IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

In the matter between:

Case No.: 2019/89168/19

ROAD ACCIDENT FUND **APPLICANT**

and

SHERIFF, CENTURION EAST **FIRST RESPONDENT**

ABSA BANK LIMITED **SECOND RESPONDENT**

NOTICE OF MOTION

PART A

BE PLEASED TO TAKE NOTICE THAT application will be made on behalf of the abovementioned applicant on the ~~**29th November**~~ 03rd December **2019** at 10h00 or soon thereafter as counsel for the applicant may be heard for an order in the following terms:

1 Dispensing with the manner of service and time frames provided for in the Uniform Rules of Court and disposing of this application on an urgent basis in terms of Rule 6(12)(a).

2 Pending the final determination of Part B of this application:

2.1 suspending the applicant's obligation to pay the amounts listed in Annexure FA1 to the applicant's founding pursuant to writs of attachment served upon the second respondent by the first respondent, which writs of attachment are attached to the applicant's founding affidavit as Annexure FA2;

2.2 uplifting the attachment of the applicant's bank account numbers: 4093196109; 4093196167; 4093196206; 0020000422; 0020560363; 4093196159; 4093196183; and 4093196191 held with the second respondent.

3 That the costs of Part A of this application be reserved for determination in Part B of this application.

4 That the applicant be granted such further or alternative relief as the Court may deem appropriate.

TAKE NOTICE THAT the affidavit of **Collins Phutjane Letsoalo** will be used in support of this application.

TAKE NOTICE FURTHER THAT if you intend to oppose the relief which is sought in Part A of this application, you are required to file your answering affidavit by no later than 16h00 on the ~~28th~~ 27th November 2019.

TAKE NOTICE FURTHER THAT if no answering affidavit is delivered at the abovementioned time, the application will proceed on an unopposed basis at 10h00 on ~~28th~~ 27th November 2019 or soon thereafter as counsel for the applicant may be heard.

PART B

BE PLEASED TO TAKE NOTICE THAT application will be made on behalf of the abovementioned applicant on a date and time to be determined by the Deputy Judge President for an order in the following terms:

5 Extending the time period within which the applicant shall pay the amounts listed in Annexure FA1 to the applicant's founding pursuant to writs of attachment served upon the second respondent by the first respondent, which writs of attachment are attached to the applicant's founding affidavit as Annexure FA2.

6 Directing the applicant to pay the aforesaid amounts by no later than 29 February 2020.

7 Declaring that the reasonable time period within which the applicant shall comply with payment orders to compensate victims of road accidents is a period of not less than 180 days from the date on which the order is served upon the applicant.

8 That the costs of this application shall be paid by a respondent opposing it.

9 That the applicant be granted such further or alternative relief as the Court may deem appropriate.

TAKE NOTICE THAT the affidavit of **Collins Phutjane Letsoalo** will be used in support of this application.

TAKE NOTICE FURTHER THAT if you intend to oppose the relief which is sought in Part B of this application, you are required to file your answering affidavit within fifteen days from the date on which this application served upon you.

TAKE NOTICE FURTHER THAT if no answering affidavit is delivered within the time period stated above, Part B of this application will proceed on a date to be determined by the Deputy Judge President without any further notice to you.

Dated at Johannesburg on this the **28th** day of **November 2019**

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Tel: (011) 616-0005
REF: Mr Boikanyo/bk/MAT110077

TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT
GAUTENG DIVISION, PRETORIA

AND TO: **SHERIFF, CENTURION EAST**
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AND TO: **ABSA BANK LIMITED**

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"FAI"6

NUMBER	CASE NUMBER	PLAINTIFF	PLAINTIIF ATTORNEY	PLAINTIFF REF NUMBER	EMAIL ADDRESSES
1	53307/17	M MOKEBE	LAMOLA ATTORNEYS	Lamola/RAF/M Mokebe	
2	39983/17	RH MADZUTA	LAMOLA ATTORNEYS	Lamola/RAF/M Mokebe	
3	46645/16	SN MASHABA	LAMOLA ATTORNEYS	Lamola/RAF/SN Mashaba	
4	53307/17	M MOKEBE	LAMOLA ATTORNEYS	LAMOLA/RAF/M MOKEBE	
5	39983/17	RH MADZUTA	LAMOLA ATTORNEYS	LAMOLA/RAF/RH MADZUTA	
6	95778/15	VA FEITJIE	LAMOLA ATTORNEYS	LAMOLA/RAF/VA FEITJIE	
7	4416/18	GM MASEMOLA	LAMOLA ATTORNEYS		
8	70803/17	T MATSHOBA	GODI ATTORNEYS	M0608/GMC/RAF	mzuphela@yahoo.com
9	15435/17	P NTWAYIKHO	GODI ATTORNEYS	M0489/NHZ/RAF	mzuphela@yahoo.com
10	76370/16	W TSHUTSHA	GODI ATTORNEYS	N0025/LG/RAF	mzuphela@yahoo.com
11	12610/17	S FULUMAKA	GODI ATTORNEYS	T0490/NHZ/RAF	mzuphela@yahoo.com
12	44427/17	Z MPINGE	GODI ATTORNEYS	F0035/LG/RAF	mzuphela@yahoo.com
13	71865/18	KL RAMAOKA	GODI ATTORNEYS	M0542/NHZ/RAF	mzuphela@yahoo.com
14	24680/19	VS SHOTOLO OBO MINOR CHILD	T MALANGE ATTORNEYS	Malange/RS00028/RAF	smalange@yahoo.com
15	71865/18	KL RAMAOKA	T MALANGE ATTORNEYS	Malange/RS00040/RAF/2019	smalange@yahoo.com
16	24681/19	MA MASENGANA	T MALANGE ATTORNEYS	Malange/RS00028/RAF	smalange@yahoo.com
17	38700/18	BR MOERANE OBO MINOR	T MALANGE ATTORNEYS	Malange/TM00042/RAF	smalange@yahoo.com
18	38702/18	RM BATSEBA	T MALANGE ATTORNEYS	Malange/TM00012A/RAF	smalange@yahoo.com
19	37879/19	HK LETSWALO	T MALANGE ATTORNEYS	Malange/TM00012/RAF	smalange@yahoo.com
20	37887/19	TM MUKHARI OBO BA MATAMBO	T MALANGE ATTORNEYS	Malange/RL00052/RAF	smalange@yahoo.com
21	24682/19	S KHOMANE	T MALANGE ATTORNEYS	Malange/TM00037/RAF/2018	smalange@yahoo.com
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26	34095/12	JNR MPUNGOSE	WIM KRYNAUW INC	H NORTJE/TR0378/CB	wkattorneys@mweb.co.za
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31	633/05	S CLAASSEN	WIM KRYNAUW INC	W KRYNAUW/TO0080/CG	wkattorneys@mweb.co.za
32	20259/11	RT VIVIERS OVO LJ VIVIERS	WIM KRYNAUW INC	W KRYNAUW/TC0024/CG	wkattorneys@mweb.co.za
33	34077/18	MS MZIZI OBO PHT MZIZI	WIM KRYNAUW INC	W Krynauw/TV0415/CG	wkattorneys@mweb.co.za
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81	6753/17	AN MAPOSA	SPRUYT INC	S Spruyt/SD2494/CG	info@spruyt.co.za
82	6754/17	B NYALUNGU	SPRUYT INC	S Spruyt/SD2495/CG	info@spruyt.co.za
83	87502/16	RO CALLAGHAN	SPRUYT INC	S Spruyt/SD2550/CG	info@spruyt.co.za
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102	1055/18	U JACOBS OBO MINOR	MTSWENI INC	MTSWENI/043/RAF	mmela.mtsweni@gmail.com
103	1915/18	Z NKOSI OBO MINOR	MTSWENI INC	MTSWENI/031/RAF	mmela.mtsweni@gmail.com
104	1379/18	RC NDLANAMANDLA	MTSWENI INC	MTSWENI/050/RAF	mmela.mtsweni@gmail.com
105	1321/18	SH MAGOLEGO OBO MINOR	MTSWENI INC	MTSWENI/038/RAF	mmela.mtsweni@gmail.com
106	6630/18	KC MAKGATO	TW MPHAHLELE ATTORNEYS	MVA555/TM	mmela.mtsweni@gmail.com
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109	29222/16	PS MPITI	TW MPHAHLELE ATTORNEYS	MVA319/TM	twmphahlel@gmail.com
110	67014/18	SN LESHABANE OBO MINOR	TW MPHAHLELE ATTORNEYS	MVA636/TM	twmphahlel@gmail.com
111	20283/17	SN DLAMINI OBO J MLOMO	TW MPHAHLELE ATTORNEYS	MVA394?TM	twmphahlel@gmail.com
112	61722/19	LB LEBEKO	TW MPHAHLELE ATTORNEYS	MVA810?TM	twmphahlel@gmail.com
113	60084/19	SB MAGAGULA	TW MPHAHLELE ATTORNEYS	MVA631/TM	twmphahlel@gmail.com
114	7407/15	ZB SIBEKO	CHABALALA INCORPORATED	HUNADI/C7036/13	twmphahlel@gmail.com
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118	38851/14	TS MABUZA OBO L MABUZA	CHABALALA INCORPORATED	HASANI/TS MABUZA	reception@chabalalainc.co.za
119	37214/14	T NCUBE	CHABALALA INCORPORATED	HASANI/ T NCUBE	reception@chabalalainc.co.za
120	330/14	ME ZUMA	CHABALALA INCORPORATED	HASANI /ME ZUMA	reception@chabalalainc.co.za
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122	14532/14	BF TSANDZANA	CHABALALA INCORPORATED	RISENGA/C7417/2015	reception@chabalalainc.co.za
123	8191/14	MD TJALE	CHABALALA INCORPORATED	MBEDZI/C5075/2013	reception@chabalalainc.co.za
124	1959/17	CM MAGORO	CHABALALA INCORPORATED	SHVR/MVA/M1840	reception@chabalalainc.co.za
125	903/19	NS MASETLA	SHIVIRI MANZINI MASETLA	SHVR/MVA/M1958	info@smminc.co.za
126	1463/15	MF MOKATI	SHIVIRI MANZINI MASETLA	MANZ/PIC/M1547	info@smminc.co.za
127	6476/18	ADV BR MATLHAPE	SHIVIRI MANZINI MASETLA	SHVR/PIC/M1990	info@smminc.co.za
128	536/14	TNF MHLONGO	SHIVIRI MANZINI MASETLA	SENY/MVA/M1633	info@smminc.co.za
129	1914/15	MWDM MOTIMELE	SHIVIRI MANZINI MASETLA	SENY/MVA/M1633	info@smminc.co.za
130	6477/18	GD SHIKWAMBANA	SHIVIRI MANZINI MASETLA	SHVR/MVA/S1870	info@smminc.co.za
131	2876/16	G NKUNA	SHIVIRI MANZINI MASETLA	LETSO/MVA/M1707	info@smminc.co.za
132	5307/16	C BLESSIE OBO CE BLESSIE	SHIVIRI MANZINI MASETLA	SHVR/PIC/B1748	info@smminc.co.za
133	711/16	MV MAFETE	SHIVIRI MANZINI MASETLA	CHUEU/MVA/MB/11672	info@smminc.co.za
134	1029/15	ML MOLAPISANE	CHUEU ATTORNEYS	CHUEU/MVA/MB/10069	info@chueuattorneys.co.za
135	1531/15	FL TAUYATSWALA	CHUEU ATTORNEYS	CHUEU/MVA/MB/11823	info@chueuattorneys.co.za
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145	14070/12	ZP PHALATSE	CHUEU ATTORNEYS	CHUEU/MVA/MB/11377	info@chueuattorneys.co.za
146	68890/12	T SEKOME	CHUEU ATTORNEYS	CHUEU/MVA/MB/7785	info@chueuattorneys.co.za
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149	685/15	NJ DIKWADI	CHUEU ATTORNEYS	CHUEU/MVA/MB/10783	info@chueuattorneys.co.za
150	132/15	SM MAKATA	CHUEU ATTORNEYS	CHUEU/MVA/MB/10332	info@chueuattorneys.co.za
151	58474/14	KA LERUMO	CHUEU ATTORNEYS	CHUEU/MVA/MB/10804	info@chueuattorneys.co.za
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337	2531/15	MM MOLOANTOA			
338	7205/13	R MOHOHLO			
339	96267/15	T MACHIKA			
340	24975/17	TE SEHLAKO			
341	27358/17	TL MASEKO			
342	1887/17	D RINGIRO			
343	7386/17	PG NAMAHANE			
344	353888/16	TM MAHLANGU OBO T SELOMANE			

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

In the matter between: Case No.: 2019/ 89168

ROAD ACCIDENT FUND **APPLICANT**

and

SHERIFF, CENTURION EAST **FIRST RESPONDENT**

ABSA BANK LIMITED **SECOND RESPONDENT**

FOUNDING AFFIDAVIT

I, the undersigned

COLLINS PHUTJANE LETSOALO

do hereby make oath and state as set out below.

1 INTRODUCTION

1.1 I am an adult and I am employed by the applicant. The applicant has decided to bring this application to seek the relief which is set out in the notice of motion to which this founding affidavit is attached.

1.2 I am the applicant's acting chief executive officer and I am competent to make this affidavit.

1.3 The applicant has appointed its attorneys of record to bring this application and I am competent to make this founding affidavit.

1.4 Unless the context otherwise indicates, the contents of this founding affidavit fall within my personal knowledge and they are both true and correct.

1.5 The applicant is the Road Accident Fund and it was established in terms of section 2 of the Road Accident Fund Act 56 of 1996 ("**the RAF Act**").

1.6 The first respondent is the Sheriff, Centurion East and he is an officer of this Court responsible for execution of Court orders granted by this and other Courts with his principal place of business at No. 33 Kirsieboom Crescent, Zwartkop, Centurion.

1.7 The second respondent is Absa Bank Limited, a public company with limited liability duly incorporated as such in accordance with the laws of the Republic of South Africa and which conducts the business of a bank in terms of the Bank Act, 1990 and other relevant legislation. The applicant does not seek any relief against the second respondent and has cited it as it has an interest in the relief which the applicant seeks in this application.

1.8 The second respondent's relevant principal place of business at which this application shall be served, being the branch at which the bank accounts in issue are held is situated at Lorie Place, Hillcrest Office Park, 177 Dyer Road, Hillcrest, 0183.

1.9 The third and other respondents are listed in Annexure A to the notice of motion. They are all judgment creditors against the applicant and the writs of execution which are the subject of this application were issued at their instance.

2 THE APPLICATION

2.1 In Part A of this application, the applicant seeks an order in the following terms:

2.1.1 suspending the applicant's obligation to pay the amounts listed in Annexure **FA1** to the applicant's founding affidavit pursuant to writs of attachment served upon the second respondent by the first respondent, which writs of attachment are attached to the founding affidavit as Annexure **FA2**;

2.1.2 uplifting the attachment of the applicant's following bank accounts held with the second respondent:

2.1.2.1 4093196109;

2.1.2.2 4093196167;

2.1.2.3 4093196206;

2.1.2.4 0020000422;

2.1.2.5 0020560363;

2.1.2.6 4093196159;

2.1.2.7 4093196183;

2.1.2.8 4093196191.

2.2 The aforesaid relief is sought on an interim basis pending the final determination of the relief which the applicant seeks in Part B of this application.

2.3 In Part B of this application, the applicant seeks an order in terms of which its obligation to pay the amounts which are the subject of the writs of attachment attached hereto as FA2 is postponed to 29 February 2020.

2.4 I deal with the grounds upon which the applicant seeks the aforesaid relief below.

3 THE BASIS OF THE APPLICATION

The applicant

3.1 The applicant was established in terms of the RAF Act to provide compensation for loss or damage caused by the negligent driving of motor vehicles.

3.2 The applicant operates what is essentially a social security scheme to compensate victims of road accidents. This scheme can only work for all of us if victims of road accidents are treated equally to the extent that it is possible when it comes to the dates on which they are paid their compensation.

3.3 The social security scheme which the applicant operates works on the basis that the applicant is liable to compensate any person injured in a motor vehicle accident where the driver of the motor vehicle was negligent. With this low-level threshold for liability, the applicant attracts liability every day.

3.4 The applicant does not on its own generate any income. It does not operate an income generating scheme. In terms of section 5 of the RAF Act, the applicant "*shall procure the funds it requires to perform its functions*" by way of a Road Accident Fund Levy and by raising loans.

3.5 The applicant cannot at any given point in time raise loans to perform its functions. This is mainly because it does not have assets sufficient enough to secure a loan. In this regard, the balance of the claims for which the applicant is liable to pay on any given day is more than the amount which it receives by way of the Road Accident Fund Levy on a monthly basis.

3.6 The average claims which are settled and not paid to claimants every month is R 4.3 billion, which is way more than R 3.5 billion which the applicant receives every month. It is clear from this that the applicant is by law burdened with extra ordinary liability which exceeds the money allocated to it by law. This makes it impossible for the applicant to satisfy all judgment debts granted against the applicant.

The applicant's claims creditors

3.7 The applicant's purpose is to compensate victims of motor vehicle accidents where the driver of the other vehicle has been negligent.

3.8 There are motor vehicle accidents on South African roads every day caused by the negligence of those driving the relevant motor vehicles. As a result of this, the applicant attracts liability every day. In addition to this and on a daily basis:

3.8.1 the applicant is served with summons commencing proceedings in which is claimed compensation for which the applicant is liable in terms of the RAF Act;

3.8.2 Court orders are granted against the applicant all over the Republic in terms of which the applicant is ordered to pay claimants millions of Rand.

3.9 As on that date of this affidavit, <u>the applicant owes its claims creditors not less than R 17 billion</u>.

3.10 The applicant receives an average of R 3.5 billion by way of the Road Accident Fund Levy every month. This means that the money which the applicant receives every month from its only source is not sufficient to meet its claims obligations. There is always a shortfall between the amount which the applicant receives and the amount due by it to its claims creditors.

3.11 The aforesaid amount which the applicant owes to its claims creditors is due by it in terms of Court orders granted against it by the Courts throughout the Republic. The amounts are not in dispute and there is therefore no reason to suspect that these amounts are not due by the applicant to the claims creditors or that there is some basis to contest the validity of the orders granted against the applicant.

3.12 The applicant does not have any other source of funding than what I have stated above. Accordingly, for as long as the amount which the applicant receives by way of the Road Accident Fund Levy does not match the applicant's existing liability on a monthly basis, <u>the applicant will never be able to reach a state where all judgment debts are paid within a period of 30 days from the date on which Court orders are granted against it</u>.

The Cash Management Plan

3.13 As a result of the above, the applicant has decided that:

3.13.1 the available funds must be paid equitably amongst the successful claimants based on the date on which payment is requested within the applicant's approval structures;

3.13.2 the applicant's payment plan must allow an amount of flexibility to deal with exceptional circumstances which may require payment on an urgent basis;

3.13.3 payroll and operational expenses must be paid in terms of the relevant contracts to ensure that the applicant's operations are not disrupted to the prejudice of the claimants or victims of road accidents;

3.13.4 payments are made first on matters which are long overdue – and the determination of payments which are to be made first depends on the dates on which the claims were received and requests for payment were made internally;

3.13.5 it is not possible to make all payments within the time period prescribed in the Court orders because there is no money to meet all of the orders that are granted against the applicant at any given time. For this reason, the applicant gives priority to the Court orders granted first and then subjects subsequent orders to a payment queue and pays such orders as and when their turn comes.

3.14 Most of the attorneys who act on behalf of claimants know and understand the applicant's financial position, i.e. that the applicant receives funding through the Road Accident Fund Levy and that the claims which are due by it are at any given day more than what it receives through the Road Accident Fund Levy.

3.15 There are, however, other attorneys who, despite knowledge of the applicant's financial position, advise their clients to issue writs of execution and attachments authorizing the first respondent to attach the applicant's bank accounts. This has happened on many occasions.

Attachment of the applicant's bank accounts

3.16 From time to time and most recently on a very regular basis, the first respondent attaches the applicant's bank accounts held with the second respondent in order to force the applicant to pay various plaintiffs who have obtained judgments against the applicant. This results in the applicant not being able to transact on its bank accounts <u>and not being able to pay claimants whose payments are long overdue</u>.

3.17 The correct position is that the applicant cannot satisfy all the orders granted against it at the same time or within 30 days from the date on which the orders are granted against it. The applicant wants to comply with such orders as soon as possible, however, the money which it receives through the Road Accident Fund Levy is simply not enough to enable the applicant to do that.

3.18 It is as a result of the money received by way of the Road Accident Fund Levy not being enough to meet all the claims at the same time that there is a delay in paying monies to various plaintiffs. Even if the applicant were to pay all of the amount it receives by way of the Road Accident Fund Levy to satisfy judgment debts against it, it would still not be enough. This is the reality of the social security scheme operated by the applicant.

3.19 In order to keep the social security scheme operated by the applicant going, it is necessary to pay judgments debts granted against the applicant on a first come first served basis. If payments are not made in this fashion, the whole scheme would collapse and the general public would be prejudiced. By way of an example, if the applicant were to pay all of the amounts listed in FA1 immediately in order to comply with the relevant Court orders and to have the attachment of its bank accounts uplifted, many plaintiffs whose judgment debts have been loaded into the applicant's payment system for payment in the near future are not going to be paid because there would be no money to pay them. This would not be in the interests of justice. In addition, the applicant's ability to finance its operational costs is going to be severely compromised to the extent of not being able to operate its business.

3.20 It must be common cause that whilst there is always a delay in satisfying judgment debts, the applicant does eventually pay all judgment debts against it. In addition, it is in the public domain that the applicant receives its funding through the Road Accident Fund Levy and does not generate any other income. For this reason, it does not serve any purpose to attach the applicant's bank accounts in order to force it to pay judgments debts which must stand in the payment queue and wait for their turn because it only serves to cripple the applicant's operations and ability to ensure that there is an equitable order of paying judgment debts. It is an unfortunate situation which causes delays but it is not in the interests of justice to collapse the social security scheme operated by the applicant by expediting the payment of judgment debts of those who enforce their rights by attaching the applicant's bank accounts.

3.21 At the moment, the first respondent has delivered notices of attachment to attach the following bank accounts held with the second respondent:

3.21.1 4093196109;

3.21.2 4093196167;

3.21.3 4093196206;

3.21.4 0020000422;

3.21.5 0020560363;

3.21.6 4093196159;

3.21.7 4093196183;

3.21.8 4093196191.

3.22 Notices of the attachment of the abovementioned bank accounts were served upon the applicant on 20 October 2019, 23 October 2019 and 14 November 2019 respectively. <u>The total amount sought to be collected in terms of these notices is R173 834 583.23 and it is in respect of 346 claimants</u>. The payment of this amount to these claimants at this stage would mean that those claimants who are now due to receive payments now will not receive payments and could be subjected to the same delay if the applicant's bank accounts are attached by other claimants in order to force the applicant to pay them first.

3.23 There are currently over 1000 writs of execution which have been served upon the applicant for payment at its Pretoria office, each writ not being in respect of just one claimant but in respect of many claimants and for millions of Rand. These processes are served upon the applicant on a daily basis at its Pretoria office.

3.24 There are other writs of execution served at the applicant's regional offices, also on a daily basis. If the judgment creditors of these writs of execution were to also attach the applicant's bank accounts to force payment, the applicant would again be subjected to same difficulty that it faces now, which is detrimental to the social security system of compensating victims of road accidents.

3.25 The applicant is forced to prioritize the payment of judgment debts for which writs of execution have been issued. It does this because there is always a risk of the relevant judgment creditors attaching its bank accounts, resulting in the applicant not being able to pay other claimants and other operational costs, let alone the embarrassment which is caused not only to the applicant but also to the Government of the Republic of South Africa which designed the social security scheme operated by the applicant.

3.26 The attachment of the applicant's bank accounts creates an impression that the applicant is simply tardy in the processing of payments. This is wrong. The correct position is that there is simply not enough money at any given point in time to satisfy all the judgment debts. The only way to address this shortage is to increase the fuel levy from which the applicant receives its funds, which falls way outside the applicant's competence.

3.27 The applicant manages the cash flow situation by ensuring that there is an equitable payment system to all judgment creditors. This it cannot achieve if others go and attach its bank accounts to force the applicant to pay them before others who have been in the payment queue.

3.28 It is not the applicant's case that judgment creditors are not entitled to enforce their orders, even by attaching bank accounts. The applicant is, however, in a difficult position because it cannot satisfy all the judgment debts against it not because it does not want to but because the legislative scheme under which it operates does not make provision for it to have enough money to satisfy all the judgment debts against it within a short period of time as always demanded by judgment creditors.

3.29 As I have stated above, the applicant's liability is currently in excess of R 17 billion but it receives an average of R 3.5 billion every month and it attracts liability of not less than R 4.3 billion per month. This means that there is always a shortfall between what the law appropriates to the applicant and its actual obligations. It is for this reason that the applicant's obligations to make the payments listed in FA1 should be postponed to 29 February 2020 so that the applicant continues to ensure that there is an equitable payment of judgment debts between those who are entitled thereto as opposed to forcing the applicant to make such payments now because that would collapse the system.

3.30 From what I have stated above, it is clear that it is <u>not</u> by choice that the applicant finds itself in this situation. It is also not because the applicant is tardy in the management of its payment system, <u>there is simply not enough money to satisfy all the judgment debts within 30 days from the date on which the judgment debts are granted</u>.

3.31 I fully appreciate that the respondents are likely to contend that the applicant has agreed to the time periods which they seek to enforce by attaching its bank accounts. That contention, however, takes the matter no further because the reality is that there is no money to satisfy the judgement debts within those agreed time periods otherwise the system would collapse and that would not be in the interests of justice. In any event, that contention does not on its own mean that the applicant is not entitled to an order postponing the performance of its obligation <u>when regard is had to the fact that complying therewith immediately would collapse the system and subject the applicant to further attachments of its bank accounts, which is not in the interests of justice</u>.

3.32 In the normal course, it takes at least 180 days for the applicant to have enough money to pay out its judgment debts. This period is reasonable when regard is had to the fact that the applicant is at any given point liable to more than R 17 billion but receives less than R 4 billion every month to compensate victims of road accidents and to fund its operational costs. In this regard, it must be remembered that the amount which the applicant receives through the Road Accident Fund Levy is also used to pay for its operational costs and the attorneys and advocates who represent it every day in various Courts throughout the Republic.

3.33 In the light of the above, the applicant is entitled to an order declaring that the period within which the applicant shall satisfy judgment debts against it shall be a period of 180 days from the date on which the order is served upon it. This period is sufficient to enable the applicant to verify the orders and to subject each order to its payment processes so as to avoid collapsing the payment system by prioritizing a few judgment creditors over others which on its own is also not in the interests of justice. This long period is also required to manage the applicant's cashflow position in view of the fact that the amount of money it receives every month is never enough to settle all claims against it.

3.34 The bringing of this application shows that the applicant is not seeking to avoid its payment obligations. It must be correct that a litigant against whom an order has been granted must be able to approach the Court which granted the order, as in this case, to seek an order extending the time period within which the litigant must comply therewith. This is exactly what the applicant seeks to do in this application.

3.35 It is also important to state that the second respondent has in the past attached the applicant's bank accounts in order to force payment of claims which had already been paid. This has resulted in double payments because the applicant is not given time to verify whether the claims for which notices of attachment are issued have previously been paid. I attach hereto as **FA3** an affidavit filed with the South African Board of Sheriffs in support of the applicant's complaint against the second respondent.

3.36 It is apparent from FA3 that the applicant has been subjected to double payments amounts to millions of Rand. This is prejudicial to the applicant because the applicant is not given any prior notice before its bank accounts are attached by the second respondent. The applicant usually becomes aware of the attachment of its bank accounts when it is prevented from transacting thereon.

Prejudice

3.37 I am aware that the respondents are going to contend that the relief which the applicant seeks is going to prejudice them. I accept this.

3.38 The prejudice which the respondents stand to suffer is delay prejudice and it is not irreparable. The respondents will receive their payment together with such interest to which they are entitled to remedy the delay prejudice which they stand to suffer.

3.39 On the other hand, the prejudice to be suffered if the relief which the applicant seeks is not only going to be suffered by the applicant, but will also be suffered by those claimants whose payments are long overdue and are now due to receive their payments. In addition, the social security system of compensating victims of road accidents would collapse if the applicant's bank accounts are subjected to attachments as a result of which it is unable to transact on such bank accounts.

There is no alternative and adequate remedy

3.40 The applicant does not have any alternative and adequate remedy to address the difficulty which it faces other than the relief which it seeks.

3.41 Rule 45A provides for the relief which the applicant seeks and there is no other remedy available to the applicant than the relief contemplated therein. The relief which the applicant seeks is consistent with that contemplated in Rule 45A.

3.42 The time period for the suspension of the obligation to pay the respondents is not unreasonable when regard is had to the number of judgment debts and writs of execution granted against the applicant every day and the amount which the applicant receives by way of the Road Accident Fund Levy to compensate victims of road accidents. When this is taken into account, there can be no basis to force the applicant to make payments which it clearly cannot afford and which would result in prejudice to other deserving claimants whose payments are already long overdue.

The applicant has a clear right

3.43 The applicant is the custodian of the road accident fund compensation system, i.e. the social security scheme to which I have referred above.

3.44 As a custodian of the aforesaid social security scheme, the applicant is not only entitled to, but it is by law obliged to protect it. It is this scheme which the applicant seeks to protect by the relief which it seeks. If the relief which the applicant seeks is not granted, the scheme is going to collapse and the applicant would not be able to perform its functions.

3.45 If the relief which the applicant seeks is not granted and the applicant continues to be subjected to the freezing of its bank accounts in order to force it to make payments, the whole scheme is going to collapse and victims of road accidents are going to be further victimized.

Interests of justice

3.46 I have already stated above that the attachment of the applicant's bank accounts is not in the interests of justice. This is because:

3.46.1 The social security scheme is not intended to only serve those who can attach the applicant's bank accounts to force payment. It is intended to serve all victims of road accidents.

3.46.2 The funds which the applicant requires to compensate victims of road accidents are derived from one source determined by Parliament. The applicant cannot source funds from elsewhere.

3.46.3 The attachment and freezing of the applicant's bank accounts has the effect of prejudicing not only the applicant but the victims of road accidents who are intended to benefit from the scheme at the expense of very few claimants.

3.46.4 The whole payment system would collapse if the relief which the applicant seeks is not granted because it would mean that claimants are not going to be paid unless they first attach the applicant's bank accounts as this would cause claimants to attach the applicant's bank accounts. This is due to the fact that the applicant is by law forced to release money held in its bank accounts to those who have attached the bank accounts.

3.46.5 It is not impossible to imagine a situation where the applicant's bank accounts are attached in order to force payment of the whole amount of R 3.5 billion which the applicant receives every month by way of the Road Accident Fund Levy. As I have stated above, the applicant's current liability is in excess of R 17 billion and it continues to be held liable in the amount of R 4.3 billion every month. All of the judgment creditors for this amount would be entitled to attach and freeze the applicant's bank accounts in which event the applicant would not be able to operate.

The balance of convenience

3.47 The balance of convenience favours the granting of the relief which the applicant seeks in this application.

3.48 The respondents are not going to be unduly inconvenienced if the relief which the applicant seeks is granted and the final relief sought is not granted. <u>This is because the respondents will still in that event receive their payments together with interest</u>.

3.49 On the other hand, if the relief which the applicant seeks is not granted, the applicant and the other judgment creditors are going to be unduly inconvenienced. The applicant's operations are going to be severely crippled if its bank accounts continue to be frozen such that it is unable to transact because in that event, it would not be able to make payments to other judgment creditors whose claims are also already long overdue.

3.50 In addition, if the relief which the applicant seeks is not granted, the applicant is not going to be able to perform its statutory obligations of compensating victims of road accidents. This is what the applicant seeks to prevent by seeking the relief which it seeks.

Urgency

3.51 This application deserves to be heard on an urgent basis because:

3.51.1 The applicant cannot run its operations if it cannot transact on its bank accounts.

3.51.2 The applicant cannot pay other claimants if the monies held in its bank accounts are all paid to the claimants who have caused its bank accounts to be attached. It is the nature of the applicant's business to pay compensation to victims of road accidents and this obligation is one which the applicant must discharge every single day and it cannot do so if its bank accounts are frozen.

3.51.3 The attachment of the applicant's bank accounts is not only prejudicial to the applicant itself. It is also prejudicial to the many victims of road accident accidents whose claims are due for payment but cannot now be paid because the applicant's bank accounts are attached to satisfy the claims of the respondents who have attached its bank accounts. This is clearly not in the interests of justice.

3.51.4 The applicant will not obtain substantial redress at a hearing in due course because the applicant is already required to allow the monies in its bank accounts to be paid over to the first respondent.

3.51.5 As far as the applicant's operations are concerned, the applicant has normal trade creditors like other businesses. In the context of the applicant's operations, it requires to be represented by attorneys and advocates in various Courts in the whole of the Republic on a daily basis. The applicant cannot attend to its Court matters unless it makes payments to its representatives and experts who play an important role in resolving all claims against it.

3.51.6 The victims of road accidents stand to suffer considerable prejudice if the applicant cannot transact on its bank accounts because their payments are going to be delayed more than it is necessary if this application is not heard on an urgent basis.

3.51.7 The last attachment of the applicant's bank accounts took place on 14 November 2019. This is what triggered the need to bring this application because the accounts attached on that date include the applicant's call accounts and accounts through which the applicant pays its operational costs.

3.51.8 The applicant also has an obligation to pay its operational costs to third parties who provide services to it. The applicant cannot pay for these costs its bank accounts are attached. The difficulty which the applicant will have if it does not pay its operational costs is that its attorneys and experts who provide an important service in the litigation matters in which the applicant is sued for compensation are going to withhold their services if they are not paid.

3.51.9 The applicant is also behind in making payments to a long list of attorneys who regularly act on behalf of claimants and who have understandably agreed to payment terms. These attorneys cannot be paid if the applicant's bank accounts remain attached and this is going to result in unnecessary prejudice to the relevant claimants who have agreed to be placed on the payment queue.

3.51.10 In addition to the above, I state that the nature of the relief which the applicant seeks and the purpose which it is intended to serve is such that it justifies to be heard on an urgent basis.

3.52 The respondents are not going to suffer any prejudice if this application is heard on an urgent basis. The respondents will receive their payments as there is no dispute about their entitlement thereto. The only issue is the timing of their payment and the difficulty with this arises from the amount which the applicant receives, which is simply not sufficient to cover all the claims in respect of which orders have been granted against the applicant. Unless the applicant's allocation is increased, the reality is that people must wait for their turn to receive payments because the applicant is not in a position to pay all of its judgment debts at the same time.

3.53 In the premises, the applicant is entitled to all of the relief which it seeks.

WHEREFORE, I pray that it may please the Court to grant me the relief set out in the notice of motion to which this founding affidavit is attached.

COLLINS PHUTJANE LETSOALO

I hereby certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at ________________ on the _________ day of November 2019, the regulations contained in Government Notice No. R 1258 of 21 July 1972, as amended, and Government Notice No. R 1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

FULL NAMES:

BUSINESS ADDRESS: **BRIGID EILEEN HARDING**

OFFICE:

Commissioner of Oaths, R.S.A.
9/1/8/2 Kempton Park (A3)
Business Development Manager
29 Southwood
Viewpoint Road
Bardene Boksburg, 1459

"FA1"

NOTICE OF ATTACHMENT IN EXECUTION IN INCORPOREAL PROPERTY OR RIGHT IN PROPERTY (RULE 45 (8) (12) SPREADSHEET

NUMBER	CASE NUMBER	PLAINTIFF	SHERIFF FEES	ATTORNEY FEES	TOTAL TO BE PAID OUT
1	8448/16	D SEGARE	R 2 672.03	R 79 893.70	R 82 565.73
2	74357/16	S NENE	R 2 672.03	R 252 335.62	R 255 007.65
3	74553/16	S MOREBUDI OBO OREDIRETSE	R 2 672.03	R 263 443.16	R 266 115.19
4	72129/16	N MUHLANGU	R 2 672.03	R 251 349.67	R 254 021.70
5	35857/16	MB MOTEPE	R 2 672.03	R 102 512.62	R 105 184.65
6	71894/16	N MATLOGA	R 2 672.03	R 128 210.52	R 130 882.55
7	71910/16	N SERIBE	R 2 672.03	R 34 884.55	R 37 556.58
8	72440/16	D MOKOTO	R 2 672.03	R 172 887.67	R 175 559.70
9	72125/16	K KGANGKENNA	R 2 672.03	R 162 418.45	R 165 090.48
10	72123/16	J MABOKELA	R 2 672.03	R 150 910.82	R 153 582.85
11	74352/16	S MAPHUMULO	R 2 672.03	R 209 940.41	R 212 612.44
12	74358/16	V SHANGE	R 2 672.03	R 193 227.40	R 195 899.43
13	8341/16	G NDABA	R 2 672.03	R 50 730.07	R 53 402.10
14	71901/16	L SEOPOSENGWE	R 2 672.03	R 115 996.18	R 118 668.21
15	8341/16	A MAKOBO OBO OTSHEPENG	R 2 672.03	R 218 330.93	R 221 002.96
16	74356/16	X BUTHELEZI	R 2 672.03	R 180 185.26	R 182 857.29
17	72124/16	M KGANGKENNA	R 2 672.03	R 168 505.43	R 171 177.46
18	72002/16	J RAMOKOKA	R 2 672.03	R 48 397.03	R 51 069.06
19	71916/16	T NDEBELE	R 2 672.03	R 79 258.85	R 81 930.88
20	74350/16	L CELE	R 2 672.03	R 624 769.65	R 627 441.68
21	8446/16	F RAKGOALE OBO LAVANI	R 2 672.03	R 190 331.10	R 193 003.13
22	72131/16	M RATLABANE	R 2 672.03	R 75 700.68	R 78 372.71
23	72128/16	M CHELANE	R 2 672.03	R 152 094.02	R 154 766.05
24	71893/16	A MONCHONYANE OBO K	R 2 672.03	R 43 884.89	R 46 556.92
25	71912/16	N MOGOTSI	R 2 672.03	R 82 373.16	R 85 045.19

26	35853/16	A MTHETHWA	R	2 672.03	R	98 601.62	R	101 273.65
27	72130/16	R RAKOMANE	R	2 672.03	R	161 815.68	R	164 487.71
			R	72 144.81	R	4 292 989.14	R	4 365 133.95

"FA1"

41

NOTICE OF ATTACHMENT IN EXECUTION IN INCORPOREAL PROPERTY OR RIGHT IN PROPERTY (RULE 45 (8) (12) SPREADSHEET

NUMBER	CASE NUMBER	PLAINTIFF	SHERIFF FEES	ATTORNEY FEES	TOTAL TO BE PAID OUT
1	87923/16	S CHAUKE	R 2 672.03	R 3 741 797.18	R 3 744 469.21
2	53307/17	M MOKEBE	R 2 769.32	R 205 837.37	R 208 606.69
3	39983/17	RH MADZUTA	R 2 769.32	R 178 508.85	R 181 278.17
4	46645/16	SN MASHABA	R 2 769.32	R 125 333.62	R 128 102.94
5	53307/17	M MOKEBE	R 2 769.32	R 508 780.14	R 511 549.46
6	39983/17	RH MADZUTA	R 2 769.32	R 952 380.77	R 955 150.09
7	95778/15	VA FEITJIE	R 2 769.32	R 645 381.78	R 648 151.10
8	4416/18	GM MASEMOLA	R 2 672.03	R 1 355 062.15	R 1 357 734.18
9	70803/17	T MATSHOBA	R 2 672.03	R 914 946.29	R 917 618.32
10	15435/17	P NTWAYIKHO	R 2 672.03	R 1 229 385.75	R 1 232 057.78
11	76370/16	W TSHUTSHA	R 2 672.03	R 456 538.07	R 459 210.10
12	59596/16	JJ MPAKATI	R 2 672.03	R 810 485.32	R 813 157.35
13	15925/12	RCF BARROS	R 2 769.32	R 96 915.20	R 99 684.52
14	71865/18	KL RAMAOKA	R 2 672.03	R 37 065.71	R 39 737.74
15	24680/19	VS SHOTOLO OBO MINOR CHILD	R 2 672.03	R 49 306.55	R 51 978.58
16	71865/18	KL RAMAOKA	R 2 672.03	R 23 821.19	R 26 493.22
17	24681/19	MA MASENGANA	R 2 672.03	R 41 349.09	R 44 021.12
18	38700/18	BR MOERANE OBO MINOR	R 2 672.03	R 22 747.85	R 25 419.88
19	38702/18	RM BATSEBA	R 2 672.03	R 25 788.05	R 28 460.08
20	37879/19	HK LETSWALO	R 2 672.03	R 42 783.95	R 45 455.98
21	37887/19	TM MUKHARI OBO BA MATAMBO	R 2 672.03	R 43 049.86	R 45 721.89
22	24682/19	S KHOMANE	R 2 672.03	R 43 792.24	R 46 464.27
23	37573/16	ET MOKOME	R 2 672.03	R 495 531.77	R 498 203.80
24	4587/16	A OMOKARO	R 2 672.03	R 366 090.60	R 368 762.63
25	633/05	S CLAASSEN	R 2 672.03	R 135 964.41	R 138 636.44

26	20259/11	RT VIVIERS OVO LJ VIVIERS	R	2 672.03	R	3 232 475.63	R	3 235 147.66
27	34077/18	MS MZIZI OBO PHT MZIZI	R	2 672.03	R	186 489.42	R	189 161.45
28	3995/16	S RADEBE	R	2 672.03	R	504 075.86	R	506 747.89
29	4995/16	DL ANDERSON	R	2 672.03	R	372 394.64	R	375 066.67
30	4200/16	S KUNENE	R	2 672.03	R	341 695.86	R	344 367.89
31	6806/17	M SIZWE	R	2 672.03	R	1 371 916.00	R	1 374 588.03
32	45041/19	LK KGWADI	R	2 672.03	R	1 332 722.26	R	1 335 394.29
34	88792/15	PT CHAUKE	R	2 672.03	R	325 933.71	R	328 605.74
35	38704/10	SR MOTHAPO	R	2 672.03	R	155 040.54	R	157 712.57
36	13012/16	MM MANGENA	R	2 769.32	R	31 135.82	R	33 905.14
37	27716/15	SN MAKWARELA	R	2 769.32	R	220 227.52	R	222 996.84
38	28010/13	MS MPHUSU	R	2 769.32	R	72 933.43	R	75 702.75
39	93411/15	LM MPHAGA	R	2 769.32	R	243 912.89	R	246 682.21
40	33084/17	PF MBATHA	R	2 769.32	R	305 692.52	R	308 461.84
41	10831/13	WM MAHLOKO	R	2 769.32	R	528 026.86	R	530 796.18
42	64337/17	NR PAKO	R	2 769.32	R	180 675.80	R	183 445.12
43	33084/17	PF MBATHA	R	2 769.32	R	84 809.64	R	87 578.96
44	7102/16	PM MAPHAHA	R	2 769.32	R	270 251.95	R	273 021.27
45	93409/15	LR MAKITLA	R	2 769.32	R	306 977.30	R	309 746.62
46	27716/15	SN MAKWARELA	R	2 769.32	R	175 724.41	R	178 493.73
47	7100/16	WS SHEZI	R	2 769.32	R	934 070.35	R	936 839.67
48	13015/17	SM KHOZA	R	2 769.32	R	230 421.62	R	233 190.94
49	23220/17	TL HIGHSON	R	2 672.03	R	185 724.57	R	188 396.60
50	07146/11	KV MALEBYE	R	2 672.03	R	128 823.49	R	131 495.52
51	59834/15	KL MOGATLA	R	2 769.32	R	324 821.92	R	327 591.24
52	2033/17	P VILAKAZI	R	2 769.32	R	666 584.80	R	669 354.12
53	2114/18	V MAKWAKWA	R	2 769.32	R	433 122.63	R	435 891.95
54	1055/18	U JACOBS OBO MINOR	R	2 769.32	R	424 038.36	R	426 807.68
55	1915/18	Z NKOSI OBO MINOR	R	2 769.32	R	307 666.14	R	310 435.46
56	1379/18	RC NDLANAMANDLA	R	2 769.32	R	85 649.59	R	88 418.91
57	1321/18	SH MAGOLEGO OBO MINOR	R	2 769.32	R	1 632 065.39	R	1 634 834.71

58	69090/15	LK NGOBENI	R	2 672.03	R	1 195 225.22	R	1 197 897.25
59	16187/17	S BANTAM	R	2 672.03	R	398 397.92	R	401 069.95
60	63623/14	TE JIYANE	R	2 672.03	R	219 510.12	R	222 182.15
61	88265/16	TJ MOSUWE	R	2 672.03	R	9 541.28	R	12 213.31
62	6630/18	KC MAKGATO	R	2 672.03	R	133 372.13	R	136 044.16
63	75282/17	WS MONGO	R	2 672.03	R	86 186.68	R	88 858.71
64	75582/17	MJ DAVHANA	R	2 672.03	R	182 530.53	R	185 202.56
65	29222/16	PS MPITI	R	2 672.03	R	110 895.22	R	113 567.25
66	67014/18	SN LESHABANE OBO MINOR	R	2 672.03	R	245 492.61	R	248 164.64
67	20283/17	SN DLAMINI OBO J MLOMO	R	2 672.03	R	101 445.20	R	104 117.23
68	61722/19	LB LEBEKO	R	2 672.03	R	153 855.11	R	156 527.14
69	60084/19	SB MAGAGULA	R	2 672.03	R	76 213.54	R	78 885.57
70	24714/15	M MDLULI	R	2 672.03	R	320 000.00	R	322 672.03
71	79180/17	ZP MJOBO	R	2 769.32	R	293 762.39	R	296 531.71
72	78463/16	P SITHOLE	R	2 769.32	R	2 713 906.44	R	2 716 675.76
73	77412/17	J TJIANE	R	2 769.32	R	697 156.71	R	699 926.03
74	27086/15	R CHAUKE	R	2 672.03	R	337 171.67	R	339 843.70
75	40803/15	HR MURRORA	R	2 672.03	R	302 301.92	R	304 973.95
76	15599/18	S MOLOI	R	2 672.03	R	1 033 117.00	R	1 035 789.03
77	28057/16	MM MBATHA	R	2 672.03	R	883 451.58	R	886 123.61
78	51046/15	FM CHUENE OBO DN CHUENE	R	2 672.03	R	715 908.22	R	718 580.25
79	18703/13	M SADIKI	R	2 672.03	R	1 399 072.42	R	1 401 744.45
80	60880/11	R MNYAMBO	R	2 672.03	R	2 014 716.88	R	2 017 388.91
81	533/17	ZL KUBHEKA	R	2 769.32	R	183 111.80	R	185 881.12
82	757/17	TA MTSHALI	R	2 769.32	R	198 133.71	R	200 903.03
83	15310/17	TQ MARUBANE	R	2 672.03	R	960 325.89	R	962 997.92
84	37035/17	LM MMAKOLA	R	2 672.03	R	1 328 475.34	R	1 331 147.37
85	37034/17	SP MCLEAN	R	2 672.03	R	664 435.75	R	667 107.78
86	30105/17	MMX JIYANE	R	2 672.03	R	4 070 978.94	R	4 073 650.97
87	81687/14	JP JANSE VAN VUUREN	R	2 672.03	R	2 596 013.17	R	2 598 685.20
88	27357/17	NB BARNARD	R	2 672.03	R	771 735.47	R	774 407.50

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89	990/17	KK KATOLEZA						
90	86656/16	P FISH	R	2 672.03	R	626 918.59	R	629 590.62
91	14856/17	DR THINDISA	R	2 672.03	R	978 896.71	R	981 568.74
92	95276/16	SL GAZA	R	2 672.03	R	464 826.18	R	467 498.21
93	25072/17	BM MOHLALA	R	2 672.03	R	242 479.66	R	245 151.69
94	5037/19	SS MOLOANTOA	R	2 672.03	R	666 829.70	R	669 501.73
95	4658/16	MT MORWAONE	R	2 672.03	R	23 587.93	R	26 259.96
96	1094/18	MC BOYBOY	R	2 769.32	R	1 148 895.52	R	1 151 664.84
97	6282/17	MM MALATSI	R	2 672.03	R	544 345.86	R	547 017.89
98	LP/BFR/RC83/16	JL MOKGOTHO	R	2 769.32	R	1 815 670.76	R	1 818 440.08
99	1092/18	AJ KHOZA	R	2 769.32	R	402 808.22	R	405 577.54
100	30332/18	M BONGANE	R	2 672.03	R	206 657.69	R	209 329.72
101	12078/13	E MALINGA	R	2 672.03	R	326 617.47	R	329 289.50
102	4317/15	PK FUSI	R	2 769.32	R	38 346.13	R	41 115.45
103	36158/17	RM NOLIZWI	R	2 769.32	R	447 876.77	R	450 646.09
104	2901/17	P MAPHANGA	R	2 672.03	R	400 000.00	R	402 672.03
105	34903/18	TL BEKKER	R	2 769.32	R	116 010.82	R	118 780.14
106	2876/16	G NKUNA	R	2 769.32	R	128 998.91	R	131 768.23
107	5307/16	C BLESSIE OBO CE BLESSIE	R	2 769.32	R	605 842.87	R	608 612.19
108	2598/16	B MASIA	R	2 769.32	R	1 727 167.13	R	1 729 936.45
109	50623/16	M MTHATHA	R	2 769.32	R	93 466.20	R	96 235.52
110	71144/13	MR MARINGA OBO MINOR	R	2 769.32	R	123 346.30	R	126 115.62
111	77341/17	A MBENGO	R	2 769.32	R	99 905.18	R	102 674.50
112	19285/18	LF NOMVULA	R	2 769.32	R	423 327.89	R	426 097.21
113	19285/18	LF NOMVULA	R	2 672.03	R	7 531.64	R	10 203.67
114	66997/17	N MHLONGO OBO S MAHLATSE AND SC TEB(	R	2 672.03	R	7 927.11	R	10 599.14
115	23643/10	TP MNGOMEZULU	R	2 769.32	R	411 692.91	R	414 462.23
116	RAF 220/18	MM RAMOKOPELOA	R	2 409.82	R	4 967.22	R	7 377.04
117	2054/18	H MBUYANE	R	2 769.32	R	158 177.54	R	160 946.86
118	2594/17	G MATSANE	R	2 769.32	R	644 749.26	R	647 518.58
119	62788/17	N MALULEKE	R	2 769.32	R	513 148.25	R	515 917.57
			R	2 769.32	R	113 418.05	R	116 187.37

120	1959/17	CM MAGORO						
121	903/19	NS MASETLA	R	2 769.32	R	247 099.59	R	249 868.91
123	1463/15	MF MOKATI	R	2 769.32	R	204 110.43	R	206 879.75
124	6476/18	ADV BR MATLHAPE	R	2 769.32	R	120 141.27	R	122 910.59
125	536/14	TNF MHLONGO	R	2 769.32	R	908 340.41	R	911 109.73
126	1914/15	MWDM MOTIMELE	R	2 769.32	R	1 011 759.29	R	1 014 528.61
127	6477/18	GD SHIKWAMBANA	R	2 769.32	R	152 943.70	R	155 713.02
128	RAF 36/17	MM TABANE	R	2 769.32	R	193 475.51	R	196 244.83
129	95778/15	AF VUYANE	R	2 769.32	R	92 846.82	R	95 616.14
130	20075/18	JCH JACOBS	R	2 769.32	R	166 405.60	R	169 174.92
131	21691/18	L NOROLELA	R	2 769.32	R	157 478.46	R	160 247.78
132	35636/10	SA MAHLUNGU OBO ATE MV CELE	R	2 769.32	R	956 874.31	R	959 643.63
133	13097/18	PM MAKALAKALA OBO MINOR	R	2 769.32	R	303 712.20	R	306 481.52
134	77232/17	E VURAYAI	R	2 769.32	R	14 605.00	R	17 374.32
135	12610/17	S FULUMAKA	R	2 672.03	R	1 265 655.93	R	1 268 327.96
136	44427/17	Z MPINGE	R	2 672.03	R	3 578 605.59	R	3 581 277.62
137	54217/14	KC SAOHATSI	R	2 672.03	R	2 089 842.80	R	2 092 514.83
138	32481/05	GH MOSTERT	R	2 672.03	R	137 454.90	R	140 126.93
139	23223/17	MR DA COSTA	R	2 672.03	R	96 351.39	R	99 023.42
140	6204/16	NN PAICH	R	2 672.03	R	204 899.64	R	207 571.67
141	6184/17	ED RASHILO	R	2 672.03	R	403 484.85	R	406 156.88
142	34095/12	JNR MPUNGOSE	R	2 672.03	R	437 443.14	R	440 115.17
143	17223/10	CK MCINTOSH	R	2 672.03	R	138 822.09	R	141 494.12
144	7052/16	TH NKALA	R	2 672.03	R	274 190.41	R	276 862.44
145	34433/17	FG ACKERMAN	R	2 672.03	R	308 567.12	R	311 239.15
146	41935/17	M VENTER OBO MH VENTER	R	2 672.03	R	268 638.30	R	271 310.33
147	952/16	KQ SEFALE	R	2 672.03	R	264 478.36	R	267 150.39
148	953/16	MK LEKALA	R	2 672.03	R	185 875.31	R	188 547.34
149	580/18	TP MALULEKE OBO MINOR	R	2 672.03	R	179 880.43	R	182 552.46
150	59742/16	DJ MASIMINI	R	2 672.03	R	126 810.78	R	129 482.81
151	1290/18	S MUSARIRI	R	2 672.03	R	1 647 524.22	R	1 650 196.25
			R	2 672.03	R	215 826.21	R	218 498.24

152	29268/15	CK BUTHELEZI OBO T BUTHELEZI	R	2 672.03	R	767 356.66	R	770 028.69
153	16780/19	BM MOLUSI	R	2 769.32	R	116 973.50	R	119 742.82
154	47630/13	CC TSOTETSI	R	2 672.03	R	233 688.34	R	236 360.37
155	19908/12	PS KWINANA	R	2 672.03	R	129 001.57	R	131 673.60
156	6154/18	SJ MABULANE	R	2 769.32	R	115 803.12	R	118 572.44
157	13303/17	UE SHABANGU	R	2 769.32	R	577 286.20	R	580 055.52
158	1845/17	J DUBE	R	2 769.32	R	1 357 867.47	R	1 360 636.79
159	1326/18	PM MAVUNDA	R	2 769.32	R	340 477.89	R	343 247.21
160	3546/18	S CHILWANA	R	2 769.32	R	197 693.05	R	200 462.37
161	1584/18	LL NKUNA	R	2 769.32	R	194 636.93	R	197 406.25
162	1585/18	FJ NKOSI	R	2 769.32	R	216 543.47	R	219 312.79
163	151/19	LN NKOSI OBO MINORS	R	2 769.32	R	255 993.51	R	258 762.83
164	37434/18	P MADELA OBO T SIYABONGA	R	2 769.32	R	924 074.83	R	926 844.15
165	3144/15	D VAN ZYL	R	2 672.03	R	373 069.84	R	375 741.87
166	15616/17	TM MASIFANE	R	2 769.32	R	40 531.26	R	43 300.58
167	5015/15	MJ NKUNA	R	2 769.32	R	586 308.26	R	589 077.58
168	3837/17	GM MODIPI	R	2 769.32	R	366 369.04	R	369 138.36
169	57923/16	MS NDWANDWE	R	2 672.03	R	364 246.03	R	366 918.06
170	54530/16	LS SIYABONGA	R	2 672.03	R	371 024.97	R	373 697.00
171	51732/15	TA NGUBANE OBO SN NGUBANE	R	2 672.03	R	4 362 916.63	R	4 365 588.66
172	51127/17	NW KHUMALO & AY KHUMALO	R	2 672.03	R	83 030.99	R	85 703.02
173	13339/16	MN NKOSI	R	2 672.03	R	276 123.41	R	278 795.44
174	17392/14	SL NYAWO	R	2 672.03	R	351 277.74	R	353 949.77
175	3251/14	DM NKALANGA	R	2 672.03	R	2 072 139.27	R	2 074 811.30
176	1699/17	F ZITHA	R	2 769.32	R	869 023.96	R	871 793.28
177	12153/16	L GIL	R	2 769.32	R	2 409 022.48	R	2 411 791.80
178	94967/15	MI MOOKETSI	R	2 769.32	R	326 580.00	R	329 349.32
179	30717/18	MC TSHABALALA OBO MINOR	R	2 644.51	R	5 621.92	R	8 266.43
180	353888/16	TM MAHLANGU OBO T SELOMANE	R	2 769.32	R	780 661.38	R	783 430.70
181	52955/15	MB ZANIMVULA	R	2 769.32	R	271 173.39	R	273 942.71
182	77311/15	KA AMSOEK	R	2 769.32	R	233 476.96	R	236 246.28

183	21179/17	OL BALOYI						
184	79570/14	NE RAMALEPE	R	2 769.32	R	1 341 647.47	R	1 344 416.79
185	5015/15	MJ NKUNA	R	2 769.32	R	642 390.48	R	645 159.80
186	86455/17	KC MALEBYE	R	2 769.32	R	586 145.08	R	588 914.40
187	21014/17	S JAKOBO	R	2 769.32	R	258 064.76	R	260 834.08
188	21006/17	PM MATHIBELA	R	2 769.32	R	393 837.96	R	396 607.28
189	66233/14	MD SIBANYONI	R	2 769.32	R	605 223.29	R	607 992.61
190	22429/17	T MOYO	R	2 769.32	R	280 131.95	R	282 901.27
191	85943/17	NF KULA	R	2 769.32	R	322 785.75	R	325 555.07
192	46877/16	TR MOKWENA OBO KM MOKWENA	R	2 769.32	R	317 742.23	R	320 511.55
193	5017/15	NS MTSHOFENI OBO S MTSHOFENI	R	2 769.32	R	2 063 495.53	R	2 066 264.85
194	15925/12	RCF BARROS	R	2 769.32	R	3 528 618.26	R	3 531 387.58
195	91297/15	MP MOKHETHI	R	2 769.32	R	583 011.65	R	585 780.97
196	47063/17	SA MTHULI	R	2 769.32	R	651 055.65	R	653 824.97
197	47064/17	BT MALULEKE	R	2 769.32	R	496 917.23	R	499 686.55
198	3055/18	MN LETSOALO	R	2 769.32	R	119 695.23	R	122 464.55
199	27179/18X	F SIRALARALA OBO BA SIRALARALA	R	2 769.32	R	152 473.75	R	155 243.07
200	55775/16	TD GOMBA	R	2 769.32	R	3 307 429.91	R	3 310 199.23
201	24093/18X	G MASHISHI	R	2 769.32	R	365 977.23	R	368 746.55
202	18350/18	G DU PLESSIS	R	2 769.32	R	4 798 338.32	R	4 801 107.64
203	45381/18	SL MABONA	R	2 769.32	R	107 265.00	R	110 034.32
204	35279/18	M MOILA	R	2 769.32	R	261 820.43	R	264 589.75
205	1925/18	LW MATHABATHA	R	2 769.32	R	22 521.95	R	25 291.27
206	1927/18	M MATHIPA	R	2 769.32	R	166 012.41	R	168 781.73
207	76462/15	B NTOZAKHE	R	2 769.32	R	152 746.80	R	155 516.12
208	1136/17	KM MBOBO	R	2 769.32	R	436 602.74	R	439 372.06
209	85413/16	N MAZONGOLO	R	2 769.32	R	949 170.16	R	951 939.48
210	44022/17	Z BIZAFA	R	2 769.32	R	905 581.99	R	908 351.31
211	40047/16	N MAGADLA	R	2 769.32	R	1 130 792.98	R	1 133 562.30
212	41794/16	ML MASHABELA	R	2 769.32	R	1 251 453.28	R	1 254 222.60
213	90552/15	TV KABINI	R	2 769.32	R	69 662.45	R	72 431.77
			R	2 769.32	R	174 444.06	R	177 213.38

214	7386/17	PG NAMAHANE	R	2 672.03	R	253 164.70	R	255 836.73
215	48614/11	MP MORAKE	R	2 672.03	R	365 560.27	R	368 232.30
216	39775/17	CD SHIKO	R	2 672.03	R	209 435.62	R	212 107.65
217	43472/10	R NGOBENI	R	2 672.03	R	358 157.88	R	360 829.91
218	8880/14	AN NGOBENI	R	2 672.03	R	275 301.47	R	277 973.50
219	39684/16	MM SEKWAI	R	2 672.03	R	1 728 510.02	R	1 731 182.05
220	4223/16	GM MABUZA	R	2 672.03	R	893 690.55	R	896 362.58
221	51747/15	ML SHABANGO	R	2 672.03	R	1 871 619.62	R	1 874 291.65
222	3738/17	JE THOBELA	R	2 672.03	R	608 518.13	R	611 190.16
223	76710/14	NM MAISELA	R	2 672.03	R	796 499.14	R	799 171.17
224	2831/17	MT KHOSA	R	2 672.03	R	1 120 135.98	R	1 122 808.01
225	52026/16	AB MALOMA	R	2 672.03	R	411 088.67	R	413 760.70
226	7205/13	R MOHOHLO	R	2 672.03	R	735 825.56	R	738 497.59
227	96267/15	T MACHIKA	R	2 672.03	R	1 246 436.51	R	1 249 108.54
228	24975/17	TE SEHLAKO	R	2 672.03	R	723 922.65	R	726 594.68
229	27358/17	TL MASEKO	R	2 672.03	R	1 845 683.69	R	1 848 355.72
230	1887/17	D RINGIRO	R	2 672.03	R	1 102 206.15	R	1 104 878.18
231	36876/17	R FERREIRA	R	2 672.03	R	152 489.76	R	155 161.79
232	22384/14	B PRETORIUS	R	2 672.03	R	215 199.37	R	217 871.40
233	6753/17	AN MAPOSA	R	2 672.03	R	277 053.39	R	279 725.42
234	6754/17	B NYALUNGU	R	2 672.03	R	275 308.99	R	277 981.02
235	87502/16	RO CALLAGHAN	R	2 672.03	R	470 739.78	R	473 411.81
236	39439/16	S MOYO	R	2 672.03	R	301 096.92	R	303 768.95
237	24499/15	M MOYO	R	2 672.03	R	350 621.42	R	353 293.45
238	93862/16	P MDLULI	R	2 672.03	R	301 607.85	R	304 279.88
239	59154/16	NE MASEKO	R	2 672.03	R	369 726.58	R	372 398.61
240	63812/17	T GOTYANA	R	2 672.03	R	4 727 208.30	R	4 729 880.33
241	1843/15	VP MKHWANAZI	R	2 769.32	R	119 832.30	R	122 601.62
242	7148/17	KG KGOMO	R	2 769.32	R	313 033.32	R	315 802.64
243	17710/18	T DIBULA	R	2 769.32	R	230 448.52	R	233 217.84
244	2904/18	DD LUKHELE	R	2 769.32	R	341 592.03	R	344 361.35

245	40988/14	B GUMA	R	2 769.32	R	390 527.40	R	393 296.72
246	711/16	MV MAFETE	R	2 328.76	R	36 446.68	R	38 775.44
247	1029/15	ML MOLAPISANE	R	2 526.90	R	53 311.90	R	55 838.80
248	1531/15	FL TAUYATSWALA	R	2 182.30	R	32 221.95	R	34 404.25
249	82944/14	ML MARUNGWANA	R	2 409.73	R	50 032.97	R	52 442.70
250	22179/15	MM SKOSANA	R	2 124.39	R	43 411.23	R	45 535.62
251	42305/15	AJ SUTO	R	2 290.83	R	54 264.41	R	56 555.24
252	37362/15	N SHABANGU	R	2 573.12	R	65 030.19	R	67 603.31
253	48265/14	MR MABOGO	R	2 513.54	R	59 251.83	R	61 765.37
254	37368/16	A SEELA	R	2 438.37	R	53 551.69	R	55 990.06
255	17757/16	SE SEEFANE OBO M	R	2 042.52	R	9 579.20	R	11 621.72
256	22175/15	IN MOTOMA	R	2 473.22	R	57 106.38	R	59 579.60
257	40688/13	MM CEBEKHULU	R	2 672.03	R	59 448.59	R	62 120.62
258	14070/12	ZP PHALATSE	R	2 672.03	R	62 996.24	R	65 668.27
259	68890/12	T SEKOME	R	2 672.03	R	46 933.66	R	49 605.69
260	5180/15	NS MATABOGE OBO KD	R	2 672.03	R	66 814.39	R	69 486.42
261	477/15	MF RANGOLO OBO MINORS	R	2 672.03	R	63 598.62	R	66 270.65
262	685/15	NJ DIKWADI	R	2 672.03	R	63 866.44	R	66 538.47
263	132/15	SM MAKATA	R	2 672.03	R	44 429.53	R	47 101.56
264	58474/14	KA LERUMO	R	2 672.03	R	102 388.42	R	105 060.45
265	1894/15	MP MAMONGATO	R	2 672.03	R	85 081.26	R	87 753.29
266	140/15	K NYAHANA OBO MINORS	R	2 397.47	R	24 503.06	R	26 900.53
267	256/16	BS MOLEFE	R	2 375.94	R	20 748.31	R	23 124.25
268	1020/15	PN MABOGALE	R	2 312.62	R	41 459.95	R	43 772.57
269	58365/14	S OOR	R	2 225.68	R	46 637.57	R	48 863.25
270	4612/14	AV SIMONE	R	2 010.11	R	3 061.19	R	5 071.30
271	27774/14	NJ NAKEDI	R	2 225.68	R	46 637.57	R	48 863.25
272	63917/13	J LEBESE	R	2 349.94	R	34 716.10	R	37 066.04
273	128/15	KR MASALA	R	2 672.03	R	250 846.83	R	253 518.86
274	74057/13	PS MABULA	R	2 672.03	R	342 248.64	R	344 920.67
275	522/12	NN MARUMO	R	2 672.03	R	443 780.10	R	446 452.13

276	23157/15	MY CHABANA						
277	8145/17	MM MAKGATO	R	2 672.03	R	301 421.72	R	304 093.75
278	6584/18	DR RAKODI	R	2 672.03	R	254 735.47	R	257 407.50
279	2531/15	MM MOLOANTOA	R	2 672.03	R	162 640.09	R	165 312.12
280	745/12	NP MAHLWANA	R	2 672.03	R	264 130.19	R	266 802.22
281	307/15	PL SAMBO	R	2 672.03	R	255 554.90	R	258 226.93
282	1593/14	J KGAGENG	R	2 672.03	R	202 522.51	R	205 194.54
283	4402/18	MS MFISA	R	2 672.03	R	378 722.24	R	381 394.27
284	309/15	E SEOMA	R	2 672.03	R	311 805.19	R	314 477.22
285	1964/14	ME MOLEKWA	R	2 672.03	R	477 035.61	R	479 707.64
286	1036/15	TS MASVAURE	R	2 672.03	R	203 003.79	R	205 675.82
287	7035/18	MJ CHOLO	R	2 672.03	R	260 695.49	R	263 367.52
288	4224/17	DS MOGASHOA	R	2 672.03	R	154 814.06	R	157 486.09
289	3143/16	MC MAGWAI	R	2 672.03	R	268 645.45	R	271 317.48
290	RAF 181/17	MS MOTHAOLWA	R	2 672.03	R	356 208.49	R	358 880.52
291	RAF 97/17	LS MPOLETSANG	R	2 672.03	R	326 461.77	R	329 133.80
292	63916/13	E MALULEKE	R	2 672.03	R	415 013.13	R	417 685.16
293	95392/16	PS MANTWA	R	2 672.03	R	340 268.48	R	342 940.51
294	RAF 65/17	KJ PIENAAR	R	2 672.03	R	279 073.81	R	281 745.84
295	RAF 176/17	N VOYI	R	2 672.03	R	527 885.66	R	530 557.69
296	2219/18	CS MACHETE	R	2 672.03	R	498 936.13	R	501 608.16
297	24477/17	MA MATLABA OBO MINOR	R	2 672.03	R	136 208.10	R	138 880.13
298	3204/16	NC CHOKOE	R	2 672.03	R	220 837.53	R	223 509.56
299	1168/16	BN RAMOKONE	R	2 672.03	R	135 047.69	R	137 719.72
300	1817/16	TM MAKHULISA	R	2 672.03	R	671 860.80	R	674 532.83
301	60108/17	AA STOFILE	R	2 672.03	R	1 411 308.58	R	1 413 980.61
302	62471/17	RL MAMGUE	R	2 672.03	R	894 250.51	R	896 922.54
303	3106/16	CK NTWAPELO OBO K NTWAPELO	R	2 672.03	R	785 569.74	R	788 241.77
304	4219/17	DW KGABO	R	2 672.03	R	140 290.94	R	142 962.97
305	2291/17	ML GIYANI	R	2 672.03	R	109 808.64	R	112 480.67
306	7407/15	ZB SIBEKO	R	2 672.03	R	1 604 529.64	R	1 607 201.67
			R	2 672.03	R	177 252.68	R	179 924.71

80

307	23583/13	E MALULEKE	R	2 672.03	R	18 831.99	R	21 504.02
308	26066/16	RG SONDLANE	R	2 672.03	R	325 993.82	R	328 665.85
309	45129/12	BM MABOEE	R	2 672.03	R	40 504.84	R	43 176.87
310	29515/16	JC MILANZIE	R	2 672.03	R	279 902.40	R	282 574.43
311	38851/14	TS MABUZA OBO L MABUZA	R	2 672.03	R	19 656.36	R	22 328.39
312	37214/14	T NCUBE	R	2 672.03	R	13 274.72	R	15 946.75
313	330/14	ME ZUMA	R	2 672.03	R	10 892.02	R	13 564.05
314	13673/13	J MOKOENA	R	2 672.03	R	228 297.71	R	230 969.74
315	14532/14	BF TSANDZANA	R	2 672.03	R	376 058.49	R	378 730.52
316	8191/14	MD TJALE	R	2 672.03	R	165 517.99	R	168 190.02
317	25332/18	KR MMOLATLOU	R	2 672.03	R	234 198.99	R	236 871.02
318	34361/18	RS MONAMA	R	2 672.03	R	113 249.24	R	115 921.27
319	8537/16	NJ MAHLANGU	R	2 672.03	R	95 141.54	R	97 813.57
			R	851 928.58	R	168 617 520.70	R	169 469 449.28

"FA2" 52

Fanie Herman
Deputy Sheriff
Sheriff Centurion East
Tel: 012 653 8203
email: movables@sheriffcenturioneast.co.za

ABSA Bank Limited/Beperk PRETORIA CHEQ PROC UNIT 2019 -10- 29 ADMIN 2 / 8106 02 - 62 - 45

South African Board for SHERIFFS Upholding the Dignity of Those We Serve

29th October 2019

NOTICE OF ATTACHMENT IN TERMS OF HIGH COURT RULE 45(8)(c) and RULE 45(12)(a)

IN THE HIGH COURT OF SOUTH AFRICA

In the matter between:

As per attached spreadsheet for Different Attorneys **Applicant**

And

Road Accident Fund **Respondent**

- **TO: ABSA BANK** **(Third Party)**

BALJU CENTURION OOS 9130 CENTURION 0046 2019 -10- 23 TEL: 012 653 8203/09 SHERIFF CENTURION E

Take notice that, in pursuance of a Writ of Execution directed to me under the hand of the **HIGH COURT OF SOUTH AFRICA**, I have this day laid under judicial attachment:

The movable goods, including and incorporeal property of the **ROAD ACCIDENT FUND** the Respondent in and to the claim or right of action that the Respondents has against ABSA Bank **account numbers: 40-9319-6109/ 40-9319-6167 and 40-9319-6206** in respect of the amount of **R169 469 449.28** and all further cost of the execution of the Writs.

- Take further notice that I took possession of ***(to be confirmed by ABSA Legal Department)*** being a writing or document evidencing of the ownership of the Respondent in such property or right. The credit balance in these account numbers amounts to ***(to be confirmed by ABSA Legal Department)***
- **The amount attached in terms of the accompanying Writs of Execution and this Notice of Attachment is to remain in the account until payment thereof is demanded from you by the Sheriff / Deputy Sheriff of the Sheriff Centurion East. You are under no circumstances allowed to release the said amount interdicted by this attachment or to effect payment thereof to any party without the prior written instruction from this office.**

Fanie Herman
Deputy Sheriff
Sheriff Centurion East
Tel: 012 653 8203
email: movables@sheriffcenturioneast.co.za

South African Board for SHERIFFS
Upholding the Dignity of Those We Serve

NB: **This attachment will only be complete as soon as payment of the amounts specified in the Writs of Execution have been demanded from the Respondent or his representative and a copy of the Writs of Execution and the Notice of Attachment have been served on the Respondent.**

Signed in Centurion on this date the 29th October 2019.

Mr. F Herman
Deputy Sheriff

"FA2" 54

NOTICE OF ATTACHMENT IN EXECUTION IN INCORPOREAL PROPERTY OR INCORPOREAL RIGHTS IN PROPERTY (RULE 45(8) (12))

IN THE HIGH COURT OF SOUTH AFRICA

In the matter between: As per spreadsheet for Different Attorneys **Applicant**

And

Road Accident Fund **Respondent**

- **TO: ABSA Bank** **(Third Party)**

Take notice that, in pursuance of a Writ of Execution directed to me under the hand of the **HIGH COURT OF SOUTH AFRICA.** I have this day laid under judicial attachment:

* The right, title and interest of the **ROAD ACCIDENT FUND** the Respondent in and to the claim or right of action that the Respondents has against ABSA Bank **account numbers: 40-9319-6109/ 40-9319-6167 and 40-9319-6206** in respect of the amount of **R289 497 476.06** and all further cost of the execution of the Writs.

* Take further notice that I took possession of .... being a writing or document evidencing the ownership of the Respondent in such property or right. The credit balance in these account number amounts to R..................

* **The amount attached in terms of the accompanying Writs of Execution and this Notice of Attachment is to remain in the account until payment thereof is demanded from you by a Deputy Sheriff of the Sheriff Centurion East. You are under no circumstances allowed to release the said amount interdicted by this attachment or to effect payment thereof to any party without the prior written instruction from this office.**

NB: **This attachment will only be complete as soon as payment of the amounts specified in the Writs of Execution have been demanded from the Respondent or his representative and a copy of the Writs of Execution and the Notice of Attachment have been served on the Respondent.**

Signed in Centurion on this date the 23rd October 2019

Mr. F Herman
Sheriff Centurion East
33 Kersiekoom Crescent, Zwartkop
(012) 653 8203

BALJU CENTURION OOS
9130 CENTURION 0046
2019 -10- 23
TEL: 012 653 8203/09
SHERIFF CENTURION EAST

ABSA Bank Limited
PRETORIA CHEQ PROC UNIT
2019 -10- 23
ADMIN 2 / 8106
62 - 62 - 45

MB van den Berg
23/10/2019
12:25 pm.

"FA2" 58

Fanie Herman
Deputy Sheriff
Sheriff Centurion East
Tel: 012 653 8203
email: movables@sheriffcenturioneast.co.za

South African Board for SHERIFFS
Upholding the Dignity of Those We Serve

13th November 2019

NOTICE OF ATTACHMENT IN TERMS OF HIGH COURT RULE 45(8)(c) and RULE 45(12)(a)

2019 -11- 14
TEL: 012 653 8203/09
SHERIFF CENTURION EAST

IN THE HIGH COURT OF SOUTH AFRICA

In the matter between:

As per attached spreadsheet for K Malao Inc. **Applicant**

And

ROAD ACCIDENT FUND
RECEIVED
2019 -11- 14
STAMP 3
RM (ICT)
ECO GLADES

Road Accident Fund **Respondent**

- **TO: ABSA BANK** **(Third Party)**

Take notice that, in pursuance of a Writ of Execution directed to me under the hand of the HIGH COURT OF SOUTH AFRICA, I have this day laid under judicial attachment:

The movable goods, including and incorporeal property of the ROAD ACCIDENT FUND the Respondent in and to the claim or right of action that the Respondents has against ABSA Bank **account numbers: 002 0000 422, 002 0560 363, 409 3196 159, 409 3196 183, 409 3196 191 and 409 3196 206** in respect of the amount of **R4 365 133.95** and all further cost of the execution of the Writs.

* Take further notice that I took possession of ***(to be confirmed by ABSA Legal Department)*** being a writing or document evidencing of the ownership of the Respondent in such property or right. The credit balance in these account numbers amounts to ***(to be confirmed by ABSA Legal Department)***

* **The amount attached in terms of the accompanying Writs of Execution and this Notice of Attachment is to remain in the account until payment thereof is demanded from you by the Sheriff / Deputy Sheriff of the Sheriff Centurion East. You are under no circumstances allowed to release the said amount interdicted by this attachment or to effect payment thereof to any party without the prior written instruction from this office.**

Fanie Herman
Deputy Sheriff
Sheriff Centurion East
Tel: 012 653 8203
email: movables@sheriffcenturioneast.co.za

South African Board for SHERIFFS
Upholding the Dignity of Those We Serve

NB: This attachment will only be complete as soon as payment of the amounts specified in the Writs of Execution have been demanded from the Respondent or his representative and a copy of the Writs of Execution and the Notice of Attachment have been served on the Respondent.

Signed in Centurion on this date the 13th November 2019.

Mr. F Herman
Deputy Sheriff

"FA2"s

OFFICE OF THE SHERIFF:
CENTURION EAST

MRS SE DHLAMINI

SOUTH AFRICAN SHERIFFS

PO BOX 9130, CENTURION, 0046
012 653 8203/9 [T]
012 653 8232 [F]

Road Accident Fund

2 Eco Glades Office Park

420 Witch Hazel Avenue

Centurion

14 November 2019

Attention: Acting Chief Executive Officer: Mr C Letsoalo

Acting Chief Financial Officer: Mr V Songelwa

RE: WRIT OF EXECUTION ATTACHING ROAD ACCIDENT FUND BANK ACCOUNT

1. We have received a complaint from the South African Board for Sheriffs relating to an investigation that was done by one of your managers Mr Werner from the Forensic Investigation Unit.
2. We also received a letter dated 7 November 2019 from Molefe Dlepu Attorneys requesting that the Sheriff stop all bank attachments. In the absence of any Court Order this office has no option as regulated by the Sheriffs Act 90 of 1986 and the Regulations thereto to continue to execute Court Orders that are received.
3. We have in our possession an instructing from an Attorney to serve Writs on an urgent basis to the following bank accounts :

   Absa Bank Account Number: 0020000422
   Absa Bank Account Number: 0020560363
   Absa Bank Account Number: 4093196159
   Absa Bank Account Number: 4093196183
   Absa Bank Account Number: 4093196191
   Absa Bank Account Number: 4093196206

4. Because of the pending complaint I thought it is important that I inform you of the latest development .

Yours in Service

SE Dhlamini

Sheriff Centurion East

"FA3" 58

I, Marius Werner, an adult male, state as follow in English:

1.

I have been in the employ of the Road Accident Fund (RAF) since 2002. I have been the Senior Manager for External Investigations of the Forensic Investigation Department (FID) since 2010. I am responsible to manage the duties and functions of the FID External and as such has access to all documents, ICT records, offices and staff of the RAF. I have FID offices in Pretoria, Johannesburg, Durban, East London, and Cape Town. Each office consists of a manager, three to four senior investigators, a number of investigators and a few assistants.

2.

The RAF was established by the Road Accident Fund Act, 1996 (Act No. 56 of 1996) & RAF Amendment Act, 2005 (Act No. 19 of 2005) which mandates the RAF to make provision for:

- Payment of compensation in accordance with this Act for loss or damage wrongfully caused by the negligent driving of a motor vehicle
- Providing compulsory cover to all users of South African roads against injuries sustained or death arising from accidents involving motor vehicles within the borders of South Africa

The RAF is a National Public Entity in terms of Schedule 3A of the Public Finance Management Act, Act 1 of 1999.

Several Constitutional Court Rulings and legal precedents have shaped the mandate of the RAF.

The RAF is called on to:

- Provide a social security safety net
- Indemnify, rehabilitate and compensate the injured
- Promote the safe use of all South African roads

3.

The RAF is liable to compensate a person who had been injured in a motor vehicle accident that took place on a South African road where at least 1% negligence can be proven on the side of another person driving a motor vehicle. When 1% negligence had been established, the RAF accepts liability. The next step is then to determine quantum through establishing the nature and extent of the injuries.

4.

An injured person can elect to either claim directly from the RAF or make use of the services of an attorney. Where an attorney has been mandate by a claimant through a power of attorney, an offer for compensation will be sent to the attorney. When the claimant through his/her attorney, accepts the offer by RAF, payment is made to his/her trust account. Where the offer is not accepted, the matter is litigated and settled by way of a court order. On receipt of a court order, the RAF will pay the relevant amount into the trust account of the attorney. The court order is loaded onto the payment system of the RAF where it normally waits for 150 days before payment is made due to RAF financial position. This is done because the RAF has more court orders for payment than it has available funds and the RAF therefor has to manage its funds.

5.

The RAF continues to face financial challenges and this has put more strain on its ability to carry out its mandate. The main reason for this is that the funding model is not matched with the influx of claims into the RAF is increasing year on year. This while the RAF received a 30c/l increase in fuel levy for the 2018/19 financial year. This resulted in the levy being 193c/l for the 2018/19 financial year. The increase was not enough to cover the RAF's financial obligations. As a result of this, the balance of Claims Creditors at 31 January 2019 is R10.15 billion.

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6.

The information above is to illustrate why the RAF is forced to manage payments, unfortunately some attorneys or service providers are not prepared to wait and they go to lengths to expedite their payments ranging from bribing RAF employees to obtaining a writ and instructing the Sheriff to attach the bank account of the RAF. This is one of the areas of concern where the FID is requesting assistance from the South African Board of Sheriffs.

7.

The FID is currently conducting an investigation into a practice where the attorneys are paid by the RAF but still proceed to issue a writ and attach the bank account and so get double compensation. The FID proceeded to get data from the past Financial Year (FY) 1 April 2018 to 31 March 2019 and discovered that there were 506 such instances involving an amount of R142 359 577 awarded for Loss of Earnings.

7.1

Two examples are Link number 3472145 where JD Skhosana Attorneys were paid R283 160.50 on 8 May 2018 and Sheriff Centurion attached the RAF's bank account on 1 November 2018 for an amount of R299 093. 08. This amount consist of R283 160.50 for Loss of Earnings, R13 196.06 for interest and R2 736.52 for Sheriff Costs.

7.2

The second one is Link number 3581724 where Ntshangase Attorneys were paid R711 325.60 on 17 May 2018. This amount consisted of R311 325.60 for Future Loss of Earnings and R400 000 General Damages. On 1 November 2018, Sheriff Centurion East attached the RAF bank account for the same claim in the amount of R732 607.26. This amount is broken down in R311 325.60 Future Loss of Earnings, R 400 000 General Damages, R18 621.14 for interest and R2 660.52 Sheriff Costs.

7.3

There are cases where Sheriff Centurion East was paid twice by the RAF. An example of this is Link Number 3942172 Sheriff Pretoria East issued a writ against the RAF for payment of R113 114 for Future Loss of Earnings and R300 00 for General Damages. Payment was requested on 3 August 2018 but only effected on 26 November 2018. Sheriff Centurion was paid the same amounts for the same Link number on 1 November 2018 after he attached the bank account of the RAF.

8

On 13 September 2019, the Sheriff Centurion East communicated with the RAF, stating that he wanted to return an amount of R63 484 322 that he received after attaching the RAF's bank account. **(See Annexure A)** On 2 October 2019 the money was paid over from the account of Sheriff Centurion East. However, on 26 September 2019, the Sheriff Centurion East serves a writ for attachment of the RAF's bank account to the amount of R294 777 682. The Sheriff also attached the RAF Bank Account to the same amount of R63 484 322 refunded on 2 October 2019. This is a clear admission by the sheriff that his financial records are not managed properly in terms of good corporate governance.

9

A further example of concern is e-mail correspondence between the RAF, Werner Boshoff Incorporated (WB-Inc) and the Sheriff Centurion East. On 18 September 2019, the RAF informed WB-Inc that the money for a claim of EC Van der Merwe was paid to Sheriff Centurion East on 1 November 2018 already. WB-Inc then sends an e-mail to Sheriff Centurion East on 19 September 2019 requesting them to confirm this payment. There is no response and the request for confirmation by WB-Inc is sent again on 25 September 2019. The

SM

first e-mail from Sheriff Centurion East is dated 27 September 2019 stating that Mr Herman will be back in the office on Monday. On 30 September 2019, there is an e-mail from a Mr Fanie Herman from Sheriff Centurion East to WB-Inc stating that he cannot find the payment that was "allegedly" made. The RAF responds by sending a screenshot of the payment to both the Sheriff and WB-Inc and WB-Inc responds by asking the Sheriff whether he has seen the screenshot. The Sheriff then responds by stating that they did receive the screenshot but is still unable to trace the funds. He then proceeds, in an unprofessional manner, by stating that this would not be the first time the RAF has alleged to have paid them when it did not. The matter is escalated to RAF Treasury who sends proof that the money was received by the Sheriff via a bank attachment on 17 October 2018. The Sheriff only then admits that he has the funds and will pay it over to WB-Inc. This is almost a year after the money was received by the Sheriff **(See Annexure B)**.

10

The Sheriff also insists that after, a bank attachment, he be paid within 48 hours. This is despite Sec 45 (7) (a) of the High Court Rules that states that the Sheriff is only allowed to effect payments of property attached after the expiration of 15 working days. This leaves the RAF with very little time to verify whether the matter has not already been paid. This is compounded by the fact that this sheriff does not carry our writs for bank attachments like other Sheriffs are compelled by law by attaching the account every time for each individual writ. He collects a number of writs and then serves them as bulk which complicates our financial reconciliations. A case in point is the 547 writs he served on 26 September 2019. This makes it impossible for the RAF to conduct due diligence checks and this has led to duplicate payments. The RAF considers these actions as unprofessional and maladministration by the Sheriff. **(See Annexure C)**

11

The final proof that the records of the Sheriff Centurion East is in total disarray is the fact that he has served and attached the RAF's bank account on the same matters twice for 311 times **(See Annexure D)**.

The files in Column A was paid on the dates as reflected in Column B for the amounts as reflected in Column C of the attached records. The amount of the overpayment, excluding interest and Sheriffs Costs amounts to R 84 481 600. These are public funds regulated in terms of the Public Finance Management Act, Act 1 of 1999, as amended. These public funds are intended to compensate victims of car crashes and they are now deposited into the trust account of a Sheriff who acts in an unethical manner that does not allow the RAF to verify for duplicate payments when over 100 writs are served at once.

12

The RAF formally requests the South African Board of Sheriffs to freeze the account of the Sheriff Centurion East and to appoint an inspector as contemplated in Sec 56 of the Sheriff's Act, Act 90 of 1986 to perform the powers as contemplated in Sec 57 of this Act especially to conduct a full audit to determine whether all amounts received by the Sheriff Centurion East from the RAF has been paid over to the correct attorneys and what happened to the duplicate payments received by him. The inspector must investigate the possibility that the Sheriff and Deputy Sheriff committed acts of improper conduct as specified in Sec 43 (a), (b) and (e) of the Sheriffs Act. The RAF is also requesting that the Sheriff and Deputy Sheriff, Mr Fanie Herman, be suspended in terms of Sec 50 of the Sheriff's Act pending this investigation. The RAF is willing to assist further on this investigation by providing the necessary resources to the Sheriff's Board.

I certify that the above statement was taken by me and that the deponent has acknowledged that he/she knows and understands the contents of this statement. This statement was sworn to /affirmed before me and deponent's signature/ mark/ thumbprint was placed thereon in my presence

at Sinoville on 2019-10-15 at 14:35

7165063
(Signature) Commissioner of Oaths

Bolckwes Suzan
Full First names and Surname in Block letters

257 Konavie Street
Business Address (Street Address)

Sinoville

Constable
Rank

SA POLICE SERVICES

SOUTH AFRICAN POLICE SERVICE
COMMUNITY SERVICE CENTRE
SINOVILLE

2019 -10- 15

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