

SOUTH AFRICA / JUDGMENT

Trustees of the Manyeleti Conservation Trust and Another v Minister of Rural Development and Land Reform and Others (LCC100/2011) [2017] ZALCC 21 (17 November 2017)

[2017] ZALCC 21

COURT

Land Claims Court

BEFORE

MP Canca

CASE / FILE NUMBER

LCC 100/2011

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IN

THE LAND CLAIMS COURT OF SOUTH AFRICA

HELD

AT RANDBURG

CASE

NO: LCC 100/2011

DATE:

17/11/2017

In

the matter between:-

THE

TRUSTEES OF THE

MANYELETI

First

Applicant

CONSERVATION

TRUST

MNISI

COMMUNITY

Second Applicant

and

THE

MINISTER OF RURAL DEVELOPMENT &

First

Respondent

LAND

REFORM

	THE CHIEF LAND CLAIMS COMMISSIONER Second Respondent THE
REGIONAL LAND CLAIMS COMMISSIONER:	Third Respondent MPUMALANGA PROVINCE THE MEC FOR PUBLIC WORKS, ROAD AND Fourth Respondent
TRANSPORT:	MPUMALANGA PROVINCE THE MEC FOR THE DEPARTMENT OF ECONOMIC Fifth Respondent
DEVELOPMENT:	MPUMALANGA PROVINCE THE MPUMALANGA TOURISM AND PARKS Sixth Respondent AGENCY GATEKEEPER PROPERTY HOLDINGS (PTY) LTD Seventh Respondent TINTSWALO SAFARI LODGE (PTY) LTD Eighth Respondent KHOKA MOYA WILDERNESS TRAILS (PTY) LTD Ninth Respondent LAND ADMINISTRATION AND AUDITS (PTY) LTD Tenth Respondent MANYELETI LAND CLAIMANTS CONCERNED GROUP Eleventh Respondent THE MASTER OF THE HIGH COURT Twelfth Respondent THE COVES ST LUCIA INVESTMENTS (PTY) LTD Thirteenth respondent Judgment delivered on: 17 November 2017

JUDGMENT

CANCA AJ

INTRODUCTION.

- [1] The central issue I am required to determine in this application is whether the suspensive conditions contained in a settlement agreement entered into between the first applicant and the Commission on Restitution of Land Rights, the first, fourth and fifth respondents on 27 February 2010 (“the Agreement”) were fulfilled.
- [2] In their notice of motion, the applicants seek, among other things, an order declaring that certain farms, forming part of the Manyeleti Game Farm Reserve (“the subject property”) and the rights thereto, be restored to the second applicant in terms of the Restitution of Land Rights Act, 22 of 1994 (“the Restitution Act”)[1] and be held in trust by the first applicant in accordance with the provisions of the Agreement.
- [3] The first, second, third, eighth and eleventh respondents opposed the application. The rest of the respondents have either elected to abide the court’s decision or are non-participating parties.
- [4] The application is attacked on several fronts. I shall, however, for purposes of this judgment, only consider the attack

launched by the eleventh respondent, who filed a counter-application.

- [5] In Part B of its counter application, Part A having become moot, the eleventh respondent seeks, inter alia, an order that:

5.1 not all the interested parties have reached agreement on how the land claim is to be finalised;

5.2 the suspensive conditions contained in clause 21 of the Agreement, have not been fulfilled and that, consequently, the Agreement has not come into force and effect;

5.3. the third respondent should convene a meeting of all verified claimants to consider and/or decide on the following:

5.3.1. whether the land should be transferred to the first applicant or a Communal Property Association or a similar entity in terms of the Communal Property Associations Act No 28 of 1996;

5.3.2. in the event that the land is to be transferred to the first applicant:

5.3.2.1 any amendments to be effected to the Trust Deed and the election of new trustees;

5.3.2.2 any amendments to be effected to the settlement agreement;

5.3.3. in the event that the land is to be transferred to a Communal Property Association or a similar entity:

5.3.3.1 the formation of a Communal Property or similar entity;

5.3.3.2 the appointment of members to manage the Communal Property Association or similar entity;

5.3.4 the institution of proceedings in this Court to make any amended settlement agreement an order of Court.

BACKGROUND

FACTS

[6] The second applicant (“the Mnisi Community or the claimant community”), lodged a claim for the restitution of rights in land in respect of the subject property in August 1996. The claim was re-submitted two years later, in November 1998, by Hosi Phillip Pendulani Mnisi, acting on behalf of the claimant community. The claim was subsequently published in the Government Gazette of 5 December 2003. Thereafter, in May 2006, the claimant community established the first applicant to hold and manage the subject

property on their behalf.

[7] The claim, as is wont in matters of this nature, has been dogged by various disputes. These involved, inter alia, a competing claim in respect of the farm Dixie 240 KU, which is part of the subject property, disagreement amongst the members of the claimant community as to whether some of them were in fact legitimate members of the community, contested transactions relating to the subject property which ended up in the North Gauteng High Court and, eventually, the formation of the eleventh respondent in 2008.

[8] After several interactions with the parties, the third respondent circulated a draft of the Agreement for discussion during December 2009, in order to finalise the claim.

[9] A meeting of the parties including their legal representatives, was held in January 2010. This meeting sought, inter alia, to resolve the issue of the verification of individuals who were allegedly excluded as beneficiaries. It also sought to address a resolution which augmented the board of the first applicant with four trustees. Two of those trustees were members of the eleventh

respondent and the rest were from the group which contested the claim in respect of the farm Dixie (“the Dixie Group”).

[10] A further meeting was held on 24 February 2010 where the first applicant was authorised to finalise and conclude the Agreement. The meeting also revoked the resolution which augmented the first applicant’s board of trustees with the four additional members mentioned in the previous paragraph. The eleventh respondent, who was allegedly not furnished with a draft copy of the Agreement and allegedly given insufficient notice, did not attend this meeting.

[11] It is not practical to record the contents of the Agreement here, except for the suspensive conditions.

[12] The suspensive conditions, which appear in clause 21 of the Agreement, reads as follows:

“21. SUSPENSIVE CONDITION

21.1 Notwithstanding the provisions contained in Clause 15 above[2], it is specifically recorded and agreed that this Agreement shall only come into force and/or effect on the date on which the Regional Land Claims Commissioner has satisfied herself (in her sole discretion) and has advised the signatories hereto in writing that:

21.1.1 those persons set out in the verified claimant list contained in Annexure “A” of this Agreement are legitimate/verified land restitution claimants in respect of the Mnisi Community land restitution claim in the Manyeleti Game Reserve; and

21.1.2 those [sic] concerns raised by certain verified claimants have been adequately addressed to her (the RLCC’S) satisfaction.

21.2 It is further recorded and agreed that the Regional Land Claims Commissioner shall attend to those issues referred to in clause 21.1.1 and 21.1.2 within a period not exceeding six (6) weeks, calculated from the date of signature of this Agreement.”

[13] The third respondent (“Ms Seboka”) confirmed in writing on 9 April 2010 that all the conditions contained in clause 21 of the Agreement had been “fulfilled and complied with”.

Her letter, which is headed “SETTLEMENT AGREEMENT IN RESPECT OF THE MNISI COMMUNITY LAND RESTITUTION CLAIM IN THE MANYELETI GAME RESERVE: FULFILMENT OF SUSPENSIVE CONDITIONS IN TERMS OF CLAUSE 21 OF THE SETTLEMENT AGREEMENT”, in part, reads:

“This document serves as official notice to all signatories to the above Settlement Agreement advising them that in my capacity as Acting Regional Land Claims Commissioner Mpumalanga I have satisfied myself that:

1 Those persons set out in the verified claimant list contained in Annexure “A” of the above Settlement Agreement are legitimate/verified land restitution claimants in respect of the Mnisi Community Land Claim in the Manyeleti Game Reserve; and

2 Those concerns raised by the claimants as referred to in clause 21 of the above Settlement Agreement have been adequately addressed to my satisfaction;

3 That all suspensive conditions in clause 21 of the above Settlement Agreement have been fulfilled and complied with....”

[14] The eleventh respondent took issue with this. It challenged the process which sought to verify the claimants. It also questioned the validity of certain resolutions adopted by the applicants which sought to authorise the grant of concessions in the subject property to certain entities.

[15] Following various meetings and the exchange of correspondence between the parties, Ms Seboka advised that she was withdrawing from the Agreement.

[16] The withdrawal is set out in a letter dated 17 November 2010, addressed to the first applicant's chairperson. It reads:

"1. KINDLY TAKE NOTICE that the Acting Regional Land Claims Commissioner for the Province of Mpumalanga hereby withdraws from all agreements

entered to date, relating to the Manyeleti land claims and more specifically referring to the signed settlement agreement.

2. It is recorded that the signing of the settlement agreement on February 27, 2010 was conditional upon finalization of the verification

process of the claimant community, as specifically recorded in clause 10/3 of the aforesaid agreement.[3]

3. Further, your attention is drawn to the fact that although it had earlier on been accepted that the suspensive condition was fulfilled, in that there had been a process incorporating all four additional members to the established Trust, which incorporation serves as a representation of all legitimate restitution beneficiaries in preparation of the general elections for a democratically elected representative Board of Trustees of the Trust [sic].

4. It is recorded that in actual fact, the legitimacy of the four and other members of the board of trustees continues to be contested which then necessitates full verification of the claimant community and/or beneficiaries of the Manyeleti land claim. The effect of this state of affairs is that the suspensive clause on the settlement agreement has not been fulfilled. It is therefore common

course [sic] that in terms of the same clause, the settlement agreement is invalid and unenforceable.

5. It is against this background that all the agreements entered into by the Acting Regional Land Claims Commissioner are rescinded

forthwith, these includes [sic]:

5.1. The letter confirming fulfilment of the suspensive clause in the settlement agreement;

5.2. All inter partes [sic] agreements between the Minister of Rural Development and Land Reform, Manyeleti Conservation Trust, Mpumalanga

Tourism & Parks Agency, Gatekeeper Property Holding (Pty) Limited, Tintswalo Safari Lodge (Pty) Limited, Khoka Moya Wilderness

Trails (Pty) Limited and Land Administration and Audits (Pty) Limited.

5.3.

6. In its endeavour to address the outstanding claimant community verification process, which is the main condition of the settlement agreement, the office of the Regional Land Claims Commission is procuring services of external service providers to conduct the full verification of all claimant groups to bring this matter to rest. It is our view that the completion of this

process will give credence to all other processes flowing from the settlement of this claim.

Much appreciation of [sic] your support.

.....”

[17] The first applicant rejected Ms Seboka’s repudiation of the Agreement and, in a letter dated 22 November 2010, put her to terms to withdraw the repudiation. The first applicant also demanded (a) confirmation that the agreements mentioned in her aforementioned

letter were valid, binding and enforceable and (b) finalization of the verification of additional claimants, if any.

[18] The first applicant concludes its letter by threatening to launch these proceedings within 48 hours, calculated from the date of the letter, should the third respondent fail to comply with its demands.

[19] In response to the aforementioned letter, as well as a further one dated 9 December 2010, Ms Seboka retracted her repudiation of the Agreement on 3 February 2011. Because the retraction is rather convoluted, it is prudent to quote same in some detail.

[20] The letter is addressed to the Chief Executive Officer of the sixth respondent and the Chairperson of the first applicant. The relevant parts read:

“1. We record that our correspondence of November 17, 2010 is not intended to repudiate the agreement rather [sic] suspend its operation until its suspensive clauses are complied with.

2. For records [sic] and clarification purposes, it is hereby confirmed that the Manyeleti Land Restitution Claim Settlement Agreement dated 27 February 2010, including all annexures thereto and agreements emanating there from [sic] (viz; the Co-Management and Inter Partes Agreements) are valid; binding and of full force and effect. It is further confirmed that the Acting Regional Land Claims Commissioner is in full support of all the agreements in question and the co-management committee established in terms thereof.

3. In order to give effect to the Manyeleti Land Restitution Claim Settlement Agreement and so as to ensure its veracity, we have planned, and are to date undertaking the following:

3.1 verification of the land restitution claimants by an external independent service provider, to be finalised by no later than 31 March 2011; and

3.2 the convening of a general meeting of trustees of the Manyeleti Conservation Trust (after completion of the claimant verification process), for the purposes of trustee elections; and

3.3 amendment of the Manyeleti Conservation Trust Deed in accordance with the relevant provisions of the Manyeleti Land Restitution Claim Settlement Agreement; and

3.4 ...

4 The primary purpose of the correspondence of the Acting Regional Land Claims Commissioner dated 17 November 2010 was to re-affirm that the original claimant verification process had been conducted albeit continued concerns raised [sic]. Therefore pending a full verification process referred in 3.1 above, the RLCC insists on the observance of the compromise agreement by claimants on

representation in the trust. All statutory rights in that regard are hereby reserved, should it be found that the conditions of the said agreements are not being adhered to. “

[21] The first applicant responded to this letter on 4 April 2011. It accepted Ms Seboka’s withdrawal of her repudiation and

confirmation that the Agreement was in fact valid and binding. However, it took issue with some of the proposals. For instance, the first applicant only agreed to the verification of additional beneficiaries/claimants and not those who had already been verified.

Also, the first applicant did not agree with the proposal to convene a general meeting of its trustees in order to elect new ones on completion of the suggested verification process. It contended that this was unnecessary as the election of trustees was already provided for in its Trust Deed and was therefore now subject to the provisions of the Trust Property Control Act, 57 of 1998. In its view, the third respondent no longer had any authority to interfere in the process of the election of trustees.

[22] Although the third respondent undertook to ensure that the verification by an external independent service provider would be

“finalised by no later than 31 March 2011”, the results of the new verification process were only issued on 12 August 2011.

- [23] Allegedly frustrated by the delay in the implementation of the provisions of the Agreement, the applicants launched these proceedings on 21 July 2011. The eleventh respondent filed its answering affidavit on 14 October 2011 and simultaneously, the counter application referred to in paragraph [5] above.

The Merits

- [24] It is clear from the above, and from my perusal of the papers, that the essence of the dispute is which persons should benefit from the restoration of the land. Also, it is worth noting that the eighth respondent questioned whether the Agreement came into existence, given that the fourth and fifth respondents did not sign it. Although the existence of the Agreement is open to doubt, I will, for purposes of this judgment, assume, without deciding, that the Agreement exists.
- [25] Have the suspensive conditions been fulfilled? Ms Rajah, for the eleventh respondent, submitted that the suspensive conditions had not been fulfilled because Ms Seboka, even though she had indicated that the suspensive conditions had been “fulfilled and complied with”, had not conducted the verification process contemplated in clause 21.1.1 of the Agreement.
- [26] In support of that submission, Ms Rajah argued that the contents of paragraph 6 of the third respondent’s letter, referred to in par [16] above, and the appointment of an external independent service provider to conduct a new verification process, was proof that the third respondent was not satisfied that the suspensive conditions had been complied with.
- [27] Mr Hitchings, for the applicants, argued that the suspensive conditions were fulfilled and that their fulfilment was not predicated on criteria relating to the identification of verified claimants but rather on the exercise of a discretion given to Ms Seboka in terms of the Agreement. That discretion required her to decide whether she was satisfied that “those persons set out in the verified claimant list contained in Annexure “A” of this Agreement are legitimate/verified land restitution claimants in respect of the Mnisi Community land restitution claim in the Manyeleti Game Reserve; ...” The suspensive conditions were fulfilled when Ms Seboka declared in a letter dated 9 April 2010 that she was satisfied that the conditions had been complied with, so the argument continued.
- [28] I agree that Ms Seboka had to conduct a verification process in order to comply with the condition set out in clause 21.1.1. If verification was not required, then it is difficult to understand how she could have “satisfied herself” that “those persons set out in the verified claimant list contained in Annexure “A” of the Agreement are legitimate/verified land restitution claimants...” This, however, does not end the enquiry.

[29] The next step is to consider whether Ms Seboka was bound by her statement, which she later retracted, that the suspensive conditions

had been fulfilled.

[30] After receipt of the third respondent's letter of 9 April 2010, the applicants informed Ms Seboka that they questioned the legitimacy of the four individuals from the eleventh respondent who, on her insistence, had been included in a decision-making structure of the second applicant. They alleged that those individuals were not legitimate claimants and, as a result, not entitled to benefit from the land claim. They also stated that "it is the function and responsibility of the RLCC to ensure that all individual claimants are verified in a proper/fair manner based on the correct interpretation of the Act and supporting information."

[31] It appears from this that there were still unresolved problems with the list of verified claimants. A meeting was then held on 29 August 2010 where the third respondent informed representatives of the first applicant, sixth, seventh and tenth respondents that she could not "complete her obligations in terms of the settlement agreement, because there were still problems with the final verified claimant list." Nexus Forensic Services ("Nexus"), an independent service provider, was eventually appointed by the third respondent on 27 May 2011 to verify the claimants.

[32] In his founding affidavit, Mr John M Ndlovu, one of the first applicant's trustees, avers that, at the 29 August 2010

meeting, the first applicant and seventh respondent "clearly pointed out to the third respondent that the verification process should not further delay the implementation of the settlement

agreement... We also pointed out that it is unfair for the third respondent to delay everything whilst some of the members of the second applicant are dying of old age without benefitting from the claim for which they have been fighting for so long."

[33] This extract from Ndlovu's founding affidavit points, in my view, to an acceptance by the first applicant that a verification of the claimants should be done. The words "... the verification process should not further delay the implementation of the settlement agreement..." is a strong indication of acceptance by the first applicant that the verification process was, at that point, flawed. This view is, in fact, confirmed by the following extract from Ndlovu's affidavit where, commenting on the appointment of Nexus, he avers that "The applicants welcomed this step and have given the investigation their full support. It may be that by the time this application is heard, the remaining disputes pertaining to the verification of the beneficiaries have been resolved."

[34] Ms Seboka was, in my view, well within her rights to retract her statement that the suspensive conditions had been fulfilled once she concluded that she had not adequately addressed the concerns "raised by certain verified claimants". See *Njongi v Member of the Executive Council, Department of Welfare, Eastern Cape*

[2008] ZACC 4; 2008 (4) SA 237 (CC) at 56 where the Constitutional Court held that “It is always open to the Provincial Government to admit without qualification that an administrative decision had been wrong or had been wrongly taken and consequently to expressly disavow that decision altogether. Indeed, Government at every level must be

encouraged to re-evaluate administrative decisions that are subject to challenge and if found to be wrong, to admit this without

qualification and to disavow reliance on them. There are literally thousands of administrative decisions of this kind made

every day and it would be quite untenable for each decision to be set aside by a court before the underlying obligation can be enforced...”

[35] In the light of the above, I am not persuaded that the suspensive conditions have been fulfilled as Mr Hitchings sought to persuade me. I find that the Agreement has, therefore, not yet come into force and effect.

[36] Even if I am wrong in finding that the suspensive conditions have not been fulfilled, I am obliged, by the requirements of equity and justice, when viewed in the light and purpose of the scheme of the Restitution Act, and in particular Section 33 (c) thereof, not to enforce the Agreement for the reasons that follow.

[37] The following extract from the final report (“the report”) issued by Nexus, on 12 August 2011, is illustrative of the problems that beset the verification of the claimants. The report’s executive summary lists, inter alia, as major findings, the following:

“A6 The RLCC Mpumalanga presented a list of verified claimants totalling 281 claimants. Neither RLCC Limpopo[4] nor RLCC Mpumalanga could present any evidence to substantiate the ‘verified claimants’. RLCC Limpopo could not even provide the name of a supplier who verified the claims.

A7 The claims were re-verified and Nexus concludes that:

150 claimants are valid claimants.

154 claimants’ claims should be disallowed.

A8 The three high profile claims were verified as follows:

The claim of Hosi Phendulani Phillip Mnisi is disallowed.

The claim of Mhlaba Johan Nghlovu, the Chairperson of the Manyeleti Conservation Trust is a valid claim.

The claim of Andries Sihlangu, the leader of the so-called Concerned Group is a valid claim.”

[38] Later, the report’s authors state:

“8.15 In verifying the claimants, we noted a distinct power struggle between the Manyeleti Trust (lead by John Ndhlovu) and the Concerned Group (lead by Andries Sihlangu) [the eleventh respondent].

8.16 This was particularly evident in the verification of the claims of the two leaders. We concluded that John Ndhlovu assisted by Induna Shadrack Mhlambo endeavoured to influence the claim verification of Sihlangu by inter alia presenting us with two witnesses who disposed to false affidavits, namely Mhlambo himself and Ngodweni Maggie Sihlangu...

8.17 Similarly, the verification of John Ndhlovu's claim was problematic. Some witnesses appear to have been influenced. The only logical conclusion is that the Concerned Group is responsible for this.

8.18 We similarly received various allegations of concessionaires with actual or intended financial interests in the Manyeleti influencing or trying to influence the process and the role players for financial gain. This included various allegations that senior role players have already pledged and or sold benefits still to be accrued to external parties in anticipation of a successful land claim.

8.19 It is claimed that these dealings are not in the best interest of the actual claimants who lost their rights in land."

[39] The report also reveals that Nexus was presented with two lists of claimants. One was a copy, found in the third respondent's

file, reflecting 281 claimants. The report states that Nexus treated this list with suspicion because it ascertained that the majority of the claimants on the list could not write whereas the persons on that list all wrote their names. According to the report it was unclear who presented that list and on what basis. The other list, containing the names of 236 claimants, was presented by Sihlangu and appeared to have been signed properly.

[40] The above does not support a grant of the relief sought by the applicants.

[41] In addition to the abovementioned flaws in the verification process prior to same being undertaken by Nexus, another aspect of this application worth noting is the allegation by Nexus that only two of the first applicant's eight trustees are legitimate claimants. If found to be true, it would, in my view, be untenable for the trust, which was ostensibly set up to ensure the well-being of the legitimate claimants, to be controlled by persons who are not legitimate claimants. Also, the function of the trust (and its trustees), in my view, is to hold the subject land on behalf of the Mnisi Community, if and when it is restored, and not to negotiate or prosecute the restitution claim as the first applicant appears to be doing in this case.

[42] For these reasons, the application should fail.

[43] I have considered the relief sought by the eleventh respondent in its counter application and, as is evident from the above, find merit in the first two prayers sought by it. I therefore agree with Ms Rajah that:

- (a) not all the interested parties have reached agreement on how the land claim is to be finalised; and
- (b) the suspensive conditions have not been fulfilled, with the result that the Agreement has not yet come into force and effect.

[44] Insofar as the eleventh respondent's prayer for an order directing the third respondent to convene a meeting of all verified

claimants to consider or decide to which entity the subject land is to be transferred and who should manage that entity, I make the following remarks.

[45] Firstly, it is not clear whether by "all verified claimants" the eleventh respondent refers to the persons who were verified by the third respondent prior to the appointment of Nexus or only the ones who were verified by Nexus. In my view, "verified claimants" can only mean the claimants who were verified by Nexus given that it is an independent party in whom all the dramatis personae appear to have had confidence in. Secondly, although the term "verified claimants" is used in most of the documents, the term, in my view, could be confusing given that the claim is a community claim. The purpose of the verification process, so it seems to me, is to determine who the members of the Mnisi Community are and those who are not. Therefore, in my opinion, particularly in light of the fact that the members of the community are not claimants in their own right, use of the term, "verified community members" would be more appropriate and that is the term I use below.

[45] As part of the relief sought, the eleventh respondent prays that I direct the third respondent to convene a meeting of the verified community members to consider the matters set out in sub-paragraph 5.3 above.

[46] I am not convinced that it is appropriate for me to issue such a directive and prescribe what would amount to be an agenda for the meeting sought by the eleventh respondent. That is best left to the third respondent and, possibly, representatives of the verified community members elected as set forth in section 10(4) of the Restitution Act.

[47] A court should only give directions to an official on when and how to perform his or her functions if the official neglects to do so, or does it incorrectly. I am not satisfied that the conduct of or neglect by the third respondent warrants the intervention sought by the eleventh respondent.

[48] The respondents asked that costs be awarded against the applicants. This court only awards costs where special circumstances have been proved. This the respondents failed to do.

[49] In the result, I order as follows:

1. The main application, launched by the first and second applicants, is dismissed.
2. In respect of the counter application by the eleventh respondent, it is declared that:

2.1 not all the verified community members have reached agreement on how the land claim is to be finalised;

2.2 the suspensive conditions, at paragraph 21 of the settlement agreement dated 27 February 2010, have not been fulfilled; and

2.3 the settlement agreement dated 27 February 2010, on the assumption that it came into existence, has not yet come into force and effect.

3. No order as to costs.

MP Canca

Acting Judge, Land Claims Court.

Appearances:

For the Applicants:

Adv. BD Hitchings

Instructed by:

Martins Weir-Smith INC,

Bedfordview.

For the First to Third Respondents: Mr Mathebula

State Attorney, Pretoria.

For the Eight Respondent : Adv. J. Peters SC

Instructed by :

Rene Kyriakou Attorneys Inc.

For the Eleventh Respondent : Advocates H Rajah and C Avidon

Instructed by

: Webber Wentzel, Johannesburg.

[1] The applicable sections are 35(1)(a) read with 38B (1) and 38B (5) which entitle this court to order, inter alia, the restoration of rights in land in respect of which a claim is made to the claimant/s and to make an agreement an order of court where all the interested parties have reached agreement as to how the claim should be finalized.

[2] Clause 15 of the Agreement provides that the Agreement comes into force and effect on the date of signature.

[3] Clause 10.3 of the Agreement states that “The RLCC shall, by no later than 31 May 2010, facilitate the convening of a general

meeting of the Trust, for the purposes of trustee elections by the verified Claimants...”

[4] The land claim was administered by the RLCC Limpopo until May 2009 where after it was transferred to the third respondent.

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Prepared on 13 October 2026 · Esheria