

IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL DIVISION, PIETERMARITZBURG

CASE NO: 2289/19 P

In the matter between:

INGONYAMA TRUST

APPLICANT

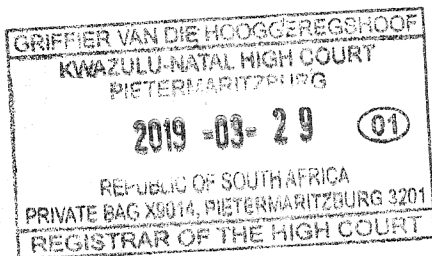
and

**ANDRÉ MARTIN SLADE trading as INNER SPACE
DEVELOPMENTS AND/OR SODWANA BAY GUEST LODGE
(IDENTITY NO. 6206065168 087)**

FIRST RESPONDENT

THE UMHLABUYALINGANA LOCAL MUNICIPALITY

SECOND RESPONDENT



AND all other persons who occupy under or through the First Respondent the premises known as Portion 12 of the Farm Reserve No. 14, Farm No. 15834 HV, Sodwana, KwaZulu-Natal

NOTICE OF MOTION

**TO: THE REGISTRAR OF THE HIGH COURT
PIETERMARITZBURG**

AND TO: ANDRÉ MARTIN SLADE
who trades as INNER SPACE DEVELOPMENTS and /or
SODWANA BAY GUEST HOUSE
FIRST RESPONDENT
PORTION 12 OF THE FARM RESERVE NO. 14, FARM NO. 15834 HV,
SODWANA
KWAZULU-NATAL

AND TO: UMHLABUYALINGANA LOCAL MUNICIPALITY
SECOND RESPONDENT
MAIN ROAD, R22
KWA NGWANASE
KWAZULU-NATAL

AND TO: ALL THOSE WHO OCCUPY UNDER OR THROUGH PORTION 12 OF THE
FARM RESERVE NO. 14, FARM NO. 15834 HV, SODWANA, KWAZULU-
NATAL

SIRS,

KINDLY TAKE NOTICE that an application will be made on behalf of the
abovementioned Applicant for an order in the following terms:

1. That André Martin Slade, Identity No. 6206065168087, who trades as Inner Space Developments and who also trades or traded as Sodwana Bay Guest House ("the First Respondent"), together with any and all others who occupy under or through First Respondent the premises known as Portion 12 of the Farm Reserve No. 14, Farm No. 15834 HV, in extent more or less 0,58 hectares, Sodwana, in the district council Mbazwane, magisterial district Ubombo, KwaZulu-Natal, held by Applicant in terms of Deed of Transfer No. T14461/2003 ("the premises"), are hereby evicted from the premises.
2. That the First Respondent and all occupiers who occupy under or through him, are hereby ordered to vacate the premises by not later than seven calendar days from the date of the granting of this order.
3. That the Sheriff of the High Court is authorised and directed to carry out the eviction forthwith after expiry of the period set out in paragraph 2 hereof, in the event of the First Respondent and/or those occupying the premises under or through him, not having vacated the premises in terms of paragraph 2 hereof.
4. That the First Respondent is ordered to pay the costs of this application and, in the event of opposition by any other party, that the costs of this

application be paid by the First Respondent and such other parties, jointly and severally, the one paying the others to be absolved.

5. Further and/or alternative relief.

KINDLY TAKE NOTICE that the affidavit of **LUCAS MKHWANAZI**, annexed hereto, with the annexures thereto, will be used in support of this application.

KINDLY TAKE NOTICE FURTHER that the Applicant has appointed the address of Mason Incorporated, 251, Third Floor, Fedsure House, 251 Church Street, Pietermaritzburg, KwaZulu-Natal, as the address at which it will receive notice and service of all documents in this matter in terms of the provisions of Rule 6 of the Uniform Rules of Court.

KINDLY TAKE NOTICE that if you intend opposing the application you should notify the Applicant's attorneys within 5 (five) days of service of this application and within 15 (fifteen) days after you have so given notice of your intention to oppose the application, to file your answering affidavits, if any, and further that you are required in such notification to appoint an address referred to in Rule 6(5)(b) at which you will accept notice and service of all documents in these proceedings.

KINDLY TAKE NOTICE that if no such notice to oppose be given the application for eviction will be made on 4 June 2019 at 09h30.

KINDLY TAKE NOTICE FURTHER that in the event of your failure to file a notice of your intention to oppose this application, an application will be made to this Honourable Court on the 7th May 2019 at 09h30, for the issuing of a notice in terms of section 4(2) of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, No. 19 of 1998, which notice will be served on you at least 14 (fourteen) days before the final hearing of this application.

DATED AT PIETERMARITZBURG ON THIS 29th DAY OF March 2019.



APPLICANT'S ATTORNEY

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

IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL DIVISION, PIETERMARITZBURG

CASE NO:

In the matter between:

INGONYAMA TRUST

APPLICANT

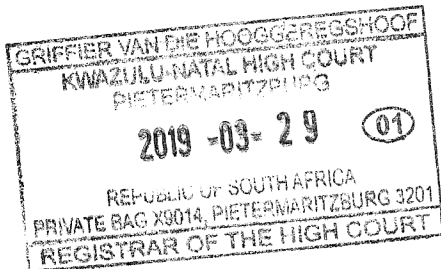
and

**ANDRÉ MARTIN SLADE trading as INNER SPACE
DEVELOPMENTS AND/OR SODWANA BAY GUEST LODGE
(IDENTITY NO. 6206065168 087)**

FIRST RESPONDENT

THE UMHLABUYALINGANA LOCAL MUNICIPALITY

SECOND RESPONDENT



AND all other persons who occupy under or through the First Respondent the premises known as Portion 12 of the Farm Reserve No. 14, Farm No. 15834 HV, Sodwana, KwaZulu-Natal

AFFIDAVIT

I, the undersigned,

LUCAS MKHWANAZI

do hereby make oath and say that:

[Handwritten signature]
P.M.

1.

I am a major male and the Head of the Secretariat of the Applicant.

2.

The contents hereof fall within my personal knowledge, save where to the contrary indicated, and are to the best of my belief true and correct.

3.

Where I make submissions of a legal nature, I do so on advice of the Applicant's legal representatives.

4.

Applicant is the **INGONYAMA TRUST**, a statutory Trust and a corporate body which is empowered to sue and be sued in its own name ("the Trust"), which was established by section 2(1) of the KwaZulu Ingonyama Trust Act No. 3 KZ of 1994 ("the Act"), and Act of the KwaZulu Legislative Assembly. In terms of section 2A of the KwaZulu Ingonyama Trust Amendment Act 9 of 1997, the Ingonyama Trust Board ("the Board") was established which administers the affairs of the Trust and

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the Trust's land. The Trust's head office is situate at 65 Trelawney Road, Pietermaritzburg, KwaZulu-Natal.

5.

The First Respondent is **ANDRÉ MARTIN SLADE**, a major male with Identity No. 6206065168087, who trades as **INNER SPACE DEVELOPMENTS**, whose full and/or further particulars are to the Applicant unknown, and who occupies and resides at the premises known as Portion 12 of the Farm Reserve No. 14, Farm No. 15834 HV, in extent more or less 0,58 hectares, Sodwana, in the district council Mbazwane, magisterial district Ubombo, KwaZulu-Natal ("the premises"), from which premises the First Respondent also trades or traded as **SODWANA BAY GUEST HOUSE**.

6.

The Second Respondent is the **UMHLABUYALINGANA LOCAL MUNICIPALITY**, which is a municipality established in terms of the Local Government: Municipal Structures Act No. 117 of 1998 ("the Structures Act") as a local Municipality, which is an organ of State which has separate legal personality and which exercises legislative and executive authority within which its jurisdictional area by virtue of the provisions of section 2 of the Local Government: Municipal Systems Act No. 32 of 2000 (the "Systems Act"), which is operated from its main administrative

offices situate at Main Road, R22, Kwa Ngwanase, KwaZulu-Natal, which is run by a council as prescribed by Chapter 3 of the Structures Act and which has an Executive Committee which has the functions and powers which are set out in Part 1 of Chapter 4 of the Structures Act.

7.

I am duly authorised to depose to this affidavit and to lodge this application on behalf of the Applicant, as will more fully appear from a resolution passed by the Board on 8 February 2018, a copy of which will be attached hereto, marked annexure "A".

8.

I depose to this affidavit in support of an application for the eviction of the First Respondent, and all other persons who occupy, under or through him, the aforesaid premises, in terms of the provisions of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act No. 19 of 1998 ("PIE").

9.

No relief is sought against the Second Respondent, who is merely joined to these proceedings by virtue of the fact that the premises falls within the jurisdictional area of the Second Respondent and that PIE places obligations on a Municipality in certain circumstances.

10.

Applicant is the registered owner of the land on which the aforesaid premises is situate, which it holds in terms of Deed of Transfer No. T14461/2003. I will attach hereto, marked annexure "B", a copy of the Title Deed, evidencing that the Applicant is the registered owner of such land.

11.

Pursuant to a tenure option application form, which the First Respondent completed on 8 September 2007 and submitted to the Applicant, the Applicant and the First Respondent concluded a long term lease on or about 13 May 2009 and at or about Pietermaritzburg, KwaZulu-Natal.

12.

A copy of the application form is annexed hereto, marked annexure "C" and a copy of the lease is annexed hereto, marked annexure "D".

13.

The material terms of annexure "D", relevant hereto are:

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- 13.1 Applicant, as lessor, leases to First Respondent, as lessee, the premises described as that Portion of Portion 12 of Reserve No. 15834 HV, in extent 0,58 hectares (more or less), Sodwana, as shown in the plan attached to the lease;
- 13.2 The rent shall be R6 000-00 per annum plus VAT, subject to an escalation of 10%;
- 13.3 The commencement date shall be 1 December 2008 and the termination date shall be 30 November 2048;
- 13.4 The premises shall be used for a commercial workshop and residence (all the aforementioned terms appears from the schedule to annexure "A");
- 13.5 The rental payable in terms of the lease shall escalate annually on the annual anniversary of the commencement date and shall be paid annually in advance, without deduction or demand (clauses 4.2, 4.4 and 4.5);
- 13.6 First Respondent shall use the premises only for the purposes set out in the schedule and for no other purpose, provided that he may undertake such additional activities which are ordinarily and necessary ancillary to such main use (clause 6.4);

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- 13.7 Any failure to utilize the premises for the purposes intended shall constitute a breach of the lease (clause 7.7);
- 13.8 First Respondent shall not cede or assign the lease, either in whole or in part, nor sub-let the premises or any portion thereof without the consent of the Applicant first being obtained (clause 11.1);
- 13.9 First Respondent shall have no claim against Applicant for any loss or damage which he may suffer (clause 12.1);
- 13.10 In the event of First Respondent failing to pay rental payable in terms of the lease on due date without deduction or demand, and failing to remedy such default within seven days of the receipt of a written demand made therefor by or on behalf of Applicant, then Applicant may, on 24 hours written notice to First Respondent, declare the lease to be cancelled and may thereupon retake possession of the premises. Should First Respondent knowingly or negligently breach any material provision of the lease that is incapable of being remedied, or should First Respondent breach any provision of the agreement which is capable of being remedied and fail to commence to remedy such breach within fourteen days of a written notice from Applicant requiring him to rectify such breach or to complete remedying such breach within a reasonable time, then in any of those events, Applicant

shall be entitled to cancel the lease without prejudice to any of its other rights, including its right to claim damages (clause 13.1);

- 13.11 Upon termination of the lease for whatever reason, all buildings and other permanent structures on the premises shall remain the premises of the Applicant, without compensation of any sort to First Respondent (clause 14.1);
- 13.12 The lease constitutes the entire contract between parties relevant to the subject matter thereof and no variation of any of the terms and conditions of the lease will be binding on the parties unless committed to writing and signed by them respectively (clause 15.11);
- 13.13 No indulgence which any party may grant to any other shall prejudice or constitute a waiver of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or might arise in the future (clause 15.13);
- 13.14 First Respondent chose his *domicilium citandi et executandi* at the premises (clause 16.1.2);
- 13.15 The terms and conditions of the lease are incorporated herein by reference.

12.14.

14.

Pursuant to the lease:

- 14.1 Applicant granted undisturbed possession and occupation of the premises to First Respondent;
- 14.2 First Respondent took occupation and possession of the premises;
- 14.3 Applicant duly complied with all its obligations in terms of the premises;
- 14.4 First Respondent is still in occupation of the premises.

15.

First Respondent, in breach of his obligations:

- 15.1 Failed to pay the rent to Applicant timeously, alternatively in terms of the agreement, alternatively at all;
- 15.2 Utilised the premises for a purpose other than allowed for in the agreement, in that he conducts or conducted the business of a lodge and/or guest house from the premises.


R.M.

16.

On 23 February 2018 the rental was in arrears in the sum of R62 584-73, which amount was due, owing and payable.

17.

Applicant, through its attorneys, brought the default to the First Respondent's attention in terms of a letter dated 23 February 2018 and demanded of First Respondent to rectify it within seven days.

18.

A copy of the notice will be attached hereto, marked annexure "E".

19.

The notice was delivered to First Respondent by the sheriff and a copy of the sheriff's return of service, dated 13 March 2018, will be annexed, marked annexure "F".

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20.

First Respondent failed to rectify the default, but, instead, responded to annexure "E" in terms of a letter dated 4 April 2018, which was sent Applicant's attorney by e-mail on 4 April 2018.

21.

A copy of the covering e-mail sheet will be attached, marked annexure "G1" and a copy of the letter will be attached, marked annexure "G2".

22.

The court's attention is directed to the content of annexure "G2" and, in particular, the suggestion by the First Respondent, that:

- 22.1 He is the Christ, the son of God (first paragraph on page 2);
- 22.2 The title "Zulu King" belongs exclusively to him, the son of God, the King of Heaven (second paragraph on page 2);
- 22.3 He is the Zulu King and the earth belongs to him (third paragraph on page 2);

22.4 He cannot be loyal to the lease because the Applicant is not legitimate and the Trust is null and void (second paragraph on page 3).

23.

On 29 May 2018 Applicant, through its attorneys, gave notice to First Respondent of the termination of the lease on 24 hour's notice.

24.

A copy of the notice will be attached, marked annexure "H".

25.

Annexure "H" was served by the sheriff on First Respondent, only on 18 September 2018.

26.

I will attach a copy of the sheriff's return of service hereto, marked annexure "I".

27.

I have been advised that the delay in serving annexure "H", is exclusively to be laid at the feet of the sheriff, who, for unknown reasons, and without any explanation, despite numerous follow-ups by Applicant's attorney, simply failed to serve the notice within a reasonable period of time.

28.

Be that as it may, the lease has validly been cancelled and notice of cancellation has been given to the First Respondent.

29.

As at 1 November 2018, the arrear rent amounted to R73 431-32. Applicant has instituted proceedings for the recovery of the same.

30.

As such, the First Respondent remains in occupation of the premises, without him having any right whatsoever to be in occupation of the premises.

31.

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I ought to draw the court's attention to the fact that the First Respondent, apart from suggesting that he is the son of God, further believes that black people are inferior to whites and, because of his beliefs, whilst he unlawfully ran the guest house from the premises, decided that he will not accommodate black people in the guest house.

32.

The First Respondent further holds the view that black people are not "homosapien" [sic] and considers black people to be animals.

33.

I will attach hereto, marked annexure "J" publications by EyeWitness News and News 24 and refer the court to the content thereof.

34.

As result of the First Respondent's utterances and publications, iSimangaliso Wetland Park and the Department of Tourism lodged proceedings against the First Respondent in the Ubombo Equality Court under Case No. E/C-01/2017.

P.C.M.


35.

Those proceedings were finalized on 13 February 2018, when the presiding officer delivered an *ex tempore* judgment.

36.

I will attach hereto, marked annexure "K", a copy of the judgment, which appears on pages 138 to 166 of the record, and respectfully refer the court to the following:

36.1 *"We do not accommodate blacks or government employees any longer";*

(Lines 6 and 7 on page 139);

36.1 *"We work according to Gods law [sic] and according to Gods law [sic], we have to have some sort of segregation between the creation that he left here [sic] "the law you have in South Africa is Satan's law". "Black people were servants and the Bible made it very clear is Bible [sic] said he could not mix with another race." "We do not have the same blood, skin, hair and there are about 300 differences between you and me." "You are classified in the Bible as an animal, you are not homosapien [sic]. "Black people were [sic] not people";*

(Lines 11 to 20 on page 139)

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36.2 *"Blacks are regarded as animals and Constitution [sic] makes no provisions for animals. He considers the Constitution as Satan's law";*

(Lines 14 to 16 on page 143)

36.3 *"He also draws a distinction between a man and a beast. Man has white skin and brown eyes. Beasts, references to Blacks have intellectual restrictions. They do not have the same thinking power as whites. The conclusion arrived, according to him, is that Blacks are less intelligent than whites. He goes on further to say the following: "Blacks are not people, people are human beings. Blacks have lower IQ than Whites and are therefore less intelligent than whites (according to research). They are [sic] therefore inferior to whites. Whites are civilized. Blacks are still growing towards civilization. Whites are children of God but not Blacks. Whites have been Blacks [sic] guardian and have taught them well, but Blacks can never be better than their master. Going back to [sic] history the only thing that connected Blacks to civilization is domestic animals";*

(Line 16 on page 145 to line 8 on page 146)

36.4 *"That the further proof of animal behaviour amongst Blacks is the rate of procreation. Their birth rate is not controlled and that Blacks are responsible for the large scale of murder and rape in the country especially on White farmers, old people and even on foreign Blacks";*

(Lines 15 to 19 on page 146)

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- 36.5 The presiding officer, from line 24 on page 147, to 23 on page 146, discussed the influence which the First Respondent's girlfriend, one Katrina Krizaniova, has on him;
- 36.6 I draw the court's attention to the sentiments expressed by the court with regards to the First Respondent's girlfriend in line 12 on page 163 to line 8 on page 164;
- 36.7 The court concluded that the First Respondent's conduct and/or comments amounted to unfair discrimination on the ground of race as defined in terms of section 9 of the Constitution and sections 6 and 7 of the Equality Act; hate speech as defined in section 10 of the Equality Act; impairment of the human dignity of blacks and government employees in terms of section 10 of the Constitution;

(Lines 13 to 23 on page 162)

- 36.8 The presiding officer found that the First Respondent has shown no remorse and that he feels that he has not done anything wrong. He was cool, collected and confident when he gave his evidence and did not blink an eyelid.

(Line 24 on page 162 to line 3 on page 163)

I have been advised that, in order to satisfy the requirements of an application in terms of PIE, an Applicant has to make out a case that:

- 37.1 It is the owner or person in charge of the premises;
- 37.2 The Respondent or others who occupy under or through him are in occupation of the premises;
- 37.3 The occupiers have no right to occupation, alternatively that their right to occupation has been terminated.

38.

I respectfully submit that Applicant has satisfied all the aforesaid requirements.

39.

I have also been advised that, since First Respondent has been in occupation of the premises for a period of longer than six months, the court should have regard to the factors mentioned in sections 4(7) of PIE.

[Handwritten signature]

40.

It appears from the aforesaid transcript, that the premises is occupied by the First Respondent and his girlfriend.

41.

First Respondent is 56 years old. Apart from his girlfriend, I do not know whether anyone else occupies under or through him.

42.

I do not have any other information regarding the First Respondent, his financial position and the like.

43.

I however submit, with respect, whatever the circumstances, no landlord ought to be compelled to endure an occupier with the First Respondent's beliefs, or an occupier who has such contempt for other human beings, where such occupier has no legal right to occupy.



44.

The First Respondent stayed in Gauteng before he moved onto the property.

45.

I respectfully submit that there is no obligation on the Applicant to ensure alternate accommodation for the First Respondent.

46.

In any event, if one considers local newspapers, there are many offers of accommodation available.

47.

I therefore submit, with respect, that a proper case has been made out for the eviction of the First Respondent and all those who occupy under or through him.

48.

P.L.M. 

I have been advised that, in terms of section 4(2) of PIE, an interlocutory application ought to be lodged at an appropriate time, for leave to issue and serve certain notices.

49.

Applicant's attorneys have been authorised to attend to such application, which will, I am advised, be done at the appropriate time and compliance with the formal requirements of PIE will be adhered to.

50.

A confirmatory affidavit by Applicant's attorney will be attached.

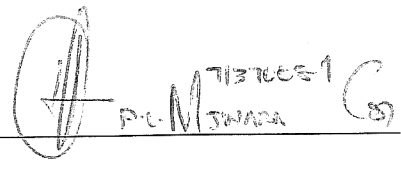
51.

I therefore submit that should please the court to grant the relief set forth in the Notice of Motion to which this affidavit will be attached.


DEPONENT

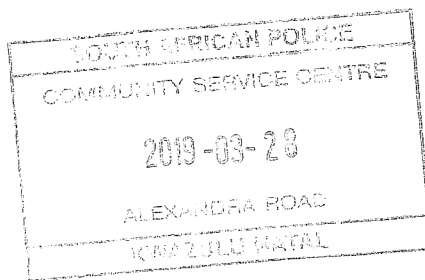
I certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit, which was signed and sworn to at PMS before

me on this ~~21~~ day of *March* ²⁰¹⁹ ~~2017~~ the regulations contained in Government Notice No. R1258 of 21 July 1972 having been complied with.

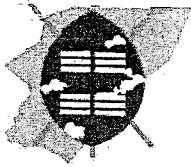

P. L. MSWANA

COMMISSIONER OF OATHS

FULL NAME: *PETROSCHE IONAFAN MSWANA*
BUSINESS ADDRESS: *101 ALEXANDRA ROAD*
CAPACITY: *CONSULTANT*



"A"



INGONYAMA TRUST BOARD

• 65 Trelawney Road, Southgate, Pietermaritzburg, 3201 • P.O. Box 601, Pietermaritzburg, 3200
• Tel: 033 846 9900 • Fax: 033 386 2528 • www.ingonyamatrust.org.za

BOARD RESOLUTION

**CERTIFIED EXTRACT OF A RESOLUTION OF THE INGONYAMA TRUST BOARD
SPECIAL BOARD MEETING HELD AT THE OFFICES OF THE INGONYAMA TRUST
BOARD ON 08 FEBRUARY 2018**

INGONYAMA TRUST//INNER SPACE DEVELOPMENT

Resolution:

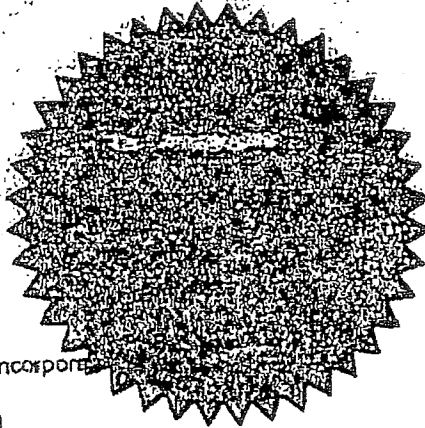
1. That legal proceedings be lodged in the KwaZulu-Natal High Court, Pietermaritzburg or any other Competent Court, against Inner Space Developments / Andre Slade for its / his eviction in respect of the premises known as Portion 12 of Reserve No 14 No.15834HV (Sodwana) and for payment from Inner Space Developments / Andre Slade of the arrear rent and other charges due to Ingonyama Trust, in terms of a lease concluded during May 2009.
2. That any of the following persons:
 - (i) The Chairperson or Deputy Chairperson of the Board
 - (ii) The Head of Secretariat or CEO of Ingonyama Trust Board
 - (iii) The Head of Legal Affairs, ITB
 - (iv) A manager responsible for Land Tenure Management

be and is hereby authorised to give instructions to attorneys Mason Incorporated of Pietermaritzburg and to counsel or any other firm of attorneys, in respect of the aforesaid proceedings, to sign any and all documents that may be necessary for such proceedings, including affidavits, and to take whatever steps she deems necessary, in her discretion, to bring the aforesaid proceedings to finality.

**CERTIFIED A TRUE EXTRACT
OF THE MEETING HELD ON 08 FEBRUARY 2018**

[Type the company name]

"B"



Tatham Wilkes Incorporated
200 Berg Street
Pietermaritzburg
3201

Prepared by me

Miana
CONVEYANCER
N R TATHAM

Stamp: **FEE**
Paid: R95.00
Date: _____
Office: _____

Gesertifiseer 'n ware afsaff van oorspronklike
Certified a true copy of original filed of record in this
wat in hierdie kantoor lêrens.
office.

Akteskantoor
Deeds Office

[Signature]
Magist'uur van Aktes
Registrar of Deeds

Pietermaritzburg

2018 -11- 2 0

ISSUED FOR INFORMATION ONLY

2003-03-24

T 14461/03

CERTIFICATE OF REGISTERED TITLE

Issued under the provisions of Section 43 of the
Deeds Registries Act, 1937 (No. 47 of 1937)

Whereas,

INGONYAMA AS TRUSTEE OF THE INGONYAMA TRUST
established in terms of Section 2(1) of the
KwaZulu Ingonyama Trust Act, 1994 (Act No. 3 of 1994)

has applied for the issue to it of a Certificate of Registered Title under Section 43 of
the Deeds Registries Act, 1937

E... E... No endorsement see page 4

[Signature]

AND WHEREAS INGONYAMA AS TRUSTEE OF THE INGONYAMA TRUST is the registered owner of the undermentioned land held by it under Certificate of Registered Title No. T 11240/91

NOW THEREFORE, in pursuance of the provisions of the said Act, I the Registrar of Deeds at Pietermaritzburg, do hereby certify that the said :

INGONYAMA AS TRUSTEE OF THE INGONYAMA TRUST
established in terms of Section 2(1) of the
KwaZulu Ingonyama Trust Act, 1994 (Act No. 3 of 1994)

its Successors in Title or Assigns, is the registered owner of :

Portion 12 of Reserve No. 14 No. 15834
Registration Division HV
Province of KwaZulu-Natal

In extent 22159,8289 (Two Two One Five Nine Comma Eight Two Six
Nine) Hectares

as will appear from Diagram SG No. 2337/1994 annexed hereto and held by Certificate of Registered Title No. T 11240/91.

THIS PROPERTY IS REGISTERED :

1. Subject to the terms and conditions of the original Government Grant No. G 7638/1909 in so far as same are still in force and applicable.
2. Subject to a pump station servitude lettered a1b1d1e1 on Diagram SG No. 2337/1994 and two pipe line servitudes 3 (THREE) metres wide lettered fghm and nq edge of lake rt on Diagram SG No. 2337/1994 for the duration of K 1092/91 S, which is for 99 (NINETY NINE) years commencing on 1 February 1988, in favour of Sodwana Bay Lodge Share Block Limited, as created in Notarial Deed K 1093/91 S.
3. Subject to Expropriation No. EX 21/2001 by the Department of Transport of the portions of the road shown on Plans E 16556 and E 16573.

AND by virtue of these presents INGONYAMA AS TRUSTEE OF THE INGONYAMA TRUST is now and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights.

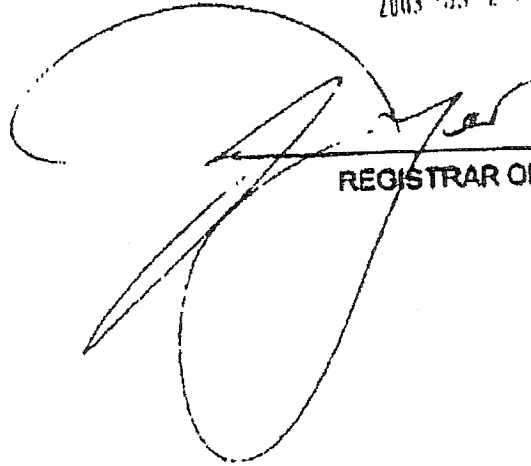
ISSUED FOR INFORMATION ONLY



IN WITNESS WHEREOF, I, the said Registrar have subscribed to these presents,
and have caused the seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the Registrar of Deeds at
PIETERMARITZBURG, in the Province of KwaZulu-Natal on

2003-03-24



REGISTRAR OF DEEDS

ISSUED FOR INFORMATION ONLY

As:



P.L.M.

Page 4 annexed T 1446/03

GETRANSFERTEER AAN TRANSFERRED TO
 Certificate of Registration Title

Inheritance in Trust of Ingonyama Trust

RESTANT/REMAINDER 1786258944

T 14462/03

2007-03-14

Mbazwana Housing Project
 36 yrs

*Endorsed in
 R. 107*

Vir ENDOSSEMENTE KYK BLADSY
 FOR ENDORSEMENTS SEE PAGE 5

ISSUED FOR INFORMATION ONLY

SERIES OF DEEDS REGISTERED IN THE GENERAL
 REGISTER OF DEEDS TITLE ISSUED

Portion 61 (of 12) of the farm

Reserve No. 10 = 48,500 ha RESTANT/REMAINDER 2241, 3268 HA

T 06 40545

2006-08-22

62 664

GETRANSFERTEER AAN TRANSFERRED TO
 The South African National Road Agency

United No. 1798/05994/06

RESTANT/REMAINDER

T 470270/07

2007-09-25

Annexure to T14461/03
 Page 5

VA 000002152/2010

Certified a true copy of the Duplicate/Original filed of record in this Registry. Issued to serve in place of the original thereof under the provisions of:
 Regulation 68(1) of Act 47 of 1937
 Dated 2010-05-21
 Registrar of Deeds
 Pietermaritzburg

Rem. ^{OF} PTNR

METRISERINGSENDOSSEMENT	METRICATION ENDORSEMENT
DIE GROOTTE VAN DIE BINNEVER MELDE EINNOM IS:	THE EXTENT OF THE WITHIN-MENTIONED PROPERTY IS:
17743,2439	HAF
2010-05-21	REGISTRATEUR/REGISTRAR

FOR ENDORSEMENTS SEE PAGE 6

REGISTRATEUR/REGISTRAR	In error
VERHUUR AAN	LEASED TO
JAAR VAAK	YEARS FROM
VIR	FOR
K	K


VERHUUR AAN	LEASED TO
SODWANA PROPERTY DEVELOPMENT CC	
VIR FOR 50	JAAR VAAK YEARS FROM 1/1/2009
K 001691/2012	
2012-06-22	

ISSUED FOR METRICATION ONLY

[Handwritten signature]
P.004

ANNEXED TO T14461/2003

PAGE 6

VERHUUR AAN		LEASED TO	
REPO WILD 1088 CC			
VIR	40 YEARS	JAAR VANAF	1-08-2010
FOR		YEARS FROM	24/09/2016
K00001317/2015 L			
2016-04-22			
		REGISTRAR/REGISTRAR	

ISSUED FOR INFORMATION ONLY


P.L.P.

"C"

1

FORM ITB 1

506/060

INGONYAMA TRUST TENURE OPTION APPLICATION FORM

Notes

- An original application form, completed in black ink, should be lodged by the applicant with the Secretariat, Ingonyama Trust Board, P.O.Box 601, Pietermaritzburg 3200. It may be delivered to 188 Hoosen Haffeejee St (Berg Street) Pietermaritzburg.
- Telephone queries may be directed to 033-355 4360.
- If more space is required for an adequate response, then additional information should be annexed and clearly referenced.
- It is the policy of the Board to initially grant a short term lease usually for a period of two years to enable applicants to obtain all necessary planning and environmental consents and to finalise any financial arrangements.
Upon receipt of these consents the Board will consider the granting of a long term lease for a period of up to forty years. This lease may be renewed for a further period of forty years.
The Board may at its discretion recommend that a Permission to Occupy or a Servitude be issued instead of a lease.

To obtain information as to what planning and environmental consents are required reference may be made to the Municipality within whose area the site falls.

- The application must be supported by the written consent of the relevant Traditional Authority. Applicants may refer to the Land Utilisation Unit, Department of Local Government and Traditional Affairs, Private Bag X 31, Ulundi 3838 (telephone no. 035 - 874 3700) to obtain contact details of the relevant Traditional Authority.

SECTION A : SUMMARY INFORMATION

1. Particulars of Applicant

Name of applicant... *Andee Martin Slade*

Address... *97 Mares St Monavoni*

CENTURION

Telephone number *012 668 1614* Fax number *012 668 1614*

[Signature]
P.C.M.

Cell phone number 0824443841 E-mail address ANDRE@ISDSA.CO.ZA

If the applicant is a *registered company*, please provide the following details:

- full name of the company
- registration number
- address of registered office
- details of directors and shareholders

Name of development consultant (if applicable).....

Address.....

.....

Telephone number..... Fax number.....

Cell phone number..... Email address.....

2. Property and Tenure Description

District Council MBIZWANIYA Magisterial District UBOMBHO

Cadastral Description of Property ESIPHAKHLENI AREA KIBILA TRAD COMMUN

Common Name of Property (as per Title Deed) N/A

Title Deed Number(s) and date(s) [including servitudes] N/A

.....

Extent of site (in hectares or square metres) ± 4000 m²

Are there any registered land claims or expropriations to the best of your knowledge on the property concerned? No...

If yes, briefly supply details thereof.....

.....

3. Physical Characteristics

Briefly describe the physical characteristics of the site e.g. level, hilly, sloping etc.

HILLY SAND DUNE

.....

.....

4. Land use

Current activities on the site... NONE.....
.....

Briefly describe the land use on the surrounding properties... RURAL.....
.....
.....

SECTION B: DESCRIPTION OF DEVELOPMENT

1. Provide a detailed description of the nature of development for which the application is made (incl. nature of activity, sector, type, size, timeframe, construction materials used

THIS SITE WILL BE DEVELOPED FOR A SMALL
SCALE ENGINEERING WORKSHOP & HOME WE WILL ALSO
BE MANUFACTURING OUR OWN PRODUCTS.....

2. How many people will be employed? Summarise what their tasks will be.

3. HOUSEKEEPER, APPRENTICE MECHANICAL
ENGINEERING, CARPENTER.....

3. What opportunities will the project create within the local community (e.g. employment opportunities, equity and share participation)

ALL BUILDING & DEVELOPMENT WILL BE DONE
WITH LOCAL ARTISANS.....
.....

4. In what ways does the project conform with the ideals of Black Empowerment and Equity?

MEMBERS OF THE COMMUNITY WILL BE
EMPLOYED & TRAINED.....

SECTION C: TYPE OF TENURE REQUIRED (please ✓ type required)

- 1. (a) TYPE OF LEASE REQUIRED : (see note below)
 - short term :
 - long term :

Note: It is Board policy in the case of proposed new development to issue a short term lease for a period of two years to enable the applicant to obtain all necessary development planning and environmental consents and to organise any finance.

Thereafter this will be converted into a long term lease. In the case of existing development the Board may consider the outright grant of a long term lease.

- (b) SERVITUDE
- (c) PERMISSION TO OCCUPY

2. FULL NAMES OF PERSON AUTHORISED TO SIGN DOCUMENTATION

A. M. SLADE

ID NO. 6206065168087

CAPACITY (e.g. director, company secretary etc) Owner

SECTION D: SITE AND LOCALITY PLAN

Please provide locality and site plans in order that the location of the site can be identified. If possible, surveyor's co-ordinates should also be given. It is possible that a locality plan may be obtained from the relevant Municipality.

SECTION E: TRADITIONAL AUTHORITY CONSENT

It is a requirement of the Ingonyama Trust legislation that the formal consent of the relevant Traditional Authority shall be obtained. This must be submitted with this application. A draft form of consent is attached hereto as annexure A.



P. L. M.

SECTION F: SUPPORTING DOCUMENTATION

Please submit a brief business financial plan together with any supporting documentation that you consider relevant. The following is an outline of the information which should be included in the financial plan.

Where will loan finance be obtained for the establishment and operation of the business? What will be the conditions of the loan, i.e. how much will be borrowed, at what rate of interest and at what terms of repayment? An estimate of the annual turnover and profit for the first year of operations should be included. Provide a cash flow for the first five years of operations. If the space provided is insufficient please annexe a document and reference below.

..... The development is self financed
..... Ann. is Approx R200000.00
.....
.....

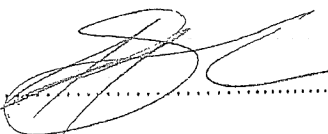
SECTION G: MUNICIPAL INTEGRATED DEVELOPMENT PLAN.

Every municipality in South Africa is required to produce an Integrated Development Plan (IDP), in which the municipality's future is mapped over the short, medium and long term. Issues that are considered include spatial planning and economic development amongst others. Please submit to us a letter from the relevant local municipality stating that your business project conforms with their IDP and that the proposed use of the site is in accordance with their development planning schemes.

SECTION H: DECLARATION BY APPLICANT

I declare that all the information supplied in this application is true and correct.

Signed at JODWANA on this 8 day of SEPTEMBER 2007

Signature of applicant..... 


PWA

TRADITIONAL AUTHORITY CONSENT

1. Description of site ENGINEERING

2. At a meeting held on 19/09/07 at the
MBILA Traditional Authority Office, the MBILA
Traditional Authority

resolved that it had no objection to the application to acquire rights to land by

ANDRE' MARTIN SLASE (give full particulars of the applicant)

The form of tenure thereof to be agreed between the applicant and the Ingonyama Trust Board as land owner-in-law in terms of section 3 of the Ingonyama Trust Act, Act 3 of 1994, as amended. This consent is given in terms of section 2 (5) of that Act.

- 3. The Traditional Authority confirm that all persons occupying or having an interest in the said Land have been consulted and have no objections to the proposals.
- 4. The applicant has been advised and confirms that he/she/it will not do anything or erect any structure on land until an appropriate tenure right has been agreed to and the necessary documents have been signed with the Ingonyama Trust Board.

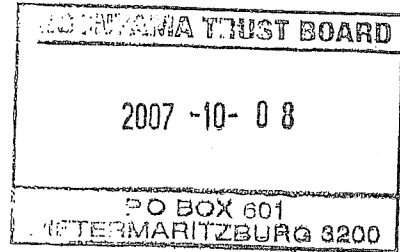
Signed

[Signature]
CHAIRMAN

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
SECRETARY



Notes:

- 1. The consent submitted to the Trust must be an original, on Traditional Authority headed notepaper and with a Traditional Authority date stamp.
- 2. Please provide a full legal description supported if possible by a site plan and co-ordinates.
- 3. This consent together with the Ingonyama Trust Board standard application form (ITB1) must be submitted timeously to the Secretariat, Ingonyama Trust Board 188 Hoosen Haffejee Street /Box 601, Pietermaritzburg 3201.

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"D"

INGONYAMA TRUST BOARD – LONG -TERM LEASE OF PREMISES

THE SCHEDULE

0511 lt

Item 1	The Lessee	Inner Space Developments, of P.O. Box 1596, Mbazwana, 3974, represented herein by Mr Andre M. Slade, ID No.6206065168087, he being duly authorised.
Item 2	The Premises	All that portion of Portion 12 of Reserve No.14 No.15834 HV in extent 0.58 hectares (more or less) as shown on the attached plan.
Item 3	The Rent (subject to Clause 4.2)	R 6000.00 (Six thousand Rand) per annum plus VAT.
Item 4	Escalation Percentage	10% per annum.
Item 5	Commencement Date	1 st day of December 2008.
Item 6	Termination Date	30 th day of November 2048.
Item 7	Applicable Traditional Council	Mbila.
Item 8	Use of Premises	Commercial workshop and residence.

Please initial here

na





THE LEASE

1. DEFINITIONS

- 1.1 In this lease, unless the context clearly indicates other wise:
- 1.1.1 use of a word denoting the singular will include the plural and *vice versa*,
- 1.1.2 use of a word denoting one gender will also mean the other genders, and
- 1.1.3 the following words will have the meanings given:
- 1.1.3.1 "Lessor" will mean the Ingonyama Trust, established by section 2(1) of the KwaZulu-Natal Ingonyama Trust Act 3 of 1994 (as amended);
- 1.1.3.2 "Lessee" will mean the person described in Item 1 of the Schedule;
- 1.1.3.3 "premises" will mean the premises described in Item 2 of the Schedule;
- 1.1.3.4 "Schedule" will mean the Schedule at the beginning of this lease; and
- 1.1.3.5 "improvements" will mean any fixed structure of any kind whatsoever erected on the premises.
- 1.2 The Schedule and Annexures "A" "B" and "C" if applicable, will form an integral part of this lease.

2. THE LEASE

- 2.1 The Lessor hereby lets to the Lessee who hereby leases the premises upon the terms and conditions stated in this lease.

3. THE PERIOD

- 3.1 This lease shall, notwithstanding the date of signature hereof, be deemed to commence on the commencement date stated in Item 5 of the Schedule and shall, subject to the provisions of this lease, terminate on the termination date stated in Item 6 of the Schedule.
- 3.2 The Lessee may at least 180 days prior to the termination date, in writing apply to the Lessor for an extension of this lease for such further period as the Lessee may in such application indicate, either upon the same terms and conditions as stated in such application or upon modified terms and conditions as stated in such application.
- 3.3 The Lessee shall, together with any application referred to in clause 3.2, submit the written consent of the traditional council referred to in Item 7 of the Schedule, to the extension of this lease as applied for.
- 3.4 The Lessor shall, prior to the termination date, in writing advise the Lessee of its acceptance or rejection of the application for such extension, or it may notify the Lessee of any terms and conditions differing from those proposed by the Lessee in the application for extension, subject to which it is prepared to extend this lease.
- 3.5 The Lessee shall, prior to the termination date, if the Lessor has submitted terms and conditions differing from those proposed by the Lessee in the application for extension subject to which it is prepared to extend this lease, in writing, notify the Lessor if he accepts or rejects such modified terms and conditions.

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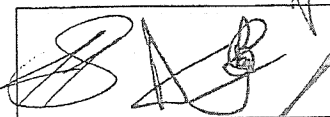
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- 3.6 In the event of the Lessor accepting the application for an extension of the lease made in terms of clause 3.2, or in the event of the Lessee accepting the modified terms and conditions submitted by the Lessor as contemplated in clause 3.5, then this lease shall be deemed to have been extended in accordance with the terms and conditions so agreed upon and the correspondence exchanged between the parties as contemplated herein shall be deemed to be an integral part of this agreement unless the parties agree to record such extension and the terms and conditions applicable thereto in writing over their signatures.
- 3.7 The Lessor agrees and undertakes to agree to an extension of this lease as applied for in terms of clause 3.2, unless it has a compelling reason not to do so, which, without limiting the generality of the foregoing, may include the failure of the traditional authority to consent to such extension, the adverse behaviour of the Lessee during the initial period of the lease and lapses in the timeous payment of rent.
- 3.8 The lessee shall be entitled at any time to terminate this lease on 12 months written notice to the Lessor.

4. THE RENTAL

- 4.1.1 the Lessee shall pay rental to the Lessor of the amount stated in Item 3 of the Schedule, and any additional rent as may be provided in the schedule and Annexure B hereof.
- 4.1.2 The rental due for a financial year will be invoiced once the lease is finalised and will be invoiced (for the full year) at the beginning of a financial year for subsequent years.
- 4.2 The rental payable in terms of this lease shall escalate annually on the annual anniversary of the commencement date, or if the commencement date is a date other than the 1st day of a month, on the 1st day of the month immediately following the annual anniversary of the commencement date, by an amount equal to the escalation percentage set out in Item 4 of the Schedule.
- 4.3 Notwithstanding the provisions of Clause 4.2, the Lessor shall be entitled, in its discretion, to require the Lessee to pay a fair market rental in respect of the premises subject to the following:
- 4.3.1 the Lessor may only exercise such entitlement on written notice ("the rental adjustment notice") given no less than 60 days prior to the expiry of each 5 year period of this agreement and such new fair market rental shall take effect on the expiry of such 5 year period;
- 4.3.2 for the purposes of calculating the fair market rental of the premises it is recorded that the improvements have been effected by the lessee at its own cost and the rent shall accordingly reflect this;
- 4.3.3 the parties shall endeavour to agree a fair market rental for the premises but failing agreement in writing within 60 days of receipt of the rental adjustment notice then such fair market rental shall be determined by an independent valuer ("the Valuer");
- 4.3.4 the Valuer shall be a suitably qualified valuer based in KwaZulu-Natal agreed on by the parties, but failing written agreement within 7 days of request by either party, shall be a person nominated by the Chairman or his Deputy for the time being of the S A Institute of Valuers, KwaZulu-Natal branch;
- 4.3.5 the Valuer shall act as an expert and not as an arbitrator, his determination of the rental shall be final and binding and his costs and charges shall be borne by the parties in equal shares;

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- 4.3.6 thereafter, the Lessor shall be entitled to, and the Lessee may initiate a review of such fair market rental upon the expiry of each 5 year period of this lease calculated from the date on which the fair market rental in respect of the premises took effect in terms of clause 4.3.1, by giving written notice to the other party no less than 90 days' prior to the expiry of such 5 year period, and the provisions of clauses 4.3.1 to 4.3.5 shall otherwise apply (with the changes required by the context);
- 4.3.7 the Lessee shall be entitled to terminate this lease by giving the Lessor no less than 3 months' written notice within 90 days of the date on which the fair market rental first takes effect in terms of clause 4.3.1 or the date on which any adjustment to the fair market rental takes effect pursuant to clause 4.3.6, as applicable.
- 4.4 The rental shall be paid in advance.
- 4.5 The rental shall be paid, without deduction or demand and on due date, to the Lessor either:
- 4.5.1 at its office at 188 Hoosen Haffejee Street, Pietermaritzburg, or
- 4.5.2 by depositing the rental to the Lessors Banking Account at the First National Bank, Branch Code 257355 Account Number 62004600038 (Ref No.101697).
- 4.6 The Lessee shall be entitled to determine to which place referred to in Clause 4.5 the rental shall be paid, but the onus shall be on the Lessee to ensure that such rental reaches the Lessor in a manner enabling the Lessor to immediately utilize the moneys so received by it for its own use and benefit.
- 4.7 Notwithstanding the provisions of Clause 4.5, the Lessor may from time to time, in its sole discretion, substitute another address or bank account, as the place for the payment of rental, by giving the Lessee at least one months written notice thereof.
- 4.8 The rental payable in terms of this lease shall be exclusive of value-added tax, and the Lessee shall pay any such tax to the Lessor simultaneously with the payment of rental in terms of this lease.

5. THE TRADITIONAL COUNCIL CONSENT

- 5.1 This lease shall be subject to the suspensive condition that the Traditional council referred to in Item 7 of the Schedule grants its consent to the lease of the premises to the Lessee in accordance with the provisions of this lease, which consent shall be obtained within 60 days of the signing of this lease by the Lessee, failing which the lease shall lapse.
- 5.2. In the event that the said Traditional council withdraws its consent to the lease of the premises to the Lessee in terms of this lease prior to the termination of this lease by effluxion of time for good, reasonable and objectively determined cause, then such act by the Traditional council
- 5.3. shall be deemed to constitute a dispute between the Lessor and the Lessee which shall be resolved by mediation and arbitration as hereinafter provided, and the parties may include the said Traditional council as a party to such proceedings.
- 5.2.1 In the event of an arbitrator coming to the conclusion, on a balance of probabilities, that the grounds upon which the Traditional council has withdrawn its consent are good, reasonable and objectively determined, and that it would in the circumstances be fair and equitable to the parties to this lease and to the Traditional council, to amend the terms of this lease, or to terminate this lease, then the arbitrator may, with the consent of the Lessor, make an appropriate award accordingly, but subject to the provisions of Clauses 5.3,5.4 and 5.5.

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- 5.3 The Lessee hereby waives and abandons:-
- 5.3.1 any claim for loss or damage he may in law have against the Lessor; and
- 5.3.2 any claim he may in law have against the Lessor for or in respect of any compensation for or in respect of any improvements made by the Lessee to the premises whilst occupying the same in terms of this lease, whether authorised under this lease or not; where such claim for loss or damage or compensation arises, directly or consequentially, from any award made by an arbitrator in terms of Clause 5.2.1.
- 5.4 Notwithstanding the provisions of Clause 5.3, an arbitrator may, in his discretion, in any award amending or terminating this lease, order that the Lessor shall pay a specified sum of money to the Lessee as and by way of compensation for any such improvements, if he deems it objectively to be just and equitable to do so.
- 5.5 Any compensation awarded by an arbitrator in terms of Clause 5.4 shall be limited to an amount not exceeding the costs, including labour and value-added tax, incurred by the Lessee in and about the making of the improvements in respect of which compensation is to be paid.
- 5.5.1 The arbitrator may order that such compensation shall only be payable to the Lessee by the Lessor on disposal by the Lessor of the improvements concerned or the rights to the use and occupation thereof to a third party by way of lease.

6 USE OF PREMISES AND IMPROVEMENTS

- 6.1 The Lessee acknowledges that it has inspected the premises and acknowledges them to be in a fair and usable state of repair, save for any defects referred to in Clause 6.2.
- 6.2 The Lessee and the Lessor, represented by a duly appointed agent, shall undertake an inspection of the premises within 21 days of the date of the commencement of this lease, and they shall jointly record any defects which are present in or on the premises, and two copies of such record shall be signed by or on behalf of both parties and a copy retained by each of them.
- 6.3 The Lessee shall maintain the premises, but taking into account the state of the items referred to in Clause 6.2, in a good state of usable repair during the currency of this lease, fair wear and tear excepted, and it shall repair or replace any part thereof which is damaged, destroyed or lost during the currency of this lease.
- 6.4 The Lessee shall use the premises only for the purposes set out in Item 8 of the Schedule and for no other purpose, provided that he may undertake such additional activities which are ordinarily and necessarily ancillary to such main use.
- 6.5 Notwithstanding the provisions of Clause 6.4, the Lessor may, in writing from time to time during the currency of this lease, and with the consent of the Traditional Authority described in Item 7 of the Schedule, authorise the Lessee to use the premises for any other purpose specified in such written consent.
- 6.6 The Lessor:
- 6.6.1 does not warrant that the premises are suitable or fit for the purposes for which the Lessee intends to use them, and the Lessee takes occupation of the premises in terms of this lease as they stand;
- 6.6.2 is not obliged, and shall not at any stage during the currency of this lease, or any extended period thereof, be obliged, to maintain, repair, renovate, rebuild, refurbish, clean or alter any part of any improvements existent or to be erected on the premises.
- 6.6.3 shall not be obliged or be required to make provision for or supply any services to the premises, and all services, including water, electricity, telephone, sewer and septic tank services shall be acquired by the Lessee at its sole cost and expense, both as to the installation and the maintenance thereof and in respect of the supply thereof.

Please initial here

- 6.7 It is recorded that the Lessee has undertaken the improvements described in Annexure "A" to this lease, and the Lessor has consented thereto.
- 6.8 The Lessee shall comply with all legal requirements applicable to the use and occupation of the premises by the Lessee and to effecting the improvements referred to in Clause 6.7, including, but not limited to:
- 6.8.1 any planning approvals required from any local authority;
- 6.8.2 any zoning of the premises limiting the use of the premises for any specified purpose;
- 6.8.3 any environmental laws or regulations.
- 6.9 The Lessee shall produce proof that he has complied with the provisions of Clause 6.8 if demand is made therefor by or on behalf of the Lessor.
- 6.10 The Lessee shall not commence the construction of any improvements without the written approval of the Lessor to the specific plans and specifications applicable to such improvements being first had and obtained.
- 6.10.1 Prior to the commencement of any improvements as contemplated in Clause 6.7, and after receiving the approvals referred to in Clause 6.8, the Lessee shall submit detailed plans and specifications to the Lessor, for the Lessor's approval, indicating the nature and extent of such improvements and the materials to be used in the construction thereof.
- 6.10.1.1 The Lessor shall be entitled to require the Lessee to modify or amend any such plans or specifications, but only on good and objective grounds, and it shall not unreasonably withhold its approval to such improvements.
- 6.10.1.2 In the event of the Lessor not communicating with the Lessee as provided for in Clause 6.10.1.1 within 60 days of the receipt of the plans and specifications referred to in Clause 6.10.1, then the Lessor shall be deemed to have approved of such plans and specifications.
- 6.10.2 In the event of the Lessor and the Lessee being unable to agree upon the nature of the extent of such improvements, then such dispute shall be referred to mediation and arbitration as hereinafter provided.
- 6.11 Unless special written authority is given by the Lessor, the Lessee shall commence any development as contemplated in Clause 6.7 within twelve months of the commencement date and shall complete the development to the satisfaction of the Lessor within a period of twenty-four months of the commencement date, and this lease will lapse if the development is not so completed
- 6.12 Unless the Lessor directs otherwise, the lessee shall, within six months of the date of the Lease, fence the boundaries of the premises and the lessee shall, during the currency of this lease, including any extended period thereof, maintain the fence to the satisfaction of the Lessor.
- 6.13 If the Lessee, at any time during the currency of this lease, wishes to undertake any structural alterations or additions to the premises, he shall comply with the provisions of Clauses 6.8, 6.9 and 6.10 hereof, and the sub-Clauses thereof, and any reference in such Clauses or sub-Clauses to improvements shall, for the purposes of this Clause, be deemed to be a reference to the structural alterations or additions contemplated herein.

7 STANDARD CONDITIONS

- 7.1 Save with the written authority of the Lessor, no electrical power or telephone pole or line or water, drainage or sewer pipe being upon or passing through, over or under the premises and no replacement thereof, shall be moved or in any way be interfered with and reasonable access thereto shall be preserved to allow for inspection, maintenance, repair, renewal and replacement thereof.
- 7.2 The Lessor shall have the right to grant to a statutory corporation or parastatal organisation, the right freely to exercise or have a public servitude over the premises for the purpose of providing and maintaining public utility services and more particularly for the purpose of erecting telephone and electric power poles, installing electric or telephone wires and cables, laying down drains, sewers or water pipes and maintaining the same, provided that such right shall take into account the interests of the Lessee under this lease.

Please initial here

- 7.3 No act, matter or thing, whatever, shall be done or permitted to be done upon the premises or any part of such premises which may cause or lead to pollution of the environment or result in the creation of any hazard to the health of other persons, or become a nuisance or annoyance to or damage or in any way interfere with the peace and comfort of occupiers of adjoining or other premises in the neighbourhood.
- 7.4 The lease does not extend to or include the rights to precious or base metals, precious stones, minerals, and mineral products on or under the premises which shall be and remain the property of the Lessor.
- 7.4.1 The Lessee shall not be entitled to receive any rents, royalties, or other money or other consideration payable under any concession or in respect of precious or base metals, precious stones, minerals, and mineral products on or under the premises or any other part thereof.
- 7.5 The Lessee shall be responsible for and shall timeously pay to the local and relevant authorities all rates, taxes and any other similar outgoings which may be levied on the leased premises from the date of commencement of this Lease. It is recorded that such rates, taxes and any other similar outgoings may be levied and imposed at the discretion of the lessor and the levying authority notwithstanding any exemption that may be enjoyed from time to time by the lessor.
- 7.5.1 In the event of the Lessee failing for any reason whatsoever to make such payment, then the Lessor shall be entitled to make such payment and recover the amount so paid from the Lessee on demand.
- 7.6 The Lessee shall permit entry on the premises at any reasonable period of the day by any duly empowered:-
- 7.6.1 officer, employee, servant or agent of the Lessor
- 7.6.2 employee, servant or agent of any statutory corporation or parastatal organization established to provide and maintain public utility services.
- 7.7 The Lessee shall, during the currency of this lease, including any extended period thereof, but subject to prevailing economic circumstances, ensure that the development is occupied and utilised for the purposes intended, and any failure to do so shall constitute a breach of this lease.
- 7.8 The Lessee shall at all times bear the cost of refuse removal from the Premises and the cost of all electricity, gas and water consumed on the Premises, provided however that should the Lessor at any time pay any of these amounts, then the Lessee shall be obliged to refund such amounts to the Lessor on demand.

8. MAINTENANCE

- 8.1 The Lessee shall, at its own expense, during the currency of this lease, including any extended period thereof, maintain all improvements erected or to be erected on the premises, and all fixtures and fittings being part of such improvements, to a standard commensurate with a development of the nature of the improvements now existent or in the future to be erected on the premises under the provisions of this lease, and it shall undertake all repairs and renovations required from time to time without undue delay.
- 8.2 The Lessor shall be entitled to enter upon and inspect the premises and all improvements made thereon at any reasonable time, and it shall be entitled to require the Lessee to comply with the provisions of Clause 8.1, and any failure by the Lessee to comply with such notice shall constitute a breach of this lease.

9. INSURANCE

- 9.1 The Lessee shall at all times be responsible for the insurance of all improvements now existent or in the future to be erected on the premises under the provisions of this lease and shall produce evidence in the form of a Policy and premium receipts thereof if so required by the Lessor, and the Lessor shall have no obligation to insure any such item whatsoever.
- 9.2 Every insurance policy referred to in this clause shall be ceded to the Lessor as beneficiary thereunder, provided that the Lessor shall utilize the proceeds of any such policy solely for the purpose of restoring the improvements insured and for no other purpose.

Please initial here

- 9.3 The premiums on any such insurance policies shall be paid by the Lessee who shall provide proof of such payment to the Lessor.
- 9.4 The Lessor agrees and undertakes, at the request of the Lessee, to undertake to and on behalf of any financial institutions that advances funds to the Lessee for the purposes of making improvements to the premises against the security of a mortgage bond to be registered over this lease, that it will utilize the proceeds of any insurance claim made on any insurer under any insurance policy referred to in Clause 9.1 solely for the purposes provided for in that Clause.

10 DESTRUCTION OF PREMISES

- 10.1 This lease shall in no way be affected by the partial or total destruction of any improvements erected or to be erected upon the Premises.
- 10.2 In the event of total destruction of any improvements, the Lessee shall be obliged to either clear all rubble and debris from the premises so that it is rendered into the condition the premises were in before the improvements were made, and thereafter the Lessee shall ensure that the premises remains in such condition, or the Lessee shall procure that further improvements of a similar nature to those destroyed are erected.
- 10.2.1 The Lessee shall comply with the provisions of Clause 10.2 within 90 days of the occurrence of the event that caused the destruction of such improvements, or such longer period as the Lessor may in writing allow.
- 10.3 In the event of either the partial or total destruction of buildings upon the Premises, the Lessee shall not be entitled to any remission of rental whatsoever.

11 CESSION, ASSIGNMENT AND SUB-LETTING

- 11.1 The Lessee shall not cede or assign this lease, either in whole or in part, nor sub-let the premises or any portion thereof without the consent of the Lessor first being obtained.
- 11.2 In the event of the Lessor agreeing in terms of the above sub-clause to the sub-letting of the premises by the Lessee, the Lessee agrees to procure that the ultimate Sub-Lessee of the premises, or any portion thereof, shall, at all times, be subject to the terms and conditions of this lease.
- 11.3 The rights vested in the Lessee under and in terms of this lease shall be personal to the Lessee only and shall not extend to any company, close corporation or other legal entity with which the Lessee is associated with or in which the Lessee may hold shares, a members interest or other interest.

12. NO CLAIMS

- 12.1 The Lessee shall not have any claim against the Lessor for any loss or damage, which the Lessee may suffer:
- 12.1.1 by reason of the premises or any portion thereof suffering from some defective condition; or
- 12.1.2 arising out of *vis major* or *causus fortuitus* or any other cause either wholly or partially outside of the Lessor's control; or
- 12.1.3 arising outside of the negligence of the Lessor.
- 12.2 The Lessor shall not be liable for any loss or damage sustained by the Lessee, any sub-lessee, any employee, guest or invitee of the Lessee or of any Sub-Lessee, arising from any cause of action arising from the use and occupation of the premises by any such person or institution, or their presence on the premises, and the Lessee hereby specifically indemnifies the Lessor against any such claim, and promises and undertakes to make good to the Lessor any amount that the Lessor may in law be obliged to pay in respect of any such claim.

13. BREACH AND CONFLICT RESOLUTION

- 13.1 In the event of the Lessee failing to pay any rental payable in terms of this lease on due date without deduction or demand, and failing to remedy such default within seven (7) days of the receipt of written demand made therefore by or on behalf of the Lessor, then the Lessor may, on twenty four (24) hours written notice to the Lessee declare this lease to be cancelled and it may thereupon retake possession of the premises. Should the Lessor knowingly or negligently breach

Please initial here

any material provision of this agreement that is incapable of being remedied, or, should the Lessor breach any provision of this agreement which is capable of being remedied and fail to commence to remedy such breach within 14 days of a written notice from the Lessee requiring it to rectify such breach or to complete remedying such breach within a reasonable time, then in any of those events the Lessee shall be entitled to cancel this lease without prejudice to any of its other rights including its right to claim damages.

Should the Lessor dispute the Lessee's right so to cancel then any such dispute shall be referred to a court of competent jurisdiction.

- 13.2 Should the Lessor cancel this lease in terms of Clause 13.1 and the Lessee dispute the Lessor's right so to cancel this lease and remain in occupation of the premises, then:
- 13.2.1 the Lessee shall, pending the determination of such dispute, continue to pay to the Lessor on the due date thereof, all amounts due under this lease, including rental, and the acceptance thereof by the Lessor shall be without prejudice to the Lessor's rights;
- 13.2.2 should such dispute be determined in favour of the Lessor, then any such payments shall be deemed to be accounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of this lease, and/or the unlawful holding over by the Lessee.
- 13.3 Any issue or dispute arising from any cause contemplated in Clause 13.1 shall be resolved by a court of competent jurisdiction.
- 13.4 In the event of there being any breach of this lease by either party (other than a dispute contemplated in Clause 13.1), or any dispute or disagreement between them as to interpretation of any provisions of this lease, or in the event of any provision of this lease providing for the resolution of such dispute by mediation or arbitration, then such dispute or disagreement (hereinafter collectively referred to as a "dispute") shall be referred to mediation and arbitration in the manner set out in Clause 13.5, provided that the parties first shall have attempted to resolve such dispute at two consecutive meetings prior to referring such matter accordingly.
- 13.5 Any dispute referred to in Clause 13.4 shall:
- 13.5.1 in the first instance, be referred to mediation; and
- 13.5.2 if such mediation does not resolve such dispute within a period of ten (10) days of being so referred, then the dispute shall be referred to arbitration; and such proceedings shall be conducted in accordance with the provisions hereinafter set out.
- 13.6 Either the Lessor or the Lessee may refer any dispute to the President of the Natal Law Society with a request that he appoint a mediator, and, if necessary, an arbitrator, in accordance with the provisions of this agreement. The parties to this agreement agree to accept any such mediator or arbitrator so appointed by such President.
- 13.7 Arbitrations shall be conducted in accordance with the provisions of the Arbitration Act, No 42 of 1965, subject to the provisions of this agreement.
- 13.8 The issue which the arbitrator shall be asked to decide will be determined by the party referring the dispute to arbitration.
- 13.9 The arbitrator shall have the power to decide on the procedure he/she shall adopt in the conduct of any arbitration proceedings.
- 13.10 The parties to any dispute may elect to have legal representation at any hearing before any arbitrator appointed in terms of this clause.
- 13.11 In respect of any dispute resolving proceedings conducted in terms of this agreement, it is agreed that:
- 13.11.1 the proceedings shall be conducted expeditiously consistent with fair practice;
- 13.11.2 the mediator or arbitrator may consult such advisors as he may deem necessary to assist him on any matter of a technical nature;
- 13.12 It is expressly agreed that:
- 13.12.1 each party shall bear their own costs of any mediation or arbitration proceedings undertaken under the provisions of this agreement, including the costs of legal representation;
- 13.12.2 each party shall bear an equal share of the costs of the mediator and/or arbitrator and any costs associated with such appointment, the party first referring any dispute to mediation or arbitration

Please initial here

under the provisions of this Clause being responsible for the collection and payment of such costs, provided that in the event of the arbitrator being of the opinion that any party to the conflict has acted in bad faith, maliciously or frivolously, or in the event of any party liable to contribute towards any costs in terms of this Clause failing or refusing to pay such costs within a reasonable period of demand being made therefore, then such arbitrator may direct that such party shall refund to any other party the reasonable costs of such arbitration or any part thereof, or pay such contribution, and such award shall constitute a liquid debt due by the party against whom it is made in favour of the other parties to this agreement.

- 13.13 An arbitrator shall be entitled, either:
- 13.13.1 to order specific performance to rectify a breach or,
- 13.13.2 at the request of either party specifically made therefor, to declare the lease cancelled.
- 13.14 In the event of either party failing to comply with an order of specific performance made by an arbitrator, then the other party may approach a Court of competent jurisdiction to enforce such order as though such order were an order of that Court.
- 13.15 Any party that has suffered loss or damage as a result of a breach of this lease by the other party shall be entitled, upon any arbitration proceedings being completed, and based on the findings of the arbitrator, to recover such loss or damage from the other party in any Court of competent jurisdiction.
- 13.16 Any decision of an arbitrator shall be binding on the parties to the dispute and shall, subject to the provisions of Clauses 13.14 or 13.15, not be made the subject of any legal proceedings by any such party.
- 13.17 The parties to this agreement agree and undertake that they shall conduct their relations with each other arising from this agreement in a spirit of good faith.

14. TERMINATION

- 14.1 Subject to clause 5 upon the termination of this lease for whatever reason, whether as a consequence of the effluxion of time or otherwise, all buildings and other permanent structures on the Premises shall remain the premises of the Lessor, without compensation of any sort to the Lessee.

15. MISCELLANEOUS

- 15.1 The Lessee, at its expense, shall be entitled to affix and erect such signage in and about the premises as may reasonably be required for the purposes of any commercial businesses to be conducted on the premises, provided that, upon the termination of this lease for any reason whatsoever, the Lessee shall, at its expense, in consultation with the Lessor, remove all such signage and restore the Premises and any improvements situate thereon to a clean and tidy state commensurate with a development of this nature.
- 15.2 The Lessee shall, and it shall take all reasonable steps to ensure that any sub-lessees, employees, contractors and other invitees, at all times comply with all laws and statutory, municipal and other by-laws and regulations applicable to the Premises and the activities to be carried on thereon, and in particular, they shall recognise and respect the Inkosi and tribal authority of the Traditional Council referred to in Item 7 of the Schedule.
- 15.3 The Lessee shall, and it shall use its best endeavours to ensure that any sub-lessee does, employ persons from the community resident in and about location of the premises in preference to any persons not so resident.
- 15.3.1 If the Lessee employs any person who is not so resident, he shall, if called upon by the Lessor, provide a written explanation as to the reason for such employment.
- 15.4 The Lessee acknowledges that he is aware of the provisions of the Interim Protection of Informal Land Rights Act 31 of 1996 and he shall observe the provisions of that Act in regard to any persons holding informal rights to land as defined in that Act to any part of the premises.

Please initial here

- 15.5 The Lessee records and acknowledges that the Lessor has given him no warranty that the premises are not subject to the rights of any person holding informal rights to land as defined in the Interim Protection of Informal Land Rights Act nor that the land is not subject to a claim under the
- 15.6 The Lessee records and acknowledges that the Lessor has given him no warranty that the premises are not subject to the rights of any person holding informal rights to land as defined in the Interim Protection of Informal Land Rights Act nor that the land is not subject to a claim under the Restitution of Land Rights Act 22 of 1994, and it shall be incumbent on the Lessee to make appropriate enquiries to ascertain whether such Acts apply to the premises.
- 15.7 The Lessor shall not be required or obliged to give notice to vacate, or to take any steps to evict, any persons residing on the premises on the commencement date or at any time thereafter.
- 15.8 The Lessee shall not, without the written consent of the Lessor, permit any person to occupy the premises during the currency of this lease, or any extended period of this lease, under circumstances which shall enable such person to claim a right in law to use and occupy the premises independently of the Lessee's right to the use and occupation of the premises under this lease.
- 15.9 This Lease shall be interpreted and construed in accordance with and any proceedings arising therefrom shall be governed by the laws of the Republic of South Africa.
- 15.10 No agreement shall be deemed to exist between the parties until this Lease has been duly signed by the Lessor and the Lessee.
- 15.11 This agreement constitutes the entire contract between the parties relative to the subject matter hereof and this agreement cancels any prior agreement between the parties with regard to the subject matter hereof unless specified to the contrary. No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively.
- 15.12 If any provision in any definition is or contains a substantive provision imposing rights and/or obligations on a party, effect shall be given to such provision as if it were a substantive provision in the body of this agreement.
- 15.13 No indulgence which any party may grant to any other shall prejudice or constitute a waiver of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or might arise in the future.
- 15.14 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 15.15 No representations or warranties of any nature whatsoever, express or implied, have been made by the Lessor or any person purporting to act on the Lessor's behalf to induce this Lease.
- 15.16 This Lease shall be binding on the successors in title of the parties.
- 15.17 Clause headings in this Lease are for convenience only and shall not be taken into account in the interpretation hereof.
- 15.18 When any number of days is prescribed in this agreement, these shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday, or a Public Holiday.
- 15.19 The Lessee acknowledges that he is aware of the provisions of the Communal Land Rights Act (Act 11 of 2004) and that the granting of this lease must not in any way be construed as being inconsistent with the provisions and objects of that Act.

Please initial here

16. DOMICILIUM

- 16.1 The parties choose the following addresses for the purposes of notices in respect of matters arising out of or in connection with this lease and also as addresses for the purposes of *domicilium citandi et executandi*:
- 16.1.1 The Lessor at: 188 Hoosen Hafejee Street, Pietermaritzburg, 3200.
- 16.1.2 The Lessee at: the Premises.
- 16.2 Any notices which are to be given in terms of this lease by either party to the other party shall be presumed, until the contrary is proved, to have been received:
- 16.2.1 if posted by registered post 7(seven) days after the date of posting;
- 16.2.2 if delivered by hand, on the date of delivery;
- 16.2.3 if transmitted by facsimile, on the day of transmission (if transmitted on a business day) or the first business day after transmission
- 16.3 Either party may by notice in writing from time to time alter its address and facsimile details.

17. COSTS

- 17.1 The costs and charges for the preparation, execution and stamping of this lease, and any stamp duty payable on such lease, shall be borne by the Lessee.

18. DELEGATION

- 18.1 The Lessor may, in its discretion, and from time to time during the currency of this lease, including any extended period of this lease, delegate the administration of this lease, or any part thereof, to any official in the employ of any department of the national government, of the government of the Province of KwaZulu-Natal, any local authority within whose area the premises fall or the traditional council within whose area the premises fall.
- 18.2 Any written document evidencing such delegation and signed by an authorised member of the Ingonyama Trust Board shall be sufficient proof of such delegation.

Please initial here

19. REGISTRATION OF LEASE

- 19.1 In the event of the Lessee wishing to register this lease against the title deeds of the land of which the premises form a part, then it shall, at its expense:
 - 19.1.1 cause the premises to be surveyed so as to produce a diagram of the premises for the purpose of the registration of the lease;
 - 19.1.2 obtain the consent of the Traditional Council referred to in Item 7 of the Schedule to the registration of this lease;
 - 19.1.3 proceed to duly cause this lease to be so registered.
- 19.2 The Lessor agrees and undertakes to support and co-operate with the Lessee in and about the registration of this lease as contemplated in Clause 19.1, and its signature to this lease shall constitute its consent to such registration.

Signed by Warren Elbert Robin Raubenheimer in his capacity as a member of the KwaZulu-Natal Ingonyama Trust Board established in terms of section 2A(1) of the KwaZulu-Natal Ingonyama Trust Act 3 of 1994, he being duly authorised thereto by His Majesty the King, King Goodwill Zwelithini KaBhekuzulu on the twenty-fourth day of March 2006.

Signed at Petermannsburg

On the 13th day of May 2009

As Witness

1. [Signature]

2. [Signature]

[Signature]
Warren Elbert Robin Raubenheimer

Signed by the Lessee/for and on behalf of the Lessee by ANDRÉ MARTIN SLADE he being duly authorised thereto by a resolution of the Directors/Trustees/Management Committee of the Lessee adopted at a meeting held at MEAZANA on the 04 day of May 2009

As Witness

1. [Signature]
Keyhans

2. [Signature]

[Signature]

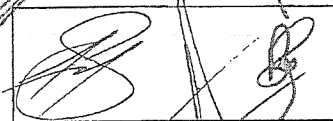
[Handwritten mark]

ANNEXURE "A"

The following is a brief description of the improvements that the Lessee has effected to the premises.

(Lessee to complete please it is suggested that the existing improvements are also noted).

Please initial here

A rectangular box containing three sets of handwritten initials. The first set is a large, stylized 'B'. The second set is a large 'A'. The third set is a large 'B'. To the right of the box, there are additional handwritten initials 'NN' and a vertical line with a downward-pointing arrow.A set of handwritten initials, possibly 'J' or 'S', located at the bottom right of the page.

Inner Space Developments - Sodwana

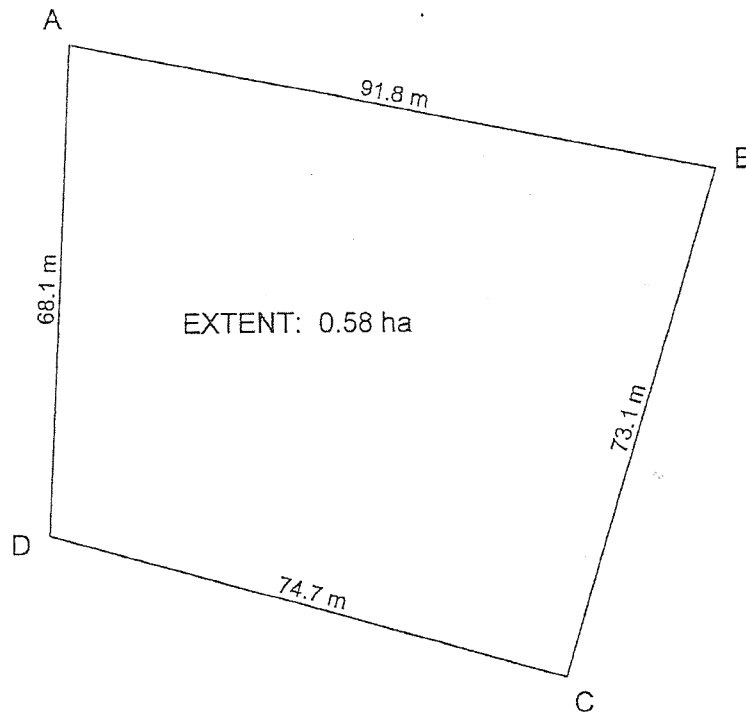
SKETCH MAP

SCALE - 1:1000



Co-ordinate List WG33

Pnt	Y (all plus)	X
A	37555	3044226
B	37465	3044244
C	37486	3044314
D	37558	3044294



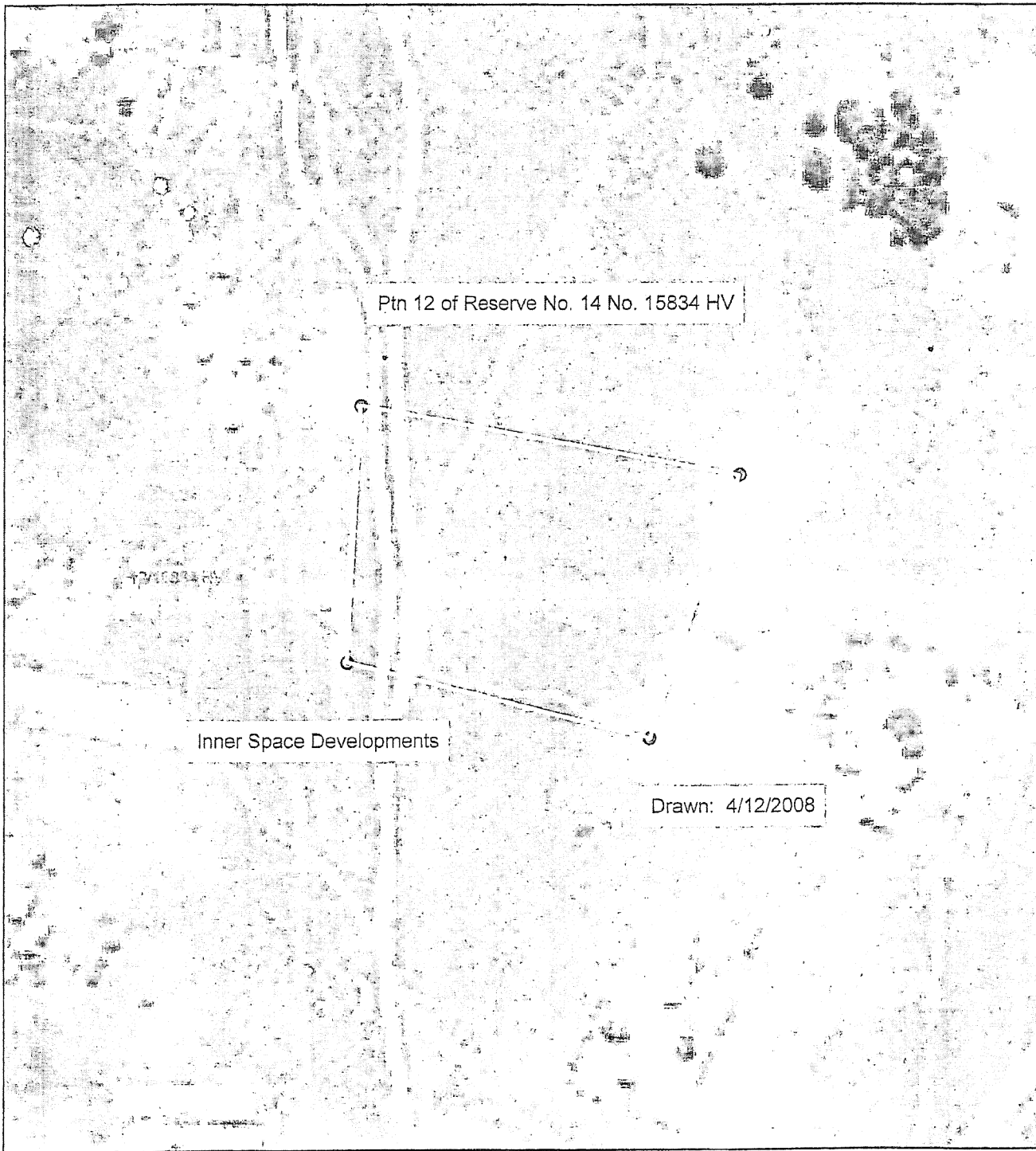
NOTE: Sketch map drawn by R.S.Queripel, P.O.Box 601, Pietermaritzburg, 3200.

From data provided by Inner Space Developments.

December, 2008

NW

Inner Space Developments - Sodwana



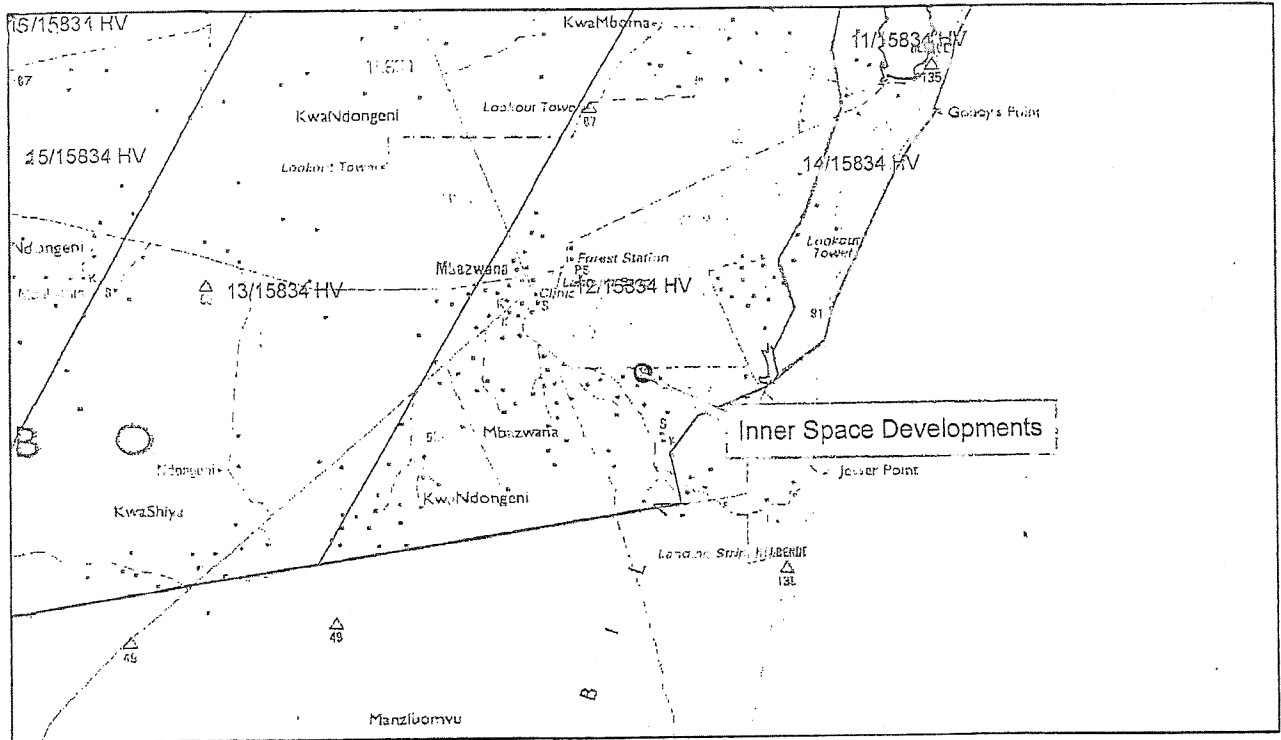
0 5 10 20 30 40 Meters

Legend			
Land parcels owned by Ingonyama Trust Leases State Domestic Facilities PTOs	Land Claims Titles Servitudes Mineral Rights		

[Handwritten signature]
[Handwritten signature] NW

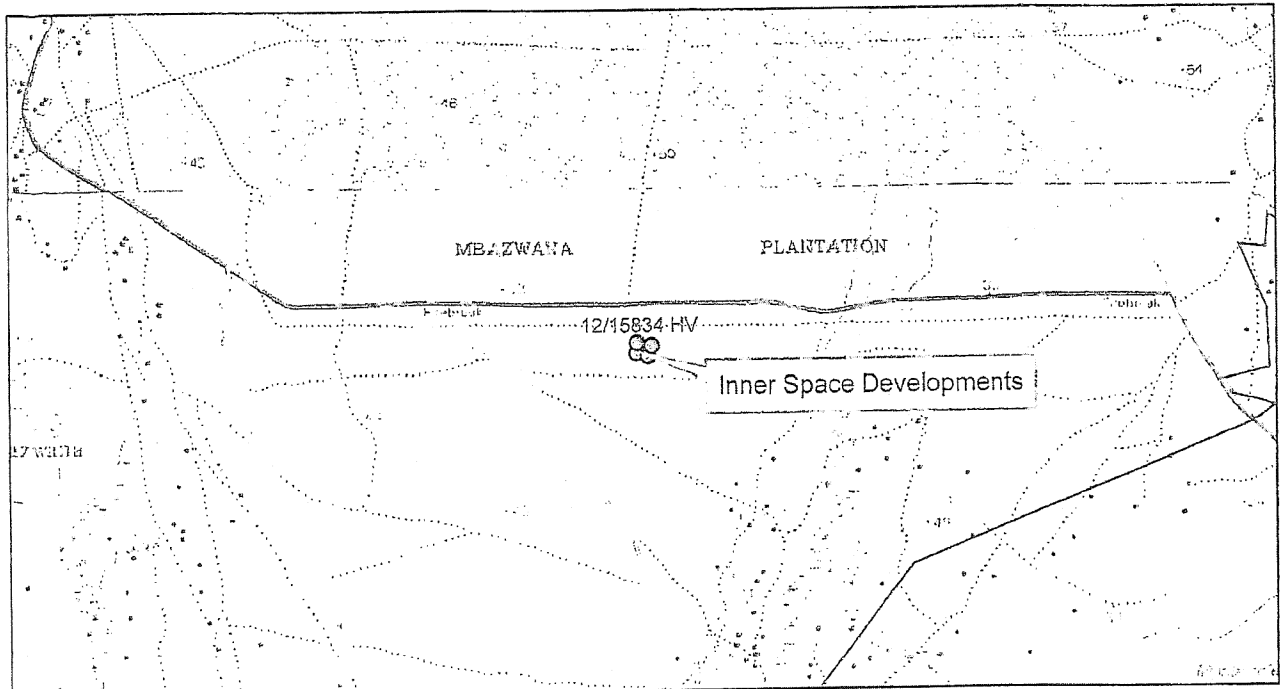
[Handwritten signature]

[Handwritten initials]



Locality Map 1

0 1,300 2,600 5,200 7,800 10,400 Metres
Scale 1 : 250,000



Locality Map 2

0 245 490 980 1,470 1,960 Metres
Scale 1 : 50,000

SG No. : _____	Owner Name : _____
Area (Ha) : _____	Deed Number : _____
SG Comp No. : _____	Municipality : _____
Centroid - Lat : _____	Regional Authority : _____
- Long : _____	Map Ref : _____

NW

[Handwritten Signature]

[Handwritten Signature]

A T T O R N E Y S · N O T A R I E S · C O N V E Y A N C E R S

Attention: Mr Slade

"Service by Sheriff"

Our Ref: Mr C Johnson/nn/091001/030

Date: 23 February 2018

Dear Mr Slade,

INGONYAMA TRUST BOARD / ANDRÉ M SLADE TRADING AS INNER SPACE DEVELOPMENT

We act on instructions of the Ingonyama Trust Board, who administers the affairs of the Ingonyama Trust and direct this letter to you on instructions of our aforementioned clients.

It is our instructions that:

1. On 13 May 2009 you, as lessee, concluded a long term lease with our clients.
2. The lease is in respect of a portion of Portion 12 of Reserve No. 14 No. 15834 HV, in extent 0,58 hectares (more or less) as shown on the plan attached to the lease.
3. The commencement date was 1 December 2008 and the termination date is 30 November 2048.
4. The rent shall be R6 000-00 plus VAT per annum, with an annual escalation of 10%.

D E D I C A T E D T O S E R V I C E E X C E L L E N C E

3rd Floor Fedsure House • 251 Church Street Pietermaritzburg 3201 • P.O. Box 100 Pietermaritzburg 3200 South Africa • Docex: 11
PHONE: (033) 345 4230 • TELEFAX: (033) 342 6498 Conveyancing/Collections • TELEFAX: (033) 394 1795 Litigation

SHERIFF UBOMB
P.O. Box 653 Jozini 39169
Cell: 082 047 7182

Date 13/3/18
Sign _____

ATTORNEYS: Graham John Shelwell, Petrus Karel Coetzee, Suné Taljaard, Carl Johnson
PROFESSIONAL ASSOCIATES: Craig Woolley, Navendran Moodley
CONSULTANTS: Stegman Erasmus (Specialist in Labour Law), Inus Liebetrau
In Association with

ACUTT & WORTHINGTON Attorneys Northern KZN and

COCAN
ATTORNEYS

NORTH COAST KZN

0-1-18

5. The use of the premises shall be for a commercial workshop and residence.
6. The rental shall be payable in advance, without deduction or demand, at the beginning of each financial year.
7. You, as lessee, shall use the premises only for the purposes set out in Item 8 of the Schedule (namely that of a commercial workshop and residence), and for no other purposes, provided that you may undertake such additional activities which are ordinarily and necessarily ancillary to the main use.
8. You shall not cede or assign the lease, either in whole or in part, nor sublet the premises or any portion thereof without the consent of our client having been contained first.
9. In the event of you failing to pay any rental payable in terms of the lease on due date and failing to remedy such default within seven days after receipt of a written demand made therefor by or on behalf of our clients, then our clients may, on 24 hours written notice to you declare the lease to be cancelled and it may thereupon take possession of the premises.
10. Should you breach any provision of this agreement which is capable of being remedied and fail to commence to remedy such breach within fourteen days of a written notice from our clients requiring you to rectify such breach, then our clients shall be entitled to cancel the lease without prejudice to any of their other rights, including the right to claim damages.
11. You shall recognize and respect the Inkosi and Tribal Authority of the Mbila Traditional Council.

SHERIFF UBOMBO
P.O.Box 653 Jozini 3969
Cell: 082 047 7182
Date _____
Sign _____



P.11A

12. No indulgence which our client may grant to you shall prejudice any of our client's rights or constitute a waiver of such rights.
13. You chose your *domicilium citandi et executandi* at the leased premises.
14. It is our instructions that you have failed to comply with your obligations in terms of the lease, and, indeed breached the same, by failing to pay the rental due to our clients timeously in terms of the lease, alternatively in full, alternatively at all.
15. Our instructions are that the current outstanding balance, due, owing and payable in respect of arrear rent amounts to R62 584-73.
16. Our instructions are to demand of you, as we hereby do, that you remedy your breach by paying the aforesaid sum to our client within seven days of receipt of this demand.
17. Kindly further take notice that, should you fail to comply with this demand, our client will, on 24 hours' notice, declare the lease to be cancelled and will thereupon take all such steps as it may be advised to, in order to protect its rights.

Yours faithfully

MR C JOHNSON
MASON INCORPORATED

SHERIFF UBOMBO
P.O.Box 653 Jozini 3969
Cell: 082 047 7182
Date _____
Sign _____



"F"

SHERIFF RETURN

TO: MASON ATTORNEYS
c/o SIMA MTHEMBU
P.O. BOX 100
PETERMARTINZBURG

CASE No: LETTER OF DEMAND
Sheriff's Ref: MR FAKUDE
Attorney's Ref: E. JOHNSON/NN/
0910011030

In the case between:

IN YONYAMA TRUST BOARD PLAINTIFF/CREDITOR/APPLICANT
ANDRE M. SLADE DEFENDANT/JUDGMENT DEBTOR/RESPOND
And To: SPACE DEVELOPMENT GARNISHEE/WITNESS
ADDRESS OF SERVICE: SOLUMA BAY TRUST HOUSE

NATURE OF SERVICE: LETTER OF DEMAND

On 13/3/2018 at 09:00 this process was dealt with as follows:

THE LETTER OF DEMAND SERVED AT ABOVE ADDRESS BY AFFIXING COPY AT MAIN GATE BY SHERIFF UBOMBO IN FALCIDE AS THERE WAS NOBODY TO ACCEPT LETTER OF DEMAND.

(Where applicable, the nature and exigency has been explained to the person concerned)

Cost list:

Service Fee & Notice R
Warrant R
Execution Garnishee Order R
Return R 16 - 00
Commission R
Storage R
Registration of Summons R 10 - 00
After Hours Service R

Travelling 180/km R 25 /km R 900 - 00
Execution of Interdict R
Inventory R
Notice of Sale R
Attempts Costs R 31 - 00
Postage & Petties R
Forwarding Fee R
Urgent Service Fee R
TOTAL R 1005 - 00

J. M. G.
Sheriff for Ubombo
Box 653, Jozini, 3969
Cell: 082 047 7182

Bank Details:
Mr T N Fakude
ABSA, Jozini (Br Code 632005)
Flexisave Account 9161604415

You may require this account to be taxed and vouched for before payment. This return serves as your account. Kindly pay within 30 days, if not, interest will be added at 30% per annum.

T. N. FAKUDE
SHERIFF UBOMBO
P.O. BOX 653, JOZINI 3969
CELL: 082 047 7182
E-MAIL: fakude@ubombo.co.za

P.M.

"G1"

Carl Johnson

From: enki1111@unseen.is
Sent: 04 April 2018 12:31 PM
To: Carl Johnson
Cc: inanna1111
Subject: Your ref: Mr C Johnson/nn/091001/030
Attachments: Letter to Inkosi 4_4_2018.pdf

Hello Mr Johnson

Herewith Our reply attached.

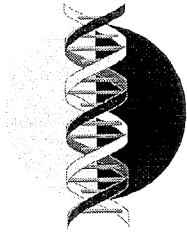
Sincerely

Enki Yahshuah

Cell: +27(0)82 444 5841
Author: Where To From Here: Cognition
Blog: wheretofromhere.org



2018



The New Qingdom

P.O.Box 1596
Mbazwana, 3974
Sodwana Bay Main Road/ Emoyeni
<https://wheretofromhere.org>

"G2"

Date 4/4/2018

Attention: "Zulu King Goodwill Zwelithini"

Your Reference: Mr C Johnson/nn/091001/030

I refer here to your letter dated 23/2/2018 found in Our driveway on 30/3/2018.

I address this letter to "Zulu King Goodwill Zwelithini" himself and demand that you will present it to him as soon as possible as this matter is of utmost importance.

I, Andre M. Slade, came to Sodwana Bay in 2007 as a businessman with highly equipped workshop and was producing a product for which I was nationally awarded. I came here with My fiancée at the time and settled in My chosen place; I agreed to a lease. I respected the hierarchy of tribal locals but did not feel loyal to an "Inkosi" in any way. I appreciate the opportunity to be able to live in this area and am thankful to Our black tribe for receiving Me peacefully and with open arms. I want to make you aware of the fact that at the time I signed the lease with you, I did not know who I was yet; neither did I know Almighty God YAHWEH or obey His Law other than without knowing it.

When I received the premises/land, I immediately started cultivating the barren land by planting trees, making it into a garden, and I started building a beautiful house I designed Myself. However, two years later, I broke up with My fiancée at the time and was left with her unpaid debt/bill. The breakup hurt Me, and I started looking for answers to My life and to the problems of the world. I did not see any direction in the world, just confusion and chaos, so in 2009 I started writing a book I published as *Where To From Here* in 2011. I stopped caring for My business as God gave Me the task of writing a book He had commanded to be written thousands of years ago (*Revelation 10*). I was part of the prophecy, but I did not know it. These circumstances were totally beyond My control; it was not by My wish but by the will of Almighty God Himself that I opened the guest house in order to receive the guests whom He wanted Me to meet to understand others and the world better, which in your terms is a breach of agreement.

The house I had built for My family at the time and for the purpose of accommodating My clients I was offering training to was big and empty, so it became a house for rent and My only way of earning an income during My seven years of intensive researching and writing. I closed Inner Space Developments in 2009 and devoted all My time to writing the abovementioned book. I started studying history and all the important subjects about Humanity, and after I had published the 1st edition of the book, I started writing the 2nd edition with more understanding. I was captured by the power that was revealing the truth to Me and shortly before I published the 2nd edition, I had Immaculate Conception: My Spirit came alive and it was revealed to Me that I was Christ, The Son of God. This changed My life completely, and I was abandoned by most of My so-called friends and family.

I was being shown by The Father in Heaven that I am The Chosen One. A couple of weeks later I met Katarina Krizani who came by one-way ticket from Slovakia to meet Me, just as The Bible said she would. We started working together on the 3rd edition of the book, and published it as The book of *Revelation 10*, ABSOLUTE TRUTH under the name *Where To From Here: Cognition* in 2014. Therein We backup Our claim and explain the truth. We are fighting this in part in court at present. We were also shown that the Zulu Kingdom is in truth The Heavenly Kingdom described in Our Book, The Bible and that it is blasphemy for anyone to proclaim themselves a zulu king as this title belongs exclusively to Me, The Son of God, The King of Heaven. Your ancestors were part of Our Zulu Kingdom thousands of years ago, and they willingly served the blue-eyed Lords. It is proven fact that blue eyes do not originate on Earth; The Kingdom is called Heavenly or Sky Kingdom because it is ruled by Heavenly beings marked by The Creator with blue eyes. We have to respect and recognise YAHWEH The God of The Universe and His Law.

I hereby reiterate the claim I made during a media interview: I am The Zulu King and Earth belongs to Me. My Bride and I are The Two Witnesses to this truth. We have submitted Our lives to Yahweh, Almighty God, and as His faithful Witnesses obey His every command. Prophets in South Africa already know that The Son of God will come from South Africa.

Furthermore,

Because We were labeled as "racists" when the guest house refused to accommodate blacks or government employees any longer in June 2016, We closed Sodwana Bay Guest house promptly and have had no income since. I have had to sell My workshop machines to stay alive. The "zulu" neighbours told Us not to worry that Our house would be burnt down by the marchers as they themselves went to speak to their "inkosi", to protect Us. When the crimen injuria case was being opened against Me for this "racism", the government officials arrested My Bride Katarina for being an "illegal immigrant" and detained Her illegally for 33 weeks. At times I had to hike to visit her and bring Her food, even food donated from black neighbours that support Us. We are living from Our last



bank notes and cannot even afford to pay the electricity bill or Internet connection and do not know how long We will be able to use it. We Hebrews are a nomadic nation and have always been respected as self-governing people who add value to communities, as The Bible describes, yet are not under the authority of any human ruler.

In light of the above, I wish to make it clear to you that I cannot be loyal to a lease agreement with you for a couple of reasons:

- 1) Yahweh, My Father and The God of Creation owns all the land (*Leviticus 25: 23*).
- 2) INGONYAMA TRUST is connected to the government which is no longer a democratic government but rather a corporation with a business address in Washington DC, USA. As the government is not legitimate, it renders INGONYAMA TRUST null and void.
- 3) Yahweh states that man does not plan his future as He alone makes plans for everyone; He disregards man-made contracts and licenses, and tying anyone up to a specific occupation for 40 years is unfair. I personally have changed occupation three times and now for the past four years have been developing a perpetual power/electricity generator.
- 4) The fact that your kingship is blasphemous and illegal renders the lease null and void; to demand of Me to recognise and respect you as "the Inkosi" is to demand of Me to disobey My God Yahweh.

You have an honour to be the first black "inkosi" to be presented to your true Zulu King YAHSHUAH HA MASHIACH.

We have a duty of proclaiming the message We received from YAHWEH Our God; We warn you that your offense to YAHWEH is enormous and that if you do not humble yourself before The Creator, admit that you are not a legitimate king and step down, He will punish you.

With Goodwill,

Enki Yahshuah
on behalf of ANDRE M. SLADE

Cell: 082 444 5841

Email: enki1111@unseen.is



P.M.



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"H"

A T T O R N E Y S · N O T A R I E S · C O N V E Y A N C E R S

Attention: Mr Slade

"Service by Sheriff"

Our Ref: Mr C Johnson/nn/091001/030

Date: 29 May 2018

Dear Mr Slade,

RE: INGONYAMA TRUST BOARD / ANDRÉ M SLADE TRADING AS INNER SPACE DEVELOPMENT

We refer to the above subject as well as our letter dated 23 February 2018.

I confirm that you have received the same as per your e-mail and letter dated 4 April 2018.

We note that you have not remedied your breach in respect of the arrear rental in the sum of R62 584.73 and as such, kindly consider your lease terminated on 24 hours' notice as provided for in the lease.

We note from your letter of 4 April aforesaid, you have ceased operating Sodwana Bay Guest House however, you are still residing there without paying the rental due.

D E D I C A T E D T O S E R V I C E E X C E L L E N C E

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In light of your non action, we are proceeding accordingly.

Yours faithfully



MR C JOHNSON

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"I"

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ROBINIA-MTHEMBA
P.O. BOX
PETER MARITZBURG

CASE No: LETTERS
Sheriff's Ref: MR FAKUDE
Attorney's Ref: Johnson/nml
09/001/030

In the case between:
JUBAYAMA TRUST BOARD PLAINTIFF/CREDITOR/APPLICANT
ANDRE M. SLADE DEFENDANT/JUDGMENT DEBTOR/RESPOND
And To: SPACE DEVELOPMENT GARNISHEE/WITNESS
ADDRESS OF SERVICE: Sobuana Bay - Guest Lodge
NATURE OF SERVICE: LETTERS

On 18-09-2018 at 12:00 this process was dealt with as follows:

REC'D 9/13
THE LETTERS OF DEMAND SERVED AT SOBUNANA BAY GUEST LODGE BY AFFIXING COPY AT MAIN GATE BY SHERIFF UBOMBO AFTER SEVERAL ATTEMPTS AS THERE WAS NOBODY AT SAID PREMISES.

(Where applicable, the nature and exigency has been explained to the person concerned)

Cost list:

Service Fee & Notice R 63-00
Warrant R
Execution Garnishee Order R
Return R 16-00
Commission R
Storage R
Registration of Summons R 10-00
After Hours Service R

Travelling N/A Am R N/A
Execution of interdict R
Inventory R
Notice of Sale R
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Forwarding Fee R
Urgent Service Fee R
TOTAL R 179-00

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Sheriff for Ubombo
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Cell: 082 047 7182

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ABSA, Jozini (Br Code 632005)
Flexisave Account 9161604415

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E-MAIL: fakudothemba3@gmail.com

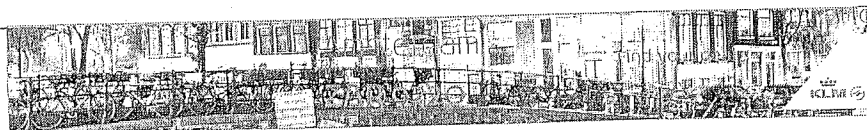
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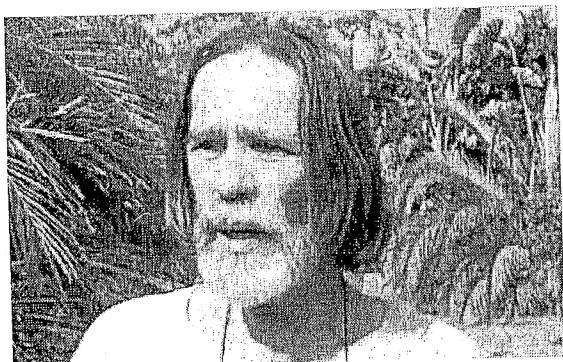


EYEWITNESS NEWS



RACIST SODWANA GUEST HOUSE OWNER BROKE, ASKS FOR HELP

Andre Slade made headlines last year when he said he would never accommodate black people as he believed that blacks and whites shouldn't mix.



FILE: Andre Slade. Picture: Clement Manyathela/EWN.

[Racism \(http://ewn.co.za/Topic/Racism\)](http://ewn.co.za/Topic/Racism) [Sodwana Bay Guesthouse \(http://ewn.co.za/Topic/Sodwana-Bay-Guesthouse\)](http://ewn.co.za/Topic/Sodwana-Bay-Guesthouse) [Andre Slade \(http://ewn.co.za/Topic/Andre-Slade\)](http://ewn.co.za/Topic/Andre-Slade)
[Clement Manyathela \(http://ewn.co.za/Contributors/clement-manyathela\)](http://ewn.co.za/Contributors/clement-manyathela) | 6 months ago (194 days ago)

JOHANNESBURG - The controversial Sodwana Bay guest house owner who believes that black people are inferior to whites and refused to accommodate them is now pleading poverty and is asking people - including blacks - to donate money to him.

[Andre Slade \(http://ewn.co.za/Topic/Andre-Slade\)](http://ewn.co.za/Topic/Andre-Slade) made headlines last year when he said he would never accommodate black people as he believed that black and white people should not mix.

KZN Tourism MEC Sihle Zikalala opened a case of hate speech, illegal operation and tax evasion against him.

Slade says that since then, his business hasn't been doing well.



 EWN Reporter
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#SodwanaBay WATCH Andre Slade tell me He is my king because I am black. CM

1:06 PM - Jun 29, 2016

17 17 2

He has filed an affidavit which he says he will submit to the KwaZulu High Court claiming that he has been treated unfairly by the South African government and media by being branded a racist.

Slade says he is unapologetic about his views that black people were created to be servants and that he supported the system of apartheid.

In the affidavit, which Eyewitness News has seen, Slade explains how hard life has been since the provincial government flagged his business as operating illegally.

PEM

He is now pleading poverty.



EWN Reporter
@ewnreporter

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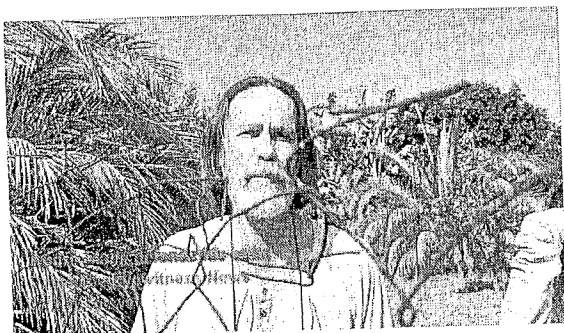
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"We're asking on our blog that people give us a little bit of a donation to help us get through this."

When asked if he is willing to receive donations from blacks, this was his response.

"I'm just saying that we are choosing to mix with our kind specifically, only. We're not saying we're discriminating against black people."

He still believes that the country's Constitution, which espouses non-racialism, is Satan's view.



(Edited by Zunaid Ismael)

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'Blacks are not people' - Sodwana Bay Guest House owner tells radio presenter

2016-06-24 07:58

Amanda Khoza, News24

Durban – A KwaZulu-Natal based radio presenter said she was reeling after interviewing Sodwana Bay Guest House owner, Andre Slade on Thursday afternoon.

"I knew that there was hatred but I did not know that someone could hate you so deeply because of the colour of your skin. It's shocking," said Vuma FM presenter Jacinta Ngobese, 28 - who is herself black - of her interview with Slade during her lunch time radio show, *The Brunch*.

Slade was interviewed during the show, which aired between 09:00 and 12:00 on Thursday.

Slade made headlines on Thursday after an e-mail he sent to a would-be visitor to Sodwana Bay Guest House in northern KwaZulu-Natal, went viral. The e-mail read, "Hi. We do not accommodate blacks or government officials any longer."

- Read more: KZN guesthouse: We do not accommodate blacks or government employees any longer

The e-mail was reportedly signed Enki Andre M Slade, with the postscript Proverbs 29:2, which read: "When the righteous are in authority, the people rejoice: but when the wicked beareth rule, the people mourn".

In the 19-minute radio interview, Ngobese called the guesthouse and asked to speak to Slade. The woman who answered asked her if she was from the media.

Ngobese said no.

When Slade answered the phone he realised that he was speaking to the media.

Ngobese asked Slade if she could book accommodation for next week and Slade responded by saying, "No you won't be able to because you are phoning about a statement I made last night and it is now world news."

"We have not had any phone calls for a long time and then in one day we have so many blacks phoning for accommodation."

'You are not homosapien'

Slade then asked Ngobese if she was black and she asked him why did the colour of her skin matter.

He responded by saying he was asking because the guesthouse did not accommodate black people.

When she asked him what was wrong with black people he said, "Well, we have to restore what is happening in the world right now and the hierarchy of the world is wrong at this point in time."

He said black people were servants and the Bible made it very clear.

When asked which Bible he was referring to, he said the King James Bible.



Andre Slade (Facebook)

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Slade told Ngobese that his Bible said he could not mix with another race. News24 | [PROPERTY](#) | [CAREERS](#) | [SHE](#)

"We do not have the same blood, skin, hair and there is about 300 differences between you and me," he said.

Slade said he had melanin because he was royal and Ngobese was short of it because she was an animal.

"You are classified in the Bible as an animal, you are not homosapien."

Slade said if Ngobese was intelligent, she should go and read the book (Bible).

"Most of the times that we get blacks walking through these doors, they bring prostitutes here and they fuck all night in their rooms and make me feel uncomfortable.

"They bring booze here and sit and get drunk and break things... And when my maid has left, they come to me and demand things. They ask me to clean their bedrooms..."

He said white people did not behave that way.

"I have never had this problem with white people," said Slade.

He said black people were "not people".

Saddened

The presenter then offered Slade an opportunity to spend a week with her and other black people but he referred her to a woman called Katalina.

Ngobese said afterwards, "I was saddened by how much hatred he has for black people. I feel like he needs help. He is oblivious to reality and he is clearly naïve about black people."

Ngobese said not all black people behaved the way Slade had described.

"I am traumatised by the interview. I would be interested, and hope others will join me, in teaching him about black people and what it feels like to be treated like nothing.

"Maybe then he will understand that he is wrong," she said.

KwaZulu-Natal Economic Development, Tourism and Environmental Affairs MEC Sihle Zikalala said he was investigating the matter.

Listen to the interview here:

Vuma 103 FM
The brunch with Jacinta Ngobese

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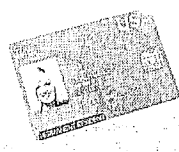
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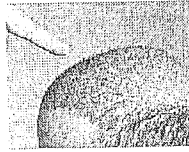
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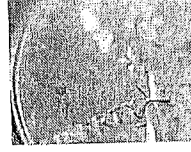


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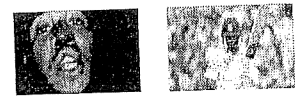
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4 minutes ago



THAT SODWANA BAY GUEST HOUSE OWNER STILL FREE AFTER KILLING UNARMED BURGLAR

André Slade says he doesn't feel bad about shooting and killing an unarmed burglar - who didn't pose a risk to him.



FILE: André Slade (left) Sodwana Bay Guest House owner. Picture: Clement Manyathela/EWN.

[André Slade \(http://ewn.co.za/Topic/Andre-Slade\)](http://ewn.co.za/Topic/Andre-Slade) [Sodwana Bay Guest House \(http://ewn.co.za/Topic/Sodwana-Bay-Guest-House\)](http://ewn.co.za/Topic/Sodwana-Bay-Guest-House)
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JOHANNESBURG - Racist Sodwana Bay Guest House owner [André Slade \(http://ewn.co.za/Topic/Andre-Slade\)](http://ewn.co.za/Topic/Andre-Slade), who branded black people as inferior to whites and refused to accommodate them, has still not been arrested despite admitting to shooting and killing an unarmed burglar at his house earlier in 2017.

Slade made headlines late in 2016 when he said he would never accommodate black people as he believed black and white people shouldn't mix.

KwaZulu-Natal Tourism MEC Sihle Zikalala opened a case of hate speech, [operating illegally \(http://ewn.co.za/2017/01/18/racist-sodwana-guest-house-owner-now-broke-asks-for-help\)](http://ewn.co.za/2017/01/18/racist-sodwana-guest-house-owner-now-broke-asks-for-help) and tax evasion against him.

"The community loves me for it and the community loves me for it - they congratulated me." Slade made the comments after the incident.

Slade says he doesn't feel bad about shooting and killing an unarmed burglar - who didn't pose a risk to him.

"He was in our house in the middle of the night, he was not supposed to be here and that's against the law."

He says the Bible will protect him.

"The Bible will protect me there because if you find someone in your house and you can shoot him, you don't have to feel bad about it."

Slade has still not been arrested and the police say now that the investigation has been completed, it's up to the National Prosecuting Authority to decide whether to prosecute him or not.

(Edited by Winnie Theletsane)

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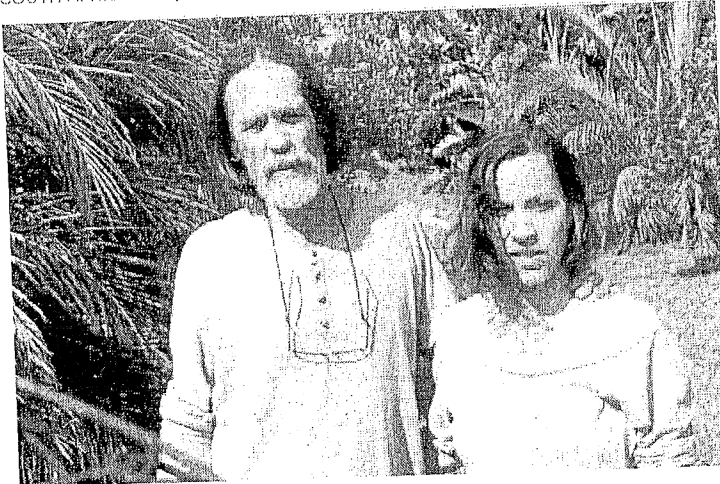
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Controversial Sodwana guest house owner faces hefty fine

SOUTH AFRICA Friday 2 June 2017 - 5:56am



File: Andre Slade believes white and black people shouldn't mix. Photo: eNCA



SODWANA BAY - The owner of a guest house in Sodwana Bay in KwaZulu-Natal is facing a hefty fine for controversial remarks he made last year.

Andre Slade made headlines when it emerged black people were not welcome at his Sodwana Bay Guest House.

Slade believes white and black people shouldn't mix. But he denies being a racist.

VIDEO: Guest house owner explains difference between races

The KZN Tourism Department and Isimangaliso Wetland Park have taken him to the Equality Court.

They are demanding an apology and want his comments classified as hate speech.

The matter will be heard later this month.

If found guilty, Slade could be slapped with a R50,000 fine.

eNCA

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30 June 2016

A Sodwana Bay guest house owner faces criminal charges after refusing to accept black guests.



VIDEO: Guest house owner explains difference between races

29 June 2016

When being interviewed by journalists, Sodwana Bay guest house owner Andre Slade shocked journalists when he explained what distinguished the two races.

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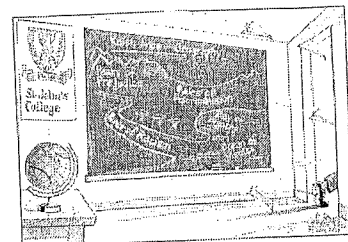


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CASE NO - E/C-01/2017
DATE - 13 FEBRUARY 2018
APPLICANT 1 - ISIMANGALISO WETLAND PARK
APPLICANT 2 - DEPARTMENT OF TOURISM
5 RESPONDENT 1 : SODWANA BAY GUEST HOUSE
RESPONDENT 2 : ENKI ANDRE SLADE

JUDGMENT

13 FEBRUARY 2018

COURT This matter was brought before the Equality Court on a
10 complaint arising out of certain remarks made by the Second
Respondent which the applicants contend are in contravention of
sections 9 and 10 of the Constitution as it relates to Equality and
Human Dignity and sections 6,7 and 10 of The Promotion of Equality
and the Prevention of Unfair Discrimination Act 4 of 2000. (To which I
15 will refer to as the Equality Act) as it relates to:-

1. Prevention and General Prohibition of unfair Discrimination.
2. Prohibition of unfair discrimination on grounds of Race.
3. Prohibition of Hate Speech.

20 The Second Respondent elected to represent himself whilst
the two applicants were assisted by the Human Rights Commission
acting in terms of section 20 (1) (f) of the Equality Act.
Miss Paveshree Padayachee and Miss Thandeka Magwenyane
represented the Human Rights Commission. The court is indebted to
both of them for their in-depth contribution in this matter and for
25 especially referring the court to the appropriate authorities.


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The offending remarks or comments complained of are the following:-

That on about the 23 June 2016 the Second Respondent who was the owner of a Guest House, sent out the following email
5 communication.

"We do not accommodate blacks or government employees any longer."

"Sodwana Bay Guest House, Enki Andre M Slade, The Book of Revelation 10..."

10 Subsequent to that he said the following:

1. We work according to Gods law and according to Gods law, we have to have some sort of segregation between the creation that he left here "the law you have in South Africa is Satan's law".
2. "Black people were servants and the Bible made it very clear is
15 Bible said he could not mix with another race"
3. "We do not have the same blood, skin, hair and there are about 300 differences between you and me"
4. "you are classified in the Bible as an animal, you are not homosapien"
- 20 5. "Black people were not people"

The First Applicant, Isimangaliso Wetland Park, is a protected area along the East coast of KZN Province, and is registered as a Schedule 3A Public Entity in terms of the Public Management Act 1 of 1999. To the north of the Wetland Park is Sodwana Bay and where
25 the second respondent had his lodge under the name of Sodwana Bay



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Guest House. Sodwana Bay falls under the jurisdiction of this court and thus the matter before this court.

Section 20 (1) of The Equality Act provides that:

(1) Proceedings under this act may be instituted by-

- 5 a) Any person acting in their own interest;
- b) Any person acting on behalf of another person who cannot act in their own name;
- c) Any person acting as a member of, or in the interest of, a group or class of persons;
- 10 d) Any person acting in the public interest;
- e) Any association acting in the interest of its members;
- f) The South African Human Rights Commission or the Commission for Gender Equality."

15 Isimangaliso Wetland Park is acting in the public interest because it had received telephonic enquiries from concerned members of the public enquiring as to whether the said park had any affiliation to the first and second respondents.

20 The 2nd Applicant is the Department of Tourism. In terms of Section 47 (d), of the Tourism Act of 2014, The Tourism Complaints Officer has a duty to refer a complaint to the Equality court if a complaint alleges unfair discrimination against a tourist.

I am therefore satisfied that both the applicants have the requisite *locus standi* to institute the present proceedings.

25 The First Respondent is Sodwana Bay Guest House which operated as a guesthouse situated at Sodwana Bay Main Road,



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Emoyeni. This business was situated within 5km of Isimangaliso Wetland Park (the first respondent).

The Second Respondent is 55 years old Mr Enki Andre M. Slade to whom I shall refer to as Mr. Slade. He was the owner of
5 the Guest House in question.

Mr Andre Zaloumis was the first witness called to certify on behalf of the First applicant.

He was the former CEO of Isimangaliso Wetland Park. He resigned in September 2017.

10 When the offending remarks were brought to his attention he was shocked and hurt by his racist remarks. He told the court that close to 99.9% of Blacks lived in Sodwana Bay and those remarks were extremely hurtful to the Blacks. The public were also outraged by the comments and that the comments received worldwide coverage.

15 People were enquiring from him whether the first applicant had any affiliation to the first and second respondents.

He thus approached the Human Rights Commission and requested that they institute an Equality Court Application against the Respondents on its behalf.

20 Mirriam Mmaditlonki Setwaba testified on behalf of the second respondent. She is the Chief Director of the Department of Tourism. She has been designated as the Tourism Complaints Officer by the Minister of Tourism. In terms of Section 47 (d) of the Tourism Act 3 of 2014, she has a
25 duty to refer the matter to the Equality Court if the complainant alleges unfair discrimination against a tourist.


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She was very emotional when she testified and one could feel the pain and the hurt that she felt by the offending remarks. She felt that she was a "nobody" when the second respondent regarded Blacks not as humans but as animals.

5 She said that Tourism brought divers community together and that blacks and whites in her office worked in harmony.

That was very briefly her evidence and that concluded the applicant's case.

The second respondent, Mr Slade, elected to testify.

10 His opposing affidavit was also admitted as evidence into court.

He did not deny the allegations against him and he considered the attack against him as being unjustified.

15 He told the Court that his biblical name is Yahshuah and he is "the son of God" He adds the title Enki before his name, which means Master of the Lord of Earth. His defence to the offending remarks was the Consitution and His Bible the Tora.

He made reference to certain provisions of the Constitution to justify his remarks and comment viz.

1. Right to association
- 20 2. Right to practise his belief
3. Right to privacy
4. Right to speak freely
5. Right to practise his tradition

25 The sudden decision is not allowing Blacks to his lodge was as a result of intense research that he undertook regarding humanity. He



P.C.M.

wrote three books regarding Humanity and how it works. He regarded these books of Truth. Only his third book which was titled "Where to from here, Cognition" was he surprised to learn that Blacks were in fact not Homo sapiens i.e. they were not regarded as people but
5 animals.

He did a layout as to how The Bible, Humanity and The Planets work. He published all these information in these books and is standing by what he published.

He recognizes the Constitution of South Africa but he
10 considers it subordinate to his Bible which is the Tora. The real law is God's law. He has no respect for the Constitution if it is not in line with the Bible.

He considers The Constitution of South Africa as being racist because it only addresses human beings. Blacks are regarded as
15 animals and Constitution makes no provision for animals. He considers the Constitution as Satan's Law.

His response to his comments that "black people were servants and the Bible made it very clear"

This he justifies by saying that the above quotes were found in
20 1611 King James Bible Version. He also makes reference to Jeremiah 27:6 and refers to the following quote

"and the beasts of the field I have given him also to serve him."

The references to beasts according to him are the Blacks.

25 Reference is also made to Genesis 1:26 in which he says God


P.M.

gave Man dominion over Earth. He argues that this man spoken of is Homo sapiens. They are the servants of God, and Blacks are servants of man.

5 In South Africa he says that the Blacks call Whites "*Mulungu*", which is a common name of the creator deity the number of Bantu languages and cultures over East and Central Africa. One can therefore conclude that Whites representation as Gods have been preserved in African culture.

As for not mixing with another race, he justifies this as follows.

10 He refers to Exodus 20:12 I quote

"Honour your father and your mother, that your days may be long upon the land which the Lord your God is giving you."

He interprets this quotes as "keeping the family lines pure".

15 When asked to give an example of "unpure in breeding" he used President Jacob Zuma as an example and says that he is not pure because he has white blood, pink inside, his lips are black and his nose is black just like an animal.

20 From his research it was found that all of humanity had preference for their own kind and that the Natural Law as published in the Bible prevented the races from mingling. I quote

"we strive for children who look like us and for a family who fit in our way of thinking and upbringing".

25 To illustrate his point regarding the mixing of races he draws a distinction between a Zebra and a Horse. He says by calling a black



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person a man is like calling a Zebra Horse. They may look the same, but one is a wild animal and the other is domestic. The Zebra is a domestic animal. It has white patches, pink skin with human genetics. Horses on the other hand are wild. They have plain black skin, from brown to dark black. These two kinds naturally do not mix.

In response to his comments:

'We do not have the same blood, skin, hair and there are about 300 differences between you and me'.

Here he refers to a research done by a certain American Professor regarding the various physical features and differences between Blacks and Whites such as, amongst others, head shape, physical maturity at birth, brain formation, etc. He also referred to another research that was done whereby it was found that the brain weight and size is the greatest in Whites, with oriental second, Blacks third and Australian aborigines last.

He also draws a distinction between a man and a beast. Man has white skin and brown eyes.

Beasts, references to Blacks have intellectual restrictions. They do not have the same thinking power as whites.

The conclusion arrived, according to him, is that Blacks are less intelligent than whites.

He goes on further to say the following:

1. Blacks are not people. People are human beings.

2. Blacks have lower IQ than Whites and are therefore less intelligent than whites. (according to research). They are

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therefore inferior to whites.

3. Whites are civilized. Blacks are still growing towards civilization.

4. White are children of God but not Blacks.

5 5. Whites have been Blacks guardian and have taught them well, but Blacks can never be better than their master.

6. Going back to history the only thing that connected Blacks to civilization is domestic animals.

10 7. That when the Boer met the Zulu tribe in Natal, they did not encounter any civil society. Their brain power was limited and they did not colonise and develop cities as Europeans did.

8. Their limited intellectual level is further evidenced by the fact that after 22 years, most of the Blacks are employed as drivers and office assistants.

15 9. That the further proof of animal behaviour amongst Blacks is the rate of procreation. Their birth rate is not controlled and that Blacks are responsible for the large scale of murder and rape in the country especially on White farmers, old people and even on foreign Blacks.

20 He had the following to say regarding the Dignity of Blacks being impaired by his racists' comments:-

1. That the ANC Government and its leaders are responsible for impairing the dignity of the Blacks because the government has reduced the once flourishing economy of South Africa to that

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2. That through Black Economic Empowerment (B.E.E) white men in South Africa are victims of unfair discrimination based on colour and thus their dignity is not respected. So it's based on unfair discrimination.
- 5 3. The fact that no Black President has the backbone to slow down his tribe's rate of procreation is a display of disrespect towards their own kind and towards whites as well.
4. That when the KZN, MEC Mr. Sihle Zikalala and others branded him and his girlfriend as racists, they did not consider their dignity. He accuses Mr. Zikalala of publically defaming their character.
- 10

In response to section 6 of the Constitution which deals with Equality he says the following:

15 "That equality between man and beast is impossible and therefore section 9 of the Constitution is in contrast to human dignity and Gods hierarchy. "

"We are not all the same as we are led to believe".

"We are proven superior intellectually". "In a world where everyone is equal, there can be no growth".

20 That was a summary of the evidence of the second respondent Mr Slade.

In order to justify and add credence to his research and findings, he called his girlfriend to testify and support his research and findings. Her name is Katrina Krizaniova. She refers to herself as a purebred white African woman married to a purebred white man

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according to Hebrew Law or Bible. They refer to each other as husband and wife although they are not married. She introduced herself by the Biblical name IMMAYAHI, meaning the "Holy Spirit". She told the court that she is the Bride of the Son of God, The Son of
5 God being the second respondent Mr.Slade.

She is a foreigner. She met Mr.Slade at a sporting event on 1 November 2012. Emanating from their conversation they found that they had a lot in common and she decided to live with him. She had the opportunity of reading three of his books that he had written and
10 found that the first two books made no mention of one race being more superior to the other. It was only when Mr.Slade wrote the third book that he discovered and to his surprise, that Blacks were in fact not people. Based on his findings that Black people were not people but animal, she influenced him not to allow Blacks any longer into the
15 Guest House. Initially he was not keen with her suggestions but she persuaded him and he gave in.

She goes on to say that Blacks don't have the same concept of hygiene as Whites and gave an example that they don't flush the toilet. That they have the lowest level of intelligence and fall on the
20 bottom level of the pyramid.

She agreed to everything that Mr Slade had to say about the Blacks and hold the same views as him about Blacks. That was very briefly her evidence.

Mr.Slade also called his domestic worker for character
25 reference. Her name is Sindile Mthiyane. (She found herself in a


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catch 22 situation) when asked as to how she viewed the comments made by her boss regarding Blacks. She said that she felt very hurt by his comments and was not happy that Blacks were no longer allowed to come to the Lodge.

5 That concluded all the evidence before the court.

Section 3 (3) of the Equality Act provides that the complaint lodged must not be interpreted in isolation but must be interpreted in its historical context, taking into account the purpose of the Act and thus giving effect to the Constitution.

10 I now turn to the provisions of the Constitution and the Equality Act relied upon by the applicants.

Section 9 of Constitution guarantees equality before the law and freedom from discrimination to the people of South Africa and which is based amongst others on race, the colour of a person's skin,
15 ethnic or social origin.

Human dignity, freedom and equality, are the foundation values of our society. The right dignity is reiterated as a founding value of our democratic state in section 1 of the Constitution, alongside equality, freedom and non-racialism.

20 I refer to an extract from the 2nd edition of volume 3 of the Constitutional Law of South Africa by Catherine Albertyn and Beth Goldblatt, Chapter 35 page 3.

25 "The meaning of equality in any jurisdiction is influenced by the historical, socio political and legal conditions of the society concerned. An important point



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of understanding equality in South Africa is the nature of equalities that have characterised the past and still haunt its present. For centuries that past was defined by the extensive and systematic exclusion and subordination of black people in all aspects of political, social and economic life. Under colonialism and apartheid, the colour of one's skin determined whether one could vote or access quality education, where one could own land or live, the services and amenities one could enjoy, and the nature and availability of economic opportunities. These systems produced and reinforced racially-based inequalities that became part of the structure of economic and social relations. Deep-seated racial prejudices and racial disparities in education, health status, income and employment, access to land and housing persists to this day".

In the Canadian case of Egan vs Canada the judge analysed the purpose of the Canadian right to equality as follows.

"Equality, as that concept is enshrined as a fundamental right....means nothing if it does not represent a commitment to recognising each other's personal worth as a human being, regardless of individual differences. Equality means that our society cannot tolerate them, that treat them as less capable for no good reason, or that otherwise offend



fundamental human dignity”.

Section 10 of the Constitution- Human Dignity

5 Everyone has inherent dignity and the right to have their dignity respected and protected. The Right to Dignity is reiterated as a founding value of our democratic state in section 1 of the Constitution, alongside equality, freedom and non-racialism.

Human Dignity is mentioned in sections 1,7,10,36 and 39 of the Constitution. The Right to Dignity is a non-derogable right and that the right to life is protected in its entirety.

10 In S vs Makwanyane and Another(1995) ZACC 3 paragraph 329 Judge O' Regan said. "Respect for the dignity of all human beings is particularly important in South Africa. For Apartheid was a denial of a common humanity. Black people were refused respect and dignity and thereby the dignities of all South Africans were diminished.

15 The New Constitution rejects the past and affirms the equal worth of all South Africans. Thus recognition and protection of human dignity is the cornerstone of the new political order and is fundamental to the New Constitution."

20 Alongside the right to life in section 11 of the Constitution, the right to human dignity has been described by the Constitutional Court as the most important of all human dignity and the source of all other personal right.

Dignity is explicitly protected by article 1 of The Universal Declaration of Human Rights of 1948 which states as follows:-

25 "All humans are born free and equal in dignity and

rights. They are endowed with reasons and conscience and should act towards one and other in a spirit of brotherhood”.

Human dignity is also protected by article 5 of the African Charter on Human and Peoples rights which states as follows:-

“Every individual shall have the right to the respect of the dignity inherent in a human being and to the recognition of his legal status”.

Section 9 (4) of the Constitution gave birth to The Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000.

One of the important objects of the Equality Act is to give effect to the letter and spirit of the Constitution, in particular, the prevention of unfair discrimination and the protection of human dignity as contemplated in sections 9 and 10 of the Constitution, and the prohibition of advocacy of hatred, based on race, ethnicity, gender, or religion, that constitutes incitement to cause harm as contemplated in section 16 (2) (c) of the Constitution.

One of the provisions to the preamble is that:-

“Although significant progress has been made in the restructuring and transforming our society and its institutions, systematic inequalities and unfair discrimination remain deeply embedded in social structures, practices and attitudes, undermining the aspirations of our constitutional democracy.”

The Act endeavours to facilitate the transition to a democratic



society, united in its diversity, marked by human relation that are caring and compassionate, and guided by the principles of equality, fairness, equity, social progress, justice, human dignity and freedom.

5 Section 6 of the Equality Act provides that neither the state nor any person may unfairly discriminate against any person whilst Section 7 provides that no person may unfairly discriminate against any person on the ground of race, including:-

- 10 a) The dissemination of any propaganda or idea, which propounds the racial superiority or inferiority of any person, including the incitement to, or participation in , any form or racial violence.
- b) The engagement in any activity which is intended to promote, or has the effect of promoting exclusivity, based on race.

15 Section 10 of the Equality Act deals with Hate Speech and which provides that no person may publish, propagate, advocate, or communicate words based on one or more of the prohibited grounds which has the intention to:-

- a) Be hurtful
 - b) Be harmful or to incite harm
 - c) Promote or propagate hatred
- 20 Amongst the prohibited grounds mentioned in section 10 (1) are race, ethnic or social origin, religion, conscience, belief, culture, birth etc.

Article 4 of The Convention on The Elimination of All Forms of Racial Discrimination of 1965 describes hate speech as the following:-

25 Any speech, gesture, or conduct, writing or display which is



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forbidden because it may incite violence or prejudicial action against or by a protected individual or group or because it disparages or intimidates a protected individual or group.

Now the issue before this court is whether the second
5 respondent's comments or remarks constitute:

- (a) Unfair discrimination on the grounds of race as defined in terms of section 9 of the Constitution and section 6 and 7 of The Equality Act;
- (b) Hate speech as defined in section 10 of The Equality Act;
- 10 (c) Impairment to the dignity of Blacks in terms of section 10 of The Constitution.

It is correct that Mr. Slade is protected by section 16(1)(b) of the Constitution to express himself freely. However if such freedom of expression incites violence or hatred, and is based on, amongst
15 others, race and religion, and which incites harm, then he is deprived of the protection offered by section 16(1). Section 16(2)(b) and (c) will offer the resistance to such freedom of expression.

Remarks such as:

- ...Blacks are not regarded as human beings but animals
- 20 ...they are uncivilized
- ...Blacks were servants
- ...Whites are children of God but not Blacks
- ...their birth rate is uncontrollable and that they are responsible for high rate of crime such as rape and murder of white farmer's, amounts
25 to Hate Speech in terms of section 10 of the Equality Act.



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Stir up emotions of hatred between blacks and Whites and are catalysts for the incitement of violence not only towards him but also towards innocent whites amongst whom, are those who fought for freedom which we so clearly enjoy today.

5 He went to great lengths to justify his discrimination against the Blacks by comparing the many physical characteristics and attributes that exists between the brain size, cubic capacity of the brain, blood type, bone density, different bodily features etc. The conclusion reached is that a black person has limited mental intellect.

10 In the Minister of Home Affairs and Another vs Marie A Fourie and Others 2005 ZACC the judge said the following:

15 *"The acknowledgment and acceptance difference is particularly important in our country where for centuries group membership based on supposed biological characteristics such as skin colour has been the express basis of advantage and disadvantages. South Africans come in all shapes and sizes. The development of an active rather than a purely formal sense of enjoying a common citizenship depends on*

20 *recognising and accepting people with all their differences, as they are. The Constitution thus acknowledges the variability of human beings (genetic and socio-cultural), affirms the rights to be different, and celebrates the diversity of the nation".*

25 I also refer to the Declaration of Race and Racial Prejudice



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which was adopted and proclaimed by the General Conference of the United Nations Educational, Scientific and Cultural Organisation at its twentieth session, on 27 November 1978.

Article 1

- 5 1.1 All human beings belong to a single species and are descended from a common stock. They are born equal in dignity and rights and form part of humanity.
- 1.2 All people of the world possess equal facilities for attaining the highest level in intellectual, social, economic, cultural, and political development.
- 10 1.3 The difference between the achievements of the different people is entirely attributable to geographical, historical, political, economic, social, and cultural factors. Such differences can in no case serve as pretext for any rank-
- 15 ordered classification of nations of peoples.

Article 2.1

Any theory which involves the claim that racial or ethnic groups are inherently superior or inferior, thus implying that some would be entitled to dominate or eliminate others, presumed to be inferior or which bases value judgments on racial differentiation, has no scientific foundation and is contrary to the moral and ethical principles of humanity.

20

Mr. Slade did not provide this court with any scientific evidence to authenticate or to back up his research other than to refer this court to certain verses of his Bible or Tora which he interpreted to suit his

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dogma. This is contrary to the moral and ethical principles of humanity.

By not regarding Blacks as human beings but as animals, he strips them bare of their dignity and reduces them to an inanimate object without any rights whatsoever. These remarks or comments are offensive and deeply demeaning and dehumanising to the Blacks.

These comments which are directed towards Blacks only incite both violence and hatred and falls outside the protection of the Constitution and are a contravention of Section 10 of the Equality Act as it relates to Hate Speech.

In *S vs Makwanya and Another* (1995) ZACC 3 paragraph 329 Judge O'Regan said:

"Respect for the dignity of all human beings is particularly important in South Africa. For apartheid was a denial of a common humanity. Black people were refused respect and dignity and thereby the dignity of all South Africans was diminished. The new Constitution rejects the past and affirms the equal worth of South Africans. Thus the recognition and protection of human dignity is the cornerstone of the new political order and is fundamental to the new constitution".

Alongside the right to life in section 11 of the Constitution, the right to human dignity has been described by the Constitutional Court as the most important of all human rights and the source of all other personal rights.



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His remarks are thus in contravention of section 10 of the Constitution as it relates to Human Dignity and also of section 7(a) of the Equality Act which provides as follows:

5 *"No person may unfairly discriminate against any person on the ground of race, including the dissemination of any propaganda or idea, which propounds the racial superiority or inferiority of any person..."*

Now coming to his comments:

10 *"We do not accommodate blacks or government employees any longer"*

The words Blacks needs no further interpretation as Mr. Slade excludes Indians and Coloureds from the definition. By excluding a particular race group of accommodation at his Lodge flies in the face of Section 9 of the Constitution and sections 6 and 7 of the Equality Act.

20 Section 9 of the Constitution emphasis that everyone is equal before the law and which includes the full and equal enjoyment of all rights and freedom, and thus the freedom to seek and enjoy accommodation and not being hindered by the colour of one's skin.

By excluding Blacks only whilst allowing the other race groups the right to accommodation is outrageously discriminatory in terms of section 9(4) of the Constitution as it amounts to discrimination based on race. The discrimination constitutes a serious impairment of the much fundamental human dignity of blacks in terms of Section 10 of


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the Constitution and thus also stirring up emotions of hatred between the Blacks and other race groups who are allowed unrestricted access to his lodge. Mr. Slade also uses his Bible which he calls the Tora as a justification or defence to the remarks made by him. He says that
5 the Tora is the real and most superior law and the Constitution is subordinate to it.

Section 2 of the Constitution provides that:

The Constitution is the supreme law of the Republic, law or conduct inconsistent with it is invalid, and the obligations imposed by it must
10 be fulfilled.

Section 5 of The Equality Act provides that:

1. The Act binds the State and all people.
2. In the event of there being any conflict between a matter dealt
by Equality Court and the provisions of any other law, other than
15 the Constitution, the provisions of the Act must prevail.

The Bible or The Tora that Mr. Slade refers to have no application in our law and is not recognized as such. He therefore cannot use the Bible or the Tora to justify his views as these are only held by himself and his girlfriend.

20 In Minister of Home Affairs and another vs Marie A Fourie and others 2005 ZACC at paragraph 113 page 71 the court held that,

“however strongly and sincerely held the religious beliefs, these beliefs cannot through the medium of state law be imposed upon the whole of society in a way that denies the fundamental rights of those
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negatively affected”.

Whilst one is entitled to his or her beliefs, he or she cannot use his or her beliefs to violate the rights of any other person.

The court further held that “In an open and democratic society
5 contemplated by the Constitution there must be mutually respectful co-
existence between the secular and sacred there must be no prejudice
to basic rights”.

Given the value and the importance that the Constitution
places on the right to equality, the rights to religion and freedom of
10 association cannot override the right to equality of any person.
Mr Slade is therefore entitled to his beliefs in terms of section 15(1) of
the Constitution; he may however not use his beliefs to discriminate
against the Blacks.

In Hoffman v SAA 2001(1) SA 1 (CC) the court cautioned that,
15 “prejudice can never justify unfair discrimination” given that South
Africa has emerged from institutionalised prejudice. Our constitutional
democracy is categorised by respect for human dignity for all human
beings and in our democracy prejudice and stereotyping have no
place.

20 This implies that prejudice which is formed by sincerely held
religious beliefs and ideology cannot justify any form of discrimination.
Therefore enforcing or protecting prejudice could never be a legitimate
purpose for unfairly discriminating against anyone based on their race.
I think at this stage we will take a short adjournment, we may proceed
25 at start 10:15 to 10:45, court adjourns.



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COURT ADJOURNSON RESUMPTION

I refer to the remarks made by the late Justice Mahomed in
5 Azapo vs President of the RSA (1996) ZACC and Others 16; 1996(8)
BCLR 1015;1996(4) SA.

10 "By adopting the Constitution the nation signalled its
commitment to reconciliation and national unity, and its
realization that many of the unjust consequences of the
past can never be fully reversed but it would be
nevertheless be necessary to 'close the book' on the
past."

Now Mr.Slade has not fulfilled his obligations in terms of the Constitution viz.
the right to equality and the right to human dignity. He is still living in the pre-
15 constitution era and has not 'closed the book on the past'.

He has no respect for the constitution and regards it as Satan's
law.

20 He has totally demoralized the black community by his ill-
considered remarks. He has trampled on their 'sacred' dignity without
for a moment considering the consequences therefore. His total
disrespect for the Blacks is also evidenced by the fact that he simply
refers to them as the "Black Kind".

The Blacks in this country, who despite having been treated as less
than second class citizens or as a pariah in their own country were still
25 prepared to reach out their hand in a spirit of reconciliation and forgiveness,


P.M.

after the dawn of democracy, only to have it bitten by the likes of Mr. Slade with no sense of reciprocation and forgiveness.

I agree that the Respondents practices, beliefs, comment and conduct are all inconsistent with the vision that our Constitution seeks to achieve because they are based on racial segregation and is demeaning and oppressive towards the Blacks.

I am therefore satisfied that the applicants have made out a *prima facie* case against the second respondent. He has failed to discharge the onus resting on him to show, that by excluding only Blacks from his lodge, his actions were fair. He has also failed to show that the derogatory remarks or comments made about Blacks were fair.

I therefore make a finding that the Second respondents conduct and or comments amount to:-

- a) Unfair discrimination on the ground of race as defined in terms of section 9 of the Constitution and sections 6 and 7 of The Equality Act;
- b) Hate speech as defined in Section 10 of the Act;
- c) Impairment to the Human Dignity of Blacks and Government Employees in terms of Section 10 of the Constitution.

Now before coming to the question of awards in terms of section 21(2) of the Equality Act, I wish to place the following on record.

Mr.Slade has shown no remorse or any regrets by his racist remarks. He has become so imbibed in his religious beliefs that he



P.M.

does not feel that he has said or done anything wrong. He was cool, collected and confident when he gave his evidence and did not blink an eyelid whilst we were glued to our seat.

5 He came to Sodwana Bay in 1986 and enjoyed a good relationship with the Blacks. His attitudes towards Blacks started changing when he met his girlfriend Katarina in 2010. They refer to each other as husband and wife. One can say they are a couple made in heaven as both sing from the same hymn sheet regarding their views on Blacks. She co-authored Mr. Slade's third book named
10 'Where to from here, Cognition' the contents of which are discriminatory and demeaning to the blacks.

She played a major role in feeding Mr. Slade with the fertilizer necessary to grow and sustain his religious belief to the detriment of the Blacks.

15 She is the one who influenced him in preventing Blacks from coming to the lodge. Mr. Slade initially resisted but she insisted and he gave in.

She took it upon herself to make herself part of the proceeding by submitting an opposing affidavit and referring to herself as the First
20 Respondent. Her affidavit speaks the same language as Mr. Slade's. I am surprised that the Human Rights Commission on reading her affidavit did not join her to the proceedings. Even when in court she played an active part in assisting Mr. Slade find his feet. She wanted to represent him.

25 When the court adjourned for the day she came into my



P-E-M

chambers upset by the fact that she was not given an opportunity to present her closing arguments. She felt that there was no justice because she was not given this opportunity. In consultation with representatives from Human Rights Commission we went back into court just to give her this opportunity to hear what she had to say and for what it was worth.

Had Katarina not come into Mr.Slade's life, then I don't think Mr.Slade would have been appearing before this court.

The Applicants seek amongst other an order for an unconditional apology in terms of section 21(2)(j) of the Equality Court.

The Applicants will agree and the representatives that it will be futile to ask Mr.Slade for an apology as he went to great lengths to justify his comments and he does not believe what he said was wrong and had shown no remorse whatsoever.

The Applicants also seek an order that Mr Slade pays an amount of R50 000.00 to Mpilonhle, a non-profitable organisation based in Mtubatuba. In fact I am surprised that such paltry amount is asked for in view of the extreme racist's views that Mr Slade hold of Blacks. I would have awarded an amount of between R150 000 to R200 000 as damages but I am confined to the amount that the applicants ask for.

I accordingly make the following order in terms of section 21 (2) of the Equality Act:

1. In terms of section 21(2) (e) of the Equality Act, I order that Mr



P.M.

5 Slade to pay an amount of R50 000 as damages in the form of an award to Mpilehile, a non-profitable organisation based at Mtubatuba, which is dedicated to identifying and implementing innovative solutions for the health and social problems faced by the youth of South Africa. The amount is payable within 60 days from the date hereof. The Clerk of the Court to provide Mr.Slade with the necessary particulars regarding the Organisation.

10 2. In terms of section 21(2) you are ordered to remove all materials from your website which are discriminatory and demeaning to Blacks and which has racial undertones as they are open to the public domain and have the potential of propagating further discrimination and hurt.

15 3. You are also ordered to stop distributing or publishing any material which discriminates, incites hatred, demeans, embarrass, and humiliates Blacks in general.

You are accordingly ordered to stop distribution and further publication of your book titled 'Where to from here, Cognition' as its content contravenes the provisions of section 12 of the Equality Act as certain Chapters of the book discriminates against Blacks.

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4. The publisher of this book viz.Zlibls[?] ordered not to publish or distribute the said book in South Africa. The Clerk of the Court is to serve the copy of the court order on the Publisher.

25 5. I also direct the Film and publication Board of South Africa to



monitor the publication, distribution and possession of the book:-

"Where to" from here, Cognition", thus ensuring that the does not surface within the borders of South Africa. The Clerk of the Court to serve a copy of this order on the said Board.

5

In terms of Section 23(5)(a) of the Equality Act the proceedings in this matter will be sent on review to the Durban High Court within 7 days. If parties to these proceedings wish to submit any written statements or arguments for the attention of the Judge must do so within 5 days from today and must be submitted or handed to The Clerk of The Court at Ubombo.

10

Mr.Slade, please stand up if you wish to appeal any of my findings then you may do so by delivering a Notice of Appeal within 14 days from today to the Clerk of the Court and The Human Rights Commission.

The Notice of Appeal must:-

15

a) Be in writing;

b) State whether the whole or only specific part of the order is being appealed against;

c) Set out fully the finding of fact or the ruling of law appealed against; and

20

d) Where appropriate, set out the order or orders or part thereof against which the appeal is founded.

You may also, subject to the rules of the Constitute Court, appeal directly to the Constitutional Court. Understand.

COURT ADJOURNS

25



PLM

IN THE MAGISTRATE'S COURT
FOR THE DISTRICT OF UBOMBO

HELD AT UBOMBO

CASE NO : E/C-01/2017

DATE : 13 FEBRUARY 2018

BEFORE : [NOT RECORDED]

APPLICANT 1 : ISIMANGALISO WETLAND PARK

APPLICANT 2 : DEPARTMENT OF TOURISM

RESPONDENT 1 : SODWANA BAY GUESTHOUSE

RESPONDENT 2 : ENKI ANDRE SLADE

ON BEHALF OF APPLICANTS : MS P PADAYACHEE
MS T MAGWENYANE

ON BEHALF OF RESPONDENTS : MR A SLADE

VOLUME TWO [2]
[Pages 138 - 166]

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P.L.M.

CERTIFICATE OF VERACITY

This is, to the best abilities of the transcriber, a true and correct transcript of the proceedings, where audible, recorded by means of a mechanical recorder in the matter:

ISIMANGALISO WETLAND PARK and DEPT. OF TOURISM
v
SODWANA BAY GUESTHOUSE AND ENKI ANDRE SLADE

CASE NO	:	E/C-01/2017
COURT OF ORIGIN	:	UBOMBO
TRANSCRIBER	:	MRS J PILLAY
DATE COMPLETED	:	12 MARCH 2018
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