

REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG

Case Number: 18284/2022
Date: 08-01-2025

(1)	REPORTABLE: NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: YES
<u>27 January 2025</u> [Redacted Signature]	
DATE	BC WANLESS

In the matter between:

MAXHAYI SIYAMANGA

Plaintiff

and

THE BALCONY SHISA AND CHILL

Defendant

JUDGMENT

WANLESS J

Introduction

[1] In this matter, one Siyamanga Maxhayi, adult female (*“the Plaintiff”*), instituted an action (*“the action”*) against The Balcony Shisa and Chill, described in the Plaintiff's Particulars of Claim (*“the POC”*) as *“a firm whose full and further particulars are to the plaintiff unknown”*.

[2] The action is one based squarely in delict and the Plaintiff avers that she has suffered damages arising from injuries sustained as a direct result from slipping and falling on the 9th of April 2022 on the premises owned, *alternatively*, controlled by, the Defendant. At the commencement of the trial on the 28th of May 2022, this Court granted an order (*by consent between the parties*) in terms of subrule 33(4) whereby the issues of liability and quantum were separated and the issue of the quantum of the Plaintiff's damages, if any, was postponed sine die. In the premises, the trial proceeded on the issue of liability only.

[3] It was always the intention of this Court to deliver a written judgment in this matter. In light of, *inter alia*, the onerous workload under which this Court has been placed, this has simply not been possible without incurring further delays in the handing down thereof. In the premises, this judgment is being delivered *ex tempore*. Once transcribed, it will be *“converted”*, or more correctly *“transformed”*, into a written judgment and provided to the parties. In this manner, neither the quality of the judgment nor the time in which the judgment is delivered, will be compromised. For the purposes of the time limits as prescribed in terms of the provisions of subrule 49(1)(b) the date shall be the date upon which the written judgment is uploaded onto CaseLines. This Court is indebted to the transcription services of this Division who generally provide transcripts of judgments emanating from this Court within a short period of time following the delivery thereof on an *ex tempore* basis.

The pleadings

[4] The pleadings in this matter consist of the POC and the Defendant's Plea (*"the Plea"*).

Common cause facts arising from the pleadings and agreed between the parties in terms of Rule 37

[5] These facts are:

5.1 the identity, description and address of the Defendant;

5.2 that this Court has jurisdiction to entertain the matter;

5.3 that at all material times the premises known as Sandton View Lifestyle Estate, 4th Street, Arkwright Avenue, Wynberg, Johannesburg, Gauteng (*"the premises"*), were owned, *alternatively*, under the control of, the Defendant; and

5.4 on or about the 9th of April 2022 the Plaintiff was present on the premises.

Issues arising from the pleadings

[6] In the POC the Plaintiff avers that the Defendant breached its duty of care owed to the public and, in particular the Plaintiff, to ensure that the Plaintiff did not slip on the wet floor in the premises, thereby injuring herself, in that:

"6.1 the Defendant failed to ensure that the floors and surrounding areas, and in particular the staircase where the plaintiff fell was safe to the general public;

6.2 the Defendant failed to inform the general public and in particular the Plaintiff, that the floors and surrounding areas were wet and slippery by placing warning signs around the wet and slippery floor;

6.3 the Defendant failed to take reasonable precautions to prevent the incident, when by the exercise of reasonable care it could and should have done so.”¹

[7] In the Plea, when pleading to subparagraph 5.2 and paragraphs 6 to 8 inclusive of the POC, the Defendant averred (*verbatim*) as follows:²

“6.1 Defendant denies the allegation in this paragraph as herein so set out and in particular, denies that the Plaintiff slipped on a wet floor.

6.2 In implication (*sic*) of such denial, the Defendant avers that,

6.2.1 The Balcony Shisa nyama (herein referred to (*sic*) Shisa nyama) is a pub and serves food and alcohol beverages.

6.2.2 The Shisa Nyama entrance displays the disclaimer of liability (Find attached copy of the disclaimer annexed marked A).

6.2.3 The Plaintiff was in a (*sic*) company of a female companion arrived (*sic*) 2-3 hours prior to the accident.

6.2.4 The incident occurred between 24h00 and 01h00 in the early hours of the morning.

6.2.5 The Plaintiff wore high heel shoes on the day in question.

6.2.6 The Plaintiff and her female friend ordered six large X long inland land (*sic*) cocktails on the day in question (Find attached the copy of receipts marked B)

6.2.7 The long inland (*sic*) cocktail is (*sic*) mixture of (*sic*) variety of alcohol spirit blends, which *inter alia* has about 40-47% per alcohol on (*sic*) each blend.

¹ Paragraph 8 of the POC; *emphasis added*.

² Subparagraphs 6.1 to 6.4.4 inclusive of the Plea; *emphasis added*.

6.2.7(repeated incorrectly) The Plaintiff was seated at the Balcony, which the floor (sic) is rubberised floor.

6.3 The incident occurred solely as a result of the Plaintiff (sic) negligence, which (sic) was negligent in one or more of the following respects:

6.3.1 The Plaintiff failed to observed (sic) the disclaimer.

6.3.2 The Plaintiff fell as a result of the type of shoes that she wore combined with the alcohol consumed.

6.3.3 The Plaintiff (sic) consumption of alcohol on the day rendered her consciousness diminished.

6.3.4 The Plaintiff initially fell at the balcony and then proceeded towards the bathroom when she had her second fall.

6.3.5 The Plaintiff failed to take pre caution (sic) and proper lookout (sic).

6.3.6 The Plaintiff failed to avoid the incident by not observing the surroundings.

6.3.7 The Plaintiff entered the premises of the Defendant entirely at their (sic) own risk, as envisaged by the disclaimer.

6.3.8 The Plaintiff failed to observe the disclaimer on the day in question.

6.3.9 The Plaintiff failed to pay attention regarding safety measures.

6.4 The Defendant exercised the duty of care at all material times inter alia :

6.4.1 The Defendant has (sic) displayed a disclaimer at the main entrance as a caution to all customers

6.4.2 The Defendant has no control on the effect of the alcohol consumed by customers

6.4.3 The Defendant has cautioned customers that they are entering the premises at their own risk and does not accept any liability arising from negligence of whatever nature.

6.4.4 The Defendant denies that the Plaintiff fell at the staircase, but initially fell at the floor of the Balcony (sic) then stood up and proceeded towards the bathrooms where she fell for the second time."

[8] It is important to note that, when ensuring that all of the issues were properly canvassed at trial, this Court enquired from the Defendant's Counsel as to whether the Defendant would seek to rely on an apportionment of damages in terms of the *Apportionment of Damages Act 34 of 1956* ("the *Apportionment Act*"). This had not been pleaded by the Defendant. In the premises, the Defendant could not rely upon any contributory negligence on behalf of the Plaintiff. Upon enquiry, Counsel for the Defendant advised this Court that the Defendant would not seek such an amendment before this Court heard the *viva voce* evidence of the various witnesses on behalf of the parties. The Defendant did however reserve its rights to argue that it could rely upon contributory negligence on the part of the Plaintiff, in terms of the *Apportionment Act*, without effecting an appropriate amendment to the Plea. No such amendment was ever sought by the Defendant. This point was never argued on behalf of the Defendant at the end of the trial and no mention thereto is made in the Defendant's Head of Argument. Arising therefrom, this Court is satisfied that the Defendant cannot rely on an apportionment of damages in respect of the issue of negligence in the present matter. Following therefrom, in the event of the Plaintiff proving, on a balance of probabilities, some negligence on behalf of the Defendant, then the Defendant would be liable to compensate the Plaintiff in respect of all (100 percent) of her proven damages.

The issues

[9] Whether or not the Defendant is liable to compensate the Plaintiff in respect of the damages sustained by her arising from her slipping and falling on the premises, thereby injuring herself as a result thereof, depends upon:

9.1 whether the Defendant is excused from all liability in terms of the disclaimer notice (*"the notice"*) the Defendant alleges was displayed at the premises at the time of the incident; and

9.2 if not, whether the Plaintiff has proved, on a balance of probabilities, that the actions or omissions of the Defendant make the Defendant liable, in delict, to compensate the Plaintiff in respect of her damages.

[10] For fairly obvious reasons, namely, that a finding that the notice excludes the Defendant from liability, this issue will be dealt with first.

The law in respect of disclaimer notices

[11] The leading decision on the issue as to when a defendant or respondent can avoid liability, is that of *Durban's Water Wonderland (Pty) Ltd v Botha and Another*³ The findings by the Supreme Court of Appeal (*"the SCA"*) in that matter are particularly pertinent to various issues raised in the present matter.

[12] In the first instance the SCA, in this oft-cited decision, when considering the proper construction to be placed upon the disclaimer in question, noted⁴ that the correct approach had been well-established and held:⁵

"If the language of a disclaimer or exemption clause is such that it exempts the proferens from liability in express and unambiguous terms effect must be given to that meaning. If there is ambiguity the language must be construed against the proferens. (see Government of the Republic of South Africa versus Fiber Spinner & Wievers (Pty) Ltd 1978 (2) SA 794 (A) at 804 C.).

But the alternative meaning upon which reliance is placed to demonstrate the ambiguity must be one to which the language is fairly susceptible; it must

³ 1999 (1) SA 982 (SCA).

⁴ At page 10.

⁵ At pages 10 and 1.

not be 'fanciful' or 'remote' (cf) *Canada Steamship Lines Ltd versus Regem* [1952] 1 ALL ER 305 (PC) at 310 C/D).

[13] Secondly, the SCA had to consider whether the terms of the disclaimer were incorporated into the contract which was entered into by the First Respondent with the Appellant when she purchased tickets for the ride in the Appellant's Amusement Park ⁶ In this regard, the SCA held:

"The respondents' claims were founded in delict. The appellant relied on a contract in terms of which liability for negligence was excluded. It accordingly bore the onus of establishing the terms of the contract. (The position would have been otherwise had the respondents sued in contract. See Stocks & Stocks (Pty) Ltd versus TJ Daley & Sons (Pty) Ltd 1979 (3) SA 754 (A) at 762 E/767C)

The principles applicable to so-called 'ticket cases' apply mutatis mutandis to cases such as the present where reliance is placed on the display of a notice containing terms relating to a contract. (See Joubert The Law of South Africa vol 5, part 1 (first reissue) par 186.) Had Mrs Botha read and accepted the terms of the notices in question there would have been actual consensus and both she and Mariska's guardian, on whose behalf she also contracted, would have been bound by those terms. Had she seen one of the notices, realised that it contained conditions relating to the use of the amenities but not bothered to read it, there would similarly have been actual consensus on the basis that she would have agreed to be bound by those terms, whatever they may have been. (Central South African Railways v James 1908 TS 221 at 226.) The evidence, however, did not go that far. Mrs Botha conceded that she was aware that there were notices of the kind in question at amusement parks but did not admit to having actually seen any of the notices at the appellant's park on the evening concerned, or for that matter at any other time. In these circumstances, the appellant was obliged to establish that the respondents were bound by the terms of the disclaimer on the basis of quasi-mutual assent. This involved an inquiry whether the appellant was reasonably

⁶ At page 15 onward.

entitled to assume from Mrs Botha's conduct in going ahead and purchasing a ticket that she had assented to the terms of the disclaimer or was prepared to be bound by them without reading them. (see *Stretton v Union Steamship Company (Limited)* (1881) 1 EVC 315 at 330/331; *Sonap Petroleum (SA) (Pty) Ltd* (formally known as *Sonarep (SA) (Pty) Ltd v Pappadogianis* 1992 (3) SA 234 (A) at 239F/240B.) The answer depends upon whether in all the circumstances the appellant did what was 'reasonably sufficient' to give patrons notice of the terms of the disclaimer. The phrase 'reasonably sufficient' was used by Innes CJ in *Central South African Railways v McLaren* 1903 TS 727 at 735. Since then various phrases having different shades of meaning have from time to time been employed to describe the standard required. (see *King's Car Hire (Pty) Ltd versus Wakeling* 1970 (4) SA 640 (N) at 643G/644A). It is unnecessary to consider them. In substance they were all intended to convey the same thing, viz an objective test based on the reasonableness of the steps taken by the proferens to bring the terms in question to the attention of the customer or patron." ⁷

[14] Pursuant to *Durban Water Wonderland* there have been no other decisions having a material bearing thereon. To the contrary, as far as this Court is aware, the principles as enunciated therein have only received approval and/or been followed by our courts. Certainly, neither party in the present matter before this Court has sought to argue that those principles should *not* be followed. In fact, in argument before this Court, both parties relied thereon. Arising therefrom, this Court will not burden this judgment unnecessarily by referring to numerous decisions where reference to *Durban Water Wonderland* has been made.

The evidence pertaining to the alleged disclaimer notice

⁷ At pages 15 to 18.

[15] In the present matter the disclaimer notice (*"the notice"*) reads as follows:

“
DISCLAIMER OF LIABILITY

All persons entering these premises, or using any amenities or facilities on these premises, do so entirely at their own risk and subject to the following conditions:

These premises are private property and the owner, manager and/or operator of these premises reserves the right to refuse admission or entry to any person.

These premises may be monitored by CCTV surveillance.

The owner, manager and/or operator of these premises, amenities and facilities and its directors, officers, employees, agents and representatives do not accept any liability whatsoever for any injury or death of any person or the loss or destruction of or damage to any property, whether arising from fire, theft or any other cause whatsoever and by whomsoever caused or arising from negligence or gross negligence or wrongful acts or omissions of the owner, manager and/or operator of the restaurant or its directors, officers, employees agents and representatives.”⁸

[16] Only the Plaintiff herself testified in support of her claim against the Defendant. Whilst the Plaintiff was a single witness the Defendant relied upon the *viva voce* evidence of two witnesses, namely Takura Waniwa (*"Waniwa"*) and Tebogo Eunice Makgato (*"Makgato"*).

[17] Waniwa is employed by the Defendant in the fields of operations, events and marketing. He was so employed on the 9th of April 2022. In relation to the notice, he testified that when the business was purchased by the Defendant from the previous owner, one *"Nathan"*, the notice was already

⁸ *Emphasis added.*

in place, hanging on the wall inside the premises when one entered through the front or main door. Waniwa further testified that the notice had remained in the same position pursuant to the Defendant purchasing the business as aforesaid and carrying on business from, *inter alia*, the premises. Further, it was the testimony of this witness that on the 9th of April 2022 the notice was hanging on the wall of the premises as aforesaid and was clearly visible to all patrons entering the premises.

[18] A close-up photograph of the notice was attached to the Defendant's Plea and was, by consent between the parties, entered into evidence as an exhibit. It is clear therefrom that, *inter alia*, the heading thereof, namely "DISCLAIMER OF LIABILITY" is in large print and distinct from the remainder of the content thereof. In the premises, the "*purpose*" of the notice would be immediately drawn to the attention of any person entering the premises through the front or main door. The contents of the notice itself are divided up into four paragraphs, each distinct from one another, in slightly smaller print but nevertheless of a size that would make these paragraphs easily visible. Certainly, it was never an issue between the parties that this was not the case.

[19] When she testified on behalf of the Defendant, *Makgato* stated that, *inter alia*, she had trained at the premises during March 2021 to become a waitress and had, since then, been employed as such by the Defendant at the premises. She further testified that during this entire period (*including the 9th of April 2022*) the notice had been displayed as set out above.

[20] The Plaintiff, during the course of her evidence-in-chief, testified that there were no disclaimer notices displayed at the premises on the 9th of April 2024. However, under cross-examination, she testified that when she returned to the premises on the 30th of April 2022 the notice was displayed at the premises as described earlier in this judgment. Further, when the contents of the notice were put to her, she confirmed that she understood the meaning thereof.

Discussion

[21] When deciding whether the Defendant is exempted from liability, it is necessary to apply the correct principles of law to the facts of the present matter.

[22] Firstly, it may be accepted by this Court that the Plaintiff did not seriously dispute (*if she disputed at all*) that the language of the notice exempted the Defendant from liability resulting from the Plaintiff slipping and falling on the floor at the premises, thereby injuring herself as a result of the floor of the premises being wet. This finding is clear from the contents of the notice itself. The notice expressly exempts the Defendant from liability and the language used is unambiguous. Therefore, effect must be given to the terms of the notice.

[23] The principal issue to be decided by this Court is whether the terms of the notice were incorporated into the contract entered into between the Plaintiff and the Defendant when the parties agreed that, *inter alia*, the Plaintiff would enter the premises and use the amenities/facilities on the premises.

[24] In this regard, the onus falls upon the Defendant to prove, on a balance of probabilities, the terms of that contract. As further held by the SCA in *Durban's Water Wonderland*⁹ the principles applicable to so-called "*ticket cases*" apply *mutatis mutandis* to cases where reliance is placed on the display of a notice containing terms relating to a contract.

[25] Similar to *Durban's Water Wonderland* the evidence in the present matter did not establish actual consent pertaining to the incorporation of the terms of the disclaimer into the contract. In this regard, the Plaintiff denied seeing any notice displayed on the wall of the premises when she entered through the front or main door thereof on the 9th of April 2024. Arising therefrom, it was incumbent upon the Defendant herein to establish that the

⁹ At page 15.

Plaintiff was bound by the terms of the disclaimer on the basis of *quasi-mutual* assent.¹⁰

[26] Whether the defendant can rely on *quasi-mutual* assent depends upon, *inter alia*, whether the Defendant was reasonably entitled to assume, from the Plaintiff's conduct in entering the premises, that she had assented to the terms of the notice or was prepared to be bound by them without reading them.¹¹ As also held in *Durban's Water Wonderland*.¹² The answer to the foregoing depends upon whether, in all the circumstances, the Defendant did what was "*reasonably sufficient*" to give customers or patrons notice of the terms of the disclaimer (the notice). This is an objective test based on the reasonableness of the steps taken by the Defendant to bring the terms of the notice to the attention of customers or patrons.

[27] These objective facts have already been dealt with herein. In the opinion of this Court, having carefully considered all of the relevant facts of this matter, viewed objectively, that the Defendant has proved, on a balance of probabilities, that not only was the notice displayed on the wall of the premises as customers or patrons entered the premises on the 9th of April 2022 but that the Defendant took all reasonable steps to bring the contents of the notice to the attention of those customers or patrons, with particular reference to the Plaintiff.

[28] Both of the witnesses (*Waniwa and Makgato*) who testified on behalf of the Defendant, were credible and reliable. In this regard and despite the fact that they are employees of the Defendant, both of them impressed this Court, *inter alia*, by their demeanour when they testified and were subjected to cross-examination, as being honest witnesses. In addition thereto, there were no material contradictions in their evidence, either in that evidence itself or when comparing their evidence with one another. Moreover, there were no improbabilities in the evidence put forward by them on behalf of the

¹⁰ *Durban's Water Wonderland* at page 16.

¹¹ *Durban's Water Wonderland* at page 17.

¹² At page 17.

Defendant. Arising therefrom, this Court has no hesitation whatsoever in accepting their evidence in respect of the notice.

[29] With regard to the Plaintiff's evidence, it should be noted that she was a single witness. In the circumstances, her evidence should be examined with caution. Also, the fact that the Plaintiff was accompanied on the 9th of April 2022 by her friend, one Mbali, cannot be ignored. Mbali was never called by the Plaintiff to testify before this Court and no reasons were provided to this Court for her failure to do so. Arising therefrom, it would be competent for this Court to draw an adverse inference (*insofar as it is applicable*) against the Plaintiff for her failure to place available corroborating evidence before this Court which would have had the effect of, *inter alia*, alleviating any concerns pertaining to the fact that the Plaintiff was a single witness.

[30] The foregoing factors, whilst deserving of this Court's attention, must ultimately, having particular regard to the nature thereof and the issue to be determined, pale somewhat into insignificance when one considers the probabilities of the evidence placed before this Court at trial.

[31] When one does so, it is clear that the probabilities favour the Defendant's version that the notice was displayed, at the premises, on the 9th of April 2022. In this regard, it is not improbable that (*as testified to by Waniwa*), the notice was already displayed, as testified to, by the previous business which occupied the premises. This was never seriously disputed on behalf of the Plaintiff. Further, it is improbable that the previous business did not display the notice, having regard to, *inter alia*, the obvious advantages of doing so when contrasted to the potentially serious disadvantages of failing to do so.

[32] The fact that the notice was hung on a brick wall of the premises where patrons or customers enter the premises via the front or main door (*as per the uncontradicted evidence of Waniwa*) and the fact that it is clear from the photograph of the notice that the background thereto is a brick wall, supports the version of the Defendant. It is improbable that the Defendant (*as seems to have been submitted on behalf of the Plaintiff*) had displayed the

notice in the most beneficial position at the premises *after* the incident took place on the 9th of April 2022 and before the 30th of April 2022, to support the version of the Defendant as put forward in its Plea and at trial.

[33] The evidence of the Plaintiff that there were no disclaimer notices at the premises on the 9th of April 2022 but the notice was displayed on the 30th of April 2022 when she returned to the premises, is improbable. This is because, *inter alia*, as at the 30th of April 2022 the defence of the Defendant that it could not be liable for any claim by the Plaintiff due to the notice, had not been brought to the attention of the Plaintiff. Certainly, no evidence was placed before this Court, at trial. Also, the Defendant's Plea was only filed some time after the 10th of August 2022. In the premises, the evidence provides no basis for this Court to infer (*as the Plaintiff would have this Court do*) that the Defendant manufactured the notice; displayed it in the most beneficial position to support its case and took a photograph thereof to proffer into evidence. This finding is supported (*to one extent or another*) by the fact that the only contradictory evidence placed before this Court on behalf of the Plaintiff (*apart from her viva voce evidence at trial*) was a photograph of the outside of the premises depicting the entrance to those premises. There were no photographs of the interior of the premises. In particular, there were no photographs of the entrance to the premises where the notice was displayed.

[34] At the end of the day, a proper evaluation of the Plaintiff's evidence is that she did not specifically state that the notice was not displayed as testified to by the Defendant's witnesses. Rather, she disputed it had been displayed on the basis that she had not seen it or could not recall having seen it on the 9th of April 2022. In this regard, it is not a requisite of *quasi-mutual* assent in a matter such as the one presently before this Court that a patron or customer must have actually had sight of and read the contents of, a disclaimer notice when entering the premises. This is, of course, subject to the Defendant proving that it could rely on *quasi-mutual* assent having satisfied the objective test based on the reasonableness of the steps taken by the Defendant to bring the terms of the notice to the attention of the Plaintiff.

[35] In respect thereof, it is clear (*and this Court accepts*) that the notice was prominently displayed at a place where one would ordinarily expect to find any notice containing terms governing the contract entered into when entering the premises of a restaurant selling food and (*particularly*) alcohol, namely at the entrance thereof.¹³ Any reasonable person entering the premises should have observed the notice displayed on the brick wall having entered through the front or main door.¹⁴ In this regard, it was never submitted on behalf of the Plaintiff and no evidence (*either viva voce or documentary*) was ever led to show that, *inter alia*, the notice was too small; the print dealing with the contents of the notice was too small and/or illegible, or that the view of the notice was obstructed in one way or another.¹⁵

Conclusion

[36] In light of the foregoing, this Court finds that the Defendant has discharged the onus incumbent upon it to prove, on a balance of probabilities, that the Plaintiff is bound by the contents of the notice. Arising therefrom the Defendant cannot be liable, in delict, for any negligence which may have caused the Plaintiff damages and the Plaintiff's action should be dismissed.

[37] Having made this finding, it is unnecessary for this Court to deal with whether the Plaintiff has proved, on a balance of probabilities, that the actions or omissions of the Defendant made the Defendant liable to compensate the Plaintiff in respect of any proven damages.¹⁶

Costs

[38] There are no facts in the present matter (*certainly this Court has not been made aware of any*) that would cause this Court to deviate from the trite

¹³ *Durban's Water Wonderland* at page 18.

¹⁴ *Durban's Water Wonderland* at page 18.

¹⁵ *Cenprop Real Estate Pty Limited and Another v Holtzhausen* (case number 520/2021) [2022] ZASCA 183 (19 December 2022) at paragraphs [14]; [35-38]; *Stearns v Robispec (Pty) Limited* 2020 JDR 0363 (GJ) at paragraphs [26-32].

¹⁶ Paragraph [9] *ibid*.

principle that unless unusual circumstances exist, costs should normally follow the result. In the premises, the Plaintiff should be ordered to pay the costs of the action.

Order

[39] This Court makes the following order:

- 1 The Plaintiff's action is dismissed.
- 2 The Plaintiff is to pay the costs.

A handwritten signature in black ink, consisting of a large, sweeping loop on the left and a horizontal stroke extending to the right, ending in a small upward flick. The signature is positioned above a solid horizontal line.

**BC WANLESS
JUDGE OF THE HIGH COURT
JOHANNESBURG**

APPEARANCES

For the Plaintiff: Adv RA Britz

Instructed by: Burnett Attorneys & Notaries

For the Defendant: Adv Matodzi Mavhungu

Instructed by: Tlomatsane Attorneys

Judgment reserved: 3 June 2024

Ex tempore judgment: 8 January 2025

Written judgment: 27 January 2025