

Case No: 9966/19

In the matter between: -

**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

Applicant/Plaintiff

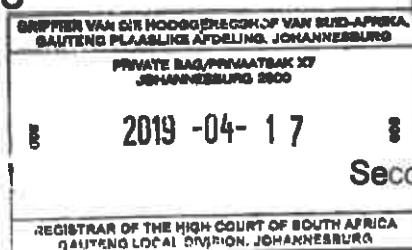
- and -

**PEO PATRICK BOAKGOMO**  
(ID: 810414 5592 087)

First Respondent/Defendant

**PULE MOLAPO**  
(ID: 810124 5466 089)

Second Respondent/Defendant



---

**NOTICE OF APPLICATION FOR SUMMARY JUDGMENT**

---

**BE PLEASED TO TAKE NOTICE** that an Application will be made on behalf of the Applicant/Plaintiff to the above honourable court on 23 May 2019 at 10h00 or so soon thereafter as the matter may be heard for summary judgment to be entered against the First and Second Respondents/Defendants, jointly and severally, the one to pay the other to be absolved in this action as follows, namely: -

1. Payment of the amount of R500 000.00 (five hundred thousand rand) by the First and Second Defendants to the Plaintiff;
2. Interest on the aforesaid amount at the rate of 10% per annum *a tempora morae* to date of final payment;
3. Costs of suit;
4. Further and/or alternative relief.

**UNDER THE FOLLOWING CIRCUMSTANCES: -**

- i. The Plaintiff's summons was duly served on the Defendant on 18 March 2019;
- ii. The Defendant delivered a notice of intention to defend to the Plaintiff's Attorneys on 27 March 2019;
- iii. The above date of hearing of this Application is not less than ten (10) days from the date of delivery hereof.

**BE PLEASED TO TAKE FURTHER NOTICE** that the affidavit in support of application for summary judgment of **Japtha Mookang** which is annexed hereto, will be used in support of this application and that the First and Second Defendants may reply thereto by affidavit in accordance with the Rules of the above honourable court.

**DATED AT JOHANNESBURG ON THIS 9<sup>th</sup> DAY OF APRIL 2019.**




---

**ULRICH ROUX AND ASSOCIATES**  
Attorneys for the Applicant/Plaintiff  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
Parkhurst  
**JOHANNESBURG**  
tel: (011) 4554 4641  
e-mail: [vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)  
ref: UR/VDSF/MU1460

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT  
JOHANNESBURG**

**AND TO: SEOKANE INCORPORATED**  
**Attorneys for First and Second Respondents/Defendants**  
Unit 3, The Firs Complex  
No 5 Humber Street  
**WOODMEAD**  
tel: (011) 803 0292  
fax: (011) 803 0293  
e-mail: admin@seokaneinc.co.za  
modlegi@seokaneinc.co.za  
ref: PB – 1887/19

Received a copy hereof on this the 16<sup>th</sup>  
day of April 2019.  
  
o.b.o Attorneys for First and Second  
Respondents/Defendants

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION, JOHANNESBURG**

**Case No: 9966/19**

In the matter between: -

**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

**Applicant/Plaintiff**

- and -

**PEO PATRICK BOAKGOMO**  
(ID: 810414 5592 087)

**First Respondent/Defendant**

**PULE MOLAPO**  
(ID: 810124 5466 089)

**Second Respondent/Defendant**

---

**AFFIDAVIT IN SUPPORT OF SUMMARY JUDGMENT**

---

I, the undersigned,

**JAPTHA MOOKANG**


do hereby make oath and state that: -

1. I am a major self-employed male with full legal capacity, with identity number 780213 5358 08 5. I currently reside at No. 119 Broadacres Country Estate, Fourways and I am the Plaintiff in this action, as such, I am duly authorised to depose of this affidavit.
2. The facts herein contained are within my personal knowledge, save where it is indicated to the contrary and/or except where the contrary clearly appears from the context hereof, and are to the best of my belief both true and correct.

S.J.M

SC

3. I am able to swear positively to the facts upon which my cause of action is based.
4. I confirm that the First and Second Respondents/Defendants are indebted to me jointly and severally, the one to pay the other to be absolved as set out herein below and on the grounds as stated in my summons and particulars of claim, namely: -
  - i) Payment of the amount of R500,000 (five hundred thousand rand) by the First and Second Defendants to the Plaintiff;
  - ii) Interest on the aforesaid amount at the rate of 10% per annum *a tempora morae* to date of final payment;
  - iii) Costs of suit;
  - iv) Further and/or alternative relief.
5. I positively swear to the facts and verify my good and valid cause of action against the Defendant as set out in my summons and particulars of claim.
6. I enclose herewith a copy of the First and Second Defendants' Notice of Intention to Defend, marked Annexure "A", which was served on my Attorneys on 27 March 2019.
7. I verily believe that the First and Second Defendants have no *bona fide* defence to my claim and that the Notice of Intention to Defend has been delivered solely for the purposes of delay.
8. In the premises, I respectfully request the above honourable court to grant an order in terms of the Application to which this Affidavit is attached.

  
JAPHTA MOOKANG

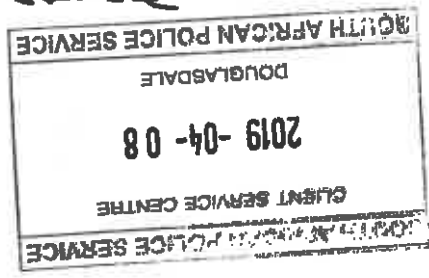
S. J. M.  
cc

I CERTIFY THAT ON THE 18 DAY OF April 2019 AND IN MY PRESENCE AT Dunbar THE DEPENDENT SIGNED THIS AFFIDAVIT AND DECLARED THAT HE KNEW AND UNDERSTOOD THE CONTENTS HEREOF, HAD NO OBJECTIONS TO TAKING THE OATH AND COSIDERED THIS OATH TO BE BINDING ON HIS CONSCIENCE AND UTTERED THE WORDS "I SWEAR THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE, SO HELP ME GOD".

*[Handwritten signature]*

COMMISSIONER OF OATHS  
FULL NAME AND SURNAME:  
ADDRESS:  
CAPACITY:  
STAMP:

*[Handwritten signature]*  
*[Handwritten address]*  
*[Handwritten capacity]*



S.J.M.  
*[Handwritten initials]*

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION JOHANNESBURG

"A"  
COPY

CASE NO: 9966/19

In the matter between:

JAPTHA MOOKANG  
(ID: 780213 5358 085)

PLAINTIFF

And

PEO PATRICK BOAKGOMO  
(ID: 810414 5592 087)

FIRST DEFENDANT

PULE MOLAPO  
(ID: 810124 5466 089)

SECOND DEFENDANT

---

NOTICE OF INTENTION TO DEFEND

---

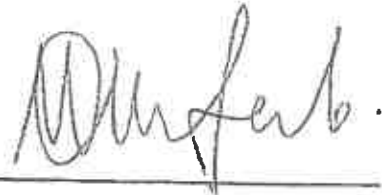
BE PLEASED TO TAKE NOTICE that the First and Second Defendant hereby enter an appearance to defend the matter and choose the address of the undersigned as the address at which they will receive all services and correspondence in relation to this matter.

TAKE FURTHER NOTICE that the First and Second Defendant is prepared to accept service of all subsequent documents, pleadings and notices in the above matter, other than the physical address by way of electronic mail at [admin@seokaneinc.co.za](mailto:admin@seokaneinc.co.za) and [modlegl@seokaneinc.co.za](mailto:modlegl@seokaneinc.co.za).

DATED AT WOODMEAD ON THIS THE 26<sup>TH</sup> DAY OF MARCH 2019.

S.J.M.

SE



**SEOKANE INCORPORATED**  
1<sup>ST</sup> AND 2<sup>ND</sup> Defendant's Attorneys  
Unit 3, The Firs Complex  
No 5 Humber Street  
Woodmead, 2191  
Tel: 011 803 0292  
Fax: 011 803 0293  
Email: [admin@seokaneinc.co.za](mailto:admin@seokaneinc.co.za)  
[modlegi@seokaneinc.co.za](mailto:modlegi@seokaneinc.co.za)  
Ref: PB 1887/19

**TO: THE REGISTRAR OF THE ABOVE  
HONOURABLE COURT - JOHANNESBURG**

**AND TO: ULRICH ROUX AND ASSOCIATES**  
Plaintiff's Attorneys  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
Parkhurst  
Johannesburg  
Tel: (011) 455 4641  
Email: [Ulrich@rouxlegal.com](mailto:Ulrich@rouxlegal.com)  
[Vanessa@rouxlegal.com](mailto:Vanessa@rouxlegal.com)  
Ref: UR/VDSF/MU1460

**Received URA INC**

Date: 27/03/2019  
10:48

Received a copy hereof on this

the            day of            2019.



**PLAINTIFF'S ATTORNEYS**

S.J.M.  
S.M.



25

IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)

Case No: 9966/19

In the matter between: -

**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

Applicant/Plaintiff

- and -

**PEO PATRICK BOAKGOMO**  
(ID: 810414 5592 087)

First Respondent/Defendant

**PULE MOLAPO**  
(ID: 810124 5466 089)

Second Respondent/Defendant




---

**NOTICE OF SET DOWN**

---

**BE PLEASED TO TAKE NOTICE** that the Applicant's/Plaintiff's Application for Summary Judgment is hereby set down for hearing at the above honourable court for 23 May 2019 at 10h00 or so soon thereafter as the matter may be heard.

**DATED AT JOHANNESBURG ON THIS 14<sup>th</sup> DAY OF MAY 2019.**

  
**ULRICH ROUX AND ASSOCIATES**  
Attorneys for the Applicant/Plaintiff  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
Parkhurst  
**JOHANNESBURG**  
tel: (011) 4554 4641  
e-mail: [vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)  
ref: UR/VDSF/MU1460

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT  
JOHANNESBURG**

26

**AND TO: SEOKANE INCORPORATED**  
**Attorneys for First and Second Respondents/Defendants**  
1 Maxwell Drive  
Sunninghill  
**SANDTON**  
**tel: (011) 803 0292**  
**fax: (011) 803 0293**  
**e-mail: admin@seokaneinc.co.za**  
**modiegi@seokaneinc.co.za**  
**ref: PB – 1887/19**

Service via e-mail as agreed.

\*19/9966

\*23 May 2019

\*U

\*S

JAPHTA MOOKANG  
and  
PEO PATRICK BOAKGOMO

Applicant  
  
Respondent

Case No. (year first e.g. 92/1236)  
Date of hearing.  
U(unopposed/OP (opposed)  
Case type (see OPTIONS)  
NAMES OF PARTIES  
(Surname, then initials.  
  
(1<sup>st</sup> plaintiff and 1<sup>st</sup> defendant only.)  
  
Pigeon hole No.

Family Law	Payment	Various	Solvency
E Divorce	D Default Judgment	T Interlocutory	R Rehabilitation
N Rule 43	S Summary Judgment	I Interdict	B Surrender
C Custody	P Provisional Judgment	H Review	PS Provisional Sequestration
F Interdict	Other (specify )	V Declaratory	FS Final Sequestration
			FL Final Liquidation

**NOTICE OF SET DOWN  
IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

To The Registrar :  
HIGH COURT OF SOUTH AFRICA  
(JOHANNESBURG)

Kindly set the above matter down in  
accordance with the above information



**DATED AT JOHANNESBURG ON THIS THE 14<sup>th</sup> DAY OF MAY 2019.**

**AND TO:**  
**SEOKANE INCORPORATED**  
1 Maxwell Drive  
Sunninghill  
Sandton  
tel: (011) 803 0292  
fax: (011) 803 0293  
e-mail: admin@seokaneinc.co.za  
ref: PB – 1887/19

*[Handwritten Signature]*  
Signature

**ULRICH ROUX AND ASSOCIATES**  
Attorneys for Plaintiff  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue,  
Parkhurst  
**JOHANNESBURG**  
tel: (011) 455 4641  
e-mail: ulrich@rouxlegal.com  
vanessa@rouxlegal.com  
ref: UR/VDSF/MU1460

Service via e-mail as agreed.

## Kelly van der Berg

---

**From:** Kelly van der Berg <kelly@rouxlegal.com>  
**Sent:** Wednesday, 15 May 2019 09:21  
**To:** 'admin@seokaneinc.co.za'; 'modiegi@seokaneinc.co.za'  
**Cc:** 'Vanessa Da Silva Faria'  
**Subject:** RE: J Mookang / P Boakgomo & Another  
**Attachments:** Index to Application for Summary Judgment.pdf; Notice of Set Down and Computerised Set Down.pdf

Dear Sirs,

The abovementioned matter as well as the telephonic discussion between writer hereof and Mulalo of your offices of earlier today refers.

As discussed, kindly find attached the following documentation as service on yourselves by e-mail, as agreed, namely:-

1. Index to Application for Summary Judgment; and
2. Notice of Set Down, including computerised Notice of Set Down.

Regards

Kelly van der Berg

**ULRICH ROUX & ASSOCIATES**

The logo for Ulrich Roux & Associates, consisting of the letters 'URA' in a large, bold, serif font.

**T +27 11 455 4640 M +27 71 682 1029 E [kelly@rouxlegal.com](mailto:kelly@rouxlegal.com) W [rouxlegal.com](http://rouxlegal.com)**  
**2<sup>nd</sup> Floor | Parkhurst Square | 38 4th Avenue | Parkhurst | Johannesburg | 2193**

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**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

**CASE NO: 2019/09966**

**JOHANNESBURG, 23 May 2019  
BEFORE THE HONOURABLE ACTING JUDGE MALUNGANA**

In the matter between:

**JAPHTA MOOKANG**

**Applicant/Plaintiff**

and

**PEO PATRICK BOAKGOMO  
PULE MOLAPO**

**1<sup>st</sup> Respondent/Defendant  
2<sup>nd</sup> Respondent/Defendant**

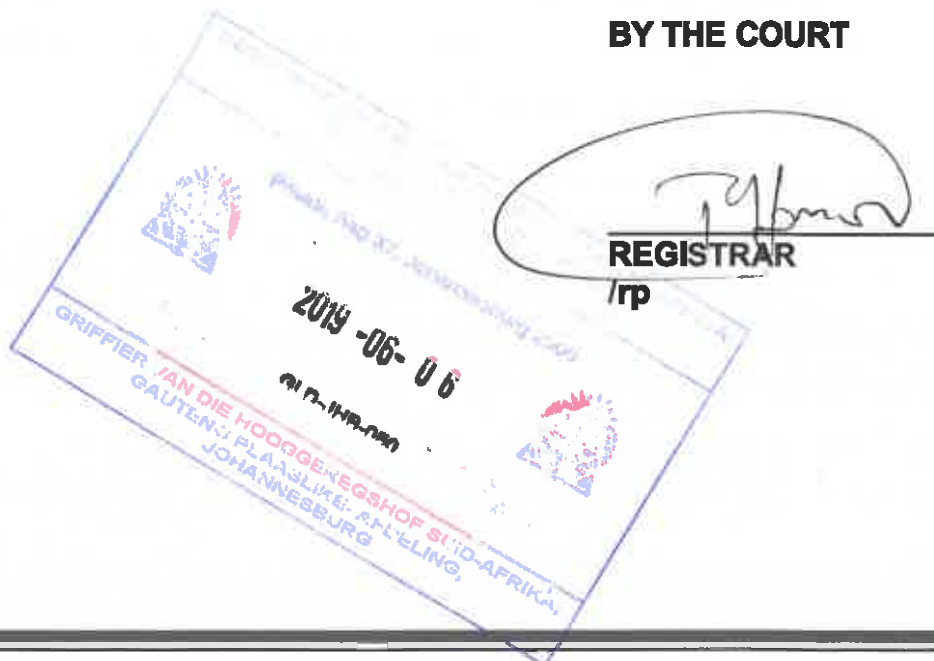
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**HAVING read the documents filed of record and having considered that matter:-**

**IT IS ORDERED THAT**

1. The matter is removed from the roll by notice.

**BY THE COURT**



IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)

Case No: 9966/19

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**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

Applicant/Plaintiff

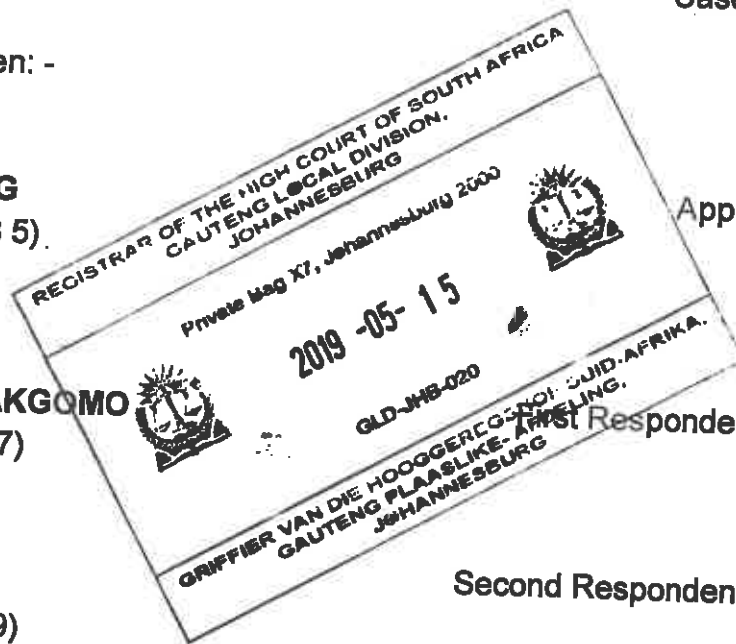
- and -

**PEO PATRICK BOAKGOMO**  
(ID: 810414 5592 087)

First Respondent/Defendant

**PULE MOLAPO**  
(ID: 810124 5466 089)

Second Respondent/Defendant



**INDEX TO APPLICATION FOR SUMMARY JUDGMENT**

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DATED AT JOHANNESBURG ON THIS 14<sup>th</sup> DAY OF MAY 2019.



---

**ULRICH ROUX AND ASSOCIATES**  
Attorneys for the **Applicant/Plaintiff**  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
Parkhurst  
**JOHANNESBURG**  
tel: (011) 4554 4641  
e-mail: [vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)  
ref: UR/VDSF/MU1460

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT  
JOHANNESBURG**

**AND TO: SEOKANE INCORPORATED**  
Attorneys for **First and Second Respondents/Defendants**  
1 Maxwell Drive  
Sunninghil  
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tel: (011) 803 0292  
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[modiegi@seokaneinc.co.za](mailto:modiegi@seokaneinc.co.za)  
ref: PB – 1887/19

Service via e-mail as agreed

## Kelly van der Berg

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**From:** Kelly van der Berg <kelly@rouxlegal.com>  
**Sent:** Wednesday, 15 May 2019 09:21  
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Regards

Kelly van der Berg

**ULRICH ROUX & ASSOCIATES**

The logo for Ulrich Roux & Associates (URA) features the letters 'URA' in a large, bold, serif font. The letters are dark grey with a subtle, textured effect, giving them a three-dimensional appearance. The 'U' and 'R' are connected at the top, and the 'A' is slightly offset to the right.

T +27 11 455 4640 M +27 71 682 1029 E [kelly@rouxlegal.com](mailto:kelly@rouxlegal.com) W [rouxlegal.com](http://rouxlegal.com)  
2<sup>nd</sup> Floor | Parkhurst Square | 38 4th Avenue | Parkhurst | Johannesburg | 2193

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IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)

Case No: 9966/19

In the matter between: -

**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

Applicant/Plaintiff

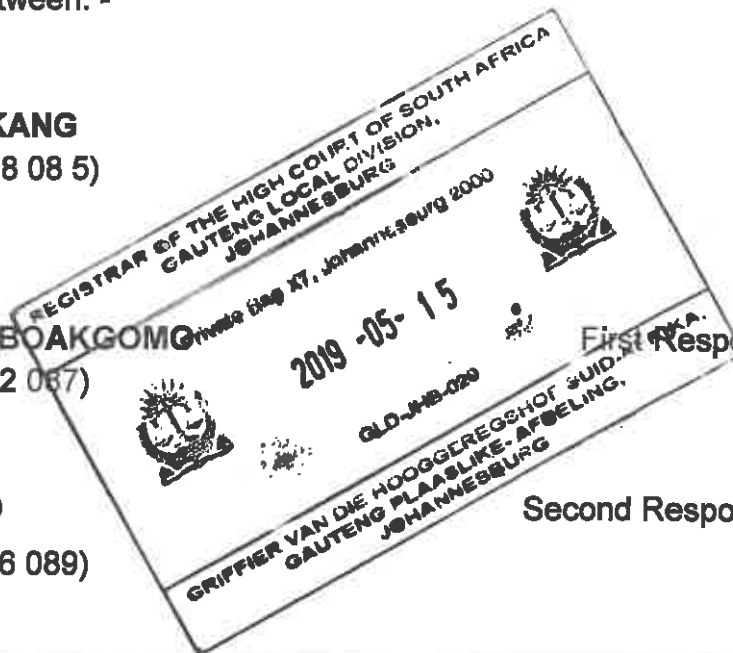
- and -

**PEO PATRICK BOAKGOMG**  
(ID: 810414 5592 087)

First Respondent/Defendant

**PULE MOLAPO**  
(ID: 810124 5466 089)

Second Respondent/Defendant



---

**FILING SHEET**

---

**DOCUMENTS PRESENTED FOR SERVICE & FILING:**

- Summons and particulars of claim; and
- Return of Service

**DATED AT JOHANNESBURG ON THIS 14<sup>th</sup> DAY OF MAY 2019.**

  
**ULRICH ROUX AND ASSOCIATES**  
Attorneys for the Applicant/Plaintiff  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
Parkhurst  
**JOHANNESBURG**  
tel: (011) 4554 4641  
e-mail: [vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)  
ref: UR/VDSF/MU1460

Case No: 9966/19

In the matter between: -

**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

Applicant/Plaintiff

- and -

**PEO PATRICK BOAKGOMO**  
(ID: 810414 5592 087)

First Respondent/Defendant

**PULE MOLAPO**  
(ID: 810124 5466 089)

Second Respondent/Defendant

**INDEX TO APPLICATION FOR SUMMARY JUDGMENT**

PRIVATE BAG/PRIVATBAG 37 JOHANNESBURG 2000	
2019	04-17
REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG LOCAL DIVISION JOHANNESBURG	

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DATED AT JOHANNESBURG ON THIS 9<sup>th</sup> DAY OF APRIL 2019.

  
**ULRICH ROUX AND ASSOCIATES**  
Attorneys for the Applicant/Plaintiff  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
Parkhurst  
**JOHANNESBURG**  
tel: (011) 4554 4641  
e-mail: [vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)  
ref: UR/VDSF/MU1460

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT  
JOHANNESBURG**

**AND TO: SEOKANE INCORPORATED**  
Attorneys for First and Second Respondents/Defendants  
Unit 3, The Firs Complex  
No 5 Humber Street  
**WOODMEAD**  
tel: (011) 803 0292  
fax: (011) 803 0293  
e-mail: [admin@seokaneinc.co.za](mailto:admin@seokaneinc.co.za)  
[modiegi@seokaneinc.co.za](mailto:modiegi@seokaneinc.co.za)  
ref: PB – 1887/19

Received a copy hereof on this the 16<sup>th</sup>  
day of April 2019.

  
o.b.o Attorneys for First and Second  
Respondents/Defendants

IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION, JOHANNESBURG

COPI

Case Number: 9966/19

In the matter between:-

**JAPTHA MOOKANG**  
(ID: 780213 5358 08 5)

Plaintiff

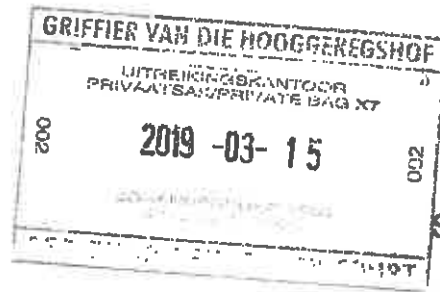
- and -

**PEO PATRICK BOAKGOMO**  
(ID: 810414 5592 08 7)

First Defendant

**PULE MOLAPO**  
(ID: 810124 5466 08 9)

Second Defendant



---

**COMBINED SUMMONS**

---

**TO:** THE SHERIFF OR HIS / HER DEPUTY:

**INFORM:** Peo Patrick Boakgomo, with identity number 810414 5592 08 7, a major male with full legal capacity, and currently residing at No 245 Kayalami Glen, Kyalami, 1684, and who is currently self-employed at Kagisano NPO, which is situated at Ground Floor, Building 212, The Palms Office Park, 507 Nupen Crescent, Midrand, 1685 (hereinafter referred to as "the First Defendant")

**AND:** Pule Molapo, with identity number 810124 5466 08 9, a major male with full legal capacity, currently residing at No 94 Northriding Manor, Unit 24, Bellairs Road, Northriding, 2108, and who is currently employed by Kagisano NPO, which is situated at Ground Floor, Building 212, The Palms Office Park, 507 Nupen Crescent, Midrand, 1685, and whose full and further particulars are to the plaintiff unknown, (hereinafter referred to as "the Second Defendant")

**THAT: Japtha Mookang**, with identity number 780213 5358 08 5, a major self-employed male with full legal capacity, and currently residing at No 119 Broadacres Country Estate, Fourways, (hereinafter referred to as "**the Plaintiff**")

hereby institutes action against the Defendant in which action the Plaintiff claims the relief on the grounds as set out in the **Particulars of Claim** annexed hereto.

**INFORM** the Defendant further that if the Defendant disputes the claim and wishes to defend the action, the Defendant shall -

- (i) Within **10 (TEN)** days of the service upon the Defendant of this Summons, file with the Clerk of this Court at the **Corner of Pritchard and Kruis Streets, Johannesburg**, notice of the Defendant's intention to defend and serve a copy thereof on the Attorneys of the Plaintiff, which notice shall give an address referred to in **Rule 13(3)** for the service upon the Defendant of all notices and documents in the action.
- (ii) Thereafter and within **20 (TWENTY)** days after filing and serving notice of intention to defend as aforesaid, file with the Clerk of the Court and serve upon the Plaintiff's Attorneys a Plea, Exception, Notice to strike out, with or without a Counter Claim.

**INFORM** the Defendant further that if the Defendant fails to file and serve notice as aforesaid, judgment as claimed may be given against the Defendant without further notice to the Defendant, or if, having filed and served such notice, the Defendant fails to plead, except, make application to strike out or counter claim, Judgment may be given against the Defendant.

**AND** immediately thereafter serve on the Defendant a copy of this summons and return the same to the Clerk with whatsoever you have done thereupon.

**DATED AT JOHANNESBURG ON THIS THE 14<sup>th</sup> DAY OF MARCH 2019.**

---

**REGISTRAR OF THE COURT**



(sgd) K SMITH

**ULRICH ROUX AND ASSOCIATES**

Attorneys for Plaintiff

2<sup>nd</sup> Floor, Parkhurst Square

38 4<sup>th</sup> Avenue

**PARKHURST**

Johannesburg

tel: (011) 455 4641

e-mail: [Ulrich@rouxlegal.com](mailto:Ulrich@rouxlegal.com)

[vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)

ref: UR/VDSF/ MU1460

## PARTICULARS OF CLAIM

1.

The Plaintiff is **Japtha Mookang**, with identity number 780213 5358 08 5, a major self-employed male with full legal capacity, and currently residing at No 119 Broadacres Country Estate, Fourways, (hereinafter referred to as "**the Plaintiff**").

2.

The First Defendant is **Peo Patrick Boakgomo**, with identity number 810414 5592 08 7, a major male with full legal capacity, and currently residing at No 245 Kayalami Glen, Kyalami, 1684, and who is currently self-employed at Kagisano NPO, which is situated at Ground Floor, Building 212, The Palms Office Park, 507 Nupen Crescent, Midrand, 1685 (hereinafter referred to as "**the First Defendant**").

3.

The Second Defendant is **Pule Molapo**, with identity number 810124 5466 08 9, a major male with full legal capacity, currently residing at No 94 Northriding Manor, Unit 24, Bellairs Road, Northriding, 2188, and who is currently employed by Kagisano NPO, which is situated at Ground Floor, Building 212, The Palms Office Park, 507 Nupen Crescent, Midrand, 1685, and whose full and further particulars are to the plaintiff unknown, (hereinafter referred to as "**the Second Defendant**").

4.

On or about 20 April 2016, and at or near Kayalami, the Plaintiff and the Defendants entered into an oral agreement, (herein after referred to as "**the first agreement**").

5.

During the conclusion of the aforesaid agreement, the Plaintiff was duly represented by himself. The First and Second Defendants were duly represented by themselves during the conclusion of the agreement.

6.

The express, *alternatively* implied, *further alternatively* tacit material terms of the first agreement entered into between the Plaintiff and the Defendants were *inter alia* that the Plaintiff and the Defendants would purchase a mobile stage advertising truck, (hereinafter referred to as "the vehicle").

7.

It was further agreed between the parties that the purchase price of the vehicle, namely R3 000 000.00 (three million rand), would be jointly shared between the three parties, which resulted in each party making payment of R1 000 000.00 (one million rand) towards the vehicle.

8.

During or about October 2017, the Plaintiff and the First and Second Defendants entered into a further oral agreement, (hereinafter referred to as the second agreement").

9.

The express, *alternatively* implied, *further alternatively* tacit material terms of the second agreement entered into between the Plaintiff and the Defendants were *inter alia*, namely:-

- 9.1 The First and Second Defendants would purchase the Plaintiff's shares in the vehicle from the Plaintiff;
- 9.2 The aforesaid shares of the Plaintiff in the vehicle would be purchased by the First and Second Defendants for an amount of R1 000 000.00 (one million rand);
- 9.3 The amount of R1 000 000.00 (one million rand) would be paid by the First and Second Defendants to the Plaintiff within a reasonable time, on or before 31 January 2018.



10.

During or about November 2017, the First and Second Defendants made payment to the Plaintiff in the amount of R500 000.00 (five hundred thousand rand), in accordance with the terms of the second agreement which were entered into between the parties.

11.

The First and Second Defendants have breached the second agreement which was entered into between the parties in that they have failed, refused and/or neglected to make payment to the Plaintiff the further amount of R500 000.00 (five hundred thousand rand) in accordance with the second agreement which was entered into between the parties.

12.

The Defendants' breach of the agreement constitutes a material breach and goes directly against what was agreed upon between the parties. The Defendants' breach goes to the root of the agreement between the parties.

13.

Despite written demand by the Plaintiff dated 19 February 2019, the First and Second Defendants have failed, refused and/or neglected to make payment to the Plaintiff the aforesaid amount. Written demand by the Plaintiff to the Defendants is annexed hereto, marked annexure "POC1".

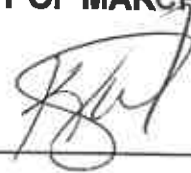
14.

The above honourable court has jurisdiction to hear this matter by virtue of the fact that the cause of action arose within the area of jurisdiction of the above honourable court.

**WHEREFORE** the Plaintiff prays for an order against the First and Second Defendant, jointly and severally, the one to pay the other to be absolved for the following, namely:-

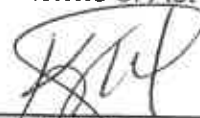
1. Payment in the amount of **R500 000.00**;
2. Interest on the aforesaid amount at a rate of 10% per annum *a tempora morae* to date of final payment;
3. Costs of the suit; and
4. Further and/or alternative relief.

**DATED AT JOHANNESBURG ON THIS THE 14<sup>th</sup> DAY OF MARCH 2019.**



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**KEREN SMITH**  
An attorney with right of appearance  
in the High Court as certified in terms of Act 62 of 1995



---

**ULRICH ROUX AND ASSOCIATES**  
Attorneys for Plaintiff  
2<sup>nd</sup> Floor, Parkhurst Square  
38 4<sup>th</sup> Avenue  
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Tel: (011) 455 4641  
E-mail: [Ulrich@rouxlegal.com](mailto:Ulrich@rouxlegal.com)  
[vanessa@rouxlegal.com](mailto:vanessa@rouxlegal.com)  
Ref: UR/VDSF/ MU1460

"POCI"

URA

ULRICH ROUX

AND ASSOCIATES

Our reference: U Roux/VDSF/MU1460

Date: 19 February 2019

**PULE MOLAPO**

**Ground Floor, Building 212**

**The Palms Office Park**

**507 Nupen Crescent**

**Midrand**

**1685**

AND TO:

**PEO BOAKGOMO**

**Ground Floor, Building 212**

**The Palms Office Park**

**507 Nupen Crescent**

**Midrand**

**1685**

**FOR THE ATTENTION OF**

**: Pule Molapo  
Peo Boakgomo**

**PER EMAIL**

**: [pulemlapo@gmail.com](mailto:pulemlapo@gmail.com)  
[pboakgomo@gmail.com](mailto:pboakgomo@gmail.com)**

**Dear Sirs**

2<sup>nd</sup> Floor | Parkhurst Square | 38 4<sup>th</sup> Avenue | Parkhurst | Johannesburg | 2193  
T +27 (0)11 455 4640 | F 086 433 8378 | E [Info@rouxlegal.com](mailto:Info@rouxlegal.com) | W [www.rouxlegal.com](http://www.rouxlegal.com)

Registration Number 2018/054794/21  
Directors Ulrich Andre Roux B.Com Law, LLB | Keren West Smith LLB  
Senior Associates Vanessa Da Silva Farfa LLB (Cum Laude) | Casper HJ Badenhorst LLB LLM

**RE: J MOOKANG // PULE MOLAPO / PEO BOAKGOMO**

1. We refer to the above and confirm that we act on behalf of our client, Mr Japhta Mookang, ("our client").
2. It is our instructions that during or about 20 April 2016, our client entered into an oral agreement with yourselves ("first agreement"), wherein it was agreed between the parties that a mobile stage advertising truck ("the vehicle"), would be jointly purchased by both our client and yourselves.
3. It was further agreed that the payment price of the vehicle would be divided into 3 (three) equal parts. The purchase price of the vehicle amounted to R 3 000 000.00 (three million rand) and both yourselves and our client each contributed R1 000 000.00 (one million rand) towards the purchase of the vehicle.
4. It is further our instructions that during or about October 2017, a second oral agreement ("the second agreement"), was entered into between yourselves and our client wherein the following terms were agreed upon, namely:-
  - 4.1 You would purchase our client's shares in the vehicle;
  - 4.2 You would make payment of R1 000 000.00 (one million rand) to our client in respect of purchasing his share of the vehicle.
5. As a result of the aforementioned, it is our instructions that on or about November 2017, you made payment to our client in the amount of R500 000.00 (five hundred thousand rand), pursuant to the terms of the second agreement which was entered into.
6. The aforesaid payment was however not the total agreed amount payable in terms of the second agreement. As aforementioned, the full payment price



**U L R I C H R O U X**

AND ASSOCIATES

which was agreed on between yourselves and our client in respect of the second agreement amounted to R1 000 000.00 (one million rand).

7. In light of what has been indicated herein above, we confirm that you are currently indebted to our client in the amount of R500 000.00 (five hundred thousand rand).
8. In the premise, it is our instructions to demand from you, as we hereby do, payment in the amount of R500 000.00 (five hundred thousand rand) within 7 (seven) days from date of this letter.
9. Payment can be made to the following bank account, namely: -

**ULRICH ROUX AND ASSOCIATES**

Bank: FIRST NATIONAL BANK  
Account number: 62749334603  
Branch: 254905  
Swift code: FIRNZAJJ  
Reference: UR/MU1460/LOD


10. Should you fail to comply with our client's aforementioned demand on or before 1 March 2019, we hold instructions to proceed with further legal action against you, without any further notice. Said legal action includes an application in terms of the Insolvency Act, Act 24 of 1936 for the sequestration of your estate. In this regard, take note that a punitive cost order will be sought against you should our client be forced to proceed with the aforementioned legal action.

2<sup>nd</sup> Floor | Parkhurst Square | 38 4th Avenue | Parkhurst | Johannesburg | 2193  
T +27 (0)11 455 4640 | F 086 433 8378 | E info@rouxlegal.com | W www.rouxlegal.com

Registration Number 2018/054794/21  
Directors Ulrich Andre Roux B.Com Law, LLB | Karen West Smith LLB  
Senior Associates Vanessa De Silva Faria LLB (Cum Laude) | Casper HJ Badenhorst LLB LLM

11. We trust you will be advised accordingly and urgently await your response hereto.

Yours faithfully

 PP

**ULRICH ROUX | DIRECTOR**

**ULRICH ROUX & ASSOCIATES**

## Claudine Robbertze

---

**From:** Claudine Robbertze <claudine@rouxlegal.com>  
**Sent:** 20 February 2019 04:20 PM  
**To:** 'pulemlapo@gmail.com'  
**Cc:** 'pboakgomo@gmail.com'  
**Subject:** Letter of demand  
**Attachments:** DOC022019-02202019161359.pdf

Good day,

Urgently find attached herewith our letter of demand.

We await your urgent response hereto.

We trust that this in order.

Thank you.

Regards

Claudine Robbertze | Candidate Attorney

ULRICH ROUX & ASSOCIATES

T +27 11 455 4640 M +27 79 633 5298 E [claudine@rouxlegal.com](mailto:claudine@rouxlegal.com) W [rouxlegal.com](http://rouxlegal.com) 2nd Floor | Parkhurst Square | 38 4th Avenue | Parkhurst | Johannesburg | 2193

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-----Original Message-----

**From:** Toshiba Scanner [<mailto:scan@outsourcedigital.co.za>]  
**Sent:** 20 February 2019 04:14 PM  
**To:** Claudine  
**Subject:** Send data from MFP12129838 02/20/2019 16:14

Scanned from MFP12129838  
Date:02/20/2019 16:14  
Pages:4  
Resolution:200x200 DPI

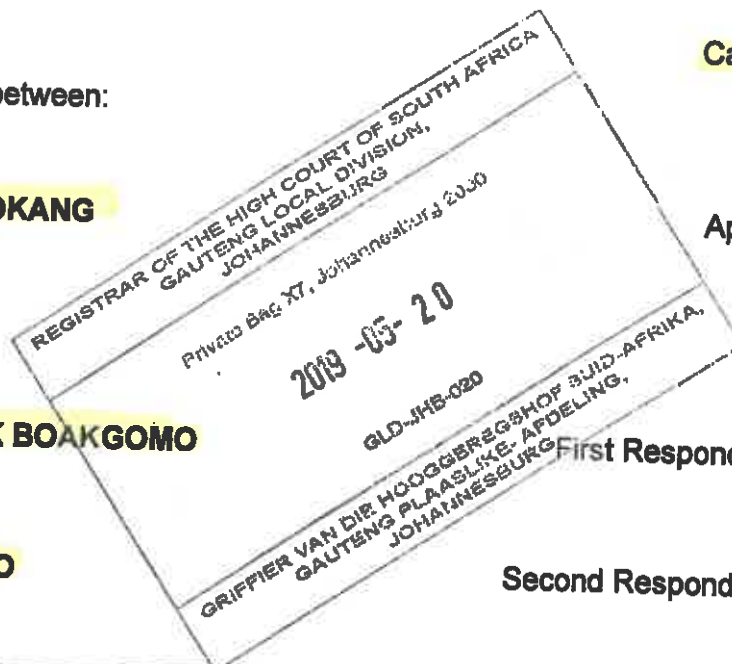
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IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION, JOHANNESBURG

In the matter between:

Case No: 9966/19

**JAPHTA MOOKANG**



Applicant/Plaintiff

And

**PEO PATRICK BOAKGOMO**

First Respondent/Defendant

**PULE MOLAPO**

Second Respondent/Defendant

---

**AFFIDAVIT RESISTING SUMMARY JUDGMENT**

---

I, the undersigned,

**PEO PATRICK BOAKGOMO**

Do hereby make oath and state as follows:

1. I am a self-employed adult male with full legal capacity, and identity number: 810414 5592 087. I am currently resident at No.245 Kayalami Glen, Kayalami, Johannesburg, 1684. I am the first respondent in this application, and the first defendant in the main action.

*PB*  
*EB*



2. The facts herein contained, unless otherwise stated, or indicated are within my own personal knowledge save where it is indicated to the contrary, or where the contrary clearly appears from the context hereof, and are to the best of my knowledge and belief, both true and correct.
3. I have read the summons and particulars of claim in the action, as well as the affidavit deposed to by the plaintiff in support of his application for summary judgment.
4. I deny that I have no bona fide defence to the action, and further deny that I have given notice of intention to defend the action, merely to delay the matter. My defence is as follows.

#### **THE FIRST ORAL AGREEMENT**

5. During and around March 2016, the plaintiff, the second defendant (i.e the second respondent in this application, hereinafter "Pule") and myself entered into an oral agreement, in terms of which, we decided to purchase a truck and convert it into a mobile stage advertising truck (hereinafter "the vehicle").
6. We purchased an Isuzu truck with licence number: FM 32 NV GP and agreed together that the vehicle will be registered under my business name of **SJEBHA TRADING (Pty) Ltd**, which is now trading as MySphere Projects. As evidence of this, I attach herewith a copy of the certificate of registration of the vehicle and a motor vehicle licence marked as "PB 1 and PB2" respectively.

7. I must mention at this stage, that the reason for our purchase, was to utilise the vehicle for business purposes and derive profits from this venture. We agreed that the profits made from letting the truck to third parties would be divided in accordance with our respective one-third (1/3) shareholding.
8. One could expect, that in the same way that the profits derived from letting the vehicle would be shared amongst the joint owners thereof, so too would all of the losses ( if there were such any), as well as the expenses of operating the vehicle.
9. The vehicle was purchased for the sum total of R3 227 012.82 (Three Million Two hundred and Twenty-seven thousand Twelve Rands and eighty-two cents); included the cost of conversion of the truck into a mobile advertising stage and which amount was raised by myself, as well as the plaintiff and Pule in equal parts.
10. Upon running the business of letting the vehicle between October 2016 and early 2017, the plaintiff, Pule and myself enjoyed some profits which we shared equally with one another.
11. Subsequent to the above and after months of little to no rental income on the vehicle, the plaintiff became of the mind that the business was no longer viable as a running entity and expressed that it would be better to sell the vehicle and cease all business operations. Pule and I shared the plaintiff's views in this regard.

## THE SECOND ORAL AGREEMENT

12. On or around September 2017, it was agreed between the three of us that Pule and I, would purchase the plaintiff's shareholding in the business and that we would continue to run it on our own. It was initially agreed that Pule and I would purchase the plaintiff's one-third share in the vehicle for the sum of R1 000 000, 00 (One Million Rands), in two equal instalments of R500 000,00 (Five Hundred Thousand Rands).
13. On the 22<sup>nd</sup> November 2017, I paid over the sum of R500 000, 00 to the plaintiff, which amount was the first instalment for the plaintiff's share in the vehicle. I attach herewith, a copy of the notification of payment marked: "PB 3". Whilst the payment was made by me, it was made on mine as well as Pule's behalf.
14. Upon revisiting the issue, Pule and I began to realise that it would not be fair for us to purchase the plaintiff's shareholding for the sum of R1 000 000, 00 when this had been the approximate sum of his investment into the vehicle and business.
15. Pule and I made this realisation in light of the fact that, there had been expenses which we had all incurred whilst running the vehicle for a profit. We believed, and continue to believe that these expenses should be for the account of the owners of the vehicle in accordance with their *pro rata* share in ownership thereof. These expenses included essentially maintenance expenses, insurance expenses and storage costs.

BU

16. When this was made known to the plaintiff, he initially protested that we had not in fact incurred these expenses for our own account, but eventually came to accept that this was actually the case.
17. After the three of us negotiated the issue, it was agreed that Pule and I would not settle the plaintiff's balance at R500 000, 00 but would instead pay to the plaintiff the amount of R365 000, 00 (Three Hundred and Sixty-five thousand Rands) in full and final settlement of the issue. This was after it had been agreed that the plaintiff's *pro rata* share of the running expenses amounted to R135 000, 00. Despite not initially being happy with this amount, the plaintiff agreed to it and indicated his anxiety to have the transaction finalised as soon as possible. I attach herewith, printouts of a string of conversations which were held amongst the three of us on the WhatsApp instant messaging platform in this regard, marked "PB4".
18. As agreed, on the 28<sup>th</sup> September 2018 Pule and I each contributed the amount of R182 500, 00 to settle the plaintiff's total outstanding amount of R365 000, 00. We made individual payments to the plaintiff in this amount. I attach herewith copies of the notification of each payment respectively marked "PB5 and PB 6".
19. Further on the 28<sup>th</sup> September 2018, both Pule and I, deposed to an affidavit in the presence of the plaintiff, who also deposed to an affidavit in our presence, wherein we confirmed the contents of the agreement to settle the plaintiff's outstanding balance of R365 000, 00 by even date. We confirmed further in this

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affidavit, that upon settling the plaintiff's balance the plaintiff would no longer hold any shares in the business and that we would no longer be indebted to him. I attach a copy of the said affidavits herewith marked "PB 7" and "PB8" respectively.

20. I submit that both Pule and I have paid the remaining balance owed to the plaintiff, and that we are not indebted to him for any reason or at all.
21. The plaintiff alleges in his particulars of claim, that Pule and I are indebted to him in the amount of R500 000, 00 for the remaining balance of the purchase price of his shareholding in the business. This however is simply untrue. We ran the business for almost a year together, and during this time, we naturally incurred various expenses which we had to share amongst ourselves. We canvassed this issue *ad nauseam* as partners and came to a subsequent oral agreement, after the first instalment was paid to the plaintiff, to change the remaining balance from R500 000,00 to R365 000,00.
22. I deny in the strongest possible terms that Pule and I have breached any agreement between ourselves, as is alleged by the plaintiff in his particulars of claim. Whilst it was a difficult decision to make, to continue the business without the plaintiff, we honoured and respected his decision to be bought out thereof from the very beginning. This is clear from the timeous payments which we made to him, when purchasing his share in the business.

23. I am of the firm belief that the plaintiff is simply trying to extort more money from Pule and I than he is entitled to. The plaintiff is well aware that the agreement amongst us was to share in the expenses of running the business, and is now simply being malicious by abusing this court's process and instituting these unnecessary proceedings.

#### **THE FRAUDULENT CHARACTER OF THE PLAINTIFF**

24. In addition to his attempt to have his shares bought by Pule and I for much more than what would be fair under the circumstances, the plaintiff committed an act of fraud when he attempted to sell the vehicle to a third party without mine and Pule's consent, nor our knowledge, and whilst he no longer had any shareholding therein.
25. On or during the 21<sup>st</sup> January 2019, I learnt through one, Constable Mnisi that there was a group of people (unknown to me at the time) who claimed ownership of the vehicle. He informed me that they were at the premises of the business which by now, the plaintiff had abandoned, and which I was running with Pule. Whilst I could not identify them at all as I had never met them before, I learned that they were in possession of vehicle registration documents which indicated that they were in fact the owners of the vehicle. I also learnt, that they had purchased the vehicle for the sum total of R3 000 000, 00.

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26. It is simply not possible for these unknown people to be the bona fide owners of the vehicle, when it is currently owned by Pule and I, and when we have been using it to further our business ventures.
27. It is my bona fide suspicion that the plaintiff fraudulently sold our vehicle after he had been paid in total by both Pule and I for his share therein. I believe that this was the plaintiff's final attempt to spite Pule and I for rejecting his proposal to sell the vehicle, before we opted to buy him out of the business.
28. I am firmly of the view that the plaintiff has a score to settle, and it is for this reason that he defrauded not only Pule and I, but this group of people who paid him the purchase price for the vehicle. I have approached the South African Police Services in Midrand and have laid a charge of fraud against the plaintiff, which charge is currently being investigated. I attach herewith, an affidavit deposed to by myself in this regard on the 21<sup>st</sup> January 2019, marked "PB 9".
29. In efforts to negotiate our way through these issues amongst the three of us, the plaintiff made allegations, that we had previously owed him the amount of R 365 000,00 and that when Pule and I made payments to him on the 28<sup>th</sup> September 2018, they were actually to settle a previous debt and not to settle his balance on his shares in the business. Not only is this an utter fabrication, it is yet again another illustration of the dubious character of the plaintiff.

30. The plaintiff has thus far not even been able to establish why we would have owed him this amount in the first place. I submit that, this is because he is simply being untruthful.

#### **PREJUDICE SUFFERED BY PULE AND I**

31. Pule and I are currently hesitant to continue running the business using the vehicle, for fear that it may actually become stolen. There is currently another person who claims to be the owner of the vehicle, whilst in truth the vehicle is owned by Pule and I. I believe that this makes us vulnerable to having the vehicle taken away from us, and would rather not risk that occurrence.
32. We have thus parked the vehicle and are presently not making any use of it at all. Inevitably, this means that we are prejudiced from a financial perspective as we are not able to use the vehicle for financial gain.
33. I am of the view that the plaintiff's desperation to have the vehicle sold was not satisfied when we agreed to buy him out of the business. I am convinced of this point because even after the plaintiff had been bought out, he attempted to sell the vehicle to persons unknown to both Pule and I without our knowledge or consent.
34. I believe that the plaintiff is an unscrupulous character who seeks only to destroy the business he left behind, by sabotaging it as he has already done. Had it not been for him attempting to fraudulently sell our vehicle, we would be



able to continue using it for profitable gain. I thus submit that, it is in fact his actions which have directly caused us to suffer financial prejudice.

### **THE ISSUE OF COSTS**

35. I respectfully submit that the plaintiff is well aware that I have a bona fide defence to his claim, and that his application for summary judgment is an ill-advised attempt to defeat the ends of justice in this matter.
36. Notwithstanding the above contention, the application has compelled both Pule and I to seek legal counsel from our attorneys, and incur legal costs which could otherwise have been avoided.
37. I submit that the plaintiff's fraudulent character and behaviour, which is currently being investigated by the SAPS, should encourage this Honourable Court to order costs against the plaintiff on a punitive scale. It is in fact my request, that this Honourable Court, would dismiss the plaintiff's application and order costs in my favour on the attorney and client scale.

### **CONCLUSION**

38. I believe that both Pule and I as business partners, have a bona fide defence to the plaintiff's claim, and further that we should both be granted leave to defend this action. Our defence is not unreasonable under the circumstances, and it is my contention that there are reasonable prospects of our success in

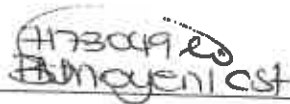
the main action. I attach a confirmatory affidavit deposed to by Pule and mark same as "PB10".

39. I submit further that I have illustrated that there exists a dispute of the facts in this matter. I therefore request that the plaintiff's application for summary judgment should be dismissed and further that both Pule and I be granted leave to defend the main action.



PEO PATRICK EOAKGOMO

The Deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to or solemnly affirmed before me at Gallo Manor SAPS on this the 16 day of May 2019, the regulations contained in Government Notice No. R1258 of 21 July 1972, as amended, and Government Notice No. R1648 of 19 August 1977, as amended, having been complied with.



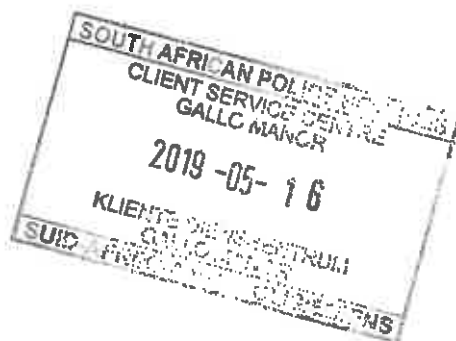
COMMISSIONER OF OATHS

Full Names: Billience Nombongo

Capacity: CSC

Designation: CST

Address: 10 Bowling Avenue  
Gallo Manor



Republic of South Africa


 RC1  
 Republiek van Suid-Afrika

 CERTIFICATE OF REGISTRATION  
 IN RESPECT OF MOTOR VEHICLE  
 (National Road Traffic Act, 1996)

 SERTIFIKAAT VAN REGISTRASIE  
 IN OPSIGTE VAN MOTORTOEGIE  
 (Nasionale Padverkeerswet, 1996)

Registering authority	Johannesburg	Registrasie-owerheid
Vehicle register number	WVB086W	Voertuigregisternommer
Vehicle identification number (VIN)	ADMFTR34H8N765966	Voertuigidentifikasienommer (VIN)
Engine number	6HK1680452	Enjinnummer
Make	ISUZU	Fabrikaat
Series name	F-SERIES	Reeksnaam
Vehicle category	Heavy load veh(GVM>3500Kg equip to draw)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Van body / Toebak	Voertuigbeskrywing
Tare (T): kg	11940	Tarra (T): kg
Date of liability for first licensing (Not year model)	2016-10-05	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	New / Nuut	Voertuigstatus
Date liable for registration	2016-10-05	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)		Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)
<b>TITLE HOLDER</b>		<b>TITELHOUER</b>
Type of identification	Business reg certif / Besighd reg sertif	Soort identifikasie
Identification number	F132056710015	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SJEBHA TRADING (PTY) LTD	Naam
<b>OWNER</b>		<b>EIENAAR</b>
Type of identification	Business reg certif / Besighd reg sertif	Soort identifikasie
Identification number	F132056710015	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SJEBHA TRADING (PTY) LTD	Naam
Control number	4024047B5LDC	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2016-10-05	Datum van uitreiking
Registering authority at which registered	Johannesburg	Registrasie-owerheid waar geregistreer
<b>RECEIPT</b>		<b>KWITANSIE</b>
Receipt number	4024052ZCDV6	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R156.00	Totale bedrag ontvang
Date	2016-10-05	Datum



Received by	MT MANAMELA	Ontvang deur
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling
Number		Nommer
4024	2016-10-05 07:57:06	

BG: 4333788

Z 979

Republic of South Africa



Republiek van Suid-Afrika

MOTOR VEHICLE LICENCE  
(National Road Traffic Act, 1996)

MOTORVOERTUIGLISENSIE  
(Nasionale Padverkeerswet, 1996)

**SJEBHA TRADING (PTY) LTD**  
**207 NUPEN CRESCENT**  
**HALFWAY HOUSE**

**PRZ**

1684

**Attention/Aandag**  
**BOAKGOMO PP**

Vehicle register number	<b>WVB086W</b>	Voertulregisternommer	
Licence number	<b>FM32NVGP</b>	Lisensienommer	
Vehicle identification number (VIN)	<b>ADMFTR34H8N765966</b>	Voertulgidentifikasienommer (VIN)	
Engine number	<b>6HK1680452</b>	Enjinnummer	
Make	<b>ISUZU</b>	Fabriek	
Series name	<b>F-SERIES</b>	Reeksaam	
Vehicle category	<b>Heavy load veh (GVM&gt;3500Kg equip to draw)</b>	Voertulgkategorie	
Driven	<b>Self-propelled / Selfgedrewe</b>	Aandrywing	
Vehicle description	<b>Van body / Toebak</b>	Voertulbeskrywing	
Tare (T): kg/Roadworthy Test Date	<b>11940 / 2017-10-16</b>	Tarra (T): kg/Padwaardigheidstoetsdatum	
National Vehicle Classification (NVC)	<b>M142I020303001190150240170770221</b>	Nasionale Voertulklassifikasie (NVK)	
Registering authority	<b>Johannesburg</b>	Registrasie-owerheid	
Control number	<b>4024047KBT7T</b>	Beheerommer	
Date of expiry	<b>2019-10-31</b>	Vervaldatum	
<b>RECEIPT</b>		<b>KWITANSIE</b>	
Receipt number	<b>4024053DCTLG</b>	Kwitansienommer	
Transaction	<b>Licensing S 2.2 / Lisensiering S 2.2</b>	Transaksie	
Debt paid	<b>R0.00</b>	Skuld betaal	
Fee paid	<b>R24528.00</b>	Foot betaal	
Transaction fee paid	<b>R72.00</b>	Transaksie foot betaal	
Total amount paid	<b>R24600.00</b>	Totale bedrag betaal	
Date	<b>2018-11-09</b>	Datum	
Received by	<b>T CHILOANE</b>	Ontvang deur	
Method of payment	<b>Credit card / Krediet kaart</b>	Metode van betaling	
Number	<b>4854422110725400</b>	Nummer	

**IMPORTANT INFORMATION**

**BELANGRIKE INLIGTING**

- |  |   |
|--|---|
| <p>1. In accordance with the National Road Traffic Act a licence disc, roadworthy certificate and operator card is not issued for the following reason(s):</p> <p>Roadworthy Status <b>CRW required, RTQS / SPW vereis, PVKS</b></p> <p>Operator Status <b>None / Geen</b></p> <p>Police Mark/Other <b>None / Geen</b></p> <p>Outstanding Fees <b>R0.00</b></p> <p>Outstanding Offences <b>R0.00</b></p> | <p>1. Ingevolge die Nasionale Padverkeerswet word 'n lisensieskyf, padwaardigheidsertifikaat en operateurskaart nie uitgereik nie weens die volgende rede(s):</p> <p>Padwaardigheidstatus <b>Operateurstatus</b></p> <p>Operateurstatus <b>Polisie Merk/Ander</b></p> <p>Polisie Merk/Ander <b>Uitstaande Gelde</b></p> <p>Uitstaande Gelde <b>Uitstaande Oortredings</b></p> |
| <p>2. As soon as the requirements of the National Road Traffic Act are complied with in respect of roadworthiness certification and/or operator registration, application for the licensing of the motor vehicle concerned must be made.</p>   | <p>2. Indien daar voldoen word aan die vereistes van die Nasionale Padverkeerswet ten opsigte van padwaardigheidsertifisering en/of operateursregistrasie, moet weer aansoek gedoen word om die lisensiering van die betrokke motorvoertuig.</p>  |
| <p>3. As soon as the Police mark has been removed, application for the licensing of the motor vehicle concerned must be made again.</p>  | <p>3. Sodra die Polisie merk verwyder is, moet weer aansoek gedoen word om die lisensiering van die betrokke motorvoertuig.</p>   |

4024

2018-11-09 10:24:09

**BL 0001140**

Z 579



**FNB**  
First National Bank

'PB3

**NOTIFICATION OF PAYMENT**

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

---

Date Actioned : 22 Nov 2017  
Time Actioned : 16:33:24  
Trace ID : VODSJS562LTD

**Payer Details**

Payment From : My Sphere Projects  
Cur/Amount : ZAR500,000.00

**Payee Details**

Recipient/Account No : ... 425061  
Name : Marolpane  
Bank : FNB/RMB  
Branch Code : 250855  
Reference : Truck Down Payment

**END OF NOTIFICATION**

---

To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select Contact Us+Tools and then select "Verify Payment" and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

**FB**



'PB4' ①

11:05



< 20



**Sjheba**  
Japhta Sello, Pule, You



06 Aug 2018

**Japhta Sello Mookang**  
Heita gents. I have been communicating with Pule with regards to the Truck. He indicated that I send messages on the group chat. I m trying to sell the truck as a first option, however there has been few inquiries re: the rendering its services to clients. This is the correspondence between myself and Pule and I though let's all be transparent and discuss this openly

14:48

**Japhta Sello Mookang**  
hosting and organizing this event. I m involved with few catering suites. I will be meeting a couple of sponsors regarding the sale of the truck. Will revert back next week. Hopefully we can meet up to iron out few details.

11:58 ✓

Hola 13:38

Are you talking selling the Truck or offering its services?

13:39

1st priority is to sell it. Last option is services. Is that cool with u??

13:40 ✓

14:48

**Japhta Sello Mookang**



11:05



2

< 20



S/heba

Japhta Sello, Pule, You



Japhta Sello Mookang

conversions. Like Truck amount was about 750k, sound, screens Labour etc to get the total as to how much it costs. I m busy trying to sell it. I can send them through. Alternatively meet up on Tuesday morning breakfast to go through everything? Pls confirm

13:56

Hola 14:08

Peo, will have them. There are also additional costs that need to be discussed. Eg insurance etc. I know Peo's pays about 21 grand for the disc annually.

14:48

Japhta Sello Mookang

can discuss all those costs and find a way forward. I know things r a bit tense at the moment and he may be uncomfortable to be part of the meeting?? What do u suggest?????

14:19

I will ask him 15:03

I am sure he can supply 15:04

Will check what I have too on my side.....

15:21



15:20



14:48

These are potential clients. Re: disc



15

11:07



< 20



**Sjheba**

Japhta Sello, Pule, You



These are potential clients. Re: disc amounts, service, repairs etc. let me know how much we all

14:54

Let me know how much I need to pay on my side and will do

14:55

Heita gents, will try get all costs involved later this evening

14:57 ✓

12 Aug 2018

**Japhta Sello Mookang**

Heita gents.....

11:09

It's been almost a week waiting for costs breakdown. I feel like I don't have enough control or ownership of the truck. There's been a lot of gigs that I missed out on to use it. I know it's not easy for us to work together. I suggest to give u guys the 500k back so I can have full access to the truck and get the gigs myself and get the profits, just as much as u guys can get gigs u r self and get the profits. Another option is buy me out completely ka 500k balance. Or the best for all of us , is to make it available whenever I want to show it to potential buyers of which I can try 2.5mi for everyone to get their cut. If I have to get a driver to show it off to





11:07



④

< 20



**Sjheba**

Japhta Sello, Pule, You



Japhta Sello Mookang

Heita gents..... 11:09

It's been almost a week waiting for costs breakdown. I feel like I don't have enough control or ownership of the truck. There's been a lot of gigs that I missed out on to use it. I know it's not easy for us to work together. I suggest to give u guys the 500k back so I can have full access to the truck and get the gigs myself and get the profits, just as much as u guys can get gigs u r self and get the profits. Another option is buy me out completely ka 500k balance. Or the best for all of us , is to make it available whenever I want to show it to potential buyers of which I can try 2.5mi for everyone to get their cut. If I have to get a driver to show it off to potential buyers , let it be. Pule told me Ntate Tebza gets committed with CNDC at times and is not available to drive or do demonstrations. Let's wrap this thing up guys pls pls pls.

11:17

Pls make it available and accessible for me. I will pay all the costs attached to it..... service disc damaged petrol tank etc. The sooner



RB

5

11:07



< 20



**Sjeheba**

Japhta Sello, Pule, You



11:17

Pls make it available and accessible for me. I will pay all the costs attached to it..... service disc damaged petrol tank etc. The sooner we get it off our hands the better. Trust me

11:19

Heita gents sorry for the late response. I have been waiting for the guys to help put together the costs but it's been a bit challenging as they are not working at the office after the lay offs...I promise to at least get something for us tmrw

19:29 ✓

13 Aug 2018

Heita gents, as promised yesterday find attached a list expenses incurred on the truck. I have left other amounts like patrol, Ntate Tebogo's and Slago's (I think he was last paid in Jan). The payment below are the higher amounts that have been spent on. Please let me know if u believe I have left anything

13:54 ✓



B

11:07



< 20



**Sijheba**  
Japhta Sello, Pule, You



Truck Maintenance Costs		
License Dec Renewal	R 27 000,00	(Est)
Insurance Vehicle	R 205 795,00	(R10 811,32 per month)
Insurance Logistics	R 4 331,81	(R222,99 per month)
Storage	R 151 000,00	(A share of the cost of the warehouse since April 2018)
Maintenance	R 15 000,00	(est)
<b>Total</b>	<b>R 403 126,81</b>	
Per Person contribution	<b>R 185 042,90</b>	

14 Aug 2018

**Japhta Sello Mookang**  
 Heita Gents. I m surprises Storage costs have been added on as I though it was covered through the DSD funds for Washington premises. But it's not a big deal I will pay my fair share of the amount. 135k. For now the is a guy who is interested to showcase it to potential buyers/ clients in KZN or at least for it to get some work instead of just parking. Below check the communication I have had with him. Also PSL is showing interest to buy it. I have a contact there. Sikhulile wanted to



11:08



< 20



**Sjheba**

Japhta Sello, Pule, You



**Pule BraP Molapo**

I think we should appropriate costs properly so we can be clear. Insurance stopped in June. It would not be advisable for the truck to be on public roads. We also need to plan what we decide based on the options above. I have decided I want out ! It looks complicated already.

16:37

**Japhta Sello Mookang**

Pule everyone wants out. Me too

17:07

19 Aug 2018

**Japhta Sello Mookang**

Sure bafethu

17:04

I met up with Pule yesterday with the way forward re: the truck. Here r my suggestions

1. To sell the truck is the first option and give u u r share of the proceeds, I can sell it.
2. I still have my 50% stake on The truck. I have had more than 4 opportunities that I have lost out because u guys are not making it accessible for me.
3. Gents u can buy me out completely or sell the Truck yourselves and give



11:08



< 20



**Sjheba**

Japhta Sello, Pule, You



2. I still have my 50% stake on The truck. I have had more than 4 opportunities that I have lost out because u guys are not making it accessible for me.

3. Gents u can buy me out completely or sell the Truck yourselves and give my proceeds.

4. We all benefited from it when it was working, it's surprising that storage costs are being mentioned, while we fully know it was from none of us pockets as it was stored at DSD paid facility.

5. Be as it may i can pay my fare share of the amount Peo stipulated and put it back on Insuarance and have it generating some income for me. Just as much as u guys can do.

6. Going forward I won't be able to pay for the storage fee as I can secures a cheaper storage myself. I first suggest we all meet up and finalize this In person, if not have conference call to finish this. My family and all associated with me don't want me to do any further buss u. I want out.

Pls suggest ????? Thanks

17:19



20 Aug 2018



18

11:08



Sjheba  
Japhta Sello, Pule, You



DSD funds for Washington premises. But it's not a big deal I will pay my fair share of the amount. 135k. For now the is a guy who is interested to showcase it to potential buyers/ clients in KZN or at least for it to get some work instead of just parking. Below check the communication I have had with him. Also PSL is showing interest to buy it. I have a contact there. Sikhulile wanted to showcase it from Aug and I have been stalling him, thinking the is no Insurance on the truck..... see below

16:30

Japhta Sello Mookang

Just wanted to update you  
1. the Arts and Culture thing yabokane Mookang. Has been postponed coz some channels where not followed upon the dep giving them funds. So they've been asked to wait till the department resolves such. They won't be needing the truck tomorrow, but as soon as they've received their things we good to go.

16:30

agency responsible for Molt, Harrold and Louis Vuitton in BA, I'm seeing their marketing guys this weekend in Dur, they are very keen to work with us in Dur, using their Jack Daniels and Southern Comfort brands. On Monday they will be finalizing their summer marketing budget plan.

3. Thirdly I'm seeing the MD of Universal music in Durban on Saturday, also trying to sell the idea to him. And the Deputy City Manager is also waiting on me. I haven't seen

16:30

See to him. And the Deputy City Manager is also waiting on me. I haven't even communicated anything with him coz I don't want promise then not show up.

Let's chat later when you can talk. You most welcome to come down too if you're free this weekend, let's get contracts in place now. Summer is around the corner. Elections are approaching soon.

16:30



Ok cool

Yesterday

16:30



AB

11:09



< 20



**Sjheba**

Japhta Sello, Pule, You



20 Aug 2018

**Pule BraP Molapo**  
**Morning Gents**

06:23

I think let's meet and agree on what costs are. The obvious choice is selling the truck.

06:25

Correction. I know maths is not our strong point but @Japhta Sello Mookang you have 16,67 percent stake now.

06:28

**Japhta Sello Mookang**  
**16% noted.**

12:59

I am available for a meeting anytime

12:59

I have to 2 guys that needs the services of the truck and one of them is in KZN

13:00

Sho gents, it looks like we all wanna sell...but don't have any buyers 🤔🤔 at least as we speak. @Pule BraP Molapo how is your Wednesday looking, Japhta says he is available anytime, my Wednesday is open for now

20:



**Pule BraP Molapo**

**Wednesday afternoon, yes. Around**



RP



11:09



1

< 20



**Sjheba**

Japhta Sello, Pule, You



28 Aug 2018

**Japhta Sello Mookang**

**Heita gents** 08:29

Was suppose to come back to u guys on Friday. I have come up with a options that may settle this matter once and for all. To save time and avoid unnecessary meetings, will u all be free at 12noon for a conference call?

08:34

Sho gents, can I ask that we do 3pm.  
12pm not good for me

08:36 ✓

**Japhta Sello Mookang**

**3pm is good for me** 09:13

**Pule BraP Molapo**



11:01

29 Aug 2018

**Japhta Sello Mookang**

Heita gents. Pule yesterday after we got cut off, we carried the conversation briefly with Peo. We were suppose to all talk further at 5pm but we didn't. I decided that I will cut my loses and as little as the



173



11:09



< 20



**Sjheba**  
Japhta Sello, Pule, You



29 Aug 2018

**Japhta Sello Mookang**

Heita gents. Pule yesterday after we got cut off, we carried the conversation briefly with Peo. We were suppose to all talk further at 5pm but we didn't. I decided that I will cut my loses and as little as the 365k balance is, it's fine I will take it. But I must be honest it pains me that I forfeit a 135k for storage, Insurance etc while these things were none issues while we were working together. We all know that technically no one really took money from their pockets to secure the truck. All the monies paid from our pockets we got back from the Dept and even some small profit margins. The truck technically was bought for us. Mar that's a none issues and let's move on from that. So kindly let me know the way forward as I have a mandate to complete my other project. We can either talk conferences again or respond via Wattsup. Thanks

08:41



03 Sep 2018

**Japhta Sello Mookang**



[Empty text input field]





**FNB**  
First National Bank

'P85'

**NOTIFICATION OF PAYMENT**

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

---

Date Actioned : 28 Sep 2018  
Time Actioned : 16:42:27  
Trace ID : VODS5H957KCF

**Payer Details**

Payment From : Godisang  
Curr/Amount : ZAR162,500.00

**Payee Details**

Recipient/Account No : ... 396073  
Name : Kgotsong  
Bank : FNB/RMB  
Branch Code : 250655  
Reference : Stage Payment

**END OF NOTIFICATION**

---

To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select Contact Us+Tools and then select "Verify Payment" and follow the on-screen instructions.

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'PBG'

## NOTIFICATION OF PAYMENT

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

---

Date Actioned : 28 Sep 2018  
Time Actioned : 16:24:40  
Trace ID : VODS2J7R6KCF

### Payer Details

Payment From : Mr Godfrey P Molapo - FNB Platinum Cheque Account  
Cur/Amount : ZAR182,500.00

### Payee Details

Recipient/Account No : . . . 396073  
Name : Japha Sello Mookang  
Bank : FNB/RMB  
Branch Code : 250655  
Reference : Truck

END OF NOTIFICATION

---

To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select Contact Us+Tools and then select "Verify Payment" and follow the on-screen instructions.

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FB



PB7

**SANDTON SAPS  
SWORN/AFFIRMED AFFIDAVIT**

Full Names Pos Bo. AKGoma / Pule Molapo

Identity/Passport Number 3104145592087 / 3101245466289 Country RSA

Residential Address  
507 Nupen Crescent  
halfway House

Residential Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: 083 401 4201 / 076 270 5501

Tel: \_\_\_\_\_

I declare under oath/solemnly swear that:

We owned a stage truck with Sello Japhtha Mankang (ID 7202135358085) that is valued at R3 000 000 (three million Rands). Japhtha decided that he would like the other two partners to buy him out. An amount of R600 000 (five hundred thousand) was paid by the two partners to Japhtha on 22 November 2017. The 2 partners agreed to contribute R135 000 per member for the maintenance of the truck. On this agreement the two partner agree to pay Japhtha his outstanding amount of R365 000 by before 30 September 2018. Japhtha agrees to then relinquish any ownership towards the truck. No further monies will then be paid towards him.

I know and understand the contents of this statement

I have no objection in taking the prescribed oath.

I consider the prescribed oath as to /not to be binding on my conscience, so help me God.

28 SEP 2018

CLIENTE LIENES...  
M... ..

[Signature]  
Deponent's signature

I certify that the above declaration was taken before me and the deponent has acknowledged that he/she knows and understand the contents of the declaration. The declaration was sworn to/affirmed before me and the deponent's signature was placed hereon in my presence.

[Signature]  
Commissioner of Oaths Signature

Full Names Luthus Memana

Business Address Bowling club

Designation (Rank) CFO ex-officio Republic of South Africa

Date 2018/09/28 Time \_\_\_\_\_ Place \_\_\_\_\_

PB



PB 8

SANDTON SAPS  
SWORN/AFFIRMED AFFIDAVIT

Full Names Sello Japha Mookeng

Identity/Passport Number 7802135258085 Country \_\_\_\_\_

Residential Address  
NO. 119 BROMBERG  
ESTATE

Residential Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel: 066 052 2731

Tel: \_\_\_\_\_

I declare under oath/solemnly swear that:

The attached affirmed affidavit made by Peo Bwabwano and Pule Molapo is valid upon me receiving that amount due to me which is R365 000. The payment will be made by the two on 29 September 2018.

I know and understand the contents of this statement  
I have no objection in taking the prescribed oath.  
I consider the prescribed oath as to/not to be binding on my conscience, so help me God.

28 SEP 2018

I certify that the above declaration was taken before me and the deponent has acknowledged that he/she knows and understand the contents of the declaration. The declaration was \*sworn to/affirmed before me and the deponent's signature was placed hereon in my presence.

[Signature]  
Deponent's signature

[Signature]  
Commissioner of Oaths Signature

Full Names Mamusagwa L...

Business Address Bowling Club

Designation (Rank) CO ex-officio Republic of South Africa

Date 2018/09/29 Time \_\_\_\_\_ Place \_\_\_\_\_

13

18 Idstrand GAO: 530/01/2019

MBY

I PFC Patrick Rortondo states under oath in English

I am an African Black Male with ID No B10414 5592087  
No 27 with cell phone number 083 401 4891 and residing at 245  
Fish Eagle Street Liblami Glen Mineba and employed at MTS  
Partners as a Director at 507 Nipon Crescent Mafikeng  
Minaus

On 2019-01-21 Monday at about 14:00 I was in Soshangupe  
where I received a phone call from Sgt Muisi saying he is  
in one office with some people and is coming to fetch the  
truck that the company owned

When I immediately drove back to Mafikeng to meet with  
Sgt Muisi and the people who are fetching the company truck  
and I met Sgt Muisi and I was with my colleagues Pulo and when  
we arrived there I saw the people who are saying they own the truck  
and they are unknown to me I have never seen them before

When in 2016 around April 07/08, Pule and Japha bought the truck  
with the idea of using it for events and the registration number of  
the truck is JM 32WAP Isuzu truck Vin Number ADM FTE 3A4BN765966  
and we all contributed the amount of R1,100,000 each (one million  
and hundred thousand) and the truck got finished around 2016 Sep  
after they installed 3 big speakers, stage, DJ box and speakers and then after  
the truck was getting jobs working

When around 2017 Japha sold Mookang SA 750213525685 decided to pull out  
of the company and we paid him R500,000 (Five hundred thousand) in his  
bank account through EFT and then around August 2018 we communicated the  
WhatsApp messages that the maintenance and the truck storage cost R405,126-00  
(Four hundred and five thousand one hundred and twenty six Rand Eighty Nine

13



11 Midrand GAs: 530 101 /

I PRO PATRICK BORTOLINO STATE WARE OFFICE

AND WE AGREE THAT CONTRIBUTION PER MONTH  
R135,000.00 COME AMOUNT AND THIRTY FIVE THOUSAND  
THREE HUNDRED ALL WENT TO POLICE STATION  
TO WRITE AFFIDAVIT AFTER WE PAID HIM  
HE SAID THE AFFIDAVIT STATING THAT  
NOTHING HE WENT GET PAID ANIMOS IN

ON 2019-01-21 MURRAY SOME PEOPLE  
CLAIMED THAT THEY HAVE BOUGHT A COMP  
(2 million) (2 million) AND WE WERE  
PAID JARITA ALL OF HIS MONEY THAT WE  
THAT JARITA HAS SOLD ONE COMPANY TRUCK  
PRODUCE PARTS OF THE VEHICLE AND IT ALSO  
NOT HAVE THE ACCESS TO THE VEHICLE.

I FOR THE REQUEST POLICE INVESTIGATION

I KNOW AND UNDERSTAND THE CONTENTS

I HAVE NO OBJECTION IN TAKING THE

I CONSIDER THE PERSONS LIST TO BE

Buckley  
2019/01/22

SOUTH AFRICAN POLICE SERVICE  
CLIENT SERVICE CENTRE  
MIDRAND  
21 JAN 2019  
EUBA/AFRIKANE POLISIEDIENS

Midrand op 20  
HARSHANING  
(SIGNATURE)  
FULL FIRST NAMES AND  
c/o or  
BUSINESS ADDRESS  
C. T.  
PARSONS

11 Midrand CAs: 530 / 01 / 2019

I PEO PATRICK BONTANO STATE NUMBER 0171 10 0041319

AND WE AGREED THAT CONTRIBUTION PER MEMBERS IS SUPPOSED TO BE R135 000 (ONE HUNDRED AND THIRTY FIVE THOUSAND) AND HE AGREED TO TAKE US ALL WENT TO POLICE STATION WITH HIM GILDER MANOR TO WRITE AFFIDAVIT AFTER WE PAID HIM HIS REMAINING MONEY AND HE SIGNED THE AFFIDAVIT STATING THAT THE COMPANY OWES HIM NOTHING HE WENT GET PAID ANYMORE IN FUTURE

ON 2019-01-21 MORNING SOME PEOPLE WERE WITH CT MURIEL CLAIMED THAT THEY HAD BOUGHT A COMPANY TRUCK FOR AMOUNT OF R3 million (THREE MILLION RAND) AND WE WERE SURPRISED BECAUSE HE WE PAID JACHTA ALL OF HIS MONEY THAT WE OWE HIM AND WE SUSPECT THAT JACHTA HAD SOLD OUR COMPANY TRUCK FRAUDULENTLY AND THOSE PRODUCE PAPERS OF THE VEHICLE AND IT ALSO SURPRISED US BECAUSE WE NOT HAVE THE ACCESS TO THE VEHICLE.

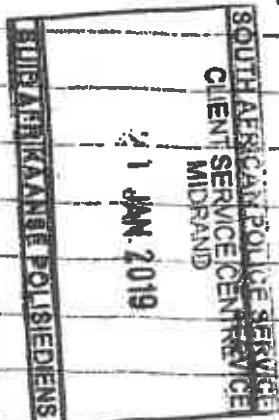
I FOR THIS REQUEST POLICE INVESTIGATION IN THIS MATTER

I KNOW AND UNDERSTAND THE CONTENTS OF THIS STATEMENT

I HAVE NO OBJECTION IN TAKING THE RECEIVED DATA

I CONSIDER THE RECEIVED DATA TO BE BINDING ON MY CONSCIENCE

Boeky  
2019/01/22



Handwritten notes and a small stamp area with illegible text.

Midrand 2019-01-22 at 18:00

(HANTSHOENING) KOPPEL VAN EDE  
(SIGNATURE) COMMISSIE VAN OORDELS

FULL FIRST NAMES AND SURNAME IN BLOCK LETTERS

BEIRCH DEADDER (STRAATADRES)  
BUSINESS ADDRESS (STREET ADDRESS)

Midrand Cops

SA POLISIEDIENS  
SA POLICE SERVICE

B



'PB10'

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION, JOHANNESBURG**

In the matter between:

Case No: 9966/19

**JAPHTA MOKKANG**

Applicant/Plaintiff

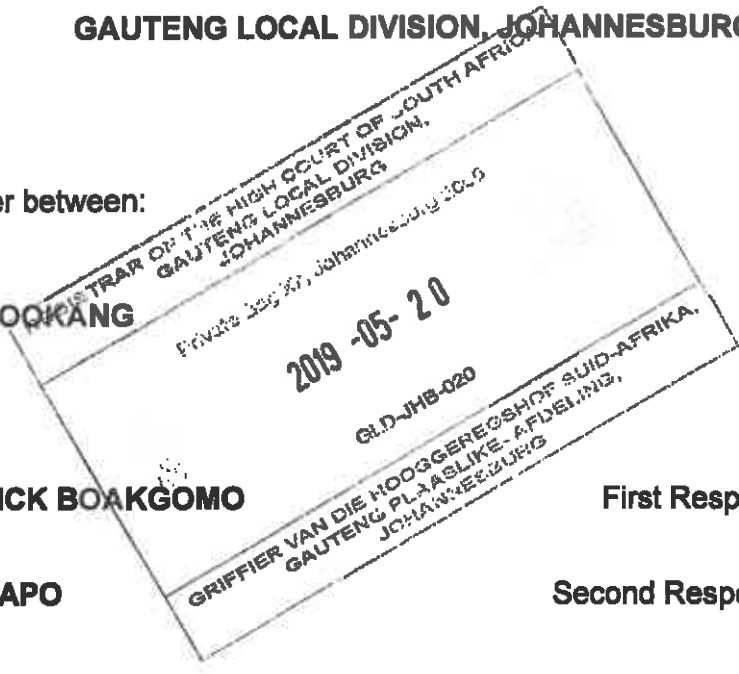
And

**PEO PATRICK BOAKGOMO**

First Respondent/Defendant

**PULE MOLAPO**

Second Respondent/Defendant



**CONFIRMATORY AFFIDAVIT**

I, the undersigned,

**PULE MOLAPO**

Do hereby make oath and state as follows:

1. I am an adult male with full legal capacity and with identity number: 810124 5466 089. I am currently residing at No.94 Northriding Manor, Unit 24, Bellairs Road, Northriding, 2188. I am the second respondent in this application, and the second defendant in the main action.
2. The facts herein contained are within my personal knowledge, and are to the best of my knowledge and belief, both true and correct.

*Handwritten initials and signature:*  
PB  
C.P.L.M  
BN

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG LOCAL DIVISION, JOHANNESBURG**

Case No: 9966/19

In the matter between:

**JAPHTA MOOKANG**

Applicant/Plaintiff

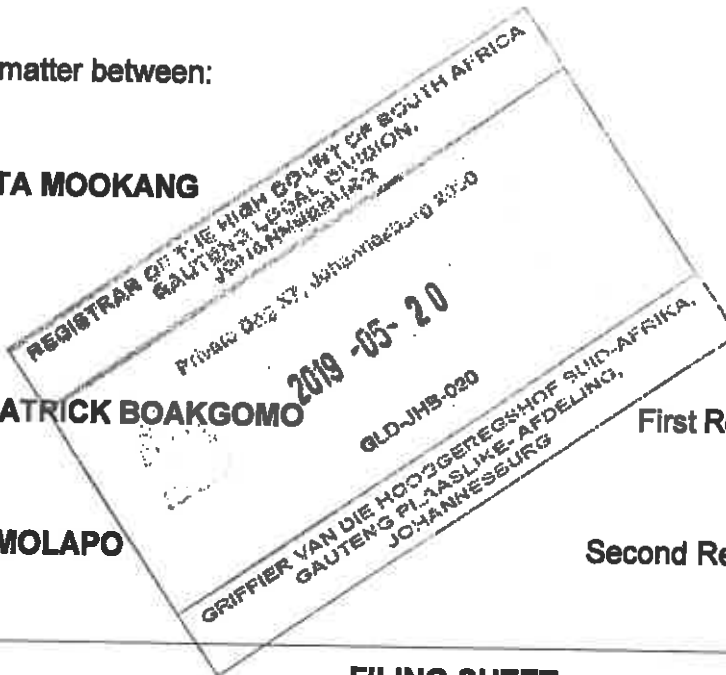
And

**PEO PATRICK BOAKGOMO**

First Respondent/Defendant

**PULE MOLAPO**

Second Respondent/Defendant



**FILING SHEET**

**HEREWITH PRESENTED FOR FILING:**

1. Affidavit Resisting Summary judgment deposed to by Peo Patrick Boakgomo, and corresponding annexures "PB1" –"PB10".

**DATED AT SUNNINGHILL ON THIS 16<sup>TH</sup> DAY OF MAY 2019.**

**SEOKANE INCORPORATED**  
1<sup>st</sup> and 2<sup>nd</sup> Respondents Attorneys  
1 Maxwell Drive  
Sunninghill  
Sandton  
Tel: 011 052 2817

Fax: 011 020 2817

Email: [admin@seokaneinc.co.za](mailto:admin@seokaneinc.co.za)

[modiegi@seokaneinc.co.za](mailto:modiegi@seokaneinc.co.za)

Ref: PB 1887/19

**TO:** THE REGISTRAR OF THE ABOVE  
HONOURABLE COURT - JOHANNESBURG

**AND TO:** **ULRICH ROUX AND ASSOCIATES**

Applicant's Attorneys

2<sup>nd</sup> Floor, Parkhurst Square

38 4<sup>th</sup> Avenue

Parkhurst

Johannesburg

Tel: (011) 455 4641

Email: [Ulrich@rouxlegal.com](mailto:Ulrich@rouxlegal.com)

[Vanessa@rouxlegal.com](mailto:Vanessa@rouxlegal.com)

Ref: [UR/VDSF/MU1460](#)

**SERVICE PER EMAIL AS AGREED**

## Modiegi Mafalo

---

**From:** Kelly van der Berg <kelly@rouxlegal.com>  
**Sent:** 17 May 2019 10:51  
**To:** 'Modiegi Mafalo'  
**Cc:** 'Vanessa Da Silva Faria'  
**Subject:** RE: J Mookang / P Boakgomo & Another -

Dear Madam,

The above mentioned matter as well as your mail herein below refers.

We confirm receipt of your mail herein below.

Regards

Kelly van der Berg



**T +27 11 455 4640 M +27 71 682 1029 E [kelly@rouxlegal.com](mailto:kelly@rouxlegal.com) W [rouxlegal.com](http://rouxlegal.com)**  
**2<sup>nd</sup> Floor | Parkhurst Square | 38 4th Avenue | Parkhurst | Johannesburg | 2193**

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**From:** Modiegi Mafalo <modlegi@seokaneinc.co.za>  
**Sent:** Thursday, 16 May 2019 16:28  
**To:** 'Kelly van der Berg' <kelly@rouxlegal.com>; keren@rouxlegal.com  
**Cc:** 'Vanessa Da Silva Faria' <vanessa@rouxlegal.com>  
**Subject:** J Mookang / P Boakgomo & Another -

Good day,

The above matter refers.

Please find attached:-

1. Filing sheet: Affidavit resisting summary judgment deposited to by Peo P Boakgomo and corresponding annexures "PB1" - "PB10"; as served upon yourselves, by way of email.

Kindly acknowledge receipt hereof.

Regards,

**Modiegi Mafalo**  
Associate

Tel +2711 052 2817  
Fax +2710 020 1861  
Mobile +2782 722 8247  
E-mail [modiegi@seokaneinc.co.za](mailto:modiegi@seokaneinc.co.za)



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**Sunninghill, 2157**

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**seokAne|inc**  
ATTORNEYS