Seventh-Day Adventist Community of Africa (Sedcom): A theological-ethical assessment

TM Boweni

orcid.org/0000-0003-0726-5450

Dissertation accepted in fulfillment of the requirements for the degree *Master of Theology in Ethics* at the North-West University

Supervisor: Professor AL Rheeder

DECLARATION

I, Thato MacDonald Boweni, hereby declare that the contents of this thesis represent my own work. The thesis has not been submitted for academic examination towards any qualification previously. The ideas expressed throughout this research study reflect my own personal perspective.

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ABSTRACT

The Natives Land Act of 1913 that endorsed and prevented black South Africans from owning land, whose section 2 also prohibited Black people from occupying white land, particularly for economic well-being and stability (Modise & Mtshiselwa, 2013), necessitated the establishment of the Seventh-day Adventist Community of Africa (Sedcom). Sedcom is a section 21 company which was organised on July 19th, 1921, one of whose functions was to acquire, hold, and secure title to landed property – including, but not limited to, land used by black South Africans for worship.

The above-mentioned Non-Profit Company was compliant with the enactment that was passed by the state in 1913. Resultantly, the churches which were built by the financial efforts of the black Adventist communities were to be handed over to Sedcom i.e., registering the Title Deeds under Sedcom.

Post the apartheid regime, following the democratic elections of 1994, when the state abolished the Natives Land Act of 1913 and introduced the Land Restitution Act; Sedcom remained an entity through whom its Adventist members, Black people in particular, were to procure land and the registration of the Title Deed was to be in the entity's name.

Key terms: Diswilmar farm; conference; union; Sedcom; division; constitution

LIST OF ABBREVIATIONS

Abbreviation	Description
ACS	Adventist Community Service
ADCOM	Administration Committee
APHHS	Adventist Professional Health & Humanitarian Services and Denominational Practises
ADRA	Adventist Development and Relief Agency
AGM	Annual General Meeting
AIIAS	Adventist International Institute of Advanced Studies
ARM	Adventist Risk Management
AUA	Adventist University of Africa
AYM	Adventist Youth Ministries
BOT	Board of Trustees
BRI	Biblical Research Institute
CCPT	Clarkson Communal Property Trust
CCS	Catholic Community Services
CFO	Chief Financial Officer
CLP	Church Land Programme
CMS	Council for Medical Schemes
COVID-19	Corona Virus Disease 2019
CPSA	Church of the Province of South Africa
DLA	Department of Land Affairs

DMB	District Management Board
DOM	Diocese of Mariannhill
DR	Doctor
DRC	Dutch Reformed Church
DRM	Disease Risk Management
DSP	Designated Service Providers
ESTA	Extension of Security Tenure Act
EXCOM	Executive Committee
FARMCOM	Farm Development and Management Committee
GC	General Conference
GCAS	General Conference Auditing Services
GDP	Gross Domestic Product
LRC	Legal Resources Centre
NCSA	Northern-Conference of South Africa
NGO	Non-Governmental Organisation
NHN	National Hospital Network
NLA 1913	Natives Land Act of 1913
NLC	National Land Committee
NPC	Non-Profit Company
OTP	Offer to Purchase
PIE	Prevention of Illegal Eviction Act
PPSHA	Professional Provident Fund Society Healthcare Administrators

PS	Pastor
PWC	Price Waterhouse Coopers
RDP	Reconstruction and Development Programme
SAC	South African Conference
SACBC	South African Catholic Bishop's Conference
SACC	South African Council of Churches
SANTAM	South African National Trust and Assurance Company Limited
SAU	Southern-Africa Union Conference
SDA	Seventh-day Adventist Church
SEDCOM INC	Seventh-day Adventist Community of Africa Incorporated
SES	Swazi Eye Services
SID	Southern Africa Indian-Ocean Division
SPP	Surplus People's Project
TDT	Tsitsikamma Development Trust
TEA	Tsitsikamma Exiles' Association
TOC	Trans-Orange Conference
TOC-A	Trans-Orange Conference in Alberton
TOC-OG	Trans-Orange Conference in Orange Grove
VOP	Voice of Prophecy

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CHAPTER 1 INTRODUCTION

1.1 Background and problem statement/rationale

1.1.1 Background

The genesis of the Seventh-day Adventist church in South Africa traces back to 1878, when William Hunt (an American diamond speculator) arrived in Kimberley. J.H.C. Wilson, a Methodist preacher of the time, was amongst the notable converts of Hunt (Swanepoel, 1972:1). The General Conference sent the families of Dores A. Robinson and Charles L. Boyd; together with George Burleigh, Richard S. Anthony, and Corrie Mace to South Africa, on July 28th, 1887. Charles L. Boyd and George Burleigh settled in Beaconsfield (Kimberley) with Pieter Wessels; and Dores Robinson and Miss Corrie Mace remained in Cape Town (Swanepoel, 1972: 10, 11).

However, it was not until August 1887 that pastor Boyd planted the first Adventist church in Beaconsfield, having twenty-six baptised members. The church worshipped in a school room for three years, before purchasing a worship structure in May 1890. Beaconsfield Seventh-day Adventist Church became the first Adventist church in Africa (Lottering, 2020). Du Preez (2010:97) adds that the church in Beaconsfield was formally opened on September 27th, 1887.

Furthermore, the Adventist churches in South Africa convened a business session on December 4th, 1892, in Claremont (Cape Town), whose agenda was to discuss the feasibility of organising the mission in South Africa into a self-supporting conference.

The session voted to establish the South African Conference (formerly known as South African Mission Field), on December 5th, 1892. The South African Conference had five churches with a hundred and twenty-eight baptised members (Lottering, 2020). However, Du Preez (2010:97) contends that the South African Conference was formed on December 08th, 1892.

The territory of the South African Conference spread across three provinces: the Northern Cape, Western Cape, and Eastern Cape. The five churches that the Conference had, in the beginning of 1893, were as follows (Du Preez, 2010:107):

1. Beaconsfield SDA Church (26 members), Kimberley; established on September 27th, 1887.

2. Roeland Street Congregation (16 members), Cape Town; organised on March 2nd, 1889.

3. Rokeby Park Congregation (18 members), near Grahamstown; planted in April 1890.

4. Cathcart Congregation (12 members), Eastern Cape; established midyear of 1891.

5. Claremont Congregation (65 students), Claremont Union College (Cape Town); began operating on February 1st, 1893 (Lottering, 2020:5).

Lottering (2020) mentions three points of interest about the Adventist church in South Africa, specifically in the year 1902: firstly, he submits that the South African Union Conference (SAU) was established; secondly, he explains that the Union comprised of the South African Conference, Natal-Transvaal Conference, and the Rhodesian Mission Field; lastly, he points out that the Adventist membership in the SAU region was 351. Furthermore, Du Preez (2010:98, 337) makes two points: first, the inaugural president of SAU was F.W. Reaser; secondly, the Mission Conference mentioned by Lottering, encompassed the Natal, Free-State, and Transvaal territories.

Lottering (2020) further points out that, the De Beers mining company bought Johannes Wessels' farm for £253 460 following the discovery of diamond deposits therein. The Wessels' family donated much of those funds to help establish the building of institutions in the Seventh-day Adventist church.

The church in Southern Africa reached organisational maturity towards the end of 1919, when the leadership established the African Division of the General Conference (Thompson, 1977:1). The African Division began operating on October 16th, 1919 (Du Preez, 2010:341). Insofar as membership is concerned, the Division had a record of 2 000 members in 1919 (Lottering, 2020) and 3 400 in 1921 (Thompson, 1977:1). The church manual of the Seventh-day Adventists (2015:27, 28) alludes to several hierarchical structures, which ensure the orderly functioning of the organisation, namely:

1.1.1.1 The Local Church:

A congregation of members in a specific location. A church consists mainly of baptised members of the Adventist faith. Local churches are run by church boards, whose members are mentioned in the church manual (2015:73–109). However, the decisions concerning the local church are taken in church business meetings – whose members are baptized individuals of that specific local church.

1.1.1.2 The District:

Districts comprise of a cluster of local churches. The Trans-Orange Conference (TOC) constitution (2011:15) states that a district should be managed by a district council, whose duty

is to facilitate all district programs/activities which are intended to fulfil the gospel commission (Matthew 28:19, 20). For example, the West-Rand District is one of the 14 districts that operate under, and report to the TOC. District councils comprise of the following: one elder from each church within a specific district; all the pastors that are serving in that district; a lay representative in the Conference executive committee; and all district council leaders, as mentioned in the church manual (2015:81–104).

The TOC constitution (2011:16) outlines that the council has the authority to: fill vacancies in the district council leadership; withdraw council leaders who are in violation of church policies and principles; and to nominate a district representative to the Conference executive committee. The term of office for district councils is three years.

1.1.1.3 The Local Conference:

The districts combined form a conference. Conferences oversee and supervise the running of districts. For instance, the Trans-Orange Conference oversees and supervises 14 districts which are spread across five provinces of South Africa, i.e., the Free State; Gauteng; parts of the Northern-Cape; North-West; Limpopo; and Mpumalanga provinces. Conferences report to a designated Union Conference. Conferences usually start off as Mission Fields, before being authorised (by higher structures) as a self-supporting conference. The TOC principal offices are in Johannesburg.

The daily running of a conference is managed by the administrative committee (Adcom); however, the decision-making body of a conference is its executive committee (ExCom). The conference executive committee comprises of the following (TOC constitution, 2011:7):

1. President, executive secretary, and treasurer (CFO) as ex officio members
2. All full-time departmental directors of the conference
3. At least one member representing institutions of the conference.
4. Not more than four practising pastors
5. One lay representative from each of the fourteen districts of TOC.
6. Member(s) representing women.
7. Member(s) representing the youth – an individual not older than 32 at the time of election.

8. Member (s) representing persons living with disabilities.

The executive, according to the TOC constitution (2011:7, 8) has administrative authority to:

1. Fill vacancies of the conference leadership.

2. Employ pastors, secretaries, and teachers as it sees necessary.

3. Suspend, discipline, or dismiss for proper cause any employee of the conference.

4. Grant and withdraw credentials and licenses, at the consent of at least two-thirds majority.

5. Appoint a standing constitution and policy development committee.

6. Appoint the conference growth and development committee, with its terms of reference.

7. Appoint committees, such as an administrative committee, with their terms of reference.

1.1.1.4 The Union Conference:

The cluster of Conferences in a particular region or country form a Union Conference. The Southern Africa Union Conference (SAU), in the case of South Africa, is one of 13 union conferences that operate under, and report to the Southern-African Indian Ocean Division (SID). The territory of SAU extends to four countries in Southern Africa: Namibia, Lesotho, South-Africa, and Swaziland (Eswatini). Islands of Ascension, St. Helena, and Tristan da Cunha are also under the administration of SAU. The SAU offices are in Bloemfontein.

The administrative authority of the SAU, as listed in the SAU working policy (2015:144), uses the seven points that are mentioned above, only that SAU operates from a higher authority compared to conferences. The 38 member SAU executive committee is comprised as follows (SAU working policy, 2015:143):

1 Ex officio members:

1. President
2. Executive secretary
3. Treasurer (CFO)
4. Chairperson of the Adventist Professional Health & Humanitarian Services and Denominational Practises (APHHS)
5. Helderberg College rector
6. Maluti Adventist Hospital (Lesotho) chief administrator

7. Voice of Prophecy (VOP) principal
8. Swazi Eye Services chief administrator
9. Conference/mission field presidents

2 SID officers

3 The remaining excom membership:

1. Two church pastors
2. SAU departmental directors
3. 25% of the total number of excom members representing persons who are not employees of the church.

1.1.1.5 The Division:

Regional offices are established by the General Conference (GC), that facilitate worldwide activities. Divisions have been assigned general administrative oversight for designated groups of Unions. For example, the Southern Africa-Indian Ocean Division coordinates 13 union conferences that spread throughout 11 countries and islands in the Southern-African region. The head office of the SID is in Pretoria.

Section 3 of the SID working policy (2018:34) indicates that, the decisions which are taken by division executive committees pertaining to the administration of affairs in division territories shall be considered final, provided they are in harmony with the plans and policy of the General Conference as set forth in the Constitution and Bylaws and with the General Conference Executive Committee actions.

The following members make up a division executive committee (SID working policy, 2018:34):

1 Ex officio members:

1. President
2. Executive secretary
3. Treasurer (CFO)
4. Division departmental leaders
5. Heads of division institutions
6. Presidents of union conferences, union missions, and mission fields.
7. Any GC executive committee member present.

2 Appointed members shall include representation from denominational employees and from church members in regular standing who are not denominationally employed.

3 Denominational employee representation shall include some pastors and institutional personnel.

1.1.1.6 The General Conference:

The General Conference is the highest administrative body of the Seventh-day Adventist (SDA) Church, located in Maryland (USA). The GC coordinates efforts to articulate the policy and doctrine within the SDA church. There are thirteen divisions of the General Conference worldwide.

Article XIII of the SID working policy (2018:31) points outs that the membership of the Executive Committee includes representatives of all the divisions of the world field and the presidents of all union conferences and union missions, and therefore speaks for the world Church. The authority, therefore, of the General Conference Executive Committee is the authority of the world Church.

Lottering (2020) states that, the territories over which the African Division held authority stretched from South Africa to Cameroon. In the years 1919–1929, the African Division region supervised one Union Conference – South African Union (SAU); and six Union Missions, namely: Zambesi, Angola, Congo, South-East Africa, Central Africa, and Southern Union Mission.

The South African Union Conference, in a joint session with the Southern Union Mission resolved to merge the two organisations in 1922 – a year after the establishment of the Southern Union Mission. However, this unity of organisations would operate separately again in 1960 (Thompson, 1977:54, 266). Furthermore, Thompson (1977:55) says that the united South African Union Conference had three Conferences and one Mission Field, namely: Transvaal Conference, Orange River Conference, and Cape Conference (formerly, South African Conference); and the Transvaal-Delagoa Mission Field (Thompson, 1977:32, 56).

Interestingly, both G.T. Du Preez and G. Lottering are scholars that have written extensively about the history of the organisational development of the Seventh-day Adventist church in South Africa. However, in both their accounts of the history of the church (particularly of the 1920s), both scholars are silent on the existence and role of the Seventh-day Adventist Community of Africa Incorporated (Sedcom Inc).

The aim of the study is to research on the history, the purpose, and the role Sedcom played in the acquisition of property in the Seventh-day Adventist church in South Africa.

Thompson (1977:3) postulates that the establishment of Sedcom, as a stock company, was a resolution taken at the inaugural business session of the African Division in January 1921. The chairperson of the meeting was W.H. Branson, in his capacity as president of the African Division. Du Preez (2010:330) indicates that the inauguration of the African Division was on January 21st, 1921.

Thompson (1977:37) further mentions Sedcom as an entity that is legally entitled to receive donations and subscriptions from individuals and other companies, on behalf of the Seventh-day Adventist church.

Lottering (2020:10) indicates that, on September 7th, 1930, the South African Union Conference decided to separate the church along racial lines. Consequently, this affected the church structurally and educationally. Lottering (2020) records the following:

The Maranatha Mission, by 1917, relocated to Butterworth from Grahamstown, and it was renamed as “Bethel”. In 1928, the Claremont Union College relocated to the Bakkers Kloof farm, which was purchased on November 7th, 1925. The Good Hope Training school for coloureds was opened along Klipfontein Road, on the banks of the Elsies Kraal River, on May 1st, 1930. In 1937, following the decision to separate the church along racial lines, Bethel was renamed as “Bethel Training College” and it primarily trained black students. Claremont Union College was later renamed to Helderberg College, and primarily catered for the whites; but exceptions were made for final-year students from Good Hope.

In 1960, the church in South Africa had two Union Conferences, namely: South African Union (for whites) and the Southern Union (for blacks). Both Union Conferences covered the same territory.

The General Conference brought an end to the racial segregation, when in 1985, they mandated both Union Conferences to merge. In 1991, both the South African Union and the Southern Union amalgamated to form the Southern Africa Union (Lottering, 2020:11). Lottering (2020:10) points out that the first Conference to cater for all races became the KwaZulu Natal-Free State Conference, in 1994.

Du Preez (2010:3, 4) elaborates on two points: first, the coloured Good Hope Conference, which was organised in 1959, merged with the black Southern Conference (formerly, South-Bantu Mission Field) to form the Southern Hope Conference, in September 1997; second, the Southern Hope Conference further merged with the white Cape Conference, to form a non-racial Conference on March 16th, 2006.

The Northern Conference of South Africa, formerly known as the Transvaal Conference, and the Trans-Orange Conference attempted to merge but failed. Thus, both the conferences presently function as parallel organisations, both covering the Free State; Gauteng; Limpopo; Mpumalanga; and North-West provinces (Lottering, 2020). However, these conferences are not necessarily divided along racial lines.

1.1.2 Problem statement/rationale

Recently, the Trans-Orange Conference and Sedcom Inc. experienced an impasse regarding Sedcom as a property-holding entity and an insurance for all church properties. The impasse began when Sedcom stated that Orlando-West SDA Church was uninsurable, because the church did not meet the insurance standards of Sedcom.

Perturbingly, there were only three from a total of three-hundred churches, in the Trans-Orange Conference, that met the insurance standards of Sedcom in 2013; yet Sedcom was receiving insurance premiums from all TOC churches. The impasse was exacerbated by the way the sale of Diswilmar farm was concluded, and how this affected the administration of the TOC and all its districts.

Diswilmar farm is a five-hectare plot near Krugersdorp, which consists of two separate plots, plots 8 and 15, and each has 2.015 hectares. The West-Rand, an all-black district of the Trans-Orange Conference, purchased the farm from Mr. James Thomson on October 21st, 1986. The Building Society Bond financed the R 215 000.00 purchase price of the farm (Mawela & Mitileni, 1986). However, the Deed of Transfer prepared by Van Hulsteyns Attorneys (1987:2) on May 20th, 1987, indicates that the farm belongs to Sedcom, because the Natives Land Act of 1913 prohibited black South Africans from owning white land.

The Natives Land Act of 1913 was one of the reasons that the church established the Seventh-day Adventist Community of Africa (Sedcom) in 1921, as mentioned earlier. Sedcom is a section 21 Non-Profit Company, one of whose functions is to acquire, hold and secure title to landed property (Memorandum of Association, 1921:1, 3). The company became the institution through which the black Adventist churches could procure land for worship, under the apartheid regime – as was the case with Diswilmar farm.

The West-Rand District, in the early 2000s, realised that Diswilmar farm had become too small to accommodate their entire membership of their district. Therefore, it was no longer feasible to host district events therein. Thus, on November 17, 2006 (Sibanyoni, 2006), the West-Rand District mandated Jack Smith (Realty Concepts Property Group) to sell the farm. Sedcom and Prestige

Park signed the sale agreement of Diswilmar on December 19th, 2006. The West-Rand District withdrew the sale of the farm, on December 11th, 2009, due to breach of contract by the buyer – Prestige Park (Netshifulani, 2009).

However, Prestige Park counter-sued the TOC for R38 million, claiming that the Conference stifled the development they would have made from 2006 – 2013. Therefore, considering the lawsuit of R38 million which Prestige Park filed against the church, Sedcom (with SAU's permission) proceeded with the sale of Diswilmar against the wishes of the district. The sale was finalised by the approval of the special business session that the Southern-African Union Conference convened on February 24th, 2013 (Letseli & Kunene, 2013). The sale of the farm was finalised in July 2014, on an out-of-court settlement.

Although the sale of Diswilmar circumvented the R38 million lawsuit, the Trans-Orange Conference became desolate and divided. The Conference imploded with countless litigation cases. One of these cases was against the SAU for convening an unconstitutional meeting that approved the sale of Diswilmar. The Trans-Orange Conference separated into two factions – one was for the sale of the farm, the other was against. The SAU termed the faction that was against the sale of Diswilmar a break-away group.

However, in the case between Setsiba and others v the Trans-Orange Conference of the Seventh-day Adventists and others (6277/2014) of 28th March 2018 on the above-stated impasse, justice E.F. Dippenaar (acting judge of the Johannesburg high court) ruled that, the special business session of February 24th, 2013, which approved the sale of Diswilmar farm and dismissed the then executive committee, was convened unconstitutionally. Thus, setting aside and rendering the decisions of that special business session invalid – including that of terming the Alberton faction a break-away.

However, justice Dippenaar cautioned that although the election of the new executive committee was invalid; the decisions which were subsequently taken by this new executive committee were not invalid. For example, the hiring of pastors between the years 2013 (the year the TOC split into two factions) and 2018 (the year of the court verdict) should not be rendered invalid merely because the election of the executive committee that resolved to hire them was invalid.

Article XVIII section 1 of the Southern-African Union Conference (SAU) constitution stipulates that, all immovable property procured by and on behalf of the SAU shall be kept in trust by Sedcom, in its capacity as a trustee for SAU (Southern Africa Union Conference, 2015-2017:16). Whereas article XIII section 1 of the Trans-Orange Conference (TOC) constitution dictates that

an asset-holding entity established/appointed by the Conference, shall hold in trust all immovable assets belonging to the Conference (Trans-Orange Conference, 2011:13, 14).

The TOC, during its special session of 2011, established Baleti Trust to be the asset-holding entity wherein all their assets will be kept. However, Sedcom has not released the properties belonging to the TOC.

Although Sedcom Inc. was instrumental in the procurement and development of land for the Seventh-day Adventist Church in Southern-Africa during the colonial era; its current existence has numerous ethical anomalies in its practises. Conferences like the TOC, whose constitution makes provision for establishing their own property-holding entity, should not have to struggle to receive Title Deeds of their properties from Sedcom. This makes questionable the stance of Sedcom on black land ownership. However, this is not to say that Sedcom Inc. is completely irrelevant in the democratic South Africa.

1.2 Research question.

Can the current existence of Sedcom be justified from a Christian-ethical perspective?

1.2.1 Research questions, aim and objectives.

Research questions.

1. How does the Seventh-day Adventist church hierarchy function? (Chapter 2)
2. What are the specific Christian-ethical principles that this study follows? (Chapter 3)
3. What is Sedcom Inc? (Chapter 4)
4. What are the ethical anomalies about Sedcom within the church? (Chapter 5)
5. What is the Christian-ethical assessment of Sedcom? (Chapter 6)

1.2.2 Aim

The aim of this paper is to determine whether the current existence of Sedcom can be justified from a Christian-ethical perspective.

1.2.3 Objectives

The specific objectives of this study are to:

1 To explain the administrative hierarchy within the Seventh-day Adventist church (Chapter 2)

2 To outline the Christian-ethical principles employed in determining the relevance of Sedcom Inc. in the post-apartheid era (Chapter 3)

3 To give a description of the history and content of Sedcom (Chapter 4)

4 To discuss all the ethical anomalies about Sedcom within the church (Chapter 5)

5 Give a Christian-ethical assessment of Sedcom (Chapter 6)

1.3 Central theoretical argument

The central theoretical argument of this study is that Conferences should be at liberty to either choose to retain Sedcom Inc. as their property-holding entity or appoint/establish one at their own discretion.

1.4 Research Methodology

This theological-ethical perspective of study will be done from a Reformed tradition. The following method(s) will be used, to answer the different research questions:

1.4.1 Literary Study

Both primary and secondary sources will be used to gather information on Sedcom Inc. The content analysis method of study shall be applied to examine the contents of the preserved records on Sedcom Inc (Hofstee, 2006:124). The preserved records of Sedcom are not published nor are they available on the internet, thus the study has used annexures to avail the necessary documents.

1.5 Ethical consideration

This is a literary study, and no human will be used in this study. We know that this article will focus on a particular church, as well as the resolutions of this denomination. We are cognisant of the possibility of stigmatization of the Church and the resolutions thereof, but we will approach our study with honesty and respect for the denomination. Thus, in my opinion, this is a minimal risk study.

1.6 Provisional classification of chapters

Chapter 1: Introduction

Chapter 2: The Seventh-day Adventist church hierarchy

Chapter 3: Principles of Christian-ethics

Chapter 4: The history and content of Sedcom

Chapter 5: Ethical anomalies about Sedcom in practise? Discussion on Diswilmar farm

Chapter 6: A Christian-ethical assessment of Sedcom ()

Summary

CHAPTER 2 THE SEVENTH-DAY ADVENTIST CHURCH HIERARCHY

2.1 Introduction

The purpose of this chapter is to explain the administrative hierarchy of the Seventh-day Adventist (SDA) Church; to indicate how Sedcom features in the impasse of the Trans-Orange Conference (TOC); and where, in the hierarchical structure, the controversial meeting of 24 February 2013 took place.

The Seventh-day Adventist Church is a global institution that has several organisational levels, starting from the local church right up to the SDA world headquarters in Maryland, known as the General Conference. The organisational levels of the SDA Church may be categorised as follows:

1 Local church
2 District
3 Conference/field
4 Union/mission
5 Division/General Conference

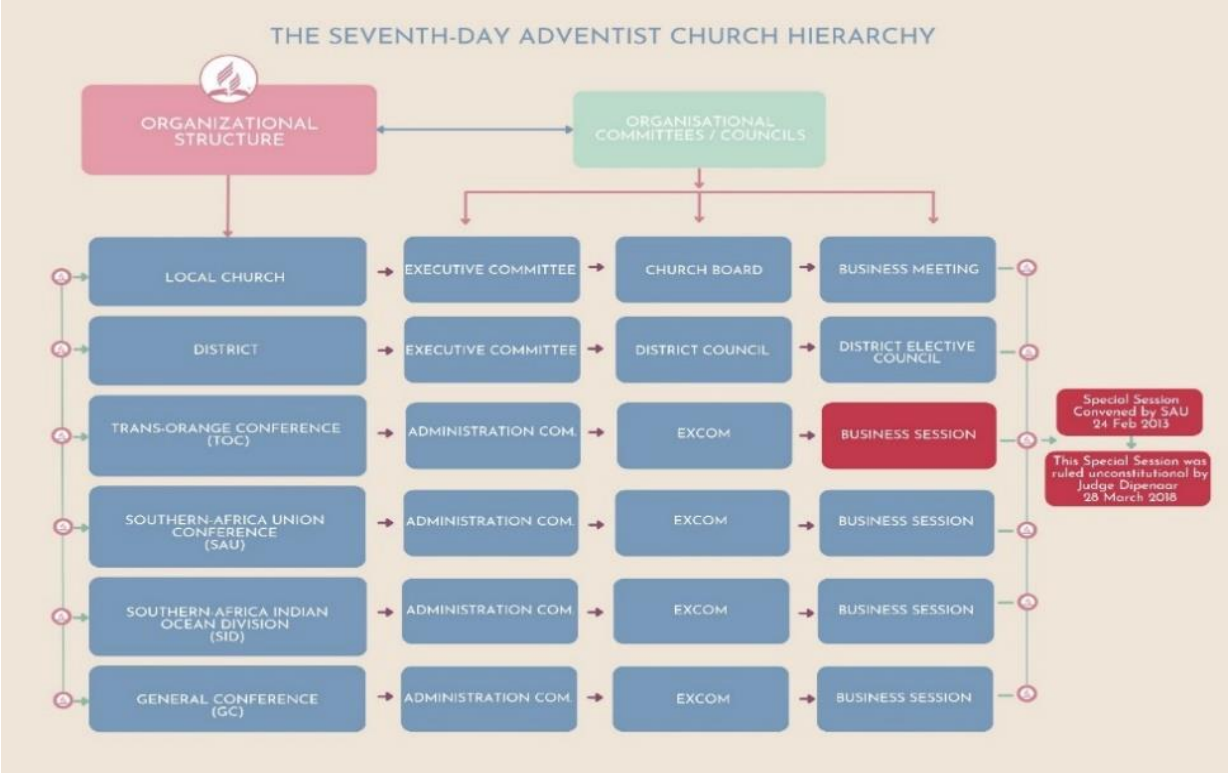


Figure 2-1: The Seventh-Day Adventist Church Hierarchy

2.2 Local Church:

The SDA Church Manual (2015:36, 37) mentions the following regarding the establishment of a local church:

The local churches in the SDA faith, are organised when a company of baptised believers are prepared to assume the responsibilities of an organised church. The organising of a church is officiated by an ordained pastor, on the recommendation of the conference executive committee. The conference president ought to be present during the proceedings of organizing a church.

The officiating pastor presents a summary of the fundamental beliefs. The name of each person in agreement with the fundamental beliefs, and desiring membership in the church being organised is recorded. Members who desire to join the new church, whose membership is with another local church, are presented with letters of transfer by the officiating pastor.

The nucleus of the congregation is comprised either by all the transferring members, or three members who are selected among those who have been worshipping in the same local congregation being organised into a church. The names of believers who desire membership in the new local church, are read one after the other; the same questions are presented to them, and provided they answer affirmatively, they are then received as baptised members of the new local church. Members whose names have been read and voted for by the nucleus, collectively assume the responsibility of electing a nominating committee.

The officiating pastor functions as the chairperson of the nominating committee. The names that are nominated for leadership form the church board. The elected elders, deacons, and deaconesses are subsequently ordained. Thereafter, the church shall have been fully organised and ready for service.

2.2.1 Local Church Executive Committee:

The local church executive is an undocumented, but well-known, committee in the Trans-Orange Conference (TOC). The function of the committee is to prepare and discuss the agenda items of both the church board and business meetings; and set dates for meetings, in consultation with the pastor. However, this executive is a non-decision-making body. The establishment of this executive, though unofficial, is intended to circumvent the challenge of having only one person knowing and deciding on the agenda items of meetings. The committee consists of the following leaders:

1 Church pastor (chairperson)

2 Church elder(s)

3 Church clerk

4 Church treasurer

5 Head deacon

6 Head deaconess

2.2.2 The Church Board:

The church manual (2015:129, 131) indicates the following concerning the church board:

The church board is an administrative committee responsible for leading the local church, members of the board are elected during a church business meeting. The manual further recommends that board meetings should convene monthly, because the work thereof encompasses the life, health, and growth of the local church. The responsibilities of the church board are as details below:

- Ensure an active and continual discipleship plan, for the church, encompassing both spiritual nurture and community outreach ministries.
- Keep an updated membership record and initiate plans for reconnecting with members who have separated from the church.
- Train local church leadership on how to encourage intentional spiritual growth in both themselves and fellow congregants.
- The board, in cooperation with the local pastor, are to develop plans for community outreach activities. The board is expected to convene a meeting specifically on evangelism once a quarter.
- Coordinate outreach programs for all local church departments.
- Encourage each department to give progress reports quarterly to the board and subsequently to the business meeting.

- Keep record and maintain contact of all visitors who may be prospective members of the church.

- Recommend to the business meeting, the delegates for the local conference session.

2.2.3 Business Session Delegates:

The church manual (2015:82, 114) alludes to the following, regarding session delegates:

The responsibility of nominating session delegates is that of the church board, or a committee elected by the church board. The nominees are presented to the church at large in a business meeting for final ratification.

The board, through the church clerk's office, notifies the conference of delegates elected to represent the church at a conference session. Delegates are mandated by the churches which they represent, thus functioning according to the desires of the respective local churches on session agenda items.

2.2.4 Business Meetings:

The Adventist church manual (2015:128) alludes the following about business meetings:

- The business meeting is the constituency sitting of the local church, every baptised member of that specific local church forms part of the business meeting and are eligible to vote. Members who are under discipline are part of the business meeting, but they cannot participate by voice nor vote.

- The business meeting has authority over the church board and carries the responsibility to assign duties to the board. The church decides what the quorum for their meeting shall be; votes by proxy and letter are not permitted.

- The chairperson is primarily the local pastor, and the elder only serves in this capacity when delegated by the pastor. The conference president functions as chairperson on rare occasions. Conference and Union officers may attend business meetings of any church in their territory.

- The business meeting agenda should, at least once a year, include reports covering the work of the church.

2.3 District:

The TOC constitution (2011:14-17) mentions the following points concerning districts:

The Trans-Orange Conference has fourteen duly organised districts. The responsibility to execute district programs and activities is delegated to the district council by the conference executive committee. The conference executive committee appoints a pastor to serve as a district director, whose function includes being the chairperson of the district council.

The district director is expected to submit periodic progress reports to the conference, at the directors' meeting which is convened by the president. The SAU working policy (2015:36) indicates that the district director represents the conference administration in the district.

Conference officials are ex-officio members of all the fourteen district councils of the TOC. Furthermore, the district council must adhere to the policies of the Southern Africa Union (SAU) and the General Conference (GC).

The council elects lay persons from local churches affiliated to that district to serve as secretary, treasurer, and vice chairperson. Elders from all churches under the district form part of the council as well. Additionally, the council elects one leader amongst the departmental leaders in district local churches to serve in the same departments on district level.

2.3.1 The District Executive Committee:

The district executive committee, in consultation with the director, shall convene council meetings once a quarter. Council leaders shall report on activities of the council at such meetings. The executive committee shall comprise of the following leaders:

1 District director (chairperson).

2 Vice chairperson.

3 Lay district representative to the conference executive committee.

4 Pastor(s) assigned to the specific district.

5 One laity representing each zone of the district.

2.3.2 District Council/District Management Board:

The TOC constitution (2011:16) alludes to the following regarding the district council:

2.3.2.1 Membership:

- District executive committee
- One elder from each organised church in the district
- Lay representative in the conference executive committee
- District departmental leaders

2.3.2.2 Responsibilities:

- The district council manages all district programs and activities which are intended to fulfil the gospel commission.
- Reports to and work in cooperation with the conference executive committee.
- Fills the district council vacancies that occur by death, resignation, or otherwise.
- Recalls any council leader who violates policies and principles of the SDA church.
- Nominates a district representative to the conference executive committee.

2.3.3 District Elective Council (District Business Meeting)

The procedure which should be followed in the election of the district council is not stipulated in the TOC constitution nor in the 2015 edition of the church manual. However, the TOC districts employ the following practice:

The district elective council consists of church board members from all local churches of that specific district, whose function is that of the nominating committee. The council elects the non-ex-officio members of the district executive committee, i.e., the district executive excluding the pastors. Local church elders, who were elected in their respective local churches form part of the district council as well. The elective council further elects leaders for the following departments/organizations:

- Adventist Men Organization (AMO)
- Adventist Women Ministries (AWM)
- Children's Ministries

- Education Department
- Family Life Ministries
- Health & Temperance Ministries
- Personal Ministries
- Publishing Department
- Sabbath-School Department

Furthermore, there are two departments that usually elect their own leaders in constituency meetings of their own, namely:

2.3.3.1 Adventist Youth Ministries:

The church manual (2015:104) states that, the department ministers to the youth in four levels: first, Adventurers Club (ages 6-9); second, Pathfinder Club (ages 10-15); third, Ambassador Club (ages 16-21); fourth, Senior Youth (ages 22-30+). However, there is an umbrella committee responsible for the overall planning of AY programs, referred to as the Adventist Youth Ministries (AYM) Committee.

The church manual (2015:105) expects the following to form part of the committee: AY leader (chairperson); public campus ministries leader; ambassador leader; pathfinder leader; adventurer leader; personal ministries leader; AY sabbath-school class leader; children's ministries leader; health ministries leader; AYM sponsor; local church pastor.

Therefore, on district level, all local church AYM Committees convene to elect the District AY Federation Council. The district AYM Committee is chaired by the conference AY director. The elected president of the district AY Federation becomes a member of the district council as an AY leader for that specific district.

2.3.3.2 Adventist Community Service (ACS)/Dorcas Society:

The Elder's Handbook (2016:101, 102) mentions two important points. First, the society was established in 1874, as the Dorcas Benevolent Association. The association changed its name to Adventist Community Service (ACS) in 1972. Although, it is still commonly referred to as Dorcas. Secondly, the society is inspired by the ministry of Dorcas in Acts 9. Dorcas is a community outreach-oriented society that aims at providing clothing, food, and other supplies for those in

need. The needs that the society ministers to include, educational seminars and community development programs (Church Manual, 2015:101).

The district Dorcas constituency meeting, referred to as the Dorcas Federation, comprises of Dorcas leaders from all local churches belonging to a specific district. The Dorcas federation, under the chairpersonship of the conference Dorcas leader, elects the Dorcas executive committee (president, secretary, and treasurer), whose president serves in the district council.

2.4 Trans-Orange Conference (TOC) History

The Mission Fields that pre-existed and operated in the territory which we know as, the present-day Trans-Orange Conference territory are as listed below (Nkosi & Lottering 2021):

The Rand Mission Field, organised in 1921, was the first field that was established to minister to the black South African Adventist. In 1922, the field merged with the Transvaal Mission Field. The field superintendent was J.R. Campbell.

Furthermore, the South African Mission Field was established in the 1930s because of the global depression of the time, which affected the Seventh-day Adventist work in South Africa. In 1936, the South African Mission Field birthed the North and South Bantu Mission Fields when it dissolved.

The South Bantu Field catered for blacks in the Cape of Good Hope; while the North Bantu catered for the present-day Botswana, Lesotho, Swaziland, and the Transvaal area to mention a few. In 1961, following the proposal of G.S. Stevenson to have more black led fields; the North and South Bantu Mission Fields were re-organised into nine black led mission fields, namely:

1 Cape Western

2 Eastern Province

3 Natal-Zululand

4 South Sotho

5 Transkei

6 Swaziland-Eastern Transvaal

7 Northern Transvaal (S.G. Mkhwananzi, president: 1961-1963)

8 Southern Transvaal (P.V. Msimang, president: 1961-1963)

9 Tswana (W.M. Tshefu, president: 1961-1963)

The Northern and Southern Transvaal, together with the Tswana Mission Fields merged to form the Transvaal Field; whose name changed again, in 1966, to the Oranje-Transvaal Field or the Trans-Oranje Field (TOF). The inaugural TOF president was Percy V. Msimang. Msimang was president from 1961 to 1967. TOF received Conference status in March 1980 and was renamed the Trans-Orange Conference (TOC). The first conference president was Z.N.S. Fosi, and the principal offices of the conference were in Soweto Tabernacle.

2.4.1 Administrative Committee:

The Trans-Orange Conference (TOC) has, by provision of the TOC constitution (2011:8), appointed an administrative committee (Adcom) whose responsibility is the daily operation of the conference office in between conference executive committee meetings. The Adcom is mandated by and accounts to the conference executive committee. The administrative committee (Adcom) consults with the conference executive committee on all major decisions to be taken. Members of the conference Adcom are:

1 President

2 Executive secretary

3 Treasurer (CFO)

4 Departmental directors

2.4.2 Executive Committee:

2.4.2.1 Membership:

The TOC constitution (2011:7) alludes the following regarding the conference executive committee: The conference ExCom is elected at a regular business session of that conference. Secondly, the committee should not exceed forty (40) members. The president, vice president(s), secretary, treasurer, and associate treasurer are ex-officio members of the executive committee. The remaining membership of the executive committee shall comprise of the following:

- Departmental directors
- One representative of conference institutions (Schools, hospitals, etc.)

- A maximum of four practicing pastors
- One lay representative for each of the 14 TOC districts.
- One representative of general workers
- 1–5 representatives for women
- 1–5 representatives for young people under 32 at the time of election.
- One representative for people living with disabilities.

2.4.2.2 Responsibilities:

- Fill any conference ExCom vacancy resultant of death, resignation, or otherwise.
- Employ pastor and additional staff members.
- Suspend, discipline, and dismiss, for proper cause, any conference employee.
- Grant and withdraw credentials and licenses, provided there is an ExCom two-thirds majority.
- Appoint a standing constitution & policy development committee, which functions between regular business sessions and reports recommendations through the conference ExCom.
- Appoint a conference growth & development committee.
- Appoint committees as it shall deem necessary, committees such as the Adcom.
- Schedule Adcom, ExCom and constituency meetings at a determined time and place.

2.4.3 Business Sessions:

The church manual (2015:113, 114) and the TOC constitution (2011:3-5) state the following about conference business sessions:

The conference shall convene regular sessions on triennial intervals, at a place and time designated by the conference executive committee. Special constituency meetings may also be convened by the Conference, as it deems necessary. The union and division are also permitted to convene special constituency meetings of conferences under their jurisdiction. The notice of the special business session ought to include the agenda of the meeting. Furthermore, the calling of the TOC special session, is legitimized by one of the following:

- The TOC executive committee votes in favour of the special session.
- The request comes by vote of the delegates at any constituency meeting.
- Fifty-one percent of the TOC churches, through their respective church boards, request for the sitting.
- The SAU, SID, or GC executive committees vote in favour of the special session.

Organised churches of the conference each elect delegates to represent the churches in the councils of the conference.

Delegates are categorised into two, regular and delegates at large. Regular delegates are baptised members selected by their respective local churches, to attend conference business sessions. Delegates at large are employed pastors of that conference; executive committee members of the conference, union, and General Conference.

The voting rights of delegates appointed to represent their churches, shall be limited to the session for which they were chosen to represent their local churches.

The business session quorum is 50% + 1 of the authorized delegates.

The delegates elect all officers and members of the executive committee, except the ex officio members (president, secretary, and treasurer). The ex officio members of the committee are elected by the nominating committee of the session.

2.4.4 Business Session Committees:

2.4.4.1 Organizing Committee:

The responsibility of the organizing committee is to select, in consultation with the constituents, the nominating and constitution committees, and any other committee necessary. The organizing committee is elected prior to the business session, and it comprises of the following members:

- SAU president or his designee (committee chairperson)
- One delegate from each organised church under that conference; an additional delegate from each church shall be added, for every five hundred members it has.

2.4.4.2 Nominating Committee:

The committee shall comprise of 25-29 members and shall be chaired by the Union president or his designee. Members of the nominating committee shall represent both the employees and non-employees of the conference. Conference employees include both pastors and support staff (receptionists etc.); and each district shall appoint one lay person. The responsibility of the committee is to elect the ex officio members of the conference executive.

2.4.5 TOC Special Session (February 24th, 2013) Violations:

Article 2 section 2.4(b) of the TOC constitution (2011:3) makes provision for SAU to convene a TOC special session. Furthermore, section 2.4(c) dictates that the agenda of the special session shall be included in the session notice (TOC constitution, 2011:4). The SAU, on January 7th, 2013, published a special session notice which met the requirements mentioned above.

On January 25th, 2013, the SAU published a letter (Letseli, 2013) justifying the need for convening the special session. The SAU letter was responding to the letter which the West-Rand District wrote on January 13th, 2013 (Siswana, 2013), questioning why SAU is convening a special TOC session, when the Diswilmar farm impasse concerns only the West-Rand District.

The following were the points mentioned in the SAU letter: first, one of the reasons for which Sedcom was established is to ensure that fixed assets of the SAU region are safeguarded against any form of misuse, abuse and/or threat. The above-mentioned obligation is not limited to one conference, but extends to all conferences, institutions, and churches in South Africa under SAU. Second, Sedcom has, therefore, a legal and implied duty to act in the best interest of the church in South Africa.

Third, when the West-Rand District resolved to sell Diswilmar farm, the TOC executive approved the resolution and subsequently mandated Sedcom to proceed with the sale of the farm in December 2006. Fourth, the letter mentions that the TOC terminated the sale agreement without following due contractual processes. Hence, Prestige Park (the buyer) was suing the TOC for R38 million for breach of contract.

However, Prestige Park itself had breached the contract by failing to pay the deposit of R 500 000; hence, the withdrawal of sale on December 11th, 2009. Prestige Park, between November 17th, 2006, and December 11th, 2009, failed to pay the above-mentioned deposit, which was supposed to have been paid within twenty-one working days.

Although the session notice of January 7th, 2013, met the requirements stipulated in the TOC constitution, the TOC published a letter on February 25th, 2013 (Segopa, 2013) mentioning the following points amongst others: first, SAU in session allowed more agenda items to be discussed which were not mentioned in the session notice. Thus, rendering the discussion of those agenda items unconstitutional. Second, the SID and GC advised SAU to adjourn the meeting, after the item mentioned on the notice was discussed, SAU continued with the meeting, nonetheless.

Third, the discussion of additional agenda items disadvantaged local church delegates because they were not mandated by their respective churches, on what their position should be on those additional items. For instance, local church delegates were mandated by their respective churches to either abstain from voting altogether, vote in favour, or against the sale of Diswilmar Farm. Therefore, it is unconstitutional to discuss items without the knowledge of local churches because churches would have not had the chance to mandate their delegates. Moreover, the special session voted to remove the entire TOC executive committee, which was duly elected in 2010, whereas the session was not an elective session.

Fifth, the session further elected interim leaders to replace the removed executive, this further rendered the actions unconstitutional. Subsequently, following the 2013 special session, SAU withdrew the credentials of pastors who served in the removed TOC executive committee for pointing out the policy violation committed by the union and aligning themselves to the Alberton faction.

Justice E.F. Dippenaar, on March 28th, 2018, set aside and rendered the following actions as a violation of policy, in her judgement (6277/2014): first, the resolutions that was taken at the special session of 24th February 2013, which removed the TOC executive committee of the time, and appointing another; second, the resolution to declare the churches that were against the special session as not in regular standing, and reducing them to company status; third, the dismissal of the following pastors: M.A. Setsiba (President, TOC); T.B. Segopa (Secretary, TOC); M.B. Molopa (Music Director, TOC); P.P. Mbedzi (Family Life Director, TOC); and B.J. Nemaranzhe (Stewardship Director, TOC).

2.5 Southern Africa Union Conference (SAU) History

The first Union Conference in South Africa was organised in 1902 and was named the South African Union Conference. The Union comprised of the South African Conference, the Natal-Transvaal, and Rhodesian Mission Fields (Lottering, 2020).

In 1966, South African had two Union conferences, namely: the South African and the Southern Union Conferences. The Southern Union Conference was established in 1919, as a Union Mission reporting to the African Division (Nkosi & Lottering, 2021). The Southern Union Conference comprised of the North Bantu, South Bantu, and the South-West African Mission Fields (Lottering, 2020). The above-mentioned Union Conferences merged in 1991, following the mandate given by the General Conference in 1985. The merging of the two Unions resulted in the formation of the Southern Africa Union Conference, whose principal offices are in Bloemfontein.

2.5.1 Administrative Committee:

The Southern Africa Union Conference (SAU) working policy makes no direct mention of nor provision for an administrative committee. However, an administrative committee in the union would have a similar function to that mentioned on point 3.1 above.

Furthermore, the SAU working policy (2015:146) points out that the president, vice-president (if elected), secretary, and treasurer are jointly responsible to carry forward the plans, policies, and programmes voted for by the business session and/or the SAU executive committee.

2.5.2 Executive Committee:

The Southern Africa Union Conference (SAU) working policy (2015:143) mentions the following: first, the SAU executive committee is elected during its regular business session.

Second, the membership of SAU executive committee should be a maximum of thirty-eight members: having no fewer than five women, and two young people under the age of 35, at the time of their appointment.

2.5.2.1 Membership:

The working policy of SAU (2015:143, 144) lists the following as members of the executive committee:

1 The president

2 Secretary

3 Treasurer

4 Vice-president

5 Chairperson of the Adventist Professional Health & Humanitarian Services and Denominational Practises (APHHS)

6 Rector of Helderberg College (Cape Town)

7 Chief administrator of Maluti Adventist Hospital (Mapoteng, Lesotho)

8 Principal of VOP (Voice of Prophecy)

9 Chief administrator of Swazi Eye Services

10 Presidents of conferences/fields under SAU

11 SID & GC officers

12 Two local church pastors

13 SAU departmental and services directors

14 Representatives of non-employees of the SDA church (25% of the ExCom membership)

2.5.2.2 Responsibilities:

The SAU executive committee reserves the delegated authority to function as follows:

- Fill, for the current term, vacancies in its boards, committees, and departments that result from death, resignation or otherwise.
- Employ the necessary personnel to execute work effectively.
- Grant and withdraw credentials and licenses, subject to a two-thirds majority consent.
- Appoint a standing constitution committee, whose chairperson is the SAU executive secretary.
- Appoint and remove, for just cause, any SAU employee in violation of the principles and policies of the SDA church.
- Convene both regular and special executive committee and business session meetings.

2.5.3 Business Sessions:

The SAU working policy (2015:138-140) indicates the following points regarding SAU business sessions:

The Union Conference shall convene regular business sessions on quinquennial intervals, at a venue and time designated by the SAU executive committee. The Union executive committee shall also convene special constituency meeting as it deems necessary; the SID executive may, likewise, call special sessions of Union Conferences under their jurisdiction. The notices for both special and regular business sessions shall include the time, place, and agenda. The notice should be publicized four weeks before the sitting. The convening of a SAU special business session is considered legitimate when one the following would have happened:

- The SAU executive committee votes in favour of the special session being called.
- The delegates, in a business session, vote to convene a special session.
- The special session being requested by majority of the conferences/fields under SAU.
- The SID or GC executive committees voting in favour of the special session.
- Local conferences and mission fields shall each send one delegate; another delegate is added per conference/field, for every five hundred members. The conference/field executive committee is responsible for electing union session delegates. Delegates at large shall be executive committee members of the Union and the General Conference. 40-50% of the delegates should be individuals who are not employed by the church.
- Fifty percent of the regular delegates present shall form the union session quorum.
- All officers and members of the executive committee who are not ex officio members shall be elected by the delegates at the regular business session of the SAU and shall hold their offices until the next regular business session of the SAU.

2.5.4 Business Session Committees:

2.5.4.1 Organizing Committee:

The organizing committee, whose duty is to select a nominating committee for the SAU session, comprises of the following members:

1 SID president (chairperson)

2 One conference/field representative; and an additional representative for every 2 500 members or major fractions thereof.

3 A representative from each SAU institution

1. SID president (chairperson)
2. Adventist Professional Health & Humanitarian Services (APHHS)
3. Helderberg College
4. Maluti Adventist Hospital
5. Voice of Prophecy Bible Correspondence School
6. Swazi Eye Services
7. Two representatives from the delegates at large.

2.5.4.2 Nominating Committee:

The nominating committee, whose function is to elect ex-officio executive committee members, shall comprise of a maximum of forty-five members, namely (SAU working policy, 2015:142):

- Local field/conference presidents.
- One representative for each 5 500 members or major fractions thereof in each field/conference comprising SAU.
- Four members to represent SAU institutions.
- Ten employees representing other categories of workers, five of whom shall be pastors serving in districts.

2.6 Southern Africa Indian-Ocean Division (SID)

The African Division was organised and began operating on October 16th, 1919 (Du Preez, 2010:341). The African Division was renamed the Southern Africa-Indian Ocean Division (SID) in 2003 (Lottering, 2020).

2.6.1 Administrative Committee:

The Southern Africa Indian-Ocean Division (SID), like the General Conference, has an administrative committee, whose function may be identical to that of the GC administrative committee.

However, the SID working policy makes no mention of the membership nor responsibilities of the division Adcom; article XIV section 4 of the GC constitution (2018:34) only mentions the following about the functioning of the SID office:

- Five members of the SID executive committee, including the SID president (chairperson), constitute a quorum for transaction of routine business. In the absence of the president, the secretary functions as the chairperson.

- Ten members or 25% of the total executive membership, whichever is greater, is required to transact non-routine items such as major financial decisions, dismissal of employees, and the appointment of union mission officers.

2.6.2 Executive Committee:

Article XIV of the GC constitution (SID working policy, 2018:34) points out the following regarding the SID executive committee:

2.6.2.1 Membership:

The following comprise the SID executive committee:

1 SID president

2 SID secretary

3 SID treasurer (CFO)

4 SID vice-president(s)

5 SID field secretaries

6 Heads of SID institutions

7 Union Conference presidents

8 Union Mission presidents

9 Union of Churches presidents

1. Presidents of attached conferences/missions/fields
2. SID directors of departments, associations, and services
3. GC executive committee members
4. Representation from the following:

- Church employees (pastors and institution personnel)
- Church members who are not employees of the church

2.6.2.2 Responsibilities:

The division executive committee functions on behalf of the GC executive committee in their territory, and its authority shall be recognized by all the unions and local organizations under the jurisdiction of the SID. Therefore, the following are the functions of the SID executive:

Actions taken by the SID executive committee on administrative affairs in its territory shall be considered final, provided they are in harmony with GC policies.

SID has the authority to establish legal entities for the use, benefit, and purpose of the church in countries under the SID. The legal entity would carry the responsibility for property and governance.

2.7 General Conference (GC):

2.7.1 Administrative Committee:

The GC constitution (SID working policy, 2018:78) explains that the GC executive committee has the authority to appoint committees such as, an administrative committee. The function of the GC Adcom may be summarized as follows:

2.7.2 Responsibilities:

In cases of questionable conduct by either the president, secretary, or treasurer, the GC Adcom has the authority to place any of the three officers on paid administrative leave, with consent of a two-thirds majority (SID working policy, 2018:72, 73).

The GC Adcom appoints the survey commission, whose responsibility it is to establish, at the request of divisions, union conferences; promote existing fields to union missions; and grant union conference status to existing union missions (SID working policy, 2018:98). The SID working policy (2018:98) enlists the following leaders to comprise the survey commissions:

1 Chairperson: GC vice-president

2 Secretary: GC secretary or their designee

3 GC treasurer (CFO)

4 Preferably two presidents (or any executive officer) from other divisions

5 Advisors: the treasurer and secretary of the division requesting the survey.

The survey commission reports to the GC administrative committee; and the GC present the recommendations of the commission to the GC executive committee, for final ratification (SID working policy, 2018:86, 99).

Approves the membership and terms of reference of the GC Adventist Chaplaincy Ministries (ACM) committee, whose responsibility is fostering professional education and training for students in the Adventist Chaplaincy Institute (ACI).

2.7.3 Executive Committee:

2.7.3.1 Membership:

The GC executive committee membership categorises into two, namely: the ex-officio and the elected members (SID working policy, 2018:17, 18).

2.7.3.1.1 Ex-officio members:

1 President and vice-presidents

2 Secretary, under-secretary, and division secretaries

3 Treasurer (CFO), under-treasurer, and division treasurers

4 General field secretaries

5 Union presidents

6 Former GC presidents (with credentials)

7 President of Adventist International Institute of Advanced Studies (AIIAS)

8 President of Adventist University of Africa (AUA)

9 President of Andrews University

10 President of Griggs University & International Academy

11 President of Loma Linda University Adventist Health Sciences Centre

12 President of Oakwood University

13 President-executive director of Adventist Development & Relief Agency (ADRA)

14 President-executive director of Adventist World Radio

15 President of Hope Channel

16 Director of Biblical Research Institute (BRI)

17 Director of Geoscience Research Institute

18 President of Archives, Statistics, and Research

19 President of Adventist Risk Management Incorporated

20 President of Christian Record Service Incorporated

21 President of Pacific Press Publishing House

22 President of Review & Herald Publishing Association

23 President and board chair of Ellen G. White Estate

24 Editor of Adventist Review & Adventist World

25 Editor of Adult Sabbath School Bible Study Guide

26 Editor of Ministry

2.7.3.1.2 Elected members:

1 Division executive committees select three lay persons and one pastor from their divisions. One additional pastor/church employee for every 500 000 members/major fractions thereof.

2 15 – 20 laity selected by the GC executive.

3 15 – 20 pastors and/or teachers selected by the GC executive from the retirees and employees.

2.7.3.2 Responsibilities:

The authority of the GC executive committee is of the world church, since its membership includes representatives of all divisions; as well as presidents of all union conferences and union missions (SID working policy, 2018:31). Therefore, below are the functions of the GC ExCom (SID working policy, 2018:31-33):

- Grants or withdraws credentials and licenses.
- Appoints committees such as the administrative committee.
- Reviews, changes, and creates working policies.
- Approves strategic plans and activities for the world church.
- Employs necessary personnel for the effective execution of work.
- Elects and removes, for cause, any employee of the GC executive committee.
- Fills, for the current term, vacancies that may occur in its offices, boards, and committees due to death, resignation, or other reasons.
- Executes early retirement of GC ex-officio executive members (point 5.2.1) who develop health conditions that prohibit them to execute their duties.
- Convenes Annual Council and Spring Meetings. Annual councils are convened to consider budget requests and adopt policies. Whereas spring meetings are intended to receive audited GC financial reports and the transaction of regular GC ExCom business.
- Convenes GC business sessions quinquennially.

2.7.4 General Conference Business Session:

The SID working policy (2018:13-15) alludes to the following facts concerning the Division Sessions:

The General Conference shall hold quinquennial sessions at such time and place as the GC executive committee shall designate and shall published in the Adventist Review and Adventist World four months ahead of time. The GC executive committee may call special sessions of the GC as it deems necessary.

GC session regular delegates shall comprise of the following:

- Union Conferences shall each send two delegates, except union presidents (who are delegates at large).
- Union Missions shall each send one delegate, other than the mission president (who is a delegate at large).

- Union of churches conferences shall each be entitled to one delegate, other than its president (who is a delegate at large).
- Union of churches missions are represented by their presidents, who are also delegates at large.
- Local conferences shall send two delegates to the GC session.
- Mission fields shall send one delegate.

Delegates at large comprise of the following:

- GC executive committee members.
- All associate directors and secretaries of the GC.
- 20 delegates from GC, appointed by the GC Adcom.
- 20 delegates for each division.
- Each division shall have a delegate for each institution operated by that division.
- 300 delegates from the GC and its divisions, representing field secretaries, laypersons, and pastors selected by the GC executive committee.
- The quorum of the GC session shall comprise of $\frac{1}{3}$ of the total delegates authorized to attend the GC session.
- Division administrations, in consultation with their unions, ought to ensure that all their delegates are members of the SDA church in regular standing (not under discipline); and that 50% of the delegation should represent both genders amongst pastors, teachers, and non-administrative employees.

2.7.5 General Conference Elections:

The following shall be elected at each regular session of the General Conference (SID working policy, 2018:16-18):

Officers, directors, and associates:

1 President and vice presidents.

2 Secretary, under-secretaries, and division secretaries.

3 Treasurer (CFO), under-treasurer, associate treasurers, and division treasurers.

4 General field secretaries.

5 GC Auditing Services (GCAS) director, associate director, and board.

6 Directors and secretaries of GC departments and associations, together with their associate leaders.

The first annual council of the GC executive committee elects the following:

1 Office of Archives, Statistics, and Research director.

2 Biblical Research Institute (BRI) director and associate directors.

3 Geoscience Research Institute director and research scientists.

4 Principal Denominational Journals editor and associate editors.

GC Vice Presidents and Division Vice Presidents:

1 General Conference vice-presidents shall be elected to serve as presidents of their respective divisions. GC vice-presidents aid the GC president in the general

2 administration of the GC, and occasionally chair GC executive committee at the request of the GC president.

3 GC vice-presidents serve as chairpersons of the respective division executive committees, they were assigned to lead.

4 Division vice-presidents are appointed at the discretion of their respective divisions, these vice-presidents aid division presidents in administrative responsibilities.

2.7.6 GC Session Committees:

The SID working policy (2018:22-24) indicates that the GC business session elects the following committees, and any other committee they deem necessary:

2.7.6.1 Church Manual Committee:

The SID working policy (2018:22, 109) expresses the following about the church manual committee:

The chairperson of the committee shall be a GC official.

The committee is authorized to execute routine editorial work. However, the editorial work should not alter the meaning of the current text of the SDA church manual.

Additionally, the committee present their editorial work to the GC Adcom and subsequently to the GC ExCom at an annual council meeting. However, should a one-third vote of either the Adcom or ExCom determine that the editorial work altered the meaning of the text, the GC session carries the authority to effect or reject the proposed changes. The committee can only alter the church manual during a GC session (SAU working policy, 2015:89).

2.7.6.2 Constitution and Bylaws Committee:

The SID working policy (2018:22) is silent on the membership of the constitution and bylaws committee, policy only points out that any GC official is eligible to chair the committee meetings.

However, one may assume that the constitution and bylaws committee, like the church manual committee, reports to the GC Adcom and subsequently to the GC ExCom in annual council meeting. Similarly, one presumes that this committee reviews the constitution and bylaws of the GC working policy and present their recommendations to the GC Adcom and ExCom for ratification.

2.7.6.3 Nominating Committee:

The nominating committee comprises of the following members:

Divisions and attached Unions are entitled to 10% of their total delegation to the GC business session to represent them in the nominating committee. Divisions and Unions collaborate in the selection of these delegates.

Delegates at large shall elect, in consultation with the GC administration and institutions committees, 8% of their total delegation representation to the GC session to serve in the nominating committee.

Delegates holding positions are not eligible to serve in the nominating committee.

2.7.6.4 Steering Committee:

The GC president presides as the chairperson of the committee, and the members of the steering committee are recommended to the session, by the GC executive committee. The responsibilities of the steering committee are as follows:

- Manages and monitors the progress of the session and its program.
- Determines and amends the sequencing of the business session agenda when the need arises.
- Serves as the referral point for any new business items unrelated to the approved session agenda and business items.
- Reports to the session the progress of proposals for their consideration.

2.8 Chapter Summary:

The chapter has explained, in detail, the following: first, the five hierarchical levels of administration in the Seventh-day Adventist (SDA) church. Second, clarified the circumstances around which the controversial decision of selling Diswilmar farm, against the will of its rightful owners (West-Rand District), was taken. Third, the chapter provides a diagram wherein there is a demonstration of where, in the hierarchical structure, the special business session of February 24th, 2013, was held. Fourth, the chapter has further discussed the aftermath of the resolutions of the TOC special session, and the litigation that climaxed on the court judgement of March 28th, 2018. Chapter 3 shall establish and outline the Christian-ethical principles which will be used, in the evaluation and determination of the relevance of Sedcom Inc. in the democratic South Africa

CHAPTER 3 PRINCIPLES OF CHRISTIAN-ETHICS

3.1 Introduction

The previous chapter has explained the administrative hierarchy of the Seventh-day Adventist (SDA) Church; to indicate how Sedcom features in the impasse of the Trans-Orange Conference (TOC); and where, in the hierarchical structure, the controversial meeting of 24 February 2013 took place. The current chapter shall primarily focus on outlining Christian-ethical principles, which shall guide this study in the evaluation of the relevance and necessity of Sedcom Inc. in the democratic South Africa. The three Christian-ethical principles are as follows: first, land redemption method; second, denominational land scrutiny; and third, land reform according to the Green Paper.

Land redemption addresses two equitable methods of dealing with the loss of productive land as a result of socio-economic factors, and the state land ownership laws of a given time period. The principle which is articulated here anchors on Leviticus 5:23-28 which states that, when a family has sold its own land due to economic constraints, the one to whom the land has been sold should avail the land for resale once one of two things happen: either when the initial owners have accumulated means to repurchase their land; or when a kinsman redeemer purchases the land back, on behalf of the first owners. Alternatively, if the first owners are unable to recover economically, nor get a person to purchase the land on their behalf; then, on the fiftieth anniversary of the sale of the land, which is the year of jubilee, the one to whom the land was sold shall release the land back to the initial owners without being compensated.

Denominational land scrutiny encourages all mainstream denominations to prepare and submit an inventory of all their church-owned land across South Africa. The intention is to have the religious sector participate meaningfully in the redistribution of land, by returning the land to its rightful owners – the previously disadvantaged. The Moravian Mission Society and the Roman Catholic churches are amongst a few other denominations that have participated in the redistribution of their own church-owned lands. The principle seeks to encourage churches like the Seventh-day Adventist, through its property-holding entity Sedcom, to participate in the redistribution of its own church-owned land.

The central argument of the Green Paper on land reform, as shall be presented in this study, advocates for the following: first, the abolishment of the 1937 Deeds Registries Act which perpetuates vast land ownership of the white minority, and thus hampers the success of land reform. Second, the government would need to establish a constitutional way of implementing

land deprivation non arbitrarily. The aim of such deprivation would be to enhance equality, freedom, and human dignity. Therefore, this principle shall be used to evaluate the property policies on land ownership and usage of the SDA Church and Sedcom, to determine whether they promote principles of democracy, equality, and deracialisation of land ownership.

3.2 Land redemption method

> *23 "The land shall not be sold in perpetuity, for the land is mine. For you are strangers and sojourners with me. 24 And in all the country you possess, you shall allow a redemption of the land. 25 "If your brother becomes poor and sells part of his property, then his nearest redeemer shall come and redeem what his brother has sold. 26 If a man has no one to redeem it and then himself becomes prosperous and finds sufficient means to redeem it, 27 let him calculate the years since he sold it and pay back the balance to the man to whom he sold it, and then return to his property. 28 But if he does not have sufficient means to recover it, then what he sold shall remain in the hand of the buyer until the year of jubilee. In the jubilee it shall be released, and he shall return to his property. – Lev. 25:23-28 (ESV)*

Vorster (2007:45) identifies a set of principles outlined in Leviticus 25:23-28, regarding property ownership. He observes that whenever one's socio-economic status would necessitate the selling of their land, particularly one that is a means of survival for the family, there would always be provision for them to reclaim their land in one of two ways:

First, the land which is sold to a particular buyer should be redeemable, either when the seller has accumulated means to repurchase the land; or when a relative redeemer repays the buyer on behalf of the seller. Second, the seller would have to wait for fifty years for the year of jubilee, to reclaim their family land without compensation. Vorster (2007:47, 48) enlists the following to be lessons drawn from the biblical passage mentioned in the foregone paragraph:

- The above land redemption principle prevents the perpetual poverty and oppression of the poor. The jubilee intended to prevent ownership of majority of the land by the minority.

- The land ownership and the use thereof must serve the purpose of reconciling people and preventing social divisions. Land ought to be utilized by its recipients to the social and economic benefit of the community.

- There should be equitable distribution of land.

Furthermore, Vorster (2007:49-53) presents four factors for readers to consider in applying the land redemption principle as stated above. His point of departure, in presenting the dynamics of land restitution, is Article XVII of the Universal Declaration of Human Rights which points out that everyone has the right to own property alone as well as in association with others. He postulates the following points:

Firstly, ethicists ought to be cognizant of the distinction between legal human rights and moral human rights. The former refers to those rights which are included in the declaration of human rights; while the latter anchors on basic human needs, some of which are not necessarily justiciable, like land restitution.

Secondly, although the declaration makes provision to the landless to claim the land based on the right to own property, the economic limitations of the government should be considered. Consequently, no constitutional court can order a government to provide land for all its citizens when it does not have the economic means to do so.

Thirdly, Article XVII of the universal declaration of human rights further protects landowners from being dispossessed of their land arbitrarily. The protection against dispossession, as mentioned in the declaration, according to Vorster, includes land expropriation. Vorster postulates that expropriation of land is only acceptable when it is done to benefit the community, and the person from whom the land is expropriated should be compensated. The land reform must not lead to further division and animosity in the community at large.

Lastly, Voster concludes that although the principle is clear, the execution thereof is not easy because public interest entails the interest of the previously disadvantaged groups and those of the owners at the time of redistribution. Furthermore, new landowners should be trained to utilize the land productively; because redistributing land to owners that are not equipped to use it profitably, hampers growth and development.

3.3 Denominational land scrutiny

> ***32*** *Now the full number of those who believed were of one heart and soul, and no one said that any of the things that belonged to him was his own, but they had everything in common.* ***33*** *And with great power the apostles were giving their testimony to the resurrection of the Lord Jesus, and great grace was upon them all.* ***34*** *There was not a needy person among them, for as many as were owners of lands or houses sold them and brought the proceeds of what was sold* ***35*** *and laid it at the apostles' feet, and it was distributed to each as any had need.* ***36*** *Thus Joseph, who was also called by the apostles Barnabas (which means son of encouragement), a Levite, a native of Cyprus,* ***37*** *sold a field that belonged to him and brought the money and laid it at the apostles' feet. – Acts 4:32-37 (ESV)*

Vorster (2007:47) commenting on verse 34 of the scriptural text above, makes the following observation: The year of jubilee protected a system of property rights which were intended to be broadly equitable, with the ownership of the land widely spread throughout the population. Secondly, fair distribution of the land, and restitution, are the basic Christian values because the aim is to eradicate poverty and to prevent monopolies in the hands of the state and all the rich elite. Thirdly, this ideal correlates with the basic Christian moral ideals regarding land management.

Philpott and Zondi (1998:17-19) point out the following: in November 1997, the National Land Committee (NLC) commissioned the Church Land Programme (CLP) to undertake a research project into the topic of church land. The intended outcome of the research anchored on three factors: first, to ascertain the extent of land owned by churches in South Africa; second, to identify key factors relating to land transfer; third, to develop proposals around church land reform.

The study that is mentioned above, acknowledges that South Africa has numerous denominations that own land, whose policies and decision-making structures vary. The understanding of "church", to Philpott and Zondi, does not refer to a single organisation, instead they understand the church as a religious sector consisting of various denominations.

Furthermore, there are multiple ways in which denominations register their land: Denominations such as the SDA Church have a central legal entity, Sedcom Inc, that holds the land for the entire denomination, in South Africa. However, the Catholic Church, for instance, holds land at diocesan (regional) level. The Catholic Church has twenty-six dioceses in South Africa.

Philpott and Zondi (1998:21) further indicate four ways in which churches acquired land in South Africa, namely: (1) by permission from the chief/king; (2) as a grant from the colonial state; (3) donations from individuals; (4) directly purchasing the land from the state.

Modise and Mtshiselwa (2013) contend that, in the context of South Africa, there are three role players in land dispossession from the Indigenous: the colonial government; the white farmers; and the churches.

The observation Maylam (1986:86, 87) makes, touches on the points detailed below:

First, in 1874, the colonial government leased five million acres of land to black South Africans for occupation and use. The land production that resulted from this arrangement, benefitted the Black community economically. Portions of the five million acres of land, leased by the government, were allocated to four-hundred and seventy-five mission stations.

Second, each mission station received between six thousand and eight thousand acres. In total, the state allocated between 2 850 000 and 3 800 000 acres of land to the 475 mission stations, owned by various denominations. Thus, Modise and Mtshiselwa (2013) acknowledge that the involvement of the churches alleviated poverty, to a significant extent.

Third, the religious community encouraged Black South African communities to purchase farmlands to further enhance their socio-economic status. The impact of such an influence was evident in 1880, when Black communities would purchase land communally for both occupation and use. Modise and Mtshiselwa (2013) postulate two points: one, very few Indigenous people experienced poverty prior to the Natives Land Act (NLA) of 1913; two, the South African churches are thus, complicit in the arbitrary dispossession of land that Black South Africans experienced, upon the advent of the NLA of 1913.

Fourth, the Natives Land Act of 1913 empowered the colonial state and white farmers to collaborate with churches, financially, to dispossess land from black South Africans. Thus, the state and white farmers gained access to fertile agricultural land from mission stations, mostly owned by the Dutch Reformed Church (DRC), Moravian Church, and the Anglican Church (Claassens, 1991:55-56).

Although, the participation of churches benefitted the Black communities collectively, particularly in land accumulation, the use thereof, and the elimination of poverty; the provisions of the Natives Land Act of 1913, coerced the white South African churches to sell their land to white farmers.

Hence, the mass ownership of land that the mission stations possessed, made the impact of their migration from these farmlands felt by the indigenous to a significant extent. The reason thereto is that the same Black people who once benefitted from churches, were left landless after being forcefully removed from the sold farmlands.

The enlisted case studies below address the displacement of Black people in various communities of South Africa and the dynamics of land restitution in the democratic South Africa (Everingham & Jannecke, 2006):

3.3.1 Elandskloof, Plots 475 and 476:

Elandskloof is in the Cedarburg Mountain of Citrusdal in the Western-Cape Province. The farmland was established in 1839, during the enclosures of public lands by the British monarchy, and its original inhabitants were the Khoisan people. The colonial state and white farmers advocated for the settlement of the Dutch Reformed Mission Church in 1861.

The self-reliance of the local Khoisan farmers was restricted by the rise of colonialism and commercial production; and resultantly, this created a dependent wage labour force. The Dutch Reformed leased portions of their mission station, in plot 475, to local who would pay annual rent for a residential plot. Furthermore, the church permitted tenants to use the farmland, in plot 476, to cultivate crops.

However, the Dutch Reformed Church, amongst churches like the Anglican and Moravian, were later replaced as land trustees by the Governor-General, under the authority of the Missions Stations Act of 1909.

Additionally, the National Party enforced the Group Areas Act of 1950, after their election victory of 1948. Successively, the Governor-General expunged from the Deed of Grant a clause stating that Elandskloof ought to be used exclusively for missionary purposes. Subsequently, on July 24th, 1961, the Dutch Reformed Church sold plots 475 and 476 to the Smit brothers for R 34 000. The reason advanced by the church for the sale of the plots was that the residents lacked entrepreneurial skills.

The Khoisan community which lived and earned a living from both these plots, became 'illegal occupants' and the Smit brothers initiated legal action against them. Consequently, P.W. Botha ordered the forceful removal of approximately six hundred 'illegal occupants' on September 15th, 1962.

The displaced blacks of Elandskloof, firstly, consulted lawyers in the 1980s about the possibility of either purchasing or requesting the government to restitute the land; secondly, they resumed dialogue with the Dutch Reformed Church, in February 1990, shortly after Mandela's release; and in February 1992, the activists of the Legal Resources Centre (LRC) and the Surplus People's Project (SPP) adopted the case of Elandskloof.

The efforts of the displaced Khoisan community proved fruitful when, on 11th October 1991, the Supreme Court of South Africa nullified the cancellation of Elandskloof as an area strictly meant for missionary purposes only. Finally, the Department of Land Affairs, through the Land Claims Commission, transferred both plots 475 and 476 of Elandskloof back to the Indigenous owners, in October 1996. Although Smit officially acknowledged wrongdoing, the government still compensated him R4 million. The South African Council of Churches (SACC) expedited a meeting between the Khoisan community of Elandskloof and the Dutch Reformed Church, after the community sought moral restitution for the complicity of the church in their displacement. The church offered a public apology to the community, on 7th October 1997.

The years between 1997 and 2004 presented the following challenges to the Elandskloof community: first, although the land was restored back to the rightful owners, the fruit market in the Citrusdal region was dominated by white farmers; second, the community to which the land was restored is divided on who the beneficiaries of the land should be, thus, making it difficult to cultivate better relations amongst community members; third, some of the families which returned to Elandskloof, in 1997, relocated to either Citrusdal or Cape Town for better employment opportunities; fourth, investors are reluctant to risk their capital on land that is owned communally; fifth, in 2004, the Land Reform Office in Western Cape intervened to assist the community in Elandskloof to recover physical Title Deeds to plots 475 and 476.

3.3.2 Tsitsikamma District:

Tsitsikamma is in the Eastern-Cape province, under the Kokamma Municipality. In 1837, the colonial state relocated the Mfengu to Tsitsikamma in response to the white farmers four Fingo labourers. The state granted Mfengu land on 'ticket of occupation' basis. The Mfengu people settled on five farms, namely: Doriskraal, Koksbosch, Palmiet River, Snyklip, and Wittekleibosch.

The Moravian Mission Society was given a portion of Koksbosch farm by the state, in 1838, upon which they erected the Clarkson Mission Station, in 1839. The property survey of 1841 discovered that the entire farm, not just a portion, belonged to the Moravians. Further, land expansion was granted to the society, wherein they built the Charlottenburg Mission Station, in 1851. The Clarkson and Charlottenburg stations had a total of 1 352 228 hectares of land. Surprisingly, the Deed of Grant stipulated that the Moravians held these properties on behalf of and in trust for the Mfengu people residing in Clarkson.

The farms of Doriskraal, Snyklip, Palmiet River, and Wittekleibosch were registered in 1858, under the Civil Commissioner of Uitenhage on behalf of, and in trust for the following tribes: Doriskraal for Uzweebe; Snyklip for Umblatze; Palmiet River for Platje Geduld alias Utholoa, his Fingo descendants, and the Makupula tribe; and Wittekleibosch for Matomela tribe. Additionally, the Fingo Reserve was granted to the Clarkson Moravian station for use by the Mfengu people and other Indigenous people of colour. The Clarkson Missionary Station was a predominantly Dutch-speaking 'coloured' community, in 1903, and the Xhosa-speaking Mfengu folks lived in the surrounding reserves of Tsitsikamma.

The advent of the 1913 Natives Land Act effected the following changes in the Tsitsikamma district:

The Governor-General who wielded the constitutional authority, according to the 1927 Natives Administration Act, to define boundaries of any tribe and to also relocate any tribe, removed the Mfengu people and Moravians as owners of the Clarkson and Charlottenburg properties. The Governor-General relocated more than five hundred Mfengu people from the fertile land of Tsitsikamma to Elukhanyweni in the Keiskammahoek reserve, west of Humansdorp, in December 1977. However, the state allowed the Clarkson coloured community to remain in Tsitsikamma.

The Tsitsikamma Exiles' Association (TEA) convened a convention in Keiskammahoek, in April 1991, whose aim was to unite the exiled Tsitsikamma Mfengu people. Archbishop Desmond Tutu was a central figure in helping TEA submit a communal land claim to the Ministry of Land Affairs and President FW de Klerk. Subsequently, successive events followed thereafter: first, in July 1991, a TEA delegation met with de Klerk to demand the annulment of both the 1913 Natives Land Act and the 1936 Development Trust Land Act, and the right to retrieve Mfengu land; second, two conventions were held in September 1993 and February 1994, where TEA established the Tsitsikamma Development Trust (TDT), which was officially registered on March 25th, 1994. The functions of TDT were to hold ownership of the returned land; conclude the Deed of Settlement; and administer assets of the Mfengu community.

The Tsitsikamma Mfengu community, allowed to endorse decisions of the TDT trustees, are known as the specified beneficiaries. The specified beneficiaries were divided into three categories, according to the Legal Resource Centre (LRC): firstly, the existing members of the Tsitsikamma Exiles' Association (TEA) who were part of the community that had lost land, are the primary beneficiaries; secondly, the secondary beneficiaries are dispossessed persons who could be included, at the discretion of the trustees, as members; lastly, any other disadvantaged persons who, at the discretion of the trustees, could be included as members, are regarded as tertiary beneficiaries.

Government-funded commercial dairy farming operations and the continuous development of agricultural land formed part of the land settlement agreement. However, the work of the Tsitsikamma Development Trust had its own missteps, one of which was offering long-term leases to the same white farmers from whom the land was expropriated. The misstep gave rise to the Umanyano Lwana Tsitsikamma, a group of dissatisfied primary beneficiaries. The beneficiaries' lament was that a majority of returning Mfengu descendants live in poverty; yet white farmers live on land which was returned to the Mfengu people.

Moreover, TEA mobilised the Mfengu community to negotiate with the Moravian Church for the land it occupied in the Clarkson Mission Station. TEA rightfully postulated that the Moravians were merely retaining the land, on behalf of and in trust for the Mfengu people. Thus, the church had a

moral obligation to restitute the land to its original owners. In 1991, the church welcomed 50 Mfengu families back to Clarkson; and further developed, in 1993, Silvertown – a housing development that would be availed to previously disadvantaged black South Africans. The land was officially returned to the Mfengu people, through TDT, in 1994.

The Clarkson Communal Property Trust (CCPT) was organised in August 1996, and the Moravians prepared 99-year leases in February 1997. Although, qualifying members were preferably residents of Clarkson Mission Station, there was an open qualification which encompassed all previously disadvantaged South Africans. The Kokamma municipality transferred more residential sites, by authorisation of the Moravians, to individuals in April 2002.

The post-colonial era has developed a more inclusive community in Clarkson, which has replaced the exclusive exile community that mobilised the land return in 1991. Current Clarkson residents are calling for the abolition of the Clarkson Communal Property Trust (CCPT) and the introduction of individual title deeds for all houses.

3.3.3 Denominational land reform projects of the 1990s:

Modise and Mtshiselwa (2013) indicate that the religious community in collaboration with both the non-governmental organisations (NGOs) and the state, embarked on land reform projects in the 1990s. The intention of the land reform project was to scrutinize land owned by various denominations, with the aim to redistribute the land to the rightful inhabitants. The results of the projects were as stated below:

First, the Church of the Province of Southern-Africa (CPSA) convened a summit, in 2002, which was facilitated by the Church Land Program. The CPSA investigated the extent of its land ownership, and designated bishop Rubin Philip of the diocese of Natal as “liaison bishop for land in the CPSA.” Second, the Methodist Church of Southern Africa, in 2004, commissioned the Community Organisation Resource Centre to audit its land in Kwa-Zulu Natal and Eastern-Cape, with the aim to redress.

The Moravians signed the Genadendal Accord with the Minister of Land Affairs, to improve tenure rights of people on its land. Furthermore, the Evangelical Lutheran Church intended to redistribute farmland on most of its seventeen mission farms; including substantial portions of the original Hermannsburg mission, established at Kranskop (Kwa-Zulu Natal), in 1854. Unfortunately, even after the synod requested that the Dutch Reformed Church (DRC) audits their land ownership across South-Africa; the church remained adamant that their ownership of land was not enough to make a significant contribution to land reform.

Lephoto (2020:1-8) submits the following regarding the contribution of the Roman Catholic Church to land reform, between 1994 and 2014, in the post-apartheid South Africa: The South African Catholic Bishop's Conference (SACBC) established a Land Desk Office which was responsible for the audit process of Catholic Church-owned land, between 1990 and 1995. The SACBC agreed that each diocese was expected to submit the final report on land audits in 2004. The inventory results revealed that, an overwhelming majority of Catholic properties are less than 1 hectare in size and are used primarily for local parish buildings. However, there were 48 properties which were larger than 100 hectares, that the SACBC considered for land restitution.

The Diocese of Mariannhill (DOM) developed a land redistribution and agricultural support programme, through which eight farms were availed for redistribution to various communities, using land reform processes of the government. Furthermore, the DOM instituted an agricultural support programme by using agricultural experts that were approved by a German based development funding agency, Misereor. The programme transferred approximately 3000 hectares of land which was owned by the DOM, to communities, and further enhanced the capacity and skills of the beneficiaries in agriculture and animal husbandry.

The dynamics that the Catholic Church faced in their participating in land reform, according to Lephoto (2020:7), are as detailed below:

First, church-owned properties are sometimes situated in areas that are under tribal chiefs, and they often function as the de facto owners of those properties. The SACBC-owned land in Witbank, for instance, is adjacent to land controlled by a traditional leader, who exercises de facto control over church-owned land. The resultant impasse becomes difficult to resolve.

Second, another dynamic that confirms the inter-relation between church-owned land and the broader land context was the role of government bodies and policies. State departments such as the Commission on the Restitution of Land Rights were under pressure to spend their budgets would approach the SACBC with offers to purchase church-owned land.

Third, the debilitating degree of policy incoherence between and given within government departments. The Diocese of Mariannhill, after investing much time, resources, and pressure, convinced the Department of Land Affairs (DLA) to allocate land reform grants to beneficiaries even though the land was a donation by the church to the community. The grants could be used as a development fund for the beneficiaries; however, the DLA is not forthcoming in approving such grants.

Fourth, premature sales of church-owned land due to the above-mentioned difficulty. The ongoing difficulties encountered in state departments prompted the sale of St. Joseph's in the Diocese of Dundee. The sale of church-owned land regresses land restitution, in that it is more difficult to eradicate poverty, effect development and social transformation.

Therefore, the plan for the audit report was not as successful as the SACBC expected, owing to the following factors: one, lack of competent co-operation from the state department. Two, lack of adequate skills development for the sustainable livelihood of affected community members. Lephoto (2020:8) emphasises that the commitment of decision-makers to the land restitution programme would be helpful for reform policies well executed.

The Catholic Church, after the final audit of 2004, decided to focus more on skills development of community members. The Catholic Community Service (CCS); Sekelwe Centre for Social Reflection; Justice and Peace; Mariannhill Land Desk; and German-based Misereor, are church organisations that facilitate the skills development trainings to communities around which the church exists.

Oetting farm, in Kwa-Zulu Natal, uses approximately 130 hectares of land as a residential settlement for the community. The Oetting farm community receives training in permaculture, from the church. The facilitation of the training focuses on listing the food types they consumed and where they sourced them.

Subsequently, the discussion pointed the trainees into identifying food types they could produce for themselves. The training, according to Mariannhill Land Desk (2016), was 30% theory and 70% practical.

3.3.4 Conclusion:

Lephoto (2020:8) therefore makes the following observations and recommendation:

Lephoto laments that the majority of land reform beneficiaries have not been able to meaningfully use their land because of the inadequate post-settlement support provided by the state. The poor infrastructure on farms and group tensions are amongst the challenges that land reform beneficiaries are confronted by. Resultantly, the beneficiaries are stifled from using the land effectively.

Additionally, Lephoto further enunciates that lack of planning, and the lack of post settlement support are weakening the Land Reform Programme of South Africa. Therefore, he recommends

that the state considers the strategy of providing post-settlement support, and involving the church, as a religious sector, in the post-settlement stage of land reform.

Tsele and Butler (1999:42-45) further make the following assertions regarding church-owned land:

First, they point out that unless churches honestly examine their own complicity in the displacement of the Indigenous from their own land, as well as the need to redistribute the land in question to the rightful owners; these churches compromise their own credibility, insofar as, taking a public stand for land reform is concerned.

Second, they both contend that although returning the land is preferable, the objective of land redistribution should not be about merely resolving legal disputes of title ownership, but to help create a sustainable livelihood, for the Indigenous, from the land restored. Therefore, the more effective course of action is to ensure that after redistributing the land, the socio-economic status of the people to whom land has been returned improves.

Philpott and Zondi (1998) emphasize the importance of churches auditing landed properties under their ownership, they suggest two levels at which the audit may be conducted: the first is that of an inventory of all church properties, detailing how much land is owned by each denomination and the location of each property. The second level identifies larger properties from the inventory and provides details about the community within which the land is located, such as: (1) demographics of the community, i.e., population, their socio-economic status, details of the marginalized groups. (2) The present and potential effective and sustainable use of the land. (3) The available human, material, and financial resources.

Furthermore, Philpott and Zondi (1998) enunciate two principal factors: firstly, the land audits should be initiated and owned by churches themselves. Secondly, the proposed land audit should lead all church organisations towards a revision of their policies on land use and ownership, to accommodate previously disadvantaged groups. Additionally, these land policies ought to be developed in consultation with the communities residing on denominational land.

3.4 The Green Paper on Rural Development and Land Reform of 2011:

> *[17] But if anyone has the world's goods and sees his brother in need, yet closes his heart against him, how does God's love abide in him? – 1 John 3:17*

[13] For I do not mean that others should be eased and you burdened, but that as a matter of fairness [14] your abundance at the present time should supply their need, so that their abundance may supply your need, that there may be fairness. – 2 Cor. 8:13, 14

The following ethical principles on property management can be derived from the above scriptural texts (Vorster, 2007:48, 55, 56): property management should be executed in a manner that has the unity and the well-being of both the previously disadvantaged and the white minority as its governing principle. The execution of property management ought to be equitable at all times.

Secondly, land ownership should not be administered in such a way that some parts of the community are enriched, while the rest are impoverished. Thirdly, he notes that the democratic South African government has been engaged in orderly land reform programs, whose aim is to redress the inequalities caused by the apartheid system. Furthermore, he asserts that access to land is meaningless if the state and financial institutions do not assist the dispossessed, financially, to acquire land.

Bester (2011:51-53) enunciates the following concerning the Green Paper:

Firstly, the Green Paper was approved on August 11th, 2011; although, Rudman (2012:422) contends that the Green Paper was published on August 31st, 2011, by the Department of Rural Development and Land Reform, to set in motion a consultation process on the contents of the Green Paper nationwide. Contrarily, Erlank (2014:614) places the date of the Green Paper's publishing to have been on September 16th, 2011, and that it represents the latest development in a long history of land reform in South Africa.

Secondly, the Paper presents a new framework for land reform, which is a four-tiered system of land tenure, whose intention is to ensure that previously disadvantaged people have reasonable access to land with secure rights.

Thirdly, the aim of the Green Paper is to fulfil basic needs of housing and productive livelihood, for the Indigenous. Additionally, Rudman (2012:422) alludes that the main objective of the Paper is to set in motion a new trajectory for land reform and set proposals in an attempt to break from the past without significantly disrupting agricultural production and food security; and avoid redistributions that do not generate livelihoods, employment, and income.

Fourthly, the key aspect is that the Paper proposes a recapitalisation and development programme to ensure that all land reform farms are 100% productive. Fifthly, the four-tier tenure system proposed by the Green Paper is as follows: (1) State and public land on leasehold; (2) privately owned land on freehold with limited extent; (3) foreign ownership on freehold but with

precarious tenure; (4) communally owned land on communal tenure. The current section, however, shall specifically focus on the fourth tier mentioned above:

3.4.1 Land Tenure:

Bester (2011:57-58) states the following concerning land tenure as an aspect of the Green Paper: Land tenure, as mentioned in the Constitution, indicates that individuals or communities whose tenure is legally insecure because of past racially discriminatory laws/practices are entitled to own tenure which is legally secure. Therefore, it is upon this background that the Green Paper advocates for equal opportunities of land ownership in South Africa, especially to persons who previously could not own land.

Ngcukaitobi (2021:133) further points out that Professor Henry Louis Gates Jr. of Harvard University observed, in 2007, that property to African Americans was not only a symbol of prosperity and security but building a property-owning class was key to ending racial inequality as well. Additionally, ending discrimination by itself will not eradicate black poverty and dysfunction.

Therefore, Professor Gates (2007) proposes that there is need for an intervention to promulgate a middle-class ethic of success; and this intervention for him should be to give property to the people who had once been defined as property. However, opening the market of land ownership to the previously disadvantaged may not be enough, because indigenous do not have enough resources to afford land purchases.

Ngcukaitobi (2021:137) believes that South Africa's land tenure is deliberately made complex and multi-layered. Land policy was not constant during the periods of colonial and apartheid rule. The British permitted freehold rights over land to Africans; whereas the apartheid government prohibited Africans to hold land in their own names, instead land would be given to white missionary societies. Ngcukaitobi (2021:138-144) discusses the South African land reform under three elements as follows: freehold, leasehold, and sectional title.

3.4.1.1 Freehold:

The Deeds Registries Act of 1937 is one of the few surviving laws from the Union of South Africa era, which created registry offices in the exclusive white areas of Cape Town, King William's Town, Kimberley, Vryburg, Pietermaritzburg, Pretoria, and Bloemfontein.

The primary function of the registrar, according to the Act, is to facilitate the transfer of land rights as follows: 'the ownership of land may be conveyed from one person to another only by means

of a deed of transfer executed or attested by the registrar'. The legal effect of freehold is to have perpetual and exclusive rights to that land without any limitations on its use.

The negative elements of freehold rights pointed out by Ngcukaitobi (2021:139) are stated below:

Firstly, freehold rights are absolute in excluding anyone whose name is not reflected on the transfer deed. The exclusion problem arises in cases of marriage, where the property is only registered in the name of one spouse; it is further seen in cases of a family setting, when the property is registered in the name of one sibling to the exclusion of others; and even where land is land communally under the authority of the tribal king/chief, freehold riots would grant the leader ownership rights. The consequence thereto may result in the unilateral eviction of residents from their properties.

Secondly, freehold rights, in the context of land reform, perpetuate racial and gender inequalities inherited from apartheid. Additionally, freehold as a form of tenure secures those who are already secure. Therefore, Ngcukaitobi (2021:140) calls for the revision of the 1937 Deeds Registries Act.

3.4.1.2 Leasehold:

Leasehold, in South Africa, is associated with the formal property sector, access to legal infrastructure, and robust financial systems. However, alongside formal leasehold is an active informal property market. The informal property market uses leasehold as a primary mode of transacting and granting people access to homes. The quality of the houses is typically poor, due to the limited access to money and the minimally enforced legal regulation by the state.

The emergence of informal the housing sector was a combination of the absence of houses in urban areas, and the laws that prohibited Africans from exercising any meaningful tenure. The informal sector is characterised by structural poverty and chaotic legal rules. Surprisingly, the formal urban residential market has a strong commercial base and is supported by clear legal institutions.

The Reconstruction and Development Programme (RDP) was introduced by the government in 1994. Although the aim of the programme was to eradicate the informal housing sector, the advent of RDP houses intensified the growth of the informal housing sector. Resultantly, a new RDP-house economy has developed wherein recipients of the RDP houses lease the houses out for tenancy.

Therefore, Ngcukaitobi (2021:142) advances the following recommendations: First, he stresses the need to regulate the informal housing sector; and further advocates that the state should avail

more land in urban areas for human settlement. Second, rights of occupation should be clearly defined, in legislation, to protect the tenure of the occupants. The response of the government to communities residing on illegally occupied land, should not always be the eviction of illegal occupants; but finding justice-based solutions to the land-shortage crisis.

Third, regarding the leasing out and resale of RDP houses, Ngcukaitobi (2021:142) further urges the state to enforce the legal which prohibits the sale of RDP houses for a period of seven years. The reason thereto is that the intention behind the building of these houses is to provide a social housing scheme.

Fourth, reforming the rules of the informal housing sector should include protecting the interest of the vulnerable groups, particularly foreign nationals. The unscrupulous landlords, in the informal housing sector, exploit the foreign nationals who are unable to obtain housing using their own resources. Fifth, fulfilling the constitutional mandate of giving tenure to people who were previously denied it on discriminatory grounds, requires for the formalisation of the informal housing sector. Finally, the priority should be making more land available; protecting the most vulnerable to exploitation and thus enabling them to seek economic advancement.

3.4.1.3 Sectional title:

The Sectional Titles Act of 1986, whose primary purpose is to regulate the division of buildings into sections and common property; the Act further facilitates the acquisition of separate ownership in the sections, as well as the joint ownership of common property.

Sectional titles are often applicable in blocks of apartments, where each apartment is separately owned, but the whole block is jointly owned. Sectional titles, in a residential block, are a joint responsibility. The committee usually responsible for the management of the residential complex is known as the body corporate. The owners are jointly responsible for designing rules by which they would all abide regulating the use of shared areas. However, communal areas are not always used by owners, household service providers such as gardeners and cleaners, use the spaces as well.

Sectional title owners, according to the Act, are under no obligation to consult the household service providers who usually occupy attachments to the main apartment, when new rules are implemented. Ngcukaitobi (2021:144) suggests, therefore, that the law on sectional titles ought to be transformed to be fair towards people who depend on their employment for tenure security.

Rudman (2012:418, 424) identifies two points of departure in her reflections of the Green Paper on Land Reform, namely: first, she points out how problematic the narrow interpretation of section

25 of the Constitution is; second, she questions the underlying idea of the Green Paper, which is the nationalization of land as an asset.

3.4.2 Section 25, South African Constitution:

Rudman (2012:418) quotes Ntsebeza to have made the following statement:

> *There is a fundamental contradiction in the South African constitution's commitment to fundamental land redistribution to the dispossessed while at the same time protecting existing property rights. The two... cannot happen at the same time.*

The willing-buyer willing-seller principle poses two difficulties regarding expropriation: one, the calculation of compensation for land expropriation, intended for public purposes, has made large scale land redistribution impossible, due to the limited state resources. Two, the state has not sufficiently explored nor utilised expropriation with less compensation than of the market value, and land deprivation without compensation, for socioeconomic purposes.

Rudman (2012:419) further recommends the necessity of developing policy and legislation, built on alternative and wide interpretations of sections 8, 25, 36, and 39 of the South African constitution, which would enable the government to exit the deadlock it currently finds itself in. Furthermore, Rudman emphasises that it is not necessary to bypass the constitution by totally nationalizing all land to achieve successful redistribution of agricultural land. The state faces a major dilemma of how to redesign land reform, to break from the colonial/apartheid past radically and rapidly, without significantly disrupting agricultural production and food security. The state ought to innovatively device a strategy which does not violate the constitution.

Rudman further observes the inconsistencies and discrepancies within the policy statement of the Green Paper. She mentions that the government is considering two options to reach their 2014 target of redistributing 30% of white owned farmlands, namely: one, the formulation of new policy and revising the constitution. However, the state is reluctant to alter the constitution because this may face resistance from civil society; and investors, both local and foreign could be less likely to invest in the South African market. Two, redefining the power of the government over land through the concept of sovereignty.

The compromise reached by the ANC and the NP regarding property during the negotiations, leading up to the development of the interim constitution, ought to be the convergence point in the development of meaningful agrarian land reform in the post-apartheid South Africa. Section 28 of the interim constitution, the predecessor to section 25 of the 1996 constitution, represents a concession between ANC and NP positions on land.

Consequently, there is a contradiction in the above-mentioned sections stemming from the constitutional protection of existing property rights on one end; while on the other end, there is a commitment to expropriate land "for public purpose" to undertake agrarian reform. Therefore, Rudman (2012:421) advocates that the property clause ought to be read and understood in the spirit with which it was founded, the spirit of compromise. The courts should not be overzealous to protect property rights because substantial land reform depends on land expropriation.

3.4.3 The Nationalisation of all Productive Land:

The second point of departure for Rudman (2012:424) is found in the preamble of the Green Paper, which reads:

> *National sovereignty is defined in terms of land. Even without it being enshrined in the country's… constitution, land is a national asset. This is where the debate about agrarian change, land reform and rural development should, appropriately, begin. Without this fundamental assumption, talk of effective land reform and food sovereignty and security is superfluous. All anti-colonial struggles are… about two things: repossession of land… and restoring the centrality of indigenous culture.*

The above statement, according to Rudman (2012:424), complicates the ambivalent compromise struck between the ANC and NP at the advent of the interim constitution, which envisaged a transformation of land distribution but never at the cost of unconstitutional infringements of the protection of private ownership. Rudman further indicates that the reasons why the state has not made considerable progress on land redistribution is because of corruption and the breaking down of the system.

The Paper's preamble could be an indication that the government intends to use the concepts of sovereignty and colonialism to construe a new baseline that would allow it to regard all land as an asset already belonging to the state.

The "national asset" statement should be understood in the context of the discussions that took place prior to the Green Paper being made official. The Minister of the Department of Rural Development and Land Reform suggested, in the first draft proposal which was published in 2010, that all productive land should be turned into a national asset by amending the constitution and that the land should then be leased back to the farmers. The second option the state considered was to retain the current freehold tenure system but impose a ceiling on the number and size of landholdings owned by individual farmers.

Furthermore, instead of the cumbersome process of amending section 25 of the constitution, using the procedure spelt out in section 74; and the possibility of differing views from other political parties and civil society, the state is moving towards circumventing the constitution by

reinterpreting the concept of sovereignty. However, it is a misconception to regard national sovereignty as defined by the possession of land rather than the authority over territory.

Rudman (2012:426-430) presents two perspectives from which national sovereignty ought to be understood: (1) equal sovereignty of all states – international/external perspective; (2) and national sovereignty from a national (internal) perspective. She explains the two concepts as follows:

The concept of national authority, as it is understood internationally, differs from the way it is presented in the preamble of the Green Paper. The Green Paper promulgates national sovereignty as it was understood in the Medieval period, wherein the European ruler of the land was the owner who would allocate land to whomever they would see fit.

However, equal sovereignty of all states, in modern international law, refers to the ability of governments to exercise unilateral control over their policy instruments and the issues that are important to them; and to operate without outside influence in their internal affairs.

Furthermore, national sovereignty from an internal viewpoint allows the state to express authority over its territory and govern within its jurisdiction, but only as far as the constitution allows; and without confusing the above-stated authority with actual ownership of the land.

Therefore, the state has the power to act within its land, but in the case of a democratic state like South Africa, section 25 of the constitution dictates limitations to the state on the authority they possess.

Thus, it is an unconstitutional exercise for the Green Paper to advocate that national sovereignty should be defined in terms of land being regarded as a national asset, to the extent that it would circumvent section 25.

The Green Paper has left us with two main questions: Firstly, whether the national sovereignty is really defined in land; and secondly, whether this gives the state the right to regard land as an asset of the state even though the constitution may contradict this?

The relevant challenges at hand are whether the agrarian reform of South Africa is an anti-colonial struggle; and if so, does the oppressive colonial history of South Africa legitimise the post-apartheid government to disregard the constitution in their pursuit of agrarian reform and the nationalisation of land as preamble in the Green Paper?

Rudman (2012:430, 431) postulates the following responses: First, she mentions that it would have been more helpful for the Green Paper to rephrase the problem from being a “colonial

struggle" to being a struggle against the inequalities in land possession as created during colonialism and apartheid regimes. Secondly, she states that it would have been further useful if the Paper had related to the current problems and policy weaknesses, which need to be combated to make the agrarian reform successful in South Africa.

25th August 2011, the Department of Rural Development and Land Reform identified the following weaknesses as contributing factors to the failure of the current policy:

- Land acquisition strategy, i.e., willing-buyer willing-seller
- Fragmented beneficiary support
- Beneficiary selection for land redistribution
- Land administration/governance in communal areas
- Meeting the 30% redistribution target by 2014
- Declining agricultural contribution to the GDP
- Unrelenting increase in rural unemployment
- Problematic restitution model and its communal property institutions and management

The same presentation also pointed out the core principles with the new trajectory of agrarian reform, as stated in the Green Paper, namely:

- De-racialisation of the rural economy
- Democratic and equitable land allocation and use across gender, race, and class.
- Strict production discipline for guaranteed national food security.

Rudman (2012:435-437) proposes the following as workable solutions to the current minimal progress that the ANC-led government has made:

Firstly, land expropriation with compensation that is less than the market value of the property. Second, deprivation of property for redistribution purposes. However, the state would need to establish a constitutional way of executing the land deprivation non-arbitrarily.

Courts could consider the extent of deprivation and evaluate it in the light of the purpose of the legislation that necessitates deprivation, to determine whether there is sufficient reason for the deprivation.

Additionally, she submits that under some circumstances, deprivation of property for purposes that would enhance the fundamental principles of equality, freedom, and dignity as enshrined in section 39 of the constitution as cornerstones of South Africa's democracy could fit within the ambit of the wide interpretation, which in her opinion could be one way the courts could execute deprivation non-arbitrarily.

Consequently, there is need for new constructive policy and legislation that focuses on the redistribution and socio-economic values of property (Rudman, 2012:436). Finally, Rudman (2012:437) believes that the answer to the present-day land crisis we find ourselves in, is a comprehensive and nuanced reanalysis of the deprivation and expropriation clauses in section 25 of the constitution; as well as combating corruption and mismanagement of current redistribution schemes. The underfunding that the Department of Rural Development and Land Reform is currently facing needs to be remedied.

3.5 Chapter summary:

Chapter three has outlined three Christian-ethical principles, which will be used to best evaluate the relevance and necessity of Sedcom Inc. in the democratic South Africa. The first principle, land redemption method, advocates for the following: the land that is sold to a particular buyer should be redeemable, either when the seller has accumulated means to repurchase the land; or when a relative redeemer repays the buyer on behalf of the seller. Second, the seller would have to wait fifty years for the year of jubilee, to reclaim their family land without compensation.

The second principle, denominational land scrutiny, promulgates for the following: first, the study establishes that church missionary societies received land from the state, which was dispossessed from the indigenous people. Therefore, the democratic government is making a call for a total audit of church-owned land, with an intention of involving the church in the land reform programme of returning the land to its rightful owners. Furthermore, the religious sector is encouraged to participate in the skills development of communities to which the land has been redistributed. The objective of training the community members, is to help them create a sustainable livelihood from the land restored.

The third principle, land reform, calls for the need to abolish the 1937 Deed Registries Act which perpetuates and secures land ownership to the minority and hampers the success of land reform.

Additionally, the government would need to establish a constitutional way of implementing land deprivation non-arbitrarily.

Chapter four shall provide a detailed history of the origins of Sedcom Incorporated and how it functions.

CHAPTER 4 THE HISTORY AND CONTENT OF SEDCOM INCORPORATED

4.1 Introduction:

The previous chapter has established the Christian-ethical principles that the study has used, to evaluate the relevance of Sedcom Incorporated in the democratic South Africa. Chapter four shall explain how Sedcom functions, so that the reader understands the ethical anomalies practised by Sedcom which chapter five will discuss.

The inaugural business session of the African Division, held on January 21st, 1921, resolved to establish a stock company called the Seventh-day Adventist Community of Africa Incorporated (Thompson, 1977:3; Du Preez 2010:330). The Sedcom Articles of Association mentions the following important points: first, the initial capital of the association was £1000 which was divided into twenty thousand shares of one shilling each; second, on June 27th, 1921, the first Sedcom Council consisted of nine pastors and administrators, whose combined shares accumulates to 50% ownership, namely:

Table 4-1: Shareholders (Annexure):

Name	Address	Position	No. of Shares in percentage
George Carloss Jenks	Markham Rd, Claremont	Missionary	5%
Benjamin Ernest Beddoe	Rosmead Avenue, Kenilworth	Vice-President	5%
John William MacNeil	56 Roeland str, Cape Town	Pastor	10%
Homer Cleveland Olmstead	Oaklands, Johannesburg	Pastor	5%
Johann Josef Birkenstock	Stranack str, Pietermaritzburg	Pastor	5%
Walter Edward Straw	Rosmead Avenue, Kenilworth	Pastor	5%
Dores Eugene Robinson	Rosmead Avenue, Kenilworth	Editor	5%
William Henry Branson	Grove Ave, Claremont, Cape	President	5%
William Bazett Commin	Rosmead Avenue, Kenilworth	Accountant	5%

Third, Sedcom was incorporated, on July 19th, 1921, under the provisions of the companies act of 1892 by William de Neufville Lucas, the then Registrar of Deeds in Cape Town. Fourth, the company altered its name twice, in compliance with the revisions of the Companies Act 61 of 1973 and Act 71 of 2008: on May 27th, 1983, the name became Sedcom Incorporated Association;

and in 2008, the designation changed to Sedcom Non-Profit Company. Fifth, the principal office of the association is located at 110 Selborne Avenue, Bloemfontein.

4.2 The Objectives of Sedcom:

The company has thirty-six objectives that are listed in the memorandum of association. The study has, however, clustered these objectives into two main sections: fourteen of the objectives point out the aims of Sedcom; while the remaining twenty-two, enlists the functions and authority of the Sedcom council.

4.2.1 Aims of Sedcom:

The first section, which enunciates the aims of Sedcom, has three sub-sections as shall be mentioned below:

4.2.1.1 Education:

Insofar as education is concerned, the objectives mention the following three points: first, the association aims to improve moral and religious education throughout Africa and the adjacent islands. Second, the promotion of religious education shall be carried out in accordance with the SDA Church doctrines and principles. Third, Sedcom aims to promote measures that advance religious instruction and education. Furthermore, the association commits itself to co-operation with local authorities, in their pursuit of religious education.

4.2.1.2 Literature:

The association, under this section, enunciates that they aim to print and distribute publications that are in harmony with their objectives. Additionally, Sedcom is at liberty to use whatever instrumentalities and methods that are available and appropriate, to advance the aims thereof.

4.2.1.3 Institutions:

The central purpose of Sedcom, from its inception, has always been to establish organisations such as churches, schools, publishing houses, and medical institutions. Moreover, the association inaugurates and equips missions and missionary agents; as well as supports and improves the qualifications of all its institutions. The building of libraries is also among the aims of Sedcom.

4.2.2 Administration:

The second section of Sedcom's objectives subdivides into three sections: governance; landed property and estates; and employees and finances. The Sedcom memorandum of association bestows the following functions and authority to the council:

4.2.2.1 Governance:

The council has the authority to act as follows: first, to form local committees that manage Sedcom-owned institutions; and to determine the functions and powers of those local committees. Second, to determine the constitution, rights, privileges, and duties of its institutions. Third, the council has the competency to modify and/or dissolve any of its institutions.

Forth, the council wields the power to accept affiliations from associations whose objectives are similar to those of Sedcom, especially associations that do not pay their members dividends. Finally, the memorandum bestows the council the right to act lawfully in all incidental or conducive pursuits of all its objectives.

4.2.2.2 Landed property and estates:

The memorandum of association entrusts the following responsibilities to Sedcom:

First, the responsibility to acquire, hold, and secure title to landed property; second, to deal with real and personal assets throughout Africa and the adjacent islands; third, to acquire and take over estates that are suitable for the requirements of the association; fourth, to obtain control of, and utilise, on trust, every real and personal assets convenient for Sedcom, in the Cape Conference and all the other Conferences, Union Missions, and Union Conferences in South Africa.

Moreover, the Sedcom council possesses the power to sell assets of the association. Resultantly, they have the authority to let and/or sub-let; mortgage and/or resell; as well to dispose of any of its land, buildings, and other property. The council reserves the right to support or oppose legislative measures that affect Sedcom directly and indirectly. Additionally, the council has the authority to implement Acts of Parliament and/or Ordinances of Provincial Council for the incorporation, extension, and dissolution of the association, provided the Acts are aligned to Sedcom's objectives.

4.2.2.3 Employees and finances

Insofar as finances and employees are concerned, the memorandum enunciates the following points as the responsibility of the Sedcom council:

- Receive and administer loans, gifts, and deposits of money.
- Make advances with/without securities to individuals/institutions acting under, and in co-operation with Sedcom.
- Obtain subscriptions and donations from persons and/or companies desirous to support Sedcom.
- Grant pensions and annuities to all Sedcom employees.
- Invest Sedcom moneys that are not immediately required, as may be determined by the council.

4.3 The Sedcom Council:

The provisions of the Article of Association indicate the following important factors about the Sedcom Council:

4.3.1 Elections:

The council shall be elected biennially in the Sedcom general meeting. The council candidates shall be elected in accordance with the bylaws and regulations that are determined by Sedcom.

4.3.2 Council Members:

The Sedcom Council shall consist of a president, one or more vice-president(s), and no less than seven other councillors. The first council comprised of the following:

Table 4-2: Council Members

Portfolio	Council Member
President	William H. Branson
Vice-President	Benjamin E. Beddoe
Councillors	William B. Commin Walter F. Straw George C. Jenks U. Bender (first name not known) John W. MacNeil Dores E. Robinson Homer C. Olmstead

4.3.3 The responsibilities of the Council:

The Council reserves superintendence and control of Sedcom affairs. Additionally, the council has the following special powers and duties:

Superintendence and control of the funds and property of Sedcom.

Itemising, in general meetings, matters that the council considers important and those that affect the objectives of Sedcom.

Making, altering, and annulment of bylaws subject to the approval of the association members who are either present in person or represented by proxy. The bylaws that are made or annulled must be consistent with the rules and regulations of Sedcom and the government.

Directing the completion of any contract for the purchase, sale, hire, lease, and mortgage of any movable and immovable property for and on behalf of Sedcom.

Appointing among themselves a secretary, treasurer, and other officials of Sedcom; and further determine their respective functions and remuneration.

Appointing sub-committees and delegate their powers to such sub-committees.

4.3.4 Sedcom membership:

The Sedcom memorandum of incorporation alludes the following regarding the members of the company: persons and/or companies that are eligible for admission are only those approved of by Sedcom, in a general meeting – provided the majority of subscribed members are present, in that duly convened meeting. Persons and/or companies that desire to remain as subscribed

members, must have made payment/donation to the Sedcom fund, whose exact amount shall be determined by the board.

The purpose for which members are subjected to pay levies is to enable Sedcom to pay all its incurred and anticipated expenses. The amounts which are payable by members, by way of levies, shall be a debt owed by members to the Association. The levies which are paid by Sedcom members shall not be reimbursed once the said members cease to be members of the Association. However, persons whose membership ceases shall not be expected to continue paying these levies to Sedcom.

Furthermore, the Sedcom articles of association make the following pronouncements on membership: Sedcom members may consist of the office bearers thereof and of persons comprising the several executives and/or other committees that are appointed and/or recognised by conferences, missions, or institutions of the SDA church in Africa and the adjacent islands thereto. Secondly, members are entitled to have one's own name entered in the register of members. Thirdly, the majority of subscribed members present at a duly convened meeting, have the voting right to elect a candidate to become a shareholder.

Additionally, whenever a subscribed member dies, becomes insolvent, or ceases to be a member of the Sedcom Committee or an institution associated with Sedcom, the shares that are registered in the person's name shall be controlled by the council. The Council shall subsequently transfer and register them in the name of another qualified person.

4.3.4.1 Resignation and/or suspension from membership:

The memorandum of incorporation enlists three factors that necessitate resignation or suspension from membership, these are: First, members who voluntarily resign must submit a written notice to the Sedcom secretary. Second, subscribed members whose conduct is considered detrimental to the interests of Sedcom, by the council, shall by 75% vote be suspended from membership. Third, members who die while serving as Sedcom members, shall be declared insolvent and their membership ceased.

4.3.4.2 Members' right to information:

The members of Sedcom, as prescribed by the memorandum of incorporation, reserve the right to information, the inspection thereof, and to make copies of the following, at their own cost:

- Sedcom's memorandum of incorporation, all its amendments and alterations thereof.

- The company's record of its directors.
- Reports presented at the Sedcom Annual General Meeting (AGM). The right to request for such is limited to seven years from the time of the meeting.
- Annual financial statements, for seven years after the date upon which the particular statements were issued. The Sedcom accounts are to be examined at least once in every year by qualified auditors, as per the dictates of the memorandum of association.
- Accounting records, for the current financial year and the preceding seven years. Furthermore, the memorandum of association expects Sedcom to keep true accounts of money received and spent by the association. Additionally, members have the right to inspect the properties, credits, and liabilities of Sedcom – provided reasonable notice for such is given and that the inspection conforms to Sedcom standards.
- Notice and minutes of all meetings, including all resolutions that are adopted and any document the association avails to members, in relation to each adopted resolution.
- Copies of any written communication which the company sends to all its members, this right is limited to seven years after such communication was sent.
- Minutes of all meetings and resolutions directors committee or the audit committee, if there be any, for seven years after the date of each meeting.

4.3.5 Meetings:

The memorandum of Incorporation indicates that Sedcom has three types of meetings, namely: (1) The Sedcom Council/Board meeting; (2) subcommittee meeting; and (3) Annual General Meetings/Members' meeting.

4.3.5.1 Sedcom Council Meetings:

Council and subcommittee meetings shall be convened by notice sent to each member by the secretary. The notice shall state the principal business to be dealt with.

The president and one or more vice-presidents shall be elected at the first council meeting, each year.

The president or, in the case of a subcommittee, the chairperson thereof may convene an emergency council meeting; provided a requisition is signed by at least three council members.

The secretary should convene the emergency meeting within three days of receiving the requisition.

The president or failing him, a vice-president shall preside at each council meeting. The president shall further serve as an ex-officio member in all sub-committees; however, in his absence the vice-president shall serve in his stead. The chairperson of any subcommittee may either be the council president or one may be elected from the subcommittee members.

One-third of the council present, at any council meeting, shall constitute a quorum with power to act. However, for duly called subcommittee meetings, the quorum shall constitute of three members with power to act.

In the event of vacancies in the council either by death, resignation, disqualification, or permanent absence, the remaining council members may appoint persons to feel such vacancies until the next general meeting.

The minutes of each council and/or subcommittee meeting shall, in the absence of any fraud, be taken as conclusive evidence of the transactions recorded therein once the chairperson appends his/her signature.

4.3.5.2 The Annual General Meetings:

The Annual General Meeting (AGM), according to the Memorandum of Incorporation, shall be held once in each calendar year. However, the AGMs should not be more than fifteen months apart. The Association shall convene annual meetings during the month of November, or on such other date as the Council members may, from time to time, determine. The annual meetings are for purposes of:

- Transacting the business of the Association.
- Receiving the report or return of members elected to fill Council vacancies.
- Appointing an auditor or auditors and fixing the remunerations thereof.
- Receiving reports on transactions and accounts of the preceding year.
- Receiving accounts for the foregone year with the auditor's report thereon.
- Electing a new council.
- Discussing questions incidental to the Sedcom and its members.

The president shall preside as chairperson in all Sedcom meetings; the vice-president shall serve as chairperson, in the absence of the president. The chairperson shall be selected from Council members, should both the president and vice-president be absent.

The secretary shall give notice, not less than fourteen days previous to each general meeting. The notice ought to contain the date, place, and time of the meeting; and in the case of a special AGM, the secretary ought to communicate the purpose (agenda) of the meeting. However, the non-receipt of such notice by any member shall not invalidate the proceedings at any meeting.

The minutes of all general meetings shall be recorded in a book and signed by the chairperson of each meeting within fourteen days after each AGM. The signed minutes are binding to all Sedcom members, insofar as matters that were discussed are concerned.

The Council may convene a special general meeting, provided that at least fifteen Sedcom members sign and submit, to the Council, a requisition stating the purpose of the proposed meeting.

The special general meeting may, by resolution passed by vote of at least two-thirds of the members present in person, remove any member of the Council before the expiration of his/her period of office, and may appoint another member as replacement.

The quorum in all bi-annual or special general meeting shall be seven members, and no business shall be transacted unless the quorum is present. Furthermore, the meeting shall stand adjourned, for a week, if the quorum is not formed within thirty minutes after the appointed time.

4.3.5.3 Votes and proxy votes:

The number of votes, whether as a member or as proxy representing a member, shall be determined in one of two methods, namely: first, if the proxy is not a Sedcom member, one vote for every member the person represents shall be afforded to the proxy. Second, if the proxy is a member, then the person shall have one vote for each member they represent and one more vote in their capacity as member.

The method used for voting shall be by show of hands. However, a polled vote may be used if requested by either the chairperson or at least two persons having voting rights. However, the request for a poll shall not prevent the continuation of a meeting for the transaction of any other business.

4.3.6 Meeting resolutions:

The resolutions that are taken in duly convened regular meetings, shall require the approval of at least 50% of voting members.

Resolutions taken in special or emergency meetings shall require a minimum of 75% approval from voting members.

Members that abstain from voting when resolutions are passed, shall be deemed to have exercised no vote when the chairperson determines the number of votes.

The Memorandum of Incorporation prescribes the below stated methods, to undertake both the election of directors and the resolutions of Sedcom which would need to be approved outside a meeting setup:

> The Council submits, in writing, a proposed resolution to members entitled to vote. The proposed resolution shall then be voted on in writing by voting members, within twenty business days after the resolution was submitted to them. The resolution shall be adopted only when supported by the minimum required votes for ordinary and special resolutions, as mentioned in points 4.6.1 and 4.6.2 respectively.
>
> Additional to the method mentioned above, in some instances a resolution ought to be signed by all voting members for it to be valid and effectual as though it were adopted in a duly convened AGM.
>
> Therefore, within ten business days after adopting a resolution or conducting an election of directors, the council shall circulate communique announcing the outcomes.

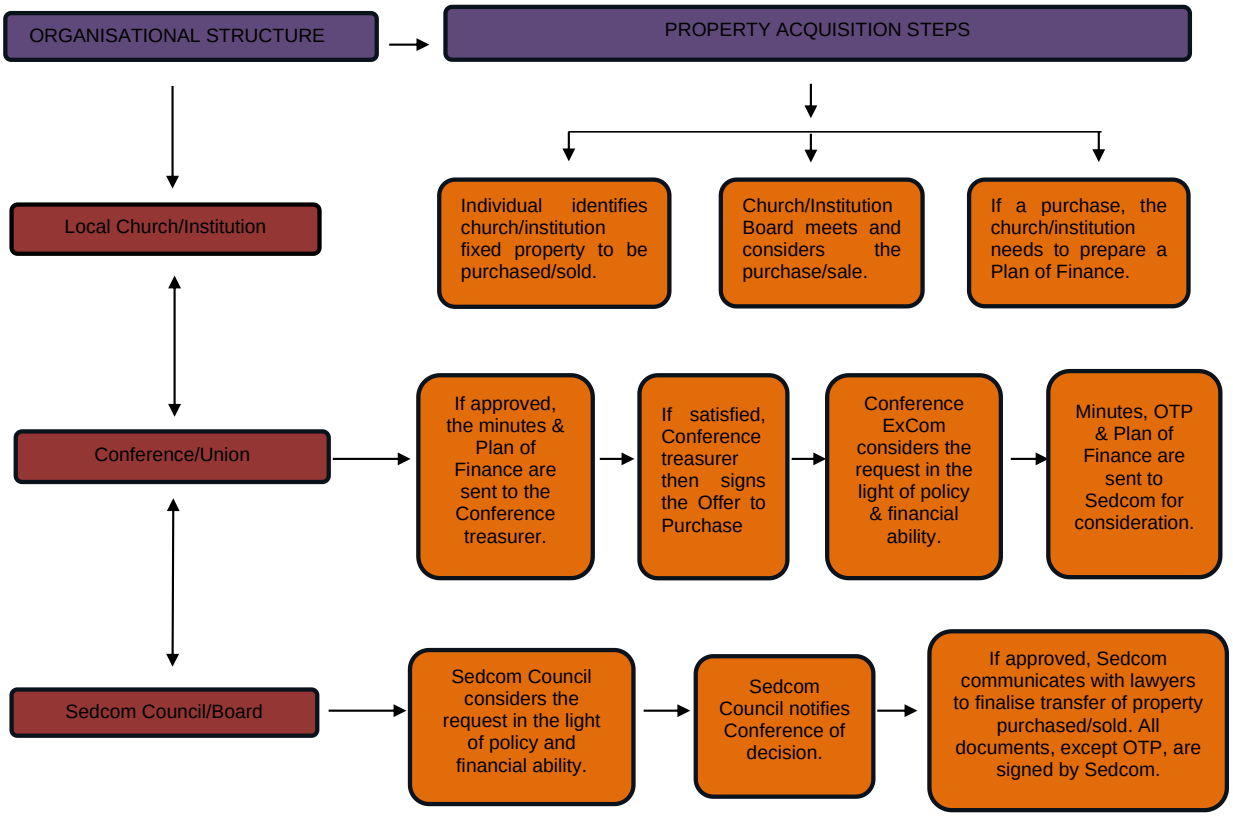
4.3.7 Fundamental transactions:

The Memorandum of Incorporation prohibits Sedcom from amalgamating, merging with, or converting to a profit company. The memorandum further proscribes the Association from disposing of any part of its assets, undertaking, or business to a profit company, other than for fair value. The proposal to dispose of all or the greater part of Sedcom’s assets or to amalgamate/merge with another non-profit company, must be submitted to voting members for approval.

4.4 Sedcom Fixed Property Acquisition Flow Chart:

The diagram below is a simplified version of the Sedcom fixed property acquisition flow chart (Annexure 15):

Figure 4-1: Sedcom fixed property acquisition



4.5 Sixth Regular Business Session of SAU:

The Southern-Africa Union Conference (SAU), on August 21st – 23rd, 2022, convened its sixth regular business session in Bloemfontein. Advocate Andrew Du Preez, the director of Sedcom, in his presentation at the Business Session, mentioned that there are six services that Sedcom carried out on behalf of the SDA Church, in the 2015-2022 term, these are:

4.5.1 Property registration and sales:

Sedcom, between the years 2015 to 2022, received a total of 46 properties that were registered under the association, whose value amounts to R 52 834 951. Additionally, a total of 23 properties were sold, valued at R 31 177 500. Consequently, the denominational property value increased by R 21 657 451. The property portfolio consists of churches, manses (pastors' houses), school

buildings, institutional buildings, Meals on Wheels and ADRA properties, retirement villages and administrative offices.

4.5.2 Denominational insurance:

Sedcom has an insurance department which covers property, funeral, fleet, travel, and general liability of the SDA Church in the SAU region. The following insurance entities were utilised to insure the organisation against risk:

- Bryte (Pty) Ltd for movable & immovable property and denominational cars.
- SAFRICAN for Group Funeral Fund
- SANTAM for stated benefits such as Group Accidental Death and Disability
- Adventist Risk Management (ARM) for general liability, short-term travel, youth and pathfinders, personal effect and baggage, volunteer and volunteer labour, executive risk and activities accident, and hospital liability cover.

The following claims statistics were recorded by Du Preez in his session report (Annexure 16):

Table 4-3: Claims statistics

INSURANCE	CLAIM VALUE
Fixed property and contents	R 10 663 049
Fleet	R 2 970 305
Stated benefits	R 3 902 162
Funeral	R 1 133 500

4.5.3 Management of loans, bequest, and gifts:

The Southern-Africa Union has mandated Sedcom to manage the SAU Special Assistance Car Loans, which is intended to assist qualifying employees to receive loans for purchasing or repairing vehicles. The association, during the term of 2015-2022, has loaned employees a total of R 25 705 535.

4.5.4 Trust services:

Sedcom has been delegated the responsibility of overseeing trust services within the SAU region. Trust services seeks to encourage members to support God’s work, financially and otherwise, by making such provision in their wills. Therefore, Sedcom aims to establish trust services

departments in all Conferences under SAU. However, the Northern-Conference of South Africa (NCSA) is the only Conference with a trust services department in the SAU region.

4.5.5 Legal services:

The association offers legal services which include legal advice pertaining to labour, contractual, and civil matters. The legal services also extend to complex and sensitive litigation against and by the church. Sedcom is currently assisting three Conferences with civil litigation matters.

4.5.6 Sedmed Medical Scheme:

Sedmed is the Medical Scheme of the SDA Church, which is registered with the Council for Medical Schemes (CMS) and operates under the Medical Scheme Act 131 of 1998. Sedmed, according to the provision of its rules, covers individuals who are employed full time in any of the Conferences and/or institutions that are operating within the SAU region. Sedmed, according to the provisions of the Medical Scheme Act, is governed by a Board of Trustees (BOT). The principal officer of Sedmed is the director of the Medical Scheme, in compliance to the Act.

4.5.6.1 Strategic governance:

The Council for Medical Schemes (CMS) conducted its last administration compliance audit on Sedmed, in 2015. The compliance audit sought to certify that Sedmed meets the accepted corporate governance and administration standards, determined by the corporate practice model and medical aid industry criteria. The first CMS audit on Sedmed was in June 2013, and the outcomes ruled that Sedmed was non-compliant in the following areas:

1. Governance
2. Membership administration
3. Claims assessment.
4. Accounting
5. General risk management

The non-compliance not only indicated the high risks present in the governance model of Sedmed at that stage, but it also highlighted the importance of managing church corporate entities in accordance with the relevant and applicable corporate standards. The CMS gave Sedmed a

conditional accreditation, on condition that Sedmed would resolve the above-stated areas of concern within a period of six months after the date of accreditation.

The Board of Trustees (BOT) addressed the non-complaint areas to the satisfaction of the CMS. Thus, Sedmed continues to operate as a self-administered medical scheme, according to the Medical Scheme Act. The BOT, during the period under review, aligned its strategic plan to maintain its accreditation standards and improve the services rendered to its members. The following goals were set:

- Appoint third party organisations to manage certain benefit categories.
- Improve and develop the administration program of Sedmed.
- Train Sedmed staff and trustees to equip them to satisfy legislative requirements.
- Implement enhanced healthcare mechanisms to ensure sustainable performance of Sedmed.
- Increasing benefit limits.
- Appoint external auditors to monitor internal adherence to compliance standards.
- Focus on preventative healthcare.
- Implement preventative care program which include HIV tests, health assessments, vaccination, and immunisation.

Sedmed further prepared the following implementation strategies for the above-mentioned goals:

First, the BOT appointed the Professional Provident Fund Society Health Administrators (PPSHA) to manage the Sedmed hospitalisation benefit. The PPSHA assisted the Sedmed BOT to appoint the Designated Service Providers (DSP), these are healthcare providers such as doctors, pharmacists, and hospitals that Sedmed prefers to work with. Sedmed members that choose not to use the DSP selected by the scheme, shall be subjected to co-payments to their preferred healthcare provider.

The Sedmed board, in consultation with PPSHA, entered into DSP agreements with MediClinic and Netcare for acute services, as well as National Hospital Network (NHN) for psychiatric and day clinic procedures. Sedmed saves a projected amount of R 800 000/annum by using the three DSPs.

Second, the board has adopted the Disease Risk Management (DRM) program as a preventative care measure, whose focus is to understand the health of its members and improve their wellbeing. The DRM program is achieved through coaching and monitoring of members to ensure better outcomes.

Third, the board has appointed the three committees to ensure proper risk evaluation and prevention and dispute resolution, namely: (1) Sedmed Audit Committee, (2) Internal Audit Committee, and (3) Sedmed Dispute Committee. The Sedmed Board, to ensure that the competency requirements are met, have intentionally employed individuals who have a strong medical aid industry, accounting, or legal background. Furthermore, BOT members are further trained to function competently.

Fourth, Sedmed has a health awareness and lifestyle change initiative, which intends to minimise risks of diseases and illnesses by promoting healthy lifestyles amongst its members. Sedmed has observed that the most prevalent illnesses amongst its members are lifestyle-related illnesses such as diabetes, high cholesterol, and heart disease. Sedmed is also planning to have a rewards program, as an incentive to members that improve their lifestyles.

4.5.6.2 Covid-19

The Covid-19 pandemic which befell the world, increased South Africa's unemployment rate to 30.8% and Sedmed was also affected negatively. Resultantly, the Sedmed BOT reported as follows: between March 2020 and February 2022, the Scheme paid R 14 537 598.61 on Covid related claims. 429 Sedmed members contracted Covid-19 and 18 members succumbed to Covid.

4.5.6.3 Finance

The annual financial statements for the period of 2016 – 2020 received unqualified audit opinions from Mazars Auditors, in Bloemfontein. Sedmed, during the above-stated period, collected R 296 941 178 from contributions; and paid R 287 107 694 for claims. Therefore, the Scheme had an operating gain of R 9 833 484. Furthermore, the BOT implemented stringent measures on debt management which helped reduce their debt from R 360 000 to R 60 000 at the close of 2020.

4.6 Chapter summary:

Chapter four has detailed the history and work of Sedcom Incorporated in the SAU region of the SDA Church. Furthermore, the chapter has explained the committees and sub-committees involved in the operation of the association. The aims and objectives of Sedcom were also

mentioned. Chapter five shall explain what it is that is problematic about Sedcom in the manner in which it functions in the democratic South Africa.

CHAPTER 5 [1]ETHICAL ANOMALIES OF SEDCOM WITHIN THE SDA CHURCH

5.1 Introduction:

The previous chapter provided the reader with the history of Sedcom and how the association operates. Chapter four presented Sedcom's fixed property acquisition flowchart. Chapter five discussed the ethical anomalies of Sedcom within the Seventh-day Adventist Church; and has used the Diswilmar farm as a case study.

5.2 The history of Diswilmar farm:

Diswilmar is a ten-hectare farm which has two separate plots: plots 8 and 15, and each has five hectares. The farm was previously owned by James and Anna Thomson before the West-Rand District of the Trans-Orange Conference (TOC) purchased it on October 21st, 1986 (annexure 1). The purchase was funded by the Building Society Bond for an amount of R 215 000.00 (annexure 2), and the farm was transferred to Sedcom (annexure 3). Although the farm was transferred to Sedcom, the West-Rand District was solely liable to pay the monthly instalment of R 2 331.00 to the South African Permanent Building Society (annexure 4). Hence, in March 1988, when Sedcom received a letter from the Building Society reporting non-payment, Sedcom promptly wrote a letter to the TOC president, Pastor (Ps) Mawela, requesting that the matter be resolved (annexure 5).

The West-Rand District, between August 1995 and June 1997, paid a sum of R 100 100.00 towards the farm; the interest on the bond for the above-mentioned years was R 48 438.08. The amount that was paid towards the bond balance of R 179 357.56 was R 51 661.92, which reduced the bond balance to R 127 695.64 in June 1997. The amounts mentioned above were contributions coming from churches of the West-Rand District. The above-mentioned figures are attached as "annexure 6", which is a progress report presented by the district treasurer, MP Nyama.

There are two reasons for which the farm was transferred to Sedcom, namely: (1) the provisions of church policies stipulate that, church properties and other assets must be held in the name of

[1] The study, in chapter 5, discussed in depth the case study of Diswilmar farm and pointed out all the ethical anomalies of Sedcom. The attached annexures, though voluminous, are necessitated by the need to prove the validity of everything that the chapter has discussed and the recommendations that the study has made in chapter 6.

an appropriate denominational corporate entity; individuals, trustees, and local congregations are prohibited from registering fixed properties in their names (GC Working Policy, 2019:535). The SID Working Policy (2018:112) permits the division to establish a property-holding corporation for the Union Conferences operating within their territory. Thus, article 18 sections 1 and 4 of the SAU constitution determine that Sedcom shall be the legal property-holding corporation on behalf of the SAU. The constitution further bestows Sedcom with the power to sell the immovable property of the Union, with a resolution from the SAU executive committee agreeing to the sale; and that, Sedcom shall have the power to independently prevent the sale and/or transfer of the movable and immovable property of SAU, only if it is to protect the interests of the Union (SAU Working Policy, 2015:151). (2) Sedcom was the corporation through which the TOC purchased its fixed assets because, at the time of purchasing the farm, the Natives Land Act of 1913 had not yet been abolished.

5.3 The sale of Diswilmar Farm: West-Rand District Report 2005 – 2007 (annexure 7):

The West-Rand District executive committee appointed the Farm Development and Management Committee (Farmcom), as a subcommittee, whose delegated responsibility was to manage the affairs of Diswilmar farm; these included: ensuring that the farm pays its rates and services to the local municipality, developing the facilities of Diswilmar in preparation for the district annual Camp-Meetings, and to have general management of the farm's finances.

The farm report for the period stated above, indicates that the outgone Farmcom whose tenure ended in 2005, was mandated to facilitate the sale of Diswilmar. However, because some members in the district objected against the sale of the farm, the outgone subcommittee was unable to finish the task. Therefore, the newly elected Farmcom took over the mandate. The correspondence of the TOC executive secretary, Ps. MC Nhlapo, to the West-Rand District director Ps. J. Mongwe places the intention to sell the farm to have been communicated to the TOC on May 25th, 2004, (annexure 8).

The district executive committee, in an attempt to resolve the above-mentioned objections, arranged a consultative meeting with the TOC executive to find common ground with the dissatisfied brethren within the district. The meeting was scheduled for April 21st, 2005, and the TOC executive was represented by the following conference officials/pastors: Trevor Kunene, the president; Seleseng, the secretary; Hieter, the treasurer; and Tebogo Segopa, member of the executive.

The reason advanced for the objection was that the district leadership failed to sufficiently consult the churches before resolving to sell the farm. The conference officials subsequently advised the

district executive to visit the 40 churches of the West-Rand District and afford them the opportunity to deliberate, in their respective business meetings, and vote for or against the sale of the farm.

The district leadership generated forms upon which the resolutions of the churches would be written; church elders and clerks were to validate the forms by appending their signatures on them. The TOC executive verified the forms, and the outcomes were: 30 churches voted “yes” to the sale of Diswilmar; 5 churches voted “no”; and 5 churches abstained from voting. The follow-up meeting was convened on March 12th, 2006, and the conference executive accepted the results, hence, the mandate to sell the farm continued. The district executive was approached by several interested buyers, but most of them only made verbal offers, and their prices ranged between R 5 million and R 5.5 million.

Lethato, one of the bidding companies, offered to buy Diswilmar for R2 million per hectare, which amounted to R10 million because both plots had a total of five hectares. However, the offer was too risky because the company proposed that the district should give them possession of the farm, and further allow them to pay the district over a four-year period from the proceeds of the company’s developments in Diswilmar. Lethato’s payment to the West-Rand District was going to be a four-hectare farm in Magalies, which they would develop for an amount equivalent to the value of Diswilmar farm.

Lethato revised their offer and proposed to pay R8 million over a four-year period; apportion a quarter of Diswilmar farm to the West-Rand District for community service; sponsor the district with R 250 000 for the community centre; and give the district a four-hectare farm in Magalies. The district executive and the district elders’ council accepted the offer, but they were still open to receiving better offers elsewhere.

Jack Smith, an estate agent, who was also a member of the SDA Church, pointed out to the TOC executive secretary, pastor MC Nhlapo, that he could sell the farm on behalf of the district for R11 million. The sale amount reduced to a R9.6 million cash price which included R 480 000 commission for the estate agent.

The offers of Lethato and Jack Smith were presented to the TOC executive for a decision, and the conference executive, in consultation with the district executive, favoured the R9.6 million offer of Jack Smith. The TOC mandated Smith to sell Diswilmar farm on November 17th, 2006 (annexure 9); and Smith acknowledged receipt of the mandate on November 28th, 2006 (annexure 10). The agreement between Smith and the TOC was that the conference would receive R9.5 million from the sale of the farm.

The sale agreement between Sedcom (represented by TOC treasurer, Ps. Elliot Sibanyoni) and Prestige Park (represented by Ms. Brenda Paulis) was signed on December 19th, 2006 (annexure 11). Ps. Sibanyoni, on February 05th, 2007, sent a signed copy of the Offer to Purchase (OTP) and the TOC executive committee minutes which approved the sale of the farm (annexure 12). The Sedcom secretary, AJ Scholtz, communicated by correspondence the Sedcom Council minutes which approved the sale of the farm, to the TOC on February 15th, 2007 (annexure 13). The sale agreement stipulated that a non-refundable deposit of R 500 000 must be paid directly to the seller (Sedcom) on March 20th, 2007; and the purchase price balance of R9.1 million would be paid within 90 days after March 20th, 2007. Therefore, the balance was due on June 17th, 2007.

The Diswilmar farm report records the first dispute to have been in July 2007, when Prestige Park wanted to evict the farm tenants, whereas, at the time the West-Rand District and the TOC had not yet received any payment from Prestige Park. Nonetheless, the TOC treasurer and Sedcom representative, Ps. EM Sibanyoni, sent a letter to Sedcom on June 20th, 2007, informing them of the urgency of relocating the farm tenants (annexure 14).

The district executive arranged and agreed with the buyer to give the church until October 31st, 2007, to relocate the farm tenants. The date was consensually amended to reflect December 31st, 2007, as the purchase date, due to the refusal of the tenants to vacate the farm (annexure 15). The study finds it ethically and legally questionable for Prestige Park to expect the tenants to vacate the farm when their company had not paid the deposit and the purchase balance as per the stipulations of clause 4 of the sale agreement.

The sale agreement, in clause 8.1, indicated that the seller (Sedcom) will give the purchaser (Prestige Park) occupation of the property once the deposit has been paid to the seller. Nonetheless, the district leadership was worried that Prestige Park would evict the farm dwellers by end of December 2007, if the dwellers were not given an alternative place to live. Gilbert Matlhoko, the farm caretaker, sought the intervention of the ward councillor, much to the disappointment of the district executive.

The district appointed the services of MNMR Attorneys to help facilitate the process of relocating the farm tenants lawfully. The Molefe and Mosete families were the only farm tenants that the district was aware of, however, there were other tenants who were allegedly brought into the farm by the caretaker without prior consent from the district leadership. The leadership knew of these dwellers but took no action against them because they did not pose any threat to the church.

MNMR Attorneys, according to the farm report, categorised the tenants into two groups because they were protected by two sets of legislation: (1) the Molefe and Mosete families were protected

by the Extension of Security Tenure Act (ESTA), which applies to tenants who have occupied a farm as employees for at least ten year; (2) the rest of the farm tenants were protected by the Prevention of Illegal Eviction Act (PIE), which applies to tenants who have been farm dwellers for less than ten years.

The leadership of the district, in the interest of protecting itself from an uncontrollable list of unknown farm dwellers, verified the tenant through a Deed Search, to ascertain that the dwellers with whom they would make settlements, do not have a registered home elsewhere. The Farmcom was given a budget of R 300 000 to broker settlement agreements with the nine verified farm tenants, and the diagram below details the settlement amounts that the Farmcom reached with various tenants, the diagram is an extract from the farm report:

Table 5-1: Extract from the farm report

NAME OF FARM DWELLER	SETTLEMENT AMOUNT
Constance Mokoena	R 12 000.00
Martha Tshishonga	R 14 000.00
John Manyolo	R 20 000.00
Isaac Ditshabe	R 15 000.00
Rojah Ndebele	R 20 000.00
Elizabeth Mabanda	R 12 000.00
Frank Montja	R 10 000.00
Sub-total	**R 103 000.00**
Sinah Mosete	R 60 000.00
Dorah Molefe	R 130 000.00
Sub-total	**R 190 000.00**
Grand Total	**R 293 000.00**

The Farmcom paid a total amount of R 83 000 to six of the nine tenants mentioned above however, the Molefe and Mosete families rejected the monetary offer and preferred that the district purchases houses for them instead. The Molefe and Mosete families, following the December 05th, 2006, meeting with Ps J. Mongwe, submitted their request to MNMR Attorneys through the Department of Land Affairs on December 07th, 2007. The two families were requesting for five houses within the Mogale City vicinity, however, the West-Rand District leadership counter-offered two three-bedroom houses for the Molefe and Mosete families. The two families were not keen to accept the counteroffer of 2 houses instead of the five they had requested.

Inasmuch as the settlement agreement with the Molefe and Mosete families was stalling, the other seven families listed above had willingly vacated the farm after receiving their settlements on December 18th, 2007. The TOC president convened a district executive meeting, on December 18th, 2007, to discuss the request for financial assistance that the Farmcom needed from the conference.

The Diswilmar report mentions that there were some brethren who proposed that the district executive should consider a monetary settlement for the caretaker as well, because the caretaker did not receive any remuneration for his services. The district executive pointed out that such an arrangement would need to be ratified by all the 40 churches of the West-Rand District. Furthermore, the caretaker had purportedly mentioned before that he will sort himself out, when the district executive offered that he lives in one of the mission houses of the West-Rand District.

The district, at the close of 2007, had several outstanding payments due, these included: legal fees of R 80 000 owed to MNMR Attorneys; and money needed to purchase the houses of the Molefe and Mosete families. The quantity of houses to be bought were yet to be agreed upon. The report further mentions the intention of Prestige Park to take legal action against the district.

Ps. EM Sibanyoni, on February 01st, 2008, updated Sedcom by correspondence, stating that all the farm dwellers had been relocated except the two families mentioned above (annexure 16). AJ Scholtz, on February 18th, 2008, wrote to the TOC president requesting the TOC to instruct Sedcom on whether to continue with the sale of Diswilmar farm (annexure 17). Scholtz warned further, that failure to comply with the sale agreement terms may result in the agreement being cancelled, and Prestige Park may sue the church for damages.

Leeuwner-Maritz Attorneys, the legal representatives of Jack Smith, sent a letter of demand to the TOC on March 03rd, 2008, requesting that their client be paid the agent commission amount of R 480 000 within a seven-day period (annexure 18). The argument of the law firm was that Jack Smith had fulfilled the mandate of selling the farm, because both Sedcom and Prestige Park had signed the sale agreement. Furthermore, the law firm threatened to institute further legal action should the conference fail to pay their client within seven days.

Ps. Sibanyoni, the TOC Sedcom representative, forwarded the letter of demand to Sedcom on March 20th, 2008, requesting their intervention (annexure 19). The response of Sedcom dated March 28th, 2008, noted that the impasse between the District and Prestige Park had become an embarrassment to the church, because when the sale agreement was signed, the TOC accepted the condition that before the registration of transfer, the farm had to be availed to the purchaser without any occupants living therein (annexure 20). The Sedcom letter further mentioned that the

TOC president, Ps. MA Setsiba, had not responded to their letter of February 18th, 2008, and that it is this lack of action from TOC that has led to the letter of demand from Leeuwner-Maritz Attorneys. Sedcom's view was that the R 480 000 commission be paid immediately.

The West-Rand District indicated in their letter of June 03rd, 2008, (annexure 21) that: the sale of Diswilmar farm was incomplete because Prestige Park had not paid the R 500 000 deposit needed before they could be given occupancy of the farm. The letter also stated that the commission of Jack Smith was going to be paid from the proceeds of the sale; the West-Rand District Management Board registered their doubts on the validity of their deal with Prestige Park because the district had not received any payment from the buyer; lastly, the district leadership pointed out that the removal of tenants requires a large sum of money, which the district is not in possession of. Thus, the district further requested Sedcom to defend their interests on matters related to the sale of the farm.

Smith van der Watt, Prestige Park lawyers, prepared a list of proposals in their January 05th, 2009, letter (annexure 22) and the points discussed below are extracts from the proposal list: The attorneys mentioned that the R 500 000 deposit which was held in trust by the transferring attorneys, Gys Louw & Partners, since March 22nd, 2007, must be released back to the buyer; the transfer of the two plots in Diswilmar should be postponed until January 31st, 2011, because Nedbank rejected the registration of the development bond without Prestige Park obtaining vacant possession of the farm; the caretaker, Gilbert Matlhoko, will retain occupation in the farm until October 31st, 2010; R 400 000 from the R 500 000 deposit will be paid directly to Jack Smith by Smith van der Watt; and that the remaining R 100 000 shall be used to procure the two houses for the Molefe and Mosete families.

The study notes that the amount that van der Watt proposed for the Molefe and Mosete families, R 100 000, is less than the R 190 000 that West-Rand District offered to the two families. Furthermore, van der Watt proposed that Prestige Park be permitted to erect an electrical substation which will be used for electrical distribution; to build boundary walls and an entrance gate to the properties, according to the architectural drawing that will be submitted to the seller for approval; and to construct 20-unit apartments for marketing purposes.

The TOC executive secretary, Ps. JE Netshifulani, on March 13th, 2009, (annexure 23) advised Sedcom secretary, AJ Scholtz, that the TOC executive committee in its meeting of January 11th, 2009, considered the proposals on the letter from Smith van der Watt, and thus appointed an Ad-Hoc Legal Committee to study the offer. The Ad-Hoc Legal Committee convened a meeting on March 11th, 2009, and advised the TOC to communicate their position on the Diswilmar farm

matter with Sedcom and the SAU. The TOC informed Sedcom that the TOC executive will communicate its position after their midyear meeting of 2009.

5.4 The withdrawal of the sale of Diswilmar farm:

The West-Rand district convened an Elders and Delegates meeting on June 07th, 2009, (annexure 24) and the Farmcom chairperson of the time, Mr. M. Motea, alluded to the following in his presentation: the buyer, Prestige Park, was negotiating in bad faith, because he was already threatening eviction before the sale was even concluded; the estate agent, Jack Smith, was not acting in the interest of the district; and that both the seller and buyer had violated the sale agreement, the seller failed to remove the farm tenants and the buyer failed to honour his payment deadlines. The above-mentioned violations led to the proposal of the revision of the sale agreement as presented by van der Watt on January 05th, 2009. The chairperson reported that the conference shall advise the district leadership accordingly after the TOC executive committee meeting scheduled for June 18th, 2009.

The district seating, therefore, voted and resolved to recommend to the West-Rand District churches to withdraw the sale of Diswilmar farm, the motion was supported by 79 delegates; 2 delegates opposed the motion; and 4 delegates abstained from voting.

Finkelstein & Associates, the newly appointed legal representative of the West-Rand District, submitted a letter to the TOC president, on June 22nd, 2009, (annexure 25) stating the instance where Prestige Park violated the sale agreement which was signed on December 19th, 2006. Finkelstein records that the purchaser had not paid the purchase price of R 9.1 million, although Prestige Park alleges that the reason the purchase price was not paid is because the seller did not provide them with vacant land occupation.

Finkelstein countered that argument by indicating that, according to the sale agreement, Prestige Park was only supposed to get vacant possession of the farm after the registration of the property in the name of the purchaser. Therefore, the seller was not in breach of the contract because registration of the property had not taken place yet. Finkelstein observed that the problem is caused by the incorrect interpretation of the contract by Prestige Park, and that the buyer is only prepared to execute the contract as he interprets it.

The district leadership, on July 12th, 2009, (annexure 26) convened the West-Rand District Business Session to discuss the recommendations of the Elders and Delegates meeting which was held on June 07th, 2009. The district business session voted to request the TOC to instruct Sedcom to withdraw the services of MNMR Attorneys and replace them with Finkelstein &

Associates; the business session further voted to reject the January 05th, 2009, proposed amendments of Smith van der Watt; and lastly, they voted to cancel the sale of both plots of Diswilmar farm.

Subsequently, the district wrote to the TOC, on July 28th, 2009, announcing the resolution to cancel the sale of Diswilmar farm (annexure 27). The letter mentioned two points of concern: firstly, although the district voted to sell the farm for R11 million, an agreement was reached to sell the farm for R9.6 million without the consent of the district. Additionally, Prestige Park failed to pay the R 500 000 deposit on March 20th, 2007, as per the agreement. Secondly, the estate agent, Jack Smith, represented the district in bad faith because he sided more with the buyer at the disadvantage of the district. The district felt betrayed by Sedcom, and thus voted to withdraw the services of the Nic Barneschone, Sedcom's Attorney, because the attorney had failed to consult sufficiently with the district.

The TOC communicated the district's decision to withdraw the sale of Diswilmar farm to Sedcom, on August 03rd, 2009 (annexure 28). Scholtz responded to the TOC letter on September 10th, 2009, indicating that the conference is at liberty to appoint legal counsel of their own to assist Barneschone in the matter of the R 480 000 commission owed to Jack Smith (annexure 29). The Sedcom letter further requested the TOC executive to attach the meeting minutes wherein legal counsel to represent the TOC was appointed. AJ Scholtz, Sedcom secretary, stated that the decision of the district to withdraw the sale of the farm was communicated telephonically to van der Watt on August 18th, 2009. The TOC letter which contained the meeting minutes indicating the resolution to cancel the sale of the farm, as requested by Sedcom, was sent on December 11th, 2009 (annexure 30).

Smith van der Watt, on January 20th, 2010, references a telephonic conversation between his colleagues and Sedcom, wherein Sedcom advised van der Watt never to send any of their communications to the TOC, but instead send them directly to Sedcom (annexure 31). The letter further notes that van der Watt would be irresponsible to send any communication to the TOC.

Sedcom, through its director AJ Scholtz, wrote to the TOC on March 04th, 2010, (annexure 32) indicating that the Sedcom Board noted the letter of the TOC executive secretary dated August 03rd, 2009. However, the Board voted not to act on the instructions of both the West-Rand District and the TOC, until the Board was provided with a clear statement on what should be done with Diswilmar farm from both the district and the conference, which will be signed by the elders of all churches in the West-Rand District, as well as the TOC president and executive secretary. The decision of the district and the conference would then be subjected to the legal advice of Mr. Barneschone and Mr. Finkelstein.

The legal representatives of Prestige Park sent a communique to Sedcom, on April 07th, 2010, (annexure 33a) acknowledging receipt of the new address to which Smith van der Watt Attorneys should send all communications. The letter also laments that Sedcom failed to instruct its conveyancer to register the transfer of Diswilmar, even though Sedcom's conveyancer had been in possession of the prescribed guarantees securing the payment of the R 9.1 million, since February 09th, 2010 (annexure 33b). Therefore, Smith van der Watt demanded Sedcom to instruct their conveyancer to provide the law firm with a statement reflecting all legal costs pertaining to the registration of the transfer of Diswilmar, and confirmation that Sedcom has instructed the conveyancer to proceed with the transfer of both plots.

The SAU president, Ps. Francois Louw, emailed AJ Scholtz on April 15th, 2010, reminding him of the vote that Sedcom took to not proceed with further action on Diswilmar until the West-Rand District elders and the TOC issue clear instructions, signed by the president and executive secretary, to Sedcom (annexure 34). The TOC sent a letter on April 16th, 2010, (annexure 35) clearly stipulating the resolution of the West-Rand District Business Session, rejecting the proposal of van der Watt sent on January 05th, 2009, and thus cancelling the sale of Diswilmar farm.

Finkelstein, on July 05th, 2010, (annexure 36) sent communication to Nic Barneschone, Sedcom's attorney, bemoaning that Sedcom was disregarding the instruction to cancel the sale of the farm, and were thus continuing with the sale of Diswilmar against the wishes of the TOC and West-Rand District. The letter further called upon Barneschone to give written confirmation that Sedcom would not continue with the sale of the farm by Tuesday, July 06th, 2010.

Andre Scholtz, on March 07th, 2011, (annexure 37) emailed Barneschone explaining to him that the TOC is angry at him for not cancelling the sale of the farm; the SAU administration is of the opinion that he is not competent in his function as Sedcom director; and that the way the farm matter has been handled compromises his position.

Ps. T. Letseli, the SAU president, on September 06th, 2011, gave feedback of his call with TOC president Ps. MA Setsiba to the new Sedcom director, Andrew Du Preez, stating that the TOC president mentioned that the West-Rand District is continuing with developments in Diswilmar, in preparation for the upcoming Camp Meeting; and that if Prestige Park is still interested to purchase the farm, the development costs amount to R 600 000 would be added to the purchase price (annexure 38).

5.5 TOC Special Business Session of February 24th, 2013:

The Southern-Africa Union Conference (SAU), following their executive committee meeting of December 02nd, 2012, resolved to convene a TOC Special Business Session on February 24th, 2013. The notice letter announcing the special business session was circulated on January 07th, 2013 (annexure 39). The agenda of the session mentioned above was to solely receive the Diswilmar farm report.

The West-Rand District, in response to the session notice circulated by SAU, sent a nine-point letter to the TOC administration on January 13th, 2013, after the district held their Management Board meeting (annexure 40). The letter reaffirmed the resolution that the district took to cancel the sale of the farm on June 07th, 2009; it further argued that Sedcom and SAU do not have the mandate to discuss nor decide on Diswilmar farm; thus, the district leadership called upon both Sedcom and SAU to discuss the farm matter with the West-Rand District, before tabling the farm as an agenda of the TOC special business session. Furthermore, the district resolved to request the TOC to remove Diswilmar farm from the trust services of Sedcom and place the property under the TOC Trust services. Additionally, the letter recommended that the TOC administration should appoint an auditing firm, to conduct a forensic audit on the entire process of the sale of the farm.

The SAU explained the necessity of convening the entire TOC constituency to discuss the farm report, in their letter of January 25th, 2013 (annexure 41). The points the letter alluded to are discussed below:

First, the letter explained that one of the reasons for which Sedcom was established was to ensure that the fixed property of the SDA Church in the SAU region is safeguarded against any form of misuse, abuse, and/or threat. The matter of Diswilmar farm, according to SAU, threatened the security of the denominational fixed property of SAU, because Prestige Park was suing the seller for R 38 million. Therefore, Sedcom has a legal obligation to act in the best interests of the church at large.

Second, the administration believed that the cancellation of the sale of Diswilmar farm did not follow due contractual process, hence, the lawsuit against the church. However, the study believes that it was unethical and premature for the SAU to resolve to convene a TOC Special Business Session without engaging the West-Rand District.

The TOC position on the special business session, as resolved in their executive committee sitting of January 26th and 27th, 2013, was of distancing themselves from the said meeting because the

SAU failed to consult the TOC administration sufficiently; and further appealing to the Southern Africa-Indian Ocean Division (SID) administration for intervention (annexure 42). The second letter appealing to the SID was sent on February 01st, 2013, wherein the TOC conveyed their disappointment in the biasness of the Division.

The SID executive secretary, Dr. Solomon Maphosa, circulated two letters in response to the TOC appeal letters, the letters were published on February 01st and 06th, 2013. The first one endorsed the SAU decision to convene a TOC special business session; and the second affirmed that Ps. MA Setsiba, the TOC president, shall preside over the session as chairperson (annexure 43).

The TOC executive secretary, Ps. TB Segopa, following a joint executive committee meeting with SAU held on February 10th, 2013, (annexure 44) published correspondence to all TOC employees addressing the points mentioned below:

The first indication that the conference made is that the correspondence that the SAU sent directly to local churches, without consulting with the TOC administration in a duly convened executive committee meeting, was unconstitutional. The TOC appreciated the intervention of the SID in resolving the impasse between the SAU and the TOC administrations. However, the conference leadership was dismayed by the constant absenteeism of the SAU administration in duly called TOC executive committee meetings; their observation is that the absenteeism hindered both the TOC and SAU to resolve their differences.

On February 20th, 2013, the West-Rand District sent a follow-up letter to their January 13th, 2013, letter to the TOC. The letter called upon the conference to demand that Diswilmar farm be removed as an agenda item of the special session, and that the TOC should urgently interdict the improper sale of the farm by Sedcom (annexure 45).

Notwithstanding the apparent violation of the TOC constitution and the TOC pleading with the SAU to follow due procedure, the unconstitutional seating of the February 24th, 2013, TOC Special Business Session continued (annexure 46). The special session voted to approve the transfer of Diswilmar farm; to mandate Andrew Du Preez, the Sedcom director, to negotiate an out of court settlement with Prestige Park; and after consultation with the SID and the GC, the sitting voted to remove from office the following TOC officers: Ps. MA Setsiba, the president; Ps. TB Segopa, the executive secretary; Ps. EM Sibanyoni, the CFO; and the entire executive committee. The reasons given for the removal of the TOC administration include failure to attend the February 24th, 2013, session; inciting churches and pastors to boycott the meeting; the alleged carefree attitude of the TOC administration towards the R38 million lawsuit against the church.

Subsequently, the special session elected the officers listed below to be the newly elected TOC executive committee.

5.5.1 The TOC Interim Executive Committee (February 24th, 2013 – October 27th, 2013):

1 President: Ps. Justice Mongwe Snr

2 Executive Secretary: Ps. Thamisanqa Danxa

3 Chief Financial Officer: Bongani M. Khanyile

4 Departmental directors: the nominating committee voted to mandate the interim executive committee to fill these positions.

5 TOC Institution representative: Mrs. Mogane, Orlando-West Primary School

6 Four practising pastors:

1. Ps. P. Mahlangu
2. Ps. T. Lebuso
3. Ps. R. Seikaneng
4. Ps. PZ Magagula

7 Non-denominational worker: Ms. P. Semenya

8 Lay district representatives:

1. Diamond-Heritage District: B. Mgwevhu
2. East-Rand District: A. Modise
3. Far-West District: the representative shall be elected by the TOC executive.
4. Free-State District: K. Finger
5. Golden-West District: L. Hoho
6. Highveld District: T. Khumalo
7. Lowveld District: A. Nomotye
8. Mahikeng District: L. Motlholwa
9. North-East District: RR Khumalo
10. Orange-Vaal District: L. Zwedala
11. Shalom District: S. Masina
12. Shiloh District: F. Themba
13. Vhembe District: MT Makumule

14. West-Rand District: T. Nkosi

5.6 The Aftermath of the TOC Special Business Session:

5.6.1 Letters appealing the special session outcomes:

Ps. TB Segopa, on February 25th and 27th, 2013, sent the SID leadership appeal letters lamenting the numerous constitutional violations committed in the February 24th, 2013, session (annexure 47). The letters bemoan that the sole agenda of the session was: to receive the report on Diswilmar farm, and not the removal of the TOC executive committee; the delegates representing local churches within the TOC were not mandated by their respective churches to remove the TOC executive nor to elect a new one; moreover, the session entertained an item of receiving newly organised churches, an item which is only discussed in a regular business session. Furthermore, the session appointed a chairperson and a secretary, contrary to the provisions of the TOC constitution. Lastly, the sitting continued without an appropriate quorum. Therefore, the recently removed TOC executive committee called upon Dr. P. Ratsara, the SID president, to nullify their removal and the subsequent appointment of an interim executive committee.

The deposed TOC leadership, on March 06th, 2013, (annexure 48) bewailed the biasness of the SID leadership, because the SID avoided to grant them audience to present their grievance; thus, the removed leaders pleaded that the SID escalates the matter to the General Conference (GC). The letter further points out that the SID defied counsel from the GC to adjourn the meeting and not discuss nor entertain any other agenda item(s).

5.6.2 Letters written to the TOC administration rejecting the newly elected TOC leadership:

The response of the TOC churches to the session outcomes resulted into two camps. The first group was in support of transferring Diswilmar farm to Prestige Park and removing the allegedly incompetent TOC leadership; whereas the second group was anchored on the policy violations mentioned earlier.

The churches that resonated with the second group, sent letters to the TOC office denouncing the newly elected interim TOC executive committee, and pronouncing their support of the legitimate TOC leadership which was removed by the constituency meeting.

Kimberley SDA Church published their letter on March 26th, 2013, (annexure 49) distancing themselves from the illegitimate TOC leadership; refusing to participate in any of the programs and activities which would be organised by the new conference leadership; demanding another

special session to resolve the apparent impasse; and calling for the reinstatement of the removed TOC executive committee.

The Mafikeng District Management Board (DMB), in their letter of March 27th, 2013, (annexure 50) mentioned that none of the churches within the Mafikeng District mandated their delegates to vote in favour or against of the transferring of the farm, because the session agenda was simply to receive a report on Diswilmar farm. Therefore, the vote that favoured the transferring of the farm was illegitimate. The board further mentioned that the district should have been favoured with the farm report prior to attending the session to enable them to mandate their delegates accordingly. Moreover, the district leadership pointed out that although the removal of the TOC executive committee did not feature as an agenda item on the session notice, they suspected that it was the main objective of the special session.

The management board of Shalom District sent their letter to the TOC on April 15th, 2013, (annexure 51) announcing the unanimous vote the district took to disregard and dissociate from the outcomes of the February 24th, 2013, special session. The district encouraged churches in Shalom to withhold tithe remittances from the TOC administration, and alternatively send the tithes to a separate account. The money would only be released upon the reinstatement of the legitimate TOC leadership.

The District Management Board (DMB) of Shiloh in their letter of May 12th, 2013, (annexure 52) reported the outcomes of their District Business meeting whose agenda was to deliberate on the TOC special business session. The district upheld the decision to transfer all TOC properties to Baleti TOC Development Trust; advocated for the illegitimacy of the interim TOC executive and voted that the interim committee be removed from office and recommended that the removed TOC administration convenes a convention for all 14 TOC Districts, in order to survey whether majority of the TOC districts were in favour of the special session and its outcomes.

The West-Rand District Management Board in its letter of August 04th, 2013, (annexure 53) rejected the interim TOC leadership; called for another special session wherein all West-Rand District properties will be registered under Baleti Trust instead of Sedcom; and declined the R 9.6 million offer by Prestige Park because the district cancelled the sale of the farm in 2009.

5.6.3 The higher structure stance on the special session outcomes:

The SAU president, Dr. T. Letseli, subsequently published a letter addressed to church leaders, on May 20th, 2013, (annexure 54) affirming the outcomes of the TOC special business session, particularly the elected interim executive committee. The president's letter mentioned that it is

normal for brethren to have nuanced views on issues, however, he emphasised that amidst our conflict we must find peaceful ways of resolving our differences.

The newly elected TOC executive secretary, Ps. T. Danxa, circulated a letter on May 23rd, 2013, giving feedback on the latest conference developments (annexure 55a). The letter featured three points of interest: firstly, an announcement that the new executive committee voted to reinstate the TOC insurance portfolio with Sedcom, and thus requested churches to re-enlist their churches by sending their list of 'household items' such as church PA System and computers that they wish to insure. Fidelity cover, tithe and offering insurance, was also made available for churches to reinstate with Sedcom. Furthermore, the letter mentioned that Sedcom was attending to the concern of uninsurable church buildings.

Danxa, secondly, mentioned that the TOC had been taken to court by members who reject the special session outcomes of February 24th, 2013. Danxa regretted that the brethren who litigated against the conference did so against the authority exercised by the TOC constituents in the special session. However, the executive secretary assured churches that the conference is defending itself against the litigation.

Finally, Ps. Danxa, reported that the outgone TOC executive convened a meeting on February 24th, 2013, to approve the withdrawal of R 470 000 which was meant for litigation. The current executive then mandated Sedcom to recover the money from the legal counsel of the outgone leadership. Justice TM Makgoka, the Northern Gauteng High Court Judge, ordered an interdict on the remaining R 214 000 because the outgone leadership had already used R 256 000 for legal fees. Judge Makgoka further ordered that Ps. EM Sibanyoni refrains from transacting any business related to the TOC; and finally ordered that the conduct of the attorney be referred to the law society for investigation. The R 470 000 was paid to the TOC in full by Ngcingwana Attorneys, according to the TOC letter published on August 26th, 2013 (annexure 55b).

The TOC convention which Shiloh District requested for in their May 12th, 2013, letter was convened in Orlando Community Hall on May 25th – 26th, 2013, (annexure 56) and the members resolved to open a bank account into which funds solicited for defending the sale cancellation of Diswilmar farm would be injected; voted to disregard the outcomes of the unconstitutional TOC special business session; to urgently transfer all TOC properties from Sedcom to the TOC Baleti Trust; and to appeal to the GC president, Dr. Ted Wilson, to restore order in the TOC by upholding church policies.

Furthermore, the convention elected a working committee which comprises of representatives from all TOC districts, whose duty was to implement the convention resolutions. Moreover, the

convention sought to persuade the SAU to convene an urgent special session, whose intention would be to restore order within the TOC.

The TOC president and executive secretary, pastors J. Mongwe and T. Danxa, published a joint letter on June 03rd, 2013, giving a summary of key decisions taken before and during the special session (annexure 57). The letter explained four points: first, that the SAU resolved to convene the special session because the TOC leadership persistently failed to provide Sedcom and SAU with a legal opinion on the Diswilmar farm impasse; second, the outgone TOC executive appealed to the SID, whose ruling, after consultation with the GC, was that the SAU was compliant with the model prescribed in the GC/SID Working. Therefore, the session was valid and incontrovertible, according to the SID.

The third point indicates that the reason Dr. Letseli chaired the special session was because the TOC president, Ps. MA Setsiba, refused to preside over the meeting; and that both pastors TB Segopa and EM Sibanyoni, the TOC executive secretary and TOC treasurer respectively, absented themselves from chairing the meeting. Fourth, the outgone TOC executive was removed from office according to Article 2 section 8 of the TOC Constitution and B 45 20 of the SID Working Policy, which dictate that officers may be removed for cause by a special session for reasons which include incompetence and persistent failure to cooperate with duly constituted authority on substantive matters.

Inasmuch as policy makes provision for the removal of officers and the executive committee as mentioned above, the session notice announcing the special business session must state clearly and openly the agenda items to be discussed, as prescribed by article 2 section 2(c) of the TOC constitution (2011:4). Therefore, the SAU in its notice of the resolution to convene the TOC Special Business Session should have outlined all the agenda items that they desired for the constituency to discuss, so that churches may mandate their delegates accordingly.

The elective regular session was scheduled for October 24th – 27th, 2013, and a letter to that effect was published on June 24th, 2013, by the TOC executive secretary (annexure 58a). The follow-up letter to the session notice was published on August 13th, 2013, and the agenda items of the session included departmental reports; conference performance review for the preceding term; and the election of the new TOC executive committee (annexure 58b).

The TOC circulated a letter on July 09th, 2013, (annexure 59a) which declared that the transfer of Diswilmar farm was finalised by Sedcom, as mandated by the special session resolution. Prestige Park is said to have settled the R 9.6 million purchase price; and that the proceeds were to be given to the West-Rand District to purchase another farm of their own. The settlement agreement

was finalised and signed on May 09th, 2014 (annexure 59b). The agreement stated that Sedcom must transfer holdings 8 and 15 of Diswilmar farm into the name of Prestige Park; Prestige Park would further receive payment of R 25 million from Sedcom, which shall include their legal fees of R 4.5 million and R 2 million contribution towards the costs of relocating the illegal occupants of Diswilmar farm.

5.7 The Judgement of March 28th, 2018, by Justice EF Dippenaar (annexure 60):

The March 2018 judgement comes five years after the special session of February 24th, 2013. The TOC, in the period between February 2013 and March 2018, held two triennial regular business sessions, one in October 2013 and the other in October 2016, wherein new TOC executive committees were elected.

The October 2013 executive resolved, in December 2013, to dismiss pastors MA Setsiba; TB Segopa; MB Molopa; PP Mbedzi; and BJ Nemaranzhe from the pastoral ministry. The SAU subsequently voided the ordination of the five above-mentioned pastors in June 2014. Furthermore, the 2013 TOC executive stripped 35 local churches in 10 districts off their church status, on May 31st, 2016, and barred these churches from sending delegates to any of the TOC business sessions. Dippenaar mentions that there was no evidence that the church manual was followed in disciplining the offending churches stated above. Moreover, the SAU resolved to term the faction that was against the sale of Diswilmar a break-away group.

Therefore, in the case between Setsiba and others v the Trans-Orange Conference of the Seventh-day Adventists and others (6277/2014) of March 28th, 2018, on the TOC impasse, the acting judge of the Johannesburg High Court, justice E.F. Dippenaar, ruled to set aside the special business session of February 24th, 2013, which approved the sale of Diswilmar farm and dismissed the executive committee, was convened unconstitutionally. Thus, rendering the decisions of that special business session invalid. The decision to demote 35 local churches was also set aside as invalid; and the dismissal of pastors Setsiba, Segopa, Molopa, Mbedzi, and Nemaranzhe and voiding their ordination was deemed invalid.

However, justice Dippenaar cautioned that although the election of the new executive committee was invalid; the decisions which were subsequently taken by this new executive committee were not invalid. The decisions justice Dippenaar was referring to include the hiring of pastors between 2013, the year in which the TOC split into two factions; and 2018, the year of the court verdict, should not be rendered invalid merely because the election of the executive committee that resolved to hire them was invalid.

The judgement then directed the TOC executive, which was elected in October 2016, to convene a regular business session within four months of the court order date to elect a new TOC executive committee in accordance with the TOC constitution. Additionally, the new executive committee should comprise of a proportionate number of individuals representing the TOC Alberton (TOC-A) faction and the local churches that support Alberton; individuals representing the February 2013 and October 2013 executive committees, and the local churches that support the two executive committees.

5.8 Correspondences post the March 2018 judgement:

The TOC Alberton (TOC-A) administration, between March 29th and September 11th, 2018, exchanged correspondence with the TOC Orange Grove (TOC-OG) administration. The Alberton leadership rejected the directives of the court order and intended to approach the court to formulate a more appropriate directive, insofar as convening the 2018 TOC regular session is concerned (annexure 61). The judgement gave the October 2016 TOC executive committee the full responsibility to distribute to all TOC local churches, including the ones previously demoted, appropriate guidelines for the nomination of individuals eligible for election to the 2018 TOC executive committee which would be elected in the joint business session; to include guidelines that ensure that the 2018 executive represents, in its membership, the members of Alberton, the February 2013 and October 2013 administrations; to propose a mandate to be given the new executive; and to identify the number of churches that support each faction.

Hence, the TOC-Alberton (TOC-A) rejected the court order and called for an appropriate directive which does not sideline the Alberton administration in the planning and convening of the 2018 TOC regular business session. Moreover, the Alberton leadership demanded to know how the October 2016 TOC executive intended to reinstate the dismissed employees; to compensate the said five pastors for lost income since February 24th, 2013; and to issue a letter to all TOC churches to redress all the wrong committed against the 35 demoted churches (annexure 62).

Contrarily, the TOC executive of October 2016 welcomed the March 2018 judgement and the responsibility that the court order granted to them to convene the 2018 TOC regular session; announced that the TOC regular session is scheduled for June 24th, 2018, and that a formal session notice shall follow in due course; declared that all 35 demoted churches have been restored of their status and are eligible to participate in the upcoming session; and that the five previously dismissed pastors are eligible to participate fully in the June 2018 session. The executive mentioned that the finer details of the reinstatement of the five pastors would be handled by the 2018 newly elected TOC executive committee (annexure 63).

The official session notice was published on May 22nd, 2018, in the June edition of Maranatha, after the October 2016 administration voted in their TOC executive committee meeting of April 14th, 2018, to convene a regular business session on June 24th, 2018, which would be held at the SAU auditorium from 09h00 to 17h00. The agenda items of the session were to elect the TOC executive committee, and to mandate the newly elected executive committee (annexure 64).

The Alberton leadership solicited the October 2016 TOC administration on May 23rd, 2018, to convene a meeting wherein all stakeholders would discuss peace and unity; deliberate on the reinstatement of the five pastors and their compensation for lost income; and that the October 2016 administration should write a letter properly accepting the 35 demoted churches back into the TOC sisterhood of churches (annexure 65). The stakeholder meeting requested above was scheduled for June 05th, 2018, according to the letter and the email of June 01st, 2018, written by Ps. Segopa and Ps. Kunene respectively (annexure 66).

Subsequently, the SAU executive secretary, Ps. TM Kunene, circulated a letter on June 06th, 2018, celebrating the peaceful and spirit-filled stakeholder meeting (annexure 67). The October 2016 administration published a letter on June 08th, 2018, thanking the Alberton leadership for the candid discussion of the June 05th, 2018 meeting (annexure 68). The letter further explained that the October 2016 administration was mandated by all the TOC respondents listed on the March 2018 judgement to undertake the call for unity and levelling of playing fields as requested by the Alberton administration.

The TOC letter of June 08th, 2018, also responded to the May 23rd, 2018 letter from the TOC Alberton (TOC-A) and Dr. PS Makuwa, the TOC Orange Grove (TOC-OG) executive secretary, emphasising that the reason the court order tasked the October 2016 administration with the responsibility of convening the TOC regular session, was in the interest of avoiding further strife and disputes between the two groups, and further pointed out that reconciliation is an ongoing process, thus it should not be a prerequisite for convening the June 2018 session. The TOC-OG explained that the five dismissed pastors have been automatically reinstated, as per the court order; and further elucidated that the October 2016 leadership needed proof that the five previously dismissed pastors had not received remuneration since February 2013, before the TOC-OG could compensate them for lost income. Finally, the letter affirmed that all the demoted churches have been accepted into the sisterhood of churches, as per the court order.

The Alberton administration requested a follow up meeting to the June 05th stakeholder meeting, on June 12th, 2018, (annexure 69). The requested meeting for June 19th, 2018, was going to address the points that the Alberton leaders deemed as deal breakers to their attendance of the June 24th, 2018, session. The leaders in Alberton emphasised that although reconciliation is an

ongoing process, there are some items that need to be resolved prior to the session, to ensure that there is one united TOC as opposed to one of two divided groups.

The June 12th letter mentioned that all legal cases against Alberton must be dropped; demanded written apologies from Price Waterhouse Coopers (PWC) for accusing the TOC administration of corruption, and from the General Conference Auditing Services (GCAS) for refusing to audit the TOC Alberton (TOC-A) on August 29th, 2016; and expected that all legal fees, as directed by courts, be paid before the June 2018 session. Lastly, the letter requested that the pastors and the support staff, which were employed after 2013, by both the TOC-A and TOC-OG, be included in the new dispensation of the combined TOC.

The October 2016 administration, in their TOC executive meeting of June 14th, 2018, resolved to continue with the regular session of June 24th, 2018; and bemoaned the non-compliance of the TOC-A in submitting the requested statistics (annexure 70). Although, the TOC-A, on June 18th, 2018, (annexure 71) requested a postponement of the regular session to July 22nd, 2018, and further pleaded for a mutual engagement to finalise relevant matters to the implementation of the court order, the TOC-OG administration, in their letter of June 19th, 2018, (annexure 72) pointed out that since the June 05th meeting, TOC-A has been aware of the willingness of TOC-OG to consider rescheduling the session to July 22nd, 2018, but has subjected the TOC-OG to demands and preconditions before consenting to the date. Therefore, the TOC-OG letter indicated that it was too late to postpone the regular session date due to incurred financial costs.

The TOC-A leadership circulated communique on June 22nd, 2018, bewailing the biasness of SAU in excluding them from the May 08th, 2018, meeting held with the SID, SAU, and TOC-OG leadership, and pointed out that the TOC-OG eight-point letter of May 14th, 2018, emanated from meetings held in the absence of TOC-A. Surprisingly, although the SAU was uncomfortable with meeting the TOC-A administration in the absence of other stakeholders, according to their July 13th, 2018, correspondence (annexure 74) which was responding to the TOC-A letter of July 11th, 2018, (annexure 73), they were evidently comfortable to having meetings with other stakeholders in the absence of TOC-A.

Nonetheless, the TOC regular business session of June 24th, 2018, continued in the absence of TOC-A and the TOC territory remains divided even to the present day. The loss of trust and failure to work in good faith between TOC-A and TOC-OG resulted in the failure to implement the court order of the March 28th, 2018, judgement. The higher structures of the SDA Church in South-Africa could not resolve the long-standing impasse in the TOC region.

The TOC-A, in its executive committee sitting of October 31st, 2021, resolved to institute legal proceedings against Prestige Park and others for the sale and transfer of Diswilmar farm (annexure 75).

The SAU constitution, article 18 section 1, stipulates that all immovable property procured by and on behalf of the SAU shall be kept in trust by Sedcom, in its capacity as a trustee for SAU. Whereas article 13 section 1 of the TOC constitution dictates that an asset-holding entity established/appointed by the Conference, shall hold in trust all immovable assets belonging to the Conference. The TOC, during its special session of 2011, established Baleti Trust to be the property-holding entity wherein all their assets will be kept. However, Sedcom has not released the properties belonging to the TOC.

Although Sedcom was instrumental in the procurement and development of land for the Seventh-day Adventist Church in Southern-Africa during the colonial era; its current existence has numerous ethical anomalies in its practises, as has been evidenced throughout the chapter. Conferences like the TOC, whose constitution makes provision for establishing their own property-holding entity, should not have to struggle to receive Title Deeds of their properties from Sedcom.

5.9 Chapter summary:

Chapter 5 has provided a detailed history of Diswilmar farm from the year the West-Rand District purchased it from James Thomson, in October 1986; and further narrated the build up to the district resolving to sell the farm in December 2006, and later withdrawing the sale of the farm in December 2009. Additionally, the chapter has pointed out two ethical anomalies with Sedcom: first, Sedcom failed to abide to the instruction of the district to withdraw the sale of Diswilmar; second, Sedcom sold the farm against the will of the district, albeit the association was acting on the mandate of the special business session. Chapter 6 shall give an ethical perspective on Sedcom.

CHAPTER 6 A CHRISTIAN-ETHICAL ASSESSMENT OF SEDCOM

6.1 Introduction:

The preceding five chapters have done intensive research on Sedcom and all the hierarchical levels of the SDA Church, chapter six climaxes with a Christian-ethical assessment evaluating the relevance of Sedcom in the democratic South Africa. The intention of this chapter is to promulgate supplementary methods which Sedcom may explore to redress the inequalities in land usage and ownership in local Conferences of the SDA Church within South Africa.

6.2 Summary of findings:

The problem statement in the first chapter concedes that the sale of Diswilmar farm, albeit against the will of the West-Rand District, may have avoided the R38 million lawsuit, but it has left the TOC separated into two factions. The higher structures of the SDA Church in Southern Africa, i.e., the Southern-Africa Union Conference (SAU), and the Southern Africa-Indian Ocean Division (SID) have, for the past ten years, been unable to resolve the impasse within the TOC.

The second chapter enlisted the five hierarchical levels of the SDA Church, so that the reader understands the circumstances around which the contended decision of selling Diswilmar farm was taken; provided a diagram demonstrating where, in the hierarchical structure, the special session of February 24th, 2013, was held; and pointed out the various policy violations committed before and during the 2013 session.

Although the SAU operated within the prescripts of article 2 section 2.4(b) of the TOC constitution, which permits SAU to convene the TOC special business session, the session notice published only one agenda item to be discussed. Perturbingly, the special session entertained items which were not published in the notice, thus disadvantaging local church delegates, because they were not mandated by their respective churches on what their position should be on those additional items.

The session was not an elective session, yet the sitting ultimately voted to remove the TOC executive and subsequently elected an interim TOC executive to replace the ousted leadership. Furthermore, the session notice was sent directly to the local churches and thus bypassing the local conference responsible for the said churches.

The order that prevails in the SDA Church is that whenever the higher structure calls for a special constituency meeting of a lower structure, in this case the TOC, the local conference should

convene its executive committee, and invite the higher structure for discussions on a mutually cooperative approach to follow in convening the special session.

The three Christian-ethical principles discussed in the third chapter are land redemption method; denominational land scrutiny; and land reform. Land redemption method advocates that the land which was sold to a particular buyer should be redeemable when the seller has accumulated means to repurchase the land; when a kinsman redeemer repays the buyer on behalf of the seller; or alternatively, the seller may reclaim, without compensation, the land from the buyer in the year of jubilee, which is 50 years after the selling of the land.

Denominational land scrutiny promotes that various denominations should conduct total audits of their own church-owned land, with an intention of meaningfully participating in the land reform programme of returning the land to its rightful owners; and encourages the religious sector to participate in the skills development of communities to which land has been redistributed.

Land reform calls for the need to abolish the 1937 Deeds Registries Act which perpetuates and secures land ownership to the minority and hampers the success of the land reform programme. Thus, the state would need to establish a constitutional way of implementing land deprivation non-arbitrarily.

The history of Sedcom and how it functions, as narrated in the fourth chapter, provides the reader with information about the committees and subcommittees involved in the operation of the association, so that the reader understands the ethical anomalies practised by Sedcom, which chapter five has pointed out. The chapter has also listed the aims and objectives of Sedcom.

The fifth chapter discussed the Diswilmar farm in detail, to allow the reader to apply their own mind, even though the study shall draw its own conclusions and recommendations. The chapter narrated the history from October 21st, 1986, when the West-Rand District signed the Offer to Purchase (OTP) Diswilmar farm from James and Anna Thomson. The chapter proceeded to December 19th, 2006, when Sedcom signed a R 9.6 million sale agreement with Prestige Park, following a mandate from the West-Rand and TOC to sell the farm; and subsequently mentioned the December 11th, 2009, resolution of the West-Rand District and the TOC to cancel the sale of the farm because Prestige Park had failed to pay the R 500 000 deposit and the R 9.1 million balance, within the stipulated period of time.

Moreover, Sedcom stalled the implementation of the instruction to terminate the sale of Diswilmar farm, because their appointed conveyancer had been in possession of the required guarantees which secured the payment of the R 9.1 million balance since February 09th, 2010, as per the

contents of van der Watt's letter of April 07th, 2010. Sedcom neglected to communicate such crucial information to the TOC and the West-Rand District. Additionally, Sedcom sold the farm against the express instruction of the West-Rand District, albeit the association was carrying out the mandate of the special business session.

6.3 Conclusion:

The central theoretical argument of the entire study advocates that local conferences should be at liberty to either retain Sedcom as their property-holding entity or establish one at their own discretion. The argument stated above emanates from the realisation that the root cause of the TOC division is land ownership, because Diswilmar farm was sold without the consent of its rightful owners, the West-Rand District.

The working policies of the Seventh-day Adventist (SDA) Church do not prohibit conferences to appoint nor establish a denominational corporate entity for holding their assets. The General Conference working policy S 55 05 (2019:535) on property ownership proscribes individuals, trustees, and local congregations from owning church property, but makes no pronouncement against conferences. Similarly, the SID working policy BA 25 20 (2018:112) makes provision for the division to permit union conferences to establish property-holding entities. Thus, the SAU appointed Sedcom to serve both the SAU and all local conferences in its region as a real estate trustee (SAU working policy, 2015:386).

However, BA 25 01 of the SID working policy (2018:111) emphasises the need for organisations to have a legal persona, such as a corporation, in order to exercise their duties and be accountable for their own liabilities. The incorporation of such legal entities is subject to division policy. Moreover, BA 25 05 points out that the GC, SID, SAU, and TOC have separate legal identities; neither of the organisations mentioned above assumes responsibility for the liabilities, debts, and actions of another (SID working policy, 2018:111, 112). Finally, BA 25 10 demands that all division subsidiary organisations, such as TOC, which seek to form legal corporations, must comply with the division policy regarding the formation of legal entities and receive authorisation from their own executive committee (SID working policy, 2018:112).

The TOC, after the 2011 special business session, revised their constitution to include articles 8 and article 13 which grant the conference the authority to appoint, establish, or repeal trust services, provided a two-thirds majority votes in favour of the action; and further states that all immovable property belonging to the conference, shall be held by the appointed property-holding entity of the conference.

Therefore, the establishment of Baleti Trust was in no violation of any policy provisions of the SDA Church. The reluctance of Sedcom to release the immovable assets of the TOC into a property-holding entity established by the conference, is unethical and a violation of policy, and further disadvantages the TOC Alberton local churches from developing their church buildings, because the majority of their title deeds are registered under Sedcom. The fact that SAU, as per their letter dated April 20th, 2021, does not recognise TOC Alberton as a Conference, further makes it questionable for both the union and Sedcom to hold onto the properties belonging to TOC Alberton.

Insofar as the TOC division is concerned, the General Conference needs to intervene by organising a meeting, in the interest of unity, with TOC-A, TOC-OG, SAU, Sedcom, and the SID to negotiate a peace treaty. The onus would be upon each stakeholder to engage in good faith, and each party must approach the negotiation table with open-mindedness as opposed to myopic rigidity.

6.3.1 The Peace Treaty – Redressing February 24th, 2013:

The stakeholders mentioned earlier, each have core points that they would likely approach the envisaged negotiation table with. The central desire of TOC-A is land ownership; TOC-OG intends to implement the March 28th, 2018, court order without deviations and preconditions; the SAU anchors on the principle that TOC-A is not an organised conference, an action which would be the competency of the union; the SID endorses the TOC leadership which was elected in the three sessions of February 24th, 2013; October 24th-27th, 2013; and October 20th-23rd, 2016, held before the March 2018 judgement; and the GC presides as chairperson of the peace treaty.

The point of convergence, in the opinion of this study, would be to empower the TOC-OG to convene a joint regular session in October 2025; and dedicate 2024 to a series of meetings whose focus would be to iron out factors that may hinder the success of the business session, factors such as the retention of pastors and support staff which was employed between February 2013 and the present day.

The 40-member TOC executive committee, which would be elected in that 2025 session, should have representatives of both TOC-A and TOC-OG, as per the dictates of paragraph 158.6.2 of the court order. The mandate of that 2025 executive, amongst others, should be to facilitate one of two things: first, the official integration of Baleti Trust as an additional property-holding entity; or second, the establishment of another property-holding entity for the TOC, in accordance with the SID working policy.

The local churches and districts would subsequently decide whether to retain their immovable properties with Sedcom, or have it held in trust by Baleti. The SAU and Sedcom would then expedite the allocation of immovable assets and other church properties to the appointed trust services, in accordance with the resolutions that districts would have voted upon. The envisioned development stated above does not negate the role and importance of Sedcom in brokering peace and unity in the TOC region.

The second mandate, which the study proposes, for the 2025 executive would be to initiate discussions with the SAU to officially organise and welcome the TOC-A into the sisterhood of conferences, during the 7th SAU regular business session of 2027. The reason that the study advocates for SAU to organise TOC-A in 2027 is to minimise hostility and ensure that peace and unity is fostered before establishing another conference.

6.3.2 The Christian-ethical principles of chapter 3:

Although the study has pointed out that it was unethical for Sedcom to stall the implementation of the instruction to withdraw the sale of Diswilmar farm; to withhold information from the TOC pertaining the guarantees securing the payment of the R 9.1 million balance; to proceed with the sale of the farm against the express wishes of the district; and to forcefully retain the immovable properties of the TOC-A, even after the conference has requested Sedcom to release them; Sedcom still has an important role to play in the equitable redistribution of land back to the rightful owners.

The first principle of land redemption, as taught in Leviticus 25:23-28, would require of Sedcom to conduct an audit of the land that has been registered in their name for 50 years and longer, by black churches which were forbidden by the state laws of the colonial era to own land. The SAU and Sedcom would have to assist conferences to which the land would be distributed, to establish property-holding corporations which would aid these conferences to grow financially, while ensuring that there would be accountability and proper usage for the land.

The denominational land scrutiny principle not only calls for churches to conduct land audits, it further calls for churches to avoid merely redistributing land to its rightful owners, but to provide skills development and training in the field of agriculture. Therefore, it would be good for Sedcom, in cooperation with conferences in the SAU region, to fund the academic training of church members who have an interest in agriculture. The training of these members would ensure that arable land is used efficiently to benefit the conference financially, and to help members create a sustainable livelihood from the land restored.

The aim of land reform, when interpreted in the context of the SDA Church in South Africa, is to evaluate the property policies of the church on land usage and ownership, to determine whether they promote the principles of democracy, equality, and the de-racialisation of land ownership.

The working policies of the GC, SID, and SAU, as quoted earlier in the chapter, are not racially discriminatory nor counter democratic. However, in practise the church is racially unequal in terms of land usage and ownership. Sedcom, between 2015 and 2022, has had 46 immovable properties valued at R 52 834 951 registered in their name; and after selling 23 of those properties, the value of Sedcom increased by R 21 657 451. The TOC, particularly TOC-A, most of whose immovable property is held by Sedcom, has not benefitted financially from the above-stated proceeds of Sedcom.

6.3.3 Summary of contributions:

The study is an addition to the already existing research on the contribution of various church denominations to land restitution. The research has sought to present the history of Sedcom during and post the colonial era, to juxtapose what the role of Sedcom should be in the democratic South Africa, different from what it was in the colonial state.

6.4 Suggestions for further research:

The study has taken interest in two important factors regarding the operation of Sedcom in relation to the Conferences, whose properties the association holds in trust: there is need to research on what the Sedcom insurance prerequisites are for covering local church buildings, and to further establish how many church buildings in the TOC fulfil those requirements in the present day; moreover, it is necessary to investigate how much money, from the proceeds that Sedcom receives after selling immovable property, is shared with the district and conference to whom the property belonged.

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LETTER OF AUTHORISATION

SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 181
Alberton
1450

2nd Floor, Old Mutual Building
31 Cnr. Helston & NewQuay Rds
New Redruth
Alberton
1449

011 907 0926
Fax: 086 425 8628

Professor AL Rheeder
Building K23, Office 209
Faculty of Theology
North-West University

13th February 2024

RE: Authorisation for the Use and Publishing of Official Church Documents

Dear Professor AL Rheeder,

The letter serves as confirmation that your student of the below stated details, who is also our employee, has been granted continual permission, unfettered access, and use of all documentation which narrate the history of **Diswilmar Farm**. Furthermore, we authorize him to publish the letters between the West-Rand District, the Trans-Orange Conference, and Sedcom from the year 1986 to 2022.

Name: **Thato MacDonald Boweni**
ID Number: **940812 5258 083**
Student Number: **34491864**
Ethics Number: **NWU-00851-22-S6**

We trust that you and the examiner will assist him in this regard, and in the interest of helping him to achieve his academic objectives.

Yours Sincerely,

TEBOGO SEGOPA (Pastor)
EXECUTIVE SECRETARY
(+27) 72 060 0365
executivesecretary@tocalberton.org.za

M A SETSIBA (Pastor)
PRESIDENT/ACTING CFO
(+27) 82 498 4934
ma.setsiba@gmail.com

ANNEXURES: OCTOBER 1986 – JUNE 1997

ANNEXURE 1: 21 OCTOBER 1986 OTP

OFFER TO PURCHASE

Midwest Real Estate | Gertie Awerbuch & Associates (Pty.) Ltd. | Schoeman Real Estate | Westland Real Estate

Members of the Institute of Estate Agents

20 Main Road
Melville
Johannesburg

P.O. Box 29166
Melville 2109

Tel: 482-1433

TO James Thomson
(hereinafter referred to as the Seller)

OF: Box 328 Krugersdorp

I/We, the undersigned, SEDCOM (INCORPORATED ASSOCIATION NOT FOR GAIN No.04/02194/08)
(hereinafter referred to as the Purchaser)

OF: 110 Selborne Ave (P O Box 468 BLOEMF(

(which addresses the Seller and Purchaser respectively hereby select as their domicilium citandi et executandi for all purposes hereof) hereby offer to purchase through the Agency of

(hereinafter referred to as the Agent/s:

FREEHOLD/~~LEASEHOLD~~ ~~STAND~~ PLOTS Nos B & 15, DISWILMAR, Krugersdorp.

SITUATE AT AND BEING:

in extent 10 Ha (Total).

(hereinafter referred to as the Property) as more fully described in the current and/or prior Title Deeds of the Property and subject to all conditions and servitudes mentioned or referred to therein, and to all such other conditions and servitudes which may exist in regard thereto, in the condition and to the extent such as it now lies Voetstoots; ON THE FOLLOWING CONDITIONS:

1. The PURCHASE PRICE is R 215 000,00 (Two hundred and fifteen thousand rand) payable as follows:—

   (a) Cash on acceptance of this offer R 30 000,00 (Thirty thousand rand) to be deposited with the Agents and held by them in trust in accordance with the provisions of the Estates Agents Act No. 112 of 1976.

   (b) The balance of R 185 000,00 (One hundred and eighty five thousand rand) shall be payable in cash free of exchange at Johannesburg against registration of transfer into the name of the Purchaser, to be secured by Banker's or Building Society or other approved Guarantee/s. Such Guarantees to be furnished by not later than ~~the~~ 30 days of granting of bond (see Clause 5)

2. TRANSFER shall be effected by the Seller's Conveyancers (hereinafter referred to as the Conveyancers) within a reasonable period after the Purchaser has complied with Clause 1 hereof. All costs, including Transfer/stamp duty shall be paid by the Purchaser upon request by the Conveyancers. The Seller and Purchaser hereby undertake to forthwith complete, sign and furnish all such documents and forms as may be required of them to fulfill this agreement, including Bond applications, as required.

3. ALL BENEFITS AND RISKS of ownership of the Property shall be given and passed to the Purchaser on registration of transfer from which date the Purchaser shall be entitled to the rents, if any accruing from the Property and shall be liable for rates and taxes and other imposts levied on the Property. The Purchaser shall refund to the Seller the proportionate share of such rates and levies as the Seller may have paid in advance beyond the date of transfer.

4. *OCCUPATION of the Property shall be given to and taken by the Purchaser on Registration & Transfer or as otherwise agreed. Should the date of registration of transfer not coincide with the date of occupation, the party enjoying such occupation while the Property is registered in the name of the other party shall pay to him, in consideration for and for the period of such occupation, a rental of: R 1000,00 per month, payable monthly in advance at the offices of the Conveyancers. In the event that the sale constituted in terms of the acceptance of this offer be cancelled for any reason, (and if the Purchaser has taken occupation), he shall forthwith vacate the property, it is accordingly confirmed that no tenancy has been established.

5. *Or, the Purchaser acknowledges having been informed that the Property is let to tenants and that this purchase is subject to the tenant's rights under such tenancy and/or the Rents Act No. 43/1950 as amended.

*Delete whichever does not apply.

The agreement resulting from the acceptance of this offer shall be subject to the condition that the Purchaser or the Agent or Seller is successful in obtaining a loan or loans for the Purchaser on the security of first and/or second bond/s over the property (or over the property and any other property which

...e Purchaser may own) for a total of not less than R 185 000,00 within 60 days from date of acceptance of this offer. Such loan/s shall be from a registered Building Society and/or a Financial Institution and/or Entity on a long term basis at prevailing Building Society or Institutional interest rates. It is recorded that:

(a) The Purchaser undertakes (i) to produce if so required, a certificate from his employer or auditor as to his total gross monthly income; (ii) if so required by the Building Society or Bank, to obtain a Deed or Deeds of Suretyship from such person/s nominated or specified herein.

(b) It shall be constituted as a breach by the Purchaser within the meaning of Clause 8 hereof or alternatively shall (at the Seller's option) entitle the Seller to regard Clause 5 hereof as having been fulfilled if, after demand by the Seller or Building Society or Bank or Agent, there is failure on the part of (i) the Purchaser to sign any application for a Bond or Bonds or any documents necessary to procure the granting or registration of such Bond or Bonds, and to furnish relevant information or to pay the costs of or incidental to registration of any Bond or Bonds and/or (ii) any person nominated by the Purchaser to sign a Deed or Deeds of Suretyship, as contemplated above, to sign such Deed or Deeds of Suretyship or to furnish relevant information.

(c) Should the monies as specified herein, not be obtained as required, and/or any added suspensive conditions not be fulfilled, this sale shall automatically be cancelled and be of no force or effect and any funds held in terms of Clause 1(a) shall be refunded.

(d) Other conditions: Notwithstanding anything to the contrary herein contained, it is recorded that if the sale is conditional upon a loan being obtained by/for the Purchaser, then (i) Upon advice being given by or to the Agent that such Bond has been approved in principal the said condition/s will be deemed to have been fulfilled; (ii) such approval in principal to be within 60 days from date of last signatory hereto; (iii) The time extension provided for in Clause 6 shall also apply in Sub-Clause (ii) hereof.

In the event of there being unavoidable delays in obtaining the Bond or Bonds required herein and/or furnishing guarantees with the period specified herein, the Seller and Purchaser hereby agree to an extension of sixty (60) days for the guarantee period herein.

(a) AGENTS COMMISSION shall be paid by the Seller ~~in terms of the tariff of the Institute of Estate Agents of South Africa (Southern Transvaal Branch)~~ shared Purchaser as follows R10000 by the Seller and R5000 by the Purchaser provided that should the Purchaser fail to carry out his obligations in terms hereof, the Agent shall be entitled to recover such commission from him. Furthermore, it is recorded that should the sale be cancelled by mutual consent or unilaterally by the Seller, the Agent shall be entitled to commission in terms of this Clause. Agent's commission shall be the first charge against the deposit referred to in Clause 1(a) hereof and shall be deemed to have been earned on fulfillment of any suspensive conditions. The Agent shall be entitled to cede part of its claim for commission and part of its rights to deduct such commission from the aforesaid deposit.

(b) Signature of this Agreement by the Seller constitutes:
(i) An acknowledgement of Agency and instructions to sell from the Seller to the Agent.
(ii) The Agreement to and approval of any variations of the instruction to sell (mandate).

8. Should the Purchaser fail to comply with any terms and conditions of this Agreement and remain in default for a period of 7 (seven) days after despatch per registered post of written notice requiring such default to be remedied, the Seller shall be entitled (without prejudice to any other rights he may have at law) to cancel this Agreement forthwith and receive or retain as rouwkoop or as a genuine pre-estimate of damages or on account of any pending determination by a Court of the actual damages sustained, the balance of the deposit and any other monies paid by the Purchaser after deduction of the commission payable to the Agent in terms of Clause 7 herein, or enforce performance of the terms of this agreement.

9. For the purpose for all and any legal proceedings arising from this agreement, the parties consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944 as amended, notwithstanding that such proceedings are otherwise beyond the jurisdiction. This clause shall be deemed to be the required consent conferring jurisdiction upon the said Court persuant of Section 45 of the said Act. Any aggrieved party may institute action in any other competent court having jurisdiction.

10. The Agents have the right to display a sold sign on view to the public at the Property from the date of sale until 180 days after registration of transfer.

11. This offer is irrevocable until 24,00hrs 21st Oct. 19 86 ~~a.m./p.m.~~ on ..... 19 ..... and when accepted by the Seller (i) creates a binding contract whether or not notification of such acceptance has been received by either party and (ii) constitutes the entire contract between the parties and no representations made by or on behalf of, either party shall be of any force or effect unless written into this Agreement. (iii) is the Seller's warranty as to his right to dispose of the Property.

12. The Property is sold with all fixtures of a permanent nature (which the Seller warrants are his exclusive property and fully paid for) including garden trees/shrubs/plants, stove, electrical light fittings/shades and (if any); curtain rails/rods/pelmets, swimming pool equipment/filters/-motors, fitted carpets, tennis court net, anthracite/oil heater, fireplace grate/blower, fitted kitchen units, venetian blinds/awnings, post box, T.V. aerial, burglar alarm system, door bell knobs.

The PURCHASER warrants that he qualifies and is eligible for a Staff Loan, and/or a subsidy for the Loan referred to in Clause 5 hereof, (the "Loan") for a property at the Price from or supplied by his Employers, Messrs. (the "Employe-

for an amount of not less than R per mo

The agreement resulting from acceptance of this offer shall, subject to Clause 14 be subject to the condition that the EMPLOYER approves in writing, the LOAN by (the "Approval Date") If the EMPLOYER does not approve the LOAN, the PURCHASER shall be obliged to hand to the AGENT written confirmation by the EMPLOYER of such fact by the APPROVAL DATE (in which event the sale shall be null and void), failing which, at the sole discretion of the SELLER, the SELLER shall be entitled to hold the PURCHASER bound by the terms hereof. Notwithstanding the aforegoing and subject to the provisions of Clause 7 the PURCHASER shall be liable to the AGENT for commission in the event of: (a) the PURCHASER failing to give notification or to supply the Certificate of the EMPLOYER'S confirmation provided for in this paragraph and (b) the SELLER exercising his option not to hold the PURCHASER bound by the terms of the contract.

14. If the said loan/s is/are raised or approved for an amount which is less than the amount stipulated in Clause 5, by an amount not exceeding R (the shortfall) (i) then the Purchaser undertakes to pay the said shortfall to the conveyancers by the due date of the guarantee/s, and the raising of the loan for such lesser sum shall be deemed to be a fulfillment of the condition in Clause 5 or (ii) the shortfall shall be secured by the Purchaser registering a second mortgage bond in favour of the Seller if the Seller agrees thereto. Such second bond shall be at Building Society rates. The bond shall be for a period of years and may, if the parties agree thereto, require only interest to be paid monthly for such period.

15. This offer is subject to the sale of the Purchaser's property being for a gross price of not less than R and/or a price acceptable to the Purchaser within days of acceptance hereof through the Agency. In the event of the Seller receiving an unconditional offer for the purchase of his/her/its property within the above-mentioned period, the Seller shall give the Purchaser written notice to delete this suspensive condition within hours/days of receipt by the Purchaser of such written notice and in the event of the Purchaser not agreeing to delete the suspensive clause the Seller shall have the right to resile from this agreement and in such event the sale constituted by acceptance of this offer shall be deemed to be null and void.

16. If the PURCHASER acts in the capacity as AGENT OR TRUSTEE FOR A COMPANY OR A CLOSED CORPORATION (the "COMPANY") to be formed, the PUCHASER shall be personally liable should the purchasing company not be formed within 60 days hereof or if, when it is formed, it does not ratify and adopt this Agreement without modification within 30 days of its formation. In the event of the COMPANY having been duly formed and having ratified and adopted this Agreement, and in any event, the PURCHASER shall be deemed personally bound by his signature hereto as surely and co-principal debtor for the fulfilment of all the COMPANY'S obligations in terms hereof. If the PURCHASER is a Company already formed, the person signing this document on behalf of such company warrants that he is duly authorised thereto. If the SELLER is a Company, the party signing this document on behalf of such company hereby in his personal capacity warrants that he is duly authorised hereto on behalf of such company.

ALTERNATIVELY:

If the Company which is in existence at the date of signature hereof fails to adopt this Agreement or commits any other breach of the conditions of the undertakings of purchaser herein, the party signing shall be deemed to be the Purchaser personally.

19. This offer to purchase is subject to the purchaser herein confirming in respect of the signatories for the purchaser, their authority as signatories by the 4th November 1986.

20. This offer is further subject to the seller herein providing the collateral necessary to secure the Bond required under this agreement, which collateral shall be provided from the proceeds of this sale.

WITNESS: ..... PURCHASER: .....

PLACE: Roodepoort DATE: 21/10/86

Assisted by me, the Purchaser's ..... being also personally bound jointly and severally in solidum to the provisions by my signature.

.....
(HUSBAND/PARENT)

And I/We ..... hereby bind myself/ourselves jointly and severally in solidum as surely and co-principal debtor for the Bond(s) to be raised in terms of this agreement, if required to do so, and to all other terms and conditions of this agreement.

PLACE ..... DATE: ..... SURETY.

PLACE ACCEPTED Roodepoort DATE: 21/10/86 TIME: 6.50

WITNESS: ..... SELLER .....

We hereby accept the benefit(s) of the Contract (Stipulatio Alteri)

..... Agent

INFORMATION FOR TRANSFER/LOAN APPLICATION PURPOSES

PURCHASER	FULL NAMES	SELLER
(i) per Fanie KLUMBANE		
(ii) and Timothy MTSHALI		
SEDCOM (INCORPORATED ASSN NOT FOR GAIN)	Maiden Name/I.D. No.	
(Reg No. 04/02194/08)	Husband's Full Name	
P O Box 468) 110 Selborne Ave) BLOEMFONTEIN 9300	How married	
Secretary : J BEKKER	Where married	
His: Hers:	Dates of Birth:	His: Hers:
His: Hers:	Places of Birth:	His: Hers:
(i) (Res): 673 1200 (Res): 9362814 His: Hers: (ii) (Bus): 886701 (Bus): 9393528	Phone Numbers	(Res): 6621542 (Res): His: Hers: (Bus): (Bus):
	Present Address	Box 328 Krugersdorp

His: (Occupation) .....

Hers: (Occupation) .....

Business Address:

(Period Employed) ( )

Gross monthly Salary/Income ..... R .....

Wife/Husband ..... R .....

Other ..... R .....

Total ..... R .....

Bond Holder: Branch

Approx. Balance: R A/c. No.

Original Bond: R Any other Bonds

Future Address:

Purchaser's signature(s) as to above:

Future Phone No's Bus.:

CONVEYANCERS: Richard Read

ANNEXURE 2: 27 OCTOBER 1986 TOC LETTER

Trans-Orange Conference of the
Seventh-day Adventist Church

P.O. Box 343
Orlando East S.A.
1804

Telephones
(011) 833-2100/1/2

October 27, 1986

The Trans-Orange Conference of SEVENTH-DAY ADVENTISTS hereby confirms the offer to purchase the PLOT made in their name by FANIE HLUMBANE and TIMOTHY MTSHALI in respect of PLOTS 8 & 15 DISWILMAR, KRUGERSDORP in extent 10 Ha, at a purchase price of R215 000-00 with a Building Society Bond to secure such a purchase.

Yours faithfully

P M MAWELA
PRESIDENT

M R MITILENI
TREASURER

New Address: 6th Floor Sanlam Building
Corner Commissioner & Sauer Streets
P O Box 2599
JOHANNESBURG
2000

ANNEXURE 3: 20 MAY 1987 DEED OF TRANSFER

VAN HULSTEYNS,
Attorneys, Notaries &
Conveyancers,
JOHANNESBURG.

Prepared by me:

CONVEYANCER
A. G. FARNDELL

COPY-FOR RECORDS ONLY

Reg 68 (1)

BC 13332/02
KANSELLEER
CANCELLED
17 05 2002
DATA CAPTURE
NAGESIEN/VERIFIED
Johanna

B 27382/87
VERBIND
MORTGAGED
vir
for R 231 200,00
Aktekantoor
Deeds Office
PRETORIA
Registrateur
Registrar
DATUM
DATE 20/05/87

T 22252/87

D E E D O F T R A N S F E R

KNOW ALL MEN WHOM IT MAY CONCERN:

THAT ~~DAVID ARBUTHNOT TINDALL~~ ANNELI LOUBSER

appeared before me, the REGISTRAR OF DEEDS at PRETORIA, he, the said Appearer being duly authorised thereto by a Power of Attorney signed at Johannesburg on the 18th day of February, 1987, and granted to him by -

- JAMES -

TRANS-ORANGE CONFERENCE OF THE
SEVENTH-DAY ADVENTIST CHURCH
P.O. BOX 46061
ORANGE GROVE 2119
COPY

JAMES THOMSON

Identity No. 280329 5401 00 3

married in community of property to ANNA MARGARETHA THOMSON

WHITE GROUP

And the said Appearer declared that his said Principal had truly and legally sold and that he the said Appearer in his capacity aforesaid, did by these presents cede and transfer in full and free property to and on behalf of -

SEDCOM

No. 04/02194/08

an incorporated association not for gain

WHITE GROUP

its successors in title or assigns:-

1. HOLDING 8 DISWILMAR AGRICULTURAL HOLDINGS, Registration Division I.Q., Transvaal;

MEASURING 2,0215 (two comma nought two one five) hectares;

FIRST TRANSFERRED by Deed of Transfer T10378/1959 with Diagram S.G. A.1308/55 annexed and held by Deed of Transfer T.10379/1959.

- Subject -

Subject to the following conditions:-

1. All rights to minerals and precious stones including all rights which may be or become vested in the freehold owner to share in any proceeds which may accrue to the State from the disposal of the undermining rights of the land, and also the share of claim licence moneys and any share of rental or profits, which may accrue to any owner under any mining lease granted in respect of the land covered by the agricultural holdings and the like, are reserved by Willem Wouter Viljoen and his successors in title to such rights, as will more fully appear from Certificate of Mineral Rights 565/55 R.M. dated the 14th October 1955.

2. Dat wanneer enige van die Hoewes 1 - 54 (insluitend) en die Restant van Gedeelte van Gedeelte van die plaas Roodekrans Nr. 183, Registrasie Afdeling I.Q. (voorheen Nr. 83, distrik Krugersdorp) voormeld, groot as sodanig 322,5224 hektaar deur afsonderlike eienaars gehou word sal die volgende servitute en voorwaardes tussen die eienaars daarvan van toepassing wees -

2.1 Die water wat in die bestaande dam in die Krokodil Rivier op die Restant voormeld opgegaar word en wat vir gebruik beskikbaar gemaak word deur middel van die bestaande watervoor 'B' (wat gedeeltelik op Algemene Kaart S.G. A.2813/52 aangetoon word) sal uitsluitlik gebruik word deur Hoewes 28 - 34 en 52 - 54 (insluitend) en die voormelde Restant van gedeelte van Gedeelte van die gemelde plaas.

2.2 Die water voormeld sal deur die respektiewe eienaars van die voormelde eiendomme in die volgende verhouding gebruik word -

2.2.1 Deur die gemelde Restant vanaf 6 uur n.m. op Saterdag tot 6 uur n.m. op Vrydag van elke week;

2.2.2 Deur die gemelde Hoewes 26 - 34 en 52 - 54 gesamentlik vanaf 6 uur n.m. Vrydag tot 6 uur n.m. Saterdag van elke week;

2.2.3 Die metode van gebruik van die water deur hoewes 26 - 34 en 52 - 54 soos in paragraaf 2.2.2 uiteengesit sal onderling tussen die eienaars daarvan gereël word;

- 2.2.4 -

2.2.4 Die eienaars van Hoewes 33 en 34 sal ook geregtig wees om hulle aandeel van die water uit voormelde watervoor gemerk 'B' te lei deur middel van die bestaande watervoor 'C' wat op Algemene Kaart S.G. A.2813/52 aangetoon word;

2.2.5 Die eiendomme voormeld wat geregtig is tot gebruik van die water deur middel van watervore 'B' en 'C' soos in paragrawe 2.2.1 - 2.2.4 uiteengesit is sal respektiewelik waar nodig onderhewig wees aan en geregtig wees tot 'n serwituut van opdamming met betrekking tot die bestaande dam wat op die Restant van Gedeelte van Gedeelte van die gemelde plaas geleë is, en ook tot regte van deurleiding van water deur middel van die watervore 'B' en 'C' voormeld;

2.2.6 Die eienaars van eiendomme wat geregtig is tot die water in paragrawe 2.2.1 - 2.2.4 beskryf word sal respektiewelik bydra tot die koste van instandhouding, reparasie, vergroting, verbetering en skoonmaak van watervoor 'B' en die voormelde dam wat in die Krokodil Rivier geleë is in die volgende verhouding:

(a) Hoewes 26 - 34 en 52 - 54 gesamentlik 1/7de aandeel;

(b) Die voormelde Restant van gedeelte van Gedeelte van die gemelde plaas 6/7de aandeel;

met dien verstande egter dat die gemelde watervoor tot by die punt waar dit die Suidelike grens van Hoewe 26 oorkruis gesamentlik deur die eienaars van die eiendomme wat die gebruik van water daaruit geniet, skoongemaak, gerepareer vergroot en verbeter sal word op die eerste Maandag van April van elke jaar en sodanige ander tyde wanneer dit nodig geag mag word. Vanaf die Suidelike grens van Hoewe 26 voormeld sal die eienaar van elke hoewe verplig wees die watervoor gemerk 'B' op sy eie eiendom in goeie orde en reparasie te hou op sy eie koste. Watervoor 'c' sal deur die eienaars van Hoewes 33 en 34 gesamentlik in goeie orde en reparasie gehou word op hulle eie koste;

- 2.2.7 -

2.2.7 Ingeval enige eienaar weier of nalaat om sy verpligtings onder paragraaf 2.2.6 uit te voer sal die ander eienaars geregtig wees dit namens hom te doen en die koste daarvan van hom te eis.

3. Die eienaars van Hoewes 1 - 25 en 43 - 49 sal nie geregtig wees om enige water uit die Krokodil Rivier voormeld te gebruik nie.

4.1 The Holding is held as an agricultural holding and it may be used only for the purpose contemplated by the definition of that term contained in the Agricultural Holdings (Transvaal) Registration Act 1919.

That definition reads as follows:

"Agricultural holding shall mean a portion of land not less than 8565 square metres in extent used solely or mainly for the purpose of agriculture or horticulture or for keeping or breeding domestic animals, poultry or bees."

4.2 The applicant and any other person or body of persons, so authorised in writing by the Minister shall, for the purpose of securing the enforcement of these conditions, have the right and power at all reasonable times to enter into and upon the holding for the purpose of such inspection or inquiry as may be necessary to be made for the abovementioned purpose.

4.3.1 The Holding may not be subdivided nor may any portion of it be sold, leased or disposed of in any way without the written approval of the Board first had and obtained.

4.3.2 The Holding shall not be sold to or held jointly by two or more persons.

4.4.1 Not more than one dwelling house together with such outbuildings as are ordinarily required to be used in connection with a holding may be erected on the holding except in special circumstances and then only with the consent, in writing, of the Board which may prescribe such further conditions as it may deem necessary.

4.4.2 The dwelling house exclusive of the outbuildings to be erected on the holding shall be of the value of not less than R4 000,00.

- 4.4.3 -

4.4.3 The dwelling house shall be erected simultaneously with, or before the erection of the outbuildings, and it shall be a completed house and not one partly erected and intended for completion at a later date.

4.4.4 No building erected on the holding shall be located within a distance of 30,48 metres from the boundary of that holding abutting on a road.

4.4.5 No wood and/or iron buildings or buildings of unburnt clay-brick shall be erected on the holding.

4.4.6 Plans and specifications of all buildings or additions or alterations shall be submitted to the local authority whose approval in writing shall be obtained before the commencement of building operations. All buildings or additions or alterations to buildings shall be completed within a reasonable time after commencement.

4.4.7 No store or place of business whatsoever may be opened or conducted on the holding.

4.4.8 The owner shall fence the holding and maintain such fence in good order and repair.

4.4.9 Neither the owner nor any other person shall have the right to make or permit to be made upon the holding for any purpose whatsoever any bricks, tiles, earthenware pipes or other articles of a like nature.

4.4.10 A system of sanitation which complies with the requirements and specifications of the local authority shall be installed.

DEFINITIONS:

In the foregoing conditions the following terms shall have the meaning assigned to them:

(i) "Applicant" shall mean Willem Wouter Viljoen and his successors in title to the agricultural holdings.

(ii) "Board" shall mean the Board constituted under the Agricultural Holdings (Transvaal) Registration Act, 22 of 1919.

- (iii) -

(iii) "Dwelling house" shall mean a house designed for use as a dwelling for a single family.

(iv) "Large stocks" shall mean equines, bovines and their hybrids.

Subject further to such conditions as are mentioned or referred to in the aforesaid deeds.

2. HOLDING 15 DISWILMAR AGRICULTURAL HOLDINGS, Registration Division I.Q., Transvaal;

MEASURING 2,0215 (two comma nought two one five) hectares;

FIRST TRANSFERRED by Deed of Transfer T 10378/1959 with Diagram S.G. A.1313/55 annexed and held by Deed of Transfer T.10379/1959.

Subject to conditions 1 to 4 more fully referred to under paragraph 1 above, condition 1 whereof refers to the reservation of mineral rights.

Subject further to such conditions as are mentioned or referred to in the aforesaid deeds.

Wherefore the Appearer, renouncing all the right and title which the said -

JAMES THOMSON

- heretofore -

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of and disentitled to the same, and that by virtue of these presents, the said -

SEDCOM

its successors in title or assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of R215 000,00 (two hundred and fifteen thousand rand) and the date of sale to have been the 21st day of October 1986.

IN WITNESS WHEREOF, I, the said REGISTRAR, together with the Appearer, q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at PRETORIA, on 20/05/87

q.q.

In my presence,

REGISTRAR OF DEEDS

ANNEXURE 4: 20 MAY 1987 PERM LETTER + 27 MAY 1987 LETTER

South African
Permanent
Building Society

Perm

WES TVL. MORTGAGE Branch Telephone 665 3120 P.O. Box 148 KRUGERSDORP

Sedcom (Incorporated Association
not for Gain
P O Box 468
BLOEMFONTEIN
9300

Our ref: Mrs. van Niekerk/db
20 May 1987

Dear Sir

REGISTRATION OF MORTGAGE BOND

PLOT 8 & 15 DISWILMAR KRUGERSDORP

We have pleasure in advising you that the mortgage bond of R185 000,00 has been registered, and we wish to draw your attention to the following:

MONTHLY REPAYMENTS: The loan is repayable at the rate of R2 331,00 per month inclusive of interest and capital. Your repayments are due not later than the fifteenth day of each month, commencing on the 1 July 1987 NB

PAYMENT OF INSTALMENTS: All instalments are to be paid at the offices of the Society or at the offices of any accredited agent of the Society. We cannot accept any responsibility if you pay your instalments through an agent who is not an accredited agent of the Society.

The Society in accordance with normal commercial practice will not issue receipts for cheques received through the post or for payments made by bank stop orders, unless requested to do so.

A statement of your account may be obtained from time to time on request. Please refer any queries direct to the Society's Auditors.

CORRESPONDENCE: You are expressly requested to quote your A/c. No. 18811144-00101 on all deposit slips and in any correspondence which is addressed to the Society or its agents. Always write to the Manager and not to individuals employed either by the Society or its agents. NB

POSTAL ADDRESS: YOU SHOULD NOTIFY THE SOCIETY AT ONCE IF YOU CHANGE YOUR POSTAL ADDRESS.

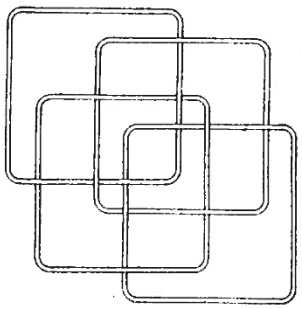
If there are any other matters in connection with the loan which you do not understand fully please consult at once with the Society or its agents. We will be only too pleased to assist you.

Yours sincerely,

Manager

RECEIVE
1987 -05 27
ONTVAN

SEDCOM (Established/Gestig 1921)
INCORPORATED ASSOCIATION NOT FOR GAIN
INGELYFDE VERENIGING SONDER WINSOOGMERK
Co Reg No 04/02194/08
110 Selborne Av./Laan BLOEMFONTEIN 9301
☎ (051) 7-8271/2 • ⚡ 26-7036 • ✉ 468 • BLOEMFONTEIN 9300



OUR REF. ONS VERW. J Bekker/heyw
YOUR REF. U VERW.

27 May 1987

Pastor P M Mawela
P O Box 2599
JOHANNESBURG
2000

Dear Pastor Mawela

MORTGAGE BOND PLOT 8 & 15 DIWSILMAR

Enclosed herewith is a copy of a letter from the S A Perm in regard to the monthly repayments on the above Bond.

Kindly note that the monthly payment of R2331 is due on the 1st day of each month commencing 1 July 1987. In order to provide for delays in the mail, we would urge that you set a deadline for payment on the 5th of each month. When making payment please quote your account number, namely, 11811144-00101.

May God richly bless you in your service for Him.

Yours sincerely

Mrs H E van Wyk

ANNEXURE 5: 05 MARCH 1988 PERM LETTER + 28 MARCH LETTER

Perm

South African Permanent Building Society

Suid-Afrikaanse Permanente Bouvereniging

FINAL NOTICE 5/03/88

263
THE SECRETARY
SEDCOM INCORPORATED ASSN
NOT FOR GAIN
P O BOX 468
BLOEMFONTEIN
9300

RECEIVED
1988 -03- 15
ONTVANG

Dear Perm Client

BOND ACCOUNT 18811144-00101

We refer to our previous request and note that, according to our records, the amount of R 2331,00 due in respect of the monthly repayments on your above account, remains unpaid.

We urge you to deposit the amount outstanding without delay. Failing prompt payment, action against you in terms of the bond conditions might be necessary.

We also remind you that your next repayment is due by 15/03/88.

There is still time to save the situation if you react now by contacting the Perm Branch which controls your account.

If ever the amount outstanding equals two or more monthly repayments, an additional interest charge of 2% on the full balance owing will be levied and will remain in effect until the 15th of the month following the date on which the arrear repayments have been liquidated in full.

Interest is calculated on your bond as at the 15th of each month. Repayments should be made on or before this date to avoid additional interest being charged.

Please ignore this request if the amount outstanding was deposited after the date of this letter.

Yours faithfully

MANAGER.

PLEASE DIRECT ANY QUERIES TO THE PERM BRANCH WHICH CONTROLS YOUR ACCOUNT

SEDCOM (Established/Gestig 1921)
INCORPORATED ASSOCIATION NOT FOR GAIN
INGELYFDE VERENIGING SONDER WINSOOGMERK

110 Selborne Av./Laan BLOEMFONTEIN 9301
☎ (051) 47-8271/2 • ⚡ 26-7036 • ✉ 468 • BLOEMFONTEIN 9300

OUR REF. / ONS VERW. sed.0241

YOUR REF. / U VERW.

28 March 1988

Pastor P M Mawela
P O Box 2599
JOHANNESBURG
2000

Dear Pastor Mawela

BOND REPAYMENTS: DISWILMAR PROPERTY

Our telephone conversation on the 22nd instant refers.

Attached herewith please find a copy of the letter received from the South African Permanent Building Society.

Please contact them as soon as possible and resolve this misunderstanding.

With kind Christian greetings,

Yours sincerely,

J. Bekker / lvdn

J BEKKER
Secretary

lvdn
Encl

ANNEXURE 6: 30 JUNE 1997 DISTRICT FINANCIAL REPORT

West Rand Camp Meeting Fund Report : No. 2 (1997)
30 June 1997

Opening Balance R 2 083.92

LESS: Expenses

Catering (District Convention)	R 300.00	
TOC: Dept. Training	R 300.00	
	R 600.00	R 600.00
		R 1 483.92

Please Note: Bank Charges are not reflected in this report. Minimum monthly service fee : R28.13. Taking this into account this account should be far less than is reflected above.

The following Convention accounts are still outstanding:

1. Nkosi K.	Orlando East	50.00
2. Mncube B.	Zondi	70.00
3. Kaunda V.	Orlando East	70.00
4. Mncube M.	Zondi	70.00
5. Maforah J	Protea	50.00
6. Malunga S.	Zondi	50.00
7. Ngwenya C.	Zondi	50.00
8. Mncube A.	Zondi	50.00
9. Moyo D.	Zondi	50.00
10. Ngwenya Nqobile	Zondi	50.00
11. Nhlapo Jackie	Zondi	50.00
12. Msimang Papi	Dube	50.00
		660.00

Elders, please help to expedite the settlement of these accounts.

Ebenhezer Progress Report

01 August 1995	Balance	R 179 357.56
18 August 1995	Payment	10 000.00
	Balance	R 169 359.56
23 August 1995	Payment	30 000.00
	Balance	R 139 359.56
01 September 1995	Interest	2 645.59
01 October 1995	Interest	2 188.40
01 November 1995	Interest	2 296.20
01 December 1995	Interest	2 257.52
	Balance	R 148 745.27
12 December 1995	Payment	7 700.00
	Balance	R 141 045.27
01 January 1996	Interest	2 289.61
	Balance	R 143 334.88
30 January 1996	Payment	8 000.00
	Balance	R 135 334.88
01 February 1996	Interest	2 274.34
01 March 1996	Interest	2 050.00
02 March 1996	Insurance	1 103.50
	Balance	R 140 759.72
27 March 1996	Payment	3 400.00
	Balance	R 137 359.72
01 April 1996	Interest	4 388.94
01 May 1996	Interest	2 424.29
01 June 1996	Interest	2 458.84
01 July 1996	Interest	2 459.60
01 August 1996	Interest	2 500.85
01 September 1996	Interest	2 460.78
01 October 1996	Interest	
	Balance	R 154 053.02
17 October 1996	Payment	8 000.00
		R 146 053.02
18 October 1996	Payment	3 000.00
		R 143 053.02
31 October 1996 (Venue)	Payment	6 000.00
	Balance	R 137 053.02

2

Balance brought forward		R 137 053.02
01 November 1996	Interest	2 469.10
01 December 1996	Interest	2 284.02
01 January 1997	Interest	2 468.98
	Balance	R 144 275.12
23 January 1997	Payment	5 000.00
	Balance	R 139 275.12
01 February 1997	Interest	2 486.69
01 March 1997	Interest	2 229.35
01 March 1997	Insurance	1 238.79
Balance		R 145 229.95
01 April 1997	Interest	R 2 528.59
01 May 1997	Interest	R 2 489.63
	Balance	R 150 248.17
02 May 1997	Payment	R 10 000.00
	Balance	R 140 248.17
01 June 1997	Interest	R 2 447.47
	Balance	R 142 695.64
19 June 1997	Payment	R 15 000.00
	Balance	R 127 695.64

Ebenhezer Contributions as at 30 June 1997

Dube Central	6 500.00
Diepkloof	5 100.00
Kagiso	4 000.00
Meadowlands Zone 3	4 000.00
Crown Mines	2 230.00
Admata	2 000.00
Mohlakeng	1 500.00
Alexandre	1 286.00
Federation (R11 350.00 Fun Day)	12 525.00

Only the above churches have contributed towards their targets. These contributions have been outstanding since July 30, 1996. Some churches have contributed small amounts ranging from R50-R350.

MP NYAMA
Treasurer

ANNEXURES JUNE 2004 – OCTOBER 2007

ANNEXURE 7: DISWILMAR FARM REPORT: 2005 – 2007

SEVENTH-DAY ADVENTIST CHURCH

West Rand District

Diswilmar (Ebenezar) Farm Report

Report 2005 - 2007

1

1. Introduction and Background

The West Rand District Executive Committee appointed the Farm Development and Management Committee (Farmcom) as its subcommittee in 2005. The responsibility of the Farmcom is to manage the affairs of the Diswilmar / Ebenezer Farm (The Farm), which includes, among others, the preparation of the facilities at the farm for annual camp meetings, ensure that the Farm pays the local council bills, develop the Farm to improve the facilities, book churches which would desire to use the Farm facilities and manage the finances of the Farm.

In 2005, the Farmcom was tasked to facilitate the selling of the Farm. This function had been given, to the former Farmcom that ended its tenure in 2005, but could not conclude this task due to objections received by the Trans-Orange Conference (TOC) from other concerned members of the District. The old Farmcom handed over their report to the new committee on the progress they had made in completing the task.

Due to objections that were raised by some members within the District on the sale of the Farm, the District Excom arranged a consultation meeting with the TOC Office to discuss the matter and agree on the way forward. A meeting was scheduled with the TOC to understand the nature of objections received by the office.

On the 21st April 2005, the District Excom met with the TOC Executive Management represented by Pastors Kunene (President), Seleseng (Secretary), Heiter (Treasurer), and Segopa. The Executive management of the TOC shared with the District Excom the concerns of some District members. In a nutshell, some members felt the previous District did not consult extensively before it committed itself to selling the Farm. Other members felt that the reasons advanced for selling were not adequate to warrant the sale of the Farm. They asked the TOC to intervene and put on hold the process until extensive consultation with the churches had been done. In this meeting, the TOC outlined the process and procedures that would be followed before the TOC could even consider taking the matter further with SEDCOM.

2. The Consultation Process

The TOC Excom outlined the process to be followed by the District in consulting with the District Churches. The process and procedures were outlined as follows:

a. The churches must be informed of the reasons why the Farm should be sold,
b. Each church must debate the sale of the Farm and vote in a business meeting for or against the proposal,

c. A form must be prepared to indicate the decision of the church signed by both the church clerk and Elder,
d. The form must indicate the date of the decision of the church business meeting,
e. The forms must be verified by the District Excom; and TOC Excom must determine majority of the decision,
f. District Excom must report the results to the TOC for further decision on the matter, and
g. The District Excom to consider rezoning the Farm should the District churches agree to sell, so that more value could be realized from the sale.

TOC Excom indicated that they would only support the sale of the Farm only after the results of the said process are tabled to them in writing.

After the meeting and guidelines from the TOC Executive Management, the District Excom through the Farmcom embarked on road shows to promote the sale of the Farm. All churches and some companies were visited with the promotion. Some churches were visited twice for more clarification on the matter. The District Excom representatives tried by all means to avoid engaging into debates for and against the sale of the Farm. This was left to the members of each church to debate and vote. Each church was given a form which was clearly explained to the leadership of the church, on how it must be completed.

The reasons for considering the sale of the Farm were as follows:

a. The District had outgrown the Farm, in terms of increased number of churches and generational growth of existing members,
b. The Farm had become small for further development to improve the facilities on the Farm. The increasing ownership of vehicles and caravan users has necessitated better planning for these facilities,
c. The developments around the Farm meant that the venue was no more conducive for worship. For example, the development of a Casino in the vicinity was already approved by the municipality, and
d. The value of the Farm due to surrounding development could be used as a stepping stone to acquire a better and bigger replacement Farm for the District.

The process to promote the sale and get the forms back took more months than anticipated. Majority of churches returned the forms and only a handful could not vote on the matter. Those that did not vote were persuaded to make a decision but unfortunately some could not decide on the matter. Some churches did not allow the Farmcom to present the proposal to their members but preferred to elect a Committee to represent the church in discussing the matter with the Farmcom. Instead of allowing their members to debate the pros and cons for the sale of the Farm, the leadership preferred to debate with the Farmcom.

3. The Voting Results

Attached to this report are the results of the churches. Out of 40 churches, 5 did not respond, and 75% voted YES to the sale of the Farm. This represented an overwhelming majority. Only 12.5% voted NO to the proposal. The returned forms were presented to the TOC Excom for confirmation of the results. In a meeting of the 12th March 2006, the TOC accepted the results and took an action on the matter. The mandate given to the District Excom to sell the farm was also in line with the District Elders' Council decision.

At this stage, some members of the District complained again to the TOC Excom that the process to promote the sale of the Farm was flawed. These individuals made claims that some churches did not vote YES but the District Excom produced results for such churches as YES. Other allegations made were that the forms were signed by the Elders without any business meeting being held. Churches in question were visited by the District Director to ascertain the claims and found that the allegations were unfounded.

The complaining members were then challenged by the District Excom to prove that the forms were signed after proper consultation with the churches in question. This matter was referred back to the complainants to go back to their churches and make inquiries as to how the Elders got to sign the forms without proper consultation. This approach was not welcome and the mumbling carried on. Since the TOC, the Elders Council and Churches gave the mandate to sell the Farm, the District Excom proceeded with the process of facilitating the sale.

4. The Offers

Developers involved or residing in and around the Farm had started approaching individual members of the District Excom with offers for the Farm. Two offers of R 5mil and R 5.5mil from Christo Hechter and Robbie Mulder respectively were received. The District felt that it was important to test the market for the real value of the Farm given the surrounding developments. A newspaper advert was then prepared for the local media and the TOC advanced the District by paying an amount of about R 1 300, 00 for the advertising cost. The District Excom had not received any written offers after the closing date of the advert. However, developers that provided the offers confirmed that they are still interested as indicated in their previous submissions. Other offers were submitted verbally and still within the same range as the first ones. Those people were requested to present their offers in writing but never submitted in the end.

These offers were not satisfactory to the District Excom which considered the rezoning option as initially advised by the TOC Excom. The rezoning of the Farm from agricultural to residential and/or office was going to substantially increase the Farm's value. It was believed that through rezoning the Farm could fetch

double or more than the offers received then. However, when enquiries were made on what process needed to be followed in effecting the rezoning, it became apparent that a minimum of R 100 000 was needed to acquire services of relevant professionals and it was going to take at least 18 months to finalize the process.

Meanwhile the members who complained about the process and procedure followed to get the mandate to sell the Farm, intensified their objection by reporting their concerns directly to the TOC President as well.

As God works in mysterious ways, a company called Lethato approached the Farm caretaker, Bro. Gilbert Matlhoko, and asked if they can submit an offer as they understand the Farm was for sale. They indicated that they would offer R2million per hectare for the Farm. At the time of these discussions with Bro. Matlhoko, it was believed that the Farm was about 5 hectares, meaning that R10mil would be offered for the Farm. Bro. Gilbert Matlhoko called his fellow brethren, Moroka, Mabunda and Thlagwane to discuss the Lethato offer.

According to Lethato management, a number of meetings were held with these brethren and were given the impression that the brethren were responsible for the sale of the Farm. This was communicated to the Farmcom when it eventually met with Lethato management, and asked whether the representatives are the real people responsible for the sale of the Farm. It was also remarkable that Bro. Gilbert Matlhoko, the Caretaker, did not first consult with the District Excom but his friends.

Brethren Matlhoko, Moroka, Mabunda and Tlhagwane, after their discussions with Lethato, wanted to hand over the project to the District Excom / Farmcom. These brethren, incidentally, are the ones who had been opposed to the sale of the Farm. They are the ones who intensified their objection and tried to mobilize the church leadership to stop the sale of the Farm. It was surprising though, that when the District Excom met with them to hand over the Lethato proposal, they were even giving proposals as to how to sell the Farm. In a meeting with them which ended on a sour note, they suggested that the Farm be sold to Lethato for R8mil in exchange of another 4 hectare farm in Magalies.

The Lethato's initial proposal was that they would take possession of the Farm and from the proceeds of their development over a 4-year period, develop our new farm in Magalies for the amount or value of the Farm. This looked attractive at face value, however there were serious risks with the offer. It was attractive because it was the biggest offer then and was made by black business people, and for the sake of BEE initiatives, the District Excom felt inclined to support Lethato. The risks, however, were high since the transaction involved handing over the Farm to Lethato for nothing initially and wait probably for about two years when Lethato could start developing the Farm and get money from the sale of the portions thereof. The two years were determined in the following manner: it

was going to take Lethato about 18 months to rezone the Farm. It would then take them at least another six months before Lethato could sell any site or unit. The risks were what would happen if in the process Lethato went bankrupt and lose the Farm to financial institutions before our new farm is acquired and developed? The District would have lost the Farm and money. The other problem with the Magalies farm was that it was 37km away from the Farm and the churches had indicated that they would prefer the south of Johannesburg than to go further west.

When the offer was eventually made, it was still not a cash offer but included the following:

a. R 8million over a 4-year period,
b. A quarter hectare for the District on the Farm for community services,
c. 4 hectares, and possibly more, in Magalies. Access to their chalets at Magaliesberg for free for 5 years during our camp meetings (these chalets have not been built as of early 2007),
d. Sponsorship of R250 000 per year for the community centre.

Lethato management indicated that they could give us more hectares if the proposed allocation of 4 hectares was inadequate. They also told us that they would alternatively provide technical services to develop any other farm we would acquire, even if it was not in Magalies. Lethato's offer was discussed with the Treasurer of the TOC who raised similar concerns and asked whether Lethato could make their offer in cash. At this stage, the Lethato CEO, Mr. Langa Dube had resigned from Lethato, but indicated that Lethato could consider the cash offer. He was asked to make the offer in writing but never did.

Lethato's offer was presented to the Elders' Council and in the absence of any other better offer, the Council was happy with the offer. The District Excom however told the Elders' Council that they will carry on looking for better offers from the public. The first option being a cash offer by the prospective purchaser. Meanwhile Pastor Cliff Nhlapo came across Bro. Jack Smith, a Seventh Day Adventist Estate agent in Krugersdorp. Bro. Smith told him, that he could sell the Farm for the District for R11mil. This eventually turned out to be an R9.6million cash offer including the agent's commission of +- R 500 000. This was a much better offer by far compared with the Lethato offer which had high risks.

At this stage the District Excom decided not to rezone the Farm since it would take 18 months and cost at least R100 000.00. It was felt that by the time the rezoning is finished the farm could only be marginally more than the R9.6mil offered in real value. The future of the property market was unpredictable, and as it is today, the high interest rates have affected the price of the properties and the demand in the property market has dropped. The two offers were nevertheless presented to the TOC for a decision.

The TOC in consultation with the District Excom decided to opt for the R9.6mil cash offer presented by Bro. Jack Smith. Before the decision to accept the latter offer was made, Bro. Gilbert Matlhoko had notified the Farm tenants that the Farm would be sold and that they would be expected to move. This he did under the impression that Lethato offer would be accepted. He was not mandated by the District Excom to inform the tenants, it was his own initiative. But this was appreciated as it was in line with his duties as the caretaker.

5. The New Owner

After the R9.6mil offer was accepted, the TOC and/or Sedcom represented by the Treasurer, Pastor Sibanyoni, concluded the agreements with Bro. Jack Smith and his client. The agreement attached, stipulated that the new owner would pay R500 000.00 non-refundable deposit in March 2007 and the balance in June 2007 when he will take occupation and ownership of the Farm. The balance of R9,1million was transferred to an interest bearing Trust account of the Estate Company pending the transfer, after which the amount including interest is to be transferred to the seller.

Once the TOC notified the District of the signing of the purchase agreement a letter was written to the Caretaker, Bro. Gilbert Matlhoko, to inform him of the signed agreements and the pending occupation of the Farm by the new owner on 20th June 2007. In the letter, the Caretaker was asked to notify the tenants accordingly and ask them to look for alternative accommodation.

Early in July, the District Excom learnt that the new owner wanted to evict the tenants on the Farm. It appeared he exchanged unpleasant words with the Caretaker and threatened to bulldoze all structures on the Farm he had acquired. The District Excom intervened and appealed to the new owner to leave the matter with the District Excom to resolve by negotiating for the relocation of the tenants.

The new owner has been amenable, with the help of the Estate Agent, and gave the church until end of October 2007 to resolve the matter with tenants. However, due to the complications created by the refusal by tenants to vacate the property, the initial agreement had to be amended to reflect the purchase date as 31st December 2007. The implication of this is that the church is going to forfeit the interest accrued between June and December 2007 and such will revert to the purchaser. It is estimated that this amounts to R60 000.00 per month interest on the money due to the district but it is better to lose interest than to pay R96 000.00 occupational rent.

Clause 5 of the contract with the owner stipulated that there should be no-one on the farm when he takes over. The church has breached on this clause. He is entitled to claim occupational rent which is 1% of the sale price, i.e. R96 000.00 per month.

The District is worried that if the deadline is not met, the purchaser has the right to litigate based on the fact that the church is in breach of the amended or extended purchase agreement. The purchaser approached the District during the week of the 9th December 2007 to indicate his intention to move the plant equipment into the farm and start with the earthworks before the end of December 2007. The District appealed to him to give them until the 31st December as agreed in the amended Addendum and he conceded.

A letter from the purchaser's transferring Attorneys dated the 7th December 2007, and forwarded by the TOC Treasurer to the District Excom on the 18th December 2007, was enquiring about whether the District will be in a position to meet the 31st December 2007 deadline of handing over the land to the purchaser.

It was agreed in the meeting with some Elders that the legal firm representing the District must be instructed to respond to the letter and request for the extension from the purchaser until the end of January 2008. The response, dated the 20th December 2007 and addressed to Pastor Sibanyoni, was received from the purchaser's lawyers was that, "no further extension shall be given and that the warrantees as set out in Clause 5 must be fulfilled before or on the 31st December 2007. If the warrantees are not fulfilled the purchaser will approach the Supreme Court with an application against the seller with a cost to comply with the warrantees".

6. The Tenants in the Farm

The Caretaker went to the Ward Councilor responsible for the area to report that the church is evicting him and other tenants, and requested the politician's intervention.

It was disappointing and unfortunate that the Caretaker opted to look for help and support from the politician and not from within the structures of the church. The District Excom met with the Caretaker to find out what actually transpired that led to the owner threatening to bulldoze everyone out of the Farm. It was discovered that the Caretaker never informed the tenants formally about the letter written to him. He cited the reasons that he expected to be consulted by the District Excom before he was expected to inform the tenants. This was surprising because when Lethato was the frontrunner, he voluntarily informed the tenants without the permission of the District Excom. Why would he then need a consultation?

The District Excom nevertheless apologized to him about the oversight. In that meeting the Caretaker was requested to convene a meeting with tenants for the information session about the sale of the Farm. He was specifically asked not to invite the Ward Councilor for the meeting with the tenants.

The meeting was organized on a Sunday to inform the tenants about the sale of the Farm. To the surprise of the District representatives, the Ward Councilor was invited and chaired the meeting. In that meeting, the Caretaker clearly stood against the church and identified himself as part of the tenants. The church representatives were disappointed by his behavior which showed that the church was not united on the sale of the Farm. It was also learnt that other associations from farm workers unions were invited to this meeting. The church was threatened with expropriation by both the Councilor and the association's representatives.

The District Excom then decided to consult with legal advisors specializing on such matters as tenants raised expectations for compensation if they were to be moved. The District Excom appointed MNMR Attorneys a legal firm to provide advice and facilitate the process of relocating tenants off the Farm.

The tenants who were officially known by the church then were the Molefe and Mosete (a daughter to the Molefe matriarch) families. Most of the tenants were illegal informal settlers, who stayed in the Farm to be near their places of work, and who did not get any approval from the church, but made arrangements with the Caretaker. The Caretaker was never given any mandate to rent out space or rooms on the Farm. The District knew of these illegal tenants but because they did not pose any threat to the church, no action was taken. It was also known that the Caretaker collected rent from the tenants. Some of the tenants were unknown to the Caretaker and he advised that they should not be considered for any compensation.

MNMR advised that there are two categories of tenants and are covered by two sets of legislation. The first category is the Molefes who are covered by the Extension of Security of Tenure Act (ESTA) and the second category is covered by Prevention of Illegal Evictions Act (PIE). ESTA normally applies to tenants who have occupied a farm for more than ten (10) years as employees, whilst PIE is protecting tenants that are less than ten (10) years as farm dwellers. The District Excom is inclined to an argument that these tenants were never employed by the church and therefore have no responsibilities towards them.

However, it was decided that in the interest of settling the matter amicably there will be some compensation paid to tenants to facilitate their relocation. Therefore, the District Excom in a meeting held on ddmmyy, gave the Farmcom the limit of R300 000 to consider as compensation for the tenants. This was calculated according to the number of families who qualified for compensation as detailed below. Initially even people who were not tenants were mobilized to fill their names for possible compensation and this resulted in 28 families in the list. The District Excom realized that these people were taking advantage of the situation and had a backing of the Ward Councilor.

The Ward Councilor was a difficult person whose intention was to frustrate the church sale of the Farm. Our legal advisor from MNMR, Ms Wandile Phakathi, met with the Mogale City Municipal officials and was advised that R10 000.00 per family would be adequate as relocation compensation. Unfortunately the municipal official resigned during this period and there was no continuity. Requests for meetings with the Ward Councilor were delayed and frustrated purposely as she said the church's pressure by the new owner did not constitute emergency on her part.

The municipality, under the leadership of the Director of Rural Development and Housing, Mr. Vusi Radebe, suggested that the tenants be moved to another temporary area which would cost the church just over R1million. The church would build temporary houses and provide basic services (water, sewer and electricity) for the families on the new proposed location. The District Excom felt that this option was too expensive and unaffordable for the church especially taking into account that it was a temporary solution and decided instead to make monetary offers to the tenants as below.

The list of 28 families was then "vetted" or verified through a Deed Search to determine if tenants have a registered home elsewhere. The results of the process reduced the list to only 9 legitimate families. The following is the breakdown of families who qualified for monetary offers;

a) Constance Mokoena	R 12 000. 00
b) Martha Tshishonga	R 14 000. 00
c) John Manyolo	R 20 000. 00
d) Isaac Ditshabe	R 15 000. 00
e) Rojah Ndebele	R 20 000. 00
f) Elizabeth Mabanda	R 12 000. 00
g) Frank Montja	R 10 000. 00
Sub-total	**R 103 000. 00**
h) Sinah Mosete	R 60 000. 00
i) Dorah Molefe	R 130 000. 00
Sub-total	**R 190 000. 00**
Grand Total	**R 293 000. 00**

The municipality, after getting to understand the dynamics involved in this matter and that some people had misrepresented the facts, they preferred to be informed of the developments and not to be involved. A consultative meeting was then convened with the municipality to present the alternative proposal for Farm tenants. The municipality noted the above proposal which entailed giving tenants monetary offers however they suggested a permanent solution for Molefe senior in particular, and that a house be acquired for Dora Molefe.

After lengthy meetings, all the tenants accepted the monetary offers except for Molefe and Mosete families, for which the District followed a different approach as advised by the municipality.

Subsequently, a meeting to consult with the family so that they indicate the option or preferred location for the house was held on the 21st of October 2007 and they requested time to discuss as the family on whether they opt for the house or monetary offer. The families' monetary offer was calculated to be R190 000.00 jointly. The family was given until the 12th November 2007 to revert back to the District Excom with their decision. Meanwhile other families accepted their offers and were prepared to vacate the Farm as soon as the agreements were signed.

As the discussions with the tenants continued, the District Excom began to get threats from faceless individuals claiming to be on the side of tenants. Some of their threats were published in the Sun. A letter was distributed on the 19th November 2007, indicating that the District Director and Pastor Nhlapho, and listed few members of the Farmcom should be removed because they are selling the farm without a mandate from District churches and bribing tenants to relocate from the farm. The last threat received threatened about taking the matter to the Sun and the Minister of Land Affairs. The TOC President was also consulted by the brethren mentioned earlier on with the intention to persuade him to stop the sale and removal of the tenants from the Farm. The District Excom also learnt that the main player from Lethato was an official from the municipality.

Finally, the tenants were given until 15 December 2007 to vacate the Farm or else they will be evicted. Since all others have accepted the offers except the two families, we hope that by the end of this year, 2007, all tenants would have moved out. It is encouraging that six (6) tenants have vacated the Farm. The amounts paid out to tenants was R 12 000 to one (1) tenant on the 7th December and R 66 000 to further four (4) tenants on the 14th December 2007 and R 15 000 was effected on the 18th December 2007 respectively. By the 18th December 2007 6 out of 7 tenants had been paid out and all 7 had vacated the farm. The total amount of R 83 000 has been paid out. The amount utilized was taken from the Farmcom bank account which had about **R 84 000 00**.

It was remarkable that the last meeting held with the tenants, the Councilor was very cooperative and encouraged the tenants to take the offer. It appeared that she was experiencing similar challenges on other neighboring farms where the tenants probably were not offered anything but evicted. The Ward Councilor indicated that she was to use this as a case study on how the farm evictions can be amicably resolved.

6.1 Molefe / Mosete Family – Developments

The Molefe / Mosete family did not revert back to the District as agreed, instead they reported the matter to Land Affairs claiming that the church is evicting them. This did not come as a surprise given the abovementioned threats. Land Affairs officials made contact with MNMR Attorneys' representative to clarify issues but proceeded to have a meeting with the TOC Excom, represented by the President and the Executive Secretary. It was agreed in the meeting that Land Affairs officials should submit their complaint in writing to the TOC office. When their submission was subsequently received it detailed the background and the proposed solution was that an amicable and a fair solution must be reached between the two parties.

The District Director: Ps J Mongwe then convened the meeting on the 5th December 2007, to consider the Land Affairs report and the conclusion reached was that the district has been engaged in the process of negotiating and seeking an amicable solution as proposed. District Excom then decided to continue to engage the Molefe family in order to conclude negotiations with the said family.

The family reverted back to the MNMR legal representative, through Land Affairs, to inform her that they demand five (5) houses from the church. The legal representative requested the family to present their proposal in writing. Subsequently, a letter from Land Affairs dated the 7th December 2007, was received confirming that they want 5 houses within the boundaries of Mogale City or else they will remain on the property.

The District Excom feel that the demand is unreasonable and unaffordable taking into account that according to the investigation made, the family is currently occupying a three-bed roomed shack or dwelling in the Farm. The counter proposal presented by the District Excom was two houses with 3 bedrooms each.

During the week of the 9th December 2007, a call from the TOC President was received indicating the Farm Caretaker is in the President's office to report that the West Rand District is in the process of evicting the Molefe family from the Farm. Clarity was provided to the President that the family was only put on terms informing them that if they do not respond before or on the date (12th November 2007) agreed upon in the meeting, they would be evicted. The deadline agreed upon had lapsed and in terms of legal prescripts the church is obliged to inform them of its intention to approach the court for an equitable and fair decision on the matter or an eviction order. However, the President offered to mediate on this matter in order to reach a resolution without the complication of resorting to the court. Since the preferred option for the church is to settle the matter out of court and speedily, the President's offer to mediate was accepted. The meeting was scheduled for the 18th December 2007, with Land Affairs / farm tenants and the West Rand District representatives.

On the other hand, engagements were held with the Land Affairs representative to invite them to the meeting but also took the opportunity to solicit their opinion on what would constitute a fair and equitable offer. Interestingly when it was mentioned that the demand of 5 houses was unaffordable for the church as a non-profit organization, the representative indicated that the church has just sold the land for R 9million. This was an indication that an insider – a church member has revealed the purchase price to either Land Affairs or farm tenants. The Land Affairs representative promised to look at the church's counter offer and discuss with the tenants and revert back to the church not later than the 18th December 2007.

The meeting was aborted as the Land Affairs official indicated his unavailability and at the same time and date the President had convened a meeting with the District Elders to deal with the farm issue. The President called the Elders meeting after receiving requests from the District Excom to help fund the payments of the tenants who had accepted the offers to vacate the Farm. It appears the President was not happy with the request as he claimed it came from a subcommittee of the Elders Council. He therefore, would have preferred to get such request from the Elders Council, which is the District's main management body. The President gave the Elders, District Excom and their Pastors an advice on how he believed such requests should be done.

It was unfortunate that the President called such meeting only to tell the attendants how requests of funds should not be made. This, we believe, the President could have just advised the District Excom and avoid calling the whole district and its Pastors just to hear about the protocol that must be followed. The District Excom felt that the President compromised not only the members of the committee but also the process of the sale of the Farm. Nevertheless, the District Excom will continue to engage the relevant stakeholders as advised by the President.

7. The issue of the Caretaker

The Caretaker was treated differently from the farm tenants since he had an agreement with the church, in particular, the District Excom. He was offered to be provided an alternative accommodation in one of the mission houses in Soweto and transport to ferry his belongings. However, he turned down the offer and indicated that he will sort himself out. This position was reiterated by him in a meeting held between the District representatives, Ward Councilor and tenants of the farm.

There is a sector within the District that indicated that since he did not receive any payment for providing caretaker services for the farm, the church should consider a monetary offer for him, too. The view of the District Excom is that, there was no specific agreement with regards to the Caretaker's payment. If a

decision in this regard is to be taken, the District churches have to give the District Excom the mandate.

In addition, the District Excom had realized that the Caretaker has been collecting rental from the tenants and this was confirmed in the engagements held with tenants. Tenants made claims for compensation based on the fact that they have been paying rental to the caretaker. When this matter came to the attention of District Excom in the past, they requested the Caretaker to either declare the money to the District Treasurer or service the municipal account of the farm. Neither of these were done consistently which only meant that the Caretaker was using the money for other needs and not for the upkeep of the farm. The District Excom did not pursue the matter further. Therefore, the District continued to ensure that the farm is prepared for annual camp meetings and paid the municipal account especially after each camp meeting.

The District Excom feels that the Caretaker has put the church in disrepute by involving a politician instead of using the church structures. He indicated in a meeting with tenants that he went to the Councilor as a citizen of the country and not as the member of the church. On many occasions the Caretaker has put the church in a compromising situation and that has caused delays in resolving the farm matter. This behaviour had cost the District dearly in terms of, firstly, the payments effected to some tenants who did not deserve any compensation or for vetting the tenants instead of getting the information from the Caretaker of who are the bona fide tenants of the farm. The amount to be paid to farm tenants amounts to R 103 000, excluding the Molefe family. Secondly, the District had to engage the services of a legal firm, to provide legal advice and support on this matter, after it was reported to government. The bill between June and October 2007 stands at R 80 000 and the amount for November to the end of the assignment is not yet known. Lastly, other unquantifiable resources such as time and fuel used by District representatives to facilitate the resolution of the matter are additional costs incurred due to the Caretaker's action.

However, the District Excom maintains that the decision whether to compensate the Caretaker or not rests with District churches.

8. The Resources Utilized to Dispose of and Settle the Farm Issue

The District approached the TOC Excom, when the decision to dispose of the farm was taken, for possible support and financial assistance in finalizing the task at hand. The initial financial assistance received was in 2006, it was an amount of about R 1300, 00. This was for advertising the sale of the farm in the local newspaper within Krugersdorp.

The second financial assistance was requested in early 2007 to settle the legal costs for MNMR. The District Director presented a request for financial assistance in writing for consideration by the TOC Excom. However, the TOC

Treasurer outlined the process of the submission and indicated that the request will only be considered if co-signed by the Farmcom Chairperson. In the absence of the Chairperson, the Deputy Chairperson fulfilled that role. The request was then approved and an amount of about R 29 000 was paid through electronic transfer to the legal firm's account. District representative had an understanding that the TOC is willing to provide financial assistance, however due to the change of leadership, it was felt that a new agreement needs to be sought.

In the absence of a new procedure for submitting the request for financial assistance, the District Excom presented the request for advance that was co-signed by the District Director and the Deputy Chairperson of the Farmcom. Upon receipt of the request for an advance, the TOC President convened a meeting with District Elders on the 18th December 2007. The purpose of the meeting for the President to outline the correct procedure to be followed by the District and also register his dissatisfaction about the way the request was channeled through a sub-committee of a subcommittee, that is, the Farmcom and District Excom.

It was then agreed that a meeting of District Elders, District Excom and church representatives should be convened to consider the request and then submit to the TOC after a consensus is reached. The meeting has been proposed for the 6th January 2008 to enable the decision to be forwarded to the TOC in time for the TOC Excom meeting scheduled for the 12th and 13th January 2008. The elected church representatives need to be mandated by local churches to take the decision on whether to request the advance from the TOC or not. It is not clear why the mandate to request the money from the TOC is requested from the churches, though. This settlement of the tenants is part of the sale of the Farm, just as legal fees to sell the Farm need to be paid.

The mandate of the District Excom need to be reviewed to empower them to make the necessary decisions without compromising the District and the sale transaction. The fact is that some tenants have been paid and have vacated the Farm, but the remaining families have been offered a reasonable offer which is more than what the District can afford, but would pay from the proceeds of the sale of the Farm. The mandate needed from District churches is a decision on the Molefe family's demand of 5 houses which is regarded as unreasonable. This also means the District will expend around R 1 million on the tenants instead of R 300 000 approved by the District Excom.

9. Conclusion

The Farm was sold, and this cannot be reversed without financial implications. Due to this process being delayed, the church is loosing a lot of money as a result, that is, about R 80 000 already due to the legal firm up to the end of October 2007, +- R 300 000 to be paid to tenants and loss of accrued interest from the purchase price from June 2007, which could amount to R300 000.

The new owner will most probably bulldoze everyone in 2008 if the tenants are not moved or will opt for the legal process. The purchaser has already indicated his intention to approach the Supreme Court. The church needs to pull together to solve this problem, otherwise there will be serious ramifications. Failure by the church to pull together may lead to undesirable consequences for the church at large. The West Rand District has clearly spoken with one voice on this matter. The longer this process takes the more losses the church experiences in terms of opportunities and other related costs.

Major progress has been achieved with the relocation of farm tenants. All the tenants (7 families) provided with monetary offers have vacated the farm. The only matter outstanding is to agree with the Molefe family on the number of houses that are deemed to be a fair and equitable settlement. The Molefe family has demanded five (5) houses. The Land Affairs has been in constant liaison with the family on the church's counter offer of two (2) houses and undertaken to revert back to the District representatives with the view to settle the matter.

District churches have to make a decision on the demand from the remaining family.

ANNEXURE 8: 21 JUNE 2004 LETTER FROM NHLAPO + ATTACHMENT

21 June 2004

Ps J Mongwe
P O Box 46530
Orange Grove
2119

Dear Pastor Mongwe

Re : Response from SAU on the Sale of 8 & 15 Diswilmar Agricultural Holdings

In response to the letter (attached) I sent to the Southern Union Conference (SAU) regarding the proposed sale of the Diswilmar Agricultural Holdings, we have now received feedback from SAU on the matter.

I am enclosing for the attention of yourself and the Farm Sub-Committee a copy of the letter from the SAU.

In the light of the content of the SAU letter, I would like to suggest the following :

- That the current market value of the property be costed by a registered valuer as a matter of urgency; and
- That, should the current offer be less than the current market value of the property, that the property be advertised in property bulletins of that area, either directly or through a property agent.

Regards

M C Nhlapo
Secretary

Cc : The President
The Treasurer
SAU
SEDCOM
Farm Sub-Committee

PROPOSED SALE OF 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS

Reference is made to your letter dated 25th May 2004.

SEDCOM has not yet officially received your Action 332/74/2004 and the SEDCOM Board only informally discussed the matter this morning. I was subsequently requested to respond to your letter and the Offers to Purchase.

It is felt that the properties are worth at least R5 000 000. The purchase price should be paid in cash or financed by a bond obtained from one of the major reputable banks. The consensus was that the granting of second mortgage bonds as stipulated in the Offers to Purchase would not receive consideration and even if this should be the case, the granting of such bonds would have to be sanctioned by the SID. Concern was expressed about the provision that these bonds would be interest free during the first 24 months.

The way in which the present transactions are structured will not provide the group (sellers) with sufficient cash resources to purchase the new property they have in mind. This will result in the group having to arrange for finance for the new property by way of a bond which in turn would involve the SID and complicated matters even more.

Concern was also expressed about the fact that there is no information available with regard to the close corporation (purchaser) still to be registered and the resultant lack of transparency.

We therefore regret to advise you that the SAU cannot support the transactions as they are presently structured. All indications are that, should the Action and the Offers to Purchase be formally submitted to the SEDCOM Board for approval, the required approval will not be forthcoming.

Y/f

ANNEXURE 9: 17 NOVEMBER 2006 LETTER FROM SIBANYONI

08-Mar-03 11:38 Realty Concepts 0117638184 1/1

Att Jolene Fax 958.1229

"A"

5

SEVENTH-DAY ADVENTIST CHURCH

Trans Orange Conference

17 Louis Road
Orchards 2192
P. O. Box 46061
Orange Grove 2119
Telephone: (011) 640-3604
Fax: (011) 485-1447
Email: transorange@transorange.org

17 November 2006

Dear Mr Jack Smith

MANDATE TO SELL PORTIONS 8 AND 15 OF THE FARM DISWILMAR

You are hereby given the mandate to proceed with the sale of the property stipulated above on our behalf. As discussed, we will be very happy if you could pay us a net amount of R9.5 million (nine comma five million rand).

We trust that all is in order.

Yours faithfully

E M Sibanyoni
TREASURER

ANNEXURE 10: 28 NOVEMBER 2006 MANDATE ACKNOWLEDGEMENT

REALTY CONCEPTS CC
PROPERTY GROUP

Head Office
268 Ontdekkers road
Horison
1724

Tel: (011)760-6955
Fax: (011)763-8184

28 November 2006

Seventh-Day Adventist Church

Fax: 011 485-1447

To: Messrs. E.M. Sibayoni (Treasurer)

RE: Mandate - Portion 8 and 15 of the Farm Diswilmar

Dear Pastor Cliff,

Thank you for affording us the mandate to sell the Diswilmar land. NB. The Church must nett R9.5mil in their pocket. We will add our commission to the selling price.

We trust that this is in order.

Kind Regards

Jack Smith
082 343 0208

ANNEXURE 11: SALE AGREEMENT DATED 19 DECEMBER 2006

"POC1" . 7

AGREEMENT OF PURCHASE AND SALE OF

IMMOVABLE PROPERTY

between:

SEDCOM

No. 1921/902194/08

(Association incorporated under Section 21)

Herein represented by Elliot Majaha Sibanyoni, he having

been duly authorized thereto by virtue of a Resolution dated 26 October 200:

(herein referred to as "the Seller")

And

PRESTIGE PARK (PROPRIETARY) LIMITED

No. 2000/000309/07

herein represented by BRENDA PAULIS she having been duly authorized thereto by

virtue of a Resolution;

("the Purchaser")

8

1. INTERPRETATION

1.1

1.1.1 clause headings are for reference purposes only and shall not influence its interpretation;

1.1.2 the parties shall, wherever necessary or appropriate, be referred to by their defined designations;

1.1.3 reference to the masculine gender shall include the feminine and neuter genders and vice versa;

1.1.4 references to natural persons shall include bodies corporate and other legal personae and vice versa;

1.1.5 references to the singular shall include the plural and vice versa;

1.1.6 all schedules and annexes hereto shall be deemed to be incorporated herein and shall form an integral part hereof;

1.1.7 where a number of days is prescribed, it shall consist only of business days (i.e. days other than Saturdays, Sundays and Public Holidays) and shall be reckoned exclusively of the first and inclusively of the last day;

1.1.8 where the day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the first business day thereafter;

1.1.9 where an expression has been defined and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

1.1.10 If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

1.2 In this Agreement, unless inconsistent with or otherwise indicated by the context, the following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings;

1.2.1 "the Property" i. HOLDING 8 DISWILMAR AGRICULTURAL HOLDINGS REGISTRATION DIVISION I.Q . THE PROVINCE OF GAUTENG; IN EXTENT 2,0215 (TWO comma NOUGHT TWO ONE FIVE) Hectares;

ii. HOLDING 15 DISWILMAR AGRICULTURAL HOLDINGS; REGISTRATION DIVISION I.Q , THE PROVINCE OF GAUTENG;

IN EXTENT 2,0215 (TWO comma NOUGHT TWO ONE FIVE) Hectares;

BOTH HELD by Deed of Transfer No. T22252/1987;

1.2.2 "the Conveyancer" GYS LOUW & PARTNERS
PALMS OFFICE COURT
BLOCK C
KUDU STREET
ALLENS NEK

2. INTRODUCTION

The SELLER is the registered and beneficial owner of the property and the PURCHASER is desirous of purchasing the property from the SELLER.

3. SALE AND PURCHASE

The PURCHASER herewith purchases the Property, and the SELLER herewith sells same, subject to the terms and conditions of the agreement.

4. PURCHASE PRICE AND GUARANTEES

4.1 The Purchase Price is R9 600 000,00 (NINE MILLION SIX HUNDRED THOUSAND RAND) exclusive of V.A.T. (if applicable) and is payable as follows:

4.1.1 initial payment of R500 000,00 (FIVE HUNDRED THOUSAND RAND) is payable directly to the Seller on the 20th day of MARCH 2007 as a non-refundable deposit (except as provided for in clause 10.2.2 below);

4..1.2 the balance of the Purchase Price of R9 100 000,00 (NINE MILLION ONE HUNDRED THOUSAND RAND) shall be paid to the SELLER against registration of transfer of the property into the name of the PURCHASER;

4.2 The PURCHASER shall within 90 (NINETY) days, calculated from and including the 20th day of MARCH 2007, lodge with the Conveyancer a guarantee or guarantees which shall;

4.2.1 be issued by the PURCHASER on terms and conditions reasonably acceptable to the SELLER (or the Conveyancer on its behalf); and

4.2.2 secure payment of the said Purchase Price/balance Purchase Price of R9 100 000,00 (NINE MILLION ONE HUNDRED THOUSAND RAND) to the SELLER and/or its nominee/s on registration of transfer of the property into the name of the PURCHASER;

5. WARRANTIES

5.1 The SELLER hereby warrants to the PURCHASER that:

5.1.1 To the best of the Seller's knowledge and belief, no person, family or tribe or other grouping was dispossessed of any part of the Property and no claims have or will be made under the Restitution of Land Act, 1994 in relation to any part of the Property;

5.1.2 No person or group of persons is in illegal occupation of any part of the Property or has threatened to take occupation or possession of any part of the Property;

5.1.3 No person or group of persons hold or have acquired any informal rights or interest to the Property or any part thereof in terms of the Interim Protection of Informal Land Rights Act No 31 of 1996;

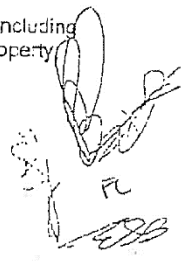
5.1.4 No occupiers of any part of the Property have been given consent to reside on the land on or after 4 February 1997 for purposes of the Extension of Security of Land Tenure Act No 62 of 1997;

5.1.5 No person has been evicted from the Property contrary to the provisions of the Extension of Security of Land Tenure Act No 62 of 1997;

5.1.6 The PURCHASER will not be evicted from or in relation to the Property or any part thereof;

5.1.7 On the date of registration of the Property into the name of the PURCHASER, the SELLER shall give to the PURCHASER vacant possession, use and occupation of the Property, free of any lease or other right of use, possession or occupation of the Property held or asserted by any third party;

5.1.8 There are no unregistered encumbrances or rights (including servitudes or rights of way) over any part of the a Property



12

5.1.9 No person or entity shall have the right to set aside this Agreement or the transfer of the Property into the name of the PURCHASER, whether in terms of the Insolvency Act, No 24 of 1936, as amended, or otherwise;

5.1.10 The Property is zoned by the appropriate authorities as agricultural holdings;

5.2 The SELLER indemnifies and holds the PURCHASER harmless from and against any loss, damage, claims, actions, liabilities, costs or expenses of any nature whatsoever and howsoever incurred which are suffered or sustained by the PURCHASER pursuant to any breach of any of the warranties contained in this Agreement.

6. ACKNOWLEDGEMENTS BY PURCHASER

The Purchaser acknowledges that:-

6.1 the Property is an agricultural holding; and

6.2 it has acquainted itself with the nature, condition, beacons, extent and locality of the property; and

6.3. it will have no claim whatsoever against the SELLER for any deficiency in the size of the property which may be revealed on any re-survey nor shall the SELLER benefit from any possible excess; and

6.4 the property is sold:-

6.4.1 to the extent as it now lies, "voetstoots" without any warranties other than those contained in this Agreement and whether expressed or implied and the SELLER shall not be liable for any defects whether latent or otherwise in the property nor for any damages suffered by the PURCHASER by reason of such defects;

6.4.2 subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the property or any town planning scheme applicable thereto.

13

7 CONSEQUENCES OF TRANSFER

With effect from the date of registration of transfer:

7.1 All the benefits and risks of ownership of the property shall pass to the PURCHASER; and

7.2 The PURCHASER shall be liable for all rates and taxes and other imposts levies thereon; and

7.3 The PURCHASER shall forthwith refund to the SELLER all rates, taxes and Imposts paid by the SELLER for the period after date of registration.

8. OCCUPATION

8.1 The SELLER shall give occupation of the property to the PURCHASER Against payment of the initial amount in clause 4.1.1. above;

8.2 From date of occupation of the property in terms of 8.1 the PURCHASER shall at its own cost and sole risk for profit or loss be entitled to:

8.2.1 Proceed with the application for the establishment of the township on the property;

8.2.2 Comply with all the requirements of the local authority for such township establishment;

8.2.3 Conclude an agreement with the local authority in respect of the supply and installation of all internal services required for such establishment;

8.2.4 Provide guarantees of whatever nature which may be required for such establishment;

8.2.5 Supply and install on the property the internal services required by the services agreement;

8.2.6 With the consent of the local authority erect 2 (TWO) residential units for marketing purposes on the property;

8.3 No occupational interest shall be payable by the PURCHASER to the SELLER for occupation granted in terms of this clause;

8.4 The PURCHASER shall be obliged to indemnify the SELLER against risks of whatever nature which may result from the PURCHASER'S occupation of the property in terms of this clause and provide to the satisfaction of the SELLER and at PURCHASER'S own cost insurance cover for such risks until registration of the property into the name of the PURCHASER;

8.5 The SELLER shall be obliged to grant to the PURCHASER such authority whether by Power of Attorney or otherwise to exercise its rights and comply with its obligations in terms of this clause; Provided that, the SELLER by so doing is not exposed to any risk whatsoever unless the PURCHASER provides to the SELLER acceptable indemnification against such risks;

8.6 The PURCHASER shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the property and, at the election of the SELLER, to restore it to the SELLER in the same condition as when the PURCHASER took occupation, it being acknowledged that no tenancy shall be created by the PURCHASER taking occupation prior to registration of transfer;

8.7 The PURCHASER hereby irrevocably waives in favour of the SELLER any right of whatsoever nature it may have in respect of enrichment or retention to the property by exercising its rights in terms of this clause for value added to the property;

9. COSTS

9.1 The PURCHASER shall pay all legal costs pertaining to the registration of transfer of the property into the name of the PURCHASER, including costs of this agreement;

9.2 The SELLER and the PURCHASER undertake immediately upon being requested to do so to sign all documents required to be signed in connection with the a foregoing transfer;

9.3 Transfer of the property shall be effected by the Conveyancer within a reasonable time after the PURCHASER has complied with the provisions of 4, 9.1 and 9.2 above;

9.4 All costs and disbursements incurred by the PURCHASER after taking occupation of the property in terms of 8.1 and exercising its

rights in terms of clause 8 shall be for the account of the PURCHASER.

10. BREACH

10.1 In the event of :

10.1.1 the PURCHASER failing to make the initial payment referred to in clause 4 above and persisting in such failure for a period of 7 (SEVEN) days after receipt of a written notice from the SELLER calling upon him to make such payment ; or

10.1.2 either of the parties ("the defaulting party") committing a breach of any of the other terms of this agreement and failing to remedy such breach within a period of 14 days after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice claim and recover damages from the defaulting party;

10.2 In the event that the defaulting party is:

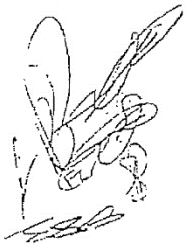
10.2.1 the PURCHASER the initial payment referred to in 4 above, shall be forfeited to the SELLER as rouwkoop;

10.2.2 the SELLER, the PURCHASER shall immediately upon cancellation of this agreement receive from the SELLER the initial payment made by the PURCHASER in terms of 4 above.

11. JURISDICTION

For the purpose of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the Magistrate's Court Act 1944, as amended. Notwithstanding that such proceedings are otherwise beyond this jurisdiction this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court in terms of Section 45 of the Magistrate's Court Act 1944, as amended.

12. DOMICILIUM CITANDI ET EXECUTANDI



16

12.1 The parties choose as their domicilia et executandi for all purposes under this agreement, whether in respect of court process, notices or documents or communications of whatsoever nature the following addresses:

12.1.1 The SELLER:

17 Louis road
Orchards
Orange Grove
2192

12.1.2 The PURCHASER:

127 Main Reef Road
Technicon
Roodepoort
1725

12.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if given in writing but it shall be competent to give notice by telefax.

12.3 Either party may by notice to the other change the physical address chosen as its domicilium citandi et executandi to another physical address in the Republic of South Africa, or its telefax number, provided that the change shall only become effective on the seventh day after receipt of the notice by the addressee.

12.4 Any notice to a party which is:-

12.4.1 sent by prepaid registered post in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the tenth day after posting (unless the contrary is proved); or

12.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

12.4.3 transmitted by telefax to its chosen telefax number (if any) stipulated in 12.1 above, shall be deemed to have been received on the date of transmission (unless the contrary is proved).

17

12.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

13. GENERAL

13.1 The parties undertake to do all such things as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this agreement.

13.2 This agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect.

13.3 No amendment or variation of the terms and conditions of this Agreement or this clause 13 or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representative.

13.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

14. AGENTS COMMISSION

14.1 It is recorded that the agency that concluded the transaction between the PURCHASER and the SELLER is

REALTY CONCEPTS
P. O. BOX 176
STRUBENSVALLEI
1735
AGENTS: JACK SMITH / BARRY DU PLESSIS

14.2 Agents commission in the amount of 5% R480 000.00 (FOUR HUNDRED AND EIGHTY THOUSAND RAND) inclusive of VAT on the commission, shall be deemed to have been earned upon signature of this agreement of sale and is payable by the SELLER;

14.3 The agent irrevocably instructs and authorizes the Conveyancer to pay the commission directly to the agency;

15. SPECIAL CONDITIONS

This agreement is subject to the written approval of The board of directors of SEDCOM (incorporated association not for gain) of the contents of this agreement on or before the 31st of January 2006.

THUS DONE AND SIGNED at Rooderpoort on the 19 of DECEMBER 2006.

AS WITNESSES:

1. _____

2. _____

_____
On behalf of the
SELLER

THUS DONE AND SIGNED AT KRUGERSDORP on the 4th of DECEMBER 2006.

AS WITNESSES:

1. _____

2. _____

_____
On behalf of the
PURCHASER

ANNEXURE 12: 05 FEBRUARY 2007 LETTER FROM SIBANYONI

07 12:42 P. 01

SEVENTH-DAY ADVENTIST CHURCH

Trans-Orange Conference

17 Louis Road
Richards 2192
PO Box 46061
Orange Grove, 2119
Telephone: (011) 640-3084/5/6
Fax: (011) 485-1447
E-mail: treasurer@tocsda.org.za

05 February 2007

The Director
SEDC OM
PO Box 468
BLOEMFONTEIN
9300

Dear Mr Scholtz

SALE OF WEST RAND FARM : (NO. 8 & 15 DISWILMA 33 AGRICULTURAL HOLDINGS)

Enclosed is the signed offer to purchase of the above property, and the committee minute that approved this sale.

EM Sibanyoni
TREASURER

06 – 146 **Passing-Away (Death)**

Voted to record with sadness the passing away of one of the TOC retiree in the person of Mr T Ngobese on the 05 March 2006 and who has served the denomination as a credentialed teacher for many years.

06 – 147 **West Rand Farm**

Voted to approve the sale of the Krugersdorp Farm whose details are as follows:

Description: No. 8 & 15 Diswilmar Agricultural Holdings
Size : No.8 = 2,0215 Hectares
No.15 = 2,0215 Hectares
Purchaser : Prestige Park (Proprietary) Limited
Purchase Price: R9 600,000,00 (Nine Million Six Hundred Thousand Rands)

Mrs N Magagula arrived at this time.

06 – 149 **Application for Car Loan : Ps P P Mbedzi**

Voted to underwrite the car loan application for Ps P P Mbedzi for the amount of R47 000, 00 (Forty Seven Thousand Rand) and to pass the application to SAU Special Assistance for processing.

06 – 150 **Application for Car Loan: Ps J E Netshifulani**

Voted to underwrite the car loan application for Ps J E Netshifulani for the amount of R47 000, 00 (Forty Seven Thousand Rand) and to pass the application to SAU Special Assistance for processing.

06 – 151 **Application for Car Loan: Ps M B Molopa**

Voted to underwrite the car loan application for Ps P M B Molopa for the amount of R47 000, 00 (Forty Seven Thousand Rand) and to pass the application to SAU Special Assistance for processing.

06 – 152 **Application for Marriage Officer Status : Ps M B Molopa**

Voted to approve the application from Ps B P Molopa to study to acquire Marriage Officer status with the Department of Home Affairs, RSA.

06 – 153 **TOC Executive Committee Member: Lowveld District**

Voted to advise the Lowveld District Management Board to abide by the TOC Excom, request to submit three names from which one name will be elected by the Excom for membership in the TOC Executive Committee.

06 – 154 **Action to be rescinded**

ANNEXURE 13: 15 FEB. 2007 SEDCOM COUNCIL MEETING MINUTES

21

EXTRACT FROM THE MINUTES OF THE BOARD OF DIRECTORS OF SEDCOM (INCORPORATED ASSOCIATION NOT FOR GAIN) REG. NO. 1921/902194/08 HELD AT BLOEMFONTEIN ON THE 15TH DAY OF FEBRUARY 2007

RESOLVED

To approve the sale to PRESTIGE PARK (PROPRIETARY) LIMITED, of

HOLDINGS 8 AND 15 DISWILMAR AGRICULTURAL HOLDINGS, REGISTRATION DIVISION I.Q., TRANSVAAL

IN EXTENT: 2,0215 (TWO COMMA ZERO TWO ONE FIVE) hectares

HELD BY: Deed of Transfer No. T22252/87

FOR THE SUM OF: R9 600 000,00 (NINE MILLION SIX HUNDRED THOUSAND RAND)

on terms and conditions more fully described in the Offer to Purchase signed by ELLIOT MAJAHA SIBANYONI at Roodepoort on the 9th day of December 2006.

AND FURTHER that FRANCOIS LOUW, President; ANDRÉ JOHAN SCHOLTZ, Secretary; and MARTHA EVERT, Trustee; be and are hereby authorised to sign the Power of Attorney to pass Transfer only, and that all the other documents necessary in order to effect registration of transfer be signed by the said Secretary, ANDRÉ JOHAN SCHOLTZ.

IT IS CONFIRMED that the aforesaid property does not constitute the whole or greater part of the assets of the Association.

CERTIFIED A TRUE COPY

A J SCHOLTZ
Secretary

ANNEXURE 14: 20 JUNE 2007 SIBANYONI'S LETTER TO SEDCOM

-JUN-2007 10:20

22

SEVENTH-DAY ADVENTIST CHURCH | Trans-Orange Conference

17 Louis Road
Orchards 2192
P.O. Box 46061
Orange Grove, 2119
Telephone (011) 640-3084/5/6
Fax: (011) 484-1447
E-mail: treasurer@tocsda.org.za

20 June 2007

The Director
SEDCOM
PO Box 468
Bloemfontein
9300

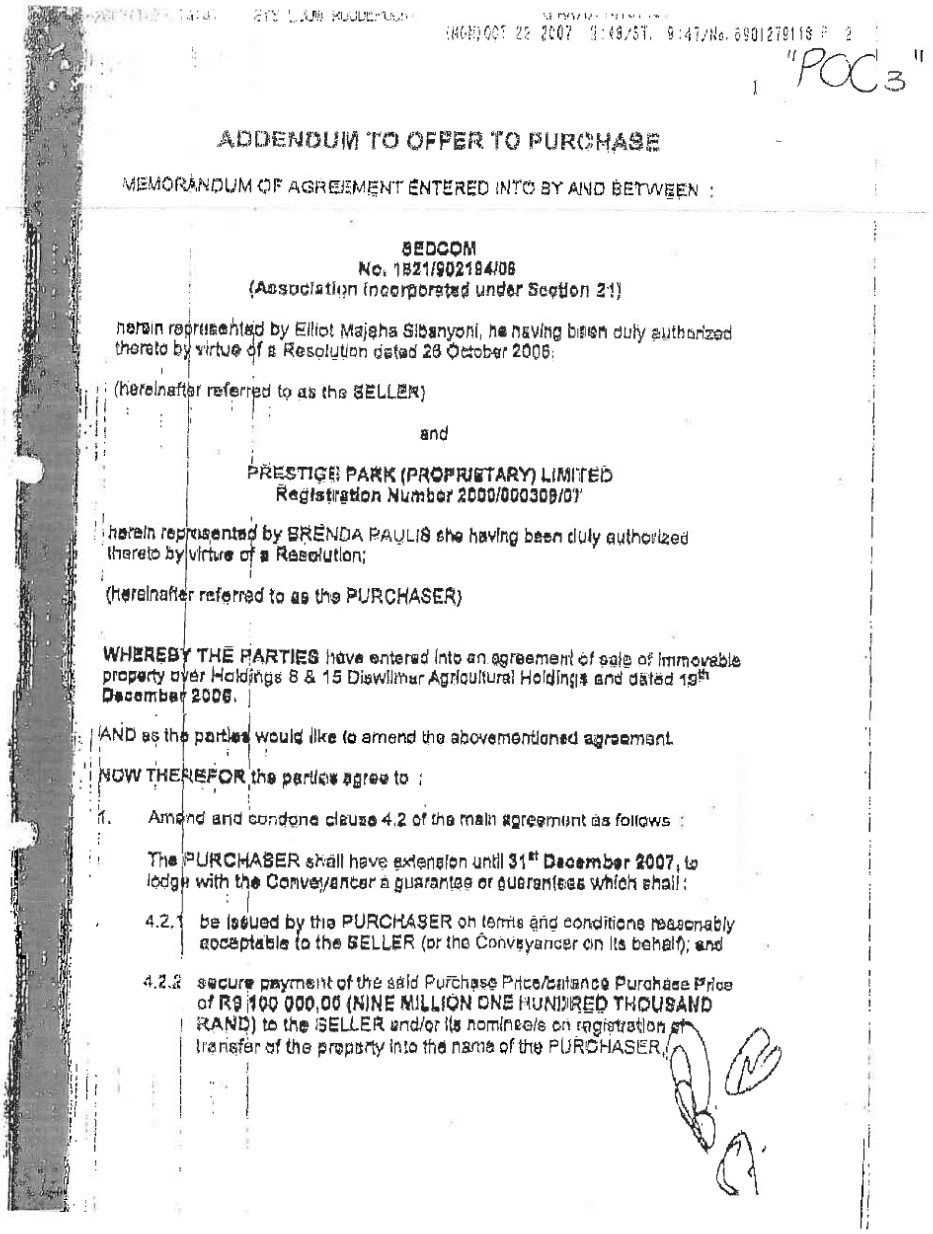
Dear Mr Scholtz

EVICTIONS OF TENANTS (HOLDING 8 & 15 DISWILMAR)

I have received the attached document and I am sending it to you for signing. The Conference has an account for the West Rand people which will be debited whenever payments to the attorneys are to be made. The evictions are urgent. On signing, the attorneys will begin their work. (I tried to forward this by email!)

EM Sibanyoni

ANNEXURE 15: 29 OCTOBER 2007 OTP ADDENDUM



(MON) OCT 29 2007 9:48/ST. 9:47/No. 6901279118 P 2

"POC3"

ADDENDUM TO OFFER TO PURCHASE

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN :

SEDCOM
No. 1621/002194/08
(Association incorporated under Section 21)

herein represented by Elliot Majeha Sibanyoni, he having been duly authorized thereto by virtue of a Resolution dated 26 October 2006;

(hereinafter referred to as the SELLER)

and

PRESTIGE PARK (PROPRIETARY) LIMITED
Registration Number 2000/000309/07

herein represented by BRENDA PAULS she having been duly authorized thereto by virtue of a Resolution;

(hereinafter referred to as the PURCHASER)

WHEREBY THE PARTIES have entered into an agreement of sale of immovable property over Holdings 8 & 15 Diswilmar Agricultural Holdings and dated 19th **December 2006.**

AND as the parties would like to amend the abovementioned agreement.

NOW THEREFOR the parties agree to :

1. Amend and condone clause 4.2 of the main agreement as follows :

   The PURCHASER shall have extension until 31st **December 2007**, to lodge with the Conveyancer a guarantee or guarantees which shall :

   4.2.1 be issued by the PURCHASER on terms and conditions reasonably acceptable to the SELLER (or the Conveyancer on its behalf); and

   4.2.2 secure payment of the said Purchase Price/balance Purchase Price of **R9 100 000,00 (NINE MILLION ONE HUNDRED THOUSAND RAND)** to the SELLER and/or its nominee/s on registration of transfer of the property into the name of the PURCHASER.

provided that registration shall not precede due compliance with clause 2 below.

2. The warranties in clause 8 of the main Agreement will remain the same and be complied with by the Seller on or before the 31st December 2007.

SIGNED at Orange Grove on the 29 day of OCTOBER 2007.

AS WITNESSES:

1. _____

2. _____

_____
SELLER

SIGNED at KRUGERSDORP on the 30th day of OCTOBER 2007.

AS WITNESSES:

1. _____

2. _____

_____
PURCHASER

ANNEXURES: FEBRUARY 2008 – SEPTEMBER 2011

ANNEXURE 16: 01 FEB. 2008 SIBANYONI'S LETTER TO SEDCOM

23

SEVENTH-DAY ADVENTIST CHURCH | Trans-Orange Conference

17 Louis Road
Orchards 2192
P.O. Box 46041
Orange Grove, 2119
Telephone: (011) 640-3084/5/6
Fax. (011) 485 1447
E-mail: treasurer@transda.org.za

01 February 2008

SEDCOM
PO Box 468
BLOEMFONTEIN
9300

Dear Mr Scholtz

DISWILMAR: HOLDINGS 8 & 15

The latest report on the above is as follows:

All the people have left the farm except two families. I believe these are the families who have been staying there for over thirty years. However, the church has requested the MEC for housing to identify two RDP houses for these families. The church is even prepared to buy these if given the chance. The two families I am told were collectively offered R190,000 by the West Rand district but they refused the money saying they prefer to be given houses instead. Hence the request to the Gauteng MEC for RDP houses.

I learned yesterday that the purchaser has verbally requested (through his lawyers) to be granted permission by us to move his equipment to the farm in preparation to start his work. I think he will put it writing. The buyer is being kind to the church because he should have gone to court by now. At this stage we have no instructions to give Sedcom.

Yours sincerely

EM Sibanyoni
TREASURER

4/1/2008

P. 01

ANNEXURE 17: 18 FEB. 2008 SCHOLTZ'S LETTER TO SETSIBA

24

sedp 0025

18 February 2008

The President
Trans-Orange Conference
P O Box 46061
ORANGE GROVE
2119

Dear Ps Setsiba

TRANSFER: SEDCOM / PRESTIGE PARK
HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS

Reference is made to your letter dated 7th February 2008 addressed to Gys Louw Law Practice and copied to SEDCOM.

As the property holding entity of the Seventh-day Adventist Church in South Africa and acting upon the instructions received from the Trans-Orange Conference, please advise us immediately which steps you propose taking in order to comply with the provisions of the Agreement of Purchase signed on the 19th of December 2006 and the subsequent addendums, in order for registration of transfer to take place without any further delay.

It is to be noted that the failure to comply with the terms of the Agreement could result in the Agreement being cancelled and the defaulting party to be sued for damages.

Please let me have your urgent response.

Yours faithfully

A J SCHOLTZ
Secretary

AJS:cdw

Copy to Gys Louw Law Practice

ANNEXURE 18: 03 MARCH 2008 LETTER OF DEMAND

P.O. Box 1353
Strubensvallei 1735
Tel: 011 958 1259
Office cellular: 071 435 9654
Fax: 011 958 1226
Alternative fax: 0866 085 302

LEEUWNER MARITZ

ATTORNEYS · NOTARIES · CONVEYANCERS

3 Coldstream Office Park
C/o Hendrik Potgieter &
Van Staden Roads
Little Falls

Our ref: JLM/REA/LIT/002 Your ref. E M Sibanyoni Date: 03 March 2008

SEDCOM
ATTENTION: E M Sibanyoni /David Kumbi
Via fax: 051 448 8059
and
17 Louis road
Orchards
Orange Grove
2192

BY REGISTERED POST

Dear Sir / Madam,

PURCHASE AGREEMENT BETWEEN SEDCOM AND PRETIGE PARK (PTY) LTD DATED 17 DECEMBER 2006

We refer to the abovementioned matter.

We confirm that we act on behalf of Realty Concepts Property Group CC, duly represented by Jack Smith.

On 17 November 2006 you granted a written mandate to my client to market and sell Portion 8 and 15 of the farm Diswilmar.

Through their introduction, the property was sold to Prestige Park (Pty) Ltd whereupon a written agreement was entered into between the parties dated 17 December 2006.

In accordance with clause 14 of the agreement of purchase and sale aforementioned, agents commission in the amount of R480, 000.00(four hundred and eighty thousand rand) (incl. VAT) has been deemed to have been earned upon signature of the said agreement and is payable by the seller.

We have been instructed by our client to demand from you, as we hereby do, payment in the sum of R480, 000.00(four hundred and eighty thousand rand)(incl. VAT) within 7 (seven) days after dispatch hereof.

If you should fail to pay the said amount of R480, 000.00(four hundred and eighty thousand rand) (incl. VAT), within the period of 7 (seven) days, we will have no other choice but to institute further legal action against you.

We confirm that this is not a complete or comprehensive exposition of our client's rights.

Yours faithfully,

JM Leeuwner-Maritz
LEEUWNER MARTITZ ATTORNEYS

PARTNERS:
J M LEEUWNER-MARITZ
J H S MARITZ

ANNEXURE 19: 20 MARCH 2008 LETTER FROM SIBANYONI TO SEDCOM

SEVENTH-DAY ADVENTIST CHURCH
Trans-Orange Conference

17 Louis Road
Orchards 2192
P.O. Box 46061
Orange Grove, 2119
Telephone: (011) 840-3064/5/6
Fax: (011) 485-1447
E-mail: treasurer@tocsda.org.za

20 March 2008

SEDC OM

PO Box 468

BLOEMFONTEIN

Dear Mr Scholtz

PURCHASE AGREEMENT: SEDCOM AND PRESTIGE PARK-NO 8 AND 15 DISWILMAR

I received the attached letter last week on Wednesday.

The problems with the West Rand farm are not over. While the majority of the farm dwellers have left the place, two families are still remaining. I am forwarding the attached letter because we do not know how to respond to these lawyers.

Yours sincerely

EM Sibanyoni

TREASURER

Cc: A Setsiba (president)

J Netshifulani (secretary)

ANNEXURE 20: 28 MARCH 2008 RESPONSE FROM SCHOLTZ

FARM

Thandi Nkosi

From: A J Scholtz [sau.sedcomdir@adventist.org.za]
Sent: 28 March 2008 12:10 PM
To: sec.sec@tocsda.org.za
Cc: sau treasurer; SAU President; Trevor Kunene; Secretary TOC; President TOC
Subject: DISWILMAR PLOTS 5 & 15

Dear Ps Sibanyoni,

Thank you for your faxed message dated 20 March 2008. Due to staff illness your letter was only brought to my attention today and I apologize for our failure to react sooner.

This matter is becoming a serious embarrassment to the SDA Church. I am told that the families still occupying the property are SDA Church members who refuse to vacate the property. WHY?

Fact of the matter is that the TOC signed a contractual agreement (accepted the Offer to Purchase signed by Prestige Park). In terms of this contract SEDCOM, as represented by the local church and the TOC, undertook to make the property available to the purchaser free of any occupants before registration of transfer takes place. When signing the contract TOC was aware of this condition and accepted the responsibilities that this brought about.

It is, therefore, the imperative and undisputable duty of the TOC together with the local church to have the occupants removed without delay. TOC should have had a plan of action as to how to achieve this BEFORE signing contract.

Unfortunately I have also received no reaction to my letter to Ps Setsiba dated 18 February 2008. It seems that nobody wants to accept any responsibility regarding the removal of the occupants of the property while THIS WAS A CONTRACTUAL PREREQUISITE OF THE OFFER TO PURCHASE, as accepted by the TOC.

This situation CAN NO LONGER BE TOLERATED AND MUST BE RESOLVED.

An outflow of this lack of action on the part of TOC now leads to a summons for the payment of the agent's commission. I find it most embarrassing to have to advise the TOC on this matter because we are clearly guilty of contravention of the contract conditions and to defend the action is simply going to lead to further financial losses. To my mind, the amount demanded must be paid immediately to avoid SEDCOM (therefore TOC) from being sued. SEDCOM will definitely take this as a VERY SERIOUS breach of integrity on the part of the local church and TOC. I also suggest that this amount is not paid by the transferring attorneys from the purchase price apid to them because .....

The next action you can definitely expect, is for immediate compliance with the terms of the contract (removal of the occupants) or for cancellation of the purchase agreement together with claims for losses suffered by the purchaser. At a purchase price of R9,6 million Rand, I would hate to think what dammages could amount to.

What I fail to understand is the following issues:

1. What plan of action did the sellers have for remaoval of the occupants of the property in order to comply with their contractual obligations?

2. Why does the local church group and TOC find it so difficult to have the families removed?

3. What happened to the assistance that would have been given for removal of the occupants by MAHLANGU, NKOMO, MABALA & RATSHIMBILANI and for which SEDCOM had to take a special action?

This matter has dragged on long enough is the situation is totally unacceptable.

PLEASE ADVISE ME WHAT ACTIONS THE TOC INTENDS TO TAKE TO BRING THIS MATTER TO CONCLUSION.

2008/04/03

The problem is not going to be resolved by the parties ignoring it !!!!!!!!

I look forward to your reposnse.

Regards

André Scholtz
SEDCOM

2008/04/03

ANNEXURE 21: 03 JUNE 2008 RESPONSE FROM WEST-RAND

26

SEVENTH-DAY ADVENTIST CHURCH

West Rand District

03 June 2008

Attention: SEDCOM

RE: PAYMENT TO JACK SMITH

With regards to the demand of payment of commission to agent Jack Smith, the West Rand District is instructing you to defend us. Base your defence on the following reasons:

- Incomplete deal.
- Payments should be made out of proceeds.
- Deliberations which led to addenda without the participation of the district.
- The Management Bard is not informed of the deliberation which led to the agenda dated 2 April 2008 which also quotes other agenda which the board is not in possession of mandate was not given to all the negotiators.
- Management Board has doubts about the validity of the whole deal (Farm selling).
- Removal of tenants demands much money from the district which is unavailable currently.

Yours faithfully

David Kumbi
West Rand District Secretary
083 218 1446
davidk@drivecon.net

Fax 086 636 7286

ANNEXURE 22: 05 JAN. 2008 LETTER FROM SMITH V/D WATT

SMITH VAN DER WATT ING. /INC.

Registrasienommer\ Registration Number 1992/001696/21
PROKUREURS, TRANSPORTBESORGERS EN NOTARISSE
ATTORNEYS, CONVEYANCERS AND NOTARIES

VOORTREKKERWEG\RD 258
MONUMENT
KRUGERSDORP

LODGEMENT NO 225
DX 4 KRUGERSDORP

TEL: (011) 668-5400
TELEFAX: (011) 954-1196
POSBUS/P.O. BOX 399
PAARDEKRAAL
1752
E-MAIL: smithlaw@legalcom.co.za
carol@smithlaw.co.za
DIRECT FAX: 086 659 9483
DIRECT TEL: 668-5406

ONS VERW/OUR REF: Mr Crous/C Fouché

U VERW/YOUR REF: Mr AJ Scholtz

5/01/2009

Sedcom (Association incorporated under Section 21)
E-mail : sau.sedcomdir@adventist.org.za

Sir

HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS

We are acting on behalf of Prestige Park (Pty) Ltd, the Purchaser of the two above properties in terms of a Deed of Sale dated the 19th December 2006. For convenience this communication is followed by the Deed of Sale and you are referred to a recent telephonic discussion with Mr Danie Paulis, the representative of our client.

In view of the fact that the Seller has been unable to comply with the warranties in clause 5 and in particular to give our client vacant possession of the properties our client's rights have detrimentally been effected by the failure. In view of the above and without prejudice to existing rights of both parties, he proposes reviewing and amending certain provisions of the contract to accommodate both parties.

THE FOLLOWING CLAUSES OF THE CONTRACT NEED CONSIDERATION

4.1 The purchase price is R9 600 000,00 (NINE MILLION SIX HUNDRED THOUSAND RAND);

4.1.1 a non-refundable deposit of R500 000,00 (FIVE HUNDRED THOUSAND RAND) is held in trust by attorneys Gys Louw & Partners;

4.2 Guarantees for the balance of the purchase price had to be lodged by 13 July 2007;

5. Warranties are provided and in particular vacant possession of the properties;

8. Vacant occupation had to be given against payment of the deposit;

Direkteure / Directors
Henning Johannes Rykaart De Villiers, Leon Locck
Praktiserende Konsultant/Practising Consultant
Anthony Crous
Bygestaan deur/Assisted by
Rosa van Niekerk en/and
Tikanelo Cynthia Sibanda
BTW / VAT 4950101075

14. Agent commission amounting to R480 000,00 (FOUR HUNDRED AND EIGHTY THOUSAND RAND);

COMPLIANCE OR NON COMPLIANCE

The deposit was paid on 22nd March 2007.

On the 24th January 2008 a guarantee for R5 000 000,00 (SIX MILLION RAND) was lodged with the transferring attorneys Gys Louw & Partners as well as an undertaking by Nedbank to pay the balance of R3 100 000,00 (THREE MILLION ONE HUNDRED THOUSAND RAND) before registration.

We were under instructions by Nedbank not to proceed with the registration of the development bond until the Seller could comply with the warranties.

To date and notwithstanding negotiations by the Seller's attorneys, Messrs MNMR the Seller has not been able to comply with the warranties. On various occasions we have also been in contact with the attorneys explaining the importance of vacant possession.

The last time that we heard from the Seller's attorneys, was on 25 January 2008 confirming on-going negotiations with the Molefe family and also receiving a copy of the attached facsimile from the Department of Land Affairs. Notwithstanding this compromise the Seller has apparently failed to implement same as our client could not establish whether Mogale Municipality has been approached for the allocation of two (2) houses.

To date the main residence is still occupied by the Pastor (a certain Gilbert) and family and other structures are occupied by the Molefe family and apparently also squatters.

From the above it is apparent that there are still numerous occupants on the properties and Nedbank will not authorise us to proceed with the registration of the development bond over the properties.

Due to the uncertainty surrounding vacant occupation our client was obliged to suspend its application for township establishment causing a delay of approximately 2 years.

WITHOUT DEROGATING FROM THE GENERAL TENOR OF THE CONTRACT OUR CLIENT PROPOSES THE FOLLOWING

For assistance we attach hereto a reduced drawing of the two properties using letters to indicate the position (more or less) of certain structures or positions on the properties.

1. That the deposit of R500 000,00 (FIVE HUNDRED THOUSAND RAND) be released to us by attorneys Gys Louw & Partners, to be held in trust and be applied as will be apparent from the proposals hereunder;

2. The transfer of the two properties be postponed until the 31st January 2011 considering the fact that Nedbank refused registration of the development bond without our client obtaining vacant possession. With bank guarantees to be lodged on or before 31 December 2010;

3. That the Church retain use of the properties as and when required;

4. That the Pastor and his immediate family retain occupation of the present residence indicated by "A" until the 31st October 2010;

5. That all other occupants be removed from the properties and the renovated garages, they occupy, indicated by the letter "B" and that the Molefe family be moved from the structure marked "C" to structure "B";

6. That our client be authorised to do the following on the properties. Everything done or constructed on the properties by our client, will be at our client's risk for profit or loss and in respect of which he will waive all rights which he may have by way of a lien or otherwise for improvements to the properties;

   6.1 to erect a electrical substation at position "D" to be used by the Local Municipality for electrical distribution purposes;

   6.2 the use of the storeroom indicated by "F" as a site office and for storage purposes;

   6.3 to erect boundary walls and an entrance gate to the properties in accordance with architectural drawings to be submitted to the Seller for approval;

   6.4 to erect a twenty unit apartment block on no 15 in the area indicated by the letter "G" for show and marketing purposes;

   6.5 to clean and maintain both properties, undertaking and executing the above without interfering with the rights of the Pastor, his immediate family and the Molefe family;

7. R400 000,00 (FOUR HUNDRED THOUSAND) of the R500 000,00 (FIVE HUNDRED THOUSAND) deposit will be utilised to pay as commission to Realty Concepts with the latter withdrawing its claim against the Seller and each party paying its own legal costs (in principle Realty has consented hereto);

8. The balance of the deposit of R100 000,00 (ONE HUNDRED THOUSAND RAND) plus a further R100 000,00 (ONE HUNDRED THOUSAND RAND) contribution by our client must be applied by the Seller towards the acquisition of two residences for the Molefe family, as agreed to and detailed in the communication of the Department of Land Affairs;

9. Only the Pastor, his immediate family and the Molefe family are to be allowed to reside on Holding number 8 and all occupants must vacate the properties not later than the 31st October 2010. No other people are to be allowed to reside on the properties and that our client is authorised to monitor same;

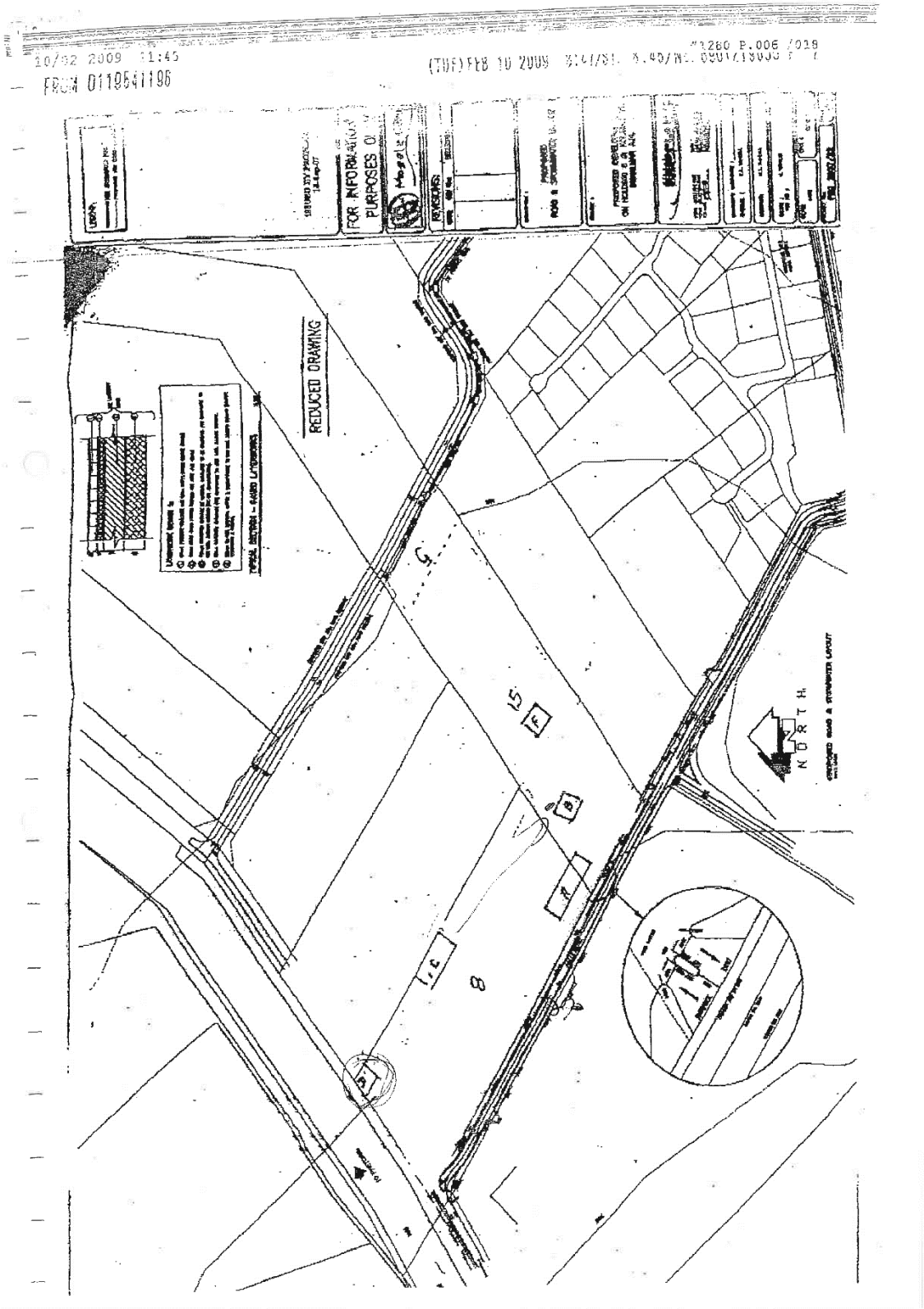
10. The contents of the letter from the Department of Land Affairs and the compromise reached must be included as a warranty in clause 5 of the Agreement.

11. Against conclusion of such a revised Agreement between the parties our client will waive all claims of whatsoever nature against the Seller.

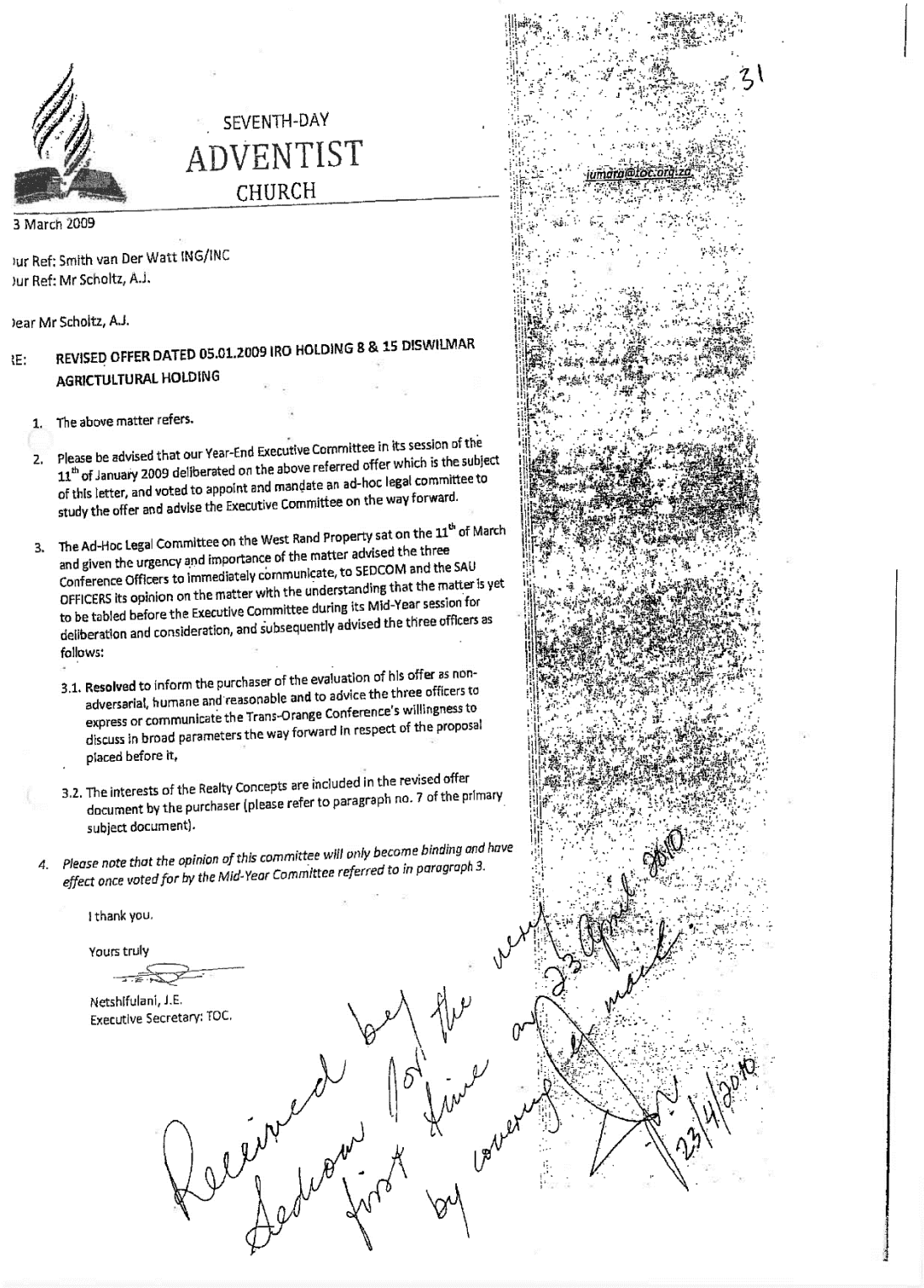
Direkteure / Directors
Henning Johannes Rykaart De Villiers, Leon Loock
Praktiserende Konsultant/Practising Consultant
Anthony Cross
Bygestaan deur/Assisted by
Rosa van Niekerk en/and
Tikanelo Cynthia Sibanda
BTW / VAT 4690101078

Although the above only constitutes the basic frame work, we will appreciate your kind consideration of the above proposals and your positive response thereto.

Yours faithfully
SMITH VAN DER WATT ING.
per:


FOR INFORMATION
PURPOSES O
REVISIONS
REDUCED DRAWING
NORTH

ANNEXURE 23: 13 MARCH 2009 LETTER FROM NETSHIFULANI



SEVENTH-DAY
ADVENTIST
CHURCH

31

jumara@toc.org.za

3 March 2009

)ur Ref: Smith van Der Watt ING/INC
)ur Ref: Mr Scholtz, A.J.

)ear Mr Scholtz, A.J.

IE: **REVISED OFFER DATED 05.01.2009 IRO HOLDING 8 & 15 DISWILMAR AGRICTULTURAL HOLDING**

1. The above matter refers.
2. Please be advised that our Year-End Executive Committee in its session of the 11th of January 2009 deliberated on the above referred offer which is the subject of this letter, and voted to appoint and mandate an ad-hoc legal committee to study the offer and advise the Executive Committee on the way forward.
3. The Ad-Hoc Legal Committee on the West Rand Property sat on the 11th of March and given the urgency and importance of the matter advised the three Conference Officers to immediately communicate, to SEDCOM and the SAU OFFICERS its opinion on the matter with the understanding that the matter is yet to be tabled before the Executive Committee during its Mid-Year session for deliberation and consideration, and subsequently advised the three officers as follows:
   - 3.1. **Resolved** to inform the purchaser of the evaluation of his offer as non-adversarial, humane and reasonable and to advice the three officers to express or communicate the Trans-Orange Conference's willingness to discuss in broad parameters the way forward in respect of the proposal placed before it,
   - 3.2. The interests of the Realty Concepts are included in the revised offer document by the purchaser (please refer to paragraph no. 7 of the primary subject document).
4. *Please note that the opinion of this committee will only become binding and have effect once voted for by the Mid-Year Committee referred to in paragraph 3.*

I thank you.

Yours truly

Netshifulani, J.E.
Executive Secretary: TOC.

Received by the Sedcom for the first time on 23 April 2010 by courier & mail.
23/4/2010

ANNEXURE 24: 07 JUNE 2009 MEETING MINUTES

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MINUTES OF THE WEST RAND ELDERS AND DELEGATES MEETING
HELD AT ORLANDO EAST, SOWETO.
ON JUNE 07, 2009

Attendees: See Attendance Register

Opening Devotion: Hymn was sung.
Ps C K Moepeng read from Prov 3:5. His emphasis was on trusting the Lord's leading every time rather than relying on human wisdom and understanding.

Prayer offered by Elder Mabunda and Bro Mathanga.

Welcome Remarks: The Chairperson, Bro R Simango welcomed all present and apologised for starting the meeting late.

Apologies: Ps M E M Seoketsa, Bro D Kumbi, Bro Tshabalala, and Bro Magalela.

Minutes of the Previous Meeting: Chairperson apologised for the minutes' unavailability.

1/06/09 **Update on Farm sale and Litigation**

The Farm Committee Chairman, Bro M Motea, gave a narrative report stating that in-spite of the mandate to sell the farm, the status of the farm ownership was still in the hands of the West Rand District with the following highlights:-

- The buyer's negotiation in bad faith, which was evidenced by his trespassing as in demolishing structures on the farm and insinuations to eject the farm tenants before the sale was properly closed.
- That the the estate agent who was not acting in the interest of the seller, the West Rand District,
- That the previous agreements, terms and conditions of sale were violated by both ourselves, the sellers, in failing to remove the tenants in the property and the buyer who failed to honour his payments' deadlines and subsequent presentations of new proposals and amendments to offer to purchase; the latest being dated 05 January 2009, which deferred the payments and transfers to Oct 2010 and Jan 2011.

The chairman indicated that the Conference was, through the President doing their best to address the litigation problem. He further reported that the report of the Conference's intervention will only be available after a meeting due to be held on the 18th June 2009.

Given the above statement and deliberations summarised above, the delegates duly,

(a) Voted to recommend to the district churches that the sale of HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS be cancelled forthwith.

(b) **Voted** to record the votes in support of the motion as 79, opposed, 02 and abstain, 04.

Bro R Sithole (Orlando East delegate) indicated his departure and left for a family commitment at this point.

2/06/09 UPDATE OF SERVICES AND TAXED OWED TO MOGALE CITY

The report on our debt to the City was given to the delegates by the treasurer Bro T P Tshivhenga (see attached document). On the agreement made previously that the churches contribute R460,00 (four hundred and sixty rands)towards the farm upkeep, he indicated that not more than 10 (ten) churches have contributed.

He recommended that delegates go and discuss with principals the possibility of the District withdrawing from SEDCOM as a holding organization since Mogale City views it (SEDCOM) as a profit making organization and thus making us liable to payments of taxes which are not paid by other non-profit making organizations. After deliberations on the matter it was:

Voted to approach the TOC for a loan to service the account.
(Delegates – 78 voted yes and 11 voted nay/no)

03/06/09 REPORT ON FARM ACCOUNT AND PROPOSAL FOR PAYMENT OF OUR DEBTS

It was indicated that the task of receiving contribution from the churches may be a difficult one without proper and well spelt out explanations. It was therefore agreed that the treasury prepare a detailed financial report on the farm account to be presented at the next meeting on farm related matters.

1. **CLOSURE:** The chairman, Bro R Simango, thanked members for their patience, contributions and attendance.
Ps P Mahlangu prayed and the meeting closed at 13h33.

Chairperson: Bro R Simango....

Secretary:.....

ANNEXURE 25: 22 JUNE 2009 LETTER FROM FINKELSTEIN

MARK FINKELSTEIN BCOM LLB (WITS)
CELL 082 808 3621

FINKELSTEIN & ASSOCIATES
ATTORNEYS

97 – 8th Street, Orange Grove,
Johannesburg, 2192
Docex 37, Johannesburg
Tel: (011) 640-7651
Fax: (011) 640-6827
e-mail address: fingate@mweb.co.za
e-mail address: heatherbank@mweb.co.za

Our Ref : Mr. Finkelstein/hb/T74
Your Ref

Attention Pastor Setiba

Per e-mail: asetsiba@yahoo.com

Date 22 June 2009

Dear Sirs

RE: TRANS ORANGE CONFERENCE / SALE OF PROPERTY

We refer to the above matter and enclose herewith Memorandum for your attention and perusal.

Yours faithfully

MARK FINKELSTEIN

MEMORANDUM

22 JUNE 2009
T74
TRANS-ORANGE CONFERENCE /SALE OF PROPERTY

1. **Breach of Agreement**
2. **Mandate**
3. **The Breach clause and the procedure to action the Breach clause**

BACKGROUND: AGREEMENT OF PURCHASE AND SALE OF IMMOVABLE PROPERTY

PROPERTY: HOLDING 8 DISWILMAR
AGRICULTURAL HOLDINGS
REGISTRATION DIVISION I.Q.
THE PROVINCE OF GAUTENG
IN EXTENT 2,0218 (TWO comma NOUGHT TWO ONE FIVE) HECTARES

AND

HOLDING 15 DISWILMAR
AGRICULTURAL HOLDINGS
REGISTRATION DIVISION I.Q.
THE PROVINCE OF GAUTENG
IN EXTENT 2,0215 (TWO comma NOUGHT TWO ONE FIVE) HECTARES

BOTH HELD BY DEED OF TRANSFER T22252/1987

PURCHASE PRICE: **9,6 MILLION RANDS** EXCL VAT

INITIAL PAYMENT **R500 000,00** PAYABLE DIRECTLY TO THE SELLER ON **20 MARCH 2007**.

9,1 MILLION RANDS SHALL BE PAID TO THE SELLER AGAINST REGISTRATION OF TRANSFER OF THE PROPERTY INTO THE NAME OF THE PURCHASER.

WARRANTIES: **CLAUSE 5.1.7**
"ON THE DATE OF REGISTRATION OF THE PROPERTY INTO THE NAME OF THE PURCHASER, THE SELLER SHALL GIVE TO THE PURCHASER **VACANT POSSESSION**, USE AND OCCUPATION OF THE PROPERTY, FREE OF ANY LEASE OR OTHER RIGHT OF USE, POSSESSION OR OCCUPATION OF THE PROPERTY HELD OR ASSERTED BY ANY THIRD PARTY"

BREACH OF WARRANTY: **CLAUSE 5.2**
"THE SELLER INDEMNIFIES AND HOLDS THE PURCHASER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, CLAIMS, ACTIONS, LIABILITIES, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER AND HOWSOEVER INCURRED WHICH ARE SUFFERED OR SUSTAINED BY THE PURCHASER PURSUANT TO ANY BREACH OF ANY WARRANTIES CONTAINED IN THIS AGREEMENT."

BREACH : (CLAUSE 10.1)
"IN THE EVENT OF THE PURCHASER FAILING TO MAKE THE INITIAL PAYMENT REFERRED TO IN CLAUSE 4 ABOVE AND PERSISTING IN SUCH FAILURE FOR A PERIOD OF 7 (SEVEN) DAYS AFTER RECEIPT OF A WRITTEN NOTICE FROM THE SELLER CALLING UPON HIM TO MAKE SUCH PAYMENT; OR

"IN THE EVENT OF EITHER OF THE PARTIES (THE DEAULTING PARTY) COMMITTING A BREACH OF ANY OF THE OTHER TERMS OF THIS AGREEMENT AND FAILING TO REMEDY SUCH BREACH WITHIN A PERIOD OF 14 DAYS AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OTHER PARTY (THE AGGRIEVED PARTY) CALLING UPON THE DEFAULTING PARTY TO REMEDY THE BREACH COMPLAINED OF, THEN THE AGGRIEVED PARTY SHALL BE ENTITLED AT ITS SOLE DISCRETION AND WITHOUT PREJUDICE TO ANY OF ITS OTHER RIGHTS IN LAW, EITHER TO CLAIM SPECIFIC PERFORMANCE OF THE TERMS OF THIS

AGREEMENT OR TO CANCEL THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER NOTICE CLAIM AND RECOVER DAMAGES FROM THE DEFAULTING PARTY."

(CLAUSE 10.2)
"IN THE EVENT THAT THE PURCHASER IS THE DEFAULTING PARTY, THE INITIAL PAYMENT SHALL BE FORFEITED TO THE SELLER AS ROUWKOOP.

IN THE EVENT THAT THE SELLER IS THE DEFAULTING PARTY, THE PURCHASER SHALL IMMEDIATELY UPON CANCELLATION OF THIS AGREEMENT RECEIVE FROM THE SELLER THE INITIAL PAYMENT MADE BY THE PURCHASER."

SPECIAL CONDITIONS: "THIS AGREEMENT IS SUBJECT TO THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS OF SEDCOM (INCORPORATED ASSOCIATION NOT FOR GAIN) OF THE CONTENTS OF THIS AGREEMENT ON OR BEFORE THE 31ST JANUARY 2006."

1. Breach

The purchaser has not paid the 9,1 Million Rands of the purchase price to date. The reason why the purchaser alleges it has not paid the 9,1 Million Rands is due to the fact that the seller has not yet provided the purchaser with vacant possession of the property.

Vacant possession need only be provided to the Seller on Registration of the property, which has not taken place. As a result of this the Seller is not in breach of the Agreement.

The Purchaser is in breach of the agreement in that it has not furnished guarantees for the 9.1 Million Rands.

In terms of the contract it would appear that the Purchaser being the defaulting party, would forfeit the initial payment of R 500 000.00, to the Seller as Rouwkoop.

2. Mandate

Initially there were two offers one for 11 Million Rands and one for 9.6 Million Rands. There was a resolution passed to sell the Farm for 11 Million Rands. The sale is accordingly a breach of the mandate provided to the trustees of SEDCOM.

The resolution dated 26 October 2006, did not form part of the papers provided to us.

The Agreement is also subject to the written approval of the board of directors of SEDCOM. This written approval simdarly is not in the papers provided to us.

It appears that no mandate exists, to sell the farm at 9,6 Million Rands. The mandate was at 11 Million Rands.

3. The Breach clause and the procedure to action the Breach clause

The Purchaser has failed to provide the guarantees of 9,1 Million rands, to the Seller. The Purchaser says the failure to provide the guarantees is due to the Seller's failure in not placing the Purchaser in vacant possession of the property. However, in terms of the contract the Seller need only place the Purchaser in

vacant possession of the property, "on the date of registration of the property into the name of the Purchaser." This event has not taken place yet.

Therefore, the Purchaser's failure in not providing the guarantees amounts to Repudiation on his part. This is due to the fact that *"the purchaser attaches an incorrect interpretation to the contract and is only prepared to execute the contract as he interprets it"*.

- *A claim of Cancellation and Damages in terms of the contract on grounds of repudiation.*

  "Repudiation of any contractual duty amounts to breach of contract". In terms of the contract the aggrieved party shall be entitled to cancel the agreement forthwith and without further notice claim and recover damages from the defaulting party.

The Purchaser's delay in providing the guarantees, would also place the purchaser in the breach category of *"mora debitoris*, or delay by the debtor, is a wrongful failure to perform timeously".

"Mora occurs where the debtor fails to tender the performance owed by him in terms of a particular obligation timeously, or timeously tenders incomplete or defective performance."

The Purchaser has tendered incomplete performance, in that he has paid the initial payment of R500 000,00, but has not provided the guarantees for the remainder of the purchase price being the 9,1 million rands.

- *Claim for specific performance of the contract on the ground of Mora*

In terms of the contract the aggrieved party is entitled to specific performance. The aggrieved party can also claim damages, to place the aggrieved party in the position he would have been in had the breach not occurred.

- *Claim for cancellation of the agreement on the ground of Mora*

In terms of the contract the aggrieved party is entitled to cancel the contract. The aggrieved party can also claim damages, to place the aggrieved party in the position he would have been in had the breach not occurred.

ANNEXURE 26: 12 JULY 2009 MINUTES + ATTENDANCE REGISTER

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MINUTES OF THE WEST RAND DISTRICT BUSINESS SESSION
HELD AT ORLANDO EAST, SOWETO
ON JULY 12, 2009

Attendees: See Attendance Register
Opening Devotion: Hymn 66 Vernacular

Prayer: Offered by Elder Twala – Protea North Church

Welcome Remarks: District Director, Ps M.E.M. Seoketsa welcomed all elders and delegates present.

Apologies: Ps P. Mahlangu, Ps I. Ngwenya, Ps S. Masuku, Bro Gumede, Bro Manganyi, Bro Mabetwa, Bro Nhlapho, Bro Tshabalala, Sis Modise, Sis Khoza, Sis Mzungu, Sis Ndebele, Sis Selebogo, Sis Masina.

Minutes of the Previous Meeting: Bro Moroka who acted as secretary in the meeting of the 07 June 2009, was asked to read the minutes. They were voted for and adopted with the correction that Bro R. Sithole was a member of the Dobsonville East Church and not Orlando East Church as captured.

01/07/09 **Farm Progress:** The chairperson of the Farm Management committee presented a report highlighting the following:

1.1. That the case of Jack Smith versus the Church was scheduled for the high court in Bloemfontein in October. The District shall be informed of the progress in due course.

1.2. That the District received a legal opinion from attorneys Mark Finkelstein and Associates who indicated that the farm was still the property of the district and that the mandate of the District was not properly executed because the farm was sold for R9,6 million instead of the mandated R11 (Eleven Million). This was after they had studied all the relevant documents about the farm which were presented to them.

1.3. SEDCOM has still not communicated with the district about the litigation or any other matter on the farm.

Following deliberations on the report by the Farm Management Committee the house then duly,

02/07/09 Voted to request the TOC to instruct SEDCOM to withdraw the services of the attorneys appointed to represent the District since the District does not find joy in their services and replace them with Mark Finkelstein and Associates attorneys because they already know the case and the element of trust between the District and the attorneys appointed by SEDCOM was broken.

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03/07/09 **Voted** to reject the proposed amendment of the contract of sale by the purchaser.

04/07/09 **CANCELLATION TO SELL Holdings 8 & 15 DISWELMAR AGRICULTURAL HOLDINGS.**

Voted to cancel the sale of the above referred property and withdraw it from the market with immediate effect as per recommendation of action 01/06/09 (a) of the 07th of June 2009

05/07/09 **ADDITIONAL MEMBERS TO THE FARM MANAGEMENT COMMITTEE**

Voted to have Bro G. Matlhoko and Bro Molo as additional members of the Farm Management Committee.

06/07/09 **FINANCIAL REPORT**

The treasurer presented a statement of expenditures. After long deliberations the house requested the treasury to go and make a more detailed financial report to be presented at the next Elders' council meeting.

05/07/09 **ANNOUNCEMENTS**

Voted to record the following announcements:

1.1. Adventist Men Rally to take place on the 31 July to 02 Aug. in Jabavu.
1.2. The Camp Meeting programme will be made available to Elders by the end of July for their input.

2. **Closure:** At 14h 45 and Pastor M.E.M. Seoketsa prayed.

Chairperson: _____

Secretary: _____

ATTENDANCE REGISTER OF THE DELEGATES & ELDERS ON #12/07/09 AT ORLANDO EAST.

	NAME	CHURCH	POSITION	CONTACTS / EMAIL
1.	Isaac Sithole	M/lands 2/7	Delegate	083-613-2872
2.	X.S Sejake	Senoane	Elder	(011) 935-1039
3	THULA GAMA	JABAVU	DELEGATE	072 655 0612
4	M. A. TWALA	PROTEA NORTH	DEACON	072 274 4127
5	R. BHEBHE	YEOVILLE	DELEGATE	0719155508 /rbhebhe@yahoo.com
6.	S MPOFU	YEOVILLE	ELDER	076 2083056
7	J. CHAKARA	YEOVILLE	DELEGATE	073-806 7843
8	A. MOYO	YEOVILLE	ELDER	083 597 5813 addlovemoyo@yahoo.co.uk
9.	K. MATHYELA	KHEPISONG	DELEGATE	0732699211
10	T NATHANE	O/EAST	DELEGATE	084 815 3441
11	J. SEKHABI	MALUKAMBE	ELDER	082 077 1305
12	T. E. NGWENYA	Protea North	Deaconess	0848712053
13	D.X. Mpulwa	O/South	Delegate	076 096 7832
14	S. MEBELANE	O/South	ELDER	072 1062 673
	Jacob Maseko	Jabavu	Elder	084-946-4072
16	M. Modise	D/K Zone 6	Elder	0795911145
17	T. MPAGENYA	D/K 20 e 6	COMMITTEE MEMBER	073 508 918
18	M. KOAPENG	M/LANDS ZONE 3	DELEGATE	082 495 7352
19	B. TUKELA	ALEXANDRA	DELEGATE	0824574807
20	S. Dube	Alexandra	Elder	0781199804
21	M. TSHIYAMBO	ALEXANDRA	DELEGATE	0825231644
22	K. MKHAYA	FAR EAST BANK	ELDER	0724151859
23	MAMI RADEBE	NZIMHLOPHE	DELEGATE	0788040260
24	PR. GIRMA	Komonia church	~~Elder~~	0781726534
25	Beyene Shomiso	" "	Elder	
26.				
27.				

ATTENDANCE REGISTER OF THE DELEGATES & ELDERS AT ORLANDO EAST ON 12/07/09.

	NAME	CHURCH	POSITION	CONTACTS / EMAIL
1	MALIBICE M	M/E Z-7	ELDER	082 775 5[illegible]
2.	M. KHEGWA	MZIHLOPHE	DELEGATE	0782653999 lungie.radebe@gmail.com
3	V. KHONGWANE	"	"	0845409323 vuffwane@yahoo.com
4	M.G. MOROKA	"	"	082 359 1576
5	M MAGABE	DLAMINI	ELDER	0833845063
6	SEKOPANE M.P.M	P/NORTH	ELDER	0733966477
7.	SIBUSISO MZOLO	DAMINI	ELDER	0833299179
8.	D. MTOLO	Philadelphia	Elder	0828559362
9	MALISY	RULE	PERSONAL MINISTRY	083 974 6681
10	CHARLES	MASEKO	STEWARDSHIP	
11	HENRY Z MATANG	ORLANDO SOUTH	PERSONAL MINISTRY	0781692746
12.	LWAZI MANELI	PIMVILLE ZONE 6	DELEGATE	083 684 0376
13	Rex Seomela	Pimville Zone 6	Delegate	0725841196
14	HLEKISILE DHLAMINI	D/VILLE ZONE 3	DELEGATE	011 930 2468
15	Mpho Masia	Naturena	Delegate	083 718 7164
16	Simon Seemela	PIMVILLE ZONE 3	ELDER	0734338954
17	Thabo Maine	Pimville Zone 3	ELDER	0733081822
18	F. Mtshali	Preachers	D/West.	0732960127
19	N BANGISI	KAGISO	ELDER	011 475 9560
20.	B. BANGISI	KAGISO	DELEGATE	082 900 4500
21	S. Maketuje	Senaoane	Delegate	0780240[illegible]
22	D DONGA	FAR EAST BANK	ELDER	0724593228
23	Clara Sedumedi	Pimville Z/3	Delegate	078 321 4757
24	Bongani Ndlalani	Pimville Z/3	Delegate	073 267 6225
25				
26				
27.				

ATTENDANCE REGISTER OF THE DELEGATES & ELDERS

AT ORLANDO EAST ON 12/07/09

	NAME	CHURCH	POSITION	CONTACTS / EMAIL
1.	K C Mphuti	Admatha	Elder/Ass. Sec.	084 938 1991
2	DAVID LUMBI	NATHLENA ~~SECRETARY~~	SECRETARY	0832481446 .davidk@divan
3.	Paul Sinanga	Chiawelo	Elder	071-6486764
4.	Moses Mabuza	Dobs Ext 3	Elder	0785243737
5.	S. Ohelo	C.W.J	Deacon	0786320354
6.	Virginia	Orl East	Dorcas/Aqua Mkka	0828526963
7.	Fikile Mokoena	Suurbekom	Health & Temp	0728889930
8.	Jacob T Mokgena	Suurbekom	Elder	0824921037
9.	Morgan Nhlapho	CWJ	Leader/Minister	082 561 4895
10.	Paulos Nuelase	Zuurbekom	Deacon	0833077058
11.	Phillip Muyima	Zuurbekom	Member	0721050104
12.	R.P. Moepeng	Mzimhlophe	Elder	078-239-4457
13.	Nomusa Dhamini	Tshepisong	Elder	0721100997
14.	Sasa Luthuli	Tshepisong	Education/Sec	072 269 2286
15				
16				
17				
18.				
19.				
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26.				
27.				

EK SERTIFISEER DAT HIERDIE DOKUMENT 'N WARE AFDRUK (AFSKRIF) IS VAN DIE OORSPRONKLIKE DOKUMENT WAT AAN MY VIR WAARNEMING VOORGELE IS. EK SERTIFISEER VERDER DAT, VOLGENS MY WAARNEMINGS DAAR NIE 'N WYSIGING OF VERANDERING OP DIE OORSPRONKLIKE DOKUMENT AANGEBRING IS NIE.

I CERTIFY THAT THIS DOCUMENT IS A TRUE REPRODUCTION (COPY) OF THE ORIGINAL DOCUMENT WHICH WAS HANDED TO ME FOR AUTHENTICATION. I FURTHER CERTIFY THAT, FROM MY OBSERVATIONS, AN AMENDMENT OR A CHANGE WAS NOT MADE TO THE ORIGINAL DOCUMENT.

HANDTEKENING / SIGNATURE

NAAM EN VAN / NAME AND SURNAME: C. Rangoato

PERSOONLIKE NOMMER / PERSONAL NUMBER: 7136/07-3 RANG / RANK: Cst

NAAM IN DRUKSKRIF / NAME IN PRINT: DT. C. RANGOATO

08 APR 2010

BRAMLEY CLIENT SERVICE CENTRE

SUID AFRIKAANSE POLISIEDIENS

ANNEXURE 27: 28 JULY 2009 WEST-RAND LETTER TO TOC

WEST RAND DISTRICT

Pastor M.E.M. Seoketsa
P.O. Box 3666
Springs
1560
Fax : 0117362116
Cell : 0826844624
E-mail: boyseok@vodamail.co.za

28 July 2009

The Executive Secretary
Trans-Orange Conference of SDA Church
17 Louis Road
Orchards
Orange Grove
2192

Dear Pastor Netshifulani J.E.

Re: **CANCELLATION OF THE SALE OF EBENEZER FARM**

The above carries reference.

The **West Rand District** wish to state its **withdrawal** from selling the Ebenezer farm for the following reasons:

a) Between February 2006 and October 2006 it was decided at meetings to request your office to sell the property, that is, the **farms Plot 8 and Plot 15 of Diswelmar be sold** for the sum of **R11 000 000,00** (Eleven Million Rand). A mandate was given to you to enter into an agreement on this basis. Whoever acting ***ultra viras*** **of the mandate** entered into an agreement for the purchase and sale of the said farms for the sum of **R9 600 000,00** (Nine Million Six Hundred Thousand Rand). This was to the purchaser Prestige Park (Pty) Limited. In terms of the agreement the purchase price of R9 600 000,00 (Nine Million Six Hundred Rand) was payable by way of an initial payment of R500 000,00 (Five Hundred Thousand Rand) on 20 March 2007 as a non refundable deposit and the balance of R9 100 000,00 (Nine Million, One Hundred Thousand Rand) was to be paid upon registration of transfer with guarantees for such payment to be furnished within ninety (90) days of 20 March 2007. Your Office (TOC) is to date unaware as to whether the R500 000,00 (Five Hundred Thousand Rand) deposit has been paid, however, we are certain that the R9 100 000,00 (Nine Million One Hundred Thousand Rand) guarantees have not been provided to date and accordingly the purchaser is in **breach** of the agreement. It is therefore our view that **the agreement with Prestige Park** is a ***void ab initio*** as whoever was acting on our behalf **acted contrary to their mandate.**

MEM

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b) The **estate agent, Jack Smith,** represented us in bad faith in that he sided more with the buyer at our disadvantage. He is our appointee, but he **worked against us** in favour of the purchaser. We also feel that he colluded with the purchaser's lawyers to our disadvantage. Based on these facts we also recommend that his claim of **R480 000,00** (Four Hundred and Eighty Thousand Rand) commission **be repudiated** due to the fact that he did not fulfill his mandate to conclude the sale of the farm.

The **District** also feels **disappointed and betrayed by** our holding company **SEDCOM and voted** in a Farm Indaba (Church Elders, district Pastors and three delegates per church) held on Sunday 12 July 2009 that the following action be taken:

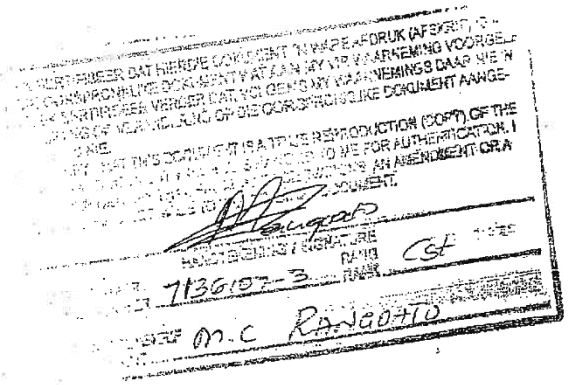
The **attorneys from SEDCOM be withdrawn** from representing the District on the farm sale and any other farm related matters on the grounds that we have not found any joy when dealing with them because in July 2008 we met with their representative at OR Tambo International Airport to look into the problems surrounding this deal and seek their advice and nothing concrete came out the meeting. The representative promised to come back to us and up to date nothing has happened. **No consultation has ever taken place between us and them** and we wonder how and where they get their instructions from. We on the other hand, have received a lot of correspondence, both written and telephonic, from the agent's and purchaser's lawyers with proposals and numerous new amendments to the existing contract and threats but have not heard any word from either SEDCOM or their attorneys advising us on what action to take. **We recommend** that in the place of these attorneys **Mark Finkelstein and Associates attorneys** be engaged to further represent us since they have given us joy in the few days in which we interacted with them around this matter.

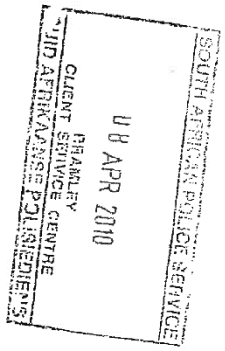
We hope that our request shall be favourably considered by your office.

Yours in our Master's vineyard

GUMBI D. (Bro.)
SECRETARY: WEST RAND DMB

SEOKETSA M.E. M. (Ps)
DISTRICT DIRECTOR : WEST RAND





ANNEXURE 28: 03 AUGUST 2009 TOC LETTER TO SEDCOM

SEVENTH-DAY
ADVENTIST
CHURCH

jurnara@tpc.org.za

03 August 2009

SEDCOM (Association incorporated under Section 21)
2 Fairview Str
BLOEMFONTEIN

Dear Sir,

RE: REJECTION OF PRESTIGE PARK (Pty) Ltd' s OFFER TO PURCHASE HOLDINGS 8 &15 DISWILMAR AGRICULTURAL HOLDINGS of 05th JANUARY 2009

1. The above matter refers.

2. This serves to notify you that we have been approached by the WEST RAND DISTRICT advising us of their decision to reject the current offer by Prestige Park (Pty) Ltd to purchase HOLDINGS 8 &15 DISWILMAR AGRICULTURAL dated 05th January 2009 in its entirety.

3. Following this advice the TOC Executive Committee in its session of the 2nd of August 2009 deliberated on the advice from the WEST RAND DISTRICT and took an action recorded thus:

   3.1. VOTED to accept instructions by the WEST RAND DISTRICT to REJECT the offer by Prestige Park (Pty) Ltd to purchase HOLDINGS 8 &15 DISWILMAR AGRICULTURAL properties in its entirety and to pass on same advice to SEDCOM for implementation.

4. We also wish to advice SEDCOM that the WEST RAND DISTRICT has by this act withdrawn the aforesaid property from the market with no intentions of selling the same property in the near foreseeable future.

5. Hope you find this in order,

Yours truly,

Netshifulani, J.E.
Executive Secretary: TOC.

cc. Pastor Louw, F
Pastor Kunene, T.M.
Pastor Setsiba, A.M.

ANNEXURE 29: 10 SEPTEMBER 2009 LETTER FROM SCHOLTZ TO TOC

SEDCOM (Established/Gestig 1921)
(INCORPORATED ASSOCIATION NOT FOR GAIN) Reg. No. 1921/902194/08
(INGELYFDE VERENIGING SONDER WINSOOGMERK)

2 Fairview Street/Straat, BLOEMFONTEIN 9301
☎ (051) 447-8271 • Fax (051) 448-8059 • ✉ 468 • BLOEMFONTEIN 9300

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OUR REF. / ONS VERW. Ajs.30/09/2009 YOUR REF. / U VERW.

10 September 2009

The President
Trans-Orange Conference
P O Box 46061
ORANGE GROVE
2119

Dear Pastor Setsiba

HOLDINGS 8 AND 15 DISWILMAR AGRICULTURAL HOLDINGS

Reference is made to:

1. The letter from Ps Netshifulani dated 3 August 2009 conveying the action by the TOC Executive Committee taken on the 2nd August 2009 to reject the offer by Prestige Park (Pty) Ltd in its entirety and advising SEDCOM that the property is being withdrawn from the market.

2. My e-mail dated the 11th August 2009 confirming having passed this decision on to the attorney for Prestige Park (Pty) Ltd.

3. A telephone call from the secretary to the President on the 17th August 2009 requesting a meeting with the SAU Officers.

4. My e-mail dated the 18th August 2009. Our e-mail stated that we have conveyed the TOC Executive Committee decision to the attorney for Prestige Park (Pty) Ltd telephonically and in writing. Please note that, following legal advice, SEDCOM has *not*, in fact, conveyed the decision in *writing* but only telephonically. We have not yet received any response in this regard.

5. Our brief conversation after court proceedings ended on the 8th September 2009 during which time you indicated that the TOC is waiting for a response from the SAU regarding matters relating to the above mentioned property.

Because of other more pressing matters an opportunity did not present itself earlier to discuss the issues in question with the SAU Officers.

All/...

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All of the above was discussed on Wednesday afternoon and the SAU Officers requested me to convey the following decisions to you:

a. TOC is more than welcome to identify and request legal council to assist Mr Nic Barneschone who has thus far been acting on behalf of SEDCOM in the matter of REALTY CONCEPTS CC vs SEDCOM.

b. SEDCOM will require an Action and Minute in terms of which the TOC Executive Committee identifies and request said legal council to assist Mr Nic Barneschone. This Action and Minute must clearly express the understanding that any additional costs so incurred will also be the responsibility of and for the account of the TOC Executive Committee.

As advised during our short conversation on the 8th September 2009, Mr Barnaschone urgently needs to be advised whom he may contact at the TOC offices or as a representative of the Executive Committee or of the West Rand District for further information and discussions.

Please provide SEDCOM with the name and contact details of this individual as a matter of urgency to enable Mr Barnaschone to further prepare for the coming court case scheduled for the 27th October 2009.

I am out of the country for a couple of weeks but you may contact my secretary, Mrs Fay Kitney with the details requested as well as with your response to this communication.

With Christian greetings
Yours faithfully

A J Scholtz
DIRECTOR

ANNEXURE 30: 11 DECEMBER 2009 TOC LETTER TO SEDCOM

SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

11 December 2009

SEDCOM (Association incorporated under Section 21)
2 Fairview Street
BLOEMFONTEIN
9300

Dear Sir,

RE: CANCELLATION TO SELL HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS.

1. The above matter refers.

2. This serves to notify you that we have been approached by the WEST RAND DISTRICT advising us of their decision to cancel and withdraw from the market the sale of HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDING.

3. Following this advice the TOC Executive Committee in its session of the 2nd of August 2009 deliberated on the advice from the WEST RAND DISTRICT and took an action recorded thus:

265 – 09 WEST RAND DISTRICT'S INSTRUCTION TO THE TOC: Cancellation of the Sale of Ebenezer Farm.

VOTED to accept instructions by the West Rand District to cancel the sale of HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL properties and to pass on same advice to SEDCOM for implementation.

4. We also wish to advice SEDCOM that the WEST RAND DISTRICT has by this act withdrawn the aforesaid property from the market with no intentions of selling the same property in the near foreseeable future.

Hope you find this in order,

Yours truly,

Netshifulani, J.E.
Executive Secretary: TOC.

cc. Pastor Louw, F
Pastor Kunene, T.M.

ANNEXURE 31: 20 JAN. 2010 SMITH V/D WATT LETTER TO SEDCOM

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SMITH VAN DER WATT ING. /INC.

Registrasienommer / Registration Number 1992/001888/21
PROKUREURS, TRANSPORTBESORGERS EN NOTARISSE
ATTORNEYS, CONVEYANCERS AND NOTARIES

VOORTREKKERWEGIRD 258
MONUMENT
KRUGERSDORP

LODGEMENT NO 226
DX 4 KRUGERSDORP

TEL: (011) 668-5400
TELEFAX: (011) 954-1198
POSBUS/P.O. BOX 399
PAARDEKRAAL
1752
E-MAIL: carol@smithlaw.co.za
DIRECT TEL : 668-5406
DIRECT FAX : 086 659 9483

ONS VERW/OUR REF: Mr. Crous/C Fouché

U ERW/YOUR REF AJS/hceb

20/01/2010

Sedcom (Association incorporated under Section 21)
FAX NO. (051) 447-8271

ATTN : AJ SCHOLTZ

Sir

SALE OF HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS TO PRESTIGE PARK (PROPRIETARY) LIMITED

You are referred to writer's telephonic discussion with your Ms Helena Badenhorst this 20th instant, advising her that we intend serving notices and if need be processes, on Sedcom in pursuance of the Agreement of Sale in respect of the above properties dated 19th December 2006.

The following were arranged :

1. In substitution of the indicated domicilium citandi et executandi and method of service, proper service for all purposes in clause 12 of the Agreement will be accepted at 2 Fairview Street, BLOEMFONTEIN or by telefax to (051) 447-8271.
2. Your Mr AJ Scholtz will on his return to office acknowledge receipt of our notice following this telefax and confirm 1 above;
3. You will be responsible to communicate all notices and processes to 17 Louis Road Orchards, ORANGE GROVE.

In anticipation of your acknowledgement and confirmation.

Yours faithfully
SMITH VAN DER WATT INC.
per:

Direkteure / Directors
Henning Johannes Rykaart De Villiers, Leon Loock
Prakitiserende Konsultant / Practising Consultant
Anthony Crous
Bygestaan deur / Assisted By
Rosa van Niekerk en/and
Tikanelo Cynthia Sibanda
BTW / VAT 4680101078

20-JAN-2010 15:42 FROM:SMITHVDWATT 0119541196 TO:0514488059 P:1

ANNEXURE 32: 04 MARCH 2010 LETTER FROM SEDCOM TO TOC

SEDCOM (Established/Gestig 1921)

(INCORPORATED ASSOCIATION NOT FOR GAIN) Reg. No. 1921/002154/08
(INGELYFDE VERENIGING SONDER WINSOOGMERK)

2 Fairview Street/Straat, BLOEMFONTEIN 9301
☎ (051) 447-8271 • Fax (051) 448-8059 • ✉ 468 • BLOEMFONTEIN 9300

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OUR REF / ONS VERW: Ajs.007/03/2010 YOUR REF / U VERW:

4 March 2010

The Executive Secretary,
Trans-Orange Conference,
P O Box 46061
ORANGE GROVE
2119

Dear Ps Netshifulani,

HOLDINGS 8 AND 15 DISWILMAR AGRICULTURAL HOLDINGS

During the last SEDCOM Board meeting held on the 18th February 2010, the Board members were brought up to date with the developments relating to the proposed sale of the above mentioned properties.

The following Actions were passed:

09 - 062 **VOTED** to note the instruction received from the Executive Secretary: TOC dated 3 August 2009.

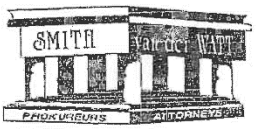
09 - 063 **VOTED** not to respond to the instructions referred to in Action 09 - 062 above, until such time as the SEDCOM BOARD is provided with a single, clear statement from both the West Rand District as well as from the TOC Executive Committee, signed by all the elders of the West Rand District as well as the TOC President and Executive Secretary, clearly indicating the intention of all interested parties, and further subject to full legal interaction between Mr Barnaschone representing SEDCOM and Mr Finkelstein representing the TOC who, together shall provide clear and consistent legal opinion and counsel.

Yours faithfully

A J Scholtz
DIRECTOR
fk

Cc Ps Setsiba
Cc Ps Sibanyoni
Cc Ps Louw
Cc Ps Kunene
Cc Mr Van Der Ness
Cc Mr Barnaschone
Cc Mr Finkelstein

ANNEXURE 33 A: 07 APRIL 2010 LETTER FROM V/D WATT TO SEDCOM



RECEIVED
2010 -04- 15
ONTVANG

56

SMITH VAN DER WATT ING. /INC.

Registrasienommer \ Registration Number 1992\001896\21
PROKUREURS, TRANSPORTBESORGERS EN NOTARISSE
ATTORNEYS, CONVEYANCERS AND NOTARIES

VOORTREKKERWEG\RD 258
MONUMENT
KRUGERSDORP

LODGEMENT NO 225
DX 4 KRUGERSDORP

TEL: (011) 668-5400
TELEFAX: (011) 954-1196
POSBUS/P.O. BOX 399
PAARDEKRAAL
1752
E-MAIL: carol@smithlaw.co.za
DIRECT TEL : 668-5405
DIRECT FAX : 086 659 9483

ONS VERW/OUR REF: Mr. Crous/C Fouché

U VERW/YOUR REF AJS/hceb

07/04/2010

Sedcom (Association incorporated under Section 21)
2 Fairview Street
BLOEMFONTEIN
9301

REGISTERED MAIL

Sir

SALE OF HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS TO PRESTIGE PARK (PROPRIETARY) LIMITED

You are referred to our correspondence dated 20 January 2010 and your acknowledgement dated 25th & 26th January 2010 confirming your effective address and your nominated Conveyancers.

In terms of the Agreement of Purchase and Sale of Immovable Property ("the Agreement") in respect of the above properties, dated 19th December 2006, your nominated Conveyancers have since approximately 9th February 2010 been in possession of the prescribed guarantees securing payment of R9 100 000,00. This being the balance of the purchase price payable against registration of transfer of the properties in the name of our client. Payment of the above guarantees is linked to the registration of a first mortgage bond simultaneously with registration of transfer.

Notwithstanding our confirmation to your Conveyancers dated 20th February 2010 (see copy attached) that our documents for the registration of the above mortgage bond are ready to be lodged, your Conveyancers advised us that you failed to instruct them accordingly. Various telephonic enquiries addressed to your Conveyancers have also produced no positive response.

We herewith again tender payment of all costs as provided for in clause 9 of the Agreement and as tendered in the above attachment.

Direkteure / Directors
Henning Johannes Rykaart De Villiers, Leon Loock
Praktiserende Konsultant / Practising Consultant
Anthony Crous
Bygestaan deur / Assisted By
Rosa van Niekerk en/and
Tikanelo Cynthia Sibanda
BTW / VAT 4690101078

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We herewith demand that you instruct your Conveyancers in pursuance of clauses 9 and 13.1 of the Agreement to provide us with the following :

i. A statement reflecting all legal costs pertaining to the registration of transfer of the property in the name of the Purchaser, providing in particular the transfer duty payable, including penalties thereon if applicable; and simultaneously

ii. Confirmation that you have instructed them to proceed with transfer of the properties within a reasonable time after compliance with clauses 9.1 and 9.2 of the Deed of Sale.

Your failure to date, to instruct your Conveyancers accordingly constitutes a breach of the agreement and should you fail to remedy such breach within a period of 14(FOURTEEN) days after receipt of this written notice, our client without further notice, shall be entitled to claim specific performance in terms of agreement and apply for the necessary legal relief (receipt deemed to be 10 (TEN) days after posting).

The above is without prejudice to our client's rights in general and for damages suffered, due to excessive delays caused by you in this matter and in particular the indemnity issued by you in terms of clause 5.2 of the Agreement.

Yours faithfully
SMITH VAN DER WATT INC.
per:

(KINDLY QUOTE OUR REFERENCE IN ALL CORRESPONDENCE)

:

-DCOM
FAX NO (051) 448-8059

SEDCOM – BY REGISTERED MAIL
17 LOUIS ROAD
ORCHARDS
ORANGE GROVE
2192

KGL Attorneys
DX-21
ALBERTON

"POC5"

Total building costs of housing development in 2010	R183 008 354-00
10% escalation 2011	R18 300 835-40
	R201 309 189-40
10% escalation 2012	R20 130 918-90
	R221 440 108-30

TOTAL ESCALATION COSTS:

R18 300 835-40

R20 130 918-90

R38 431 754-30

1

ANNEXURE 33 B: 09 FEB. 2010 LETTER FROM V/D WATT TO SEDCOM + NEDBANK LETTER DATED 23 JAN. 2008 AND 08 FEB. 2010

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SMITH VAN DER WATT ING. /INC.

Registrasienommer \ Registration Number 1992/001896/21
PROKUREURS, TRANSPORTBESORGERS EN NOTARISSE
ATTORNEYS, CONVEYANCERS AND NOTARIES

TEL: (011) 668-5400
TELEFAX: (011) 954-1196
POSBUS/P.O. BOX 399
PAARDEKRAAL
1752
E-MAIL: smithlaw@legalcom.co.za
carol@smithlaw.co.za
DIRECT TEL : 668-5406
DIRECT FAX : 086 659 9483

DORTREKKERWEG\RD 258
ONUMENT
RUGERSDORP

DDGEMENT NO 225
X 4 KRUGERSDORP

ONS /ERW/OUR REF: Mnr Crous/C Fouché

U VERW/YOUR REF JG Louw REA1/143

09/02/2010

Messrs KGL Attorneys
Building No 3
Woodhill Office Park
Philip Engelbrecht Avenue
MEYERSDAL

BY HAND

Sirs

TRANSFER FROM SEDCOM TO PRESTIGE PARK (PTY) LTD
HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS

We acknowledge receipt of your facsimile dated 25th ultimo.

We attach hereto a further bank guarantee for R3 100 000,00 bringing the total bank guarantees in your possession to R9 100 000,00 (NINE MILLION ONE HUNDRED THOUSAND RAND). The guarantees are subject to the registration of a mortgage bond as noted therein and we confirm that we would be ready to lodge as a simultaneous registration with your transfer.

We acknowledge that certain preparatory work is to be attended to and as soon as you have received definite instructions to proceed with the transfer we propose the following :

1. Forward your statement of account to us specifying all fees and disbursements and in particular the transfer duty, penalty payable and the necessary SARS form for signature by the Purchaser;

Direkteure / Directors
Henning Johannes Rykaart De Villiers, Leon Loock
Praktiserende Konsultant / Practising Consultant
Anthony Crous
Bygestaan deur / Assisted By
Rosa van Niekerk en/and
Tikanelo Cynthia Sibanda
BTW / VAT 4690101078

2. We will attend to the signing of all documents by the Purchaser and the transfer of the requested funds.

Considering the amount of the transfer duty payable it is imperative to ensure that the funds are only paid once transfer of the properties is eminent.

At the same time we will attend to the application for clearance certificates and payment thereof.

Advise whether you are in possession of all the required FICA documentation or alternatively what documents are still outstanding.

Please provide us with a copy of the transfer duty receipt to be issued by SARS to enable the Purchaser to apply for the refund thereof.

Our Pretoria correspondents are Messrs van Zyl le Roux & Hurter, ref Mrs L Malan - (012) 435-9374. Kindly advise who your correspondents will be.
We can arrange for the exchange of the above and other documentation at the Deeds Office. Your person attending is Jaco Leonard – 083 649 9910. Ours is Hannes Erasmus - 082 772 4731.

This tender to proceed with transfer is made without prejudice to the Purchaser's right for damages suffered due to excessive delays caused by the Seller and in particular, the indemnity given by the Seller in clause 5.2 of the Deed.

Please acknowledge receipt.

Yours faithfully
SMITH VAN DER WATT INC
per:

NEDBANK

Ltd Reg No 1951/000009/06

ORIGINAL

PROPERTY GUARANTEE
Account Number 8155149383801 39

Date 23 01 2008

From (branch)

Guarantee number T390

Tick (✓) applicable ✓ Original ☐ Copy

THIS GUARANTEE IS PAYABLE AFTER 15:00 ON DATE OF REGISTRATION

NEDBANK LIMITED
EASTRAND BUSINESS
A B code number 128642

Dear Sir/Madam

At the instance of PRESTIGE PARK (PROPRIETARY) LIMITED

of PO BOX 946, KRUGERSDORP, 1740

we advise that we hold at your disposal the under-mentioned sum, which amount will be paid to you on the terms and conditions stipulated below:

AMOUNT PAYABLE:

R6,000,000.00 (Six Million Rand)

FOR THE CREDIT OF GYS LOUW & PARTNERS

Account number 1288099304

Place of payment At Nedbank BY ELECTRONIC TRANSFER, EASTRAND BUSINESS branch

Conditions of payment Upon receipt by Nedbank Operations of written advice

From SMITH VAN DER WATT INC

that the following transactions have been registered simultaneously:

Registrations

(a) Cancellation of all existing bonds over HOLDING 8 & 16 DISWILMAR A/H.
(b) Registration of transfer of the aforesaid property into the name/s of PRESTIGE PARK (PROPRIETARY) LIMITED.
(c) Registration of a First mortgage bond over the aforesaid property in favour of Nedbank Limited by PRESTIGE PARK (PROPRIETARY) LIMITED for R15,005,130.00.

The bank reserves the right to cancel this guarantee at any time prior to the registration of such transaction(s) by giving you written notice to that effect.

This guarantee is neither negotiable nor transferable.

Yours faithfully

For Nedbank Limited

For Nedbank Limited

Nedbank Limited Reg No 1951/000009/06
Directors: Dr RJ Khoza (Chairman) Prof MM Katz (Vice-chairman) ML Ndlovu (Vice-chairman) TA Boardman (Chief Executive) CJW Ball MWT Brown TCP Chikane BE Davies† N Dennis† MA Enus-Brey Prof B de L Figaji RM Head† JB Magwaza ME Mkwanazi CML Savage GF Serobe JH Sutcliffe† (†British) Company Secretary:
... Ltd disputes arising out of this guarantee through the Ombudsman for Banking ...

5. May. 2010 10:04

40

TO:

NEDBANK LIMITED

FOR CREDIT ACC: KORSTEN EN GYS LOUW & PARTNERS
ACC NO: 1288099304
ACB CODE: 128 842

LETTER OF GUARANTEE NO:
9008/30272904

DATE: 08TH FEBRUARY 2010

ORIGINAL:

THIS IS AN ACB TRANSACTION

Dear Sir,

At the instance **PRESTIGE PARK (PTY) LTD REG NO. 2000/000309/07** of **P O BOX 946, KRUGERSDORP, 1740,** we advise that we hold at your disposal the undermentioned sum, which amount will be paid to you on the conditions enumerated below:

AMOUNT PAYABLE: **R3,100,000.00 (THREE MILLION, ONE HUNDRED THOUSAND RAND ONLY)**

FOR CREDIT ACC: KORSTEN EN GYS LOUW & PARTNERS
ACC NO: 1288099304
ACB CODE: 128 842

PLACE OF PAYMENT: Free of commission at **NEDBANK GUARANTEES DEPARTMENT, 33 HOOFD STREET, FORUM 1, 2ND FLOOR, BRAAMPARK, BRAAMFONTEIN, JOHANNESBURG, 2017**

CONDITIONS OF PAYMENT: WRITTEN CONFIRMATION OF REGISTRATION TO BE FAXED TO NEDBANK GUARANTEE DEPARTMENT FAX NO (011) 667-2650 BEFORE 12 NOON ON DATE OF REGISTRATION

From: SMITH VAN DER WATT INCORPORATED ATTORNEYS

WHOSE SIGNATURE WILL BE CONFIRMED BY THEIR BANKERS, THAT THE FOLLOWING TRANSACTIONS HAVE BEEN REGISTERED SIMULTANEOUSLY.

REGISTRATION (S):

1. Cancellation of all existing bonds over **HOLDING 8 & 15 DISWILMAR A/H;**
2. Registration of transfer of the aforesaid property into the name of **PRESTIGE PARK (PTY) LTD;**
3. Registration of a **FIRST MORTGAGE BOND** over the aforesaid property in favour of **NEDBANK LIMITED** by **PRESTIGE PARK (PTY) LTD** for **R16,006,130.00.**

NEDBANK
PRIVATE BANK

PRIVATE BANK • HEAD OFFICE

135 Rivonia Road Sandown 2196 PO Box 2242 Houghton 2041 South Africa
Tel 0860 PRIVATE Fax 011 667 0987 www.nedbankprivate.co.za

Nedbank Limited Reg No 1951/000009/06
Directors: Dr RJ Khoza (Chairman) TA Boardman (Chief Executive) CJW Ball MWT Brown TCP Chikane GW Dempster MA Enus-Brey Prof B de L Figaji RM Head* DI Hope**
A de VC Knott-Craig WE Lucas-Bull NP Mnxasana PJ Molekeli RK Morathi JVF Roberts* GT Serobe MI Wyman* (*British) (**New Zealand)
Company Secretary: GG Nienaber 01.12.2009

We subscribe to the Code of Banking Practice of The Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services.
We are an authorised financial services provider. We are a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP10)

ANNEXURE 34: 15 APRIL 2010 EMAIL FROM LOUW TO SCHOLTZ

President

From: President [sau.president@adventist.org.za]
Sent: Thursday 15 April 2010 09:45
To: 'A J Scholtz'; 'Trevor Kunene'; 'sau treasurer'; 'Mari McDonald'; 'Nic Barnaschone'
Subject: RE: DISWILMAR

To all concerned:

Please note, that SEDCOM, at a previous meeting voted NOT to proceed with any further action on this property UNLESS clear instruction from TOC (signed by president and exec-secretary) as well as that of the District Elders be given to SEDCOM. Furthermore: that legal counsel of BOTH Mr Barnaschone and Finckelstein be obtain and be made available to SEDCOM in order to take an informed decision. It is there for important to also get Mr Finckelsteins' councel on record.

Sincerely yours

Francois Louw

President : SAU

-----Original Message-----
From: A J Scholtz [mailto:sau.sedcomdir@adventist.org.za]
Sent: Wednesday 14 April 2010 12:53
To: Trevor Kunene; sau treasurer; SAU President; Mari McDonald; Nic Barnaschone
Subject: Fw: DISWILMAR
Importance: High

Dear Mr Barnaschone,

Thank you for the attached response.

You should certainly have a copy of the original Offer to Purchase stipulating the warrantees regarding vacant land (5.1). Subsequently there was an addendum signed by me on 23 April 2007 and another addendum signed by Ps Sibanyoni on 4 October 2007. To my knowledge no other addendums or documents pertaining to the sale of the property were signed by or on behalf of SEDCOM. The above mentioned documents therefore form the total contractual basis for this transaction as executed by or on behalf of SEDCOM. Please also check your file SEDCOM / REALTY CONCEPTS CC / NHB/MM.

Have you had any further discussions with Mr Finckelstein and have the two of you reached an unanimous decision to advise both SEDCOM and TOC to proceed with transfer?

In view of the risks involved, SEDCOM simply cannot on its own proceed with transfer.

Please advise urgently.

André

Officers: The implications of this transfer proceeding in terms of legal advice or not, are of a magnitude which does not make it possible for SEDCOM to act on its own. As Secretary I am not prepared to "go it alone"
irrespective of legal opinion. Ps Setsiba alleges that another instruction was sent to SEDCOM. As yet I have not received any such instructions. - André

1

----- Original Message -----
From: "Mari McDonald" <Mari@barnaschone.co.za>
To: "A J Scholtz" <sau.sedcomdir@adventist.org.za>
Sent: Wednesday, April 14, 2010 10:12 AM
Subject: DISWILMAR

MARI McDONALD
BARNASCHONE & ASSOCIATES // REVERE PROPERTY ADMINISTRATORS (PTY) LTD
127 MAIN ROAD
ADELPHI CENTRE
FIRST FLOOR
SHOP 26A
SEA POINT

TEL NR: 021 - 433 1670
FAX NR: 021 - 434 4507

-----Original Message-----
From: scanner@barnaschone.co.za [mailto:scanner@barnaschone.co.za]
Sent: 14 April 2010 10:03 AM
To: Mari McDonald
Subject:

This E-mail was sent from "RNPEB6978" (Aficio MP C2050).

Scan Date: 14.04.2010 10:03:20 (+0200)
Queries to: scanner@barnaschone.co.za

ANNEXURE 35: 16 APRIL 2010 LETTER FROM TOC TO SEDCOM

SEVENTH-DAY ADVENTIST CHURCH | Trans-Orange Conference

46

16 April 2010

SEDCOM (Association incorporated under Section 21)
2 Fairview Street
BLOEMFONTEIN
9300

17 Louis Road
Orchards 2192
P.O. Box 46061
Orange Grove 2119
Telephone: (011) 640-3084/5/6
Fax: (011) 485-1447 / 086 649 2377
E-mail: secretary@tocsda.org.za
E-mail: sec.sec@tocsda.org.za

Dear Sir,

RE: **265 – 09 WEST RAND DISTRICT'S INSTRUCTION TO THE TOC in respect of HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDINGS.**

03/07/09 Rejection of the proposed amendment on the Contract of Sale (05/01/2009).

***Voted** to reject the proposed amendment of Sale by the purchaser.*

04/07/09 Cancellation to Sell Holdings 8 & 15 Diswilmar Agricultural Holdings

***Voted** to cancel the sale of the above referred property and withdraw it from the market with immediate effect as per recommendation of action 01/06/09 (a) of the 07th of June 2009.*

1. The above matter refers.

2. This serves to notify you that we have been approached by the WEST RAND DISTRICT advising us of their decision to reject the amended Offer to Purchase by Prestige Park, to cancel and to withdraw from the market the sale of HOLDINGS 8 & 15 DISWILMAR AGRICULTURAL HOLDING.

3. Following this advice the TOC Executive Committee in its session of the 2nd of August 2009 deliberated on the advice from the WEST RAND DISTRICT and took an action recorded as above.

4. We also wish to advice SEDCOM that the WEST RAND DISTRICT has by this act withdrawn the aforesaid property from the market with no intentions of selling the same property in the near foreseeable future.

5. Hope you find this in order,

Yours truly,

Setsiba, A.M.	Netshifulahi, J.E.	Sibanyoni, E.M.
President: TOC.	Executive Secretary: TOC	Treasurer: TOC

cc. Pastor Louw, F
Pastor Kunene, T.M.

06 – 146 **Passing-Away (Death)**

Voted to record with sadness the passing away of one of the TOC retiree in the person of Mr T Ngobese on the 05 March 2006 and who has served the denomination as a credentialed teacher for many years.

06 – 147 **West Rand Farm**

Seeing that the West Rand District Management Board has fulfilled the minimal requirements set by the TOC Executive Committee for the sale of No 15 Diswilmar Farm in Krugersdorp, as stated in Action 350 dated 11 July 2004.

Voted to accept the West Rand District Management Board's request to dispose of the above-mentioned farm and on the basis of the positive responses of the churches in the districts (refer attached Response forms as per Annexure A).

Voted to request the West Rand District Management Board to adhere meticulously to the steps laid down by the TOC Executive Committee for the sale of the farm: No.15 Diswilmar, Krugersdorp further

Voted to request the West Rand District Management Board together with the Development and Maintenance Committee to craft the standard business plan for the replacement property.

06 – 148 **ADRA-TOC Farm**

To enable the ADRA-TOC to fulfil its mandate to function adequately according to the various portfolios of ADRA-International and ADRA-SAU

Voted to accept the recommendation of ADRA-TOC Board to purchase R/E of portion 69 (a portion of portion 8) of the Farm Zandfontein 380, measuring 64,4505 hectares located in Magaliesburg, for the amount of R792 300,00 (Seven Hundred Ninety Two Thousand and Three Hundred Rand only), from J Fourie & A E Fourie, as per attached ADRA-TOC Board minutes of the 12 February 2006 and further

Voted to request ADRA-TOC Director to submit a business plan for the purchased farm for circulation with the Excom Minutes.

Mrs N Magagula arrived at this time.

06 – 149 **Application for Car Loan : Ps P P Mbedzi**

Voted to underwrite the car loan application for Ps P P Mbedzi for the amount of R47 000, 00 (Forty Seven Thousand Rand) and to pass the application to SAU Special Assistance for processing.

ANNEXURE 36: 05 JULY 2010 FINKELSTEIN LETTER TO BARNESCHONE

MARK FINKELSTEIN BCOM LLB (WITS)
CELL 082 808 8632

FINKELSTEIN & ASSOCIATES
ATTORNEYS

97 – 8th Street, Orange Grove,
Johannesburg, 2192
Docex 11, Norwood
Tel: (011) 640-7651
Fax: (011) 640-6827
e-mail address: litigate@mweb.co.za
e-mail address: heatherbank@mweb.co.za

Our Ref : Mr Finkelstein/hb/T74
Your Ref : N H Barnaschone/B01056

Date: 5 July 2010

Barnaschone &Associates

Attention N H Barnaschone
Per telefax : (021) 434 4507

Dear Sirs

OUR CLIENT: TRANS ORANGE CONFERENCE
YOUR CLIENT: SEDCOM

1. We address you at the specific instance and request of our client in regard to the written agreement of sale concluded on 19 December 2006 between your client and Prestige Park (Pty) Ltd **("Prestige Park")**.

2. We are in possession of various correspondence from Prestige Park's Attorneys as well as the conveyancers attorneys appointed by Sedcom to attend to the transfer of this matter from Sedcom to Prestige Park.

3. Our client has formally instructed your client that its Executive Committee did not authorise it to proceed with the sale but correspondence has already been addressed in this regard. Your client is in no doubt that our client does not authorise the sale of this property to Prestige Park and has unequivocally conveyed to your client that it is not to proceed to give transfer to Prestige Park.

4. We have instructed both Senior and Junior Counsel to prepare papers to move an urgent application in the South Gauteng Court. Your client instructed its conveyancers not to disclose to the writer the progress of the transfer nor to divulge any further details to the writer.

5. We formally call upon you to provide the writer with an undertaking that Sedcom will not proceed with the transfer in blatant disregard of our client's instruction to your client. We call upon this undertaking to be given by no later than ***16h00 Tuesday, 6 July 2010***.

6. Should this undertaking not be given our client will serve papers in an urgent application on yourselves during the course of this week and will enrol the matter for hearing in the South Gauteng High Court. Furthermore, to the extent that the Directors of your client are now acting in an unauthorised manner, costs will also be sought against them in their personal capacity.

7. We trust that it will not be necessary to move the urgent application but should the undertaking not be forthcoming we will not hesitate to do so.

8. Please note that we seek a permanent undertaking from Sedcom that it will not proceed with the sale and we will not be satisfied with any temporary arrangement.

Yours faithfully

pp. Mado

MARK FINKELSTEIN

Dictated by Mark Finkelstein and signed in his absence.

ANNEXURE 37: 07 MARCH 2011 SCHOLTZ'S EMAIL TO BARNESCHONE

Sedcom

A Scholtz 7/3/11

richman@lantic.net

254

From: "A J Scholtz" <sau.sedcomdir@adventist.org.za>
To: "Danie Paulus" <richman@lantic.net>
Sent: 07 March 2011 04:17 PM
Subject: Fw: DISWILMAR

Dear Mr Paulus,

Out of desperation I copy you with an e-mail sent to Mr Barnaschone this morning.

This is the total report I can let you have at this stage.

I will be out of town and in meetings for the rest of this week but will follow through with Barnaschone and report back to you.

Regards

André

----- Original Message -----
From: "A J Scholtz" <sau.sedcomdir@adventist.org.za>
To: "Nic Barnaschone" <nic@barnaschone.co.za>
Sent: Monday, March 07, 2011 11:39 AM
Subject: DISWILMAR

> Dear Nic,
>
> I confirm having just sent you the following sms:
>
> "Nic, I have not acted upon the letters received re Diswilmar,
> anticipating your soon response and advice. This not coming, I now need
> to act. Unless you advise me otherwise, I intend forwarding the
> correspondence to TOC and will have to explain delay. André"
>
> I cannot understand that we cannot make any progress in this matter.
>
> I am being seriously embarrassed and the way it has been handled seriously
> compromises my position.
>
> I try my very best to protect the interests of SEDCOM but all parties are
> after my blood. Danie Paulus cannot understand that SEDCOM cannot make up
> its mind which way to turn. The TOC is angry because I did not cancel the
> sale. The SAU officers is of the opinion I am not doing my job. The
> transferring attorneys require payment for wasted costs.

2011/03/08

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>
> Since having sent you my e-mail of 16 February (nearly three weeks ago) I
> have made no progress at all.
>
> Last week, reacting to my sms, you promised some form of response from
> Kushke. Your sms says you could not get hold of him. How is all of this
> possible? What am I supposed to do?
>
> All this emotional stress is destroying my health. It is not worth it.
>
> Regards
>
>
> André J Scholtz
> SEDCOM Director & SEDMED Chairman
>
> P O Box 468
> BLOEMFONTEIN
> 9300
>
> Tel: 051-4478271
> Fax:051-4488559

2011/03/08

ANNEXURE 38: 06 SEPT. 2011 EMAIL FROM LETSELI TO A. DU PREEZ

74

Andrew du Preez

From: Tankiso Letseli <letselit@hbc.ac.za>
Sent: 06 September 2011 09:10
To: sau.executivesec@adventist.org.za; sau.sedcomdir@adventist.org.za; sau.treasurer@adventist.org.za
Subject: Feedback from a telephone call discussion with Ps A Setsiba

Dear Colleagues,

I called and discussed with Ps A Setsiba about the letter from the Purchaser's lawyer - their concern about building construction that is taking place at the disputed West Rand Farm. The following are his responses:

1. Yes, there is a development by the West Rand District, and he stated they are going on with the development to meet their needs seeing that there is a campmeeting that is approaching;
2. If the purchaser is still interested, he should pay the full amount as per the 2006 contract - and his point is, the purchaser has not made any attempt to buy or pay the full required amount (R9 or R11 million);
3. If the purchaser were to pay in full the price of the farm, then they will include development costs within the price (the current developments amount to about R600,000.00).
4. He feels that the farm does not belong to the purchaser, but to the West Rand Farm, and that they are entitled to do what they want to do with it;
5. He mentioned that he has received an email from Andrew, and he just perused it.
6. The bottom line is, according to him and the District, the purchaser has not paid for the farm in full, and they still need to run their events and the need facilities for their needs.

Andrew, you free to call him at 082 498 4934, and he is currently in Bloemfontein. Thanks

Sincerely,
T Letseli

1

ANNEXURES: JANUARY 2013 – JULY 2013

ANNEXURE 39: 07 JAN. 2013 TOC SESSION NOTICE FROM SAU

Southern Africa
Union Conference

January 07, 2013

**NOTICE OF A SPECIAL CONSTITUENCY MEETING
TRANS-ORANGE CONFERENCE OF SEVENTH-DAY
ADVENTISTS**

Notice is hereby given by the Southern Africa Union Conference Executive Committee that met on 2nd December 2012 to call for a Special Constituency Meeting of the Trans-Orange Conference (TOC) according to the TOC Constitution's Bylaws, Article II, Section 2.4(b) to convene at the Southern Africa Union Conference Auditorium, Bloemfontein on Sunday, 24 February 2013, at 09:00, to

1. Receive the report of the Diswilmar Farm TOC (Westrand District)

TL Letseli: Chairman
TM Kunene: Secretary

Lettie Steyn
For
Ps TM Kunene
EXECUTIVE SECRETARY
Southern Africa Union Conference
P O Box 468
BLOEMFONTEIN 9300

Tel: 051 400 3339 | Fax2Email: 086 546 7391

ANNEXURE 40: 13 JAN. 2013 LETTER FROM WEST-RAND TO TOC

SEVENTH-DAY ADVENTIST CHURCH

West Rand District Management Board

52 Van Graan Street

Casselden , Springs

Cell No : 0832860172

Districtmanagementboard@gmail.com

Date 13/01/2013

To : **TOC President and TOC executive Committee**

Greetings in the name of our soon coming king !!

Attached herewith the letter from the District Management Board which met on the 13th January 2013 and made the following resolutions with regards to the Ebenezer Farm

We kindly request your urgent response as the matter progresses

Yours in service

MG Siswana

Executive Secretary

SEVENTH-DAY ADVENTIST CHURCH

Venue: Orlando West School.
DMB Chairman: Brother G. Matlhoko
DMB Secretary : Br G. Siswana

The District Director, opened the normal West Rand District Management Committee meeting, introduced the item on the Agenda as the Sale of the District Farm, and he then asked the Deputy Chairman of the DMB, to lead the meeting.

The following are the resolutions that were taken and agreed upon on the date above date, after Br M Motea, Farm Committee Chair gave a report on the Farm. There after the recommendation from the DMB EXCO was shared with the DMB. It was supported by further resolutions as stated below.

Resolutions taken

It was resolved that:

1. The DMB affirms it's mandate to the TOC to deal with and to report on the matters related to the Ebenezer Farm as per the previous mandate, and are also mandated to defend it and to pursue whatever means needed to defend the Ebenezer Property of the West Rand District;
2. The Mandate as per the resolution taken on the 7th June 2009 at the DMB Meeting in Orlando East, which was also communicated to the TOC that the West Rand is no more selling the Farms is confirmed;
3. All records of all correspondents and what transpired regarding the sale of the farm be availed by all relevant parties to the District Management Board;
4. SEDCOM and the SAU does not have a mandate to discuss and or decide on this Farm, and cannot put the sale of the West Rand District Farm to

any Constituency Meeting as it did not discuss this with the West rand District (who are rightful owners) neither with the TOC,;

5. SEDCOM has to come to the district and discuss the matter before they can call the session as it does not affect the Conference but the District
6. The DMB inform the SAU, SID and the General Conference of the resolutions taken, through the TOC, and to remove the Farm issue from the SAU Constituency Meeting Agenda of the 24 February 2013 .
7. TOC takes whatever means to remove the Farm from SEDCOM Trust with immediate effect, to and put under the TOC Trust Services;
8. TOC inform all the Districts that this is a West Rand District matter and not Conference, and does not involve the TOC Districts.
9. "It is recommended that the TOC Executive Management Committee engage, as a matter of urgency, the services of a professional auditing firm to conduct a thorough forensic audit of the entire processes, steps, procedures that were followed in the envisaged sale of the Westrand District Farm. Such forensic audit terms of reference should include, but not limited to the following,

- Interviewing and obtaining statements from all persons, church members, previous and current farm committee members, previous and current district management board members, previous and current TOC Executive Management Committee members, external parties (lawyers, e.t.c.), who may have played any part or role, whatsoever, in this envisaged sale;
- Reviewing the integrity of all legal contracts and addendums, entered into by the parties involved, including the delegation authority of any such signatories
- Being granted full and unlimited access to all documentation in the custody of the current and previous farm committees, DMD, TOC Executive Management Committee, pertaining to the envisaged farm sale
- Investigating any chances of "monies" having been paid out between any parties, including the form of payment that could have been effected and to whose banking account such deposits could have been made, and mandates to do so;
- Investigating the current status of the pending legal challenges being launched in the courts of law, by the would-be buyer and the estate agency;
- investigating the role of the SAU and SEDCOM in their handling of this matter, including the possible link and conflict of interest between, SAU, SEDCOM, the would-be buyer and the estate agency.

It is also recommended that the TOC Management Committee ensure that all members and parties involved in this envisaged farm sale FULLY COOPERATE with the forensic investigators".

The DMB council voted and agreed on the above resolutions. The motion was voted 33 agreed and no dissenting vote raised.

Signed:

Yours in service

Ps S Mautla	**Elder G. Mathloko**	**MG Sibwana**
District Director	**Deputy Chairperson**	**Executive Secretary**

ANNEXURE 41: 25 JAN. 2013 SAU LETTER TO TOC CONSTITUENCY

Office of President

Southern Africa Union
Conference of the Seventh-day
Adventist Church
2 Fairview Road, Bloemfontein, 9301
PO Box 468, BLOEMFONTEIN, 9300
051 447 8271
051 448 8059
sau.president@adventist.org.za
www.adventist.org.za

Friday, January 25, 2013

Dear Church Clerks

RE: CONCERNS EXPRESSED BY SOME CHURCHES AND PASTORS: WHY THE WHOLE CONFERENCE IS CALLED TOGETHER AND NOT JUST THE WEST RAND DISTRICT

The purpose of this letter is to clarify the above mentioned concern expressed by some pastors and churches as to why a Special TOC Business Session is being convened on an issue which appears to affect only the West Rand District (i.e. Diswilmar Farm).

In terms of the SAU Working Policy, Sedcom is the property holding entity of the Southern Africa Union Conference and all its subsidiaries. One of the reasons for the establishment of Sedcom was to ensure that the denominational fixed property is safeguarded against, amongst others, any form of misuse, abuse and/or threat.

To meet Sedcom's objectives, and with the realization that all our actions and transactions must be able to stand the test of the law, certain crucial policy requirements and/or conditions were formulated to ensure that all property transactions shall be done in a manner that will meet the requirements of legality, efficiency, reliability, transparency and security.

If the aforementioned are not adhered to it has the potential to create situations where the security of our denominational fixed property is placed at risk.

Sedcom's obligation to protect and guard the fixed property of our denomination is not limited to one conference or institution alone, but extends to all the conferences, institutions and churches within South Africa under the SAU and even the SID.

Consequently, this means that if any transaction or conduct (omission or commission) places the property of the denomination at risk, Sedcom has a legal and implied duty to act in the best interest of the Church at large.

During 2006 the West Rand District took an action to sell the farm better know as the Diswilmar farm. This action to sell was approved by the Trans Orange Conference (TOC) Executive Commitee (Excom). During December 2006, in terms of the SAU Working Policy, the TOC Excom consequently mandated Sedcom to proceed with the sale process.

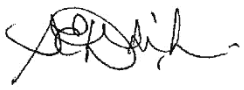
However, before transfer of the property could be effected, and without following due contractual process, the TOC took an action to terminate the sale agreement.

Consequently, the buyer (plaintiff) sued Sedcom and the TOC for breach of contract and is claiming damages to an amount of almost R39 000 000.00.

It is evident that this matter has repercussions for the whole of the SAU territory whose property is in South Africa (i.e. TOC, Travsvaal Conference, Kwa-Zulu Natal-Free State Conference, Cape Conerence and the Southern Africa-Indian Ocean Division). Thus the implications go beyond the West Rand District.

It is in light of the above that the SAU Excom, after due consideration, decided to convene a Special TOC Business Session to inform the TOC constituency of the matter and all actions related thereto. God bless.

Yours sincerely,



Tankiso Letseli, Pastor
PRESIDENT: SAU

ANNEXURE 42: 27 JAN. 2013 + 01 FEB. 2013 TOC LETTERS TO SID

SEVENTH-DAY ADVENTIST CHURCH
Trans-Orange Conference

17 [illegible]
Orchards 2192
P.O. Box 46[illegible]
[illegible] 2115
Telephone: (011) 6[illegible]
Fax (011) 485-1417 / 086 642 2327
E-mail: secretary@toc.org.za
E-mail: [illegible]

27 January 2013

TO: All Church Pastors, Other Denominational Workers,

District Leaders, Church Elders, Church Clerks and All Church Members

RE: TOC SPECIAL CONSTITUENCY MEETING OF 24 FEBRUARY 2013

Greeting in the name of our soon coming Lord and Saviour Jesus Christ; as the years go by and the events around us unfold, we know for sure that His coming, is even at the door.

In the light of correspondences (direct or by carbon copy) your church may have received from the Trans Orange Conference and/or from SAU, in relation to the above matter; and following related enquiries and positions taken by some Districts, Churches, Members and Pastors; the Trans Orange Conference Executive Committee at its duly called sitting of 26 and 27 January 2013 resolved as follows: Action 261-2013: TOC Special Constituency Meeting of 24 February 2013 - Voted to inform and/or remind the TOC constituency that:

1. The TOC churches are affiliates of the TOC, only;
2. The TOC Executive Committee did not call the referred to Constituency Meeting (session);
3. The TOC Executive Committee, as a result, is distancing itself from the referred to Constituency Meeting ;
4. The TOC Executive Committee has appealed to the Southern African Indian Ocean Division (SID), in respect of the referred to Constituency Meeting.

We also wish to thank all our Constituency for the overwhelming support you have continued to give to our conference and in particular the Districts, Churches, Members and Pastors who are demonstrating unflinching confidence in the Leadership we are so prayerfully providing in this matter.

Wishing you God's richest blessings

Yours in the Masters vineyard

TEBOGO SEGOPA
EXECUTIVE SECRETARY

Visit us on www.TOC.org.za

SEVENTH DAY ADVENTIST CHURCH

Trans-Orange Conference

Secretariat

01 FEBRUARY 2013

The Executive Secretary
Southern Africa Indian Ocean Division
27 Regency Road
Corporate Park
RIETVALLEI-IRENE

Dear Pastor Maphosa

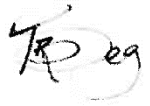
OUR APPEAL-TOC SPECIAL SESSION OF 24 FEBRUARY 2013.

Whereas we have appealed to your organization in respect of the above matter, it has come to our UTTER dismay and disapointment that you have since declared a bias against us in relation to the susbtance of our appeal. It is reported that you have said our removal was what God wanted and that you even sought to sustantiate your belief by a quotation or reference from the wrttings of E.G. White. Our belief is thus that if this report bears any substance, then you have summarily disqualified your organization from entertaining this appeal. We shall await your response to this allegation by today 12 am-twelve noon, 01 March 2013. Your failure to respond by that time will be understood to mean that you are acknowledging having acted or said as represented, and by this we are thus duly and in accordance escalating our appeal to the General Conference. We shall thus expect you to refract or enable us to relate the matter expeditiously and in accordance.

Whereas you have received and initiated action on our appeal, as per your letter of 27 February 2013, we would like to bring to your attention that unsavoury side events seem to be overtaking your processes. Some pastors are being invited to meetings with people whom it is said are the new Officers; church members are invited to gatherings through social media under the guise of the Conference, etc. In accordance with appeals imperatives, we urge you to instruct those who may be responsible for this to stop with immediate effect.

Whereas we have informed you as in our letter of 27th February 2013, that the SAU has notified us that there shall be a meeting on Sunday 03 March 2013, to transact executive business of the Conference; should this meeting continue, we may take it that our Appeal has summarily failed and that we could therefore evoke other alternatives that may be available for our recourse.

Yours still in the Master's Workshop



TEBOGO SEGOPA

ANNEXURE 43: 01 + 06 FEB. 2013 LETTERS FROM MAPHOSA

ADCOM FOLLOW-UP CORRESPONDENCE

Southern Africa-Indian Ocean Division
February 1, 2013

RECIPIENTS: **SOUTHERN AFRICA UNION CONFERENCE**

COPIES: **SID OFFICERS AND ASSOCIATE OFFICERS**

SUBJECT: **TRANS-ORANGE CONFERENCE SPECIAL CONSTITUENCY MEETING**

Dear Colleague,

During our January 31, 2013 ADCOM we took the following decision:

13-106 TRANS-ORANGE CONFERENCE: SPECIAL CONSTITUENCY MEETING

WHEREAS the SID Appeal Committee studied the appeal which came from the Trans-Orange Conference via the Southern Africa Union Conference;

WHEREAS legal counsel was sought from the General Counsel of the General Conference; and

WHEREAS it is clear that the action of the Southern Africa Union Conference to call a Special Constituency Meeting of the Trans-Orange Conference is compliant with the Model Constitution of the **GC/SID Working Policy - D 20;**

VOTED to approve the recommendation of the SID Appeal Committee to uphold the decision of the Southern Africa Union Conference to proceed with the Special Constituency meeting of the Trans-Orange Conference, scheduled to be held on February 24, 2013 in Bloemfontein.

God Bless

Solomon Maphosa
Executive Secretary
Southern Africa-Indian Ocean Division

General Conference
Southern Africa-Indian Ocean Division
Secretariat
27 Regency Road,
Route 21 Corporate Business Park,
Irene
Pretoria
PO Box 4583, RIETVALLEIRAND, 0174
012-345-7000
012 345 7006

February 6, 2013

Pastor A. Setsiba
President
Trans-Orange Conference

RE: CHAIRMANSHIP OF THE TRANS-ORANGE CONFERENCE SPECIAL CONSTITUENCY MEETING

Dear Pastor Setsiba.

Greetings! This correspondence comes as a further clarification to SID's response to your appeal.

Our understanding, which is informed by the Model Constitution of the **GC/SID Working Policy - D 20,** is that the Trans-Orange Conference (TOC) President will serve as the chairman of the Special Constituency Meeting of the TOC scheduled for February 24, 2013.

You are therefore mandated by this Policy to chair this Special Constituency Meeting.

Thank you for your cooperation. We will be praying for you and your leadership.

God Bless

Solomon Maphosa
Executive Secretary
SID

ANNEXURE 44: 11 FEB. 2013 LETTERS FROM SEGOPA

SEVENTH-DAY ADVENTIST CHURCH
Trans-Orange Conference

11 February 2013

TO: SAU ADMINISTRATORS

Dear Pastor Kunene, Dr Letseli and Pastor Odendaal

FOLLOW – UP: THE SAU AND TOC EXECUTIVE COMMITTEES HELD ON 10 FEBRUARY 2013: TOC CONSTITUENCY SPECIAL SESSION OF 24 FEBRUARY 2013.

Greeting in the name of our soon coming King, Jesus Christ.

The combine meeting between the SAU and TOC Executive Committees held on 10 February at Bloemfontein and its deliberations refers.

1) We would like to put it on record that a document that was referred to yesterday, 10 February 2013, on the upcoming TOC Constituency Special Session by the SAU Executive Secretary, Ps T Kunene on the session chairmanship, is not in our possession. We have not received either from SID nor SAU.

2) We are therefore hereby requesting that we be favored with this document for our record keeping.

3) The availability and submission of this document to us will assist us to be on the same knowledge base with the union on this matter.

Wishing you God's richest blessings

Yours in the Masters vineyard

TEBOGO SEGOPA
EXECUTIVE SECRETARY

Visit us on www.TOC.org.za

SEVENTH-DAY ADVENTIST CHURCH | Trans-Orange Conference

17 Louis Road
Orchards 2192
P.O. Box 46061
Orange Grove 2119
Telephone: (011) 640 3084/5/6
Fax: (011) 485-1447 / 086 649 2327
E-mail: secretary@transdc.org.za
E-mail: sec.sec@transdc.org.za

11 February 2013

TO: All Church Pastors, Other Denominational Workers,

District Leaders, Church Elders, Church Clerks and All Church Members

SAU AND TOC EXECUTIVE COMMITTEES COMBINED MEETING FEEDBACK HELD ON 10 FEBRUARY 2013

Greeting in the name of our soon coming Lord and Saviour Jesus Christ.

The above matter refers.

1. Whereas the SAU has called the TOC Constituency Special Session on 24 February 2013; which notice was directed to the churches unconstitutionally;
2. Whereas the TOC Executive Committee responded to SAU raising its concerns in that SAU violated the TOC Constitution in calling the aforesaid meeting;
3. Whereas TOC Executive Appealed to SID on the violation of TOC Constitution in the calling of the above special session;
4. Whereas the SAU and TOC Executive Committee met on 10 February 2013 at Bloemfontein, SAU Offices to try and find each other;
5. Whereas the SID instructed the SAU to call the Constituency meeting within TOC Constitution prescription.

In light of the above the TOC Executive Committee made its presentation as follows:

1. The TOC Executive wish to submit that this type of a meeting should not be the order of the day, hence no provision in the policy, Toc Executive Committee accepted the invitation and attended this meeting out of reverence of the higher organization (SAU).
2. As a TOC Executive Committee:
   a) We agree that SAU is the convener of this bilateral meeting between SAU and TOC Executive Committee;
   b) TOC Executive Committee is the invitee in this meeting;
   c) Logically SAU as the conveners of the meeting are supposed to preside over this meeting under normal circumstances;
   d) In light of the fact that in this instance there are exceptional circumstances that are prevalent; namely, the relationship between the two organizations are not harmonious as they should;

2. As a TOC Executive Committee we:

a) Appreciate the SID delegation quest to ensure SID's ruling compliance to TOC Constitution and Church policy; and for providing leadership in resolving the impasse that is apparent;

b) Appreciate the SID appeal "ruling which recognises the effect of our TOC Constitution and the SID officers who attended the above mentioned meeting to ensure SID;s compliance by SAU to TOC Constitution and church policy; and for providing leadership in resolving the impasse that is apparent.

c) We wish the house to note that the SAU Officers have not been attending the duly called TOC Executive Committee according to policy, more often the SAU officers did not avail themselves/attend even when the dates were agreed upon and rather sent representatives contrary to the TOC Constitution;

d) The matter of TOC Special Constituency meeting must therefore be properly referred to the duly called TOC Executive Committee where the current officers of the SAU are members and would attend without fail, unlike in the past where we would have agreed to change of date to accommodate them, then they will fail to attend (e.g. the recent year-end committee which was schedule for 08-09 December and changed to 26-27 January 2013) as per the SAU request;

e) The consistently absenteeism of the SAU Officers in the duly called meetings of the Toc Executive Committee denies both SAU and TOC Executive Committees of inputs that is invaluable, that would help the church to move forward in harmony;

f) The counsel of SAU Officers is solely missed in the duly called TOC Executive Committee meetings;

g) Finally the TOC Executive Committee would like to invite the SAU and SID Officers to be in the meeting to redefine certain issues that the two organisations are at logger heads on i.e. policy compliance.

We also wish to submit that:

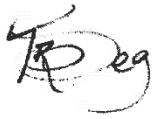
i) All issues that involves the TOC should be discussed at the duly constituted meetings where the SAU Officers should take their rightful position.

ii) Let us stick to policy and constitutional guidelines.

iii) May this matter be then referred to the TOC Executive Committee to be properly and duly discussed.

We wish to thank our Constituency for the overwhelming support you have continued to give to the Conference.

Wishing you God's blessings.



TEBOGO SEGOPA

EXECUTIVE SECRETARY

ANNEXURE 45: 20 FEB. 2013 WEST-RAND LETTER

West Rand District Management Board

52 Van Graan Street

Casselden , Springs

Cell No : 0832860172

Districtmanagementboard@gmail.com

20 February 2013

The Secretary
Trans-Orange Conference of Seventh-Day Adventists
P.O. Box 46061
JOHANNESBURG, South Africa

Attention: Pastors Segopa, President Ps Setsiba and TOC Executive Committee

Dear Pastors,

RE: AFFIRMATION OF THE WEST RAND LETTER TO THE TOC DATED 13 JANUARY 2013.

The West Rand District CHURCH BOARD Members met on Sunday, 17 February 2013, at Jabavu Tabernacle SDA Church, under the chairmanship of the West Rand District Director, Pastor Mautla, and took the following resolutions in respect of the Diswilmar Farm.

As the representatives of the West Rand District Church Board Members, unanimously, and without a dissenting voice, voted:

a. To affirm the resolutions taken on the 13th January;

b. To demand that the Diswilmar Farm issue be removed as an item from the agenda of the TOC Special Constituency meeting of 24 February 2013

c. That the TOC be requested to urgently interdict and defend against this improper sale/transfer of the Diswilmar farm by SEDCOM, thereby nullifying the calling of the referred to constituency meeting.

d. That the TOC Appoints a Forensic Investigations Organization to conduct an investigation.

e. That the TOC to duly and urgently circulate these resolutions to the churches of the TOC, to the SAU and the SID.

Kindly favor us with a response within 7 days.

Yours in Christ

D. Kumbi
District Secretary

G G Matlhoko
Vice Deputy Chairperson

Pastor S.M. Mautla
District Director

ANNEXURE 46: 24 FEB. 2013 TOC SPECIAL SESSION MINUTES

"SED54

SEVENTH-DAY ADVENTIST CHURCH, PO Box 468, Bloemfontein, 9300, Tel +27 51 4478271

MINUTES OF A SPECIAL CONSTITUENCY OF THE TRANS-ORANGE CONFERENCE OF THE SEVENTH-DAY ADVENTIST CHURCH HELD IN THE SAU AUDITORIUM AT 2 FAIRVIEW STREET, BLOEMFONTEIN, ON SUNDAY, 24 FEBRUARY 2013 AT 09H00

Devotion conducted by Ps H Bonya.

A story of David and how he insisted that he must fight for the cause of God by killing Goliath who insulted the ranks of Israel. David asks, is there not a cause, mission, or work to be done? Then he took it upon himself on behalf of God according to his experience as a shepherd boy. 1 Samuel 17:29

Do not let anyone look down upon you because God can use anyone to carry out His mission.

Prayer: Ps J Mahlangu, SC President

WELCOME

The SAU President Dr TL Letseli, welcomed the delegates to the Trans-Orange Conference Special Constituency Meeting.

13 – 01 SPECIAL CONSTITUENCY MEETING CHAIRMANSHIP

WHEREAS the President of the Trans-Orange Conference, Ps A Setsiba, elected not to chair the duly called Trans-Orange Conference Special Constituency Meeting as per the Trans-Orange Conference constitutional provision;

AND WHEREAS the Trans-Orange Conference Executive Committee members were not present at the duly called Special Constituency Meeting;

VOTED to elect the SAU President, Dr TL Letseli, to serve as the chairman pro tem of the Trans-Orange Conference Special Constituency Meeting. Delegates voted as follows:

Yes - 204
No - 5

13 – 02 SPECIAL CONSTITUENCY MEETING SECRETARY

WHEREAS the Trans-Orange Conference Secretary, Ps T Segopa, was not present at the duly called Special Constituency Meeting of the Trans-Orange Conference;

VOTED to elect the SAU Executive Secretary, Ps TM Kunene, to serve as the secretary pro tem of the Trans-Orange Conference Special Constituency Meeting. Delegates voted as follows:

Yes – 203
No – 0

13 – 03 SPECIAL CONSTITUENCY MEETING ADDITIONAL OFFICER

WHEREAS the Trans-Orange Conference Financial Officer, Ps E Sibanyoni, was not present at the duly called Special Constituency Meeting of the Trans-Orange Conference;

VOTED to elect the SAU Chief Financial Officer, Mr EA Odendaal, to serve as the additional presiding officer pro tem of the Trans-Orange Conference Special Constituency Meeting. Delegates voted as follows:

Yes – 201
No – 0

13 – 04 SEATING OF REGULAR DELEGATES

VOTED to seat and record the names of the regular delegates to the Special Constituency Meeting who have registered as follows:

DIAMOND HERITAGE DISTRICT

M Boitshoko	T Congwane
T Mogagane	O Seriba
M Sethunsa	S Mthombeni
D Mahura	B Setlhodi
N Mosala	V Mgwevu
M Kenosi	O Racodi
S Olebogeng	N Letshabo

EAST RAND DISTRICT

B Ngwenya	S Pieterson
Z Mtumane	S Gilbert
MN Myoli	S Khumalo
JE Monamodi	S Majiyezi
EN Mswewu	M Mthethwa
M Dlamini	D Magagula
T Mashapa	L Mosomane
R Mpofu	AT Nkosi
B Khumalo	G Maluka
B Kunene	X Ngxatheleni
V Chenebe	A Tshububudze

JM Mphahlanyana	K Skosana
M Ratshimbilani	L Longwe
S Malimela	ZJ Mcethe
S Ncube	

FREE STATE DISTRICT

V Nhlabatsi	ME Tshabalala
T Lichaba	PS Wageng
K Finger	D Mbuli
M Mafikizolo	AM Mahlangu
E Moyana	T Chachu
S Makole	K Mahoali
T Mokhina	M Makhanana
NP Johannes	W Mahonono

GOLDEN WEST DISTRICT

J Danxa	IL Morolong
TT Moeketsi	K Pitso

HIGH VELD DISTRICT

C Dube	SS Mhlanga
EN Mabuza	T Magano
S Hlatswayo	P Mlawu
T Khumalo	D Shabalala

LOWVELD DISTRICT

M Mogiba	M Dlamini
E Jato	W Nhlengethwa
A Nomatye	S Mnisi
B Shongwe	J Zikalala
J Chidziva	S Shongwe
L Sibeko	S Langa
M Mbedle	C Nkuna
N Dupwa	V Mabele

MAFIKENG DISTRICT

S Dube	I Npshihlele
A Motswasejana	C Kheswa
Br Kgabanankgosi	MM Anakoka
B Togoe	LM Mamodirapula
Br Mokwera	Br Masilonyana
S Silas	S Machewane
I Tshihlele	Dr Mafora

NORTHEAST DISTRICT

M Kulani	SS Maringa

V Khumalo
Br Macebele
T Mabasa
G Rancakgo
M Mogano

ORANGE VAAL DISTRICT

S Vububi
J Hlumbane
L Zwedala
ZJ Mjuleni
J Sithole
S Kafesu
DS Nkosi

SHILOH DISTRICT

Sedibeng
TM Frans
ET Motea
P Ramoloko
M Mutangirwa
M Maja
F Garidzirai
V Phaswane

SHALOM DISTRICT

AM Mathole
A Tholo
J Gumbi
W Wesi
M Ramohlale
ZJ Masina
L Ntsoeleng
S Zwane
N Mrwebi
L Dlamini
S Ntaka
S Ncube
MS Mphiri
L Veli
H Ngwenya
S Kona
D Shongwe
G Matwa
MLI Mashitisho
SV Matebesi
K Tiro
L Mnyandu
N Maponyane
PL Lekgwara
S Masina
D Matsebula
GD Matiti
W Mshwili
F Tukela
AM Mathole

VHEMBE DISTRICT

Br Mukovhanama
F Nemutavhanani
B Moyo
T Maheni
KP Thabeli
T Maunje
S Munzhedzi
Br Madavha
MT Makumule
L Nefolovhodwe
Br Netshifhefhe
RR Negovhela
V Nemubvumoni
P Rambuda
T Neluonde
A Tshifularo
TF Nedzungani
T Ralulimi
R Ramugondo
A Nemakonde
RS Nembudani
L Mbedzi
Sr Mani
S Mudzili

P Tshoteli	G Mawela

WEST RAND DISTRICT

M Sekaka	LD Tsukudu
C Mothupi	D Kekana
S Thabethe	C Sithole
J Dube	M Nyama
T Sibeko	V Nyoni
W Khoza	S Ngcobo
N Bangisi	P Mkonza
M Danisa	S Nhlapo
J Maseko	M Koapeng
S Benya	L Sibisi
V Sibanda	P Rakometsi
L Nyati	S Nkomo
S Mazibuko	M Mgulwa
M Manana	B Nkutha
G Nkosi	D Masilela
D Nkomo	M Nyathi
S Sojola	M Kwarayi
C Dube	T Nkosi
BS Nkambule	T Skaap

13 – 05 SEATING OF DELEGATES AT LARGE

VOTED to seat and record the names of the delegates at large to the Trans-Orange Conference Special Constituency Meeting who have registered as follows:

SID

J Papu
H Bonya
B Mhkize

SAU EXECUTIVE COMMITTEE MEMBERS

E Baron	P Chobokoane
AW du Preez	GT du Preez
SG du Preez	HM Engelbrecht
N Hlalele	S Janse van Rensburg
M Johannes	J Julies
J Mahlangu	RP Maligudu
Z Msholoio	G Mweemba
J Negre	EJ Netshifulani
MC Nhlapo	H Parsons
T Pulumo	GP Reyneke

CO Sesing
DC Spencer
P Shongwe
M Viljoen

SAU EXECUTIVE COMMITTEE REGULAR INVITEES

E Baxen
J Gilbert
TJ Khoeli
M Lelosa
H Munez
Z Thikazi
CW Vermaak
E Bhebhe
E Ishmail
HA Langford
B Mundia
MZ Mweemba
A van zyl

TOC EXECUTIVE MEMBERS

Trans-Orange Conference Executive Committee Members were absent from the Special Constituency Meeting on 24 February 2013.

TOC WORKERS (PASTORS)

EAST RAND
ZO Mbatha
Sibenke C
Lebuso T

NORTHEAST DISTRICT
N Mahamba
I Ngwenya

DIAMOND HERITAGE DISTRICT
N Phosha
Mahlangu P
Salome T

ORANGE VAAL DISTRICT
S Kubheka

FREE STATE
P Madaba
S Madonsela
S Magadlela

SHALOM DISTRICT
T Maseko
E Simelane

HIGHVELD
T Mongwe
J Ramogondo
T Aphane

SHILO DISTRICT
J Nemusula
M Jaba
M Matshiyane

GOLDEN WEST
S Makuwa
R Mamogwa
S Ndlovu

VHEMBE DISTRICT
N Tshivhase
T Mkhize
J Mongwe

LOWVELD DISTRICT	WEST RAND DISTRICT
N Makuya	L Modiri
M Seikaneng	T Danxa
ZP Magagula	TD Mbhele
	S Masuku
MAFIKENG DISTRICT	V Mdladlamba
TN Nembudani	M Mitileni
I Neeta	
N Magagula	

13 – 06 SEATING OF SPECIAL DELEGATES

WHEREAS the Executive Committee of the SAU Conference, in light of the agenda item, recommended to invite the following Special Delegates to be present at the meeting;

VOTED to seat the Special Delegates as per the request and recommendation of the SAU Executive Committee as follows:

F Louw
A Scholtz

13 – 07 WELCOMING NEWLY ORGANIZED CHURCHES

VOTED to accept the following newly organized churches into the sisterhood of the Trans-Orange Conference Churches:

Vhembe District	Elshadai Church & Tshithuli Church
Lowveld District	Buyisaselani Church
Shiloh District	Makweng Church
Orange Vaal District	Vereeniging Church
Shalom District	Lyttleton Church

13 – 08 SEATING OF NEWLY ORGANIZED CHURCHES OF REGULAR DELEGATES

VOTED to seat and record the Regular Delegates from the newly organized Churches as follows:

El Shaddai Church	F Nemutavhanani
Tshithuli Church	S Mudzili
Buyisaselani Church	J Chidziva
Makweng Church	M Maja
Vereeniging Church	S Kafesu
Lyttleton Church	M LMashitisho

Registration Report as at 09:30am	
Number Expected:	372
Number Confirmed:	206
Actual Number of Regular Delegates Present:	193
Percentage Confirmed:	52%

Final Registration Report	
Number Expected:	438
Number Confirmed:	260
Actual Number of Regular Delegates Present:	193
Actual Delegates At Large Present:	67
(TOC Workers, SAU EXCOM and Special Delegates)	
Percentage Confirmed:	59%

The Chairman, Dr TL Letseli, declared the Trans-Orange Conference Special Constituency Meeting open for transacting business.

13–09 READING OF THE SPECIAL CONSTITUENCY NOTICE

The official notice of the Special Constituency Meeting, which appeared in the December 2012 issue of ***Maranatha***, and in addition was circulated to all concerned on 07 January 2013 as recorded in SAU Executive Committee 213/71/12, was read by the Executive Secretary of the SAU, Ps TM Kunene.

NOTICE OF A SPECIAL CONSTITUENCY MEETING
TRANS-ORANGE CONFERENCE OF THE SEVENTH-DAY ADVENTISTS

Notice is hereby given by the Southern Africa Union Conference Executive Committee that met on 2 December 2012 to call for a Special Constituency Meeting of the Trans-orange Conference (TOC) according to the TOC constitution's Bylaws, Article 11, Section 2.4 (b) to convene at the Southern Africa Union Conference Auditorium, Bloemfontein on Sunday, 24 February 2013, at 09:00, to

1. *Receive the report of the Diswilmar Farm TOC (Westrand District)*

TL Letseli: Chairman
TM Kunene: Secretary

13 – 10 MISSION STATEMENT OF THE CHURCH

VOTED to affirm the Mission Statement of the Seventh-day Adventist Church. Delegates

were asked to all read together the shortened version of the Mission Statement, after which the Mission Statement (see below) was read by Dr G du Preez, Dr G Mweemba & Dr P Shongwe.

A 05 MISSION STATEMENT OF THE SEVENTH-DAY ADVENTIST CHURCH

A 05 05 OUR MISSION – The mission of the Seventh-day Adventist Church is to make disciples of all people, communicating the everlasting gospel in the context of the three angels' messages of Revelation 14:6-12, leading them to accept Jesus as personal Saviour and unite with His remnant Church, discipling them to serve Him as Lord, and preparing them for His soon return.

A 05 10 OUR METHOD – We pursue this mission under the guidance and through the empowerment of the Holy Spirit through:

1. Preaching – Accepting Christ's commission (Matthew 28:18-20), we proclaim to all the world in these last days the everlasting gospel of God's love, most fully revealed in His Son's life, ministry, atoning death, resurrection, and high priestly ministry. Recognizing the Bible to be God's infallible revelation of His will, we present its full message, including the second advent of Christ and the continuing authority of His Ten Commandment law with its reminder of the seventh-day Sabbath.

2. Teaching – Acknowledging that development of mind and character is essential to God's redemptive plan, we promote the growth of a mature understanding and relationship to God, His Word, and the created universe.

3. Healing – Affirming the biblical principles of the well-being of the whole person, we make the preservation of health and the healing of the sick a priority and through our ministry to the poor and oppressed, cooperate with the Creator in His compassionate work of restoration.

4. Discipling – Affirming the continued spiritual growth and development of all members, we nurture the newly converted, instruct them in righteous living, train them for effective witness, and encourage their responsive obedience to God's will.

A 05 15 OUR VISION – In harmony with the great prophecies of the Scriptures, we see as the climax of God's plan the restoration of all His creation to full harmony with His perfect will and righteousness.

13 – 11 RULES OF ORDER

NOTED the Rules of Order booklets given to all delegates.

At this stage some of the TOC members who were not Delegates neither Registered Observers disrupted the proceedings of the meeting and discussions were temporarily put on hold.

All Delegates and Observers were requested to leave the auditorium so that they may come back wearing their name tags for identification and permission to be officially seated.

13 – 12 **DISWILMAR FARM MATTER**

VOTED to note the report of AW du Preez, SEDCOM Director, on the Diswilmar Farm matter. Information Books were distributed to all Regular Delegates and Delegates At Large, and the presentation on power point was displayed. (Annexure 1)

FURTHER VOTED to approve the transfer of the Diswilmar Farm to the purchaser;

FURTHER VOTED to mandate the SEDCOM Director to negotiate a proper out of court settlement with the purchaser on the initial contract signed.

FURTHER VOTED to note that the purchaser will be required to settle the full purchase amount as agreed in the 2006 Deed of Sale not withstanding any claim for damages that the purchaser might believe he has. Delegates voted as follows:

Yes – 198
No – 1

Prayer: EA Odendaal

14:22 Adjourned for lunch break

15:15 Meeting convened and prayer was offered by S Mahamba

Song: Shall We Gather At the River

Prayer: DC Spencer

16:40 The Chairman requested for consultation with the SID for 10 minutes. The consultation took place between the GC, SID, and SAU Executive Committee.

17:50 Members reconvened.

13 - 13 **REMOVAL FOR CAUSE THE TOC ADMINISTRATORS AND THE EXECUTIVE COMMITTEE MEMBERS**

WHEREAS the report of the SEDCOM Director on the Diswilmar Farm court case was presented to the constituency;

AND WHEREAS the TOC administration, notwithstanding the fact that the TOC is the second defendant in the Diswilmar farm court case, decided not to attend this special constituency meeting of 24 February 2013;

AND WHEREAS the TOC administration and EXCOM sought to incite and unduly influence pastors and churches not to attend a duly called special constituency meeting;

AND WHEREAS the conduct of the TOC administration in relation to the special session raised serious concerns with the constituency regarding the credibility and responsibility of the TOC administration and EXCOM;

AND WHEREAS the report presented by the SEDCOM Director on the Diswilmar Farm court case clearly indicated a lack of responsibility, the lack of co-operation with the SAU and SEDCOM, indifference, carelessness and insubordination of the Trans-Orange Conference Administration;

AND WHEREAS the report of the said director clearly indicated the serious financial impact and catastrophic consequences that the farm court case can have on the whole of the SAU in that the SAU and SEDCOM faced a claim for damages to the amount of more than R38 000 000.00 (thirty eight million Rand);

AND WHEREAS the Trans-Orange Conference Administration took an apathetic and careless approach towards this highly sensitive and serious matter;

AND WHEREAS the Trans-Orange Conference Administration had a fiduciary duty to protect the interest of the conference and the church at large, but neglected to perform accordingly;

AND WHEREAS the constituency, after receiving the said report, concluded that the Trans-Orange Conference Administration and Executive Committee members demonstrated gross negligence, unreliability, incompetency and a lack of accountability;

THEREFORE VOTED to remove, for cause, the Trans Orange Conference Officers, the President (Setsiba AM) the Executive Secretary (Segopa TB) the Chief Financial Officer (Sibanyoni EM) and the Executive Committee from office according to **Article II of Bylaws Section 8** of the Trans-Orange Conference Constitution revised 2011, and the Southern Africa-Indian Ocean Division Working Policy 2013 Edition **B45 20**

FURTHER VOTED to call for a forensic audit on the finances of the Trans-Orange Conference. Delegates voted as follows:

YES – 185
NO – 9

13 – 14 **THE ORGANIZING COMMITTEE**

VOTED to elect the following members to serve on the Organizing Committee:

Tshirunini Church	R R Nengovhela
Tshifulanan Church	Mrs T B Mani
Dzwerani Church	Vhugala G Nemburumoni
Good Hope Church	Phusuphusu Rambuda
Tshisahulu Church	Mawela George
Sibasa Ratshilumela	Simon Nembudani
Ramugondo Church	Rudzani Ramugondo
Rammbuda Church	Steven Thilivhali Munzhedzi
Mukula Church	T F Nedzungani
El Shadai Church	F Nemutavhanani
Mahematshena Church	T Neluonde
Shayandima Church	Alex Nemakonde
Maheni Church	T A Nemaheni
Tshaulu Church	M C Netshifhefhe
Thengwe Church	L D Nefolovhodwe
Mavunde Church	K P Thabeli
Musina Church	I Maunje
Tshakhuma Church	H P Shotheli
Tshituni Church	S Muduzili
Boabab Church	W N Mukovhanama
Shalom Church	R Madavha
Thohoyandou Church	L Mbedzi
Peniel Church	Luyanda Mnyandu
Makweng Church	Moses Maja
Seshego Church	M P Tamaloko
Moqoto Church	Frans Themba
Mapela Church	Emily Mojea
Leboakgomo Church	S S Sedibeng
Giyani Church	K Mongwe
Nyavani Church	Kit Mnievele
Ga-Kgapane Church	S S Maringa
Nkoankoa Church	V Khumalo
Mamaila Church	Godfrey Rasson
Living Hope Church	Velile Mgwevu
Last Revival Church	Mojalefa Sethuntsa
Last Message Church	Olebogeng Mogogane
Pudimoe Church	Thembekile Congwane
Mokgareng Church	Kenosi Monnakgorong
Mogopela Church	Daisy Mahura
Mosaka 1 Church	Neo Mosala
Taung Church	Neliswa Setlhodi
Rooivaal Church	OT Seriba
Pola Park Church	Sophie Peterson

Schweizereneke Church	Kagiso Pitso
Zuurberkom Church	Skaap Tabisa
Nyama Makhup Church	Dube
Golden Harvest Church	Sipho Ngcobo
Putsong Church	LD Thukudu
Orlando West Church	Khosi Manana
Kelvin Church	Mandla Danisa
Motlakeng Church	Ven Sibanda
Yeoville Church	V Moyo
Diepkloof Zone 6	S Thabete
Naturena Church	L Nyathi
Diepkloof Zone 4	D Kekana
Mountain View Church	S Moyo
Kagiso Church	P Nkonza
Diepkloof Zone 2	M Selala
Orlando East Zone	S Mazibuko
Meadowlands Zone 7	S Benya
Meadowlands Zone 10	L Sibisi
Orlando South Church	M Mgulwe
Zola Church	T Nkosi
Roodepoort Church	M Nyathi
Zondi Church	S Nkambule
Windsor Church	M Kwarayi
Vereeniging Church	Seed Kafesu
Zone 7 Church	Jeffrey Sithole
Finetown Church	Shadrack Vububi
Tumahole Church	Motsamai Makhanana
Bephelong Church	Z Mjuleni
Zamdela Church	G Nkosi
Sharpville Church	Jabulane Hlumbane
Tower of Hope Church	L Zwedala
Barberton Church	M Mogiba
Buyisaselani Church	J Chidziva
Dwaleni Church	M Nkosi
Jerusalem Church	E Jato
Lekazi Church	A Nomatye
Living Hope Church	V Mabele
Matsulu Church	B Shongwe
Ngodini Church	S Shongwe
Pienaar Church	S Langa
Schoemansdaal Church	M Mbeble
Sidlamafa Church	M Nkuna
New Life Church	T G Mogano
Ermelo Church	E N Mabuza
Ermelo Church	S S Mhlanga
Sakhile Church	T Khumalo

Piet Ritief Church	E Hlatshwayo
Riet Kriel Church	PP Mlawu
Ekangala Church	D Shongwe
Motetema Church	J Masina
Middleburg Church	M Ramohlale
Mamelodi Central	V Luvuyo
Mamelodi West	F Tukela
Atteridgeville Church	D Matsebula
Klipgat Church	J Gumbi
Klippan Church	G Matwa
Siyabuswa Church	S Zwane
Winterveld Church	P Lekgwara
Mamelodi East	W Mshweli
Witbank South	L Dlamini
Tshwane East Church	S Ntaka
Centurion Church	AM Mathole
Kwaggafontein Church	W Wesi
Elandsdoorn Church	A Tholo
Temba Church	N Maponyane
Tembisa West	D Magagula
Kempton Park East	R Mpofu
Boksburg South	B Ngwenya
Thanbeka Church	S Ncube
Vusumuzi Church	G Maluka
Spruitview Church	T G Seipone
Kempton Park Central	T Mashapa
Vosloorus Church	T Nkosi
Thokoza Church	L Mosomane
Germiston Church	A Tshibubuze
Wattville Church	X Ngxatheleni
Tembisa East Church	S Khumalo
Tembisa South	S Majiyezi
Batho Church	K Finger
Bookelong Church	S Makole
Thabong Church	T Chachu
Thutaditjhaba	D Mbuli
Bloemfontein City Church	M Mafikizolo
Kroonstad	P Wageng
Eben-Ezer Church	P Johannes
Bakotudi Church	V Nhlabathi
Reahola Church	A Mahlangu
Harrismith Church	E Tshabalala
Bohlohong Church	E Moyana
Mmabatho Church	MM Anakoka
Dinokana Church	S Dube
Itsoseng Church	N Tshihlele

Tsetse Church	M Machewane
Signal Hill Church	MS Sedupane
Montshiwa Church	LK Modirapula
Setlopa Church	T Masilonyana
Koi-koi Church	A Motswasejane
Mafikeng Stadt Church	C Kheswa
Mamelodi Church	R Moepeng
Manamani Church	Andries Tshifularo
Kanana Church	Thomas Moeketsi
Ngwenani Church	T Ralulimi
Kutama Church	B Moyo

13 – 15 THE NOMINATING COMMITTEE

VOTED to accept the recommendation of the Organizing Committee to constitute the Nominating Committee as follows:

Employees	Non-Employees
Ps. T. Mkhize	R.S. Nembudani
Ps. Mahamba	M. Makhananana
Ps. Libuso	Z. Mthumani
Ps. M. Seikaneng	Bheki Shongwe
Ps. Magadlela	Kabelo Finger
Ps. Mashiane	Ramaloko Peter
Ps. Mahlangu	Velile Mgwevu
Ps. Sesing	Prof. L. Lekgwara
Ps. T. Aphane	T. Khumalo
Ps. N. Nembudani	L.K. Modirapula
Ps. T. Danxa	V. Sibanda
Ps. Ngwenya	K. Mongwe
Ps. R. Mamogwa	T. Moeketsi
Ps. Magagula	M. Mathole

13 – 16 DISBAND ORGANIZING COMMITTEE

VOTED to disband the Organizing Committee of the Trans-Orange Special Constituency meeting as they have completed their task.

13 – 17 NOMINATING COMMITTEE'S REPORT: PRESIDENT

VOTED to elect the President of the Trans-Orange Conference, Ps Justice Mongwe, with immediate effect, 24 February 2013.

Delegates voted as follows with ballot papers:

YES – 154
NO – 15
Spoilt – 1

13 – 18 **NOMINATING COMMITTEES REPORT: EXECUTIVE SECRETARY**

VOTED to elect the Executive Secretary of the Trans-Orange Conference, Ps Thami Danxa, with immediate effect, 24 February 2013.

Delegates voted as follows with ballot papers:

YES – 121
NO – 37

13 – 19 **NOMINATING COMMITTEES REPORT: CHIEF FINANCIAL OFFICER**

VOTED to elect the Chief Financial Officer of the Trans-Orange Conference, Br Bongani Meshack Khanyile with immediate effect, 24 February 2013.

Delegates voted as follows with ballot papers:

YES – 168
NO – 2

13 – 20 **NOMINATED EXECUTIVE COMMITTEE MEMBERS**

VOTED to elect the following Trans-Orange Conference Executive Committee Members as follows:

OFFICERS:

President: Justice Mongwe, Snr.
Executive Secretary: Thami Danxa
Chief Financial Officer: Bongani Meshack Khanyile

DENOMINATIONAL WORKERS:

Ps Mahlangu;
Ps Lebuso;
Ps Seikaneng
Ps PZ Magagula

INSTITUTION REPRESENTATIVE:

Mrs Mogane of Orlando West Primary School

LAY DISTRICTS REPRESENTATIVES:

Vhembe	M. T. Makumule
Mafikeng	L. Mothlolwa
Lowveld	A. Nomctye
Shalom	S. Masina
West Rand	T. Nkosi
Highveld	T. Khumalo
Diamond Heritage	B. Mgwevhu
North East	R.R. Khumalo
Free State	K. Finger
Orange Vaal	L. Zwedala
East Rand	A. Modise
Shiloh	F. Themba
Golden West	L. Hoho

Far West: to be filled by the Executive Committee
Non Pastoral/Non Denominational Worker: Sr P Semenya

13 – 21 DEPARTMENTAL DIRECTORS POSITIONS

VOTED to note the recommendation of the Nominating Committee that all the remaining positions of the departmental directors be filled by the Executive Committee.

13 – 22 TERM OF OFFICE

VOTED to note the recommendation of the Nominating Committee that the term of office for the Officers and the Executive Committee would be until the Trans-Orange Conference Regular Business Session on 25 – 27 October 2013.

13 – 23 DISBAND NOMINATING COMMITTEE

VOTED to disband the Nominating Committee of Trans-Orange Conference Special Constituency Meeting as they have completed their task.

At this stage, the Chairman of the Special Constituency Meeting welcomed the newly elected Trans-Orange Conference Officers. The newly elected Officers took their places and the newly elected President, Ps J Mongwe, called for a motion to close the meeting. It was moved by the Executive Secretary, Ps T Danxa.

13 – 24 DECLARE SPECIAL CONSTITUENCY MEETING CLOSED

VOTED to declare the Special Constituency Meeting closed.

Hymn Sung: To God Be The Glory

00:20 Closed with a prayer by Dr P Shongwe and Ps E Baron

ANNEXURE 47: 25 + 27 FEB. 2013 TOC APPEAL LETTERS TO SID

SEVENTH-DAY ADVENTIST CHURCH
Trans-Orange Conference

17 Long Road
Parkdale 2192
P.O. Box 49081
Qualeen Park 2197
Telephone: (011) 440-2800/1/2
Fax: (011) 440-2877/2880
E-mail: toc.sau@toc.org.za

25 February, 2013

Dr. Ratsara
Southern Africa Indian Ocean Division
27 Regency Road.
Corporate Park,
RIETVALLEI

TOC SPECIAL CONSTITUENCY MEETING OF FEBRUARY 24, 2013
AN APPEAL LETTER TO SID PRESIDENT

Dear Dr. Ratsara

The Lord's goodness still abounds. His grace remains sufficient at all times. Greetings in the Saving name of our soon coming Lord, Jesus Christ.

The above matter refers.

1. Whereas the TOC EXCOM quiried the convention of February 24, 2013 on grounds as presented in our appeal letters and subsequent discussions with yourselves and the SAU in respect of this matter.
2. Whereas the purpose of the refered to Session was one item on the agenda: that of receiving the report on the Diswilmar Farm-Westrand District-TOC.
3. Whereas the Delegates may not have received mandate form their Churches.
4. Whereas the SAU once again violated the TOC Constitution in more ways than one by
   a) entertaining an item of receiving new churches into the sisterhood of TOC at a Special Session whereas this item belongs to a Regular Session.
   b). entertaining an item of reaffirming mission and vision statements which was not tabled on the Session Notice as per Constitution Provisions.
   c). appointing a chairperson to Session contrary to Constitutional provisions.
   d). appointing Secretary to Session contrary to Constitutional provisions.
   e). recommending Special delegates at Session contrary to Constitutional provisions.
   f). continuing with Session without an appropriate quorum.

SEVENTH-DAY ADVENTIST CHURCH | Trans-Orange Conference

17 Louis Road
Orkney 2192
P.O. Box 46051
Orange Grove 2119
Telephone: (011) 640-3081/2/3
Fax: (011) 486-1417/086 649 0287
E-mail: secretary@toc.org.za
E-mail: secretary@toc.org.za

5. We have heard that the SID and the GC gave counsel to the SAU not to turn February 24, Constituency Meeting into an elective session.
6. On the basis of points tabled above, we hereby want to appeal to the SID President Dr. Ratsara to declare the removal of the legitimate TOC Managing structures and their subsequent replacement as null and void with immediate effect to avoid further confusion.
7. As we appeal we have not yet received any official communication in respect of this matter.

Yours still in the Master's Workshop

Tebogo Segopa (Pastor)

SEVENTH-DAY ADVENTIST CHURCH

Trans-Orange Conference

Secretariat

27 February 2013

The Executive Secretary
Southern Africa Indian Ocean Division
27 Regency Road,
Corporate Park,
RIETVALLEI

OUR APPEAL AND YOUR ACKNOWLEDGEMENT OF ITS RECEIPT V/S OUTCOMES OF TOC SESSION OF 24 FEBRUARY 2013

Dear Pastor Maphosa

Greetings in the name of our soon coming Lord and Savior Jesus Christ.

Thank you for your swift response and acknowledgement of receipt of our appeal in respect of the TOC session of 24 February 2013.

The content of your letter also indicates that you communicated to the SAU in respect of this matter.

It has since reached us by notice from the SAU that we have now been replaced and as such have to vacate our positions while we await placements.

In terms of your receipt of our appeal and your referral of the matter to the SAU, it becomes our understanding that the matter has begun to receive your appropriate attention and therefore our status as officers remains until the determination of the outcome of the appeals process; this understanding is thus sustained by policy imperatives.

We here thus request that you advise the SAU that we shall therefore remain in office until the determination of the end of all appeals processes and/or any judicial process that may be preferred.

Thanking you

Yours still in the Master's Workshop

Tebogo Segopa (Pastor)

ANNEXURE 48: 06 MARCH 2013 TOC LETTER

SEVENTH-DAY ADVENTIST CHURCH

Trans Orange Conference

Secretariat

06 MARCH 2013

The Executive Secretary
Ps. S. MAPHOSA
The Southern African-Indian Ocean Division
P.O. Box 4583
RIETVALLEI-IRENE
0174

TOC SPECIAL SESSION APPEAL: A RESPONSE

Dear Sir

Greetings in the saving name of my Lord Jesus Christ. His loving kindness remains constant and excellent to us all.

1. Whereas we had expected you to escalate our Appeal to the General Conference, in view of your declared biasness against us, you have continued to exhibit what then would have been expected from yourself and your organization in respect of our matter.

a). You have not even wished to get any supplementary evidence from us in respect of any of the matters we wished to raise.
b).Your response does not refer to any collective or date upon which it was concluded.
c).Your response lacks factual accuracies (i.e. that the meeting formed a quorum; that Churches are accepted at any Constituency meeting.).
d). You do not wish to talk to the fact that SID contradicted and openly defied counsel from the General Conference in respect of a violation/s of our constitution.

2. Whereas you conceded that the provision for the SAU to call our Constituency meeting is a provision that must be vetted by our Constitution, our Constitution provides for it under the auspices of our EXCOM, which representation you had wished to reject.

a) Whereas our President refused to chair before the meeting was regularized, it meant that it was irregular for anyone to be appointed to take up his place.
b) Whereas it was already declared by notice that he was not preferred to chair.

c).You do not wish to talk to the unsubstantiated removal and replacement of the secretary of that meeting.

d). The President was around the venue of the meeting also to the extent that he went to meet the SAU in respect of the matter/s for which he met them. Your adjudication (if you had not disqualified yourselves from hearing our Appeal), would again on this aspect be derived incorrectly.

3 Whereas we refer to a mandate which the delegates may not have received, our Constitution provides that delegates receive nominations from their respective Districts Management Boards in respect of persons to be elected to serve as lay representatives in the Conference EXCOM, this factor and prerogative could not have been achieved and/or granted.

4. Variables of our Appeal must not and should not be limited to the ones you sought to respond to or the ones we may have sought to put in our initial letter of Appeal as we simply sought to initiate the process and are now ready to present all aspects before the General Conference. Our limited presentation of variables of our Appeal was also due to undue pressure by your organization to have us present our Complaint before those who violated against us could present their motivation for their violation/s to your organization.

5. Whereas you assert/imply that our Appeal was not supposed to have been referred to your organization, and that it should have been referred to the meeting that transgressed as they did;

a. You are essentially denying us of any right to Appeal; whereas we cannot Appeal to the very structure we are appealing against, more so that we even have evidence that the very meeting existed illegally; the structure/meeting you wish us to Appeal to also bore temporal existence.

b. You have continued to 'adjudicate' on the merits or otherwise of our Appeal, whereas you knew it belonged elsewhere; thereby, only further continuing to expose your embedded prejudice against us.

6. Whereas we had requested that you escalate our Appeal for cause to the General Conference, we are hereby requesting that you cease to address yourself to its substance and have it escalated or have us escalate it to the General Conference within 12 hours from your receipt of this letter.

7. What you may refer to as a threat from us is highly displaced and may thus not deserve a response from us. What we may finally only be appreciative of in this, is that you have now finally pronounced yourselves correctly on the matter over which we as the Conference seemed so lonely whereas we so frantically sought to defend the policies of the Church even against both the Union and yourselves, the SID.

Wishing you God's richest blessings and keep well.

Yours still in the Master's Workshop

TEBOGO SEGOPA

ANNEXURE 49: 26 MARCH 2013 KIMBERLEY CHURCH LETTER TO TOC

SEVENTH-DAY ADVENTIST CHURCH
KIMBERLEY

PHYSICAL ADDRESS
711 Willie Lekwene Street
Retswelele
Kimberley
8345
POSTAL ADDRESS
Kimberley Church
P.O. Box 9023
Kimberley
8345

26 March 2013

Trans-Orange Conference
P.O. Box 46061
Orange Groove
2119

Dear Pastors T. Danxa, J. Mongwe and Brother M. Khanyile

RE: THE OFFICIAL POSITION OF THE KIMBERLEY SEVENTH DAY ADVENTIST CHURCH ON THE CURRENT CRISIS WITH THE TOC

Greetings in the name of our soon coming Lord and Saviour Jesus Christ.

We have noted with deep concern and regret the developments leading up to and beyond the "Special Session" of the TOC of the 24 February 2013.

Our view is that the calling of the Special Session violated the constitution of the Trans-Orange Conference and hence our refusal to participate in the referred to "Special Session".

In light of the above we wish to make known to you what we have resolved as one of the churches of the Trans-Orange Conference:

- We distance ourselves from the illegal conference leadership emanating out of the session of 24 February 2013;
- We further refuse participation in the programs of the local church by the officers, pastors and departmental directors mandated by this illegal session;
- We further demand that an urgent special session of the Trans-Orange Conference be called to resolve this impasse; and
- In conjunction with the above, pending the calling of the special session herein demanded or the immediate restoration of the legitimate officers and EXCOM or the calling of the regular session, we resolve to safeguard the trust funds by putting them in a trust account.

We pray and urge that positive restorative measures be immediately pursued to bring back the conference officers and EXCOM who were illegally removed.

We remain confident that through God's grace that works humility in us there will once again be harmony in the conference.

SEVENTH-DAY ADVENTIST CHURCH KIMBERLEY

PHYSICAL ADDRESS
711 Willie Lekwene Street
Retswelele
Kimberley
8345
POSTAL ADDRESS
Kimberley Church
P.O. Box 9023
Kimberley
8345

Lastly we wish to make it clear that the Kimberley SDA Church reserves the right to see any interested parties with regards to the contents of this letter.

We hope you find all of the above in order.

Yours in the blessed hope

.....
Sis. Victoria Koza (Secretary)

.....
Themba Ngwenya (First Elder)

ANNEXURE 50: 27 MARCH 2013 MAHIKENG DMB LETTER TO TOC

192 Ngaka Tsetse Street
Cnr. Ngaka Tsetse Street & Dr. James Moroka
Mmabatho
2735
P O Box 2794
MMABATHO
2735
Mafikeng District

27 March 2013

Ps. T. Kunene
Executive Secretary: SAU
P.O. Box 468
Bloemfontein
9300

MAFIKENG DISTRICT MANAGEMENT BOARD RESOLUTION
ON THE CURRENT TOC LEADERSHIP

Whereas the Seventh-day Adventist Churches in the Mafikeng District has received a notice for a Special Session of the TOC called by the Southern Africa Union.

Whereas the said notice indicated "To hear the report of the Diswilmar Farm TOC (Westrand District)"

The Mafikeng District Churches indicated, in the Management Board, that none of them gave any of its delegates any mandate to decide on the transfer and or non-transfer of the said farm. This is based on the fact that the church did not have the favour of deliberating on the report before the said Special Session as is the practice of the Seventh-Day Adventist Church.

Whereas the said Special Session further took a resolution to remove the Trans-Orange Conference Executive; and whereas this matter was not part of the notice of the special session received by these church, but would seem that it was the main objective of the special session.

The SDA Churches in the Mafikeng District regret to inform the SAU that at the District Management Board meeting held on 17 March 2013 at Montshioa Church noted with regret the outcomes of the TOC Special Session and further regrets that SAU did not take into consideration the negative impact that the Special Session decisions might have on churches.

The SDA Churches in the Mafikeng District therefore resolved in their own Church Boards/Church Business meetings that:

1. The removal of the TOC Leadership / Executive is rejected,
2. The so called current TOC Leadership / Executive is not accepted and is considered illegal
3. There shall be no communication with them and neither shall their communication be accepted and or carried
4. The individual Pastors in that illegal Executive shall only be welcomed as Pastors and not as TOC Leadership.
5. Their recent visit to the District and celebration conducted in a local hotel is disappointing

In light of the above it is crucial for the District to register its position on the matter. We hope that this unfortunate situation will be resolved soon.

Yours in Christ

Eld. S. Mosimege (DMB – Deputy Chairperson)

ANNEXURE 51 15 APRIL 2013 SHALOM DMB LETTER TO TOC

SEVENTH-DAY ADVENTIST CHURCH

SHALOM DISTRICT

15 April 2013

info@shalom7da.org

To: The SAU President; The SAU Secretary; The SID President; The SID Secretary; The GC President; The GC Secretary; All TOC Pastors and All SHALOM District Churches

RESOLUTIONS OF THE SHALOM DISTRICT COUNCIL REGULAR MEETING – RE: TOC SPECIAL SESSION 24 February 2013

This serves to inform the SAU, SID, GC, all SHALOM District Churches and all TOC Pastors of the following resolutions that emanated from the SHALOM District Regular District Council meeting that was held at Moditela Secondary School in Suurman (Hammanskraal) on the 14th April 2013.

Resolution 01/RM/2013 - **Whereas** the SHALOM District held its duly called regular District Council Meeting at Moditela Secondary School on the 14th April 2013;

Whereas the meeting decided to deal with one agenda item which is "The TOC Special Session Implications" and proceeded to deliberated on the matter;

Whereas it became clear to the members that the said TOC Special Session was convened and proceeded to transact in violation of the TOC Constitution and Policies of the Church;

Whereas the TOC Constitution provides in **Schedule 1 clause 1.3.1,** that the District Council "shall adhere to the Policies of the Union Conference and the General Conference", which Policies have not been complied with relative to the said Special Session.

Therefore unanimously voted to disregard and dissociate the SHALOM District from the outcomes of the TOC Special Session of the 24th February 2013 as well as all the subsequent actions of the illegitimate Executive Committee that was elected at the said Special Session.

Resolution 02/RM/2013 - **Whereas** the E.G. White through the Spirit of Prophecy admonishes against the withholding of tithe because of dissatisfaction (Testimonies for the Church 9:249 – (CS 93.3));

Whereas the members of the Shalom District are bound by the said injunction and as a result all members are encouraged to continue remitting tithe to their respective Churches (the storehouse);

inistration Chairperson-Pst. OC. Sesing (District Director), Deputy Chair –Bro. H. Ngwenya, Secretary-Sis. P.Maforah: 0829365287, Communication Secretary- Bro. B. Nkomo: 0735312932
Pastors: Pst. Mapumulo, Pst. Simelane, Pst. Mdlalose, Pst. Maseko, Pst. Rapitsi

SEVENTH-DAY ADVENTIST CHURCH

SHALOM DISTRICT

Whereas the Shalom District has voted to disregard the outcomes of the Special Session of 24 February 2013 and as a result implying that the TOC currently has a leadership vacuum.

Therefore voted to recommend to all the Churches to withhold tithe remittance to the TOC and to deposit same into a separate bank account (opened solely for the safe keeping of the tithe/trust fund) and to remit same with all accrued interest to the TOC as soon as the legitimate TOC leadership has been re-installed.

Resolution 03/RM/2013 - **Voted to communicate** the said resolutions arising from the deliberations on the TOC Special Session Implications, to the SAU, SID, GC and All TOC Pastors and to appeal to the higher structures to cause to reinstate the legitimate TOC Officers and Executive members within 14 days, failing which the District will determine which appropriate action to take. **Further**, to place Pastor Rapitsi as the acting District Director for the SHALOM District, pending the restoration of the status which existed before the said Special Session, including bringing back the SHALOM District Director, Pastor Sesing, who has been redeployed by the current illegitimate Administration. **Further**, that all activities/events/programmes which are conducted within the territory of the SHALOM District and/or which would involve the Churches which are part of the SHALOM District, be implemented in consultation and in conjunction with the SHAOLM District Council/SHALOM District Executive Committee.

We hope and trust that the said resolutions will be met favourably and this will go a long way in restoring order within the TOC and the broader Church.

Yours in the Lord's vineyard

HOWARD NGWENYA
District Deputy Chairperson

POPPY MAFORAH
District Secretary

inistration Chairperson-Pst. OC. Sesing (District Director), Deputy Chair –Bro. H. Ngwenya, Secretary-Sis. P.Maforah: 0829365287, Communication Secretary- Bro. B. Nkomo: 0735312932
Pastors: Pst. Mapumulo, Pst. Simelane, Pst. Mdlalose, Pst. Maseko, Pst. Rapitsi

ANNEXURE 52: 12 MAY 2013 SHILOH DMB LETTER TO TOC

TO:
THE TRANSORANGE CONFERENCE
17 Louis Rd. Orchards
ORANGE GROOVE
JOHANNESBURG
SOUTH AFRICA
Cc:SAU ADCOM AND EXCOM
:SID ADCOM AND EXCOM
:GC LEGAL COUNSEL

SHILOH DISTRICT
BUSINESS MEETING
OF THE TRANSORANGE
CONFERENCE OF THE
WORLD WIDE SEVENTH-
DAY ADVENTIST CHURCH
635 Cnr Molokoloko & Lethabo Str.
ZONE S LEBOWAKGOMO 0737
PO BOX 2152 LEBOWAKGOMO 0737
LIMPOPO PROVINCE
SOUTH AFRICA
Cell +27722600036
+27826362920
+27733879103
+27728544539
+27824681066
Email: ramotsepane@yahoo.com
ramotsepane@gmail.com

12th MAY 2013

Greetings in Christ!

Re: Shiloh District Resolutions

Grace and Peace to you from God our Father and the Lord Jesus Christ.

We call your attention to the below:

The Shiloh District Executive Committee met on 6th April 2013 to counsel with the district elders' council as per (Schedule 1.4.1.11) of the TOC Constitution and it was resolved to convene the district business meeting comprised of local church boards as provided by Shiloh District constitution.
As recommended Shiloh District local church boards of respective churches met as also provided by the TOC constitution (Article II, Section 2, a3) on Sunday 12th of May 2013 to deliberate on both pre-and post 24th February 2013 session.

The following in subsequent three (03) pages were the outcomes.

Yours in Christ
Dan Laka (*District Chairperson*) **Jane Mojela (*District Secretary*)**

Witnesses:
1. **Legodi Ramotsepane (District TOC Rep.)**
2. **Shabo Sedibeng (District Personal Ministries Director)**
3. **Ernest Koopedi (Shiloh Farm Committee Convenor)**

PREAMLE:

Whereas the district recognizes the authority of the TOC EXCOM to **SHALL** call a Special Constituency Meeting (Article II, Sec. 2a, 1-4a-d) as per the model constitution,

Whereas the SAU EXCOM can vote (Article II, Sec. 2a, 4a) and whereas the SAU EXOM **may** call special constituency meeting of the conference (Article II, Sec. 2a, 4b), but the constitutional and administrative authority still rest with TOC EXCOM,

Whereas SAU EXCOM voted on December 02 2012, as per (Article II, Sec. 2a, 4a) of the model constitution, but the very constitution **only provide the right to vote,** however SAU EXCOM abused and went beyond the rights provided, by naming the date and place of the session, and thereby disparaged the model constitution which gives such pre-eminence solely to TOC EXCOM,

Whereas the SAU EXCOM only notified the TOC EXCOM of the December 02 2012 vote, but **never requested** the TOC EXCOM to assemble the TOC constituency special session but went ahead to publish a notice of the special session and therein naming the chairperson and secretary, date and place, and thereby bridging the model constitution which gives such powers to TOC president and executive secretary,

Whereas the TOC EXCOM was invited to the SAU EXCOM of 10 January 2013, and was informed that irrespective of the outcomes, the February 24 2013 session would go ahead as planned. And in this abnormal bilateral meeting SAU EXCOM was advised by TOC EXCOM to follow constitutional provisions and yet SAU disregarded the voice of reason,

Whereas the TOC EXCOM logged an appeal in writing and in person to SID, but was never notified of and or called to a hearing committee as appellants with agreed upon presiding officers and respondents, yet there was outcome of an appeal and thereby disregarding policy provisions for appeals and the SID assumed to themselves veto powers, and thereby bridging the church manual which provides for democratic governance of the church,

Whereas SAU solicited TOC local churches to register delegates dissipatedly for February 24 2013 session, even without being credentialed as delegates through duly provided church processes,

Whereas the TOC wrote to inform the local churches of the illegitimacy and irregularities of the February 24 2013 session, but the SAU continued to bypass the TOC ADCOM and EXCOM and communicated directly to TOC local churches, and thereby disregarding organizational policy and constitutional provisions,

SHILOH DISTRICT BUSINESS MEETING OF THE TRANSORANGE CONFERENCE OF THE WORLD WIDE SEVENTH-DAY ADVENTIST CHURCH
635 Cnr Molokoloko & Lethabo Str.
ZONE S LEBOWAKGOMO 0737
PO BOX 2152 LEBOWAKGOMO 0737
LIMPOPO PROVINCE
SOUTH AFRICA
Cell +27722600036
+27826362920
+27733879103
+27728544539
+27824681066
Email: ramotsepane@yahoo.com
ramotsepane@gmail.com

PREAMLE cont.:

Whereas the session notice sent clearly stipulated one item as the agenda, namely to receive report..., but never send the report to the TOC local churches for the delegates to peruse, and thereby derided policy provision,

Whereas the TOC wrote to the local churches, SAU and SID notifying that they distance themselves from the unduly February 24 2013 session, but SAU went ahead as before embarking on administrative processes of convening a local conference session, implying the TOC to be under administration and or its granted conference status withdrawn,

Whereas there was clear communication from the affected West Rand district through the TOC regarding the concerned farm, Shiloh District churches found out that SEDCOM never honoured SAU working policy provisions regarding the sale of the property in question,

Whereas SAU high-handedly and disgracefully convened the irregular February 24 2013 session, but could not authenticate delegates, yet as assembled SAU callously called upon those unseated and unverified delegates to nominate and vote the session Chairperson and Secretary respectively, even though the session notice had erratically named the very SAU president and secretary for those positions,

Whereas the world wide church has Rules Of Order for such constituency meetings, but SAU ignored the very Rules of Order even as distributed in the delegates package and used some unheard-of and unwarranted Robert's Rules of Order in God's church,

Whereas SAU claimed to have predicted that the TOC president would not avail himself to preside over the proceedings of that day, yet they knew that the SID wrote personally to the TOC president instructing him to chair the February 24 2013 session, which by constitutional provision he and the TOC executive secretary are legitimate persons to preside over the local conference constituency meetings,

Whereas the session continued with unsanctioned delegates to vote into the sisterhood of churches newly organized churches and thereby counterfeited the quorum,

Whereas a unilateral SEDCOM report was distributed and rendered on the spot irrespective of policy provisions that it be sent prior to the session for delegates and churches to peruse,

Whereas the tinkered notice clearly stated that the constituency was only to receive report, yet actions and or voting were taken,

Whereas there was to be only one item on the agenda because that would have been a Special Session, SAU officers had no authorization to continue further as their posts were pro-term, but nonetheless they continued to preside regardless of the GC Legal Counsel's consultation and advise and passed motions, voting and or actions of coup d'état to the TOC EXCOM, even without the two-third majority of the churches,

SHILOH DISTRICT BUSINESS MEETING OF THE TRANSORANGE CONFERENCE OF THE WORLD WIDE SEVENTH-DAY ADVENTIST CHURCH
635 Cnr Molokoloko & Lethabo Str.
ZONE S LEBOWAKGOMO 0737
PO BOX 2152 LEBOWAKGOMO 0737
LIMPOPO PROVINCE
SOUTH AFRICA

Cell +27722600036
+27826362920
+27733879103
+27728544539
+27824681066
Email: ramotsepane@yahoo.com
ramotsepane@gmail.com

ACTIONS:

'herefore voted on the 12th of May 2013 that:

. all pre and post February 24 2013 session decisions taken by irregular TOC constituency and or SAU and or SID be not recognizes and that:

a. **SEDCOM fulfil policy in respect of property sale,**

b. **action to sell West Rand Farm is not binding any party of TOC,**

c. **the decision to transfer from SEDCOM to Baleti TOC Development Trust all TOC properties be upheld,**

d. **action to remove for alleged cause of TOC EXCOM is not accepted,**

e. **the current illegitimate TOC parallel structure instituted unconstitutionally during the irregular February 24 2013 so called session is not recognized and should vacate office,**

f. **any such action(s) and or communication(s) by this structure in 1.e. above should and cannot not be acknowledged by the churches,**

g. **a motion of no confidence to both SAU and SID ADCOMs is passed and engagement with them is stalled and the General Conference be engaged,**

h. **the TOC EXCOM instituted constitutionally in regular session of 2010 take charge with immediate effect and complete their term of office,**

. **TOC Districts EXCOMs convene an all TOC Districts Convention with representative from respective districts to counsel and find out whether 50+1 of all TOC churches share the sentiment of calling for a TOC Special session,**

j. **this TOC EXCOM of 1.h. above call a TOC Special Constituency Session before the regular 2013 session wherein the TOC President and Executive Secretary shall as per constitutional provision preside and or hand over to the GC delegates to preside to deal with the impasses.**

Dan Laka (*District Chairperson*) **Jane Mojela** (*District Secretary*)

Witnesses:

1. **Legodi Ramotsepane** (*District TOC Rep.*)
2. **Shabo Sedibeng** (*District Personal Ministries Director*)
3. **Ernest Koopedi** (*Shiloh Farm Committee Convenor*)

SHILOH DISTRICT
BUSINESS MEETING
OF THE TRANSORANGE
CONFERENCE OF THE
WORLD WIDE SEVENTH-
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635 Cnr Molokoloko & Lethabo Str.
ZONE S LEBOWAKGOMO 0737
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LIMPOPO PROVINCE
SOUTH AFRICA

Cell +27722600036
+27826362920
+27733879103
+27728544539
+27824681066
Email: ramotsepane@yahoo.com
ramotsepane@gmail.com

ANNEXURE 53: 04 AUGUST WEST-RAND DMB LETTER TO TOC

SEVENTH-DAY ADVENTIST CHURCH

WEST RAND DISTRICT MANAGEMENT BOARD

WEST RAND EXTENDED DISTRICT MANAGEMENT BOARD

The West Rand extended DMB, in a duly called meeting of the 4th August 2013 at Ipelegeng Community Centre, in Jabavu, took the following resolution:

1) To reject the current TOC administration that was installed by the unconstitutional special constituency session of 24th February 2013 in Bloemfontein.
2) To call for a special constituency session that will address the problems of SEDCOM and remove all the West Rand district properties from it and register them under the Baleti Trust.
3) To raise funds that will enable us to cover the legal fees in defence of the Ebenezer Farm.
4) To stop remitting tithes and offerings to the current TOC administration.
5) To reject the R9.6million offer by the so-called buyer since we as the district cancelled the deal in 2009.

Signed by: _____ Signed by: _____

Elder G. Matlhoko — Assistance DMB Chairperson

Elder C. Ncube — 1st DMB Assistant Secretary

ANNEXURE 54: 20 MAY 2013 LETTER FROM LETSELI

Office of President

Southern Africa Union Conference of the Seventh-day Adventist Church
2 Fairview Road, Bloemfontein, 9301
PO Box 488, BLOEMFONTEIN, 9300
051 447 8271
051 448 3059
LetseliT@adventist.org.za
www.adventist.org.za

Monday, May 20, 2013

Dear Church Leaders,

A CONCERN FOR THE SAFETY OF OUR MEMBERS AND LEADERS DURING OUR GATHERINGS/MEETINGS/BUSINESS SESSIONS.

Firstly we would like to continue to affirm the 24th February 2013 TOC Special Business Session, together with its Actions and Resolutions, and the elected TOC Officers & Executive Committee. We believe that the Lord led in His own mysterious and miraculous ways.

Secondly, in the same Special Business Session we experienced and witnessed activities and actions which are reasons to be concerned - particularly about the safety and security of our members and leaders.

It is normal, natural, and expected for believers to harbour different and opposing views on issues, but those issues need to be resolved in a peaceful and Christ-like fashion. We do have biblical conflict-resolution models from which to extract lessons, examples, and principles.

For example, Abraham and Lot had a challenge/dispute in terms of sharing grazing land due to the large size of their livestock (Gen 13:5-11); As a result of church growth, there was a racial/tribal dispute over equitable sharing of resources in the early New Testament Church (Acts 6:1-7); and a doctrinal dispute arose because some brethren were teaching/making circumcision a condition for salvation (Acts 15).

There are three common features in these biblical examples; namely, (1) there was a dispute, (2) brethren met to discuss, and (3) an amicable solution was agreed upon and implemented. The Church has been equipped and resourced through these biblical, conflict-resolution examples - in order for her to deal with challenges that arise from time to time.

The recent TOC Special Business Session has become a cause for concern. We witnessed verbal and physical assault of security personnel, bringing/carrying fire arms to meetings, intimidating delegates, and disrupting & causing

disorder. The Church is not equipped or resourced to address issues of intimidation, physical assault, and fire arms – hence a grave concern for the safety and security of our members and leaders. We would like to encourage our Church Leaders to caution our members to follow biblical and peaceful methods of resolving conflicts.

In the light of the recent TOC events, we would also like to strongly encourage our Church Leaders to prioritise and ensure the safety and security of our members and leaders – whenever they (Church Leaders) organise gatherings/meetings/business sessions.

Thirdly, we have also prioritised Church Policy Education among our Church Leaders and members for the purpose of smooth operation of the Church.

We believe that the Devil, together with his evil angels, works hard day and night to cause the Advent Movement to lose focus of her core mission, namely, "Preparing herself and others to meet the soon coming Jesus Christ."

The Advent Movement needs to remain focused on its prophetic marching orders: "And he said to me, You must prophesy again before many peoples and nations and tongues and kings." (Rev 10:11 MKJV). The servant of the Lord reminds us of one and only reason for the existence of the Church. She writes,

> "The church is God's appointed agency for the salvation of men. It was organized for service, and its mission is to carry the gospel to the world. From the beginning it has been God's plan that through His church shall be reflected to the world His fullness and His sufficiency. The members of the church, those whom He has called out of darkness into His marvelous light, are to show forth His glory. The church is the repository of the riches of the grace of Christ; and through the church will eventually be made manifest, even to "the principalities and powers in heavenly places," the final and full display of the love of God. Ephesians 3:10." (EG White, *Acts of the Apostles*, p. 9)

We need to continue to pray and fast for one another and for the outpouring of the Holy Spirit in order to receive a gift of Revival and Reformation. God bless

Yours sincerely,

T Letseli, Pastor
PRESIDENT: SAU

ANNEXURE 55 A: 23 MAY 2013 LETTER FROM DANXA

SEVENTH-DAY ADVENTIST CHURCH

23 May 2013

Dear Pastors, Elders, Treasurers, Church Clerks and Church Members

Fellow Believers,

Re: Feedback on the Conference Updates and the Latest Developments

On the 20th of March this year we sent out a communiqué updating you on current developments in the TOC family. We gave an update on the following three matters:

- Insurance
- TOC Offices Renovations
- Litigation

1. We, in that communiqué reported the decision of the previous executive committee to cancel our insurance portfolio with Sedcom, and that the non-cooperation of the then administration when requested to retain or ensure that churches are covered resulted in churches being uninsured. We mentioned in that correspondence that currently churches are NOT insured. It is sad to receive claims from churches for damages or losses suffered due to theft and other causes and we cannot assist, and neither can Sedcom, due to that irregular and unfortunate decision.

In response to that update, we have taken a decision to reinstate our insurance portfolio with Sedcom, as, in our considered view, it is unthinkable that churches can be without insurance for this long. We have, as promised, approached Sedcom and indicated our decision to reinstate the insurance portfolio, we asked about the question of insurability of our church buildings and they have assured us that whilst that is being attended to, we can in the meantime insure our household contents such as PA systems, Computers, printers and Laptops, etc., as well as Fidelity insurance-insurance of tithe and offering monies. We are accordingly inviting churches to re-enlist by sending to the Conference their inventory lists on household items they wish to cover.

The next enlistment date for Sedcom is the month of July and our intention is to effect or action this at that time. Kindly note that between now and then, we

unfortunately will be without cover, however, we are pleading that we be not despondent about the situation and we should refuse to be misinformed and misled by those with an agenda that is clearly not in the interest of our churches.

2. We also reported the works stoppage at the TOC Offices. We cited in that communiqué that work had been stopped at that site due to non-compliance with applicable legislation in the built environment. Over 6 million Rands had already been spent on what could have easily been demolished by the municipality over non-compliance with the basic procedures to be followed even before work started at the initial stages. We dare not even mention why we reasonably believe things were done so hastily to a point of even ignoring the basics.

In response to that update, we worked tirelessly to ensure that the hard earnings of the Conference do not go down the drain and that an intensive approach to comply is initiated. Following prolonged and ongoing discussions and submissions with the relevant authorities, we were allowed to resume work on site. And though we have resumed work, we are still to finalize the process of compliance, we are though hopeful that this will be achieved. Phase one of the project is at completion stage despite the challenges faced.

In this regard we solicit your prayers, as it will be a sad day if this building was to be demolished after so many millions would have been spent on it. Our message to churches is that as faithful stewards, let us at all times strive to manage the resources God entrusted to us with much diligence by ensuring that this potentially massive risks do not happen under our watch.

3. We further reported that three of our members in the TOC have taken the church to court over the decisions of the highest decision making body of this Conference. We reported that their attempt to have the matter heard on an urgent basis did not takeoff and the matter was enrolled on the normal court roll and both parties agreed to timelines to dispose of the matter. The Conference is a respondent on this matter and it is defending itself against this litigation by members who have chosen to disregard the session decisions and all the decisions of the higher organizations pertaining to this matter.

Following that update, we have received enquiries from our members as to who are the members who have taken the church to court after the highest decision making of this Conference had pronounced on matters which they since have taken to court. We reluctantly inform the church that Brothers Pat Tlhagwane, Elijah Lekhoane and Raul Msimango are the ones who have gone against the TOC constituency's decision and have willfully disregarded the voice and the authority of the church in the TOC as expressed by the resolutions taken at the recent TOC special constituency meeting.

What is even more regrettable to put it mildly, it is the discovery that the three brothers have-as it was stated in the court case that was recently heard-

actually illegally and or without authorization used the money of the members of this Conference to fight the members of this Conference. We are still recovering from the shock of the discovery, and we think that this is a matter that our churches cannot and should not be silent on, especially churches wherein the brothers' memberships are held. In this regard we will be seeking counsel from the higher organization on how we can best handle this matter, including recouping the money belonging to the Conference which they have illegally and or without authorization used.

4. On latest developments, an amount of R470 000-00 was transferred out of the TOC account to a certain Ngcingwana a day after the TOC special constituency meeting. As administrators, we felt it would be irresponsible for us to allow what even then appeared to us as a suspicious transaction; we then made contact with Sedcom and instructed them to enquire about and claim back from the attorney this amount. After Mr Ngcingwana responded very rudely and arrogantly on the enquiry of Sedcom, a decision was then taken to recoup this money and an application on an urgent basis was launched.

We heard in court that the previous Executive Committee met to authorize this payment on the very day we as the constituency were in session inside the auditorium at the SAU, we were shocked by this revelation, that the constituency of the TOC could be so disregarded by those we had entrusted to run the conference between sessions in that they actually had a session between session(excom) when the TOC session was underway or if you please, whilst the TOC session was in session. Even more shocking, the blatant lie told about the excom meeting that took place when we all know that a group of those who nearly disrupted the session met under the tree that day, as to how they ended up as the Excom, it is very difficult to fathom.

Despite the attempts by the respondents to have the matter removed from the roll as in their view the matter was not urgent, and despite the attempt to prove that the money was transferred legitimately, last week Friday, the church was vindicated when Judge Makgoka of the Northern Gauteng High Court ordered (paraphrase) 1, an interdict on the balance of the money paid to the attorneys' trust account, 2, an interdict on Ps Sibanyoni to transact business relating to the TOC as he has no authority to do so, 3, that the conduct of the attorney be referred to the law society for investigation.

5. We confirm the details of the correspondence we earlier sent regarding the bank accounts of the TOC, they have indeed not been changed and are NOT FROZEN. The old banking details are still operational.

6. We further confirm that we have not sanctioned any meeting to be addressed by the previous leadership or any of our pastors. To our knowledge, our colleagues will be at their posts of duty and we have not processed any service requests for them to be outside their assigned work territory. Our colleagues are aware of the policy on

conflict of commitment as salaried employees of the conference. We think they will appreciate that the churches need their services.

We would like to assure the TOC family that your prayers are not in vain. God is in charge of His church, and He will lead and guide through it all. We are seeing the hand of God at work in the Conference, though the enemy of our souls and the enemy of the work is trying very hard to make us loose focus on the mandate and mission of the Advent Movement, there are many faithful men and women who are daily sharing the 3Angel's message and are preparing people for His coming. It is our view that we live at the end of time, we are witnessing events within and without that point that this are the closing scenes of our earth's history. Let us therefore look up to the Eastern skies for our redemption draweth nigh.

Please set aside the Sabbath of the 01st of June to fast and pray as churches and as individuals so we may ask God to heal the divisions in our conference and to reunite for the sake of the mission and for the sake of our salvation. We need each other as we are all members of the body of Christ.

Jesus is Coming Again.

Yours in His Vineyard

Thami Danxa, Ps
EXECUTIVE SECRETARY

ANNEXURE 55 B: 26 AUGUST 2013 LETTER FROM DANXA

26 August 2013

UPDATES ON THE R470 000 00

Fellow Believer

We would like to remind you that a few months ago, we informed you that the matter involving the church and Ngcingwane was decided upon in favour of the Church, in that what the church asserted was accepted and the ruling favored our case. Following that ruling, there was a matter relating to the R470, 000. 00 to be heard which was going to decide on the balance that was interdicted, however, we would like to inform you that last week we received a letter from Ncgingwane Attorneys (lawyers representing the previous administration), that they have deposited the full amount of R470, 000.00 into the conference account.

We can confirm that the money has indeed been transferred back into the coffers of the church. We would like to commend our brethren for seeing the mistake that they had made and correcting it by bringing back the church's funds so that they can continue to be used for the mission of the church.

This act will go a long way in trying to resolve this matter. We hope that it signals a change of heart and attitude on their part. We therefore plead with our brethren to take this act a step further and cancel the court case against the church.

Advent Regards

Thami Danxa, Ps

EXECUTIVE SECRETARY: TOC

Cc: TOC PRESIDENT

TOC CFO

ANNEXURE 56: 25-26 MAY 2013 TOC CONVENTION RESOLUTIONS

TOC CONVENTION RESOLUTIONS
25 – 26 May 2013
ORLANDO CUMMUNITY HALL

WHEREAS the church members in the TOC convened at the Orlando Community Hall in Johannesburg on the 26th May 2013 to deliberate on matters affecting the church within the Conference.

WHEREAS the objectives of the convention were to seek the Lord in prayer, to share words of inspiration and to take resolutions on how to restore sanity within the TOC and to unite the church.

THEREFORE, resolved as follows:

A. UNITY AND RECONCILIATION

1. To continuously pray and work towards uniting the church within the territory of the TOC and/or SAU.
2. To when necessary engage the SAU and SID with the view to restoring unity and order within the TOC.

B. THE UNCONSTITUTIONAL TOC SPECIAL SESSION AND RESTORATION OF ORDER

1. To disregard the outcomes of the unconstitutional and illegitimate TOC Special Session that was held in Bloemfontein on the 24th February 2013 as well as any actions that flow there from. Further, to ensure the illegitimate TOC leadership vacates the TOC offices as a matter of extreme urgency.
2. To petition the General Conference President to urgently intervene by responding and taking the necessary action in restoring order within the TOC by upholding the policies of the Church and the TOC Constitution, and restoring the legitimate TOC leadership that was removed unconstitutionally, within **seven (7) day from the date of receipt of the resolutions**. Further, to voice our lack of confidence/vote of no confidence on both the SAU and SID.
3. To hinder/stop the GCYC from coming to the SAU territory unless the GC intervenes and restores order within the TOC.
4. To disregard any communication that is issued by the current illegitimate TOC leadership.
5. To galvanise all TOC churches request for the calling of an urgent Special Session in terms of the provisions of the By Laws of the TOC Constitution, Article II, Section 2 (3). (This presupposes that the legitimate TOC Executive has been reinstalled).

C. TOC PROPERTY (SEDCOM, WEST RAND FARM AND OTHER TOC PROPERTIES)

1. To continually seek the Lord in prayer and to seek for His guidance and intervention in saving the Farm from any unwarranted sale.

2. To affirm the action of the legitimate TOC Executive Committee to defend the sale of the Diswilmar Farm (West Rand Farm) in court;
3. To solicit funds in ensuring the successful defence of the sale of the Diswilmar Farm and to cover all costs related thereto including money that may have been disbursed by the legitimate TOC towards the aforesaid end;
4. To open a bank account which will be used for the aforesaid purpose and any other programmes geared towards fulfilling the mission of the Church, including the provisioning of support to TOC Pastors who may be ostracized due to taking a position in support to the resolutions taken herein. Further, to ensure that a detailed financial report is given to the constituency in the next meeting.
5. To speak openly and through one voice against the sale of the farm by SEDCOM without the proper mandate of the West Rand District and the TOC.
6. To ensure the transfer of all TOC property from SEDCOM to the Trust Services (Baleti Trust) established by the TOC as a matter of urgency.

D. GENERAL RESOLUTIONS

1. To affirm that Tithe and Offerings belong to the Lord and therefore no individual member should withhold returning tithe on the basis of the current disorder within the TOC. Further, to acknowledge and respect the respective decisions of various Churches and Districts regarding tithe remittance to the illegitimate TOC.
2. To elect a working committee comprising of representatives from all Districts that will be responsible for the coordination and collation of resolutions from all TOC churches in relation to the calling of the Special Session. Further, that the said working committee should work in conjunction with the Inter-District Committee that was instrumental in the organisation of the Convention of the 25th and 26th May 2013.
3. To note and accept the messages of support from sister Conferences, Districts and outside the Territory of the TOC.
4. To elect the following District representatives to serve in the Inter-District Working Committee and further to mandate the same to implement the resolutions of the Convention:
    a) SHILO
        i. Shabo Sedibeng
        ii. Dan Laka
    b) SHALOM
        i. Leshala Chidi
        ii. Howard Ngwenya
    c) Golden West
        i. M.D. Moyo
        ii. R.K. Sindi
    d) East Rand
        i. Simphiwe Khumalo
        ii. Siphiwe Mashele
    e) West Rand
        i. Stella Africa

ii. Mandla Gumede

f) Mafikeng
   i. Thomas Molamu
   ii. Toto Molobye

g) North East
   i. G.M. Shipalana
   ii. Victor N. Mabitsela

h) Far West
   i. Joseph L. Abrams
   ii. M. Moremi

i) Diamond Heritage
   i. Neville Mompati
   ii. J. Gabanakgosi

j) Vaal
   i. Mmabatho Lehika
   ii. Shadrack Vububi

k) Free State
   i. Oupa Mofokeng
   ii. Sidney Mosimege

l) Vhembe
   i. Makhavhu
   ii. Vacant

m) Lowveld
   i. Vacant
   ii. Vacant

n) Highveld
   i. Daniel Cindi
   ii. Vacant

Herewith signed on behalf of the respective District members who attended the Convention:

West Rand
Mandla Gamede

Diamond Heritage
Mompati J. Sebanetsa
Ntombeni S.
SILALONI
LESHALA CHIDI

Mmabatho Lehuka
Vaal District.

HOWARD NGWENYA
Khalom District

North East District
G.M. CHIPALANJA
N.V MABETSEKA

Golden West District
M.D MLOYD
R.K. SINDI

MAFIKENG DISTRICT
THOMAS MOLAWA
TEC Molokoje

EAST RAND
Siphiwe Mashigo

Shadrack Vilibi
VAAL DISTRICT

ANNEXURE 57: 03 JUNE 2013 JOINT LETTER OF MONGWE AND DANXA

SEVENTH-DAY ADVENTIST CHURCH

17 Hook Road
Orchards 2192
P.O. Box 4964
Cottesloe 2117
Telephone: (011) 640-3691/5/6
Fax: (011) 485-1177 / 086 54[illegible] 2477
E-mail: [illegible]
E-mail: [illegible]

03 June 2013

Dear Pastors, Elders, Church clerks and members

Re: SUMMARY OF KEY DECISIONS AROUND THE SESSION

Fellow believers, in light of the recent and unprecedented actions (actions which sought to, and seek to undermine the policies and processes of the SDA church) on the part of some of our pastors and members, we would like to draw your attention to the following summarized sequence of events and the decisions thereto:

1. In view of the fact that the former TOC leadership persistently failed to provide the SAU/SEDCOM with a legal opinion on the matter of Diswilmar Farm; and also in light of the fact that the church in the SAU territory faced a possibility of a huge financial loss from litigation by the purchaser of the Diswilmar Farm, the SAU Executive Committee took an action to convene the TOC special session in accordance with the TOC constitution's Bylaws, Article 11, Section 2.4 (b).
2. The TOC appealed this resolution to the SID, and a ruling was given by the SID after consultation with the GC counsel to the effect that the SAU had duly called the session, and that their action "was compliant with the model constitution of the GC/SID Working Policy-D 20". The calling of the special session was accordingly valid and incontrovertible.
3. A meeting was set up between the former TOC Excom and the SAU Excom. The SAU affirmed its decision to call the special session. The TOC Excom was once again

informed of and invited to the said special session.

4. The SAU and SID officers engaged the former TOC President with a view of him chairing the said special session. He initially agreed to this in writing as attested by the letter of the 18th of February 2013 he wrote and sent to the SID and circulated to a wide audience, but on the day of the special session he of his own volition decided not to chair the session.
5. Before the start of the special session, with the registered and confirmed regular delegates and delegates at large inside the auditorium, the house was informed that Ps Setsiba had indicated that he will not be chairing the special session. An appeal was then made to another officer of the TOC, the former Conference Executive Secretary, Ps Segopa, who it was also mentioned had absented himself from the meeting, a third attempt was made to have the third officer, the former CFO, Ps Sibanyoni, to also chair the meeting, but he also was not available to chair the special session.
6. The **registered and confirmed delegates** then took an action to ask the SAU President, Dr Letseli, to be the chairperson on a **pro tem basis** in accordance with the rules of order adopted by the General Conference. The same rules were used to elect the SAU Executive Secretary, Ps Kunene, to be the secretary. The same goes for the SAU CFO, E Odendaal.
7. The meeting quorated with a confirmed **59% attendance** of actual regular, special and delegates at large. Of this percentage, actual number of regular delegates present was 193, actual delegates at large present was 65.
8. Some persons who are associated with and who were instrumental in the calling of the Orlando Convention, stormed the session floor and attempted to disrupt the special session.
9. The constituency meeting resumed after a process of allowing only those registered and having tags to come inside the auditorium.
10. The delegates overwhelmingly VOTED to approve the transfer of the Diswilmar Farm to the purchaser; and FURTHER VOTED to mandate the SEDCOM Director to

negotiate a proper out of court settlement with the purchaser on the initial contract signed; and FURTHER VOTED to note that **the purchaser will be required to settle the full purchase amount as agreed in the 2006 Deed of Sale** not withstanding any claim for damages that the purchaser might believe he has.

11. **From the above, it is NOT true that the decision taken was to give away the farm for free, contrary to that, the purchaser will according to the action taken be required to pay the 9.6million as agreed in the 2006 Deed of Sale.**
12. The chairman adjourned the meeting and consulted with the GC, SID and the SAU Excom for almost one hour and ten minutes on the question of the *removal for cause* of the TOC Administrators and TOC Executive members.
13. Following that lengthy consultation, and following advice of the GC legal counsel, the following resolution was taken:

WHEREAS the report of the SEDCOM Director on the Diswilmar Farm court case was presented to the constituency;

AND WHEREAS the TOC administration, notwithstanding the fact that the TOC is the second defendant in the Diswilmar farm court case, decided not to attend this special constituency meeting of 24 February 2013;

AND WHEREAS the TOC administration and EXCOM sought to incite and unduly influence pastors and churches not to attend a duly called special constituency meeting;

AND WHEREAS the conduct of the TOC administration in relation to the special session raised serious concerns with the constituency regarding the credibility and responsibility of the TOC administration and EXCOM;

AND WHEREAS the report presented by the SEDCOM Director on the Diswilmar Farm court case clearly indicated a lack of responsibility, the lack of co-operation with the SAU and SEDCOM, indifference, carelessness and insubordination of the Trans-Orange Conference Administration;

AND WHEREAS the report of the said director clearly indicated the serious financial impact and catastrophic consequences that the farm court case can have on the

whole of the SAU in that the SAU and SEDCOM faced a claim for damages to the amount of more than R38 000 000.00 (thirty eight million Rand);

AND WHEREAS the Trans-Orange Conference Administration took an apathetic and careless approach towards this highly sensitive and serious matter;

AND WHEREAS the Trans-Orange Conference Administration had a fiduciary duty to protect the interest of the conference and the church at large, but neglected to perform accordingly;

AND WHEREAS the constituency, after receiving the said report, concluded that the Trans-Orange Conference Administration and Executive Committee members demonstrated gross negligence, unreliability, incompetency and a lack of accountability;

THEREFORE VOTED to remove, for cause, the Trans Orange Conference Officers, the President (Setsiba AM) the Executive Secretary (Segopa TB) the Chief Financial Officer (Sibanyoni EM) and the Executive Committee from office according to **Article II of Bylaws Section 8** of the Trans-Orange Conference Constitution revised 2011, and the Southern Africa-Indian Ocean Division Working Policy 2013 Edition **B45 20**

FURTHER VOTED to call for a forensic audit on the finances of the Trans-Orange Conference.

14. These were also voted for overwhelmingly as only nine delegates voted against them.
15. It must be noted that those using the draft minutes have mistakenly pointed out that Living Hope had two members in the organizing committee, their misinformation is unfortunate as we have Living Hope church in the Diamond Heritage and in the Lowveld districts and they are not telling the truth with their claims.
16. The current officers, together with the current executive committee, did not impose themselves, but were duly elected by the churches of the Trans-Orange Conference.
17. Those who either boycotted, attempted to, or failed to disrupt the session; including those who are choosing to not respect the outcomes of the special session should

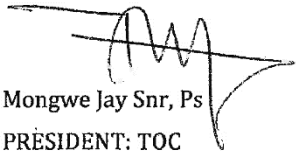
desist from their unbecoming conduct of seeking to divide the conference and from introducing unconstitutional and policy prohibited methods like the so-called Orlando Convention.

18. We once again call on the pastors who are part of this divisive and disloyal movement to henceforth stop their activities as this undermines their *sacred calling and ordination to the worldwide church*, and it is bringing disrepute to the name of the church and the Conference, with their participation they are also undermining the policy provisions on *professional ethics and conflict of commitment* governing pastors in their employ. We have appealed to them individually and we are again appealing to them to shepherd the flock of God heavenward and to be at their service points as salaried employees and not take time away from their work without authorization to pursue this nefarious agenda.
19. We call on all members of the TOC to shun their attempts to invite them into what is now clear rebellion. This has manifested itself in that they have gone as far as opening bank accounts for monies to be redirected thereto so that they apparently can run a parallel structure, and there is even talk to pay some ministers. They have threatened the GC President, and have resolved to stop a GC sponsored Youth Congress program.
20. We are appealing to the churches that have members who are known active participants in this rebellion to caution them and advise them of the undesirable consequences of such actions as enshrined in our Church Manual and working policies.
21. We would like to thank the pastors who have remained faithful to their calling and who are selflessly serving the flock of God and we encourage them to be faithful servants of the church of God, and we also encourage them to continue to recognize their calling as noble.
22. We also would like to thank the elders and members who have purposed in their hearts that they will be true to the teachings, policies and processes of the Remnant church. We thank them also for not withholding their tithe as it is sacred and

belongs to God. We appeal to you to continue to support the worldwide work of God through your tithes and offerings.

In conclusion, we are appealing to our brothers and sisters who are determined in their course of rebellion, please listen to the "wisdom of the brethren" as Ellen White puts it, the church in the TOC has spoken, higher organizations-SAU, SID, and GC have spoken on this matter. Please respect the decisions of these bodies. Come back and walk away from your dangerous course. Let us all build the kingdom of God and not engage in activities that will undermine the mission of the Remnant Church.

Jesus is Coming Again



Mongwe Jay Snr, Ps
PRESIDENT: TOC

Thami Danxa, Ps
EXECUTIVE SECRETARY: TOC

ANNEXURE 58 A: 24 JUNE 2013 TOC LETTER

SEVENTH-DAY ADVENTIST CHURCH

24 June 2013

Dear Pastors, Elders, and Church Clerks

Re: 11th Regular TOC Constituency Meeting

We wish to remind the Churches of the Regular Session that will be on the 24th-27th of October 2013. It will be held in Polokwane, at the University of Limpopo.

The official session notice, reports and other details shall be sent in due course through the official channels. We are, with this correspondence, inviting churches to pray for the upcoming TOC Regular Session and to make timeous preparations for it.

Yours in His Vineyard

Thami Danxa, Ps
EXECUTIVE SECRETARY
Cc TOC President
TOC CFO

ANNEXURE 58 B: 13 AUGUST 2013 SESSION NOTICE (EMAIL)

13 August 2013

Dear Pastors, Elders, and Church secretaries

Re: TOC REGULAR SESSION NOTICE

Notice is hereby given on the strength and mandate of the TOC Executive Committee action: 240-2012, that the 11th Trans-Orange Conference Regular Triennial Constituency Meeting will be convened at Ngoako Ramatlhodi Sports Centre, Seshego, POLOKWANE, 0700, on the 24 -27th OCTOBER 2013.

Agenda:

1. To receive reports from the Administrator's and the Departmental Directors on the scope of their work,
2. To review performance of the Conference for the preceding term, and to facilitate planning for the next triennial term,
3. To elect Officers, Directors and the Executive Committee,
4. And to transact other business as it may be deemed appropriate.

Chairperson: Justice Mongwe, Ps

Secretary: Thami Danxa, Ps

Advent Regards

Thami Danxa, Ps
EXECUTIVE SECRETARY: TOC

Justice Mongwe, Ps
TOC PRESIDENT

ANNEXURE 59 A: 9 JULY 2013 TOC LETTER ON SALE OF THE FARM

SEVENTH-DAY ADVENTIST CHURCH

Trans-Orange Conference

Secretariat

17 Louis Road
Vanderbijl Park 1912
P.O. Box 16041
Vanderbijl Park 1911
Telephone: (011) 640-3000
Fax (011) 885-1447 / 086 512 7237
E-mail: secretary@transorange.org.za
http://www.transorange.org.za

09 July 2013

Dear Pastors, Elders, and Church Secretaries

Re: Update on the Special Session Resolution on the Diswillmar Farm

In our last correspondence on the subject matter, we highlighted the special constituency meeting's resolution on the matter of the West Rand Farm. In that correspondence, we indicated that the constituency voted the transfer of the Diswillmar farm, and further voted that the purchaser be required to settle the amount of R9,6 milion as per the deed of sale.

SEDCOM has since implemented the special session resolution and approached the purchaser. The purchaser, Prestige Park (PTY) LTD, through its attorneys, Swart Redelinghuys Nel & Partners, has responded affirmatively to the settlement offer. They indicated that their client is, and remains willing and able to comply with its obligations in terms of the deed of sale by the payment of the purchase price and to take transfer of the properties.

This communication from the Purchaser's lawyers clearly dispels the suggestions that the purchaser will be getting the farm for free. It also affirms the real intention of the SAU intervention in this matter, which was to make sure that the church does not get sued and risk having the farm taken away for free or the church being forced to pay R38 million. This agreement means that the West Rand District will receive

the R9.6 million as per the original agreement. With these funds, the West Rand district should be able to purchase another property, and develop it as it originally envisaged by the decision of the West Rand churches.

It is unfortunate that the finalization of this agreement is currently being held up by the court case brought by Bro Tlhagwane, Bro Raul, and Bro Lekhuwane against the Sedcom and other church structures, and by extension the TOC Constituency since TOC delegates resolved that the transfer be affected. We hope and pray that these brothers will find it in their heart to work with the church instead of working against the church.

Another development which relates to this matter is that we found the legal opinion that was sought by the previous TOC leadership with regard to the West Rand farm. This legal opinion that was delivered to the previous TOC leadership before the Feb 24 Special Session, affirms what is in the SAU legal opinion and also supports the decision that was taken by the TOC constituency at the special session. It is difficult to understand why this legal opinion was never passed on to the constituency.

- We have attached this legal opinion for your information.
- We have also attached for your information the response of Swart Redelinghuys Nel & Partners to the session resolution

The Lord is Coming Soon, are you ready?

Thami Danxa, Ps
EXECUTIVE SECRETARY: TOC
Cc TOC PRESIDENT
TOC CFO

ANNEXURE 59 B: 09 MAY 2014 SETTLEMENT AGREEMENT

09TH JULY 2014

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

Case Number: 8503/2011

In the matter between

PRESTIGE PARK (PTY) LTD	PLAINTIFF
and	
SEDCOM NPC	1ST DEFENDANT
TRANS ORANGE CONFERENCE OF THE SEVENTH DAY ADVENTIST CHURCH	2ND DEFENDANT

SETTLEMENT AGREEMENT

WHEREAS THE Plaintiff (as defined above) issued summons against the Defendants (as defined above) (herein jointly referred to as "the parties") under abovementioned case number and

WHEREAS THE PARTIES are desirous to settle the proposed action, now therefore they agree as follows

1.

The parties and more in particular the Plaintiff hereby abandon the coun order obtained by agreement between the parties on **16 October 2013**

2.

2.1 In settlement of prayer 9.1.1 of the particulars of claim the First Defendant shall transfer the following immovable properties which are held by Deed of Transfer No T22252/1987 into the name of the Plaintiff at a purchase price of **R9,100,000.00**

2.1.1 Holding 8 Diswilmar Agricultural Holdings Registration Division IQ Province of Gauteng in extent 2.0215 hectares

2.1.2 Holding 15 Diswilmar Agricultural Holdings Registration Division IQ Province of Gauteng in extent 2.0215 hectares ("the Properties")

2.2 The Plaintiff shall be entitled to the deposit and interest if any, accrued on the initial deposit paid by the Plaintiff in accordance with the provisions of the original agreements entered into between the parties in respect of the Properties, which deposit is being held in trust by the transferring attorneys. The First Defendant hereby consents to the repayment of said deposit by the transferring attorneys upon signature of this agreement

2.3 The Plaintiff shall pay the attorney fees in respect of the transfer of the Properties which transfer shall be effected by attorneys appointed by the Plaintiff. The First Defendant shall however be responsible for payment of the other expenses (i.e. transfer duty, the costs of obtaining a clearance certificate and the deeds office registration fees) related to the transfer of the Properties

2.4 The First Defendant shall be liable for payment of the estate agent's commission as provided for in the original purchase agreement in respect of the Properties

3.

ILLEGAL OCCUPANTS

3.1 Subject to the provisions of clause 3.2 the First Defendant shall within a period of 6 weeks from date on which the identity of the occupiers has been established, commence proceedings in a court of law with jurisdiction to evict any illegal occupant(s) from the Properties. The Plaintiff shall assist the First Defendant in this regard by providing such information and sign such documents as may be required by the First Defendant.

3.2 The Plaintiff shall however be responsible for evicting the occupants known as the Molefes at its own costs from the Properties

4.

CASH SETTLEMENT

4.1 Upon transfer of the Properties, the First Defendant shall within a period of 10 days, pay an amount of **R25,000,000.00** to the Plaintiff, which amount includes the following amounts

4.1.1 **R4,500,000.00** in respect of Plaintiff's legal fees;

4.1.2 **R2,000,000.00** as a contribution towards the costs to be incurred by the Plaintiff to evict any illegal occupants from the Properties, as provided for in clause 3.2

4.2 The First Defendant shall be entitled to deduct the purchase price in respect of the Properties and as defined in clause 2.1, from the cash settlement referred to in clause 4.1

5.

5 Each party shall be liable for payment of its own legal costs

6.

FINAL SETTLEMENT AND GENERAL

6.1 This agreement contains all the terms and conditions of the agreement between the parties

10 6.2 No variation of or abandonment or waiver of rights or obligations, whether express or implied, shall be binding unless contained in this agreement or subsequently reduced to writing and signed by both parties

6.3 Save as provided for in this agreement, neither party shall have any further claims against the other and each party hereby waives and 15 abandons all and any such claims arising from whatsoever cause of action

SIGNED at _____ on this _____ day of May 2014

20 Witnesses

1 _____

2 _____

PRESTIGE PARK (PTY) LTD.
2000/000369/07
VAT No. 4940196250
BOX 946 KRUGERSDORP, 1740
082 801 5151/2

PH

(Signatures of Witnesses) (Signature obo the Plaintiff)

SIGNED at Bloemfontein on this 09th day of May 2014

Witnesses

1 G. Kitney

2

(Signatures of Witnesses) (Signature obo First Defendant)

SIGNED at JOHANNESBURG on this 09TH

day of May 2014

Witnesses

1

2 K. BINNS

(Signatures of Witnesses) (Signature obo Second Defendant)

P5

ANNEXURES: COURT JUDGEMENT

ANNEXURE 60: 28 MARCH 2018 COURT JUDGEMENT

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NUMBER: 6277/2014

DELETE WHICHEVER IS NOT APPLICABLE	
1.REPORTABLE:	~~YES~~/NO
2.OF INTEREST TO OTHER JUDGES:	~~YES~~/NO
3.REVISED	
28/03/2018 DATE	SIGNATURE

In the matter between:

ABRAM MPAPI SETSIBA	1st Applicant
AMANDA SEGALE	2nd Applicant
JABU SITHOLE	3rd Applicant
MOSES BUSANG KHANYE	4th Applicant
TEBOGO BENJAMIN SEGOPA	5th Applicant
JOHANNES ELIJAH LEKHUWANE	6th Applicant
VICTOR NGOAKO MABITSELA	7th Applicant
MABEL GLORIA SEGOTSANE	8th Applicant
LESINA NATHANIEL MOABELO	9th Applicant

RICHARD MOTOBI NQHATSETSENG	10th Applicant
MAMACHEU BENARD MOLOPA	11th Applicant
TOTO MOLOBYE	12th Applicant
MOSEKIEMANG GREGORY MOROKA	13th Applicant
PAUL PANDELANI MBEDZI	14th Applicant
BOTHA JEREMIAH NEMARANZHE	15th Applicant

and

TRANS-ORANGE CONFERENCE OF SEVENTH DAY ADVENTISTS	1st Respondent
SOUTHERN AFRICA UNION CONFERENCE OF THE SEVENTH-DAY ADVENTIST CHURCH	2nd Respondent
SOUTHERN AFRICA-INDIAN OCEAN DIVISION OF THE SEVENTH DAY ADVENTIST CHURCH	3rd Respondent
GENERAL CONFERENCE OF THE SEVENTH-DAY ADVENTISTS CHURCH	4th Respondent
THE ILLEGITIMATE EXECUTIVE OF THE TRANS ORANGE CONFERENCE	5th Respondent
JUSTICE MAVANYISI MONGWE	6th Respondent
THAMSANQA RICHARD DANXA	7th Respondent
BONGANI MESHACK KHANYILE	8th Respondent
ELLIOT SIBANYONI	9th Respondent
N MAKHAVU	10th Respondent
M PHOSHA	11th Respondent
E SEOKETSAS	12th Respondent
TE MOKOLOMETSA	13th Respondent

ZIPHOZONKE OSCAR MBATHA	14th Respondent
MASALA MAKUMULE	15th Respondent
FRANS THEMBA	16th Respondent
SIFISO MASINA	17th Respondent
THULA NKOSI	18th Respondent
ANDREW MODISE	19th Respondent
KABELO FINGER	20th Respondent
LESEDI MATHLOLWA	21st Respondent
B KHUMALO	22nd Respondent
AYANDA NOMATYE	23rd Respondent
VELILE MGWEVU	24th Respondent
PETRUS MAHLANGU	25th Respondent
RONALD SEIKANENG	26th Respondent
PAUL MAGAGULA	27th Respondent
PEARL SEMEMNYA	28th Respondent
L HOHO	29th Respondent
LWANDILE ZWEDALA	30th Respondent
TE MOGANE	31st Respondent
FRANK MDLALOSE	32nd Respondent
MANDLA MASHIYANE	33rd Respondent
THULANI MKHIZE	34th Respondent
MAURICE MITILENI	35th Respondent
SIYABONGA MAGADLELA	36th Respondent

EDWARD TSHIVHASE	37th Respondent
MAYBEL RAPITSI	38th Respondent
GOMOLEMO EUPHEMIA AFRICA	39th Respondent
ML MBEDZI	40th Respondent
BHEKI KNUTHA	41st Respondent
T KHUMALO	42nd Respondent
FRANS MOEKETSI	43rd Respondent
RUFUS WESI	44th Respondent
P TSHIVHENGA	45th Respondent
ZILIBELE MTUMANE	46th Respondent
FRANS T LANGA	47th Respondent
F HAYTER	48th Respondent
GODFREY RASEOKGO	49th Respondent
GM RANTSOABE	50th Respondent
CHARLES SIBENKE	51st Respondent
THULANI QWATI	52nd Respondent
MOGOMOTSI JABA	53rd Respondent
THEBIKILE JULIET MHLANGA	54th Respondent
MASEGO MODISE	55th Respondent
BHEKI DAVID SHONGWE	56th Respondent
RAETSANG MOTHELETSI	57th Respondent
KAISER MAKHOALI	58th Respondent

JUDGMENT

EF DIPPENAAR, AJ:

introduction

[1] This application concerns a feud between two factions within a structure of a worldwide religious organisation; the Seventh Day Adventist Church ('the Church').

[2] The Trans Orange Conference ('TOC'), the first respondent, is the structure in question. The TOC is a voluntary organisation regulated by a written constitution. It is part of seven conferences constituting the South African Union Conference of the Church ('SAU'), the second respondent. In turn, the SAU is part of the South African Indian Ocean Division ('SID'), the third respondent of the General Conference ('GC') of the Church, the fourth respondent. Each structure of the Church has its own constitution. Each structure within the Church holds meetings at certain constitutionally pre-determined intervals whereat administrative and other decisions are taken.

[3] The members of the TOC consist of a substantial number of properly organised churches under the jurisdiction of the TOC which have been formally approved for membership by a vote of delegates at any regularly scheduled constituency meeting.[1] The local churches appoint delegates to a session or meeting of the TOC. The TOC operates through an executive committee that gets elected from time to time.

[4] This application has its origin in what transpired at a special business session or meeting of the TOC held on 24 February 2013 ('the February meeting') at which certain resolutions were adopted, *inter alia*, removing the entire existing executive committee and appointing a new one. The applicants were all members of the TOC executive

[1] TOC constitution, article 5

when the February meeting was called. The TOC executive who was removed is referred to as 'the former TOC executive'.

[5] The notice convening this meeting stated that the purpose of the meeting was *'to receive the report of the Diswilmar Farm TOC (West Rand District)'*. The sale of the Diswilmar farm was a contentious issue which formed the spark of the events which occurred at the February meeting. The history of the Diswilmar disputes is not relevant to the present application.

[6] The applicants disputed the validity of the resolutions adopted at the February meeting, and continued to act as executive of the TOC, resulting in two parallel TOC's forming under the management of the respective executive committees, each claiming to be the only legitimate TOC executive. This has resulted in two factions forming in the TOC and a fracturing of the unity of the Church, with various member churches supporting each of the two rival factions. The respondents complain that the applicants formed a break-away group which illegitimately continued to administer the TOC's business in a parallel TOC.

[7] Although the relief sought is aimed mainly at what transpired at the February meeting and a subsequent meeting of the TOC held in October 2013 ('the October meeting'), it is necessary to also consider certain subsequent events and the conduct of the respective parties in order to properly contextualise the matter, as they have all contributed to the present state of affairs.

[8] The applicants seek declaratory relief that the various resolutions removing the former TOC executive, the appointment of a new executive at the February meeting ('the February executive') and a new executive committee at the October meeting ('the October executive') are void, together with ancillary relief. They further seek declaratory relief to declare the former TOC executive as being the only legitimate executive committee of the TOC and an order directing the TOC to convene a regular business

session within four months for the election of a new executive committee in accordance with the provisions of the TOC's constitution.

[9] The respondents characterise the application as a review application. Their main defences are that there have been undue delays in the launching and prosecution of the review proceedings and that the applicants are not permitted to ignore decisions and take the law into their own hands by resorting to self-help. In the alternative, they contend that the common law should be developed by extending the principle of administrative law[2] that a decision stands until it is set aside by a competent court, to decisions taken by governing or representative bodies of voluntary associations in order to prevent a resort to self-help, which violates the rule of law. I return to these issues later in the judgment as it is first necessary to contextualise the events which transpired.

[10] The defences raised by the original opposing respondents and the twenty seventh respondent, after the joinder of the ninth to fifty eighth respondents, differ in various respects. The main defences, central to determination of the application, appear from the affidavits of the twenty seventh respondent. Various technical objections were raised by the original opposing respondents, such as hearsay evidence and improper confirmatory affidavits which have been taken into account, where necessary, but do not in my view require any detailed consideration in this judgment.

[11] There are various disputes of fact on the papers. The factual disputes primarily pertain to the history of the sale of the Diswilmar farm and certain detail of the events which transpired. These factual disputes are however not central to the determination of the application nor do they justify a dismissal thereof, as contended by the respondents.

[2] Oudekraal Estates (Pty) Ltd v City of Cape Town and Others 2004 (6) SA 222 (SCA) (the so-called Oudekraal principle)

As the applicants seek final relief, the matter has been considered on the basis of the respondents' version, together with the admitted facts on the applicants' papers[3].

[12] Despite the various issues on the papers regarding the detail and legitimacy of what occurred, the primary issue on which the parties agree is that it is imperative that unity be restored to the TOC. The applicants contend that in order to do so, the clock must be turned back to the February 2013 meeting in order to restore legitimacy, whereas the respondents contend that these events occurred so far in the past that they have become academic[4] and that any attempt to turn back the clock would result in chaos in the affairs and organisation of the TOC.

[13] These views are so divergent that the impasse cannot be resolved by acceding to either of such views as it would only serve to fortify the fracture of unity which has occurred. In my view, the matter must be approached from the perspective of considering an order which is just and equitable in the circumstances so as to restore unity to the TOC.

The February meeting and validity of the resolutions taken thereat

The common cause facts

[14] It is common cause that the SAU executive convened the February meeting on 2 December 2012 calling for a special constituency meeting of the TOC to be held on 24 February 2013. The meeting was thus not a regular business session. It is undisputed that pursuant to an unsuccessful appeal by the former TOC executive, they distanced themselves from the meeting by way of letter on 21 February 2013 and boycotted the meeting.

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[3] Plascon-Evans Paints Ltd v van Riebeeck Paints (Pty) Ltd 1984 (3) SA 623 (A) at 634E-635C; Stellenbosch Farmers Winery Ltd v Stellenvale Winery (Pty) Ltd 1957 (4) SA 234 (C) at 235E-G; National Director of Public Prosecutions v Zuma 2009 (2) SA 277 (SCA) para [26]

[4] Section 21 (1)(c) of the Superior Courts Act,10 of 2013

[15] It is common cause that the notification of the meeting stated the purpose of the meeting to be to *'receive the report of the Diswilmar Farm TOC (Westrand District)'*.

[16] It is common cause that at the February meeting, four resolutions were adopted which have no direct bearing on the Diswilmar farm issue, being resolutions: (1) removing the entire former TOC executive; (2) constituting an organising committee, comprised of inter alia, regular delegates; (3) constituting a nominating committee for nomination of new members to the executive committee; and (4) electing a new executive committee, who would hold office until the TOC regular business session to be held on 25 to 27 October 2013.

[17] It is undisputed that no notice had been given that these matters would be attended to at the February meeting.

[18] It is undisputed that the provision of an agenda is a peremptory requirement under the TOC constitution[5]. It is further undisputed that the notification for the February meeting was only to receive the report on the Diswilmar Farm.

[19] The agenda of the said meeting contained the following items:

a. *'Chairman's remarks;*

b. *Devotion;*

c. *Mission statement of the Seventh Day Adventist Church;*

d. *Diswilmar farm matters*

    i. *Presentation by Mr Andrew du Preez SEDCOM director; and*

[5] Article II, section 2

ii. Discussion on the matter

e. Special constituency meeting declared closed;

f. Adjournment;

g. Closing prayer'

[20] The only business to be conducted at the meeting was thus reflected in item d of the aforesaid agenda.

[21] It is undisputed that from the minutes of the February meeting it appears that the first applicant elected not to chair the special constituency meeting and members of the former TOC executive were not present thereat.

[22] The minutes of the meeting reflect that voting took place to note the report of a Sedcom director, to approve the transfer of the Diswilmar farm to the purchaser, to mandate the Sedcom director to negotiate an out of court settlement with the purchaser and to require the purchaser to settle the full purchase price.

[23] After an adjournment of the meeting and a consultation with the GC, the SID and SAU executive committee, the minutes reflect that various criticisms were reflected against the former TOC executive, pursuant to which it was voted on that the entire former TOC executive were to be removed for cause. This took place in the absence of the said executive members. The vote was carried 185/9. An organising committee was thereafter constituted which nominated a nominating committee and votes were taken in each instance. Various office bearers were thereafter voted for and appointed, constituting the February executive.

The issues

Duly constituted meeting of the TOC

[24] The starting point to determine the validity of the resolutions taken at the February meeting is that the resolutions must have been passed at a duly constituted meeting of the TOC[6], thus the TOC corporately and constitutionally assembled. If not, they are not resolutions of the TOC.

[25] The applicants contend that as the meeting was a special constituency meeting and was convened by the SAU, the TOC was not corporately or constitutionally assembled and the meeting was not capable of holding elections for the appointment of a new executive committee. It is contended that axiomatically, it was not capable of removing the entire executive for cause.

[26] The respondents contend that the SAU had the power to convene the meeting in accordance with the TOC's bylaws, specifically article II, section 2(4)(b).

[27] In accordance with the express provisions of article II, section 2 of the TOC constitution it expressly provides for the TOC executive to call the meeting

[28] The relevant portion of article II, section 2 of the TOC constitution provides as follows:

"Sec 2. *Special Meeting:*

a. The executive committee of the conference shall call a special constituency meeting, at a time and place it deems proper when:

[6] The Mayor, Constables and Company of Merchants of the Staple of England v the Governor and Company of the Bank of England (1888) 21 QBD 160 at 165; Osman v Jhavary and Others 1939 AD 351 at 360, where the question was left open whether a resolution at a meeting not properly convened would be invalid if all the members were present and consented to the meeting being held; Roberts v Chairman, The Local Road Transportation Board and Others 1980 (2) SA 840C at 504D-E

.....

4)

a). It is voted by the SAU Executive committee, SID Executive Committee, or the GC Executive Committee.

b). The Union committee or the Division Committee may call a special constituency meeting of the Conference. ..."

[29] From a reading of these provisions in context, in terms of section 2 it is the TOC executive that calls the meeting, regardless of whether or not the meeting is one that occurs as a result of a decision of the executive committee, delegates, members or of the SAU.

[30] A regular meeting of the TOC is defined as its regular triennial constituency meeting. In terms of article 5(1): '*The executive committee of the conference shall be elected at its regularly scheduled constituency meeting*'.

[31] The election of the TOC executive committee is regulated by article II, section 1, article II, section 8 and article V, section 1 of the TOC constitution. In each instance, reference is made to a regular triennial constituency meeting and no reference is made to a special constituency meeting, as was the February meeting.

[32] Article II, section 1, dealing with regular meetings provides:

'*The conference shall hold a regular triennial constituency meeting at such time and place as the executive committee of the conference shall designate. The constituency meeting shall review performance of the conference for the preceding*

term, facilitate planning for the next triennial term, elect officers, constitute committees, and transact such other business as it may deem appropriate. Notice of the time, place and agenda of the constituency meeting of delegates representing the members shall be given at least four (4) weeks before the date of the constituency meeting by:

(a) a notice printed in the official publication of the SAU or the conference; or

(b) a method approved by the conference executive committee"

[33] Article II, section 8 provides:

'All officers and members of the executive committee who are not ex officio members shall be elected by the delegates at the regular meeting of the conference constituency and shall hold their office until the next regular meeting of the conference constituency, unless they resign or are removed from office, for cause, by the executive committee or a special constituency meeting. The election/appointment of departmental directors, associate departmental directors, associate secretaries, or associate treasurers, if not determined by the delegates at the conference constituency meeting, shall be referred to the executive committee'.

[34] In terms of article V section 1: '*The Executive committee of the conference shall be elected at its regularly scheduled constituency meeting'.*

[35] Article V, section 4 provides for a delegated authority to the executive committee of certain powers, including the authority to elect or remove for cause officers, committee members, boards and directors of departments/services on behalf of constituents between regular constituency meetings.

[36] The respondents contend that all meetings enjoy the power express or implied to deal with a situation removing the executive. They rely on article II, section 8 for the entitlement to remove the TOC executive for cause. It is argued that because the meeting had the power to remove the executive, for cause, it implicitly enjoyed the right to elect and appoint a new executive as, failing that, the TOC would be left leaderless.

[37] This argument fails to recognise the express provisions of the constitution dealing with the election of an executive committee at regular business sessions and is not underpinned by any facts in substantiation of the contention.

[38] In order to infer an implied term into the TOC constitution, as respondents seek to do, the applicable test is that for inferring an implied term into a contract.[7] No evidence was presented that the parties necessarily intended that the suggested stipulation should exist.

[39] In my view, the respondents' contention for the importation of an implied term, must fail.

[40] It is contended by the respondents that the resolution for the vote of no confidence and removal of the former TOC executive stemmed from their handling of the sale of the Diswilmar farm issue. Such resolution was proposed after consultation with the Church's GC counsel and consideration of Article II, section 8 of the TOC by-laws, the rules of order of the day and the SAU working policy 15.15. A conclusion was reached that the proposed motion was 'related' to the item that was on the agenda and was justified by virtue of the disruptive conduct of the former TOC executive members displayed at and preceding the meeting.

[41] It is further contended that the rules of order of the day allowed the chair to entertain the motion to remove the executive. These rules however describe themselves

[7] Natal Union of Textile Workers v Ndlovu and Others 1987 (30 SA 149 (D&CLD) 131I-J; 153I-154A

as procedural rules and empower the chair to rule on matters not specifically covered by the general conference rules of order, provided they are procedural issues. It is further not alleged by the respondents that these rules were adopted by the meeting and it remains unclear whether these rules apply to meetings of the TOC. Moreover, considering the nature of the resolutions taken and the fact that no notice was given of such proposed resolutions, it is untenable to contend that it relates to procedural matters only, as the issues raised pertain to matters of substance.

[42] The evidence presented by the respondents and the minutes of the February meeting reflect that the TOC constitution was in any event not complied with in relation to the election of the organising committee and the new executive committee members inasmuch as the voting was not held by secret ballot, as is required, but by ordinary vote.

[43] Upon a proper interpretation of the TOC constitution and its bylaws, it does not make express provision for the removal of the entire executive committee as was done. It further delineates a peremptory obligation to elect members of the executive at regular business sessions and not at special sessions and affords a delegated authority to the executive committee itself to elect members in between regular business sessions.

[44] In my view, the TOC was not corporately or constitutionally assembled and the meeting was not capable of holding elections for the appointment of a new executive or the removal of the entire former TOC executive for cause.

Notification

[45] Even if I am wrong on this issue, it must still be considered whether the meeting was convened with proper notice of the matters to be attended thereat.

[46] If the meeting was convened without proper notice in terms of the pre-emptory provisions of the TOC constitution[8] or at variance therewith[9] or by an incorrect authority, the resolutions taken thereat are null and void ab initio and unauthorised [10].

[47] Article II, section 2 of the TOC constitution deals with the notice required in respect of a special meeting as follows:

> '(c) *The agenda for special constituency meetings shall be included in the notice of the meeting which shall be given at least 4 (four) weeks before the constituency meeting; (d)the time and place of special constituency meetings shall be given in the same manner as for regularly scheduled constituency meetings'.*

[48] The notice convening the February meeting as well as the agenda dictated that the business to be conducted was the receipt of the Diswilmar report and a discussion thereon. It is common cause that the notice did not refer to any removal of the former TOC executive or the election of a new executive committee.

[49] The special meeting was thus convened for the purpose of dealing with a particular specified business. As such, the meeting did not have the power to deal with entirely distinct and different business and any resolution beyond the notification is invalid.[11]

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[8] Dynamos Football Club Pvt Ltd and Another v Zimbabwe Football Association and Others [2006] JOL 18132 (ZS) p19-20

[9] Bantu Callies Football Club (also known as Pretoria Callies Football club) v Mmotihamme and Others 1978 (4) SA 486 (T) 490E

[10] Mphahlele v Moloto 2013 JDR 1436 (GSJ) p34, para [88]; Bantu Cllies supra 490E; Dynamos supra p20

[11] Bethel N.G.K Vrededorp Congregation v Dempers 1911 WLD 82 at 84; Normandy v Indcoope and Co [1908] 1 Ch 84 at 86; 102; Young v Ladies Imperial Club Ltd [1920] 2 K.B. 523 at 530-531; 533; Neale v Mayor, East London 1935 EDL 225; Visser v Minister of Labour and Another 1954 (3) SA 975 (W); Williamson and Another v Durban City Council 1977 (3) SA 342 (D&CLD) at 347H-348H; Devereaux Holdings (Pty) Ltd v Pelsart Resources (Pty) Ltd (No. 2) (1985) 9 ACLR 956 SC (NSW) at 958; Residues Treatment and Trading Co Ltd v Southern Resources Ltd (1988) 14 ACLR 375 SC (SA) at 377

[50] I have set out the respondents' contentions regarding how the issue of removal arose in [40] above. The contention that the other issues pertaining to the removal of the executive and the appointment of a new executive were 'related' to the agenda item dealing with the Diswilmar Farm, is predicated upon the contextual history giving rise to the report on the Diswilmar farm and the conduct of the former TOC executive preceding and at the meeting.

[51] In considering whether the resolutions put to the meeting pertaining to the removal of the former TOC executive and the appointment of a new executive is sufficiently related to the notification of the meeting[12], the purpose of the notice must be borne in mind.

[52] This purpose is to give members a fair warning of the matters which will arise at the meeting,[13] sufficient to enable them to have an understanding, form a judgment upon the business and be sufficiently furnished with the information required for a proper consideration thereof[14].

[53] No evidence was put up by the respondents that the members of the TOC were aware of any wrongful conduct on the part of the former TOC executive or that there was any prospect that their removal would be considered. On the respondents' version, the Diswilmar farm report was only made available at the meeting to the members' delegates. It must be borne in mind that the members of the TOC are the local churches and not the delegates sent to represent those churches at meetings of the TOC.

[54] Although the notice is not to be construed with excessive strictness, in measuring the notification given of the February meeting, the notice did not in my view give members fair notice of all the matters which arose at the meeting. Insufficient

[12] Williamson and Another v Durban City Council, fn12 supra, at 348H
[13] Visser v Minister of Labour and Another, fn 12 supra, at 984B-C and the cases there referred to
[14] Devereaux Holdings (Pty) Ltd v Pelart Resources (Pty) Ltd (No.2) fn 12 supra, at 958-959

information was provided to the members to enable them to properly understand, consider and form a judgment upon the business of the meeting[15].

[55] The importance to the TOC and its members of the removal of the entire former executive and the appointment of an entirely new executive committee is in my view substantial. These are matters which the member churches should have had an opportunity to consider and form a judgment on.

[56] The notice and agenda in their respective terms provided no indication that as part of the discussion of the Diswilmar farm issue, a removal of the former TOC executive would be contemplated. The local churches who received such notice would not have been alerted to the possibility that the removal of the former TOC executive or the appointment of a new executive would be issues at the meeting and were not afforded any opportunity to consider these issues or to provide their delegates attending the meeting with any mandates or instructions on the issue.

[57] The respondents' contention that the resolutions relating to the removal of the former TOC executive and the appointment of a new executive were 'related' to the agenda item, is at best, tenuous and at worst, fanciful in the circumstances and must be rejected.

[58] The members of the former TOC executive were similarly not given any prior notice that their removal would be sought at the meeting. No evidence was presented that they were given any opportunity to prepare themselves on the removal issue. It further does not appear from the minutes of the February meeting that the relevant provisions of the TOC constitution had been followed in the constitution of the organizing committee or the nominating committee, which preceded the appointment of the February executive.

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[15] Williamson v Durban City Council supra 348H; Visser supra, 984B-C and Devereaux supra 958, 959

[59] From the evidence tendered by the respondents and the minutes of the meeting, it appears that the events which resulted in the removal of the former executive were spontaneously raised and gained momentum after the issues pertaining to the Diswilmar report farm had been finalised and a vote was taken on various matters relating thereto, rather than on any pre-considered additions to the agenda.

[60] In my view the procedure adopted at the meeting did not follow the peremptory procedures laid down by the TOC constitution and fall foul of the notice and other requirements prescribed therein.

[61] In the circumstances, I am of the view that the resolutions taken at the February meeting pertaining to the removal of the former TOC executive, the constitution of an organising and nomination committee and the appointment of a new executive committee are invalid and fall to be set aside. I return later to whether such an order should be granted.

[62] I shall also later deal with the applicants' contention that they were entitled to ignore the resolutions taken at the February meeting[16] as they were void and invalid.

Locus standi

[63] It is apposite to now deal with the respondents' attack on the locus standi of the applicants. Although the TOC is a voluntary association, exercising private law powers, when it adopted the resolution removing the former TOC executive, it prejudicially affected the applicants' rights and entitlements, and could only do so, once the applicants had been afforded an opportunity to be heard [17]. The members of the said executive clearly have an interest in the events which occurred thereat and were not

[16] Ntsiri Shadrack Pooe and Another v Narius Molote and Others Case no 43982/13 (SGHC) unreported judgment dated 5 December 2013, par 28-31
[17] Nkwanyana v SA Bantu Football Association 1972 (4) SA 309 (D) 313E-G; Lunt v University of Cape Town and Another 1989 92) SA 438 (C) 448H; 1990 (3) SA 536 (SWA) 538F-H

afforded any proper notice or opportunity to deal with the issue prior to the meeting or to speak to such resolution at the meeting.

[64] In this context, in my view it matters not whether the ordination of the first, fifth, eleventh, fourteenth and fifteenth applicants was later revoked. This occurred whilst this application was pending. At least to the extent that the resolutions taken at the February meeting are concerned, they have the relevant locus standi to seek relief.

[65] Moreover, as pointed out by the applicants, only the position of the first applicant is affected by ordination, and this issue does not impact on the locus stand of any of the other applicants. It is undisputed that the said applicants[18] did not participate in any of the disciplinary proceedings against them but sought to appeal the result of those proceedings. The respondent's defence that the applicants lack locus standi, must fail.

Non-joinder

[66] The respondents further raised the non-joinder of the seller and purchaser involved in the Diswilmar farm issue, being Prestige Park and Sedcom.

[67] I am not satisfied that either of these parties has a direct and substantial interest in the present proceedings and there is no merit in this contention[19], specifically in light of the applicants' express disavowal of any intention to take any action to prevent the transfer of the property.

[68] This ground of opposition must accordingly fail.

[18] Other than the fifth applicant
[19] Amalgamated Engineering Union v Minister of Labour 1949 (3) SA 637 A

Events leading up to the October 2013 meeting

[69] Pursuant to their election at the February meeting, the February executive actively managed the business of the TOC.

[70] In parallel, since the February meeting the former TOC executive, including the applicants or at least certain of them, led by the first applicant, continued managing the TOC's business as if they were still the legitimate TOC executive.

[71] It is undisputed that during May 2013, hundreds of delegates representing member churches in some thirteen districts met pursuant to complaints that they were not aware of the events which transpired including the possibility that the former TOC executive would be removed at the February meeting. The member churches resolved to disregard the outcome of the February meeting on the basis that it was unconstitutional and illegitimate.

[72] On 13 August 2013, the February executive notified members of the convening of a regular triennial constituency meeting of the TOC 'on the strength and mandate of the TOC executive committee action 240-2012' to be held on 24 to 27 October 2013.

[73] The respondents dispute that the February executive convened the meeting and relies on the TOC executive committee action 240-2012, which it is contended predates the impugned February meeting by a year. The document relied on is however not the resolution contended for but is the same document, dated 13 August 2013, which evidences the convening of the October meeting by the February executive. The twenty seventh respondent, who put up this evidence, was not part of the February executive and his evidence was challenged as hearsay.

[74] The February executive adopted the position that constituent churches that failed to recognise them as legitimate were no longer members in regular standing and would

accordingly not be recognised at the October meeting, at which voting for a new executive would take place.

[75] It is undisputed that the February executive communicated to the constituent churches by way of letter dated 13 September 2013 in which organised churches were reminded to register their delegates and attention was drawn to the fact that according to the TOC constitution those elected to be delegates should be members who are in regular standing. The offending churches were informed of the position adopted by the February executive in the following terms:

> *'... In light of the above, we regret to inform those churches that have placed themselves outside of the teachings and policies of the Church, and outside of the actions of the World Church in session, that through their regrettable resolutions to withhold tithes and offerings, they have violated the teachings and policies of the Church. Accordingly, we would like to inform those churches, that their actions have left the Executive Committee, which sat on the 1st of September 2013, with no option, but to regard them as not being in regular standing with the Conference, and their conduct will be dealt with as provided for in the policies of the Church. Consequently, delegates from those churches will not be participating in the coming regular session as they are deemed not to be in regular standing as required by Article 3 Section 2 of the TOC Constitution."*

[76] The respondents' contention that the letter was simply standard practice for reminding delegates that they were required to be members in good standing, is unconvincing and inconsistent with the recordal in the letter of the February's executive resolution deeming the offending churches not to be in regular standing.

[77] In terms of article III, section 2 of the TOC constitution, delegates appointed to represent members of the conference at any constituency meeting are required to be members in regular standing.

[78] It is undisputed that expulsion and/or disciplining of churches is regulated by chapter 5 of the church manual[20]. Only two grounds apply, being because of a loss of membership threatening the existence of the church; or in consequence of discipline applied to the church in question. In the latter instance, the TOC is required to undertake a series of reconciliatory and remedial actions before a church can be disciplined or expelled and various avenues are available to such church to state its case and seek to rescind any recommendation for expulsion. The manual sets out a series of steps which must be taken. Ultimately, a decision must be taken at a regular or special TOC constituency meeting whether to endorse a recommendation that a church be expelled.

[79] The respondents did not contend that the aforesaid procedure was followed, nor was it particularised what steps were in fact taken by the February executive in compliance with the prescripts of the church manual. It was further not disputed that the member churches who supported the applicants' faction were excluded from voting at the October meeting.

[80] On 23 October 2013 and shortly before the regular business meeting was to be held, the applicants launched an urgent application, *inter alia* to prevent the October meeting from being held, pending an application setting aside the decisions taken at the February meeting and an order declaring the former TOC executive as the only legitimate executive. The application was withdrawn shortly before the hearing thereof.

[81] The respondents argued that by doing so, the applicants acquiesced in the resolutions taken at the February meeting and have waived the right to seek relief in relation thereto. The subsequent conduct of the applicants has however persistently indicated the contrary[21]. Although the applicants withdrew the urgent application seeking to interdict the October meeting, this is not in my view illustrative of any acquiescence in the said resolutions. This view is fortified by the applicants' explanation

[20] Part of the binding policies of the general conference under article III of the TOC constitution
[21] Dynamos fn9 supra, p19

that they received legal advice that the papers were defective and the application doomed to failure.

[82] The defence that the applicants waived their rights to challenge the resolutions fail to meet the relevant requirements and must fail.

The October meeting and appointment of October executive

[83] Pursuant to the appointment of the February executive, organising and nomination committees were constituted by the February executive to arrange the triennial TOC regular meeting during October 2013 at which a new TOC executive was to be appointed.

[84] The applicants contend on the same legal grounds that since the October meeting was convened by the February executive, the October meeting was thus not validly convened. As such, it is contended that the election of the October 2013 executive must be visited with invalidity and declared null and void. Considering that the resolutions in terms of which the February executive was appointed were void, the February executive could not validly convene the October meeting.

[85] Other than disputing that the October meeting was convened by the February executive, which I have rejected for the reasons already provided, no other grounds of opposition were advanced by the respondents.

[86] Having found that the resolutions taken at the February meeting were void, consideration must be given to whether the fact that the October meeting was irregularly convened by the tainted February executive, vitiates the resolutions taken thereat as it did not occur at a properly convened regular business session of the TOC by a duly appointed TOC executive [22]. In my view it does. The meeting was not convened by a

[22] Roberts v Chairman, The Local Road Transportation Board and Others fn6 supra, 504D-E

duly appointed TOC executive in accordance with the prescripts of the TOC constitution.

[87] Another factor which must be considered is the conduct of the February executive in relation to certain member churches as set out in [74] to [79] above.

[88] It is undisputed that the churches who were found to not be in regular standing because they supported the faction led by the applicants, were excluded from participating or voting at the October meeting.

[89] As the 1 September 2013 resolution by the February 2013 executive was thus implemented without the proper prescribed TOC prescripts and procedures being followed, the exclusion of member churches from the October meeting was irregular. The October meeting was not a duly constituted meeting of the TOC, constitutionally assembled.

[90] The issue left open in Osman v Jhavary and Others[23], being whether a resolution at a meeting not properly convened would be invalid if all the members were present and consented to the meeting being held, does not arise in the present instance as it cannot be said that all the members were present in the absence of the excluded churches and it is not necessary to further consider this issue.

[91] In the circumstances, the resolution appointing the October 2013 executive at the October meeting, convened by the February executive, is, at common law, invalid.

[92] I return later to the issue whether the declaratory relief sought, should be granted.

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[23] Fn 6 supra

Relevant subsequent events

[93] During December 2013, a disciplinary enquiry was held pursuant to which the first, fifth, eleventh, fourteenth and fifteenth applicants were found guilty on various charges. The October executive resolved to sanction and dismiss those applicants, although the said applicants (other than the fifth applicant) did not participate in the proceedings as they did not recognise the jurisdiction of the October executive. Pursuant to an unsuccessful appeal, the SAU consequently resolved to void their ordination during June 2014.

[94] The present application was launched on or about 21 February 2014. It is not necessary to set out the long and troubled history of the application in any detail. The present litigation is but one of a plethora of litigation which has ensued pursuant to the February meeting and the positions adopted by the respective parties.

[95] The first applicant's membership of his local church was terminated on 11 May 2014 by vote of the Batho Seventh Day Adventist Church business meeting.

[96] On 19 May 2016, the October executive informed all the local churches which sided with the applicants of a resolution taken on 7 and 8 May 2016 to implement a policy of returning all dissenting churches to 'company status', failing notification that they were cutting ties with the 'breakaway group' by 27 May 2013. The letter recorded 'an open invitation to return home' to such churches made on 6 April 2016.

[97] On 31 May 2016, the October executive informed 35 local churches in 10 districts of their status reduction in the following terms:

> *"You are no longer in a position to function as a fully-fledged church, and are no longer enjoying privileges accorded to organized churches....All actions on your part that have resemblance of a fully-fledged church will be null and void and of no force*

and effect.....It must be borne in mind that the actions of the TOC exco follows repeated invitations (which were spurned) to your church and members to return to the fellowship of the church'.

[98] The October executive thereafter arranged a triennial meeting of the TOC to be held on 20 to 23 October 2016, at which meeting a new executive committee was appointed. The churches whose status was reduced, were excluded.

[99] In its handling of the situation, the October executive appears to have taken a high-handed approach in their communications with the churches supporting the applicants. Rather than to meaningfully engage to resolve the problems, the tenor of the correspondence sets ultimatums to return to the fold, failing which negative consequences would follow.

[100] As in the case of the February executive's conduct in interacting with offending churches prior to the October meeting, there is no evidence that the church manual or other prescripts were followed in disciplining the offending churches.

[101] On the other hand, the Applicants and their supporters simply considered the February executive and the October executive as illegitimate and disregarded any requests to return to the fold. They proceeded to take numerous steps to conduct the business of the TOC in an entirely separate and parallel structure, which forms the subject matter of various of the other pending litigation.

[102] These facts in my view have an important bearing on considering an appropriate remedy in the circumstances.

[103] I now turn to the main defences raised by the respondents, who consider the present application as review proceedings. The applicants contend that the proceedings

which seek declaratory relief are based on causes of action founded in contract and constitutional issues, rather than review proceedings.

Undue delay in instituting and prosecuting application

[104] The respondents contend that the decisions in issue constitute administrative action[24] for the purposes of Promotion of Administrative Justice Act ('PAJA)[25]. The applicants dispute that the present proceedings constitute review proceedings and thus that the delay principle is applicable, as their claim has been formulated on contractual and constitutional grounds[26]. They further dispute that PAJA is applicable.

[105] It is however common cause that this issue does not require determination and that for present purposes it does not matter whether the application can properly be characterised as a review application, the relief sought being compatible with a common law review of the exercise of private power.

[106] It is undisputed that this court has jurisdiction to entertain this application[27].

[107] A court, exercising any review jurisdiction, retains the discretion to withhold relief if there has been an undue and unreasonable delay.[28] First it must be considered on a

[24] Asla Construction (Pty) Ltd v Buffalo City Metropolitan Municipality [2017] ZASCA 23 (24 March 2017) at para [12].
[25] Act 3 of 2000
[26] Unreported full bench decision of the KZN High Court, Pietermaritzburg, in Lawrence Dube and Others v Sihle Zikalal and Others Case number 7904/2016P ('Dube'), paras [117]- [121]
[27] Jockey Club of South Africa and Others v Friedman 1942 AS 340; Taylor v Kurtstag NO and Others 2005 (1) SA 362 W, paras [42]-43] and authorities cited therein; Transman (Pty) Ltd v Dick and Another 2009 (4) SA 22 (SCA) paras [26]-[27]; Klein v Daimfern College 2006 (3) SA 3T para [34], overturned in Transman supra, only insofar as the Klein decision permitted a judicial review of employment dismissals
[28] Waenhuiskrans Arniston Ratepayers Association and Another v Verreweide Eiendomsontwikkeling 2011 (3) SA 434 (WCC) para [70]

factual basis whether there was an undue delay. If so, it must be established whether any unreasonable delay should be condoned.[29]

[108] In order to decide whether there was any undue delay, it must first be considered whether the proceedings were brought within a reasonable time[30].

[109] The February meeting occurred on 24 February 2013. This application was launched on 21 February 2014, pursuant to an abortive urgent application launched on 23 October 2013 wherein interim interdictory relief was sought pending the determination of review proceedings. It is not clear what information was available to the applicants at the time the papers in the urgent application were drafted.

[110] The explanation tendered by the applicants was that since the February meeting, various attempts were made to engage the various church structures to resolve the issues internally as dictated by the church manual and the tenets of the Church. Although there are factual disputes regarding exactly what occurred in certain instances, it is not disputed that there were attempts at engagement and resolution over a protracted period of time.

[111] The applicants further explained that it took time to collate all the relevant information required after new counsel were employed when the October 2013 urgent application was withdrawn. The finalisation of the papers was delayed by the intervening festive period when counsel were not available. The present application was launched some four months after the withdrawal of the urgent application, which included the festive holiday period. Although the explanation is somewhat tersely stated, in my view it cannot be said that the delay in instituting the proceedings was unreasonable in the circumstances.

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[29] Wolgroeiers Afslaers (Edms) Bpk v Munisipaliteit van Kaapstad 1978 (1) SA 13A, 41-42; Oudekraal Estates Ltd v City of Cape town and others 2010 91) SA 333 (SCA) paras [51] and [58]
[30] Wolgroeiers, fn29 supra

[112] The technical approach adopted by the respondents in relation to this application and the intervening interlocutory applications caused substantial delays in the finalisation thereof and explains the protracted duration of the litigation. No explanation was however tendered by the applicants for the delay in prosecuting the application for a period of some two years after the replying affidavit was ultimately delivered on 21 August 2015 until about 29 June 2017, when steps were taken by the applicants to enroll the matter for hearing. Seen in isolation, such delay appears extensive and unreasonable.

[113] The lack of any explanation for the delay must however be measured against the extensive period which has passed since the institution of the proceedings, the various subsequent events which transpired in the interim and the conduct of both the applicants and respondents in the intervening period.

[114] Considering all these factors, I am of the view that condonation should be granted for the delay in all the circumstances of the matter, insofar as same is required and on the assumption that the relief claimed is properly a review at common law. A refusal of condonation resulting in a bar to the relief sought would only result in further conflict between the factions rather than to put an end to the fracture which presently exists and would not ensure justice between the parties.

[115] The respondents' contention that the application falls to be dismissed on this basis, must thus fail.

Appropriate relief

[116] The respondents, relying on section 21(1)(c) of the Superior Courts Act, 2013[31] contend that due to the considerable passage of time since the institution of the

[31] JT Publishing (Pty) Ltd and Another v Minister of Safety and Security and Others 1997 (3) SA 514 (CC) at para [15]

proceedings and the subsequent events which occurred as set out in this judgment, the relief sought by the applicants has been rendered moot and has become academic.

[117] Thus, it is argued that even if the applicants establish an entitlement to the relief sought, this court should exercise its discretion against the granting of relief.

[118] The respondents emphasised the discretionary nature of a declaratory order and the judicial policy directing courts not to exercise the discretion in favour of deciding points that are merely abstract, academic or hypothetical and produces no concrete or tangible result. It is argued that it would have disastrous consequences for the TOC if the declaratory relief sought is granted which is aimed at the past rather than at future events. The respondents further contend that too much has happened in the interim which cannot reasonably be unraveled.

[119] To illustrate that the relief sought has become academic, the respondents rely on the fact that a new TOC executive was appointed during October 2016 at a further regular triennial meeting of the TOC, which is now in charge of its affairs. It is further contended that the members of this executive committee are not parties to this application and should have been joined to the application.

[120] In response, the applicants pointed out that the entire TOC is the first respondent in this application and that as such, every member of the TOC is before court, including the current TOC executive committee. I agree with the applicants that it is not necessary to formally join the members of the present TOC executive committee in the circumstances as the individual members assert their rights by virtue of their membership of the TOC[32].

[121] I do not agree with the contention that the application has become moot. The declaratory relief sought should not be seen in isolation, nor can it be construed as

[32] Burger v Rand Water Board and Another 2007 (1) SA 30 (SCA)

being academic and relating purely to past events, as it clearly has an impact not only on the consequences of the intervening events which occurred, but also the future of the TOC and its proper administration. The relief sought must be considered in context of what relief would be appropriate, just and equitable in the circumstances. In doing so, the discretion afforded to a court in the context of the declaratory relief sought, must be judicially exercised.

[122] The respondents contend that the applicants resorted to self-help in acting on the basis of their belief that the resolutions taken at the February meeting were invalid, which should not be countenanced as self-help falls foul of the prescripts of the rule of law.

[123] They contend for a tacit term, based on a proper interpretation of the TOC constitution and rules, that decisions taken stand until set aside by a court of law. It is contended in the alternative that, if there is no such tacit term to be imported, the common law adequately caters for such determination alternatively should be developed.

[124] In my view, the respondents have not made out a proper case for the importation of the tacit term contended for, applying the appropriate test[33]. The respondents in very broad terms rely on (1) the structure of the Church as a whole, (2) the functions performed by the various organs in terms of the constitution, (3) the importance of its decision making in relation to its financial obligations and the impact thereof on members and (4) the need to be faithful to the tenets of the Church. Ultimately, these matters all appear to be based on consensus and negotiation and adherence to the basic tenets of the Church.

[33] Alfred Mc Alpine & Son (Pty) Ltd v Transvaal Provincial Administration 1974 (3) SA 506A at 531H-532A; Airports Company South Africa Ltd v Airport Bookshops (Pty) Ltd t/a Exclusive Books 2016 (1) SA 473 (GJ) paras [27]-[33]

[125] The respondents have made out no proper case that the proposed tacit term is necessary in applying the so-called officious bystander test or that the proposed term is, as stated in Alfred Mc Alpine[34]:

> *'an unexpressed provision of the contract which derives from the common intention of the parties, as inferred by the Court from the express terms of the contract and the surrounding circumstances.'*

[126] The respondents' challenge for the development of the common law in accordance with the Oudekraal principle is predicated upon various policy considerations, aimed at criticising the applicants for the chaos that has ensued.

[127] A development of the common law by extending the Oudekraal principle would have a substantial impact on decisions taken by governing or representative bodies of voluntary associations and careful consideration is required whether it is appropriate or necessary to do so in the present circumstances.

[128] The policy considerations advanced by the respondents in support of the development of the common law in my view apply equally to both the present factions in the TOC, which in broad terms can be characterised as 'the applicant faction' and 'the respondent faction'.

[129] It is not in dispute that a voluntary association should at no time be headed by two competing executives, each claiming to be the only legitimate executive. It is further undisputed that Church members and third parties may be confused or prejudiced by the current state of affairs and that the Church's reputation may be damaged.

[130] Inasmuch as members of the TOC cannot take the law into their own hands by ignoring decisions with which they disagree, members of the TOC cannot take the law in their own hands by making decisions at meetings which fall foul of the prescriptive

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[34] Fn 33 supra

requirements of the TOC constitution and other rules. The failures on the part of the February executive and the October executive to comply with the TOC constitution and the failings in the convening and notification of the February meeting and the resolutions taken thereat, cannot simply be condoned or ignored.

[131] Considering the irregularities which occurred, the blame for the current state of affairs cannot be laid squarely at the door of the applicants and their supporters. The respondents can equally be criticised for the way in which they dealt with the impasse and how the TOC constitution and other regulations were disregarded and their conduct could be characterised as 'self-help'. It appears clear that the issues evoked a strong emotional response from the respective parties, and that emotion rather than reason and the fundamental tenets of the church may have influenced the decisions and conduct which followed.

[132] Insofar as the resolutions taken at the February meeting and what followed were flawed, it is equally arguable that the February executive, and later the October executive, took the law onto their own hands in implementing the resolutions and the disciplinary measures taken against individuals and local churches which supported the applicants. It appears clear that the TOC constitutional and other prescripts as well as the principles of natural justice were not properly complied with in various respects.

[133] Considering the facts of this matter and the conduct of the parties, the matter cannot and should not in my view be determined on the basis of self-help. From the undisputed facts it appears that both the applicant faction and the respondent faction effectively did so, albeit under the belief that their actions were justified.

[134] It is thus in my view not appropriate to consider the development of the common law considering the facts of this matter as it is not necessary to resort thereto in order to grant an appropriate remedy.

[135] Section 172(1)(b) of the Constitution[35] confers a generous jurisdiction on a court in proceedings for judicial review to make orders that are just and equitable.

[136] It is not disputed that the present application raises constitutional issues and the parties have not contended otherwise. The parties have approached the matter on the basis that it does not matter whether the application can properly be characterised as a review application, the relief sought being compatible with a common law review of the exercise of private power.

[137] In Electoral Commission v Mhlope and Others[36], the constitutional court explained the breadth of the phrase 'just and equitable' thus:

> *'Section 172(1)(b) clothes our courts with remedial powers so extensive that they ought to be able to craft an appropriate or just remedy even for exceptional, complex or apparently irresoluble situations. And the operative words in this section are" an order that is just and equitable". This means that whatever considerations of justice and equity point to as the appropriate solution for a particular problem, may justifiably be used to remedy that problem. If justice and equity would be best served or advanced by that remedy, then it ought to prevail as a constitutionally sanctioned order contemplated in section 172(1)(b)'.*

[138] In a separate judgment, Madlanga J explained the position as follows:

> *'The statement of the law in Ermelo to the effect that there does not have to be a declaration of constitutional invalidity for a court to be able to exercise the section 172(1)(b) power spells out how expansive the remedy may be. Kriegler J held in Fose that what constitutes an appropriate order is determined by the facts. The outer limits of a remedy are bounded only in considerations of justice and equity. That indeed is very wide. It may come in different shapes and forms dictated by*

[35] Act 108 of 1996
[36] 2016 (5) SA 1 (CC) para 132

the many and varied manifestations in respect of which the remedy may be called for. The odd instance may require a singularly creative remedy. In that case, the court should be wary not to self-censor. Instead, it should do justice and afford an equitable remedy to those before it as it is impowered to do'[37]

[139] As set out elsewhere in this judgment, at common law, non-compliance with the peremptory provisions of an agreement or constitution results in the setting aside of the conduct which flowed therefrom.[38]

[140] The Applicant seeks declaratory orders which will have this consequence. The granting of a declaratory order to such effect, is however discretionary. As correctly pointed out by the respondents, the orders sought and their inevitable consequences would result in chaos in the regulation of the affairs of the TOC.

[141] The setting aside of a principal act does not however inevitably result in the invalidation of all the subsequent acts. As quoted by Koen J in Dube[39], it was held by the constitutional court in Democratic Alliance v President of the Republic of South Africa and Others[40] by Yacoob ADCJ :

'However, in these circumstances, we should make an order that the invalidity of Mr Simelane's appointment will not by itself affect the validity of any of the decisions taken by him whilst in office as national director. This will mean that all decisions made by him remain challengeable on any ground other than the circumstances that his appointment was invalid..."

[142] In the present circumstances, it would not serve the interests of justice or resolve the disputes between the parties to merely grant the declaratory orders sought and

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[37] Mhlophe, fn 22 supra, para [83]
[38] See Matlholwa v Mahume and Others [2009] 3 All SA 238 (SCA); ([2009] ZASCA 29) para [11]; Dube supra, para [143]
[39] Fn 27 supra, para [155]
[40] 2013 (1) SA 248 (CC) para [93]

render void all the actions taken by the February executive and the October executive consequent thereto. To the contrary, this would only deepen the divide between the two factions.

[143] After considering various options, I am of the view that the appropriate approach would be to broadly follow the approach adopted in Dube[41] that the court should be disinclined to determine how the TOC should regulate its internal procedures. Certain decisions regarding the validity of actions taken by the parallel TOC executives are best left to the TOC itself in regulating its internal processes. This will avoid prejudice to church members, employees, service providers and third parties, matters best judged by the TOC itself. There are however certain decisions and actions which, if left unchecked, would inevitably result in further conflict and fractures within the TOC.

[144] In my view, the primary policy consideration applicable in the present instance is that appropriate steps must be taken to reunify the TOC and the divided factions within it. A remedy must be crafted which sets aside the divisive actions of the past and creates a mechanism where unity can be achieved by making a fresh start in the management of the TOC in order to be fair and just within the context of the present disputes[42].

[145] This can only be achieved if the local churches whose status was reduced and who were excluded from voting at the election of an executive committee at both the meetings of October 2013 and October 2016, were allowed to participate in the election of a new executive committee. In similar vein, new churches which became members of either of the parallel TOC structures in the intervening period since the February meeting must not be prejudiced.

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[41] Supra, para [159]
[42] Head of Department, Mpumalanga Department of Education and Another v Hoerskool Ermelo and another 2010 (2) SA 418 (CC), Dube supra para [146]-149] and the authorities cited therein

[146] The termination of employment and voiding of the ordination of certain of the applicants during the tenure of the October 2013 executive have contributed to the present strife. These actions should in my view be reviewed and set aside. If independent grounds exist for the termination of the employment of the applicants who were dismissed and the voiding of their ordination, such issues should be considered and decided on by a new TOC executive.

[147] Although the members of the October 2016 executive committee were not formally joined in these proceedings, as part of the TOC, they are before court. They were elected at a meeting which was preceded by questionable conduct on the part of the October executive who excluded member churches from participation in their election. In order to achieve unity in the TOC, a small sacrifice is required on the part of those individuals elected to the executive committee at the October 2016 meeting. Any prejudice suffered by such individuals would be adequately compensated if they be afforded the opportunity to be nominated for election at a meeting specifically convened for purposes of electing a new executive committee for the TOC.

[148] It would not be in the interests of justice to set aside all the steps taken by either the February executive or the October 2013 executive as sought by the Applicants. The same applies to the actions taken by the October 2016 executive. This would indeed result in chaos in the affairs of the TOC.

[149] In order to achieve unity in the TOC, steps must be taken to reconcile the parallel TOC structures which have developed in the intervening period since the February meeting and the various actions which have been taken by each of the parallel structures. This important task must be undertaken by a new, reconciled executive comprising of duly elected members of both the warring factions within the TOC and in accordance with the dictates and prescripts of the TOC constitution and the Church.

[150] In my view it would be just and equitable to ensure that whoever is elected as a new TOC executive committee must properly and proportionately represent the two

factions, so that an equal and democratic representation of each of the factions is achieved.

[151] Considering the wide ambit of the remedial powers afforded a court under section 172(1)(b) of the Constitution, and the specific intricate circumstances of this matter, an order which extends beyond the ambit of the relief sought by the applicants is required to achieve relief which is just and equitable in the circumstances.

[152] The granting of the declaratory relief sought by the applicants will not in my view adequately address the present problems; but will only result in further disputes and litigation. A broad declaratory order setting aside the resolutions and meetings of February 2013 and October 2013, coupled with a declaration that the erstwhile executive is the only legitimate executive, would only foster the strife and discord in the TOC.

[153] Considering the history of the matter and the events which occurred, neither faction is blameless; both the applicant faction and the respondent faction acted outside the prescripts of the TOC's constitution, rules of order and the Church Manual. It is clear that the issues which arose fueled emotions and that individual positions hardened as a result. Going forward, reasonableness and the fundamental principles of the Church should inform and regulate the conduct of a new TOC executive.

[154] Insofar as certain of the relief I intend to grant has not been sought in the notice of motion, the parties should be afforded the opportunity of seeking a variation of the order in certain respects on good cause shown.

Costs

[155] I turn to the issue of costs. The parties have sought adverse costs orders against each other, including the costs consequent upon the employment of two counsel. On

the day of the hearing, the eleventh applicant withdrew his application. The respondents do not seek any cost order against him.

[156] The applicants have been substantially successful in this application. It has not been argued that there are compelling reasons to deviate from the normal principle that the costs follow the results. The application is voluminous and complex and the costs of two counsel are justified.

[157] In considering the liability of the respondents for costs, it would in my view not be fair to the parties to direct the respondents to pay the costs jointly and severally, considering that the majority of the respondents are individuals. In the exercise of a discretion which I consider just and equitable to the parties, the costs should be borne by the first respondent, the TOC.

Order

[158] I grant the following order:

158.1 The resolutions taken at the special business session of the first respondent on 24 February 2013 removing the then existing executive committee of the first respondent and appointing a new executive committee are set aside as invalid, subject thereto that the decisions taken and the acts performed by the said executive committee so appointed are not invalid merely because of the invalidity of their appointment.

158.2 The resolution electing a new executive committee of the first respondent at the regular business session of the first respondent on 24 to 27 October 2013 is set aside as invalid, subject thereto that that the decisions taken and the acts performed by the said executive committee so appointed are not invalid merely because of the invalidity of their appointment.

158.3 The resolutions taken by the executive committee of the first respondent appointed at the special business session of the first respondent on 24 February 2013 and the executive committee of the first respondent appointed at the regular business session of the first respondent during October 2013, taken during September 2013 and May 2016 respectively, to declare certain local churches not to be in regular standing and to reduce the status of certain local churches on the basis of their support of the applicants, and all steps taken in relation thereto are set aside.

158.4 All resolutions and steps taken in relation to the dismissal of the first, fifth eleventh, fourteenth and fifteenth applicants and the voiding of their ordination are set aside.

158.5 The present executive committee of the first respondent as elected at the regular business session of the first respondent during October 2016 ('the current executive') is directed to convene a regular business session of the first respondent within four months of the date of this order for the election of a new executive committee of the first respondent in accordance with the constitution of the first respondent and subject to this order.

158.6 The present executive committee of the first respondent is directed, to:

158.6.1 Formulate and distribute to all member churches, including all churches referred to in 158.3 above, appropriate guidelines and instructions for the nomination of individuals to be considered for election to the TOC executive committee at the TOC regular business session referred to in 158.5 above;

158.6.2 Include in such guidelines a mechanism in relation to the election of a new executive committee, which ensures that the new executive

committee to be elected, comprises of a proportionate number of individuals representing (1) the applicants and the local churches who support them and (2) the respondent members of the executive committee of the first respondent appointed during February 2013 and October 2013 respectively and the local churches who support them (collectively referred to as 'the respective factions');

158.6.3 Formulate and distribute appropriate directives for the nomination of an appropriate number of nominees to achieve the result envisaged in 158.6.2;

158.6.4 Formulate and distribute as part of the agenda for the proposed regular business session in 158.5 above, a proposed mandate to be provided to the executive committee to be elected at the meeting, which mandate is to include the following matters:

158.6.4.1 Identifying the number of local member churches who support each of the factions;

158.6.4.2 Listing the steps taken by each of the two parallel executive committees of the first respondent from 24 February 2013 to date;

158.6.4.3 Deciding which of the steps referred to in 158.6.4.2 must be ratified and which must be reviewed and/or set aside and determining appropriate mechanisms to do so;

158.6.4.4 Identifying and particularising the steps necessary to unite the two parallel executive committees of the first respondent and the actions taken by each from 24 February 2013 to date, including but not limited to the reintegration of bank accounts, leases,

employment contracts and contracts concluded with service providers and/or other third parties;

158.6.4.5 Furnishing the new executive committee with appropriate mandates;

158.7 The executive committee to be appointed at the regular business meeting of the first respondent to be convened in terms of 158.5 above, shall comprise of a proportionate number of members as nominated by each of the respective factions.

158.8 The parties are granted leave to approach a court for directions in relation to the formulation of appropriate directives to achieve the goals referred to in 158.6 above, if necessary.

158.9 The parties are granted leave to approach a court for a variation of 158.6 and 158.7 of this order, on good cause shown.

158.10 A copy of this order is to be served on each member of the present executive committee of the first respondent elected at the reguiar business session of the first respondent during October 2016, by hand or via email.

158.11 A copy of this order is to be provided via email or hand delivery to all member churches of the first respondent, including all new churches who became members of the first respondent after 24 February 2013 to date, those member churches who were directed not to be in regular standing prior to the October 2013 triennial meeting of the first respondent by virtue of their support of the applicants and those churches whose status were reduced pursuant to the first respondent's October executive committee's letter dated 31 May 2016 by virtue of their support of the applicants.

158.12 The first respondent is directed to pay the costs of the application, including the costs consequent upon the employment of two counsel.

EF DIPPENAAR
ACTING JUDGE OF THE HIGH COURT,
JOHANNESBURG

APPEARANCES

DATE OF HEARING	:	27 & 28 November 2017
DATE OF JUDGMENT	:	28 March 2018
APPLICANT'S COUNSEL	:	Adv AG Sawma SC Adv AE Ayayee Adv I Currie
APPLICANT'S ATTORNEYS	:	Ngcingwana Attorneys C/o Mabaso Inc Attorneys
RESPONDENTS' COUNSEL	:	Adv GJ Marcus SC Adv A Liversage
RESPONDENTS' ATTORNEYS	:	Rossouws Attorneys

ANNEXURES: CORRESPONDENCE POST COURT ORDER

ANNEXURE 61: 29 MARCH 2018 LETTER FROM TOC-A (SEGOPA)

FA 25

Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & Newquay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

29 March 2018

The Secretary - Ps. P.S Makuwa
The Trans Orange Conference
Orange Grove
South Africa

makuwap@toc.adventist.org

RE: WAY FORWARD: EXECUTION OF ORDERS

Dear Sir

Christian greetings.

Please be hereby advised that having both received the written judgement duly handed on the 28 March 2018 in Gauteng South High Court.

Our Executive Committee met on the same day - March 28, 2018 - and decided

a) To reject the directives as given in the order and **Further**
b) To inform you of their rejection of such and lastly
c) To notify you that they have opted to involve you in the processes mandated by p. 43, para. 158.8 & 158.9.

158.8

The parties are granted leave to approach a court for directions in relation to the formulation of appropriate directives to achieve the goals referred to in 158.6 above, if necessary.

158.9

The parties are granted leave to approach a court for a variation of 158.6 and 158.7 of this order, on good cause shown.

Kindly let us let us know in fourteen days working days (14) or as soon as is reasonable ***(whichever comes first)***, when us as two parties can meet together to expedite this process.

Yours still in the Master's Workshop

TEBOGO SEGOPA (Pastor)
TOC Executive Secretary
Mobile: 072-060-0365
Email: executivesecretary@tocalberton.org.za

ANNEXURE 62: 26 APRIL 2018 LETTER FROM TOC-A (SETSIBA)

4

SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & NewQuay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

26 April 2018

The Executive Secretary
Trans Orange Conference
Orange Grove

"Without Prejudice"

RE: REINSTATEMENT OF THE DISMISSED TOC EMPLOYEES AND DISFELLOWSHIPED MEMBERS CASE

Greetings

I hereby write this letter to you and your committee demanding that you settle the above particular issues and within a reasonable time inform us of the following:

1. How are you planning to reinstate the employees in their respective categories given the nullification of February 24, 2013 Special Session and the setting aside of its decisions.
2. Compensation for lost income i.e. salary and benefits resultant from this action of February 24, 2013 up to the time you shall decide to start complying with the order. Of importance can you please inform us timeously since the nature of this right is regulated by time frames.
3. We demand from yourselves to the Orange Grove Churches and Alberton Churches, a letter instructing your Churches to redress their wrong and to our Churches apologising for the unnecessary hardship you have caused them. It can be appreciated if your committee can issue a personal communication and not a mechanical one forced by the order we obtained from court.

Please note that the above issues are sensitive and by this letter we do not waive any right or option open to us.

The purpose of this letter is to help us facilitate progress in trying to resolve the issues in the Church.

MARANATHA!!

Yours in His Service

PASTOR M A SETSIBA
TOC President/Acting CFO
Landline: 011 907 0893/011 907 0926
Mobile: 082 498 4934
Email: asetsiba@tocalberton.org.za

ANNEXURE 63: 14 MAY 2018 LETTER FROM TOC-OG (MAKUWA)

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Seventh-day Adventist Church
Trans-Orange Conference

SECRETARIAT

17 Louis road
Orchards, 2192
P.O. Box 46061,
Orange Grove, 2119
+27 11 640 3084
+27 60 997 6285
secretariat@toc.adventist.org

14 May 2018

Dear Pr A.M. Setsiba (First Applicant)

A FEW NOTIFICATIONS AND REQUESTS REGARDING:

JUDGMENT IN SETSIBA AND OTHERS V TOC AND OTHERS (CASE NO. 6277/2014)

1. **Acceptance of Judgment**
   With reference to the above judgment, we wish to advise that the TOC and all other respondents have accepted the judgment as delivered on 28 March 2018. To this end, the current executive committee of the TOC (first respondent) has been directed by the court to convene a regular business session within four months for the election of a new executive committee in accordance with the constitution of the TOC and subject to the order (par. 158.5).
2. **Notice of Session**
   The executive committee has decided to call a session on 24 June 2018. It is imperative that we timeously serve the session notice on all churches, pastors and staff members affiliated to all parties involved, i.e. applicants and respondents. We intend to issue the session notice in accordance with the TOC constitutional provisions without excluding any stakeholders that should be notified.
3. **Change of Status on Alberton Demoted Churches**
   Kindly be notified that all the churches that were declared not to be in regular standing are, by virtue of the court order, eligible to participate in the session.
4. **The status of Pr Setsiba, Pr Segopa, Pr Nemaranzhe, Pr Molopa and Dr Mbedzi**
   Furthermore, please be advised that the five applicants whose names appear above are also eligible to participate in full in the upcoming session. All other details pertaining to the reinstatement of the above - mentioned pastors will be handled by the new TOC Executive Committee to be elected at the upcoming TOC regular session.
5. **List of Alberton Churches**
   We humbly request you to furnish us with a list of all your fully-fledged Churches and their addresses for the purposes of delivering the Court Judgment and issuing the session notice.
6. **Church Leadership**
   We humbly ask you to furnish us with the names, addresses and contact details of all your Churches' leadership in order for us to smoothly and appropriately deliver the Court Judgment and session notice to them.
7. **Church Membership Statistics**
   Please furnish us with an appropriate document with the breakdown of the membership of your individual Churches to assist us to fairly adhere to the proportional representation principle as ordered by the High Court in determining the number of delegates per Church. The total of your Church membership would also be appreciated.
8. **Proof of Church Membership**
   Please provide us with your statistical reports from your Churches or pastors to ascertain the legitimacy of your Church membership statistical standing.

We require that all the information we have requested be provided to us not later than 18 May 2018.

Yours in Christ

Dr Simon Makuwa
TOC EXECUTIVE SECRETARY

Dr Paul Shongwe
TOC PRESIDENT

ANNEXURE 64: 22 MAY 2018 SESSION NOTICE EMAIL FROM MAKUWA

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TOC Alberton Reception

From: Segopa Tebogo <seoposengwe45@gmail.com>
Sent: Tuesday, 22 May 2018 9:45 AM
To: TOC Alberton Reception
Subject: MARANATHA

Please find below the announcement from the Trans Orange Conference which has been placed in the special June edition of Maranatha issued on behalf of the TOC on 22 May, 2018.

TRANS-ORANGE CONFERENCE
OF THE SEVENTH-DAY ADVENTIST CHURCH
Notice of the Regular Business Session as by Order of Court
Whereas on 28 March 2018 and under case number 6277/2014 the Trans-Orange Conference of the Seventh-day Adventists Church was directed by order of the South Gauteng High Court to convene a regular business session of the Trans-Orange Conference;
And whereas the Court has ordered that the session be called in harmony with the Constitution of the Trans-Orange Conference, but subject to the directives and/or conditions issued by the said Court;
Notice is hereby given that a Regular Business Session (Regular Constituency Meeting) will be held in terms of the court order issued on 28 March 2018.
The Trans-Orange Conference Executive Committee voted (Action 18-231) on the 14 April 2018 that the meeting be scheduled as follows:
Date: 24 June 2018
Time: 09:00 – 17:00
Venue: SAU AuditoriumAgenda: 1. Election of Officers, Directors and the Executive Committee Members of the Trans-Orange Conference of Seventh-day Adventists.
2. New Executive Committee Mandate.

Yours in Christ
Dr Simon MakuwaEXECUTIVE SECRETARY
Trans-Orange Conference
Dr Paul ShongwePRESIDENT
Trans-Orange Conference

Guidelines and Mechanisms

1. Regular Delegates
1.1. All organised Churches of the Trans-Orange Conference (TOC) which include those churches whose status was reduced to company status on the basis of their affiliation or support of the Applicants in the abovementioned court proceedings, are required to send delegates as determined by the TOC Constitution.
1.2. Churches with a membership of 150 members or more, will have more than one delegate to be determined by the TOC.
1.3. All Churches currently aligned to Alberton are required within 07 days of date of publication of this Notice to provide TOC with their records of membership in order to allow the TOC to update its records accordingly. If the required records are not received by the stipulated deadline the membership will be determined on the last available records of the TOC.

2. Delegates at Large
2.1. Members of the TOC Executive Committee.
2.2. Main Case Applicants.
2.3. Members of the SAU EXCOM.
2.4. All TOC and Alberton employees holding credentials or ministerial licenses issued by TOC.
2.5. Members of the GC EXCOM present not exceeding 10% of the regular delegates.
2.6. Special delegates recommended by the TOC EXCOM and accepted by the delegates not exceeding 10% of the regular delegates.

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ANNEXURE 65: 23 MAY 2018 LETTER FROM TOC-A (SEGOPA)

FA65
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SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & NewQuay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

23 May 2018

To: All Churches
Pastors; Elders; Leaders &
Members of the Church

RE: CONFERENCE UPDATE

Greetings to all Saints in the Name of Our Lord and Saviour Jesus Christ

Then the LORD said to him, "What is that in your hand?" "A staff," he replied. The LORD said, "Throw it on the ground." Moses threw it on the ground and it became a snake, and he ran from it. 4 Then the LORD said to him, "Reach out your hand and take it by the tail." So Moses reached out and took hold of the snake and it turned back into a staff in his hand. 5 "This," said the LORD, "is so that they may believe that the LORD, the God of their fathers—the God of Abraham, the God of Isaac and the God of Jacob—has appeared to you." **Exodus 4:2-5.** We still serve a miracle working God.

This is to let you know that the Extended Executive Committee *(Executive Committee and Strategic Sub Committee)* met on Sunday 20 May 2018 with the sole reason of mapping out the way - forward following Judge E.F. Dippenaar judgement of March 28, 2018.

The outcome of our past Sunday meeting is as outlined in the attached copy already sent to Orange Grove, SID and SAUC Officers: and now kindly receive the summary thereof which is but not limited to:

1) **A PLAYING FIELD TO BE LEVELLED :**

   a) All parties must sit around the table for robust peace and unity talks.
   b) All legal cost must be paid.

2) **REINSTATEMENT OF PASTORS:**

   c) Reinstatement of employees: Credentials be restored and personal letters be written to them and their Churches be informed of such move.
   d) All costs related to reinstatement must be paid.

3) **ACCEPTANCE OF ALBERTON CHURCHES:**

e) Proper acceptance of all our Churches into the Sister hood of Churches
f) A letter of acceptance must be written to all our Churches.

4) **PEACE AND UNITY:**

g) Alberton Churches remain the proponents of Peace and Unity.
h) It's a gospel that we have preached since 2013 and we will continue to work for Peace and Unity as that has become our second nature.
i) Thus nothing and nobody should label us as people who are averse to peace and unity.
j) And we stand for proper and thorough processes to peace and unity.

5) **CONSTITUENCY MEETING:**

k) Members need to know that even today no meeting has been held and no talks has been entered into.
l) Instead we are being coerced to submit our membership for audit purpose and for session preparations.
m) Instead, a 2013 scenario is repeating itself: that of overlooking our leaders and Alberton Churches by sending undirected session notice to all, whosoever and everybody else.

Against the background given and all what is known to you and before you,

a) We hereby humbly want to request Alberton Churches and our supporters to keep calm, to be sober but vigilant amidst peacelessness and un-reasonability of our Brothers.
b) Continue praying for ourselves and especially for understanding and for the softening of the hearts of our fellow brothers-sisters and pastors.
c) ***Do not entertain and DO disregard the session notice that landed on your inboxes and by extension went viral for the playing fields are not yet levelled. Alberton Church members must have lamentably noted the gross inaccuracies as content of that paraded Church List.***
d) We want to thank you for the trust the Lord has given you over your leaders. The Conference Office is preparing to call the Church soon with a view of discussing its in-house issues and empowering ourselves further.

Do receive the attached letter and remain informed and remember His encouraging words when He says: ***"Have I not commanded you? Be strong and courageous. Do not be afraid; do not be discouraged, for the LORD your God will be with you wherever you go."*** **Joshua 1:9.**

Maranatha – Jesus is still Coming soon!!!

Yours still in the Master's workshop

TEBOGO SEGOPA ***(Pastor)***
Executive Secretary
Mobile: 072-060-0365

Email: executivesecretary@tocalberton.org.za

ANNEXURE 66: 01 JUNE 2018 EMAIL + LETTER FROM SAU AND TOC-A

TOC Alberton Reception

From:	TOC Alberton Reception <info@tocalberton.org.za>
Sent:	Friday, 01 June 2018 2:31 PM
To:	'tebogo segopa'
Subject:	FW: REQUEST FOR A MEETING

-----Original Message-----
From: Trevor Kunene [mailto:kunenet@sau.adventist.org]
Sent: Wednesday, May 30, 2018 3:12 PM
To: TOC Alberton Reception <info@tocalberton.org.za>
Cc: makuwap@toc.adventist.org; odendaale@sau.adventist.org; spencerd@sau.adventist.org; shongwep@toc.adventist.org; nteot@toc.adventist.org
Subject: Re: REQUEST FOR A MEETING

Dear Ps Segopa

Maranatha!

Your letter dated 30 May 2018 refers.

We are currently engaged in scheduled meetings, even during lunch time until Monday 4th June 2018

Therefore we are unfortunately unable to meet with you tomorrow as per your request.

However, the TOC Officers have met with the SAU Officers and agreed to meet with not more than five representatives of the applicants.

The meeting will be held on 5th June 2018 at 15h00.

The venue of the meeting in Johannesburg will be communicated to you.

Yours sincerely,

TM Kunene

Executive Secretary – Southern Africa Union

Honor all people. Love the brotherhood. Fear God. - 1 Peter 2:17

On 30 May 2018, at 12:51, TOC Alberton Reception <info@tocalberton.org.za <mailto:info@tocalberton.org.za> > wrote:

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SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

31 Cnr. Helston & NewQuay
2nd Floor, OLD Mutual Building
Alberton
2192

011) 907 0898

JUNE 01 2018

Pastor P S MAKUWA
17 Louise Road
ORCHARDS – ORANGE GROVE
2119

makuwap@toc.adventist.org

RE: A RESPONSE – YOUR REQUEST OF A MEETING

Dear Pastor Makuwa

This comes to you as a response to your email of May 31, 2018 whose contents pertained, among others, an invitation to a meeting as follows:

DATE: **TUESDAY 05 JUNE 2018**
VENUE: **PARKTONIAN HOTEL**
TIME: **15h00**

We hereby want to register our resolution to attend the meeting as requested at the time and venue set.

Yours still in the Master's workshop

TEBOGO SEGOPA
Executive Secretary
Mobile: 072-060-0365
Email: executivesecretary@tocalberton.org.za

ANNEXURE 67: 06 JUNE 2018 LETTER FROM SAU (KUNENE)

Southern Africa Union
Conference of the Seventh-day Adventist
Church
SECRETARIAT

2 FAIRVIEW STREET
NAVAL HILL
BLOEMFONTEIN, 9301
P.O. BOX 468 BLOEMFONTEIN,
9300 SOUTH AFRICA
TEL: (+27) 51 447 8271
EMAIL : kunene1@sau.adventist.org

6 June 2018

TO: All TOC Churches in Orange Grove and Alberton

Maranatha!

We thank GOD for the spirit-filled meeting we had yesterday with representatives from SID, SAU, TOC Orange Grove and TOC Alberton under the chairmanship of Dr Spencer, SAU President.

We pray for unity and GOD's guidance to continue to lead us while the discussions are still in progress.

We humbly request you to pray continuously for the unity of the saints in GOD's church.

Yours sincerely,

TM Kunene

Executive Secretary / HR Executive

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Southern Africa Union
Conference of the Seventh-day Adventist
Secretariat

2 FAIRVIEW STREET
NAVAL HILL
BLOEMFONTEIN, 9301
P.O. BOX 468 BLOEMFONTEIN,
9300 SOUTH AFRICA
TEL: (+27)51 447 8271
EMAIL: kunenet@sau.adventist.org

Dear Ps Segopa

We refer to your letter dated 12 July, 2018 wherein the applicants requested a meeting with the SAU.

We are not adverse to the idea of meeting with the applicants, but unfortunately we will not be able to meet with you on the 16th of July, 2018 due to prior engagements.

As indicated to you in previous correspondence, we are uncomfortable about meeting with Alberton, independently of the other parties due to the sensitivity of the situation. Therefore it is necessary for us to first consult with the other affected parties.

We will revert back to you in due course.

Yours faithfully,

TM Kunene.

ANNEXURE 68: 08 JUNE 2018 LETTER FROM TOC-OG (MAKUWA)

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Seventh-day Adventist Church
Trans-Orange Conference

SECRETARIAT

17 Louis road
Orchards, 2192
P.O. Box 46061,
Orange Grove, 2119
+27 11 640 3084
+27 60 997 6285
secretariat@toc.adventist.org

08 JUNE 2018

WITHOUT PREJUDICE

Ps A Setsiba
Ps T Segopa

Dear Sirs

MEETING BETWEEN THE APPLICANTS AND RESPONDENTS REPRESENTATIVES HELD ON 05 JUNE 2018

We would like to thank you for the deliberations and candid discussions we had on the 05th June 2018, with a view to addressing issues that would facilitate the convening of the session as directed by the Court order and in line with our convictions for achieving Church unity. We thought it prudent to reiterate the position of the Respondents in this letter so that as you seek your mandates you are informed of these positions and you factor them as you source your mandates with your constituency.

1. **The Parties to this Correspondence**

   The contents of this letter have been canvassed with all the Respondents cited in the Review Application and the issues and/or positions outlined herein, represent all the Respondents. The duly appointed representatives of the Respondents have mandated the TOC Orange Grove Officers to sign this letter on their behalf and to articulate the positions stated herein.

2. **The Unity Call and Levelling of the Playing Fields**

   The Respondents in this matter have always expressed their desire for God's Church to be united hence the decision not to appeal even the most obvious and patent misinterpretation of our Church policies and structures in the Judgement of March 2018. Instead, we have all opted to use this opportunity to bring God's Church together through the imperfect yet understandable solution determined by the Judge of convening a business session as directed.

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Trans-Orange Conference

SECRETARIAT

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+27 60 997 6285
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3. Responsibility for Convening/Calling the Session

The judgement is quite unambiguous when it comes to the responsibility for convening the session which is placed in the province of the First Respondent (TOC Orange Grove current Executive Committee) only. The intention of this prescription, as is quite evident from the order, is to ensure order and to prevent further strife and disputes between the two groups.

It is at session where the combined meeting will make a fresh start on the road to unity beginning, amongst others, with the appointment of a new Executive. It will be the function of the newly elected Executive Committee to reunite the two groups and to regulate the internal affairs of the TOC with an eye on reconciliation. The Respondents are not of the intention to deviate from these directives, or any others, as it is recognized that the court in its wisdom directed the way forward. It is therefore of crucial interest to the Respondents to give effect to the court order to ensure compliance with its precepts as to prevent a situation where the Respondents will be blamed for any unhappiness caused due to deviations by the respondents. We are therefore not prepared, as you have intimated, to deviate from or waive any portion of the court order. Furthermore, the judgement is quite clear about ensuring a proportional representation formula in convening the session, a matter which we have and are giving judicious attention to.

It is in this light that a notice convening a session within the four (4) months' period stipulated in the Court Order has been issued inviting all Churches, including Alberton, to a session on the 24th June 2018. We believe that this date is achievable and that nothing from the Respondents' side would bar its realization.

4. Conditions Precedent to Session – Reconciliation & Inputs to Session

As part of the discussion on the 05th June 2018, you were quite adamant that there needs to be a reconciliation of the two parties and joint convening of the session prior to the session being called. Our position in this regard is that the Church in the TOC has been hurt from both sides and that while we make efforts to bring healing across the board, we should put our efforts in arranging the session within the 4months period stipulated in the Court Order. While we recognize that some may have been hurt more than others, we wish to register that as God's Church, we should put away our differences, forgive one another and forge towards a united Church. In other words, the reconciliation process will be **ongoing** and our plea is that, while we made good strides to engage with each other on the 05th June 2018, we can then commit to **jointly**

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Orange Grove, 2119
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+27 60 997 6285
secretariat@toc.adventist.org

outlining a programme of reconciliation at the forthcoming session because by its very nature, reconciliation is a process and not an event. The reconciliation process can therefore not be put as a bar to us following the order with regards to convening a session.

While we have addressed the principle of jointly convening the session above, we would however welcome and put due consideration to your inputs regarding the upcoming session. Such inputs should ideally also include why, in your view, we cannot proceed with the session on the 24th June 2018 as already published.

5. **Reinstatement of Employees**

Please note that the five Applicants cited directly by the Court Order have an automatic reinstatement as per the Court Order. This means, for all intents and purposes, we recognize that the five applicants are by virtue of that order deemed to be reinstated. Accordingly, the said Pastors (five Applicants) will attend the session as Pastors and be recognized as such. We shall issue personal letters to the said Pastors in due course. With regards to the costs of reinstatement, we would like to indicate that the Executive Committee to be formed at the session will deal with this matter. However, if you wish for the current Executive Committee to deal with this matter of reinstatement costs, we would like for the said Pastors to provide the following information:

a) Revenue collected from Alberton Churches since 2013;
b) Indication of how the revenue was disbursed and to who;
c) Proof that the said Pastors did not receive any salary or payments since 2013 (personal Bank Account Statements may be required for this purpose);
d) Submission of Alberton accounts to an independent audit by GCAS; and
e) Hand-over of all Alberton accounts to the authority of the SAU until the new Executive Committee is formed.

With these conditions being met, we will then expedite the issue of finalizing our consideration on the reinstatement costs if there be any.

6. **Acceptance of Alberton Churches**

The Alberton Churches that were demoted into Company status, shall, in line with the Court Order, be recognized as fully fledged Churches with full rights of representation at session. To this end, we have requested you to furnish us with statistics for these Churches so we may determine the number of delegates they are entitled to. It is our

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Trans-Orange Conference

SECRETARIAT

17 Louis road
Orchards, 2192
P.O. Box 46061,
Orange Grove, 2119
+27 11 640 3084
+27 60 997 6285
secretariat@toc.adventist.org

intention to share with you, prior to the session, the number of delegates per Church, including the Alberton Churches in order to demonstrate our adherence to the principle of proportional representation. To this end, we have already taken an action to rescind the action that demoted the said Churches into Company status. It is however of great concern to us that you are not willing to provide us with the required statistics notwithstanding several requests thereto. We want to state it to you that your conduct is to the detriment of the Applicants and the Churches who support them. We therefore, again, kindly request that you provide us with the required statistics so that we can calculate the number of delegates to represent the Applicants and its supporting Churches.

With reference to the aforementioned Churches we intend sending out letters recognizing the Churches under Alberton as soon as you furnish us with the contact details of the said Churches but your delay is frustrating this process. As you may be aware, some actions can only be completed at Session, such as a vote to accept Churches into the sisterhood of Churches of the TOC and to make demands for this to happen prior to the session is to be disingenuous and practically impossible.

7. Legal Costs

We will deal with the legal costs as part of the new Executive Committee order of business. We notice that you submitted a bill of legal costs including even the cases that were ruled against you. We will still need to subject the legal costs to taxation, a matter which cannot be a pre-condition to holding a session. Again, it is important on this aspect to raise the issue of Alberton revenue, reconciliation of accounts and expenses.

Yours faithfully

Dr P Shongwe
TOC PRESIDENT

Dr S Makuwa
TOC EXECUTIVE SECRETARY

Pr T Nteo
TOC CHIEF FINANCIAL OFFICER

ANNEXURE 69: 12 JUNE 2018 DEAL BREAKER LETTER FROM TOC-A

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SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & Newquay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

12 June 2018

MAIN CASE RESPONDENTS

SOUTHERN AFRICA INDIAN OCEAN DIVISION
reynekeg@sid.adventist.org

SOUTHERN AFRICA UNION CONFERENCE
kunenet@adventist.org.za

TRANS ORANGE CONFERENCE – ORANGE GROVE
makuwap@toc.adventist.org

RE: PROPOSAL DATE FOR A MEETING

Dear Pastor Kunene

We hereby want to make a follow through on some requests made at Talking-on-Talks Meeting of June 5, 2018 in Johannesburg.

DEAL BREAKERS

Kindly receive a document listing our points for deliberation purpose.

PROPOSAL DATE FOR A MEETING

We hereby want to propose Tuesday 19 June, 2018 for our meeting at a venue a time suitable to you.

Blessings to you on this day and beyond.

Yours still in the Master's Workshop

TEBOGO SEGOPA
TOC Executive Secretary
Mobile: 072-060-0365
Email: executivesecretary@tocalberton.org.za

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SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & Newquay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

12 June 2018

MAIN CASE RESPONDENTS

SOUTHERN AFRICA INDIAN OCEN DIVISION
SOUTHERN AFRICA UNION CONFERENCE
TRANS ORANGE CONFERENCE – ORANGE GROVE

DEAL BREAKERS – BREAKING OF BARRIERS

The March 28 2018 Judgment seeks to put the Trans Orange Conference back to its original status of peace, unity and reconciliation. This is a stance the TOC Alberton has espoused since 10 February 2013. We however are sharply in disagreement to rush to a constituency meeting without exhausting major points but not limited to the following:

1. **CONSTITUENCY MEETING**
   a) While some items could be fulfilled in a long term, some many others need to be achieved long before the constituency meeting.
   b) TOC Alberton is of the view that Session be convened ones all sticky points have been resolved: best a session of combined peaceful TOC than the one of divided two groups. If we miss it here, we will have missed it forever.

2. **COURT CASES**
   a) All legal cases laying at Courts must be dropped: example, Koikoi Case in Mahikeng.

3. **PRICE-WATER-HOUSE-COOPERS**

a) Orange Grove and PWC still have draft forensic documents with them: Documents that necessarily render applicants as corrupt. A verbal and a written apology is imperative in this regard.
b) PWC and all the respondents must write letters to all applicants as a way of clearing their names.
c) Those letters should be publicized to the Church at large by SAUC, Orange Grove and SID through their authorized Church media.
d) All applicants demand compensation in this regard as a way of clearing their names.

4. **LEGAL COSTS**

Trust is a virtue and must be gained and because of TOC Alberton having lost trust from the respondents, we cannot hope, trust and believe that the respondents could come to the party by paying all legal cost even after Session. We want to see all payments as directed by courts be effected before constituency meeting is convened.

5. **GCAS**

a) TOC Alberton demand a verbal and a written apology from GCAS for their correspondence of 2016/08/29 when they refused to provide audit service to us.

6. **TOC ALBERTON CHURCHES**

a) On March 28, 2018 Judge Dippennaar set aside the Bloemfontein 2013 Business Session and declared it invalid.
b) Therefore TOC Alberton Churches at 2013 and wrongfully removed by that session remain valid Churches of the TOC.
c) All such Churches are valid and need no vote to be restored into the Sisterhood of Churches.
d) Only Churches from both factions that where organized between 2013 and 2018 need a vote at Session to be accepted into sisterhood of Churches.
e) All Churches that experienced internal schisms that obtains even on this day, Churches such Taung, Mamelodi Central, Batho etc. will need a special envoy to mediate and negotiate their current status of separation leading to unity or otherwise.
f) All respondents are required to visit TOC Alberton Churches for a verbal APOLOGY followed by letters of INTENSE APOLOGY WITH REASONS and further that those letters include ACCEPTANCE to all such Churches.

3 4

7. ORLANDO WEST SCHOOL

a) Orlando West Primary School also suffered a great deal and that left indelible mark in the minds of both educators and pupils and thus it must not be left out.
b) An apology to the School must also be effected by a visit and a letter accompanied with compensation to place them on a fast and smooth educational footing.

8. RESCINDING OF ACTIONS

a) All Committee actions and resolutions taken by all respondents including the action of calling that infamous February 24, 2013 special Session must be rescinded.

31 May 2016,

"You are no longer in a position to function as a fully-fledged church, and are no longer enjoying privileges accorded to organized churches....All actions on your part that have resemblance of a fully-fledged church will be null and void and of no force and effect.....It must be borne in mind that the actions of the TOC EXCO follows repeated invitations (which were spurned) to your church and members to return to the fellowship of the church'.

9. PASTORS

a) A letter of 25 February 2013 by the then SAU president whose contents were to the effect of removing us from Office must be rescinded.
b) A letter of 17 December 2013 by the then TOC Orange Grove secretary whose contents were to the effect of dismissing pastors from the employ of the Church must be rescinded.
c) Letters to that effect including reinstatement must be written to all those Pastors who were removed from Office and the employ of the Church accompanied by an apology.
d) Actions and resolutions from all respondents EXCO's enabling all the disasters and the experience the Church has gone through, must be rescinded.
e) A verbal apology must be afforded to their families.
f) Pastors removed and dismissed as such including a support staff member and two pastors who resigned, excluding a pastor who is the 11th applicant must be compensated.

10. RESTORATION OF CREDENTIALS

a) Rescinding actions and resolutions tempering with Pastors' Marriage licences followed by a letter of apology.
b) Rescinding actions and resolutions stripping Pastors of their credential accompanied by letter of apology.
c) Restoring Credentials of pastors including the other two.

11. CURRENT ALBERTON OFFICE AND PASTORAL STAFF

a) Like all Orange Grove pastors and support staff employed after 2013, Alberton pastors and support staff must be taken in at the new dispensation.

12. SID PRESIDENT'S APOLOGY

NB: It is alleged that at the illegally constituted constituency session of 24 February 2013, an SID official advised the session to close after the deliberations on the Diswilmar farm and a certain legal advisor presented an opposing position claiming it came from the then president of SID. We request that clarity be given on that matter and/or the said advisor or former president furnishes the church with a written apology both to our office and the churches in Alberton and Orange Grove.

Yours in His Vineyard

PASTOR M A SETSIBA
TOC President/Acting CFO

TEBOGO SEGOPA
Executive Secretary

ANNEXURE 70: 15 JUNE 2018 LETTER FROM TOC-OG (MAKUWA)

Seventh-day Adventist Church
Trans-Orange Conference

SECRETARIAT

17 Louis road
Orchards, 2192
P.O. Box 46061,
Orange Grove, 2119
+27 11 640 3084
+27 60 997 6285
secretariat@toc.adventist.org

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15 June 2018

TO : **CHURCHES, PASTORS, ELDERS, CHURCH CLERKS AND ALL MEMBERS OF THE TRANS-ORANGE CONFERENCE**

SESSION UPDATE

Greetings in the name of our soon coming King, Jesus Christ.

The Trans-Orange Conference Executive Committee in its sitting of 14 June 2018 has resolved as follows:

1. That the session set for 24 June 2018 continues as scheduled at SAU, Bloemfontein.
2. As we have not had cooperation from the Alberton leaders we advise that the question of proportional representation as stated in the court judgement is still being considered.
3. Observers will be accepted if voted and registered by their churches and a registration fee of R300,00 which includes meals for each delegate is paid. The quota for observers will be limited to **three hundred (300).** It should be noted that registration for observers will be **on a first come first serve basis** and the closing date is **Monday, 18 June 2018** end of business. Once the quota is reached earlier than the closing time, no registration of observers will be entertained.
4. Observers will only be able to view the session visuals in a different hall.

We ask the Churches to continue praying for the session.

Yours in Christ.

Makuwa

DR SIMON MAKUWA
EXECUTIVE SECRETARY (PASTOR)

ANNEXURE 71: 18 JUNE 2018 TOC-A LETTER

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Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

31 Cnr. Helston & NewQuay
2nd Floor, OLD Mutual Building
Alberton
2192

011) 907 0898

18 June 2018

Pastor P S MAKUWA
TOC ADMINISTRATION
17 Louise Road
ORCHARDS – ORANGE GROVE
2119

makuwap@toc.adventist.org

RE: A RESPONSE - FINAL SESSION DATE

Dear Pastors

Our response to your letter of 13 June 2018 and our letter of 13 June 2018 on final session date refers:

Subsequent to the above cited correspondences, we consulted our Executive Committee on your proposal of the postponement of the Session from 24 June 2018 to 22 July 2018 and the following is our resolve:

To accept the proposed postponement of the Session date from 24 June 2018 to 22 July 2018 subject to the following:

a) Mutual engagement in the discussions and finalization of relevant matters to the implementation of the Court Order in as far as it affects the parties.
b) Logistics and proportional representation of the two factions in the upcoming session.
c) Of importance, we note with regret your shutting out of initiatives and intents of our meeting of June 05 2018 where we all agreed that as a way forward, nothing should be done without the engagement and consensus of all parties involved. The summary of that was expressed in a letter of June 06, 2018 written to all Churches by SAU Executive Secretary, Pastor T. Kunene.
d) Kindly respond to this communique by 10am tomorrow 19, June 2018.

Blessed day further.

Yours still in the Master's Workshop

TEBOGO SEGOPA
TOC Executive Secretary
Email: executivesecretary@tocalberton.org.za

Ps. Kindly confirm our proposed meeting of Tuesday 19, 2018.

ANNEXURE 72: 19 JUNE 2018 TOC-OG LETTER

Seventh-day Adventist Church
Trans-Orange Conference

SECRETARIAT

17 Louis road
Orchards, 2192
P.O. Box 46061,
Orange Grove, 2119
+27 11 640 3084
+27 60 997 6285
secretariat@toc.adventist.org

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"WITHOUT PREJUDICE"

19 June 2018

Dear Pr A. Setsiba and Pr T. Segopa

Greetings in the name of Jesus Christ, Head of the Church.

We refer to your letter dated 18 June 2018 which we have received late yesterday afternoon. You are further referred to our letter to you dated 15 June 2018 in which we clearly and unambiguously informed you of our decision to continue with the session on 24 June 2018 as planned. The basis for this decision being, inter alia, the following:

> During our meeting with you on the 05th of June 2018, we indicated to you that if there is a rational basis for a postponement of the session date from the 24th June 2018, the said postponement could not extend beyond the 22nd of July 2018, in order to remain within the boundaries of the court order. It was then agreed that you would revert to us on, amongst others, factors that would make the 24th June 2018 session date unsuitable.
>
> On the 12th of June 2018, you responded to us in writing setting out the applicants' demands and stating further that according to you a session cannot take place unless those points and others are firstly addressed.
>
> On the 13th of June 2018, however, during personal discussions with you, you again requested a postponement and indicated that you are agreeable to a postponement to the 22nd of July but, again, that you must first obtain a mandate from your EXCOM. We then explained to you the urgency of a response to us in regards to the matter as the session was set to take place on 24 June 2018 and urgent steps needed to be taken if the session was to be cancelled in order to prevent unnecessary costs etc. This was explained to you in our follow up letter dated 13 June 2018.
>
> You responded to our letter on same date confirming your mindfulness of the urgency of the matter. Surprisingly, especially after your plea for a postponement and on the 14th of June 2018, you responded stating that your demands as

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articulated in your previous letter must first be addressed before the applicants can consent to a session. From the 05th of June you have been aware of our willingness to consider rescheduling the session to 22nd July 2018, but all along insisted that you would not consent to this date until we had met all your demands and preconditions. It was only yesterday, when you reverted to us indicating that your Executive Committee has consented to you agreeing to a postponement to 22nd July 2018, but even then, subject to certain conditions which were not dissimilar to the letter of demands sent to us.

Your conduct in this regard is concerning and indicative to the Respondents that you are not dealing in good faith.

We wish to inform you that in terms of our letter dated 13 June 2018 and our subsequent meeting of the Executive Committee of the First Respondent meeting held on 14 June 2018 whereat the Applicant's demands and letter dated 14 June 2018 were discussed. It was decided by the EXCOM of TOC that the constituency meeting as ordered by court will continue on 24 June 2018 in the light of your rejection of our consideration to postpone the session to 22 July 2018.

We further wish to advise that we cannot convene another Executive Committee to discuss the contents of your latest letter, bearing in mind the inconvenience pertaining to, amongst others, the following:

1. The Churches have already made financial commitments towards accommodation and transport arrangements and registration for session participation;

2. The General Conference has already confirmed its attendance for this session of 24 June 2018 and incurred travel costs in relation thereto. Any attempt at postponement now will have a substantial financial impact on them and will massively and negatively impact on their attendance and presence at a future date;

3. The TOC has incurred substantial expenses to accommodate your request to postpone the session in that a special EXCOM meeting was called to especially discuss your request. A further meeting will financially and practically not be possible;

4. The letter from Ps T. Kunene dated 06th June 2018, actually showed commitment and good faith towards the process. Your statement in your letter dated 14 June 2018 that

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an agreement was reached that no action should be taken without engagement or consensus between all the parties is denied. We humbly refer your attention to our letter 08 June 2018 wherein we clearly set out the Respondent's position in order to prevent wrongful impressions before your letter dated 14 June 2018. Your letter of 14 June 2018 has tremendously dampened the spirit of the Executive Committee and everyone concerned.

Your letter dated 18 June 2018 would have made a huge difference had it been written before the 14 June 2018, so as to allow time for logistical arrangements as we have indicated to your good selves.

It has now become absolutely impossible and impractical to change the session date.

We therefore ask that you encourage all Alberton Churches to register and send delegates to the session in accordance with the delegates spreadsheet sent out to you and we will extend registration time to Thursday, 21 June 2018 at 16h30. We have reserved accommodation for all your workers for the weekend. **May your workers kindly contact Pr T. Nteo at 0763907154 on arrival.**

As previously requested, we request that you furnish us with your membership statistical numbers to enable us to produce guidelines pertaining to proportional representation.

Kind Regards

Dr P.S. Makuwa
TOC Executive Secretary

ANNEXURE **73:** **22 JUNE 2018 TOC-A LETTER**

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SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & NewQuay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

22 June 2018

To: All Churches
Pastors; Elders; Leaders &
Members of the Church

RE: FINAL SESSION UPDATE – AN APPEAL

Dear Saints of the Most High

"Those who have an ear let them hear and comprehend what these truthful points state." **Tes.**

We are hereby humbly tabling these historical points for all Church Members in both Alberton and Orange Grove - for all on both sides are peace lovers. This note is also destined to all people in and outside the Church circles inclusive of all supporters and well-wishers.

What you now are reading is a partial chronology of events and correspondence between TOC - in Alberton and TOC – in - Orange Grove. May this letter/a picture drawn here-below prick conscious of those intending to go to session in Bloemfontein not to further participate in destroying the great **TRANS ORANGE CONFERENCE**: for one's participation and attendance would be a repetition of February 24, 2013 scenario. We are pleading to all SDA Christians to kindly hook on and larch on Judge Dippenaar's noble initiatives of playing a role in bringing peace and reconciliation to warring TOC parties - brothers and sisters - children of one father and all of them awaiting their soon coming Brother and Saviour Jesus Christ.

1. ***March 28, Judge F. Dippenaar gave a ruling with a hope that both parties will use it for reconciliation leading to lasting peace and a united great Trans Orange Conference. She entrusted SDA Christian leaders with great responsibility of mending broken bridges so as we all could live in peace and harmony. "You gave me, that they may be one as we one, I in them and you in me so that they may be brought to complete unity." John 17:22,23 "I and the father are one" John 10:30.***

2. *We had hoped that immediately after the verdict of March 28, 2018, sanity would prevail to our bigger Brothers, SID and SAU and that they would call the two factions to a meeting for talks. Instead, they became biased by holding meetings with Orange Grove in exclusion of Alberton. We then in March 29, 2018 went ahead to write to Orange Grove requesting a meeting with them. They only responded on 25 April 208 after many weeks of telephonic persuasions. We then later both agreed to set up a meeting for May 02 2018, which they cancelled late May 01, 2018.*

3. *Monday morning on May 07, 2018, we then decided to throw out an olive branch, a "smoke a peace pipe" adage and become brotherly enough: we visited the 17 Louis road, Orange Grove. It felt so different as we entered our proverbial enemy camp after five solid years. We raised concerns of non-response to our correspondence and unceremonious cancellation of May 02, 2018 meeting. We were told of Orange Grove-SID-SAU meeting due the following day May 08, 2018. We then requested to be invited to such meetings as well which thing never happened. The May 14, 2018 Orange Grove letter whose contents was eight points notification is a product of those meetings which were held in our absence.*

4. *Seeing that we found no joy with Orange Grove regarding striking a meeting with them, we then thought it best to arrange a meeting with Bloemfontein whose response cited a busy schedule for that week of May 27- June 01, 2018 and they further indicated that if we still wanted to meet with them, we should make an appointment through Orange Grove. Surprised!!! But because of the passion of wanting to seek peace in our lifetime, we then obliged. With yet no response to our letter, we then went ahead to write straight to the SAU who also did not respond to our letters. On Wednesday, 30 May 2018, we dispatched a letter stating our resolve of a definite visit to SAU on the following day Thursday May 31, 2018.*

5. *Indeed Thursday May 31, 2018. No. 2 Fairview Street, Bloemfontein, a 2013 Feb 24 crime scene turned into something else when an innocent security man was used to fight battles he was not aware of. Simply put, he was carrying out an instruction from his bosses in that if our names were on the list he showed us, then access was categorically denied. Meantime we were being pelted by rain on a cold Mangaung day. What disrespect to be attended to by a security man and denied access. What rejection by your own for them to sit inside the warmth of a building under great Christian and Bishopry guise and pretence. We left Bloemfontein SAU portals wet, dejected and humiliated. Rejected by your own, or supposedly yours.*

6. *We agreed to attend the June 5, 2018 Parktonian Hotel meeting. We both extensively and at length debated on the status of meeting and the Chairpersonship and agreed to temporarily give Chairpersonship to SAU with a clear instruction that he should not be biased. We also discussed the agenda and later agreed on that. We vehemently rejected the unilaterally set up session date of June 24, 2018 and left the meeting on that note: Both parties agreed to subsequently submit barrier breaker points which together, with the agenda will serve as perimeters for discussions on our next meeting whose date was later settled for May 19,2018. Finally the house agreed to SAU to write a statement to both TOC Alberton and TOC Orange Grove which was released on June 06, 2018 to the excitement of the TRANS ORANGE CONFERENCE AT LARGE. Further we requested the SAU and SID to stop taking sides but start take their position, that of uniting a*

bleeding and haemorrhaging TRANS ORANGE CONFERENCE. We want all to kindly note that the June 05, 2018 meeting was necessarily entered into because of Alberton persuasions with our brothers. And therefore that gathering was not a formal meeting but just talks about talks. (thus no minutes and Pastor Kunene's statement)

7. ***On June 13 we then responded to their letter that was requesting us to agree with them to postpone session solely because they wanted to inform their Churches. Our response was it would be best for us to discuss and agree to that in our scheduled Tuesday 19, 2018 meeting and also that we were yet to consult our Executive Committee and later revert.***

8. ***We suspect that the spark of bad blood emanated from there as it remains difficult for pinpoint a matter along the way that would have led to Orange Grove side-lining us on a matter as important as this one.***

9. ***Having done so much for the unity of the Church since March 29, 2018, it is so surprising and smacking of dishonesty to be labelled "uncooperative" and that "there is no meeting of minds".***

10. ***What more could we have done, when someone did wrong against and you keep going to them seeking peace. What more could we have done when judge pronounced you right and you continue seeking peace but your brothers keep ostracising and kicking you out.***

Our God is still great today and beyond and has placed his people in his Church at this day and age to work towards peace and reconciliation and fortunately you are One of those people: ***"For if you remain silent at this time, relief and deliverance for the Jews will arise from another place, but you and your father's family will perish. And who knows but that you have come to your royal position for such a time as this?" ... When this is done, I will go to the king, even though it is against the law. And if I perish, I perish."*** Esther 4:14 &16. *For* ***"the greatest want of the world today is the want of men and women who will not be bought or sold. Men who in their innermost souls are true and honest, men and women who do not fear to call sin by its right name, men and women whose conscience is as true to duty as the needle to the pole. Men and women who will stand for the right, though the heavens fall. Edu. p. 57.***

What will you do for peace and reconciliation in the TRANS ORANGE CONFERENCE SDA in your life-time. ***"Blessed are the peacemakers for they will be called children of God. Matthew 5:9***

The Lord be with you all the way!!! Blessed Sabbath ahead!!!!

Yours still in the Master's workshop

TEBOGO SEGOPA ***(Pastor)***
Executive Secretary
Mobile: 072-060-0365
Email: executivesecretary@tocalberton.org.za

ANNEXURE 74: 11 JULY 2018 TOC-A LETTER

54

Trans Orange Conference

P O Box 146271
Bracken Gardens
1452

2nd Floor, Old Mutual Building
31 Cnr. Helston & Newquay Rds
New Redruth
Alberton
1449

011 907 0893/011 907 0926
Fax: 086 425 8628

11 July 2018

SOUTHERN AFRICA UNION CONFERENCE
The Secretary **Pastor T. KUNENE**
The President **Dr. D. Spencer**
P.O. BOX 468
BLOEMFONTEIN
9300

kunenet@adventist.org.za
spencerd@adventist.org.za

RE: A REQUEST FOR A MEETING

Dear Union Leadership

a) Whereas Judge Dippenaar gave a ruling that seeks to unite the Trans Orange Conference.

b) Whereas there is an impasse over the reconciliation process as set out on the Judgement,

c) Whereas TOC Alberton has been and is still pursuing ways and means leading to a united, peaceful and a reconciled Conference

We hereby once more make a formal request to the SAUC Administrations to set up a meeting with us for Monday 16, July 2018 at a time and venue suitable to you.

We regard our engagement with you as an urgent and a serious matter and that hereon hinges the unity and progress of the Saints in the Trans Orange Conference.

We remain trusting, hoping and believing that our humble request will be acceded to.

Yours still in the Master's Workshop

TEBOGO SEGOPA
TOC Executive Secretary
Mobile: 072-060-0365
Email: executivesecretary@tocalberton.org.za

ANNEXURE 75: 13 JULY 2018 LETTER FROM SAU TO TOC-A

55

TOC Alberton Reception

From: Juanita Zietsman <ZietsmanJ@sau.adventist.org>
Sent: Friday, 13 July 2018 12:02 PM
To: info@tocalberton.org.za
Cc: Trevor Kunene; Eric Odendaal; makuwap@toc.adventist.org; reyneker@sid.adventist.org; spencerd@sau.adventist.org; ma.setsiba@gmail.com; bishopnemaranzhe@gmail.com; pp.mbedzi@gmail.com; shongwep@toc.adventist.org; nteo@toc.adventist.org; maposa@sid.adventist.org
Subject: RE: REQUEST FOR A MEETING
Attachments: Ps Segopa.pdf

Good Morning

Please see the attached correspondences regarding the request for a meeting.
Please also note that for record purposes we are copying the following people:

- Ps T Kunene
- Dr D Spencer
- Mr E Odendaal
- Ps Setsiba
- Ps Nemaranzhe
- Dr Mbedzi
- Dr Shongwe
- Dr Makuwa
- Ps Nteo
- Ps Reyneke
- Dr Maposa

Kind Regards

Juanita Zietsman
Secretarial
Receptionist
Southern Africa Union Conference of Seventh-day Adventists'

+27 51 447 8271

2 Fairview street
Naval Hill
Bloemfontein

zietsmanj@sau.adventist.org

From: Trevor Kunene [mailto:kunenet@sau.adventist.org]
Sent: 13 July 2018 11:52 AM
To: zietsmanj@sau.adventist.org
Subject: Fwd: REQUEST FOR A MEETING

Yours sincerely,

TM Kunene
Executive Secretary – Southern Africa Union

1

ANNEXURE 76: 28 JUNE 2018 LETTER FROM TOC-OG (SHONGWE)

63

Seventh-day Adventist Church

Dr Paulus Shongwe
TOC President

17 Louis road
Orchards, 2192
P.O. Box 46061,
Orange Grove, 2119
+27 11 640 3084
+27 60 997 6283
president@toc.adventist.org

28 June 2018

TO ALL PASTORS & CHURCHES
TOC

Dear Brothers & Sisters

The Trans Orange Conference family would like to praise God for the successful Session in Bloemfontein and would like to express a hearty gratitude to all churches and members who dedicated their time in fasting and prayer for the recently concluded session. It is only by the grace of God that we have been able to come out with the outcome such as we have.

In the words of Ellen G. White it says: "Prayer is the opening of the heart to God as to a friend. Not that it is necessary in order to make known to God what we are, but in order to enable us to receive Him. Prayer does not bring God down to us, but brings us up to Him." (Steps to Christ, 93).

We do not know the road ahead but the God we worship, knows not only yesterday but today and tomorrow into infinity. Let us continue to put our whole trust in Him.

God bless.

Yours in His service

TOSC

PP DR PAUL SHONGWE
TOC PRESIDENT

Trans-Orange Conference

ANNEXURE 77: 23 JUNE 2022 TOC-A RESOLUTION TO LITIGATE

FA 1

SEVENTH-DAY ADVENTIST CHURCH
Trans Orange Conference

P O Box 181
ALBERTON 1450

2nd Floor, Old Mutual Building
31 Cnr. Helston & NewQuay Rds
New Redruth
Alberton
1449

011 907 0926
Fax: 086 425 8628

23 June 2022

TO WHOM IT MAY CONCERN

RE: RESOLUTION OF THE TOC EXECUTIVE TO INSTITUTE CIVIL LITIGATION/
PRESTIGE PARK OR OTHERS

The Executive of the Trans Orange Conference in its sitting of the **30 of October 2021** took a resolution to institute legal proceedings against Prestige Park and Others over the sale and transfer of the erstwhile **Diswilmar Farms** by SEDCOM.

It further voted to use the affidavit of **Brother Bonke Andrew Mkhonto** in these proceedings.

And appoint **Setsiba Attorneys** as their attorney of record in these proceedings.

Yours faithfully

TEBOGO SEGOPA (*Pastor*)
Executive Secretary
Mobile: 072 060 0365
executivesecretary@tocalberton.org.za

ANNEXURE 78: SEDCOM MEMORANDUM OF ASSOCIATION

Memorandum

and

Articles of Association

of the

"Seventh-day Adventist Community of Africa, (Incorporated.)"

1

Folio 2194

Certificate under Section 62
"The Companies Act, 1892"

I WILLIAM DE NEUFVILLE LUCAS, Registrar of Deeds at Cape Town, in the Province of the Cape of Good Hope, do hereby certify that the "SEVENTH-DAY ADVENTIST COMMUNITY OF AFRICA (INCORPORATED)" was this day incorporated as a Company under the provisions of "The Companies Act, 1892," with limited liability.

Witness my hand and Seal of Office, at Cape Town, this 19th day of July, 1921.

W de N. LUCAS,
Registrar of Deeds.

SEAL

MEMORANDUM OF ASSOCIATION

of the

"Seventh-Day Adventist Community of Africa (Incorporated)"

1. The name of the Association is *'Seventh-day Adventist Community of Africa, (Incorporated.)"*

2. The registered office of the Association shall be situate at 110 Selborne Avenue, Bloemfontein,O.F.S.

3. The liability of the members is limited.

4. The initial capital of the Association shall be one thousand pounds, divided into twenty thousand shares of one shilling each.

5. The objects of the Association are:

(a) To improve moral and religious knowledge throughout the continent of Africa and the adjacent islands.

(b) To establish, organize and promote churches, schools and organizations.

(c) To establish, maintain and operate publishing houses, medical or health institutions.

(d) To print and distribute publications of any and every description likely to promote the objects of the Association.

(e) To inaugurate, support and control missions and missionary agents.

(f) To make use of whatever instrumentalities and methods may be deemed appropriate and available for, and tending to, the advancement of the ends and aims of the Association.

(g) To receive and administer loans, gifts and deposits of money or securities for and in connection with the objects of the Association.

(h) To make provision for the maintenance and support of workers and of persons employed by and on behalf of the Association and to grant pensions and annuities.

(j) To make advances with or without securities to institutions or persons acting under or co-operating with the Association.

(k) To acquire, hold and secure title to landed property.

(l) To deal in real and personal assets and mixed estates throughout Africa or the adjacent islands.

(m) To obtain control of and utilize on trust or otherwise, any and every real or personal asset proper or convenient for the purpose of the Association, "and to accept transfer of immovable property on behalf of the Cape Conference of Seventh-day Adventists or any or all of the various Conferences of Seventh-day Adventists in South Africa, whether local Conferences, Union Conferences, Union Missions, or any other religious body or institution established under the Constitution of the General Conference of Seventh-day Adventists under whatsoever name, and as such trustee to receive and accept transfer of any such properties from any existing or future trustees, and generally and in all respects to act as trustee for any of the aforesaid conferences and bodies". *

(*printed as amended by special Resolution passed on December 21, 1932 and confirmed January 6, 1933.)

(n) To alienate, pledge, encumber, sell and convey the assets of the Association in accordance with the terms of the Incorporation thereof.

(o) To convey land and houses and to lease dwellings and to mortgage or pledge assets according as may be requested or expedient for the purpose of the Association.

(p) To acquire premises and take over estates and property suitable for the requirements of the Association or the several institutions thereof.

(g) To establish, equip, and maintain missions and schools of approved character.

(r) To support, protect, and improve the character, interest, status and qualifications of any institutions controlled by or appertaining to or associated with the Association.

(s) To promote religious education and knowledge in accordance with the doctrines and principles of the Seventh-day Adventist Community.

(t) To provide that the institutions and branches of the Association shall be visited from time to time and be under the supervision and control of the governing body of the Association.

(u) To establish, maintain, control, and support, or aid in the establishment, maintenance, control or support of missions or institutions suitable and appropriate for teaching and for the care and maintenance of teachers, pupils or others connected with the Association.

(v) To concert or promote measures for the advancement and improvement of religious instruction and education generally and to co-operate with local authorities or other bodies in the advancement of education, secular or religious in any part of Africa.

(w) To print, publish and issue gratuitously or otherwise pamphlets or other literature deemed expedient for the purposes of the Association or for the advancement of the objects thereof.

(x) To promote, support, or oppose legislative or other measures affecting or calculated to affect directly or indirectly the interest of the Association in the usual establishments thereof, or the members thereof.

(y) To provide for the admission and expulsion of members and to regulate the privileges and benefits extended to them and to the persons for the time being in the employ of the Association.

(z) To establish, maintain, control, and manage branches of the Association in Africa and elsewhere as may seem expedient, and from time to time to determine the constitution, rights, and privileges, obligations and duties of each branch and when thought fit to modify or dissolve the same.

(aa) To organize, and form local committees with a view to providing for the management and control of establishments, missions, or institutions from time to time owned or supported by the Association, and to define the functions and prescribe the duties and determine the powers of each such committee.

(bb) To obtain subscriptions or donations from persons or companies whether members of the Association or not, who are desirous of supporting the same or furthering the objects thereof.

(cc) To allow any other associations having objects altogether or in part similar to those of this Association, and which associations prohibit any payment of dividend or profit to their members, to become affiliated herewith, and from time to time to determine the terms and conditions of affiliation and the rights, privileges and obligations of the affiliated associations, and at any time to determine such affiliation.

(dd) To borrow any moneys required for the purpose of the Association upon such terms and on such securities as may be determined by the council thereof.

(ee) To acquire by purchase or on lease immovable property and buildings for use as an institute, college, school, reading rooms or lecture rooms, and any other property convenient for the advancement of the above objects or any of them.

(ff) To provide for the letting, sub-letting, re-sale, pledge, mortgage, or otherwise dispose of or deal with any land, buildings, or other property of the Association from time to time.

(gg) To purchase, acquire, or otherwise form a library or libraries, lecture halls, churches, halls.

(hh) To provide opportunities for religious instruction and for intercourse amongst the attendants at the institutions or missions owned or controlled by the Association, and to give facilities for the reading of papers and for the delivery of lectures and any other means of acquiring useful information connected with the interest of the Association or the advancement of its objects.

(jj) To invest the moneys of the Association not immediately required in such manner as may be from time to time determined by the council.

(kk) To obtain an Act of Parliament or an Ordinance of any Provincial Council for the incorporation, extension or dissolution of the Association, and the re-incorporation of its members for any of these objects and any other Act or Ordinance which may seem conducive to any of these objects.

(ll) To do such lawful things as are incidental or conducive to the attainment of the above objects, or any of them.

6. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects for which the Association has been founded, as set forth in this memorandum of association, and no portion thereof shall be paid or transferred directly or indirectly by way of profit to the persons who at any time are or shall have been members of the Association, or to any of them. Nothing herein contained however shall prevent the payment in good faith of remuneration to any officers or servants of the Association, or to any member thereof or other person, in return for any services actually rendered to the Association nor prevent the payment of interest on money borrowed from any member of the Association.

7. The preceding clause of this memorandum is and remains a condition on which a license has been granted in pursuance of section 62 of the Cape Companies' Act of 1892, and the terms thereof shall be strictly observed.

8. If upon a winding up or dissolution of the Association there remain after satisfaction of debts and liabilities any property whatsoever, the same shall not be paid to nor distributed amongst the members of the Association but shall be given or transferred to some other institution having objects similar to those of this Association as may be selected and determined by the members of the Association at or before the time of dissolution, and in default thereof, by the Supreme Court of South Africa.

9. True accounts shall be kept of the sums of money received and expended by the Association, and the manner in respect of which such receipt and expenditure takes place and of the property, credits and liabilities of the Association shall be open to the inspection of the members, always subject to any reasonable restriction as to the time and manner of inspecting the same that may be imposed in conformity with the regulations of the Association for the time being

10. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association, and we severally agree to take the number of shares in the capital thereof set opposite our respective names.

Names, addresses and descriptions of Subscribers	No. of Shares taken
George Carloss Jenks, Missionary, Markham Road, Claremont, Cape	Five
Benjamin Ernest Beddoe, Minister of Religion, Rosmead Avenue, Kenilworth, Cape	Five
John William MacNeil, Minister of Religion, 56 Roeland Street, Cape Town.	Five
John William MacNeil, Minister of Religion, 56 Roeland Street, Cape Town.	Five
Homer Cleveland Olmstead, Minister of Religion Stella Street, Oaklands, Johannesburg, Tvl.	Five
Johann Josef Birkenstock, Minister of Religion, Stranack Street, Pietermaritzburg, Natal.	Five
Walter Edward Straw, Minister of Religion, Rosmead Avenue, Kenilworth, Cape.	Five
Dores Eugene Robinson, Editor, Rosmead Avenue, Kenilworth, Cape.	Five
William Henry Branson, Minister of Religion, Grove Avenue, Claremont, Cape.	Five
William Bazett Commin, Accountant, Rosmead Avenue, Kenilworth, Cape.	Five

Witness *to all the above Signatures,*
Percival William Willmore,
Rosmead Avenue, Kenilworth, Cape.

June 27, 1921.

ARTICLES OF ASSOCIATION

of the

"Seventh-Day Adventist Community of Africa (Incorporated)"

Interpretation

1. In the memorandum of association and these articles, unless there is something in the subject or context inconsistent therewith, words importing the singular number also include the plural number (and vice versa), words importing persons include corporations. 'The Office" means the registered office of the Association, for the time being. 'Month" means calendar month. "In writing' means written or printed or partly written and partly printed.

2. These articles shall otherwise be construed with reference to the provisions of *"The Cape Companies' Act, 1892,"* and terms used in these articles shall be taken as having the same representative meanings as they have when used in such Act.

3. The Association is established for the purposes of and with the objects expressed in the Memorandum of Association.

4. The business of the Association may be commenced immediately after the incorporation thereof.

Membership

5. Subscribers to the Association may consist of the office bearers thereof and of other persons comprising the several executive or other committees from time to time appointed or recognized by conferences, missions or institutions of Seventh-day Adventists in Africa or the islands adjacent thereto.

6. Every subscriber of this Association shall be entitled to have his name entered in the register of members.

7. There shall be eligible for admission and to continue as subscribing members of the Association only such persons as are approved of by the Association in general meeting.

8. Every application for admission or recognition as a subscribing member of the Association shall be made in such form as may from time to time be prescribed by the Council.

9. No person shall be recognized as a subscribing member and entitled to vote as such or take part in the affairs of the Association until he shall have made such payment or donation to the funds of the Association as shall have been prescribed.

10. Each applicant must be proposed by one and seconded by another subscribing member of the Association.

11. A candidate shall be elected to hold a share only when a majority of the subscribing members present at a duly convened meeting are in favour of his selection.

Resignation, or Suspension from Membership

12. Any subscribing member may resign by giving written notice to the Secretary of his intention to resign.

13. Any subscribing member whose conduct in the opinion of the Council is considered detrimental to the interests of the Association, may, by the votes of at least three-fourths of the members of the Council present, be suspended from membership, pending the decision of the Association in general meeting.

Transfer and Transmission of Shares

14. Whenever a subscribing member should die, become insolvent or cease to be a member of the Committee or Institution associated with the Seventh-day Adventist Community, whatever shares may be registered in his name shall pass under the control of the Council who shall take steps to have them transferred to and registered in the name of some other qualified person.

Administration

15. The management of the Association and the custody of the funds and property thereof shall vest in a Council consisting of a president and one or more vice presidents, together with not less than say seven other councilors selected in manner prescribed therein.

16. Notices of meeting of the Association may be given by advertisement or by circular or by communication addressed to the Secretary of any local body, committee, conference, or institution entitled to nominate subscribing members of the Association.

17. Each subscribing member shall furnish the Secretary of the Association with an address within the Union of South Africa whereat communications intended for such subscribing member shall be received.

18. The First Council shall consist of:

President: W. H. Branson, Grove Avenue, Claremont, Cape Province.

Vice-President: B. E. Beddoe, Rosmead Avenue, Kenilworth, Cape Province.

Councilors: W. B. Commin, Rosmead Avenue, Kenilworth, Cape Province.

W. F. Straw, Main Street, Bulawayo, Rhodesia.

G. C. Jenks, Markham Road, Claremont, Cape Province.

U. Bender, P.O. Box 124, Ladysmith, Natal.

J. W. MacNeil, 56 Roeland Street, Cape Town.

D. E. Robinson, Rosmead Avenue, Kenilworth, Cape Province.

H. C. Olmstead, Stella Street, Oaklands, Johannesburg, Transvaal.

19. The Council shall be elected every alternate year by the Association in general meeting.

20. Candidates for the Council shall be nominated and thereafter be elected in accordance with bye-laws and regulations on the subject framed from time to time by the Council.

21. In the event of nominations for the Councilors to be elected exceeding the number of such vacancies on the Council, election shall be by ballot and be carried out in such manner as the Chairman of the Council for the time being shall prescribe.

22. If any subscribing member of the Council ceases to be a subscribing member of the Association, he shall thereupon cease to be a member of the Council.

23. The Council shall have the general superintendence and control of the affairs of the Association, and (without prejudice to the extent of such general power) shall have the following special power and duties:

(a) They shall have the superintendence, control and disposition of the funds and property of the Association, having regard only to the promotion and furtherance of the objects of the Association.

(b) They may bring before a general meeting of the Association any matter which they consider material to the Association or its objects, or which appears to them to affect the interests of the Association, and make any recommendations in relation thereto.

(c) They may take cognizance of any matter which may be brought before them affecting the Association or the conduct of any of the members.

(d) They may make, and from time to time alter and annul bye-laws subject to the approval of the members of the Association, either present in person or represented by proxy, provided that bye-laws so made and altered shall not be inconsistent with these presents, or the rules and regulations for the time being in force for, or in relation to, the hereinbefore recited objects of the Association or the government or management of its affairs.

(e) They may direct the completion of any contract for the purchase, sale, hire, lease, mortgage or other disposition of any movable or immovable property, for or on behalf of the Association.

(f) They may appoint from amongst themselves a secretary, treasurer, and other officials of the Association, determine and define their respective functions and duties and fix remuneration for each.

(g) They may appoint sub-committees from among themselves and delegate any of their powers to such sub-committees.

(h) They may form or support missions or branch organizations or other institutions and appoint local sub-committees and such officers for the superintendence thereof, as may be deemed necessary.

24. One-third of the Council present at any meeting of the Council duly convened, shall constitute a quorum with power to act.

25. Three members of a sub-committee present at any meeting of a sub-committee duly convened, shall constitute a quorum with power to act.

26. In the event of any vacancy occurring in the Council during the interval either by death, resignation, disqualification, permanent absence, or from any other reason, each vacancy may be filled by an appointment made by the remaining members of the Council, and such appointment shall hold good until the next general meeting of the Association, at which such member so appointed may submit himself for re-election. Should no such appointment be made, the remaining members may act, provided that not less than seven members continue in office.

27. At the first meeting of the Council in each year a president and one or more vice presidents shall be elected.

28. The president or failing him a vice president shall preside at each meeting of the Council.

29. Meetings of the Council, local or sub-committees shall be held at such times as they may determine.

30. The president, or failing him a vice president shall be ex officio a member of every local or sub-committee for whatever purpose constituted, and as such entitled to take the Chair, otherwise a chairman shall be elected from those present.

31. In the event of a difference of opinion at any meeting the majority shall rule the minority (except where otherwise required by the rules, regulations or bye-laws for the time being in force), and in case of an equality of votes, the president or chairman shall have a casting vote in addition to his deliberate vote as a member of the Council, local or sub-committee.

32. Meetings of the Council, local or sub-committees, shall be convened by notice sent to each member by the Secretary thereof, such notice shall state the principal business to be dealt with.

33. An emergency meeting of the Council may be called at any time by the President, or in the case of a local or subcommittee by the Chairman thereof, upon a requisition signed by not less than three members of the Council or local subcommittee, but a meeting shall be held within three days of the receipt by the Secretary of the requisition.

34. A special general meeting of the Association may, by a resolution, passed by a vote of at least two-thirds of the members present in person, remove any member of the Council before the expiration of his period of office, and may appoint another member in his stead.

35. The minutes of each meeting of the Council, local or sub-committee, when signed by the Chairman at a following meeting shall, in the absence of fraud, be taken as conclusive evidence of the transactions recorded therein.

36. "The Association shall hold its Annual Meeting during the month of November or on such other date as the members of the Council may from time to time determine with due regard to the provisions of Section 59 (1) Act 46 of 1926,"* for the purpose of:

(a) Transacting the business of the Association.

(b) Receiving the report or return of the members elected to fill vacancies on the Council.

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*Printed as amended by special Resolution passed on April 15, 1931 and confirmed April 30, 1931.

(c) Electing an auditor or auditors, and fixing the remuneration thereof.

(d) Receiving the report from the Council on the past year's transactions and accounts.

(e) Receiving the accounts for the past year with the auditor's report thereon.

(f) Electing a fresh Council.

(g) Discussing questions incidental to the Association and its members.

37. The Treasurer shall as soon as possible after the close of the financial year of the Association deliver to the auditor a full statement of the income and expenditure of the Association for the year ending the thirtieth day of September last preceding, together with a balance sheet setting forth the position of the Association on such date, and the auditor shall examine into the matters and figures therein stated and report thereon in writing, and such report shall be delivered to the Secretary and shall be read along with the statement and balance sheet at the bi-annual general meeting.

38. The Secretary shall, not less than fourteen days previous to each general meeting of the Association, give notice, stating the day, place and hour of the meeting, and in the case of special general meetings the purpose of such meetings, but the non-receipt of such notice by any member shall not invalidate the proceedings at any meeting.

39. The Council may at any time call a special general meeting of the Association, but shall do so on receipt of a requisition in writing expressing the object of the proposed meeting and signed by not less than fifteen members of the Association, in which latter case notices convening the meeting shall be issued within fourteen days from the receipt of the requisition.

40. At each bi-annual or special general meeting, no business shall be transacted unless there be a quorum present, such quorum to consist of seven members. If within thirty minutes after the time appointed, a quorum be not formed, the meeting shall stand adjourned for a week, to be then

held at the same place and hour, whereupon the meeting shall proceed to business, whatever be the number of members present.

41. At all meetings of the Association the President shall act as chairman hut in his absence a vice president, or failing both, a chairman shall be selected from the members of the Council, and in their absence from the subscribing members of the Association.

42. Every resolution or amendment proposed and seconded at a meeting of the Association shall be put to the meeting by the Chairman, and decided by a show of hands, and a declaration of the Chairman as to a majority shall (unless a poll be forthwith demanded by three of the members present) be final and notwithstanding the demand for a poll, the meeting shall continue for the transaction of other business in respect of which a poll has not been demanded.

43. Members may vote either personally or by proxy, every proxy being a member.

44. No subscribing member shall be entitled to vote by proxy in respect of any resolution required to be passed by the votes of persons actually present at the general meeting of members, at which such resolution may be submitted, or in connection with the election of councilors.

45. In case of an equality of votes, the Chairman shall have a casting vote in addition to his vote as a subscribing member of the Association.

46. The minutes of any general meeting shall be written in a book, and signed by the Chairman of each meeting within fourteen days from date of holding such meeting, and when so signed shall become binding upon all members of the Association so far as regards matters minuted.

Financial.

47. The income of the Association shall be lodged with the bankers of the Association, and all payments shall be made by cheque signed by the Treasurer, by the Secretary, or by such officers of the Association as the Council may from time to time determine.

48. The accounts of the Association shall be closed on the thirtieth day of September in each year, and the balance sheet and statements of account, together with the report of the Council, shall be made available for the inspection of members previous to or at the annual general meeting of the Association.

Trustees

49. The landed property of the Association shall be registered in the name thereof, but powers of attorney to alienate or to mortgage or pledge, or otherwise deal with the same shall be executed on behalf of the Association by three trustees pursuant to a resolution of the Council.

50. The trustees shall include:

(a) The president for the time being of the Association.

(b) Or in his absence a vice president of the Association,

(c) Two other persons nominated by the Council who may by resolution fill whatever vacancy that may occur.

Common Seal

51. The Association shall have a common seal, of which the Secretary shall be custodian, and all documents to which it shall he necessary to affix the same shall be signed by two members of the Council, and countersigned by the Secretary. The Secretary shall use the seal only when authorized by the Council.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into an Association in pursuance of these Articles of Association, and we severally agree to take the number of shares in the capital thereof set opposite our respective names.

Names, addresses and descriptions of Subscribers	No of Shares taken
George Carloss Jenks, Missionary, Markham Road, Claremont, Cape	Five
Benjamin Ernest Beddoe, Minister of Religion, Rosmead Avenue, Kenilworth, Cape	Five
John William MacNeil, Minister of Religion, 56 Roeland Street, Cape Town.	Five
John William MacNeil, Minister of Religion, 56 Roeland Street, Cape Town.	Five
Homer Cleveland Olmstead, Minister of Religion Stella Street, Oaklands, Johannesburg, Tvl.	Five
Johann Josef Birkenstock, Minister of Religion, Stranack Street, Pietermaritzburg, Natal.	Five
Walter Edward Straw, Minister of Religion, Rosmead Avenue, Kenilworth, Cape.	Five
Dores Eugene Robinson, Editor, Rosmead Avenue, Kenilworth, Cape.	Five
William Henry Branson, Minister of Religion, Grove Avenue, Claremont, Cape.	Five
William Bazett Commin, Accountant, Rosmead Avenue, Kenilworth, Cape.	Five

Witness *to a/l the above Signatures,*
Percival William Willmore,
Rosmead Avenue, Kenilworth, Cape.

June 27, 1921.

19

THE COMPANIES ACT, 1926

Special Resolution

OF

Seventh-day Adventist Community of Africa
(Incorporated)

Passed 21st December, 1932
Confirmed 6th January, 1933.

"WHEREAS this Company exists primarily for the holding of immovable property on behalf of and for the benefit of the Seventh-day Adventist Community in its various branches and forms throughout South Africa, and various properties have been registered in its name,

AND WHEREAS the Registrar of Deeds at Cape Town has raised doubts whether the objects clauses of the Company are sufficiently wide to authorize transfer to it of immovable property as trustee for and on behalf of the Cape Conference of Seventh-day Adventists or any of the various conferences of Seventh-day Adventists throughout South Africa, and it is desirable to remove all doubts on this score,

NOW THEREFORE it is resolved that Paragraph 5 of the Memorandum of Association of the Company be amended by the addition to sub-paragraph (m) thereof of the following words:

> "and to accept transfer of immovable property on behalf of the Cape Conference of Seventh-day Adventists or any or all of the various Conferences of Seventh-day Adventists in South Africa, whether local Conferences, Union Conferences, Union Missions, or any other religious body or institution established under the Constitution of the General Conference of Seventh-day Adventists under whatsoever name, and as such trustee to receive and accept transfer of any such properties from any existing or future trustees, and generally and in all respects to act as trustee for any of the aforesaid conferences and bodies."

THE COMPANIES ACT, 1926

Special Resolution

OF

Seventh-day Adventist Community of Africa (Incorporated).

Passed on the 15th day of April 1931.

Confirmed on the 30th day of April 1931.

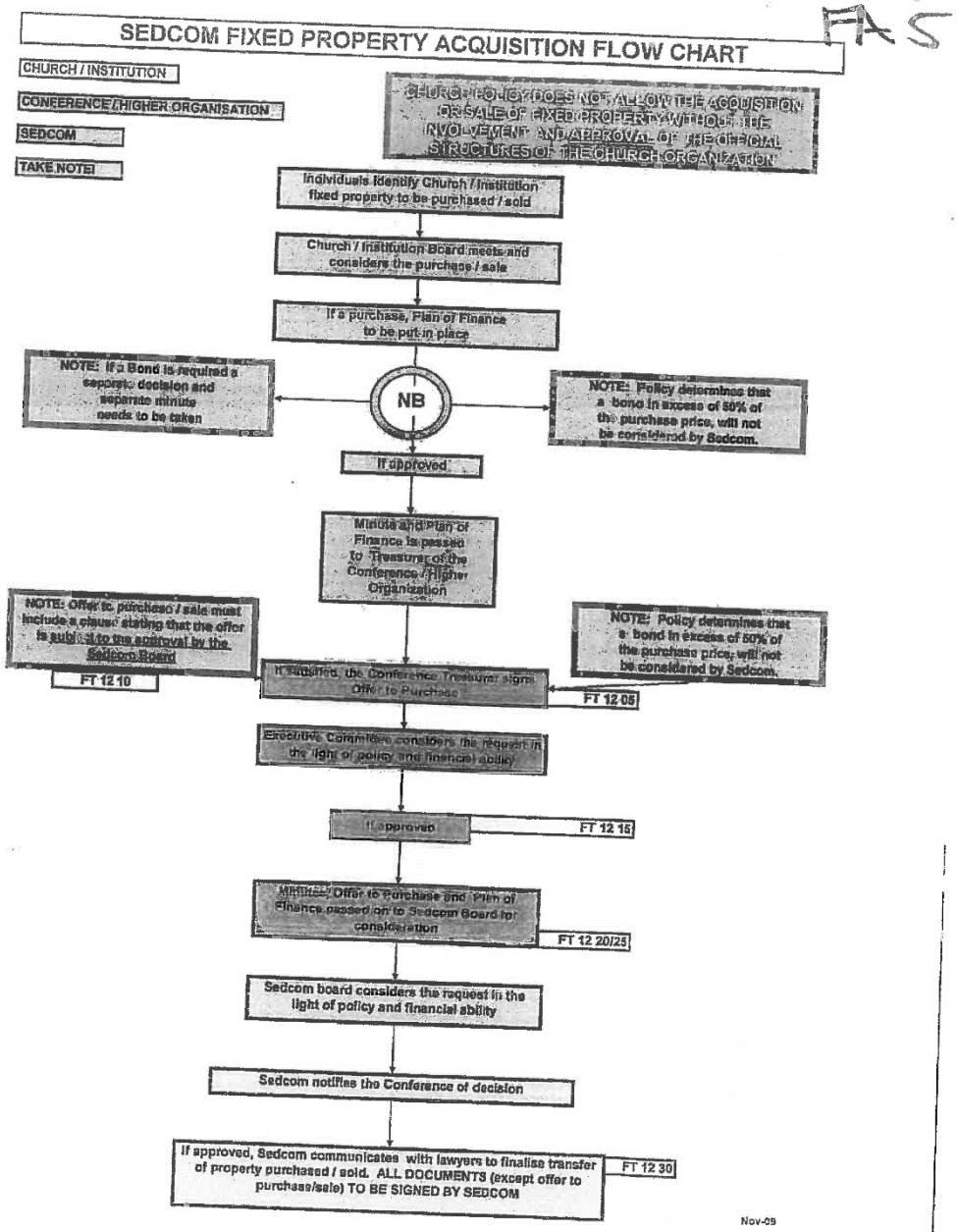
"THAT the opening paragraph of Article 36 is hereby amended to read:

> "The Association shall hold its Annual Meeting during the month of November or on such other date as the members of the Council may from time to time determine, with due regard to the provisions of Section 59 (1) Act 46 of 1926.'

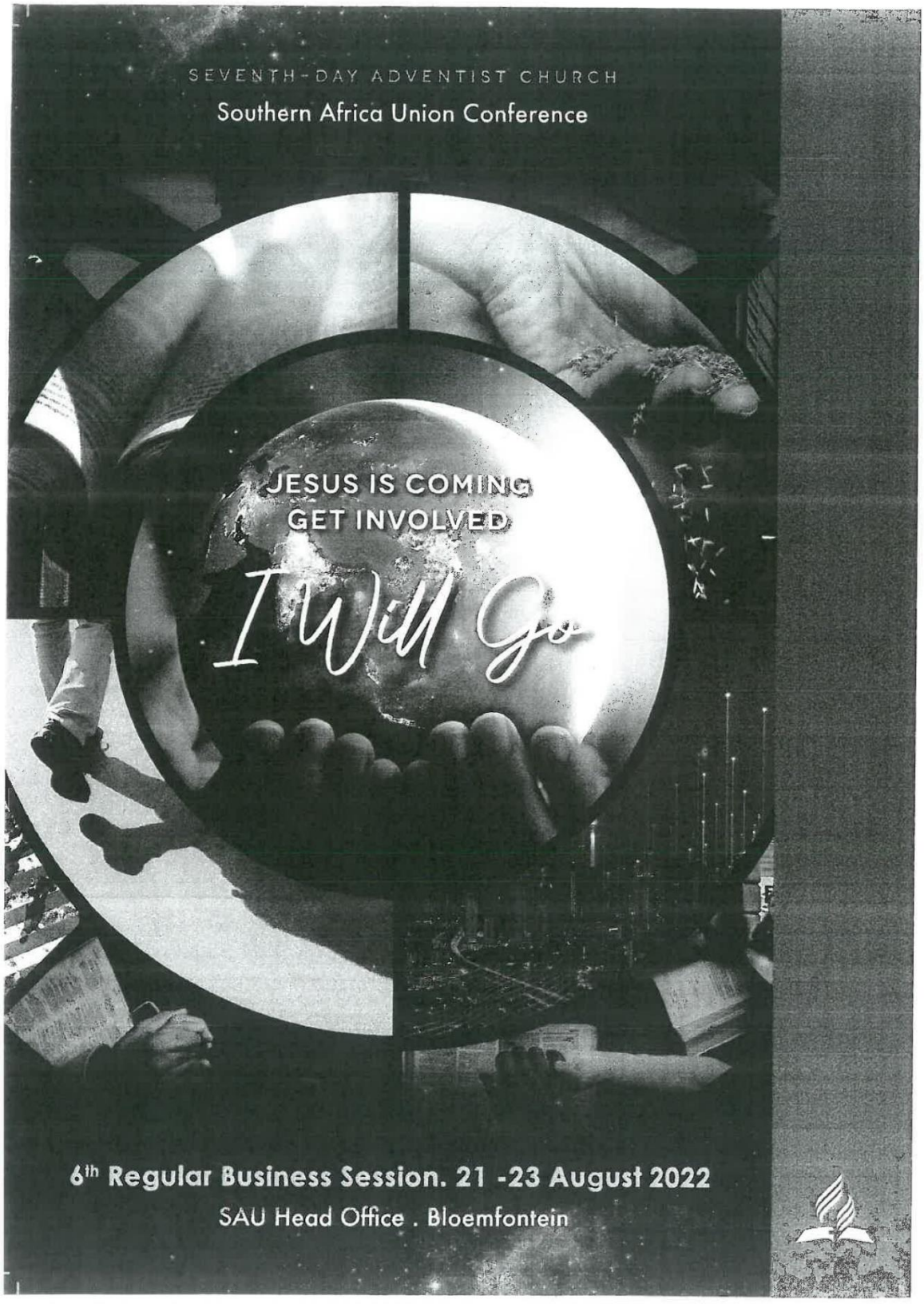
A. F. NELSON,

Secretary.

ANNEXURE 79: SEDCOM FIXED PROPERTY FLOW CHART



ANNEXURE 80: AUGUST 2022 SAU SESSION REPORT ON SEDCOM



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Southern Africa Union
Conference of the Seventh-day Adventist Church

Secretariat

Business Session Notice

Notice is hereby given in terms of the constitution of the Southern Africa Union Conference that the 6th Regular Business Session of the Southern Africa Union Conference of the Seventh-day Adventist Church will be held at the SAU head Office 2 Fairview Street, Bloemfontein from Sunday, 21 August 2022, to Tuesday, 23 August 2022 to:

1. Receive reports of the activities and finances of the Union Conference for the past quinquennium.
2. Elect officers and departmental directors and appoint an executive committee and boards for the ensuing quinquennium.
3. To transact such other business as may properly come before the session.

The first meeting will convene on Sunday, 21 August 2022 at 15h00.

D.C. Spencer – Chairman
T.M. Kunene – Secretary

SOUTHERN AFRICA UNION CONFERENCE SESSION REPORT: SEDCOM, SEDMED AND TRUST SERVICES

1. INTRODUCTION

The General Conference (GC) and Southern Africa-Indian Ocean Division (SID) Working Policy determines that church properties shall be held in the name of an appropriate non-denominational corporate entity, not by individuals, trustees, or local congregations.

GC Working Policy, S 55 05, determines:

Church properties and other assets shall be held in the name of an appropriate denominational corporate entity, not by individuals, trustees, or local congregations.

The SID Working Policy, BA 25 20 and S 60 05, state:

Division policies may provide for the division and/or unions within the division's territory to establish a corporation for the purpose of holding title to denominational property. In such cases, the properties are held in trust for the denomination or other legal entities such as institutions. The corporation in this case facilitates the documentation and procedures necessary for the legitimate property ownership by the Church and its various organisations.

Church properties and other assets shall be held in the name of an appropriate denominational corporate entity, not by individuals, trustees, or local congregations.

In accordance with the above policy directives by GC and SID, the Southern Africa Union Conference (SAU), has a designated corporate entity for the holding of denominationally owned fixed properties. Sedcom, a non-profit company, is the fixed property holding corporate entity of the Seventh-day Adventist Church in Southern Africa.

The SAU Working Policy, FT 05 05 and 05 10 states:

SEDCOM has been established to serve the SAU and local conferences and institutions in their territories, as trustee of real estate and of charitable trust assets.

As a corporate body SEDCOM shall be controlled by its members through its board and officers and operated in accordance with its Memorandum and Articles of Association. In reality, however, SEDCOM is a specialized service of the SAU. The SAU is recognized as the parent organization, with the corporate body acting in its official capacity to accomplish certain legal or secular duties for and on behalf of the SAU and local conferences and institutions, but with the full knowledge and concurrence of the SAU committee regarding the basic activities, and in accordance with SEDCOM Constitution.

The SAU Working Policy and Constitution determines that Sedcom shall be the legal corporation for the holding of property and the transaction of all business pertaining thereto on behalf of the organisations and institutions within the SAU. Therefore, all properties owned by or transferred to the denomination shall be registered in the name of the legal corporation, Sedcom.

2. HISTORY AND OPERATIONAL STRUCTURE

At its incorporation in 1921 the company's name was registered as: The Seventh-day Adventist Community of Africa (Incorporated).

On 27 May 1983 the Company's name, in terms of Section 21 of the Companies Act (Act 61 of 1973), changed to Sedcom (Incorporated Association not for gain).

Under the new Companies Act (Act 71 of 2008), Sedcom's designation changed from an Incorporation not for gain to a Non-Profit Company (NPC).

A non-profit company is defined in the Companies Act as a company incorporated for a public benefit or an object relating to one or more cultural or social activities, or communal or group interest, and its income and property are not distributable to its incorporators, members, directors, officers or any persons related to them. A non-profit company must apply all of its assets and income, however derived, to advance its stated objectives.

The objectives of Sedcom, as stipulated in the SAU Working Policy and its Memorandum of Incorporation, can by summarised as follows:

- To advance and promote religious education and knowledge in accordance with the doctrines and principles of the SDA Church;
- Management and Protection of denominational fixed properties;
- To acquire, hold and secure title to landed property;
- The establishment of churches, schools and institutions supporting the SDA Church;
- Registration of mortgage bonds;
- Insurance of denominational buildings and contents;
- Rendering of Trust services, Estate planning and administration;
- Rendering of legal services to the Organisation;
- Administration of denominational bursary agreements;
- Management of loans, investments, annuities, requests and gifts.

The mission of Sedcom is:

- To help the Seventh-day Adventist Church to limit its exposures to risk;
- To promote prudent risk management to enable the church to fulfil its gospel mission;
- To assist in promoting stewardship to ensure the availability of sufficient funds to enable the church to conclude its gospel work;
- To assist in providing a stable organisational platform for future generations.

Sedcom is managed and operated by a board of directors (the board). The board reports to the Sedcom Membership, which comprises all conference officers and institutional leadership, and the SAU Executive Committee.

The board is appointed annually by the SAU Executive Committee as recommended by the Sedcom Membership. The board's main functions are to oversee the day-to-day running of the Organisation.

The directors of Sedcom receive no compensation and/or dividends or bonuses, in whatever form, for the fulfilment of their duties and responsibilities towards Sedcom. Sedcom, as a non-profit company, also has no shareholders. All income of the company is utilised to promote its main objectives as outlined above.

Annually, Sedcom is audited by independent auditors to ensure compliance with the financial requirements as outlined in the Companies Act and its Memorandum of Incorporation.

3. SEDCOM ACTIVITIES

Sedcom fulfils a number of services on behalf, of and for the Organisation. Some of these services are discussed in more detail below.

3.1 Property Registrations and Sales

As indicated above, Sedcom is the property holding entity of the Organisation. During the quinquennium a total number of 46 properties, valued at R 52 834 951.00 were registered into the name of Sedcom on behalf of the Seventh-day Adventist Church.

A total number of 23 properties were sold, valued at R 31 177 500.00.

Consequently, the denominational property value, by God's grace, increased by R 21 657 451.00.

The property portfolio of the Organisation consists of churches, manses, school buildings, institutional buildings, Meals on Wheels and ADRA properties, retirement villages and administrative offices.

3.2 Denominational Insurance

As stated above, one of the functions of Sedcom is to manage the denominational property, group and general risk insurance.

During the quinquennium Sedcom has managed, amongst others, the property, funeral, fleet, travel and general liability insurance of the Organisation.

The following insurance entities were utilised to insure the Organisation against risk:

- Bryte (Pty) Ltd:- Movable and Immovable property and Denominational fleet.
- SAFRICAN:- Group Funeral Fund
- SANTAM:- Stated Benefits (Group Accidental Death and Disability)
- Adventist Risk Management (ARM):- General Liability, Short Term Travel, Youth and Pathfinders, Personal Effects and Baggage, Volunteer and Volunteer Labour, Executive Risk and Activities Accident and Hospital Liability Cover.

The following claims statistics were recorded:

Fixed property and contents:-	R 10 663 049.00
Fleet:-	R 2 970 305.00
Stated Benefits:-	R 3 902 162.00
Funeral:-	R 1 133 500.00

3.3 Management of loans, bequest, gifts, etc.

The SAU has tasked Sedcom with the management and administration of the SAU Special Assistance Car Loans facility.

This facility seeks to assist an employee who qualifies, to apply for a car loan with the specific aim of purchasing a vehicle or effecting repairs to his/her current vehicle(s).

During the term, R 25 705 535.00 in respect of car loan applications of denominational employees were processed and paid.

3.4 Trust Services

The objective of Trust Services is to encourage our members to continue their support of God's work through gifts, wills, trusts, annuities, and so forth.

For example, drafting your will is the last act of good stewardship of the possessions lent to you by God. Through your will, you can make provision for the support, be it financial or otherwise, of the work of God when you have passed away. Mrs White states the following on this subject:

Many are not exercised upon the subject of making their Wills while they are in apparent health... But, they should arrange their property in such a manner that they may leave it at any time. (Counsels on Stewardship, 328)

Proverbs 3:9 says that we must honor the Lord with our substance and the first fruits of all our increase. Trust services help members to consider what will be happening with their increase when they pass away.

Sedcom oversees the trust service activities within the SAU. Currently, there is only one Trust Services Department within the SAU, namely that of the Northern Conference of South Africa (NCSA). Unfortunately, due to financial constraints, the other conferences could not manage to establish trust service departments. Sedcom attempted to assist the members of those conferences with their trust service needs, but in light of the nature of the service it is very difficult to render a trust service over such long distances.

It is recommended that the other conferences give urgent study to the establishment of Trust Services Departments. The services rendered by these departments are invaluable.

3.5 Legal Services

During the quinquennium, Sedcom has assisted and supported the Organisation with several legal matters and disputes.

This assistance ranged from providing general legal advice pertaining to labour, contractual and civil matters to overseeing and assisting with complex and sensitive litigation against and by the Church.

Currently, Sedcom is assisting 3 of our conferences with civil litigation matters.

SEDMED MEDICAL SCHEME

1. INTRODUCTION

Sedmed is the registered Medical Scheme of the Seventh-day Adventist Church.

Sedmed is registered with the Council for Medical Schemes (CMS) and as such is operating under the auspices of the Medical Scheme Act 131 of 1998.

In terms of the registered rules of Sedmed, all persons in the regular and full time employment of an employing organization within the Republic of South Africa, Namibia, Lesotho or Swaziland existing in terms of the constitution of the SAU are entitled to become members of Sedmed.

In terms of the Medical Schemes Act, Sedmed is governed by a Board of Trustees (BOT), the same being elected from the registered members of Sedmed at a regular annual general meeting of Sedmed members.

The Sedmed Director, in terms of the Medical Schemes Act, acts as the Principal Officer of Sedmed.

2. STRATEGIC GOVERNANCE

In 2015 the Council for Medical Schemes (CMS) conducted its final administration compliance audit on Sedmed. The aim of an administration compliance audit is to certify that a scheme meets the accepted corporate governance and administration standards as determined by the various King reports, corporate practice models and medical aid industry criteria.

The first CMS audit of Sedmed took place in June 2013. The results of the said audit, although anticipated, were upsetting, to say the least.

Non-compliance with the accreditation standards of the CMS was prevalent in the following key areas:

- Governance
- Membership administration
- Claims assessment
- Accounting
- General risk management

The non-compliance with the accreditation standards not only indicated the high risks present in the governance model of Sedmed at that stage, but it also highlighted the importance of managing Church corporate entities in accordance with the relevant and applicable corporate standards.

Conditional accreditation was granted to Sedmed on the condition that the non-compliance matters be resolved within a period of 6 months after the date of accreditation.

Therefore urgent changes had to be effected by the BOT in an attempt to meet the conditions of the CMS.

With the Lord's blessing and the hard work of the BOT and the administration of Sedmed, the CMS found that Sedmed, notwithstanding some minor issues, met the accreditation standards as prescribed by the CMS.

Thus, Sedmed could continue to operate as a self-administered medical scheme in terms of the Medical Schemes Act.

During the period under review, the BOT aligned its strategic plan to not only maintain its accreditation standards but also to improve the services rendered by Sedmed to its members. A number of goals were adopted to achieve the strategic objectives of the BOT.

These goals are, amongst others:

- Appointment of further third party management organisations to assist Sedmed with the management of certain benefit categories;
- Improvement and development of the Scheme's medical aid administration program;
- Training of staff and trustees to better equip them to meet legislative requirements;
- Implementation of enhanced managed health care mechanisms to ensure the sustainable performance of the Scheme;
- Increasing certain benefit category benefit limits;
- Appointment of external auditors to monitor internal adherence to compliance standards;
- Shifting the focus to preventative healthcare;
- The implementation of a Preventative Care Program which will include the following services:
    - HIV Tests, Health Assessments, Contraceptives, Flu vaccines, HPC vaccines, Immunizations, Mammograms, Pap Smears.

In order to achieve the above objectives the BOT responded as follows:

2.1 Hospital benefit Management Administrator and Designated Service Providers

Professional Provident Fund Society Health Administrators (PPSHA) (Hospital Healthcare Administrators) were appointed to oversee and manage the hospitalisation benefit of Sedmed. This organization specialises in clinical benefit management services. With the assistance of PPSHA, the BOT appointed Designated Service Providers (DSP) for the Scheme. The basis for the decision was

to ensure the Scheme's long-term sustainability by the prudent management of hospital healthcare costs, which is the Scheme's highest cost driver. A DSP is a healthcare provider (doctor, pharmacist, hospital, and so forth) that is a medical scheme's first choice when its members need a diagnosis, treatment, or care for a condition. If members choose not to use the DSP selected by the medical scheme, members may have to pay a portion of the bill as a co-payment. This could either be a defined amount, a percentage of the bill or the difference between the DSP's tariff and that charged by the provider the member chooses to use.

Since 2017 the board has embarked on identifying the best and most suitable DSPs for Sedmed. After following a tender process, Sedmed, with the professional assistance of PPSHA, conducted a thorough evaluation of the service providers who submitted proposals to Sedmed to ensure the best options for the Scheme. This evaluation included, amongst others, a geo-mapping survey to identify those service providers with the best footprint relevant to Sedmed's membership distribution, current utilisation trends and cost-effectiveness. Based on these results, the board entered into DSP agreements with MediClinic and Netcare for acute services and NHN for psychiatric and day clinic procedures. The projected cost saving to the Scheme by making use of these three DSPs, amounts to over R800 000.00 per annum. With this saving, consideration can be given to the improvement of the Scheme's benefit structure and design.

2.2 Disease Risk Management Program (DRM)

Preventative care has become a buzzword in the industry, and of late, more emphasis has been placed on this care structure as a means of transforming the private medical aid industry from a profit-driven industry into a service-driven industry. To meet this change in direction, the board has implemented a DRM program. The focus of a DRM is to understand the determinants of health as we seek to improve the well-being of our members. The DRM program's philosophy is that to achieve better health outcomes, health needs to be managed as a whole. This is achieved by the integration and coordination of services. The focus is on prevention, through the coaching and monitoring of members, to ensure better outcomes.

2.3 Risk Management, Sound Governance System, Internal Procedures and Policies

The board has appointed the following committees to ensure proper risk evaluation and prevention and dispute resolution:

- Sedmed Audit Committee
- Internal Audit Committee
- Sedmed Dispute Committee

Trustee Training Workshops were attended by most of the trustees of Sedmed to align the governance body of Sedmed with the governance compliance criteria of the Council for Medical Schemes. The board is comprised of individuals who have either a strong medical aid industry or accounting and legal background, which increases the chances of meeting the competency requirements of the board. A trustee vetting system was introduced. The purpose of trustee vetting is to ensure that trustees and other committee members are competent to hold office. In future, the vetting process will be outsourced to an external service provider and the results handed to the internal auditor of the Scheme for review. All new trustees will be required to undergo criminal clearance and background checks to ensure their fit and proper status.

2.4 Health Awareness and lifestyle Change Initiatives

Studies have shown that a healthy lifestyle improves the quality of life and reduces the risk of disease and illness.

It has been found that a healthy lifestyle improves the immune system, provides the body with more energy, strength and endurance, etc.

Some of the most prevalent illnesses amongst Sedmed members and also the most prominent healthcare cost drivers are lifestyle-related illnesses, namely, diabetes, high cholesterol, high blood pressure, depression and heart disease.

In an attempt to promote and foster a healthier lifestyle amongst our members, Sedmed will endeavour to use various methods to assist our members in improving their health, of which the aforementioned DRM program is but one such method.

This will benefit not only the members but also Sedmed itself.

The board is also investigating the possibility of incorporating the organisational employee health evaluation benefit into the benefit structure of Sedmed to enhance the services rendered by the Scheme to its members. It will also facilitate more efficient administration of the benefit because the administration systems of Sedmed are quite capable of managing the service in line with our particular needs.

We are excited to also report that the board is investigating the possibility of providing a rewards program to Sedmed members that would incentivise our members to look after their health. The rewards offered in the program will range from discounts at gyms, certain food and health stores as well as accommodation vouchers. These services will be available to our members by making use of an IOS/Android application. As stated, this initiative is still in the initial phases and we pray that God will open doors for the Scheme to provide this valuable benefit to our members.

2.5 Non-Sedmed member medical aid subsidy termination

Contribution income is the life of any medical aid scheme. The more contributions received, the more benefits can be provided to our members. Historically, the Organisation was spending almost R4 million per year on non-Sedmed member contribution subsidies. The fact that the Organisation was funding its employees to join medical schemes other than Sedmed was militating against the sustainable operation of Sedmed and the organisational value in Sedmed. To protect its assets, the Organisation took an action to remove these subsidies after proper consultation with the affected employees. These consultations have been finalised, and the majority of the affected employees have joined Sedmed, and we hope that the remainder of the employees will follow soon.

3. COVID-19

The COVID pandemic came at a time when the South African economy could least afford it. Economic growth had fallen to 1.5%, and unemployment had reached almost 29% by the end of 2019. Then came the 2020 pandemic which further exacerbated the situation. It is held that due to the pandemic, the GDP growth rate fell to its lowest level in 90 years. Unemployment rose to 30.8% as 2.2 million jobs have been lost thus far.

Our church has not been left unaffected by these events. Income has decreased significantly and the Organisation at large is facing very uncertain times financially. With this background in mind, the BOT was faced with finding ways of navigating the Scheme through very uncertain and difficult times to find a balance between sustainability on one hand and on the other hand, assisting our members to meet the financial crisis brought about by COVID. The BOT, therefore, had to act proactively by adapting the strategic approach of the Scheme in order to optimise healthcare treatment without compromising sustainability. Between March 2020 and February 2022, the Scheme paid R 14 537 598.61 in COVID-related claims. More than 429 members contracted COVID-19 and 18 of our beloved brothers and sisters passed away as a result. Our thoughts are with those families who have lost their loved ones.

4. FINANCE

Scheme finances were managed efficiently and prudently during the period by ensuring that appropriate investment decisions were taken to enable the Scheme to settle its liabilities as they become due in the normal course of business, whilst at the same time earning optimal returns on investments made.

Financial reporting in the form of monthly management accounts was delivered to ensure better control and management of financial data.

The Scheme's Annual Financial Statements and Statutory Returns were dealt with according to CMS guidelines and International Financial Reporting Standards.

To protect the Scheme's trustees and business operations, sufficient Professional Indemnity insurance was obtained.

I am happy to announce that the Annual Financial Statements for the period 2016 to 2020 received unqualified audit opinions from Mazars Auditors in Bloemfontein.

During this period, the Scheme collected R 296 941 178.00 in contributions and paid R 287 107 694.00 in claims. The Scheme had an operating gain of R 9 833 484.00 for the period. A high surplus was recorded for 2020, but this can be attributed to the significant decrease in selective medical procedures, day-to-day, and chronic condition claims experienced due to the outbreak of COVID-19 in 2020 and the lockdown measures which followed. Claims expenditure forecasting models, however, predict that during the next two to three years medical schemes can expect a significant claims expenditure increase in these disciplines. Therefore, the gain of 2020 has been placed in allocated reserve to make provision for the expected increase. The non-healthcare-related expenses (admin expenses) of the Scheme were kept below 4% of the gross contribution income for the period under review.

The management of the Scheme implemented more stringent controls for debt management. These control measures led to a decrease of debt from R360 000.00 to R60 000.00 at year-end 2020.

As was stated above, monthly management accounts were provided to the trustees. All statutory returns were completed accurately and submitted to the CMS.

The financial management of the Scheme was supported by external chartered accountants and financial professionals as well as actuarial services.

APPRECIATION

I wish to conclude this report by expressing my appreciation to our heavenly Father whose guidance and grace enable us to fulfill our duties. I especially want to thank the staff of Sedcom and Sedcom for their hard work and perseverance during this quinquennium.

None of the achievements reached during this term in the various departments would have been possible without the hard work, sacrifices and perseverance of my staff.

I also want to thank the officers of the SAU for their support and assistance. Their calm wisdom and understanding proved to be of invaluable worth during difficult times in my departments.

I believe with the support provided to the Organisation and changes affected during this quinquennium, my staff and I, with the Lord's assistance, have succeeded in being part of the team that has contributed towards the building up and strengthening of the SAU.

Andrew du Preez

Director

Mr Andrew du Preez

SEDCOM / SEDMED and Trust Services