

IN THE HIGH COURT OF SOUTH AFRICA
KWAZULUNATAL DIVISION, PIETERMARITZBURG

Case #: 2289/19P

In the matter between:

**ANDRE MARTIN SLADE trading as INNER SPACE
DEVELOPMENTS AND/OR SODWANA BAY GUEST HOUSE**

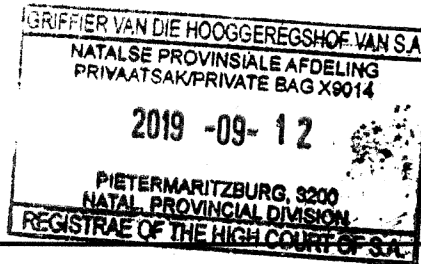
FIRST APPLICANT

KATARINA KRIZANIOVA/ THE OCCUPANT

SECOND APPLICANT

and

INGONYAMA TRUST



RESPONDENT

NOTICE OF APPLICATION FOR LEAVE TO APPEAL

Be pleased to take judicial cognizance that this Good Faith Public Notice is for all Jurisdictions and that this declaration of rights and all related communication is Executed Outside the Republic for Use Within the Republic in accordance with rule 63 of the HIGH COURT OF SOUTH AFRICA rules.

Notice to principal is notice to agent; notice to agent is notice to principal.

BE PLEASED TO TAKE NOTICE that the above Applicants herewith apply to this Court for leave to appeal to a Full Bench of the Pietermaritzburg High Court against the entire judgement and order of this Court in the above matter delivered on 30th August 2019. by judge Seegobin.

BE PLEASED TO TAKE NOTICE FURTHER that the said application will be based on the following grounds:

GROUND OF APPEAL:

(Henceforth, **bold** and underlined is the Applicants' emphasis)

1.

The court *a quo* erred in that it has misdirected itself in the general trend and tone of the findings and conclusions, both on matters of law and issues of principle, *inter alia*:

- (1) in finding that it had jurisdiction to preside on this matter after it had been clearly indicated by the Applicants that this is a customary/tribal law dispute.
- (2) In not giving effect to the *Preamble of The Traditional Courts Bill* which states:

“the traditional justice system, which is based on customary law, forms part of the legal system of the Republic.
- (3) In that it ought to have realised that the *Public Notice – Supersedeas Peremptory Writ of Mandamus and Court of Record 01* that the Applicants have submitted to the Durban High Court in 2014 serves as a declaration of Their sovereignty from the corporate maritime legal system, thus contravening *Section 39 of the Constitution's Bill of Rights*.

- (4) in failing to recognise the Applicants' argument that the Respondent did not meet the requirements of PIE namely *Section 6 and 8* as evidence sustainable in law, despite the fact that the Respondent's attorney paid close attention to and made an effort to oppose the same.
- (5) by not finding that the arguments raised by the Applicants disputing the fact that the Respondent is the lawful owner of the premises and that the Respondent's lease agreement is lawful amount to a valid defence despite the indisputable fact that the same arguments have been raised by the government and public in order to disprove the authority of the Respondent and the lawfulness of its lease.
- (6) in drawing the conclusion that the Applicants have not put up a valid defence and that their papers were nothing more than an attempt at justifying the hurtful and racist remarks previously made despite the fact that the court *a quo* is at present hearing a case where the Applicants therein use some of the very same arguments as were raised by the Applicants as a basis for their application against
INGONYAMA TRUST.
- (7) in not giving effect to *Section 33 of The Bill of Rights* by not providing for **Just Administrative Action**; *inter alia*, the Applicants were not able to obtain a recording of the hearing or an approved transcript thereof from the court *a quo* due to unreasonably short period of time granted by the court for the submission of this application for leave to appeal; further the Applicants were told by Sneller Recordings that they could only get a semi-urgent transcript as an urgent transcript was not possible due to their high volume of work.

(8) by making its findings without consideration of *Article 235 of The Constitution* which gives The Applicants as members of the tribe of Judah the right to self-determination and protects, *inter alia*, the state of Orania.

The right of people to self-determination is a cardinal principle in modern international law, binding, as such, on the United Nations as authoritative interpretation of the Charter's norms.

(9) in disregarding the Applicants' right to freedom of belief and by not taking into consideration international customary law, which in this instance is Jewish/Hebrew/Zulu Law laid down in The Torah (First Five books of The Bible) by YAHWEH, God Almighty; this is in contravention of, *inter alia*, the *Section 15 and 39 of the Constitution's Bill of Rights* and amounts to **antisemitism**.

(10) in not finding that the Applicants are in fact part of the "disadvantaged by past (i.e., ***The Aliens Act of 1937***) and present unfair discrimination" group that *the Equality Act* aims to protect or advance and thus contravening, *inter alia*, *Section 9 of The Bill of Rights*.

(11) in drawing the conclusion that God and His Divine law, which the Applicants are bound to, are subordinate and subject to maritime law practised by the court *a quo*; and that God's word, The Bible, had no place in law despite the indisputable fact that The Bible is used in courts to proclaim an oath of truth and swearing an oath to God is a regular court practice. This is in direct contravention of, *inter alia*, *Section 9, 15 or 39 of The Bill of Rights*. In fact the original *Constitution* was dedicated in humble submission to God, and Pope Francis, **"THE SUPREME PONTIFF"** of **maritime law acknowledged The Bible** as well when he stated:

"the Bible contains the word of God, which is always topical and effective".

The court *a quo* erred in granting the eviction order, *inter alia*:

- (1) by failing to consider all the relevant circumstances as required by PIE.
- (2) by not giving effect to the protection granted to the Applicants by *Interim Protection of Informal Land Rights Act 31 of 1996*.
- (3) in not realising that it ought to have temporarily suspended an eviction order against the First and the Second Applicant of whom the former has been living on the premises for 12 years until the dispute of the validity and lawfulness of the Respondent's ownership and lawfulness of its lease agreement has been resolved.
- (4) by making an order which directly opposes/ contradicts God's order and compels the Applicants to forfeit, *inter alia*, Their right to freedom of belief and conscience.

The court *a quo* erred in granting the Strike Out order:

- (1) by not realising the fact that the strike out order equals to withholding evidence which validates The Applicants' arguments for opposition and ultimately results in stripping the Applicants of Their right to defence and to just administrative action.

Despite the abovementioned fact that the Applicants could not have obtained an approved transcript from *Sneller Recordings* in time and the fact that a transcript was not required for the Applicants to be able to draw conclusions made in this application, They made a decision to obtain the semi-urgent transcript which They realised by making a deposit thereof.

BE PLEASED TO TAKE NOTICE FURTHER that this application will be made on a date determined by the Registrar of this High Court.

DATED AT Pietermaritzburg ON THIS 12th DAY OF SEPTEMBER.



FIRST APPLICANT



SECOND APPLICANT

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TO: THE REGISTRAR OF THE HIGH COURT
PIETERMARITZBURG

Received a copy hereof on
12th day of September 2019

AND TO: APPLICANT'S ATTORNEYS
MASON INCORPORATED
THIRD FLOOR, FEDSURE HOUSE
251 CHURCH STREET
PIETERMARITZBURG
(REF: C Johnson/09I001/030)

WITHOUT PREJUDICE
RECEIVED A COPY HEREOF
AT 10:00 ON THIS
12th DAY OF September 2019
MASON INCORPORATED
PLAINTIFFS / DEFENDANT'S ATTORNEY'S

Received a copy hereof on
12th day of September 2019

AND TO: UMHLABUYALINGANA LOCAL MUNICIPALITY
SECOND RESPONDENT
MAIN ROAD, R 22
KWA NGWANASE
KWAZULU NATAL

Received a copy hereof on
12th day of September 2019
