

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

Case number: 2025-150096

Date of hearing: 16 September 2025

Date delivered: 23 September 2025

(1)		REPORTABLE: YES/NO
(2)		OF INTEREST TO OTHERS JUDGES: YES/NO
	(3)	REVISED
		DATE
		SIGNATURE

In the application between:

WILLIAM DANIEL HALL

Applicant

and

WD HALL TRANSPORT (PTY) LTD

First Respondent

WILLIAM DANIEL HALL

Second Respondent

VODACOM GROUP LTD

Third Respondent

JUDGMENT

SWANEPOEL J:

[1] The applicant and the second respondent are directors of the first respondent, together with Ms. Sunette van Tonder. The second respondent and the applicant are father and son. Ms. Van Tonder is the applicant's sister.

[2] The first respondent operates a dairy, farming and compost business on the family farm. During or about 2005 the applicant joined the family business, later becoming the operations manager. It is uncontested that the applicant worked hard, for many years, to build up the business for the benefit of the family. On 23 May 2019 the applicant and his sister were appointed as directors of the first respondent.

[3] During June 2025 conflict arose between the applicant and his father. The applicant says in the founding affidavit that his employment benefits were unilaterally changed, without his consent. It emerged though that the dispute related to the applicant's demand that his salary be increased. The second respondent was not prepared to adjust the applicant's salary, which resulted in the applicant's employment becoming terminated. The question of whether the applicant was unlawfully dismissed, or whether he resigned is a matter for the labour courts. It is, however, undisputed that the applicant is no longer employed by the first respondent.

[4] As a result of the termination of his employment, the applicant vacated his office. The applicant has demanded the return of a company vehicle, the applicant's cellular telephone, and that he should vacate the home that he occupies on the farm.

[4] On 4 August 2025 the applicant became aware of the fact that his cellular telephone was not operative. Upon enquiry he was told that the first respondent had done a sim-card swop, resulting in the applicant no longer being able to use the sim-card. The applicant's access to customers was terminated, he could not access electronic banking, nor did he have access to his contact lists.

[5] The applicant says that he has been spoliated in two respects: Firstly, he says that his access to his personal sim-card has been terminated. Secondly, he says that his access to the business of what he terms "Billy's Compost" has been terminated. The applicant seeks

the restoration of his sim-card, access to the electronic information of Billy's Compost, and physical access to the premises from which, he says, Billy's Compost is operated.

[6] The crux of the case is the applicant's allegation that during or about 2006 he entered into a joint venture with the first respondent and his late mother in a business named "Billy's Compost" (both the applicant and his father are named 'Billy'). Each of the parties to the alleged joint venture held a one-third share therein. The applicant says that he was entitled to receive one-third of the profits of the joint venture, although he variously describes this entitlement as either commission on sales or a share in the profit. It is not entirely clear what the applicant's case is on this aspect.

[7] The applicant says that when he became employed by the first respondent he already had use of the sim-card, use of the cellular telephone number associated therewith, and access to the information contained on the card. In argument, counsel for the applicant contended that the applicant had already had use of the sim-card during his university days, although that contention is not supported by the papers. The applicant contends that his rights to the use of the sim-card predate his employment, and that he has now been spoliated from his right to access his own cellular information and his own cellular telephone number.

[8] It is not in dispute that the cellular telephone itself is that of the first respondent, who has contracted with the third respondent for cellular services. The cellular telephone has been made available to the applicant as part of his remuneration package, and the first respondent has paid for the cellular services. The applicant was entitled to the use of the cellular telephone not only for business purposes, but also for his private affairs. The question to be determined is whether the applicant has established at least a prima facie right to the use of the cellular number and the information on the sim-card.

[9] The applicant's version of events is that when he joined the first respondent, one of the perquisites of his employment was that the first respondent would pay his cellular phone expenses. He utilized the cellular telephone in his dealings on behalf of the first respondent and of Billy's Compost. The applicant says that he is the public face of the joint venture, and that he utilizes his cellular telephone to communicate with customers. He says that the first respondent produces compost for its own account, and that he then markets and sells the compost to individuals for the account of Billy's Compost.

[10] The first and second respondents' version is starkly different. They agree that when the applicant was employed at first, he was given the cellular telephone as a perquisite. The contract with the third respondent is, they say, in the name of the first respondent, the first respondent pays for the cellular services, and they deny that the applicant had use of this particular cellular number before he became employed by the first respondent.

[11] Furthermore, the first and second respondents deny that there is a separate joint venture as described by the applicant. The second respondent says that Billy's Composted Manure is the product that the first respondent sells under a certificate issued by the Department of Agriculture. The first respondent is also a registered producer of fertilizers under the trade name Billy's Composted Manure. The first and second respondents say that there has never been a separate joint venture as the applicant alleges, and that Billy's Composted Manure is a division of the first respondent.

[12] There are thus two distinct disputes of fact on the papers: Firstly, whether the applicant has ever held personal rights to the use of the cellular telephone number, and secondly, whether a separate entity such as Billy's Compost, ever existed. The applicant has attempted to make the case that the first and second respondents have admitted that

the applicant has had personal use of the cellular telephone and that he has thus been spoliated. The applicant has ignored the fact that the first and second respondents have contended throughout that the cellular telephone, and its associated number were provided by the first respondent and that the applicant's personal use thereof was simply a perquisite of his employment.

[13] The applicant also contends that the first and second respondents have admitted that Billy's Compost is a separate entity from the first respondent, and was started by the applicant and his mother. That is not so. The first and second respondent's case has been, throughout, that there is no separate entity, and that Billy's Composted Manure is simply a division of the first respondent.

[14] Where there is a dispute of fact on the papers, I must accept the version of the respondent, unless it is so clearly untenable that it can be rejected out of hand.¹ In this matter I cannot reject the first and second respondent's version on the papers. On the contrary, their version is, on the face of it, confirmed by the various registration certificates that evidence that it is the first respondent that conducts the composting business. There is no evidence to support the applicant's version that Billy's Compost is a separate entity independent of the first respondent.

[15] Furthermore, there is no evidence that the applicant ever had use of the sim-card before he became employed by the first respondent. The evidence is that in fact the cellular service has been provided in terms of a contract between the first and third respondents. Had the applicant had any entitlement to the sim-card, one would have expected him to say when he obtained the number for the first time, and how it came to be transferred to the first respondent. The papers are silent on this issue.

[16] In *Ferreira v Levin NO: Vryenhoek and Others v Powell NO and Others*² the Court explained the approach to interlocutory interdicts as follows:

“It has, up to now, been accepted that in order to establish a *prima facie* right entitling an applicant to an interim interdict, an applicant has to make out a case that he is entitled to final relief. If on the facts alleged by the applicant and the undisputed facts alleged by the respondent a court would not be able to grant final relief, the applicant has not established a *prima facie* right and is not entitled to interim protection.”

[17] Ultimately, I do not have to decide which version is more likely. If I cannot reject the first respondent’s version, I must accept it and decide the matter on that version.

[18] If the first respondent’s version is accepted, then the applicant’s entitlement to the use of the sim-card is an instance of his employment with the first respondent. The facts in this matter are similar to the facts in *Telkom Ltd v Xsinet (Pty) Ltd*³. In *Telkom* the respondent had sought a spoliation order to restore its internet services. The court held that the respondent’s entitlement arose from its contract with the appellant⁴:

“In the alternative counsel argued that the quasi-possession of the right to receive Telkom’s telecommunication services consisting of the actual use (‘daadwerklike gebruik’) of those services must be restored by the possessory remedy. This is, however, a mere personal right and the order sought is essentially to compel specific performance of a contractual right in order to resolve a contractual dispute. This has never been allowed under the mandament van spolie and there is no authority for such an extension of the remedy.”

[19] On the first respondent’s version the applicant has no rights to the sim-card. When his employment ended, his entitlement to use the sim-card similarly ended. The fact that all of his personal information is on the card is unfortunate, but it does not entitle him to the continued use of the card.

[20] As far as the rest of the relief sought is concerned, that the applicant be given access to the business premises and electronic records of the first respondent, I sought clarity from applicant's counsel on the basis for such relief, but I am yet to receive an answer. If the applicant's employment contract has terminated, as is common cause, then the applicant has no right to access the premises nor to have access to the business records.

[21] Consequently, the application must fail, and I make the following order:

The application is dismissed with costs on Scale C.

**SWANEPOEL J
JUDGE OF THE HIGH COURT
GAUTENG DIVISION PRETORIA**

Counsel for the applicant:	Adv. G Jacobs
Instructed by:	B Verster Attorneys Inc
Counsel for the respondents:	Adv. P Bruwer
Instructed by:	Enslin Inc
Hearing on:	16 September 2025
Judgment on:	23 September 2025

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- ¹ Plascon Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd 1984 (3) SA 623 (A)
- ² Ferreira v Levin NO and Others: Vryenhoek and Others v Powell NO and Others 1995 (2) SA 813 (W) at 817F
- ³ Telkom SA Ltd v Xsinet (Pty) Ltd 2003 (5) SA 309 (SCA)
- ⁴ At para [14]