REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

(LIMPOPO DIVISION, POLOKWANE)

(1) REPORTABLE: YES/~~NO~~
(2) OF INTEREST TO THE JUDGES: YES/~~NO~~
(3) REVISED.

Signature .....

Date 19/6/2019

CASE NO: 4496/2018

In the matter between:

CROSS ATLANTIC PROPERTIES 64 (PTY) LTD **PLAINTIFF**
t/a A-Z BRIDGING

And

CONRAD HENDRIK KRüGER **DEFENDANT**

JUDGMENT

MAKGOBA JP

[1] The Plaintiff instituted a claim against the Defendant based on negligent breach of a mandate given by the Plaintiff to the Defendant to act as its attorney in a money lending transaction in respect of which the Plaintiff was the credit provider and a company known as Canton Trading 291 (Pty0 Ltd was the borrower. The Defendant was a co-director of the company, Canton Trading 291 (Pty) Ltd ("Canton Trading") together with one Harry Morwamocha Maleka ("Harry Maloka") who has since passed on on 4 February 2013.

[2] As already stated, the Plaintiff's claim against the Defendant is essentially based on the breach of a mandate that was given by the Plaintiff to the Defendant. The Defendant as an attorney, was mandated to ensure that the necessary documents be drafted and executed to safeguard the interest of the Plaintiff when advancing a loan to Canton Trading. The Defendant failed to safeguard the interests of the Plaintiff and in the end the Plaintiff could not claim payment from the borrower of the money, and, in addition, had no security for the debt.

[3] The Defendant's defence is basically that the loan agreement was concluded between the Plaintiff and Harry Maloka in his personal capacity. The

Defendant contents that if the agreement was in fact concluded between the Plaintiff and Canton Trading as opposed to Harry Maloka personally, he would have attended to the drafting of a suretyship agreement as well as a surety bond to protect the Plaintiff's interests.

Common cause facts

[4] The following facts are common cause or are not seriously disputed:

4.1. That the Defendant would at least draft the following documents to secure the loan –

4.1.1. A written loan agreement between the Plaintiff and Canton Trading;

4.1.2. A deed of suretyship under which Harry Maloka bound himself as the surety of Canto Trading in favour of the Plaintiff;

4.1.3. A surety bond over the immovable property of Harry Maloka, alternatively, and only if another causa existed, a mortgage bond.

4.2. As at August 2012 there existed a relationship of trust between the Defendant and one Dewald Pretorius ("Pretorius") the director and person in control of the Plaintiff company. The Defendant also considered Pretorius as a friend and that prior to August 2012 the Defendant acted as attorney for Pretorius. The Defendant knew that Pretorius had a business that provided bridging finance, namely A – Z Bridging.

4.3. During August 2012 Canton Trading had serious cash flow difficulties. Pretorius was approached by an employee of Canton Trading, Mr Kobus Van Straaten ("Van Straaten") to convince Pretorius to provide bridging finance to Canton Trading. The Defendant became aware of this on 13 August 2012 during a telephone conversation with Pretorius. It was during this telephone conversation that Pretorius informed the Defendant that he would be prepared to advance the funds to Canton Trading, but only on condition that adequate security be provided to him.

4.4. Initially Van Straaten had proposed a cession of book debts as security for the proposed loan. Pretorius indicated that this was not acceptable and that he required an immovable property as security for the loan.

4.5. The Defendant proposed that an immovable property belonging to Harry Maloka would be used to provide security to the Plaintiff. Canton Trading would be the principal debtor and Harry Maloka would be the surety. The immovable property of Harry Maloka, Erf 450 Bendor, Polokwane, would be used to register a surety bond as additional security.

4.6. The loan amount of R 800 000.00 was paid by the Plaintiff into the Defendant's trust bank account on 15 August 2012. On the same date the amount was paid out of the Defendant's trust bank account to Canton Trading.

4.7. Canton Trading was placed in business rescue on 17 October 2012 and it was placed in liquidation on 27 November 2012.

4.8. Harry Maloka tragically committed suicide on 4 February 2013. As at the date of his death the suretyship bond had not been registered over his immovable property.

[5] The Plaintiff issued summons against the Defendant during May 2014 and the Defendant entered appearance to defend the action. The Plaintiff proceeded to launch an application for summary judgment. On 19 August 2014 the Defendant deposed to an opposing affidavit resisting the summary judgment. Leave to defend was granted.

Factual Background

[6] Pretorius testified that when he asked the Defendant for security in the form of an immovable property the Defendant informed him that he would approach Harry Maloka, one of the directors of Canton Trading to provide the required security. The Defendant informed him that he (the defendant) had already given enough from his own funds to Canton Trading. It was against this background that it was proposed that Harry Maloka would provide security by way of the registration of a bond over his immovable property known as Erf 450 Bendor, Polokwane ("Erf 450").

[7] According to Pretorius the essential terms of the agreement were straightforward and as follows:

7.1. The Plaintiff would advance an amount of R 800 000.00 to Canton Trading.

7.2. Harry Maloka would act as the surety for Canton Trading.

7.3. Harry Maloka would also sign all the necessary documents to enable the Plaintiff to register a surety bond over Erf 450.

[8] Pretorius testified further that it was against the background of the aforementioned agreement that he mandated the Defendant who accepted the mandate to do the following:

8.1. The Plaintiff would deposit this amount of R 800 000.00 into the trust account of the Defendant.

8.2. The Defendant was required to draft all the necessary documentation to give effect to the aforementioned agreement. In particular the Defendant was required to draft a suretyship agreement as well as the necessary documents for the registration of a surety bond over Erf 450.

8.3. Although it was not necessary to first register the surety bond over Erf 450 before the funds would be paid to Canton Trading, it was the express instructions to the Defendant that the trust funds

(R 800 000.00) could only be paid to Canton Trading once all the necessary documentation had been drafted by the Defendant and duly signed by Harry Maloka.

8.4. The loan was a short term loan and had to be repaid to the Plaintiff within one month. In the event that the Plaintiff was not timeously repaid, the Plaintiff would instruct the Defendant to then proceed with the registration of the surety bond.

[9] It is Pretorius's evidence that the Defendant breached the agreement in that he failed to carry out the mandate given to him. The Defendant transferred or paid out the amount of R 800 000.00 to Canton Trading notwithstanding the fact that the loan agreement, suretyship and security bond had not been drafted and / or executed. By the time Pretorius gave instructions to the Defendant to proceed with the bond registration the Defendant would give excuses that he was unable to locate the original documents. In an e-mail dated 15 August 2012 the Defendant gave confirmation that the documents were duly executed and requested Pretorius to pay the amount of R 800 000.00 into the Defendant's trust account. Pretorius obliged. It later transpired that the confirmation by the Defendant was false. By the time Pretorius realized this, the funds were already paid out from the trust account to Canton Trading.

[10] The relevant terms of the debt agreement signed by Harry Maloka on 13 August 2012 are clear and unambiguous. Harry Maloka signed the debt agreement in his representative capacity as a director of Canton Trading. The introductory part of the debt agreement provides as follows:

"I / We, the undersigned, HARRY MORWAMOCHA MALOKA

Identity No 520626 5753 085 UNMARRIEED

In my capacity as Director of CANTON TRADING 291 (PTY) LTD Registration No 2011/004239/07".

(Own emphasis)

[11] The documents that were drafted by the Defendant and submitted to Harry Maloka for his signature were inadequate. The power of attorney does not refer to the actual person to be appointed as principal debtor. It also fails to identify in whose favour the bond would be registered. The same applies to the mortgage bond.

[12] In concluding his evidence Pretorius stated that the Plaintiff did not lodge a claim against the deceased estate of Harry Maloka because the debt was not incurred by Harry Maloka in his personal capacity. He acted in his capacity as a director of Canton Trading. The Plaintiff did also not lodge a claim against the insolvent estate of Canton Trading. Even though the Plaintiff would in theory be entitled to lodge a claim against the insolvent estate of Canton Trading based on the debt agreement, there was a shortfall in the amount of

R 49 184 750.73 in the insolvent estate of Canton Trading. There was no conceivable prospect to the Plaintiff as a concurrent creditor to receive any dividend.

[13] Pretorius was an honest, reliable and credible witness. His evidence is straightforward and without any contradictions during cross-examination. His evidence is accordingly accepted as credible and reliable.

[14] In his evidence the Defendant admitted that as at August 2012 there existed a relationship of trust between himself and Pretorius, the person in control of the Plaintiff. The Defendant admitted that he also considered Pretorius as a friend at the time and that prior to August 2012 he acted as attorney for Pretorius.

[15] The Defendant testified that he is a practicing attorney admitted as such in May 1994 and was admitted as a conveyancer in 1997. He confirmed that he was a director of Canton Trading. That on 13 August 2012 Mr Kobus Van Straaten approached Pretorius with a request for bridging finance for Canton Trading. The Defendant thereafter talked to Pretorius and informed him that Harry Maloka would provide security for the loan in the form of his immovable property, Erf 450 Bendor, Polokwane.

[16] The Defendant testified that he does not know who drafted the debt agreement which was signed by Harry Maloka on 13 August 2012. However, he went on to state that by signing the aforesaid debt agreement Harry Maloka incurred the debt in his personal capacity. According to the Defendant Canton Trading is not the debtor but Harry Maloka is the actual debtor irrespective of the fact that Harry Maloka signed the debt agreement in his capacity as a director of Canton Trading.

[17] The Defendant denies that he was given a mandate by Pretorius to draft the necessary documents to be signed by Harry Maloka in order to give effect to security for the loan. He specifically stated that he did not prepare the suretyship agreement because he was never instructed by Pretorius to do so. The Defendant stated that the loan agreement was concluded between the Plaintiff and Harry Maloka in his personal capacity. He stated that if the agreement was in fact concluded between the Plaintiff and Canton Trading as opposed to Harry Maloka personally, he would have attended to the drafting of a suretyship agreement as well as a surety bond.

[18] The Defendant did not give a good impression as a witness. Even in his evidence in chief he was not straightforward when presenting his evidence. Under cross-examination he was evasive and gave unnecessary long-winded answers and uncalled for statements. He was even argumentative when

called upon to answer simple questions. The devastating aspect of his evidence is that his version at the trial differ materially with the version he put in his affidavit when opposing the application for summary judgment. There are material contradictions.

[19] In paragraph 6 of his opposing affidavit the defendant stated:

"In terms of the verbal agreement (read in conjunction with the debt agreement) payment of the loan amount was deferred and the ***plaintiff would be entitled to receive accrued interest from Canton Trading 291 (Pty) Ltd*** *("Canton Trading") equally .167% per day of the total loan amount. Accordingly, the verbal loan agreement constitutes an incidental credit agreement as contemplated in section 8 of the NCA"*

It is clear from the aforementioned allegation that it was the Defendant's version that there was a loan agreement concluded with Canton Trading. The Defendant's oral evidence at the trial is that the loan agreement was concluded with Harry Maloka personally. There is no doubt that the Defendant accepted in his opposing affidavit that Canton Trading had the principal repayment obligation towards the Plaintiff.

[20] The Defendant in his oral evidence denies the conclusion of an agreement with the Plaintiff i.e that the Plaintiff gave him a mandate to act on its behalf in the loan transaction.

However the Defendant proceeded to make the following statement in paragraph 11 of the opposing affidavit:

"The plaintiff simply mandated my firm to render certain services on its behalf"

[21] In paragraph 13 of the opposing affidavit the Defendant stated the following:

"After conclusion of the verbal loan agreement, the plaintiff (represented by Pretorius) instructed my firm to:

13.1. Accept payment of the loan amount of R 800, 000.00 into my firm's trust account;

13.2. To attend to the drafting of ***all documentation necessary*** *to secure a first covering mortgage bond over the following immovable property, belonging to Maloka:*
Stand 450, Bendor, Polokwane
("Stand 450")

13.3. To obtain the original title deed of Stand 450 and to hand same over to the plaintiff, for safekeeping;

13.4. To ensure that a "debt agreement", prepared by an employee of Canton Trading, be signed by the relevant parties concerned:

13.5. ***To ensure that all documentation necessary to secure a first covering mortgage bond over Stand 450 is signed by the relevant parties concerned; and***

13.6. To immediately effect payment of the loan amount to Canton Trading, after fulfilment of the obligations set out and contained in paragraph 13.1 to 13.5 supra."

("Own emphasis)

It is clear that in the opposing affidavit the Defendant had no difficulty in appreciating that he could only proceed to deal with the trust funds once he had drafted "*all documentation necessary*" to secure a first covering mortgage bond. However, in the oral evidence he denies any agreement of mandate between him and the Plaintiff.

[22] In paragraph 15 of the opposing affidavit the Defendant alleged that he complied with his obligations. He stated in particular that he drafted the necessary documentation. Although the Defendant persisted with this version during trial, it has been discovered that the documents that he drafted were hopelessly inadequate.

[23] Throughout the opposing affidavit the Defendant stated that there was a verbal loan agreement concluded between the Plaintiff and Canton Trading. During cross-examination the Defendant stated that the verbal loan agreement was replaced with a debt agreement and also added that the debt agreement was not concluded with Canton Trading, but with Harry Maloka.

[24] At a point in time the Plaintiff's attorney of record addressed a letter of demand to the Defendant dated 18 February 2014. The letter reads as follows:

"Ons verwys na vorige korrespondensie en wens u mee to deel dat ons kliënt se opdrag soos volg is:

1. *Daar is geen vooruitsigte op enige geld uit boedel van wyle Harry Maloka te verhaal nie.*
2. *U het ons kliënt genader om die lening to maak aan CantonTrading 219 (Edms) Bpk waarvan u saam met Harry Maloka 'n direkteur is. Ons kliënt het toe daardie bedrag in u trustrekening betaal op die grondslag dat dit nie sou uitbetaal nie alvorens al die sekuriteitdokumente in plek was.*
3. *Daar is blykbaar 'n skulderkenning en 'n prokurasie om 'n verband te passer opgestel, maar u is nooit in besit geplaas van die getekende oorspronklikes nie.*
4. *Die prokurasie om 'n verband te passer is in ieder geval gebrekkig onder ander omdat dit 'n gewone verband is, terwyl dit 'n borg verband moes gewees het, aangesien die lening aan Canton Trading 219 (Pty) Ltd gemaak is en nie aan Harry Maloka nie. Die verband lees ook dat dit vir*

   R 1 600 00O ten opsigte van gelde geleen en voorgeskiet deur die verbandhouer aan die verbandgewer wat nie die ware toedrag van sake is nie. Verder wil dit vir ons voorkom asof Maloka nooit 'n borgakte geteken het nie.
5. *Ons kliënt was in besit van die titelakte tot Erf 450 Bendor wat 'n beperkte mate van sekuriteit kon verleen het, maar ons kliënt het nou nie eers dit nie, aangesien u die titelakte aan Limdev gestuur het sonder engige teenprestasie.*
6. *Die gevolg is dat weens die nalatigheid van uself of u personeellede ons kliënt skade gely het ten bedrae van R800,000.00 plus rente soos uiteengesit in die "debt agreement" deur u opgestel en hou hy u daarvoor aanspreeklik.*

7. *Tensy daar teen die eide van hierdie maand bevredigende reëlings getref is vir betaling van die verkuldigde bedrag, is dit ons opdrag om voort te gaan met die uitreiking van dagvaarding.*
8. *U is gedek teen eise van hierdie aard kragtens u professionele indemnitetsversekering en ons vertou dat u hulle betyds in kennis sal stel van hierdie eis."*

[25] The contents of the aforesaid letter briefly set out the basis of the particulars of claim in the summons as well as the evidence adduced on behalf of the Plaintiff. Tellingly the Defendant did not respond to this letter. This creates the impression that the Defendant accepted what was stated in the letter. I agree with the submission made by Mr Els, counsel for the Plaintiff, that one simply would not expect an attorney in the person of the Defendant to leave this letter unanswered if he did not agree with the contents thereof.

[26] In **McWilliams v First Consolidated Holdings (Pty) Ltd 1982 (2) SA 1 (AD)** It was held that:

"Quiescence is not necessarily acquiescence" and a party's failure to reply to a letter asserting the existence of an obligation owed by such party to the writer does not always justify and inference that the assertion was accepted as the truth. But in general, when according to ordinary commercial practice and human expectation firm repudiation of such an assertion would be the norm if it was not accepted as correct, such party's silence and inaction, unless satisfactorily explained, may be

taken to constitute an admission by him of the truth of the assertion, or at least will be an important factor telling against him in the assessment of the probabilities and in the final determination of the dispute".

[27] In this case I am enjoined to make an adverse inference against the Defendant for his failure to respond to this letter and his failure to give a satisfactorily explanation of such failure during the trial. I say so because this unchallenged assertion in the unanswered letter had been preceded by correspondence and negotiations between the parties before they resorted to litigation.

My finding in this instance is that quiescence is acquiescence.

Evaluation of Evidence

[28] The version of the Plaintiff in this case has always been constant. All the documentary evidence supports the version of the Plaintiff. The Defendant's version, on the other hand, evolved over time. His version even deviated from what was alleged in the opposing affidavit resisting summary judgment. The version of the Defendant is in direct conflict with the documentary evidence.

[29] It is trite that when the Court is faced with two mutually exclusive versions, the Court has to resolve the factual disputes by making findings on credibility of the factual witnesses, their reliability and the probabilities. The test in such

circumstances is that the Defendant can only succeed if he satisfies the Court on a preponderance of probabilities that his version is true and accurate and therefore acceptable. The Defendant must prove that the version advanced by the Plaintiff is therefore false or mistaken and falls to be rejected.

See **National Employers' General Insurance v Jagers 1984 (4) SA 437 (ECD) at 440D – 441A**.

[30] In **Stellenbosch Farmers' Winery Group Ltd and Another v Martell ET CIE and Others 2003 (1) SA 11 (SCA)** it was held that to come to a conclusion on the disputed issues a Court must make findings on the credibility of the various factual witnesses, their reliability and the probabilities.

In this case I have already made a finding that the Defendant was a poor witness and therefore his version is rejected. The version of the Plaintiff prevails.

Defendant's Conduct

[31] It is appropriate to deal with issues relating to the conduct of the Defendant in this case as same will have an effect on the costs order in this case.

[32] Notwithstanding a serious conflict of interest between the Defendant and the Plaintiff in this case, the Defendant acted for the Plaintiff under the circumstances where the Plaintiff advanced the sum of R 800.000.00 to a

company in which the Defendant had a significant financial interest. The end result of everything was that the Plaintiff was unable to recover the amount of R 800 000.00 that had been advanced to the company because the Defendant failed to execute his mandate.

An attorney should not act for a client whose interests conflict with his own. The conduct of the Defendant in this regard was reprehensible, to say the least.

See **Law Society of the Cape of Good Hope v Tobias 1991 (1) SA 430 (C) at page 438**.

[33] The Defendant admittedly acted as an attorney representing the Plaintiff. As a result thereof the Defendant has a duty to advise the Plaintiff regarding the legal requirements for such a loan. Notwithstanding this, the Defendant raised, as a special plea, the non-compliance with the requirements of the National Credit Act, 34 of 2005 ("the NCA"). The special plea was that it was necessary for the Plaintiff to register as a credit provider in terms of section 40 of the NCA. This was on the basis that the loan was advanced to Canton Trading.

When the Plaintiff replicated that the loan exceeds the threshold prescribed in terms of section 42(1) of the NCA (i.e an amount of R 500 000.00) and that section 40 would not be applicable in this case, the Defendant changed tack. He amended his initial special plea and alleged that the loan agreement was

in actual fact not concluded with Canton Trading, but Harry Maloka. The Defendant again persisted with the special plea that it was necessary for the Plaintiff to register as a credit provider because the loan was made to Harry Maloka.

[34] The aforesaid conduct of the Defendant in admitting that he represented the Plaintiff (with an obvious corresponding duty to execute his mandate without negligence) but then proceeding to raise the non-compliance with the NCA in a special plea was opportunistic if not unconscionable. He had a duty to advise his client on the requirements of the NCA not to take advantage of the provisions of the legislation, which was in fact not applicable in this loan transaction.

[35] The Defendant had failed or neglected to draft the necessary documentation and obtain Harry Maloka's signature thereon in order to effect the suretyship and registration of the surety bond over Erf 450.

The only excuse that was given to the Plaintiff why the Defendant could not proceed to register the bond was the fact that the original documents were not delivered to the office of the Defendant. It was never disclosed by the Defendant that the documents that were signed were completely inadequate and useless for the registration of a surety bond. The Defendant had a duty of disclosure towards the Plaintiff, his client.

[36] At some point and before the amount of R 800 000.00 was paid over to Canton Trading, the Plaintiff was given the original title deed of the property of Harry Maloka, Erf 450 for safekeeping and as a security measure. The Defendant went on to convince the Plaintiff to forego possession of this title deed under the pretext that Harry Maloka needed the title deed for purposes of obtaining a loan from Limdev and registering a bond over Erf 450. That the loan from Limdev would partly be utilised to settle amount of R 800 000.00 owed to the Plaintiff. The title deed was released by the Plaintiff to Limdev. However, no bond registration was effected and as such no loan was obtained from Limdev. The conduct of the Defendant is horrifying, to say the least.

Conclusion

[37] From the conspectus of evidence before me I make a finding that the Defendant has breached the mandate given to him by the Plaintiff because:

37.1. It was never the intention that Harry Maloka would be the principal debtor. As a consequence it was necessary for the Defendant to draft a deed of suretyship. It would always be based on the deed of suretyship that a surety bond be registered in favour of the Plaintiff. The Defendant completely failed to execute his mandate in this regard.

37.2. If the Defendant duly executed his mandate, he would not have paid the R 800 000.00 in his trust account to his own company, Canton Trading, prior to signing of a deed of suretyship by Harry Maloka.

37.3. If the Defendant duly executed his mandate, a surety bond would have been registered over Erf 450 in favour of the Plaintiff. This would have provided adequate security to the Plaintiff and the Plaintiff would have had a secured claim against the deceased estate of Harry Maloka.

Costs

[38] Counsel for the Plaintiff argued that the Plaintiff is entitled to a costs order on a punitive scale against the Defendant and for the following reasons:

38.1. The Defendant had a clear conflict of interest. Notwithstanding this the Defendant proceeded to act on behalf of the Plaintiff.

38.2. When the Plaintiff instructed the Defendant to proceed with the registration of the surety bond, the excuse that was given to the Plaintiff was that it was simply a matter of the original documents not being delivered to the Defendant's office.

In truth the Defendant simply never drafted the necessary documents.

38.3. The Defendant continually changed his version. The version that was given during oral evidence was different from the version that was contained in the opposing affidavit resisting the summary judgment application. In addition the Defendant effected material amendments to

his plea in order to suit himself. He was vexatious and frivolous in the manner in which he conducted this litigation. The Defendant is not an ordinary litigant. He is a practicing attorney and an officer of the Court. More is expected of the Defendant.

38.4. The Defendant never had any real defence against the claim of the Plaintiff. Notwithstanding this, the Defendant aggressively resisted the claim of the Plaintiff and sought postponements on more than two occasions in order to amend his special plea and plea.

[39] In the matter of **In Re: Alluvial Creek Ltd 1929 CPD 532 at 535** the following was stated:

"An order is asked for that he pay the costs as between attorney and client. Now sometimes such an order is given because of something in the conduct of a party which the court considers should be punished, malice, misleading the court and things like that, but I think the order may also be granted without any reflection upon the party where the proceedings are vexatious, and by vexatious I mean where they have the effect of being vexatious, although the intent may not have been that they should be vexatious. There are people who enter into litigation with most upright purpose and most firm belief in the justice of their cause, and yet whose proceedings may be regarded as vexatious when they put the other side to unnecessary trouble and expense which the other side ought not to bare. That I think is the position in the present case."

See also **Johannesburg City Council v Television and Electrical Distributers (Pty) Ltd and Another 1997 (1) SA 157 (A) at 177D-F; Claase v Information Officer, South African Airways (Pty) Ltd 2007 (5) SA 469 (SCA) at para 11; Campsbay Ratepayers' and Residents' Association and Another v Harrison and Another 2011 (4) SA 32 (CC) at para 76 and Venmop 275 (Pty) Ltd and Another v Cleverlad Projects (Pty) Ltd and Another 2016 (1) SA 78 (GJ) at para 33**.

[40] I agree with Counsel for the Plaintiff that a proper case is made out for the appropriate punitive costs order against the Defendant in this case.

[41] I grant the following order:

41.1. The Defendant is ordered to pay to the Plaintiff the amount of R 800 000 00;

41.2. The Defendant is ordered to pay interest on the amount of R 800 000.00 calculated at the rate of 15.5 % per annum from 8 August 2014 (being the date defendant filed notice to defend) to date of final payment.

41.3. The Defendant is ordered to pay the Plaintiff's costs on an attorney and client scale, including all reserved costs orders.

E M MAKGOBA
JUDGE PRESIDENT OF THE HIGH COURT, LIMPOPO DIVISION, POLOKWANE

APPEARANCES

Heard on	**: 9 & 10 April 2019; 7 June 2019**
Judgment delivered on	**: 19 June 2019**
For the Applicant	**: Adv APJ Els**
Instructed by	**: Steward Maritz Basson Inc**
	c/o Pratt Luyt & De Lange
For the Respondents	**: Adv L W De Beer**
Instructed by	**: Conrad Kruger Attorneys**