IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO. 4457/2022

In the matter between:

CATHARINA CHRISTINA DE BEER N.O	First Applicant
ANNELIZE NIEUWOUDT N.O	Second Applicant
JOSIAS JAKOBUS NIEUWOUDT N.O (in their capacity as trustees of the Fourth Applicant)	Third Applicant
DIE JOOS NIEUWOUDT TRUST (T3286/94)	Fourth Applicant

And

GERHARD DE LANGE	First Respondent
MATZIKAMA LOCAL MUNICIPALITY	Second Respondent

JUDGMENT DELIVERED ELECTRONICALLY ON 24 FEBRUARY 2023

RALARALA, AJ

INTRODUCTION

[1] This is an application brought in accordance with the provisions of the Prevention of Illegal Eviction and Unlawful Occupation of Land Act 19 of 1998 (PIE). In these proceedings, the applicants only seek a relief for the eviction of the first respondent and his family from the dwelling situated on the farm Kalverfontein , ('the Farmhouse').

[2] The applicants initially launched this application on 28 July 2022. When this application was originally brought before the first court, it was divided into Part A and Part B. Part B of the application, pertained the farms and was based on a commercial lease. Cloete J, then granted an order in relation to the relief sought in Part B of the application. It follows, therefore, that the order of Cloete J disposed of the commercial eviction. Part A was then postponed. Consequently, this court is now seized with Part A of the application. It is therefore the Farmhouse eviction that is at the heart of this opposed application.

[3] On 13 December 2022, the applicants brought an application before Francis J, for the joinder of the Matzikama Local Municipality as the second respondent in this application.

[4] The first applicant is Catharina Christina De Beer, a trustee for the time being of Die Joos Niewoudt Trust. The second applicant is Annelize Nieuwoudt acting in her capacity as a trustee for the time being of Die Joos Nieuwoudt Trust. The third applicant is Josias Jakobus Nieuwoudt acting in his capacity as a trustee for the time being of Die Joos Nieuwoudt Trust. The fourth applicant is Die Joos Nieuwoudt Trust with the Master's reference number T3286/94.

BACKGROUND

[5] The trust is the registered owner of the farms known as Kalverfontein, Windhoek, Namarees, Blinkvlei and Driefontein ('the farms'). In 2006, the Trust and the first respondent entered into a written lease agreement in relation to the farms, which was renewed in 2011. The rental of the farms was for commercial purposes. In terms of the lease agreement, the respondent leased certain livestock and

implements, on condition that on termination of the lease agreement, the first respondent was to return to the fourth applicant (‘The Trust’) the implements and the same number and composition of livestock as described in clauses 21 and 22 of the lease agreement.

[6] In 2009, the first respondent moved into the farmhouse with the consent of the first applicant. On 08 September 2020, during the subsistence of the lease agreement, one of the trustees passed away. During February 2021, notwithstanding the fact that a third trustee had not been appointed by the master; the first and second applicants as trustees duly instructed Mr. J.A.H Coetzee, the legal representative of the fourth applicant, to arrange an inspection of the property and livestock with the first respondent.

[7] The inspection was conducted on 18 February 2021 and a report compiled by Mr. Coetzee was furnished to the first and second applicants. The report revealed a substantial deficit in the number of sheep and an excess in a number of cattle that had to be returned by the first respondent to the fourth applicant as per the lease agreement.

[8] The facts relevant to this application are largely common cause, it is not in dispute that when the first respondent had accumulated rental arrears; he [the first respondent] presented the remaining trustees with a proposal for a new lease agreement. The first respondent then acknowledged liability and undertook to make quarterly payments in the amount of R89 874: The first payment was due by 1 March 2021 and the second by 1 July 2021.The first respondent did not honor the payments as per his proposal. According to the applicants the excess number of cows belonged to third parties which was not permitted in terms of any agreement or arrangement with the first respondent. It was then communicated to first respondent that the applicants regarded this conduct as a misrepresentation by the first respondent and thus constituted a breach of trust between the parties. In the result on 31 August 2021 applicant conveyed through their legal representative, J A H Coetzee that the lease that ended in February 2021 would not be renewed.

[9] Notwithstanding the fact that there was no longer a lease agreement between the parties, the first respondent refused to vacate the farms including the farmhouse. In an attempt to resolve the matter amicably the fourth respondent offered alternative accommodation in town however the offer was declined by the first respondent.

[10] The order of Cloete J, permitted the first respondent to remain in possession of the farmhouse, the four camps surrounding the farmhouse, including the mountain camp pending the eviction order in respect of the farm house.

[11] The first respondent in his answering affidavit has raised a point in limine. The point in limine is that he is an occupier in terms of section 1(1)(x) of the Extension of Tenure Act 62 of 1997 (ESTA), therefore PIE is not applicable. I now turn to consider the point *in limine*.

THE POINT IN LIMINE

Whether the respondent is an occupier in terms of ESTA or PIE?

[12] The applicant asserts that after entering into the commercial lease agreement for the farms, the fourth applicant allowed the first respondent to occupy the farmhouse on Farm Kalverfontein in terms of a separate verbal agreement, which occupation did not form part of the commercial lease agreement. Based on the above averment the respondent contends that he is an occupier in terms of ESTA.

[13] The first respondent avers that the property is zoned as farmland, therefore the farmhouse situated on the farmland falls within the provisions of section 2 of ESTA. Thus first respondent is not an occupier in terms of the PIE Act.

[14] Accordingly, the first respondent contends that applicants have failed to comply with the requirements as set out in sections 8 and 9 of ESTA and the application should fail.

[15] The first respondent further contends that the applicants also failed to comply with the provisions of section 4(2) of PIE in that applicants did not serve the written notice of the proceedings on the municipality having jurisdiction; at least fourteen days before the hearing of the proceedings. The respondent further submitted that

the applicants' notice in terms of sections 4(1) and (2) of PIE is defective in that it notes that the application has been instituted in terms of the PIE Act for eviction of the first respondent from the Farms Windhoek, Namarees, Blinkvlei, Kalverfontein (including the farmhouse) and Driefontein, Western Cape.

[16] The applicants in their replying affidavit assert that the first respondent and his family are excluded persons in terms of the definition of 'occupier' as enunciated in section 1 (1) (x) of ESTA. According to the applicants the first respondent has at all times rented the farms from the Trust for commercial farming. The first respondent, the applicants claim, has never been employed by the Trust and did not rent any portion of the farms for subsistence farming purposes. Therefore, so the argument continues the first respondent is not a subsistence farmer as contemplated in the definition of 'occupier 'in terms of ESTA.

[17] According to the applicants, it is telling that the first respondent has not alleged that he works the land for himself and does not employ any person who is not a member of his family. The applicants further claim that the first respondent has at least one person in his employ who is not a member of his family, a further exclusion from the definition of 'occupier' in terms of ESTA. To substantiate these averments, the applicants filed a document referenced as "CBD16" to their replying affidavit, an extract from a founding affidavit deposed to by the first respondent in a spoliation application launched at Vanrhynsdorp Magistrate court against the applicants. The extract reads as follows:

> "[45] Furthermore, an applicant has a staff complement of ONE (1) permanent worker and (12) TWELVE seasonal workers, all of whom had lost hours of work due to the First Respondent's deliberate unlawful actions. The Applicant was, regardless of the FIRST RESPONDENTS' UNLAWFUL ACTIONS, still obliged to remunerate them.

[49] The First Respondent is acting in a manner which is causing the Applicant substantial prejudice. The applicant has substantial livestock that he has to take care of on different farm premises that he has to bear costs for and has to bear further costs to buy food for his livestock. It goes without saying that the Applicant has lost

significant time between 03rd OCTOBER 2021 and 09th OCTOBER 2021, which is when the unlawful RESTRICTIONS occurred and continues to suffer loss consequent upon the First Respondent's unlawful actions Should the status quo not return, the Applicant will suffer substantial further loss in points which will undoubtedly have a knock-on effect on its cash flow and in addition to potential claims from its customers due to incapacity of farming and operating in the required manner. My farming business would be unable to meet its day-to-day expenses including wages, salaries and payments. The consequences are too ghastly to contemplate."

[18] The applicants submit further that in view of the above assertions, the respondent cannot contend that he is a subsistence farmer and his proffered latest version in this application appears to be a recent fabrication. The applicants argued that the only reason why the first respondent was permitted to stay in the farmhouse from 2009 was that he was renting the Trust's Farms for commercial farming activities. At the hearing of this application, Mr de Wet on behalf of the applicants avers that it only made sense for the first respondent rather than anyone else, to move into the Farm House when the first applicant's father-in-law's health started to deteriorate. Thus but for the respondent's commercial farming activities according to the lease agreement, the first respondent would never have been offered occupation of the Farmhouse. The farmhouse was not offered to the first respondent to occupy as a subsistence farmer beyond or regardless of, the context of the lease agreement and his commercial farming activities.

[19] Applicants further highlight that at the behest of the first respondent, the court ordered on 28 July 2022 that the first respondent occupies not only the farmhouse but also the four surrounding camps which were part of the commercial lease agreement comprising hundreds of hectares for his animals. The applicant submits that the first respondent while asserting that he is an occupier as contemplated in section 1(1)(x) of ESTA fails to tell the court what his monthly income is. First respondent only alleges that he is struggling financially and that his family's only income is derived from the sale of eggs. The applicants are of the view that the first respondent's contentions are opportunistic.

ANALYSIS

[20] The primary question for determination is the meaning of the proviso to the definition of 'occupier' in section 1(1) (x) of ESTA part of which forms the basis of the respondent's defence and provides as follows:

> " ***' occupier'*** *means a person residing on land which belongs to another person, and who has or on 4 February 1997 or thereafter had consent or another right in law to do so, <u>but excluding</u> –(my own underlining)*
>
> *(a) . . .*
>
> *(b) a person using or intending to use the land in question mainly for industrial, mining, commercial or commercial farming purposes, but including a person who works the land himself or herself and does not employ any person who is not a member of his or her family; and*
>
> *(c) a person who has an income in excess of the prescribed amount ;"*

[21] The first respondent's main contention, argued on his behalf by Ms. Carstens, is not whether he is a commercial farmer or not, his defence is based on the fact that his occupation of the farmhouse stems from a separate agreement. That he is a person residing on land which belongs to another person, and who has or on 4 February 1997 or thereafter had consent or another right in law to do so. At the hearing of this matter, Mr. de Wet for the applicants submitted that the first respondent incorrectly interpreted section 1(1) (x) of ESTA as when read in its entirety the section makes it abundantly clear that, even in the case of occupation of the land with the consent of the land owner, a person who is an occupier of the said land for purposes of commercial farming amongst other things, is excluded from the definition of 'occupier' as enunciated in section 1(1)(x). It is evident that the first respondent read and considered the section out of its context as it is with the exclusion of its proviso. In other words, the first respondent read section 1(1) (x) without having regard to (a); (b) and (c) components of the proviso which is the nucleus of the actual definition in that particular sub-section. In my mind it is pivotal that the section is read having regard to the context of the provision in its entirety

inclusive of its provisos rather than adopting a piecemeal approach. We have seen significant developments in the law relating to the interpretation of statutes over the years. To substantiate the submissions on behalf of the applicants Mr de Wet relied on the case of *Natal Joint Municipality Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) where Wallis J framed the proper approach to interpretation:

"[17] The trial judge said that the general rule is that the words used in a statute are to be given their ordinary grammatical meaning unless they lead to absurdity. He referred to authorities that stress the importance of context in the process of interpretation and concluded that:

'A court must interpret the words in issue according to their ordinary meaning in the context of the regulations as a whole, as well background material, which reveals the purpose of the regulation, in order to arrive at the true intention of the draftsman of the rules.'

[18] …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……."(my underlining)

[22] In the instant case, the first respondent in his interpretation of 'occupier' (as envisaged in ESTA) demonstrates an atomistic approach rather than a holistic approach encapsulating the proviso. The former approach will certainly yield results that the provisions of section 1(1) (x) were not intended to achieve. I therefore, align myself with the applicants' submissions and the view expressed by Wallis J *in Natal Joint Municipality Pension Fund v Endumeni Municipality.*

[23] At the hearing counsel for the applicants advanced an argument that the burden to prove that ESTA applies rests on the first respondent as he is the party who invoked the application of the Act. In *Frannero Property Investments 202 (Pty) Ltd v Selapa and Others* 2022(5) SA 361 (SCA) the court on the issue of the burden of proof observed as follows:

"[*24] Consistent with the basic common law principle that 'the party who alleges must prove ', the burden to prove that ESTA applies in relation to a specific occupier rests on the occupier who invokes the application of the Act. The occupier must bring herself within the ambit of the Act by proving that she complies with the components of the definition of an occupier in the Act, including that she is not excluded from the application of the Act under s 1(1)(x) ."*

[24] It is apparent from the uncontroverted evidence before court that the first respondent occupied the Farmhouse with the necessary consent to do so and that at the time the applicants launched the application to evict the first respondent from the Farms in terms of the commercial lease agreement, which is the relevant period for the purposes of this application, the first respondent was a commercial farmer. In *Lebowa Platinum Mines Ltd v Viljoen,* 2009 (3) SA 511 (SCA) para 14 the court made it clear that the circumstances of the person sought to be evicted ought to be considered when contemplating the meaning of the term occupier. At the hearing of this matter Counsel for applicants advanced an argument that the first respondent made admissions in a founding affidavit to a spoliation application against the applicants (CBD16 annexed to the replying affidavit), that he was a commercial farmer and employing one permanent worker and 12 seasonal workers. The assertion by the applicants in the replying affidavit echoes the intention of the parties when concluding the commercial lease agreement, which was commercial farming. Commercial farming automatically disqualifies the first respondent to be an occupier as envisaged in ESTA.

[25] In essence, the first respondent placed reliance on a portion of the subsection and not on its entirety and (as alluded earlier in para 22 of this judgement) had no regard for the provisos which come with certain exclusions in section 1(1)(x). Contrary to the submissions on the first respondent's behalf in my mind all that ESTA requires for the respondent to qualify as an occupier is an owner's consent or

another right in law to reside on the land as long as he does not use the land in the manner excluded in (b) of the definition or earn more than R 13 625.00 per month. Distinctly first respondent's reading of section 1(1) (x) is unduly narrow. It does not seem that the first respondent appreciated that consent to occupy the farmhouse is not the final act, thus disregarding all else. In my view to the first respondent, context counts for nothing and that should not be the case. *The SCA in Sandvliet Broerdery (Pty) Ltd v Maria Mampies and another (107 /2018) [2019] ZASCA 100 (8 July 2019) paragraph 27:*

"…..The court considered whether an occupier has a right to make improvements to her or his dwelling to make it suitable for human habitation which Esta does not expressly provide. Madlanga J said in his seminal judgment

…Whether the right exists must depend on what an interpretive exercise yields … The question is whether – on the proper interpretation of ESTA –the right contended for by Ms. Daniels indeed does not exist. The respondents 'argument [section 25(6) of the Constitution affords occupier rights to the extent provided by ESTA and that an occupier's rights are listed in s 6 typifies the 'blinkered peering at an isolated provision' of a statute …." (my own underlining)

[26] It is clear from the aforegoing that even in a case where there is no express provision in ESTA, the interpretation of the provisions is an exercise that must be executed within the context of the relevant provision and the entire statute. Anyone using the land or occupying with the intention to use the land for commercial farming activities is precluded from the definition of occupier in ESTA. The first respondent was using the land where the farmhouse is situated for commercial farming activities. Moreover, it is common cause that three years prior to the applicant extending the offer and the first respondent taking occupation of the Farmhouse, the first respondent was a commercial farmer on the same land Kalverfontein Farm. Conceivably the applicant's offer to the first respondent was clearly based on the fact that the respondent was already engaged in commercial farming activities in Kalverfontein Farm. A state of affairs at the time, that was convenient for the first respondent to live within the proximity of his commercial farming business. Undeniably, the first respondent presented no evidence that he complied with all the

components of the definition of occupier as envisaged in ESTA. Inevitably, one is unable to divorce the applicants' consent for the first respondent to occupy and the first respondent's occupation of the farmhouse from his commercial farming activities at all material times while occupying the farmhouse.

[27] As the dispute is related to whether the first respondent qualifies as an occupier in terms of ESTA, the first respondent presented no evidence contrary to the fact that he is a commercial farmer and has been since occupying the farmhouse until the date of the launching of this application. Furthermore apart from the averment in the first respondent's answering affidavit and the argument by Ms Carstens advanced on his behalf, that currently, the first respondent is struggling financially, no evidence is tendered to prove that he earned less than the threshold amount of R13625.00. See GN R 1632 in GG 19587 of 18 December 1998. To this end, the onus to prove that the respondent is not disqualified under the exclusions in section 1(1) (x) of ESTA remains unsatisfactory.

[28] I will now turn to consider the second issue for determination, whether the respondent is an occupier in terms of PIE. The respondent further contends that, as the property is zoned as farmland, the farmhouse falls within the provisions of section 2 of ESTA, thus he is not an occupier in terms of PIE. It is common ground that the land in question is a farm as defined in section 2 of ESTA. This is however considered in conjunction with the definition of occupier in section 1 of ESTA, which clearly demonstrates that the nature of the land is not a determining factor to the question of whether ESTA is applicable. The first respondent cannot be afforded the protection of ESTA as he is not an occupier as defined in section 1 of ESTA, therefore he is an unlawful occupier as defined in the PIE Act. *CJW Belegings (Pty) Ltd Arendse and others [2022] JOL 56494(WCC).*

[29] On 13 September 2021 applicants wrote a letter to the respondent informing him that the occupation of the farmhouse in Kalverfontein Farm will come to an end on 28 February 2022. Essentially the consent to occupy the farm house was terminated by the applicants. An offer to rent an alternative accommodation at no […] K[...] Street Klawer was extended to the respondent. The aforementioned offer was refused by the respondent.

[30] The respondent submitted in the answering affidavit that the notices in terms of section 4(1) and (2) are defective in that it refers to the farmhouse and the Farms that are the subject matter of the commercial lease agreement. The applicants in their replying affidavit contend that the application has been instituted for eviction of the respondent from the Trust's farms which includes the farmhouse. The provisions of PIE thus find application since the first respondent and his family reside in the farmhouse and they are cognizant of the fact that PIE is not applicable to commercial evictions. As the commercial eviction has already been considered and granted to the exclusion of the farmhouse, in my view it is intelligible that there is no merit in the aforementioned argument moreso that the first respondent does not allege any material dispute. The applicants have since withdrawn the consent allowing the first respondent to occupy the farmhouse, thus, I am of the view that the first respondent and his family are unlawful occupiers as defined in section 1 of the PIE Act. The second respondent was joined to these proceedings in an application which was not opposed by first respondent. Consequently, a report was filed by second respondent indicating the inability to procure alternative accommodation for first respondent. Thus the first respondent's contention that the applicants failed to comply with the provisions of section 4(2) of the PIE Act in that second respondent was not served with the written notice of the application proceedings at least fourteen days before the hearing of the proceedings has no merit. On a synopsis of all the facts presented before me, I am of the considered view that the application for the eviction of the first respondent and his family was aptly and effectively brought within the ambit of the PIE Act.

JUST AND EQUITABLE TO GRANT AN EVICTION ORDER

[31] The court now has to decide whether it is just and equitable to grant an eviction order having regard to all relevant factors. *See City of Johannesburg v Changing Tides 74 (Pty) Ltd and Others* 2012 (6) SA 294 (SCA) at 25. The Constitutional court in *Occupiers, Berea V De Wet* 2017 (5) SA 346 (CC) at 361 para [48] postulates the approach as follows:

"The court will grant an eviction order only where (a) it has all the information about the occupiers to enable it to decide whether the eviction is just and equitable: and (b) the court is satisfied that the eviction is just and equitable: having regard to the information in (a). The two requirements are inextricable, interlinked and essential. An eviction order granted in the absence of either one of these two requirements will be arbitrary. I reiterate that the enquiry has nothing to do with the unlawfulness of occupation. It assumes and is only due when the occupation is unlawful."

[32] Section 4(7) of the PIE Act provides that:

"*If an unlawful occupier has occupied the land in question for more than six months at the time when the proceedings are initiated, a court may grant an order for eviction if it is of the opinion that it is just and equitable to do so, after considering all the relevant circumstances, including, except where the land is sold in a sale of execution pursuant to a mortgage, whether land has been made available or can reasonably be made available by the municipality or other organ of state or another land owner for the relocation of the unlawful occupier, and including the rights and needs of the elderly, children, disabled persons and households headed by women."*

[33] It is common cause that the first respondent has been in occupation of the farmhouse for a period in excess of six months.

Section 4(8) reads:" If the court is satisfied that all the requirements of this section have been complied with and no valid defence has been raised by the unlawful occupier it must grant an order for the eviction of the unlawful occupier, and determine –

(a) A just and equitable date on which the unlawful occupier must vacate the land under the circumstances; and

(b) the date on which an eviction order may be carried out if the unlawful occupier has not vacated the land on the date contemplated in paragraph (a)."

[34] In her heads of argument, Ms. Carstens asserts that the court should be mindful of the basic constitutional right to have access to adequate housing. The court is acutely aware that section 26 of the Constitution affords an unlawful occupier a right against arbitrary eviction and not a right to resist lawful eviction, even though it may result in homelessness. See *CJW Belegings (Pty) Ltd v Arendse and others supra* para [30].

[35] First respondent and his wife are recipients of a temporary disability grant. Regrettably, this averment has not been elucidated in the answering affidavit nor the heads of argument, apart from the assertion that the first respondent's wife has been diagnosed with cancer which resulted in a double mastectomy treatment option. It is common cause that the first respondent is 53 years old and has an eight-year-old son. It remains an uncontroverted fact that the applicants before the eviction application was launched offered the first respondent and his family alternative accommodation for rental in Klawer, an offer that was rejected by the first respondent. Notwithstanding first respondent's attitude to resolving the matter amicably, at the hearing of this matter, Mr. de Wet's counsel for the applicants validated the offer. Furthermore, in her heads of argument, Ms. Carstens for the first respondent avers that the alternative accommodation tendered by the Trust is not suitable for his continued subsistence farming. I note that subsistence farming was never pleaded in the first respondent's answering affidavit and is unsubstantiated by evidence:

[36] In para 37 he states: "The rest of the livestock I have, is not sufficient to continue farming activities or to qualify as commercial farming. Should the court grant the order for eviction, I will have to sell these animals as I would not be able to keep same without having land available."

[37] It is submitted on behalf of the applicants that in determining a just and equitable date the court should have regard for the rights of both the first respondent and the applicants. In this regard reliance was placed in the Constitutional Court *case Grobler v Phillips and Others* (CCT 243 /21) [2022] ZACC 32 (20 September 2022) where the court observed as follows at paragraph 44:

" The Supreme Court of Appeal Failed to balance the rights of both parties. Mr Grobler is the owner of the property and has been enforcing his rights of ownership for the past 14 years. He has offered alternative accommodation on numerous occasions. If this offer were to be accepted, Mrs Phillips would continue to enjoy having a decent home. Furthermore, the Supreme Court of Appeal placed too much emphasis on Mrs Phillips' peculiar circumstances. A just and equitable order should not be translated to mean that only the rights of the unlawful occupier are given consideration and that those of the property owner should be ignored. And it does not mean that the wishes or personal preferences of an unlawful occupier are of any relevance in this enquiry."

In my view, this sentiment applies with equal force in the present case as the circumstances described are quite similar.

[38] I am aware that there is a minor child involved, and that the child's best interests are of paramount importance, however, I am mindful that the applicants' offer for alternative accommodation still stands and is in the same town of Klawer where the first respondent resided prior to occupying the farmhouse. The first respondent and his family will not be rendered homeless if he elects to accept the applicants' offer for alternative accommodation.

ORDER

[39] In the result the following order is made:

1. The first respondent and all persons occupying through him, in occupation of the farmhouse (and the four camps) described above, are ordered to vacate the farm on 31 March 2023 with all his animals. Should they fail to do so, the Sheriff of this court (or her / his deputy) is authorized to evict the first respondent and all persons occupying through him from the farm with all their belongings and animals on 3 April 2023.

2. The first respondent is ordered to pay the costs of the applications on 28 July 2022 and 26 January 2023 including counsel's fees.

RALARALA, AJ

WESTERN CAPE HIGH COURT

COUNSEL FOR THE APPLICANT:

ADV RUDI DE WET

INSTRUCTED BY:

GUSTAV DE VRIES INC

COUNSEL FOR THE FIRST RESPONDENT:

ADV RENE CARSTENS/ LEGAL AID