IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 32424/13

(1) REPORTABLE: **NO**
(2) OF INTEREST TO OTHER JUDGES: **YES**
(3) REVISED.

3 July 2017 .....
SIGNATURE

In the matter between:-

ENGEN PETROLEUM LIMITED Applicant

and

WEBRREF TRADING NO. 31 CC t/a ELM STREET SERVICE STATION
(Registration Number: 2000/027357/23) First Respondent

BLEND, JEFFREY
(Identity Number: […] Second Respondent

JUDGMENT

SPILG, J

INTRODUCTION

1. Webref Trading No. 31 CC operates an Engen service station with a convenience store outlet in Elm Street, Dowerglen. It does so under two agreements. The one relates to the right to occupy the property which is governed by a lease agreement between Webref and Engen Petroleum Ltd. The other is the right to operate an Engen filling station outlet as a franchisee of Engen under an operating agreement.

2. Engen is not the owner of the property on which Webref conducts its business. It however leases the premises from the registered owner under a notarial deed of lease.

3. In March 2013 Engen instituted motion proceedings under case number 9595/2013 for the eviction of Webref. Engen relied on its cancelation of the operating agreement on the grounds that Webref had allowed the filling station to stand dry from time to time which cancelation in turn triggered an entitlement to terminate the lease. Webref filed an answering affidavit and brought a counterapplication. Engen withdrew this application when it discovered that a key confirmatory had not been deposed to.

4. Engen then brought a fresh application in August 2013 under case no 32424/2013 against Webref for eviction based on the same grounds as previously. Engen however did introduce as part of its evidence the electronic accounting and trading records which it averred demonstrated that there were a number of periods when no trading whatsoever was being conducted

on the premises.

5. Webref did not file an answering affidavit. It however entered into negotiations with Engen which culminated in a written agreement of settlement in terms of which Webref was afforded the right to sell the filling station business.

6. Clause 6 of the settlement agreement deals with the extension of the head lease and provides that:

> "It *is recorded that this agreement and an agreement between Engen and the owner of the premises in terms of which inter alia the head lease is extended for a further period of 5 (five) years have been concurrently signed by the applicable parties thereto and the existence, force and effect of each 1 (one) of the 2 (two) said agreements is subject to and conditional upon the signature of the other agreement"*

7. The two agreements identified in clause 6 as requiring to be signed was the extension of the head lease and the settlement agreement itself.

8. Engen contended that Webref was obliged to sign the head lease extension in its terms. It placed Webref on terms to do so and when it refused Engen cancelled the settlement agreement. If Engen was entitled to cancel the settlement agreement then Webref would not be entitled to remain on the property unless it successfully challenged Engen's right to evict it in the

proceedings that had been instituted.

9. Webref then filed its answering affidavit to the main application. It incorporated its first counterapplication by reference and introduced a second counter application. The counterapplication was divided into two parts.

10. In Part A Webref seeks a declaratory order that the settlement agreement is binding and declaring that the litigation between the parties has become settled.

While Webref accepted that the head lease extension had not been signed it contended in support of the relief sought in the second counterapplication that Engen had adopted a dogmatic and uncompromising attitude in relation to negotiating the appropriate rental which entitles it to rely on the doctrine of fictional fulfilment either on the basis of express waiver by Engen or because Engen frustrated the fulfilment of the condition. As a consequence Webref also contended that the cancelation was invalid.

11. It is common cause that rental could not be agreed upon because the landlord insisted that the rental should be based on what is called the Regulatory Account System ("*RAS*").

Engen contends that RAS was not applicable to head leases, only to franchise agreements.

12. Part B of Webref's second counterapplication is conditional inter alia on the court dismissing the orders sought in Part A. In Part B Webref seeks orders

to declare;

12.1. both the head lease and the sub-lease to be unconstitutional and therefore void,

12.2. the retail licence to constitute property and that such property is part of the goodwill and an asset of the licence holder

12.3. the retail licence and the wholesale licence are to be subject to open market transactions.

13. Webref also seeks a number of other orders in order to determine the rights of parties engaged in the fuel trade.

PRE-HEARING APPLICATIONS

14. The main application and counterapplication cannot be determined prior to the resolution of a number of procedural issues. They arise from various interlocutory applications that were brought by the parties and contentions advanced in the papers regarding the procedural regularity of the way in which issues were raised by reference. It was allege that little headway had been made in finalising them and accordingly the matter was directed for case management.

15. The interlocutory applications effectively consist of:

15.1. An application brought by Webref for a separation of issues

15.2. An application by Engen to declare that Webref is not entitled to supplement its answering affidavit should a point *in limine* which it has taken or Part A of its second counterapplication not be upheld

15.3. An application to strike out portions of Webref's answering affidavit on the grounds that they are vague and embarrassing as they seek to incorporate by reference court papers in other litigation.

15.4. A rule 35 (12) application brought by Webref for certain documents;

SEPARATION OF ISSUES

16. The first matter to be determined is whether all the issues are to be dealt with at one hearing or, as contended for by Webref in paragraphs 48 and 53 of their combined answering affidavit cum founding affidavit to the counterapplication that Part A of Webref's counter-application (supported by paragraphs 59 to 62 of its founding affidavit) should be separated from both the matters raised in Engen's founding papers and in Webref's first counterclaim.

17. The starting point is rule 33(4) which provides that;

'If, in any pending action, it appears to the court mero motu that there is a question of law or fact which may conveniently be decided either before

any evidence is led or separately from any other question, the court may make an order directing the disposal of such question in such a manner as it may deem fit and may order that all further proceedings be stayed until such question has been disposed of, and the court shall on the application of any party make such order unless it appears that the question cannot conveniently be decided separately.'

18. In *Denel (Edms) Bpk v Vorster* 2004 (4) SA 481 (SCA) Nugent JA said at para 3:

"Rule 33(4) of the Uniform Rules - which entitles a Court to try issues separately in appropriate circumstances - is aimed at facilitating the convenient and expeditious disposal of litigation. It should not be assumed that that result is always achieved by separating the issues. In many cases, once properly considered, the issues will be found to be inextricably linked, even though, at first sight, they might appear to be discrete. And even where the issues are discrete, the expeditious disposal of the litigation is often best served by ventilating all the issues at one hearing, particularly where there is more than one issue that might be readily dispositive of the matter. It is only after careful thought has been given to the anticipated course of the litigation as a whole that it will be possible properly to determine whether it is convenient to try an issue separately."[1]

[1] See its application by Lewis JA in *Eskom Holdings Ltd v Halstead-Cleak* 2017 (1) SA 333 (SCA) at para 27

19. I believe the caution expressed in *Denel* is apposite to the present case. The requirement of convenience will not be met if the issues are inextricably linked, if more than one issue may be readily determinative of the litigation, or after weighing up the potential prejudice of delay to the other party and of course the potential inconvenience to the court or other parties. The convenience of the court and the parties would have regard to the amount of time that might be saved if the separated issue was indeed dispositive of the case or a major portion of it, particularly if it can be neatly ring fenced from the other issues, thereby avoiding the incurring of unnecessary time and costs.

20. At face value separating the question of whether there has been a settlement appears to be attractive. However if one unwraps the packaging it is evident that in substance Webref in order to succeed in showing that the settlement agreement is binding will have to overcome the fact that the parties had not concluded the extension agreement as required by clause 6.

In order to do so Webref readily concedes in its affidavit that it will either have to demonstrate that Engen waived the requirement of that clause, or that Engen frustrated the fulfilment of the condition, that Engen's termination of negotiations was unreasonable and premature. This is not a simple law point but would require a factual enquiry which it can be anticipated will open up a Pandora's Box of evidence regarding the reasonableness of the respective party's position on each term on which there was an impasse and whether that constituted a deadlock.

21. Finally there is a fundamental point of departure between the parties on this issue which may be resolved rather on a point of interpretation: the premise in *Adv Hollander's* argument on behalf of Webref is that the parties were at liberty to re-negotiate the methodology in terms of which the rental was payable. Webref contended that the rental should not be on a basic flat line extension as contained in the proposed draft but that the Regulatory Accounts System ("*RAS*") should be considered since it now is "*the applicable industry norm, or at the very least ought to be considered and negotiated*" . However *Adv van der Spuy* relies on the plain wording of clause 6 which refers to an extension of the existing notarial deed and also the surrounding circumstances which led to its formulation. It therefore appears that the foundation of the issue which Webref seeks to have separated will itself be subject to scrutiny and evidence: a very unstable platform to justify that the issue should not only be separated but also that it should be heard first.

22. Accordingly the issues raised in Part A of the second counterapplication may only be determinable after an extensive hearing. It is also likely that the question of a binding settlement will be tied up in a consideration of the terms of the notarial lease which intrude on other issues raised in the papers**.** It would be extremely difficult if not impossible to identify those paragraphs in the affidavits filed by the respective parties which relate exclusive to the issue that is sought to be separated**.**

On the basis that these issues would have to be resolved through evidence

there is the possibility that a court will have to make adverse credibility findings. This would not be ideal if the matter is not resolved in Webref's favour and the same witnesses testify later. In such a case it may preclude the same judge from hearing the balance of the issues- an unsatisfactory situation where the resources of the judiciary would have already been expended in having a judge go through what are already lengthy papers and what may amount to a hearing spanning well over a week.

23. In the meanwhile on a *prima facie* level it is not clear whether Webref has provided an issuable answer in its papers to the factual averments made by Engen regarding the breaches it relies on to have cancelled the agreement and to have afforded it the right to evict Webref. In this regard the Constitutional Court case of *Mighty Solutions t/a Orlando Service Station v Engen Petroleum Ltd and another* 2016 (1) SA 621 (CC) may have curtailed some of the arguments that otherwise may have been open to Webref.

24. In my view the considerations raised in *Denel* and the other considerations mentioned in this judgment do not render this a case to which the provisions of rule 33(4) should apply. On the contrary it is eminently more convenient to have all the issues raised in the application and the counterapplications heard together.

FAILURE TO PLEAD OVER

25. The second issue raised concerns Engen's complaint that Webref is not entitled to supplement its affidavit and that it is effectively barred from now doing so.

26. The issue arises from para 63 of Webref's affidavit which reads

'*<u>Supplementing this Affidavit</u>*

As necessary and in the event of the point in limine and/or Part A of the Second Counter Application nor being upheld the Respondent may supplement this Affidavit and seek appropriate leave to do so'

27. The terms of rules 6(1), (5) (d) (ii), (iii) and (e) clearly envisage that the parties must in their respective affidavits set out the relevant issues and the evidence upon which they rely. These specific sub-rules envisage only three sets of affidavits and if a party wishes to deliver a further set then, as our case law demonstrates, there must be an application made to allow for its introduction.[2]

Such an application must satisfactorily explain that the matter sought to be

[2] The relevant provisions to Rule 6 are;

(1) Save where proceedings by way of petition are prescribed by law, every application must be brought on notice of motion supported by an affidavit as to the facts upon which the applicant relies for relief.

(5)(d) Any person opposing the grant of an order sought in the notice of motion must-

(ii) within fifteen days of notifying the applicant of his or her intention to oppose the application, deliver his or her answering affidavit, if any, together with any relevant documents; and

(e) Within 10 days of the service upon the respondent of the affidavit and documents referred to in subparagraph (ii) of paragraph (d) of subrule (5) the applicant may deliver a replying affidavit. The court may in its discretion permit the filing of further affidavits.'

introduced only came into existence subsequent to the filing of that party's last set of affidavits, that the matter could not have been reasonably anticipated or some other exceptional ground that warrants its introduction in the interests of justice

28. It is appropriate to quote extensively from *Swissborough Diamond Mines (Pty) Ltd and Others v Government of the Republic of South Africa and Others* 1999 (2) SA 279 (T).

At 323H to 324C Joffe J said, in relation to a founding affidavit which, *a fortiori,* would equally apply to a counterapplication that:

> *'An applicant must accordingly raise the issues upon which it would seek to rely in the founding affidavit. It must do so by defining the relevant issues and by setting out the evidence upon which it relies to discharge the onus of proof resting on it in respect thereof. As was held in Prokureursorde van Transvaal v Kleynhans 1995 (1) SA 839 (T) at 849B in regard to a constitutional issue:*
>
> > *'Dit is myns insiens vir die behoorlike ordening van die praktyk absoluut noodsaaklik dat konstitusionele punte nie deur advokate as laaste debatspunt uit die mou geskud word maar pertinent in die stukke as geskilpunt geopper word sodat dit volledig uitgepluis kan word deur die partye ten einde die Hof in staat te stel om dit behoorlik te bereg.'*

The dictum is not only of application to constitutional issues - it applies to all issues. Nor is the dictum only of application in the context of a founding affidavit - it applies equally to answering affidavits and replying affidavits. The more complex the dispute between the parties the greater precision that is required in the formulation of the issues. See in regard to actions Imprefed (Pty) Ltd v National Transport Commission 1993 (3) SA 94 (A) at 106-7.

Further on at 326I the court demonstrated the consequences of a party failing to make out a case in the founding papers:

'The plaintiffs failed to make out a case in the founding affidavit or the document complaint for the inspection of those documents in respect of which first defendant claims legal professional privilege and which are referred to in para 4.2 of the notice of motion. Plaintiffs seek to make out such a case in their replying affidavit. No reason is advanced for their failure to do so in the founding affidavit or document complaint. In the circumstances no relief can be granted in terms of para 4.2 of the notice of motion.'

29. While there are exceptions to these principles, it is preposterous to suggest that a party is entitled in its papers to keep its powder dry, or to be able to adopt a Stalingrad type approach of raising one issue or one set of facts at a time for determination while reserving its right to raise others should it be unsuccessful on those disclosed. Not only does this result in pleadings being open ended and puts the other party in the unenviable position of not

knowing what case it might ultimately have to meet but it opens the door for abuse.

The extract cited earlier from *Swissborough* in relation to adopting the dictum in *Prokureursorde van Transvaal v Kleynhans* to all matters also resonates in the context of this case.

30. There are of course circumstances where a party will be allowed to add to the grounds of its claim or defence after pleadings have closed, or even on appeal. Nonetheless a party cannot reserve to itself that right since such a proposition carries implicitly an assertion that a ground is already known and is being withheld depending on the exigency of an unfavourable outcome. The only occasion that comes to mind where there is not such an implicit assertion is where the facts cannot be dealt with by the one party because they are peculiarly within the other party's knowledge.

31. I am satisfied that Webref cannot plead in this way. It amounts to a failure to plead over. This opens up the question of whether they must apply for condonation for the delivery of a supplementary affidavit and the date when such supplementary affidavit (inclusive of seeking condonation if required) is to be delivered. The short answer is that a court cannot bar a party from seeking condonation at any stage. Each application is to be determined on its own merit.

32. However since Webref has raised the issue in a manner that suggests that it has already contemplated the matters it wishes to raise if it is unsuccessful

on the issues it has mentioned then in order for this matter to be ripe for hearing there must be a closure to the sets of affidavits setting out relevant issues and the evidence upon which they rely. Accordingly Webref must be put on terms to bring a proper application for condonation setting out the matters it wishes to add to its papers and the court will then consider whether the requirements for condonation have been satisfied.

INCORPORATION BY REFERENCE

33. Engen objects to Webref incorporating by mere reference the contents of its answering affidavit in the first application under case number 9595 / 2013. It contends that Webref must repeat each answer previously given in its current answering affidavit.

34. There may be cases where an applicant has withdrawn an application after the respondent has filed an answering affidavit and simply re-issued it in the identical form with possibly some basic error being cured. Provided the allegations are identical then there can be no complaint if the respondent simply refers back to its previous answering affidavit. After all, it is the applicant that elected for its own reasons to withdraw and re-issue the application. This situation however postulates a direct correlation between the allegations made in the previous application with those in the subsequent one.

The present case is different: Engen has added a number of additional facts and documents to which the bald denials of the answering affidavit to the first application cannot constitute a denial under oath. Moreover to allow a previous answering affidavit to stand as a response to a subsequent application which contains a much fuller set of alleged facts might result in a deponent being immunised from the consequences of possible perjury should the matter be referred to oral evidence.

35. The founding affidavit in the main application before the court is substantially different in content to that in the proceedings which were withdrawn. An answer which refers to the previous answering affidavit does not comply with rule 6. There is clearly prejudice to Engen as there has not been a proper engagement of all the matter raised in the founding affidavit.

36. The issue appears to have extended to another paragraph in the answering affidavit. In para 61 Webref states that the entire set of court papers in the Constitutional Court case mentioned earlier and two Gauteng Provincial division cases which comprise the matters, facts and documentation "*are all deemed to be incorporated herein, by reference"*

37. Webref states that the court papers in those cases "*for all intents and purposes, accord with the facts and circumstances pertaining to the Second Main Application as well as Part B of the Second Counter Application"* and that they "*will be made available to the above Honourable Court at the time of the hearing of the relevant argument in relation to these issues.*

38. One would think that the proposition only has to be stated for it to be rejected. A formulation as broad as this in an affidavit fails to define the issues between the parties and does not place the essential evidence before the court seized with the matter. Neither the court nor the other party will know prior to the hearing what is in issue.

39. *Swissborough* is again directly in point. At 324F-G the court said:

'Regard being had to the function of affidavits, it is not open to an applicant or a respondent to merely annexe to its affidavit documentation and to request the Court to have regard to it. What is required is the identification of the portions thereof on which reliance is placed and an indication of the case which is sought to be made out on the strength thereof. If this were not so the essence of our established practice would be destroyed. A party would not know what case must be met. See Lipschitz and Schwarz NNO v Markowitz 1976 (3) SA 772 (W) at 775H and Port Nolloth Municipality v Xahalisa and Others; Luwalala and Others v Port Nolloth Municipality 1991 (3) SA 98 (C) at 111B—C'.

40. The contents of the paragraph which Engen complains of would also be difficult to fathom now that the outcome of the constitutional court case favoured Engen. Furthermore the issue may be rendered moot because of the outcome of that case. Unlike the previous situation the failure to set out specifically the issues and facts relied on can be predicted and arguments may simply run in circles. Accordingly in this instance no useful purpose

would be served in requiring condonation. Webref will however be place on a time constraint to properly reply to the contents of the founding affidavits and supporting documents and if so minded to expressly raise the matters, facts and documents alluded to in para 61 of its affidavit on which it relies. If it fail to do so by that date then the matter will proceed on the basis that there is no denial to the allegations contained in the founding affidavit and that the contents of para 61 are struck out, subject always to a successful application for condonation.

RULE 35(12)

41. Webref issued a rule 35(12) notice calling on Engen to produce all the notarial deeds of lease entered into between it and its various landlords which were mentioned in para 70 of Engen's final set of affidavits (being a reply to its main application and an answer to Webref's counterapplication).

42. Adv Hollander contends that the mere reference by an opposing party in its affidavit to a document triggers an entitlement to its production under Rule 35(12) and refers to cases such as Machingawuta *and Others v Mogale Alloys (Pty) Ltd and Others* 2012 (4) SA 113 (GSJ) at para 13 and *Magnum Aviation Operations v Chairman, National Transport Commission and Another* 1984 (2) SA 398 (W). He however indicated that *Governing Body, Hoërskool Fochville and Others v Centre for Child Law* 2014 (6) SA 561 (GJ) had qualified these decisions. Reference was also made to the

incidence of the *onus*.

43. Adv van der Spuy contended that the reference was made simply in passing "*as an aside"* in response to an allegation made by Webref in its earlier affidavit. The paragraph in Engen's affidavit reads:

> *" … I need to point out that the contents of the notarial deed of amendment which are said to have been 'unilaterally imposed' are standard terms similar to those generally found in all the notarial deeds of lease entered into between Engen and its various landlords"*

44. Accordingly the issue of relevance must be addressed particularly if this court is to go into greater detail with regard to whether or not clause 6 properly interpreted was intended to allow the parties to renegotiate the formula under which the rental was to be paid; albeit that at this stage the court would be limited to the papers filed as the leading of *vive voce* evidence was not raised.

45. Although the Supreme Court of Appeal reversed the decision in *Hoërskool Fochville*, at para 18 of its judgement reported as *Centre for Child Law v Hoërskool Fochville and another* 2016 (2) SA 121 (SCA) Ponnan JA said the following:

> *"I entertain serious reservations as to whether an application such as this should be approached on the basis of an onus. Approaching the matter on the basis of an onus may well be to misconceive the nature of the*

enquiry. I thus deem it unnecessary to attempt to resolve the disharmony on the point. That notwithstanding, it is important to point out that the term onus is not to be confused with the burden to adduce evidence (for example, that a document is privileged or irrelevant or does not exist). In my view the court has a general discretion in terms of which it is required to try to strike a balance between the conflicting interests of the parties to the case. Implicit in that is that it should not fetter its own discretion in any manner and particularly not by adopting a predisposition either in favour of or against granting production. And, in the exercise of that discretion, it is obvious, I think, that a court will not make an order against a party to produce a document that cannot be produced or is privileged or irrelevant."

46. It is evident that rule 35(12) is not the determinator, but rather the principles governing an application under rule 30A, which is the basis upon which a failure to comply with a rule 35(12) notice is brought and considered by a court.

47. In my view there is no real dispute concerning the reason for extending the notarial lease for a further 5 years whereas a notarial lease of this nature is for a ten year period. On the papers before me it was only a timing issue in an attempt to enable the service station business to be sold. The reformulation of the underlying calculation was not contemplated. Accordingly

on the governing principles relating to the interpretation of contracts[3] the term "*extended for a further period of 5 (five) years"* refers to an extension of the existing lease with provision for an escalated rental.

48. In reaching this conclusion I bear in mind that reference has only been made to the papers before me and that there appears to be unanimity between the parties as to the reason for introducing the clause.

49. It becomes unnecessary to consider the other arguments raised. Nonetheless it is a factor when applying the principles which guide a court in a rule 30A application to have regard to the massive amount of documents that may have to be produced where the issue is identified by Webref to be a case concerning the prevailing "*industry norm".* That would suggest a far broader analysis of the formula adopted by the leading petroleum wholesalers. I must also bear in mind that Engen contends that the RAS formula does not apply to its head leases only to its franchise agreements.

50. Moreover Engen identified all notarial leases currently in existence between it and its various franchisees. The number 520. It has tendered both these and those not yet registered since December 2013. The list is contained in

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[3] 'The fundamental consideration in determining the terms of a written contract or its application to an event that arose during the course of their relationship is to discern the intention of the parties from the words used in the context of the document as a whole, the factual matrix surrounding the conclusion of the agreement and its purpose or (where relevant) the mischief it was intended to address (*KPMG Chartered Accountants (SA) v Securefin Ltd and Another* 2009 (4) SA 399 (SCA) at para 39 and *Novartis SA (Pty) Ltd v Maphil Trading (Pty) Ltd* 2016(1) SA 518 (SCA) at paras 27, 28, 30 and 35).'

Since at least *Swart en 'n Ander v Cape Fabrix (Pty) Ltd* 1979(1) SA 195 (A) at 202C and *List v Jungers* 1979 (3) SA 106 (A) at 118G-H the Supreme Court of Appeal ('the SCA') and its predecessor have stated that one considers the contentious words by having regard to their context in relation to the contract as a whole and by taking into account the nature and purpose of the contract . See also *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) para 18 Wallis JA.

Annexures BT1.1 to BT1.10 and BT 2. Engen tendered copies of these leases.

51. Since I have found that the documents are not relevant the tender does not result in Webref being entitled to costs. Quite the opposite. Moreover it continued to modify its request to seek fewer and fewer of the documents as time went by but was still not content with those that were tendered. .

ORDER

52. I make the following order:

1. *The application by Webref under 33(4) is dismissed*

2. *Paragraph 63 of Webref's answering affidavit cum founding affidavit to its second counterapplication ('Webref's affidavit') is struck out and if Webref intends to raise any other matter contemplated in para 63 then:*

    a. *It must bring an application for condonation to do so with a supporting affidavit and setting out the relevant issues it wishes to introduce and the evidence upon which it relies in compliance with rule 6;*

    b. *The application must be delivered by no later than 1 August 2017*

3. *Paragraphs 56 and 61of Webref's affidavit are struck out and Webref is afforded until 1 August to deliver a supplementary affidavit which sets out precisely what allegations in the founding and confirmatory affidavits of*

Engen it takes issue with and the evidence upon which it relies. Engen will be entitled to deliver a supplementary reply within 10 (ten) days of service.

4. *Engen shall produce the documents it tendered on written request by Webref's attorneys, and which are identified in Annexures BT1.1 to BT1.10 and BT2.*

5. *Webref's rule 35(12) application is dismissed*

6. *Webref is to pay the party and party costs of each of the applications to which these orders relate.*

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SPILG, J

DATE OF JUDGMENT: 3 July 2017

FOR THE APPLICANT: Adv C van der Spuy

Lanham-Love Attorneys

FOR THE RESPONDENT: Adv L Hollander

Barry Aaron & Associates