IN THE HIGH COURT OF SOUTH AFRICA

(NORTH GAUTENG HIGH COURT)

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED

[redacted]

30 March 2026 ....
DATE SIGNATURE

Case number: 236657/2025

In the matter between:

ANSIE PISTORIUS OOSTHUIZEN N.O.	**First Applicant**
(In her capacity as trustee of the Lettie Pistorius Familie Trust)	
STEPHANUS GERHARDUS GRIESEL N.O.	**Second Applicant**
(In his capacity as trustee of the Lettie Pistorius Familie Trust)	
JOHANNES CHRISTIAAN DE BEER N.O.	**Third Applicant**
(In his capacity as trustee of the Lettie Pistorius Familie Trust)	
DANIEL CHRISTIAAN PHILLIPUS MARITZ	**Fourth Applicant**
THEODOR PISTORIUS	**Fifth Applicant**
JOHANE PISTORIUS	**Sixth Applicant**
NADIA KUHN	**Seventh Applicant**
ERIK OOSTHUIZEN	**Eight Applicant**

HELLA SU-ALETTE GREYLING **Ninth Applicant**

and

ALETTA PETRONELLA SUSANNA PISTORIUS N.O. **First Respondent**

(In her capacity as trustee of the Lettie Pistorius Familie Trust)

ALETTA PETRONELLA SUSANNA MARITZ **Second Respondent**

MASTER OF THE HIGH COURT, GAUTENG DIVISION,

PRETORIA **Third Respondent**

JUDGMENT

MINNAAR AJ:

Introduction:

[1] The feud before me involves the Pistorius family and, more specifically, the Lettie Pistorius Familie Trust ("the Lettie Trust"). In this judgment, some of the parties will be referred to by using their first names. This should not be construed as being derogatory or disrespectful. As we are dealing with a family, this reference is purely for clarity.

[2] Johannes Stander Pistorius ("Johannes") and Aletta Petronella Susanna Pistorius ("Lettie") were married and blessed with three children: Theo, Rina, and Ansie.

[3] Ansie is the first applicant herein in her capacity as trustee of the Lettie Trust. Lettie is cited herein as the first respondent in her capacity as trustee of the Trust.

[4] Johannes and Lettie are also the grandparents of seven grandchildren. Six of the grandchildren are cited herein as the fourth to ninth applicants. One of the grandchildren, Rina's daughter, is cited as the second respondent, and the founding affidavit alleges that she is not cited as an applicant because she wishes to remain neutral.

[5] Johannes and Lettie built the Pistorius empire through dedication and hard work. In 1986, Johannes was a farmer, and Lettie worked at a public school. Johannes then developed the first shopping mall. Johannes and Lettie got a R3 million loan from the bank for this development. The interest rate at the time stood at 27%. The couple worked hard to take good care of their family and to look after their business. Johannes only took his first dividend from the business 14 years later in the meagre amount of R5 000.00. All this hard work paid off, resulting in what the papers describe as the Pistorius Group of Companies ("the Pistorius Group). The main focus of the Pistorius Group is property development.

[6] With their foresight, Johannes and Lettie established trusts for each of their children. The Lettie Trust was also established, with Lettie and their grandchildren as beneficiaries. Johannes and Lettie were the founders

(referred to in the trust deed in the singular as 'founder') of and the first trustees (referred to in the trust deed in the singular as 'trustee') of the Lettie Trust.

[7] According to Lettie, the purpose of these trusts was to ensure that the fruits of their labour were directed towards the welfare, education, and development of their descendants, and that they were afforded every opportunity to thrive. In Lettie's words: *"... my husband and I jointly decided to establish the trust referred to herein. These were the Johan Pistorius Familie Trust, the Lettie Familie Trust, the Rina Pistorius Familie Trust and the Ansie Oosthuizen Familie Trust, all of which were conceived as vehicles through which each child might cultivate a foundation of wealth, enabling them to secure their own futures and provide for their families with dignity and independence. The rationale was not merely financial; it was rooted in our belief that the values of hard work, foresight, and stewardship should be embedded in the structures we created."*

[8] I pause to remark that Theo, Rina, Ansie, and their children must be immensely grateful for the foresight and generosity of their parents and grandparents. Unfortunately, the harmonious vision of Johannes and Lettie runs an inevitable risk of being shattered by factions, suspicion, aspersions, conspiracies and distrust not only between siblings but also between a daughter and her mother, a son and his father, and grandchildren and their beloved grandmother.

[9] Each trust is the sole shareholder of a separate holding company with the same name as the trust. These holding companies are shareholders of companies in the Pistorius Group. The Lettie Trust is but one of four shareholders in this whole structure.

[10] Ansie was employed by Johannes as financial manager for the Pistorius Group in 2013. In 2016, Johannes appointed Ansie, together with the second and third applicants ("the disputed trustees"), as trustees to the trusts. Lettie is also a trustee of all four of the trusts.

[11] On 18 September 2018, Johannes passed away. In his will, he nominated his children as trustees of their respective trusts. Johannes did not nominate anyone to replace him as trustee in the Lettie Trust.

[12] The disputed trustees, together with other persons, are trustees of all four trusts. In 2019, Ansie was appointed by all shareholders of the various companies as Chief Executive of the Pistorius group.

[13] On 27 October 2025, the first respondent, through her attorney, informed the disputed trustees that Lettie had decided to remove them as trustees of the Lettie Trust. In their stead, the first respondent appointed Mr Frederick Jacobus Snyman ("Mr Snyman") and Rina.

[14] On 31 October 2025, Ansie's attorney (who is now the applicants' attorney) responded. In this letter, the trustees' removal and the reasons for it were sought.

[15] On 5 November 2025, Ansie's attorney addressed a letter to the first respondent's attorney, stating that they are of the view that the purported removal of the disputed trustees is irregular and/or unlawful. Another request was made that the motivation behind, and the reasons for the removal be provided.

[16] On 6 November 2025, this letter was also delivered to the third respondent. The third respondent was requested not to take any action regarding the purported decisions to remove the disputed trustees.

[17] On 7 November 2025, the first respondent's attorney provided a response. The relevant parts of this letter read:

> *"... In respect of the Lettie Pistorius Family Trust, it is a matter of common cause among the parties that the relationship between the co-trustees has irretrievably broken down, owing to a confluence of factors, not least longstanding familial discord.*
>
> *Our client, Mrs Lettie Pistorius, has on numerous occasions expressed her dissatisfaction with the administration of the family trusts and has informed your Ms Oosthuisen* (Ansie) *that the current status is not what she and her late husband had foreshadowed when establishing the respective trusts.*

Notwithstanding these objections, Ms Ansie Oosthuizen has persisted in managing the trusts in a manner she deems appropriate, irrespective of our client's concerns and requests."

The first respondent's attorney further stated:

"It is not understood why each sibling is not afforded the opportunity to administer his or her own trust, as was envisaged by our client and the late Mr Pistorius. The only plausible explanation for the continued insistence on retaining her role as trustee, alongside Messrs Griesel and de Beer, is to exclude the other children from the management of the holding company.

We are of the view that as co-founder of the Lettie Pistorius Family Trust she is in terms of the express provisions of the trust deed entitled to remove the trustees of the trust and appoint new trustees.

Should you persist with an urgent application same will be opposed and a punitive cost order will be sought against the trust alternatively the trustees in their personal capacity.

You are respectfully urged to act in accordance with what is just and equitable, by affording each sibling the autonomy to administer his or her own trust – a course that would not only honour the founder's original vision but also serve to restore and preserve familial harmony. We await your reply in this regard."

[18] On 10 November 2025, a virtual meeting was held to discuss the affairs of the Rina Pistorius Familie Trust. The first respondent was

present as trustee of the Rina Pistorius Familie Trust. During this meeting, it was agreed that once it concludes, a meeting of the Lettie Trust will be held. A meeting of the Lettie Pistorius Trust was then held, and a transcript of this meeting is attached to the founding affidavit. According to Ansie, although Lettie stated she was all by herself during the meeting, it is common cause that Theo was present in the background.

[19] On the evening of 10 November 2025, Lettie sent an email to Ansie and Mr Griesel. In this email, Lettie raised concerns about the Lettie Trust's financial position and expressed her frustration with its management. According to Ansie, this was merely Theo speaking through his mother.

[20] On 11 November 2025, the first respondent's attorney informed all the beneficiaries of the Lettie Turst of the removal of the disputed trustees.

[21] On the same date, Ansie's attorneys addressed another letter to the first respondent's attorney in which the following was stated with reference to the meeting held on 10 November 2025:

> *"… All the Trustees were present, including our client as well as Mr Chris de Beer and Mr Fanie Griesel. It became evident during this meeting that Mrs Lettie Pistorius had no intention of any of the Trustees to vacate their positions and was in favour of their*

participation.

Our client therefore understands that Mrs Lettie Pistorius has also decided not to proceed with the removal of the Trustees (insofar as it is possible for her to do so).

All indications are that we do no longer have to advise our client in this regard."

[22] I pause to state that, on a reading of the meeting transcript, there was no indication that the first respondent made any reference to the fact that she would not stand by the decision she had made to remove the disputed trustees. From my reading, this issue was alive, and everyone was aware of it. On page 15 of the typed transcript, Mr Griesel referred to outgoing trustees and to whoever the trustees would be in the future. It is further clear from the meeting transcript that neither of the disputed trustees raised their removal at this meeting.

[23] On 12 November 2025, the first respondent's attorney responded to the letter dated 11 November 2025. The relevant part of this letter reads as follows in paragraphs 3 and 4 thereof:

"3. Our client unequivocally denies the assertion that she has abandoned her intention to seek the removal of the trustees. She remains firmly committed to the position articulated in the formal notice and the reasons advanced in our preceding correspondence.

> 4. *In light of your contrary assertion, we hereby request that you furnish our client with the agenda, audio recording, and/or minutes of the trust meeting upon which your view is purportedly based."*

[24] On 13 November 2025, Ansie's attorney responded by indicating the following:

> *"With reference to the above-mentioned matter (and also with reference to the "WhatsApp" messages between yourself and our Mr Wagenaar) we confirm that our client, and perhaps some of the other beneficiaries in terms of the Trust/s will bring a court application during the course of next week for the current situation to be resolved.*
>
> *We will not at this stage reply to your request, and we may perhaps deal with such requests in our client's court application."*

[25] On 2 December 2025, the third respondent issued Letters of Authority confirming that Lettie, Mr Snyman, and Rina are the sole trustees of the Lettie Trust.

[26] The removal of the disputed trustees, already communicated on 27 October 2025, was the trigger of events that culminated in this application before me. On 3 December 2025, they delivered an urgent application. The application was to be heard on 17 December 2025. Apart from urgency, the following relief is sought:

a. That the first respondent is ordered to cooperate in the furtherance of the mediation process in accordance with the Mediation Directive and the Protocol thereto, and that Mr Alan Nelson SC be appointed as the mediator to urgently conduct mediation in this matter and to invite such members of the Pistorius family as he might deem fit to partake therein.

b. That the removal of the first to third applicants as trustees of the Lettie Trust is set aside as having been *ultra vires* the powers of the first respondent.

c. In the alternative to the setting aside of the removal of the first to third applicants, it is declared that the first respondent was disqualified from being a trustee of the Lettie Trust at the time of the removal of the first to third applicants as trustees, and that accordingly the removal is declared to be nul and void *ad initio*.

d. In the further alternative, that the removal of the first to third trustees be suspended pending the outcome of the mediation referred to above in a settlement between the first respondent and the first to third applicant, or the final determination of this matter, whichever happens first, unless a court orders otherwise.

e. That the first respondent be prohibited pending the outcome of this matter from appointing other persons as trustees in the Lettie Trust, and that the third respondent be authorised to withhold letters of appointment from any person claiming so to have been appointed pending the outcome of this application.

f. That the applicants' costs of the application be paid by the Lettie Trust on the scale as between attorney and own client.

[27] On 4 December 2025, the applicants' attorney directed a letter to the first respondent's attorney:

"... With further reference to your letter of earlier today, our clients are prepared (without prejudice to any of their rights) to agree to remove the matter from the urgent roll of 17 December 2025 on the following conditions:

1. *Our clients maintain that the appointment of the 2 (TWO) new Trustees, on the letter of authority attached to your letter, was unlawful, and is without any effect. There is ample opportunity in support of this contention. Should the matter proceed to hearing, this contention will be argued. At this stage it is not necessary to debate this point.*
2. *All the parties agree that no decisions whatsoever will be taken and/or given effect to by the Lettie Pistorius Family Trust (whoever the lawful Trustees may be).*
3. *Should the mediation fail, the matter may be set down by our clients on the urgent roll for the Court to make a decision as soon as possible thereafter. We submit that we can attempt, to the extent that it would be possible, if dates in this regard can be co-ordinated between our respective offices.*

*We await your **URGENT** response. If your client agrees with the above, we will file a Notice of Removal."*

[28] It is evident that an agreement was reached to proceed with the mediation. The urgent application was removed from the roll, and mediation between the parties was conducted on 19 and 20 January 2026. It is now clear that the mediation has ended.

[29] On 10 March 2026, the applicants delivered a supplementary affidavit, and the office of the Acting Deputy Judge President was approached for a special urgent allocation. The application was allocated to me for a hearing on 18 March 2026.

[30] The first respondent delivered an opposing affidavit, and Ansie, despite being on vacation in India, managed to depose to the replying affidavit.

[31] The applicants also delivered an application to join Rina and Mr Snyman as the fourth and fifth respondents to the proceedings.

<u>Urgency</u>:

[32] Under the heading '*urgency*', the applicants contend that the application is urgent as:

a. The Lettie Trust has a vital role to play in the valuation that has to be submitted in the Anko arbitration (in terms of which certain of the companies in the Pistorius Group must purchase the shares in the Anko Trust) and will not be able to do so as a result of the dispute before this court, unless at least an interim ruling is made to govern decision-making by the trust.

b. Urgent instructions need to be given to the cost consultant on the bill of costs delivered by the Anko Trust.

c. Money to be paid to Anko Trust will have to be finalised through the shareholders, and this would certainly include that each of the shareholders (which includes the Lettie Trust) will need to provide security. Nothing in that process can be finalised without the effective involvement of the Lettie Trust. Against the disputes referred to in the application before this court, the Lettie Trust cannot participate therein.

d. A second phase of development started on 1 September 2025. Lephalale Commercial Properties is involved in this process, and the current dispute with the Lettie Trust could seriously delay this development.

e. Erf 344 Ontwikkelings (Pty) Ltd (in which Lephalale Properties (Pty) Ltd is a 68% shareholder) bought out two shareholders. Payment has already been made for this transaction, and four further payments of R12 million per year are due. The Lettie Trust will have to participate in the decision-making regarding its financing.

f. Erf 344 Ontwikkelings (Pty) Ltd is also in a critical time of business, where a second phase of the Tshilamba Mall has already commenced construction in September 2025. The conflict among family members places enormous pressure on the business and increases the risk of failing to open on time. The cost of this development is R140 million, with the Lettie Trust also playing a role.

g. Erf 344 Ontwikkelings (Pty) Ltd obtained rights to develop a shopping centre known as Namakgale R71. The value of this project is approximately R280 million. This is the biggest development in the Pistorius Group. The financial pressures on the group resulting from the paralysis of the Lettie Trust may leave it unprepared to commit to this development. Negotiations are ongoing to secure support for this project and to attract anchor tenants. An application for financing has already been made and approved in principle. The Lettie Trust is involved in this project and will be required to participate in decisions.

h. The annual shareholders meeting of companies in the Pistorius Group needs to take place in February 2026. All the planning for this has to be done immediately, and then shortly after the Christmas holidays. This cannot happen in respect of those companies in which the Lettie Trust is a shareholder, as the Lettie Trust cannot make decisions.

i. The trustees of the Lettie Trust play a vital role in the huge and intricate business transactions in the Pistorius Group. The first respondent has never taken a leading role, although she was always invited to participate and was kept abreast about the affairs and interests of the Lettie Trust. The first respondent is not able to manage the Lettie Trust on her own. She may consider appointing others, but the applicants doubt that she can do so responsibly. It is stated that the first respondent is being advised and influenced by Theo, who has failed to properly manage his own business and personal affairs. The removal of Messrs. Geyser and De Beer, two independent trustees who, over the years, served the trusts with great distinction and without consulting them, is a clear indication of irresponsible and reckless behaviour, typical of Theo, who, after all, wrote a letter to Ansie on 9 October 2025 on behalf of their mother.

j. The first respondent is not in a position to govern the trust in the best interest of the beneficiaries. Her decision to summarily dismiss all the trustees except herself is evidence of her inability to exercise the functions of a trustee, let alone to responsibly exercise a power to act alone in dismissing and appointing other trustees.

k. Since the first respondent started living with Theo about 10 months ago, the first respondent started employing the services of Theo's attorney, Mr Malan. She has now decided to remove the disputed trustees for no valid reason. It seems as if someone is preparing the way for a take-over of the management of the affairs of the Pistorius group. Mr Malan is not impartial as he is friends with Mr Rossel from the Anko Trust.

l. The indication to the first respondent's attorney was that the application would be brought a week prior to it actually being brought, but the delay was caused by the involvement of several witnesses who had to be consulted as and when all of them were available. The applicants' attorney worked after hours and over weekends to prepare the application.

[33] In the applicants' supplementary affidavit, no specific grounds of urgency are raised, leaving the court guessing as to whether it was triggered by the money transferred to the first respondent and how the first respondent utilised the money.

[34] The first respondent challenges the application's urgency. This challenge is premised on the following grounds:

a. The application was not urgent when it was first brought in December 2025, and it is not urgent now.
b. The first respondent removed the disputed trustees on 27 October 2025. The urgent application was issued only on 3 December 2025, after the third respondent had appointed the new trustees and issued the new Letter of Authority on 2 December 2025.
c. The applicants elected to mediate, and the first respondent agreed to the mediation. According to the first respondent, the mediation concluded on 29 January 2026. In the replying affidavit, the applicants pertinently deny that the mediation concluded on that day. It is now common cause that the mediation concluded.
d. The applicant's attorney only advised the first respondent attorney of their intention to set the application down on the urgent

roll again, on Wednesday, 2 March 2026, and delivered the notice of set down and the supplementary affidavit on Thursday, 5 March 2026.

e. When the matter was referred to mediation, the applicants' attorney undertook that should the mediation fail, and the matter be once again set down on the urgent roll by the applicants, they would attempt to "to the extent possible", to coordinate dates with the first respondent's attorney. No attempt whatsoever was made to do so. This caused the first respondent immense prejudice as she and her legal team were left with 4 days (including the weekend) to complete her opposing affidavit to the initial founding affidavit, and to consult and prepare an answer to the supplementary affidavit. The first respondent's senior counsel, who has been involved in this and a related matter since early 2025, was not available, as he was briefed in an arbitration that begins on 9 March 2026 and is set down for two weeks. It was therefore necessary to brief new counsel on short notice to study the voluminous founding papers (in excess of 500 pages), to come to grips with the issues and complicated factual matrix, and to complete the answering affidavit to both the founding and the supplementary affidavits. This comes at high costs.

f. Rina, the co-trustee, is on holiday in the Cape, and the first respondent is unable to obtain a confirmatory affidavit from her. This limits Rina's input.

g. The applicants have not expressly stated what is so urgent at this stage that the application must be heard now and that substantial redress will be impossible in the normal course. The allegations on which they rely are not pertinent to the relief they seek. The applicants rely on commercial urgency, arising from the withdrawal of R1 500 000.00 from the Lettie Trust's investment account, which was then paid to Lettie in her capacity as a beneficiary of the Lettie Trust.

h. The withdrawal upon which the re-enrolment of the application is based was effected in accordance with the powers of the incumbent trustees and in the exercise of their discretion. It was not effected in breach of the undertaking given by the Trust's attorney of record, as alleged or at all. The withdrawal is simply used as an excuse to re-enrol in the application on the urgent roll.

[35] On the specific grounds of urgency as contained in the founding affidavit, it is the case of the first respondent:

a. The valuation process has already been completed and the amount of the Anko claim has been fixed. The Lettie Trust was not a party to the arbitration, the award was not made against the Lettie Trust, and the Lettie Trust is not liable to pay out Anko. The first respondent's case is that she has, throughout, been kept in the dark, and she is hardly in a position to advise now.

b. All of a sudden, the Lettie Trust is now portrayed as having an important role to play, notwithstanding the fact that from the inception of the Anko arbitration process, the trusts were deliberately excluded from access to any information relating thereto.

c. No cogent information is provided as to why the Lettie Trust has any role to play in decisions regarding the mentioned property developments. Ansie is the controlling mind of the respective trusts and companies, and the Lettie Trust's importance at this stage is not understood.

d. The present trustees may participate in decision-making, provided they are given sufficient information.

e. Ansie is still the CEO, and she will still be in charge of the Pistorius Group's day-to-day business.

f. It is categorically denied that the first respondent is incapable of managing the affairs of the Lettie Trust or to exercise independt judgment. The first respondent states that she has actively engaged in the business since its inception and has, moreover, appointed suitable, qualified individuals to serve alongside her as trustees. Mr Snyman is a chartered accountant, and Lettie has known him for many years. Mr Snyman was also involved in the business when Johannes was still alive.

g. The notion that Theo exerts any influence over Lettie's decisions is pertinently repudiated, and Lettie states that she finds the animosity directed by Ansie towards her brother wholly incomprehensible.

h. There was no need to have consulted with the disputed trustees prior to their removal. Their expertise is insufficient to prevent their removal, and Lettie respectfully believes they can be replaced.

i. There is nothing untoward about Mr Malan. Lettie had long warned Ansie that she intended to take steps to right what she perceived as a breach of Johannes' wishes.

j. The disputed trustees were aware of the *status quo* since the service of their removal in October 2025. It took them more than a month to serve the urgent application despite a threat to approach the urgent court.

k. It was impossible for the first respondent to comply with the time constraints the applicants placed on her.

[36] In the replying affidavit, the applicants did not elaborate on the grounds of urgency. They further failed to specifically answer to the allegations raised by the first respondent challenging the urgency of the application. It is trite that in the absence of a reply, the respondent's version, as it stands in the answering affidavit, stands to be accepted as uncontested on those allegations that have challenged the content of the founding affidavit.[1]

[37] The circumstances that an applicant avers render a matter urgent, and the reasons why he claims that he could not be afforded

[1] *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A)

substantial redress at a hearing in due course must, in terms of Rule 6(12) (b), be set forth explicitly in the supporting affidavit.[2]

[38] The requirements under Rule 6(12)(b) are peremptory, and mere lip service will not suffice.[3] A proper explanation must be provided as to why an applicant should be granted preferential treatment to be heard in the urgent court, as opposed to having to join the queue in the normal course of the motion court.

[39] One of the key requirements of urgency is that an applicant establish that they will not obtain substantial redress in due course. In this regard, it was stated by Tuchten J in *Mogalakwena Municipality v Provincial Executive Council, Limpopo* 2016 (4) SA 99 (GP) at paragraph 64:

"It seems to me that when urgency is in issue, the primary investigation should be to determine whether the applicant will be afforded substantial redress at a hearing in due course. If the applicant cannot establish prejudice in this sense, the application cannot be urgent. Once such prejudice is established, other factors come into consideration. These factors include (but are not limited to): whether the respondents can adequately present their cases in the time available between notice of the application to them and the actual hearing; other prejudice to the respondents and the administration of justice; the strength of the case

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[2] *IL&B Marcow Caterers v Greatermans SA* 1981 (4) SA 108 (C) at 110

[3] *Luna Meubel Vervaardigers Eiendoms Beperk v Makin & Another (trading as Makin's Furniture Manufacturers)* 1977 (4) SA 135 (W) at 137F - G

made by the applicant; and any delay by the applicant in asserting its rights. This last factor is often called, usually by counsel acting for respondents, self-created urgency."[4]

[40] Where an applicant sits on its hands or takes its time to bring an urgent application, such urgency is self-created, unless an acceptable explanation is provided for the full period applicable to the urgency of the application (*Roets NO and Another v SB Guarantee Company (RF) (Pty) Ltd and Others* (36515/2021) [2022] ZAGPJHC 754 (6 October 2022).

[41] Self-created urgency should not be countenanced (*Black Shash Trust v Minister of Social Development and Others (Freedom Under Law Intervening)* 2017 (3) SA 335 (CC) at paragraph 36).

[42] In *Dynamic Sisters Trading (Pty) Limited and Another v Nedbank Limited* (081473/2023) [2023] ZAGPPHC 709 (21 August 2023), Adams J stressed that urgent applications should be refused in cases when the urgency relied upon was clearly self-created, that consistency is important, and that legal certainty is a cornerstone of a legal system based on the rule of law.

[43] In the application before this court, the disputed trustees did not act when they were informed on 27 October 2025 that the first respondent had removed them as trustees. They elected not to approach

[4] See also: *East Rock Trading (Pty) Ltd and Another v Eagle Valley Granite and Others* (11/33767) [2011] ZAGPJHC 196 (23 September 2011)

the court for an interdict against the third respondent to prevent the issuance of the new Letter of Authority appointing Mr Snyman and Rina as the replacement trustees, pending an application to challenge the first respondent's authority to remove the disputed trustees as trustees. Instead, they addressed a letter to the third respondent, asking the third respondent not to act on the decision taken by the first respondent; this clearly was not sufficient.

[44] No single allegation is made as to why the applicants would not obtain substantial redress in due course. This is an essential element in urgent applications, and the applicants dismally failed in this regard. Despite repeated questions from the court during the argument, the applicants' counsel could not provide a satisfactory response on this crucial aspect.

[45] The purported grounds of urgency for the annual shareholders' meetings to take place in February 2026 have evaporated, as February 2026 has come and gone prior to the hearing of this application. In any event, as would be evident from the paragraphs dealing with the decision taken by the first respondent, the Lettie Trust is duly represented by the newly appointed trustees, and they can provide all the inputs required to further the interest of the Lettie Trust and the beneficiaries of the Lettie Trust. The Lettie Trust is also one of four shareholders, and the importance the applicants attach to the Lettie Trust in running the Pistorius Group is not convincing.

[46] This application is not urgent and is an abuse of the urgent court's purpose. It follows that the application must be struck from the roll due to lack of urgency.

[47] At the hearing of the application, the parties addressed the court on the merits, and, despite the lack of urgency, the court will proceed to deliver judgment on the merits.

Decision taken on 27 October 2025:

[48] The core dispute is whether the first respondent acted within her powers in removing the disputed trustees from the Lettie Trust on 27 October 2025. The applicants seek an order that the removal of the disputed trustees should be set aside as have been *ultra vires* the powers of the first respondent.

[49] Counsel for both the applicants and the first respondent relied on *Jooste N.O. and Another v Pretorius and Others* 2025 (3) SA 95 (SCA) in advancing their arguments on the first respondent's decision.

[50] As summarised in *Jooste* at paragraphs 50 and 51:

> *"[50] The proper approach to the interpretation of the above provisions is settled:*
>
> > *'It is the language used, understood in the context in which it is used, and having regard to the purpose of the provision*

that constitutes the unitary exercise of interpretation. . . . (T)he triad of text, context and purpose should not be used in a mechanical fashion. It is the relationship between the words used, the concept expressed by those words and the place of the contested provision within the scheme of the agreement (or instrument) as a whole that constitute the enterprise by recourse to which a coherent and salient interpretation is determined.'

[51] The inevitable starting point is the language of the statutory provisions and clause 11 of the trust deed. Section 20(1) of the Act empowers a court to remove a trustee from office, if it is in the interests of the Trust and the beneficiaries. Section 20(1) does not state that this power is exclusive to the court. Nor is there any reason to read such limitation into s 20(1). Thus, s 20(1) does not detract from the principle that a founder may reserve the right to remove a trustee, or may confer it on some other person, if that right is stipulated in the trust instrument. The principle is illustrated by this very case: clause 10.7 of the trust deed provides, inter alia, that the founder, with the support of at least a 66% majority of trustees, is entitled to remove a trustee."

[51] On the interpretation, the Supreme Court of Appeal relied on the judgments in *Capitec Bank Holdings Ltd and Another v Coral Lagoon Investments 194 (Pty) Ltd and Others* 2022 (1) SA 100 (SCA) ([2021] 3 All SA 647; [2021] ZASCA 99) para 25, with reference to *Natal Joint*

Municipal Pension Fund v Endumeni Municipality 2012 (4) SA 593 (SCA) ([2012] 2 All SA 262; [2012] ZASCA 13) para 18 and *University of Johannesburg v Auckland Park Theological Seminary and Another* 2021 (6) SA 1 (CC) (2021 (8) BCLR 807; [2021] ZACC 13).

[52] On 27 October 2025, the first respondent, through her attorney, informed the disputed trustees that she had removed them as trustees under clause 4.3.3, read with clauses 4.3.1 and 4.3.2, of the trust deed.

[53] In terms of the trust deed:

a. The founder (*oprigter*) (singular) of the Lettie Trust is Johannes and Lettie.
b. The trustee (singular) of the Lettie Trust is Johannes and Lettie.
c. The purpose of the establishment of the Lettie Trust is for the benefit of the beneficiaries *(Aangesien: Die Oprigter begerig was om die hierinvermelde Trust te vestig vir en ten behoewe van die begunstigdes, onderhewig aan die terme en voorwaardes soos meer volledig hierinlater uiteengesit:)*
d. Clause 1.1: Words indicating the singular would also include the plural and *vice versa* (*Woorde wat die enkelvoud aandui, ook die meervoud in en omgekeerd; ...)*
e. Clause 1.2.1: "Trustees" is defined as the first trustees or other trustee or trustees of the Trust from time to time (*"Trustees" beteken die eerste trustees of ander trustee of trustees van tyd to tyd van die trust;)*

f. Clause 1.2.2: "beneficiaries" (in terms of the addendum to the trust deed, effected on 25 June 2015) is defined as Lettie and her grandchildren, with Lettie and Johannes being the income and capital beneficiaries of the trust according to the discretion of the trustees.

g. Clause 4.3. The first trustees will have the right and the authority to (*Die eerste trustee sal die reg en bevoegdheid hê om)*:

   i) Clause 4.3.1 deals with the passing away of a trustee and circumstances that would bar a trustee from acting as a trustee, such as resignation, mental incapacity, insolvency, etc., and is not applicable to the facts before this court.

   ii) Clause 4.3.2: During their lifetime, in writing, to discharge any trustee and to appoint someone else in the place of such a trustee (*Gedurende hul leeftyd skriftelik enige trustee to ontslaan en iemand anders in sy plek aan te stel).*

   iii) Clause 4.3.3: Through a will or during their lifetime in writing, appoint another person or persons (including a person or persons that might be one of the beneficiaries or might become a beneficiary) to exercise the rights afforded to the first trustees in terms of sub-paragraphs 4.3.1 and 4.3.2 and 4.3.3 (*Kragtens testament of gudrende hul leeftyd skriftelik enige ander persoon of persone (insluitende 'n persoon persone wat een van die begunstigdes mag wees of word) aan te stel om die regte* *wat aan die eerste trustees verleen is kragtens sub-paragraw 4.3.1 en 4.3.2 en van hierdie sub-paragraaf uit te oefen).*

[54] The applicants argued that it could never have been the intention that the first respondent would be allowed to discharge trustees as if she were the sole trustee of the Lettie Trust. Reliance was placed on the words *"hul leeftyd"* (their lifetime), and it was submitted that whilst Johannes and Lettie were still both alive, they could only take a joint decision to remove a trustee and to appoint someone in such trustee's place. As Johannes has passed away, the applicants' case is that Lettie is no longer empowered to make such decisions on her own.

[55] In clause 7 of his will, Johannes nominated Ansie, Rina and Theo to replace him as trustee in their individual trusts. Johannes did not nominate any person in terms of clause 4.3.3 of the deed of trust to replace him as trustee of the Lettie Trust.

[56] In appointing each child to his or her own trust as trustee in his place, Johannes' intention was clear: each child should manage his or her own trust in conjunction with Lettie, Ansie and Messr. Geyser and De Beer.

[57] In applying the interpretation test to Johannes's will, the only conclusion is that he applied his mind when he elected not to appoint a

trustee in his place to the Lettie Trust and that it would suffice if Lettie now manages the Lettie Trust in conjunction with Ansie and Messr. Geyser and De Beer. By not appointing someone in his place, Lettie has, in effect, now become the sole founder and first trustee of the Lettie Trust.

[58] As first trustee, Lettie, as first respondent, is bestowed with the authority to act in accordance with clause 4.3.2 of the deed of trust: she may discharge (remove) any trustee and appoint someone in his or her place.

[59] Premised on the above conclusion, it follows that the first respondent was duly authorised to take the impugned decision to remove the disputed trustees of the Lettie Trust and to appoint Rina and Mr Snyman in their place.

[60] The next question is whether the first respondent was required to apply the rules of natural justice when making the impugned decision. These rules have their origin in administrative law and are generally expressed in two maxims: *audi alteram partem* (hear the other side, or the audi principle) and *nemo iudex in propria causa* (no one may judge in his own cause). Procedural fairness, in the form of the audi principle, concerns giving people an opportunity to participate in decisions that are likely to affect them and to influence their outcomes.[5]

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[5] *Jooste N.O.* at par 40

[61] In paragraph 41 of *Jooste N.O.*, the Supreme Court of Appeal found that the impugned decision, the removal of trustees, however, does not constitute administrative action as defined in the Promotion of Administrative Justice Act 3 of 2000, and consequently, procedural fairness in the context of administrative action does not arise, since a trust is a legal institution *sui generis* (of its own kind). The Supreme Court went on to state the following:

> *"[42] That said, the removal of a trustee is a decision of considerable importance for the governance of a trust. A trustee will ordinarily have no claim of right to hold the office of trusteeship. But there is good reason to hear from a trustee before a decision is taken to remove them. This is so because a decision to remove a trustee must be well informed and taken in the best interests of the trust and the fulfilment of its objects. What the trustee has to say enhances good decision-making.*
>
> *[43] Clause 11.1.5 may also not be invoked arbitrarily; nor on the basis of the unreasoned exercise of majoritarian power; nor to settle good-faith disagreements; nor on the ground of minor irregular conduct by a trustee that does not affect the administration of the Trust, its assets or the beneficiaries. What matters is the proper administration of the Trust, to secure and carry out its objects, in the best interests of the Trust and the beneficiaries. But where, as here, a breakdown in relations makes the task of trustees difficult or impossible, coupled with a real risk*

to the financial survival of the Trust and the welfare of the beneficiaries, replacement of a trustee may be the only option.

[62] It is common cause that the first respondent did not give the disputed trustees an opportunity to be heard. This failure has no bearing on the procedure the first respondent followed and does not affect her right to remove the disputed trustees.

[63] On 7 November 2025 (Annexure "A23"), the first respondent's attorney provided the reasons for the removal of the disputed trustees. The reasons included:

a. The relationship between the co-trustees has irretrievably broken down, owing to a confluence of factors, not least longstanding familial discord.

b. Lettie has informed Ansie on numerous occasions that the administration of the trusts is not what Lettie and Johannes had foreshadowed when establishing the respective trusts.

c. Notwithstanding these objections, Ansie persisted in managing the trusts in a manner she deems appropriate, irrespective of Lettie's repeated concerns and requests.

d. The only plausible explanation for the continued insistence of Ansie to retain her role as trustee, alongside Messrs Griesel and De Beer, is to exclude Theo and Rina from the management of the holding company.

[64] The rift in this family is far deeper than simply a quarrel between a mother and her daughter. This is clear from the confirmatory affidavits filed by the grandsons, Phillip Maritz (the fourth applicant) and Theodor Pistorius (the fifth respondent). Phillip undertook serious endeavours to restore peace and harmony to the family, but to no avail. Phillip went so far as to abandon his rights as a beneficiary of the Lettie Trust to avoid further conflict and create space for healing within the family. Instead, it is evident that there is distrust and animosity between the two family factions: the Ansie faction and the Lettie faction.

[65] There is a complete breakdown in the relationship of trust between Ansie and Lettie. It also appears that the respect one would expect from a daughter towards her mother has been a casualty in this ongoing feud. Throughout the correspondence between Ansie and Lettie, and in the transcription of the meeting held on 10 November 2025, Ansie addressed Lettie as “Ma” (Mother). On 18 February 2026, this tone changed. In an email from Ansie to Lettie (Annexure “SA16”), Ansie addressed her mother as “Lettie” and proceeded in a very formal, businesslike manner.

[66] There is also a distrust of Lettie towards Mr Griesel and Mr De Beer. Under these circumstances, the first respondent's decision to remove the disputed trustees was the only option. Having a discussion with the disputed trustees would not have contributed in any manner. The failed mediation and Phillip's sincere attempts speak volumes.

[67] The applicants did not criticise the capabilities and *bona fides* of Mr Snyman and Rina. The removal of the disputed trustees and the subsequent appointment of Mr Snyman and Rina can in no manner pose any risk to the financial survival of the Lettie Trust or the welfare of the beneficiaries.

[68] In the premises, it follows that the decision taken by the first respondent was not *ultra vires* and the application stands to be dismissed.

[69] Suffice it to state that no convincing evidence was presented to make out any case that Lettie is incapable of acting as a trustee or that she is not acting in the best interest of the Lettie Trust and its beneficiaries, the dismissal of the application requires no further address on this contentious aspect.

<u>Joinder of Mr Snyman and Rina as the fourth and fifth respondents:</u>

[70] On 5 March 2026, the applicants delivered a notice to join Mr Snyman and Rina as the fourth and fifth respondents to the application.

[71] The first respondent's decision to appoint Mr Snyman and Rina as trustees to the Lettie Trust is valid, and as such, it follows that Mr Snyman and Rina, in their capacities as trustees, must be joined to these proceedings.

Costs:

[72] In Phillip's words, the apparent propensity within this family to resolve disputes through litigation is surprising. Everyone has the Constitutional Right of access to justice and to have a dispute adjudicated. But ideally, courts should not be a battlefield for families to resolve their differences.

[73] Johannes and Lettie had only the best intentions for their children and grandchildren when they created the various trusts. From a reading of the papers, it is evident that it would never have been Johannes' intention that the fortune he left his children and grandchildren would end up in a raging war between the two factions. Although they may legally be entitled thereto, it was disturbing to note that the fourth to ninth applicants' attorney addressed a letter on 29 November 2025 demanding payment from the Lettie Trust in the total amount of R2 777 362.00. Was this letter indeed addressed to enforce these six grandchildren's vested rights, or was it written as a sign of intimidation, audacity, entitlement, greed or some other tactic? This, whilst logic dictates that their grandmother, who was part and parcel of ensuring the existence of the family fortune, is properly taken care of, not only as the matriarch of the family, but also as the income and capital beneficiary of the trust created bearing her name.

[74] There is no basis why the Lettie Trust should be left out of pocket. Ironically, the applicants prayed for an order that the Lettie Trust should

pay the costs of the application on the scale as between attorney and own client. Ordering the Lettie Trust to pay the costs of the application would be in direct conflict with the applicants' alleged noble motives: to protect the Lettie Trust and the beneficiaries' interests.

[75] The battle between the two factions will result in casualties, and one of those casualties will be a costs order against the applicants. Regarding Phillip, his actions are commendable, but unfortunately, unlike his sister, he supported this application and, as such, will be held liable for the costs, together with his cousins.

[76] In my view, the urgent application was an abuse that must be discouraged. Equally, using the courts to settle family feuds and entertaining aspersions against one another should be dissuaded. In the premises, a punitive costs order would be appropriate.

[77] Both sides employed senior counsel, and that employment was justified.

[78] As the disputed trustees were lawfully removed as trustees of the Lettie Trust, they are no longer acting as trustees of the Lettie Trust, and they are therefore liable for the costs of the application in their personal capacity.

[79] The second and third applicants were, however, appointed as independent trustees of the Lettie Trust and are not embroiled in the familial dispute between the Ansie and Lettie factions. I cannot find any justification for penalising the second and third applicants in their personal capacity with a costs order; accordingly, no costs order would be made against them.

Order:

Consequently, I make the following order:

1. Frederick Jacobus Snyman N.O. and Rosina Johanna Botha N.O., in their capacities as duly appointed trustees in the Lettie Pistorius Familie Trust, are joined to these proceedings as the fourth and fifth respondents.

2. The application dated 3 December 2025 is dismissed.

3. The first applicant, in her personal capacity, jointly and severally with the fourth, fifth, sixth, seventh, eighth and ninth applicants, the one paying the other to be absolved, is to pay the costs of this application on the scale as between attorney and client, such costs to include the costs occasioned by the employment of senior counsel.

[redacted]

Minnaar AJ

Acting Judge of the High Court

Gauteng Division, Pretoria

Heard on	: 17 June 2025
For the Applicants	: Adv. J L van der Merwe SC with Adv J Janse van Rensburg
Instructed by	: Gerhard Wagenaar Attorneys
For the First Respondent	: Adv H R Fourie SC
Instructed by:	: Malan Attorneys
Date of Judgment	: 30 March 2026