



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA
JUDGMENT

Not Reportable

Case no: 1330/2024

In the matter between:

JAMES PHILIP DAVISON

APPELLANT

and

MILILE MPAMBANISO

RESPONDENT

Neutral citation: *Davison v Mpambaniso* (1330/2024) [2026] ZASCA 50 (14 April 2026)

Coram: MAKGOKA, NICHOLLS and KOEN JJA and STEYN and MABESELE AJJA

Heard: 5 March 2026

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email, published on the Supreme Court of Appeal website, and released to SAFLII. The date and time for hand-down is deemed to be 14 April 2026 at 11h00.

Summary: Contract – identity of other party to an investment mandate – whether agreement concluded by respondent with appellant or a company represented by the appellant – factual and probability findings of trial court – proper approach restated.

ORDER

On appeal from: Gauteng Division of the High Court, Pretoria (Ranchod and Collis JJA and Ntlama-Makhanya AJ sitting as court of appeal):

- 1 The appeal is upheld with costs.
- 2 The order of the full court is set aside and substituted with the following:
‘The appeal is dismissed with costs on scale C.’

JUDGMENT

Koen JA (Makgoka and Nicholls JJA and Steyn and Mabesele AJJA concurring):

Introduction

[1] The issue in this appeal is whether the majority of the full court of the Gauteng Division of the High Court, Pretoria (the full court) erred in concluding that the respondent, Mr Milile Mpambaniso (Mr Mpambaniso), contracted with the appellant, Mr James Philip Davison (Mr Davison) in his personal capacity, when, he granted a mandate to invest an amount of R2 771 934.91 (the investment amount).

[2] When repayment of the balance of the investment amount and the growth thereon was not forthcoming as requested during 2018, Mr Mpambaniso instituted an action in the Gauteng Division of the High Court, Pretoria (the trial court). He claimed payment of R3 354 996.59 from Mr Davison personally; and in the alternative (the alternative claim), from Squirrel Benefit Administrators (Pty) Ltd

(SBA). The claim against Mr Davison was based on the mandate referred to above, which the full court found was proven. The alternative claim was based on a mandate with identical terms to that allegedly concluded with Mr Davison, save that it was alleged to have been concluded with SBA, represented by Mr Davison as a director thereof. The trial court, per Basson J, concluded that Mr Mpambaniso failed to prove an agreement with Mr Davison; and that the alternative claim against SBA had been abandoned. It dismissed the claims with costs.

[3] Mr Davison was subsequently granted leave by this Court to appeal against the order of the trial court to the full court. The majority of the full court, per Ntlama-Makhanya AJ with Collis J concurring, upheld the appeal with costs. It substituted for the order of the trial court, an order awarding judgment against Mr Davison in favour of Mr Mpambaniso for payment of R3 354 996.59, with interest and costs. No order was made in respect of the alternative claim against SBA. Ranchod J, in a dissenting judgment, would have dismissed the appeal with costs. This Court subsequently granted special leave to Mr Davison to appeal against the order of the majority of the full court. No leave to conditionally cross appeal the dismissal of the alternative claim against SBA was sought. Accordingly, SBA is not a party to this appeal.

The pleadings

[4] The particulars of claim alleged that Mr Mpambaniso's claim against Mr Davison, alternatively SBA, was based on a written agreement concluded on or about 1 February 2015 at Queenstown, alternatively Pretoria, to invest the investment amount. The investment would be in the discretion of Mr Davison, or in the case of the alternative claim, in the discretion of SBA as represented by Mr Davison. The balance of the investment amount, with the growth thereon, would be

payable to Mr Mpambaniso upon demand. The investment mandate had to be performed with due care and without negligence.

[5] The plea of Mr Davison and SBA was that the agreement concluded by Mr Mpambaniso was with SBA and not with Mr Davison. Further, that the administration of Mr Mpambaniso's investment was subsequently transferred from SBA to Squirrel Trust Administrators (Pty) Ltd (STA), in which Mr Mpambaniso held 25% of the shareholding. STA thereafter administered Mr Mpambaniso's investment with the concurrence of Mr Mpambaniso, the implication being that STA was substituted for SBA.

[6] No particulars of a lack of due care or negligence in performing the mandate were alleged.¹ The primary issue remaining for determination on the pleadings before the trial court, was, accordingly, whether: as alleged by Mr Mpambaniso, he contracted with Mr Davison; or, as pleaded by Mr Davison and SBA, Mr Mpambaniso had contracted with SBA, which subsequently came to be replaced by STA as administering Mr Mpambaniso's investment.

Background facts and material evidence

[7] The relevant facts are largely common cause or not seriously disputed. What is, at best, controversial are the inferences to be drawn from the facts. Mr Mpambaniso previously practised as an attorney, representing, among his clients, victims of medical negligence and road accidents. In some instances, where he had been successful with claims on behalf of minor children, trusts were required to be established to administer the awards of damages made in favour of such claimants.

¹ Mr Mpambaniso conceded in cross examination that he does not contend that the mandate was executed negligently, recklessly or fraudulently.

Mr Mpambaniso was unable to register the trusts himself, apparently because the Master of the High Court (the Master) required substantial security to be provided.

[8] Mr Mpambaniso was introduced to Mr Davison through an advocate friend of his, Mr Xola Stemela (Mr Stemela) who informed him that Mr Davison could assist with registering the trusts and would be able to set the security required by the Master. Mr Mpambaniso accordingly referred certain of these matters to Mr Davison to attend to the formation, registration and administration of the trusts, including investing the funds of the trusts.

[9] The trusts were formed and administered by SBA. Mr Davison's involvement was as a director representing SBA and not in his personal capacity. The other director of SBA was Mr Kevin Brian Jenkins (Mr Jenkins) and the shares in SBA were held by Mr Mpambaniso, Mr Jenkins and Mr Davison.

[10] During January 2015, Mr Davison mentioned to Mr Mpambaniso that he had achieved success by investing funds on an investment platform called Caleo. Mr Mpambaniso subsequently approached Mr Davison regarding the investment amount which he wished to invest. The investment amount was held in the trust account of his attorneys, Stemela & Lubbe Incorporated. To give effect to Mr Mpambaniso's intention, on 29 January 2015, Mr Davison as a director of SBA, from his SBA email address, wrote to Mr Mpambaniso's attorneys requesting that the funds be transferred to the SBA Trust account for onward investment in Caleo.

[11] On 1 February 2015, Mr Mpambaniso sent an email to Mr Davison's SBA email address, recording:

'Hi James

Please find proof of payment of R2.7m which I request you invest on my behalf. This money was paid to my attorneys' trust account and in turn I instructed them to transfer it to Stemela Lubbe, who are attending to some of my personal matters. *In the meantime invest it at your discretion.*' (Emphasis added.)

[12] The evidence of Mr Davison, but disputed by Mr Mpambaniso, was that this investment amount was to be invested similarly to and on the same platform as the funds of the trusts. Little, if anything, turns on this dispute as the terms of the agreement pleaded in any event provided that the funds of Mr Mpambaniso could be invested in the discretion of Mr Davison, whether that would be him acting personally or on behalf of SBA for the purposes of the alternative claim. Investing the investment amount in a manner similar to that applying to the funds of the trusts, would fall within the terms of the investment mandate granted by Mr Mpambaniso. As it turned out, the investment amount came to be invested in a manner similar to the funds of the trusts.

[13] How and where the investments would be placed did not concern Mr Mpambaniso. He said in his evidence in chief that when he received a statement reflecting STA as the investor, it did not mean anything to him and it did not concern him. Mr Davison was in control of his funds and he thought that what was recorded as invested with STA, was simply one of the conduits used by Mr Davison.

[14] Mr Mpambaniso's investment was duly transferred to the account of SBA. It was accounted for in the approved annual financial statements of SBA at 28 February 2015, as an unsecured interest free loan with no fixed repayment terms, owed by SBA to Mr Mpambaniso. The annual financial statements of SBA on 29 February 2016 no longer reflected Mr Mpambaniso as a loan creditor, which would

be consistent with the investment amount no longer being held by SBA at the 2016 financial year end.

[15] During May 2015 Mr Mpambaniso's investment was transferred to Boutique Collective Investments, also later designated on its stationery as Boutique Collective Investments Caleo (collectively referred to as BCI), together with other monies, as an investment by and in the name of SBA. The investment was acknowledged in correspondence from BCI which designated SBA as investor number 950670. BCI confirmed that the investment was held in various underlying funds, including BCI BetaPlus Fund A, BCI BetaPlus Balanced Fund B, and other funds. Redemptions were made and switches in funds occurred from time to time thereafter as accounted for by BCI to SBA.

[16] Before the end of the 2016 financial year end it was recorded in statements from BCI that the investment in the underlying funds, which had changed to be held, amongst others, also in Caleo BCI Worldwide Opportunities Fund of Funds and Caleo BCI Balanced Fund of Funds A, were held by BCI for and on behalf of STA with investor number 954239. The investments were no longer held by SBA. Tax certificates in respect of the investments for the 2016 tax year were issued by BCI to STA. Investment in the funds held by STA were thereafter, from time to time, redeemed and also switched to other funds.

[17] The transfer of the investments, from being held by SBA to STA, came about as a result of the directors of SBA having resolved during 2015 to invest the funds held by SBA through STA as investor. STA had been formed with Mr Mpambaniso, Mr Jenkins and Mr Davison as shareholders, the same shareholders as for SBA. They were later joined by Ms Lubbe and Mr Stemela as shareholders in STA.

[18] Nothing turns on this. The term of the mandate was that the investment amount would be invested in accordance with a wide, unfettered discretion. It would include the platform or entity in whose name the investment would be held.

[19] The benefits of holding the investments in the name of STA are similar to them being held in SBA. And as pointed out earlier, Mr Mpambaniso's attitude was that he did not mind how and where the investment amount was invested. There was also some dispute whether the substitution of STA arose because of FICA requirements, but this need not be determined as it is immaterial to the merits of the appeal. What is important is that STA replaced SBA. The funds of the trusts, including Mr Mpambaniso's investment amount and any growth thereon, were thereafter always accounted for by BCI, as being held for and on behalf of STA as the investor of the funds.

[20] As an illustration of this, when Mr Mpambaniso requested proof of his investment during September 2016, he was provided with the latest BCI statement up to 31 August 2016. The statement reflected that invested through BCI on behalf of STA investor number 954239 in a sub-account designated as 'SQUIRREL TRUST ADMINISTRATORS MM' were various investments, reflecting opening balances, purchases, advisory fees, and switches, for example, in respect of Caleo BCI Balanced Fund of Funds B and Caleo BCI Worldwide Opportunities Funds of Funds A.

[21] The draft financial statements of STA on 29 February 2016, not approved, but prepared on information supplied by Mr Davison, reflect Mr Mpambaniso as a

loan creditor. They also reflect various loans to Mr Davison, Mr Jenkins, Ms Lubbe, Mr Stemela and SBA.

[22] When statements reflecting the investments were provided by Mr Davison to Mr Mpambaniso at his request, Mr Mpambaniso never objected to them as being contrary to the terms of his investment mandated to Mr Davison. Although the requests would be made to Mr Davison as the human personification representing STA, there was never any suggestion prior to the events giving rise to the action, that Mr Mpambaniso was addressing Mr Davison in any capacity other than as the representative of STA, and prior to STA, as the representative of SBA. The responses by Mr Davison invariably either originated from the STA email addresses, or where from his SBA email address, the message concluded by expressly stating that it was from him as director of STA.

[23] When Mr Mpambaniso from time to time requested from Mr Davison redemptions from the investment, payment of the amounts requested would be made via BCI from the funds, received into the account of STA and then paid to Mr Mpambaniso. The exception was the last request. Mr Mpambaniso's final redemption request, on or about 19 February 2018, for R3 354 996.59, was seemingly processed by the amount being withdrawn and paid into the account of STA, but then not paid over from STA to Mr Mpambaniso. This was because STA was insolvent and could not make payment.

[24] STA was subsequently liquidated. Mr Mpambaniso maintains that Mr Davison (without his knowledge or consent) had used his investment to repay STA's clients after he had appropriated its funds without authorisation. Mr Davison and STA explain that dividends had been paid to shareholders in error as they were not

yet entitled to them, leaving insufficient funds to pay Mr Mpambaniso. They contend that if assets are recovered in STA, then there will be sufficient funds for Mr Mpambaniso to recover his investment. Mr Mpambaniso's subsequent written demand for payment was addressed to SBA, and not to Mr Davison.

In the trial court

[25] As to the fate of the alternative claim against SBA, before the trial court Mr Mpambaniso stated in cross-examination that Mr Davison's counsel was right in putting it to him that he never concluded a contract with SBA. When asked whether he would have any objection if the court at the end of the proceedings dismissed his alternative claim against SBA, Mr Mpambaniso replied that that would be the court's decision, but agreed that, on his version, he could not have an objection thereto. Based on this exchange, the trial court found that Mr Mpambaniso had abandoned his claim against SBA and accordingly dismissed the claim.

[26] As regards Mr Mpambaniso's claim that he had contracted with Mr Davison in his personal capacity, the trial court concluded that Mr Mpambaniso failed on the probabilities to prove that his agreement was with Mr Davison personally. It accordingly dismissed Mr Mpambaniso's claim against Mr Davison with costs.

In the full court

[27] The majority of the full court focussed predominantly on the email of 1 February 2015, referred to earlier, specifically that Mr Mpambaniso had addressed it to 'James' (Mr Davison) and that he should invest the investment amount in 'your' (his) discretion, as indicative that Mr Mpambaniso had concluded the agreement with Mr Davison personally and not with Mr Davison representing SBA. It

expressed no view as to whether the trial court had erred in concluding that the alternative claim against SBA had been abandoned.

[28] The dissenting judgment of Ranchod J reasoned that the email had to be interpreted in context. It concluded that the mere fact that Mr Davison was to exercise a discretion could not, without more, lead to the conclusion that he was instructed to invest the funds in his personal capacity and thereby attracted personal liability.

Discussion

[29] Mr Mpambaniso's contentions relied primarily on the wording of the 1 February 2015 email. It is trite, following the relevant oft-quoted paragraphs from *Endumeni*² that any interpretive exercise, including the terms of an agreement, requires the language of the text being interpreted in the context in which and the purpose for which it was used.

[30] The mandate contained in the email from Mr Mpambaniso, was written in an informal context in the light of the history of dealings between the parties. They were not establishing a relationship devoid of past interactions. The email simply confirmed that the investment amount should be invested in a discretionary manner, with unspecified and general terms. The email was addressed to Mr Davison, but the reference to 'you' was not exclusionary to convey that he was contracting only with Mr Davison personally; it was used colloquially. Mr Mpambaniso knew from their previous dealings that Mr Davison was representing SBA. SBA was remunerated for forming and administering the trusts of minors. Mr Mpambaniso

² *Natal Joint Municipal Pension Fund v Endumeni Municipality* [2012] ZASCA 13; [2012] 2 All SA 262 (SCA); 2012 (4) SA 593 (SCA) paras 18 and 25.

knew that funds were never invested with or by Mr Davison personally. Mr Davison, it was common cause, is not registered in his personal capacity with the Financial Services Board to render any such services.

[31] Although an appeal court is entitled to overrule the factual findings of a trial court where a trial court misdirects itself or comes to a wrong conclusion,³ as a general principle, an appeal court should not lightly interfere with the factual findings of a trial court. This is also the position in this appeal as regards the trial court's factual findings on the context and purpose of the email. Insofar as the versions of Mr Mpambaniso and Mr Davison were mutually contradictory, the probabilities assumed particular significance.⁴

[32] It is improbable that Mr Mpambaniso would have mandated Mr Davison to invest the investment amount in his personal capacity. Mr Mpambaniso's investment was initially paid into an SBA account. This is indicative of him having contracted with SBA. That this was simply a conduit is improbable. If the agreement was concluded with Mr Davison personally, then there is no reason why the funds could not have been paid to him directly, without passing through any conduit. Commercial companies generally, at the level of probability, are not used as conduits of funds totally unrelated to their business, where direct dealings with the actual contracting party would be possible.

[33] The recordal of Mr Mpambaniso as a creditor in the financial statements of SBA on 28 February 2015, is more consistent with the mandate for investment having been concluded with SBA, than SBA merely being used as a conduit in

³ *Makate v Vodacom Ltd* [2016] ZACC 13; 2016 (6) BCLR 709 (CC); 2016 (4) SA 121 (CC) para 40.

⁴ *Stellenbosch Farmers Winery Group Ltd and Another v Martell Et Cie and Others* [2002] ZASCA 98; 2003 (1) SA 11 (SCA) para 5.

respect of a contract allegedly concluded with Mr Davison. Although the draft financial statements of STA on 29 February 2016 had not been approved, they are consistent with Mr Davison's version that the investment had been transferred to STA.

[34] It is also improbable, if Mr Mpambaniso intended to contract with Mr Davison, that he did not demand payment from Mr Davison personally when formal demand was made. Instead, he demanded payment from SBA. He sought to explain this as being based on advice received from Mr Stemela to 'follow the money'.

[35] This, however, appears contradictory. Even though the investment amount initially was transferred to an SBA account, Mr Mpambaniso, as the recipient of statements generated by BCI and forwarded to him by Mr Davison under cover of emails signed by Mr Davison, knew that the investments were held by STA and not SBA.

[36] It is not in dispute that requests for redemptions made from time to time by Mr Mpambaniso to Mr Davison were processed with the redemption amounts being deducted from the investment held by STA. The redeemed amounts were received into STA's account and then paid to Mr Mpambaniso. This is consistent with the objective documentary evidence in the appeal record. Redemption requests were addressed to Mr Davison in writing, by email, or via WhatsApp messages, but this did not mean, as was suggested, that the agreement had been concluded with Mr Davison personally. Mr Davison responded on behalf of STA by processing the redemptions in the manner stated above.

[37] In following the money, Mr Mpambaniso should have claimed from STA, not Mr Davison. The transfer to STA was, on his own admission, of no consequence to him. The contention that he had contracted with Mr Davison personally only assumed significance when STA did not pay the final redemption, being the full maturity value of his investment held by STA in a sub-account with BCI.

[38] It is significant that Mr Mpambaniso's assertion that his agreement was with Mr Davison personally was made only in a letter dated 24 May 2018. He knew by then that the investments held by SBA had been transferred to STA. He had also come to learn that STA was insolvent. He was left only with asserting a claim against Mr Davison personally.

[39] All investments in funds, redemptions, switches and fees were reflected in the statements Mr Mpambaniso received from the end of 2015. These statements reflected STA as the investor.⁵ The draft financials of STA also reflected him as a loan creditor on 29 February 2016. Mr Davison's statement in the email dated 24 February 2018, that it was not intended that the investment would reside in SBA, must be understood in that context. The intention had changed to the investment residing in STA as the investor.

[40] Similarly, when stating to Mr Jenkins that SBA was not involved, this was in the context of Mr Jenkins wanting to know from Mr Davison why SBA was involved in Mr Mpambaniso's claim. The response that SBA was not involved was correct, because the investments and the obligations relating thereto, had been

⁵ There was some challenge, albeit weakly, by Mr Mpambaniso that the funds paid to SBA were never transferred to STA. This need not be considered further as the funds clearly came to be held and were acknowledged and accounted for thereafter as being invested in the various underlying funds for and on behalf of STA as investor.

transferred to STA. This is also true regarding Mr Jenkins's statement that the agreement was not with SBA. Initially it was, but the agreement then came to be with STA.

[41] If Mr Mpambaniso had contracted with Mr Davison personally then one would have expected Mr Mpambaniso, at the level of probability, to have questioned: (a) the initial transfer of his funds to SBA; (b) his investment thereafter initially being held by SBA as a conduit and not by Mr Davison personally, although the funds were supposedly destined for Mr Davison; (c) his investment then being held by STA which was recorded as such by BCI; (d) money being redeemed and paid to him from STA; (e) statements from BCI reflecting the redemptions reducing the remaining investments held by STA on his behalf; and (f) why all this record keeping was in the name of STA and not Mr Davison personally.

[42] Mr Mpambaniso failed to establish that his agreement was with Mr Davison personally. The majority of the full court erred in its conclusion to the contrary.

The abandonment of the alternative claim

[43] Mr Mpambaniso argues that if his claim against Mr Davison fails then it should at least succeed on the alternative claim against SBA. He accordingly attacks the finding of the trial court that he had abandoned his alternative claim when he agreed, during cross-examination, that he could have no objection were the trial court to dismiss the alternative claim. He says that he qualified his response to the proposition posed to him by Mr Davison's counsel, by stating that it was for the Court to decide. But even if he had agreed that he could have no objection if the Court were asked to dismiss the alternative, that did not constitute an abandonment of his alternative claim.

[44] However, even if one were to accept Mr Mpambaniso's assertion, this would not assist him, as there are two insurmountable hurdles in his path. The first is the finding in this judgment that the investment was transferred to STA. Accordingly, SBA was no longer the investor of Mr Mpambaniso's funds. Judgment against SBA would thus not be competent.

[45] The second is that SBA is not a party to this appeal. The full court did not address the trial court's dismissal of the alternative claim and no order was made in respect thereof.⁶ Mr Mpambaniso thus contends that there was no finding or order to appeal. However, if he wished to obtain judgment against SBA, in the event that the appeal against the full court's majority judgment was successful, then he should have applied for special leave to conditionally cross-appeal the trial court's finding and the full court's failure to have dealt with the dismissal of the alternative claim. Because he did not do so, SBA is not presently a party to this appeal and has not been heard.

[46] In any event, Mr Mpambaniso, even in the absence of argument from SBA, failed to advance evidence to establish an enforceable claim against SBA. He relied on *P M obo T M v Road Accident Fund*,⁷ for the contention that he at no stage specifically withdrew or abandoned his alternative claim. Insofar as it might be contended that he impliedly waived his alternative claim, that a party is not lightly deemed to have waived his rights,⁸ and that there is a factual presumption against

⁶ The full court's failure to deal with the alternative claim must be seen in the context of Mr Mpambaniso having obtained leave to appeal in respect of the whole of the judgment and order of Basson J which would include the finding that he had abandoned his alternative claim.

⁷ *P M obo T M v Road Accident Fund* [2019] ZASCA 97; [2019] 3 All SA 409 (SCA); 2019 (5) SA 407 (SCA) para 14.

⁸ *Feinstein v Niggli* 1981 (2) SA 684 (A) at 699C.

waiver.⁹ He emphasised that Mr Davison's counsel indicated that he would seek a dismissal of the alternative claim, as a recognition that his alternative claim was not abandoned, because if abandoned, it would no longer exist to be dismissed.

[47] There is merit in the submission that the alternative claim was not abandoned. It is however, unnecessary to definitively decide the issue. At an evidentiary level Mr Mpambaniso conceded that he had not concluded an agreement with SBA. There is accordingly no evidence from him to support the alternative claim against SBA. The relevant evidence established, on more than a preponderance of probability, that the initial mandate granted in favour of SBA was transferred from SBA to STA. Hence, there would be no remaining claim against SBA, a fact seemingly recognised and accepted by Mr Mpambaniso by his answers in cross-examination.

[48] Mr Mpambaniso had not retained an enforceable alternative claim against SBA. The alternative claim should, for this reason too, have failed. An appeal lies against an order of a court and not the reasons for the order.¹⁰ No valid basis has been established to interfere with the dismissal by the trial court of the alternative claim. Had the full court dealt with the issue of the abandonment of the alternative claim, the conclusion it would have reached would not have resulted in an order other than for the dismissal of the alternative claim, which was the order of the trial court albeit for different reasons. It would not have afforded grounds to have interfered with the order of the trial court. The appeal to the full court would therefore have been dismissed also in respect of Mr Mpambaniso's alternative claim.

⁹ RH Christie & GB Bradfield *Christie's Law of Contract in South Africa* 8 ed (2022) 533.

¹⁰ *ABSA Bank Ltd v Mkhize and Two Similar Cases* [2013] ZASCA 139; 2014 (5) SA 16 (SCA) para 64.

Conclusion

[49] The reasoning of the trial court and the full court's minority judgment cannot be faulted. The majority of the full court erred in reaching the conclusion it did by elevating colloquial and inconclusive references to 'you' and 'your discretion', as proof that Mr Davison had contracted personally with Mr Mpambaniso. Such a conclusion is improbable when viewed in the context in which the email of 1 February 2015 was addressed to Mr Davison. The appeal must succeed.

Order

[50] The following order is granted:

- 1 The appeal is upheld with costs.
- 2 The order of the full court is set aside and substituted with the following:
'The appeal is dismissed with costs on scale C.'

P A KOEN
JUDGE OF APPEAL

Appearances

For appellant: B H Swart SC

Instructed by: Pierre Marais Attorney, Pretoria
Phatshoane Henney Attorneys, Bloemfontein

For respondent: M P Van der Merwe SC and N G Louw

Instructed by: Bornman and Brink Attorneys, Pretoria
Symington De Kok Attorneys, Bloemfontein.