



**IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL DIVISION, PIETERMARITZBURG**

CASE NO: 2838/2019P

In the matter between:

**VICTORIA COUNTRY CLUB ESTATE
MASTER HOMEOWNERS ASSOCIATION NPC**

APPLICANT

and

DUNCAN GOOSEN

FIRST RESPONDENT

OVLAND TRUST (PTY) LTD

SECOND RESPONDENT

**DUNCAN NEIL GOOSEN N.O.
RESPONDENT**

THIRD

**COLIN ALBERT GOOSEN N.O.
RESPONDENT**

FOURTH

**MICHAEL ARTHUR BLORE N.O.
RESPONDENT**

FIFTH

**THE MEMBER OF THE EXECUTIVE
COMMITTEE FOR ECONOMIC DEVELOPMENT,
TOURISM AND ENVIRONMENTAL AFFAIRS FOR
THE PROVINCE OF KWAZULU-NATAL**

SIXTH RESPONDENT

**MSUNDUZI MUNICIPALITY
RESPONDENT**

SEVENTH

VICTORIA COUNTRY CLUB

EIGHTH RESPONDENT

O R D E R

The following order shall issue:

1. The first, third, fourth and fifth respondents are interdicted and restrained from:
 - 1.1 Commencing or continuing, or causing to be commenced or continued, construction activity of any form on Erf 9293, save in accordance with the building plans approved by the applicant's Architectural Design Committee and the seventh respondent.
 - 1.2 Commencing or continuing, or causing to be commenced or continued, construction activity of any form on Erf 9293 which contravenes any of the applicant's rules or any notice issued by the applicant based on the applicant's rules.
 - 1.3 Commencing or continuing, or causing to be commenced or continued, construction activity of any form on Erf 9293 which contravenes the Pietermaritzburg Town Planning Scheme and/or any applicable below.
2. The first, third, fourth and fifth respondents are directed, jointly and severally, to:
 - 2.1 Remove all of the soil and fill material on Erf 9293.
 - 2.2 Remove any soil or fill material as remains on the property of the Victoria Country Club Golf Course.
 - 2.3 Restore Erf 9293 into the condition which prevailed relative thereto as at the date of the handover of that site to them (10 May 2018), alternatively, to a condition that is in compliance with the terms, conditions, formalities and requirements in the applicant's rules and/or any notice issued by the applicant under the applicant's rules and consistent with the building plans approved by the applicant and the seventh respondent in respect of Erf 9293.

- 2.4 Remove any encroachment, obstruction or interference of whatsoever nature upon the property of the Victoria Country Club and the golf course.
- 2.5 Take all steps necessary to remove any non-compliance with the Town Planning Scheme and/or any applicable legislation.
- 2.6 Rectify any:
- 2.6.1 Interference with the drainage feature and/or water flow upon the Victoria Country Club Estate, in conjunction with an Environmental Assessment Practitioner employed by the applicant and to the satisfaction of the sixth respondent.
- 2.6.2 Contravention of the environmental legislation occasioned by their activity on Erf 9293 and/or remove any conditions which threaten the environment in respect of their activity on Erf 9293.
3. The first, third, fourth and fifth respondents are directed to bear the costs of this application, jointly and severally, on an attorney and client scale.

J U D G M E N T

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Introduction

[1] The applicant seeks an order consisting of three parts. First, it seeks a declaratory relief as to the obligations of its members and/or contractors to comply

with the applicant's rules. Second, it seeks interdictory relief preventing the respondents from commencing or continuing, or causing to be commenced or continued, construction activity of any form on the property, save in accordance with the building plans approved by the applicant's Architectural Design Committee and the Msunduzi Municipality.

[2] And, third, it seeks the relief aimed at the removal of imported soil and/or fill material from its property, and demolition of existing structures encroaching on its property to:

- (a) restore the property into the condition which prevailed relative thereto as at the date of the handover of the property to them on 10 May 2018, alternatively, to a condition that is in compliance with the terms, conditions, formalities and requirements in the applicant's rules and/or any notice issued by the applicant under the applicant's rules and consistent with the building plans approved by the applicant and the Msunduzi Municipality in respect of the property; and
- (b) remove any encroachment, obstruction or interference of whatsoever nature upon the property of the Club and the golf course.

And, to rectify any:

- (a) interference with the drainage feature and/or water flow upon the Estate, in conjunction with an Environmental Assessment Practitioner employed by the applicant and to the satisfaction of the Department for Economic Development, Tourism and Environmental Affairs KZN; and
- (b) contraventions of the environmental legislation occasioned by their activity on the property and/or remove any conditions which threaten the environment in respect of their activity on the property.

It also seeks an order for costs of the application against the respondents on the scale as between attorney and own client.

[3] The first, third, fourth and fifth respondents are opposing the application. I shall collectively refer to these respondents as the respondents. With regard to the second respondent Mr Goosen has deposed that he has engaged the Ovland Trust as the building contractor to attend to the erection of the house on the property. In their answering affidavit deposed to by Mr Goosen, the respondents assert that the

second respondent has no involvement either with ownership of the property or with the construction of the house. Hence, no reason exists for the second respondent to be cited as a party in these proceedings. This explanation has been accepted by the applicant. The sixth respondent (the Department), the seventh respondent (Msunduzi Municipality) and eighth respondent (the Club) have not participated in these proceedings and have been joined merely because of their interest in the matter and no relief is sought against them. The Club has filed notice to abide decision of the court.

[4] The Club was established through the amalgamation of the Victoria Club and the Maritzburg Country Club in 1997. The merged club was named the Victoria Country Club and has continued to operate on the premises of the previous Maritzburg Country Club. In 2004 the Club concluded an agreement for a residential development adjoining its property which has been named the Victoria Country Club Estate (the Estate). The Estate integrates the Victoria Country Club Golf Course and Golf Club, the Queen Elizabeth Park Nature Reserve, the residential and office park developments, all of which are located and contained within an outer perimeter security fence but internally accessible to each other.

[5] The Club and Ezemvelo KZN Wildlife (Ezemvelo) have a joint management structure in place in respect of conservation and environmental aspects. The Estate is contiguous to a timber plantation and residential suburbs of Montrose and Oak Park and is located in an environmentally sensitive area.¹ In 2005 the Victoria Country Club Master Homeowners Association NPC (the applicant) was formed as a non-profit organisation to administer the Estate for the benefit of its owners and residents. The applicant is managed and controlled by its board of directors.

[6] By a special resolution of the members passed on 27 February 2018 the applicant amended its existing memorandum and articles of association by replacing those documents in their entirety with the memorandum of incorporation (the MOI) which forms annexure 'PB2' to the founding affidavit. Clause 7 of the MOI provides that every registered owner of a unit or interest in a unit on the Estate is the member

¹ Sourced from the website of the Victoria Country Club.

of the applicant. A unit is defined in clause 3.2.33 as 'a commercial erf, or residential erf, or a sectional title unit, or a share in a share block company within the Estate'.

[7] Clause 63 of the MOI deals with the establishment and powers of the Architectural Review Committee (the ARC). It provides, inter alia, that the ARC shall consider and approve building plans in accordance with the applicable by-laws and the Estate Architectural Guidelines and empowers it to impose other rules as may be required to give effect to its powers and duties. The Architectural Design Guidelines applicable in this case were made in September 2016. The Architectural Design Guidelines specifically provide under the 'Project Philosophy' that its content will be enforced by the applicant and the ARC appointed by the applicant. Clause 64.2 of the MOI provides that no building operations may be carried out (a) except in accordance with a plan approved by the ARC, and (b) unless all statutory regulations have been complied with.

[8] Clause 3 of the Architectural Designs Guidelines deals specifically with the foundation design process. Clause 3.1 thereof records, inter alia, that the Estate is established on terrain which varies considerably in soil and founding conditions, however, geotechnical investigations carried out by the developer to date have shown that the foundation conditions at the Estate are generally poor, with normal conditions in limited areas. Clause 3.2 records, inter alia, that it is not possible to stipulate the best foundation solution for each plot on the Estate. The design of suitable foundations needs to consider both the ground conditions of the particular building site and the structural layout of the house. It must be noted that due to the generally expected poor founding conditions, damage to the house structure during its lifetime may be avoided or minimised only if adequate foundation design is applied. Clause 3.3 imposes specific obligations on property owners with reference to the foundation designed process. It requires:

- (a) the appointment of a geotechnical engineering consultancy to conduct a plot-specific geotechnical investigation;
- (b) for the information from that investigation to be evaluated by a geotechnical engineer who must prepare a report giving foundation design recommendations to a registered structural engineer;

- (c) for a registered structural engineer to design the foundation accordingly and to sign-off on the foundation design details shown in the final working drawings;
- (d) for the design of retaining walls, cuts and fills and drainage/water control on the property to be addressed in the scope of the appointment of the structural engineer performing the foundation design; and
- (e) that the storm water run-off and water management on the site must be managed as recommended by the appointed engineers.

[9] Clause 69 of the MOI empowers the board in terms of s 15(3) of the Companies Act² to make such rules as it in its discretion considers appropriate. The applicant's rules are binding on all members and on any person who enters the Estate with the authority of a member. The applicant made rules of conduct in respect of contractors on the Estate which are binding, which form part of any building contract concluded in respect of any property on the Estate.³ The owner and the contractor are bound to these rules. The applicant has also formulated an Environmental Management Plan (the EMP) in conjunction with Ezemvelo which is designed to protect fauna and flora and the environmental characteristics of the Estate.⁴ All the owners and the residents are obliged to comply with the provisions of the EMP.

[10] Clause 4.5 of the Architectural Designs Guidelines provides that the Building Performance Agreement (the BPA) is an obligatory agreement which must be signed by the property owner, the building contractor, and the representative of the applicant. The agreement will be enforced by the applicant in order to administer the Building Performance Agreement Terms and Conditions and Design Guidelines, and to carry out all duties and responsibilities assigned to it. Clause 5.1 thereof provides that the construction of building, site works and services shall be carried out in compliance with the latest revision of the Building Performance Agreement Terms and Conditions. Clause 5.3 provides that before construction can commence the building contractor must apply and obtain the Estate site handover certificate. The

² 71 of 2008.

³ Most recent rules of conduct are dated August 2017.

⁴ Most recent Environmental Management Plan is dated October 2015.

BPA applies to all builders, subcontractors, labour and material supplies who are contracted to work on the Estate. Clause 2.5 of the BPA records that the purpose of the BPA is to maintain a degree of uniformity in the development of the Estate to ensure quality control in the building process, to ensure compliance relevant local and national by-laws legislation, to ensure compliance with the Estate rules and procedures as amended by the applicant from time to time and to ensure that the building process is undertaken in a manner that is least disruptive to the Estate and other property owners. Clause 4.1 of the BPA provides that no construction activities shall commence on any site until building plans have been approved by both the ARC and the Msunduzi Municipality. Clause 4.3 of the BPA provides that the contractor undertakes to carry out all building and construction work in accordance with the approved plans. It also provides that any variation from the approved plans must be approved by the ARC prior to the construction of any such deviation. Clause 4.4 of the BPA provides that all building work must comply with any applicable statutory regulations. Clause 4.5 of the BPA provides that the contractor shall also be required to comply with all Estate rules, and that it is the contractor's responsibility to acquaint itself with such Estate rules prior to commencement of construction.

Sale agreement

[11] On 10 March 2017 Mr Duncan Neil Goosen (Mr Goosen) purchased the immovable property described as Erf 9293, Pietermaritzburg, Registration Division FT, Province of KwaZulu-Natal, in extent 1807 square metres, Victoria Country Club Estate (the property) from Riel Associates (Proprietary) Limited (the developer). On 5 February 2018 the property was registered into his name. By virtue of clause 8.1 of the MOI, Mr Goosen remains a member of the applicant. The property is V-shaped, the high point on the northern boundary sloping down some nine vertical metres to the lowest point from where it again rises approximately six vertical metres to the southern boundary. Water artificially collected upslope from the property traverses the centre portion of the property.

[12] Clause 12.3 of the sale agreement expressly imposes obligations on Mr Goosen and also binds him to the MOI and any rules issued by the board of directors

from time to time. In terms of clause 15 of the sale agreement Mr Goosen accepted and agreed that when building on the property, he would comply with (a) the Estate Architectural Guide Lines, (b) the booklet entitled “the Indigenous Gardens of Victoria Country Club Estate” (the landscaping guidelines) and the BPA, as amended from time to time. In terms of clause 16 thereof, he specifically agreed that he would commence building once the plans have been approved by the ARC and the Msunduzi Municipality. He accepted that the architects authorised to design houses on the Estate are limited to those approved by the applicant and that the list of accredited architects was provided to him.

[13] Clause 22 recorded that the Estate is located in an area which displays variable soil and founding conditions and, in order to design appropriately, it is necessary to comply with the steps set out in para 3 of the Estate Architectural Guidelines which include conducting a site specific geotech and foundation designed by a suitably qualified service provider. It is common cause that Mr Goosen specifically recorded that he understood and accepted that the terrain of the Estate requires that special measures be taken when building foundations on his property. Clause 37 of the sale agreement contained a special condition requiring the written approval of the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs (the Department) and relevant government and local authorities (Msunduzi Municipality) together with the applicant for a residential dwelling to be built on site in extent of a minimum of 600 square metres.

Background

[14] The issues arising in this application will be better understood against the background that follows. On registration of transfer into his name, Mr Goosen engaged the services of the Ovland Trust as building contractor to attend to the erection of the house on the property. On 10 July 2017 Mr Goosen wrote to the developer and Ovland Trust proposing the construction of a platform on the property and providing a drawing by Mr Geoff Boutell (Mr Boutell) of GDB Engineers depicting a pipe installation and an earth berm to deflect excess water flow, but which did not depict the proposed platform to be created through introducing fill material nor the position of the house to be built thereon or its elevation. The site would be filled

using imported material. On the same day, the developer wrote to Mr Craig Cowden (Mr Cowden) of Ground Truth,⁵ copying the e-mail to Mr Goosen and Ovland Trust, in relation to their development proposals of the property and recorded, inter alia, that a site meeting held in 2017 after Mr Goosen purchased the property, the developer pointed out to Mr Goosen that a flat platform would not be allowed because it will destroy the natural features of the property and that the house should be cut into the slope so that the foundation steps down in the lower level, i.e, the structure is used to step down the slope and retain stability. The developer recorded also that the 'majority of the storm water runoff will always pass under the property at the current depth of about 2m'. The developer proposed that any fill material should be generated by cut activities on the site, and not the introduction of cut material from another site, unless Mr Goosen and Ovland Trust could show from the detailed design plans that they complied with the cut to fill rule but were still short of backfill material whether for building support, driveways, or landscaping etc.

[15] As a consequence of the said exchange and before submitting building plans or commencing activity on the property in August 2017, Mr Goosen engaged Ground Truth in order to inform the proposed residential development, and to minimise impacts on the freshwater ecosystem in the broader landscape. Ground Truth was requested to identify, delineate and assess the aquatic habitats associated with the property within the Estate.

[16] In its report dated 31 August 2017 (the Ground Truth August 2017 report), Ground Truth dealt with various environmental and ecological aspects relating to the property and made certain recommendations that needed to be considered in the planning of the development on the property. Amongst its recommendations were that the development should consider incorporating a surface flow path through the development site, from the culvert outflow to the control structure associated with the pipeline passing through the Estate. The flow path could be aligned (artificially designed) to optimise the development footprint, but manage concerns relating to water which flows through the area by, inter alia, incorporating a natural flow path,

⁵ Ground Truth Water, Wetland and Environmental Engineering is a multidisciplinary environmental consulting company able to perform a diverse variety of environmental assessments, and develop impact management plans, habitat rehabilitation plans, spatial development plans and biodiversity conservation plans for a diversity of aquatic and terrestrial habitats.

promoting and maintaining connectivity, both in terms of biodiversity and hydrology, incorporating inlet and outlet structures to address concerns relating to increased erosion, flow volumes and velocities from an increasingly developed catchment area and avoiding subsurface flows under the development in an area where relatively deep (1m) soil pipes have been identified within the broader landscape. In this regard Ground Truth pointed out that storm water management on the site should be carefully considered as soil pipes are extremely sensitive to changes in surface and sub-surface flows.

[17] In relation to general building guidelines, Ground Truth recommended that all building material should be contained within the building site, and prohibited from entering the drainage line and any excess storm water should be directed into an appropriate attenuation structure, and not directly into the drainage line. It also made specific guidelines for excavations and the construction of the retaining walls. On 5 September 2017 the developer furnished the Ground Truth August 2017 report to Ms Kim Van Heerden (Ms Van Heerden) of the Department and to the applicant expressly advising that Mr Goosen and the Ovland Trust wished to develop the property in accordance with the recommendations contained in the report.

[18] The Department considered the Ground Truth August 2017 report and issued a letter of approval on 20 September 2017 for the development of the property. The Department recorded that it was satisfied that the Ground Truth August 2017 report complied with Mr Goosen's obligations to identify suitable measures to minimise and reduce potential environmental impacts as required by s 28 of the National Environmental Management Act (NEMA).⁶ The Department also strongly recommended that the identified management and mitigatory measures contained in paras 16 and 17 above be adhered to and implemented by all parties in the intended development of the property.

[19] The Department noted that Ground Truth had made recommendations in the absence of any architectural drawings or site development plan and the Department recorded that the developer/landowner must ensure that those recommendations

⁶ 107 of 1998.

were given effect in the development of the property. And it recorded that it was necessary for the developer/landowner to seek guidance of the author of the Ground Truth August 2017 report to ensure that the recommendations were incorporated into the development of the site during the planning and construction phase.

[20] Subsequently, Mr Goosen submitted plans to the ARC and these plans were approved on 12 April 2018. On 10 May 2018 a site meeting was held in which Mr Goosen signed the site handover certificate as the owner of the property and on behalf of Ovland Trust as contractor. Mr Collin Albert Goosen (the fourth respondent) signed the BPA as supervising or project managing agent of the owner. At some stage before the property was sold to Mr Goosen, a concrete pipe was constructed across the golf course fairway adjacent to the property which resulted in a discharge point inside the south boundary of the property which would have required special attention upon the development of the property. Mr Goosen had proposed installing a pipeline and to ensure that water was controlled across the property, to be discharged into the water course at the northern boundary exit.

[21] On 31 May 2018 Ground Truth wrote to Mr Goosen with reference to its August 2017 report and the approval letter from the Department dated 20 September 2017. In the letter Ground Truth recorded that it had been requested by Ovland Trust to provide guidance in terms of incorporating its August 2017 recommendations into the development of the property. Ground Truth then made the following further recommendations on the development of the property:

- (a) the flows originating from surface flows and the pipe originating from the golf course need to be captured using an appropriate drop-inlet structure which was likely to require a concrete structure and infilling of the scour holes in the vicinity of the pipeline to prevent those flows entering subsurface soil pipes in the area'
- (b) the flows captured by the drop-inlet structure would need to be directed into a clay lined trapezoidal drainage canal to link to the downstream riparian habitat (i.e. a canal would have to be designed and constructed);
- (c) outflows from the canal would then need to be safely conveyed to the levels of the canal of the downstream riparian habitat which could be achieved by using a concrete lined chute embedded with boulders (sourced on-site), i.e. creating a manmade rock cascade feature; and

- (d) Ovland Trust appoints an independent specialist to undertake the monitoring of these activities and provide feedback to the authorities.

[22] The construction on the property commenced in June 2018. It would appear that the Club was not happy with the construction activities on the property. Consequently, the Club instructed Land Surveyor Mr Mike Kitshoff (Mr Kitshoff) to establish the precise boundary lines between the golf course and the property. Mr Kitshoff found that:

- (a) the inlet structure constructed on the property encroached into the golf course property by approximately six meters;
- (b) all of the newly planted trees adjacent to the south east boundary of the property had been planted on the golf course property; and
- (c) that although most of the soil which had previously been dumped onto the golf course property had been removed, the soil on Mr Goosen's property was impermissibly a meter or so higher than the original contour levels of the property.

[23] On 7 September 2018 the Club addressed a letter to Mr Goosen advising him of Mr Kitshoff's findings in relation to the building operations on the property. The Club requested the removal of the inlet structure from the golf course property, that the soil on the golf course property be restored to its original contour level and that all future building operations be conducted within the boundaries of the property. The Club recorded its concern that in the event of a storm, water would dam-up against the boundary of the property and flow backwards onto the golf course, causing damage to the golf course.

[24] On 19 September 2018 a member of the ARC, Mr Sandhu Jugadoe (Mr Jugadoe) inspected the property and recorded the conditions thereat on the email to other members of the ARC and the Estate manager that as at the date of the email, Mr Goosen had not complied with the recommendations contained in the Ground Truth August 2017 report but instead had generated conditions which presented environmental risks. The water/drainage concerns were regarded as potentially a significant problem and he recommended that Mr Goosen should submit a storm water drainage design from his engineer that complies with the recommendations of

the Ground Truth August 2017 report. He recorded that the plans approved by the ARC made no provision for an embankment/raised filled platform in the vicinity of the soil and recommended that soil should be removed from the drainage.

[25] After considering the contents of Mr Jugadoe's email, on 20 September 2018 the Club addressed a letter to the applicant recording that Mr Goosen had transgressed the boundary of its property and that part of what has been built on his site is on the Club's property. The Club sought a written confirmation that the construction activities would comply with the environmental requirements of the Estate and the authorities and that there was a plan in place to avoid the damming of storm water onto the golf course.

[26] On receipt of this letter from the Club, the applicant issued a stop works order (the directive) on the same day directing Mr Goosen to cease construction activity on the property. The directive required him to remove all imported soil in order for site contours to revert back to their original status before the commencement of any building activities on the property. The directive also required a comprehensive storm water management plan compiled and agreed to by both the contracted professional engineer and Mr Cowden of Ground Truth as per the approval notice dated 20 September 2017 from the Department to be submitted to the applicant.

[27] Upon delivery of the directive the respondents removed some of the soil dumped onto the Club's property but failed to remove all of it to restore the golf course to its original contour level. On 1 October 2018 the respondents' attorneys wrote to the Club stating that the proposed in-filling on the property is minor, and would only have a fill elevation of one to one and a half metres. In response, on 2 October 2018 the Club wrote to the then respondents' attorneys recording, inter alia, that a considerable amount of soil which had previously been dumped on the golf course remained on the Club's property. The Club cautioned of a risk that water would flow onto the golf course and cause damage.

[28] On 11 October 2018 the applicant's Environmental Officer, Mr Kelson Camp (Mr Camp), prepared a report relating to the conditions on the property. Mr Camp recorded that:

- (a) the property is an environmentally sensitive area due to the inclusion of a drainage channel which discharges water from a catchment; and
- (b) the flow of water commences from higher ground and the release point for the discharge is through the property which is the lower point of the topography.

He also recorded that he had noticed that soil had been brought onto the property which would cause impairment to the natural flow of the storm water through the drainage channel and that he did not have sight of a storm water management plan for the property.

[29] On 1 November 2018 a site meeting attended by Mr Goosen, the fourth respondent, Mr Richard Kelland of the developer, and Ms Van Heerden was held on the property to discuss the respondents' compliance with the Ground Truth August 2017 report and the Department's approval letter of 20 September 2017. Following the site meeting, on 5 November 2018 Ground Truth wrote to Mr Goosen with reference to the site meeting in relation to its recommendations contained in its August 2017 report recording the issues which Mr Goosen was required to address to the satisfaction of the Department. On 8 November 2018 Ms Van Heerden sent an email to the site meeting attendees recording that the conditions on the property were in conflict with the Ground Truth August 2017 report and the Department's approval letter of 17 September 2017. She recorded that the current infilling of the drainage line poses an unacceptable environmental risk. She also recorded that the respondents appeared to have disregarded the recommendations contained in the Ground Truth August 2017 report.⁷ She then recommended that 'due to the environmental risks involved, the Department required report which should contain suitably scaled diagrams, drawings in support of the narrative component of the report, to address the infilling of the drainage line and the impacts on the surface and subsurface flows to be submitted to the Department within 21 days of this email'.⁸

[30] On 22 November 2018 the applicant's attorneys addressed a letter to the respondents' attorneys enclosing the ARC minutes and Department's email dated 8 November 2018. The applicant's attorneys recorded that the filling in of the water course through the property was not compliant with the requirements of the

⁷ Annexure 'PB15' para 2 at pg 266 of indexed papers.

⁸ Annexure 'PB16' para 3 at pg 266 of indexed papers.

Department and approved plans. The applicant's attorneys demanded the removal of the soil that had been imported contrary to Ground Truth's recommendations and the approved plans by 5 December 2018. On 30 November 2018 Ground Truth prepared a supplementary report (Ground Truth November 2018 report) relating to the conditions on the property and the non-compliance on the part of the respondents. Ground Truth made certain recommendations directed at remedying the non-compliance which existed as at the time of the meeting of 1 November 2018. Ground Truth proposed the incorporation of a surface flow path through the property and recommended storm water management for the development of the property to accommodate flows through the property. The Ground Truth November 2018 report also made certain recommendations relating to the construction phase.

[31] On 6 December 2018 the respondents furnished a report from GDB Engineers CC to the Department. The applicant engaged consulting structural and civil engineers Vigar and Associates CC to furnish their views on GDB's report. On 12 December 2018 Vigar and Associates furnished a report in response to GDB Engineers' report in which it recommended that the imported fill on the southern side of the drainage line should be removed and the neutral levels be reinstated. It also indicated that a well-structured retaining wall can be constructed on the northern side of the drainage line which should be designed to withstand a minimum of 1 in 50-year flood and in the vicinity of the driveway should not need to be much higher than one metre and only encroach about two metres into drainage line. The report concluded by stating that the whole design needed to be re-evaluated by the owner and re-submitted.

[32] On 8 January 2019 the Club's attorneys wrote to Ground Truth recording, inter alia, that the respondents had illegally constructed the drop-inlet structure on the Club's property, illegally dumped large volumes of soil on the golf course property and excess soil remained thereon. The Club also recorded that it had previously agreed to relax the building line by two meters, based on drawings which showed elevations which were considerably different to the elevations that had resulted from the importation of soil.

[33] On 16 April 2019 another site meeting was held. The ARC prepared a report which the applicant contends records new illegal structures, soil dumping on the Umgeni Water pipeline servitude and substantial in-filling. It was against this background that on 24 April 2019 the applicant launched this application seeking an order in three parts as foreshadowed in the notice of motion contending that the respondents have performed construction activity on the property, such as earthworks and the erection of structures, in contravention of the approved building plans, in violation of building and environmental legislation and in disregard of the applicant's rules which have as their purposes the protection of the rights and interests of all of the residents and owners of properties within the Estate. The applicant contends that the respondents have also occasioned an unacceptable environmental risk.

[34] The next episode of relevance occurred in May 2019 when the respondents engaged Mottram and Associates CC (specialists in agricultural projects, irrigation, water and project management) to carry out an assessment on the property in relation to the drainage line that runs through the property on the Estate. In its report dated 28 May 2019, Mottram and Associates proposed a diversion path through the property that includes a 200 mm diameter sub-surface pipe that services the existing structures and a naturally link between the upstream and downstream areas. The ARC and Vigar and Associates disagreed with this proposal and recommended that the 450 mm pipe line already in place should be continued completely across the property to discharge safely in the ravine on the northern boundary.

The applicant's case

[35] The applicant contends that the approved plans do not contemplate substantial in-filling on the site using imported material, nor the interference with the drainage channel by filling activity. A storm water sump has been installed on the property of the Club. The original approved plans and design contemplated a minimal impact on the actual reshaping of the site and no impact on the water course. However, the construction activity performed on the property (earthworks and filling) have altered the site topography and the water course, contrary to the representation in the approved plans that there would be no altering of the natural

flow line, no diverting and no filling or change in levels. The original computer-generated design showed no fill on the property and showed that the water course would be maintained with natural vegetation.

[36] The applicant contends that the respondents have constructed an embankment or raised filled platform, a new illegal garage structure and a new structure in front of the basement garage and driveway which are not reflected on the approved plans. One of the new structures encroaches over the old water course. They have levelled off an area of the site which they had in-filled closer to the golf course fairway. They have repositioned the garage and built further into the riparian area. The channel between the golf course and outlet had been in-filled with additional spoil material to the extent that it was possible to now cross from the building site directly to the golf course green.

The respondents' case

[37] The respondents admit that they are bound by the applicant's various rules but contend that the dispute in this matter lies in the manner in which the applicant seeks to impose and apply these rules. The respondents contend that the approved plans need not depict the actual buildings to be constructed and that structures may be erected whereafter as build drawings may be submitted. They assert that the applicant, through its approval mechanism, permits what is known as early commencement of construction activities at respondents' risk before the local authority approved the plans.

[38] The plans initially submitted for approval are plans which indicate the footprint drawing, including the original contours and the design contours under the structure. The plans are not required to show the landscaping footprint or contours. Once a structure has been erected the "as built" drawings are submitted to the ARC and the local authority in that sequence. The last sets of drawings to be submitted are the landscaping drawings which are submitted at the end of the construction process simply as a matter of record and not for approval. The landscaping drawings would indicate amongst other things the extent to which fill material has been imported on a site and platforms created in that manner.

[39] The respondents assert that the fill complained of is imported material, post construction of the property. They were unable to accurately survey the property prior to commencing building operations due to the difficulty in gaining access through the dense scrub and shrubbery on the property which was too dense and impenetrable. As a result, certain contours were assumed because the equipment could not be placed accurately on the ground. The design for the house was done on the lines as indicated on that survey and the necessary approvals were given by the ARC.

[40] Once construction activities started and shrubbery was cleared on the south western boundary of the property a large hole which was of two metres deep, four metres wide and six metres long which was partially on the property and partially on the golf course was discovered. Mr Goosen asserts that he had initially accepted that the hole was entirely on his property. Upon investigation it transpired that at some stage in the past somebody deemed it desirable to artificially drain the water flowing down the drainage line running through the golf course by the installation of a 450 mm diameter pipe. The respondents do not know where the pipe originates but it terminates a few metres from the boundary of his property, about 1,5 metres below the soil surface where it has over the years eroded the hole which they encountered.

[41] The respondents assert that the hole was caused by the inadequacy of the storm water drainage on the applicant's property. The respondents then proceeded to correct the situation so created under the supervision of the appointed engineer and the environmental advisers, along the following lines. A manhole with a cut off drainage function was erected where the pipe terminated on the golf course side of the boundary of the property. The hole was filled by the installation of an engineering drain consisting of geo-cloth and stones and was then covered with soil. The solution operates on the basis that the water exiting the 450 mm pipe, as well as the surface flow, drains into the drain so created, with excess water finding its way to the lower reaches of the golf course via a series of subterranean earth pipes were formed by nature over a number of years and run approximately four metres below the surface. They contend that what passes through Mr Goosen's property is the drainage feature and not the water course as the applicant contends. They assert that the

Ground Truth August 2017 report records in respect of this key features required to define it as a water course, i.e. a riparian or wetland habitat, especially on Mr Goosen's property.

[42] The respondents assert that the Club has now accepted and is happy with the encroachment on the golf course after the respondents made certain changes to appease the Club's requirements. They assert that they had no option but to attend to the problem and ameliorate the danger presented by the large hole at the bottom of Mr Goosen's garden. They assert that based on their experience in erecting a number of houses on the Estate, no approval process exists whereby prior to importing such fill approval must first be sought and obtained.

[43] The importation of fill and its stabilisation and the rehabilitation of the hole were at all times done with the approval and to the specifications as required by Mr Boutell, the structural engineer engaged for the development. They assert that without the fill material, and upon the occurrence of even a minor flooding event, a significant body of water would be flowing immediately in front of the house across the entire site. As a result, a decision was then taken to redesign that area by casting of an upper ground floor concrete slab at the same elevation as the remainder of the garden.

[44] The respondents' counsel submitted that the refusal by the applicant to consider the necessity of this fill material is irrational because the property is different to the other erven in the development. He submitted that he did not simply act in defiance of all advice and import fills on the site. He did so with the approval and to the specifications of the structural engineer engaged for the development. He submitted that Mr Goosen retained their services and the report of November 2018 authored by Ground Truth was at the structural engineer's instruction. From there onwards the fill and realignment of the drainage channel has been accepted by Ground Truth, JG Africa and Mottram and Associates.

[45] With regard to the garage extension, the respondents admit that prior approval for this construction activity was not obtained. They, however, assert that on 25 October 2018, their architect, Mr Llewellyn Muller attempted to submit these

drawings to the applicant for consideration before the construction activities on this structure had commenced. The Estate manager, Ms Vivienne Jennings, however, refused to accept the drawings stating that there was no point in submitting them because they would not be considered as they considered the matter to be subjudice. They assert that the erection of this upper ground floor slab is an engineering solution to the concerns voiced on behalf of the applicant, that if a serious downpour occurs, the soil fill on the property will wash away. It is aesthetically also appropriate. By placing a layer of soil less than a metre deep on top of it a flag garden area is created in front of the entire house. The refusal on behalf of the applicant to accept the drawings for consideration left him with a dilemma. The respondents decided to proceed with the construction of that structure, at risk, confident that at some stage the impasse between the applicant and them would be resolved.

[46] They assert that in building an expensive structure such as that, at risk, they had regard to first, that the footprint of that structure largely follows that of the driveway area approved by the applicant. The structure is ten metres wide and 15,7 seven metres long, in other words slightly wider and slightly shorter than what has been approved. Second, that the footprint impedes no more on the drainage line than what the hard standing driveway approved by the applicant impedes on the drainage line.

Non-compliance notice issued by the Department

[47] The next episode of relevance occurred on 20 June 2019 when Ms Van Heerden held another site visit on the property. Following this site visit on 1 July 2019 Ms Van Heerden issued the non-compliance notice under s 28 of NEMA.⁹ After dealing extensively with the history of the matter, she inter alia, recorded:

⁹ Section 28 provides: 'Duty of care and remediation of environmental damage:

(1) Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment'.

'(9) at the site visit it was evident that the channel between the golf course and outlet had been filled with additional spoil material to the extent that it was possible to now cross from the building site directly to the golf course green. This was not possible at the site visit of 1 November 2018. Whilst a narrow area adjacent to the course green had not been completely filled in, it would currently not be possible for surface flow to move through this area as spoil material, had been pushed up against the golf course bank and would require removal or 'opening up' as Mr D Goosen described it when on site. (10) It was also that some spoil material, including large boulders, had been pushed into the ripian drainage line very close to the outlet pipe where the defined watercourse begins. (11) Furthermore, the basement garage observed at the site visit of 1 November 2018 had been repositioned and built further into the ripian area which is now directly above the storm water outlet which flows into the water course which is situated below the outlet.'

She also recorded that she enquired whether the riparian specialist had been on site since the site visit of November 2018, and Mr Goosen confirmed that the specialist had not been requested to come to site from January/February 2019.

[48] Importantly, at para 13 of the non-compliance notice she recorded:

'The Department is extremely concerned that construction work has proceeded with no regard for the recommendations proposed and approved in accordance with the Riparian Assessment of August 2017 and, in the absence of the specialist providing oversight as agreed to. Further to this the Department was still in a process of considering the matter and was awaiting the provision of comments from Umgeni Water and it was the responsibility of the owner/developer to obtain these. As a consequence, the resultant situation may therefore have foreclosed on the implementation of appropriate mechanism and alternatives to manage environmental risk and in order for the owner/developer to meet their obligations of Section 28 of NEMA'.

[49] She, thereafter directed Mr Goosen to appoint an environmental engineer within seven working days in consultation with Mr Cowden, to assess the impacts of the activities on the riparian area and to provide recommendations to manage the storm water flow to ensure connectivity of the hydrology and biodiversity of the riparian area. She specifically directed that the assessment and recommendations should include an assessment of the alternative to remove all, or part of the spoil material and buildings which has been in-filled or constructed within the drainage line to ensure that water flow is managed and dispersed in a diffuse manner so as to limit

erosion, flooding, and downstream impacts and risks. She specifically directed that such assessment should take into account the findings and recommendations of the two previous Riparian Assessments prepared by Ground Truth August 2017 and November 2018 reports; and, include consultation with the Club, the applicant and Umgeni Water. She also directed that the report be submitted to the Department within 30 days of the appointment of the environmental engineer and Mr Cowden. The Department reserved its right to issue a directive in terms of s 28(4) of NEMA should Mr Goosen fail to implement these actions, and it also warned him of the criminal consequences contemplated in s 49A of NEMA should he fail to comply with the directives.

[50] Subsequently, the respondents engaged the services of JG Afrika to assess the impacts of the filling of the riparian area and to provide recommendations with the way forward. In its report JG Afrika acknowledges the infilling by creation of a platform. The report identified specific impacts of the respondents' conduct which include the interruption of hydrological flow in the drainage feature, impedance of the flow of water, removal of natural vegetation, the risk of siltation and possible adverse impacts on the water quality downstream of the property and risk of damage to the Umgeni Water pipe infrastructure. It also identified adverse environmental consequences and proposed mitigation options to those adverse consequences.

[51] The Club engaged its own consultant, Sukuma Consulting Engineers (Pty) Ltd to consider JG Afrika's report. In its report dated 17 October 2019 Sukuma Consulting Engineers concluded that JG Afrika's report does not fully address the requirements of the Department in that their mitigation report in that:

- (a) assessment of alternative mitigation measure to remove spoil material within the site has not been undertaken;
- (b) detailed recommendations to ensure water flow management have not been provided;
- (c) findings and recommendations of reports complied by Ground Truth have not been addressed, specifically with regard to:
 - (i) managing water flows through the site by incorporating a surface flow path through the site which is in alignment with a natural flow path;
 - (ii) providing detailed design information for mitigation proposals;

- (iii) ensuring that impacts are contained within the development area; and
- (d) the proposed drain alignment as shown on figure 1 of the JG Afrika report will have an impact on the golf course as a result of earthworks excavations that will result from the construction thereof.

[52] The applicant engaged Vigar and Associates to give their views on JG Afrika's report. In its report dated 23 October 2019 Vigar and Associates concluded that:

- (a) the originally approved plans provided for the house platform to be situated on the north bank of the valley, the double garage to be housed in the basement of the approved dwelling structure, and for the drainage course to be virtually unmodified and to be fully vegetated with grass, shrubs and trees in total compliance with the contents of the Ground Truth reports, and with their own recommendations in the previous reports;
- (b) the proposals contained in the JG Afrika report however amount to an attempt to re-engineer an established water course which is part of a substantial and extensive catchment feature, and to deviate it in order to accommodate the illegal activities listed in the Department's compliance notice which can only be done under the circumstances by utilizing adjacent golf course property because Mr Goosen has utilized all available space within his property;
- (c) even in the unlikely event that the golf club acquiesces to the utilization and loss of its property in order to accommodate such re-engineering, JG Afrika has failed to apply the necessary engineering analysis and judgment to arrive at either an adequate solution design, however preliminary, or an analysis of the associated risks both to the environment and to the adjacent property owners, including the Club, the applicant and other residential property owners; and
- (d) the proposals will also subject the existing illegal development on the property, both the in-filled terraces and the structure straddling the drainage course, to potential destruction and loss in the inevitable event of high intensity, low frequency storms. Vigar and Associates recommended that the JG Afrika report be rejected by the applicant.

Relationship between applicant and the respondents

[53] As it was aptly stated by Ponnann JA in *Mount Edgecombe Country Club Estate Management Association II RF NPC v Singh & others*:¹⁰

‘When the respondents chose to purchase property within the estate and become members of the Association, they agreed to be bound by its rules. The relationship between the Association and the respondents is thus contractual in nature. The conduct rules, and the restrictions imposed by them, are private ones, entered into voluntarily when an owner elects to buy property within the estate. By agreement, the owners of property within the estate acknowledge that they and their invitees are only entitled to use the roads laid out within the estate subject to the conduct rules. Any third party invitee only gains access to the estate with the prior consent of the owner concerned. Upon gaining access to the estate, responsibility for any breach of the conduct rules by the invitee is that of the owner’

[54] It is common cause that apart from statutory law, such as environmental and building-related legislation, the relationship between the applicant and the respondents in respect of construction activities within the Estate is regulated by the applicant’s rules. Each of them contains provisions which apply to one or more of the respondents and impose specific obligations on them. In addition, the respondents are bound by the sale agreement pursuant to which Mr Goosen purchased the property.

Building legislation

[55] Section 4(1) of the National Building Regulations and Building Standards Act (the NBRBS)¹¹ provides that ‘no person shall without the prior approval in writing of the local authority in question, erect any building in respect of which plans and specifications are to be drawn and submitted in terms of this Act’. Regulation A2(1) of the National Building Regulations Promulgated under s 17 of the NBRBS requires such person to submit certain specific information to the local authority, including a site plan, layout drawings, etc, in terms of certain specified standards. Clause 7.1.1 of Pietermaritzburg Town Planning Scheme provides:

‘A person intending to erect a building in any Use Zone (in this clause referred to as a ‘building owner’) shall furnish the council (in addition to any plans and particulars required to

¹⁰ *Mount Edgecombe Country Club Estate Management Association II RF NPC v Singh & others* 2019 (4) SA 471 (SCA) para 19.

¹¹ 103 of 1977.

be submitted under the bylaws) with drawings or other sufficient indication of the external appearance of the proposed building, including such description of the materials to be used in its construction as may be necessary for that purpose (all of which are hereafter in this clause referred to as the 'particulars'). The drawings shall be on suitable and durable material on a scale of not less than 1:100 except that, where the buildings are so extensive as to render a smaller scale necessary, the drawings may be to a Scale of 1:200.' Clause 7.1.4 provides: 'No person shall commence the erection of a building until such time as the particulars hereinbefore referred to have been approved by the council.'

[56] The respondents contend that the approved plans need not depict the actual buildings to be constructed and that structures may be erected, whereafter "as built" drawings may be submitted. This submission ignores the requirement that the building would have to proceed in terms of lawfully approved plans as contemplated in s 4 of the NBRBS and the applicant's rules. In particular, the BPA regulates the manner of construction on a site on the Estate and contain express provisions relating to construction activity and to which the owners and contractors are also bound. From an analysis of evidence and contemporaneous documents, there is sufficient evidence that the respondents have conducted construction activity on the property in conflict with the approved plans. It follows, therefore, that the structures erected by the respondents on the property which are not provided for in the approved plans are illegal under the NBRBS.

[57] Faced with this difficulty, the respondents' counsel sought to argue that the construction of this extension was done with the concurrence of the specialists involved and to the design of the engineer involved for the structure. No indication exists on the papers that the structure does not comply with the substantive requirements for such a structure. He submitted that the only complaint is the absence of prior approval. He submitted that on the facts, no entitlement to demolition of this structure appears from the papers. I disagree with this argument. The Ground Truth August 2017 report detailed out what the respondents were required to do when developing the property. In addition, the applicant made a number of interventions in an attempt to get the respondents to construct the house in compliance with its rules.

Non-compliance with the Department's environmental requirements

[58] I have recorded that the Department has said in its non-compliance notice issued on 1 July 2019 that as at 1 July 2019 the respondents had not complied with their obligations under NEMA as well as the Ground Truth recommendations. There is no cogent evidence to demonstrate that as at the time of 20 June 2019 site meeting the respondents had complied with the Ground Truth recommendations. The non-compliance notice issued on 1 July 2019 conclusively indicates that such compliance has not been forthcoming from the respondents.

Earth works

[59] With regard to earth works, the applicant's contention is that the respondents commenced and conducted cut and fill operations on the property, stockpiled soil without taking any protection measures and dumped soil onto the golf course. The applicant's counsel contended that the respondents did not provide such design but performed excavation and cut and fill operations entirely unilaterally. I have set out in some detail the respondents' answer in this regard. Some play was made by the respondents that the Architectural Design Guidelines are guides only, and not binding. This contention falls foul of clause 63 of MOI, clause 12.3 of the sale agreement and clause 2.5 of the BPA. The applicant and the respondents diverge on whether a drainage feature which passes through the property is a water course or drainage line. The applicant's counsel, correctly in my view, submitted that the respondents have not answered the proposition that their conduct on the property relative to the drainage channel falls within the ambit of item 19 of listing 1 in the 2014 Listing Notice relating to the activities identified in ss 24(2) and 24D of NEMA which may not be commenced without prior environmental authorization.

Importing of soil

[60] The evidence demonstrates that the respondents have not only dumped the soil adjacent to the drainage feature, they actually in-filled the drainage feature. The respondents contend that matters such as the importation of fill and platforms to be created are dealt with as part of landscaping. The applicant's rules contain specific

prescriptions relating to foundation design and expressly provide for foundation design to be dealt with through expert engineers before construction of the building commences. It is common cause that these prescriptions have been included on account of the poor foundation conditions on the Estate. In light of this fact, it is incomprehensible to contend that matters such as the importation of fill, floor levels and in-filling platforms to be created are dealt with as part of landscaping. The respondents appeared to have misrepresented in the letter written by their attorneys on 1 October 2018 addressed to the applicant that that the in-filling would be minor. In any event, the respondents' contention falls foul of clause 22 of the sale agreement in this regard.

Encroaching on golf course property

[61] Notwithstanding the respondents' contention that the Club has accepted their encroachment of its property, the reports of Sukuma Consulting Engineers and Vigar and Associates state otherwise. The respondents constructed an inlet structure, without the Club's knowledge or consent, which encroached approximately six metres onto the golf course. They also dumped soil onto the golf course property and planted trees on golf course property. The Club communicated its concerns to the applicant. Its attorneys stated that 'our client was presented with drawings which showed elevations considerably different to what has resulted from the importation of soil'. This demonstrates that what was constructed was contrary to the approved plans and what the respondents had represented and affected the golf course. The inlet structure did not comply with the plans approved by the ARC and presented the risk that water would accumulate at the boundary of the property and flow backwards onto the golf course. This presented the risk of interference with the natural flow of water. The Club's attorneys recorded the illegal erection of the inlet structure and the illegal soil dumping in writing to Ground Truth.

[62] Having carefully considered the matter, I am impelled to conclude that the overall conduct of the respondents amounts to self-help that is inimical to our legal order. I find that the respondents commenced and continued with construction activity on the property in disregard of applicant's rules and applicable legislation.

Relief sought

[63] It is common cause that there is no dispute between the applicant and respondents that the respondents are bound to the applicant's rules, as well as the building and environmental legislation. In the circumstances, I do not see any necessity of granting prayers 2 and 3 of the notice of motion. Otherwise, I am satisfied that on evidence before me the applicant is entitled to the relief sought in prayers 4, 5 and 6 of the notice of motion.

Costs

[64] It remains to consider the question of costs. The general rule is that in ordinary course costs follow the result. The applicant seeks costs on the attorney and own client scale. Clause 70.2 of the MOI expressly provides for a member to be liable for the applicant's legal costs on the attorney and client scale, in respect of costs relating to 'obtaining compliance with the House Rules or any provision of this Memorandum of Incorporation'. These proceedings fall within this category. This court has found that the respondents commenced and continued with construction activity on the property in disregard of the applicant's rules and applicable legislation.

[65] I am unable to find any circumstances which persuade me to depart from the general rule and agreement of the parties as foreshadowed in the MOI and the House Rules.

[66] The following order shall issue

1. The first, third, fourth and fifth respondents are interdicted and restrained from:
 - 1.1 Commencing or continuing, or causing to be commenced or continued, construction activity of any form on Erf 9293, save in accordance with the building plans approved by the applicant's Architectural Design Committee and the seventh respondent.

- 1.2 Commencing or continuing, or causing to be commenced or continued, construction activity of any form on Erf 9293 which contravenes any of the applicant's rules or any notice issued by the applicant based on the applicant's rules.
 - 1.3 Commencing or continuing, or causing to be commenced or continued, construction activity of any form on Erf 9293 which contravenes the Pietermaritzburg Town Planning Scheme and/or any applicable below.
2. The first, third, fourth and fifth respondents are directed, jointly and severally, to:
 - 2.1 Remove all of the soil and fill material on Erf 9293.
 - 2.2 Remove any soil or fill material as remains on the property of the Victoria Country Club Golf Course.
 - 2.3 Restore Erf 9293 into the condition which prevailed relative thereto as at the date of the handover of that site to them (10 May 2018), alternatively, to a condition that is in compliance with the terms, conditions, formalities and requirements in the applicant's rules and/or any notice issued by the applicant under the applicant's rules and consistent with the building plans approved by the applicant and the seventh respondent in respect of Erf 9293.
 - 2.4 Remove any encroachment, obstruction or interference of whatsoever nature upon the property of the Victoria Country Club and the golf course.
 - 2.5 Take all steps necessary to remove any non-compliance with the Town Planning Scheme and/or any applicable legislation.
 - 2.6 Rectify any:

2.6.1 Interference with the drainage feature and/or water flow upon the Victoria Country Club Estate, in conjunction with an Environmental Assessment Practitioner employed by the applicant and to the satisfaction of the sixth respondent.

2.6.2 Contravention of the environmental legislation occasioned by their activity on Erf 9293 and/or remove any conditions which threaten the environment in respect of their activity on Erf 9293.

3. The first, third, fourth and fifth respondents are directed to bear the costs of this application, jointly and severally, on an attorney and client scale.

Mnguni J

APPEARANCES:

Heard: 29 November 2019

Delivered: 27 August 2020

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