

**IN THE NATIONAL CONSUMER TRIBUNAL**

NCT/150759/2020/141(1)

In the matter between:

**Ms. FAKAZILE NACY MATSHOBA**

Applicant

And

**SA TAXI FINANCIAL SOLUTIONS (PTY) LTD**

Respondent

**OPPOSING AFFIDAVIT TO ANSWERING AFFIDAVIT OF THE RESPONDENT SA TAXI FINANCIAL SOLUTIONS (PTY) LTD**

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I, the undersigned

**Hendrik Johannes de Beer**

ID 5909215116085

do hereby make oath and say:

1. Noted
2. Noted
3. Every perceived spurious complaint interpreted as defamatory made by H. de Beer is backed by factual, documented evidence open for discussion and Judgement in a Tribunal.
4. Contrary to SA Taxi Financial Solutions (Pty) Ltd and SA Taxi Development Finance (Pty) Ltd (SATF) as private money lenders, I as a corporate financier have no objection in answering to any objections SATF may have in a clear, precise and honest manner to the Tribunal backed by factual documented evidence.
5. 5.1. SATF are to study the mandate held on record since inception of this complaint on or about 16 February 2018, duly signed by the Applicant Ms. Matshoba:  
5.2. They will note that Ms. Matshoba as a Xhosa speaking woman has authorised me to quote *“to peruse the matter by means of facilitation, any court, tribunal or legal forum capable to adjudicate hereupon.”* unquote.  
5.3. She also agreed to the fact that quote *“ The appointment and mandate of Hendrik Johannes de Beer as the case may be, to act herein on behalf of “The Client”* unquote

- 5.3. I trust that it will assure SATF to accept that they may have indeed deceived an unsophisticated Xhosa speaking lady that is depending on a bilingual finance specialist to represent her against a perceived ruthless private money lender.
6. As discussed in Par.5
7. 7.1. Noted - it was the only and correct process to follow due to no assistance from SATF at all. Ms. Matshoba was guided by the SATF's contractual wording expressed in clause 3.2 of the rental agreement, comprehensively discussed in Par. 25.1.2.2. to 25.1.2.5. of this opposing affidavit.
- 7.2. The letter addressed to SATF at the outset on or about 16 February 2018, followed by 2 letters were included in the complaint lodged with the NCR on 27 February 2018. The complaint stated amongst other that a 3<sup>rd</sup> generation SATF repossession Panel van illegally converted during 2007 to a "fake" taxi was sold and financed during 2013 to Ms. Matshoba at the excessive price of R205 776 above the recommended retail price of R77 800 for that make and model Toyota Quantum.
- 7.2.1. The initial detailed letter of complaint to SATF was included in the NCR's complaint lodged on 27 February 2018 due to no timeous response. SATF outright ignored the contents of the letter addressed to them that was lodged on or about 16 February 2018.
- 7.3. SATF acknowledged the complaint of Ms. Matshoba through their legal counsel on 28 February 2018 only once been made aware by the NCR that a formal complaint was lodged by the applicant on 27 February 2018. Although acknowledged, SATF outright refused to assist Ms. Matshoba to date.
- 7.4. A comprehensive investigation by the NCR was conducted with a non-referral letter been issued 22 months later on 18 December 2019.
8. 8.1. Contrary to SATF's stresses, prays and hopes, the matter of illegal Panel van conversions is not going to disappear soon. They may eventually be held accountable for in excess of 500 "fake" taxis (by own admission – source internet) sourced and financed to unsuspecting taxi owners.
- 8.2. This number of illegal conversions deceptively sourced and financed by SATF to unsophisticated potential taxi owners such as Ms. Matshoba, may indeed be underinflated as DoT / Tasima excluded the years 2005 to 31 July 2007 in their calculations as expressed on their eNatis printouts. Some of SATF's own repossessions deceptively re-financed thereafter with records dating up to 2013 were recorded by both the Public Protectors during their investigations spanning 7 years.
9. 9.1. SATF as a Developmental Credit provider has never been audited for reckless lending practices since inception as confirmed by the NCR. The NCR could not confirm whether or not SATF has ever submitted a pre-approved "evaluative mechanism" open for unbiased, objective and close scrutiny as basis for quality audits. It is therefore impossible for the NCR to assess SATF's Developmental lending against Ms. Matshoba's claim (source Adv. Smith) - enclosed the NCR's confirmatory letter **Annexure A.1.**

9.1.1. NCR letter Par. 2 Quote ***“The National Credit Act does not have guidelines or regulations in respect of developmental credit, as it is excluded from the Affordability Regulations”*** unquote. Continued: Quote ***“I have requested our Compliance Department to confirm if they have pre-approved the evaluative mechanisms of SA Taxi; and will revert in this regard”*** unquote

9.1.1.1. Adv. Smith could not confirm if any evaluative mechanisms were ever submitted by SATF or any of its affiliates that was duly approved by the NCR.

9.1.1.2. High risk asset base financed goods such as taxis are financed in reputable specialised vehicle finance Banks such as Wesbank and Absa. The complexed individual finance is strictly guided, controlled and audited by both internal and external credit specialists. They are skilled in ethical credit principles and highly trained to identify and prevent reckless lending practices that includes creative accounting practices.

9.1.1.3. Contrary to SATF as a private money lender commercial Banks are guided by a mutually approved tried and tested taxi finance model that includes a realistic and proven affordability calculations model derived from a computerised taxi route analysis model open for in depth scrutiny by any legal forum, shareholding or private investors as is the norm in all JSE listed companies.

9.1.1.4. SATF as a private NCR Developmental Credit provider refused outright to participate in this complexed model that is successfully utilised by both of the major commercial Banks specialising in taxi finance.

9.1.1.4.1. It is SATF's belief that the Commercial Bank's model does not contribute at all to their own flawed business model of unrealistic route calculations, quick unsubstantiated finance, immediate repossessions, refurbishment and the quick internal disposal of repossessions linked to almost guaranteed internal SATF rental finance free from any internal and /or external audits.

9.1.1.4.2. As an NCR registered “Developmental Credit Supplier” SATF and their various subsidiaries are confirmed by the NCR as free to uncontrolled rapid growth not subjected to any form of independent quality scrutiny by the NCR. As confirmed by the NCR, SATF is excluded by special arrangement from any credit scrutiny as Developmental Credit providers that has led to the financial demise of many unsophisticated and/or unsuspecting taxi owners over the years since inception.

9.1.1.5. Why should private Developmental Credit money lenders such as SATF be allowed and protected by the NCR in confidentiality with no regular quality audits and excluded from sound “Affordability Regulations” only applicable to listed Commercial Banks on similar high risk asset base finance?

9.2. SATF least of all, is in no position to rate the quality of their own vastly growing book of 31 000 accounts exceeding R10bn that is currently being plagued by escalating arrears and repossessions (by own admission – source internet) as free from reckless lending practices.

9.3. SATF's boasting statement that Ms. Matshoba made regular payments only until her illegal Panel van taxi was confirmed as a "fake" and structurally defective during February 2018 is no excuse and utmost deceptive. As stated in my notice of filing affidavit she was forced and had to resort as a direct result stemming from reckless lending practices in running a "pirate" taxi operation amongst the outlying mines of Rustenburg during the odd hours of the night. SATF in error deceptively forwarded the NCR a confirmed "fake" and qualified operating license only applicable to Nanduwe Soweto Gauteng, 250 km and way outside her sphere of operation in Rustenburg, North West.

9.3.1. Contrary to SATF's statement that Ms. Matshoba made regular payments the following qualification: The statement of account provided by SATF in their answering affidavit speaks of a taxi owner, forced to operate a pirate taxi under extreme difficult circumstances with uneven and skipped monthly payments as a result. She however managed to avoid her taxi been repossessed on many an instance as she will testify under oath. Official complaints were made to both SATF and the NCR (paper trial history available on request) that Ms. Matshoba was being harassed and threatened by SATF on almost a daily basis during the day, after hours and on weekends to pay her account arrears or face immediate repossession. This harassment still continued whilst the matter was investigated by the NCR. Ms. Matshoba will testify accordingly.

9.3.2. It is important to note that SATF also *stated and confirmed that Ms. Matshoba was not in arrears and her account almost paid up* when her illegal, structural "rented" defective Panel van conversion taxi was returned to SATF during February 2018 due to no fault of her own.

9.4. Ms. Matshoba will testify under oath that she has never been to the Permit Board in Johannesburg or know of its whereabouts where the "fake" Operating License (O/L) supplied by SATF to the NCR was issued. Ms. Matshoba's presence as the prospective taxi owner would have been required at the O/L Board for the process to be legal.

9.4.1. As stated in my notice for filing SATF failed to notice that the "Operating Licence" was a fake / fabricated copy of a "be legal receipt" expressed as a non-verified copy for a replacement taxi with a different vehicle VIN number.

9.4.1.1. It was proven beyond doubt by the NCR, DoT and I that SATF deceptively provided a fake / fabricated unvalidated receipt copy as an Operating licence to the NCR during their internal "investigation" as a coverup for their own perceived irresponsible and poor, unmonitored credit vetting processes at inception.

9.5. The “*Operating Licence*” was not verified as a copy of the original by the SATF F&I as is the norm in any reputable commercial Bank. Without such verification, no value can be placed on the validity of this document that it has not been tampered with. The illegal document supplied by SATF to the NCR as *a non-verified copy is thus null and void as evidence.*

10. 10.1. Why was Ms. Matshoba as the Applicant and H. de Beer as her mandate holder excluded from the closed meeting held between SATF’s legal counsel and the NCR? Were minutes kept or was the meeting recorded by the NCR as is the corporate norm? Can it be made available to the Tribunal as well as the Applicant for close scrutiny purposes?

10.2. The NCR has issued a non-referral notice on or about 18 December 2019 – a paper trail between the NCR and H. de Beer upon request if needed, will confirm undue delaying practices between SATF and the NCR spanning 22 months.

11. By own admission the NCR (Ms. Rappard and Adv. Smith) has confirmed to me that they as the NCR are in no position to assess reckless lending practices at SATF. By own admission they have acknowledged in being highly qualified legal persona with limited specialised financial skills. Comforting is the knowledge that Tribunal has the powers and financial skills vested in them to assess and Judicate reckless lending practices in an unbiased manner with no fear or favour – the Tribunal may consider if they will require Ms. Rappard and Adv. Smith as senior legal persona to be summonsed and explain their statements to the Tribunal. I have a paper trail available on record available for scrutiny confirming these conversations.

12. 12.1. Why would Serviplex 122CC T/A Taxi Centre repo loan account (*Liquidated*) be deceptively selling a SATF owned “Panel van” repossession to an unsophisticated first time buyer as a taxi from a plot at De Deur near Vereeniging? SATF was well aware since 2008 (by own admission made to the Public Protector during 2015 – transcription available) that they were warned by SABRIC and knew by heart that Quantum “Panel van” conversions were indeed illegal and dangerous as they are structurally defective – deducting that criminal intent cannot be excluded as these “fakes” are easily identifiable by a unique VIN number pre-fix as explained in the SABRIC meeting during 2008. Copies of the 2008 SABRIC presentation and photos available upon request.

12.2. Why was the illegal Panel van taxi conversion deceptively sold during 2013 at De Deur to Ms. Matshoba, *not dealer stocked and registered in the name of Serviplex 122CC T/A Taxi Centre* as is the legal requirement iro **contractual ownership** by the seller and **SARS VAT control**? See the eNatis report confirmation enclosed in my notice of filing affidavit.

13. 13.1. It is seen in a dim view that SATF will resort to try and deceive the Tribunal under oath that Ms. Matshoba quote “... *the initial credit application which the applicant completed by hand.*” unquote. It is confirmed that Ms. Matshoba is an unsophisticated Xhosa speaking lady that cannot read, write or understand English at all. Ms. Matshoba will testify to it under oath via a Xhosa speaking translator to confirm this deceiving statement as a blatant lie.

13.2. The incomplete but signed typed application *confirming her unemployment status linked to no financial reference details or Bank account* would have pointed during an audit trial at a reputable commercial Bank directly to perceived reckless lending practices.

14. 14.1. SATF seeking amnesty behind the NCR's Developmental Credit status as stated in my notice of filing affidavit, is similar as been awarded an NCR license to deceive and destroy innocent livelihoods in an uncontrolled / unaudited fashion linked to an NCR exemption from reckless lending practices on expensive depreciating assets.

14.1.1. Taxi business is known in specialist reputable commercial Banks to be an unstable high risk environment subjected to many and frequent operational variables if not calculated and planned for in advance.

14.2. SATF has failed to respond to the statement in my notice of filing affidavit relating to their illegal bait marketing practices that was confirmed by documented evidence. *The NCC has tabled bait marketing to be an illegal practice that has a direct bearing to reckless lending practices.*

14.2.1. Why is the Consumer Protection Act No 68, 2008 only applicable to reputable commercial Banks financing taxis and not private money lenders hiding behind their Developmental credit status such as SATF that are openly and without fear exploiting illegal bait marketing tactics to the hilt? – proof of such unopposed national advertising documentation submitted in my notice of filing affidavit.

14.3. No reputable commercial Bank specialising in high risk asset base finance such as taxis has ever opted for amnesty against reckless lending claims in registering as an uncontrolled NCR protected Developmental Credit provider. Commercial Banks in comparison to private money lenders such as SATF are legally bound by ethical lending practices and ongoing quality audits both internal and external that are both open to legal challenges as JSE listed companies.

16. 16.1. It was proven beyond doubt by the NCR, DoT and I that the validations undertaken by SADTF were indeed false / fabricated to deceptively enhance their own repossession sales at all costs – see my previous affidavit. It speaks first hand of SADTF's perceived deliberate and poor quality assessment processes deducting that Ms. Matshoba's case may not have been in isolation.

16.1.1. Despite irrevocable factual / documented evidence held in hand by the NCR confirming large scale deception at SATF, the NCR outright refused to act against their registered Developmental Credit provider. The NCR's confirmed lack of specialised financial skills cannot be discounted and may explain this perceived bias empathy towards SATF.

16.1.2. The Tribunal to consider in summoning the NCR to testify to this respect and be subjected to cross examination – If requested I have an NCR paper trial on record to prove the same.

16.2. As mentioned at first in Par.13 it is seen in a dim view that SATF is once again trying to deceive the Tribunal in the answering affidavit with a second blatant lie under oath. Quote *“the applicant completed what is known as a taxi route form in*

*which she confirmed the truth and correctness of what was contained therein”*  
unquote

16.2.1. Ms. Matshoba can honestly only communicate in Xhosa. As explained, she does not possess over any of the linguistic skills such as read, write or to understand English. It is virtually impossible for her to have “completed” the taxi route form with her not knowing the Soweto area or outlay of it linked to a linguistic barrier. Ms. Matshoba will testify under oath to it.

16.2.2. As a first time taxi owner residing in Rustenburg that has never set foot in Nanduwe Soweto, it would have been impossible for her as a Xhosa speaking woman to grasp and communicate the complexed details of not 1 but 2 routes “assigned to her” linked to pricing and operational costs 250 km from Rustenburg. Ms. Matshoba will testify under oath accordingly.

16.2.2.1. It is seen in a dim view that SATF is once again trying to deceive the Tribunal under oath for a third time. The route in question is not from ***Kwa-Mthethwa informal Taxi rank*** but stated on the two “taxi initialled-signed route forms” supplied deceptively by SATF to the NCR as ***Mofolo*** and ***Dube*** taxi ranks.

16.2.2.2. The two routes allocated to a Xhosa speaking first time taxi owner from another province on a highly competitive taxi route prone to ongoing taxi violence are most unlikely – confirmed by Ms. Ndaba Chairman and Mr. Nzimande deputy Chairman of Top Six Management. They are willing to testify should the Tribunal wish to it.

16.2.2.3. The information captured on the initialled-signed Mofolo and not unallocated “Kwa-Mthethwa informal route” as R63 360 turnover with a R51 960 nett profit should have indicated to SATF’s credit experts gained from their “experience” that not a single taxi owner has the ability to generate such an outrageous high turnover from a single route from anywhere in Soweto to JHB – confirmed by Top Six Management.

16.2.2.4. It is obvious that the SATF endorsed F&I person completing the route information on behalf of Ms. Matshoba had no idea of what he or she captured on paper. SATF’s credit vetting process should also not have tried by own admission to water down and manipulate the route information with thumb suck and deceiving calculations to deceive and impress the NCR.

16.2.2.5. This transaction should have been declined outright from the outset based on the unrealistic high / inflated / fabricated numbers collated by their accredited F&I as is required of a responsible lender. I have no doubt that the SATF F&I that completed the documentation on behalf of Ms. Matshoba may have never been subjected to proper training, close scrutiny or even questioned informally relating to reckless lending practices and / or some basic creative accounting pointers applicable to taxi routes.

16.3. SATF to try and explain their calculation model to an experienced taxi financier such as me in front of the Tribunal. I will prove under oath that their watered down route calculation expressed in Par. 17 of their answering affidavit, presented to the NCR and Tribunal is based on flawed, inaccurate and thumb suck information.

16.4. The “watered down” thumb suck route calculation conducted by SATF is of no value to the case of Ms. Matshoba. SATF have indeed selected and calculated the wrong route - thus is the incorrect calculations as expressed in their reply null and void.

16.4.1. The Kwa-Mthethwa informal rank calculated by SATF is a totally different route than not only the one, but the highly unlikely two separate routes namely Mofolo and Dube “allocated” by Nanduwe Taxi Association to her. The two “initialled” route forms deceptively supplied by SATF to the NCR and supposedly completed by the Applicant were both enclosed in my notice of filing affidavit.

17. As explained in Par. 16.3. I will be able to prove to the Tribunal in the presence of SATF’s credit manager and/or actuary that their recalculated figures on the wrong route are still inaccurate and deceiving. I will back it with factual and logical explanations open to close scrutiny and live debate in a visual presentation proving beyond doubt that SATF’s general calculation model is indeed fake, deceiving, optimistic and inaccurate.
18. It is obvious in deducting that SATF may have got confused during their inaccurate calculations to try and justify their poor unsubstantiated lending at that point in time.
19. R7 257 nett profit from an original turnover of R63 360 amounts to R56 103 in watered down operational costs for the JHB / Mofolo route. This is not worth an intellectual argument at this point in time as it is obvious that SATDF’s taxi route model is flawed. Their poor attempt and motivation to downscale the information is questionable.
20. SATF once again deceptively confirmed that they have knowingly invoiced, sold and financed Ms. Matshoba only a Panel van as a taxi. If not illegally converted by SATF to a taxi during 2007, to do what with? Where must the passengers sit as a Panel van is legally licensed only to have 3 seats? *The National Road Traffic Act No. 93 of 1996 item 250 prohibits the transport of passengers in the goods compartment of a vehicle for reward.* The non-homologised fixture of passenger seats to a 3 seater Quantum Panel van is confirmed by legislation and the Public Protector in her final report dated 28 March 2019 as being illegal and deceptive.
21. 21.1. Should the Tribunal wish, Ms. Matshoba to testify and recite only 1% of the contents from the elaborate SATF documentation including “route information” in easy questions compiled by the Tribunal.
  - 21.1.2. It will prove as I have no doubt that she was directed and made to initial each page without the proper explanation and understanding of the English documentation as a Xhosa speaking woman.

- 21.2. The Tribunal to consider in summoning both the witnesses that supported Ms. Matshoba`s signature on her rental agreement namely “*Raoofa Ally*” and “*Duie de Bruyn*”. The purpose thereof is that the Xhosa translator of the Tribunal assess their Xhosa speaking / translation skills. This may prove my statement in Par. 21.1.2.
22. 22.1. Ms. Matshoba could only honour her monthly payments by operating a pirate taxi in Rustenburg as the route information and Operating licence for Nanduwe Soweto may have been fabricated either by SATF, SATF`s repossession dealer or the SATF accredited F&I in question as the documentation was not certified as true copies of the original. It was also confirmed by the O/L Board as being fraudulent – see my notice of filing application.
- 22.1.1. Photo copies are prone to fabrication / manipulation and is almost a guaranteed recipe for fraud and deception.
- 22.2. As stated in Par. 22.1. there was no certification on the photostat copies presented – therefore these confirmed “fake” Operating Licenses supplied by SATF to the NCR are thus null and void.
23. As explained in Par. 22.1. Ms. Matshoba was forced to operate a pirate taxi in Rustenburg as the O/L documentation supplied by SATF to the NCR and Tribunal was confirmed to be false and fabricated as it is not an O/L but a “fake” *receipt to transfer*. The Taxi Association letter from Nanduwe Taxi Association deceptively certified by the accredited SATF F&I validated as true and correct was also confirmed false and deceptive with incorrect, duplicated and non-existent cell numbers as explained in my notice of filing affidavit.
24. 24.1. SATF`s escalating monthly arrears and repossessions (by own admission) as confirmed in their latest management accounts (source internet) is a clear confirmation that pirate taxis deceptively financed by SATF have an almost zero chance of success.
- 24.2. Ms. Matshoba`s case was rather the exception than the norm. SATF has nothing to feel proud about as their fabricated route in Soweto contributed nothing to her risky late night pirate taxi operation in Rustenburg spanning more than 5 years.
25. 25.1. Ms. Matshoba acted with integrity by delinquently trying to keep her rentals up to date with various arrangements for late and fractured payments noted on her statement of account supplied by SATF.
- 25.2. To the contrary SATF may have acted impulsively and with malicious intent in obtaining pre-maturely a default judgement prior repossession, valuation and sale as is the norm in a reputable commercial Bank. Ms. Matshoba honoured her agreement for 5 years religiously till February 2018 when as a result due to no fault of her own, she followed SATF guideline rules stipulated on their rental agreement in specified clauses, almost to the letter:
- 25.2.1. Ms. Matshoba immediately informed SATF during February 2018 of the problem and the whereabouts of her vehicle as required of her in Clause 6.1 of SATF`s rental agreement – agreement clause supplied by SATF in their answering affidavit.

25.2.2. Clause 3.2 of the SATF rental agreement is clear - Quote “the vehicle shall only be used for the purpose for which it is intended for” unquote – agreement clause supplied by SATF in their answering affidavit.

25.2.3. When Ms. Matshoba was made aware that it was an illegal Panel van conversion that may not only endanger her passenger`s safety but indeed a breach of SATF`s rental agreement terms, specified in Clause 3.2, she had no alternative than to stop operations immediately and inform SATF without avail during February 2018.

25.3. By not doing so her insurance and passenger liability would also be invalid as a result. She could face repudiation of the respective claims in the event of an accident claim resulting in a total loss of monies vested by her in the Taxi – insurance confirmatory letter to it enclosed during notice of filing affidavit.

25.4. Ms. Matshoba could not legally use the vehicle for the purpose it was intended for as that of being a taxi.

25.5. To the contrary - SATF was indeed in breach of not honouring their own agreement in assisting Ms. Matshoba by either replacing the goods or refunding her timeously deducting that they themselves were guilty of deceiving Ms. Matshoba with possible intent since 2013. This is despite SATF being warned by the Public Protector on about 2015, Western Cape Parliament during 2010 and SABRIC during 2008 against illegal, structural defective Panel van conversions financed. These warnings and SATF`s confirmatory statements are contained in various recordings and/or transcripts available upon request that is held in my possession.

26 . 26.1. The summons and default judgement against Ms. Matshoba can be perceived as outright malicious and damaging to her limited credit profile due to the fact that this case was still sub-judicial with the NCR. The excessively priced vehicle was never valued and sold to offset against the meagre outstanding amount. A non-referral was issued by the NCR only on or about 19 December 2019.

26.2. SATF knew from day one (their utmost and first requirement) that I was mandated to act on Ms. Matshoba`s behalf as she was only Xhosa speaking. No attempt was made by their dedicated legal counsel to inform me of the default judgement summons even though they have acknowledged and recognised my mandate in writing as early as 28 February 2018.

26.3. It is our plea that SATF immediately reinstate Ms. Matshoba`s good payment profile with SATF and remove the malicious and illegal judgement of her name. Undue defamation and punitive damages caused to her mental health and good name cannot be ruled out as it will prevent her from any future cell phone contract or clothing account of sort - with only one exception - SA Taxi`s almost guaranteed, generous, unaudited Developmental Credit repossession finance for pirate taxi owners available at SATF`s many Taxi Mart outlets at a national level.

27. Explained in Par. 26.

28. Explained in Par. 26.

29. 29.1. SATF was informed immediately by the Applicant in documented evidence of the problem, their vehicle's whereabouts and mechanic's lien on or about 16 Feb. 2018 as it is a legal requirement specified in SATF's rental agreement.
- 29.2. SATF immediately tracked the vehicle through their compulsory taxi satellite tracking system with Ms. Matshoba's monthly Tracker subscriptions paid in full by her. SATF collections staff then visited the premises in Rustenburg without wasting any time.
- 29.3. Whilst direct negotiations from the outset between SATF's collections department and the mechanic Mr. Pretorius about his lien took place, his workshop premises were frequently visited by various SATF staff. Photos were taken by SATF of the stress fractures and rust on the weakened body. Mr. Pretorius is prepared to testify accordingly under oath as he in turn took several photos of the weakened body for record purposes.
30. It is a pathetic and lame excuse of SATF. The vehicle has a hidden tracking system that is closely monitored and administered by SATF. Should the vehicle be moved or the tracker system be tampered with, a warning signal is sent to their collections department and immediate recovery procedures are instituted – confirmed by "Rudolph", SATF collections officer. – If necessary, Rudolph can be summonsed to testify as he will recall one of our two related telephone conversations on the subject.
31. The Tribunal will make their own ruling based on the merits of this case and not be influenced by the opportunistic and desperate plea of an implicated respondent.
32. 32.1. It is my respectful and humble submission on behalf of the complainant, the unsophisticated Xhosa speaking Ms. Matshoba, that the Consumer Tribunal may consider to grant the applicant leave to a fair trial, supported by a taxi finance specialist that will prove that SA Taxi Financial Solutions (Pty) Ltd, SA Taxi Developmental Credit (Pty) Ltd and associated companies as private money lenders, are subjecting unsuspecting and unsophisticated potential taxi buyers to high risk unmonitored reckless lending practices.
- 32.2. Unsuspecting, unsophisticated new taxi owners such as Ms. Matshoba are lured by SATDF's illegal bait marketing practices backed by confirmed deceiving, false, fabricated route calculations and "fake" Operating licenses that may have despicably destroyed the livelihoods of countless predominantly black families since their inception as a private money lender for huge financial gains.
- 32.3. Ms. Matshoba has lost everything including her almost paid up "fake" taxi that she has worked for under the most difficult of circumstances during this past 7 years due to no fault of her own. As an unemployed she lives today in utmost poverty with her family – she has limited future prospects to ever recover financially from this deceptive scam. She has not only lost her meagre monthly income but complete business as a result. She was left maliciously blacklisted by SATF as a departing bonus.
33. 33.1. It is also my respectful and humble request that the Tribunal considers and authorise with an immediate effect an in depth investigation by external credit

specialists into SATF`s NCR registered Developmental Credit finance model and unaudited deceiving, non-existent lending criteria applicable to existing and repossessed accounts since inception to date. The NCR and/or SATF to fund such an independent audit via the Tribunal.

33.2. Ms. Matshoba`s case is not the exception. *I have SATF samples depicting unemployed, first time buyers, with no track record, no proof of income, no legal Operating licenses and taxi owners running on non-viable routes approved by SATF.* Many were lured by illegal bait marketing advertising and unrealistic route income calculations deceptively completed and/or calculated by SA Taxi Development Finance (Pty) Ltd on their behalf.

34. Deducting from the documented evidence in hand and self-confessed out of control spiralling arrears, SA Taxi Finance Solutions (Pty) Ltd may have been exposed as not being more than a deceiving loan shark exploiting the most vulnerable of the population for huge financial gains.

I am familiar with, and understand the contents of this declaration. I have no objection to taking the prescribed oath. I consider the prescribed oath as binding to my conscience.

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**DEPONENT**

I CERTIFY that the Deponent has acknowledged that he knows and understands the contents of this Affidavit which is signed and SWORN TO at \_\_\_\_\_ BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 the regulations contained in the Government Notice Nos. R1258 of the 21 st July 1972 and R1648 of the 16 th August 1977 as amended having been complied with.

BUSINESS ADRES:

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**COMMISIONER OF OATHS**

FULL NAME:

CAPACITY:

AREA:

