Reportable:	YES / NO
Circulate to Judges:	YES / NO
Circulate to Magistrates:	YES / NO

IN THE HIGH COURT OF SOUTH AFRICA
(Northern Cape High Court, Kimberley)

Case No: 1790/2012
Heard: 19/04/2013
Delivered: 07/06/2013

In the matter between:

LIHANNA ISABELLA SNYMAN N.O **First Applicant**
JOHANNES HENDRICK SNYMAN **Second Applicant**

v

MINA LIMANI **First Respondent**

REGISTRAR OF CLOSE CORPORATIONS **Second Respondent**

MASTER OF THE HIGH COURT **Third Respondent**

JUDGMENT

MAMOSEBO AJ

INTRODUCTION

[1] The first applicant, Lihanna Isabella Snyman, is the executrix of the estate of the late Hendrik Tjaart Snyman (Snyman Snr), appointed as such on 02 July 2012 under letters of executorship 1589/2012. The second applicant is Johannes Hendrik Snyman (Snyman Jnr), a major business man and the son of Snyman Snr. The first respondent is Mrs Mina Limani, executrix of the estate of the late Mr Limani, appointed as such on 02 February

2010 under letters of executorship 299/2010. She was married to the late Mr Limani. The second respondent is the Registrar of Close Corporations, DTI Campus, Block F, Entfutfukweni, 77 Meintjies Street, Sunnyside, Pretoria. The third respondent is the Master of the High Court, Northern Cape, Sol Plaatjie Street, Kimberley. Legal argument was only presented on behalf of Mrs Limani, of all the respondents.

[2] In terms of the notice of motion the Snymans are asking the court to grant them an order in these terms:

2.1 In terms of s35(a) of Act 69 of 1984 Mrs Limani be ordered to attend to the signature of the CK2 document in respect of Postmasburg Steenwerke CC (Steenwerke CC) (CK1995/005728/23) and thereby transferring the 5% interest of the late Mr Limani in Steenwerke CC to Snyman Jnr. Failing which the sheriff of this Court be authorized to sign the transfer documents on Mrs Limani's behalf.

2.2 *Alternatively,* that it be declared that in terms of s 36(1) (d) of Act 69 of 1984, the late Mr Limani has ceased to be a member of Postmasburg Steenwerke CC.

2.3 That the costs be borne by Mrs Limani.

<u>THE BACKGROUND</u>

[3] Snyman Snr established Steenwerke CC, a brick making business, in 1995. He was initially the sole member with a

100% member's interest. Mr Limani became the second member of the corporation on 12 April 2005 with a 5% member's interest while Snyman Snr retained 95% of the member interest. Mrs Snyman sums up how Mr Limani acquired the 5% member interest as follows:

"During 2005, as a gesture of goodwill and in an attempt to become compliant with transformation policies, the deceased [Snyman Snr] transferred 5% of the membership interest in the CC to Limani. The Court is again referred to Annexure C hereto. Limani, however, was still employed as a general worker and received a salary from the CC."

Annexure 'C' is the Certificate issued by the Registrar of Companies and Close Corporations.

[4] Mr Limani passed away on 18 January 2010. Mrs Limani was then appointed executrix in his estate. Snyman Snr passed away on 26 May 2012. Mrs Snyman, his widow, was appointed executrix in his estate. At the time of Snyman Snr's death, Mr Limani still owned the 5% member interest.

[5] This application is brought by the applicants based on s35 (a) and (b) and in the alternative, s36 (1) (d). These sections provide:

35(a) ***Disposal of interest of deceased member –*** *"Subject to any other arrangement in an association agreement, an executor of the estate of a member of a corporation who is deceased shall, in the performance of his or her duties-*

(a) Cause the deceased member's interest in the corporation to be transferred to a person who qualifies for membership

of a corporation in terms of section 29 and is entitled thereto as legatee or heir or under a redistribution agreement, if the remaining member or members of the corporation (if any) consent to the transfer of the member's interest to such person; or

(b) If any consent referred to in paragraph (a) is not given within 28 days after it was requested by the executor, sell the deceased member's interest-

(i) To the corporation, if there is any other member or members than the deceased member;

(ii) To any other remaining member or members of the corporation in proportion to the interests of those members in the corporation or as they may otherwise agree upon; or

(iii) To any other person who qualifies for membership of a corporation in terms of section 29 in which case the provisions of subsection (2) of section 34 shall mutatis mutandis apply in respect of any such sale.

36 ***Cessation of membership by order of court –***

(1) On application by a member of a corporation a court may on any of the following grounds order that any member shall cease to be a member of the corporation:

(a) subject to the provisions of the association agreement (if any), that the member is permanently incapable, because of unsound mind or any other reason, of performing his or her part in the carrying out of the business of the corporation;

(b) that the member has been guilty of such conduct as taking

into account the nature of the corporation's business, is likely to have a prejudicial effect on the carrying on of the business;

(c) that the member so conducts his or her in matters relating to the corporation's business that it is not reasonably practicable for the other member or members to carry on the business of the corporation with him or her; or

(d) that circumstances have arisen which render it just and equitable that such member should cease to be a member of the corporation:

Provided that such application to a court on any ground mentioned in paragraph (a) or (d) may also be made by a member in respect of whom the order shall apply."

(2) A court granting an order in terms of subsection (1) may make such further orders as it deems fit in regard to-

(a) the acquisition of the member's interest concerned by the corporation or by members other than the member concerned; or

(b) the amounts (if any) to be paid in respect of the member's interest concerned or the claims against the corporation of that member, the manner and times of such payments and the persons to whom they shall be made; or

(c) any other matter regarding the cessation of membership which the court deems fit."

[6] Counsel for the Snymans, Ms Stanton, initially argued this

matter with reference to the said provisions in the Act in conjunction with the sale agreement. However, after argument was presented by Counsel for Mrs Limani, Ms Stanton in reply abandoned the argument pertaining to the agreement and confined herself to sections 35 and 36 of the Act. She contends that this application is not about the existence of an association agreement or whether the unsigned sale agreement is an original or not but it is based on what the effect of provisions of sections 35 and 36 of the Act entail.

[7] This argument by Ms Stanton clearly misses the point because the very same sections permit the creation of an association agreement. If they are read with s44 (2) of the Act then it defies the rules of interpretation to argue in complete disregard of an essential document of a corporation like an association agreement.

[8] It was further argued by Ms Stanton, in somewhat contradictory fashion, that Snyman Snr and Mr Limani entered into a written association agreement which was signed by both; and that notwithstanding a diligent search the signed original or a copy thereof could not be traced. An unsigned copy of this alleged sale agreement has been attached as Annexure 'E' to the Snymans' papers. Mr Moller, who had presumably drafted this agreement and has made a confirmatory affidavit, confirms that Snyman Snr has complied with his side of the agreement by making a Momentum Policy payment of R126 500,00 to Mrs Limani. This payment aspect is vehemently disputed by Mrs Limani. She says that the policy matured while Mr Limani was

still alive and was paid out during his (Mr Lumani's) lifetime.

[9] Mr Limani's 5% member interest has allegedly been valued by an accountant and an independent valuator commissioned by the Snymans' at R73 174, 70 on 29 September 2011. Clause 5.2 of the purported purchase and sale agreement ("koop en verkoopooreenkoms") marked Annexure 'E', said to have been entered into between Snyman Snr and Mr Limani, reads as follows:

"*Die waarde van 'n lid se belang en vordering kan van tyd tot tyd wissel en die lede moet binne 'n tydperk van nie meer as 12 maande na datum van ondertekening van hierdie kontrak, en ook elke jaar daarna, dit wil sê, binne 'n tydperk van 12 maande gereken vanaf 'n vorige datum, 'n waardasie van die lede se belange en vorderings doen of laat doen en die geldwaardes aldus vasgestel, in die bylae aanteken of laat aanteken en die lede moet 'n sodanige aantekening, as ook die datum van die aantekening, bekragtig deur dit te onderteken."*

Mrs Limani claims not to be aware of the existence of this purported sale agreement. Nevertheless, from this disputed sale agreement, it is clear that the valuation should have been carried out by an auditor on an annual basis (clauses 5.6 and 5.7 thereof).

[10] Based on this valuation, and in lieu of the payment of this R73 174, 70 the applicants maintain that Mrs Limani (as executrix) and Snyman Snr have agreed that Snyman Snr will pay her two instalments of R78 585, 30 each towards an ABSA

financial Vehicle and Asset and R23 308, 00 to settle the outstanding loan on Mr Limani's immovable property. According to Snymans Mrs Limani had allegedly agreed to sign the transfer documents in respect of the 5% member interest upon receipt of the payment of the said amounts. However, it was claimed, Mrs Limani reneged on the deal.

[11] One of the arguments by the Snymans is that the association agreement provides for a sale agreement in the event of the termination of a member's membership through death. It was argued that logically therefore a deceased member's interest in the CC has to be sold to the remaining member. They further contend that in terms of this sale agreement Snyman Snr had, upon the passing away of Mr Limani, become entitled to purchase the interest from Mr Limani. The purchase price would be stipulated in the sale agreement.

[12] The current position is that both members have died. Their widows are both executrixes of their respective estates. How can it be argued that Snyman Snr remains a member but Mr Limani not, and if he remains a member he must give up his interest. This argument is not based on any supporting documentation and is inexplicable.

[13] Snyman Snr left a Last Will and Testament dated 20 March 2012. It is this will that appoints Mrs Snyman executrix in his estate but if she declines Snyman Jnr was to be the executor. Snyman Snr left his 95% member interest to Heine Trust under Registration No. IT 91/2003. It records that in the event that

the Trust declines the inheritance Snyman Jnr was to become the beneficiary of the 95% interest. The testator made a stipulation in the will that a payment of R400 000.00 had to be made to the ANĖ-MARIE TRUST Registration No. IT89/2003 within 9 months of his death. In the event that this condition is not met the bequest will expire and the assets will form part of the general residue in his estate.

[14] Section 29 of the Act deals with the requirements for membership of a CC. Section 29(1) thereof provides that subject to subsection (1A) or (2) (b) and (c), only natural persons may be members of a corporation and no juristic person or trustee of a trust *inter vivos* in that capacity shall directly or indirectly (whether through the instrumentality of a nominee or otherwise) hold a member's interest in a corporation. Subsection (3)(e) stipulates that:

"The provisions of paragraphs (c) and (d) shall not affect the power of such representative, as from the date of his or her assuming office, and whether or not any such amended founding statement has been lodged, to represent the member concerned in all matters in which he or she himself or herself as a member could have acted, ***until the interest of that member in the corporation has in accordance with the provisions of this Act been transferred to any other qualified person."*** (My emphasis).

[15] What falls for determination is whether in terms of sections 35 and/or 36 of the Close Corporations Act, 69 of 1984, Mrs Limani

could be ordered to sign the CK2 documents to transfer the 5% member interest to the Snymans. Alternatively, whether it can be ordered that Mr Limani shall cease or had ceased to be a member of Steenwerke CC.

THE ISSUES

[16] Mr Da Silva, for Mrs Limani, addressed me on several points *in limine.* First, whether the Snymans have *locus standi* to bring this application; Second, that the application is brought prematurely; Third, the existence of disputes of fact; and Fourth, the non-joinder of the corporation. The above exposition (paras 1-15) will expedite dealing with these preliminary points in light of the facts set out and the context given.

Locus Standi

[17] Mrs Snyman's founding and replying affidavits are silent with regards to whether she now owns this 95% member interest. All that she states is that she is the executrix. In para 5.19 of her founding affidavit she says: *"In terms of clause 5.3 of the deceased's last will and testament, attached hereto as Annexure M, the second applicant [Snyman Jnr] inherited the deceased's interest in the CC."* This statement is couched in the past tense, meaning that the inheritance has already happened. If this statement is correct, it means that Mrs Snyman does not have control over the 95% member interest, beyond her powers as an executrix. It is on this basis that her *locus standi* has been challenged by Mrs Limani.

[18] Clause 5.3 of Snyman Snr's Last Will and Testament states:

"My ledebelang in POSTMASBURG STEENWERKE BK Reg nr CK 95/005728/23 en enige uitstaande lenings of ander bedrae geld wat gemelde beslote korporasie aan my verskuldig mag wees aan die trustees, in hul verteenwoordigende hoedanigheid, van die HEINE TRUST Reg nr. IT 91/2003. Die trustees moet hierdie bemaking gebruik en aanwend tot voordeel van die begunstigdes van die trust, onderworpe aan die bepalings van die gemelde trustakte. Indien die trust nie meer by my afsterwe bestaan nie, of indien die trustees nie die bemaking kan of wil aanvaar nie bemaak ek die bate aan my seun JOHANNES HENDRIK SNYMAN. Hierdie bemaking is onderhewig aan die voorwaarde dat HEINE TRUST 'n kontantbedrag van R400 000 (Vier Honderd Duisend Rand) as bemaaksom aan die trustees, in hul verteenwoordigene hoedanigheid, van die ANẺ-MARIE TRUST Reg nr IT 89/2003 sal betaal binne 9 (Nege) maande na my afsterwe. Indien daar nie aan die voorwaarde voldoen word nie, sal die bemaking verval en die bates deel van die restant van my boedel vorm."

[19] On the papers it is evident that the trustees rejected the bequest of the 95% member interest; as it is said, they did not adiate. Snyman Snr died on 26 May 2012. Calculating 9 months from that period means that the suspensive condition for the payment of R400 000 to the ANẺ-MARIE TRUST expired unfulfilled in February 2013. There is no proof in the papers before me nor was it argued that this payment has been made. It is accordingly safe to infer that the 95% member interest is located in the general residue of the estate of Snyman Snr.

[20] Mrs Snyman avoids explaining in her founding statement who

holds the 95% member interest. There is also nothing to substantiate Mrs Snyman's claim that Mr Limani's 5% member interest forms part of Snyman Snr's estate. Logically Mrs Snyman could not acquire the member interest either. It must be borne in mind that Snyman Snr died about two years after Mr. Limani's death.

[21] Apart from the fact that he is a potential beneficiary under his father's will Snyman Jnr has not shown any other basis upon which he could claim to have a substantiated interest in this application. In her founding affidavit (para 5.19) Mrs Snyman claims that her son (Snyman Jnr) has inherited the 95% member interest from his father, Snyman Snr. Snyman Jnr in his confirmatory affidavit merely confirms the content and correctness of Mrs Snyman's founding affidavit insofar as it relates to him. I have already explained why, in my view, the 95% member interest of Snyman Snr now resides in the residue of Snyman Snr's estate.

[22] As a widow in her late husband's estate and having been instituted executrix therein, together with the fact that she is a potential beneficiary under the will (now that it seems that the testator's bequest is shown to have fallen into the general residue of his estate). I am satisfied that Mrs Snyman (the first applicant) has *locus standi* to bring this application. Snyman Jnr also has *locus standi* on the basis that his father's will provides that:

"*Indien die trust nie meer by my afsterwe bestaan nie, of indien die trustees nie die bemaking kan of wil aanvaar nie bemaak ek* *die bate aan my seun Johannes Hendrick Snyman".*

As a son Snyman Jnr would also be entitled to a child's share under our Common Law of Succession as the 95% member interest seems to be located in the general residue of the estate.

Application premature

[23] The contention by Mrs Limani is that this application has been prematurely brought to court. The question asked is what have the applicants done prior to bringing this matter to court? There is no correspondence filed in their papers that show that any communication between them and Mrs Limani addressing this issue took place. It is also undisputed that at no stage was Mrs Limani furnished with a copy of the purported sale agreement, Annexure 'E' to the Snymans' papers. She was not even informed of its existence. In a letter dated 06 September 2010 her attorneys Louw and Da Silva Attorneys, addressed to Snyman Snr, this request:

"Afskrifte van enige en alle ooreenkomste (indien enige) wat aangegaan is tussen die lede van die BK oor die bedryf van die BK se sake."

Despite this request Mrs Limani was not provided with any documents. Her counsel argues that she does not have the financial means to litigate and, therefore, had this matter been canvassed with her prior to approaching court it may probably have been settled out of court.

[24] Ms Stanton's argument in her submission that the application is not brought prematurely submitted that Mrs Limani was granted valuation certificates and has not disputed their veracity. It is clear from the content of the letter from Louw and Da Silva dated 15 November 2010 that Mrs Limani reserved the right to dispute the valuation because in that same letter the attorneys requested the financial statements of the corporation for the past three years which were not furnished.

[25] When a point is raised as an objection to court proceedings that the application or the court action has been brought prematurely it is meant that the applicant/plaintiff should have complied with certain statutory prescripts or common law principles or rules and regulations or contractual obligations or certain processes or procedures prior to seeking a remedy in court. For example in **Bengwenyama Minerals v Genorah Resources** 2011(4) SA 113 (CC) the Court set aside a decision granting prospecting rights to **Genorah Resources** despite their failures to observe four steps in relation to the consultation process required by s16(4) of the Mineral and Petroleum Act, 24 of 2008 (at 140D-H: paras 67 and 68). On premature applications and failure to observe internal remedies, see further **Ramakatsa v Magashule** 2013 (2) BCLR 202 (CC) at 210B-211H (paras 25-30).

[26] The Snymans' case was really that they required Mrs Limani to sign the CK2 documents to transfer the late Mr Limani's 5% interest to the Snymans and that she refused to do so. It is

undisputed that Mrs Limani persisted in her refusal to sign to date hereof. If it was not so this application would have been avoided because she shall have signed. The Snymans were entitled to approach this Court to have their dispute resolved (s34 of the Constitution of the Republic of South Africa, 108 of 1996).

The premature point *in limine* must therefore fail.

Joinder as a party

[27] It is contended on behalf of Mrs Limani that the close corporation, Postmasburg Steenwerke CC, should have been joined as a party because it also has an interest in the matter. Mr Da Silva argued that when a member's interest is sold, in terms of s35 (b) of the Act, it shall first be offered for sale to the corporation, if any member or members other than the deceased member remains. The non-joinder of the corporation is therefore prejudicial to the corporation. In her submission in this regard, Ms Stanton argued that the provisions in sections 29, 35 and 36 do not require a close corporation to be joined.

[28] S 29 (1) of the Close Corporations Act, 69 of 1984 states:

"Subject to subsection (1A) or (2) (b) and (c), only natural persons may be members of a corporation and no juristic person or trustee of a trust inter vivos in that capacity shall directly or indirectly (whether through the instrumentality of a nominee or otherwise) hold a member's interest in a corporation."

Mrs Limani is the executrix of Mr Limani's estate which incorporates the 5% member interest. S 29(3)(c) states that:

*"A trustee of an insolvent estate, administrator, **executor**, or curator, or other legal representative, referred to in subsection (2)(c), in respect of any member of a corporation, who is not obliged or **who does not intend to transfer the interest of the member** in the corporation in accordance with the provisions of this Act within 28 days of his or her assuming office to any other person, shall within that period, or any extended period allowed by the Registrar on application by him or her, request the existing member or members of the corporation to lodge with the Registrar in accordance with section 15(1) an amended founding statement designating him or her, nomine officii, as representative of the member of the corporation in question."*

S 29(3)(e) reads:

*"The provisions of paragraphs (c) and (d) shall not affect the power of such representative, as from the date of his or her assuming office, and whether or not any such amended founding statement has been lodged, to represent the member concerned in all matters in which he or she himself or herself as a member could have acted, **until the interest of that member in the corporation has in accordance with the provisions of this Act been transferred to any other qualified person."*** (My emphasis).

[29] The head note in ***Boerboonfontein v La Grange NO 2011 (1) SA 58 (WCC) at 59H-60A*** summarizes the effect of section

29(3)(e) as follows:

"The effect of s29(3)(e) is that such representative, from the date of his or her appointment as trustee of an insolvent estate, administrator, executor, or other trustee, whatever the case might be, has the competence to represent the member concerned in all matters in which he could have acted as a member. This entails that the executor (as in the present case) is entitled to act in connection with the affairs of the corporation, as if he is a registered member of the corporation, notwithstanding the fact that an amended founding statement was not registered. A feature of this representative power is that the executor is entitled to receive notice of any meeting of members. He is also entitled to attend any such meeting and to exercise the voting rights attached to the deceased's member's interest. The executor is therefore an 'other person entitled to attend a meeting of members' as intended in s48 (1) of the Act.

[30] Mrs Snyman, like Mrs Limani, is an executrix, appointed to deal with the estate of her late husband. There is no justification, at least on the submitted papers before me and in the argument presented, why she should not enjoy the protection of the provisions of s29(3)(e) and be regarded as a person who is qualified and competent to represent Mr Limani in his 5% interest.

[31] Ms Stanton argued that the statement that the "executor shall dispose of interests" in s35 of the Act is referring to a situation that Mrs Limani finds herself in of having an obligation to dispose of Limani's interest. Her submission in this regard pertaining to

the provision of s35 is incorrect. This section simply says in the absence of any other arrangement contained in the association agreement an executor of an estate of a member who is deceased shall, in performing his or her duties, have an option either to transfer such member interest to any qualified person through consent or, where consent is lacking, sell the member interests to either the corporation or any other remaining member or members or any person who qualifies. It does not , in my understanding, compel Mrs Limani to give up what rightfully belongs to the estate that she has been appointed executrix for; unless if, which is now a point in dispute, the association agreement was produced which could have contained a directive as to what should be done.

[32] It will be noted that my discussion on the non-joinder issue further fortifies my finding that in particular Mrs Snyman as executrix had *locus standi* to launch these proceedings. Having regard to all the matters dealt with above and the principles enunciated in ***Amalgamated Engineering Union v Minister of Labour*** *1949 (3) SA 637 A at 649.* I am satisfied that there has not been any non-joinder. In addition even if Postmasburg Steenwerke CC could have been joined I am satisfied that such joinder could not have taken the matter any further as all issues were properly ventilated. There can therefore be no prejudice to the CC.

The non-joinder point taken is also dismissed.

[33] In her founding affidavit Mrs Snyman states that Snyman Snr

has instructed Mr Martin Moller to draft a sale agreement, the controversial unsigned version, which is incorporated into the association agreement. No reference was ever made to any signed agreement in any correspondence between the parties or their lawyers over the years. Mrs Limani accordingly strenuously disputes the existence of a written sale agreement authorizing the transfer of Mr Limani's 5% interest in the Steenwerke CC to Snyman Snr or a successor in title.

THE DISPUTES OF FACT

[34] There are clearly material disputes of fact not soluble on the papers, in particular pertaining to the existence or non-existence of a written association agreement. If the Snymans persist in their claim that Annexure "E" is genuine or a true copy of or replica of the said Annexure "E" then this stalemate can only be resolved through oral evidence or cross-examination in a trial in due course. There is also a material dispute concerning who the Momentum Policy belonged to or who the proceeds were paid to, when and why this was done. The valuation certificate concerning how much Mr Limani's 5% member interest is worth constitute a further material dispute of fact.

[35] None of the parties has invoked the provisions of Rule 6(5)(g) to request that anyone who deposed to an affidavit be subjected to examination or cross-examination or that the matter be referred to trial with appropriate directions as to pleadings or definition of issues. In the circumstances a final order can only be granted if the facts stated by Mrs Limani (as a respondent) together with

the facts alleged by the Snymans (the applicants) that are admitted by Mrs Lumani justify such an order. If I am satisfied as to the inherent credibility of the Snymans' (the applicants') factual averments, I may proceed on the basis of the correctness thereof and include this fact among those upon which a Court determines whether the applicants (Snymans) are entitled to the final relief sought. See **Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd 1984 (3) SA 623 (A) at 634E–635C; National Director of Public Prosecutions v Zuma 2009 (2) SA 277 (SCA) at 289C-291C.**

The first respondent's (Mrs Limani's) point *in limine* on the material dispute of fact is sustained.

[36] First applicant must show that Annexure 'E' is final and binding. What is before Court now regarding Annexure 'E' is mainly hearsay or at best uncontested circumstantial evidence? I do not have any record or evidence under oath by any witness stating how the search for the signed agreement was conducted. Sec 44(2) of the Act states:

"A corporation shall keep any association agreement at the registered office of the corporation where any member may inspect it and may make extracts there from or copies thereof."

It remains inexplicable why to date, the first respondent has not been furnished with signed copies of this association agreement.

[37] In the premises on a holistic view of this application I am

satisfied that no proper case has been made by the applicants (the Snymans) for the relief sought and must be dismissed with costs.

[38] The following order is made:

ORDER:

The application by the applicants, Lihanna Isabella Snyman NO and her son Johannes Hendrick Snyman, that the first respondent, Mina Limani, be ordered to sign certain documents pertaining to the transfer of her late husband's 5% member interest to Posmasburg Steenwerke CC, and ancillary relief sought, is dismissed with costs.

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M C MAMOSEBO
ACTING JUDGE
Northern Cape High Court, Kimberley

On behalf of the Applicant:	**Adv. A Stanton**
Instructed by:	Duncan & Rothman Attorneys
On behalf of the Respondent:	**Mr A Da Silva**
Instructed by:	Elliot Maris Wilmans & Hay Attorneys