IN THE HIGH COURT OF SOUTH AFRICA
(TRANSVAAL PROVINCIAL DIVISION)

CASE NO: 30224/2004

26397/03

NOT REPORTABLE Date: 15/4/05

In the matter between

KERKSTREET CITY IMPROVEMENTS DISTRICT	**APPLICANT**
AND	
JOHNBUILD PROPERTIES (PTY) LTD	**FIRST RESPONDENT**
CITY OF TSHWANE METROPOLITAN MUNICIPALITY	**SECOND RESPONDENT**

JUDGMENT

BOSIELO, J

[1] The applicant is a city improvement district (CID) whose formation was properly approved, after an elaborate and due process as fully set out in section 2 of the Gauteng City Improvement District Act, No 12 of 1997 (the Act), as well as the regulations promulgated there-under by the second respondent viz. the City of Tshwane Metropolitan Council (the Tshwane Metro Council).

[2] The first respondent is a company with limited liability, duly incorporated in terms of the applicable company laws of the Republic of South Africa with its registered address being 1st Floor, Downies Building, 373 Proes Street, Pretoria. First respondent owns two

immovable properties within the area operated by the applicant being, Portion 3 of Erf 373 Pretoria and Erf 2784, Pretoria, respectively.

[3] The second respondent is a municipality duly established in terms of the relevant Local Government Municipal Structures Act, No 117 of 1998.

[4] The applicant seeks a declaratory order to the effect that the first respondent is obliged to pay levies due to the applicant in terms of the provisions of the Gauteng City Improvement District Act, No 12 of 1997 (the Act), in respect of all immovable properties registered in the first respondent's name, which are situated within the area managed by the applicant in terms of the said Act. Furthermore the applicant seeks an order directing the first respondent to effect payment of the amount which the applicant alleges are due by first respondent as fully set out in its amended Notice of Motion.

[5] I interpose to state that this application is strenuously opposed by the first respondent. First respondent has raised a number of defences which I will deal with hereunder. I find it necessary to state that second respondent was initially not a party to these proceedings. Second Respondent was joined later on the strength of a court order due to the direct and material interest it has in this matter. According to second respondent, it does not oppose the relief sought by the applicant and has in fact evinced an intention to abide by the decision of the court.

[6] The following general picture emerges clearly from the papers filed of record. Pursuant to section 2 of the Gauteng City Improvement Districts Act, No 12 of 1997, (the Act) a petition for the establishment of the city improvement district was duly filed with the second respondent. In terms of Section 2(4) of the Act, the petition was in the

form of a city improvement district plan. It is not in dispute that this plan incorporated all the prescribed requirements and further that it was in the prescribed form as set out in Part D of the applicable regulations. Of great significance, the city improvement district plan (the CID Plan) which was submitted included provision for a three year budget, which included a calculation of monthly levy to be paid by each owners of rateable property. There was furthermore a schedule of apportionment of the monthly levy as provided for by Part E of the Regulations. Suffice to state that all the requirements for the public notification and public hearings as required by section 2(10) of the Act were fully complied with. It is not in dispute that there were no objections raised at the public hearing which, took place on 23rd October 2001 against the establishment of the city improvement district and the city improvement district plan. In terms of section 3(2)(a) of the Act the City Improvement District and the city improvement district plan were duly approved without any conditions. Subsequent hereto and in terms of section 4(2) of the Act, a management body of the applicant which is a section 21 company, was formed.

[7] What is crucial is that it is not in dispute that until about November 2002, first respondent continued to pay its levies in terms of the Act. During 13th November 2002, the applicant entered into an Agency Agreement with second respondent in terms whereof second respondent appointed the applicant as its agent for executing its powers in terms of section 6 of the Act i.e. collecting the levies from the owners of rateable property.

[8] It is common cause that when the applicant's management was formed during January 2002 it had only two directors viz. Yousuf Salim and Joshua Ngonyama. Manifestly this was in conflict with section 4(4) of the Act which clearly provides that:

"the board of directors of the management body must include at least three representatives of the owners of rateable property and one representative of the municipality, provided that the owners of rateable property must always be in the majority on the board"

It is not without significance that this provision is also embodied in paragraph 8.3 of the Articles of Association of the applicant. Ostensibly in a belated attempt to cure this defect, one Ms Mohlala Baloyi vvas appointed as a director representing second respondent allegedly at a meeting of the applicant on 19 June 2003. I must state however that a copy of the Contents of Register of Directors, Auditors and Officers of the applicant, popularly known as CM29 reveals clearly that Ms Mohlala Baloyi was only appointed as director of the applicant representing second respondent on 15 January 2004. It is furthermore common cause that six other directors were only appointed during 4th September 2004, five of which represented the property owners as envisaged by section 4(4) of the Act.

[9] It should therefore be patently clear that at least up to 4th September 2003, the applicant had failed to comply with Section 4(4) of the Act or to act in compliance with paragraph 8.3 of its own Articles of Association. The first respondent argued, based on this defect that until 4th September 2003, the applicant was not properly constituted in terms of the Act and that therefore all its actions were therefore a nullity. I will deal with this submission later in my judgment.

[10] The present application was instituted by the applicant during or about 18th September 2003. During 4th March 2005 the applicant's board of directors adopted a resolution which ratified the institution of these proceedings and the action of Yousuf Salim. I should also mention that during 13th November 2002 when the second respondent entered into the Agency Agreement with applicant referred to in paragraph 7

(supra), the applicant's board of directors was not properly consitituted either in terms of section 4(4) of the Act or paragraph 8.3 of its Articles of Association. This Agreement of Agency was however also ratified by the applicant's board during 14th March 2005.

[11] In my view, the following two sections of the Act play a prominent role in this polemic viz Section 5 and 6. In order to place the dispute herein in its proper perspective, I hereby quote the two sections in full:

"Section 5 Powers and duties of management body

(1) Within one month after collection of the first levy and in accordance with the budget of the city improvement district plan, the management body must provide the services that are indicated in the city improvement district plan.

(2) On written application from an owner of rateable property within the city improvement district, the management body may agree that the owner may make non-monetary contributions to the city improvement district in substitution of part or all of the levy as the case may be: Provided that the agreement must be in writing and clearly specify the obligations of the owner of rateable property.

(3) The levy due in terms of this Act will be a debt due to the management body concerned, and the management body may sue for and recover the amount by action in any competent court: Provided that the management body may in its discretion recover the amount in the Magistrates' Court in the area in which the city improvement district is situated.

(4) A management body may, on an annual basis, update the level of services to be provided by the municipality in the city improvement district as reflected in the city improvement district's plan.

(5) The management body must provide the municipality with its annual audited financial statements and a report on progress in the implementation of the city improvement district plan within 3 (three) months of the financial year-end of the management body.

Section 6 Powers and duties of municipality

(1) Once a city improvement district has been formed, a municipality must levy an amount on behalf of the management body from the owners of rateable property in the city improvement district in accordance with the approved plan.

(2) Such amount must be levied together with other amounts which the municipality may levy from the owners of rateable property in respect of rates and taxes but the purpose of the amount must be indicated as a separate item from other rates and taxes levied by the municipality.

(3) The levies collected by the municipality for the city improvement district must be paid on a monthly basis to the management body free of any deductions or set-off for the purpose of implementing the city improvement district plan.

(4) Services provided for in the City improvement district plan and financed by the levy charged to the owners of rateable property must be in addition to or an enhancement of those provided by the municipality.

(5) Any increase in applicable services provided by municipalities throughout its area of jurisdiction must be matched with increases in such services within the city improvement district.

(6) The municipality must notify the management body in writing of any reduction or substantial change to services provided by the municipality in the city improvement district.

(7) If the level of services provided by the municipality in the city improvement district is reduced by the municipality without a corresponding reduction of services throughout the municipality's area of jurisdiction the management body may, by written notice, notify the municipality and require the municipality to reinstate such services within a period of 30 (thirty) days from such notice.

(8) If the municipality fails to reinstate such services within such period, the management body may notify the MEC of the municipality's failure to reinstate such services and the MEC may give such directions to the municipality as he/she deems necessary."

[12] As already alluded to in paragraph 5 (supra) the first respondent is opposing the relief sought by the applicant on various grounds viz. firstly that the board of directors of the applicant's management committee was not validly or properly constituted at the time when it took the critical decisions to levy amounts in terms of the Act; secondly that the amount claimed by the applicant, and in respect whereof it seeks a declaratory order, were not levied by a municipality (i.e. second respondent) as is required by section 6(1) of the Act and are therefore not due and payable, and thirdly that the applicant having failed to comply with certain conditions and its obligations in terms of the city improvement district plan put up by first respondent when it supported the establishment of applicant, that the first respondent is not liable to pay any levies to the applicant. I now proceed to analyse and deal with the various defences raised by first respondent seriatim hereunder:

A. THAT APPLICANT WAS NOT PROPERLY CONSTITUTED AT THE MATERIAL TIMES

It is clear from section 4(4) of the Act as clearly quoted at paragraph 8 (supra) that the Act requires applicant's board of directors to have at least three (3) representatives of the owners of rateable property and one (l) representative of the municipality to make it valid and proper. This is subject to the proviso that the owners of rateable property must always be in the majority in the board. I would assume that the reason for this proviso is to ensure that the interests of the owners of rateable property who will be directly affected by whatever levies are to be collected, are adequately protected. It is also common cause that the requirement as reflected in section 4(4) of the Act, is also embodied in paragraph 8.3 of the applicant's Articles of Association. In terms of paragraph 8.2 of the applicant's Articles of Association, it is clear that the first

directors of the applicant were one Joshua Ngonyama and Salim Yousuf only. This continued to be the position until during 15 January 2004 when, in terms of the applicant's CM29, one Mohlala Baloyi was appointed a director to the applicant's board, representing the municipality (second respondent). I must hasten to add that although various dates are proferred as the actual date on which Ms Mohlala Baloyi was appointed a director to the applicant's board of directors, I am of the view that the CM29 being an official document, is decisive of this matter. However, according to the applicant the appointment of Ms Baloyi was proposed and approved at a meeting of the applicant on 19 June 2003. It was furthermore common cause, even during arguments that it was only on 4 September 2003 that six (6) other directors (none of whom represented Tshwane Metro Council) were appointed to the applicant's board. It is not in dispute that on 22 May 2002, the applicant passed a resolution authorising the collection of levies from the first respondent. On 13 November 2002, the applicant and second respondent concluded the Agency Agreement referred to in paragraph 7 (supra). Consequent thereupon, these proceedings were initiated by the applicant during September 2003. It should by now be clear that at the material time when the applicant passed the important resolutions to conclude the Agency Agreement and to institute the present proceedings to collect the outstanding levies, the applicant's board of directors was not properly appointed either in terms of section 4(4) of the Act or par 8.3 of its Articles of Association. However, on 14 March 2005 the applicant's board of directors adopted a resolution wherein the actions of Yousuf Salim and the institution of these proceedings were ratified.

[13] The first respondent argued strenuously through Mr Bhana that the fact that the applicant's board of directors was not properly appointed at the material time, is fatal. He submitted that the applicant had no authority to act and that his lack of authority could not be cured by subsequent ratification. On the other hand Mr Grobler S.C appearing for first respondent argued with zeal that the applicant's actions are capable of being ratified. He argued further that the arrear levies are statutorily due to the first respondent by the applicant in terms of section 5(3) of the Act. In other words his submission is that once the applicant was properly established after a due process in terms of section 2 read with sections 3, 4 and 5 of the Act, the levies due by ratepayers falling within the jurisdiction of the applicant became due and payable. In support of his submission that the ratification of the applicant's conduct by a resolution of 14 March 2005 is competent and valid, Mr Grobler relied primarily on the decision of the learned Hlophe JP in *Cybescene Ltd v iKiosk Internet and Information (Pty) Ltd* 2000(3) SA 806 (CPD) page 811 paragraph [8].

"[8] *In my view, Mr Coetzee's argument is without substance. As was alluded to above, on* 6 *May* 1999 *De Muelenaere, the third applicant, held a directors' meeting at which he appointed one Steenkamp as a director of CyberScene to fill a casual vacancy on the board of directors in terms of s* 212(2) *of the Companies Act. A copy of the resolution appointing Steenkamp as a director was annexed to the replying affidavit as annexure MM69. Furthermore a copy of a resolution of a board of directors ratifying the action taken by Malan, particularly in instituting the application, was also attached as annexure MM70 to the replying affidavit The applicable legal principles are crystal clear. In motion proceedings by a company where proof is absent of the authority of a person purporting to represent it, it has been held that the Court has a discretion to permit reliance on evidence in a replying affidavit of a retrospective ratification of the relevant conduct, unless there would be prejudice to the respondent. In Baeck & Co SA (Pty)*

Ltd v Van Zummeren and Another 1982 (2) *SA* 112 *(W) Goldstone J stated the principle in this way (at 118H -119D):*

' .. *(I)t is preferable to try cases upon their true issues rather than upon technical points. The modern tendency in our Courts is precisely in that direction. ... (T)he approach of the Court should nevertheless always be to attempt to consider substance rather than form in the absence of prejudice to any party …. If in law the deficiency in his authority can be cured by ratification having retrospective operation, I am of the opinion that he should be allowed to establish such ratification in his replying affidavit in the absence of prejudice to the .. . respondent. It is clear that in this case, subject to the question of ratification and retrospectivity, the first respondent would not be prejudiced by such an approach. Indeed, it is not disputed that the applicant could start again on the same basis, supplemented as needs be, to establish the authority of Keller. '*

In the Baeck case the deponent to the founding affidavit, one Keller, stated, albeit incorrectly, that he had locus standi to launch the application on behalf of the applicant. Keller sought to remedy retrospectively the deficiency in his locus standi in terms of the replying affidavit. In his judgment Goldstone J referred to the modern tendency in our Courts that it is preferable to try cases upon the true issues rather than upon technical points and stressed that it was not disputed that the applicant could start again on the same basis, supplemented as needs be, to establish the authority of Keller. Goldstone J was of the view that the fact alone that the question of ratification had been raised for the first time in the replying affidavit, in the absence of prejudice to the first respondent, was not fatal to the success of the application as the Court has a discretion to come to the aid of the applicant (at 119E - *F). On the question of ratification Goldstone J pointed out that no change in the legal position between the parties had occurred between the time that the application was launched and the time when the unauthorised act was ratified, as in*

> *casu. Goldstone J held that due ratification by the applicant of the unauthorised act of Keller retrospectively operated to cure his original lack of authority (at 120E)."*

[14] It should be clear that in terms of Cyberscene's case and all other authorities, the question of prejudice becomes pertinently relevant when ratification is being considered. Mr. Bhana argued that the Cyberscene's case is distinguishable from the present case as in Cyberscene there was a director appointed although his appointment was invalidated by his criminal records. He argued that in casu, the requirements relating to the composition of applicant's directors were statutory and couched in peremptory terms and that non-compliance therewith cannot be ratified. I feel obliged to state that at no stage did Mr. Bhana ever raise possible prejudice to the first respondent. Speaking for myself, I fail to see what prejudice can be caused to the first respondent by ratifying applicant's conduct, particularly in view of the fact that the first respondent fully participated in all the crucial processes which led to the establishment of the applicant, including the determination of the levies which are now due by first respondent to the applicant. As Goldstone J correctly pointed out in the Baeck's case (supra) it appears to me to be that the objection raised by first respondent goes more to form than substance. I am clearly of the view that such highly technical arguments, particularly where such ratification holds no prejudice to the respondents, should no be permitted to deflect the course of justice between man and man. On the contrary, it is clear to me that the failure by the first respondent to pay the levies has serious economic consequences for the applicant which may lead to the applicant being rendered unable to render the essential services which it has to render in terms of the Act. For the aforegoing reasons, I am of the view that all the previous actions of the applicant when its board was not properly constituted in terms of

section 4(4) of the Act or even its own Articles of Association are properly ratified by the applicant's resolution of 14 March 2005.

B. THE LEVY IN ISSUE WAS NOT LEVIED IN TERMS OF THE ACT

This argument is premised on the provisions of section 5 and 6 of the Act, whose provisions have been stated in full in paragraph 11 (supra). Mr. Bhana for the first respondent argued that the right to levy in terms of section 6 of the Act resides solely within the powers of the second respondent and further that second respondent cannot delegate these powers to the applicant. It is not disputed that the second respondent did not collect any levies on behalf of the applicant as is envisaged by section 6(1) of the Act. Instead, on 13 November 2002, the second respondent entered into an Agency Agreement with the applicant in terms whereof the applicant was authorised to collect the levies, as the second respondent's duly authorised agent. Mr. Bhana submitted that this Agreement of Agency was nothing else but an act of delegation which was in conflict with the *maxim delegatus delegare non potest* Mr. Bhana argued that the power entrusted to second respondent in terms of section 6(1) is analogous to the power to exact taxes and that such power can only be properly exercised by the State and not a private body. Although there was some robust debate concerning the meaning to be accorded the term "levy" as it is found in section 6(1) and 6(2) of the Act, I am of the view that was nothing but a mere exercise in semantics. In my view, a careful consideration of the Act, in particular both section 6(1) and 6(2), persuaded me to accept that "levy" in the context of section 6 was intended to mean nothing else but "collect". Any other interpretation, would in my view, import a very serious and glaring absurdity in the Act which could never have been contemplated by the Legislature.

Moreover, I am satisfied on the facts that the interpretation which Mr. Bhana wishes me to accord the word "levy", would have the unfortunate and inevitable result of defeating the very underlying purpose of the Act. Mr. Grobler on the other hand argued that the Agency Agreement was perfectly valid and enforceable. Relying heavily on SA Eagle Insurance Co Ltd v Bovuma 1985(3) SA 42 (AD) at 499, he submitted that as section 6(1) was enacted for the benefit of second respondent, nothing precluded second respondent to waive this particular statutory provision. He particularly relied on the well-known *maxim: qualibet potest renuntiare juri pro se introducto* - anyone may renounce a law made for his special benefit. In my view a holistic reading of both sections 5 and 6 brings me to one logical conclusion i.e. that after the levy has been approved by the second respondent in terms of the elaborate process set out in the Act, the second respondent is given the right in terms of section 6 of the Act, to levy, which in the context of the section must, in my view be purposively interpreted to mean "collect" the amount so levied in terms of section 5(1) of the Act, on behalf of the applicant from the various owners of rateable property. I am furthermore fortified in my view by the use of the word in section 6(2) of the Act, which on a proper reading of the section can only mean "collected", In my view there is no reason in law or logic which could make it impossible or illegal for second respondent to enter into a valid Agency Agreement with the applicant to facilitate the collection of levies. I venture to state that, in my view, this Agency Agreement in no way does it fall foul of the principle of *delegatus delegare non potest* Based on the above-stated exposition of the law, I am of the view that the first respondent's submission on this basis is devoid of any merits.

C. THE ALLEGED FAILURE BY APPLICANT TO CARRY OUT ITS OBLIGATIONS IN TERMS OF THE CITY IMPROVEMENT DISTRICT PLAN

If I understood Mr. Bhana correctly, he argued that although first respondent supported the establishment of applicant, it did so conditionally on the understanding that the first respondent will only pay the levies, provided the applicant performed her obligations properly in terms of the city improvement district plan. It was argued that as the applicant had not performed in terms of the city improvement district plan, the first respondent is entitled to withhold payment of all levies due. This argument was based on the principle of the so-called reciprocity Mr. Grobler countered this submission by arguing that the money due to the applicant in terms of section 5(3) of the Act is statutorily imposed on all owners of rateable property falling within the area of jurisdiction of the applicant. It made no difference whether the first respondent voted against the imposition of such levies or not. This important fact was conceded, correctly in my view, by the first respondent in paragraph 29 of his heads of argument. Moreover there is uncontested evidence that first respondent paid the levies in terms of the Act at least until November 2002 when it suddenly stopped for no good reason. Incidentally these are the same levies which were approved with the initial city improvement district plan. Even Mr. Bhana conceded, correctly in my view, that in terms of the scheme of this Act once the city improvement district plan has been approved by the required majority, the dissenting views of the minority owners of rateable property are irrelevant. They are bound by the majority to pay the required levies. This is akin to the wellknown principle of majoritarian democracy. It is therefore logical to find that the first respondent was and still is under an obligation to pay the required levies. In any event there is clear evidence that the city improvement district (the ClD) together with the accompanying city improvement district plan (the ClD Plan) in casu were approved without conditions. It therefore does not avail first respondent to rely on conditions which were never approved. This ground of objection also deserves to be dismissed as being without any substance.

D. WERE THE LEVIES IMPOSED IMPROPERLY/CAPRICIOUSLY?

The first respondent submitted that the levies due were simply imposed on the owners of rateable property falling within the area governed by the applicant. I understood this submission to imply either that the levies charged and to be collected were fixed arbitrarily or capriciously. I wish to state quite categorically that this submission is not borne out by the evidence. It is common cause that the initial city improvement district plan which accompanied the petition complied fully with section D of the Regulations Relating to City Improvements Districts as appears clearly at page 65 of the applicant's founding affidavit. In terms of section 15 of the regulations, objections had to be made at the public hearing which took place on 23 October 2001. The minutes of a meeting held on 14 June 2001, at which one of first respondent's directors was present (ostensibly representing first respondent) show clearly that a document which reflected all the proposed levies was distributed to all interested parties. I find it necessary to state that it is not disputed that no objection was ever raised by the first respondent to such proposed levies. In fact there is uncontroverted evidence that first respondent paid its levies without protest at least until November 2002. In my view, the first respondent's conduct amount to a waiver of its rights to refuse to pay if it had any such right to refuse to pay the levies so properly determined by second respondent in terms of section 3(2) of the Act. Consequently, I am of the clear view that this ground of objection also deserved to be dismissed as being without substance.

[15] Having dealt with all the objections raised by first respondent, I find it necessary to deal with the position of second respondent. It is common cause that initially second respondent was not a party to these proceedings but was only joined later in the proceedings. I find

it necessary to state that it is clear from the papers that second respondent does not oppose these proceedings. It merely joined to explain its stance and the circumstances which led to the conclusion of the Agency Agreement between second respondent and the applicant. The quintessence of the submissions made on behalf of second respondent is clearly that this Act must be seen as a facilitation act, the main purpose whereof is to provide for the formation and independent management of city improvement districts. Mr. Vermeulen, for second respondent elaborated further that it is patently clear from the general scheme of the Act, that the term "levy" as used in section 6(1), 6(2) and 6(3) must contextually mean the act of collecting the fixed rates on behalf of the applicant. He argued, quite skilfully that the expression in section 6(3) "The levies collected by the municipality" lends support to his submission that levy in section 6(1) and (2) should mean "collect" as opposed to levy as used in section 5(1) or 5(3) which, contextually means charges or contributions. Concerning the Agency Agreement, Mr. Vermeulen argued that this was intended merely to facilitate the actual or mechanical act of the collection of levies on behalf of applicant. He submitted that there is virtually nothing in law to prevent the applicant and first respondent from entering such a simple agreement. He furthermore submitted that based on the fact that the levies to be collected are required to be set out in the city improvement district plan which has to be subjected to vigorous scrutiny before approval, it is disingenuous to argue that the Agency Agreement amounts to the second respondent delegating (abdicating) the powers specially assigned to it. With due respect, I am in full agreement with Mr Vermeulen. Any other interpretation would render this Act nugatory, if not plainly absurd.

[16] Having had the opportunity to peruse the papers, it is clear to me that all the procedures prescribed in the Gauteng City Improvement District Act, No. 12 of 1927, together with the relevant regulations were fully

complied with in the establishment of the applicant. Of crucial importance, I am satisfied that first respondent in fact participated in that important process. It is furthermore not disputed that after the establishment of the applicant, first respondent duly paid its levies at least until November 2002 without any protest. In my view, all of the objections raised by first respondent against paying its levies to the applicant are without merit, as I have amply demonstrated above.

[17] For the aforegoing reasons, I am satisfied that the applicant is entitled to the relief that it seeks in terms of its amended Notice of Motion. In my view the first respondent was liable to pay the levies due to the applicant from its inception to date hereof. In the result, I hereby make the following order:

[17.1] A declaratory order is hereby issued in terms whereof the first respondent is obliged and ordered to pay the levies due to the applicant in terms of the provisions of the Gauteng City Improvement District Act, No. 12 of 1997, in respect of all immovable property registered in the first respondent's name which are situated within the area managed by the applicant in terms of the said Act;

[17.2] Directing the first respondent to effect payment to the applicant in the sum of:

i) R140 876.08 representing the charges due in respect of Portion 3 of Erf No. 373, Pretoria;

ii) R115 211.24 representing the charges due in respect of Erf No. 2784, Pretoria.

[17.3] The first respondent is ordered to pay all the applicant's costs of this application, such costs to include the costs consequent upon the employment of two counsel by the applicant. The first respondent is further more ordered to pay second respondent's cost of application.

L O BOSIELO
JUDGE OF THE HIGH COURT

HEARD ON:	
FOR THE APPLICANT:	ADV. S. J. GROBLER SC ASSISTED BY ADV. BOFILATOS
INSTRUCTED BY:	MESSRS BLOCH, GROSS & ASSOCIATES INC.
FOR FIRST RESPONDENT:	ADV.A.E.BHAM
INSTRUCTED BY:	MESSRS TUGENDHART WAPNICK BANCHETTI & PARTNERS C/O JACOBSON & LEVY INC
FOR SECOND RESPONDENT:	ADV. P.J. VERMEULEN
INSTRUCTED BY:	B. CEYLON ATTORNEYS