



IN THE MATTER BETWEEN:

MRS GLORIA SCHUMÉ

PLAINTIFF

AND

MR ANDREW SCHUMÉ

DEFENDANT

TO: THE SHERIFF

INFORM

MR ANDREW SCHUMÉ

A MALE/FEMALE

(Full names of the defendant)

BY OCCUPATION

On Pension

ADDRESS

210/42 ANDRE BRINK STREET, VORNA VALLEY, WISDRAM

(physical address of defendant)

THAT

MRS GLORIA SCHUMÉ

A MALE/FEMALE

(Full names of the plaintiff)

BY OCCUPATION

NURSE

OF (ADDRESS)

210/42 ANDRE BRINK STREET, VORNA VALLEY, WISDRAM

(physical address of plaintiff)

hereby institutes action against him/her in which action the plaintiff claims the relief and on the ground set out in the particulars annexed hereto.

INFORM the defendant further that if he/she disputes the claim and wishes to defend the action he/she shall:

- (i) within one month of the service upon him/her of this summons file with the Registrar of this Court at PRIVATE BAG X5, FERREIRASDORP 2043 or with any Clerk of the Magistrate's Court, a notice of his/her intention to defend and serve a copy thereof on the plaintiff, which notice shall give an address for the service upon the defendant of all notices and pleadings in the action;
- (ii) thereafter and with ten Court days after filing and serving notice of intention to defend as aforesaid, file with the Registrar and serve upon the plaintiff a plea or exception, with or without a counterclaim.

INFORM the defendant further that if he/she fails to file and serve notice as aforesaid, judgment as claimed may be given against him/her without further notice to him/her, or if, having filed and served such notice, he/she fails to plead, except or to counterclaim, judgment may be given against him/her.

INFORM the defendant also that if he/she fails to defend the action, he/she may give written notice to that effect to the plaintiff and the Registrar and the action may then, at the written request of the plaintiff, be forthwith set down by the Registrar for hearing.

DATED AT

2004-02-11 ON THIS DAY OF

FERREIRASDORP
JOHANNESBURG 2048

CENTRAL DIVORCE COURT

REGISTRAR OF THE DIVORCE COURT

Particulars of service

It is hereby certified that a copy of this summons has been handed to

on (date, at (time) at

Sheriff for

MARK VAN OIE CIVIELL

PRIVATE BAG 40005

JOHANNESBURG

REGISTRAR OF THE CIVIL COURT

The defendant has committed adultery and the plaintiff finds it irreconcilable to continue with the marriage relationship

(iv)

(v) My husband does not want my mother in our house - we do nothing together for over 4 years

As a result of the above the marriage relationship has irretrievably broken down

5.

The plaintiff avers that he/she is entitled to payment of maintenance by the defendant for the following reasons:

N/A

6.

The plaintiff is entitled to part of the pension interest held in the Pension Fund when any such pension benefits accrue in respect of the defendant as from the date of the marriage to the date of divorce;

AND

an endorsement be made in the records of that pension fund that, that part of the pension interest concerned be so payable to the plaintiff.

7.

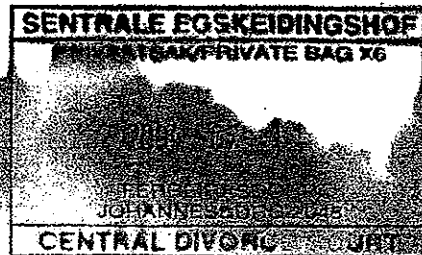
The custody/~~sole custody~~ of the following minor child/children is to be awarded to the plaintiff/~~defendant~~ for the following reasons:

.....

The ~~plaintiff~~ defendant is to have access to the minor child/ren on the following terms and conditions:

reasonable access

Delete if not applicable



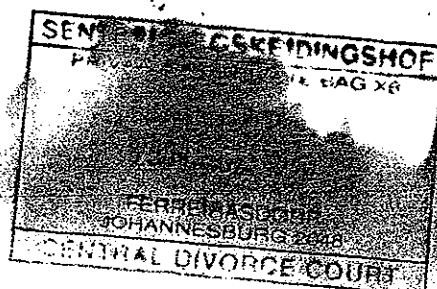
WHEREFORE THE PLAINTIFF PRAYS FOR JUDGMENT AS FOLLOWS:

- (a)(i) A decree of divorce on the grounds of irretrievable breakdown of the marriage
- (a)(ii) A decree of divorce on the grounds of the mental illness or continuous unconsciousness of a party to the marriage.
- (b)(i) Division of the joint estate.
- (b)(ii) Forfeiture of the benefits arising from the marriage in community of property.
- (b)(iii) Each party to retain the assets they have in their possession at present.
- (c) Custody of the minor child/ren of the marriage to be awarded to the plaintiff/defendant.
- (d) The defendant/plaintiff is/is not to have access to the minor child/ren as set out in the particulars of claim, paragraph 7 above.
- (e) The child/ren to remain/ to be registered on the plaintiff's/defendant medical aid scheme.
- (f) Maintenance for the minor child/ren of the marriage at R.....per month for the/ each child payable to the plaintiff/defendant on or before the 7th day of each month.
- (g) Maintenance for the plaintiff at R.....per month, payable to the plaintiff on or before the 7th day of each month.
- (h)(i) That part of the pension interest due or assigned to the defendant to be paid to the plaintiff when any such pension benefits accrue in respect of the defendant from the date of marriage to the date of the divorce.
- (h)(ii) An endorsement be made on the records of the relevant pension fund
- (i)(i) Costs of this action.
- (j)(ii) Costs of this action only if defended.
- (k) Alternative relief.

[Handwritten Signature]

PLAINTIFF
(SIGNATURE)

Delete if not applicable



IN THE CENTRAL DIVORCE COURT OF JOHANNESBURG

HELD AT JOHANNESBURG

In the matter between :

SEHUME; GLORIA

Plaintiff

and

SEHUME; ANDREW

Defendant

PLAINTIFF'S NOTICE IN TERMS OF RULE 20 (3) (a)

BE PLEASED TO TAKE NOTICE that the plaintiff intends amending her particulars of claim by the deletion of the existing particulars of claim in its entirety, and substituting same with the following:

1. The plaintiff is GLORIA SEHUME (born MONGWENYANA) an adult female nurse, resident at 210 / 42 Andre Brink Street, Vorna Valley, Midrand.
2. The defendant is ANDREW SEHUME an adult male pensioner resident at 210 / 42 Andre Brink Street, Vorna Valley, Midrand.
3. Both parties are domiciled within the area of jurisdiction of the above Honorable Court.
4. The parties were married to each other at Germiston in community of property on 3 October 1972, which marriage still subsists.
5. There are three children born of the marriage between the parties, the eldest two of whom are majors and who live independently of the parties. The youngest child, namely Kedibone, a girl, is 22 years of age, has completed her formal schooling, and is in the final stages of completion of her tertiary education, but remains dependent on the parties for maintenance.

- 9.2 Household furniture and effects;
- 9.3 Three motor vehicles;
- 9.4 Various bank accounts and/or bank investments.
10. The defendant has not made any contribution towards the acquisition or payment of the aforesaid assets, alternatively the contributions made by the defendant towards the acquisition or payment of the aforesaid assets has been considerably less than those made by the plaintiff.
11. During the subsistence of the marriage the defendant failed to contribute towards the provision of household necessities and maintenance of the minor children, alternatively the defendant's contribution towards the provision of household necessities and maintenance for the minor children was totally inadequate and irregular, alternatively considerably less than those made by the plaintiff.
12. In the circumstances and having regard to the provisions of Section 9 of the Divorce Act, No 70 of 1979, the defendant will be unduly benefited if an order for the forfeiture of benefits of the marriage in community of property is not made in favour of the plaintiff.
13. 13.1 In determining the patrimonial benefits to which the plaintiff is entitled, the defendant's pension interest and retirement annuities shall be deemed to be part of his assets.
- 13.2 Such part of the pension interest of the defendant, which by virtue of Section 7 (7) of the Divorce Act, No 70 of 1979, is due or assigned to the plaintiff when such pension benefits accrue in respect of the defendant.
- 13.3 An endorsement be made in the records of the relevant Funds that that part of the pension interest concerned is so payable to the plaintiff.

87 DE KORTE STREET
JOHANNESBURG
(REF DIV/001/003)

Received a copy hereof on this
day of JULY 2004 6 July 2004

Photo Ramps

Time 12:20

between the parties

The defendant will have the right of first refusal to purchase the immovable property, which (the invoice date hereof) from date hereof.

The defendant will be liable for the transfer costs to effect the said transfer in the same manner as if the defendant were the purchaser of the property.

341.

The transfer of the property to the plaintiff, Mrs. B. B. B. and Mrs. H. H. H. is hereby confirmed. The plaintiff is the purchaser of the property.

35.

Should any dispute arise between the parties with respect to the division of the estate, the parties shall be bound by the decision of the court. The costs of the proceedings shall be paid by the parties.

SENTRALE EGSKIEDINGSKOF
SIVAAKSAK/PRIVATE BAG X6
2007-01-17
FERREIRASDORP
NESBURG 2048
DIVORCE COURT

IN THE CENTRAL DIVORCE COURT OF JOHANNESBURG

(HELD AT JOHANNESBURG)

CASE NUMBER: 1690/2004

In the matter between:

GLORIA SEHUME

Plaintiff

and

ANDREW SEHUME

Defendant

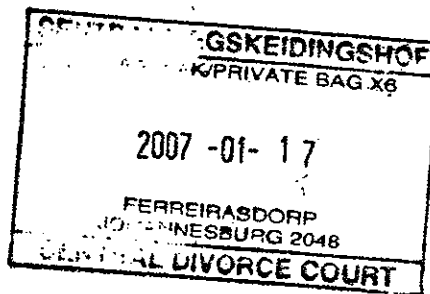
SETTLEMENT AGREEMENT

1.

Each party shall retain their own pension funds and each waive any claims to the other parties pension fund.

2.

The parties agree to the division of the joint estate excluding the pension funds referred to in paragraph 1 above.



3

5

Should any dispute arise in regard to any aspects of the division of the estate, apart from the sale of the immovable property, the parties agree to appoint a liquidator to settle and divide the joint estate. The costs of such a liquidator shall be paid out of the joint estate.

6.

Each party shall pay its own costs, excluding the costs order granted against the Defendant on 22 September 2004.

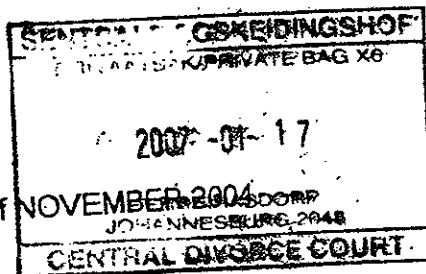
7.

This constitutes the final settlement between the parties and neither party should have any further claims against each other, save as is herein contained.

8.

No variation hereof shall be of any force and effect unless reduced to writing and acquired by both parties.

SIGNED at JOHANNESBURG on this the 24th day of NOVEMBER 2004



WITNESSES:

1. _____

PLAINTIFF

2. _____

SIGNED at JOHANNESBURG on this the 24th day of NOVEMBER 2004.

WITNESSES:

1. _____

DEFENDANT

2. _____

IN THE CENTRAL DIVORCE COURT
HELD AT JOHANNESBURG CASE NO 1690/02

IN THE MATTER BETWEEN

GERARD ANTHONY CILMARE
and

APPLICANT

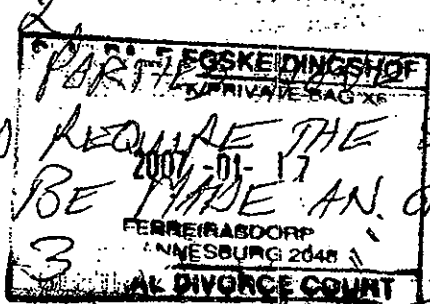
SETIUME: GLORIA
SETIUME: ANDREW

1st RESPONDENT/PLAINTIFF
2nd RESPONDENT/DEFENDANT

DEED OF SETTLEMENT: APPLICATION TO AMENDS
COURT ORDER DATED 18-7-2005

1.
WHEREAS THE APPLICANT APPLIED TO THE ABOVE
COURT TO AMENDS THE ORDER GRANTED BY THIS
COURT ON 18-7-2005 AS PER THE NOTICE OF
MOTION DATED 23-8-2006, WHICH APPLICATION WAS
POSTPONED ON 8-10-2006 TO 17-10-2006.

2.
AND WHEREAS THE PARTIES REACHED A
SETTLEMENT, AND REQUIRE THE SETTLEMENT
AGREEMENT TO BE MADE AN ORDER OF COURT



3.
THEREFORE THE PARTIES AGREE AS FOLLOWS:

3.1. SECOND RESPONDENT WILL PURCHASE THE 50%
SHARE IN THE FIXED PROPERTY, URF 210
VORNA VALLEY, MIDRAND FOR HALF OF THE
NET VALUE OF THE PROPERTY, BASED ON THE
OPEN MARKET VALUATION OF R790000-00
PROVIDED ON 24-1-2006 BY MESSRS
SWABBERT + PARTNERS

(Handwritten initials)

100759707/200 C

3.6. THE COSTS OF THIS APPLICATION ARE RESERVED SHOULD NEITHER RESPONDENT SET THE MATTER DOWN FOR THE COSTS HEREOF TO BE AWARDED HEREAFTER, SUCH COSTS WILL BE COSTS IN THE LIQUIDATION.

3.7. THIS APPLICATION TO AMENDS THE ORDER DATED 18-7-2005 IS POSTPONED TO 31-10-2006.

DATED AND SIGNED AT JOHANNESBURG ON 17-10-2006

[Signature]
ON BEHALF OF
FIRST RESPONDENT

[Signature]
ON BEHALF OF SECOND
RESPONDENT

[Signature]
APPLICANT

GESERTIFISEER 'N WARE AFSKRIF VAN
DIE OORSPRONKLIKE SONDER ENIGE OP-
SIGTELIKE UITWISSING OF VERANDERING.
CERTIFIED A TRUE COPY OF THE ORIGI-
NAL WITHOUT VISIBLE ERATION OR ALTERA-
TION.
[Signature]

GRITFAT P EGSKEIDINGSMAAT
WATERSKAP PRIVATE BAG 22
2007-01-17
FERRERABOON
JOHANNESBURG 2001
CENTRAL DIVORCE COURT

**IN THE CENTRAL DIVORCE COURT
HELD AT JOHANNESBURG**

CASE NO 1690/04

2007-03-19

IN THE MATTER BETWEEN :

GERALD CULHANE

APPLICANT

AND

GLORIA SEHUME
ANDREW SEHUME

1ST RESPONDENT
2ND RESPONDENT

BEFORE : Z MOLETSANE , PRESIDENT

FOR 1ST RESPONDENT: MR BOWEN
FOR 2ND RESPONDENT: MR MLAMBO

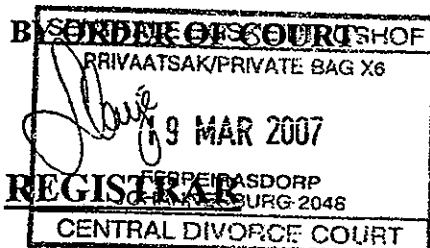
ORDER

AFTER HAVING READ THE PAPERS FILED OF RECORD AND AFTER HAVING HEARD THE APPLICANT AND BOTH RESPONDENT'S ATTORNEYS;

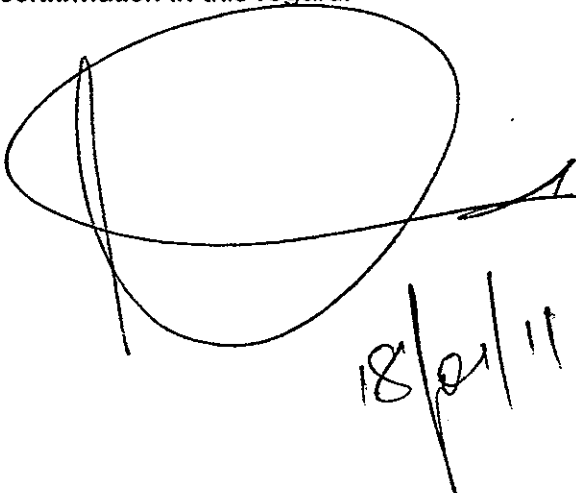
IT IS ORDERED

1. THAT THE COURT ORDER DATED 18 JULY 2005 IS VARIED TO INCLUDE AN ADDITIONAL CLAUSE THAT THE RECEIVER AND LIQUIDATOR BE AND IS GRANTED PERMISSION TO SELL THE MATRIMONIAL HOME AT ERF 210, VORNA VALLEY, MIDRAND.
2. COSTS RESERVED.

DATED AT JOHANNESBURG ON THIS 19TH DAY OF MARCH 2007.



6. Mlambo requested the other parties to accord Pule Inc. atleast one (1) month to lodge the papers with the Deeds office after receipt of the signed transfer papers by Mrs Gloria Sehume and /or the Receiver and Liquidator.
7. Culhane did not object as the Receiver and was in agreement. The objection came from George Bowen after allegedly discussing and/or taking further instructions from Mrs Sehume.
8. Whilst we were discussing Culhane and Bowen headed straight to the Court and took up positions, and Mlambo further tried to engage them that we had not reached an agreement. At this stage our matter was then called up.
9. Culhane was first to stand up and address the Court, asking the Court to grant an order that the House be sold. George Bowen confirmed the same plea. Mlambo objected to this and before he could advance reasons, all hell broke loose from the presiding officer Mrs Zelda Moletsane.
10. The presiding officer shouted that she is going to grant the order regardless and that Mr Sehume must not think he is the only person to be served by her but the rest of the South African public. Mlambo was further ordered by the Court to discuss same with Culhane.
11. At this stage it was a shock that no agreement had been reached and yet this two guys could storm into the Courthouse and ask for the sale of the house when all the key requirements had been met. Culhane answered by saying that he was not going to sell the house and would instead give us a chance to settle Richard Reed's account and still proceed with the transfer ourselves.
12. Mlambo wanted confirmation in writing but Culhane insisted that I trust him and take his word for it. Mlambo told Culhane of the repercussions should he renege on his verbal agreement, which is a High Court challenge.
13. Culhane agreed to put it in writing when he got to his office.
14. Mlambo immediately wrote to Culhane about the Court Order when he got to his office
15. The presiding officer called the matter up again and proceeded to grant the order.
16. Thus far we have only received the Richard Reed's account and still waiting for Culhane's. We have spoken to Culhane about our agreement and he still stands by what we agreed to that he wont sell the house. Culhane has pledged to send us confirmation in this regard.



18/01/11

currently stands without any renovations, within 10 days.

3. THAT such valuation be binding on both parties as the determination of the gross value of the property.
4. THAT the respondent (A Sehume) exercise his right of 1st refusal based on the gross value as in the paragraph 3 within one (1) week of being advised of the valuation, failing which his right will lapse.
5. Should he exercise his right he will furnish the conveyancers with the necessary guarantees for payment of purchase price or make payment in cash within 30 days from date of acceptance.
6. Should he fail to either exercise his right of first refusal or fail thereafter to furnish guarantees or pay the purchase price, the liquidator shall be entitled in such event to sell the property on the open market.
7. The purchase price contemplated in clauses 4 & 5 above is calculated as follows:
Valuation as per Estate Agency Affairs Board.
LESS: The outstanding bond over the property, it being understood that each party is liable for half the outstanding bond
8. Each party is to pay their own costs of this application and the counter application.

DATED AT JOHANNESBURG ON THIS 18th DAY OF JULY 2005.

BY ORDER OF COURT

REGISTRAR

CENTRALE EGDOMSKAPREGISTRAR
PRIVAATSAK/PRIVATE BAG X8
2005-07-21
FERREIRASDORP JOHANNESBURG 2001
CENTRAL LAND REGISTRY

into by my ^{ex}attorneys of record
Lesome Attorneys who used to work
for De Klep and Mandelstern,
Zwane and Sants and they have
now moved into the same offices
of Culhane Attorneys and the
is actively frustrating my
efforts to have the endorsement
made on the property by
embarking on the process of
misinformation, ducking and
diving. This is a case of a
clear conflict of interests as I
objected when he told me that
he is joining Mr Culhane as my
case has now been finalised
on the 17th October 2006. He then
wrote me a letter to say that
he was now practising as Lesome
Attorneys. The so called Lesome
attorneys are housed in the
same building as the so called
Liquidators Culhane and they
share the secretary. That is how
independent he is.

Regards

V. A. Scherer

334 463-37

60.536.63

Date Datum 2006 10 19

At sight pay to the order of The Standard Bank of South Africa Limited
Betaal op sig aan die order van Die Standard Bank van Suid-Afrika Beperk

the sum of die som van THREE HUNDRED & THIRTY FOUR

THOUSAND FOUR HUNDRED & SIXTY THREE & THIRTY SEVEN CENTS

R334 463-37

for value received vir waarde ontvang

Account number Rekeningnommer 002404877

Customer's name Naam van klient LA SE HUME

To Aan MANNER

Customer's identity no. / Klient se identiteitsno. 43 03 21 54 45 0 8 5

Signature Handtekening [Signature]



MIDRAND

Not Negotiable Nie Verhandelbaar nie

001-155

Date Datum 2006 10 19

Pay Betaal Gerald Anthony Culhane

the sum of die bedrag van Three hundred and thirty four

thousand four hundred and sixty

three and thirty seven cents only

R334 463-37

CMSA SGB cert no.



Available in the Common Monetary Area only. Vir Die Standard Bank van Suid-Afrika Beperk - Banktjekrekening

For The Standard Bank of South Africa Limited - Bank cheque account

L.L. NDEBELE 009846042102

[Signature] P. Oetjy

0048546 001155

Alas, whilst we were still contemplating what to do next your secretary phoned me to come and see you urgently. On the appointed day at your offices you told me how remorseful Mrs. Moletsane was about what had happened, and that she requests a meeting with me. I requested my brother Oupa Sehume to accompany me as I did not trust this judge. On our first visit we could not see her as she was not available. Our next visit we saw Mrs. Moletasne who sent us back to you saying it was not necessary for us to come to her chambers as she was able to help us through you. She expressed concern about my well being and that you are both going to help me with my problems with the liquidator.

She further told us that we should communicate everything to you and you will both address my problems. When I reported back to you about our meeting with Mrs. Moletsane you warned me that I should not report the matter about Cullhane to the Law Society as the matter will drag for a long time because Cullhane was a powerful lawyer. I then told you that I had contemplated reporting Mrs. Moletsane to the Judicial Services Commission, but did not know how to do it. You then told me that I will never have my problems resolved if I took that route as justice is very expensive. You then told me that you and Mrs. Moletsane will see to it that Cullhane settle the estate fairly.

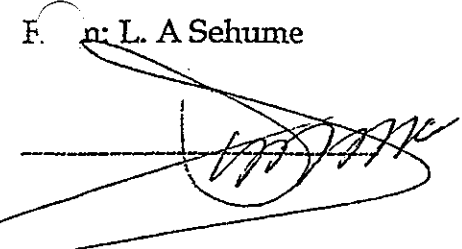
All what you told me made sense as I have no more money for lawyers. Unfortunately it would appear that these white lawyers do not take you seriously as a black lawyer. It has taken too long to settle this matter that I feel you either willingly misled me or had an agenda unknown to me. It goes to show that had I not put a caveat on the property my house would have been sold and there is nothing like legal favour you alleged Cullhane was going to exercise after obtaining the order to sell my house.

Please make available to me all the documents you requested from me after the 2nd June 2008. I have lost a lot of money already and I am now tired of your empty promises.

It goes to show that justice is inaccessible to an ordinary black man.

Besides the divorce, you made my life miserable, but you can rest assured that I will be fine one day.

F. n: L. A Sehume



20/05/09
MLAMEO INC
RECEIVED WITHOUT
PREJUDICE

ANSIE McLENNAN

Franklin

From: "Gerard Culhane Att." <culhane@mweb.co.za>
To: <shapdm@mweb.co.za>
Sent: 27 July 2006 09:03 AM
Subject: Fw: SEHUME

Our ref.: G. CULHANE/LIZA/GAS 286
Your ref.: SEAN FRANKIM/LR/S7239

27 JULY 2006

Sir

re.: DIVORCE :- MR. & MRS. SEHUME

Thank you for your fax dated the 21st instant and received on the 24th instant.

It seems that the matter has been resolved in all aspects but one, this being the issue of which firm of attorneys should attend to the transfer of the 50 % share of the fixed property.

The writer would not have had an objection to the attorneys appointed by your client attending to the transfer, under the writer's supervision but Messrs. Schickerling, Bowen & Hessefink indeed do have an objection to your client's appointed attorneys attending to the transfer.

In the circumstances, especially having regard to the fact that the underlying motivation for the appointment of the said attorneys is that they will not be charging your client, kindly would you obtain confirmation from Miss. Lenyai of the firm Ramathwala Lenyai Inc. whether their firm would be willing to perform all the work that needs to be done in order to transfer the half share in the fixed property, on the basis that the writer would be appointed as the conveyancer in terms of the agreement of sale, but the writer would allow Messrs. Ramathwala Lenyai Inc. to do all the work incidental to the transfer, subject to the writer's instructions and supervision.

In such a case the writer will not charge your client any fee and will not charge the joint estate any fee that would otherwise have been charged in the ordinary cause of such a transfer.

A copy of this letter has been forwarded to Messrs. Schickerling, Bowen & Hesselink.

We invite you to submit a list of issues which your client requests the writer to investigate, in terms of paragraph 8 of your letter under reply, in so far as there might be particular issues that your client requires to be investigated.

Yours faithfully
GERARD CULHANE

PER:

-CCS SUPPORT SERVICES-

MODE = MEMORY TRANSMISSION
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-CCS SUPPORT SERVICES-

***** JOURNAL - COMM. DATE 28-AUG-2006 TIME 12:37 *****