

NOT REPORTABLE

**IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CAPE, PORT ELIZABETH)**

Case no: 1162/2013
Date heard: 31 October 2013
Date delivered: 12 November 2013

In the matter between

**THE NATIONAL DIRECTOR OF
PUBLIC PROSECUTIONS**

Applicant

VS

**MZUKISI SAMUEL BANZANA
LULAMA DOROTHEA BANZANA
ABSA BANK**

**First Respondent
Second Respondent
Interested Party**

**In Re: Erf 1808, Theescombe, Nelson Mandela Bay Metropolitan
Municipality and various vehicles**

JUDGMENT

PICKERING J:

On 30 April 2013 a Preservation Order was granted by Chetty J in terms of section 38 of the Prevention of Organised Crime Act 21 of 1998 ("POCA") in respect of certain of the respondents' assets on the basis that there were reasonable grounds to believe that the property concerned was the proceeds of corruption.

The property concerned, as described in the Preservation Order, was:

- "1.1 *Erf 1808, Theescombe, Nelson Mandela Bay Metropolitan Municipality also known as 14 Overdale Street, Theescombe, Port Elizabeth with an estimated value of R1 500 000 (the house);*
- 1.2 *A grey BMW 7 Series 750i Sedan Automatic motor vehicle with registration number FKS 370 EC, engine number 20824550 and chassis number WBAKA2030CW13128 (the BMW);*

- 1.3 *A silver Nissan Pathfinder 2.5 5/SP Automatic motor vehicle with registration number FDF 257 EC, engine number YD25872793A and chassis number YSKJVWR51Z0229593 (the Nissan); and*
- 1.4 *A red BMW 1 Series Sedan 120i Convertible motor vehicle with registration number FJK 700 EC, engine number B200I616 and chassis number WBAUL52000VL55186 (the 1 Series.)"*

Thereafter, on 9 July 2013, applicant brought the present application for an order in terms of s 48 of POCA declaring the aforesaid property forfeit to the State. In so doing applicant relies in particular on the provisions of the Prevention and Combating of Corrupt Activities Act 12 of 2004 ("PCCA Act").

First respondent is married in community of property to second respondent. Second respondent is not alleged to have been involved in any corrupt activities. She in turn has brought an application (page 165 of Forfeiture papers) for an order that, in the event of a forfeiture order being granted, 50% of the value of the assets referred to in paragraph 1.1 of the Preservation Order be excluded from the operation of any forfeiture order which may be granted and that such assets or the value thereof be transferred to her to be held by her in a separate estate. She applies in the alternative, and in the event of the Court declining to grant an order excluding such assets, that the value of the immovable property, in excess of the amount of R1 450 640,27, be excluded from the operation of any such forfeiture order.

I will return to this issue hereunder.

First respondent is employed as a General Manager by Mzingisi Development Trust ("*the MDT*"). It is common cause that the MDT was established in 1992 with the specific aim of alleviating the suffering and improving the standard of living of the community on a charitable basis. During December 1997 MDT secured land in the Bethelsdorp Northern Area. It thereafter entered into a "*land availability and service agreement*" with the then Transitional Local Council of Port Elizabeth. The preamble of this agreement reads as follows:

“Whereas

- A A total of approximately 7500 families are currently resident in an area known as Soweto-on-Sea who do not own land;*
- B The Provincial Housing Board has agreed to provide subsidies for the development of serviced erven and top structures in the area known as Bethelsdorp North;*
- C The Mzingisi Development Trust will enter into an agreement with the PHB and the Council for the development of the area known as Bethelsdorp North;*
- D The previous development of the area known as Soweto-on-Sea has necessitated the development of an adjacent area to resettle persons presently residing within a flood-plain and to promote dedensification of the area known as Soweto-on-Sea;*
- E The parties have accordingly agreed to develop an area known as Bethelsdorp North as a residential township for the purpose of disposing of erven to existing residents in the area known as Soweto-on-Sea able to acquire ownership in Bethelsdorp North;*
- F The land to be developed in the area known as Bethelsdorp North is owned by and situated within the local authority area of the City Council of Port Elizabeth.”*

Thereafter, a certain construction business known as MOM Constructions CC (“MOM”) was appointed by the MDT to construct 1211 housing units on this land which contract was managed or supervised by first respondent. Applicant’s averment that MOM was appointed without proper tender procedures having been followed is disputed by first respondent. It is, however, not necessary to determine this dispute.

According to first respondent MOM fitted the MDT’s profile in terms of emerging contractors inasmuch as *“their directors were young, previously disadvantaged and ostensibly well capable of performing in terms of the contract.”* The directors of MOM were Wentzel Meyers and Jocelyn Meyers.

First respondent states that all went well in the beginning and that MOM performed impressively in terms of its obligations. Indeed, so well did matters go that at some stage, according to first respondent, the directors of MOM approached the Trust and “*thanked them*” for providing them with a rare opportunity for which they said they were very grateful. They said “*that they would like to do something for the Trust as a token of their appreciation*”. (My emphasis.)

So often promises are disappointingly not translated into action but not so in the present case. It is common cause that certain payments were made by MOM to first respondent (albeit not to the Trust) in the total amount of R2 925 092,63. The manner in which these payments were made and utilised is set out in the affidavit of one Fraser, a senior financial investigator in the office of the Asset Forfeiture Unit, Port Elizabeth as follows:

- “1. *The purchase of a silver BMW 750i motor vehicle with registration number DZD 676 EC (the BMW) on 11 April 2008 from Budding Trade 87 (Pty) Ltd (Budding) in the total amount of R775 912,29 for which a bank guaranteed cheque was given to the first respondent. In evidence hereof I attach a copy of MOM’s bank statement marked GLF 11. I also attach hereto the eNatis printout marked GLF 12 showing that the first respondent was the owner. An invoice headed Continental Cars (the trading name of Budding) dated 11 April 2008 confirms that the sum of R775 912,29 was required from the first respondent for the purchase of the BMW and I respectfully refer to GLF 13. The BMW was traded in on 23 June 2010 as set out in the Continental Cars tax invoice (GLF 14) for a space grey metallic BMW 750i motor vehicle with registration number FKS 370 EC; the eNatis printout in this regard is annexed as GLF 15 and shows that the first respondent is its owner.*
2. *The purchase of a silver Nissan Pathfinder motor vehicle with registration number FDF 257 EC (the Nissan) on 19 November 2008 from Nissan Eastern Cape (Nissan EC) in the amount of*

R473 616,51 for which a bank guaranteed cheque was given to the first respondent. I attach a copy of MOM's bank statement marked GLF 16. I also annex marked GLF 17 being a tax invoice dated 20 November 2008 of Nissan Eastern Cape confirming that the first respondent presented the cheque for the purchase of the Nissan, which is registered in the name of the first respondent as set out in GLF 18.

3. *The settlement of a silver VW Polo motor vehicle with registration number DZF 057 EC (the Polo) on 24 March 2009 with Wesbank in the amount of R193 923, 56 for which a bank guaranteed cheque was given to the first respondent. I attach a copy of MOM's bank statement marked GLF 19 in confirmation. I annex marked GLF 20 being an email from Wesbank dated 17 April 2013 confirming that the first respondent settled the purchase of the Polo (which was registered in the name of second respondent as set out in the eNatis printout annexed as GLF 21), but traded in on 19 August 2011 as set out in the Continental Cars tax invoice (GLF 22) for a crimson red BMW Convertible 120i motor vehicle with registration number FJK 700 EC (the 1 Series); the eNatis printout in this regard is annexed as GLF 23 and shows that the first respondent is its owner.*
4. *The settlement of the outstanding bond on the respondent's house i.e. Erf 1808, Theescombe, Nelson Mandela Bay Metropolitan Municipality also known as 14 Overdale Street, Lovemore Heights, Port Elizabeth on 19 November 2008 in the amount of R1 481 640,27 with Nedbank. A cheque to this value was handed to the first respondent. I attach a copy of MOM's bank statement marked GLF 25. The house is registered in the name of the respondents herein as set out in GLF 26; there is no longer a mortgage bond over it."*

First respondent does not deny that he acquired the various properties in the manner set out by Fraser. He denies, however, the further allegations by

Fraser to the effect that these were corrupt payments serving as gratification in order to secure the continued award of the tender to MOM.

It should be noted that for their part the directors of MOM claimed in affidavits in the preservation proceedings and in a civil action instituted by MOM against first respondent under case 3627/2010, that the payments were in fact a loan solicited by and made to first respondent. First respondent denied, not only in his plea to the civil action but also in his affidavit opposing an application for summary judgment (which application was refused) as well as in these proceedings, that the amounts paid were a loan.

He states that the payments were in fact made as a token of MOM's appreciation *"for what they said I had done in providing them with the opportunity of participating in the project."* In this regard he continues to state as follows in his affidavit opposing the Forfeiture application:

"I advised them on more than one occasion that I had done nothing special for them, and that I would have assisted any party involved in the project to the same extent as I have assisted them. Nonetheless, the members of MOM believed that I was of great assistance to them, and made the payments to me, apparently as a token of their appreciation. It may be that the members of MOM perceived that they were eventually under-performing in terms of their contract, and perhaps thought that by making these payments to me, they would secure their contract. If that was their motive, they had never conveyed same to me and I most certainly did not give them any preferential treatment, or continue to involve them in the project, as a result of such payments. As can be seen from the above, I was in fact instrumental in terminating their contract due to their poor performance."

The two Meyers, however, state in their affidavits that the contract was terminated after they refused to lend to first respondent a further amount of R1,5 million which he required to purchase a fuel station.

Before turning to deal with the merits of the application it is necessary first to deal with an application by first respondent in terms of Rule 6(15) of the Rules of Court to strike out certain allegations made in both the Preservation and Forfeiture applications.

In certain of the affidavits allegations are made relating to other instances of alleged corrupt activities not forming part of this application and which do not relate to the acquisition of the assets in question by first respondent which applicant seeks to have declared forfeit.

These allegations are made in affidavits by Curtis Daniell, Allicia Daniell and Rev. Deric Derbyshire. The gravamen thereof is that Curtis Daniell approached first respondent requesting him to appoint his construction company to work on the Bethelsdorp North housing project. According to Daniell first respondent asked him for a so-called "*advance payment*" of approximately R400 000,00. First respondent told him that the money was for himself and his "*connections*", such connections allegedly being the councillors who made the project possible. Daniell then approached Derbyshire who gave him R130 000,00 to be paid to first respondent. The money was then allegedly paid over by Daniell to first respondent in cash.

Further allegations concerned one Whiteley who alleged in his affidavit that he was requested by first respondent to submit a quote for the rectification of poor workmanship relating to phase 1 of the Bethelsdorp North housing project and was further asked for an "*upfront*" payment or "*commission*" in the sum of R300 000,00 before he could secure that project.

Mr. Scott S.C., who appeared for the respondents, submitted that if such allegations were not struck out first respondent would be prejudiced in that he would be obliged to deal with serious allegations which he disputed and which were irrelevant to this application. He submitted accordingly that the general rule, namely that evidence of facts similar to the facts in issue was not admissible to prove the occurrence of the facts in issue, was applicable.

Mr. van der Linde S.C., who appeared for applicant, submitted with reference, *inter alia*, to Mood Music Publishing Co Ltd v De Wolfe Ltd [1976] 1 All ER 763 and Gosschalk v Rossouw 1966 (2) SA 476 (C) that in proximity of time, method and circumstance there was a sufficient *nexus* between the evidence which it was sought to strike out and the facts in the present case to render the similar fact evidence admissible.

In my view, however, in the circumstances of this matter, this *nexus* is not present and does not establish such a general system or *modus operandi* on the part of first respondent that the occurrence of the facts in issue may be logically inferred. (See Gosschalk v Rossouw *supra* at 483 A.) The instances referred to above allege the solicitation of bribes by first respondent. This is not the situation in the present case where the directors of MOM alleged that they loaned the amounts in question to first respondent and where first respondent for his part alleges that the payments were a gift. As was stated in Gosschalk v Rossouw *supra* at 482H – 483A evidence of similar facts may not be adduced when it merely shows a particular propensity on the part of the author of such facts.

In my view therefore these affidavits must be struck out together with those paragraphs in the affidavits of Adv. Kingsley and of Fraser in which the allegations are repeated.

Application is also made to strike out certain paragraphs and sentences in the affidavits of Wentzel Meyers and Jocelyn Meyers on the basis that the allegations in question were argumentative. It is not necessary to detail these as they were, in my view, clearly argumentative, an example being “*if the payments were a gift why would first respondent ask if we could destroy the deposit slips for the sum of R2 925 092,63.*”

In the circumstances the application to strike out succeeds with costs. The following allegations are struck out:

“1. *In the preservation application:*

- 1.1 *sub-paragraph 27.6 in the affidavit of Willie Ludwig Kingsley;*
- 1.2 *paragraphs 21 to 31 in the affidavit of Glynn Llewellyn Fraser;*
- 1.3 *the second and third sentences in paragraph 7 of both the affidavits of Wentzel Charles Meyers and Jocelyn Brian Meyers (annexures “GLF6” and “GLF7” to Fraser’s affidavit);*
- 1.4 *annexures “GLF28” to “GLF37” of the affidavit of Fraser.*
- 2. *In the forfeiture application:*
 - 2.1 *sub-paragraph 30.11 in the affidavit of Willie Ludwig Kingsley;*
 - 2.2 *the second sentence in sub-paragraph 4.2, sub-paragraph 4.3, the last sentence in sub-paragraph 4.4 and sub-paragraph 4.7 of the affidavit of Wentzel Charles Meyers;*
 - 2.3 *the second sentence in sub-paragraph 4.2, sub-paragraph 4.3, the last sentence in sub-paragraph 4.4 and sub-paragraph 4.7 of the affidavit of Jocelyn Brian Meyers;*
 - 2.4 *the affidavits of Curtin Thomas Daniell, Alicia Francina Daniell, Deric Donald Derbyshire and Arnold George Whitely;*
 - 2.5 *paragraphs 6 to 9 in the affidavit of Glynn Llewellyn Fraser.*

Applicant is ordered to pay the costs of the application to strike out.

I turn then to deal with the merits of the matter.

Section 3 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 (PCCA Act) creates a general offence of corruption. It reads as follows:

“Any person who, directly or indirectly –

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or*
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person,*

in order to act, personally or by influencing another person so to act, in a manner –

- (i) that amounts to the –*
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or*
 - (bb) misuse or selling of information or material acquired in the course of the,*
 - exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;*
 - (ii) that amounts to –*
 - (aa) the abuse of a position of authority;*
 - (bb) a breach of trust; or*
 - (cc) the violation of a legal duty or a set of rules;*
 - (iii) designed to achieve an unjustified result; or*
 - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything.*
- is guilty of the offence of corruption.”*

“Gratification” is defined in s 1 of the PCCA Act as including:

- “(a) money, whether in cash or otherwise;*
- (b) any donation; gift, loan, fee, reward, valuable security; property or interest in property of any description whether movable or immovable, or any other similar advantage...”*

Section 12 provides as follows:

- “1. Any person who, directly or indirectly –*
 - (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of that other person or of another person; or*

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person –

(i) in order to improperly influence, in any way –

(aa) the promotion, execution or procurement of any contract with a public body, private organisation, corporate body or any other organisation or institution; or

(bb) the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any such contract; or

(ii) as a reward for acting as contemplated in paragraph (a), is guilty of the offence of corrupt activities relating to contracts.

Section 13 provides as follows:

“1. Any person who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person, as –

(a) an inducement to, personally or by influencing any other person so to act –

(i) award a tender, in relation to a contract for performing any work, providing any service, supplying any article, material or substance or performing any other act, to a particular person; or”

Section 50 of POCA provides that the Court shall make an order applied for under s 48(1) if the Court finds on a balance of probabilities that the property is, *inter alia*, the proceeds of unlawful activities.

As set out above it is first respondent's case that the four cheques in the total amount of R2 925 092,63 were given to him by the directors of MOM as entirely unsolicited gifts.

In my view this explanation is utterly improbable and the only plausible inference to be drawn from first respondent's own allegations is that the payments were made and accepted as a "*gratification*" in order for him to act in a manner envisaged in s 3 of the PCCA Act.

From the start it is noteworthy that although, according to first respondent, the directors of MOM wished "*to do something for the Trust*" they instead shortly thereafter made out the four cheques in favour of first respondent. First respondent's attempt to explain why the directors should have decided to visit their largesse upon him as opposed to the Trust, namely that they were grateful that he had provided them with the opportunity of participating in the project, is, in my view, devoid of substance.

The very considerable sum of R2,9 million is clearly out of all proportion to any favour which first respondent may have done for MOM in his personal capacity. It is of some interest that first respondent himself volunteers a possible unlawful motive for MOM's generosity towards him, which generosity went far beyond being a mere "*token of appreciation*" for his assistance.

First respondent also does not explain why he opted to accept the "*gifts*" in his personal capacity instead of instructing the directors to give the money to the Trust which, after all, was the body which had actually assisted them.

It must also be remembered that the directors of MOM were, according to first respondent, young and previously disadvantaged. The contract awarded to them by first respondent was a life line for their business. They obviously had no access to a sum of the magnitude of R2,9 million prior to being awarded the contract. This money could only have been sourced from funds initially provided by the Provincial Housing Board, in other words, public money, and first respondent could not but have been aware of this. It is inconceivable in the circumstances that, if the money was not in fact paid to him as a gratification, he, as general manager of a charitable trust tasked with the alleviation of the suffering of a poor community would have accepted it. I venture to suggest that any honest person in the position of first respondent

would have rejected such a “gift” out of hand as being entirely inappropriate and uncalled for.

The first respondent also proffers no explanation whatsoever as to how the four cheques came to be made out in the precise amounts which were required to settle his bond and to purchase the respective motor vehicles. Logic dictates that there must have been discussions between himself and the directors of MOM from time to time during which the respective amounts required were agreed upon. This, in my view, completely undermines first respondent’s version. Furthermore, as was submitted by Mr. van der Linde, there is no evidence in either the Preservation or Forfeiture applications that first respondent ever disclosed to the Trust that he had received the four cheques as a gift or that he had disclosed this fact to the South African Revenue Service and had paid donations tax thereon.

In S v Selebi 2012 (1) SA 487 (SCA) the following was stated at 504 A – C:

“Besides, there is a presumption in our law that mens rea is required for a contravention of a statutory provision. In the case of a contravention of s 4 of the PCCA Act the legislature has made it easier for the State to prove the presence of ‘intention’. Section 24 of the PCCA Act provides that once the prosecution has proved that gratification (payment) was accepted or agreed and the State can show that, despite having taken reasonable steps, it was not able with reasonable certainty to link the acceptance of the gratification to a lawful authority or excuse on the part of the person charged, and in the absence of evidence to the contrary which raises reasonable doubt, it is sufficient evidence that the person charged accepted such gratification of that person ‘in order to act’ in a manner envisaged in s 4 of the PCCA Act. The provisions relate to a rebuttable presumption of mens rea, including knowledge of unlawfulness, which is rebuttable by the person charged.”

In my view first respondent has failed to rebut the aforementioned presumption of *mens rea* on his part.

It is, in my view, clear that the amount of R2,9 million was not paid as an “*unsolicited*” gift. The inference is irresistible that the payments were not made altruistically by MOM but were made for an unlawful purpose and that first respondent accepted that gratification in order to act in a manner envisaged in s 3 of the PCCA Act. No other plausible inference suggests itself.

In my view therefore the applicant has succeeded in establishing on a balance of probabilities that the payments were accepted by first respondent with the requisite corrupt intention. The property at issue in this application is therefore clearly the proceeds of corruption and liable to forfeiture.

Mr. van der Linde submitted further that first respondent committed money laundering in contravention of s 4 of POCA by purchasing the first BMW, the Pathfinder and the Polo motor vehicles; settling his outstanding mortgage bond amount; and trading in both the first BMW and the Polo motor vehicles while knowing very well that they were illegally acquired and that the bond was illegally settled; and while knowing that the trade-ins of the first BMW and the Polo motor vehicles had or were likely to have the effect of “*concealing or disguising the nature, source, location, disposition or movement*” of the four gratifications and enabling or assisting first respondent to remove or diminish these gratifications. I agree with this submission. It is clear, in my view, that the actions of first respondent as set out above amounted to money laundering in contravention of s 4 of POCA.

Mr. Scott, with reference to Mohunran v NDPP (Law Review Project as amicus curiae) 2007 (4) SA 222 (CC) at 264, stressed the draconian nature of the relief sought by applicant and submitted that the Court should be astute to the fact that forfeiture could produce arbitrary and unjust consequences and should be vigilant to ensure that the statutory provisions were not used *in terrorem* and that there has been no overreaching and abuse.

In this matter, however, where first respondent, who as General Manager of the MDT was tasked with overseeing a project designed to help the poorest, most disadvantaged and homeless members of society, instead in effect helped himself to R2,9 million of public funds to purchase three luxury motor vehicles and to pay off the bond on his own home, I am satisfied that such consequences as may flow from the forfeiture of those properties are entirely just and fully warranted. First respondent's actions can only be described as greedy, cynical and opportunistic.

There was some debate concerning the exclusion of second respondent's interest in the immovable property. See Mazibuko and Another v National Director of Public Prosecutions 2009 (6) SA 479 (SCA). Mr. van der Linde and Mr. Scott eventually agreed, however, upon a draft order to be granted in the event of the forfeiture application succeeding dealing, *inter alia*, with this issue and it is not necessary to consider it any further. I am indebted to them for their assistance in this regard.

Accordingly the application succeeds.

In the circumstances the following order will issue:

- "1. An Order be and is hereby granted in terms of section 50(1) of the Prevention of Organised Crime Act 121 of 1998 (POCA), declaring forfeit to the State, with costs, the following property:
 - 1.1 Erf 1808, Theescombe, Nelson Mandela Bay Metropolitan Municipality also known as 14 Overdale Street, Theescombe, Port Elizabeth to the extent of *R1 481 640,27 (the house)*;
 - 1.2 A grey BMW 7 Series 750i Sedan Automatic motor vehicle with registration number FKS 360 EC, engine number 20824550 and chassis number WBAKA2030CW13128 with an estimated value of *R775 912,29*;

- 1.3 A silver Nissan Pathfinder 2.5 5/SP Automatic motor vehicle with registration number FDF 257 EC, engine number YD25872793A and chassis number YSKJVWR51Z0229593 with an estimated value of R473 616,51; and
 - 1.4 A red BMW 1 Series Sedan 120i Convertible motor vehicle with registration number FJK 700 EC, engine number B200I616 and chassis number WBAUL52000VL55186 with an estimated value of R193 000 (*the 1 Series.*)
2. In terms of section 50(6) of POCA, paragraph 5 below shall take effect 45 days after publication of a notice thereof in the Government Gazette unless an Appeal is instituted before this time in which case this Order will take effect on the finalisation of such appeal.
 3. *Mr. Michael Tim Koe (the Curator) of Mike Tim Koe Trustees CC*, a firm of Insolvency Practitioners and Liquidators, who was appointed in the Preservation Order to take care of the property, be and is hereby directed to continue acting as such for the purpose of this Order.
 4. Pending the taking effect of this Order, the property shall remain in the control of the Curator, who shall have authority to sign all transfer and registration documents pertaining to the property.
 5. On the date on which this Order takes effect, to wit 45 weekdays after publication in the Government Gazette, the Curator shall sell, at reasonable market price:
 - 5.1 The house by way of public auction or private treaty and cause the proceeds of such sale in excess of R1 481 640,27, less any payments in relation to his fees and disbursements as approved by the Master of this

Court, to be paid to the respondents. The sum of R1 481 640,27 shall be deposited into the Criminal Assets Recovery Account;

- 5.2 The three motor vehicles by way of public auction or private treaty and cause the proceeds of such sale, less any payments made to ABSA Bank, the Interested Party herein and in relation to his fees and disbursements as approved by the Master of this Court, to be deposited into the Criminal Assets Recovery Account.
6. The applicant is directed to cause notice of this order to be served on the respondents, the Interested Party, Wentzel Charles Meyers and Jocelyn Brian Meyers.
7. The applicant is further directed to publish a notice of this Order in the Government Gazette as soon as it is practicable.
8. The Registrar of this Court is requested to deliver a copy of this judgment to the Chairman of the Mzingisi Development Trust and the Chairman of the Provincial Housing Board.

J.D. PICKERING
JUDGE OF THE HIGH COURT

Appearing on behalf of applicant: Adv. Van der Linde S.C.
State Attorney, Port Elizabeth

Appearing on behalf of respondents: Adv. Scott S.C.
Instructed by: Roland Meyer Attorneys: Mr. Meyer