



EXHIBIT SS 13

**MADIMPE
MOGASHOA**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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INDEX: EXHIBIT SS 13

#	Pages	Pages
.	Affidavit of Madimpe Mogashoa	01 to 20
2.	Annexure "MM1"	21 to 23
3.	Annexure "MM2"	24 to 28
4.	Annexure "MM3"	29
5.	Annexure "MM4"	30
6.	Annexure "MM5"	31
7.	Annexure "MM6"	32 to 34
8.	Annexure "MM7"	35 to 38
9.	Annexure "MM8"	39 to 40
10.	Annexure "MM9"	41
11.	Annexure "MM10"	42
12.	Annexure "MM11"	43

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In the Commission of Enquiry into State Capture

AFFIDAVIT

I, the undersigned,

MADIMPE MOGASHOA

do hereby make oath and state:

Introduction

1. I am an adult male practising attorney, employed as a director of Diale Mogashoa Incorporated Attorneys ("**DM Attorneys**"). I have been practicing as an attorney for the past 20 (twenty) years or so.
2. The averments made herein are true and correct, and unless I say so or the context indicates otherwise, are within my own personal knowledge and belief.
3. DM Attorneys is a well-established and professionally managed law firm based in Pretoria and Cape Town. Our firm provides an array of legal services to, amongst others, state-owned enterprises, constitutional institutions, government departments and private entities.

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Purpose of this affidavit

4. On 17 April 2020 I received an email from Ms Bait seng Rangata ("**Ms Rangata**") attaching a letter from the Commission of Inquiry into State Capture, Corruption and Fraud in the Public Sector including Organs of the State (the "**Commission**") addressed to our firm for my attention in terms of which, amongst others, we were informed:
- 4.1. that on the 16th and 17th March 2020, Ms Martha Ngoye ("**Ms Ngoye**"), employed at the Passenger Rail Agency of South Africa ("**PRASA**") as the Group legal, Risk and Compliance Executive gave evidence at the Commission and made certain allegations involving our firm in respect of certain matters that we were we acted as PRASA's attorneys of record in a number of disputes brought against PRASA by "Siyaya Group"; and
- 4.2. that although our firm has not been implicated in any wrongdoing, it was important that we submit our own version / account of events relating to the aforementioned matter as set fully out in paragraphs 3-5 of the Commission's letter.
5. Ms Rangata provided us with redacted affidavits (with relevant annexures) of Ms Ngoye and Mr Mfanimpela Moses Dingiswayo¹ ("**Mr Dingiswayo**") dated 17 February 2020 and 18 February 2020 respectively. We have been requested to give

¹ Employed by PRASA as General Manager: Group Legal Services. The affidavit was given to me on 13 May 2020 and Ms Rangata has advised me that Mr Dingiswayo has not testified before the Commission yet.



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consideration to certain paragraphs of these affidavits as they relate to our firm and/or me (as the case may be).

6. Given the ethical, contractual and professional obligations imposed on me as a legal practitioner and an officer of the court to jealously safeguard and respect attorney-client privilege, I deemed it necessary to first obtain written confirmation from PRASA to divulge privileged information to the Commission as requested. On or about 13 May 2020 Ms Ngoye confirmed in writing that PRASA does not have any objection in us providing the necessary information to the Commission in respect of the Siyaya Group matters.

Relevant Factual Background

7. I have had an opportunity to consider the affidavits of Ms Ngoye and Mr Dingiswayo as well other documents that relate to the matters of the Siyaya Group. I confirm that the averments contained in these affidavits are a correct recollection of the events that took place except where I otherwise in this affidavit proffer better clarity and/or put issues into their proper perspective in areas where our firm's involvement was concerned.
8. In respect of paragraph 38 of Mr Dingiswayo's affidavit, I wish to categorically state that I and our firm have never been part of any *secret settlement*. All our dealings in this matter have been transparent and we acted on written instructions from PRASA's officials.

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9. DM Attorneys were the attorneys of record of PRASA in various matters with different parties including the disputes with the Siyaya Group of companies, which included Siyaya DB Consulting Engineers (Pty) Ltd and Siyaya Rail Solutions (Pty) Ltd.
10. I was the responsible attorney at DM Attorneys who attended to the disputes on behalf of PRASA, and in this regard was assisted by one of the associates in the firm, Ms Ncebakazi Mbebe, who is currently on maternity leave and is expected to return to the office in October 2020.
11. In the period between 2015 and 2016 PRASA instructed our firm to defend a total of 6 (six) action proceedings matters instituted by the Siyaya Group against it, all of which actions were premised on some alleged agreements and/or arrangements that gave rise to obligations between PRASA and the Siyaya Group. The Siyaya Group would have had to render services of the nature described in each of the alleged arrangements, with PRASA carrying the obligation to pay for such services.
12. I imagine that for purposes of this submission it is not necessary to differentiate between the various companies under the Siyaya Group given that they may have been controlled and/or owned by the same person or people. In this context also, it might work out easier to only mention the various case numbers of each of the action proceedings in the stead of tabling out fully the nature of the matters they were given that the available affidavits and other documents in this matter set out those specific details:



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- 12.1. on or about 23 September 2015 our firm was instructed by PRASA to defend it in respect of a Summons issued by the Siyaya Group under case number **74281/2015**;
- 12.2. on 25 September 2015 our firm received 3 (three) more summonses by the Siyaya Group against PRASA, under case numbers **73933/2015**, **73934/2015** and **77333/2015**; and
- 12.3. on 29 June 2016, our firm was instructed by PRASA to defend it in respect of 2 (two) summonses issued by Siyaya Group with case numbers **47597/2016** and **47598/2016**.
13. Our firm filed the relevant notices of appearances to defend all these matters. All of these 6 (six) actions proceedings were instituted out of the High Court of South Africa, Gauteng Division, Pretoria. All of these matters were dealt with on the basis of such of the instructions were received from PRASA's Group Legal to defend them, and in this sense Ms Mbebe and I would interact and consult with Ms Ngoye, Mr Dingiswayo and Ms Shumi Mokotedi ("**Ms Mokotedi**") at various and different occasions as was necessary to obtain the relevant instructions required.
14. In respect of the 2015 cases the Siyaya Group sought summary judgements in these matters, however PRASA successfully opposed such applications on the basis that it had proper defences. For these summary judgement applications PRASA had employed the services of counsel Mr Mike Maritz SC, and assisting him at the time was Mr Kennedy Tsatsawane.

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15. In further defending these matters exceptions were filed and argued and at some point PRASA managed to file its pleas on the basis of the defences elaborated upon through the consultation processes referred to in paragraphs *supra*. It is at this point relevant that I mention that on or about 28 October 2016 we received instructions that the matter between the parties with case number 77333/2015 had become settled on the basis that PRASA had entered into some settlement arrangements with the Siyaya Group, and we proceeded to close our file accordingly. The remainder of the matters proceeded with the normal litigation processes in the High Court until, in May of 2017, the parties agreed that all the remaining 5 (five) matters be referred for arbitration.
16. The parties managed to agree to the appointment of the retired Judge Fritz Brand as an arbitrator in these matters, and all the remaining 5 (five) matters were then scheduled to be heard between the 11th & 22nd of September of 2017. The further agreement was that the pleadings as may have been contained in the various court proceedings would then represent the parties' respective statement of cases and that the parties would be guided by the uniform court rules in their further conduct of the matters until the conclusion of such arbitration proceedings.

The disputes in the various cases between PRASA and the Siyaya Group

17. The nature and details of the disputed issues between the parties in respect of the proceedings the Siyaya Group instituted against PRASA are set out in both our firm's reports dated 21 November 2017 and 30 November 2017 that our firm prepared for PRASA ("**the DM Reports**"). Copies of these reports, with their own

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annexures as may be, are annexed to the affidavit of Ms Ngoye which is referred as annexures 'MN4' and 'MN7', and which affidavit I believe has been received by the Commission. I confirm the correctness of what is set out in the Reports. To add to this, it must be understood that the DM Reports would also have had to be considered in the broader matrix of PRASA's various pleaded cases that would have had to be adjudicated upon in the applicable forum, with the arbitration being what was applicable at the time of our firm's involvement.

18. I take note of Ms Ngoye's submissions in paragraph 29 of her affidavit where she refers to the sections 417 & 418 of the insolvency inquiries. It is indeed so that our firm, with the appointed counsel team Kennedy Tsatsawane SC and Mawande Seti-Baza as his junior, was instructed to attend to these inquiries on the 28th and 31st of August 2017 on behalf of PRASA, and in particular that we assist its employees that had been served with subpoenas to be at such hearings.
19. It is at this point important to note that at the conclusion of our limited participation, the commissioner of the proceedings requested that there be some engagement between PRASA and its subpoenaed employees with Mr Mabunda of the Siyaya Group in order to establish whether there could be some common ground found that may lead to the settlement of the Siyaya Groups' claims, or at least some of them, which claims stood to be adjudicated upon in the arbitration proceedings that were to follow on the 11th of September that very same year.
20. To this request, and after consultations with PRASA and the employees on whom such subpoenas were served, our office went on to file letters that are attached to

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Ms Ngoye's annexure 'MN7', which is one of the Reports that is dated 30 November 2017, are referred to as *annexures 'J', 'K', 'L', & 'M'*. In short, it could from these letters be gleaned that PRASA could not consider any settlement of any of the matters even in the context of the hearings of the insolvency inquiries. Further, and also at the end of our limited participation in the insolvency proceedings, we made representations that we would wish to be placed in possession of the report of the insolvency commission, redacted or otherwise to limit it to the PRASA witnesses at whose instance our firm was at the inquiry, and furthermore that such be made available to us in its interim stage as may have been the case, or in its final form. The reason that we so sought to be placed in possession of the report was that we take it into account as we finally would have had to prepare for the upcoming arbitration proceedings, and also that we hereabout obtain relevant instructions from PRASA as may have at that time proven necessary. Our office was never placed in possession of any such report(s) as may be, from the commission or our opponents, whether at that time, when we withdrew from the instructions and/or to this day. What I submit in this paragraph would probably be of assistance to Ms Ngoye to the extent that in paragraph 34 of her affidavit she says "*...I was aware that DM Attorneys had been present at the hearings and had not told me of concessions having been made..*". Report 'MN4' I refer to in my other paragraphs was prepared on the instructions of Group Legal of PRASA.

21. I take note of what Ms Ngoye says in paragraph 36 of her affidavit and submit that, as I say in my paragraph 20 above, neither our firm nor I were ever placed in possession of the '*interim report*'. In this context, neither our firm nor I, and neither

8


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even PRASA's counsel team at that time could engage with the *'interim report'* with the result that there could have been some engagement with our client, PRASA. This is so simply because we never received it. Our firm's position regarding this issue is properly articulated in our report *'MN7'* that is referred to in Ms Ngoye's affidavit.

22. I have taken note of Ms Ngoye's paragraph 37 and wish to confirm that our firm never received instructions, and neither was it ever requested to "...advise her of PRASA's *"defence strategy particularly in view of the concessions"*...". It is at this point not certain to me what Ms Ngoye is referring to in her deliberations with Ms Makhubele.

The Chairperson's memo to the AGCEO dated 28 November 2017

23. On 29 November 2017 I received PRASA's document from Mr Dingiswayo which is referred to as Chairperson's (Ms Makhubele) memo to the then Acting Group Chief Executive Officer (Mr Lindikaya Zide) ("**AGCEO**") dated 28 November 2017, with instructions that I comment on issues in the memo that related to our firm. I see that this memo is referred to in paragraph 35 of Ms Ngoye's affidavit as annexure *'MN5'*, and also in Mr Dingiswayo's affidavit on paragraph 42.2 and as annexure *'MMD11'*. Our firm responded to Mr Dingiswayo's instructions by preparing and filing a report that is referred to in Ms Ngoye's affidavit as annexure *'MN7'*, dated 30 November 2017 and which report is also discussed in other paragraphs that appear here above in this submission.

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24. On the morning of the 4th of December 2017 or thereabout I received a call from Mr Zide, with instructions that PRASA wanted me to come to their offices for a meeting with the Chairperson, Ms Makhubele, regarding the matters our firm was dealing with on behalf of PRASA against the Siyaya Group of companies. Ms Mbebe and I decided to take with the DM Reports as we thought both would be relevant to a discussion around the S Group of matters our firm was defending at that time, which meeting took place in the afternoon of the same day.
25. Ms Mbebe and I were at the meeting hosted by Ms Makhubele and Mr Zide, and the purpose of which, as we gathered, was that Ms Makhubele was unhappy about the fact that what she had addressed, as an internal document, to Mr Zide was then distributed and shared with us by the Group Legal without her consent. We were at that point requested by Ms Makhubele to hand over her memo back to her, but given that we had received it electronically we undertook to discard with it to the extent that it originally was not meant for our firm. She pointed out that she was not going to accept our report of 30 November 2017, that responded to the memo in as far as our firm was concerned, given that her memo was not meant to us in the first place.
26. Further, and at this meeting, Ms Makhubele made the point that she had been placed in possession of the insolvency inquiry interim report into the liquidation processes of the Siyaya Group, that was dated 17 September 2017, and that it was directed at the Master of the High Court. I made the point to her that our firm had not seen the report she was referring to, and that it was so despite that we had called on our opponents to make same available. She voiced out concerns that she was not sure

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how PRASA was going to deal with the report at the arbitration proceedings, which at that time had been postponed to March of 2018, given the evidence of PRASA's employees at the insolvency inquiry. She further made the point that given the contents of the report, she was of the view that the only contract that could still be disputed by PRASA was the one in respect of which Mr Kobuwe testified. I made the point to Ms Makhubele at that meeting that it was not going to be possible for me to comment on her concerns without the benefit of having seen the contents of the interim report of the insolvency inquiry myself.

27. In closing the meeting, we were advised by Ms Makhubele that Mr Zide would in due course inform us in writing how PRASA wishes to proceed with the disputed matters, and furthermore also inform us how PRASA was going to deal with the issue of her memo that had been sent to our firm inadvertently. The meeting then closed on that note. On the same day or soon thereafter, I telephonically informed Ms Ngoye, Mr Dingiswayo and Ms Mokotedi of my meeting with Ms Makhubele and Mr Zide, with particular reference to the fact that she expressed displeasure at the fact that our firm had been sent an internal memo. I subsequently did not receive any such communication from PRASA as was undertaken by Ms Makhubele.

PRASA's instructions to make tenders

28. On or about the 14th of December 2017 I received a call from Mr Zide who indicated that PRASA wanted to consult with me on the 15th of December 2017. I was still working during that festive period, as I would normally, so I was available to attend

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to PRASA's offices as had been requested to do so by the AGCEO. I was informed that the meeting would be about the Siyaya Group's matters with PRASA.

29. On 15 December 2017 I attended a meeting at PRASA's offices in Hatfield and was received by Ms Makhubele and Mr Zide. Members of the Group Legal team were not present at this meeting. Ms Makhubele kicked off by mentioning to me that PRASA had taken a decision that the Siyaya Group's matters with PRASA were now being dealt with by PRASA's board, and that I would receive relevant communication and instructions by the board through Mr Zide. In this regard I was instructed by Ms Makhubele that there was no need for me to be in contact with the Group Legal of PRASA as every instruction from thereon would come from the board via Mr Zide. It is indeed so that when I spoke on the phone with Mr Dingiswayo the same day or soon thereafter I informed him that in the meeting I was given specific instructions not to discuss the matters with Group Legal anymore because the Siyaya Group matters were in the board's hands, and that any further communication to our firm would be through the office of the Mr Zide who at the time we understood was the AGCEO.

30. Ms Makhubele then proceeded with the meeting by stating that PRASA had considered its position in as far as its disputes with the Siyaya Group's matters was concerned, and had to take a position regarding what liability the PRASA group could be exposed to when she takes into account the totality of the existing factors, more so PRASA's defences in relation to the insolvency inquiry's interim report. In response, I repeated our firm's position that we cannot add any value to the

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debate around what the contents of the insolvency inquiry interim report are since we have not seen it, and that accordingly we remain in the dark regarding what the report's implications are on PRASA's possible liability, or not, to the claims by the Siyaya Group. Ms Makhubele then submitted that it is as a result of the consideration of the totality of the various factors that PRASA has taken a decision to make an attempt at settling the matters and claims by the Siyaya Group, and that they have reasons to settle 4 (four) of the 5 (five) matters.

31. I was advised at the meeting that further investigations were being conducted by PRASA in as far as the matter with case number **74281/2015** was concerned, and that at that time there existed no basis to settle this particular dispute. It was PRASA's wish, as expressed by Ms Makhubele at that meeting, that the remaining 4 (four) matters be settled and that in that regard, PRASA had worked out that offers be made as here below outlined:

31.1. R 17 178 853.00 tender be made in respect of case number 47597/2016;

31.2. R 15 371 739.87 tender be made in respect of case number 47598/2016;

31.3. R 8 095 950.00 tender be made in respect of case number 73933/2015; and


31.4. R 7 098 481.66 tender be made in respect of case number 73934/2015.

32. Ms Makhubele made further submissions that there would need to be some confidentiality provisions associated with the intended settlement offers, and that the offers are made without admission of liability but for settlement purposes only in order for PRASA to avert its risks as may be associated with the disputed matters

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with the S Group. I made the point in the end, that if it is indeed PRASA's position that the matters be dealt with in a manner that was at the meeting thought by it, that our firm as a service provider and creature of instructions would oblige and act accordingly if and when we are given written instructions. The meeting ended on the note that PRASA would revert with written instructions.

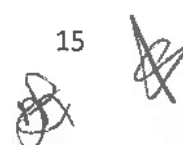
33. Later that same day, PRASA through Ms Matsemela (who was at that time Mr Zide's assistant) sent me an email attaching PRASA's letter of instructions which is attached to this affidavit as annexure 'MM1'. Our firm then attended to formulate offers in line with the letter of instructions from PRASA, and proceeded to send the tenders to the legal representatives of Siyaya Group, ("our opponents"), in respect of the 4 (four) matters instructed on.
34. On 18 December 2017 our opponents responded by sending our firm a letter through which they expressed a view that the tenders filed were not in compliance with what we had received by way of instructions, and that we needed to revisit what we had tendered to factor in the issue of interest. Their letter is attached hereto as annexure 'MM2'. Needless to submit that obviously we were concerned about how they managed to gain knowledge of the instructions that PRASA had given us regarding the settlement proposals, we went on to forward their letter to PRASA for instructions around the issue of interest. Mr Zide instructed us to factor in interest from the date that the various summonses were issued in respect of the 4 (four) matters, subsequent to which we presented to PRASA what the calculable interest is in line with the applicable rates. Mr Zide went on to instruct our firm to make the revised offers that had taken into account the applicable recoverable



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interest, and this through his instructions dated 21 December 2017, attached hereto as annexure 'MM3'.

35. Adv Francois Botes, counsel for the Siyaya Group, and in response to the filed revised offers, wrote an email to me and advised that his clients had instructed that PRASA's revised offers be accepted. I attach his correspondence confirming such acceptance of PRASA's offers as annexure 'MM4'. Our office went on to advise PRASA that the revised tenders had been accepted, subsequent to which, and on the same day the 21st of December 2017 Ms Makhubele acknowledged receipt of my update report and confirmed that Mr Zide would proceed with the rest of the finalization of the matters, including attending to the relevant payments. In this regard please see the attached annexure 'MM5'.
36. On 08 January 2018 we received a letter from our opponents regarding their proposals in respect of the outstanding matter with case number 74281/2015, attached hereto and marked annexure 'MM6'. Despite that this letter was forwarded to PRASA for their consideration and instructions, no communication has since come forth from client.
37. On 17 January 2018 our firm was carbon copied in a letter by our opponents that was addressed to the arbitrator retired Judge Brand, in which they sought to bring to the Judge's attention that although settlements were reached in some matters but that no payments were yet received, that they had intended to bring such settlements to his attention and in the intended disclosure apply for the settlements to be made the arbitrator's awards. The letter further makes the point that it was anticipated



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that the scheduled arbitration hearing in March of 2018 would deal with only the matter that remained in dispute, i.e., that with case number 74281/2015. The letter is attached and marked annexure 'MM7'. Our office went on to make available this communication to Mr Zide in order that he provides us with instructions. It however appears that the expected payments still were not made by PRASA to the Siyaya Group and this then led to our opponents writing another letter to the retired Judge Brand, dated 29 January 2018 and which letter we hereto attach as annexure 'MM8'.

38. In this letter our opponents made submissions to Judge Brand that in respect of the matters in respect of which they had accepted PRASA's offers, that they would make available to him draft applications to convert each of the four settlements into the arbitrator's award, and that the Judge may give them some indication regarding when soonest he would be available to meet with the parties for that purpose. Although initially Adv Botes had arranged to have the parties appear before Judge Brand on 05 February 2018, the final arrangement was made to have the parties appear before him on 07 February 2018 at 13:00, and in Pretoria. At this stage our office had already briefed PRASA of the intended meeting with the Judge as arranged by opponents, and that the draft awards had been availed to Mr Zide for urgent consideration and instructions.
39. On 07 February 2018 I received a forwarded message from Mr Zide by Ms Makhubele, in which it was confirmed that our office was mandated to proceed to confirm the settlements and that in respect of the outstanding disputed matter the parties were to proceed with arbitration. I attach the relevant WhatsApp



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communication between Mr Zide and I, marked annexure 'MM9'. I had at that time already pointed out to my opponents that I was not going to be in attendance of the meeting with Judge Brand unless I was so expressly instructed by client, PRASA. I accordingly attended to proceedings before Judge Brand on behalf of PRASA, at which Adv Botes and I made representations as instructed by our respective clients following which the settlements were confirmed as arbitrator's awards. I subsequently forwarded to PRASA the relevant awards for their attention and payment as expected by our opponents.

40. I accept that despite the arbitration awards, the payments expected were still not made by PRASA and this is why on or about 09 February 2018 our firm received a notice of motion in respect of which the applicant, the Siyaya Group, had intended to make the arbitrator's awards orders of court as this would enable them to execute against PRASA for the payment of such orders. The applications at that time were not complete and by 21 February 2018 we had been placed in possession of full sets of the applications which we forwarded to client for consideration and instructions. The relevant communication to PRASA is attached hereto and marked annexure 'MM10'. I do not have a record of ever receiving instructions on what to do with these applications, and this despite that the applications stood to be heard on 09 March 2018.
41. On or about 05 March 2017 I received a call from Mr Dingiswayo who said to me that he had heard that the Siyaya Group was in a process of applying to court to make the arbitrator's awards orders of court, and that if that was the case that I



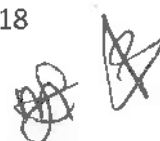
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forward to him such relevant applications. I did so through an email attached hereto and marked annexure 'MM11'.

42. On or about 08 March 2018 I was contacted by Mr Dingiswayo, who advised that his department was going to meet with Mr Cromet Molepo ("Mr Molepo"), the AGCEO at that time, and that, amongst others, they were going to discuss the applications that had been brought by the Siyaya Group against PRASA. I attended the meeting that took place on the same day accompanied by Ms Mbebe, and that we were received by Mr Molepo, Mr Zide, Ms Ngoye and Mr Dingiswayo. At this meeting we were advised that the purported settlements that our firm was instructed to enter into with the Siyaya Group were unlawful *ab initio* because Ms Makhubele did not have the authority to commit PRASA to such settlements, and that accordingly PRASA had instructed another law firm to oppose the applications. It was considered that our firm would be conflicted to deal further with the instructions necessary because we were instructed to engage in settlement engagements with the Siyaya Group when there was no authority to do so on the part of Ms Makhubele.
43. Our firm accordingly withdrew as attorneys of record for PRASA in the 'settled' matters that at that point would become disputed matters in the application court, and this we attended to on 08 March 2018.

Conclusion

44. My submissions above are made on the basis of the documents that I could find given that our firm no longer assists PRASA with these matters. I want to believe



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that what I say here above would assist the Commission further with its investigations.

45. I also reserve my rights to supplement my affidavit should more information come to light.

see over

Madimpe Mogashoa

I certify that this affidavit was signed and sworn before me at Pretoria
on this the 19th day of May 2020, by the deponent after
the deponent declared that she knew and understood the contents of this declaration, that
the deponent had no objection to taking the prescribed oath and has taken the prescribed
oath which the deponent considered binding on her conscience, having complied with
regulations contained in Government Notice R1258 of 21 July 1972, as amended.

Mari-Jana

COMMISSIONER OF OATHS

Name:

Address:



**MULLER WEBBER
& WILSNACH**
ACCOUNTANTS CC.


COMMISSIONER OF OATHS (RSA)
MARI-JANA PRINSLOO
TAX TECHNICIAN (SA)
SAJT: 54712862

1 Avocat Cnr. Hazeldean Office Park, 687 Silverlakes Rd, Silver Lakes

[Handwritten marks]

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Designation

Two handwritten signatures in black ink, one to the left of the other, located at the bottom right of the page.



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

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Braamfontein, 2017
T: +27 12 748 9000

Diale Mogashoa Attorneys
Brookfield Office Park
Ground Floor, South Block
272 Bronkhorst Street
Nieuw Muckleneuk
Brooklyn, Pretoria

Dear Mr Mogashoa

SIYAYA DB CONSULTING ENGINEERS (PTY) LTD (NOW IN LIQUIDATION)

1. I confirm that you were instructed to defend the actions instituted at the Gauteng Division of the High Court Pretoria, under the case numbers indicated hereunder.
2. Furthermore I confirm the meeting held between yourself and the Chairperson of the Interim Board of Control on 15 December 2017, and that you were instructed as follows:

A) Siyaya DB Consulting Engineers (now in liquidation)

2.1 In respect of Case No. 74281/15- PRASA's instructions are that you pend both the file and the arbitration proceedings until receiving further instructions. You are also instructed to confirm with the liquidators the amount claimed by Siyaya. According to the documents attached in the particulars of claim, the matter appears to arise from an initial contract of R 5.6 million which appears to have been settled. The total amount for the project is indicated as R 14 million. In this regard, the

Directors
Adv. IAN Makhubela SC (Chairperson), C Molepo (Acting Group CEO)
G Matuleke, X George, Dr. N Skeepers, MC Reddy
Prof. J Matuleke

Company Secretary
L Zide



outstanding amount if any, will be the difference between the R 14 million and R 5.6 million which Siyaya conceded in a memo provided to PRASA, to have been paid and received.

- 2.2 In respect of Case No. 77333/15- You have advised the Chairperson that you did not file a plea because it was agreed between you and Siyaya legal representatives that the amount claimed under this matter was paid in April 2016.
- 2.3 In respect of Case No. 73934/15- The amount claimed is R7 098 481.66, PRASA's instructions is for settlement of this matter, as per the amount claimed.
- 2.4 In respect of Case No. 73933/15- the amount claimed is R 8 095 950.00, PRASA's instructions is for settlement of this matter, as per the amount claimed.
- 2.5 In respect of Case No. 47598/16- The amount claimed is R 15 371 739.87, PRASA's instructions is for settlement of this matter, as per the amount claimed.

B) Siyaya Rail Solutions (PTY) LTD

- 2.6 In respect of Case no 47597/16- the amount claimed is R 21 million. However, after investigations and verifications PRASA's instructions are that the amount that is due and payable for settlement is R19 583 778.42 (Including vat).

C) Interest Payable

- 2.7 It was noted that in some instances in the summons instituted, the interest claimed was to be reckoned from the date of invoice.
- 2.8 The instruction to you is that the payment of interest should be reckoned from the date of summons.

**prasa**PASSENGER RAIL AGENCY
OF SOUTH AFRICA**D) Full and Final Offer**

2.9 You are instructed to tender this offer as follows:

2.9.1 Liquidators of the Siyaya DB Consulting Engineers (Now in Liquidation), in the total amount of R30 566 171.53 plus interest.

2.9.2 Attorneys representing Siyaya Rail Solutions (PTY) LTD, in the total amount of R 19 583 778.42 plus interest.

E) Confidentiality Clause

2.10 As discussed with the Chairperson you are to include the confidentiality Clause in the Settlement offer.

Please advise as soon as possible if this offer is acceptable.

Kind regards,

LINDIKAYA ZIDE

GROUP COMPANY SECRETARY

DATE: 15/12/2017.



Mathopo Attorneys

Legae la Ditlou
75 Xavier Street
Crown Gardens
Johannesburg
P.O. Box 3386

Johannesburg, 2000
Tel: +27 11 433-8290/4
Fax: +27 11 433-8281
info@mathopo.co.za
VAT No: 404228787

Your Ref: Mr M Mogashoa/

Date: 18 December 2017

Diale Mogashoa Inc

Postnet Office Suit 101

Private Bag X15

Menlopark

0102

Email: madimpe@dm-inc.co.za

Dear Mr Mogashoa,

**IN RE : SIYAYA / PASSENGER RAIL AGENCY OF SOUTH AFRICA (PRASA) :
PRIVATE ARBITRATION**

1. Your settlement offers in respect of case numbers 47597/2016, 47598/2016, 73933/2015 and 73934/2015 refer.

1.1. We represent Siyaya DB Consulting Engineers (Pty) Ltd (in liquidation) and Siyaya Rail Solution (Pty) Ltd herein (hereinafter referred to collectively as "our clients").

1.2. We directed our clients' attention to your client's settlement offers, which are contained in two separate documents, for their consideration. We take note of the fact that both settlement offers are made "without admission of liability and purely for settlement purposes".

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya

- 1.3. Our clients are *bona fide* and have nothing to hide. For the sake of clarity and transparency it is our instructions to address this letter to you "with prejudice" of our clients' rights herein.
2. Your settlement offers do not comply with the provisions of Rule 34(5)(c) of the Uniform Rules of the High Court. You received instructions from your client, PRASA, to submit the following settlement offer or tender to our clients:
 - 2.1. Case no. 47598/2016 – R15 371 739,87;
 - 2.2. Case no. 73933/2015 – R8 095 950,00;
 - 2.3. Case no. 73934/2015 – R7 098 481,65; and
 - 2.4. Case no. 47597/2016 – R19 583 778,42.

Plus interest *a tempore morae* at 9% per annum on the aforesaid amounts, calculated from date of service of the respective summonses, until date of final payment.

3. Your client, PRASA, did not instruct you to submit an offer or tender to our clients in respect of the capital amounts only. Your client's specific and express instruction to you was to submit an offer or tender to our clients which provides for payment of interest *a tempore morae* at the rate of 9% per annum, calculated from the date/s upon which the respective summonses were served on your clients.
4. In the premises your client is liable and responsible to effect payment in the following amounts to our clients:

4.1. CASE NO. 47598/2016

- The combined summons was served by the Sheriff on your client on 17 June 2016.
- Our client is therefore entitled to payment of interest *a tempore morae* at the rate of 9% per annum on the amount of R15 371 739,87, calculated from 18 June 2016 until date of final payment.
- $R15\,371\,739,87 \times 9\% = R1\,383\,456,59$ per annum.
- $R1\,383\,456,59$ divided by 12 = R115 288,05 per month.
- $R115\,288,05 \times 18$ months = **R2 075 184,88.**

4.2. CASE NO. 73933/2015

- The combined summons was served by the Sheriff on your client on 11 September 2015.
- Our client is therefore entitled to payment of interest *a tempore morae* at the rate of 9% per annum on the amount of R8 095 950,00, calculated from 12 September 2015 until date of final payment.
- $R8\,095\,950,00 \times 9\% = R728\,635,50$ per annum.
- $R8\,095\,950,00$ divided by 12 = R60 719,63 per month.
- $R60\,719,63 \times 27$ months = **R1 639 429,87.**

4.3. CASE NO. 73934/2015

- The combined summons was served by the Sheriff on your client on 11 September 2015.
- Our client is therefore entitled to payment of interest *a tempore morae* at the rate of 9% per annum on the amount of R7 098 481,65, calculated from 12 September 2015 until date of final payment.
- $R7\ 098\ 481,65 \times 9\% = R638\ 863,35$ per annum.
- $R7\ 098\ 481,65$ divided by 12 = R53 238,61 per month.
- $R53\ 238,61 \times 27$ months = **R1 437 442,52.**

4.4. CASE NO. 47597/2016

- The combined summons was served by the Sheriff on your client on 17 June 2016.
- Our client is therefore entitled to payment of interest *a tempore morae* at the rate of 9% per annum on the amount of R19 583 778,42, calculated from 18 June 2016 until date of final payment.
- $R19\ 583\ 778,42 \times 9\% = R1\ 762\ 540,06$ per annum.
- $R19\ 583\ 778,42$ divided by 12 = R146 878,34 per month.
- $R146\ 878,34 \times 18$ months = **R2 643 810,08.**

5. We have advised our clients not to insist on payment of their legal costs, as provided for in Rule 34(5)(d) of the Uniform Rules of the High Court, **on condition** that your clients pay the interest *a tempore morae* as provided for in paragraph 4 *supra*.
6. In the premises your clients are liable and responsible to effect payment in the following amounts to our clients:-

6.1. CASE NO. 47598/2016

$R15\ 371\ 739,87 + R2\ 075\ 184,88 = R17\ 446\ 924,75;$

6.2. CASE NO. 73933/2015

$R8\ 095\ 950,00 + R1\ 639\ 429,87 = R9\ 735\ 379,87;$

6.3. CASE NO. 73934/2015

$R7\ 098\ 481,65 + R1\ 437\ 442,52 = R8\ 535\ 924,17.$

Total

R35 718 228,79

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya

6.4 CASE NO. 47597/2016

R19 583 778,42 + R2 643 810,08 = **R22 227 588,50.**

Total

R22 227 588,50

7. You did not file a plea in respect of case no. 77333/2015, by virtue of the fact that the amount claimed was indeed paid by your client during April 2016. This matter is therefore settled and finalized *in toto*.
8. We are in the process of obtaining instructions in respect of our clients' claim under case no. 74281/2015. Our client persists with its claim in the amount of R17 628 119,32, which amount will be verified during the course of this week. We therefore undertake to provide your client with a detailed and comprehensive calculation of our clients' claim in this regard, specifically to enable your client to conduct its own investigation and reconciliation.
9. Our clients are therefore prepared and amenable to settle all the outstanding matters, referred in paragraphs 4 and 6 *supra*, as follows:-
 - 9.1. Siyaya DB Consulting Engineers (Pty) Ltd (in liquidation)
 R35 718 228,79 payable on or before Wednesday, 20 December 2017, into the following bank account:
 Name of account holder: Crouse Inc Trust Account
 Bank: Standard Bank of South Africa Ltd
 Branch: Menlyn
 Account no. 081324839
 Reference: Siyaya (in liquidation)
 - 9.2. Siyaya Rail Solution (Pty) Ltd
 R22 227 588,50 payable on or before Wednesday, 20 December 2017, into the following bank account:
 Name of account holder: Crouse Inc Trust Account
 Bank: Standard Bank of South Africa Ltd
 Branch: Menlyn
 Account no. 081324839
 Reference: Siyaya Rail Solution
10. In the event that your client is amenable and prepared to effect payment in the amounts referred to in paragraphs 9.1 and 9.2 *supra*, our client is prepared to waive and abandon its claim for the legal costs incurred in respect of the various matters referred to herein.
11. Siyaya DB Consulting Engineers (Pty) Ltd (in liquidation) reserves all its rights insofar as the matter under case no. 74281/2015 is concerned. We undertake to revert to you in this regard within a day or two.



We await your response herein as a matter of urgency.

Yours Faithfully

Mathopo Attorneys

A handwritten signature in black ink, appearing to read 'T Mathopo', with a large, stylized loop at the end.

Per T Mathopo

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya

A small, handwritten mark or signature in the bottom right corner, possibly initials.

Regards
Madimpe Mogashoa

[Get Outlook for iOS](#)

From: Lindikaya Zide <lzide@prasa.com>
Sent: Thursday, December 21, 2017 9:45:09 AM
To: Madimpe Mogashoa
Subject: Re: FW: ARBITRATION FOR SIYAYA//PRASA

Dear Mr. Mogashoa,

I have read the above subject matter and it will be in order for you to proceed as per the proposal.

Many thanks and regards,

L.Zide

On 15 Dec 2017 19:46, Madimpe Mogashoa <madimpe@dm-inc.co.za> wrote:

My good Sir

Attached are the offers that went out in line with the instructions.

Regards



This email and any attachments are intended only for the use of the individual or entity named above and contains information that is confidential and privileged. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email is strictly prohibited. Opinions, conclusions and other information in this message that do not relate to the official business of our firm shall be understood as neither given nor endorsed by it. If you received this in error, please inform the sender and please delete all data from your system.

Madimpe Mogashoa

From: Francois Botes <fbwotes@law.co.za>
Sent: Thursday, 21 December 2017 11:21 AM
To: tshepo@mathopo.co.za
Cc: tshepo@mathopo.co.za; Ncebakazi Mbebe; Madimpe Mogashoa; tanmakhubele@me.com; justusvw@icloud.com; johan@crouseinc.co.za; hannes@tshwanetrust.co.za
Subject: Re: ARBITRATION FOR SIYAYA//PRASA

Dear Mr Mogashoa,

Your Settlement Offers of even date refer. We received instructions from our respective clients to respond as follows to both your afore mentioned Settlement Offers :

1. Our clients accept PRASA's Settlement Offers; and
2. It is common cause between the parties that interest will be calculated (and payed) from the date upon which the respective summonses were served on PRASA.

Kindly effect payment of ALL the amounts concerned into the Trust account of Crouse Inc, the details which were communicated to you in our previous letter addressed to you.

Our clients' instructions are furthermore to request your client to expedite the payment of the amounts concerned and that it be attended to on an URGENT basis.

We trust that you find the aforementioned in order and we await payment herein ante omnia.

Kind regards,

Mathopo Attorneys Inc

On 21 Dec 2017, at 10:23, Madimpe Mogashoa <madimpe@dm-inc.co.za> wrote:

Good morning Sirs

Attached are revised offers in respect of matters with case numbers 47597/16, 47598/16, 73933/15 & 73934/15.

Kindly obtain instructions from your clients and revert.

Regards,

<image001.jpg>

This email and any attachments are intended only for the use of the individual or entity named above and contains information that is confidential and privileged. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email is strictly prohibited. Opinions, conclusions and other information in this message that do not relate to the official business of our firm shall be understood as neither given nor endorsed by it. If you received this in error, please inform the sender and please delete all data from your system.

From: Madimpe Mogashoa
Sent: 18 December 2017 11:25 AM
To: 'tshepo@mathopo.co.za'
Cc: Ncebakazi Mbebe
Subject: RE: ARBITRATION FOR SIYAYA//PRASA
Good morning Ntate Mathopo

Ncebakazi Mbebe

From: Madimpe Mogashoa
Sent: 21 December 2017 12:20 PM
To: Ncebakazi Mbebe
Subject: Fwd: ARBITRATION FOR SIYAYA//PRASA

Get Outlook for iOS

From: Tintswalo Makhubele <tanmakhubele@me.com>
Sent: Thursday, December 21, 2017 12:15:45 PM
To: Madimpe Mogashoa
Cc: Lindikaya Zide
Subject: Re: ARBITRATION FOR SIYAYA//PRASA

Dear Madimpe.
Thank you for the update .
Mr. Zide, please attend to finalize the matter wrt payment part.

Regards.

Chairperson .

Sent from my iPhone

On Dec 21, 2017, at 11:57 AM, Madimpe Mogashoa <madimpe@dm-inc.co.za> wrote:

Good morning Sirs

We acknowledge receipt of your correspondence here-below and have taken note of the contents thereof.

Kindly note that we have advised our client of your acceptance of the offers tendered as well as your request that payment be effected on an urgent basis. We will soon revert regarding client's position in this regard.

Regards,



Madimpe Mogashoa

Director

Mobile: 082 907 6327	Mail: madimpe@dm-inc.co.za
Telephone: (012) 346 5436/5939	Web: www.dm-inc.co.za
Direct Line: (012) 433 7145	Fax: (012) 346 5962
Direct Fax: 086 614 0125	

Brookfield Office Park, South Block,
272 Bronkhorst Street, Nieuw Muckleneuk Brooklyn, Pretoria
Postnet Office Suite 101, Private Bag X15, Menlo Park, 0102, Docex 49 Brooklyn

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[Handwritten signature]



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Tel: +27 11 433-8290/4
Fax: + 27 11 433-8281
info@mathopo.co.za
VAT No: 404228787

Your Ref: Mr. M Mogashoa/

Date: 08 January 2018

Dear Mr. Mogashoa,

Diale Mogashoa Inc.

Postnet Office Suite 101

Private Bag X15

Menlopark

0102

Email: madimpe@dm-inc.co.za

Dear Mr Mogashoa,

IN RE : SIYAYA / PASSENGER RAIL AGENCY OF SOUTH AFRICA (PRASA) :
PRIVATE ARBITRATION

1. Paragraphs 8 and 11 of our letter dated 18 December 2017 refer. We confirm that the matters issued under case numbers 47598/2016, 73933/2015, 73934/2015 and 47597/2016 have been settled in accordance with your clients' revised settlement offers. We accordingly await payment in the amounts referred to and contained in your clients' revised settlement offers as a matter of urgency.
2. The only outstanding matter pertains to case number 74281/2015. We received instructions from our client to direct your attention to the following material and important aspects insofar as this dispute is concerned:

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya

- 2.1. Prasa prepared a comprehensive memorandum dated 2 June 2015 which forms the subject matter of the outstanding dispute between our respective clients.
- 2.2. Prasa's former Group Chief Executive Officer, Mr Lucky Montana, approved the recommendations contained in paragraph 5 of the aforementioned memorandum on 19 June 2015, in terms of which it was recommended that Prasa effect payment to our client in the amount of R14 000 000,00, plus 14% VAT, as settlement for the work done in respect of the material coding project.
- 2.3. Prasa confirmed the following in paragraph 3 of the aforementioned memorandum:
- *"The appointment letter (notice to proceed) as issued by Prasa Technical indicated that the contract value for this project would be R5,6 million only. The project during its implementation identified work that needed to be done under the material coding."*
 - *"Siyaya DB was somewhat given the go-ahead and authority to proceed to implement the works needed under material coding. This go-ahead led to further financial requirements needing to be considered by Prasa. Ultimately Siyaya DB presented to Prasa invoices totaling R40 million which have up to date not been settled because of the claim by Prasa Technical that the project had been "handed over or transferred" to Prasa Rail which is now expected to see it through even though the project was initiated at Prasa Technical and the appointment made under Prasa Technical as well."*
 - *"Prasa Rail is mindful of the fact that in spite of the appointment letter issued by Prasa Technical to Siyaya DB indicating that the contract value for the SAP Blueprint is R5,6 million, the actual work done by Siyaya DB is R14 million."*
- 2.4. Prasa did indeed effect payment in the amount of R5,6 million, as alluded to in paragraph 3.1 of the aforementioned memorandum. Prasa is in addition liable and responsible to effect payment in the amounts referred and contained in paragraph 10 of our client's amended particulars of claim. Invoice numbers F00001 and F00002 were indeed paid subsequent to the payment in the amount of R5,6 million. Invoices F00003 to F000017 were issued after payment in the amount of R5,6 million was effected.
- 2.5. The amount of R14 million, excluding VAT, referred to and contained in Prasa's memorandum is a random amount and it does not represent a breakdown or reconciliation of any of the invoices referred to and contained in paragraph 10 of our client's amended particulars of claim. Be that as it may, on Prasa's own version an amount of R15 960 000,00 (R14 million plus R1 960 000,00 VAT) has to be paid to our client. Our client, however, persists with its claim in the amount of R17 628 118,59.

- 2.6. The arbitration has been set-down for hearing from 26 March 2018 to 28 March 2018. We suggest that, in the absence of any settlement reached herein, the arbitration proceed **only** in respect of the calculation of the amount which is due and payable to our client. Prasa should however effect payment in the following amount to our client, pending the finalization of the arbitration:
- On Prasa's own admission: R15 960 000,00;
 - Minus the amount referred to in paragraph 3.1 of Prasa's memorandum: R5 600 000,00;
 - **Total interim amount due and payable R10 360 000,00.**
- 2.7. The total amount which remains in dispute is R7 268 118,59, i.e. R17,628,118,59 minus R10 360 000,00.
- 2.8. The combined summons and particulars of claim were served by the Sheriff on Prasa on 15 September 2015. Interest *a tempore morae* at the rate of 9% per annum should then be calculated on the outstanding amount which is due and payable to our client as from 16 September 2015.
3. We respectfully submit that this entire dispute can be settled amicably between the legal representatives during a meeting. We are available to meet with you in an attempt to explain the calculation of the outstanding amount which our client claims from Prasa. In the event that Prasa is amenable and prepared to meet with us in this regard, we suggest that this meeting should be scheduled as soon as practically possible, specifically to curtail any further legal costs and related expenses.

We await your response herein as a matter of urgency.



Yours faithfully,

Per T Mathopo

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya





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info@mathopo.co.za
VAT No: 404228787

Your Ref: Siyaya / Prasa

Date: 17 January 2018

THE Honourable MR. JUSTICE FDJ BRAND

E-MAIL: fritzdj.brand@mweb.co.za

Dear Judge Brand,

**IN RE: SIYAYA v PASSENGER RAIL AGENCY OF SOUTH AFRICA ("PRASA"):
PRIVATE ARBITRATION**

1. We received instructions from Siyaya DB Consulting Engineers (Pty) Ltd [in liquidation] and Siyaya Rail Solution (Pty) Ltd (hereinafter referred to as "our clients") to address this letter to you. We are pleased and delighted to place the following on record and to report as follows: -

1.1 PRASA instructed its attorneys, Messrs. Diale Mogashoa Inc., to provide us with settlement offers or tenders, as envisaged in Rule 34(1) of the Uniform Rules of the High Court. We subsequently received two settlement offers on 21 December 2017 in terms of which PRASA offered or tendered to pay certain amounts in full and final settlement of the following claims: -

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya

A handwritten signature in black ink, appearing to be 'G. Mathopo', located at the bottom right of the page.

- 1.1.1 Siyaya DB Consulting Engineers (Pty) Ltd's [in liquidation] claims which were instituted under case numbers: 73933/2015, 73934/2015 and 47598/2016; and
 - 1.1.2 Siyaya Rail Solution (Pty) Ltd's claim which was instituted under case numbers: 47597/2016.
- 1.2 The settlement offers, referred to in paragraph 1.1 *supra*, were made without admission of liability and purely for settlement purposes. PRASA furthermore insisted that the existence, nature, terms and conditions of both settlement offers be regarded as strictly confidential and that same shall not be disclosed by either party in any manner or form, directly or indirectly, to any person or entity under any circumstances;
- 1.3 In the light of the aforementioned, we are not at liberty to disclose the details of both settlement offers herein;
- 1.4 You can unconditionally accept that our clients accepted both the aforementioned settlement offers on 21 December 2017;
- 1.5 Mr. Lindikaya Zide, the chief executive officer of PRASA, confirmed on 27 December 2017 that all the amounts which are due and payable to our clients pursuant to the acceptance of both settlement offers or tenders will be effected on 15 January 2018. Our clients accepted Mr. Zide's aforementioned undertaking and we await payment of the amounts referred to and contained in both settlement offers or tenders;
- 1.6 In the unlikely event that PRASA fails or omits to effect payment of the aforementioned amounts on or before Friday, 19 January 2018, our instructions are to approach you and disclose the terms and conditions of both settlement offers to you, and to request you to make an award in terms thereof, specifically to enable our clients to initiate an application to the High Court of South Africa and to apply for an order as envisaged in Section 31 of the Arbitration Act, No. 42 of 1965; and



- 1.7 We trust that it would not be necessary for us to approach you in this regard and that PRASA will comply with their obligations and responsibilities referred to and contained in the two settlement offers, dated 21 December 2017.
2. The only matter outstanding is Siyaya DB Consulting Engineers (Pty) Ltd's [in liquidation] claim which was initiated under case number 74281/2015: -
- 2.1 The merits of the aforementioned claim is not *per se* in dispute. The only dispute which remains outstanding pertains to the amount which is due and payable to our client;
- 2.2 We addressed a letter to PRASA's attorney in which we directed their attention to certain fundamental aspects, with specific reference to the manner in which our client's claim is calculated or compounded. PRASA's attorneys undertook to obtain instructions from their client and to revert to us in due course. We are therefore awaiting PRASA's attorneys' further instructions in this regard; and
- 2.3 The amount which is still in dispute is, considering the bigger picture of things, not significant at all. We are confident that sanity will prevail and that we would be able to settle this dispute amongst ourselves. In the unlikely event that we are unable to reach an agreement in this regard, we will inform you timeously.
3. We received notice from PRASA's attorneys that the arbitration has been set down for hearing from 26 March 2018 to 29 March 2018. In the event that we are unable to settle the only outstanding matter (under case number: 74281/2015) the arbitration will, on all

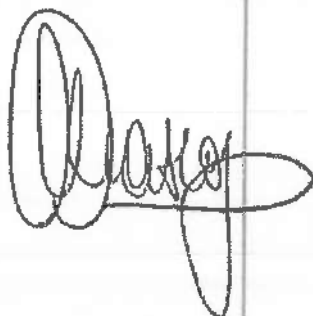
Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya



probabilities, proceed only in so far as the quantum of our client's claim is concerned. We, however, undertake to keep you posted and to confirm before the end of January 2018 whether or not the matter will proceed.

4. We trust that you find the aforementioned in order and we will revert to you by no later than Wednesday, 31 January 2018.

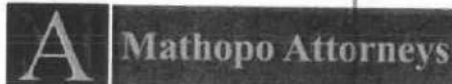
Yours Faithfully,



Yours faithfully,
Per T Mathopo

CC. madimpe@dm-inc.co.za
lzide@prasa.com
ypage@prasa.com





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info@mathopo.co.za
VAT No: 404228787

Your Ref: Siyaya / Prasa

Date: 29 January 2018

The Honourable Mr Justice FDJ Brand

Email: fritzdj.brand@mweb.co.za

Dear Judge Brand,

IN RE : SIYAYA / PASSENGER RAIL AGENCY OF SOUTH AFRICA ("PRASA") : PRIVATE ARBITRATION

1. Our letter dated 17 January 2018 refers. Our clients, unfortunately, did not receive any payments pursuant to the settlement offers, referred to and contained in paragraph 1 of our aforementioned letter, dated 17 January 2018.
2. We are therefore duty bound to approach you and to request you to make an award in each of the matters which were referred to arbitration. We took the initiative and prepared four draft awards in accordance with the settlement offers submitted to us on 21 December 2017.
3. Prasa however, insisted that the existence, nature and terms and conditions of the settlement offers be regarded as strictly confidential and that same shall not be disclosed by either party in any manner or form, directly or indirectly, to any person or entity under any circumstances. In the light of the aforementioned we suggest that we present the four draft awards to you in camera, to enable you to make the draft awards final awards in the arbitration, in full and final settlement of each and every claim which was initiated by our clients under the case numbers concerned.
4. We are prepared to travel to Stellenbosch to meet you at any venue or location which suits you. We do not expect from you to travel to Johannesburg for purposes hereof and we do not expect from you to incur any additional costs in this regard. Alternatively, we can

Partner: Gabriel Tshepo Mathopo
Associates: Kabelo Mathopo, Thandi Makweya

provide you with the four draft awards electronically (via e-mail) to enable you to do the necessary.

5. We make ourselves available to meet with you on a date and at any specific time and venue which is convenient for you. We have prepared a concise bundle of documents, consisting of correspondence which were exchanged between us and Prasa's attorney, which confirms the settlement offers which were submitted to us and our clients acceptance thereof. We have furthermore prepared four draft awards under the four case numbers, the content of which are 100% in accordance with the settlement offers we received from Prasa.

We await your further directives herein.

Yours faithfully,

Yours faithfully,

A handwritten signature in black ink, appearing to read 'T Mathopo', with a large loop at the end.

Per T Mathopo

CC. madimpe@dm-inc.co.za

lzide@prasa.com

ypage@prasa.com

Handwritten initials or a signature in the bottom right corner, possibly 'AB' or similar.

14:23



< 23



Lindekhaya Zide
online



07 Feb 2018

🔒 Messages to this chat and calls are now secured with end-to-end encryption. Tap for more info.

Yes, Mogashoa should confirm that the settlement be made an order and proceed with arbitration on the one that had outstanding issues .

Thats from the Chairperson...

Thank you. Done. Will send you the awards as soon as they are availed to me.

13:24 ✓

09 Jan 2019

Happy new year Mr Zide, and pleasant compliments of the new season. Be inundated with showers of blessings and take up the challenge of making this a much better year for those you love and are around you. Long happy life, love and lots is light 🙌

08:31 ✓

My Good Sir, Compliments of the New Year and a blessed 2019



Ncebakazi Mbebe

From: Ncebakazi Mbebe
Sent: Wednesday, 21 February 2018 17:54
To: 'lzide@prasa.com'; 'LMatsimela@prasa.com'
Cc: Madimpe Mogashoa; Mapule Boikanyo; Armely Nzewanga
Subject: RE: SIYAYA // PASSENGER RAIL AGENCY OF SOUTH AFRICA
Attachments: SIYAYA VS PRASA 73933 OF 15.pdf; SIYAYA VS PRASA 73934 OF 15.pdf

CASE NO.: 73933/2015 73934/2015

Good morning Mr. Zide *et al*

We transmit herewith copies of the Applicant's revised notice of motion applications in terms of which they seek to make the arbitration awards by judge Brand orders of court. The revised application were served at our offices on even date.

Kindly be advised that these applications have been provisionally set-down for hearing on the unopposed roll of the 9th of March 2018, and further that if we intend on opposing same we should do so on or before the 1st of March 2018.

Kindly advise whether you would want us to oppose these applications or simply let same proceed on the basis that they are unopposed.

We trust that the above is in good order and await your earliest instructions hereto.

Regards




Ncebakazi Mbebe
Candidate Attorney

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From: Ncebakazi Mbebe
Sent: Tuesday, 20 February 2018 08:44
To: lzide@prasa.com; LMatsimela@prasa.com; mailto:ypage@prasa.com
Cc: Madimpe Mogashoa; Mapule Boikanyo; Armely Nzewanga
Subject: FW: SIYAYA // PASSENGER RAIL AGENCY OF SOUTH AFRICA
Importance: High

Ncebakazi Mbebe

From: Ncebakazi Mbebe
Sent: Monday, 05 March 2018 14:56
To: Fani Dingiswayo
Cc: Madimpe Mogashoa; Mapule Boikanyo; Armely Nzewanga
Subject: SIYAYA // PASSENGER RAIL AGENCY OF SOUTH AFRICA
Attachments: RE: SIYAYA // PASSENGER RAIL AGENCY OF SOUTH AFRICA; RE: SIYAYA // PASSENGER RAIL AGENCY OF SOUTH AFRICA; RE: SIYAYA // PASSENGER RAIL AGENCY OF SOUTH AFRICA

Importance: High

Tracking:

Recipient

Delivery

Fani Dingiswayo

Delivered: 2018/03/05 14:57

Madimpe Mogashoa

Delivered: 2018/03/05 14:57

Mapule Boikanyo

Delivered: 2018/03/05 14:57

Armely Nzewanga

MOTION DATE: 09 MARCH 2018

Good afternoon Mr. Dingiswayo

We refer to the above matter as well your even dated telecom with Mr. Mogashoa of our office.

Kindly find herewith copies of the correspondence regarding the set-down of the motion applications in these matters, and which was previously transmitted to Mr. Zide's office.

We trust that the above is in good order.

Regards 



Ncebakazi Mbebe

Candidate Attorney

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