

17 December 2016

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Magistrate Torlage & Guts Essel  
George Magistrates Court  
Cnr York & Courtenay Street  
Camfers Drift George 6529

*CC: Ref: GMC 2578-14: Lara Johnstone v Frode & Talitha Moe.*

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Transparency Copies:

*CAS 572-02, CAS: 1340/7/07; HC-CPD: 19963/09:*

Anton Marx, Muller Redelinghuys, JJ Marx, Yoliswa Sipoyo, Magistrate Fortuin, Giselle Rausch, Evadne Kortje, George Herald: Alida de Beer, George Airport via Airports Company SA, Graeme & Hillary Johnstone, Andre Johnstone, Lotta Gustaffson, Leonard Horowitz.

*Ref: EoP Alternative Dispute Resolution<sup>1</sup> Correspondence<sup>2</sup>*

Jeremy Gauntlett SC<sup>3</sup>  
Advocates Group 621  
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Judge Mabel Jansen<sup>4</sup>  
North Gauteng High Court  
Private Bag x 67, Pretoria, 0001, RSA

Magistrate Torlage & Essel:

**Re: Cultural Conflict, Dignitas Letter, Amended Notice of Motion, Further Evidence to clarify Clive's Lentegeur Court Record Statement**

Herewith my response to letter received via the Clerk of the Court – to my Request for Information letters dated 30 September 2016 – dated 06 October 2016, which states: "The case files and your requests were referred to Magistrate Essel and Torlage for consideration on which they made the following remarks: "You have to institute and action to sue for damages -- that means issuing a summons." Magistrates are unfortunately not allowed to get involved in litigating parties and cannot advise."

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<sup>1</sup> eop-adr.tygae.org.za

<sup>2</sup> <http://eop-adr.tygae.org.za/correspondence/>

<sup>3</sup> <http://eop-adr.tygae.org.za/tag/jeremy-gauntlett-sc/>

<sup>4</sup> <http://eop-adr.tygae.org.za/tag/judge-mabel-jansen/>

Magistrate Torlage & Essel:

1. *EoP v WiP conflict of cultures juridical arbitration*
2. *Dignitas Letter*.

Magistrate Torlage:

3. *Filing of Amended Notice of Motion vs a new Summons*
4. *Your verbal 'No sign of any mental disorders' statement*
5. *Further evidence to clarify Clive's Lentegeur court record statement*

### 1. **EoP v WiP conflict of cultures juridical arbitration:**

In correspondence to Frode Moe— Annex AA: 30 Sep to 28 October 2016 – he again indicated his preference for resolving the matter out of court, via alternative dispute resolution proceedings.

I contacted Jeremy Gauntlett and Advocates Group 621<sup>5</sup> to enquire what their conflict of cultures alternative disputes resolution proceedings were; which included my interpretations that both of you and Magistrate Buhr, and Justice Sandile Ngcobo, have to a limited extent, been willing to consider Ecology of Peace evidentiary arguments; unlike other Magistrates, or Judges, who totally refused any consideration of Ecology of Peace arguments.

A Conflict of Cultures court or arbitrator would consider culturally based evidence from any individual whatever their culture; even if none of the courts judges or arbitrators were members of one or both of the parties cultures; in order to reach a win-win compromise. A Monoculture court will consider only culturally based evidence from a particular culture; which could be racial, religious, class or ideological.

In this case an EoP and WiP court or arbitrator would consider both EoP and WiP cultural evidence; even if none of the courts judges or arbitrators were members of one or both of the parties cultures. A WiP only court would consider only WiP cultural evidence; denying access to the court's arbitration proceedings, from individuals who are not members of a WiP culture.

Some Magistrates -- Essel, Torlage and Buhr – were willing to consider the EoP scientific based cultural arguments and evidence I submitted to their courts; to a limited extent; in their civil and/or criminal court proceedings that I was involved in. Other juridical officials -- Magistrates Fortuin, Meyer et al and Prosecutors Redelinghuys, Sipoyo and Kortje -- were not willing to consider EoP scientific based cultural arguments to their criminal court proceedings courts. Justice Ngcobo's Concourt accepted EoP scientific based culture evidence arguments; and Justice Mogoeng has not been willing to consider EoP scientific based cultural arguments to his Concourt.

Adv Gauntlett and/or Judge Jansen have not yet responded to my aforementioned correspondence to them.

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<sup>5</sup> <http://eop-adr.tygae.org.za/category/adv-grp-621-j-gauntlett/>

If you are willing to answer the following questions, I imagine such information may be useful for myself, Clive Johnstone, Frode and Talitha's decision-making.

[Q 1.1] Was my interpretation that you were, to a limited extent in these proceedings, willing to consider Ecology of Peace evidence and arguments, accurate?

Ecology of Peace Radical Honoursty Factual Reality<sup>6</sup> Principles Working Hypothesis Conclusion:

[1] Earth is not flat. [2] Resources are finite. [3] When humans breed or consume above ecological carrying capacity limits, it results in ecological overshoot, resource depletion and resource conflict. [4] Some of the socio-cultural and psycho-political consequences of overpopulation & consumption collision with declining resources include: poverty, slavery, unemployment, food shortages, food inflation, cost of living increases, urban sprawl, traffic jams, toxic waste, pollution, peak oil, peak water, peak food, peak population, species extinction, loss of biodiversity, peak resources, racial, religious, class, gender resource war conflict, militarized police, psycho-social and cultural conformity pressures on free speech, etc; inter-cultural conflict; legal, political and corporate corruption, etc. [5] The root cause of humans breeding and consuming above ecological carrying capacity limits is the 'right to breed and consume with total disregard for ecological carrying capacity limits' clauses of the Masonic War is Peace international law social contract. [6] If individuals, families, tribes, races, religions, political parties, corporations and/or nations sincerely want to (a) sustainably protect natural resources for future generations; and/or (b) reduce class, racial and/or religious local, national and international resource war conflict; and/or (c) enable honourable, transparent and humane international cooperative de-industrialization and depopulation of the planet to return to living in accordance to ecological carrying capacity limits; they should (d) cooperate to nullify the 'right to breed and consume with total disregard for ecological carrying capacity limits' clauses and replace them with Ecology of Peace clauses that restricts all the worlds citizens to breed and consume below ecological carrying capacity limits; or be humanely eliminated from the planetary genepool.

[Q 1.2] If accurate: Would it be accurate to state that you were willing; and would have been more willing to make a fuller enquiry into Ecology of Peace evidence and arguments; if (A) my counsel [Anton Marx, Oliff D'Oliviera], the prosecutor [Muller Redelinhuis, JJ Marx, Evadne Kortje], psychologists [Giselle Rausch, B.E. Boon] and/or respondents [George Airport Officials, George Herald Editor and Journalists, Frode & Talitha Moe, Clive Johnstone] in the civil or criminal matter proceedings I was involved in before yourselves and Magistrate Buhr; had informed the court that they were impartial truthseekers and supported you to make a full impartial truthseeking – the truth, based upon the evidence – enquiry into both the scientific legal certainty truth of my Ecology of Peace evidence and arguments; as well as their own scientific and/or culturally based legal arguments; (B) nobody had made scientifically unjustified – aka psychological integrity rape – mental disorder allegations against me, simply because they disagreed with – and/or wanted to coerce and peer pressure others, including

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<sup>6</sup> <http://eop-rh-fr.tygae.org.za/>

possibly the Magistrate, to disagree with – my Ecology of Peace cultural working hypothesis conclusions, opinions and/or actions.

## **2. Re Request for Dignitas Letter:**

[Q 2.1] You did not provide a clear response to my Dignitas letter request. Should I interpret your lack of response to the question; as 'No, you are not willing to write a letter to Dignitas'; or that I should include the request as part of a newly filed Summons?

## **3. Re Filing of Amended Notice of Motion vs a new Summons:**

If I am interpreting your statements accurately; you are (a) denying my request to file an Amended Notice of Motion as part of these proceedings; and (b) instructing me to file a Summons in newly filed proceedings.

If inaccurately interpreted; please clarify.

If accurately interpreted:

As you are aware from prior court filings: (i) the respondent, my father: Clive Johnstone is not a lawyer, who has been representing himself during these proceedings; (ii) I repeatedly requested judicial oversight proceedings that enabled leniency of formal court procedures; to occur within an inquisitorial plain language fully informed consent win-win negotiation of the 'issues in dispute' context; as opposed to zero-sum game adversarial battle of psychological warfare wits.

[Q 3.1] Could you kindly in plain language, my father and I understand; clarify your reasons for denying my repeated verbal and written requests; the last being on 30 September 2016; to file an Amended Notice of Motion; and now instructing me to file a new Summons; that would require me to pay an additional R200.00 for service via the Sheriff.

### **Leniency of Formal Court Procedure:**

Request the Magistrates agreement that the court agree to leniency on formal court procedure of the Court's Rules of Practice and Procedure; particularly for any applicant or respondent party filing documents as laypersons; the court to focus on sincerity of the applicant and/or respondent and the quality of their evidence; as opposed to the quality of their formal legalese.

### **Plain Language:**

In South Africa, several Acts of government regulate the use of plain language in consumer communication: The Short-term Insurance Act, 53 of 1998; The Long-term Insurance Act, 52 of 1998; The Companies Act, 71 of 2008; and The South African National Credit Act, 34 of 2005, regulates that "information to consumers must be in plain and understandable language". The South African Consumer Protection Act, 68 of 2008, not only regulates the use of plain language, but also define the concept for a South African context: "Right to information in plain and understandable language: (1) The producer of a notice, document or visual representation that is required, in terms of this Act or any other law, to be produced, provided or displayed to a consumer must

produce, provide or display that notice, document or visual representation — ..[.]. in plain language ..[.]. (2) For the purposes of this Act, a notice, document or visual representation is in plain language if it is reasonable to conclude that an ordinary consumer of the class of persons for whom the notice, document or visual representation is intended, with average literacy skills and minimal experience as a consumer of the relevant goods or services, could be expected to understand the content, significance, and import of the notice, document or visual representation without undue effort. ..[.].

In *The Plain Language Movement and Legal Reform in the South African Law of Contract*, Esti Louw answers the question: What is Plain Language as follows:

The term 'plain language' is not a difficult one to grasp, since it conveys exactly what it stands for and what the plain language movement seeks to implement.

As regards plain language in the legal sphere, one should first look at what traditional legal language looks like and to what extent it differs from the plain language standards that are now trying to make their way into legal language use. This is especially true for its application in the realm of the law of contract, and, in particular, in commercial contracts.

There are many excellent definitions of 'plain language'. One good definition was given by Cutts. He defines 'plain English' as 'The writing and setting out of essential information in a way that gives a co-operative, motivated person a good chance of understanding the document at first reading, and in the same sense that the writer meant it to be understood.' .... Eagleson agrees with Garner that plain English is clear, straightforward expression... that avoids obscurity, inflated vocabulary and convoluted sentence construction. Writers who write in 'plain language' allow their audience to focus on the message instead of being distracted by complicated language. They ensure that their audience understands the message easily.

The above definitions are persuasive, and allow one to propose that 'plain language' is simply a way of writing so that the person for whom it is intended can understand it with ease. When a legal document is drafted in clear and understandable language, it improves communication, assists with the more effective sharing of information and generally has the effect that all relevant parties are informed of their respective roles.

#### **4. Re Your verbal 'No sign of any mental disorders' statement:**

According to my memory of the informal negotiation discussions conducted between yourself, myself and Clive and Ann Johnstone on 10 May 2016; you informed Clive and Ann, of among others the following – paraphrased – 'I have read the content of all the documents Lara filed in these proceedings; and there is nothing whatsoever in the ideas or arguments or interpretations of events, she discussed in those documents that could reasonably be interpreted as justifying a sincere lawful 'mental disorder' allegation against Lara.'

[Q 4.1] Is that a reasonably accurate transcript of your statement? If so, would you kindly confirm your verbal statement in writing, for myself, Clive and Ann. If not: please clarify what exactly your verbal statement was to myself, Clive and Ann; regarding your

legal opinion as to legally justified and or unjustified mental disorder allegations against me.

**5. Further evidence to clarify Clive's Lentegeur court record statement:**

In verbal discussion with Clive Johnstone, I asked him what he meant by the statement in his affidavit 'Lara was sent to Lentegeur twice'. He stated that he just meant that I had been sent to Lentegeur twice, which I had. I stated that was true, but it ignored addressing that there was significant disagreement as to whether I had been legally, irregularly or illegally sent to Lentegeur. Some people could read his statement and interpret it as if he is stating that he agrees that I was legally sent to Lentegeur. He said that had not been his intention to imply that I had been sent to Lentegeur legally. He does not know if I was sent legally or illegally, he knows that I have informed him that I was sent illegally.

I asked him to correct it. He stated that I should inform the court of the evidence as to whether I was sent legally or illegally to Lentegeur.

Consequently I am submitting the following into the court record: Annex BB: Affidavit of Lara Johnstone: Evidence in support of Lara's Reply Affidavit statement alleging that the State's 22 July 2002 J138A Transfer Warrant, authorizing Lara's referral to Lentegeur, filed in CAS 572-01: State v Lara Johnstone: 18 June 2002 Political and Military Necessity Iatrogenic origins of AIDS bomb threat to the P.W. Botha Airport trial; was irregular and illegal..

Respectfully

Lara Johnstone, Pro Se