REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG LOCAL DIVISION, PRETORIA)

CASE NUMBER: 72427/2013

DELETE WHICHEVER IS NOT APPLICABLE

(1) REPORTABLE: YES
(2) OF INTEREST TO OTHERS JUDGES: YES
(3) REVISED

05 May 2017 — DATE — SIGNATURE

5/5/2017

In the matter between

FRANS ROELOF PETRUS DE BRUYN	**PLAINTIFF**
AND	
MILE INV 307 (PTY) LTD	**FIRST DEFENDANT**
WILHELM JOHANNES KRYNAUW	**SECOND DEFENDANT**
SAMUAL PEACH KRYNAUW	**THIRD DEFENDANT**

JUDGMENT

Molahlehi J

Introduction

[1] This is an exception in terms of which the excipients (referred hereafter as defendants) contend that the plaintiff's particulars of claim do not contain averments necessary to sustain a cause of action, alternatively that the particulars of the claim are vague and embarrassing.

[2] The plaintiff has opposed the exception and raised a legal point concerning the alleged failure to comply with the requirements of rule 23(1) of the Uniform Rules of the High Court (the Rules).

Background of facts

[3] The plaintiff, Dr De Bruin is a part-time stud cattle farmer, in Rustenburg North West Province.

[4] The first defendant Mile INV 307 (Pty) Ltd, is a company registered in terms of the company law of the Republic of South Africa. The second defendant, Mr William Roelof Krynauw is an attorney and a part-time game farmer, resident in Krugersdorp Gauteng Province. The third respondent Mr. Samuel Paul Krynauw is also a part-time farmer.

[5] The plaintiff in his particulars of claim alleges that he suffered damages arising from the alleged "wrongful and negligent breach of the legal duty towards" him by the defendants.

[6] The alleged negligent conduct of the defendants arose from the introduction of the blue wildebeest on the game farm portions of Rhebokhoek 101 situated in Rustenburg under title deed T83728/2010 which belongs to the first defendant.

[7] The plaintiff contends that the blue wildebeest contaminated with a biological virus known as "Malignant Catherral Fever, commonly known as "Snotsiekte" infected his stud of cattle (cattle). The plaintiff's farm is situated directly adjacent to that of the first defendant's game farm.

[8] The plaintiff further contends that the defendants knew or ought to reasonably have known that the snotsiekte was a contagious decease and that the defendant's wildebeest could contaminate his cattle, and that the virus was deadly.

[9] The consequence of introducing the blue wildebeest in the game farm resulted in the infection of the plaintiff's cattle with snoetsiekte resulting the death of 8 Brahaman cattle of the plaintiff valued of R154 000 00. In addition the plaintiff incurred costs for veterinary services in the amount of R38 199 75. The plaintiff says he, as a result of this, incurred also the transportation costs in the amount of R7 367.36 for having to remove the cattle temporarily to Koster, in mitigation of his damages.

[10] As alluded to earlier in this judgment, the plaintiff has raised a legal point about the delay by the defendants in delivering the exception. The relevant time frames in relation to this point are as follows:

a. The summons against the defendant was issued during November 2013.

b. After entering appearance to defend the defendants gave notice of intention to take an exception on 9 June 2014, if the causes of their complaint to the particulars of claim were not removed within 15 days of date of the notice.

c. This was the first notice which seem to have lapsed because the defendant's failure to deliver the exception within the prescribed 10 days' notice.

d. On 6 May 2015, the plaintiff issued a notice of bar on the defendants calling upon them to file their plea.

e. The defendant reacted to the notice of bar on 11 May 2015, by serving the second notice, calling upon the plaintiff to remove cause of complaint.

f. The 10 days within which the plaintiff was to remove the cause of the complaint expired in 1 June 2015. In light of this the defendants were

supposed to have delivered their exception on 15 June 2015. The exception was served on 30 July 2015 and filed 6 August 2015.

[11] The plaintiff contends that the exception is fatally defective due to the non-compliance with the time frames provided for in rule 23 (1) of the Rules. On the applicant's calculation the exception was delivered some 37 court days out of time.

[12] Rule 23 (1) of the rules provides as follows:

> "(1) Where any pleading is vague and embarrassing or lacks averments which are necessary to sustain an action or defence, as the case may be, the opposing party may, within the period allowed for filing any subsequent pleading, deliver an exception thereto and may set it down for hearing in terms of paragraph *(f)* of sub rule (5) of rule (6): Provided that where a party intends to take an exception that a pleading is vague and embarrassing he shall within the period allowed as aforesaid by notice afford his opponent an opportunity of removing the cause of complaint within 15 days: Provided further that the party excepting shall within ten days from the date on which a reply to such notice is received or from the date on which such reply is due, deliver his exception."

[13] It is common cause that the defendants have not applied for condonation for their failure to comply with the timeframe provided for in rule 23 (1) of the Rules. Counsel

for the defendants submitted that the failure to comply with the timeframe of the delivery of the exception should be condoned even though application for condonation had not been made. In this respect the defendants relied on the judgment of Wepener J in ***Pangbourne Properties Ltd v Pulse Moving CC and Another,***[1] where the answering and the replying affidavits were filed outside the timeframe provided for in the rules. The answering affidavit was 9 days late and the replying affidavit 10 months late.

[14] The issue that arose in the above case, was whether the court should have regard to the replying affidavit which was filed out of the prescribed time frame and was not accompanied by a condonation application.

[15] The court further, in accepting the two affidavits, relied on various judgments which deal with the approach to adopt when dealing with technical points raised in relation to non-compliance with the rules.

[16] The broad principles that has emerged from case law dealing with the approach to procedural technical points, such as the one raised in this matter, can be summarised as follows:

a. The Court does not in general encourage formalism in the application of the rules because the rules are not an end in themselves.[2]

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[1] 2013 (3) SA 140 (GSJ).
[2] See Federated Trust Ltd v Botha 1978 (3) SA 645 (A).

b. Technical objections based on procedural defects should not be permitted unless the other party would suffer prejudice as a result.[3]

c. The superior Courts may in the exercise on their inherent power adjust the rules depending on the circumstances of a given case.[4]

d. The rules of the courts are designed to achieve justice and thus the courts will in the exercise of their inherent power relax the application of the rules where strict application thereof may result in substantial injustice.

[17] It is apparent from the authorities that the courts will not insist on strict compliance with the rules where such an approach would give rise to an injustice. In other words the court will exercise its inherent jurisdiction in relaxing or condoning non-compliance where that would serve the interest of justice.[5] This the court may do even where no formal application for condonation is made or where such an application is made from the bar.

[18] It is apparent from the reading of the judgment in **Pangbourne Properties** that in condoning the non-compliance with the rules despite failure to apply for condonation by the defendants, the court took into account the specific facts and the circumstances of the case. In this respect the court took into account the following facts:

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[3] See Trans-Africa Insurance Co Ltd v Maluleka 1956 (2) SA 273 (A).
[4] See Khunou r and Others v M Fihrer1982 (3) SA 359.
[5] See Hart and Another v Nelson 2000 (4) SA 368 (ECD).

a. the respondent had the replying affidavit in its possession for four months prior to the hearing

b. the objection concerning the non-compliance with the rules was raised during the hearing

c. the respondent failed to show prejudice it would suffer if the late filing of the replying affidavit was to be condoned

d. the defendants' own answering affidavit was filed late.

[19] The above approach whilst correct should, however, be weighed against the underlying purpose of the rules and more importantly the times prescribed therein, whose purpose is to ensure that the court has control over its processes and speedy resolution of disputes.[6]

[20] As stated in ***Groot Boom v NPA,***[7] the rules of the Courts serve the necessary purpose, the primary aim of which is to ensure that the business of the courts run effectively and efficiently. The Constitutional Court per Boshielo J, lamented and noted with concern the trend that was developing regarding non-compliance with the rules. The court recorded its displeasure at the non-compliance with the rules and in that respect repeated what it had said in ***eThekwinini Municipality v Ingonyama Trust***,[8] where it was said:

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[6] In dealing with the purpose of the Rules the court in Federated Trust v Botha (supra) the said: " The [Rules] are provided to secure the inexpensive and expedited completion of litigation before the court."

[7] [2014] 1 BLLR 1 (CC).

[8] [2013] (5) BCLR 497 (CC).

"The conduct of litigants in failing to observe Rules of this Court is unfortunate and should be brought to a halt. This term alone, in eight of the 13 matters set down for hearing, litigants failed to comply with the time limits in the rules and directions issued by the Chief Justice. It is unacceptable that this is the position in spite of the warning issued by this Court in the past. In [*Van Wyk*], this Court warned litigants to stop the trend. The Court said:

> 'There is now a growing trend for litigants in this court to disregard time limits without seeking condonation. Last term alone, in eight out of ten matters, litigants did not comply with the time limits or the directions setting out the time limits. In some cases litigants either did not apply for condonation at all or if they did, they put up flimsy explanations. This non-compliance with the time limits or the rules of Court resulted in one matter being postponed and the other being struck from the roll. This is undesirable. This practice must be stopped in its tracks."

[21] In my view, the facts and the circumstances in **Pangbourne** and those in the present matter are distinguishable. The approach adopted in that case can therefore not provide a basis from which this court could direct that the time frames as provided for

in rule 23 of the Rules can be relaxed or that non-compliance therewith be condoned in the absence of an application for condonation.

[22] It was argued during the hearing on behalf of the respondent, it would appear in the alternative, that the exception was not filed outside the time frame when regard is had to the service of the second notice. It was further contended that the second notice from the respondent was a pleading and thus has to be included in the consideration of the time frame set out in the rule.

[23] It is clear from the reading of 23 (1) of the Rules that the timeframe for the delivery of the exception is peremptory. An exception in this regard had to be delivered within 10 days from the expiry of the 15 day period referred to in the rule. It, thus, follows that failure to comply with the prescribed time frame set out in the rule is not a mere technical formality. The consequences thereof are fatal to the exception.

[24] In my view the second notice which was delivered by the defendants on 12 May 2015, requiring the plaintiff to remove the cause of the complaint is not a pleading. It is not a pleading because it does not constitute "a further step in the proceedings."

[25] A notice similar to the second notice in this matter does not, as stated by Yekiso J, in ***Spencer Leonard James McNally N.O and Others v Salvatore Condron and Others,***[9] constitutes a pleading. The proposition that notice of intention to except does not constitute a pleading was stated in that case as follows:

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[9] (20406/11) [2012] ZAWCHC 17 (9 March 2012).

"[24] In its notice of exception, the defendant gives notice of its intention to except to plaintiffs' particulars of claim on the grounds that the particulars fail to disclose a cause of action, alternatively, that the particulars are vague and embarrassing. The defendants could well have excepted to the plaintiffs' particulars on the grounds that the particulars do not disclose a cause of action and that exception would have been a valid response to the notice of bar delivered on the defendants, but the defendants elected not to do so. The delivery of an exception on the basis that the particulars of claim lack the averments which are necessary to sustain a claim, would have been a regular step because the notice of bar calls for delivery of a pleading. As has already been pointed out in paragraph [19] above, there is authoritative support to the proposition that an exception is a pleading the delivery of which would have constituted a valid response to plaintiffs' notice of bar.

[25] As has already been pointed out, the defendants' notice of intention to

except, on the basis of the authorities referred to in paragraph [21] to [22] of this judgment cannot be said to advance these proceedings a stage nearer completion."

[26] At paragraph [22] of the judgment the learned Judge quoted with approval what was said in ***Jowell v Bramwell-Jones & Others,***[10] where it was said:

> "A further step in the proceedings is one which advances the proceedings one stage nearer completion and which, objectively viewed, and manifests an intention to pursue the cause despite the irregularity. Seen in that light, the filing of a notice of exception, which contains as an alternative an application to set pleadings aside under the provision of Rule 18(2) read with Rule 30, does not constitute the taking of a further step within the meaning of Rule 30(2). Such an excipient is concerned merely to make full use of the remedies which the Rules provide for an attack on a defective pleading."

[27] In light of the above discussion, I am in agreement with the plaintiff that failure by the defendant to deliver exception timeously including failure to apply for condonation for the same rendered the exception defective and has thus rendered it a nullity. It follows from this that the exception stands to be dismissed for this reason alone.

[28] The exception would stand to fail even if the above was to be found to be incorrect for

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[10] 1998 (1) SA 836 (W).

the reasons set out below.

The merits of the exception

[29] The case of the defendants in this exception is that the plaintiff's particulars of claim do not disclosed a cause of action and further that they are unable to plead because the plaintiff's particulars of claim are vague and embarrassing.

[30] Vagueness of pleadings has to do with the formulation of the claim which generally results from the defect therein. As a general principle an exception stands to fail even if the claim is shown to be vague and embarrassing and thus in order to succeed the excipient has to show that not only is the cause of action vague and embarrassing but that he or she will suffer serious prejudice if compelled to plead in the face of the defect in the cause of action.

[31] In terms of rule 18(4) of the Rules every pleading is required to contain a clear and concise statement of the material facts upon which the pleader relies on for his/her claim, defence or answer to any pleading, with sufficient particularity to enable the opposite party to reply thereto. The underlying purpose of this rule is stated in ***Trope v South African Revenue Services***,[11] as follows:

> "It is, of course, a basic principle that particulars of claim should be so phrased such that a defendant may reasonably and fairly be required to plead thereto. This must be seen against the background of the further requirement

[11] 1993 (3) SA 264 (A).

that the object of pleadings is to enable each side to come to trial prepared to meet the case of the other and not be taken by surprise. Pleadings must therefore be lucid and logical and in an intelligible form; the cause of action or defence must appear clearly from the factual allegations made (Harms Civil Procedure in the Supreme Court at 263-4). At 264 the learned author suggests that, as a general proposition, it may be assumed that, since the abolition of further particulars, and the fact that non-compliance with the provisions of Rule 18 now (in terms of Rule 18(12)) amounts to an irregular step, a greater degree of particularity of pleadings is required. No doubt, the absence of the opportunity to clarify an ambiguity or cure an apparent inconsistency, by way of further particulars, may encourage greater particularity in the initial pleading.

The ultimate test, however, must in my view still be whether the pleading complies with the general rule enunciated in Rule 18(4) and the principles laid down in our existing case law."

[32] The approach to adopt when dealing with an exception based on the complaint that the particulars of claim are vague and embarrassing is set out in ***Jowell v Bramwell-Jones and Others*** (supra) in the following terms:

"The framers of the Rules have provided different remedies in Rules 18 and 23. The presumption is that they are not co-extensive, but designed to deal with different situations. Rule 18 is restrictive and sets out the bare minimum required of a factual averment, while Rule 23 goes to a vagueness and embarrassment which strikes at the whole of the cause of action pleaded. As Cloete J said in ***Sasol Industries (Pty) Ltd t/a Sasol 1 v Electrical Repair Engineering (Pty) Ltd t/a L H Marthinusen*** 1992 (4) SA 466 (W) at 469J--470, `. . . if a pleading both fails to comply with Rule 18 and is vague and embarrassing, the defendant has a choice of remedies' (ie to proceed by way of Rule 23 or Rule 30). I agree with counsel that the crucial distinction between Rules 23 and 30 may be summarised as follows:

(a) an exception that the pleading is vague and embarrassing may only be taken when the vagueness and embarrassment strikes at the root of the cause of action as pleaded; whereas

(b) Rule 30 may be invoked to strike out the claim pleaded when individual averments do not contain sufficient particularity; it is not necessary that the failure to plead material facts goes to the root of the cause of action.

It is therefore incumbent upon a plaintiff only to plead a complete cause of action which identifies the issues upon which the plaintiff seeks to rely, and on which evidence will be led, in intelligible and lucid form and which allows the defendant to plead to it. The attacks mounted by the defendants that their particulars of claim are vague and embarrassing cannot found on the mere averment that they are lacking in particularity. This might, depending on the circumstances, allow an application in terms of Rule 30. An allegation that a pleading is vague and embarrassing is a far more serious one than a complaint about particulars.

Furthermore, in approaching these exceptions, I shall bear in mind the following general principles:

(a) minor blemishes are irrelevant;

(b) pleadings must be read as a whole; no paragraph can be read in isolation;

(c) a distinction must be drawn between the facta probanda, or primary factual allegations which every plaintiff must make, and the facta probantia, which are the secondary allegations upon which the plaintiff will rely in support of his primary factual

allegations. Generally speaking, the latter are matters for particulars for trial and even then are limited. For the rest, they are matters for evidence;

(d) only facts need be pleaded; conclusions of law need not be pleaded;

(e) bound up with the last-mentioned consideration is that certain allegations expressly made may carry with them implied allegations and the pleading must be so read: cf ***Coronation Brick (Pty) Ltd v Strachan Construction Co (Pty) Ltd*** 1982 (4) SA 371 (D) at 377, 379B, 379G--H. Thus, an allegation of negligent conduct, especially where the negligence is particularised, implies that a reasonable person would not have so acted or would have acted otherwise. So, in a case involving a motor vehicle collision, it is sufficient to plead that the defendant acted negligently in particular respects. This implied that a reasonable person would not have so acted. If damage is alleged to flow therefrom, this implies in turn that there was a

breach of a legal duty not to act so."

[33] The basic principles governing an exception were summarised by Makgoka J in ***Living Hands (Pty) Ltd and Another v Ditz and Others***,[12] as follows:

"(a) In considering an exception that a pleading does not sustain a cause of action, the court will accept, as true, the allegations pleaded by the plaintiff to assess whether they disclose a cause of action.

(b) The object of an exception is not to embarrass one's opponent or to take advantage of a technical flaw, but to dispose of the case or a portion thereof in an expeditious manner, or to protect oneself against an embarrassment which is so serious as to merit the costs. (c) The purpose of an exception is to raise a substantive question of law which may have the effect of settling the dispute between the parties.

(d) An excipient who alleges that a summons does not disclose a cause of action must establish that, upon any construction of the particulars of claim, no cause of action is disclosed.

(e) An over-technical approach should be avoided because it destroys the usefulness of the exception procedure, which is to weed out cases without legal merit.

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[12] 2013 (2) SA 368 (GSJ).

(f) Pleadings must be read as a whole and an exception cannot be taken to a paragraph or a part of a pleading that is not self-contained.

(g) Minor blemishes and unradical embarrassments caused by a pleading can and should be cured by further particulars."

[34] In the present matter the defendants attack on the plaintiff's particulars of claim is directed at paragraphs 10-14 of the particulars of claim.

The first exception.

[35] The plaintiff at paragraph 10 of the particulars of claim pleads that he incurred veterinary costs in the amount of R38 199 75.

[36] The defendants' exception is that paragraph 10 of the particulars of claim is vague and embarrassing because the plaintiff failed to plead when the costs were incurred; the nature of service allegedly provided and how the amount claimed is calculated. The defendants' complain in, this regard, is that as a result of the above it is unable to assess the nature of the plaintiff's claim and the quantum of damages claimed.

[37] In my view, there is no merit in the complaint when paragraph 10 is read in its totality and also in the context of the particulars of claim. It is imminently clear from the reading of the paragraph that the costs of the veterinary services were incurred during the period January 2011 to December 2011. It is stated at paragraph 9 of the particulars of claim that the cattle of the plaintiff died, as a result of the infection

between January 2011 and December 2011.

[38] It is indeed correct that the particulars of claim do not state the specific dates when the costs of the veterinary service were incurred. I firstly do not see why the defendant is unable to plead to paragraph 10 of the particulars of claim. It seems to me what the defendant is asking for the plaintiff to provide is *facta probatia* which they are at this stage not entitled to.

[39] I also do not agree with the assertion of the defendants that the nature of the veterinary service cannot be ascertained from the particulars of claim. Paragraph 10 of the particulars of claim states that veterinary service related to the assessments and treatment of the cattle related to snotsiekte. The details related to the specific assessments and treatment to the cattle has to do with *facta probantia* which the defendant is not entitled at this stage.

[40] The complaint about the compensation concerning the veterinary services is also unsustainable when regard is had to the particulars of claim which, as already alluded to amounted to R38 199.75, the breakdown of which is set out in the particulars of claim.

Second exception

[41] At paragraph 11 of the particulars of claim the plaintiff avers that as a result of the defendant's wrongful and negligent conduct he in an attempt to mitigate his damages had to remove the cattle to Koster, which created a barrier of more than 1 kilometer,

between the cattle and the defendants' wildebeest. He estimated the costs of removing the cattle to Koster, at R7 367.36.

[42] The particulars of claim state very clearly that the cattle were removed from Rustenburg to Koster, at the costs of R7 367.36. There is no merit in requiring the specific distance to be stipulated in the particulars of claim.

Third exception

[43] At paragraph 12 of the particulars of claim the plaintiff claims for the rental he paid for the accommodation of the cattle at Koster, which amounted to R19 740.00

[44] It is not clear as to why the defendant is unable to plead to the averment that the plaintiff paid the said amount for the purposes of accommodating the cattle and creating a 1 kilomiter barrier between the cattle and the wildebeest.

[45] As alluded to earlier the plaintiff averred in his particulars of claim that he in mitigation of his damages moved and accommodated the cattle in Koster. The question whether the accommodation was for free or not is a question of evidence which is best suited to be dealt with at the trial. The question of whether the amount of R19 740.00 was a fair and reasonable payment of the rental is also best suited to be dealt with at the trial.

The fourth exception

[46] At paragraph 13 of the particulars of claim the plaintiff avers that in an attempt to

prevent further damages he purchased fodder to feed the cattle which cost him the amount of R62 214.00.

[47] It is apparent from the particulars of claim that the amount is arrived at on the basis of it being a fair and reasonable costs of the fodder so purchased by the plaintiff. In my view, if the defendants wish to dispute the fairness or the reasonableness of the amount they can do so at the trial by questioning the same or presenting evidence to the contrary.

[48] In as far as the place where and the date when the fodder was purchased, I am in full agreement with the plaintiff that those issues are irrelevant for the purposes of pleadings.

The fifth exception

[49] The defendants' complain in terms of this part of the exception is that the reading together of paragraphs 12 and 13 make the particulars of claim vague and embarrassing as it is not clear whether the 1 kilometer barrier which the plaintiff avers to was created by the purchase of the fodder or removal of the cattle to the alternative accommodation.

[50] It is apparent from the proper reading of the particulars of claim that the purchase of the fodder occurred on a different occasion to that of the removal of the cattle to Koster. In my view this exception is also unsustainable.

The sixth exception

[51] The plaintiff avers in paragraph 14 of the particulars of claim that it was as result of the wrongful and negligent conduct of the defendants that he in a manner of seeking to mitigate his damages engaged the services of a professional helicopter pilot, for the purposes of culling the wildebeest which cost him R31 132.00. This was done with the agreement of the defendants and it would appear it was after the cause of action upon which the plaintiff relies on had already arisen.

[52] The defendant complains that it is not clear whether the plaintiff is relying on contract or delict to sustain the claim under paragraph 14 of the particulars of claim.

[53] In my view, if there is anything that evidence vexatiousness on the part of the defendant is this ground of the exception.

[54] It is, in my view, eminently clear from the simple reading of paragraph 14 that that paragraph deals with nothing but mitigation of damages subsequent to the damages which the plaintiff alleges to have suffered. The costs referred to in that paragraph relate to a professional hunter whose responsibility was to cull the wildebeest, for the purposes of preventing further damages arising from the contagious disease of snotsieke.

[55] In my view this has nothing to do with the cause of action which from the reading of the particulars of claim as a whole is based on delict. The averment in this paragraph do not serve to formulate the cause of action but serves as an aspect thereof and

specifically relate to the quantum of damages. It seems to me apposite in light of the above observation, that paragraph 14 should be quote in full. It reads as as follows:

> "As a direct result of the defendants' and/or any one or more of them abovementioned wrongful and negligently breach of the legal duty owed to the plaintiff, plaintiff (in an attempt to mitigate his damages and/or in an attempt to prevent further damages) by agreement with the defendants, had to incur the cost of a helicopter pilot and professional hunter and the costs for the rental of the helicopter in order to cull the remaining blue wildebeest on the game. The fair and reasonable cost for the mentioned services incurred by the plaintiff in this regard amounted to R31,122,00."

Conclusion

[56] I have earlier indicated that the exception stands to fail on the basis of failure by the defendants to comply with the time frame for delivering the exception. I also alluded to the fact that the exception stands to be dismissed on that ground alone.

[57] In case it was to be found that the above finding was wrong, I am of the view that the exception is also unsustainable when the merits thereof are considered. And as concerning the costs I find that the exception was unnecessary and also as indicated earlier it was vexatious and accordingly punitive costs is in the circumstances is appropriate.

Order

[58] In the premises the following order is made:

1. The exception is dismissed.

2. The defendants are to pay the plaintiff the costs of suit on the scale as between attorney and client, the one paying the others to be absolved.

E Molahlehi
Judge of the High Court: Johannesburg

Appearances:

For the defendants: Wim Krynauw Attorneys

For the Plaintiff: Strydom Bester Inc. Attorneys

Heard on: 08 November 2016

Delivered on: 05 May 2017