

IN THE CONSTITUTIONAL COURT OF SOUTH AFRICA
(HELD AT BRAAMFONTEIN)

CC CASE NO.: 212/17
SCA CASE NO.: 423/17
WCHC CASE NO.: 5283/2016

In the application of:

NASREEN RAJAB-BUDLENDER

NOZIZIWE SILINDILE VUNDLA

MICHELLE ANN CRYSTAL HUBER

CAROL KHOLEKA ZAMA

PENELOPE JOY PARENZEE

TEBOHO BASETSANA MOLEBATSI

NICOLE LOUISE FRITZ

Acting in their capacity as

WOMEN'S LEGAL CENTRE TRUST

Amicus Curiae

to be admitted as *amici curiae* in the matter between:

RIAAN MOGAMAT AMARDIEN

First Applicant

TASSANDRA ANNE APRIL

Second Applicant

ASHEEQAH DAMON

Third Applicant

ROEWAYDA JOCHEMS

Fourth Applicant

LOUISE PRIMOE

Fifth Applicant

MARGARETH ROMAN

Sixth Applicant

CASSIEM SAPAT N.O.

Seventh Applicant

CYNTHIA ARENDSE	Eighth Applicant
CRAIG CLOETE	Ninth Applicant
FAIZA GASANT	Tenth Applicant
WARREN KOEN	Eleventh Applicant
KASFICAH SMITH	Twelfth Applicant

and

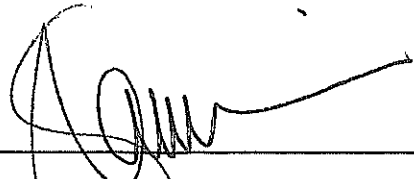
THE REGISTRAR OF DEEDS	First Respondent
SHAUN WINGERIN N.O.	Second Respondent
GRAEME MICHAEL SCKOLNE N.O.	Third Respondent
NICOLA MARTINE COHEN N.O.	Fourth Respondent
CAPE TOWN COMMUNITY HOUSING COMPANY (PTY) LTD	Fifth Respondent

FILING SHEET

KINDLY TAKE NOTICE THAT the Applicants hereby file the following documents in application to be admitted as *amicus curiae* in the above matter:

1. Notice of Motion, dated 19 July 2018;
2. Founding Affidavit of **SEEHAAM SAMAAI**, dated 19 July 2018; and
3. Proof of service on the *amicus* applicant, the Department of Human Settlements, attached at 'A'.

SIGNED AND DATED AT CAPE TOWN ON THIS 19TH DAY OF JULY 2018.



WOMEN'S LEGAL CENTRE
1st/Applicant's Attorneys
7th Floor, Constitution House
124 Adderley Street
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seehaam@wlce.co.za

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Ref: LAB18/354/W

TO: THE REGISTRAR
Constitutional Court of South Africa
Braamfontein, Johannesburg

AND TO: LEGAL RESOURCES CENTRE
Attorneys for the First to Twelfth Applicants
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54 Shortmarket Street
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(Ref: S Kahanovitz/C Mathiso)
c/o: **LEGAL RESOURCES CENTRE**
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AND TO: REGISTRAR OF DEEDS, CAPE TOWN
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AND TO: ASHERSONS ATTORNEYS

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AND TO: OFFICE OF THE STATE ATTORNEY, JOHANNESBURG
Attorneys for the Department of Human Settlements
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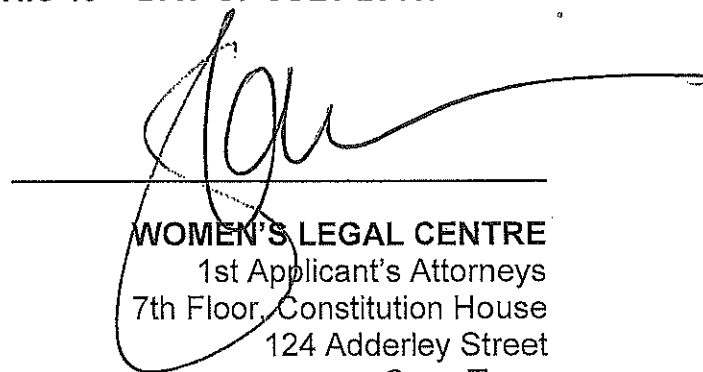
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SIGNED AND DATED AT CAPE TOWN ON THIS 19TH DAY OF JULY 2018.



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 c/o **WITS LAW CLINIC**
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 University of The Witwatersrand
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 Braamfontein
 Johannesburg
 Ref: LAB18/354/W

TO: THE REGISTRAR
 Constitutional Court of South Africa
 Braamfontein, Johannesburg

AND TO: LEGAL RESOURCES CENTRE
 Attorneys for the First to Twelfth Applicants
 3rd Floor Greenmarket Place
 54 Shortmarket Street
 Cape Town
 (Ref: S Kahanovitz/C Mathiso)

c/o: **LEGAL RESOURCES CENTRE**
16th Floor, Bram Fischer Towers
20 Albert Street
Marshalltown
Johannesburg

LEGAL RESOURCES CENTRE
(CAPE TOWN)
Received copy hereof: T. Gubencang
Date: 19/7/18 Time: 11h17
Without Prejudice

AND TO: REGISTRAR OF DEEDS, CAPE TOWN

First Respondent
New Revenue Building Place
90 Plein Street
Cape Town
Email: lynette.muller@drdlr.gov.za

DEPARTMENT OF RURAL
DEVELOPMENT
AND LAND REFORM
19 JUL 2018
90 PLEIN STREET
CAPE TOWN, 8000
REGISTRAR OF DEEDS, CAPE TOWN

AND TO: ASHERSONS ATTORNEYS

Attorneys for Second, Third, and Fourth Respondents
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(Ref: Andrew Goldschmidt)
Email: andrew@ashersons.co.za

ASHERSONS ATTORNEYS
2018 -07- 19
34 PLEIN STREET
CAPE TOWN, 8001

AND TO: A PARKER & ASSOCIATES

Attorneys for the Fifth Respondent
Suite G06, Rostra House
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Ref: AP/AS/C0293
Email: ayasha@parkerlaw.co.za
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Email: ravim@wri.co.za

Received By:

Name: NAKHA

Date: 19.7.2018

Signature: NB

AND TO: OFFICE OF THE STATE ATTORNEY, JOHANNESBURG

Attorneys for the Department of Human Settlements
10th Floor North State Building
95 Albertina Sisulu Street
Johannesburg
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CAPE TOWN COMMUNITY HOUSING COMPANY (PTY) LTD	Fifth Respondent

NOTICE OF MOTION

KINDLY TAKE NOTICE that the Applicant makes application in terms of Rule 10(4) of the Constitutional Court Rules for the following order:


1. Condoning the applicant's late filing of their application to be admitted as *amicus curiae*;
2. Granting leave to the Women's Legal Centre Trust to be admitted as *amicus curiae* in the abovementioned matter;
3. The Women's Legal Centre Trust is permitted to lodge written submissions with the Court;
4. The Women's Legal Centre Trust is permitted to make oral submissions before the Court; and

- 4. The Women's Legal Centre Trust is permitted to make oral submissions before the Court; and
- 5. Further and/or alternative relief.

TAKE FURTHER NOTICE that the affidavit of **SEEHAAM SAMAAI** will be used in support of this application.

TAKE FURTHER NOTICE that the applicant has appointed the address of their attorneys below as the address at which they will accept services of all process in these proceedings.

SIGNED AND DATED AT CAPE TOWN ON THIS 19TH DAY OF JULY 2018.



WOMEN'S LEGAL CENTRE
 1st Applicant's Attorneys
 7th Floor, Constitution House
 124 Adderley Street
 Cape Town
REF: MS S SAMAAI
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seehaam@wlce.co.za

c/o **WITS LAW CLINIC**
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 Attorneys for Second, Third, and Fourth Respondents
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ASHERSONS ATTORNEYS
 2018 -07- 19
 34 PLEIN STREET
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 11/355

AND TO: A PARKER & ASSOCIATES
 Attorneys for the Fifth Respondent
 Suite G06, Rostra House
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 Century City
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 c/o **WRIGHT ROSE-INNES INC**
 96 Jan Smuts Avenue
 Saxonworld
 Johannesburg
 Email: ravim@wri.co.za

Received By:
 Name: NARITA
 Date: 19.7.2018
 Signature: NB

AND TO: OFFICE OF THE STATE ATTORNEY, JOHANNESBURG
 Attorneys for the Department of Human Settlements
 10th Floor North State Building

95 Albertina Sisulu Street
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FOUNDING AFFIDAVIT

I, the undersigned,

SEEHAAM SAMAAI

do hereby take oath and state:-

1. I am an adult female employed as the Director at the Women's Legal Centre situated at 124 Adderley Street, 7th floor Constitution House, Cape Town.
2. I am duly authorised to institute these proceedings and to depose to this affidavit on behalf of the *amicus* applicant. I attach a resolution adopted by the




Women's Legal Centre Trust Board of Trustees on 12 July 2018 marked as annexure "SS1".

3. The facts deposed to herein are within my personal knowledge unless stated to the contrary or otherwise appears from the context, and are to the best of my belief true and correct.

INTRODUCTION

4. I have read the affidavits filed in the application for leave to appeal, including those of the *amicus curiae* applicant, the Department of Human Settlements. This application is concerned with providing the Court with a feminist and gendered lens through which to interpret and apply the law.
5. The applicant hereby applies to be admitted as *amicus curiae* in the above application, and to place written submissions and make oral argument that we believe would be critical to assisting the Court in deciding the issues.
6. This affidavit sets out:
 - 6.1. The Trust's interests in these proceedings;
 - 6.2. The Trust seeks to present argument from a feminist perspective based on principles of intersectional feminism and women's rights to housing, land and property, which we believe intersects directly with the issues for determination before the Court; more specifically:



6.2.1. We submit that there is a need to understand section 129 of the National Credit Act 34 of 2005 ('NCA') through a lens that views its impact from the perspective of women accessing their right to housing through government subsidised schemes.

6.2.2. International and regional obligations, which place an obligation on the state and private bodies to respect, protect and promote the rights of women.

6.3. Relief sought;

6.4. Compliance with Rule 10 of the Constitutional Court Rules; and

6.5. Condonation.

THE INTERESTS OF THE TRUST IN JOINING THE PROCEEDINGS

7. The Women's Legal Centre Trust ('the Trust') is a juristic person created in terms of a Trust Deed dated 03 August 1998. The Trust Deed as amended attached herein marked as annexure "SS2", authorises the Trust to conduct litigation in its own name.
8. The detailed objectives of the Trust are set out in clause 4 of the Trust Deed. A core objective of the Trust is to advance and protect the human rights of women and girls in South Africa, particularly women who suffer multiple and intersecting forms of disadvantage, and in so doing to contribute to redressing systemic discrimination and disadvantage.



9. The Trust fulfils its main object by providing free legal assistance to women, and through *amicus curiae* submissions to assist courts in constitutional and public interest matters that concern women's rights and gender equality. To this end, the Trust established the Women's Legal Centre ('WLC' or 'Centre') in order to conduct public interest litigation, including constitutional litigation, to advance women's rights.
10. One of WLC's programmatic focus areas is women's rights to land, housing, and property, in which the goal is to ensure that women have an independent right to access land, housing and property in a just and equitable manner. Access to land and housing tenure security remains a key socio-economic right for women in their everyday lives. It is intrinsically linked to women's livelihoods, their ability to care for themselves and their families, and their ability to provide shelter in a dignified manner.
11. The Centre is currently representing two women before the Western Cape High Court in similar circumstances in that they too have entered into agreements with the CTCHC, they have allegedly defaulted on their agreements, and are facing cancellations of their agreements and evictions from their homes. Our clients' cases have been joined to nine other matters where families are at risk of eviction for arrear instalment amounts. The amounts of our clients' arrears at the time of cancelation was no more than R3 000.00. Those proceedings are very similar to the current case before Court, although there are some factual differences.



PROPOSED SUBMISSIONS BY THE *AMICUS CURIAE*

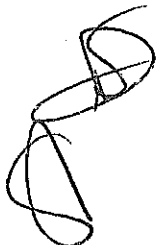
12. The WLC will not repeat the issues raised by the other parties but rather intends to highlight the plight of women in the issues before the Court for determination. To that end we do not intend to make submissions dealing with the merits of the matter, but rather focus on the framing of the merits through a gendered and feminist lens. We believe that our contribution can assist the Court in making its final determination.
13. In this regard it is important to mention that South Africa's legal framework seeks to promote women's rights to substantive equality and dignity as it recognises that women have different relationships throughout their lives and through many of these relationships issues of land, housing and property rights intersect.
14. Access to housing and land in urban and rural areas have continued to be problematic in Cape Town where apartheid spatial planning and development continue to hinder women from enjoying access to housing.
15. The reality for many of the women that the Centre provides services to is that the value and prices of property has increased exponentially to the point where ordinary working class women can no longer afford to purchase property or rent property in close vicinity to places where they work. They have difficulty in accessing formal credit from financial institutions and in affording other forms of credit. Our clients are predominantly women who rely on state subsidised housing provided by social housing vehicles such as the CTCHC.



16. The legacy of the 1913 Land Act has a rich history of how women were subjected to physical, social and economic plundering. It is from this legacy that we need to build a foundation to ensure that women are no longer left behind.
17. Against this backdrop, the present application is of grave concern to the WLC. It is particularly concerning the manner in which the instalment sale agreements are cancelled, the effect that these cancellations have on women's security of tenure, their inevitable eviction, and its impact on the livelihood of women, their families, and their ability of owning homes in future after cancellation.
18. In the circumstances, we respectfully submit that the impact of the cancellations and the manner in which they inevitably lead to the homelessness of women and children is a significant one that deserves to be fully ventilated.

The Impact of Cancellation of Agreements

19. As stated above the overwhelming majority of the women who access services from the Centre have accessed their right to housing through some form of government subsidised housing initiative. These women fall into a low-income category of persons who would otherwise not have the means by which to access housing through mortgage bonds or bank financed loans.
20. The Cape Town Community Housing Company (Pty) Ltd ('CTCHC') is an affordable housing institution funded and wholly owned by the National Housing Finance Corporation ('NHFC'). CTCHC was launched in May 1999, with the objective of gearing the institutional form of the National Housing Subsidy to achieve bigger and better quality housing for qualifying beneficiaries. Its mandate is to provide affordable housing through developments that cover all




aspects of integrated and sustainable Human Settlements spectrum within the Province of the Western Cape.

21. The NHFC was established in terms the Housing Act 107 of 1997, and administers and delivers access to government housing subsidies via the Finance-Linked Individual Subsidy Programme ('FLISP') to a particular group of beneficiaries whose income is inadequate to qualify for a home loan, but exceeds the maximum limit applicable to access Government's 'free basic house' subsidy scheme. This market segment, generally known as the 'affordable/gap' market, earns between R3 501 and R15 000 per month. NHFC administers the grants on behalf of provincial and national government and they work via subsidiaries like CTCHC, housing developers, mortgage originators and lenders. The main purpose of NHFC is to actualise the section 26(2) obligations of Government and to assist Government to provide the poor and the low- to middle income households with access to adequate housing.
22. The WLC is concerned that the impact of cancellations of these finance linked subsidy agreements effectively diminishes women's access to security of tenure and infringes on their right of access to adequate housing, provided for in section 26 (1) of the Constitution.
23. From the facts, the cancellation appears to be arbitrary in nature and there is no indication before Court that any factors related to the individual rights bearer were taken into account prior to the cancellation of the agreement. The decision seems not to have weighed up the impact of the cancellation against the personal circumstances of the individual or of the impact that it will have on the individual's right to access housing in terms of the Constitution.




24. The cancellation as a procedure and process has a profound impact on the lives of the women who are parties to the agreement and who have used the agreement along with their allocated subsidy to provide a roof over their heads. It also impacts on the women's ability to access another subsidy under the government's housing scheme.
25. The impact of cancellation, in these circumstances, without mindful consideration of the purpose and spirit of why these subsidies were provided in the first place, is disproportional to the spirit, purport and objects of the constitutional principles relating to housing. In this regard, the WLC notes that cancellation of the instalment sale agreements only advances the interests of the CTCHC as they retain the housing subsidy, which is allocated to the beneficiaries by the Department of Human Settlements. The beneficiary goes back to being homeless, continuing a vicious cycle of poverty.
26. To the extent that security of tenure forms part of the negative aspect of the right to adequate housing, the impact of the evictions in these circumstances will ultimately lead to homelessness and impact on the rights of women to access adequate housing.

Understanding section 129 of the NCA in terms of the Constitution

27. Section 129 of the NCA needs to be interpreted and applied in a purposive constitutional context, which takes into account a wide range of circumstances relevant to justify or inform the cancellation.
28. The WLC is concerned that a strict and technical approach to section 129 of the NCA unfairly prejudices beneficiaries. As such, this approach fails to consider a
- 

wide range of circumstances which are relevant to the decision to cancel the agreement.

29. The WLC, if permitted, intends making written and oral submissions on the purpose and objectives of section 129, which purpose is, *inter alia*, to explore alternative mechanisms to satisfy the debt. We will argue that the objective and purpose must include a purposive interpretation and application of section 129 within the context of where women are situated in respect to their right to housing enshrined in section 26 (1) of the Constitution.
30. The WLC further notes that the CTCHC has, for all intents and purposes, stepped into the shoes of the banks for the lower income groups in our society. Women in these groups would never have been able to qualify for mortgage bonds from banks, as they do not meet the criteria.
31. Had they qualified for a bank loan and defaulted on payments they would have been in a very different position to the one they currently face. The bank will have to execute against defaulters whilst the CTCHC merely cancels the agreement because of the default. The effect is that a beneficiary of state subsidised housing are not afforded the same legal protection, as stipulated and provided for in terms of Rule 46 read with the Rule 46A of the Uniform Rules of Court, as mortgagees who fall into arrears with the banks.
32. The decision to execute against the immovable residential property of a mortgagee is one for a judicial officer, who conducts an open natured enquiry that includes a wide range of circumstances to be taken into account and weighed up. The decision is informed by taking into account the vulnerability and the Constitutional rights and protections of the mortgagee. One of the key




issues weighed up is the amount in default, and the impact that the decision will have on the mortgagee.

33. Women under the process of a technical interpretation to section 129 are left without any protection, as their rights are never weighed up, and their personal circumstances never taken into account. The process becomes a tick box decision-making process, which has a devastating impact on the lives of people. The WLC is concerned that women are not being afforded any protection in a technical application and interpretation of section 129, and having their rights subjected to a technical process devoid of any rights.
34. An additional difference between these two "defaulting procedures" is that the mortgage bond holders will be able to receive some sort of cash back (if the sale in execution exceeds the outstanding amounts) whilst beneficiaries of the CTCHC subsidies will not only NOT receive any cash back, but will also lose all the payments they have made in terms of the instalment sale agreement, including the state allocated subsidy, with no recourse whatsoever.
35. We submit that the intention of social housing schemes cannot be to leave beneficiaries of such schemes in worse positions than they were found. The purpose behind such initiatives is also not for institutions such as the CTCHC, which steps into the shoes of the state, to financially benefit from realising a Constitutional right.

International and regional obligations

36. South Africa has signed and ratified a number of international and regional treaties and conventions, which specifically speak to its obligations as a State

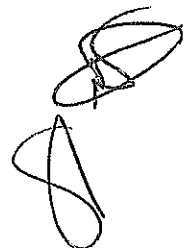


to address inequality, respect, protect and promote socio-economic rights; and to ensure gender equality, and that no one is left behind. These commitments made under the Universal Declaration of Human Rights, the International Covenant on Economic Social and Cultural Rights, the Protocol to the African Charter on Human and Peoples Rights on the Rights of Women in Africa, as well as the Sustainable Development Goals provide us with a basis and guidance in respect of rights realisation and the obligation to realise rights.

- 37. The protections provided by international and regional law obligations to women offer a contextual interpretation on the impact of these obligations in the present instance, and the additional responsibilities of both state institutions and Court's in protecting the interests and the rights of access to adequate housing for women.
- 38. Pertinent to the present proceedings are the obligations assumed by the state in terms of Article 25(1) of the 1948 Universal Declaration of Human Rights and later codified in Article 11(1) of the 1966 International Covenant on Economic, Social and Cultural Rights, both of which South Africa has ratified.
- 39. Article 11 of the International Covenant on Economic, Social and Cultural Rights ('the ICESCR') provides that state parties to the covenant recognise the right of everyone to an adequate standard of living, which includes housing and the continuous improvement of living conditions.
- 40. The Sustainable Development Goals speak directly to obligations to ensure gender equality and the eradication of discriminatory practices, laws and policies as well the commitment that no one will be left behind the pursuit of eradicating poverty and addressing socio economic rights access.



41. The Guiding Principles on Business and Human Rights (**'the Principles'**), endorsed by the Human Rights Council, were developed on the issue of human rights, and transnational corporations and other business enterprises. The Principles should be implemented in a manner that pays particular attention to the rights, needs, and challenges faced by individuals and groups at heightened risk of becoming marginalised or vulnerable, and with due regard to the different risks faced by women and men. The Principles apply to all States and business enterprises, and are grounded in recognising the role of business enterprises as specialised organs of society performing specialised functions, and that they are required to comply with applicable laws and respect human rights.
42. Article 4 of the Principles provides that states should take additional steps to protect against human rights abuses by business enterprises owned and controlled by the state, or that receive substantial support and services from state agencies. This can be done by requiring human rights due diligence
43. Regionally, the Protocol to the African Charter on Human and Peoples Rights on the Rights of Women in Africa (**'Maputo Protocol'**) places a specific obligation on the state to ensure that women have the right to equal access to housing, and acceptable living conditions.
44. In the circumstances, it is submitted that the WLC is well-placed to assist the Court.

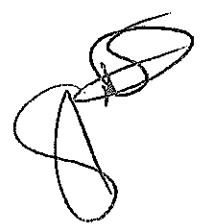


RELIEF SOUGHT

45. The Applicants seek to be admitted as *amicus curiae* in the above application. If so admitted, the Applicants further seek to be permitted to file written argument with the Court (at the direction of the Court), and to make oral submissions on the issues before the Court in the hearing of this application.

COMPLIANCE WITH RULE 10 OF THE CONSTITUTIONAL COURT RULES

46. On 12 July 2018, WLC directed letters to the attorneys for the First to Twelfth Applicants, and the First and Fifth Respondents, attached and marked 'SS3'. On 13 July 2018, WLC directed a letter to the attorneys representing the Second to Fourth Respondents, attached and marked 'SS4'. The letters were sent in accordance with Rule 10(1), seeking consent to join the proceedings as *amicus curiae*.
47. Attorneys for the Applicants provided consent on 13 July 2018, and the Second, Third, and Fourth Respondents provided consent on 16 July 2018. The letters of consent are attached at 'SS5' and 'SS6', respectively.
48. The First and Fifth Respondents have not provided the Trust with consent to join the proceedings. This gave rise to the need to make the following application. As a result of obtaining consent from the Second to Fourth Respondents after 13 July 2018, and the failure to secure the consent of the First and Fifth Respondents, the Trust is unable to comply with Rule 10 of the Constitutional Court Rules.



CONDONATION

49. In terms of the Directions issued by the Honourable Court dated 14 February 2018, the Respondents were to file their written submissions on 06 July 2018.
50. Rule 10(1) states that any person may join proceedings as *amicus curiae*, and with the written consent of all the parties. The consent must be given not later than the time specified in Rule 10(5), which states that where time limits are not prescribed in directions, then the consent must be obtained five (5) days after the Respondents file their written submissions, or the time period for such filing has expired.
51. The Applicants were therefore meant to obtain consent five days after 06 July 2018, on or before 13 July 2018.
52. The Fifth Respondent filed its written submissions on 29 June 2018, however the First Respondent has not filed its written submissions. The Trust followed a wide interpretation of the Rule – being that the First Respondent still had time to file, and to do so by 06 July 2018. Therefore, the date at which the computation of the five days for obtaining consent would begin is 06 July 2018.
53. Attorneys for the First to Twelfth Applicants provided consent on 13 July 2018, however the Second to Fourth Respondents provided consent on 16 July 2018, with the remaining Respondents not providing consent at all. As a result, the Trust did not obtain consent five days after the expiration of the period at which the Respondents were meant to file their written submissions. It is therefore necessary to apply for condonation.



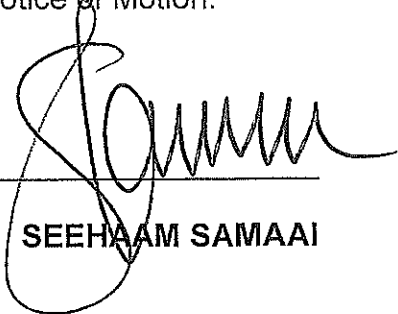
54. The Trust conducts its business of providing services and instituting litigation based on its available funding. Due to the limited funds available to obtain counsel's opinion and to prepare this application our efforts to intervene and bring this application has been frustrated and delayed. We have prepared this application with limited assistance and guidance from junior counsel who has been willing to provide her services at a significantly reduced rate.

55. The Centre submits that there will be no prejudice suffered by the parties due to the late filing of this application. The application was prepared immediately after the letters of consent were sent to the parties, and in the event that the consent would not be secured timeously. There is no substantial delay between the expiration of the period for obtaining consent, and the filing of this application.

56. The Centre will also submit its oral submissions by Tuesday, 24 July 2018 to avoid any delays in the hearing of the matter.

CONCLUSION

57. The Trust accordingly prays for an order in terms of the Notice of Motion.



SEEHAAM SAMAAI

I certify that on this 14th day of **July 2018**, in my presence at **CAPE TOWN** the deponent signed this declaration and declared that she:

- a) knew and understood the contents hereof;
- b) has no objection to taking this oath;



- c) considered this oath to be binding on his/her conscience and uttered the words "I swear that the contents of this declaration are true, so help me God".



COMMISSIONER OF OATHS

NATASHA DU PREEZ
COMMISSIONER OF OATHS,
ATTORNEY R.S.A.,
VAN DER SPUY AND PARTNERS
SUITE 603, CONSTITUTION HOUSE,
ADDERLEY STREET, CAPE TOWN, 8000



RESOLUTION OF THE WOMEN'S LEGAL CENTRE TRUST

The Trustees of Women's Legal Centre ("Trust") resolve that:

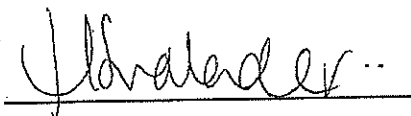
1. The Trustees on behalf of the Trust will bring an application to intervene as *amicus curiae* in the matter of **RIAAN MOGAMAT AMARDIEN & 11 OTHERS v THE REGISTRAR OF DEEDS & 4 OTHERS**, in the Constitutional Court of South Africa, held at Braamfontein, under CASE CCT 212/17, where the Applicants have applied to the Court in terms of Rule 19 of the Rules of the Constitutional Court for an order granting the Applicants leave to appeal against the judgment and order handed down by the Honourable Justice Binns-Ward (in case number 5283/2016), and an order setting aside the order of the High Court and replacing it with an order granting the Applicant's application. Alternatively, an order remitting the matter to the High Court to determine a dispute in respect of the notices that were sent to Applicants in terms of section 129 of the National Credit Act 34 of 2005 by the Cape Town Community Housing Company (PTY) LTD (the 'CTCHC').
2. The case concerns the Applicants', who purchased homes from the CTCHC in terms of instalment sale agreements, right to housing. The CTCHC was established by the City of Cape Town to build houses for those who fall into a low income bracket. The agreements that the Applicants signed with the CTCHC work in conjunction with state subsidies, provided by the Western Cape Provincial Government. The impact of the manner in which the CTCHC cancelled the Applicants' instalment sale agreements impacts not only on the Applicants' right to housing, and their ability to be provided with state-subsidised homes in the future, but also on all those who have entered into similar agreements with the CTCHC. The Trust will make submissions in relation to the right to access housing for women in respect of the state subsidy system; the disproportionate impact on the right to housing of women upon the cancellation of subsidy-linked agreements, the legal protections afforded in evictions, the impact of evictions on women; the need to understand section 129 of the National Credit Act 34 of 2005 in terms of section 26 of the Constitution, and vulnerable groups, particularly women-headed households;

and South Africa's international and regional obligations relating to the above three points, and access to state subsidised housing for women.

3. The Trustees hereby delegate authority to Seehaam Samaai, who is the Director and an admitted attorney employed as such at the Women's Legal Centre, Cape Town:

- 3.1 To take all necessary steps to sign all papers in order to bring the application on behalf of the Trust;
- 3.2 To brief counsel to argue the matter; and
- 3.3 To take all necessary steps on behalf of the Trust to advance arguments in the application.

DATED AT JOHANNESBURG ON THIS 12th DAY OF JULY 2018.



NASREEN RAJAB-BUDLENDER

(CHAIRPERSON OF THE WOMEN'S LEGAL CENTRE TRUST)



AMENDED DEED OF TRUST

in respect of

THE WOMEN'S LEGAL CENTRE TRUST

entered into by

MARY SUSAN CAESAR

YASMIN TAYOB CARRIM


LEBOGANG TEMPERANCE MALEPE

HAPPY MASONDO

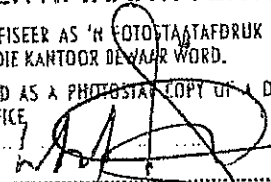
ALISON RACHELLE TILLEY

("the Trustees")

I certify this to be a true copy of the original
Commissioner of oaths


Name: JENNIFER WILLIAMS

Practising Attorney
WOMEN'S LEGAL CENTRE
7th Floor, Constitution House
124 Adderly Street
Cape Town 8001

SERTIFIKAAT/CERTIFICATE
GESERTIFISEER AS 'N FOTOKOPIA/AFDRUK VAN 'N DOKUMENT
WAT IN DIE KANTOOR DE WAAR WORD.
CERTIFIED AS A PHOTOSTAT COPY OF A DOCUMENT FILED IN
THIS OFFICE

MEESTER VAN DIE HOË HOF/MASTER OF THE HIGH COURT
MEESTER SE KANTOOR KAAPSTAD/MASTERS OFFICE CAPE TOWN

MASTER OF THE HIGH COURT
CAPE TOWN
2009-04-03
KAAPSTAD
MEESTER VAN DIE HOË HOF



MALLINICKS
ATTORNEYS

Telephone +27 21 410 2200
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1st Floor Granger Bay Court
Beach Road, V&A Waterfront
Cape Town 8001
PO Box 3667 Cape Town 8000

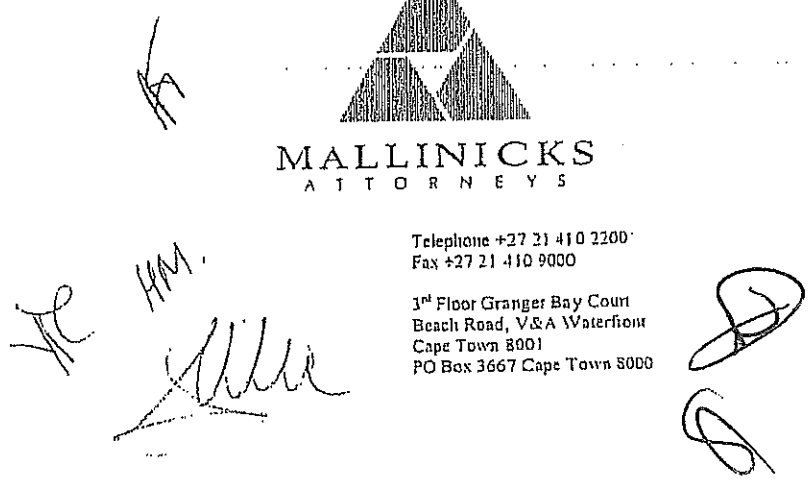
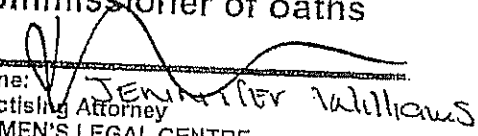


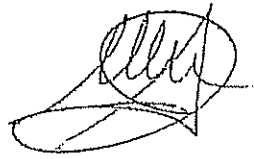





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I certify this to be a true copy of the original
Commissioner of oaths


 Name: Jennifer Williams
 Practising Attorney
 WOMEN'S LEGAL CENTRE
 7th Floor, Constitution House
 124 Adderly Street
 Cape Town 8001

1. INTERPRETATION

In this trust deed:-

1.1 clause headings are for convenience only and may not be used in its interpretation;

1.2 unless the context clearly indicates a contrary intention:-

1.2.1 words indicating the singular includes the plural and vice versa;

1.2.2 words indicating any one gender includes the other genders;

1.2.3 any reference to a natural person includes a juristic person and vice versa;

1.2.4 the words "capital" and "amount" are given their widest meanings and shall include assets or rights of any kind;

1.2.5 the word "pay" and its derivatives means and includes the words "pay", "deliver", "give possession", "cede" or "transfer" and their respective derivatives.

1.3 the following words and expressions shall bear the meanings assigned to them and cognate words and expressions shall bear corresponding meanings, namely:-

1.3.1 "Act" means the Income Tax Act No. 58 of 1962, as amended from time to time, or any statute replacing it;

1.3.2 "auditors" means the auditors of the company for the time being;

1.3.3 "beneficiaries" means those who benefit in terms of the purpose and objects of the trust;

1.3.4 "Commissioner" means the Commissioner for the South African Revenue Services;

1.3.5 "the Founder" means Coriaan De Villiers;

1.3.6 "initial trustees" means:

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1.3.6.1 Victoria Jane Mayer;

1.3.6.2 Coriaan De Villiers;

1.3.6.3 Karrisha Pillay;

1.3.6.4 Alison Rachelle Tilley;

1.3.6.5 Michelle Anne O'Sullivan;

1.3.6.6 Happy Masondo; and

1.3.6.7 Sandra Liebenberg;

1.3.7 "net income" means the gross income of the trust less the costs of its administration;

1.3.8 "Trustees" means the Trustees for the time being of the trust;







1.3.9 "trust" means the Women's Legal Centre Trust, constituted in terms of this trust deed;

1.3.10 "trust assets" means all income and capital of the trust and shall include:-

1.3.10.1 all receipts, accruals, assets and rights of whatsoever nature which the Trustees may acquire in their capacities as such or which may accrue to or in favour of the Trustees in their capacities as such, including without restricting the generality of the foregoing, any right of whatsoever nature in or to immovable property; and

1.3.10.2 all additions, accruals, income, profit or interest arising out of the receipts and accruals referred to in 1.3.10.1 and/or the exercise by the Trustees of their powers in terms hereof;

1.3.11 "WLC" means the Women's Legal Centre.

WLC      

- 1.4 reference to any statutory provision includes a reference to that provision as modified, amended, extended or re-enacted from time to time and to any statutory replacement thereof from time to time.
- 1.5 when a company is referred to it includes a close corporation or any other type of legal entity whether registered or not and any reference to shares in a company shall include interests in a close corporation or other legal entity.
- 1.6 reference to a month means a calendar month reckoned from the first of the month to the end of that month.
- 1.7 reference to days means calendar days, which shall be counted by excluding the first day and including the last day, unless the latter falls on a Saturday, Sunday or public holiday, in which event the last day shall be the first business day thereafter.
- 1.8 if any provision in the definitions is a substantive provision conferring rights or imposing obligations on either party, then notwithstanding that such provision is contained only in the definitions, effect shall be given thereto as if such provision were a substantive provision in the body of this agreement.

2. RECORDAL

- 2.1 The Founder and the initial trustees established a trust called the WLC Trust for the sole purpose of establishing, managing and controlling a Women's Legal Centre or Centres:
 - 2.1.1 where legal assistance will be given free of charge to the public, particularly to women, in cases which involve public interest or constitutional litigation;
 - 2.1.2 where legal research, education and training may also be undertaken; and
 - 2.1.3 for the purpose and objects as set out in clause 4 below.
- 2.2 The trust was registered by the Master of the Cape High Court on 18 September 1998 under trust registration number IT 3486/98.
- 2.3 Since the establishment of this trust, the Founder has resigned and various of the initial trustees have been substituted. The current trustees have decided

to make various amendments to the WLC Trust and accordingly have executed this amended WLC Trust without altering the philosophy, purpose and objects of the WLC Trust as established by the initial trustees.

3. CREATION OF TRUST

3.1 A trust is hereby constituted and shall be known as the "Women's Legal Centre Trust".

3.2 The initial capital of the trust consisted of R100.00 (one hundred Rand) which the Founder donated. The Trustees hereby accept such donation, subject to the terms and conditions of this trust deed.

3.3 The initial subject matter of the trust shall be capable of being added to and increased from time to time and the trust capital shall consist of all assets, corporeal or incorporeal, which the trust may from time to time acquire pursuant to this trust deed and shall include any part of the net income of the trust which is not distributed.

3.4 The payment, delivery, cession or transfer of any asset to the Trustees shall be sufficient to vest the same in trust on the terms and conditions and for the purposes set forth in this trust deed.

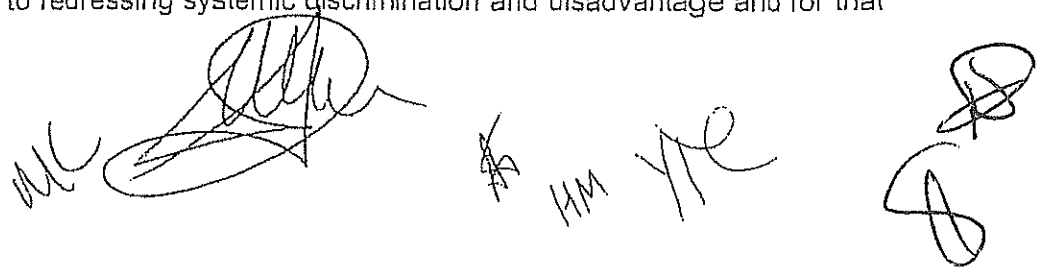
3.5 The Trustees have agreed to accept office and to administer the trust for the objects set forth in this trust deed, and to enter into this written Deed of Trust to give effect to the said objects, as they hereby do.

4. PURPOSE AND OBJECTS OF THE TRUST

4.1 The trustees recognize the systemic discrimination and disadvantage suffered by women in South Africa.

4.2 The trustees therefore wish to manage, control and provide legal assistance to the WLC.

4.3 The main objects of the Trust and the WLC are to advance and protect the human rights of all women in South Africa, particularly black women, who suffer many different and intersecting forms of disadvantage and in so doing to contribute to redressing systemic discrimination and disadvantage and for that purpose:



- 4.3.1 the main activity of the WLC is conducting public interest litigation, including constitutional litigation to advance the human rights of women;
- 4.3.2 the WLC Trust may conduct such litigation in its own name, including intervening in court proceedings as *amicus curiae* ("friend of the court");
- 4.3.3 the WLC provides legal services and representation free of charge, particularly to women, who would not otherwise be able to afford such services in conducting such litigation;
- 4.3.4 the WLC may employ and/or instruct counsel, attorneys, and other persons for the purposes of implementing the objects of the WLC;
- 4.3.5 other activities of the WLC, in furtherance of its objectives; may include:
 - 4.3.5.1 advocacy, policy and legal interventions, other than litigation;
 - 4.3.5.2 engaging in legal research;
 - 4.3.5.3 conducting training, workshops and seminars;
 - 4.3.5.4 publication of legal research and information dissemination;
 - 4.3.5.5 promotion of the development of women lawyers; including but not limited to establishing a scholarship;
 - 4.3.5.6 developing links and networks with groups who promote the objects of the trust;
 - 4.3.5.7 where possible, assisting groups to formulate their policy and legal interventions;
 - 4.3.5.8 developing a database of national and international organisations committed to human rights;

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- 4.3.5.9 referral of cases which can more appropriately be dealt with by persons other than the WLC; and
- 4.3.5.10 providing assistance and training to legal clinics, para-legals and advice offices at which services are rendered to the public free of charge.

5. GUIDING PRINCIPLES AND NATURE OF THE TRUST

- 5.1 The Trustees in making their decisions in terms of this trust deed shall do so in a manner which is non-racial, non-sexist, impartial, democratic, accountable and financially responsible.
- 5.2 The Trust shall be:
 - 5.2.1 an independent organisation and shall not engage in any activities of a party-political nature;
 - 5.2.2 a non-governmental organisation; and
 - 5.2.3 a not-for-profit organisation.

6. TRUSTEES

- 6.1 The current Trustees are:
 - 6.1.1 ALISON RACHELLE TILLEY;
 - 6.1.2 MARY SUSAN CAESAR;
 - 6.1.3 HAPPY MASONDO;
 - 6.1.4 YASMIN TAYOB CARRIM;
 - 6.1.5 LEBOGANG TEMPERANCE MALEPE;

and such Trustees by their signature hereto accept and confirm their appointment as such.

- 6.2 The Trustees shall at all times have the right to co-opt further Trustees, provided that such co-option is in accordance with the decision making

WLC [Signature] [Signature] HM [Signature]

procedures set out herein, and such further Trustees are authorised to act as such by the Master of the High Court, in terms of the relevant statute.

6.3 There shall at all times be not fewer than 3 Trustees in office for the valid exercise of the powers and discharge of the duties of the Trustees in terms of this trust deed. In the event of the above requirement not being fulfilled at any time, then the Trustees remaining in office shall be empowered to act only to appoint such further Trustees as are required to make up the minimum number of Trustees whereafter they shall again be charged with the duty of administering the trust.

6.4 The following persons shall be disqualified from serving or being appointed as Trustees:-

6.4.1 any person who is disqualified in terms of the company laws for the time being of South Africa from occupying office as a director of a company;

6.4.2 a person whose estate has been sequestrated (provisionally or finally) and has not been rehabilitated;

6.4.3 a person who has been found, by a competent authority, to be of unsound mind or a lunatic or declared incapable of managing his own affairs;

6.4.4 an employee of the WLC;

6.4.5 a person, other than an employee of the WLC, who provides (paid) legal services to the WLC.

6.5 A trustee shall cease to hold office if:-

6.5.1 he or she is disqualified from holding office as such in terms of clause 6.4 above;

6.5.2 if he or she dies;

6.5.3 he or she resigns his office as trustee by notice in writing to the Trustees;

6.5.4 he or she becomes disqualified in law to hold the office of trustee;

[Handwritten signatures and initials: MC, HM, etc.]

6.5.5 he or she is replaced as a trustee in accordance with the provisions of this trust deed

6.5.6 he or she is removed as a trustee by a resolution of two-thirds of the Trustees duly passed.

6.6 If a trustee wishes to apply for a position of employment at the Centre, she must resign prior to applying for such position.

6.7 Notwithstanding 6.4 and 6.6 a trustee may be appointed by a majority of the trustees in an acting capacity in the Centre for a period of 6 months in the event of an emergency.

6.8 No portion of the trust assets shall form part of the personal estates of the Trustees nor shall it be paid or transferred directly or indirectly to the Trustees or any member of their families, and all trust assets shall be registered in the name of the trust.

6.9 Any of the Trustees may, with the unanimous written consent of all the Trustees, be paid a reasonable remuneration which is not excessive, having regard to what is generally considered reasonable in terms of trustee's remuneration, and is commensurate with and in return for any actual services rendered to the trust.

6.10 The Trustees shall be entitled to the reimbursement of actual costs, expenses and commitments reasonably incurred in good faith on behalf of the trust and with its authority.

7. APPLICATION OF TRUST FUNDS

7.1 The costs of administration of the trust shall be a first charge on the gross trust income which costs shall include, but not be limited to, all trust expenses, and any levy, duty or tax whatsoever levied on the Trustees in their respective capacities and all costs, charges and disbursements whatsoever incurred by the Trustees in or arising out of the performance of their actual duties under this deed.

7.2 The Trustees shall:

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7.2.1 apply so much of the available funds of the trust, whether capital or income, as they deem necessary solely for the attainment of the trust's objects as set out above;

7.2.2 not distribute any of its net income or gains to any person other than in terms of this trust deed.

7.3 Subject to 7.2 above, the Trustees shall have the power, in their sole discretion:-

7.3.1 to determine the manner in which the trust capital and the net income shall be applied or dealt with from time to time;

7.3.2 to determine the terms and conditions, if any, to be attached to the payment, application or expenditure of the net income or trust capital or any portion thereof;

7.3.3 to determine when the trust capital or net income or any portion thereof shall be applied, expended, paid or used in any manner whatsoever towards the furtherance of the purposes and object of the trust;

7.3.4 to accumulate, at any time and from time to time, any portion of the trust capital or net income for any capital project or projects or for any other purpose or reason whatsoever which they, in their discretion, deem to be in the interests of the trust and the beneficiaries in the furtherance of the purposes and object of the trust in terms hereof, provided that, in the event that the trust has been tax exempt, the prior consent of the Commissioner is first obtained;

7.3.5 to invest responsibly any portion of the trust capital or net income:-

7.3.5.1 with a financial institution as defined in Section 1 of the Financial Institutions (Investment of Funds) Act No. 39 of 1984;

7.3.5.2 in securities listed on a licensed stock exchange as defined in Section 1 of the Stock Exchanges Control Act No. 1 of 1985;

7.3.5.3 in such other prudent investments in financial instruments and assets as the Commissioner may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations, provided that the provisions of this sub-clause shall not prohibit the Trust from retaining any investment in the form that it was acquired by way of donation, bequest or inheritance.

7.4 Subject to clause 6.9 and 6.10 , the trust is to be administered in such a manner as to preclude any donor, trustee and/or their families from deriving any monetary advantage from moneys paid to, by or for the benefit of the trust.

8. SECURITY DISPENSED WITH

No trustee, whether appointed or co-opted in terms of this trust deed, or appointed as a successor to a trustee, shall be required by the Master of the High Court, or any other competent authority, to furnish any security of any nature, nor shall any security be required for the due performance of any duty under the Trust Property Control Act No. 57 of 1988, as amended, or under any other statutory provision which may now be or may hereafter become of force or effect, the intent and purpose being that no trustee shall be required to give any security in respect of or in connection with or arising out of such appointment.

9. DECISIONS OF THE TRUSTEES AND PERFORMANCE OF THEIR DUTIES

9.1 The business of the trust shall be managed by the Trustees. Subject to the Trustees giving effect to the terms and conditions of this deed, they shall, in administering the trust and its affairs, generally adopt such procedures and take such administrative steps as they may from time to time deem necessary and advisable. They shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Trustees shall meet at least once a year, within 90 days of the end of the financial year.

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- 9.2 The director of the WLC shall be entitled to be present at all meetings of the trustees, save where a conflict of interest may arise.
- 9.3 Any trustee shall at any time be entitled to summon a meeting of the Trustees provided that any trustee calling a meeting shall endeavour to give at least 15 (fifteen) days written notice to the Trustees thereof, save in respect of urgent matters requiring a meeting at less than 15 (fifteen) days notice.
- 9.4 The majority of the Trustees in office shall be required to form a quorum of Trustees for the purposes of meetings of the Trustees.
- 9.5 The Trustees shall appoint a chairperson and such other officers of the trust as they may decide.
- 9.6 Decisions and questions arising at any quorate meeting of Trustees shall be decided by a simple majority, save where otherwise provided herein.
- 9.7 A resolution in writing signed in favour thereof by a majority of Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted. Any trustee may indicate his or her agreement, in the context of this clause, by way of a signed letter or facsimile transmission or by electronic mail transmission. A resolution as contemplated in this clause may consist of several documents each signed by one or more of the Trustees (provided that in all, the requisite number of Trustees have signed) and shall be deemed to have been passed on the date on which it was signed by the last trustee who signed it (unless provided to the contrary in such resolution).
- 9.8 Subject to any provision to the contrary contained herein, all contracts, deeds, cheques or documents required to be signed on behalf of the Trust shall be signed in such manner as the Trustees from time to time determine.
- 9.9 All resolutions taken by the Trustees will be recorded and copies thereof kept by the Director.
- 9.10 A trustee may, if unable to attend any meeting of the Trustees, appoint another trustee in writing to act and vote on his behalf at any specified meeting of Trustees.
- 9.11 The Trustees may appoint any committee from among the Trustees, and may grant or delegate any of their powers to such committees. Any such

delegation or grant of powers shall not preclude the Trustees from themselves exercising such powers. The Trustees may withdraw any such delegation or grant of powers at any time. The Trustees may authorise such committees to seek the advice of further persons, who are not Trustees.

9.12 The Trustees may co-opt people, whether Trustees or not, to attend meetings of the Trustees or their committees and to undertake any of the duties that the Trustees may from time to time delegate to them. Such persons who are not Trustees shall act in an advisory capacity only and shall not have a vote at any meeting of the Trustees.

10. POWERS OF TRUSTEES

10.1 Subject to the express limitations on Trustees' powers set out in this trust deed, the Trustees shall have all such powers and capacity in relation to the trust and the trust assets as:-

10.1.1 are legally required and/or permitted;

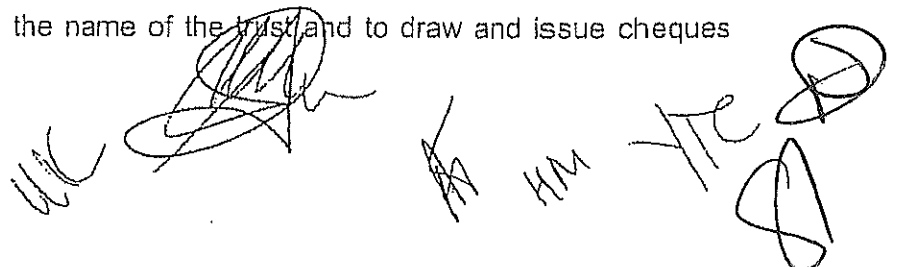
10.1.2 any natural person with full legal capacity may have in relation to his own affairs,

and the discretionary powers vested in the Trustees in terms of this trust deed shall be complete and absolute, and any decision made by them pursuant to any such discretionary powers shall be unchallengeable by any person affected thereby.

10.2 The Trustees shall, subject to the provisions of clause 10.4, deal with the trust assets in order to achieve the objects of the trust and shall, subject to the provisions of this trust deed, possess and enjoy all ancillary and/or incidental rights and powers necessary for and incidental to such objects.

10.3 Without limitation of the general powers and discretion conferred on the Trustees, but subject to the limitations contained in clause 7 above they shall have, inter alia, the following rights and powers which they may exercise for the purposes of the trust in their discretion:-

10.3.1 to open and operate any banking account and/or building society account in the name of the trust and to draw and issue cheques



and to receive cheques, promissory notes and/or bills of exchange, and to endorse any of the same for collection by the bank and/or building society at which the said account was opened. Withdrawals shall be made on the signature of at least two persons, one of whom must be a Trustee. The other signatories may be such persons as the Trustees may determine from time to time by written resolution, provided that withdrawals of a stipulated amount or less shall be made on the signature of such two persons as the Trustees may determine from time to time by written resolution;

10.3.2 to enter into any contracts and execute any documents by or on behalf of the trust, for the purpose of giving effect to the objectives of the trust;

10.3.3 to buy or sell (by public auction, private treaty or otherwise) movable, immovable or incorporeal property of whatever nature, and to sign and execute any agreement or deed of sale in relation thereto, and to sign and execute all requisite documents and do all such things necessary for the purpose of effecting and registering, if needs be, transfers according to law of any such property, whether movable, immovable or incorporeal, bought or sold by the Trustees, provided the powers in this sub-clause are exercised for the sole benefit of the beneficiaries;

10.3.4 to receive, accept or acquire, or donate, cede, assign or otherwise dispose of, any other right to or over immovable property not constituting full ownership, whether registerable or not;

10.3.5 to buy, sell and/or exchange shares, interest, debenture, stocks, units, promissory notes, bills of exchange and any other negotiable instruments and documents of any kind, and to do all things requisite and sign all documents requisite to acquire or, as the case may be, to give transfer and title thereto;

10.3.6 make loans for the benefit of beneficiaries (but not to a trustee, donor and/or any of their relatives or to any private company) on such terms and conditions and at such interest rate, if any, as the

Handwritten signatures and initials: ALC, [Signature], HM, YTE, [Signature]

Trustees may determine, and to sign and execute all requisite documents and to do all things necessary for the effecting and registration of any such security;

10.3.7 to vary any investment made in terms hereof by realising the same and/or by substituting therefor any other investment which the Trustees are empowered in terms hereof to make;

10.3.8 to borrow money on such terms and conditions and at such interest and from such persons as the Trustees may determine, and either without security or upon such security over movable or immovable property as the Trustees may determine, and to sign and execute all requisite documents and to do all things necessary for the effecting and registration of any requisite instrument of debt and of any such security;

10.3.9 to mortgage, pledge and/or hypothecate any movable, immovable or incorporeal property forming part of the assets of the trust, and enter into suretyships and, for the purpose of any such mortgage, pledge, hypothecation or suretyship, to sign and execute all requisite documents and do all things necessary for effecting and registering the same, provided that such power shall only be exercised for the benefit of the beneficiaries;

10.3.10 subject to clauses 6.4.1 and 10.4.5, to let, either by written agreement of lease or otherwise, improve, alter or maintain any immovable property belonging to the trust or any improvements thereon;

10.3.11 any asset acquired by way of donation, inheritance or bequest, may be retained or continued, in the form so acquired;

10.3.12 to sue for, recover and receive all debts or sums of money, goods, effects and things whatever, which may become due, owing, payable or belonging to the trust, and to take action in a court of law on behalf of the trust and/or defend any proceedings which may be instituted against the trust;

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- 10.3.13 to defend, oppose, adjust, settle, compromise and/or submit to arbitration all accounts, debts, claims, demands, disputes, legal proceedings and matters which may subsist or arise between the trust and any person, company, corporation or body whatever, and for the purposes aforesaid, to do and execute all necessary acts and documents;
- 10.3.14 to attend all meetings of creditors of any person, company, corporation or body whatever indebted to the trust, whether in insolvency, liquidation, judicial management or otherwise, and to vote for the election of a trustee or Trustees and/or liquidator/s and/or judicial manager/s and also to vote on all questions submitted to any such meeting of creditors and generally to exercise all rights accruing to a creditor;
- 10.3.15 subject to clause 10.4.5 to exercise and take up or to sell and realise any rights of conversion or subscription attaching, accruing or appertaining to any share, debentures or units forming part of the assets of the trust;
- 10.3.16 to cause, in the case of any company or unit trust scheme which is precluded by its articles of association or trust deed or which refuses to transfer any shares, debentures or units forming part of the assets of the trust into the name of the Trustees as such, the transfer of the said shares, debentures or units into their own names or into the name of a bank, trust company or other suitable nominee;
- 10.3.17 to give receipts, releases or other effectual discharges for any sum of money or things recovered;
- 10.3.18 to pay out of the funds of the trust all debts incurred on behalf of the trust by the Trustees in the exercise of their powers in terms hereof;
- 10.3.19 subject to clause 10.4.2, to accept on behalf of the trust all or any donations of whatsoever nature, whether in the form of funds or movable or immovable property or any right therein, or otherwise, from the donor or from any other person whatever;

Handwritten signatures and initials at the bottom of the page. From left to right: 'MJC', a large scribbled signature, 'FM', 'HM', and a signature that appears to be 'YTC' with a large '8' below it.

10.3.20 to determine whether any surplus on the sale of any assets of whatever description of the trust, and whether movable or immovable property, and the receipt of any bonus, shares or units by the trust be regarded as income or capital of the trust and to revise any such decision taken by them;

10.3.21 to employ professional practitioners, agents and employees, including a Director, to administer the trust assets, to carry out the objectives of the trust and to pay their fees, commissions, remuneration and any other charges out of the funds of the trust, and to confer, if necessary, upon such agents or employees so appointed the right to exercise any discretion which may be vested in the Trustees;

10.3.22 to terminate the employment of any such professional practitioners, agents or employees;

10.3.23 to improve and develop immovable property acquired by the trust and to expend the capital and/or net income of the trust upon the preservation, maintenance and upkeep of any such property.

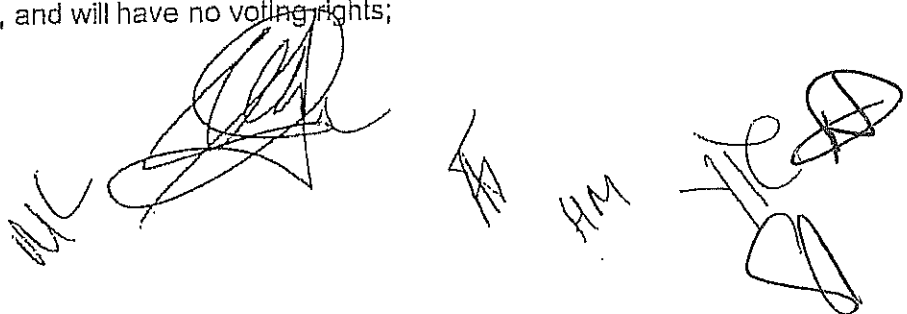
10.4 Notwithstanding anything to the contrary herein contained:-

10.4.1 no benefits may be allocated by the trust during its existence for any purpose other than those envisaged in clause 7 above;

10.4.2 all donations made by or to the trust must be irrevocable and unconditional and must be subject to the terms and conditions of the trust deed;

10.4.3 no trustee shall have a direct or indirect interest in or benefit from any contract which the Trustees may conclude with any company (unless previously disclosed and agreed to unanimously by all the remaining Trustees);

10.4.4 paid officials of the trust, other than Trustees, may only serve on the management committee or board of Trustees in an advisory capacity, and will have no voting rights;



10.4.5 the Trustees may not cause the trust to acquire immovable property solely for letting purposes nor may the Trustees engage in any trading operations or speculative transactions, including inter alia, ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities as well as letting property on a systematic or regular basis. Notwithstanding the foregoing it is expressly provided that if immovable property is donated or bequeathed to the trust and such property is rent producing then the Trustees shall be permitted to continue letting the property without jeopardising the tax status of the trust, in the event that the trust has obtained a tax exemption;

10.4.6 the Trustees may not allow immovable property owned by the trust to be occupied free of charge by any person except beneficiaries, or officers or employees of the trust.

10.4.7 no competition, contest, game, scheme, arrangement or system in connection with which any prize may be won shall be conducted or caused to be conducted by the trust unless an authority in terms of the relevant Act has been obtained beforehand;

10.4.8 should the services of a fund raiser be made use of for collection contributions, the expenses (remuneration and/or commission included) may not exceed 40% (forty percent) of the total turnover of such collection.

11. PATRONS

The trustees shall be further empowered to institute and award an honorific title of "Patrons", which may be accorded at their discretion from time to time to such one or more persons as they may deem appropriate, with a view to giving recognition to special relationships of value and significance to the Trust. Patrons shall have neither legal rights nor responsibilities, but may be consulted by the trustees and shall be entitled to give advice as they may consider relevant and appropriate.

12. DISPUTE RESOLUTION

12.1 In the event of a dispute arising between the Trustees relating to:-

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- 12.1.1 the interpretation or application of this agreement;
- 12.1.2 the proper attainment of the purpose and objects of the trust;
- 12.1.3 any other matter whatsoever pertaining to the carrying out of their duties as Trustees,

and the Trustees being unable to reach resolution of the dispute amongst themselves, the Trustees commit themselves to mediation, or, failing that, arbitration on the terms set out more fully below.

- 12.2 Within 15 (fifteen) days of the dispute arising, the dispute shall be referred to a mediator agreed upon between the Trustees.
- 12.3 In the event that the Trustees are unable to agree on a mediator within the said 15-day period, the mediator will be appointed by the Alternative Dispute Resolution Association of South Africa, or in the event that they are no longer in existence at the time, by the Arbitration Foundation of South Africa, which shall nominate a person or persons with expertise appropriate to the nature of the matter in dispute.
- 12.4 In the event of the mediator failing to resolve the dispute within a further period of 15 (fifteen) days from his or her appointment, the dispute shall be referred to an arbitrator agreed upon between the Trustees whose decision in regard to the dispute shall be final and binding. In the event that the Trustees are unable to agree upon an arbitrator, he or she or they shall be appointed by the Arbitration Foundation of South Africa, and either party may approach the said Foundation for such appointment.
- 12.5 The procedure for such arbitration shall be governed by the rules of the Arbitration Foundation of South Africa, provided that the arbitrator shall have due regard to the need for the dispute to be resolved expeditiously and shall endeavour to ensure that his or her decision thereon is made available to the Trustees within 21 (twenty-one) days of his or her appointment as arbitrator.
- 12.6 The mediator and the arbitrator in making their decisions shall have due regard to and shall be guided by the principles set out in clause 5 above.

13. BOOKS OF ACCOUNT

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, initials 'HM' in the center, and several other scribbled marks on the right.

- 13.1 The Trustees shall keep true and correct records and books of account of their administration of the trust, in such manner and form as is necessary to reflect fairly the position of the trust at all times. There shall be recorded in such books and records, *inter alia*, any change of the trust assets from time to time, the income and all outgoings applicable to the administration of the trust.
- 13.2 The Trustees shall cause the trust's books of account to be audited by the auditors and an annual income statement and balance sheet drawn within 6 (six) months after the year end reflecting the affairs of the trust for the year end and its assets and liabilities at the last day of the month of December of each year. The income statements and balance sheets shall be certified by the Trustees and the auditors and a copy thereof sent to the official designated for this purpose in terms of the Non-Profit Organisations Act, No 71 of 1997 in the event of the trust being a registered non-profit-organisation in terms of the said Act, and to the Commissioner, in the event that the trust has been granted tax exempt status.
- 13.3 The audit of the trust's books of account shall be carried out by auditors to be appointed from time to time by the Trustees, who shall have the right to terminate any such appointment and to appoint any other auditors. The Trustees shall take all necessary steps to procure the appointment of auditors of the trust as soon as is reasonably possible after the date of execution hereof and there shall at all times thereafter be auditors of the trust.
- 13.4 The Trustees shall not be bound to file any liquidation, distribution or administration accounts with any officer, official or person except insofar as they may be obliged to do so in terms hereof or under the provisions of any law.

14. LOSSES

None of the Trustees shall be answerable for or liable to make good any loss occasioned to or sustained by the trust from any cause whatever, save for any loss as shall arise from a wilful act of dishonesty of the trustee involved. No trustee shall be liable for any act of dishonesty committed by any trustee unless he or she was a party thereto. The Trustees shall at all times be deemed to have been indemnified out of the assets of the trust against all claims and demands of whatever nature arising out of the exercise or purported exercise by them of any powers conferred under this trust deed.

Handwritten signatures and initials at the bottom of the page, including 'WAC', 'HM', and several scribbled-out marks.

15. LEGAL PROCEEDINGS

All legal proceedings by or against the trust, including proceedings in the interest of the public, shall be instituted in the name of the trust. However, when the trust acts on behalf of a client, it shall institute legal proceedings in the name of such client.

16. TERMINATION OF TRUST

16.1 The trust may be terminated by a resolution passed by at least a 75% (seventy five percent) majority of all Trustees in office at a special meeting convened for a purpose of considering such matter. Not less than 21 (twenty one) days notice shall be given of such meeting and the notice convening the meeting shall clearly state that the dissolution of the trust and disposal of its assets will be considered.

16.2 Any resolution to terminate the trust shall provide for the payment of all costs involved in the dissolution of the trust and the application of the trust assets.

16.3 On dissolution of the trust, the remaining trust assets, if any, will be transferred to a similar public benefit organisation which has been approved in terms of section 30 of the Act.

17. NOTICES AND GENERAL

17.1 Any notice required to be given in terms of this trust shall be given in writing and may be given by telex, cablegram, telegraph, email or facsimile, provided that, in the case of a telex, facsimile or email it is acknowledged as having been received.

17.2 Each trustee for the time being shall, upon assuming office, nominate in writing a street address and a facsimile number, if any, at which any notice required to be given in terms hereof may be given to him or her and may, from time to time by notice in writing, vary the address to another such address.

The bottom of the page contains several handwritten signatures in black ink. From left to right, there are approximately six distinct signatures, some appearing to be initials or names, and others more complex scribbles. The signatures are scattered across the bottom third of the page.

17.3 Any notice to a trustee at the address for the time being nominated by him or her in terms of 17.2 or at any other address at which the trustee shall have acknowledged receipt shall be regarded as sufficient notice to that trustee.

18. AMENDMENT OF TRUST DEED

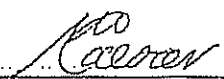
The provisions of this trust deed may from time to time be amended, altered, varied, added to and/or deleted at a meeting of the Trustees, by resolution signed in favour thereof by 75% (seventy five percent) of the Trustees then in office, and provided that 21 (twenty one) days notice of such meeting is given in writing to the Trustees, which notice contains substantially the terms of the amendments so contemplated. In the event of such an amendment, variation, alteration, addition and/or deletion being effected, a copy of all such amendments, alterations, variations, additions and/or deletions shall be submitted to the Commissioner if the trust has been approved by the Commissioner as tax exempt before the date of such resolution, and to the official designated for this purpose in terms of the Non-Profit Organisation Act in the event the trust is registered as a Nonprofit Organisation in terms of the Non-Profit Organisation Act 71 of 1997. The provisions of this trust deed have been formulated on the basis that the commissioner will grant the trust tax exempt status, and the Trustees' powers have accordingly been limited. The Trustees may amend the trust at any time to comply with any requirements of the commissioner or other relevant authority.

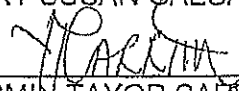
19. ACCEPTANCE

The first Trustees, by their signature hereto, undertake to discharge their duties in terms of this trust deed and to carry out the terms and conditions herein contained.

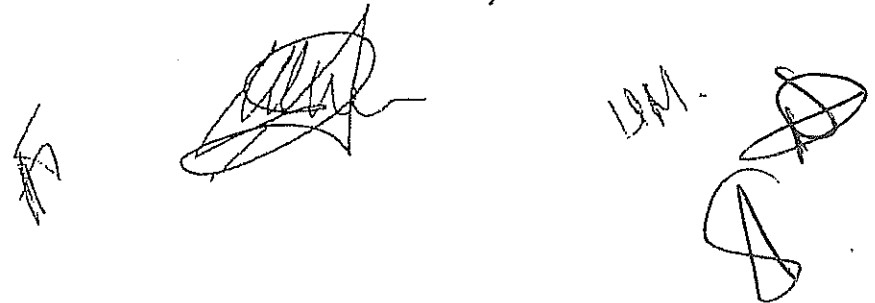
SIGNED BY THE PARTIES ON THE DATE AND AT THE PLACE AS INDICATED ALONGSIDE THEIR RESPECTIVE SIGNATURES, THE SIGNATORY WARRANTING HIS/HER AUTHORITY TO DO SO.

Date 1 MARCH 2003 Place CAPE TOWN Signature



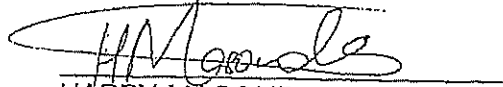
MARY SUSAN CAESAR


YASMIN TAYOB CARRIM





LEBOGANG TEMPERANCE
MALEPE



HAPPY MASONDO



ALISON RACHELLE TILLEY

MC



Nasreen Solomons

From: Harsha Gihwala
Sent: 12 July 2018 10:29 AM
To: steve@lrc.org.za; lynette.muller@drdlr.gov.za; ayesha@parkerlaw.co.za; AMilford@justice.gov.za
Cc: Seehaam Samaai; Nasreen Solomons; Aretha Louw
Subject: Riaan Mogamat Amardien & 11 Others v the Registrar of Deeds & 4 Others (Case No.: 212/17)
Attachments: RIAAN MOGAMAT AMARDIEN & 11 OTHERS v THE REGISTRAR OF DEEDS & 4 OTHERS CONSENT LETTER.pdf

Dear All

The above matter refers. Kindly find attached a letter on behalf of the Women's Legal Centre in terms of Rule 10 of the Constitutional Court Rules.

Kind regards,
Harsha Gihwala
Candidate Attorney



7th Floor Constitution House
124 Adderley Street
Cape Town
8001
Tel: 021 424 5660
Fax: 021 424 5206
Website: www.wlce.co.za

Information from ESET Endpoint Antivirus, version of detection engine 17701 (20180712)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>

12 July 2018

TO: Legal Resources Centre
Attorneys for First to Twelfth Applicants
3rd Floor Greenmarket Place
54 Shortmarket Street
Cape Town
By email: steve@lrc.org.za

AND TO: Registrar of Deeds
First Respondent
New Revenue Building Place
90 Plein Street
Cape Town
By email: lynette.muller@drdlr.gov.za

AND TO: A Parker & Associates
Attorneys for the Fifth Respondent
Suite G06, Rostra House
The Forum: Century City
Cape Town
By email: ayasha@parkerlaw.co.za

AND TO: Office of the State Attorney, Johannesburg
10th Floor, North State Building
95 Albertina Sisulu Street
Johannesburg
By email: AMilford@justice.gov.za

RE: RIAAN MOGAMAT AMARDIEN & 11 OTHERS v THE REGISTRAR OF DEEDS & 4 OTHERS (CC CASE NO.: 212/17) – CONSENT TO JOIN AS *AMICUS CURIAE*

1. We refer to the above matter, and Rule 10 of the Constitutional Court Rules.
2. We act for and on behalf of the Women's Legal Centre Trust ("the Trust") represented by the Women's Legal Centre.



3. The Trust is a non-profit Law Centre that conducts public interest gender litigation and advocacy on matters concerning the promotion and protection of gender equality in South Africa. One of the core objectives of the Trust, as set out in its Trust Deed, is to advance and protect the human rights of all women and girls in South Africa, particularly women who suffer many intersecting forms of disadvantage. In so doing the Trust seeks to contribute to redressing the systematic discrimination and disadvantage that women face.
4. The Trust wishes to intervene in the above matter as *amicus curiae*. In doing so, the Trust will not repeat any matter set forth in the arguments of the other parties. Rather, it will raise new contentions that may be useful to the Court in the determination of the issues before it.
5. The Trust will make submissions as regards the interpretation to be adopted by the Court in matters regarding the lawfulness of the cancellation of subsidy-linked agreements before it. The focus of the submissions will include the following:
 - 5.1. The need for the right to access housing for women as envisaged and understood through the state subsidy system;
 - 5.2. The disproportionate impact on the right to housing of women due to the cancellation of subsidy-linked agreements, the legal protections afforded in evictions, and the impact of evictions on women;
 - 5.3. The need to understand section 129 of the National Credit Act 34 of 2005 in terms of section 26 of the Constitution, and vulnerable groups, particularly women-headed households; and
 - 5.4. International and regional obligations relating to the above three points, and access to state subsidised housing for women.
6. Accordingly, we request that your client furnish us with written consent to intervene as *amicus curiae* in the matter so that we may put our submissions before the Court. The terms and conditions that we propose are as follows:
 - 6.1. That the Trust be given consent to enter as *amicus curiae* in the matter;
 - 6.2. That the *amicus curiae* be given consent to lodge written submissions in this matter; and



6.3. That the *amicus curiae* be given consent to present oral submissions at the hearing of this matter.

7. In the interests of avoiding any further delays in the matter, we request that written consent be provided by **Friday, 13 July 2018**.

We look forward to your response. Should you have any queries, kindly contact Seehaam Samaai at 021 424 5660.

Yours faithfully,
WOMEN'S LEGAL CENTRE



S SAMAAI
DIRECTOR



Nasreen Solomons

From: Nasreen Solomons
Sent: 13 July 2018 11:10 AM
To: 'andrew@ashersons.co.za'
Cc: Seehaam Samaai; Harsha Gihwala; Aretha Louw
Subject: Riaan Mogamat Amardien & 11 Others v the Registrar of Deeds & 4 Others (Cc Case No.: 212/17)
Attachments: 20180713110722773.pdf
Importance: High

Good day,

Please find attached correspondence in terms of Rule 10 of the Constitutional Court Rules.

Kindly acknowledge receipt. We look forward to your response by close of business today.

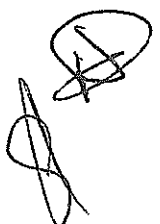
Kind regards,
Nasreen Solomons | **Researcher**



7th Floor Constitution House
124 Adderley Street
Cape Town
8001
Tel: 021 424 5660
Fax: 021 424 5206
www.wlce.co.za

facebook

twitter



13 July 2018

TO: **ASHERSON ATTORNEYS**
Attorneys for Second, Third, and Fourth Respondents
Asherson Chambers
34 Plein Street
Cape Town
By email: Andrew@ashersons.co.za

Dear Sir/Madam,

RE: **RIAAAN MOGAMAT AMARDIEN & 11 OTHERS v THE REGISTRAR OF DEEDS & 4 OTHERS (CC CASE NO.: 212/17) – CONSENT TO JOIN AS AMICUS CURIAE**

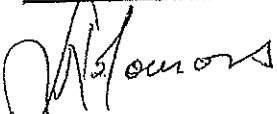
1. We refer to the above matter, and Rule 10 of the Constitutional Court Rules.
2. We act for and on behalf of the Women's Legal Centre Trust ("the Trust") represented by the Women's Legal Centre.
3. The Trust is a non-profit Law Centre that conducts public interest gender litigation and advocacy on matters concerning the promotion and protection of gender equality in South Africa. One of the core objectives of the Trust, as set out in its Trust Deed, is to advance and protect the human rights of all women and girls in South Africa, particularly women who suffer many intersecting forms of disadvantage. In so doing the Trust seeks to contribute to redressing the systematic discrimination and disadvantage that women face.
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- 6.1. That the Trust be given consent to enter as *amicus curiae* in the matter;
 - 6.2. That the *amicus curiae* be given consent to lodge written submissions in this matter; and
 - 6.3. That the *amicus curiae* be given consent to present oral submissions at the hearing of this matter.
7. In the interests of avoiding any further delays in the matter, we request that written consent be provided by **Friday, 13 July 2018**.

We look forward to your response. Should you have any queries, kindly contact Seehaam Samaai at 021 424 5660.

Yours faithfully,
WOMEN'S LEGAL CENTRE


P.P. Per: S SAMAAI

Harsha Gihwala

From: Zulfa Mohammed <zulfa@lrc.org.za>
Sent: 13 July 2018 12:29 PM
To: Seehaam Samaai; Harsha Gihwala
Cc: steve@lrc.org.za; lynette.muller@drdlr.gov.za; ayesha@parkerlaw.co.za; AMilford@justice.gov.za
Subject: Riaan Mogamat Amardien & 11 Others v the Registrar of Deeds & 4 Others (Cc Case No.: 212/17)
Attachments: 2018 07 13 Amardien - Let to WLCE.pdf
Importance: High

Good day

Herewith our letter dated 13 July 2018.

Kindly acknowledge receipt.

Yours faithfully

From: Harsha Gihwala [<mailto:harsha@wlce.co.za>]
Sent: Thursday, 12 July 2018 10:29 AM
To: steve@lrc.org.za; lynette.muller@drdlr.gov.za; ayesha@parkerlaw.co.za; AMilford@justice.gov.za
Cc: Seehaam Samaai; Nasreen Solomons; Aretha Louw
Subject: Riaan Mogamat Amardien & 11 Others v the Registrar of Deeds & 4 Others (Cc Case No.: 212/17)

Dear All

The above matter refers. Kindly find attached a letter on behalf of the Women's Legal Centre in terms of Rule 10 of the Constitutional Court Rules.

Kind regards,
 Harsha Gihwala
 Candidate Attorney



WOMEN'S LEGAL CENTRE

7th Floor Constitution House
 124 Adderley Street
 Cape Town
 8001
 Tel: 021 424 5660
 Fax: 021 424 5206
 Website: www.wlce.co.za

Information from ESET Endpoint Antivirus, version of detection engine 17701 (20180712)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>

_____ Information from ESET Endpoint Antivirus, version of detection engine 17707 (20180713)

The message was checked by ESET Endpoint Antivirus.

<http://www.eset.com>



Cape Town Office

3rd Floor Greenmarket Place • 54 Shortmarket Street • Cape Town 8001 • South Africa
 PO Box 5227 • Cape Town 8000 • South Africa
 Tel: (021) 481 3000 • Fax: (021) 423 0935 • Website • www.lrc.org.za
 PBO No. 930003292
 NPO No. 023-004

LRC

Legal Resources Centre

Your Ref: S Samaai
 Our Ref: SK/zm/Amardien

13 July 2018

WOMEN'S LEGAL CENTRE

Per email: Seehaam@wlce.co.za

Dear Ms Samaai

RE: RIAAN MOGAMAT AMARDIEN & 11 OTHERS v THE REGISTRAR OF DEEDS & 4 OTHERS (CC CASE NO: 212/17) – CONSENT TO JOIN AS AMICUS CURIAE

We refer to the above matter and acknowledge receipt of your letter dated 12 July 2018.

We are pleased to advise that our clients consent to the Trust being admitted as amicus curiae in the matter on the terms proposed in paragraph 6.2 and 6.3 of your letter.

Kind regards
 LEGAL RESOURCES CENTRE
 Per:


STEVE KAHANOVITZ

cc: Registrar of Deeds (First Respondent)
 Per email: lynette.muller@drdlr.gov.za

cc: A Parker & Associates (Attorneys for Fifth Respondent)
 Per email: ayasha@parkerlaw.co.za

cc: Office of the State Attorney, Johannesburg
 Per email: AMilford@justice.gov.za

National Office:
 Cape Town:
 Durban:
 Grahamstown:
 Johannesburg:
 Constitutional Litigation Unit:

J Love (National Director), T Wegerif (Deputy National Director), K Reinecke (Director: Finance)
 S Dass (Director), A Andrews, S Kahanovitz, C Mathiso, M Mudarikwa, EL Roos, A Turpin
 S Samuel (Director), L Baleni, T Malsby, TC Mhense
 C McConnachie (Director), LK Jolobe, S Sephton, C van Schalkwyk
 N Fakir (Director), AF Ashton, LJ Linnacher, SP Mkhize, SS Naidoo
 SG Magardie (Director), MJ Bishop, G Bizos SC, C du Toit, NM Kekana, P Mdakane, YS Nfoko, ER Webber, WC Wicomb

Nasreen Solomons

From: Andrew Goldschmidt <andrew@ashersons.co.za>
Sent: 16 July 2018 11:05 AM
To: Nasreen Solomons
Cc: Seehaam Samaai; Harsha Gihwala; Aretha Louw
Subject: RE: Riaan Mogamat Amardien & 11 Others v the Registrar of Deeds & 4 Others (Cc Case No.: 212/17)

Dear Madam,

We refer to the above matter and furthermore to your letter of 13 July 2018.

We hereby confirm that the trustees of the S&N Trust have no objection to the Women's Legal Centre Trust being joined as *amicus curiae*.

Kind Regards

Andrew Goldschmidt



Partner
Ashersons Attorneys

Ashersons Chambers, 34 Plein Street, Cape Town, 8001 .
 P O Box 2219, Cape Town, 8000
 Docex 67, Cape Town

T +27 (0)21 461 6240
 F +27 (0)21 462 2536
 E andrew@ashersons.co.za
 W www.ashersons.co.za

This e-mail and its attachments if any, are subject to the Ashersons e-mail disclaimer which is available on request.

From: Nasreen Solomons [<mailto:research@wlce.co.za>]
Sent: 13 July 2018 11:10 AM
To: andrew@ashersons.co.za
Cc: Seehaam Samaai; Harsha Gihwala; Aretha Louw
Subject: Riaan Mogamat Amardien & 11 Others v the Registrar of Deeds & 4 Others (Cc Case No.: 212/17)
Importance: High

Good day,

Please find attached correspondence in terms of Rule 10 of the Constitutional Court Rules.

Kindly acknowledge receipt. We look forward to your response by close of business today.

Kind regards,
 Nasreen Solomons | **Researcher**



7th Floor Constitution House
124 Adderley Street
Cape Town
8001
Tel: 021 424 5660
Fax: 021 424 5206
www.wlce.co.za



A handwritten signature in black ink, consisting of several loops and a final flourish.

A

Nasreen Solomons

From: Milanzi Ditumiso <DMilanzi@justice.gov.za>
Sent: 19 July 2018 11:50 AM
To: Aretha Louw
Cc: Seehaam Samaai; Nasreen Solomons; Milford Aubrey; Madikgetla Goitsewang
Subject: RE: Riaan Mogamat Amardien & 7 Others vs The Registrar of Deeds and 4 Others: CC Case No. 212/17

Importance: High

Good day Ms Louw

We acknowledge receipt of the below email and its contents herein

Trust that all is in order

Very much Obliged, Ms D Milanzi
On behalf of Mr A Milford

From: Aretha Louw [mailto:Aretha@wlce.co.za]
Sent: 19 July 2018 10:47 AM
To: Milford Aubrey; Milanzi Ditumiso
Cc: Seehaam Samaai; Nasreen Solomons
Subject: Riaan Mogamat Amardien & 7 Others vs The Registrar of Deeds and 4 Others: CC Case No. 212/17
Importance: High

Dear Mr Milford

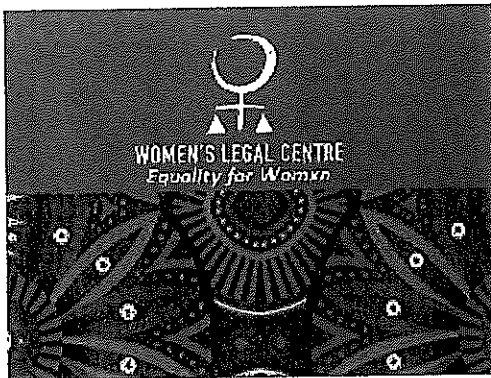
Enclosed please find our application to be admitted as Amicus Curiae in this matter for your perusal and records.

As proof of service, kindly acknowledge receipt of this email at your earliest convenience.

Kind regards

Aretha Louw
Litigation Secretary

P: +27 (0)21 424 5660
E: aretha@wlce.co.za
7th Floor, Constitution House
124 Adderley Street
Cape Town
www.wlce.co.za
info@wlce.co.za



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Nasreen Solomons

From: Milanzi Ditumiso <DMilanzi@justice.gov.za>
Sent: 19 July 2018 09:27 AM
To: Aretha Louw; Seehaam Samaai; Nasreen Solomons
Cc: Madikgetla Goitsewang; Milford Aubrey
Subject: RE: Riaan Mogamat Amardien & 7 Others vs The Registrar of Deeds and 4 Others: CC Case No. 212/17

Importance: High

Good Morning Ms Louw

We refer to the above mentioned matter and as well as the your email below

Kindly be advised that the State Attorney acting on behalf of the Department of Human Settlements agree to accept electronic service in this matter

Just that all is in order

Regards 

MS D Milanzi
Legal Secretary
On behalf of MR A MILFORD
Snr Assistant State Attorney
State Attorney, JHB
Tel (011) 330 7600



the doj & cd

Department
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

From: Aretha Louw [mailto:Aretha@wlce.co.za]
Sent: 19 July 2018 09:15 AM
To: Milford Aubrey; Milanzi Ditumiso
Cc: Seehaam Samaai; Nasreen Solomons
Subject: Riaan Mogamat Amardien & 7 Others vs The Registrar of Deeds and 4 Others: CC Case No. 212/17
Importance: High

Your Ref No: 7037/17/P17

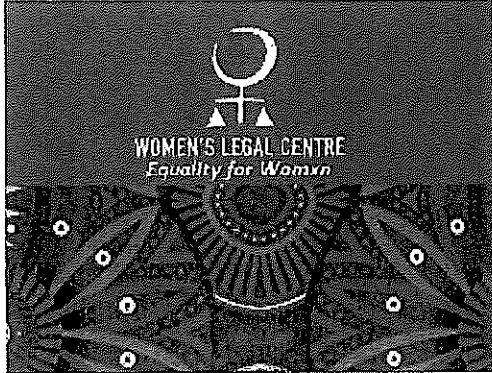
Dear Mr Milford

I'm writing on behalf of the Women's Legal Centre a Law Clinic that is in the process of applying to be admitted as Amicus Curiae in the above matter.

Please advise if the State Attorney acting on behalf of the Department of Human Settlement would accept electronic service in the above matter.

We look forward to hear from you.

Kind regards



Aretha Louw
Litigation Secretary

P: +27 (0)21 424 5660

E: aretha@wlce.co.za

7th Floor, Constitution House

124 Adderley Street

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