IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

Case No: **6149/2021**

Before the Honourable Mr Acting Justice S Hockey

Hearing: 9 June 2021

Judgment delivered: 01 September 2021

In the matter between:

BROTHERS PROPERTY HOLDINGS (PTY) LTD Applicant

and

DANSALOT TRADING (PTY) LTD Respondent
(Registration No: 2001/020897/07)
t/a SA CHINESE FAIR

JUDGMENT

HOCKEY AJ.

[1] This is an application wherein the applicant seeks to evict the respondent from commercially leased premises ("the premises"), on the basis that the respondent

breached the terms of the lease agreement by failing to make payments of the monthly rental on its due dates.

[2] This application was initially brought on an urgent basis, but was postponed to the semi-urgent roll of this division of the High Court by agreement between the parties.

[3] The application is opposed by the respondent on various grounds, which I shall deal with hereunder.

Common cause facts

[4] The following facts are not in dispute:

4.1. It is common cause that the respondent has occupied the premises for some 17 years, having concluded a lease agreement and addenda thereto with the previous owner. The latest lease agreement in respect of the property was entered into between the erstwhile owner of the property, Chateau Investments (Pty) Ltd ("Chateau") and the respondent, on or about 16 July 2015.

4.2. The lease agreement was for an initial period of two years, but was extended for a period of three years by way of an addendum thereto ("the first addendum"), and became terminable on 28 February 2020.

4.3. During March 2020 Chateau and the respondent entered into a further addendum ("the second addendum"), in terms whereof the lease was extended for a further three years, with a rental escalation at the rate of 8 percent per annum in March of each year. At the time that the second addendum was entered into, the applicant and Chateau had already concluded a deed of sale in respect of the commercial complex.

4.4. The applicant acquired the commercial complex, wherein the premises is situated, from Chateau. Transfer of the property was passed on 18 August 2020. As a result, the applicant became the successor in title to all rights and obligations in terms of the lease agreement.

4.5. During December 2020 the applicant elected to terminate the lease agreement when it became aware that the respondent had sub-divided and sub-leased the premises. It later became apparent to the applicant that the respondent had the oral permission of Chateau to dub-divide and sub-let the property, and it therefore no longer pursued the cancellation of the lease on this basis.

4.6. Subsequent to the purported cancellation of the lease, the applicant attempted to persuade the respondent to enter into a new lease agreement and caused a draft lease agreement to be prepared and sent by the applicant's agent to the respondent on 26 January 2021. The offer to enter into a new lease agreement was stated as being open for acceptance until noon on Friday 29 January 2021, i.e. for a period of three days.

4.7. Besides the draft lease agreement, there was also a letter attached to the applicant's agent's email of 26 January 2021, wherein a Mr Mohamed Ali Mohamud, acting on behalf of the applicant, stated that he authorised 'the attached lease agreement' and in the event of the 'Chinese Tenant' failing to accept the lease, he authorised PPM Attorneys to cancel the respondent's tenancy and evict them from the premises.

4.8. The terms proposed in the draft lease agreement were more onerous on the respondent than those terms contained in the then current lease agreement. The new terms proposed included that the floor space occupied by the respondent be halved, for a fixed rental amount about the same as that which the respondent was paying at the time, but with an additional turnover-based rental amount. It should be noted that the applicant did not deny these allegations, but denied that they had any bearing on the determination of this matter.

4.9. On 4 February 2021 attorneys acting for the respondent advised the applicant, as new owner of the property, that the respondent was aware of the "*huur gaat voor koop*" principle. They also advised that their client, although keen on forging a solid business relationship with the applicant (as the new owners), was not prepared to be forced to make sacrifices in order to retain tenancy.

4.10. The applicant charged the respondent, over a period of time prior to February 2021, an amount in excess of the monthly rental due in terms of the lease agreement. The respondent alleges that this was done in error.

4.11. In a letter dated 12 February 2021, PPM Attorneys, acting on behalf of the applicant, notified the respondent of the applicant's cancellation of the lease agreement on the basis of the respondent's failure to make payment of its rental and related charges as and when it fell due. In the letter, it was communicated that the applicant disputed that a valid lease agreement was in existence, but that the respondent on its own version was liable to make payment of its rentals and related charges on the first day of each month, which it failed to do, which gave the applicant a right of termination. The respondent was given seven days to vacate the premises and was required to leave it in the same good state of repair as upon the commencement of the lease agreement, fair wear and tear excepted.

The lease agreement and interpretation.

[5] As already mentioned, the lease agreement in respect of the premises was concluded between the respondent and the erstwhile owner of the commercial centre in which the premises is situated. The respondent relies on its interpretation of certain clauses in its denial that the lease was properly cancelled. The applicant, on the other hand, despite denying the validity of the lease agreement, relies on the fact that on the respondent's own version, rent was payable in advance on the first day of each month, and that by not complying with this requirement, the respondent was in breach.

[6] In my view, the applicant's denial of the validity of the lease agreement is amiss. The lease agreement was entered into with the erstwhile owner of the property. The principle of "*huur gaat voor koop*" is well entrenched in our law. In terms of this principle, the applicant stepped into the shoes of Chateau when it took transfer of the property. After discussing the history and authorities pertaining to this principle,

Corbett CJ in *Genna-Wae Properties (Pty) Ltd v MedioTronics (Natal) (Pty) Ltd*[1], neatly summed up the position in our the law thus:

> 'Accordingly, I hold that in terms of our law the alienation of leased property consisting of land or buildings in pursuance of a contract of sale does not bring the lease to an end. The purchaser (new owner) is substituted *ex lege* for the original lessor and the latter falls out of the picture. On being so substituted, the new owner acquires by operation of law all the rights of the original lessor under the lease. At the same time the new owner is obliged to recognise the lessee and to permit him to continue to occupy the leased premises in terms of the lease, provided that he (the lessee) continues to pay the rent and otherwise to observe his obligations under the lease. The lessee, in turn, is also bound by the lease and, provided that the new owner recognises his rights, does not have any option, or right of election, to resile from the contract. This is the impact of huur gaat voor koop in our modem law.'[2]

[7] The parties disagree on the interpretation of clause 11 of the lease agreement. The approach to statutory interpretation has been set out in *Natal Joint Municipal Pension Fund v Endumeni Municipality*[3], where Wallis JA held:

> 'The present state of the law can be expressed as follows: Interpretation is the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective, not subjective. A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document. Judges must be alert to,

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[1] 1995 (2) SA 926 (A)
[2] Ibid at 939A-C
[3] 2012 (4) SA 593 (SCA)

> and guard against, the temptation to substitute what they regard as reasonable, sensible or businesslike for the words actually used. To do so in regard to a statute or statutory instrument is to cross the divide between interpretation and legislation; in a contractual context it is to make a contract for the parties other than the one they in fact made. The "inevitable point of departure is the language of the provision itself", read in context and having regard to the purpose of the provision and the background to the preparation and production of the document.'[4] (Internal footnotes omitted.)

[8] Before dealing with the breach clause of the lease agreement, it is necessary to deal with clause 3.1, which provides for rental payable. It is clear that clause 3.1 draws a distinction between (i) the basic monthly rental, which is payable on the first day of every month, and (ii) other amounts due in terms of the lease, which becomes due within seven days of receipt of the first notification sent to the respondent. The other amounts due in terms of the agreement, which the applicant may recover from the respondent, includes amounts paid for municipal services, water, refuse and electricity, and are listed in clause 6 of the lease agreement.

[9] Clause 11 of the lease agreement contains breach provisions. The relevant portion reads as follows:

> '11 In the event of the Tenant failing to pay any amount due in terms of this Agreement on due date; or in the event of the Tenant committing a breach of any other terms of this Agreement and failing to remedy such breach within a period of seven days of receipt of written notice from the Landlord, the Landlord shall be entitled to:
> 11.1 terminate this Lease without further notice to the Tenant and have the Tenant and all those holding title through the Tenant and all the possessions on the Premises evicted from such Premises, without prejudice to any of its other rights it may have in law, including the right to claim damages; . . .'

[10] Unlike clause 3.1, clause 11 draws no distinction between the basic monthly rental and other amounts payable by the tenant. Instead, it refers to the failure to pay any amount due in terms of the agreement on the due date. Reading this provision

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[4] Ibid para 18

with that in clause 3.1, it is clear that the due date is the first day of every month in respect of the basic rental, and within seven days after receipt of the first notification thereof sent to the tenant.

[11] I agree with counsel for the applicant that the reason for the distinction between the two amounts payable is clear – the first amount is fixed, but the second is variable, dependent on, amongst others, charges for services due to the City of Cape Town, such as for water and electricity charges.

[12] Both parties agree that clause 11 makes provision for two classes of breaches by the tenant, the first being the failure to pay any amount on due date, and the second, referred to as 'a breach of any of the other terms of [the] Agreement'.

[13] Where the parties differ is the significance of the use of the semi-colon, followed by the word 'or' between the two classes of breaches.

[14] Counsel for the respondent argues that the meaning of the semi-colon between the two classes of breach is unclear, and it is not the case that the semi-colon signifies that the words before it (i.e. describing the first class of breach) constitutes an independent clause or the first part of a list. The significance of this argument, if correct, is that the seven days' written notice requirement would then be applicable in respect of both classes of breach. It would also mean that the respondent should have been afforded an opportunity to remedy any breach of the lease agreement, including the late payment of the basic monthly rental or any amount due in respect of the lease agreement.

[15] Counsel for the applicant, on the other hand, argues that the effect of the semi-colon is that late payment of any amount due requires no notice for cancellation, whereas a breach of any other term of the lease agreement requires the applicant to provide the respondent with a seven-day notice period to remedy such breach.

[16] I am in agreement with the applicant's interpretation of clause 11. The use of the words 'and' and 'such breach' in the phrase 'and failing to remedy such breach', which requires the notice period for remedy, can only refer to the second class of

breach, i.e. a breach of any of the other terms of the agreement. If this was not the intention, and if the notice period was required in respect of both classes of breach, the plural form, 'such breaches', would have had to be used. Furthermore, if the intention was that a notice period was required in respect of both classes of breach, there would have been no reason to use a semi-colon. In my view, the semi-colon was put there for a purpose – to make it clear that only the second class of breach, which is described after the semi-colon, requires a notice period for remedy of such breach.

[17] The applicant referred to the case of *Mohamed's Leisure Holdings (Pty) Ltd v Southern Sun Hotel Interests (Pty) Ltd*[5] where there are similarities between the facts in that case and the one currently under consideration. In *Mohamed's Leisure Holdings*, the landlord cancelled a lease agreement due to the tenant's failure to make payment of its rent on the first day of the month, as provided for in the lease agreement, without affording the tenant an opportunity to rectify its breach.

[18] Counsel for the respondent argues that there is a clear differentiation of the breach clause relied on in the *Mohamed's Leisure Holdings* matter and the current matter. In the former matter, the breach clause read as follows:

> '20.1 Should the LESSEE
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> 20.1.1 fail to pay the rent on due date; or
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> 20.1.2 contravene or permit the contravention of any one or more of the conditions of this agreement and fail to remedy such breach within 30 (THIRTY) days after receipt by it of notice in writing calling upon it to remedy such breach; or
>
> 20.1.3 allow a judgment against it to remain unsatisfied or unopposed for a period of seven days:
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> Then the LESSOR shall be entitled to terminate this lease and to take possession of the property.'

[5] 2018 (2) SA 314 (SCA)

[19] There is no doubt that the clause in *Mohamed's Leisure Holdings* clearly makes the distinction between the different breaches by the sub-enumeration thereof, and it is clearly only in 20.1.2 that a notice is required to remedy a contravention 'of any one or more of the conditions' of the agreement.

The *contra proferentem* rule

[20] Counsel for the respondent further submits that the clause before this court in the current matter is not clear, and therefore the *contra proferentem* rule[6] ought to apply against the applicant.

[21] I do not agree with the contentions made on behalf of the respondent. In my view, there is no ambiguity in clause 11 of the lease agreement. The *contra proferentem* rule is not to be used unless all the ordinary rules of interpretation have been exhausted[7]. In the present matter, I find that the words, syntax, grammar and punctuation used in clause 11 of the lease agreement express the clear and unambiguous intention of the parties as already stated. As in *Mohamed's Leisure Holdings*, therefore, it is only in the case of breaches other than a failure to make payment on the due date that written notices are required for remedy of such breaches before a termination can be lawfully effected. This is the intention clearly expressed in clause 11. There is no justification for the use of the *contra proferentem* rule under these circumstances.

The no relaxation clause and the *pacta sunt servanda* principle

[22] In addition to what has already been dealt with in this judgment, the respondent, in furtherance of its argument that the applicant was not entitled to cancel the lease agreement, argues that the landlord did not on previous occasions object to late

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[6] This rule requires that in the event of the wording of a document not being clear, or where there is a real ambiguity, a written document is to be construed against the person who drafted it. See *Fedgen Insurance Ltd v Leyds* 1995 (3) SA 33 (A) at 38D-E

[7] See *Cairns (Pty) Ltd v Playdon & Co, Ltd* 1948 (3) SA 99 (A) at 123

payment of rental amounts. It was submitted that the cancellation notice of 12 February 2021 was the first time that the respondent was made aware that its payment of rent after the first day of each month was not acceptable.

[23] Counsel for the applicant correctly points out that clause 14.3 of the lease agreement contains the provision that no act of relaxation on the part of the applicant, with regard to the carrying out of any of the respondent's obligations in terms of the lease agreement, shall prejudice or be deemed to be a waiver of any of the applicant's rights in terms of the lease agreement.

[24] The respondent draws attention to the fact that in *Mohamed's Leisure Holdings* the court found it noteworthy that, prior to cancelling the lease agreement and following a prior breach of the same nature (i.e. the late payment of rental), the landlord had forewarned the tenant of its intention to terminate in the event of a repeat occurrence.

[25] What is clear from *Mohamed's Leisure Holdings*, however, is that the court did not find that a forewarning is a prerequisite before cancelling. In fact, the court found:

> 'Before the appellant could cancel the lease, there was no obligation on its part to either issue a demand/ultimatum requiring the respondent to make payment. It was also not the appellant's duty to inform the respondents of its default. I do not think that such a duty can be imposed on the appellant. The terms of the agreement made it clear that the appellant was entitled to enforce clause 20 in the event that the respondent fails to pay the rent on due date. A person who promised to pay rental on a certain date and upon failure to do so, faces the possibility of an eviction, cannot be heard to say he was not warned; he should remember his obligation.'[8]

[26] Clause 11 of the lease agreement entitles the applicant to terminate the agreement, without further notice, in the event of the respondent's failure to pay its rental on due date. This clause may be harsh against the respondent, but the respondent is bound by it. This is in line with the common law rule that agreements

[8] *Mohamed's Leisure Holdings* (supra) para 31

are binding and must be enforced – i.e. the *pacta sunt servanda* principle.[9] This principle, however, it has often been said, is no holy cow. Under the common law, our courts have always been prepared to declare contracts invalid on the basis that it is contrary to public policy. It was recently held by the Constitutional Court, in the judgment of Ngcobo J writing for the majority, in upholding the decision of the Supreme Court of Appeal in *Barkhuizen v Napier*[10]:

> 'I do not understand the Supreme Court of Appeal as suggesting that the principle of contract *pacta sunt servanda* is a sacred cow that should trump all other considerations. That it did not is apparent from the judgment. The Supreme Court of Appeal accepted that the constitutional values of equality and dignity may, however, prove to be decisive when the issue of the parties' relative bargaining positions is an issue. All law, including the common law of contract, is now subject to constitutional control. The validity of all law depends on their consistency with the provisions of the Constitution and the values that underlie our Constitution. The application of the principle *pacta sunt servanda* is, therefore, subject to constitutional control.'[11]

[27] At paragraph 57 of his judgment, Ngcobo J said that the *pacta sunt servanda* maxim, as the Supreme Court of Appeal has repeatedly noted:

> '. . . gives effect to the central constitutional values of freedom and dignity. Self-autonomy, or the ability to regulate one's own affairs, even to one's own detriment, is the very essence of freedom and a vital part of dignity. The extent to which the contract was freely and voluntarily concluded is clearly a vital factor as it will determine the weight that should be afforded to the values of freedom and dignity.'

[28] There is however nothing immoral or unconstitutional in the term that payment of rental must be made on a certain date, failing which the contract may be terminated. There is nothing unusual in a term of such nature. In this case, the sanctity of contract must prevail.

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[9] Agreements, freely and voluntary concluded, must be honoured – see *Beadica 231 CC and Others v Trustees, Oregon Trust and Others* 2020 (5) SA 247 (CC) para 12
[10] 2007 (5) SA 323 (CC)
[11] Ibid para 15

The suspension of the respondent's obligation under the lease agreement

[29] Since the applicant denied the validity of the lease agreement, counsel for the respondent argues that such repudiation, although rejected by the respondent, is not without consequences. The argument goes that the applicant's conduct (by denying the existence of the contract) constituted a repudiation, which gave rise to the suspension of the respondent's reciprocal obligation to make payment of the rent and other amounts due in terms of the lease agreement.

[30] In support of his argument, the respondent's counsel cites a number of cases, in particular *Moodley and Another v Moodley and Another*[12]**,** where reference was made to an earlier decision of *Erasmus v Pienaar*[13]**.** In the latter case, the court accepted the proposition that one party's repudiation may suspend the aggrieved party's performance until the guilty party has reaffirmed its willingness and ability to fulfil its obligations under the contract.

[31] These cases cited by counsel for the respondent are, however, distinguishable from the present matter. They deal with contracts of sale of immovable property. In *Moodley*, the court paraphrased the rationale for the rule (of suspension) as set out in *Erasmus v Pienaar* to be that 'a party to a contract ought not be allowed, by his own wrongful conduct, to advantage himself or to disadvantage his counterpart. To permit the repudiating party to take advantage of the other side's failure to do something, when that failure is attributable to his own repudiation, is to reward him for his repudiation . . .'[14]

[32] The current matter, as already mentioned, is distinguishable from the cases cited by counsel for the respondent, in that the respondent, *in casu*, is enjoying the beneficial use of the premises. It would be unconscionable to hold that the respondent

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[12] 1990 (1) SA 427 (D)
[13] 1984 (4) SA 9 (T)
[14] *Moodley* (supra) at 431F-I

should be relieved from paying rent and other amounts payable (albeit for a limited period) under these circumstances.

Appropriate relief

[33] I am satisfied that the applicant has made out a case for the eviction of the respondent, based on the latter's breach in terms of clause 11 of the lease agreement.

[34] The applicant asks for the respondent and all those holding title under it to be ordered to immediately vacate the premises. It is appropriate to deal with the timing of the ejectment of the respondent. Not only is the order prayed for impractical, as it asks for the eviction to take immediate effect, but it is, in my view, in the circumstances of this matter, unreasonable and not in the interest of justice.

[35] I say that an order for the immediate ejectment of the respondent from the premises is impractical, because such an order would make it impossible for the respondent to reinstate the premises to the same good order and condition as it was at the commencement of the lease, as is required by clause 9.3.13 of the lease agreement.

[36] There is also a long line of cases where the courts have exercised a discretion to suspend the execution of an ejectment order, not only in respect of residential premises, but also in respect of commercial premises. This was comprehensively discussed by Spilg J in *AJP Properties CC v Sello*[15], which lead the judge to conclude:

> 'There is accordingly a history of case law spanning close on a century which has, irrespective of its pedigree, become solidified and which has accepted that courts can exercise a discretion which, it appears, is not derived from its inherent jurisdiction but from a common-law power to stay or suspend the execution of an ejectment order.'[16]
> (Internal footnotes omitted.)

[15] 2018 (1) SA 535 (GJ)
[16] Ibid para 21

[37] Rule 45A, which was introduced during 1991, confirms that the high courts have a discretion to stay the execution of an order. When rule 45A was introduced, it provided thus:

> 'The court may suspend the execution of any order for such period as it may deem fit.'

The rule was amended with effect from 1 December 2020 and the relevant part now reads:

> 'The court may, on application, suspend the operation and execution of any order for such period as it may deem fit . . .'

[38] The amended rule 45A now raises the question whether the discretion of the court to *mero moto* suspend the execution of its orders, has been removed. I think not. In *PFE International and Others v Industrial Development Corporation of South Africa Ltd*[17] it was held:

> 'Since the rules are made for courts to facilitate the adjudication of cases, the superior courts enjoy the power to regulate their processes, taking into account the interests of justice.[18] It is this power that makes every superior court the master of its own process. It enables a superior court to lay down a process to be followed in particular cases, even if that process deviates from what its rules prescribe. Consistent with that power, this court may in the interests of justice depart from its own rules.'[19]

[39] In appropriate cases, in my view, the courts, despite the amendment of rule 45A by the addition of the words 'on application' may still suspend the execution of its orders. This is so not only because it has always been the position under the common

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[17] 2013 (1) SA 1 (CC).
[18] Section 173 of the Constitution provides: 'The Constitutional Court, Supreme Court of Appeal and High Courts have the inherent power to protect and regulate their own process, and to develop the common law, taking into account the interests of justice.'
[19] *PFE International* (supra) para 30

law, but also given the inherent power of the superior courts to regulate its own processes.

[40] The superior courts' exercise of the power to suspend the execution of its orders, whether it does so under the common law or in terms of rule 45A, must of course be rational, and this applies also for the determination of the period of the suspension.[20]

[41] In *AJP International CC* Spilg J considered the question whether there ought to be a distinction between the ability of a court to delay an ejectment order from a residential property as opposed to a commercial property. I agree with his answer in this regard, as follows:

> 'While different considerations may apply as to whether to exercise the power in a given case, the case law cited earlier demonstrates that no such distinction exists.'

[42] I now turn to consider whether there should be a stay of the eviction order which I intend to grant. I am persuaded in favour of a suspension for a number of reasons, which are discussed below.

[43] The respondent has occupied the premises for many years and had a healthy relationship with the former landlord, Chateau. Chateau had over the years not objected to the payment of rental by the respondent after the first day of the month.

[44] From the time that the applicant took ownership of the property, it did not recognise the validity of the lease. It overcharged the respondent, and also attempted to get the respondent to enter into a new lease agreement which was more onerous for the respondent, with about half the floor space for the same rental amount than what was provided for in the agreement which remained in place.

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[20] See *AJP Properties CC* (supra) para 34

[45] The applicant took an uncompromising stance towards the respondent. In giving instructions to its agent, the applicant commanded that the respondent (who was referred to as 'the Chinese Tenant') be evicted if it failed to accept a draft lease agreement which had been prepared.

[46] Despite its insistence that the "huur gaat voor koop" principle was applicable, the respondent nevertheless expressed its willingness to negotiate a new lease with the applicant.

[47] On 12 February 2021, after the respondent did not pay its rental on the first day of the month, the applicant, without any forewarning, notified the respondent of the termination of the lease agreement. I am not saying that the applicant was required to forewarn the respondent, but forewarning or some notice could have been displayed by common decency.

[48] Since the cancellation notice, the respondent has been timeously paying the rental due under the lease agreement.

[49] The respondent conducts a retail business out of the premises. It sells various items including clothing, bags, shoes, bedding and general accessories.

[50] There are also other businesses operating from the premises, as the respondent received permission from Chateau to sub-divide and sub-let a portion of the premises.

[51] The respondent will find it difficult to find alternative accommodation at the same or similar rental as it was paying under the lease agreement.

[52] Under the circumstances I am of the view that cogent grounds exist in favour of a suspension of an eviction order. The respondent should be given sufficient time to find alternative premises and to restore the leased premises as required under clause 9.3.13 of the lease agreement. I am of the view that a period of three months should suffice.

[53] What remains is the issue of costs; this should be granted on an attorney and client scale as provided for in the lease agreement.

The order

In the result, the following order is made

1. The respondent and all those holding title under it are ordered to vacate the premises known as Shop 2, 20 Church Street, corner of Kruskal Avenue and Church Street, Bellville, Western Cape ("the premises") in the property known as erf 10989 Bellville, Western Cape by no later than 1 December 2021.

2. In the event of a failure to vacate the premises as set out in 1 above, the Sheriff of this court is ordered and directed to evict the respondent and all those holding title under it from the premises.

3. The respondent is ordered to pay the applicant's costs on an attorney and client scale.

S HOCKEY

Acting Judge of the

High Court: Western Cape

Appearance

For the applicant: J Bence instructed by PPM Attorneys

For the respondent: D Pietersen instructed by David Kesler & Co