

**IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)**

Case No: 16300/2015

In the matter between:

10/10/2016

I. P.

Plaintiff

and

D. P.

Defendant

(1)	REPORTABLE: YES/NO
(2)	OF INTEREST TO OTHER JUDGES: YES/NO
(3)	REVISED ✓
... 10/10/16 ...	
DATE	SIGNATURE

JUDGMENT

D S FOURIE, J:

[1] During March 2015 the plaintiff instituted action against the defendant for a decree of divorce and certain ancillary relief relating to, *inter alia*, maintenance for herself and payment of an amount equal to 50% of the difference between the net accruals of the parties' respective estates. In his plea the defendant relies on a written settlement agreement in terms whereof it has been recorded that no maintenance shall be payable by the defendant to the plaintiff and that each party will retain those movable assets currently in

his or her possession as well as those immovable assets registered in his or her name.

[2] The defendant has also filed a counterclaim in which he claims, *inter alia*, a decree of divorce incorporating the settlement agreement. In her plea to the counterclaim the plaintiff admits that on or about 17 September 2015 the parties concluded a written settlement agreement, but pleads that it was entered into under duress, alternatively as a result of undue influence by the defendant, and should therefore be set aside.

[3] At the commencement of the trial it was ordered (by agreement between the parties) that the issue to be adjudicated is the enforceability of the settlement agreement entered into between the parties and that this issue be separated from all other issues in terms of Rule 33(4). The parties have further agreed to define the main issue as follows:

- whether the plaintiff entered into the agreement as a consequence of duress by the defendant;
- whether the plaintiff entered into the agreement as a consequence of undue influence, which the defendant exercised over the plaintiff, which culminated in the parties entering into the agreement;

- whether the agreement is unenforceable as a consequence of the duress, alternatively undue influence and should be set aside; and
- whether the plaintiff is entitled to an order declaring that the agreement entered into between the parties on 17 September 2015 is unenforceable.

[4] Both parties have testified, but no witnesses were called. They both referred to various documents which will be dealt with later insofar as it may be necessary.

EVIDENCE FOR THE PLAINTIFF

[5] The plaintiff testified that she and the defendant were married to each other out of community of property on 16 October 2010. At that stage she was a flight attendant and the defendant a captain and flight commander employed by the South African Airways. According to her the defendant continued to have a relationship with his former wife as if they were still married. She sent inappropriate messages to the defendant and his former wife about this relationship. In Court she more than once referred to him as a *"bigamist"*.

[6] During August 2013 she requested the defendant to assist her with certain renovations, but he refused. This incident infuriated her as a result whereof she attempted to break through a door by using a hammer to gain

entry to a room where the defendant was. When the police arrived she ran away because she was scared of the police and did not want to be arrested. She was ultimately found and taken to the police station.

[7] During January 2014 she was instructed by the defendant to go to hospital and have herself admitted. She was then hospitalised in Denmar Psychiatric Hospital for a period of ten days. As a consequence of the diagnosis of the treating psychiatrist and medical reports submitted to her employer (South African Airways), she was declared medically unfit as cabin crew member on 28 May 2014.

[8] She then lodged an internal appeal with the support of the defendant. On 29 June 2015 she received notification from the Civil Aviation Authority of the recommendations of the appeal panel. She was considered to be "medically temporary unfit" until the finalisation of the divorce and for a period of six months thereafter to allow her time to become stable "in the post-divorce period". She was also required to submit herself to ongoing evaluations by a psychologist and a psychiatrist during this six months period. In the event that she is reinstated as cabin crew member she will probably be financially self-sufficient, but at present she is employed in a lesser position with a substantially reduced income.

[9] During January 2015 the defendant was on holiday whilst the plaintiff was at home. One evening she went onto Facebook and saw a photograph of the defendant and his former wife somewhere in Mozambique.

This caused her to become very sad and depressed. She started to drink and became upset. She then took red spray paint and painted the name of the defendant's former wife "on all the outside walls". She admitted that she had made a mess. Later she attempted to undo what she had done but was not able to do so completely. When the defendant returned from Mozambique he was extremely upset and she was afraid that he might phone the police again. Later during January 2015 the defendant informed her that he wanted to divorce her, that she will get nothing and that he will see to it that she "is prosecuted and locked up".

[10] Towards the end of January 2015 the defendant gave her a copy of a settlement agreement (exhibit "B" p 27) which he requested her to sign. As she did not comply with his request, he phoned her the following day and informed her that he was going to lay criminal charges against her for malicious damage to property and that he was also going "to lay civil charges" against her. Shortly thereafter she received a telephone call from the Garsfontein Police Station during which she was informed that the defendant had laid criminal charges against her. She then instructed her attorney to write a letter to the defendant's attorney (exhibit "B" p 34) which is dated 16 February 2015. In this letter it was put on record that the defendant had threatened the plaintiff that should she not sign the settlement agreement, the defendant would proceed to lay criminal charges for attempted murder and malicious damage to property and also ensure that

she would no longer be employed by the South African Airways. The following is stated in paragraph 5 of the letter:

"Please advise your client that the aforementioned conduct is against the law and will not be tolerated by my client. Should your client persist with this conduct my client will act without notice and/or delay."

[11] On 23 February 2015 the defendant's attorney wrote to the plaintiff's attorney informing him that summons will be issued and requested the plaintiff to put forward a settlement proposal. No answer was given to the alleged threats referred to in the letter of 16 February 2015. On 27 February 2015 the plaintiff's attorney again wrote to the defendant's attorney pointing out that he has failed to deal with the allegations in the letter of 16 February 2015. In addition thereto, the following was said in paragraph 4 of the letter:

"It is clear from a reading of my previous letter and your letter under reply that your client is intent on proceeding with criminal charges, so as to gain an advantage in the divorce proceedings. My client will deal with this matter and the issue of the charges in the appropriate forum and in that regard arrangements have already been made."

[12] The witness then referred to documents pertaining to domestic violence proceedings which had been instituted against her by the defendant (exhibit "B" p 46). She testified that on the day in question (23 July 2015) she went to Court without her attorney and requested the Magistrate to postpone

the case because she needed her lawyer to be present. Up until then nothing came of the alleged threat to lay criminal charges against her. On 31 August 2015 the plaintiff's answering affidavit to the application for a protection order was filed. In this affidavit (19 pages) she *inter alia* said the following:

- She and the defendant are involved in divorce proceedings;
- The defendant had informed her that if she were to sign an agreement whereby she renounced all her rights to share in the accrual system they would be able to continue to live together and lead a normal life. According to her she was the victim of ongoing psychological abuse and manipulation;
- She also referred to their intimate private life which is not necessary to repeat here.

[13] On 16 September 2015 at 08h41 she received a telephone call from the defendant. This conversation was recorded by the plaintiff and by agreement between the parties a true transcript thereof has been made available (exhibit "B" p 143). Referring to this telephonic discussion, the plaintiff testified that she was threatened again by the defendant, to such an extent that she was "ripped with fear". She testified that during this telephonic discussion the defendant had threatened her. She then capitulated and informed the defendant that she would sign the settlement agreement. She travelled to Rosebank in an attempt to consult with her

attorney. He was not available and she then travelled to Pretoria to sign the settlement agreement at the offices of the defendant's attorneys.

[14] She was taken to a room where the agreement was already on the table. She was crying and attempted to delay the signing of the agreement. She was then informed of the contents of the agreement and was invited by the defendant's attorney to contact her attorney before signing the agreement. According to her she then, as a result of the defendant's threats and the fear that such threats invoked in her, signed the agreement on 16 September 2015. The defendant then withdrew the domestic violence proceedings on the same date.

[15] After she had signed the agreement and upon leaving the offices of the defendant's attorneys she went to Wonderboom Airport. The defendant was also there working on his aircraft. According to her she could not go back to work "because the day was gone now ... (and) I was nervous I could not go back to work in such a state". Later she admitted that she also had lunch with the defendant.

[16] In cross-examination she admitted that at some stage during 2012 she also vandalised the defendant's BMW motorcycle whilst she was totally sober. According to her it was as a result of the fact that the defendant's son had denied her access into the house. She then thought to herself "if he wants to treat me like a child I will act like a child". According to her she took a sharp object and scratched the fuel tank of the motorcycle.

[17] She also conceded that nothing is said about any threats which had been made by the defendant in her answering affidavit to the domestic violence application. According to her she did not think that it was necessary to refer to these threats, because there were so many other things that she had to deal with. She then said the following:

"By now I had a lawyer I did not think he was going to kill me so I did not mention it because I thought I have got a lawyer, I have got some protection now."

[18] It was then put to her that not only did she have to contend with her husband who was withdrawing from her, but also that she had lost her ability to fly because of her suspension. This she admitted and also added that she was devastated because she could no longer fly. Later during cross-examination it was pertinently put to her that she had signed the settlement agreement out of her own free will because she wanted to fly again and not because of any duress, fear or having been influenced by the defendant. She then gave a very long answer, the gist of which is the following:

"It is correct that I wanted to carry on with my life, because the way that I felt is like I was dead and you yourself said, in that five conversations, there is not a lot of time now ... I sound quite dead, because I felt dead and even if the defendant did not say to me go and sign the papers, he had undue influence over me and he not only had undue influence over me, and I am in this position where I am already his subordinate and we are working in an environment

where he is the commander and I am the flight attendant. I obey his rules. ..."

EVIDENCE FOR THE DEFENDANT

[19] The defendant testified that he was a senior captain employed by the South African Airways, but at present he is not employed in that capacity due to illness. He also testified that the plaintiff had vandalised his property. According to him he had to protect himself against the plaintiff and that is why the police was informed about her conduct. He and his former wife had no personal relationship, although he did have contact with her from time to time. He admitted that his former wife had accompanied him and their children to Mozambique, but that was to allow her time with their children.

[20] With regard to the settlement agreement he testified that it was prepared by his attorney. At some stage thereafter he and the plaintiff went to lunch to discuss a possible solution. There was a lot of tension between them and he suggested to her that they should get divorced "and see if we cannot get you back in the flying". She then indicated that she will sign it. However, back at home she was using "disgusting words" and refused to sign the agreement.

[21] On 30 January 2015 he went to her place of work to fetch the agreement. According to him she had taken it with her to sign and he went there to pick it up. She was nowhere to be found and after a while he was

informed that she did not want to see him. He was then referred to the letter of the plaintiff's attorney addressed to his attorney dated 16 February 2015 (exhibit "B" p 34). He testified that he still loved the plaintiff and that he would never threaten or force her to do anything. He also said he would never "threaten her job" and that there is no evidence that he has "ever put my foot wrong one day at SAA for her".

[22] He was then referred to the interim protection application. He testified that at that stage he was in a very weak position as far as his health was concerned. She had, according to him, informed him on more than one occasion that she could kill him and would get away with it because she was bipolar. She was driving him and his family "absolutely mad and I realised that I had to do something". He then decided to apply for an interim protection order to protect himself and his family. He was given a copy of the plaintiff's answering affidavit to his application. According to him he was very angry about this affidavit. Later he decided to contact her about the situation.

[23] On the morning of 16 September 2015 he had a telephonic discussion with the plaintiff. He felt very hurt over the contents revealed in the affidavit. He said he is a private person and was very emotional about it. He pointed out that the plaintiff was disclosing their sex life and she had abused his love for her by putting it "on a washing line". He had a feeling of being betrayed.

[24] Later during that day, whilst he was working on his aircraft at the Wonderboom Airport, he received a telephone call from the plaintiff. She informed him that that she had signed the agreement and that she was on her way to Wonderboom Airport. When she arrived he noticed that she was in a good mood and he introduced her to the other people present. They then had lunch and a few beers together. They celebrated the fact that they had got to a point where the issues in their lives have been dissolved. He signed the agreement on the 1th of September 2015.

[25] In cross-examination he explained that he fully understands her loss by not being able to fly as he is in the same situation. He conceded that if she was able to fly again she would be able to increase her income. He admitted that at some stage he suggested to her that she should seek help for her alcohol problem. That was after he had realised that "alcohol was taking over her life". He conceded that the plaintiff was suffering from emotional problems, psychological problems as well as problems relating to alcohol abuse.

[26] He was then referred to the letter dated 16 February 2015 addressed to his attorney. With regard to the threats mentioned therein, he conceded that "some of these things that I can recall that I might have said to her". According to him he never intended to take any action against the plaintiff and she was aware of it. He denied the allegation that he would contact Dr Potgieter to testify against the plaintiff at a trial. He conceded that he had laid charges against the plaintiff for malicious damage to property.

[27] He was then cross-examined about the telephonic discussion which he and the plaintiff had on 16 September 2015. With regard to his initial remark that "dit gaan nog baie slegter gaan met jou", his answer was that he was just informing her, without threatening her. He later conceded that this remark could have been misconstrued by the plaintiff as a threat. With regard to the criminal charges he explained that prosecution had been delayed by him. It was then put to him that the plaintiff capitulated completely when she said "ek wil die goed gaan teken". His response was "tell me where that is" whereafter he also added "but if you read further on I said to her I want you still to do the right thing".

DISCUSSION

[28] Before considering the issues, it is not only appropriate but also necessary to say something about the credibility and reliability of the parties. Counsel for the plaintiff criticised the defendant by referring to contradictions in his evidence and submitted that he was not an honest and forthright witness. An assessment of the credibility and reliability of a witness has to take into account the general context, the witness' intelligence, memory and the ability to express him- or herself properly. It is a well-known fact that sometimes witnesses do make mistakes and even contradict themselves. One should therefore distinguish between *bona fide* errors and intentional untruths. I have had the opportunity to observe the demeanour of both the plaintiff and the defendant and to listen carefully to their evidence. They are both intelligent and well-articulated. Although sometimes the plaintiff was not

able to contain her emotions, she was thereafter able to proceed and to give evidence as before. She did not always answer succinctly and to the point, but she was able to express herself properly. The defendant, on the other hand, was able to contain himself. He did make mistakes and sometimes contradicted himself, but I have to take into account that some of the incidents took place during 2014 and early 2015. Notwithstanding my observations in this regard, I did not get the impression that the plaintiff or the defendant intentionally tried to mislead the Court or knowingly told an untruth. It is possible that their evidence with regard to some incidents is not so reliable, but I have no reason to conclude that they were untruthful. This is a matter that should be decided on the evidence and the probabilities.

DURESS

[29] I shall first consider the issue whether the plaintiff entered into the agreement as a consequence of duress by the defendant. It is trite that a contract entered into under duress may be voided by the innocent party. The party relying on duress must prove:

- a threat of considerable evil to the person concerned;
- that the fear was reasonable;
- that the threat was of an imminent or inevitable evil and induced fear;

- that the threat or intimidation was unlawful or *contra bonos mores*; and
- that the contract was concluded as a result of the duress

(*Arend v Astra Furnishers (Pty) Ltd* 1974 (1) SA 298 (C) at 3068).

[30] It was contended on behalf of the plaintiff that she had been able to prove all the requirements referred to above, taking into account, *inter alia*, the background facts, her personal circumstances and the threats of criminal prosecution as well as the delivering of medical evidence to her employer. It was also submitted that as a consequence of these threats and the plaintiff's fear that the agreement was entered into resulting in her waiving her claim for maintenance and to share in the accrual of assets. It was argued on behalf of the defendant that the plaintiff has failed to discharge the onus. It was submitted that the plaintiff signed the agreement, not out of fear, but because she wanted to carry on with her life.

[31] In *Sawides v Sawides* 1986 (2) SA 325 (T) Myburgh AJ (as he then was) assessed the subjective effect which a husband's threat not to return home had on a loving wife who signed a power of attorney for the transfer of immovable property when she was financially vulnerable and concerned about the future of their children. The Court held (at 331H) that she had signed the power of attorney under duress. This decision potentially opened the door to a successful reliance on duress under circumstances

where the duress (although subjectively reasonable) may be objectively speaking, unreasonable.

[32] In *Paragon Business Forms (Pty) Ltd v Du Preez* 1994 (1) SA 434 (SE) at 441D-G it was emphasised that the Court should have regard to the person complaining of the duress and the circumstances in which he found himself at the time and then decide, in the light of all the relevant factors, whether it was reasonable for the person concerned to have suffered fear and to have succumbed thereto. This is also the approach suggested by Christie, *The Law of Contract in South Africa* (6th Ed at 315):

"The point is that every person who complains of duress is entitled to be seen as the sort of person he or she is, but to prevent the remedy getting out of hand he is not entitled to resign from the contract if he claims to have succumbed to the fear that would be unreasonable even for the sort of person he is".

[33] I associate myself with this approach. What is the objective evidence in this regard? During 2012 she vandalised the defendant's BMW motorcycle whilst she was totally sober. According to her it was as a result of the fact that the defendant's son had denied her access into the house. During August 2013 she requested the defendant to assist her with certain renovations, but he refused. This incident infuriated her as a result whereof she attempted to break through a door by using a hammer. When the police arrived she ran away but was ultimately found and taken to the police station. Notwithstanding this incident and her subsequent confrontation with the

police, during January 2015 she vandalised the defendant's house with red paint "on all the outside walls". This happened after she had seen a photograph of the defendant and his former wife on Facebook whereafter she started to drink and became upset. Shortly thereafter the defendant laid charges against the plaintiff for malicious damage to property.

[34] Towards the end of January 2015 the defendant gave her a copy of a settlement agreement which he requested her to sign. Shortly thereafter she received a telephone call from the Garsfontein Police Station during which she was informed that the defendant had laid criminal charges against her. She then instructed her attorney to write a letter to the defendant's attorney (exhibit "B", p 34) which is dated 16 February 2015. In this letter it was put on record that the defendant had threatened the plaintiff that if she did not sign the settlement agreement, the defendant would proceed to lay criminal charges for attempted murder and also to ensure that she would no longer be employed by the South African Airways. Notwithstanding her being aware that the defendant had already laid criminal charges against her, she did not sign the agreement. As a matter of fact she instructed her attorney to respond to the other alleged threats by putting on record that this conduct is against the law "and will not be tolerated by my client".

[35] She was declared medically unfit as a cabin crew member on 28 May 2014. During June 2015 she received notification from the Civil Aviation Authority of the recommendations of the Appeal Panel subsequent to her appeal. She was considered to be "medically temporary unfit" until the

finalisation of the divorce and for a period of six months thereafter to allow her time to become stable "in the post-divorce period". This notification made it possible for the plaintiff (subject to certain conditions) to be reinstated as a cabin crew member in future in which event she would probably be financially self-sufficient.

[36] On 23 June 2015 the defendant applied to the Magistrate's Court for an interim protection order against the plaintiff. The matter was set down for hearing on 23 July 2015. On that day she went to Court without her attorney and requested the Magistrate to postpone the case because she needed her lawyer to be present. On 31st August 2015 her answering affidavit to this application was filed. In this affidavit she did not refer to any of the alleged threats, but she did indicate that she was a victim of ongoing psychological abuse and manipulation. However, reference was made to their intimate private life. It is common cause that at this stage the settlement agreement had been presented to her on two occasions for signature and on both occasions she had refused to sign it.

[37] During the morning of 16 September 2015 the plaintiff received a telephone call from the defendant. This conversation was recorded by the plaintiff and a true transcript thereof has been made available (exhibit "B", p 143). Much reliance was placed on the contents of this exhibit. In cross-examination it was put to the defendant that the plaintiff capitulated completely when she said "ek wil die goed gaan teken". However, when this remark is considered in context, the following should be pointed out:

- Right at the beginning of this conversation, before anything was put to the plaintiff, she indicated "dit gaan sleg". Immediately thereafter the defendant said "Dit gaan nog baie slegter gaan met jou";
- When asked "Why", the defendant immediately referred to her answering affidavit in his application for a protection order. He criticised her for having discussed their sex life and accused her of lying continuously;
- He then referred to his own conduct by saying that "I kept my mouth shut about Dr Matthee ... I kept my mouth shut about what you did to my house ... I held back for you ... I am finished with you ... You have never trusted me";
- Whilst he was still talking she then interrupted him by saying: "Ag luister hier. Ek wil hierdie egskeiding verby kry. Wanneer kan ek die goed gaan teken? Ek wil die goed gaan teken.";
- It was only thereafter that he indicated that he would get an interdict, that she will then have a criminal record, "ek gaan jou op die lappe sit" and that he would now destroy her.

[38] Later that morning she travelled to Rosebank to consult with her attorney. He was not available and she then travelled to Pretoria to sign the settlement agreement at the offices of the defendant's attorney. There she

was invited by the defendant's attorney to contact her attorney before signing the agreement. After she had signed the agreement she travelled to Wonderboom Airport where the defendant was. There they had lunch and a few beers together.

[39] In cross-examination she conceded that nothing was said about any threats in her answering affidavit. According to her she did not think that it was necessary to refer to these threats. She then said the following:

"By now I had a lawyer I did not think he was going to kill me so I did not mention it because I thought I have got a lawyer, I have got some protection now".

[40] Later in cross-examination she admitted that she also was devastated because she could no longer fly. When it was put to her that she had signed the settlement agreement out of her own free will because she wanted to fly again and not because of any duress, she did not deny these allegations. As a matter of fact she responded by saying "It is correct that I wanted to carry on with my life" and that even if the defendant did not say to her that she must sign the papers he still had "undue influence over me ... where he is the commander and I am the flight attendant".

[41] Having regard to this evidence and the objective facts it seems to me that these threats to contact Dr Potgieter, to ensure that she will lose her employment and to lay criminal charges against the plaintiff were neither imminent, nor did they induce a reasonable fear which caused the plaintiff to

sign the settlement agreement. I say so for the following reasons: First, on the plaintiff's own version these threats were made during January/February 2015 whereas the agreement was only signed by her almost six months later on 16 September 2015. Second, after she had been threatened, she knew exactly what to do. She went to see her attorney and instructed him to write a letter concerning these threats. Such a letter was written on 16 February 2015 pointing out that this conduct (the threats) is against the law and will not be tolerated by the plaintiff. Third, after the defendant had filed an application for a protection order on 23 June 2015, the defendant attended the proceedings without legal representation and requested a postponement to obtain the services of an attorney. Again, she knew what to do and with reference to another more serious threat (to kill her), she was quite happy to respond that "I have got some protection now". Finally, the plaintiff almost conceded (by not denying) that she had signed the settlement agreement out of her own free will because she wanted to carry on with her life.

[42] It is very difficult to reconcile this evidence and the objective facts with a plea of duress. I am not convinced that the plaintiff proved that there was a threat of an imminent or inevitable evil which caused her to sign the settlement agreement. She had been living under these circumstances for at least six months and she knew exactly how to deal with it. I therefore conclude that the onus with regard to duress has not been discharged.

UNDUE INFLUENCE

[43] It was contended, in the alternative, that the agreement was entered into as a consequence of undue influence by the defendant. It was argued *inter alia*, that the defendant had substantial power in the plaintiff's place of employment as a consequence of his position as senior captain and her position as a flight attendant. Ultimately, it was argued, the plaintiff's resistance to the defendant's influence was diminished of dire consequences should she fail to comply with the defendant's demands or wishes. Counsel for the defendant submitted that the plaintiff failed to present any evidence which may support a conclusion that she had signed the agreement as a result of the defendant's undue influence.

[44] A party wishing to rely on undue influence must prove that:

- the other party had influence over him or her;
- the influence weakened his or her resistance;
- the other party used his influence unscrupulously towards the innocent party;
- the transaction which was concluded, is prejudicial; and
- exercising a normal and free will, the innocent party would not have entered into the *jural* act or transaction.


(Preller v Jordaan 1956 (1) SA 483 (A) at 492 H.)

[45] The evidence and objective facts referred to and discussed in paragraphs 33 to 41 above also apply here, but need not be repeated. In addition thereto, the following should be taken into account. The fact that a special relationship of flight commander and flight attendant existed between the parties does not in itself create any presumption of undue influence (*Miller v Muller* 1965 (4) SA 458 (C) at 463 C-F). On the contrary, the evidence and objective facts clearly indicate the opposite. On more than one occasion she vandalised the defendant's property and she also did not hesitate to refer in her answering affidavit to their intimate private life. This is not the picture of a woman who was so weakened by the influence of her husband that she agreed to sign a settlement agreement. She had already refused to sign on two previous occasions and was resisting the defendant over a period of at least six months. Moreover, her remark during the telephonic discussion on 16 September 2015, when she said "ag luister hier ek wil hierdie egskeiding verbykry, wanneer kan ek die goed gaan teken?" is to a large extent an objective indication that she independently decided to sign the settlement agreement out of her own free will. Having regard to all these considerations, I have to conclude that the plaintiff was unable to prove undue influence.

ORDER

In the result I make the following order:

1. It is declared that the settlement agreement entered into between the parties on 17 September 2015 is valid and binding;
2. The plaintiff shall pay the defendant's party and party costs in respect of consultation and preparation for trial on 13 June 2016 and the appearances on 13, 14, 15 and 17 June 2016.



D S OURIE
JUDGE OF THE HIGH COURT
PRETORIA

Date: 10 October 2016