

STATEMENT BY MOLTINO MTANTALALA ON HIS EMPLOYMENT AND SUBSEQUENT RESIGNATION
AT LYNDHURST FARM

I, the undersigned, Moltino Mtantalala ID Number 390404 5303 08 8, wish to state as follows:

1. I am 60 years of age and the date of birth reflected in my Identity Document as 04-04-1939 is incorrect.
2. I am presently employed by Mr Krull and live on his farm with my family. My present earnings are R50,00 per month and I also receive a ration of one bag of mealie-meal at the end of each month. My son, Wakile, is also employed by Mr Krull and earns a wage of R50,00 per month and receives a ration of one bag of mealies at the end of each month. Mr Krull also allows me to keep and graze cattle on his farm.
3. I was previously employed by Mr Sid Knott from 1984 to September 1989 on Lyndhurst Farm. In terms of a verbal agreement we agreed that Sid Knott would pay me a starting wage of R30,00 per month. He said that would allow me to keep and graze cattle on his farm but not goats. I had 10 goats which I then had to leave at Thornpark by arrangement with my previous employer, Mr Milton Adler. Sid Knott also said that he would supply rations of one bag of mealies and one bag of mealie-meal at the end of each month.
4. I was employed by Sid Knott as a herdsman. I had to look after approximately 900 sheep and 190 head of cattle. In 1988 Sid Knott acquired goats and I had to look after approximately 80 goats as well. Although my job was to take the stock for grazing and count at the beginning and end of each day, I found that I had to attend to the sheep, cows and goats whenever they were giving birth and help in the delivery of their young ones. This I considered to be outside the scope of my duties. I then asked Sid Knott how much he would pay me for the deliveries. He said that he would pay me R10,00 for attending to the delivery of sheep irrespective of the number of deliveries and nothing more. I was dissatisfied with this arrangement because I had been earning R30,00 for deliveries with my previous employer, Milton Adler. I persisted that Sid Knott should increase my wages.
5. In 1987 Sid Knott increased my wages from R30,00 per month to R50,00 per month. This he did after I had approached him three times requesting him to increase my wages. He informed me about this at the dipping tank and said that he would pay me only part of the wages amounting to R40,00 per month and that he would withhold payment of the balance of R10,00 until the end of the year when he would then pay me the lump sum due to me in the sum of R120,00. He said that the reason for doing this was that he wanted to save some money for me so that I would not have to borrow money from him at Christmas-time. I indeed received R120,00 at the end of 1987 and again at the end of 1988. I do not know how much other farmworkers earned. I only know that farmworkers who own cattle grazing on the farmer's land earn less than those farm-workers who do not keep and graze their cattle on the farmer's land.

6. In 1988, after the sheep had delivered their lambs, I expected Sid Knott to pay me for the job but he did not. When I asked him why he had not paid me he said that he would pay me after the sheep had been sheared. I had no choice. By now I also had to shear the sheep and I was being paid R0,25 (twenty-five cents) for each sheep I sheared.
7. One day in September 1989 I went to visit my mother at Tshabo Village who was ill and returned to Lyndhurst Farm before sunrise the following day. I met Donald, the son of Sid Knott, and asked him if he could ask one of my fellow-farm-workers to help me find an expectant cow which was now missing. Donald responded by saying that I was drunk. I guessed that the reason for saying this was because there had been an "umgidi" at Mr Malcomess's farm the previous day. When Donald said this I was very hurt and said that I had been working for them for long hours each day for seven days a week without a lunch break and earning a meagre wage yet this was not being appreciated by the Knotts. Donald said that it was not his fault that I did not take my lunch break. I thereafter decided to take my lunch breaks but it was Donald again who interrupted my lunch breaks by asking me to do a job for him. He also expected me to work overtime for no extra pay. This I regarded as sheer exploitation and decided to terminate my services and leave the farm.
8. I left Lyndhurst Farm on 6 September 1989 and was only paid an amount of R40,00 wages for the month of August 1989. When I asked Sid Knott about the amount of R10,00 he had been deducted from my wages every month he said that that was only a bonus he had been paying me and that he was not liable to pay me the amount of R80,00. I reminded him of our discussion in 1987 at the dipping tank but he was adamant that there were no other moneys due to him.
9. Sometime in 1988 I was injured on duty while shearing the sheep. I was cut on the forehead by a blade which Sid Knott was using for sharpening the sheep shears. I had previously asked Sid Knott not to sharpen the shears in the shed where we were busy shearing the sheep. I was then taken to Grey Hospital at King William's Town and x-rayed. The cut on my forehead was stitched and dressed. I was not admitted to hospital. Sid Knott's wife, Sheila, fetched me late that evening at Grey Hospital. The hospital authorities asked her to sign some papers but I do not know exactly what these were for. Despite the injury I was back on duty the following day. The stitches were taken out at the Grey Hospital after four days.
10. My son, Wakile, also worked for Sid Knott in 1988. He was earning R25,00 per month and two 20 litre tins of mealies. When he resigned Sid Knott did not pay him wages due to him for the last three weeks that he worked which I calculated at approximately R18,75 due to Wakile. I asked Sid Knott to pay this but has not done so to date.
11. Sometime in 1988 Sid Knott asked my wife what Owen Bahlmann was giving his farm-workers over and above the mealie-meal and mealies. She told him that he gave his workers 5 litres paraffin and 12,5kg sugar each month. Sid Knott then said that he would give his workers one bottle of paraffin, 5,0kg sugar and tea extra.

12. I wish to claim from Sid Knott the amount of R80,00 which he deducted off my wages in 1989. I further wish to claim the amount due to me for attending to the delivery of the cows and goats as well as the balance for the delivery of sheep. I also wish to claim the amount of R18,75 in respect of the unpaid wages of my son, Wakile. I would also request that the claim for Worker's Compensation be investigated as I was never compensated for the injury sustained on duty in 1988.

Dated at this day of February 1990.

Signed:

Witnesses:

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