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

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

25/5/2020
DATE

SIGNATURE

CASE NUMBER: 2018/32934

In the matter of

**PLATINUM MILE INVESTMENTS 513 (PTY) LTD** **APPLICANT**
**(REGISTRATION NUMBER: 2002/016559/07**
and

**MIDRAND GOLD AND DIAMOND EXCHANGE (PTY) LTD** **RESPONDENT**
**(REGISTRATION NUMBER:2012/061992/07**

---

## JUDGMENT

---

**DOSIO AJ:**

**INTRODUCTION**

[1] This is an application where Platinum Mile Investments 513 (Pty) Ltd, ("the applicant") seeks the ejectment of Midrand Gold and Diamond Exchange (Pty) Ltd, ("the respondent"), from the leased property, as well as liquidated damages for unpaid rental.

[2] At the inception of the application, the applicant's counsel explained that the respondent vacated the property on the 25th of May 2019 and as a result, the applicant would no longer be persisting with the relief sought in respect to the ejectment of the respondent.

[3] The issue before me, is concerned with an alleged variation of the lease agreement, entered into between the applicant and the respondent, in circumstances where the lease agreement contains a non-variation or Shifren clause.

[4] The respondent contends the lease agreement was varied as a result of an exchange of e-mails, between Michael Bredenkamp ("Michael"), (the sole director of the respondent) and Nicole Lasker ("Nicole"), (the applicant's represent). The applicant contends no variation took place.

**BACKGROUND**

[5] The applicant contends the respondent failed to pay its rental in circumstances in which it was obliged to do so and as a result the lease agreement was validly terminated. Furthermore, the applicant contends that prior to the 25th of May 2019, the respondent was in unlawful occupation of the leased property.

[6] The respondent's defence is that, due to the variation of the lease agreement, it was entitled to withhold rental payments, as the applicant had failed to complete certain necessary renovations to the leased property. The respondent contends that during December 2017, the parties had agreed that the respondent would pay the full amount of rental to the trust account of the respondent's attorney, until all the outstanding repair work was completed and the amount of compensation was determined by the applicant. This is disputed by the applicant.

[7] The common cause facts are that;

1. a lease agreement was concluded between the parties in respect to the property;
2. the respondent only paid rental to the applicant until December 2017;
3. the respondent`s attorneys has held rental in the amount of R250 000-00 in its trust account;
4. on the 3rd of August 2018, the applicant's attorney addressed correspondence to the respondent terminating the lease.

**SUBMISSIONS OF THE APPLICANT**

[8] The applicant's counsel argued that rental was payable in accordance with the provisions of clause 5.1 of the lease agreement and that in terms of clause 8.1 of the lease agreement, all payments were to be made into the ABSA bank account of Johannesburg Property Services (Pty). Counsel argued the essential terms of the lease agreement are clear and the respondent could not withhold any rental owed.

[9] The applicant's counsel contended that the provisions of the lease agreement, with specific reference to clause 23.1, precluded the respondent from relying on a defence of variation as any variation of the lease agreement had to be reduced to writing and signed by both parties. Counsel argued that in none of the correspondence can it be inferred that there was any form of a variation.

[10] Counsel contended that from the contents of a letter dated the 14th of December 2017, from Nicole to the respondent's attorney, it is clear that any indulgences given to the respondent endured until the end of January 2018 and that this was not an invitation to withhold rental payments indefinitely or at the discretion of the respondent. The letter states;

*"1. We have reversed the rental for December 2017 and January 2018, as your client will not be occupying the premises, we only charged for electricity consumed.*

*2. The contractors will only begin work mid-January 2017 due to closing for the festive season. Please advise your client that the premises will only be ready for occupation on 1/2/2018.*

*3. There will be no attempts to with hold the property from your client"*

[11] Counsel denied that the contents of an e-mail dated the 3rd of February 2017, from Nicole to Michael, amounted to a tacit acceptance to allow the respondent to withhold rental. Counsel argued the normal grammatical meaning of the e-mail is clear and that such an interpretation as averred by the respondent is flawed. The e-mail in question states;

"*Hi Michael*

*The plumber seems to be aware of it but I was not – I will send out Kenny Sadie Plumbers to urgently deal with this. Give me one more week and this will be resolved*"

[12] Counsel argued that in the communication sent by the respondent's attorney to Nicole, dated the 16th of November 2017, with specific reference to paragraph 6 and 7, no reference is made to any alleged agreement upon which the respondent relies.

Paragraph 6 and 7 of this letter states;

"*6. We have herewith been instructed to demand that you by no later than close of business on 30 November 2017 rectify all problems pertaining to the leakage and sewage at the property and that the necessary is attended to so that our client is able to use the full extent of the premises.*

*7. Should you fail, neglect or refuse to do so by close of business on 30 November 2017, our client shall have no further alternative but to make sure that all payments of rental is made into our trust account until such time as you have attended to your duties as Landlord"*

[13] Counsel referred me to a letter written by the respondent's attorney to Nicole, dated the 7th of December 2017, where the respondent's own attorney failed to mentioned any concluded agreement between the parties pertaining to the respondent's contention that rent could be withheld.

[14] Counsel referred me to a letter sent by Nicole to the respondent's attorney, dated the 14th of December 2017, where no mention is made of any agreement on such terms as relied on by the respondent.

[15] Counsel argued that the letter dated the 14th of February 2018, from the respondent's attorney to Nicole, once again failed to mention any such agreement having been entered between the parties. The letter states the following;

"*2.We confirm that our client has instructed that you have proceeded with the renovations at the premises.*

*3. We confirm however that certain renovations are yet to occur and that there are still leakages and dry walling which has been damaged by the sewage leaks.*

*4. To this end you are kindly to ensure that all of the necessary renovations are to be done to our client's satisfaction prior to the rental which is currently being held on trust is paid to your offices"*

[16] Counsel argued that from the contents of paragraph 1 of the letter, sent by the applicant's attorney to the respondent's attorney, dated the 18th of April 2018, it was clearly stated that the respondent's election to withhold rental rendered the respondent in breach of the lease agreement. Counsel argued that in a response to the letter dated the 18th of April 2018, the respondent's attorney wrote a letter to the applicant's attorney dated the 6th of June 2018, whereby in paragraph 3 of this letter it is clear that the respondent's attorney was trying to impose conditions on the applicant, that monies owed to the applicant would be held in trust until such time as an accord could be

reached between the parties. Counsel argued it is clear from this letter that up to this stage no accord had been reached between the parties to vary the lease agreement.

[17] Counsel contended *ex facie* the lease agreement, the applicant and the respondent did not intend the payment of rental to be an obligation reciprocal to the maintenance and/or state of repair of the property and that accordingly the respondent was not entitled to withhold paying rent. Accordingly, it was argued that the *exceptio non adimpleti contractus* was not applicable. The applicant's counsel referred me to the decision of *Wynns Car Care Products (Pty) Ltd v First National Industrial Bank* 1991 (2) SA 754.

**SUBMISSIONS OF THE RESPONDENT**

[18] The respondent's counsel argued that the lease agreement was indeed varied by a number of e-mails exchanged between Nicole and Michael. It was further argued that because the words "*signed*", "*signature*" and "*writing*" are not defined in the lease agreement, that the variation of the lease agreement was concluded by electronic means, through the exchange of emails and that the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") is applicable. Counsel contended that clause 23.1 of the lease agreement had accordingly been complied with.

[19] Counsel contended that section 1 of ECTA defines an electronic signature as data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature. Counsel referred me to the case of *Spring Forest Trading CC v Wilberry (Pty) Ltd t/a Ecowash and Another* 2015 (2) SA 118 (SCA).

[20] Counsel contended in varying the lease agreement it was agreed that;

1. the respondent would be refunded with a portion of the rental paid as a result of the defective premises; and
2. as from December 2017, the respondent would make payment of the full amount of rental into its attorney's trust account, until such time as the premises had been repaired and the amount of compensation, (which the respondent was entitled to as a result of not being in a position to utilise the full rented property), was determined.

[21] The respondent relied on the following correspondence in support of such a variation, namely;

1. an e-mail dated the 2nd of February 2017, sent by Michael to Nicole, setting out the defects in respect of the property, and advising the applicant that the amount of rental applicable to the portion which was unusable should be deducted from the rental amount and further that he should be refunded an amount in respect of the previous rental payments;
2. the reply to the above-mentioned e-mail, dated the 3rd of February 2017, where Nicole did not say anything about the respondent not being entitled to withhold rental and that because of this the applicant acquiesced to the respondent's proposal.
3. an e-mail dated the 14th of February 2017, sent by Michael to Nicole advising her that the repairs were not completed;
4. an e-mail dated the 16th of February 2017, sent by Nicole to Michael, in response to the e-mail dated the 14th of February 2017, whereby Nicole apologised for the delay and the failures on the applicant's part;
5. an e-mail dated the 25th of October 2017, sent by Michael to Nicole advising that the repairs had not yet been completed, and that he had suffered damages and that he required a refund of the previous rental payments.
6. an e-mail dated the 25th of October 2017, sent by Nicole to Michael, wherein Nicole once again apologised and which according to the respondent, acquiesced to the respondent's proposal, regarding a refund and holding over of rental. The contents of this e-mail reads as follows;

   *"Hi Michael*

   *Thanks for the e-mail – I am so embarrassed that I don't know what to say in our defence! So I will say nothing but I will act. I will send my guys today to measure your shop and the ruined area so that I can work out some sort of compensation for you and I will let them begin on the waterproofing above your shop by next week (weather permitting)."*
7. an e-mail dated the 6th of December 2017, sent by the respondent's attorneys to Nicole, advising her that rental would be paid and held in trust until such time as the repairs had been completed.
8. an e-mail dated the 14th of December 2017, sent by Nicole to the respondent's attorneys, which the respondent alleges is an agreement by Nicole to the proposal put forward in the letter dated the 6th of December 2017 that rental could be paid and held in trust.
9. a letter dated the 12th of June 2018, sent by the respondent's attorney to the applicant's attorney, where at paragraph 3 it was stated

*"3. We confirm that there has been an agreement between our clients during this dispute that our client would not be paying rental until all issues have been resolved".*

[22] Counsel relied on the *exceptio non adimpleti contractus* and argued that payment of rental is reciprocal to occupation of the property, and if the respondent did not have full occupation of the property, it was entitled not to pay rent and that accordingly the respondent had not breached the lease agreement.

[23] As additional defences, counsel referred me to the provisions of estoppel and public policy.

[24] As regards estoppel, counsel argued that the applicant is precluded or estopped from denying the truth of a representation previously made and that the applicant cannot subsequently rely on the provisions of the lease agreement, contrary to the representation made. Counsel contended that the applicant represented to the respondent that the latter could pay the rental owing into the trust account of the respondent's attorney, until such time as the repairs had been completed. Counsel argued that the respondent acted on the strength of this representation, to its prejudice, as the applicant now relies on this as a breach justifying the cancellation of the lease agreement.

[25] As regards public policy, counsel contended that if the operation of the clauses of a lease agreement are so manifestly unreasonable, that it offends public policy, then they are voidable on the ground of unfairness. Counsel argued that the non-variation clause in the lease agreement offends public policy.

[26] Counsel contended that notwithstanding the issues surrounding variation, the *exceptio non adimpleti contractus*, estoppel and public policy, the applicant's claim must fail as the quantum relied upon by the applicant is incorrect and disputed. Counsel contended the applicant has presented no evidence to show how the alleged reasonable monthly rental is arrived at. The fact that this amount was listed in the lease agreement is of no consequence, as the lease agreement related to the entire premises being free of defect. Counsel argued that further evidence is required as regards what "*reasonable market related rental*" is. Counsel argued if there was an expert report, the court could decide on the issue of quantum, however, due to the absence of an expert report, this amount was not speedily and promptly ascertainable. In addition, counsel contended

that the applicant has put forth no evidence in support of the claim for damages for holding over, and that such claim requires oral evidence. Accordingly counsel argued the application should be dismissed with costs.

**EVALUATION**

**Variation**

[27] According to the case of *SA Sentrale Ko-op Graanmaatskappy Bpk v Shifren en ander* 1946 (4) SA 760 (A), a Shifren clause is valid and binding. In order to deal with the questions raised in this matter, certain clauses of the lease agreement require closer scrutiny.

[28] Clause 8.2 of the lease agreement states;

"*The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.*"

Clause 15.1 states;

"*the Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the lessor by reason directly or indirectly of, 15.1.1, a breach by the Lessor of any of its obligations under this lease; 15.1.2, any act or omission of the Lessor or any agent or servant of, or contractor to, the Lessor, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the aforegoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or caretaker; 15.1.3, the condition or state of repair at anytime of the property the Building, or any part of the Property or the building*"

Clause 23.1 states;

"*This is the entire agreement between the parties. Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this agreement as warranties or undertakings. No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.*"

Clause 24.1 states;

*"Neither party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to*

*any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party."*

[29] In the matter of *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) the Court succinctly set out the situation regarding the interpretation of documents. The learned Wallis JA stated at paragraph [18];

"[18] ...Interpretation is the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the documents as a whole and the circumstances attendant upon its coming into existence. What the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax, the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective, not subjective. A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document. Judges must be alert to, and guard against the temptation to substitute what they regard as reasonable, sensible or businesslike for the words actually used. To do so in regard to a statute or statutory instrument is to cross the divide between interpretation and legislation. In a contractual context it is to make a contract for the parties other than the one they in fact made. The 'inevitable point of departure is the language of the provision itself', read in context and having regard to the purpose of the provision and the background to the preparation and production of the document."

[30] From the correspondence alluded to by both parties in paragraphs [10], [11], [12], [13], [14], [15], [16] and [21] *supra*, I am unconvinced that it changes the ambit of the clauses referred to in paragraph [28] *supra* and I find that such correspondence does not constitute a variation of the lease agreement. Such an interpretation would be unbusinesslike.

[31] The respondent's reliance on paragraph 3.4 in the letter dated the 6th of December 2017, sent by the respondent's attorneys to Nicole, advising her that rental would be paid to the trust account of the respondent's attorney, does not refer to any agreement reached between the parties to do this. Furthermore, I do not agree that the letter dated the 14th of December 2017 may be interpreted as Nicole agreeing to allow the respondent to withhold rent and pay it into the trust account of the respondent's

attorney, as Nicole did not mention that she agreed to the respondent's proposal to withhold rent indefinitely. This letter states;

"*1. We have reversed the rental for December 2017 and January 2018, as your client will not be occupying the premises, we only charged for electricity consumed.*

*2. The contractors will only begin work mid-January 2017 due to closing for the festive season. Please advise your client that the premises will only be ready for occupation on 1/2/2018."*

[32] Accordingly, I do not find that the applicant tacitly acquiesced to the respondent's request to withhold rental. As a result, payment of rental into the trust account of the respondent's attorney, rather than to the applicant's bank account, as stipulated in clause 8.1 of the lease agreement, is a material breach of clause 8.2 of agreement. Furthermore, clause 24 of the lease agreement is a "non-waiver" clause. This means clause 8.2 of the lease agreement is incapable of being varied.

[33] In my view the respondent's reliance on section 13 (3) of ECTA is misplaced for two reasons.

1. the non-variation clause referred to in clause 24 was agreed to by both parties when the lease agreement was signed;
2. one of the aims of ECTA is "to enable and facilitate electronic communications and transactions in the public interest".

[34] As regards the first point referred to in paragraph [33] *supra*, there was no prior agreement between the parties that electronic signatures as envisaged in ECTA would be used. The emails and letters alluded to in paragraphs [10], [11], [12], [13], [14], [15] [16] and [21] do not clearly and unambiguously evince the intention of the parties that this lease agreement could be varied by electronic signatures. As regards the second point, the facts of the matter of *Spring Forest Trading v Wilberry supra*, which the respondent relied on, are distinguishable from the case *in casu*. In *Spring Forest Trading v Willberry* the e-mail clearly and unambiguously evinced an intention by the parties to cancel their agreements. There is no clear and unambiguous intention of the parties in the matter before me to vary the lease agreement. In fact such a reliance on the part of the respondent to withhold rental is unclear from the content of the e-mails, as no clear agreement was reached by the parties in this regard.

[35] All that the applicant's representative agreed to, were the issues that needed fixing. However, at no stage did it become a reciprocal duty that should the applicant fail to perform this duty that it could be met by a defence of the respondent to withhold rental. This is clearly against the provisions of clause 8.2 and 15.1 of the lease agreement.

[36] As stated in the matter of *Wynns supra*, the terms of the agreement considered as a whole, clearly had to evince the intention that there would be reciprocity. In the absence of such an intention, there would be no room for an inference to that effect. In the matter of *Wynns* the court held that clause 10 of each of the agreements indicated that there was no such reciprocity between the appellant's obligation to pay rent and CICS's obligation to perform in terms of the other two contracts.

[37] The decision of *Wynns* was followed in the matter of *De Villiers v McKay NO and Another* 2008 (4) SA 161 (SCA).

[38] The principles enunciated in *Wynns* are applicable to the matter before me.

[39] Similar to the matter of *Wynns*, clauses 8.2 and 15.1 of the lease agreement *in casu,* removes any doubt as to the parties' intention. The effect of these clauses clearly states that there is no reciprocity between the respondent's obligation to pay rent and the applicant's obligation to repair the leased premises. In addition, at the time of signing this lease agreement the parties agreed to regulate the terms of their agreement as per the clauses in the agreement. If the respondent contended that there was a breach of the lease agreement, the respondent could have cancelled it, yet the respondent failed to do this and elected to remain in the property and to use it, without paying rent.

[40] From the contents of the e-mails mentioned in paragraphs [10], [11], [12], [13], [14], [15], [16] and [21] *supra*, as well as the existing lease agreement, I find that the *exceptio non adimpleti contractus* cannot be relied upon by the respondent. The terms of the lease agreement militate against any justification advanced by the respondent to withhold rental. In terms of clause 15.2 of the lease agreement the respondent had a remedy to effect the repairs if needed and then recover the reasonable costs for doing so from the applicant. The failure to pay rent placed the respondent in breach of the lease agreement, thereby justifying the applicant to terminate the agreement.

[41] As regards the respondent's reliance on estoppel, it is for the respondent to show that the representation was clear and unequivocal and that the respondent reasonably understood it in the alleged sense and acted thereon to the respondent's detriment.

[42] I cannot find that there was a misrepresentation on the part of Nicole to Michael that he could withhold rental. In addition, the respondent has not acted to its detriment, as the respondent continued to vacate the leased property until the 25th of May 2019. Accordingly, I find the respondent has failed to prove the essential elements to rely on estoppel.

[43] As regards the respondent's reliance on issues of public policy, I equally find that this is misguided and unsustainable. In the matter of *Makate v Vodacom (Pty) Ltd* [2016] ZACC 13, the learned Jafta J at paragraph [96] stated;

"...in *Letaba Sawmills*[1] the Appellate Division held that a term to negotiate in good faith was enforceable because it contained a deadlock-breaking mechanism. In that case the parties had agreed that should consensus on outstanding matters elude them, then an arbitrator may resolve the issue"

The terms of the lease agreement *in casu* are standard terms. Nowhere in this lease agreement is there an agreement to negotiate in good faith. Accordingly, in the absence of a deadlock-breaking mechanism, I cannot find that the non-waiver clause offends public policy.

[44] As regards the quantum of this claim, it is clearly set out in paragraph 32 and 33 of the founding affidavit. In the case of *Soffiantini v Mould* 1956 (4) SA 150 (E), it was stated that a court must make "a robust, common-sense approach to a dispute on motion as otherwise the effective functioning of the court can be hamstrung and circumvented by the most simple and blatant strategem. The court must not hesitate to decide an issue of fact on affidavit merely because it may be difficult to do so. Justice can be defeated or seriously impeded and delayed by an over-fastidious approach to a dispute raised in affidavits." The amounts owing in respect to rental is a straight forward mathematical calculation. To go on trial for this reason alone would be going against the ambit of the decision of *Soffiantini v Mould*. The lease agreement clearly states that the rental from the 1st of April 2017 to the 31st of April 2018 would be R23 100-00 per month and from the 1st of April 2018 to the 31st of March 2019 the rental would be R25 410-00 per month. In so far as the respondent occupied the premises after the 31st of March 2019, the principles of tacit relocation would be applicable on the terms of the lease agreement.

[45] The applicant is seeking outstanding rental and I find that the quantum is easily ascertainable. In addition, it is common cause that as at the 15th of October 2018, R250 000-00 worth of rental monies had been paid into the trust account of the respondent's attorney. It is further a simple calculation to determine the balance of the damages from the 15th of October 2018 to the 25th of May 2019. I do not find that a dispute of fact exists in respect to quantum and it would be incorrect to refer this matter to oral evidence, especially since these amounts can be readily assessed by a simple calculation. These are liquidated damages that are speedily ascertainable. A blank denial by the respondent that such damages are owing does not mean that I should refuse to grant the relief that the applicant seeks. I find therefore that the matter of quantum can be decided on the papers before me.

[46] An applicant who seeks final relief on notice of motion must in the event of conflict, accept the version set up by the opponent unless the latter's allegations are, in the opinion of the Court, not such to raise a real, genuine or bona fide dispute of fact, or are so far-fetched or clearly are so untenable that the court is justified in rejecting them merely on the papers. (see *Plascon-Evans paints Ltd v van Riebeeck Paints (Pty) Ltd* [1984 93) SA 623 (A) at 634E-635C].

[47] The alleged dispute of fact is neither material nor relevant to the relief sought in this application. The respondent's contention that the applicant agreed to the respondent's proposition to withhold rental is so far-fetched and untenable that I am justified in rejecting it on the papers.

**COSTS**

[48] The respondent's counsel argued that should I find in favour of the applicant, that costs should be awarded on the Magistrate Court scale as the quantum falls within the Magistrate Court scales.

[49] The applicant's counsel on the other hand, argued that the application was launched as an eviction application and that there is no reason why the costs should not be granted on the High Court scale. The applicant's counsel also argued that as per the practice note, and as per the notice of motion, the claim exceeds R400 000 -00 and that costs should be granted on the High Court scale.

[50] I am in agreement that the claim exceeds R400 000-00 and that costs on the High Court scale are justified.

**ORDER**

[51] In the premises the following order is made;

1. The respondent is indebted to the applicant in the amount of R215, 298.12 (Two Hundred and Fifteen Thousand Two Hundred and Ninety Eight Rand and Twelve Cents).
2. The respondent is liable to pay the applicant R835.40 for each day that the respondent caused the applicant damages for holding over, from the 1st of September 2018 to the 25th of May 2019, being an amount of R223 051.80.
3. The respondent is to pay interest on the amounts contained in paragraphs 1 and 2 above at a rate of 9% per annum a *tempore morae*.
4. The respondent is directed to pay the costs of this application.

D DOSIO
ACTING JUDGE OF THE HIGH COURT

**Appearances:**

| | | |
|---|---|---|
| On behalf of the Plaintiff | : | Adv B.R Edwards |
| Instructed by | : | Vermaak Marshall Wellbeloved INC |
| On behalf of the Defendant | : | Adv R. Bhima |
| Instructed by | : | Swanepoel Van Zyl Attorneys |

Heard on the 4th of May 2020
Judgment handed down on 25th of May 2020

[i] Letaba Sawmills (Edms) Bpk v Majovi (Edms) Bpk [1992] ZASCA 195