

G9/13

G9/16

30.

Geoff Braithwaite ("Braithwaite"), who is a member Variquip stated in an affidavit that Variquip had issued various invoices to the Othandweni Family Trust for tractor spares and equipment and had received the above four payments for some of these invoices. He provided copies of the four receipts Variquip issued for the above payments which were made by Kuboni and Shezi:

G16

Date	Receipt No	Amount (R)
20 Feb 07	40891	80 000.00
16 Apr 07	41537	33 047.96
07 Jun 07	42168	7 714.44
12 Jul 07	42614	9 553.09
	<b>TOTAL</b>	<b>130 315.49</b>

G16/4

G16/35

G16/53

G16/62

31.

Based on a review of the invoices provided by Braithwaite it is clearly evident that Variquip had supplied various tractor spares to the Othandweni Family Trust.

While the invoices are made out to Othandweni Family Trust the credit application form records the Trading Name as "DSD Shabalala T/A Othandweni Farm" and the Individual as Dumisani Sipho Derrick Shabalala whose occupation is Civil

G16/77

75

Servant. This application form was completed on 17 October 2006 by Ntombi Shabalala who has a signature which is similar to that of Beatrice Shabalala, whose full names are Beatrice Otrina Ntombeuhle Shabalala.

G16/78

32.

Yara SA (Pty) Ltd

Date	Cheque No	Amount (R)
19 Feb 07	102239	38 209.23
23 May 07	102321	109 758.61
10 Jul 07	102350	3 555.00
	<b>TOTAL</b>	<b>151 522.84</b>

G9/4

G9/8

G9/18

33.

Jurgen Smith ("Smith"), the Cost and Financial Controller at Yara South Africa (Pty) Ltd stated in an affidavit that Yara had issued various invoices to Blue Serenity Investments for products delivered to them and received the following three payments for some of these invoices. He provided statements recording the three receipts Yara issued for the above payments which were made by Kuboni and Shezi:

G17

Date	Amount (R)
22 Feb 07	38 209.23
28 May 07	109 758.61
13 Jul 07	3 555.00
<b>TOTAL</b>	<b>151 522.84</b>

G17/3

G17/9

G17/16

34.

Based on a review of the invoices provided by Smith it is clearly evident that Variquip had supplied fertilizer to Blue Serenity Investments. The invoices are made out to Blue Serenity Investments. The credit facility application form was completed on 30 November 2004 by Ntombenhle Shabalala, as a director. The signature is similar to that of Beatrice Shabalala. The application form records the

G17/21

G17/19



directors as BON Shabalala and DSD Shabalala.

35.

Bell Equipment

Date	Cheque No	Amount (R)
19 Feb 07	102236	72 586.50
10 May 07	102310	16 862.66
30 May 07	102326	14 526.34
09 Jul 07	102343	4 000.00
	<b>TOTAL</b>	<b>107 975.50</b>

G9/5

G9/7

G9/10

G9/22

36.

Jacque Taylor ("Taylor"), the Credit Controller at Bell Equipment, Pietermaritzburg stated in an affidavit that Bell Equipment had issued various invoices to Othandweni Farm for products delivered to them and received the following three payments for some of these invoices. She provided copies of the said invoices.

G19

Date	Cheque No	Amount (R)
19 Feb 07	102236	72 586.50
10 May 07	102310	16 862.66
30 May 07	102326	14 526.34
	<b>TOTAL</b>	<b>103,975.50</b>

37.

Based on a review of the invoices provided by Taylor it is clearly evident that Bell Equipment had supplied various spare parts and services to Othandweni Farm. While the invoices are made out to Othandweni Farm the Application for Credit Facilities form records the Registered Name of Applicant as "Dumisane Derrick Siphon Shabalala" and the Contact Person for the Account as "Ntombi Shabalala".

G19/9-19

G19/5

75



This application form was completed and signed by "Ntombenhle Shabalala on 11 August 2005 and stated her Capacity of Signatory as "Farm Manager". Shabalala signed the application form as surety and co-principal debtor with the purchaser. **G19/7**

38.

Trimbourne Agencies

Date	Cheque No	Amount (R)
19 Feb 07	102241	30 000.00
24 Apr 07	102302	33 745.50
02 Aug 07	102361	37 314.00
	<b>TOTAL</b>	<b>101 059.50</b>

**G9/2**

**G9/30**

**G9/26**

39.

Community Watch

Date	Cheque No	Amount (R)
30 May 07	102328	10 136.88
18 Jul 07	102356	5 068.44
02 Aug 07	102363	5 068.44
	<b>TOTAL</b>	<b>20 273.76</b>

**G9/15**

**G9/23**

**G9/25**

40.

Electro Technical Agencies

Date	Cheque No	Amount (R)
10 Jul 07	102349	2 017.00
02 Aug 07	102362	14 140.00
	<b>TOTAL</b>	<b>16 157.00</b>

**G9/21**

**G9/27**

41.

UCL

Date	Cheque No	Amount (R)
30 May 07	102331	10 506.30
10 Jul 07	102348	6 093.99
	<b>TOTAL</b>	<b>16 600.29</b>

G9/12

G9/20

42.

Farmers Agri-care

Date	Cheque No	Amount (R)
19 Feb 07	102238	80 000.00

G9/3

43.

Alistair van der Avoort ("**van der Avoort**"), the Financial Manager at Farmers Agri-care (Pty) Ltd stated in an affidavit that Farmers Agri-care had issued various invoices to "Shabalala Othandweni" for products delivered to them during the period 15 September 2006 to 10 August 2007 and received payment in the amount of R80,000 on 19 February 2007 for these invoices issued. He provided

G20

G20/10-27

copies of the said invoices issued.

44.

Based on a review of the invoices provided by van der Avoort it is clearly evident that Farmers Agri-care had supplied various chemicals to Shabalala Othandweni. While the invoices are made out to Shabalala Othandweni the Credit Application Form records the entity as "Blue Serenity Investments". The form was completed and dated 9 September 2004 and the signature of the customer appears to be that of Beatrice Shabalala. Attached to the Credit Application form is a letter from Beatrice Shabalala to Farmers Agri-care marked for the attention of the Accounts Department dated 22 July 2008. The letter reads that "Othandweni Farm or DSD

G20/10-27

G20/5

G20/8

72

Shabalala is now trading as Othandweni Family Trust" and requested that all future invoices be made out in the name of the trust.

45.

One payment as made to each of the following entities:

Date	Cheque No	Payee	Amount (R)
13 Apr 07	102293	ER Browne Inc	113 471.33
30 May 07	102330	Natal Arial Spray	7 292.40
30 May 07	102329	Gap Chemicals	5 768.40
10 Jul 07	102351	Martin's Plumbing	3 398.00
10 Jul 07	102352	Umgeni Water	2 370.47
	<b>TOTAL</b>		<b>132 300.60</b>

G9/28

G9/11

G9/14

G9/17

G9/24

46.

I have not identified any payment made to the ANC out of the R1 053 000 as Savoi alleged the R1,053,000 was a donation to the party. Savoi also alleged that Shabalala was the person who raised the issue of "a donation to the party". The documents maintained by Kuboni and Shezi that record how the R1 053 000 received from Intaka was disbursed reflect that the money was in fact used for Shabalala's personal benefit in that it was either transferred to Blue Serenity an entity he jointly owns with his wife Beatrice Shabalala or to pay expenses of this entity or the Shabalala family expenses.

H7

47.

The R1 053 000 was recorded in Kuboni and Shezi trust account records as being for the benefit of Salamax, an attempt by Kuboni to disguise for whose benefit the money was really being held. It is however clearly evident from the disbursements made by Kuboni, Phindela, Blose and Thusi from the R1 053 000 that it was for Shabalala and Beatrice Shabalala and had nothing to do with the ANC.

75



48.

Beatrice Shabalala, as Shabalala's business partner, knew or ought to have known the source of the R1 053 000, that it was illegally obtained and that she was helping launder these funds and was directly benefiting as a result thereof.

49.

John Wills (Wills) of Ngubane Wills Inc attorneys submitted a letter dated 2 February 2010 to Adv W O'Brien, Deputy Director of Public Prosecutions. This letter titled "Investigation Re Durban Central CAS 1538/01/09" is written on behalf of his client the ANC after consulting with Mabuyakhulu who is a senior member of the ANC and the Provincial Treasurer at the time.

H1

50.

It is evident from this letter that Mabuyakhulu confirms:

- i. He was the Treasurer of the ANC in KZN at all material times;
- ii. Having received R1 million (and not the full R1 053 000 as originally paid to Kuboni and Shezi by Intaka);
- iii. The R1 million was received in cash and verified to be R1 million;
- iv. The R1 million was used for various purposes related to the KZN ANC Provincial Conference which took place between 20 – 22 June 2008 (and must therefore have been received prior to this date);
- v. His stance and that of the ANC is that under no circumstances does the ANC wish to compromise its donors and / or its operations by disclosing information concerning same (assumed to refer specifically to the donors names and that is the reason why details of the donor are not included in this letter);
- vi. The R1 million donation was recorded in the Treasurer's report to the conference and included in the globular amount of R7 227 707 listed as donations in the income statement (assumed to refer to the year ended 29



February 2009).

51.

At the time of writing this letter Wills should have been fully aware, as was Mabuyakhulu, that the R1 million originated from Intaka an entity that had done business with the Department of LG & TA of which Mabuyakulu was the MEC at the time. In this position he signed various documents which referred to Intaka and the reasons why they should be appointed to supply the water purification plants.

52.

In fact some 10 months prior to this on 4 May 2009 Delani Mzila (**Mzila**), who Wills refers to in his letter dated 2 February 2010, signed an affidavit which he later says was drafted by the ANC's attorneys Ngubane Wills Inc. In this affidavit Mzila states amongst other things the following:

H2

- i. He is the finance manager for the ANC in KZN and was appointed in September 2006;
- ii. Confirms receipt of the donation of R1 million from a donor, who he was advised was Dr Savoi;
- iii. Shabalala *"advised the organisation that such a donation had been made, and, when the money was requested, Mr Shabalala brought the money to our offices in cash"*;
- iv. Aware that the money was used to pay for items related to the provincial congress held in August 2008.

53.

Mzila however signed a further affidavit dated 30 August 2010 wherein he stated the following which is significant:

H3

- i. *"As a financial manager my duties and responsibilities involved Financial Management and Bookkeeping;*
- ii. *When we receive donations we follow ANC internal processes;*

- iii. *A while after the conference I was approached by former Provincial Treasurer Mr Micheal Mabuyakhulu. He asked whether I had noticed that certain items of the budget for the conference have not been paid for by the ANC Provincial Treasurer's office and further informed me that these items had been paid for by donations money;*
- iv. *A few weeks later I received a call from Miss S Ngubane Wills Incorporated advising me that there is a matter under investigation by South African Police Services Commercial Crime relating to donations received by the ANC KZN. She further advised that she is acting for ANC KZN in the matter and she asked me to sign an affidavit that she prepared giving the circumstances of the donation;*
- v. *In my discussions with the Provincial Treasurer Mabuyakhulu, no amount or names were mentioned, save for saying items were paid for from money received in the form of donation. I have no knowledge of the donation;*
- vi. *I have been under the impression that the lawyer investigated this matter and that she verified all the details provided in the affidavit. I therefore became aware of the amounts and persons involved through the prepared affidavit".*

54.

The financial statements of the ANC KZN province for the year ended 31 March 2009, a copy of which was provided to the SAPS by Wills and extracts of which are attached to this report, contain the following accounting policy for income:

*"Income comprises councillors' levies, regional fees, donations, grants, rent and interest and is accounted for on a cash basis."*

H4/4

55.

The qualified report of the independent auditors, Manase & associates, includes the following:

*"In common with similar organisations, it is not feasible for organisations to institute accounting controls over cash collections from donations prior to the initial entry for collections in the accounting records. Accordingly, it was impracticable for us to extend our examination beyond the receipts actually recorded."*

H4/3

*Except for the effects of any adjustments which might have been necessary had it been possible for us to extend our examination of cash collections from donations, in our opinion, the financial statements fairly present the financial position of the African National Congress KwaZulu-Natal Province at 31 March 2009 and the results of its operations and cash flows for the year then ended in accordance with South African Statements of Generally Accepted Accounting Practice."*

56.

To date I have not received a copy of a receipt issued by the ANC when it allegedly received the R1 million. This is despite it being requested by SAPS. Mabuyakhulu has however stated that no receipt was issued and Savoi states in his affidavit as follows:

*"I have no knowledge of what happened to this money once it had been paid to the attorneys and do not know whether the party in fact received it – I have had no acknowledgement of this."*

B1/9

57.

It is also evident from the Intaka auditor's working papers that they never saw any proof that the ANC received the donation.

58.

Mabuyakhulu in an affidavit dated 19 October 2010 states that during his tenure as Provincial Treasurer of the ANC he was, inter alia, responsible for fund raising

H5



for the ANC. During 2005 he made a call to the ANC leadership and members to fundraise on behalf of the ANC. The funds were required for the ANC's day to day administration and for the ANC Provincial Conference which was to take place in June 2008. Shabalala was one of those who undertook to raise funds on behalf of the ANC and approximately two months (which would have been in April/May 2008) prior to the conference he informed Mabuyakhulu that he had fundraised and wished to pay the funds to the ANC. Shabalala handed him R1 million in cash, to the best of his recollection on 11 June 2008, when he was still the ANC Provincial Treasurer and that no receipt was issued therefore.

59.

He goes on to say in his affidavit that it is not the ANC's policy to disclose where private donations are received from nor is it policy to disclose how the funds are spent or disbursed. He does however say that the funds were used by him to defray expenses arising from the then upcoming June 2008 conference and that the funds were used by him in his capacity as Provincial Treasurer at the time.

60.

He states that a new Provincial Treasurer was elected in June 2008 and he has was not responsible for the manner in which the R1 million donation was treated in the next financial statements and cannot specifically say if the donation was included in the R7 227 707 listed as donations in the annual financial statements for the year ended 29 February 2009 or if it was included in the Treasurer's report to the Provincial Council. This contradicts what Wills stated in his letter dated 2 February 2010 after consulting with Mabuyakhulu "...save to say that the particular donation was included in the report to the conference in the Treasurer's report. Specifically it was included in the globular amount of R7 227 707 listed as donation in the income statement."

H1/2

61.

If the ANC had followed its own internal processes, as set out by Mzila and in the



financial statements, and the R1 million donation was received by the ANC, a receipt would have been issued and the donation of R1 million would have been accounted for in the records of the ANC. The fact that the donation was made by Intaka is well known and it would not have compromised the ANC's donors or their operations if the evidence of the receipt was provided.

62.

The fact that no evidence of the alleged receipt, apart from representations made on behalf of and by Mabuyakhulu or by Mzila on Mabuyakhulu attorney's instruction, has been made available for review can only be because the money was never received by the ANC or if it was Mabuyakhulu kept it outside the accounting system and mislead the ANC members and auditors in this regard. I can see no reason from an accounting perspective for the donation to be kept out of the ANC's accounting records unless it was not received or there was a reason to hide the source of these funds even although they had already been laundered through Kuboni and Shezi's Trust Account and Shabalala and Beatrice Shabalala's business entities.

H7

63.

No explanation has been provided by Mabuyakhulu as to why it took some 14 months from the date Intaka paid the donation to Kuboni and Shezi for the donation to allegedly be received by the ANC or what happened to the interest earned on this money during the 14 months or what happened to the R53,000, being the difference between the R1,053,000 paid by Intaka and the R1 million allegedly received by the ANC.

64.

If the money was received by the ANC, and was accounted for, it had to have been received after 1 April 2008 (as donations of only R334 640 was received in the year ended 31 March 2008) and before 20 June 2008 (the date of the KZN provincial Conference for which the funds were allegedly used). Mabuyakhulu has

H4/5

stated that it was received on about 11 June 2008.

65.

Based on the explanation provided by Mzila regarding the discussion he had with Mabuyakhulu, a while after the provincial conference, about the donations used to fund certain expenses it is evident that the issue of the receipt of this donation of R1 million and the creation of an explanation for the non accounting therefore was only started after enquiries in May 2008, and that Mabuyakhulu has played a significant role in assisting Shabalala with creating a scenario, no matter how improbable based on the documents, to support Savoi's explanation that the donation was to the ANC.

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66.

### Summary of Findings

- 1) On 12 March 2007 Intaka paid Kuboni R1,053,000 allegedly being a donation to the ANC that was requested by Shabalala from Dr Savoi, as detailed in Dr Savoi's affidavit. This followed the presentation of a fictitious Kuboni and Shezi invoice dated 14 February 2007 allegedly for legal services sent under Kuboni covering letter dated 15 February 2007. G8/11  
B1
- 2) The Intaka records, and those of Mazars, detail how the payment to Kuboni was first classified as legal fees, reclassified as consultancy fees and ultimately as a donation.
- 3) Kuboni and Shezi commenced disbursing the R1,053,000 against their client Salamax, linked to Shabalala and his wife Beatrice Shabalala, on 19 February 2007, being after 14 February 2007 the date of their invoice to Intaka, but prior to Kuboni and Shezi receiving the payment on 12 March 2007. This initial disbursement consisted of 5 cheques dated 19 February 2007 amounting to R300,795.73 in favour of various suppliers. These 5 payments and a further 24 payments made by Kuboni and Shezi amounting to R1,056,204.98, which is R3,204.98 more than was received by Kuboni and Shezi from Intaka, were for the benefit of entities in which Shabalala and/or his wife Beatrice Shabalala had an interest or was a director. This included 2 EFT payments to Blue G9/1-5  
G9  
G8/12-13

Serenity Investments bank account; Shabalala and Beatrice Shabalala are directors of this entity, amounting to R300,000.

- 4) The various directors and cheque signatories of Kuboni and Shezi, being Kuboni, Phindela, Thusi and Blose were involved in disburseing the R1 053 000 for the benefit of Shabalala and Beautrice Shabalala.
- 5) I have not identified any payment to the ANC out of the R1,053,000 as Savoi alleged this was a donation to the party. Savoi also alleged that Shabalala was the person who raised the issue of "a donation to the party". Kuboni attempted to disguise the true beneficiary of the money by allocating it to Salamax in the trust account records, whereas the true beneficiaries were Shabalala and his wife, and this had nothing to do with the ANC. B1
- 6) Mabuyakhulu alleged that he received R1 million in cash from Shabalala on behalf of the ANC (and not R1,053,000). There is no other evidence that the said money was received by the ANC and I have to date not been provided with a copy of a receipt issued by the ANC confirming receipt of R1 million. Mabuyakhulu has further not provided any explanation as to why it took 14 months from the date Kuboni received the R1,053,000 from the Intaka being 12 March 2007, until 11 June 2008 when Mabuyakhulu alleges he received R1 million from Shabalala. The latter only occurred after enquiries were made within the ANC regarding the donation in May 2007 as it was subject to an investigation by the DSO. H5

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I know and understand the contents of this statement.

I have no objection to taking the prescribed oath.

I consider the oath to be binding on my conscience.



Signed by Mr TS White

Date: 27 May 2011

Place: Durban



I certify that the deponent has acknowledged that she knows and understand the contents of this declaration, which was sworn to before me, and the deponent's signature was placed thereon in my presence at Mayville on the 27 day of May 2011.

  
2347017  
GN Guneshe  
 Signature of Commissioner of Oaths

Designation: Constable

Full names: Nomvula Guneshe

Street address: 148 Janszuis Highway

Mayville



## AFFIDAVIT

1.

I, the undersigned, GASTÓN SAVOI, hereby state the following under oath:

2.

I am the chairman of various companies in the Intaka group of companies, these being Intaka Manage (Pty) Ltd, Intaka Tech (Pty) Ltd and Intaka Nutri (Pty) Ltd (collectively referred to as the Intaka Group") all of which are limited liability companies incorporated and registered under the relevant laws of the Republic of South Africa and which have their respective principal places of business at 8 Bell Crescent, Westlake Business Park, Tokai, Cape Town, 7945.

3.

In the context of this affidavit, any references to "Intaka" or "my company" will, as the context will indicate, be a reference to one or all of the companies in the Intaka Group.

4.

To the extent necessary, I am duly authorised to make this affidavit and, unless expressly stated or the context otherwise indicates, the facts contained herein are both true and correct and within my personal knowledge and belief.

5.

I have been advised that the issues that have been raised and with which I should deal in this affidavit are, firstly, a certain donation that was paid by Intaka in February 2007 and, secondly, two commission payments paid by Intaka to Rowmoor Investments 738 (Pty) Ltd ("Rowmoor") in August 2007. I shall now deal with each of these issues.

*f. m. ad*

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6.

Having been born in Uruguay and having previously lived in Brazil for more than 17 years, I started visiting South Africa sporadically from 1990 with a view to identifying opportunities whereby my South American business could be extended to South Africa. In 2000 I bought a 50% share of what was called Shamwari Holdings, transforming same into what became known as the Mantis Collection, a group of luxury hotels and lodges (including Shamwari, Sanbona, Steenberg and Jock), developing South Africa as an important destination for South American clients. Once the extent of my investments increased, I obtained permanent residence in the country for my whole family and myself.

7.

In view of my shareholding in the Mantis Collection, I was invited, in 2003, to attend a meeting of the President's International Investment Council, which took place at the Steenberg Estate in Cape Town. During this meeting I met and had discussions with a number of key government role-players present about various issues, in particular, then Minister Phumzile Mlambo-Ngcuka together with Ministers Alec Erwin ("Minister Erwin") and Trevor Manuel.

8.

As I recall, Minister Erwin was responsible for Trade and Industry at that time and the persons whom I also met with him included Mr Alistair Ruiters, from Minister Erwin's Department, and the Minister's Special Adviser, Mr Rafiq Bagus ("Mr Bagus").

9.

In the course of our discussions, the nature of my other business interests was raised and Minister Erwin expressed interest in the self-generating oxygen and water purification plants produced by my company and which had already been in successful operation in many facilities in South America over a number of years.

J M A



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10.

Minister Erwin was of the view that the sort of technology involved could prove invaluable in the South African context and also made mention of the fact that for the 2003/2004 financial year, the province of KwaZulu-Natal ("KZN") was excluded from the ambit of the relevant national tender which would otherwise govern equipment of this kind. He therefore suggested that this should be followed up for possible pilot project purposes and identified Mr Bagus as the person who would facilitate the process of contacting the relevant persons in the KZN Provincial Government ("the KZNPG") and Trade and Investment KZN ("TIKZN").

11.

With the assistance of Mr Bagus, I therefore subsequently made contact with the relevant persons in TIKZN and the KZNPG and made various presentations to them. All persons whom we met and with whom we had discussions appeared eager to pursue the acquisition of our equipment.

12.

From information provided to Intaka by TIKZN and the KZNPG and from information that my company obtained independently, I became aware that KZN was facing – as it continues to do – formidable challenges in relation to the provision of potable drinking water, especially at clinics and community health centres under its control, given the documented high faecal and coliform counts in the Province's water supplies.

13.

The issue of Intaka possibly building a factory in KZN to manufacture water purification and treatment units and create jobs in KZN was also raised by TIKZN from the time of our initial discussions. In response, I indicated that, whilst we were always supportive of local economic development initiatives, we already had a factory in Cape Town and a decision as to whether or not to build a further factory in KZN would be based on business considerations such as the number of units ordered. (At the time, as I recall, there was some discussion about the possibility of 80 units for one area alone in KZN).

M. O.

14.

In addition, at this time, the question of a donation "to the party" was also raised, which I understood to refer to the ANC. As I recall, the person who did so was Mr Sipho Shabalala (Head: KZN Treasury) ("Mr Shabalala") and I was not averse to the idea of making such a donation as is a common procedure in any country. However, I did not pursue the matter any further at that time.

15.

Against this background and at Intaka's cost, I therefore arranged a fact-finding visit to South America (to São Paulo and Rio de Janeiro) for a delegation from KZN so that its members could see for themselves how both the self-generating oxygen and the water purification plants operated in order to assist the delegation in deciding whether the equipment might indeed prove useful in KZN. I might add that the discussions and actions thus far were entirely in accordance with my experience of international business.

16.

The visit took place from 20 to 23 March 2004 and members of the South African delegation included Mr Shabalala, Dr Moyo-Ndwandwa and Mrs Mngema (from TIKZN), Professor R W Green Thompson (the then head of the KZN Department of Health and now a Special Adviser to the National Minister of Health) ("Professor Green Thompson") and Mr Bagus. Persons whom the delegation met in South America included the Premier of São Paulo province, Mayors and other municipal officials as well as medical specialists at various facilities.

J.M. ad



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17.

On the delegation's return to South Africa, the KZNPG indicated that it was interested in pursuing both the issue of self-generating oxygen equipment as also the water purification plants, the key persons in the process of further discussions being Mr Shabalala and Professor Green Thompson.

18.

After some time, the KZNPG subsequently decided that an on-site oxygen and medical air generation plant should be installed at Murchinson Hospital in KZN as a pilot project, given, especially, the enormous potential savings on oxygen and medical gas costs that could result from the use of such equipment. In the interim, however, because of delays within the KZNPG in pursuing the pilot project in KZN, we held various discussions with the Western Cape Department of Health and installed an oxygen and medical air generation unit, also on a pilot project basis, for that Department at the Somerset Hospital in Cape Town.

19.

Apart from the issue of the oxygen and medical air unit, the KZNPG also decided that the purchase of a number of water purification plants (under the proprietary name, Wataka) should be pursued. At this time, I deal only with the issue of the Watakas, since this relates to the matters that I have been asked to deal with in this affidavit.

20.

Against this background, the KZNPG, via its Department of Local Government and Traditional Affairs, subsequently purchased 20 Wakaka units from my company at a unit cost of R2 228 181.82. The total amount involved was therefore R44 563 636.40 inclusive of VAT, the relevant Departmental contract/tender number being ZNT 1426/2005LS. I have no direct knowledge of the specific procedures followed within the KZNPG in order to purchase the equipment from Intaka but I have always assumed that whatever steps necessary to be taken departmentally, were in fact taken.

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21.

This amount referred to included the cost of the equipment ex works, excluding freight, installation, commissioning and materials.

22.

The initial Supplier's Advice (Order for Goods/Services) dated 15 March 2006 sent to Intaka was incorrect as it reflected only one unit at a total cost of R43 000 000.00. I attach a copy of such Supplier's Advice marked as "GS1".

23.

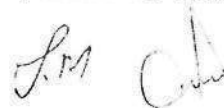
My company therefore raised the matter with the KZNPG and subsequently Intaka received a further Supplier's Advice dated 5 June 2006 with the correct number of units reflected on it inclusive of VAT. I also attach a copy of such Supplier's Advice marked as "GS2".

24.

Intaka therefore again raised the matter with KZNPG, which sent yet another Supplier's Advice dated 15 November 2006 reflecting the additional amount and also including the supply of 20 x one month's supply of chemicals, freight, installation and commissioning. I also attach a copy of the further Supplier's Advice marked as "GS3".

25.

As regards the installation of the 20 Watakas, this was, as per the Supplier's Advice dated 5 June 2006 to be "immediate" and was to take place in various municipalities as designated by the KZNPG.



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26.

However, the installation could not be effected immediately, apparently as a result of political and other difficulties in or in respect of the various municipalities chosen as sites for the Watakas by the KZNPG. There were also difficulties in securing our payment.

27.

Although the installation costs of the Watakas had been included in the amount for which Intaka has received a Supplier's Advice, various entities nevertheless subsequently approached Intaka with a view to entering into regional partnerships/joint ventures or obtaining information regarding Watakas and how they could become involved in the installation of these in KZN.

28.

The uncertainty surrounding the installation of the Watakas and payment for the equipment continued until early 2007, despite the best endeavours of a number of persons whom we approached including Mr Shabalala, who was always extremely helpful in trying to resolve the problems, although he advised that it was not within his control alone to resolve matters.

29.

Nevertheless, all our endeavours finally culminated in a visit to Intaka in Cape Town by Mr Heinz Kuhn ("Mr Kuhn"), a legal manager from the Department of Local Government and Traditional Affairs in KZN, in early 2007. Mr Kuhn apologised for all the problems that we had been experiencing in terms of trying to perform in terms of our contract, inspected the machines and authorised payment to be made to Intaka.

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30.

We have since supplied eight out of the original 20 Watakas to the KZNPG. I do not regard the fact that we received the entire payment before delivery of all 20 as meaning that we have received a pre-payment of any kind, since, by the time we were paid, the Watakas for the KZNPG had been standing for over a year at our premises in Cape Town and for which we had charged no storage fees. We had also forgone various other possible charges, which would have arisen in the course of a private sector contractual arrangement, for the sale of this sort of equipment.

31.

I note that the Watakas were finally "launched" with some publicity by the MEC for the Department of Local Government and Traditional Affairs in KZN on 5 April 2008, some two years after the initial purchase of the equipment.

32.

Be that as it may, when Intaka finally received payment in early 2007, I asked Mr Shabalala about the issue of the donation to the party, which had been originally been raised with right at the outset of the initial discussions in KZN. He informed me that Intaka would be sent an invoice against which we should make payment. I also note that, as a general rule, we make payments for any goods or services only against invoices and that we had been informed by our professional advisers that we should always obtain documentation in support of payments.

33.

Subsequently, I received an invoice from a firm of attorneys called Shezi and Kuboni for an amount of R1 032 000.00 inclusive of VAT, and which invoice was subsequently paid by Intaka. I attach a copy of this invoice and the supporting Intaka documentation showing payment as "GS4".

*J.M.* *C.*



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34.

I have no knowledge of what happened to this money once it had been paid to the attorneys and do not know whether the party in fact received it – I have had no acknowledgement of this. However, I confirm that no legal services as referred to in that invoice were ever rendered to Intaka by the attorneys concerned.

35.

Although I acknowledge that it is incorrect to have categorised the donation as legal expenses, I am not familiar with the manner in which political donations are sourced and dealt with in South Africa. I merely responded to the directions of Mr Shabalala in this regard. I feel I should also add that Mr Shabalala was one of the more helpful officials with whom we dealt in the KZNPG and that he has never requested a personal donation for himself from me.

36.

I turn now to the issue of the commissions paid to Rowmoor.

37.

In this regard, Mr Lindelihle Mkhwanazi ("Mr Mkhwanazi") with whom we had initially come into contact at an early stage during our discussions with various role-players in KZN, approached us expressing an interest in marketing our products in KZN. He indicated that he was already supplying stationery and other products to KZNPG departments and we therefore thought that there would be no harm in giving him an opportunity to market ours as well. (I would add that discussions with previous potential BEE business partners in KZN had come to naught). I cannot recall exactly when the initial discussions with Mr Mkhwanazi took place.

38.

We initially had in place, however, what I would describe as, a "gentlemen's agreement" in terms of which it was agreed that he would promote Intaka and its products within the geographical area of KZN/. The intention was that this would be followed-up with a formal sole agency agreement in terms of which *inter alia* he would be entitled to commission on all Intaka

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water purification and self-generating oxygen equipment sold in KZN, irrespective of whether he was the direct cause of the sale. (This is a standard approach reflected in our sole agency agreements). That this was not pursued at an early stage after the initial discussions and "agreement" is perhaps due in part to the fact that Intaka did not have a full-time Legal Counsel at that time and it was only subsequent to the appointment of Mr Raoul de Lange ("Mr De Lange") in February 2007 that a number of outstanding legal issues or issues with legal implications were followed-up.

39.

Be that as it may, however, at some point subsequent to our discussions with Mr Mkhwanazi, I was approached by Dr Buzi Nyembezi ("Dr Nyembezi"), the then Head : Department of Health, KZN, whom I had met previously together with the MEC for Health for KZN, Ms Peggy Nkonyeni. Dr Nyembezi enquired from me about the possible purchase of two Watakas for Rietvlei and Appelbosch Hospitals.

40.

Her approach to us flowed, as I understood it from certain statistics relating to water quality in parts of KZN which had given rise to certain concerns and which were apparently perceived as being in need of urgent attention. I do not know whether the MEC for Health was aware of the particular discussions but I assumed so since, from the inception of my acquaintance with them, it was my experience that the two women had always appeared to be working together very closely.

41.

I cannot recall exactly when I was initially approached by Dr Nyembezi in this regard, but, from the documentation in Intaka's possession, in particular, a letter/quotation dated 2 October 2006 addressed to Dr Nyembezi's PA, Ms Samantha Cheatle, it appears that our initial discussions in this regard took place some time prior to 26 September 2006. This is because that letter/quotation refers to a visit by our Technical and Industrial Director to the sites, before quoting a cost of R4 980 000.00 per unit, inclusive of VAT. A copy of this letter/quotation is attached as "GS5" and a copy of it was also sent to Dr Nyembezi on 3 October 2006; in this

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regard, I refer to the covering note to the fax and fax transmission sheet together attached as "GS6".

42.

Flowing from this, we received a letter dated 30 November 2006 from the Department accepting the quotation and attach a copy of this letter as "GS7" and Supplier's Advice (Order for Goods/Services) form, which was attached to the letter, as "GS8".

43.

In terms of our quotation, we had asked for a 50% payment on signature of the agreement (acceptance of our quotation). However, I subsequently received a letter from Dr Nyembezi in which she advised that this was not Governmental policy; a copy of this letter is attached as "GS9".

44.

The two Watakas were subsequently supplied as per the quotation and copies of the relevant Sales Order ("GS10") and Tax Invoice of 6 December 2006 ("GS11") are attached, as are also a letter from myself to Dr Nyembezi dated 12 December regarding the 50% issue (including fax transmission form) ("GS12"), three further tax invoices 311, 347 and 348 ("GS13", "GS14" and "GS15") and an extract from Intaka Tech's General Ledger in this regard ("GS16").

45.

Subsequent to the supply and installation of the two Watakas, we were not involved with the ongoing maintenance and became concerned about the need to ensure that the correct chemicals were being used and the proper maintenance procedures were followed. We therefore sent two letters both dated 23 April 2007 under the hand of our Commercial Director, Mr Fernando Praderi, to Mr Dladla, the Hospital Manager, at Appelbosch Hospital, and Mrs Keswa, the Hospital Nursing Manager, at Rietvlei Hospital drawing their attention to the need for caution if they continued to use their own products. Copies of these letters are respectively attached as "GS17" and "GS18". In addition, I also attach a copy of the letter sent to Dr Nyembezi under which copies of "GS17" and "GS18" were sent to her; this is attached as "GS19" and also includes proof of transmission of the fax.

J.M. Odu

12

46.

Reverting to the issue of Mr Mkhwanazi and the commissions paid to him, as already indicated, I was of the view that a "gentlemen's agreement" existed between us and that as a result he was entitled to commissions on the sale of the two Watakas (as detailed above).

47.

I do note that by the time payment for the two Watakas had been made to Intaka by the Department of Health, the standard sole agency agreement prepared by our Legal Counsel, Mr De Lange, had not yet been concluded with Mr Mkhwanazi. (After the agreement was prepared by Mr De Lange, the matter was also subsequently followed-up by our Commercial Department under the direction of Mr Fernando Praderi). However, in the spirit of the "gentlemen's agreement" I nevertheless believed the commission should be paid to him in respect of the two Wataka sales and therefore authorised that such payments be made. Copies of the documentation pertaining to these payments are attached as "GS20" and "GS21".

48.

The content of this declaration is true to the best of my knowledge and belief. I am aware that should it be submitted as evidence and I know something to be false or believe it not to be true, I could be liable to prosecution.

I have read this statement before signing it.

I know and understand the contents of this declaration.

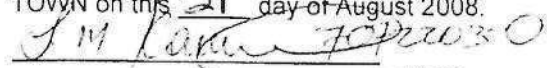
I have no objection in taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

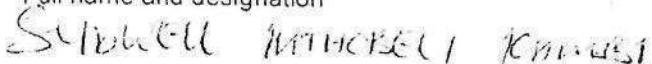
SIGNED AT CAPE TOWN ON THIS 21<sup>st</sup> DAY OF August 2008.

  
Signature of DR GASTÓN SAVOI

I certify that the deponent has acknowledged that he knows and understands the contents of this statement. This statement was sworn to before me and the deponent's signature was placed hereon in my presence at CAPE TOWN on this 21 day of August 2008.

  
Commissioner of Oaths

Full name and designation

  
Sybil Mkhwebane



**KUBONI & SHEZI ATTORNEYS**  
Attorneys and Conveyancers

**Attorney**  
Welcome Sandile Kuboni

P.O. Box 61282, Bishopsgate, 4008  
Docex DX 124 Durban  
e-mail address: kuboni@saol.com  
2<sup>nd</sup> Floor, Suite 202 Vareco House, 40 Masonic Grove, DURBAN  
South Africa

Tel No: (031) 3014164

Fax: (031) 307 4701

Dr G. Savoi  
Intaka Investments (Pty) Ltd  
P.O. Box 30085  
**TOKAI**  
CAPE TOWN  
7966

WSK/am/01/I 05/07

14 February 2007

**TAX INVOICE**  
**INTAKA INVESTMENTS 01/07**

DATE	DESCRIPTION	FEES	DISB
	To our fees for work done with the taking of instructions, telephone calls, correspondence, drafting of contracts, consultations, attending meetings, drafting legal opinions, correspondence and miscellaneous attendances (period 2003 to 2006)		
	<b>Total (Inclusive of Vat)</b>	<b>R1053000,00</b>	

VAT Reg. No. 4660207178

**KUBONI & SHEZI ATTORNEYS**

ATTORNEYS, CONVEYANCERS AND ADMINISTRATORS OF ESTATES

2<sup>nd</sup> Floor  
 Suite 202 Vareco House  
 30 Masonic Grove  
 DURBAN  
 4001

P O BOX 61282  
 BISHOPSGATE  
 4008  
 SOUTH AFRICA

TEL: (031) 301 4164/5

FAX: (031) 307 4701

DOCEX : 124  
 URBAN

e-mail

kuboni@saol.com

VAT Reg. No. 4660207178

PROFFESIONAL  
 ASSISTANTS:

JABULANI L. THUSI  
 B. PROC (UDW)

NOZIBELE P. PHINDELA  
 B. PROC (UNITRA)

MALIZO MJOKOVANA  
 B. PROC, LLB (NATAL)

BHEKUMUSA G. DLAMINI  
 B. PROC (NATAL)

IAN B. BLOSE  
 LLB (NATAL)

THOBKILE P. GUMEDE  
 LLB (UKZN)

SANDILE W. NGCAWENI  
 B. PROC (UKZN)

Our Reference: WSK/am/01/ 105/07

Your Reference :

Date: 15 February 2007

Dr G. Savoi  
 Intaka Investments (Pty) Ltd  
 P.O. Box 30085  
 TOKAI  
**CAPE TOWN**  
 7966

Dear Sirs

**INTAKA INVESTMENTS : 01/07**

Enclosed herewith our tax invoice for your attention.

Kindly note that our banking details are as mentioned below :-

Bank	:	Standard Bank
Branch	:	Main Branch
Account Number	:	050871994
Branch Code	:	040026
Type of Account	:	Current

Yours faithfully

**KUBONI & SHEZI ATTORNEYS**

DIRECTOR:

WELCOME SANDILE KUBONI B. JURIS (UFH) LL B (NATAL)

**KUBONI & SHEZI ATTORNEYS**

ATTORNEYS, CONVEYANCERS AND ADMINISTRATORS OF ESTATES

2<sup>nd</sup> Floor  
Suite 202 Vareco House  
30 Masonic Grove  
DURBAN  
4001

P O BOX 61282  
BISHOPSGATE  
4008  
SOUTH AFRICA

TEL: (031) 301 4164/5

FAX: (031) 307 4701

Our Reference: WSK/am/01/ 105/07

Your Reference :

Date: 14 February 2007

Dr G. Savoi  
Intaka Investments (Pty) Ltd  
P.O. Box 30085  
TOKAI  
**CAPE TOWN**  
7966

PO BOX : 124  
DURBAN

e-mail

kuboni@saoi.com

VAT Reg. No. 4660207178

PROFESSIONAL  
ASSISTANTS:

JABULANI L. THUSI  
B. PROC (UDW)

NOZIBELE P. PHINDELA  
3 (UNITRA)

MALIZO MJOKOVANA  
B. PROC, LLB (NATAL)

BHEKUMUSA G. DLAMINI  
B. PROC (NATAL)

IAN B. BLOSE  
LLB (NATAL)

THOBKILE P. GUMEDE  
LLB (UKZN)

SANDILE W. NGCAWENE  
B. PROC (UKZN)

Dear Sirs

**INTAKA INVESTMENTS : 01/07**

Enclosed herewith our proforma statement for your attention.

Kindly note that our banking details are as mentioned below :-

<b>Bank</b>	:	<b>Standard Bank</b>
<b>Branch</b>	:	<b>Main Branch</b>
<b>Account Number</b>	:	<b>050871994</b>
<b>Branch Code</b>	:	<b>040026</b>
<b>Type of Account</b>	:	<b>Current</b>

Yours faithfully

**KUBONI & SHEZI ATTORNEYS**

**KUBONI & SHEZI ATTORNEYS**

Attorneys and Conveyancers

**Attorney**

Welcome Sandile Kuboni

P.O. Box 61282, Bishopsgate, 4008

Docex DX 124 Durban

e-mail address: kuboni@saol.com

2<sup>nd</sup> Floor, Suite 202 Vareco House, 40 Masonic Grove, DURBAN  
South Africa

Tel No: (031) 3014164

Fax: (031) 307 4701

Dr G. Savoi  
Intaka Investments (Pty) Ltd  
P.O. Box 30085

**TOKAI**  
CAPE TOWN  
7966

WSK/am/01/I 05/07

14 February 2007

**PROFORMA STATEMENT OF ACCOUNT**  
**INTAKA INVESTMENTS 01/07**

DATE	DESCRIPTION	FEES	DISB
	To our fees for work to be done in connection with the taking of instructions, telephone calls, correspondence, drafting of contracts, consultations, attending meetings, drafting legal opinions, correspondence and miscellaneous attendances		
	Total (Inclusive of Vat)	R1053000,00	



# Send Result Report

## MFP

Firmware Version 2GM\_2000.004.008 2005.12.16

Job No.: 8078

Total Time: 0°00'21"

Page: 2

## Completed

Document Name: doc14022007163049

<b>KUBONI &amp; SHEZI ATTORNEYS</b> ATTORNEYS, CONVEYANCERS AND ADMINISTRATORS OF ESTATES	
2 <sup>nd</sup> Floor Suite 202 Vareco House 30 Masonic Grove DURBAN 4001  P O BOX 61282 BISHOPSGATE 4008 SOUTH AFRICA  TEL: (031) 301 4164/5 FAX: (031) 307 4701  DOCEX : 124 DURBAN  e-mail kuboni@saol.com VAT Reg. No. 4660207178	 Dr G. Savoi Intaka Investments (Pty) Ltd P.O. Box 30085 TOKAI <b>CAPE TOWN</b> 7966  Dear Sirs  <b><u>INTAKA INVESTMENTS : 01/07</u></b> Enclosed herewith our proforma statement for your attention.
Our Reference: WSK/am/01/ I Your Reference : Date: 14 February 20	

No.	Date and Time	Destination	Times	Result	Resolution/ECM
1	14/02/07 16:31	0217011914	0°00'21"	OK	200x200 Fine/On



Sandile Kuboni &lt;sandile.kuboni@gmail.com&gt;

**SALAMAX**

1 message

Jeanne Fick &lt;jeanne@vfc.co.za&gt;

Mon, May 4, 2009 at 4:15 PM

To: sandile.kuboni@gmail.com

Cc: ALVINA MATSAU &lt;kuboni@saol.com&gt;

Hi Sandile

This is the movement on Salamax account from beginning to our hand-over

**1S150 : Salamax**

Date	Source	Reference	Opening Balance as at 01/02/07	0.00
19/02/2007	Bank 1 Payment	2236BELL EQUIPMENT		72,586.50
19/02/2007	Bank 1 Payment	2237VARIQUIP C.C		80,000.00
19/02/2007	Bank 1 Payment	2238FARMERS AGRICARE		80,000.00
19/02/2007	Bank 1 Payment	2239YARA SA (PTY) LTD		38,209.23
19/02/2007	Bank 1 Payment	2241Trimbourne Agencies		30,000.00
27/02/2007	Bank 1 Deposit	Ddep74 Trfr Denets Reutz		(9,000,000.00)
02/03/2007	Bank 1 Payment	IFT24 EFT E R Browne		9,000,000.00
12/03/2007	Bank 1 Deposit	Ddep003 Deposit - Ntaka/Salamax		(1,053,000.00)
16/03/2007	Bank 1 Payment	IFT30 EFT - Salamax		200,000.00
		<b>Funds on hand 16/03/2007</b>		<b>(552,204.27)</b>

Regards

Jeanne K Fick  
 Chief Operating Officer  
 Victor Fernandes & Co  
 Chartered Accountants (SA)  
 Tele: 031-564 0272  
 Email: [Jeanne@vfc.co.za](mailto:Jeanne@vfc.co.za)

96/5

**PAYMENTS MADE OUT : SALAMAX : S 150/06**

1.	01/03/2007	E.R. BROWNE INC	R9 000 000,00
2.		E.R. BROWNE INC	R 113 471,33
3.	20/03	BLUE SERENITY	R 200 000,00
4.		BLUE SERENITY	R 100 000,00
5.		VARIQUIP	R 33 047,96
6.		VARIQUIP CC	R 80 000,00
7.	06/06/07	Variquip	R 7 714,44
8.		VARIQUIP	R 1 607,13
9.		TRIMBORN	R 33 745,50
10		TRIMBORN AGENCY CC	R 30 000,00
11	23/04/07	YARA S.A.	R 109 758,61
12.	19/02/07	YARA S.A.	R 38 209,23
13		BELL EQUIPMENT	R 72 586,50
14	10/05/07	BELL EQUIPMENT	R 16 862,66
15	06/6/07	BELL EQUIPMENT	R 14 526,34
16		UCL CO	R 10 506,30
17		FARMERS AGRICARE	R 80 000,00
18		GAP CHEMICALS	R 5 768,40
19		COMMUNITY WATCH	R 10 136,88
20		NATAL ARIAL SPRAY	R 7 292,40
21	09/07/07	BELL EQUIPMENT	R 4 000,00
22	09/07/07	VARIQUIP	R 9 553,09
23	10/07/07	U C C	R 6 093,99
24	10/07/07	ELECTROTECHNICAL AGENCY	R 2 017,00

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**R986 897,73**



**Standard  
Bank****Signing arrangements  
for Enterprise/Business accounts**

Hierdie vorm is ook in Afrikaans beskikbaar, vorm nommer 00141147

DURBAN

Branch

☒ Revised ☐ Additional

Date (YYYY-MM-DD) 2007-02-05

**Section A - Account details**

Account holder name Kuboni AND Sheri ATTORNEYS

Account number 050033077

Account number 050078178

Account number 050871994

The following signing arrangements will come into force on (date) (YYYY-MM-DD) 2007-02-05

and will be effective until (date or cancelled) (YYYY-MM-DD) UNTIL CANCELLED

**Section B - signing arrangements (Please ensure that all authorised signatories' details are included under Section F)**

I consent to the Bank making enquiries about my credit record with any credit reference agency and any other party to confirm any or all of the information provided by me.

I further consent to the Bank carrying out identity and fraud prevention checks on my personal particulars through the South African Fraud Prevention Service.

Full names	Signature	Capacity
WELCOME Sandoile Kuboni		SOLE PROPRIETOR

instructions (e.g. any two to sign jointly, any one to sign alone)

  
TO SIGN ALONE**Section C - Consents****Marketing/Research Consent**

As part of our service, companies in our group may provide you with information on products and services offered by them, that we believe will benefit you. In order to do this these companies will need your details from us. Please let us know if this suits you.

☐ Yes ☒ No

We sometimes tell our customers about other companies' products and services. We do so only if we believe that the information may be of interest to you. Your contact details remain confidential and are not given to these companies unless you indicate that you are interested in the offer. Please let us know if this suits you.

☐ Yes ☒ No

We sometimes research our market to help us improve our products and services. The research companies we use follow strict codes of conduct and treat customers' information confidentially. Please let us know if you are willing to be contacted for research purposes.

☐ Yes ☒ No



## Section D - Resolution

At a meeting of the Directors/Members/Trustees/Committee or Partners of (accountholders) \_\_\_\_\_

held at (place) \_\_\_\_\_ on (date) YYYY-MM-DD \_\_\_\_\_

it was resolved that the persons specified in Section B of this document are authorised in terms of this resolution to act as signatories in respect of the aforesaid account(s).


The Bank is authorised to issue chequebooks, bank statements/bank reports, stop payments and certificates/advices of balance relative to the account on the strength of an application signed by any one of the authorised signatories.

**Certification/Warranty**  
I/We certify that the information contained in this form is true and correct.

I/We certify that the information contained in this form is true and correct. I/We also warrant that I/we have the authority to sign on behalf of the applicant.

For Kubom: and Shez: ATTORNEYS  
(insert name of business, company, body, etc.)

Date  
(YYYY-MM-DD)

Name	Signature	Capacity	(YYYY-MM-DD)
WELCOME Samir Keshari		Sole Proprietor	2007-02-0

## Section E - Confirmation of amendments to Body Corporate and Informal Body signing arrangements

Where there is a **complete** change of signatories on Body Corporate and Informal Body accounts. Two outgoing signatories must confirm the new signing arrangements. Where this is not possible the branch must take steps to ensure that instructions to amend signing arrangement originate from a legitimate source.


Signature

Credit checks

Signature \_\_\_\_\_

Completed by \_\_\_\_\_ Personnel number 128699

Checked by W. J. [Signature] Personnel number 90571

Signature 

Completed by \_\_\_\_\_ Personnel number 125699

Checked by W. P. H. H. H. Personnel number 90571

Approved by \_\_\_\_\_ Personnel number 1111

Released by \_\_\_\_\_ Personnel number \_\_\_\_\_

# Section F - New signatories and related parties

Related party information and verification documents: Please ensure that all related parties of the accountholder are identified and relevant information is verified by reference to prescribed documentation.

## Natural persons

These are individuals who are the authorised signatories, agents, secondary cardholders, guardians of minors, members of close corporations, partners of a partnership including silent partners, persons who exercise executive control in a partnership, directors of companies, including all directors authorised to act on behalf of the company, shareholders of companies with 25% or more of the voting rights, trustees of a trust, beneficiaries of a trust, founders of a trust, manager of affairs of a foreign company based in the republic, principal executive officer of domestic companies.

## Record details of related parties

Full names	Identity/Passport number	Country of issue of passport	Nationality	Residential address	Contact telephone number	Capacity
1 WELCOME SPARBLE KABONI	710815788X	S.A	South African	113 CROSTON ROAD GLENMORE 4001	(031) 3014164	Sole Proprietor
2						
3						
4						
5						
6						
7						
8						
9						
10						

## Verification documents

☐ Power of Attorney/Mandate/Resolution/  
other legal document (if applicable)

☐ Death Certificate (If Founder of Trust is  
deceased)

☐ Foreign authorisation (Foreign Trusts)

☐ ID document/passport of related parties



☒ Revised ☐ Additional

 Branch Bucknow  
 Date (YYYY-MM-DD) 2007-05-31
**Section A - Account details**

 Registered name KUBONI AND SITHI ATTORNEYS

 Name of account KUBONI AND SITHI ATTORNEYS

Registration number

 Account number 050033077

 Account number 050871994

 Account number 050078178

 The following signing arrangements will come into force on (date) (YYYY-MM-DD) 2007-05-31

 and will be effective until (date or cancelled) (YYYY-MM-DD) cancelled
**Section B - signing arrangements (Please ensure that all authorised signatories' details are included under Section E)**

As indicated in section E of this document by means of a Y or Yes under column "Signatory to the account", we confirm that the instruction to sign is:

 (e.g. any two to sign jointly, any one to sign alone) ANY TWO TO SIGN JOINTLY

With the exception that:

The Bank is authorised to issue chequebooks, bank statements/bank reports, stop payments and certificates/advices of balance relative to the account on the strength of an application signed by any one of the authorised signatories.

**Section C - Resolution**

At a meeting of the Directors/Members/Trustees/Committee or Partners of (accountholders)

held at (place) on (date) YYYY-MM-DD

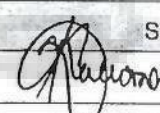
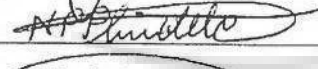
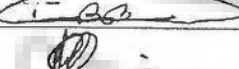
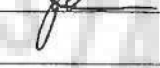
it was resolved that the persons specified in section E of this document are authorised in terms of this resolution to act as signatories in respect of the aforesaid account(s) in accordance with the instructions in section B.

The Bank is authorised to issue chequebooks, bank statements/bank reports, stop payments and certificates/advices of balance relative to the account on the strength of an application signed by any one of the authorised signatories.

**Certification/Warranty**


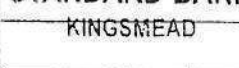
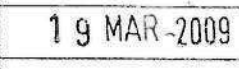
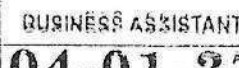
I/We certify that the information contained in this form is true and correct. I/We also warrant that I/we have the authority to sign on behalf of the applicant.

 For KUBONI AND SITHI ATTORNEYS

Name	Signature	Capacity	Date (YYYY-MM-DD)
<u>WILSON WILSON</u>		<u>SOLE PROPRIETOR</u>	<u>2007-05-31</u>
<u>PHILIP N. N. N.</u>		<u>AUTHORISED SIGNATORY</u>	<u>2007-05-31</u>
<u>JOSEPH L. L. L.</u>		<u>AUTHORISED SIGNATORY</u>	<u>2007-05-31</u>
<u>THOMAS J. J. J.</u>		<u>AUTHORISED SIGNATORY</u>	<u>2007-05-31</u>

**Section D - Confirmation of amendments to Body Corporate and Informal Body signing arrangements**

Where there is a complete change of signatories on Body Corporate and Informal Body accounts, two outgoing signatories must confirm the new signing arrangements. Where this is not possible, the branch must take steps to ensure that instructions to amend signing arrangements originate from a legitimate source.

Name	Signature
	
	
	
	



## Section E - related parties

**Natural persons**

These are individuals who are the authorised signatories, agents, secondary cardholders, guardians of minors, members of close corporations, partners of a partnership including silent partners, persons who exercise executive control in a partnership, directors of companies, including all directors authorised to act on behalf of the company, shareholders of companies with 25% or more of the voting rights, trustees of a trust, beneficiaries of a trust, founders of a trust, manager of affairs of a foreign company based in the Republic, principal executive officer of domestic companies.

**Credit Consent**

By clicking "I Agree" or "I Disagree" below, you consent to the Bank making enquiries about my/our credit record with any credit reference agency and any other party to confirm any or all of the information provided by me/us.

## Code of Banking Practice (COBP)

**Confirmation by applicant**

I/We acknowledge receipt of the "Basic Guide to Banking" brochure and I/we agree to read and ensure that I/we understand it.

**Record details of related parties - Only new signatories or related parties need to sign.**

Full names	Identity/Passport number	Country of issue of passport/Nationality	Residential address	Residential/Cell contact telephone number	Capacity	Signature	Signatory (Yes/No) on account
1. Kumbhari, Waman	7108185735000	S.A	113 E. 34th Street, 4001 Greenwich, 4001	031 301 4164	50W Greenway	[Signature]	Yes
2. Kumbhari, Waman	79219 042082	S.A	37 Omdur Court 91 Haspin Lane Buckley, 4001	083 494 6311	Amman	[Signature]	Yes
3. Kumbhari, Waman	800412221010	S.A	H 529 UNIT 21 TOWNSHIP P.O. UNIT 21 4001	073 2202504 031 908 2052	Amman	[Signature]	Yes
4. Kumbhari, Waman	780158508	S.A	Umanini Area Kwamukwa Estate Bortha's Hill 3600	082 772 6315 031 301 4164	Amman	[Signature]	Yes

STANDARD BANK  
KINGSLEAD  
19 MAR 2009  
BUSINESS ASSISTANT  
04-01-27



These are legal entities/businesses who are close corporations, partnerships, trusts, companies, other legal entities such as informal bodies, who are shareholders with 25% or more of the voting shares, partners including joint ventures, trustees, beneficiaries, founders in respect of the applicant.

**Record details of related parties**

Registered name/Name of Trust/Other legal entity	Registration number/Trust number	Legal form (e.g. Society)	Trade name	Registered address/ Master's address (Trusts)	Head office address (if multiple offices)	Physical business address



**Approval (For bank use only)**

Trade references, bank reports/statements/KYC

Completed by  Personnel number  Checked by

**Credit check**  
 Completed by  Personnel number  Approved by   
 Checked by  Personnel number  Released by

G 7/7

**SPECIAL POWER OF ATTORNEY**

KNOWN TO ALL MEN TO WHOM IT MAY CONCERN  
that I, the undersigned,

**WELCOME SANDILE KUBONI**IDENTITY NUMBER : **710818 5788 084**

do hereby nominate, constitute and appoint :-

**IAN BUHLEBAKHE BLOSE** : Identity Number: **800412 5541 080****NOZIBELE PRISCILLA PHINDELA** : Identity Number : **791219 0420 082**

and

**JABULANI LANGELIHLE THUSI** : Identity Number : **780418 5445 085**

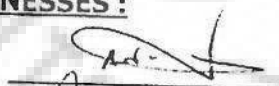
to be lawful signatories in the business account number 050033077 and the trust account  
number 050871994 held under the name of Kuboni and Shezi Attorneys as from the 10<sup>th</sup>  
May 2007

**THUS DONE AND EXECUTED AT DURBAN ON THE 17 DAY OF MAY 2007**

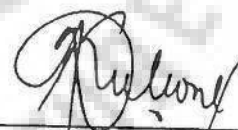
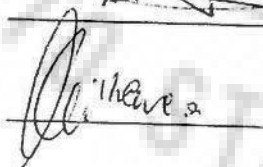
In the presence of the undersigned witnesses :

**AS WITNESSES :**

1.



2.

**W.S. KUBONI**

47/8

2017387

## GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

## REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I.D.No. 710818 5788 08 4



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME

KUBONI

VOORNAME/FORENAMES

WELCOME SANDILE

GEBORTEDISTRIK OF LAND/  
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBORTEDATUM/  
DATE OF BIRTH

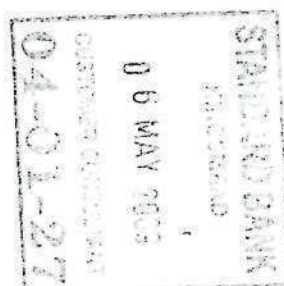
1971-08-18

DATUM UITGEREIK  
DATE ISSUED

2004-06-10

UITGEREIK OP OESAG VAN DIE  
DIREKTEUR-GENERAAL:  
BINNELANDSE SAKEISSUED BY AUTHORITY OF THE  
DIRECTOR-GENERAL:  
HOME AFFAIRSCERTIFIED TRUE  
COPY

**JABULANI LANGELIHLE THUSI**  
PRACTISING ATTORNEY  
COMMISSIONER OF OATHS RSA  
3rd. FLOOR  
40 MASONIC GROVE  
DURBAN 4001





GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREISTREERDE, WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

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I.D.No. 791219 0420-08 2



S.A. BURGER/S.A. CITIZEN

VAN/SURNAME

PHINDELA

VOORNAME/FORENAMES

NOZIBELE PRISCILLA

GEBOORTEDISTRIK OF -LAND/  
DISTRICT OR COUNTRY OF BIRTH

SOUTH AFRICA

GEBOORTEDATUM/  
DATE OF BIRTH

1979-12-19



DATUM UITGEREIK  
DATE ISSUED

1997-02-04

UITGEREIK OP GESAG VAN DIE  
DIREKTEUR-GENERAAL:  
BINNELANDSE SAKE

ISSUED BY AUTHORITY OF THE  
DIRECTOR-GENERAL:  
HOME AFFAIRS





G7/10

<p>GEREGISTREERDE WOON- EN POSADRES</p> <p>1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.</p> <p>2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.</p>	<p>1</p> <p>I.D.No. 800412 5541 08 0</p>  <p>S.A.BURGER/S.A.CITIZEN</p> <p>VAN/SURNAME <b>BLOSE</b></p> <p>VOORNAME/FORENAMES <b>IAN BUHLEBAKHE</b></p> <p>GEBOORTEDISTRIK OF-LAND/ DISTRICT OR COUNTRY OF BIRTH <b>SOUTH AFRICA</b></p> <p>GEBOORTEDATUM/ DATE OF BIRTH <b>1980-04-12</b></p> <p>DATUM UITGEREIK DATE ISSUED <b>1998-03-18</b></p> <p>UITGEREIK OP GESAG VAN DIE DIREKTEUR-GENERAAL: BINNELANDSE SAKE</p> <p>ISSUED BY AUTHORITY OF THE DIRECTOR-GENERAL: HOME AFFAIRS</p>
<p>REGISTERED RESIDENTIAL AND POSTAL ADDRESS</p> <p>1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.</p> <p>2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.</p>	

H529 Umlazi Township

P O Umlazi

4031

Tel: (031) 908 5052

073 2202 504



B 3784257  
DEPARTMENT HOME AFFAIRS  
REPUBLIC OF SOUTH AFRICA

83/BI - 5



PARTICULARS FROM THE POPULATION REGISTER I.R.O.:

# IDENTITY/IDENTITEIT

IDNO:  
IDNR:

780418 5445 08-5

SURNAME:  
VAN

THUSTO

FIRST NAME:  
VOORNAME

JABULANI LANGELHLE



DATE OF BIRTH:  
GEBOORTEDATUM:

1978-04-18

2007-05-24

DATE ISSUED:

DATUM UITGEREIK: 2007-05-24

ISSUED BY:

GREYVILLE 4023

UITGEREIK DEUR: DURBAN 0570 (83)

OFFICE CODE:

(VALID FOR 3 MONTHS FROM DATE OF ISSUE)  
(GELDIG VIR 3 MAANDE VANAF UITREIKINGSDATUM)





C50871994

DURBAN  
PO BOX 47047  
GREYVILLE 4023

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61262  
BISHOPSGATE  
4008

DURBAN CC26  
MONTHLY MAIL

The Standard Bank of South Africa  
Limited  
Registered Bank  
Reg No. 1962/CC0738/06  
VAT Reg No. 4100105461  
Customer Care Centre : 0860 101 341  
26 January 2007  
045215685

Statement No 106  
VAT Reg. No.  
Page 1 of 4

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Month-end Balance	R 3.598.174,60					
Details	Service Fee	Debits	Credits	Date		Balance
BALANCE BROUGHT FORWARD				12 27		2.413.747,65
MAGTAPE CREDIT 9805 BASDAS						
NAT:SASSA000015322		1.111.985,01		12 29		3.525.732,66
MAGTAPE CREDIT 9806 WHEELS						
BGD/IK/01/M67		57.500,00		12 29		3.583.232,66
CREDIT INTEREST ACC						
C50871994		14.941,94		12 30		3.598.174,60
MAGTAPE CREDIT 9893 BASDAS						
NAT:SASSA000015409		392.170,21		01 03		3.990.344,81
CREDIT TRANSFER 9082						
WHEELS BGD/IK/01/M67		57.500,00		01 05		4.047.844,81
MAGTAPE CREDIT 9093 INDIZA		300.960,00		01 06		4.348.804,81
MORTGAGE SETTLEMENT 9048						
ABSA BOND 8065712909		82.613,97		01 09		4.431.418,78
MAGTAPE CREDIT 9052 BASDAS						
NAT:SASSA000016155		381.674,00		01 10		4.813.292,78
CASH DEPOSIT ALVINA						
THEKWINI 056		2.000,00		01 10		4.816.092,78
** CHEQUE 102200	15,50	348.048,09-		01 10		4.468.044,69
CHEQUE 102197	15,50	18.532,53-		01 10		4.449.512,16
CHEQUE 102199	15,50	6.074,00-		01 10		4.443.438,16
CASH DEPOSIT FEE -						
BRANCH ACC 050871994						
DEP BCH 5226	##	25,72-		01 10		4.443.412,44
CHEQUE 102202	15,50	57.000,00-		01 11		4.386.412,44

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%  
Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

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26 January 2007  
045215685THE PROPRIETOR  
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4008DURBAN 0026  
MONTHLY MAILStatement No 106  
VAT Reg. No.  
Page 2 of 4

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Account Number Date	Balance
BALANCE BROUGHT FORWARD				05 087 199 4	4.386.412,44
CHEQUE 102196	15,50	2.957,79-		01 11	4.383.454,65
IB PAYMENT FROM ATTORNEY DIV			4.500,00	01 12	4.387.954,65
CASH DEPOSIT ALVINA THEKWINI CCC			1.000,00	01 12	4.388.954,65
CHEQUE 102203	4,15	50,00-		01 12	4.388.904,65
CHEQUE 102210	15,50	191.409,22-		01 12	4.197.495,43
CHEQUE 102208	15,50	219.293,17-		01 12	3.978.202,26
CHEQUE 102212	15,50	582.950,00-		01 12	3.395.252,26
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	11,50-		01 12	3.395.240,76
CHEQUE 102206	15,50	219.173,07-		01 13	3.176.067,69
CHEQUE 102209	15,50	75.965,47-		01 13	3.100.102,22
CHEQUE DEPOSIT C313014164 ALVINA			30.000,00	01 15	3.130.102,22
CHEQUE 102211	15,50	25.000,00-		01 15	3.105.102,22
MAGTAPE CREDIT 9228 BASDAS NAT:SASSA000016333			1.054.800,00	01 16	4.159.902,22
IB TRANSFER TO 05-003-307-7 09H48					
936002247	3,60	300.960,00-		01 16	3.858.942,22
CHEQUE 102214	6,33	250,00-		01 16	3.858.692,22
CASH DEPOSIT ALVINA 031-3014164			640,00	01 17	3.859.332,22
CHEQUE CASHED 102216	15,50	28.750,00-		01 17	3.830.582,22

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Page 3 of 4

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Account Number 05 087 199 4 Date	Balance
BALANCE BROUGHT FORWARD					3.830.582,22
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0026	##	8,66-	01 17		3.830.573,56
CHEQUE DEPOSIT ALVINA THEKWINI 393		303,05	01 18		3.830.876,61
CASH DEPOSIT MNGONYAMA ZL PORT SHEPSTO 475		3.000,00	01 19		3.833.876,61
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 7628	##	27,30-	01 19		3.833.849,31
CASH / CHEQUE DEPOSIT ALVINA THEKWINI 025		3.150,00	01 22		3.836.999,31
CASH DEPOSIT SIBUSISO DLAMI NI 0833605033		90.000,00	01 22		3.926.999,31
CHEQUE 102207	15,50	144.447,75-	01 22		3.782.551,56
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	4,79-	01 22		3.782.546,77
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 1642	##	714,60-	01 22		3.781.832,17
CASH DEPOSIT ALVINA THEKWINI 057		1.000,00	01 23		3.782.832,17
CHEQUE 102219	15,50	23.686,63-	01 23		3.759.145,54
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	11,50-	01 23		3.759.134,04
CASH DEPOSIT ALVINA THEKWINI 696		5.200,00	01 24		3.764.334,04

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GREYVILLE 4023

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VAT Reg No. 4100105461  
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26 January 2007  
C45215685

THE PROPRIETOR  
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4008

DURBAN 0026  
MONTHLY MAIL

Statement No 106  
VAT Reg. No.  
Page 4 of 4

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					3.764.334,04
CHEQUE 102155	6,00	220,00-		01 24	3.764.114,04
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	44,66-		01 24	3.764.069,36
CASH DEPOSIT GLADYS DURBAN 955			1.000,00	01 26	3.765.069,36
** CHEQUE CASHED 102215 CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 0026	15,50	29.250,00-		01 26	3.735.819,36
	##	11,50-		01 26	3.735.807,86

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

## Missing Cheques

These cheques have not yet been received and therefore are not included with this statement. If received these cheques will be included with your next statement.

Serial no	Amount	Serial no	Amount
102200	348.048,09-	102215	29.250,00-

## Fee Structure

Overdraft Rate\* :17,000%

Service Fee for cheques  
and certain specified  
debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50 )

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit  
[www.standardbank.co.za](http://www.standardbank.co.za)

Please verify all transactions reflected on this statement and notify any

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26 February 2007  
045215685

THE PROPRIETOR  
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4008

DURBAN 0026  
MONTHLY MAIL

Statement No 107  
VAT Reg. No.  
Page 1 of 4

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT		Account Number 05 087 199 4			
Month-end Balance	R 3.758.501,52				
Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				01 27	3.735.807,86
CHEQUE 102213	13,17	878,00-		01 29	3.734.929,86
MAGTAPE CREDIT 9131 DVC SANDILE			2.000,00	01 30	3.736.929,86
CASH DEPOSIT ANELE DIKANE DURBAN 935			1.500,00	01 31	3.738.429,86
CREDIT INTEREST ACC 050871994			20.087,11	01 31	3.758.516,97
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 0026	##	15,45-		01 31	3.758.501,52
CHEQUE 102218	15,50	1.900,00-		02 05	3.756.601,52
MORTGAGE SETTLEMENT 9052 ABSA BOND 8066072506			236.401,90	02 06	3.993.003,42
CHEQUE DEPOSIT ALVINA THEKWINI 433			10.570,00	02 06	4.003.573,42
CHEQUE 102221	15,50	66.612,96-		02 06	3.936.960,46
CHEQUE 102220	15,50	1.054.800,00-		02 06	2.882.160,46
CHEQUE 102222	15,50	11.108,67-		02 06	2.871.051,79
CHEQUE 102223	15,50	1.587,90-		02 06	2.869.463,89
CHEQUE DEPOSIT ALVINA THEKWINI 228			120.000,00	02 07	2.989.463,89
CHEQUE 102227	15,50	55.575,00-		02 07	2.933.888,89
CHEQUE 102225	15,50	179.806,90-		02 07	2.754.081,99
## These fees are inclusive of VAT at 14,00%					

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.



58/1

C50871994

DURBAN  
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GREYVILLE 4023

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26 February 2007  
045215685

THE PROPRIETOR  
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PO BOX 61282  
BISHOPSGATE  
4008

DURBAN CC26  
MONTHLY MAIL

Statement No 107  
VAT Reg. No.  
Page 2 of 4

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.754.081,99
CHEQUE 102229	13,12	873,05-	02 09		2.753.208,94
MAGTAPE CREDIT 9511 BASDAS NAT:SASSACCC018591		1.010.360,62	02 12		3.763.569,56
CASH DEPOSIT ZL MNGONYAMA 0828143299		1.000,00	02 12		3.764.569,56
CASH DEPOSIT FEE - BRANCH ACC C50871994					
DEP BCH 0023	##	11,50-	02 12		3.764.558,06
CHEQUE 102234	15,50	8.000,00-	02 13		3.756.558,06
CREDIT TRANSFER 9163 NEDBANK BOND PAY 8142914570901		117.736,35	02 14		3.874.296,41
CASH DEPOSIT ALVINA C31 301 4160		600,00	02 14		3.874.896,41
IB PAYMENT TO MARIO PAULINE LISO 936002247	14,50	4.200,00-	02 14		3.870.696,41
CHEQUE 102233	15,50	31.560,62-	02 14		3.839.135,79
CASH DEPOSIT FEE - BRANCH ACC C50871994					
DEP BCH 0026	##	8,34-	02 14		3.839.127,45
CHEQUE 102230	15,50	906.000,00-	02 15		2.933.127,45
CASH DEPOSIT ALVINA THEKWINI 129		800,00	02 19		2.933.927,45
CHEQUE CASHED 102235	15,50	2.300,00-	02 19		2.931.627,45
CASH DEPOSIT FEE - BRANCH ACC C50871994					
DEP BCH 5226	##	9,92-	02 19		2.931.617,53
CASH DEPOSIT MNGONYAMA ZL UMZIMKULU SE 065		3.000,00	02 20		2.934.617,53

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58/

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Page 3 of 4

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.934.617,53
CHEQUE 102252	15,50	3.000,00-	02 20		2.931.617,53
CHEQUE 102250	15,50	15.824,84-	02 20		2.915.792,69
CHEQUE 102249	15,50	13.200,00-	02 20		2.902.592,69
CHEQUE 102253	15,50	79.188,80-	02 20		2.823.403,89
CHEQUE 102237	15,50	80.000,00-	02 20		2.743.403,89
CHEQUE 102241	15,50	30.000,00-	02 20		2.713.403,89
CHEQUE 102246	15,50	23.064,99-	02 20		2.690.338,90
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 0023	##	27,30-	02 20		2.690.311,60
CASH / CHEQUE DEPOSIT ALVINA THEKWINI 988		52.800,00	02 21		2.743.111,60
CHEQUE 102238	15,50	80.000,00-	02 21		2.663.111,60
CHEQUE 102239	15,50	38.209,23-	02 21		2.624.902,37
CHEQUE 102242	4,15	50,00-	02 21		2.624.852,37
CHEQUE 102244	4,69	100,00-	02 21		2.624.752,37
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	412,82-	02 21		2.624.339,55
CASH DEPOSIT ALVINA DURBAN 536		200,00	02 22		2.624.539,55
CHEQUE 102236	15,50	72.586,50-	02 22		2.551.953,05
CHEQUE 102243	15,50	10.000,00-	02 22		2.541.953,05
CHEQUE 102248	14,72	1.020,00-	02 22		2.540.933,05

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

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DURBAN  
PO BOX 47047  
GREYVILLE 4023

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

The Standard Bank of South Africa  
Limited  
Registered Bank  
Reg No 1962/000738/06  
VAT Reg No. 4100105461  
Customer Care Centre : 0860 101 341  
26 February 2007  
045215685

Statement No 107  
VAT Reg. No.  
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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.540.933,05
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0026	##	5,18-	02 22		2.540.927,87
MAGTAPE CREDIT 9619 BASDAS					
NAT:SASSA000020091		334.089,26	02 23		2.875.017,13
CHEQUE DEPOSIT ALVINA					
DURBAN ABC 580		7.201,95	02 23		2.882.219,08
CHEQUE 102232	15,50	64.800,00-	02 24		2.817.419,08
CASH / CHEQUE DEPOSIT					
ALVINA THEKWINI 790		5.500,00	02 26		2.822.919,08
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	11,50-	02 26		2.822.907,58

## These fees are inclusive of VAT at 14,00%

Additional Cheques

Additional cheques included with this statement - these cheques have been reflected on previous statements.

Serial No	Amount	Serial No	Amount
102215	29.250,00-		

Fee Structure

Overdraft Rate\* :17,000%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50)

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

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Statement No 108  
 VAT Reg. No.  
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### BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Account Number 05 087 199 4

On 07 March the usury maximum lending rate increased to 23.00%.

The interest rate applicable to your account is shown at the bottom of this statement. Should you require information on credit interest rates please visit our website [www.standardbank.co.za](http://www.standardbank.co.za).

Month-end Balance R 11.456.173,82

Details	Service	Debits	Credits	Date	Balance
	Fee			02 27	2.822.907,58
BALANCE BROUGHT FORWARD					
INTERBANK CREDIT TRANSFER					
DENETS REUTZ M AB62		9.000.000,00		02 27	11.822.907,58
CHEQUE 102255	15,50	334.089,26-		02 27	11.488.818,32
CHEQUE 102254	4,15	50,00-		02 27	11.488.768,32
CASH DEPOSIT GLADYS					
THEKWINI 993		1.500,00		02 28	11.490.268,32
CHEQUE 102256	15,50	50.000,00-		02 28	11.440.268,32
CREDIT INTEREST ACC					
050871994		15.920,95		02 28	11.456.189,27
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	15,45-		02 28	11.456.173,82
CASH DEPOSIT ALVINA					
THEKWINI 569		600,00		03 01	11.456.773,82
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	8,34-		03 01	11.456.765,48
CASH DEPOSIT 0313014164					
ALVINA		4.600,00		03 02	11.461.365,48
INTERBANK TRANSFER E.R.					
BROWNE IN					
0703020026NP7325	15,50	9.000.000,00-		03 02	2.461.365,48

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.



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26 March 2007  
045215685

Statement No 108  
VAT Reg. No.  
Page 2 of 3

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Account Number 05 087 199 4 Date	Balance
BALANCE BROUGHT FORWARD					2.461.365,48
FEE - INTERBANK TRANSFER	##	780,00-	03 02		2.460.585,48
CHEQUE 102175	6,00	220,00-	03 02		2.460.365,48
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	39,94-	03 02		2.460.325,54
CASH DEPOSIT ALVINA THEKWINI 392		2.000,00	03 05		2.462.325,54
IR TRANSFER TO 05-003-307-7 08H36 936002247	3,60	15.000,00-	03 05		2.447.325,54
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	19,40-	03 05		2.447.306,14
CASH DEPOSIT ALVINA THEKWINI 896		2.000,00	03 06		2.449.306,14
TRANSFER FROM DLAMINI DURBAN ABC 018		7.139,92	03 06		2.456.446,06
CHEQUE 102259	4,15	50,00-	03 06		2.456.396,06
CHEQUE 102258	9,04	499,01-	03 06		2.455.897,05
CHEQUE 102257	4,15	50,00-	03 06		2.455.847,05
CHEQUE 102260	15,50	2.356,07-	03 06		2.453.490,98
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	19,40-	03 06		2.453.471,58
CASH DEPOSIT ALVINA 031-3014164		1.000,00	03 07		2.454.471,58
TRANSFER FROM REF 181/07 NR DAMINI		64.000,00	03 07		2.518.471,58

## These fees are inclusive of VAT at 14,00%  
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Statement No 108  
VAT Reg. No.  
Page 3 of 5

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4  
Date Balance

Service	Debits	Credits	Date	Balance
Fee				
BALANCE BROUGHT FORWARD				2.518.471,58
IB TRANSFER TO				
05-003-307-7 08H48				
936002247	3,60	20.000,00-	03 07	2.498.471,58
CHEQUE 102198	15,50	1.306,02-	03 07	2.497.165,56
CHEQUE 102261	15,50	4.469,52-	03 07	2.492.696,04
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEP BCH 0026	##	11,50-	03 07	2.492.684,54
CHEQUE 102251	11,78	750,00-	03 08	2.491.934,54
CASH DEPOSIT ALVINA				
DURBAN 104		200,00	03 09	2.492.134,54
IB TRANSFER TO				
05-003-307-7 08H01				
936002247	3,60	15.000,00-	03 09	2.477.134,54
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEP BCH 0026	##	5,18-	03 09	2.477.129,36
CREDIT TRANSFER 9359				
INTAKA INVESTMENTS		1.053.000,00	03 12	3.530.129,36
CHEQUE 102262	5,24	150,00-	03 12	3.529.979,36
MAGTAPE CREDIT 9851 BASDAS				
NAT:SASSA000021941		342.334,15	03 13	3.872.313,51
CASH DEPOSIT GLADYS				
THEKWINI 091		4.956,73	03 13	3.877.270,24
CHEQUE CASHED 102266	15,50	5.000,00-	03 13	3.872.270,24
IB TRANSFER TO				
05-003-307-7 08H55				
936002247	3,60	100.000,00-	03 13	3.772.270,24
CHEQUE 102265	15,50	9.000,00-	03 13	3.763.270,24

## These fees are inclusive of VAT at 14,00%

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Statement No 108  
VAT Reg. No.  
Page 4 of 5

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4  
Date

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					3.763.270,24
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	42,76-	03 13		3.763.227,48
MAGTAPE CREDIT 9127 ABSA					
BANK MM JOYISA ERF 1283		55.000,00	03 14		3.818.227,48
MAGTAPE CREDIT 9128 ABSA					
BANK MM JOYISA ERF 1283		3.189,07	03 14		3.821.416,55
CHEQUE 102267	15,50	1.549,89-	03 14		3.819.866,66
CHEQUE 102268	5,43	168,00-	03 15		3.819.698,66
CHEQUE 102269	15,50	1.456,21-	03 15		3.818.242,45
CASH DEPOSIT ALVINA					
THEKWINI 211		400,00	03 16		3.818.642,45
INTERBANK TRANSFER N.T.					
KHUMALO 0703160026NP9846	15,50	50.000,00-	03 16		3.768.642,45
INTERBANK TRANSFER BLUE					
SERENITY					
0703160026NP9845	15,50	200.000,00-	03 16		3.568.642,45
FEE - INTERBANK TRANSFER	##	200,00-	03 16		3.568.442,45
FEE - INTERBANK TRANSFER	##	104,00-	03 16		3.568.338,45
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	6,76-	03 16		3.568.331,69
CHEQUE 102264	15,50	289.446,00-	03 19		3.278.885,69
CASH DEPOSIT ALVINA					
THEKWINI 256		1.400,00	03 22		3.280.285,69

## These fees are inclusive of VAT at 14,00%

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26 March 2007  
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Statement No 108  
VAT Reg. No.  
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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4  
Date Balance

Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				3.280.295,69
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEP BCH 5226	##	14,66-	03 22	3.280.271,03
CASH DEPOSIT MNGONYAMA ZL				
0828143299		3.000,00	03 23	3.283.271,03
CASH DEPOSIT ALVENA				
THEKWINI 927		3.000,00	03 23	3.286.271,03
INTERBANK TRANSFER				
SERENITY INVES				
0703230026NP0707	15,50	100.000,00-	03 23	3.186.271,03
FEE - INTERBANK TRANSFER	##	104,00-	03 23	3.186.167,03
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEP BCH 0023	##	27,30-	03 23	3.186.139,73
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEP BCH 5226	##	27,30-	03 23	3.186.112,43
CASH DEPOSIT ANBLE DIKANE				
THEKWINI 692		500,00	03 26	3.186.612,43
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEP BCH 5226	##	7,55-	03 26	3.186.604,88

## These fees are inclusive of VAT at 14,00%

Fee Structure

Overdraft Rate : 17,00%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3,00 + 1,09 % of transaction value (maximum R15,50)

\*Overdraft facilities are subject to the bank's terms and conditions.

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GREYVILLE 4043

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DURBAN 0026  
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Customer Care Centre : 0860 101 341  
26 April 2007  
045215805

Statement No 109  
VAT Reg. No.  
Page 2 of 5

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					3.962.213,50
MAGTAPE CREDIT 9041 BASDAS NAT:SASSA000024548			211.906,21	04 03	4.174.119,71
CHEQUE 102270	5,89	210,00-		04 03	4.173.909,71
MAGTAPE CREDIT 9244 BASDAS NAT:SASSA000024753			525.007,06	04 04	4.698.916,77
CASH / CHEQUE DEPOSIT ANELE DIKANE DURBAN 431			1.085,00	04 04	4.700.001,77
CHEQUE 102271	15,50	3.694,17-		04 04	4.696.307,60
CASH DEPOSIT FEE BRANCH ACC 050871994					
DEP BCH 0026	##	9,92-		04 04	4.696.297,68
CHEQUE 102273	15,50	117.500,00-		04 05	4.578.797,68
CHEQUE 102283	15,50	1.233,66-		04 05	4.577.564,02
CHEQUE 102276	15,50	805.535,88-		04 05	3.772.028,14
CHEQUE 102272	15,50	195.325,19-		04 05	3.576.702,95
CHEQUE 102282	15,50	3.777,13-		04 05	3.572.925,82
CHEQUE 102284	4,15	50,00-		04 07	3.572.875,82
CHEQUE 102281	4,15	50,00-		04 07	3.572.825,82
CASH DEPOSIT ALVINA DURBAN 777			1.000,00	04 10	3.573.825,82
CHEQUE 102279	5,71	285,00-		04 10	3.573.540,82
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 0026	##	11,50-		04 10	3.573.529,32
CASH DEPOSIT ALVINA TREPWINI 292			100,00	04 11	3.573.629,32

\*\* These cheques have not yet been received and are therefore not included with this statement

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.



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Customer Care Centre : 0860 101 341  
26 April 2007  
045215685

Statement No 109  
VAT Reg. No.  
Page 3 of 5

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4

	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					3.573.629,32
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	4,39-	04 11	3.573.624,93	
CHEQUE 102294	15,50	39.047,96-	04 13	3.540.576,97	
CHEQUE 102293	15,50	113.471,33-	04 13	3.427.105,64	
CHEQUE 102292	15,50	108.557,72-	04 13	3.318.547,92	
CASH DEPOSIT UNATHD DURBAN 502		1.740,00	04 16	3.320.287,92	
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0026	##	17,35-	04 16	3.320.270,57	
CASH DEPOSIT ZL MNCONYAMA 0828143299		3.000,00	04 17	3.323.270,57	
CHEQUE 102299	15,50	3.875,46-	04 17	3.319.395,11	
CHEQUE 102297	15,50	100.564,01-	04 17	3.218.831,10	
CHEQUE 102286	15,50	3.200,00-	04 17	3.215.631,10	
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0023	##	27,30-	04 17	3.215.603,80	
CHEQUE 102296	15,50	13.718,93-	04 18	3.201.884,87	
CHEQUE 102295	15,50	310.343,03-	04 18	2.891.541,84	
** CHEQUE 102300	15,50	9.453,36-	04 18	2.882.088,48	
CHEQUE 102290	15,50	1.101,35-	04 18	2.880.987,13	
RTD-AMOUNTS DIFFER 1023					
EMVER MOTALA & CO TR		9.453,36	04 19	2.890.440,49	

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

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26 April 2007  
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Statement No 109  
VAT Reg. No.  
Page 4 of 5

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.890.440,49
CREDIT TRANSFER 9449					
CASHFOCUS ITINALA TRF					
KHUBONI &			140.000,00	04 20	3.030.440,49
CHEQUE 102268	6,18	236,60-		04 20	3.030.203,89
CREDIT TRANSFER 9748					
INSTALMENT CR					
8146105182601			360.000,00	04 23	3.390.203,89
CHEQUE CASHED 102307	15,50	52.950,00-		04 23	3.337.253,89
CHEQUE 102298	15,50	293.958,28-		04 23	3.043.295,61
MAGTAPE CREDIT 9163 BASDAS					
NAT:SASSAACC0026462			571.391,08	04 25	3.614.686,69
CASH DEPOSIT ALVINA					
THEKWINI 561			1.700,00	04 26	3.616.386,69
** CHEQUE 102302	15,50	33.745,50-		04 26	3.582.641,19
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	17,03-		04 26	3.582.624,16

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

## Missing Cheques

These cheques have not yet been received and therefore are not included with this statement. If received these cheques will be included with your next statement.

Serial no	Amount	Serial no	Amount
102300	9.453,36-	102302	33.745,50-

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

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116

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26 April 2007  
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Statement No. 109  
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Page 5 of 5

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number C5 087 199 4

Fee Structure

Overdraft Rate : 17,000%

Service Fee for cheques

and certain specified  
debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50)

\*Overdraft facilities are subject to the bank's terms and conditions.

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58/19

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26 May 2009  
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DURBAN 0026  
MONTHLY MAIL

Statement No 110  
VAT Reg. No.  
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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Month-end Balance R 3.599.841,11

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				04 28	3.582.624,16
CREDIT INTEREST ACC 050871994			17.216,95	04 30	3.599.841,11
CASH / CHEQUE DEPOSIT 3014164 THEKWINI 536			1.785,00	05 02	3.601.626,11
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	15,45-		05 02	3.601.610,66
CASH DEPOSIT 0313014164 GLADYS			700,00	05 03	3.602.310,66
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	9,13-		05 03	3.602.301,53
CHEQUE 102303	15,50	9.453,36-		05 04	3.592.848,17
AUTOPLUS TRANSFER TO ACCOUNT 05-003-307-7 09H51 936002247	3,60	40.000,00-		05 05	3.552.848,17
CASH DEPOSIT ANELE DIKANE THEKWINI 911			2.000,00	05 07	3.554.848,17
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	19,40-		05 07	3.554.828,77
CHEQUE 102308	15,50	2.018,00-		05 08	3.552.810,77
** CHEQUE 102305	15,50	120.653,03-		05 08	3.432.157,74
CHEQUE 102309	9,92	580,00-		05 08	3.431.577,74
CHEQUE 102306	15,50	14.000,00-		05 08	3.417.577,74

\*\* These cheques have not yet been received and are therefore not included with this statement

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.



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Customer Care Centre : 0860 101 341  
16 May 2007  
045215695

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
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DURBAN 0026  
MONTHLY MAIL

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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					3.417.577,74
MAGTAPE CREDIT 9816 BASDAS NAT:SASSA000027931			597.750,00	05 09	4.015.327,74
CHEQUE 102304	6,71	285,00-		05 09	4.015.042,74
CHEQUE 102289	10,87	667,16-		05 10	4.014.375,58
CHEQUE 102310	15,50	16.862,66-		05 10	3.997.512,92
CASH / CHEQUE DEPOSIT 0313014164 ALVINA			1.765,00	05 15	3.999.297,92
CHEQUE 102313	15,50	136.100,00-		05 15	3.863.197,92
CHEQUE 102312	15,50	319.267,18-		05 15	3.543.930,74
CHEQUE 102314	15,50	116.023,90-		05 15	3.427.906,84
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	15,45-		05 16	3.427.891,39
CASH DEPOSIT MNGONYAMA 2 1 0828143299			2.000,00	05 17	3.429.891,39
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 0023	##	19,40-		05 17	3.429.871,99
CASH DEPOSIT ALVINA THEKWINI 276			400,00	05 18	3.430.271,99
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	6,76-		05 18	3.430.265,23
IB TRANSFER TO 05-003-307-7 18H05 936002247	3,60	6.000,00-		05 21	3.424.265,23
MAGTAPE CREDIT 9471 BASDAS NAT:SASSA000028603			69.100,00	05 22	3.493.365,23

\*\* These cheques have not yet been received and are therefore not included with this statement  
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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT  
Details

Account Number 05 087 199 4  
Date Balance

Service	Debits	Credits	Date	Balance
Fee				
BALANCE BROUGHT FORWARD				3.493.365,23
CASH DEPOSIT ALVINA 3014164		3.500,00	05 23	3.496.865,23
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 0026	##	31,25-	05 23	3.496.833,98
MAGTAPE CREDIT 9645 BASDAS NAT:SASSA000028939		518.719,30	05 24	4.015.553,28
CASH DEPOSIT ALVINA THEKWINI 974		900,00	05 25	4.016.453,28
CHEQUE 102321	15,50	109.758,61-	05 25	3.906.694,67
CHEQUE 102319	15,50	4.500,00-	05 25	3.902.194,67
CHEQUE 102317	15,50	28.600,00-	05 25	3.873.594,67
CHEQUE 102318	15,50	118.750,00-	05 25	3.754.844,67
CHEQUE 102315	15,50	1.500,00-	05 25	3.753.344,67
CHEQUE 102316	15,50	450.400,00-	05 25	3.302.944,67
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	10,71-	05 25	3.302.933,96

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

## Additional Cheques

Additional cheques included with this statement - these cheques have been reflected on previous statements.

Serial No	Amount	Serial No	Amount
102302	33.745,50-		

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.



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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Missing Cheques

These cheques have not yet been received and therefore are not included with this statement. If received these cheques will be included with your next statement.

Serial no	Amount	Serial no	Amount
102305	120.653,03-		
Fee Structure			
Overdraft Rate*	:17,000%		
Service Fee for cheques and certain specified debits (inclusive of VAT):			

R3.60 + 1.09 % of transaction value (maximum R15.50 )

\*Overdraft facilities are subject to the bank's terms and conditions.  
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## BANK STATEMENT / TAX INVOICE

## ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Month-end Balance R 3.010.805,09

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				05 28	3.302.933,96
CASH DEPOSIT KUBONI & SHEZI THEKWINI 373			700,00	05 28	3.303.633,96
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	9,13-		05 28	3.303.624,83
CHEQUE 102325	15,50	208.379,22-		05 30	3.095.245,61
CHEQUE 102323	15,50	102.620,08-		05 30	2.992.625,53
CREDIT INTEREST ACC 050871994			18.179,56	05 31	3.010.805,09
CASH DEPOSIT ALVINA THEKWINI 347			500,00	06 01	3.011.305,09
CHEQUE 102322	15,50	360.000,00-		06 01	2.651.305,09
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 5226	##	7,55-		06 01	2.651.297,54
CASH DEPOSIT ALVINA THEKWINI 510			1.800,00	06 04	2.653.097,54

## These fees are inclusive of VAT at 14,00%

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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.653.097,54
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	17,82-	06 04		2.653.079,72
CASH DEPOSIT 0313014164 ALVINA			500,00 06 05		2.653.579,72
CASH DEPOSIT FEE - BRANCH ACC 050871994 DEP BCH 5226	##	7,55-	06 05		2.653.572,17
MAGTAPE CREDIT 9539 BASDAS NAT:SASSA000030028			758.474,50 06 06		3.412.046,67
CHEQUE 102326	15,50	14.526,34-	06 06		3.397.520,33
CHEQUE 102330	15,50	7.292,40-	06 06		3.390.227,93
CHEQUE 102331	15,50	10.506,30-	06 06		3.379.721,63
CHEQUE 102327	15,50	7.714,44-	06 06		3.372.007,19
CHEQUE 102329	15,50	5.768,40-	06 06		3.366.238,79
CASH / CHEQUE DEPOSIT ALVONA DURBAN ABC 730			2.300,00 06 07		3.368.538,79
CHEQUE 102287	7,69	375,00-	06 07		3.368.163,79
CHEQUE 102328	15,50	10.136,88-	06 07		3.358.026,91

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## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT		Account Number 05 087 199 4			
Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					3.358.026,91
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0126	##	5,97-		06 07	3.358.020,94
CASH DEPOSIT ALVINA					
THEKWINI 710			250,00	06 08	3.358.270,94
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	5,58-		06 08	3.358.265,36
CASH DEPOSIT ALVINA					
THEKWINI 632			1.000,00	06 11	3.359.265,36
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	11,50-		06 11	3.359.253,86
MAGTAPE CREDIT 9109 BASDAS					
NAT:SASSA000031232			15.272,50	06 14	3.374.526,36
CHEQUE 102336	15,50	112.500,00-		06 14	3.262.026,36
CASH DEPOSIT MNGONYAMA Z					
L UMZIMKULU SE 035			1.500,00	06 15	3.263.526,36
CHEQUE 102332	15,50	463.671,55-		06 15	2.799.854,81
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0023	##	15,45-		06 15	2.799.839,36

\*\* These fees are inclusive of VAT at 14,00%

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Statement from 28 May 2007 to 26 June 2007

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT		Account Number 05 087 199 4			
Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.799.839,36
TR TRANSFER TO					
05-003-307-7 22H32					
936002247	3,60	180.000,00-		06 18	2.619.839,36
CHEQUE 102335	15,50	122.044,95-		06 19	2.497.794,41
CHEQUE 102333	15,50	57.250,00-		06 22	2.440.544,41
CHEQUE 102334	15,50	3.008,00-		06 22	2.437.536,41
## These fees are inclusive of VAT at 14,00%					
Fee Structure					
Overdraft Rate*	:17,500%				
Service Fee for cheques and certain specified debits (Inclusive of VAT):					
R3.60 + 1.09 % of transaction value (maximum R15.50)					
*Overdraft facilities are subject to the bank's terms and conditions.					
For details please contact your nearest branch or visit					
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Statement from 28 May 2007 to 26 June 2007

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 097 199 4

Account Summary

Details of Agreement	
Annual Rate of Interest	17,500%
Monthly Repayment amount	0,00
Frequency of instalment	
Balance outstanding at date of statement	2.437.536,41
Arranged Limit	0,00
Summary of Transactions	
Net Payment Received for period of statement	800.476,56
Interest Charged	0,00

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DURBAN 0026  
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**BANK STATEMENT / TAX INVOICE**

ATTORNEYS TRUST ACCOUNT Account Number 05 087 199 4

On 3 June our prime lending rate increased to 13.00%.  
 The interest rate applicable to your account for overdrawn balances is  
 shown at the bottom of this statement.  
 For information on credit interest rates phone 0860 123 000  
 or visit [www.standardbank.co.za](http://www.standardbank.co.za).

Month-end Balance R 2.451.834,94

Details	Service	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD	Fee			06 27	2.437.536,41
CREDIT INTEREST ACC					
050871994			14.298,53	06 30	2.451.834,94
CASH DEPOSIT MNGONYAMA					
IXOPO 218			500,00	07 03	2.452.334,94
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0023	##	7,55-		07 03	2.452.327,39
CASH DEPOSIT ALVINA					
02/N294 /07			500,00	07 04	2.452.827,39
CHEQUE 102342	15,50	5.272,50-		07 04	2.447.554,89
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 5226	##	7,55-		07 04	2.447.547,34

## These fees are inclusive of VAT at 14,00%

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Statement from 27 June 2007 to 26 July 2007

## BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.447.547,34
CHEQUE 102337	15,50	10.000,00-		07 05	2.437.547,34
CHEQUE 102341	6,71	285,00-		07 10	2.437.262,34
MAGTAPE CREDIT 9566 BASDAS NAT:SASSA000033693			113.170,01	07 11	2.550.432,35
CHEQUE 102345	15,50	9.553,09-		07 11	2.540.879,26
CHEQUE 102290	4,74	105,00-		07 11	2.540.774,26
CHEQUE 102351	15,50	3.396,00-		07 11	2.537.378,26
CHEQUE 102350	15,50	3.555,00-		07 11	2.533.821,26
CHEQUE 102348	15,50	6.093,99-		07 11	2.527.727,27
CHEQUE 102349	15,50	2.017,00-		07 11	2.525.710,27
CHEQUE 102291	4,74	105,00-		07 11	2.525.605,27
CHEQUE 102343	15,50	4.000,00-		07 11	2.521.605,27
CASH DEPOSIT MNSONYAMA ZI IXOPO 286			800,00	07 13	2.522.405,27
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 0023	##	9,92-		07 13	2.522.395,35
## These fees are inclusive of VAT at 14,00%					

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BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2,522,395,35
MAGTAPE CREDIT 9926 BASDAS					
NAT:SASSA000034064			508.865,84	07 16	3,031,261,19
CASH DEPOSIT 2L MNGONYAMA					
KOKSTAD 810			98,00	07 16	3,031,359,19
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0122	**	4,37-		07 16	3,031,354,82
CHEQUE 102354	15,50	46.520,83-		07 18	2,984,833,99
CHEQUE 102355	15,50	3.145,01-		07 18	2,981,688,98
CHEQUE 102356	15,50	5.068,44-		07 18	2,976,620,54
CHEQUE 102358	15,50	2.602,70-		07 18	2,974,017,84
CHEQUE 102352	15,50	2.370,47-		07 20	2,971,647,37
CHEQUE 102359	15,45	1.086,93-		07 21	2,970,560,44
CHEQUE 102353	15,50	459.200,00-		07 23	2,511,360,44

\*\* These fees are inclusive of VAT at 14,00%

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BANK STATEMENT / TAX INVOICE

Account Number 05 087 199 4

ATTORNEYS TRUST ACCOUNT

Fee Structure

Overdraft Rate\* :17,500%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50 )

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

www.standardbank.co.za

Account Summary

Details of Agreement

Annual Rate of Interest

17,500%

Monthly Repayment amount

0,00

Frequency of Instalment

Balance available at date of statement

2.511.360,44

Arranged Limit

0,00

Summary of Transactions

Net Payment Received for period of statement

638.232,38

Interest Charged

0,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

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DURBAN  
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25 August 2007  
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THE PROPRIETOR  
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DURBAN 0026  
MONTHLY MAIL

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Statement Frequency MONTHLY

Statement from 27 July 2007 to 25 August 2007

BANK STATEMENT / TAX INVOICE

Account Number 05 087 199 4

ATTORNEYS TRUST ACCOUNT

Month-end Balance R 3.612.154,51

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				07 27	2.511.360,44
MAGTAPE CREDIT 9958 BASDAS					
NAT:SASSA000035454		1.087.495,06		07 30	3.598.855,50
CHEQUE 102360	10,93	672,34-		07 31	3.598.183,16
CREDIT INTEREST ACC					
050871994		13.971,35		07 31	3.612.154,51
CHEQUE 102363	15,50	5.068,44-		08 02	3.607.086,07
CHEQUE 102361	15,50	37.314,00-		08 02	3.569.772,07
CHEQUE 102366	15,50	422.800,00-		08 03	3.146.972,07
CHEQUE 102367	15,50	450.000,00-		08 07	2.696.972,07
MAGTAPE CREDIT 9611 BASDAS					
NAT:SASSA000036119		125.000,00		08 08	2.821.972,07
CHEQUE 102368	15,50	125.000,00-		08 11	2.696.972,07
CHEQUE 102362	15,50	14.140,00-		08 21	2.682.832,07
CHEQUE 102365	15,50	214.695,06-		08 23	2.468.137,01

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

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Statement Frequency MONTHLY

Statement from 27 July 2007 to 25 August 2007

BANK STATEMENT / TAX INVOICE

Account Number 05 087 199 4

ATTORNEYS TRUST ACCOUNT

Fee Structure

Overdraft Rate\* :18,000%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50 )

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

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Account Summary

Details of Agreement

Annual Rate of Interest

18,000%

Monthly Repayment amount

0,00

Frequency of instalment

Balance available at date of statement

2.466.137,01

Arranged Limit

0,00

Summary of Transactions

Net Payment Received for period of statement

1.226.466,41

Interest Charged

0,00

Please verify all transactions reflected on this statement and notify  
any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

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Statement from 27 August 2007 to 26 September 2007  
BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Month-end Balance R 3.373.361,88

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				08 27	2.468.137,01
MAGTAPE CREDIT 9212 BASDAS					
NAT:SASSA000038704			907.400,00	08 31	3.375.537,01
CHEQUE 102369	15,50	17.500,00-		08 31	3.358.037,01
CREDIT INTEREST ACC					
050871994			15.324,87	08 31	3.373.361,88
AUTOPLUS TRANSFER TO					
ACCOUNT 05-003-367-7					
12H47 936002247	3,60	20.000,00-		09 04	3.353.361,88
CHEQUE 102371	15,50	346.300,00-		09 05	3.005.061,88
CHEQUE 102370	15,50	91.600,00-		09 05	2.913.461,88
CHEQUE 102373	15,50	17.500,00-		09 06	2.895.961,88
CHEQUE 102372	15,50	450.000,00-		09 10	2.445.961,88
CASH DEPOSIT MNGONYAMA ZL					
KOKSTAD 020			2.000,00	09 18	2.447.961,88
IB PAYMENT TO S V KHOZA					
936002247	14,50	40.000,00-		09 18	2.407.961,88

\*\* These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

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BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.407.961,98
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0122	##	19,40-	09 18		2.407.942,48
CASH DEPOSIT MNGONYAMA Z					
L 0828143299			1.000,00	09 25	2.408.942,48
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0023	##	11,50-	09 25		2.408.930,98

## These fees are inclusive of VAT at 14,00%

Fee Structure

Overdraft Rate\* :16,000%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50 )

\*Overdraft facilities are subject to the bank's terms and conditions.

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The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

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DURBAN 0026  
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Statement Frequency MONTHLY

Statement from 27 August 2007 to 26 September 2007

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

#### Account Summary

Details of Agreement	
Annual Rate of Interest	18,000%
Monthly Repayment amount	0,00
Frequency of instalment	
Balance available at date of statement	2.408.930,98
Arranged Limit	0,00
Summary of Transactions	
Net Payment Received for period of statement	925.724,87
Interest Charged	0,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



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DURBAN 0026  
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Statement from 27 September 2007 to 26 October 2007

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Month-end Balance  
Details

R 2.368.234,16

Service	Debits	Credits	Date	Balance
Fee				
BALANCE BROUGHT FORWARD			09 27	2.408.930,98
IB TRANSFER TO 05-003-307-7 20H23 936002247	3,60	5.000,00-	09 27	2.403.930,98
IB TRANSFER TO 05-003-307-7 14H51 936002247	3,60	50.000,00-	09 28	2.353.930,98
CREDIT INTEREST ACC 050871994		14.303,18	09 29	2.368.234,16
CASH DEPOSIT K MKHIZE MIDLANDS 669		1.000,00	10 05	2.369.234,16
CASH DEPOSIT FEE - BRANCH ACC 050871994				
DEP BCH 7626	##	11,50-	10 05	2.369.222,66
CHEQUE 102375	15,50	50.000,00-	10 09	2.319.222,66
CHEQUE 102376	15,50	1.103,53-	10 11	2.318.119,13
CHEQUE DEPOSIT A SOODYAL AND ASSOCIATES		124.451,16	10 16	2.442.570,29

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

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Statement No 115  
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Statement Frequency MONTHLY

Statement from 27 September 2007 to 26 October 2007  
BANK STATEMENT / TAX INVOICE

## ATTORNEYS TRUST ACCOUNT

## Details

Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				2.442.570,29
MAGTAPE CREDIT 9092 BASDAS				
NAT:SASSA000043217		498.190,99	10 17	2.940.761,28
CASH DEPOSIT ZL MNGONYAMA				
IXOPO 153		1.000,00	10 17	2.941.761,28
CASH DEPOSIT FEE -				
BRANCH ACC 050871994				
DEF BCH 0023				
MAGTAPE CREDIT 9292 BASDAS				
NAT:SASSA000043586		226.575,91	10 18	3.168.325,69
MAGTAPE CREDIT 9481 BASDAS				
NAT:SASSA000043780		292.567,00	10 19	3.460.892,69
IB TRANSFER TO				
05-003-307-7 10H51				
936002247	3,60	1.300.000,00-	10 22	2.160.892,69
BOND REPAYMENT 9122				
GTEE:360531466:GUMEDE VC &				
GUM		9.031,62	10 23	2.169.924,31
BOND REPAYMENT 9123				
GTEE:360531466:GUMEDE VC &				
GUM		140.916,89	10 23	2.310.841,20
CHEQUE 102378	15,50	214.000,00-	10 25	2.096.841,20

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

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DURBAN 0026  
MONTHLY MAIL

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Statement Frequency MONTHLY

Statement from 27 September 2007 to 26 October 2007  
BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					2.096.841,20
** CHEQUE 102381	15,50	401.346,94-		10 26	1.695.494,26
** CHEQUE 102390	7,33	342,00-		10 26	1.695.152,26
** CHEQUE 102379	15,50	30.000,00-		10 26	1.665.152,26

\*\* These cheques have not yet been received and are therefore not included with this statement  
## These fees are inclusive of VAT at 14,00%

Missing Cheques

These cheques have not yet been received and therefore are not included with this statement. If received these cheques will be included with your next statement.

Serial no	Amount	Serial no	Amount
102379	30.000,00-	102381	401.346,94-
102380	342,00-		

Fee Structure

Overdraft Rate\* :18,500%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50)

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

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Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

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Statement from 27 September 2007 to 26 October 2007  
BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

#### Account Summary

##### Details of Agreement

Annual Rate of Interest	18,500%
Monthly Repayment amount	0,00
Frequency of instalment	
Balance available at date of statement	1.665.152,26
Arranged Limit	0,00
Summary of Transactions	
Net Payment Received for period of statement	1.308.036,75
Interest Charged	0,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.  
The Standard Bank of South Africa Limited (Reg. No. 1962/006738/06)  
Authorised financial services provider  
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

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Statement Frequency MONTHLY

Statement from 27 October 2007 to 26 November 2007  
BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05-087 199 4

Our prices change on 1 January 2008. For further details please refer to the 2008 pricing brochure.

Month-end Balance R 1.673.529,87

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				10 27	1.665.152,26
CHEQUE 102382	15,50	7.295,21-		10 29	1.657.857,05
CASH DEPOSIT MNGONYAMA Z L UMZIMKULU SE 154			1.000,00	10 31	1.658.857,05
CREDIT INTEREST ACC 050871994			14.684,32	10 31	1.673.541,37
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 0023	**	11,50-		10 31	1.673.529,87
CHEQUE 102383	8,84	480,62-		11 02	1.673.049,25
CHEQUE 102384	3,93	30,00-		11 02	1.673.019,25
CHEQUE 102374	15,50	95.670,01-		11 05	1.577.349,24
CHEQUE 102386	15,50	16.567,00-		11 08	1.560.782,24
MAGTAPE CREDIT 9067 BASDAS NAT:SASSA000046225			7.380,97	11 09	1.568.163,21

\*\* These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



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Statement Frequency MONTHLY

Statement from 27 October 2007 to 26 November 2007

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT	Details	Service Fee	Debits	Credits	Date	Balance
	BALANCE BROUGHT FORWARD					1.568.163,21
	CHEQUE 102387	15,50	276.000,00-	11 13		1.292.163,21
	CHEQUE 102386	15,50	226.575,91-	11 14		1.065.587,30
	CASH DEPOSIT MNGONYAMA ZL IXOPO 874			1.000,00 11 16		1.066.587,30
	CHEQUE 102390	15,50	98.125,47-	11 16		968.461,83
	CHEQUE 102389	15,50	89.215,00-	11 16		879.246,83
	CASH DEPOSIT FEE - BRANCH ACC 050871994					
	DEP BCH 0023	##	11,50-	11 16		879.235,33
	MAGTAPE CREDIT 9006 BASZHA KZN:HOUSE000052208			9.312,46 11 20		888.547,79
	CASH DEPOSIT MNGONYAMA Z L 0828143299			500,00 11 26		889.047,79
	CASH DEPOSIT FEE - BRANCH ACC 050871994					
	DEP BCH 0023	##	7,55-	11 26		889.040,24

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

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BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Additional Cheques

Additional cheques included with this statement - these cheques have been reflected on previous statements.

Serial No	Amount	Serial No	Amount
102379	30.000,00-	102381	401.346,94-
102380	342,00-		

Fee Structure

Overdraft Rate: 18,500%

Service Fee for cheques

and certain specified  
debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50)

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

www.standardbank.co.za

Account Summary

Details of Agreement

Annual Rate of Interest

18,500%

Monthly Repayment amount

0,00

Frequency of instalment

Balance available at date of statement

889.040,24

Arranged Limit

0,00

Summary of Transactions

Net Payment Received for period of statement

33.877,75

Interest Charged

0,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorized financial services provider

debits (Inclusive of VAT):

R3.60 + 1.09 % of transaction value (maximum R15.50)

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

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Account Summary

Details of Agreement

Annual Rate of Interest

18,500%

Monthly Repayment amount

0,00

Frequency of instalment

Balance available at date of statement

889.040,24

Arranged Limit

0,00

Summary of Transactions



050871994

DURBAN  
275 SMITH STREET  
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DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
24 December 2007  
045215695

THE PROPRIETOR  
KURONI AND SHEZI ATTORNEYS TRU  
PO BOX 51282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 117  
VAT Reg. No:

Page 1 of 3

Statement Frequency MONTHLY

Statement from 27 November 2007 to 24 December 2007  
BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT Account Number 05 087 199 4

Our prices change on 1 January 2008. For further details please refer to the 2008 pricing brochure.

Month-end Balance R 1.323.755,97

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				11 27	889.040,24
CHEQUE DEPOSIT ITHALA 63 0313014164			285,00	11 29	889.325,24
MAGTAPE CREDIT 9627 BASDAS NAT:SASSA000048187			427.214,13	11 30	1.316.539,37
CREDIT INTEREST ACC 050871994			7.216,60	11 30	1.323.755,97
CASH DEPOSIT MNGONYAMA ZL			1.000,00	12 05	1.324.755,97
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEF ECH 0023	##	11,50-		12 05	1.324.744,47
MAGTAPE CREDIT 9375 BASDAS NAT:SASSA000049604			155.129,85	12 11	1.479.874,32
CHEQUE 102391	15,50	6.000,00-		12 11	1.473.874,32
CHEQUE 102393	15,50	4.686,23-		12 13	1.469.188,09

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



58/45

050971994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
24 December 2007  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 117  
VAT Reg. No.  
Page 2 of 3

Statement Frequency MONTHLY

Statement from 27 November 2007 to 24 December 2007

## BANK STATEMENT / TAX INVOICE

## ATTORNEYS TRUST ACCOUNT

Account Number 05 097 199 4

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					1.469.188,09
CHEQUE 102394	15,50	26.328,17-		12 13	1.442.859,92
MAGTAPE CREDIT 9803 BASDAS					
NAT:SASSA000050219			58.270,76	12 18	1.501.130,68
MAGTAPE CREDIT 9304 BASDAS					
NAT:SASSA000050917			3.543,90	12 24	1.504.674,58
## These fees are inclusive of VAT at 14,00%					
Fee Structure					
Overdraft Rate*	:19,000%				
Service Fee for cheques and certain specified debits (Inclusive of VAT):					
R3.60 + 1.09 % of transaction value (maximum R15.50 )					
*Overdraft facilities are subject to the bank's terms and conditions.					
For details please contact your nearest branch or visit					
www.standardbank.co.za					

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000736/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



050871994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
24 December 2007  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 117

VAT Reg. No.

Page 3 of 3

Statement Frequency MONTHLY

Statement from 27 November 2007 to 24 December 2007  
BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

#### Account Summary

Details of Agreement	
Annual Rate of Interest	19,000%
Monthly Repayment amount	0,00
Frequency of instalment	
Balance available at date of statement	1.504.674,58
Arranged Limit	0,00
Summary of Transactions	
Net Payment Received for period of statement	652.660,24
Interest Charged	0,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

050871994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
26 January 2008  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 118  
VAT Reg. No.

Page 1 of 2

Statement Frequency MONTHLY

Statement from 27 December 2007 to 26 January 2008

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT		Account Number 05 087 199 4				
Month-end Balance	R 1.513.947,16					
Details	Service Fee	Debits	Credits	Date	Balance	
BALANCE BROUGHT FORWARD				12 27	1.504.674,58	
CREDIT INTEREST ACC 050871994				9.272,58 12 31	1.513.947,16	
TRANSFER TO 00000050033077 KINGSMEAD 472	16,00	30.000,00-		01 02	1.483.947,16	
CHEQUE 102397	16,00	7.795,00-		01 16	1.476.152,16	
CASH DEPOSIT MNGONYAMA ZL KORSTAD 428				1.200,00 01 18	1.477.352,16	
CASH DEPOSIT FEE - BRANCH ACC 050871994						
DEP BCH 0122	##	13,28-		01 18	1.477.338,88	
CHEQUE 102396	16,00	390.199,73-		01 21	1.087.139,15	
CHEQUE 102399	16,00	58.270,76-		01 23	1.028.868,39	
CHEQUE 102398	12,17	741,00-		01 25	1.028.127,39	
CHEQUE 102400	16,00	155.129,85-		01 25	872.997,54	

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



050871994

DURBAN  
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DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4013

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
26 January 2008  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61262  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No. 118  
VAT Reg. No.  
Page 2 of 2

Statement Frequency MONTHLY

Statement from 27 December 2007 to 26 January 2008

BANK STATEMENT / TAX INVOICE

Account Number 05 087 199 4

ATTORNEYS TRUST ACCOUNT

Fee Structure

Overdraft Rate\* :19,000%

Service Fee for cheques

and certain specified

debits (Inclusive of VAT):

R3.80 + 1.13 % of transaction value (maximum R16.00 )

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

www.standardbank.co.za

Account Summary

Details of Agreement

Annual Rate of Interest

19,000%

Monthly Repayment amount

0,00

Frequency of instalment

Balance available at date of statement

872.997,54

Arranged Limit

0,00

Summary of Transactions

Net Payment Received for period of statement

10.472,58

Interest Charged

0,00

Please verify all transactions reflected on this statement and notify  
any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



58/49

050871994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 841  
26 February 2008  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61262  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 119  
VAT Reg. No.  
Page 1 of 3

Statement Frequency MONTHLY

Statement from 28 January 2008 to 26 February 2008  
BANK STATEMENT / TAX INVOICE

**ATTORNEYS TRUST ACCOUNT**

Account Number 05 087 199 4

Month-end Balance R 830.164,65

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				01 28	872.997,54
CHEQUE DEPOSIT ALVENA 031-3014166			570,00	01 29	873.567,54
AUTOPLUS TRANSFER TO ACCOUNT 05-003-307-7 12H53 936002247	3,80	52.000,00-		01 31	821.567,54
CREDIT INTEREST ACC 050871994			6.597,11	01 31	830.164,65
CASH DEPOSIT 2.L MNGONYAMA 0828143299			1.000,00	02 01	831.164,65
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 0023	##	11,70-		02 01	831.152,95
CASH DEPOSIT BG ESTATE PORT SHEPSTO 900			1.000,00	02 08	832.152,95
CASH DEPOSIT FEE - BRANCH ACC 050871994					
DEP BCH 7628	##	11,70-		02 08	832.141,25
CHEQUE 102402	16,00	2.438,46-		02 14	829.702,79

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000739/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



050871994

DURBAN  
276 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

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KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
16 February 2008  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSCATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 119  
VAT Reg. No.  
Page 2 of 3

Statement Frequency MONTHLY

Statement from 28 January 2008 to 26 February 2008

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT		Account Number 05 087 199 4			
Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					829.702,79
CASH DEPOSIT ZL MNGONYAMA					
0828143299			1.000,00	02 18	830.702,79
CHEQUE 102401	16,00	3.543,90-		02 18	827.158,89
CASH DEPOSIT FEE -					
BRANCH ACC 050871994					
DEP BCH 0023	##	11,70-		02 18	827.147,19
CHEQUE DEPOSIT ALVINA					
031-3014160			2.785,00	02 25	829.932,19
## These fees are inclusive of VAT at 14,00%					
Fee Structure					
Overdraft Rate*	:19,000%				
Service Fee for cheques and certain specified debits (Inclusive of VAT):					
R3.80 + 1.13 % of transaction value (maximum R16.00 )					
*Overdraft facilities are subject to the bank's terms and conditions.					
For details please contact your nearest branch or visit					
www.standardbank.co.za					

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.  
The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)  
Authorised financial services provider  
VAT Reg No. 4101105461 Registered credit provider (NCRCP15).

58/57

050871994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
26 February 2008  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 119  
VAT Reg. No.  
Page 3 of 3

Statement Frequency MONTHLY

Statement from 28 January 2008 to 26 February 2008

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

#### Account Summary

Details of Agreement	
Annual Rate of Interest	19,000%
Monthly Repayment amount	0,00
Frequency of instalment	
Balance available at date of statement	829.932,19
Arranged Limit	0,00
Summary of Transactions	
Net Payment Received for period of statement	14.952,11
Interest Charged	0,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



G8/52

050871994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
26 March 2008  
045315685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No 120  
VAT Reg. No.  
Page 1 of 2

Statement Frequency MONTHLY

Statement from 27 February 2008 to 26 March 2008

BANK STATEMENT / TAX INVOICE

Account Number 05 087 199 4

ATTORNEYS TRUST ACCOUNT

Month-end Balance

R 834.878,01

Details

Service  
Fee

Debits

Credits

Date

Balance

BALANCE BROUGHT FORWARD

02 27

829.932,19

CREDIT INTEREST ACC

4.945,82 02 29

834.878,01

050871994

MAGTAPE CREDIT 9839 BASDAS

324.221,30 03 10

1.159.099,31

NAT:SASSA000059206

MAGTAPE CREDIT 9450 BASDAS

5.161,19 03 14

1.164.260,50

NAT:SASSA000059822

MAGTAPE CREDIT 9116 BASDAS

245.641,50 03 25

1.409.902,00

NAT:SASSA000060682

CREDIT TRANSFER 9512

100.000,00 03 25

1.509.902,00

NDLELA REPAYMENT

IB TRANSFER TO

05-003-307-7 16H50

936003247

3,80

20.000,00-

03 26

1.489.902,00

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15).



*G 8/53*

050871994

DURBAN  
275 SMITH STREET  
DURBAN  
KWAZULU NATAL  
4001

DURBAN  
PO BOX 47047  
GREYVILLE  
KWAZULU NATAL  
4023

DURBAN  
PO BOX 47047 GREYVILLE  
4023

Customer Care Centre: 0860 101 341  
26 March 2008  
045215685

THE PROPRIETOR  
KUBONI AND SHEZI ATTORNEYS TRU  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

Statement No. 120  
VAT Reg. No.  
Page 2 of 2

Statement Frequency MONTHLY

Statement from 27 February 2008 to 26 March 2008

BANK STATEMENT / TAX INVOICE

ATTORNEYS TRUST ACCOUNT

Account Number 05 087 199 4

Fee Structure

Overdraft Rate\* :19,000%

Service Fee for cheques  
and certain specified

debits (Inclusive of VAT):

R3.80 + 1.13 % of transaction value (maximum R16.00)

\*Overdraft facilities are subject to the bank's terms and conditions.

For details please contact your nearest branch or visit

[www.standardbank.co.za](http://www.standardbank.co.za)

Account Summary

Details of Agreement

Annual Rate of Interest

19,000%

Monthly Repayment amount

0,00

Frequency of instalment

Balance available at date of statement

1.489.902,00

Arranged Limit

0,00

Summary of Transactions

Net Payment Received for period of statement

679.969,81

Interest Charged

0,00

Please verify all transactions reflected on this statement and notify  
any discrepancies to the Bank as soon as possible.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)

Authorised financial services provider

VAT Reg No. 4100105461 Registered credit provider (NCRCP15)

Gal



Standard Bank

Pay to the order of the sum of the bearer van

Vergoeb C.C.

21 FEB 2007

80 000,00

80 000,00

21 FEB 2007

040-028

050821991 02

103237 0040028

IPS LEDGER CENTER CPT. D. M.  
420102270 02212007 12 2007/02/22 05:48:31



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1PS LEDGER-CENTER CPT O L  
2200331240 02202007 10 2007/02/21 06:44:47

7525150X  
P12 IP5  
92/28/2307

[illegible]





G9/5

040-028

**NOT TRANSFERABLE**

Standard Bank Ltd

Pay to the order of *Bel Equipment*

For the sum of *72,586.50*

£72,586.50

72,586.50

22 FEB 2007

050871994 02

050871994 02

123 LEDGER CENTER CPT D M  
2200572500 02252007 12 2007/02/24 05:21:43

01/31/50/06

IPS LEDGER CENTER CPT. O L  
4200164420 04142007 10 2007/04/16 05133121

G 9/7

Standard Bank

**FNB**  
DURBAN

040-026

Date  
Datum 2007-05-10

or Bank  
of Branch

BELL EQUIPMENT

SIXTEEN THOUSAND EIGHT

HUNDRED AND SIXTY

RANDS SIXTY SIX CENTS

TELLER 1

201-426

R 16 862-66

FOR

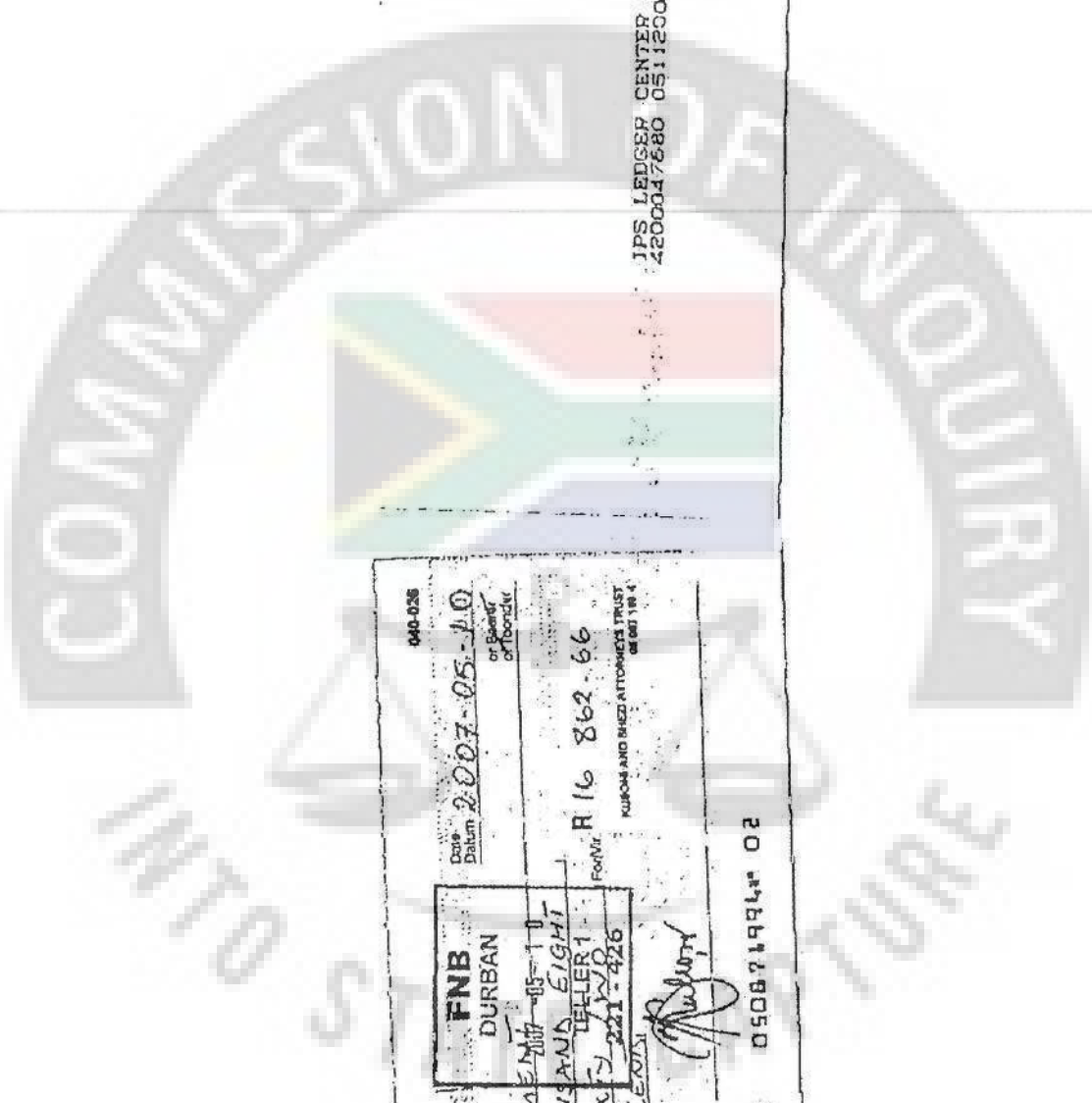
KUSAN AND NAZATONNETH TRUST

08 OCT 1984

50871994 02

05000000 013004

IPS LEDGER CENTER CPT. D L  
4200047680 05112007 10 2007/05/12 05:27:15





G 7/19

Standard Bank

040-028

Date 2007-05-23

Pay to the order of YAPA SA

ONE HUNDRED AND NINE THOUSAND SEVEN HUNDRED AND SIXTY EIGHT FOR R109758.61

RANAS SIXTY ONE CENTS

50 MAY 2007

102321-00400208

0808713944 02

IPS LEDGER CENTER CPT 0 U 2007/05/28 05:46:49

2200081960 05262007 16

2582 232548 NATAL FDB 139726 230507 2 48

CREDIT OFF 168205

01/5120/015

G 9/10

Standard Bank

DURBAN

Pay to the order of

BELL

FOR THE ORDER OF

HUNDRED AND SIX

TENTH ONLY

221-723-1111

0508719910 02

102326 10400261

040-028

Date 2007-05-30

or Bearer

of Transfer

R 14 526-34

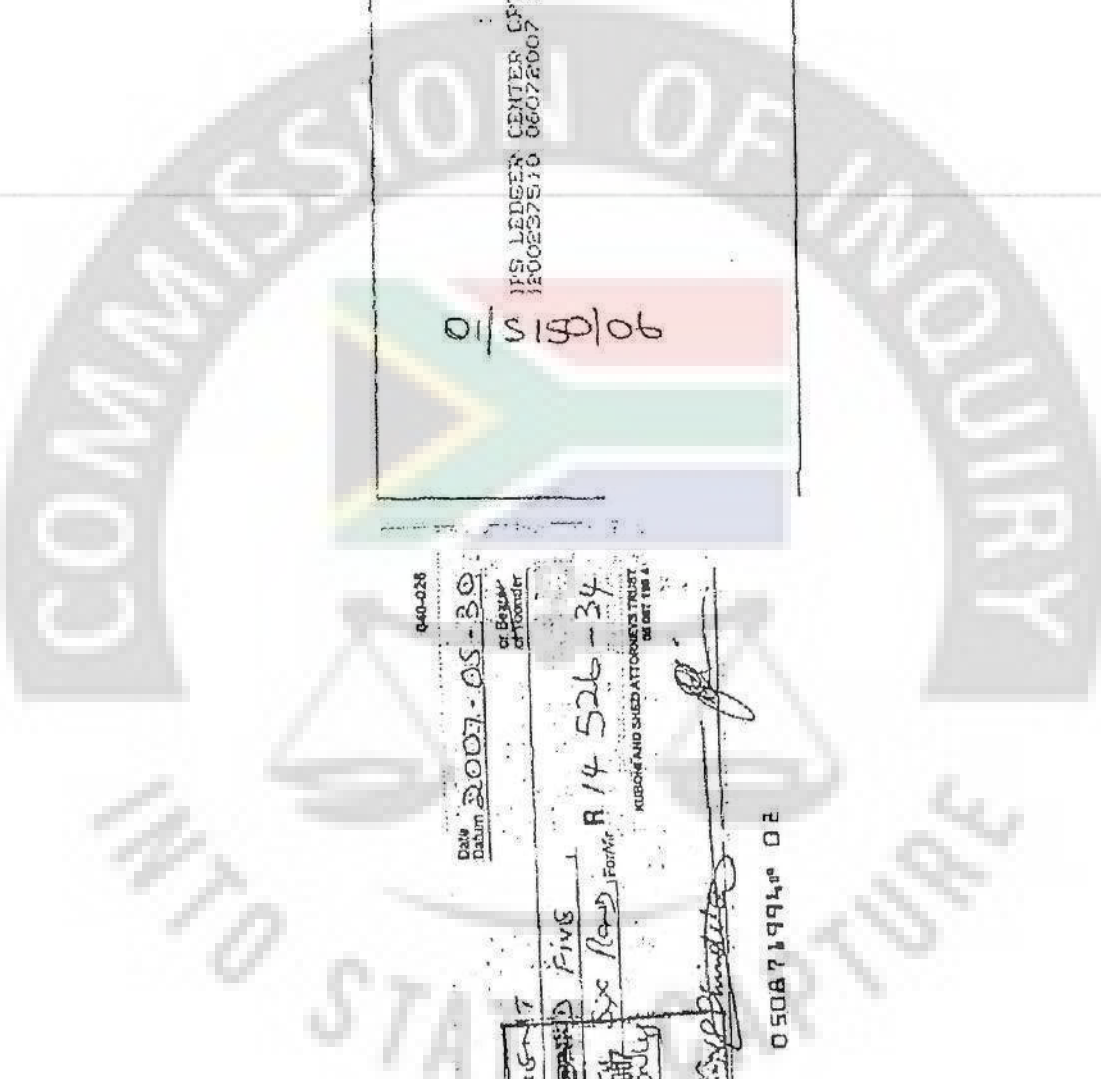
For Mr

KUBOKA AND SNEY ATTORNEYS TRUST

DEBENTURE

01/05/06

IPS LEDEEN CENTER CPT D L  
1500257510 06072007 10 2007/05/06 05:43:08



01/5/50/06

IPS LEDGER CENTER CPT 0 1  
2200391910 06072007 10 2007/06/08 05:53:55



040-0238

Date  
Datum 2007-05-30

or Beneficiary  
of Transfer

R 10 506-30

FOR THE

WILSON AND GARDNER ATTORNEYS AT LAW  
6400 149

221-728

13

THIRTY CENT ONLY

HUNDRED AND FIFTY CENTS

TELEPHONE

U.S. FNB

RUSSELL ROBERTS COMPANY

Pay to the order of  
Pay Beneficiary

the sum of  
in full for

Standard Bank

DURBAN

10233100100260 0508719940 02

01/5150/06

IPS LEDGER CENTER OPT 0 C  
2200395170 06072007 10 2007/06/06 05:54:05

G 9/13

Standard Bank

DURBAN

040-035

Date  
Datum 2007-05-30

or Bearer  
of Treasurer

Pay to the order of  
VALUATION FIVE THOUSAND R7 714-44

the sum of  
SEVEN THOUSAND R7 714-44

the value of  
HUNDRED AND FORTY-FOUR

FOUR CENTS ONLY

221-725 RPP Phosphate

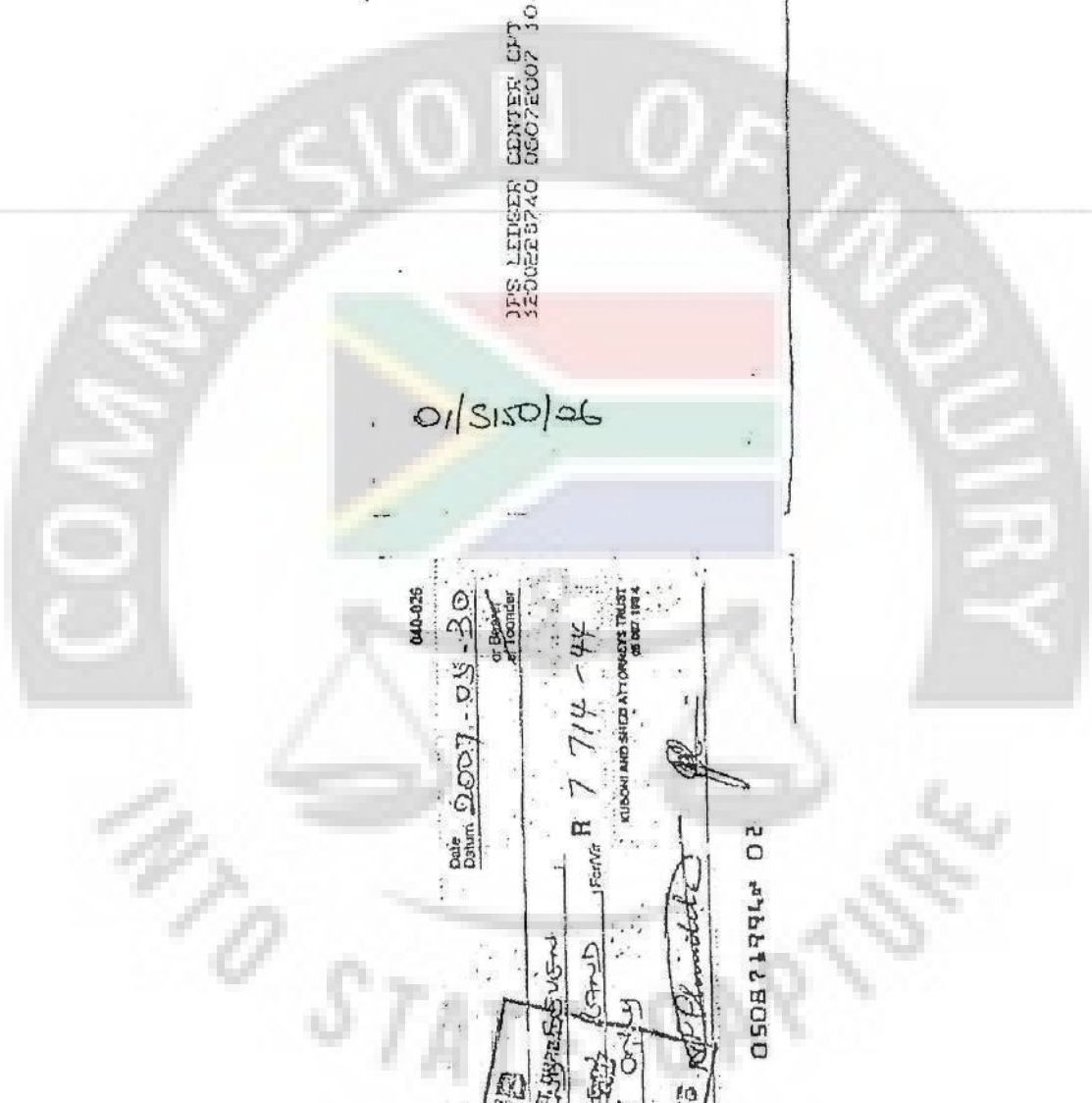
221-725 RPP Phosphate

221-725 RPP Phosphate

102327 001002610 05071444 02

01/5150/06

JPS LEDGER CENTER: CPT 0 1  
3200EEB7AD 0607E007 30 2007/05/06 05:48:14



023364378

oil/siso/26



01/05/10  
Q 220103X  
RLOS 2000000 P12 IPS  
IPS LEDGER CENTER CPT 0  
2007/05/08 06:10:05



90/05/06  
IPS LEDGER CENTER CPT  
620052630 07122007 10 2007/07/19 09:55:35

040-000

Date  
Datum: 11 JUL 2007

Pay to the order of  
of Beneficiary  
of Treasurer

R 9 53,09

Standard Bank

Pay to the order of  
the sum of  
die bedrag van  
NINE THOUSAND  
EIGHT HUNDRED  
AND SEVENTY  
THREE POUNDS  
ONLY

221-726

20 M766118050 29200400: 57E201

KUBOH AND SHER ATTORNEYS TRUST  
PO BOX 199

01/5150/06

IPS LEDGER CENTER CRT 0  
620001549Q-07122007.7 2007/07/13 05:16:53



RR4-TSW-1484  
99/1

Standard Bank

DURBAN		040-026	
Pay to the order of	<b>YARA SA</b>	Date	2007-07-07
Pay to the order of	<b>THREE THOUSAND TWO HUNDRED AND FIFTY ONLY</b>	Pay to the order of	<b>R 3 555,00</b>
Pay to the order of		Pay to the order of	
Pay to the order of		Pay to the order of	

Nedbank Limited  
Reg No. 1951/00005/06  
DURBAN CENTRAL

Signature  
KUBON AND SINES ATTORNEYS TRUST  
4007 1114

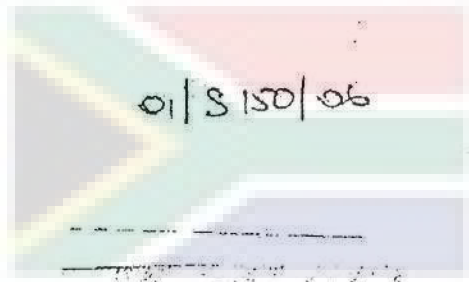
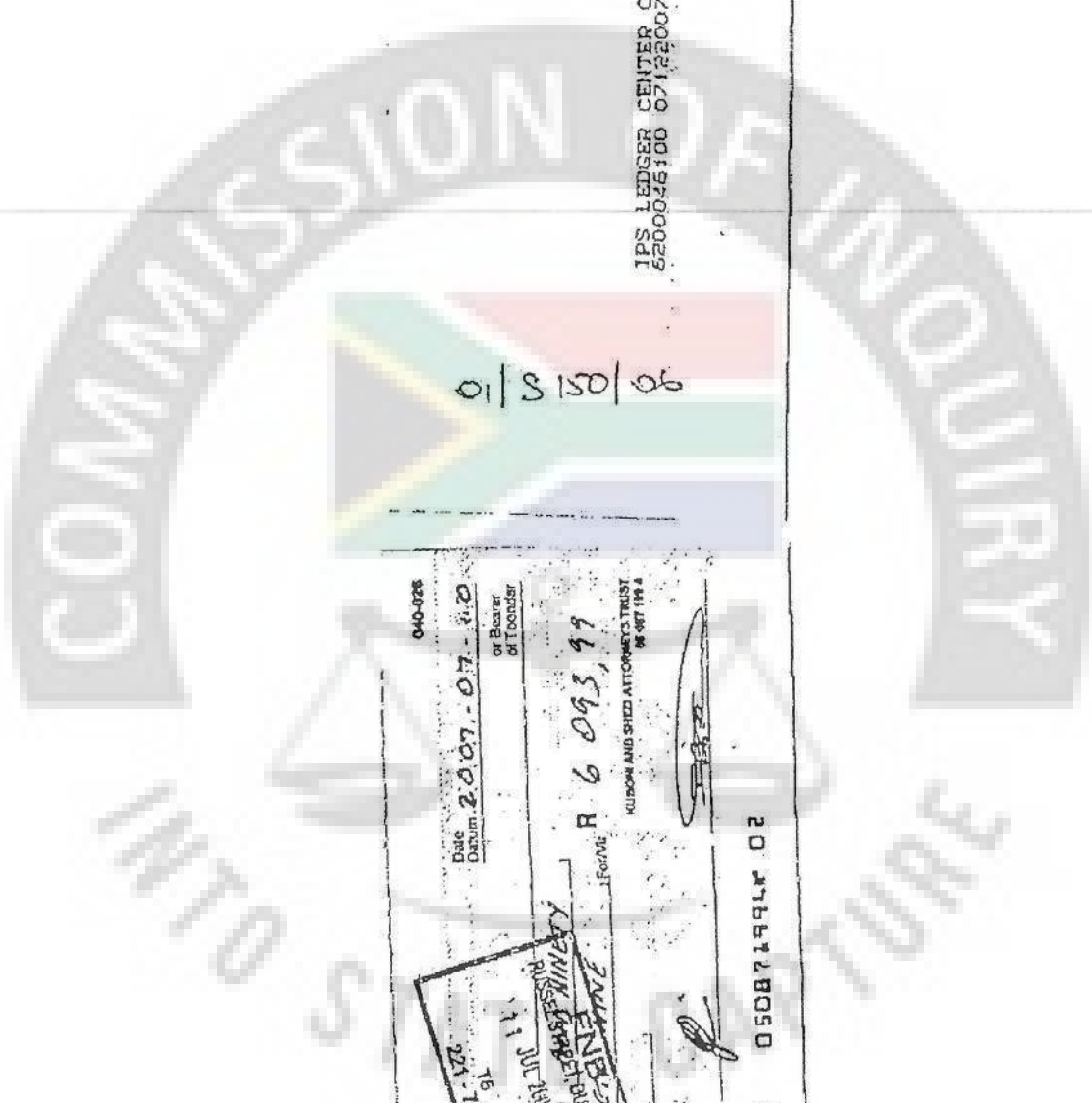
102350 5040026 050871994 02



IPS LEISER CENTER CPT D  
1200031750 0715E007 2  
1104 235985 NATAL FOD 139925 110707 2 48  
CREDIT ACC 168285



69/20



Standard Bank

DURBAN

Pay to the order of **UC L**

the sum of **SIX THOUSAND AND SEVENTY R 6 093,99**

for **THREE RANOS**

**CENES ONLY**

Date **20.07.07** - 07 - 07

of Bearer **IPS LEDGER CENTER CPT**

of Founder **6200045100 0712007 to 2007/07/13 05:20:20**

040-026

16 JUL 2007

221-126

20 1766178050 19000000 843201

050874914 02

KUSON AND SHED ATTORNEYS TRUST

IN SET 119 A

Standard Bank

040-028

Date  
2007-07-10

or Dealer  
of Treasurer

Pay **ELECTRO TECHNICAL SERVICES**

Payable to **TWO THOUSAND TWO HUNDRED**

SEVENTEEN RAND

IN WORDS

IN NUMBERS

R 2 017,00

KUBOMI AND SWEET ATTORNEY'S TRUST

OF 101 138 4



102319 0400261 050871491\* 02

01/0510/06

IPS LEDGER CENTER CPT 0  
6200049950 07122007 2007/07/13 05:20:12



01/15/01 06

01/5150/06

IPS LEDGER CENTER CPT 0 L  
2200S76340 07182007 10 2007/07/19 06:55:36  
9190194743 X620133<  
K2550 220055335 FILE ID#  
27/13/2007

[illegible]

[illegible][illegible]



Standard Bank

DURBAN

040-026

Date: 2007-08-08 - DZ

or Banker  
of Treasurer

Pay to the order of

THIRTEEN HUNDRED AND THIRTY FOUR

THOUSAND

R 37 314 - 00

THREE HUNDRED AND THIRTY FOUR

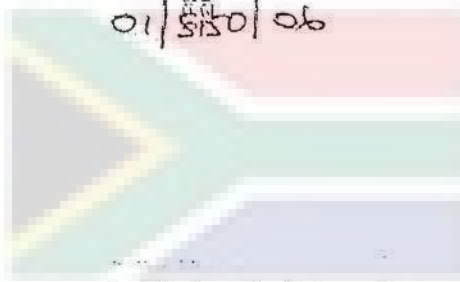
LANDS ON 3007-08-17

TO 1/8407

62-45-26

102361 10100261 0508719910 02

Applicable



01/08/08

WPS LITSEN CENTER CVT B L  
DEK0505150 0802007 10 2007/08/08 06:49:17  
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R000 50550000 FILE IPS



RR4-TSW-1492

59/27

01/5150/8

Standard Bank

OURBAN

Pay to the order of **ELECTRO TECHNICAL AGENCY**

the sum of **FOUR HUNDRED AND ONE**

**HUNDRED AND ONE** RMBOS ONEY FORM

**FNB** R 14 140 - 00

**AUBURN** KUPONG AND SHUZI ATTORNEY TRUST

21 AUG 2007

TELLER 4

221 - 426

0102352 60400261: 0508719914 02

048-028

Date 2008-08-08

or Bank of Teller

IPS LIDDER CENTER OPT B I

2200069120 05222007 10 2007/08/23 05:45:57



**Standard  
Bank**

**Dr. B. A. 23**

Payal Belani

die bedrag van

卷之四



2019-2020

2007-04-13

16 (442)

14-42-26

102293 104025

050871994" 02

Date: \_\_\_\_\_  
Datum: \_\_\_\_\_

2007-04-11

of Baareh  
of Fonder,

KUBONI AND SHEZI ATTORNEYS TRUST  
05 087 100 4

RR4-TSW-1493

49/28

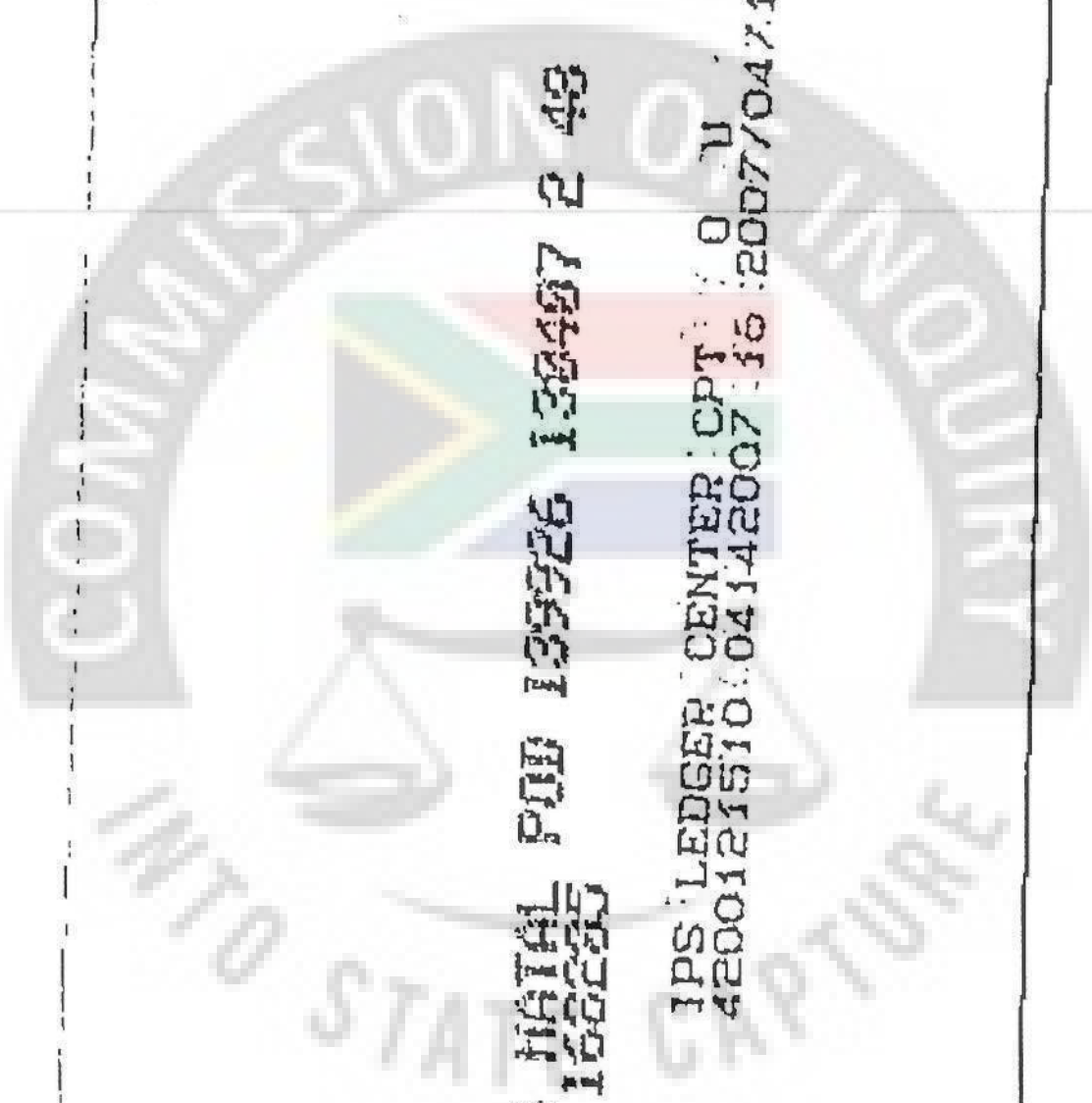


G 9/29

01/5150

1335 897234 HATIL POB 133326 133497 2 48  
CREDIT 166635

IPS LEDGER CENTER CPT: 0 0  
4200121510 04142007 16:2007/04/16:05:25:06







040-026

DURBAN

Date  
Datum 2007-04-24

or Bearer  
of To order

TRIMBORN AGENCY CC

TRIMBORN AGENCY CC

THOUSAND

R 33 745 - 50

For Mr.

SEVEN HUNDRED AND FORTY FIVE RAND

IF - BEN

2007-04-24

FIFTY

HERMAN ANDERSON TRUST  
05 087 199 4

T05 / 8407

62 - 45 - 26

\* 102302 1:040026: 050871994 02

RR4-TSW-1495  
G 9/30

G 9/31

IPS LEDGER CENTER CPT 0 L  
2200373549 0428200749 2007/04/29 06:13:55  
R086 R0860999 P12 IPS

510/1

050033077

DURBAN  
PO BOX 47047  
GREYVILLE 4023

THE PROPRIETOR  
KUBONI AND SHERI ATTORNEYS  
PO BOX 61282  
BISHOPSGATE  
4008

DURBAN 0026  
MONTHLY MAIL

The Standard Bank of South Africa  
Limited  
Registered Bank  
Reg No 1962/000738/06  
VAT Reg No. 4100105461  
Customer Care Centre : 0860 101 341  
27 March 2007  
591372315

Statement No 137  
VAT Reg. No.  
Page 1 of 9

## BANK STATEMENT / TAX INVOICE

BUSINESS CURRENT ACCOUNT

Account Number 05 003 307 7

On 07 March the usury maximum lending rate increased to 23.00%.

The interest rate applicable to your account is shown at the bottom of  
this statement. Should you require information on credit interest rates  
please visit our website [www.standardbank.co.za](http://www.standardbank.co.za).

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD				03 01	14.218,92
IB PAYMENT TO UNATHI XOKO 936002247	14,50	3.000,00-		03 01	11.218,92
IB PAYMENT TO J.S. NDABA 936002247	6,60	500,00-		03 01	10.718,92
IB PAYMENT TO M MJOKOVANA 936002247	14,50	15.000,00-		03 01	4.281,08-
IB PAYMENT TO LINTLE KOLISANG 936002247	14,50	3.000,00-		03 01	7.281,08-
ACCOUNT PAYMENT 9058 ACT KZN WEL002 R02261	6,72	520,39-		03 01	7.801,47-
ACCOUNT PAYMENT 9556 SESA VAF 34061606 0002 01 MAR	3,60	5.101,58-		03 01	12.903,05-
SERVICE AGREEMENT 9532 CANON OR DUE141	7,13	588,24-		03 01	13.491,29-
ACCOUNT PAYMENT 9721 CORPAY NASHUA MBL 40872053	14,50	6.603,54-		03 01	20.094,83-
ACCOUNT PAYMENT 9516 DIAGONAL 74030086 DIAG SERVICE AGREEMENT 9686	7,59	664,32-		03 01	20.759,15-
LSSUPPORT KUBO01 NO LW39333	8,12	753,90-		03 01	21.513,05-

\*\* These cheques have not yet been received and are therefore not included with this statement

## These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any  
discrepancies to the Bank as soon as possible.

