

Nicholls, Cambanis & Associates

Attorneys, Notaries & Conveyancers

Legal Aid Office
T.R.C.

3rd Floor
132 Fox St
Johannesburg
2001

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331-6919
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Per Fax: (021) 22 2221

P.O.Box 8694
Johannesburg
2000

Fax: (011) 331-8691

Attention: Faeza Brown

Docex No. 631

Your Ref:

Our Ref:

Date:

CRYSTAL CAMBANIS/tn

20 July 1998

Dear Faeza,

RE: BOIPATONG AMNESTY HEARINGS
HELD AT SEBOKENG
REMAND DATE 11 - 14TH AUGUST 1998

We refer to our telephone conversation of 20 July 1998 and confirm the following:-

1. Advocate Danny Berger and myself have each been allocated the names of 20 victims whom we represented at the hearings at its commencement;
2. During the course of the hearing, the matter was postponed to allow a further 26 victims to sort out their legal representation. A list of these 26 names are annexed hereto marked "A";
3. Mr Berger and myself, by agreement, each act for 13 of the 26 victims.

It later became clear that many more victims remained unrepresented and a list of their names has been compiled by ourselves.

A member of the ANC's Truth Desk, who were present at the hearings, approached Mr Jansen van Vuuren van Rensburg, the evidence analyst, at the hearings and requested that a third lawyer, namely, Advocate P.G. Malindi of the Johannesburg Bar be brought in to legally represent all the outstanding victims.

Mr Van Rensburg agrees to this, with the consent of the Amnesty Committee. Advocate Malindi attended the hearings on the 13th and 14th of July and will attend the hearings from the 11th to the 14th of August 1998.

As agreed we have taken the liberty of compiling lists of victims to be represented in respect of the three Legal Representatives and those lists are annexed hereto marked as follows:-

1. Attorney Crystal Cambanis, 3rd Floor, 132 Fox Street, Johannesburg, Annexure "B";
2. Advocate Danny Berger, 9th Floor, Innes Chambers, Pritchard Street, Johannesburg, Annexure "C";
3. Advocate P.G. Malindi, 3rd Floor, Innes Chambers, Pritchard Street, Johannesburg, Annexure "D".

Kindly liaise with the Legal Aid Board in order that we may now receive instructions in respect of annexures "B", "C" and "D".

Should you have any queries please do not hesitate to contact the writer hereof telephonically.

Yours faithfully



CRYSTAL CAMBANIS
NICHOLLS, CAMBANIS AND ASSOCIATES

'A'

| | <u>NAME</u> | <u>ADDRESS</u> |
|-----|--|---------------------------------------|
| 1. | Albert Nonyana | 935 Umzivumbu Street Boipatong |
| 2. | Matlhodi Moremi | 436 Hlubi Street Boipatong |
| 3. | Mirriam Magau | 909 Nqika Street Boipatong |
| 4. | Evelyn Khunou | 189 Sekhukhuni Street Boipatong |
| 5. | Meshack Jabulani Ramokong ^P osi | 267 Sekhukhuni Street Boipatong |
| 6. | Elizabeth Nosenga | 88 Phumasibethane Street Boipatong |
| 7. | Solomon Kubu | 1183 Moshoeshoe Street Boipatong |
| 8. | Alicia Monokoane | 544 Bafokeng Street Boipatong |
| 9. | George Monokoane | 544 Bafokeng Street Boipatong |
| 10. | Priscilla Ranyuza | 842 Nqika Street Boipatong |
| 11. | Radebe Leew | 50 Tshivella Street Slovo Park |
| 12. | Sana Xaba | 641 Majola Street Boipatong |
| 13. | Joseph Mqgina | 696 Bafokeng Street Boipatong |
| 14. | Joseph Mphumela | 204 Sinqu Avenue Boipatong |
| 15. | John Buwa | 807 Bafokeng Boipatong |

16. Alinah Mbatha
242 Thaababosiu Street
Boipatong
17. Meshack Hlubi
4271 Zone 12
Boipatong
18. Elsie Buwa
807 Bafokeng Street
Boipatong
19. Phillip Msibi
625 Bapedi Street
Boipatong
20. Johannes Hlubi
1783 Letsie Street
Boipatong
21. Ernest Sotsu
1002 Majola Street
Boipatong
22. Lydia Genu
1411 Bophelong Street
Boipatong
23. Selina Sefume
540025 Zone 3
Boipatong
24. Leah Motsoaledi
532 Slovo Park
25. Linda Phungula
558 Bafokeng Street
Boipatong
26. Lusanda Phungula
558 Bafokeng Street
Boipatong
27. Wilson Keke
735 Hlubi Street
Boipatong
28. Samuel Lata
46 Slovo Park
29. Evelyn Ramoeletsi
2177 Bophelong Street
Boipatong

ANNEXURE "B"
ATTORNEY CRYSTAL CAMBANIS

| | <u>NAME</u> | <u>ADDRESS</u> |
|-----|----------------------------|--|
| 1. | Albert Nonyana | 935 Umzivumbu Street Boipatong |
| 2. | Matlhodi Moremi | 436 Hlubi Street, Boipatong |
| 3. | Mirriam Magau | 909 Nqika Street Boipatong |
| 4. | Evelyn Khunou | 189 Sekhukhuni Street Boipatong |
| 5. | Meshack Jabulani Ramokonpi | 267 Sekhukhuni Street Boipatong |
| 6. | Elizabeth Nosenga | 88 Phumasibethane Street, Boipatong |
| 7. | Solomon Kubu | 1183 Moshoeshoe Street, Boipatong |
| 8. | Alicia Monokoane | 544 Bafokeng Street, Boipatong |
| 9. | George Manokoane | 544 Bafokeng Street, Boipatong |
| 10. | Priscilla Ranyuza | 842 Nqika Street Boipatong |
| 11. | Radebe Leew | 50 Tshivella Street Slovo Park |
| 12. | Sana Xaba | 641 Majola Street Boipatong |
| 13. | Joseph Mgqina | 696 Bafokeng Street Boipatong |
| 14. | J. Bhikitsha | |
| 15. | M. Mokoena | |

16. I. Phunjulwa
17. J. Buwa
18. B. Zulu
19. B. Keke
20. E. Hlubi
21. J. Mgcina
22. S. Latha
23. E. Motaung
24. D.E. Daba
25. C.D. Nelubeni
26. M. Mokoeng
27. S. Cibirani
28. M. Motaung
29. A. Mokwena - Mokoena
30. A. Molefi
31. L. Seroe
32. M.P. Mboyani
33. T.C. Nnete

ANNEXURE "C"
ADVOCATE DANNY BERGER

| | <u>NAMES</u> | <u>ADDRESS</u> |
|-----|---------------------|-------------------------------------|
| 1. | Joseph Mphumela | 204 Sinqu Street Boipatong |
| 2. | John Buwa | 807 Bafokeng Street Boipatong |
| 3. | Alinah Mbatha | 242 Thaababosiu Street Boipatong |
| 4. | Meshack Hlubi | 4271 Zone 12 Boipatong |
| 5. | Elsi Buwa | 807 Bafokeng Street Boipatong |
| 6. | Phillip Msibi | 625 Bapedi Street Boipatong |
| 7. | Johannes Hlubi | 1783 Letsie Street Boipatong |
| 8. | Ernest Sotsu | 1002 Majola Street Boipatong |
| 9. | Lydia Genu | 1411 Bophelong Street Boipatong |
| 10. | Selina Sefume | 540025 Zone 3 Boipatong |
| 11. | Leah Motsoaledi | 532 Slovo Park |
| 12. | Linda Phungula | 558 Bafokeng Street Boipatong |
| 13. | Lusanda Phungula | 558 Bafokeng Street Boipatong |
| 14. | Wilson Keke | 735 Hlubi Street Boipatong |
| 15. | Samuel Lata | 46 Slovo Park |

16. Evelyn Ramoeletsi

2177 Bophelong Street
Boipatong

17. Abel Siyane

18. Elizabeth Ndaba

19. Agrineth Sibisi

20. Jabulane Msibi

21. Dorcas Masha

22. Selinah Motsitsi

23. Ratetle Raketse

24. Martha Monaheng

25. Lydia Ntshala

26. Lydia Matsediti

27. Wilson Baloyi

28. T. Nyane

29. J. Mohapi

30. S. Mokoena

31. M. Mamatela

32. R. Britz

33. A. Maleko

34. N. Nyokong

35. M. Motaung

36. K. Newenya

ANNEXURE "D"
ADVOCATE P. G. MALINDI

NAMES

ADDRESS

- | | | |
|-----------|--|----------------------------------|
| 1. | Elizabeth Malindi (family deceased) | 23 Slovo Park |
| 2. | Elizabeth Hlubi (injured) | 722 Bafokeng Street Boipatong |
| app#13. ③ | 3. Richard Msibi (injured) | 625 Bafokeng Street Boipatong |
| 4. | Sama Motloug (family deceased) | 1255 Slovo Park |
| 5. | Mita Molete (injured) | |
| 6. | Family of Richard Jim Nzimeni (deceased) | |
| 7. | Family of M.A. Letsoko (deceased) | |
| 8. | Family of M.E. Moloji (deceased) | |
| 9. | Family of Mtuli Mnyika (deceased) | |
| 10. | Family of T.S. Kcokoto (deceased) | |
| 11. | Family of M.J. Koza (deceased) | |
| 12. | Family of T.P. Lekabe (deceased) | |
| 13. | Family of D.A. Sebolai (deceased) | |
| 14. | Family of M Ramoeletsi (Serathi) | |
| 15. | Family of Elizabeth Khaile (deceased) | |
| 16. | Family of M.A. Moeti (deceased) | |
| 17. | Family of M.A. Manyika (deceased) | |
| 18. | Family og N.J. Latha (deceased) | |
| 19. | Family of E.F. Ndimane (deceased) | |
| 20. | Family of M.F. Msomi (deceased) | |
| 21. | Family of K.L. Mias (deceased) | |

22. Family of B. Mosoetsa (deceased)

app #15 (23). Family of M.M. Nonjoli

24. Family of S. Msibi (deceased)

25. Family of M.P. Dhlamini (deceased)

INJURED

1. Jeremiah Mokoena
2. Aleta Moeti
3. Dorothy Kobo
4. Francinah Malindi
5. M. Hlubi
6. J. Mcgina
7. Nondsi Buwa

1. Saul Ngakane
2. Annah B. Magadi
3. Annah Motsiri
4. Maria Mogotsoa
5. Abraham Moile
6. Joseph Molotse
7. David Kubu
8. Koos Mokoena
9. Rebecca Sefatsa
10. David Mokoena
11. Jemina Pheko
12. Joana Mafrika
13. Emma Rohalko
14. Alinah Ntombazana Mthimkulu
15. Lydia Mananki Malindi
16. Alfred Msibi
17. David Mbhele
18. Salaminah Maroe
19. Joseph Pheko
20. Victor Ncwane
21. J Mathi
22. Samuel Mokoena
23. Elda Madayi
24. Pulena Motaung



AMNESTY COMMITTEE

106 Adderley Street
Cape Town
8001


Tel: (021) 24 5181
Fax: (021) 222221

27 October 1998

Our Ref.: PCP/AM/Boipt

1. Ms CRYSTAL CAMBANIS
NICOLLS CAMBANIS
JOHANNESBURG
Per Fax : (011) 3318691
2. Adv. C. PRETORIUS
PRETORIA
Per Fax : (012) 3222246
3. Cecile Botha
Per Fax : (012) 3235658
4. Adv. Malinda
Per Fax : (011) 3318691
5. Adv. D. Berger
Per Fax : (011) 3338423

Crystal Could you
please distribute
the Reply and his
letters to Danny Seegal
and Malindi.

Thank you


Dear Sirs/Madam

RE : BOIPATONG AMNESTY APPLICATIONS

Please take notice that the above hearings will commence on the 18th January 1999 at 10h00 and run until the 29th January 1999. The venue is as before, ISCOR Recreational Hall, Vanderbijl Park.

Due to the fact that Judge Ngcobo will only be available again in July 1999, the Committee has urged me to request you as well as the other interested parties to


endeavour to complete the evidence and cross-examination within the above allotted time.

The evidence of the remaining Applicants is to a very large extent repetitious of what has already been canvassed and ought not to consume too much time.

Attached hereto, please find the Applicants' response to the victims' memorandum.

I wish to take this opportunity to wish you all a blessed and safe Christmas and New Year.

Yours faithfully



Adv. P.C. Prier

c.c. Judge Ngcobo
(Fax No. (021) 4230412)

TRUTH AND RECONCILIATION COMMISSION**AMNESTY COMMITTEE**

**APPLICANTS' REPLY TO THE MEMORANDUM SUBMITTED ON BEHALF OF
THE VICTIMS OF THE BOIPATONG MASSACRE OF 17 JUNE 1992**

1. AD PARAGRAPH 1.1

Save to deny that many more people were injured than people that were killed and that the looting and theft from homes were very extensive, the contents of this paragraph are admitted.

2. AD PARAGRAPH 1.2

The contents of this paragraph are admitted.

3. AD PARAGRAPH 1.3

The contents of this paragraph are admitted.

4. AD PARAGRAPH 1.4

In so far as the annexure mentioned in this paragraph gives some indication of the nature and extent of devastation and savagery of the attack, the contents of this paragraph are admitted. Certain names are mentioned in the schedule, creating the impression that they were killed whilst they were only injured during the attack, for instance Liza Mbatha and Popo Hlubi.

5. AD PARAGRAPH 1.5

Save to state that 21:30 should read 21:00, the remaining allegations in this paragraph are admitted.

6. AD PARAGRAPH 1.6

Applicants take note of the different sections of the Memorandum under reply.

7. AD PARAGRAPHS 2.1 TO 2.7

Applicants have no knowledge of the allegations contained in these paragraphs and they are therefore denied.

8. AD PARAGRAPHS 3.1 AND 3.2

The contents of these paragraphs are denied.

9. AD PARAGRAPHS 3.3 TO 3.5

Applicants have no knowledge of the allegations made in these paragraphs and the allegations are therefor denied.

10. AD PARAGRAPH 4.1

Save to state that all the attackers were black men, the remaining allegations in this paragraph are admitted.

11. AD PARAGRAPH 4.2

Save to state that the attackers smashed windows at MARY HOWARD, the remaining allegations in this paragraph are admitted.

12. AD PARAGRAPH 4.3

Save to state that 14 of the people killed were adult males and 7 of the people

injured were adult males, the remaining allegations contained in this paragraph are admitted.

13. AD PARAGRAPH 4.4

The contents of this paragraph are denied.

14. AD PARAGRAPH 4.5

Save to deny that the looting of the township was on a large scale, the remaining allegations contained in this paragraph are admitted.

15. AD PARAGRAPH 4.6

The contents of this paragraph are denied.

16. AD PARAGRAPH 5.1

The contents of this paragraph are admitted.

17. AD PARAGRAPH 5.2

It is admitted that the group split up in two groups, the one going up Lekoa Street turning right in Bapedi street and the other initially going east along Moshoeshoe Street.

18. AD PARAGRAPH 5.3

Applicants have no knowledge of the fact that whilst Maria Dlamini was stabbed to death she was lying on the ground trying to protect her two month old baby, and therefore deny this allegation. The remainder of the allegations contained in this paragraph are admitted.

19. AD PARAGRAPH 5.4 TO 5.7

The contents of these paragraphs are denied.

20. AD PARAGRAPH 6.1

It is admitted that some of the attackers followed the route as described in this paragraph.

21. AD PARAGRAPH 6.2

It is denied that almost every house on the routes set out in paragraph 6.1 were attacked in some way or another. It is admitted that smaller groups made use of different routes.

22. AD PARAGRAPHS 6.3 TO 6.7

The contents of these paragraphs are admitted.

23. AD PARAGRAPHS 6.8 TO 6.10

The contents of this paragraph are denied.

24. AD PARAGRAPH 7.1

Save to deny that hardly a shack remained untouched, the remaining allegations in this paragraph are admitted.

25. AD PARAGRAPH 7.2

The contents of this paragraph are denied. All the attackers reached Slovo Park

on foot.

26. AD PARAGRAPH 7.3

The contents of this paragraph are denied.

27. AD PARAGRAPH 7.4

It is denied that the attacks on the houses and people in Slovo Park were more vicious than the attacks in the Boipatong Township itself.

28. AD PARAGRAPH 7.4.1

The contents of this paragraph are admitted.

29. AD PARAGRAPH 7.4.2

The contents of this paragraph are denied.

30. AD PARAGRAPH 7.4.3

The contents of this paragraph are admitted.

The contents of this paragraph are admitted.

The contents of these paragraphs are denied.

34. AD PARAGRAPH 8.1

It is admitted that certain of the attackers could have followed this route. It is denied, however that all the attackers followed the same route.

35. AD PARAGRAPH 8.2

It is denied that Mr Monokoane (should read Molokwane) was hit with an axe and

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Adv P.C. Prior
Evidence Leader
Amnesty Committee
Truth and Reconciliation Commission

BY FAX : (021) 222221

Dear Sir,

BOIPATONG AMNESTY APPLICATIONS

Thank you for your telefax dated 27 October 1998, a copy of which was delivered to me by Ms Cambanis. I am sending this response to you on my own behalf and on behalf of Ms Cambanis and Adv Malindi.

The agreement between the parties at the last sitting of the Committee was that the applicants and the SANDF would reply to our memorandum by the end of September 1998.

On 30 September 1998 the SANDF's reply was telefaxed to the offices of Ms Cambanis where copies were made and delivered to Adv Malindi and to me. No such reply was received from the applicants.

It was only on 27 October 1998 that Ms Cambanis received part (7½ pages) of the applicants' reply from you. Those 7½ pages were annexed to your telefax. To date neither Ms Cambanis, Adv Malindi nor I have received any reply from the applicants. The difficulties that this has caused are self evident.

Ms Cambanis has informed me that you have indicated that you intend to lead certain evidence at the hearing. Are you in a position to furnish the parties in advance with witness statements or a summary of the evidence to be led? Please let us know as soon as possible.

We have taken note of Judge Ngcobo's request and will do our utmost to comply.

Yours sincerely,



ADV D. I. BERGER.

c.c. Judge S. Ngcobo
(Fax No. (021) 423-0412)

c.c. Adv C. Pretorius
(Fax No. (012) 322-2246)

c.c. Adv R. Strydom
(By Hand 1312 Schreiner Chambers)

c.c. Ms C. Botha
(Fax No. (012) 323-5658)

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Hon. Mr Justice S. Ngcobo
Chairperson
Amnesty Committee
Truth and Reconciliation Commission

BY FAX : (021) 423-0412

Dear Judge,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Ms. C. Botha
Armin Kluth Attorneys
Pretoria

BY FAX : (012) 323-5658

Dear Ms Botha,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Adv. C. Pretorius
Pretoria Bar

BY FAX : (012) 322-2246

Dear Adv Pretorius,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Hon. Mr Justice S. Ngcobo
Chairperson
Amnesty Committee
Truth and Reconciliation Commission

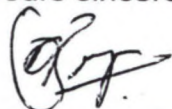
BY FAX : (021) 423-0412

Dear Judge,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Ms. C. Botha
Armin Kluth Attorneys
Pretoria

BY FAX : (012) 323-5658

Dear Ms Botha,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Adv. R. Strydom
1312 Schreiner Chambers
94 Pritchard Street
Johannesburg

BY HAND

Dear Adv Strydom,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV. D. I. BERGER

922 INNES CHAMBERS, 84 PRITCHARD STREET,
JOHANNESBURG, GAUTENG, 2001
TEL: (011) 333-8316, FAX: (011) 333-8423

18 November 1998

Adv. C. Pretorius
Pretoria Bar

BY FAX : (012) 322-2246

Dear Adv Pretorius,

BOIPATONG AMNESTY APPLICATIONS

I enclose for your attention a copy of a telefax sent by me to Adv P. C. Prior.

Yours sincerely,



ADV D. I. BERGER.

ADV R STRYDOM

1312 Schreiner Chambers
94 Pritchard Street
JOHANNESBURG
P O Box 4555
JOHANNESBURG
2000

Tel: (011) 337-1160
Fax: (011) 333-1449

27 November 1998

Adv D I Berger
922 Innes Chambers
84 Pritchard Street
JOHANNESBURG

BY HAND

Dear Adv Berger

RE: BOIPATONG AMNESTY APPLICATIONS

Your letter dated the 18th of November 1998 and the telefax sent to Adv P C Prior refers.

Herewith a copy of Applicants' reply to the memorandum submitted on behalf of the victims of the Boipatong massacre. This 11 page document was faxed to the TRC on the 15th of September 1998 under cover of a letter hereunto annexed. The TRC was specifically asked to distribute the document amongst all the parties. The fax confirmation is also annexed hereto.

I was under the impression that a complete document would be sent to you and the other parties. On the 27th of October 1998 a letter was received by my instructing attorney which indicated that it was done. A copy of this letter is also annexed

hereto. It was only when I received your letter under reply that I became aware that you did not receive all the pages. I hope the problem is now resolved.

In the meantime we still await the list of the clients you and your colleagues appear for.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'R. Strydom', written over a horizontal line.

ADV R STRYDOM



JH van der Merwe Ingelyf

PROKUREURS

Registrasienuommer 96/05512/21

Pretoriakantoor:
Gouwslaan 50
Raslouw, Centurion
0149

Posbus 219
Wierdapark
0149

Johannesburgkantoor
9de vloer, North Stategebou
h/v Mark- en Kruisstrate
Johannesburg, 2000

Posbus 8790
Johannesburg
2000

Tel (012) 666-7024
Faks (012) 666-8075

Tel (011) 336-0123
Faks (011) 336-0116

14 September 1998

Waarheids- en Versoeningskommissie
Amnestie Komitee
Posbus 3162
KAAPSTAD
8000

U Verw: Wessel Janse van Rensburg

FAKS: (021) 22-2221

Geagte Meneer

RE: BOIPATONG AMNESTIE AANSOEKE

Ooreenkomstig 'n reëling wat getref is in die voorsittende beampte se kamers op 14 Augustus 1998 heg ons hierby aan die antwoorde op die memorandum verskaf deur die oorledenes en beseerdes se regsverteenvoerders.

Dit sal hoog op prys gestel word indien u die dokumente onder die verskeie partye wat verteenwoordig word, sal versprei.

Verder tot die verloop van die aansoek sal ons graag van u wil verneem of u van voorneme is om enige individue te subpoena en/of enige sulke stappe tans oorweeg word.

Die uwe

H FRIEDRICH
J H VAN DER MERWE ING

HF/Bplmc

AM 19b NY HI

MESSAGE CONFIRMATION

SEP-15 10:31

PHONE NUMBER : 0214233280
PAGES : 11
START TIME : SEP-15 10:24
ELAPSED TIME : 06' 36"
MODE : STANDARD
RESULTS : O.K

**AMNESTY COMMITTEE**

106 Adderley Street
Cape Town
8001

Tel: (021) 24 5161
Fax: (021) 222221

27 October 1998

Our Ref.: PCP/AM/Boipt

J.H. VAN DER MERWE INC.
JOHANNESBURG

Per Fax : (011) 3360116

Dear Sir

RE : BOIPATONG AMNESTY HEARING

Your letter dated 14 September 1998 refers.


I thank you for the Applicants' reply to the Victims' Memorandum, which I have distributed to all the parties.

Please note that the hearing will be from the 18th January 1999 until the 29th January 1999 at the same venue. Judge Ngcobo is unavailable until July 1999 should the matter not be completed within the above allotted time.

I have requested the other interested parties to bear this in mind in the further conduct of their respective cases.

I wish to take this opportunity in wishing you a blessed and safe Christmas and New Year.

Yours faithfully


Adv. P.C. PRIOR



EVIDENCE LEADERS OFFICE
Adv. P.C.P. for

Tel no: (021) 245-161
Fax no: (021) 233-280/222-221

Our Ref.: PCP/ms/

Your Ref.:

1 December 1998

**Attention: Adv. D I Berger
JOHANNESBURG**

Dear Sir

RE: BOIPATONG HEARINGS

Your telefax dated 18th November refers.

I enclose herewith the outstanding 4 pages of the Applicants reply to victims memorandum (pgs 8-11, inclusive)

No final decision has been made on the calling of further evidence. Investigations are still proceeding. They have however been hampered by the fact our investigator and evidence analyst Mr Janse van Rensburg has left the Commission and new investigators had to be appointed.

Please note that I have been appointed Legal Officer to the Commission and shall no longer be dealing with amnesty applications.

106 Adderley Street, Cape Town, 8001. Tel:(021) 245 161 Fax:(021) 233 280 / 245 225.

Sanlam Centre, 10th Flr, Cnr.Von Wielligh & Jeppe Str., Johannesburg, 2001. Tel:(011) 333 6330 Fax:(011) 333 0832/6341.


Mellife Building, 9/10th Floor, 391 Smith Street, Durban, 4000. Tel:(031) 307 6767 Fax:(031) 207 6742/49.

NBS Building, 5th Floor, 15 Terminus Street, East London, 5200. Tel:(0431) 43 2885 Fax:(0431) 43 9352/27.

E-mail: mjoyi@global.co.za Internet: <http://www.truth.org.za>

All further queries or correspondence should be directed to Adv. M Coetzee, Executive Secretary, Amnesty Committee.

Yours faithfully



Adv. P C Prior
LEADER OF EVIDENCE

CC. Adv. C. Pretorius
Mr H.W Friedrich
Ms C. Botha

- 8 -

31. AD PARAGRAPH 7.4.4

It is denied that Solomon Malindi died in shack 23 after being stabbed repeatedly in his back and spinal cord. It is admitted that Agnes died and that Elizabeth and Francis survived with multiple stab wounds.

32. AD PARAGRAPHS 7.4.5 TO 7.4.7

The contents of these paragraphs are admitted.

33. AD PARAGRAPHS 7.5 AND 7.6

The contents of these paragraphs are denied.

34. AD PARAGRAPH 8.1

It is admitted that certain of the attackers could have followed this route. It is denied, however that all the attackers followed the same route.

35. AD PARAGRAPH 8.2

It is denied that Mr Monokoane (should read Molokwane) was hit with an axe and

- 9 -

robbed at gunpoint. The remaining allegations contained in this paragraph are admitted.

36. AD PARAGRAPH 8.3

The contents of this paragraph are admitted.

37. AD PARAGRAPH 8.4

Save to deny that the corpse of Lina Manyeke (should read Manyika) had too many wounds to count, the remaining allegations contained in this paragraph are admitted. According to the postmortem of Lina Manyika she was stabbed twice. (The postmortem reports of the 45 people who died are available for inspection).

38. AD PARAGRAPH 8.5

It is admitted that Mathilda Hlubi was stabbed to death. It is denied that Popo died a few days after the attack. Although he was attacked, he did not die and in fact gave evidence during the criminal trial. The remaining allegations contained in this paragraph are admitted.

- 10 -

39. AD PARAGRAPH 8.6

The contents of this paragraph are denied. It is specifically denied that Vanana Zulu was in Boipatong on the night of the 17th June 1992.

40. AD PARAGRAPH 8.7

The contents of this paragraph are admitted.

41. AD PARAGRAPH 8.8

It is admitted that Flora Mashope was shot and killed at 761 Lekoa Street (corner of Hlubi). It is denied that Flora Nkala was killed at the same address. The remaining allegations contained in this paragraph are admitted.

42. AD PARAGRAPHS 8.9 TO 8.15

The contents of these paragraphs are denied.

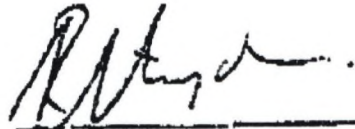
43. AD PARAGRAPH 9.1

The contents of this paragraph are admitted.

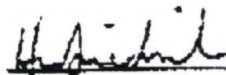
44. AD PARAGRAPHS 9.2 TO 9.8

The contents of these paragraphs are denied.

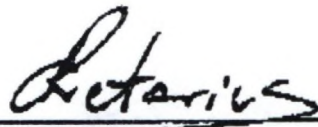
DATED at JOHANNESBURG on this 10th day of SEPTEMBER 1998.



R STRYDOM



H FRIEDRICH



C PRETORIUS



AMNESTY COMMITTEE

P O Box 3162
Cape Town
8000

Tel: (021) 424 5161
Fax: (021) 422 2221

Our Ref: TH/2778/96 - Boipatong
Your ref. :

15 December 1998

Adv. D I Berger
922 Innes Chambers
94 Pritchard Street
Johannesburg
2004

Dear Sir

RE: BUNDLE OF NOSENGA TO BE USED AT THE BOIPATONG HEARING

Please find hereto attached a the applications of Andries Nosenga who is also seeking amnesty for his involvement in the Boipatong Massacre.

Your attention is drawn to the affidavit of the applicant.

Kindly confirm receipt of these documents by fax.

Yours faithfully

TANIA HOSKING (Ms)
EVIDENCE ANALYST
AMNESTY - TRC

COMMITTEE MEMBERS : Judge H Mall (chairperson); Judge A Wilson (vice chairperson);
Judge B Ngoepe; Judge Miller; Adv. L Gcabashe; Adv. C de Jager;
Adv. J. Motata; Adv. D. Potgieter; Ms. S. Khampepe; Adv. N. Sandi;
W. Malan.

DISPATCH NOTE

SHIPMENT NUMBER

59554485



Pyramid Freight (Pty) Ltd.
T/A SUN COURIERS
P.O. Box 276
Bedfordview 2008
Gauteng, South Africa
Tel: (011) 456-2000
Telex: 742100 SA
(Reg. No. 87/03687/10)

12

SENDER REMAINS LIABLE FOR ALL CHARGES IF NOT SETTLED BY NOMINATED PARTY WITHIN 30 DAYS

| | | | | |
|---|------|---|------|--|
| FROM (NAME AND PHYSICAL ADDRESS PLEASE) T.R.C 106 Adderly Street CAPE TOWN | | TO (NAME AND PHYSICAL ADDRESS PLEASE) Adv D.I Berger 922 Innes Chambers 94 Petchard Street Johannesburg 2004 | | FIX TRACKING STICKERS TO PACKAGES IN SEQUENCE AND RECORD FIRST NUMBER BELOW MIH1174911 |
| CONTACT | Tel. | CONTACT | Tel. | |
| Sender's Reference | | International References (Sun Couriers use only) | | |

This Shipment is accepted by Sun Couriers subject to the conditions of carriage printed on the reverse of the copies hereof, which conditions the Sender acknowledges by signing this shipment, to have read and understood. In particular, your attention is drawn to Sun Couriers maximum liability of R50,00 per shipment for loss or damage. If you wish Sun Couriers to accept a higher liability the value of this shipment must be declared in the space provided. Refer the published tariff for conditions and exclusions.

AUTHORISED SIGNATURE
[Signature]

CASH SHIPMENT (Sun Couriers is not responsible for Cash or Cheque payments not signed for). Courier must sign for amount received.

DATE 15-12-98

Received by _____

| | | | | | | | | | | | |
|----------|---------------------------------|----------------|--------|------------------------------------|----------------|--|------------------------------------|-----------------|--|----------------|--|
| INVOICE: | <input type="checkbox"/> SENDER | ACCOUNT NUMBER | 023871 | <input type="checkbox"/> CONSIGNEE | ACCOUNT NUMBER | | <input type="checkbox"/> 3rd Party | 3rd Party Name: | | ACCOUNT NUMBER | |
|----------|---------------------------------|----------------|--------|------------------------------------|----------------|--|------------------------------------|-----------------|--|----------------|--|

| | | | | | | | |
|------------------------|---|--|-----------------------------------|---|--|--|--|
| Tick applicable blocks | DOMESTIC SERVICES IF NO SERVICE BLOCKS ARE MARKED LOWEST GRADE SERVICE WILL APPLY | | | | INTERNATIONAL SERVICES | | DECLARED VALUE FOR CARRIAGE (Additional charge applies) R _____ |
| | <input type="checkbox"/> SAME DAY | <input type="checkbox"/> OVERNIGHT EXPRESS SATURDAY DELIVERY | <input type="checkbox"/> ECONOMY | <input type="checkbox"/> PROOF OF DELIVERY REQUIRED | <input type="checkbox"/> INTERNATIONAL COURIER | <input type="checkbox"/> ECONOMY (NO DELIVERY) | |
| | <input checked="" type="checkbox"/> OVERNIGHT EXPRESS | <input type="checkbox"/> SATURDAY DELIVERY SUNRISE OPTION | <input type="checkbox"/> NEXT DAY | <input type="checkbox"/> SENDER'S OWN PROOF OF DELIVERY | <input type="checkbox"/> ECONOMY (DELIVERY) | <input type="checkbox"/> | |
| TAKE CARE! | <input type="checkbox"/> OVERNIGHT EXPRESS SUNRISE OPTION | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Customs Value | R _____ | ENTER YOUR ANALYSIS CODE |

| | | | | | |
|----------------|-----------------------|------------|---------------------------|--|--------------------------------------|
| No. of Pieces | Description of Pieces | Contents | Dimensions in Centimetres | SUN COURIERS USE ONLY | |
| 1 | Documents | | 40x30x1 | ORIGIN CODE | |
| | | | | DESTINATION CODE | |
| | | | | Depot hand in <input type="checkbox"/> | After hours <input type="checkbox"/> |
| TOTAL PACKAGES | | TOTAL MASS | | CHARGES FOR THIS SHIPMENT | |
| 1 | | 1 | KG | | |

| | | | |
|-----------------------|--------------------|-------------------------------|--------------------|
| RECEIVED BY CONSIGNEE | | RECEIVED BY SUN COURIERS | |
| Please Print Name | AYESHA. | Signature and name of courier | <i>[Signature]</i> |
| Company Stamp & Ref. | | | |
| Signature | <i>[Signature]</i> | | |
| Time | 12-02 | Date | 17/12/98 |
| | | Time | 14:00 |
| | | Date | 15/12 |

PRESS HARD WITH A BALLPOINT PEN

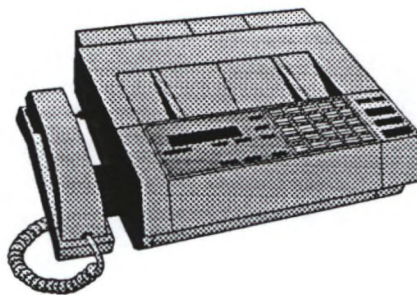
STANDARD CONDITIONS OF CARRIAGE

All business undertaken by Sun Couriers is subject to the following terms and conditions:

1. For the purpose of the paragraphs set out below:
 - 1.1 "the Courier" shall mean Pyramid Freight (Pty) Ltd. v/a Sun Couriers.
 - 1.2 "the Carriage" shall mean all forms of carriage and related activities undertaken by the Courier on behalf of Clients.
 - 1.3 "the Client" shall mean the party reflected on the dispatch document or the credit application as the sender of the goods.
 - 1.4 The "Dispatch Document" shall mean the Courier's official dispatch note or dispatch sheet, or in the case of computerised dispatch systems, the handovers list or computer disk containing the Client's instructions to the Courier.
2. The Courier has the right to refuse to accept for carriage any goods without giving reasons for refusal. It is recorded that the Courier is not a public or common carrier.
3. The Courier will, in its sole discretion select the methods of transportation and handling to be used in the Carriage of the goods. The Courier does not warrant that the Client's request as to "service options" or "special instructions" as detailed in the Dispatch Document, will result in any specific method of transportation of the goods being employed by the Courier. The said dispatch document will for all purposes be regarded as *inter alia* the Client's official order for the Courier's services, and the person signing the said dispatch document, if someone other than the Client, hereby warrants that he/she is duly authorised to order the services of the Courier and to enter into this agreement for and on behalf of the Client.
4. If the Courier uses the services of a third party in respect of the transportation of the goods, only those conditions of carriage imposed by that third party which are more favourable to the Client and are not less favourable to the Courier than the conditions contained herein shall apply to the Carriage by the nominated third party.
5. The Courier's charge for its services are set out in the Courier's official tariff document applicable from time to time. A copy of this document is available on request. Customs and other statutory payments made by the Courier on behalf of the Client - including but not limited to import duty, surcharge, or Value Added Tax, shall be charged at cost to the Client and proof of expenditure shall be made available by the Courier at the Client's request. Should the Courier in its sole discretion choose to charge the Client at a discounted rate or at a rate not reflected in the official tariff document, then such charge shall be confirmed by the Courier in writing to the Client which written document shall be deemed to be incorporated in this agreement notwithstanding that same is not signed by both parties.
6. The Courier's tariff of charges is subject to review by the Courier without prior notice to the Client. Any variation or alteration to the Courier's tariff shall immediately be binding on the Client.
7. The Courier's handling of goods shall not be influenced in any way by their contents or by the Client's declaration as to their contents, and the Courier does not undertake to study or be influenced by such declaration. The Client is obliged to acquaint himself with regulations applicable to the Carriage of dangerous or hazardous goods by air and to ensure that any goods subject to those regulations bear the required warning labels and are accompanied by the necessary declarations. The Client's declaration as to contents on the Courier's dispatch document is not sufficient to discharge the Client's obligations in this regard. The Client is cautioned to avoid tendering to the Courier parcels containing fragile or valuable goods, and should he do so, he is obliged to so pack and label his goods to minimise the additional risk to which such items may be exposed. The Client indemnifies the Courier against any loss or damage, (including consequential damages) arising from the Client's failure to observe the terms of this clause. In the event that the Client is not the owner of the goods, the Client warrants that it is duly authorised to enter into this agreement on behalf of the owner of the goods.
8. The Courier's liability to the Client in respect of goods in its care shall:
 - 8.1 Terminate on bona fide delivery to the consignee nominated by the Client, unless the consignee, at the time of delivery brings to the attention of the Courier in writing, any loss or damage to the goods.
 - 8.2 Subject to what is stated below, the Courier will accept responsibility up to the value of the goods declared on the Dispatch Document. If no value is declared, the maximum responsibility that will be accepted is R50.
 - 8.3 Compensation shall be limited to the lesser of the cost of replacement or repair or the original purchase price of the goods in S.A. Rand, converted at the exchange rate on the date of purchase. No responsibility will be accepted for consequential losses of any kind.
 - 8.4 Maximum compensation shall be the lesser of the amount of the loss or damage, and the value declared for carriage.
 - 8.5 The Courier or its insurer shall retain any rights of recovery or salvage, and the conditions imposed by the insurers contracted to the Courier shall apply to any claims made in terms of the Courier's responsibility.
 - 8.6 The maximum compensation in respect of any single shipment of goods shall be R100 000.
 - 8.7 The Courier accepts no responsibility in respect of and will not pay compensation in the event of loss or damage to jewellery, precious stones and metals, negotiable instruments, or any article exceeding R3 000 of value per kilogram of gross mass, irrespective of the contents.
- 8.8 In respect of the following classes of goods, the Courier will deem the value for carriage to be half the actual value declared:
 - 8.8.1 clothing;
 - 8.8.2 fashion goods and accessories;
 - 8.8.3 cosmetics;
 - 8.8.4 electronic equipment;
 - 8.8.5 the provisions of this clause may be waived from time to time by the Courier, which waiver shall be notified on the Courier's tariff in effect at the time.
- 8.9 Where goods shipped are samples, or articles made on a "one off basis", costs of replacement or repair shall be deemed to be the equivalent cost of the article were it to have "normal" production status. Clients are advised to arrange their own insurance cover for the real replacement cost of such articles.
- 8.10 Save in respect of the liability of the Courier as set out above, the Client indemnifies the Courier against any claims of whatsoever nature which may be made against the Courier by any other person or entity as a result of the loss of or damage to the goods.
9. The Courier's responsibility described in clause 8 will be underwritten by means of an insurance policy, and the Courier and Client shall be bound by the terms and conditions thereof, copies of which will be supplied to the Client on request. It is recorded that this policy includes the "Institute Cargo Clauses A and Strikes (Cargo) Clauses" issued by the London Institute of Underwriters.
10. Under no circumstances whatsoever will the Client be entitled to withhold payment of amount due to the Courier in respect of services rendered by the Courier, beyond the date in respect thereof. Without derogating from the generality of the aforesaid, this clause will apply in particular where goods have been lost or damaged while in the Courier's possession and under no circumstances is the Client entitled to set off its alleged damages or loss, against any amount due, owing and payable to the Courier from time to time, in terms of invoices and statements rendered by the Courier.
11. Any claims in terms of clause 8 and 9 against the Courier for loss or damage to goods must be submitted in writing to the Courier by the Client by registered post at the Courier's address chosen in 17, within six months of the date stated on the Courier's dispatch document. Claims submitted after this period will be repudiated on the grounds of late submission regardless of any other circumstances of loss or damage. The Client indemnifies the Courier against any loss or damages, direct or indirect, (including consequential damages) arising from the Client's failure to observe the terms of this clause.
12. If the Courier is unable for any reason to effect delivery of the goods, reasonable steps will be taken to return the goods forthwith to the Client. The Client shall be responsible for the costs of carriage, attempted delivery and return of the goods. If the Courier is unable to effect return of the goods, as a result of any fault on the Client's part, it shall be entitled to sell the goods at a market related price so as to defray costs incurred by it after giving notice of such sale by registered post to the Client.
13. The Courier reserves the right to sell any goods belonging to the Client at a market related price and to apply the proceeds thereof in reduction of the Client's indebtedness incurred from any debt owing by the Client. The Courier shall give the Client 14 days written notice, by registered post, of such sale.
14. The instruction from the Client to the Courier in respect of any carriage shall be made on the Courier's official dispatch document, form duly completed and tendered with the goods. No other instruction, whether verbal or written, shall be binding on the Courier. No employee of the Courier is authorised to vary this condition.
15. The Client shall remain responsible to the Courier for all charges until they are paid. The Courier shall not collect any monies at the time of delivery and no employee of the Courier is authorised to do so. All payments made by the Client or any third party on behalf of the Client, shall be made free of any deduction or set off to the Courier at its address chosen in 19.
16. If the Client wishes the Courier to collect any payments due by the Client from a third party, the Client must at the time of requesting the Courier to deliver the goods on its behalf ensure that:
 - 16.1 The third party is an account holder of the Courier;
 - 16.2 Must quote that third party's account number on the dispatch document.If the Client fails to do so, the Courier will ignore the Client's instruction and the Courier will bill the Client directly, or at the Courier's discretion will refuse to move the goods tendered by the Client for delivery until proper billing instructions are received from the Client. Should the third party nominated by the Client as the debtor decline to settle the Courier's charges, the Courier will charge the Client for the services rendered who will settle the Courier's charges on demand.
17. Should any legal action by the Courier be taken against the Client as a consequence of a breach by the Client of any of the obligations of the Client in terms of this agreement, then in that event the Client shall be obliged to effect payment on demand of all Attorney and Client costs incurred by the Courier in taking such legal action, including collection commission, irrespective of whether proceedings in a Court of law have actually been instituted by the Courier or not.
18. The Client hereby consents to the jurisdiction of the Magistrate's Court in terms of Section 28 of the Magistrate's Court Act, No. 32 of 1944 as amended, for all claims that the Courier may have against the Client. This clause does not preclude the right of the Courier to institute any action in the Supreme Court of South Africa.
19. The parties choose as their *domicilium citandi et executandi* for the delivery of all Court processes and any other notices hereunder, the address which appears on the dispatch document.
20. This agreement constitutes the sole record of the agreement between the parties. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
21. No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
22. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of the party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

ADVOCATES' CHAMBERS
922 INNES CHAMBERS
84 PRITCHARD STREET
JOHANNESBURG
2001

TELEPHONE : [011/2711] 333-8316
TELEFAX : [011/2711] 333-8423



ADVOCATES GROUP "H"

FAX TRANSMISSION:

DATE : 17/12/98
TO : Ms TANIA HOSKING
FOR ATTENTION : AMNESTY - TRC
FAX NUMBER : (021) 422 - 2221
FROM : ADV D.I. BERGER
NO OF PAGES : 1 (inclusive of cover page)

MESSAGE : I confirm receipt of the NOSENGA
Bundle to be used at the Propagating
Hearing.

Many thanks,
D. Berger.

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This fax contains confidential information intended for the person to whom it is addressed. Any recipient who is not a named addressee is not entitled to read the rest of this fax or disclose its contents to any person, nor to take copies, and it is requested to notify me immediately by fax or telephone at the numbers listed above.

Collection Number: AK2672

Goldstone Commission BOIPATONG ENQUIRY Records 1990-1999

PUBLISHER:

Publisher: - Historical Papers, University of the Witwatersrand

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