



An affidavit claims Grinaker-LTA had a pre-emptive right to redevelop Soccer City because of an unpaid debt. Photo: Lisa Hnatowicz/Gallo Images

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my efforts to CoJ but met with an equally unsympathetic response. Despite letters to the city manager, I was unable to even secure a meeting with [the] CoJ.

"I, therefore, was only able to record our agreement to build Soccer City under cover of correspondence."

When the M&G contacted the city with Ackerman's version of events, it said that the department of public works owned the land that Soccer City was built on.

"The city does not own the stadium," said Gabu Tugwana, the city's director of communications. "It is owned by the department of public

works. The City of Johannesburg metropolitan municipality has possession and control of the stadium through a 99-year lease agreement between itself and the department of public works.

"The city of Johannesburg paid a nominal amount of R1 for the possession, control and use of the stadium," Tugwana said.

Asked about the pre-emptive right given to Grinaker-LTA, he said: "As far as Johannesburg city is concerned, Grinaker-LTA was not given a pre-emptive right.

"In terms of the Municipal Finance Management Act, the city went

and placed this project on tender for a service provider to build the stadium."

Tugwana directed further questions about the pre-emptive right to Safa.

Ackerman's affidavit refers to the involvement of the department of public works.

"I became aware that another problem existed," Ackerman stated. "The original Soccer City was built on land owned by the national department of public works and which was never paid for and, therefore, never transferred into the name of Safa.

"I engaged with the department

of public works, who eventually arranged a meeting between their attorneys and me.

"If my memory serves me correctly, I was accompanied by the corporate lawyers of Grinaker-LTA.

"The department of public works recognised the agreement but informed us that, for various reasons, [it] would not be able to honour it. After a few meetings, it was agreed that the department would pay Grinaker-LTA to nullify the agreement. To my best recollection the amount was R16-million.

"I cannot confirm this amount and I cannot recollect whether this

was actually paid by the time I left Grinaker-LTA.

"There was, however, a written settlement agreement between the department and Grinaker-LTA regarding this.

"To my best recollection, the agreement was reached during November 2006 and early December 2006."

The M&G tried to get comment from Ackerman, but his lawyer said that he was prevented about talking to anyone about the contents of his affidavit.

The department of public works had not responded to the M&G by the time of going to print.