

SAFLII Note: Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and [SAFLII Policy](#)

**IN THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN**

Not reportable

Case no: 6619/2024

In the matter between

ABSA BANK LIMITED

APPLICANT

And

KING PRICE INSURANCE COMPANY LIMITED

FIRST RESPONDENT

FREDERICK CHRISTIAAN JOUBERT

SECOND RESPONDENT

[Identity number: 7[...]

Date of birth: 19 October 1971

Married out of community of property,
with application of the accrual system,

To Jacoba Anneta Joubert

Identity number: 7[...]

Date of birth: 20 August 1970]

In re:

KING PRICE INSURANCE COMPANY LIMITED

APPLICANT

And

FREDERICK CHRISTIAAN JOUBERT

RESPONDENT

Neutral citation: *Absa Bank Ltd v King Price Insurance Company Ltd and Another In Re King Price Insurance Company Ltd v Joubert* (6619/2024) [2025] ZAFSHC 230 (7

April 2026)

Coram: NAIDOO J

Heard: 24 July 2025

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email and released to SAFLII. The date and time for hand-down is deemed to be 14h00 on 7 April 2026.

Summary: Law of insolvency – application to intervene as creditor in application for sequestration brought by first respondent against second respondent – applicant is a creditor of second respondent who has failed to pay the amount due and payable to the applicant – creditor may intervene at any stage – must make out a case for sequestration and provide security – requirements satisfied – leave to intervene and order for provisional sequestration granted.

ORDER

1. Leave is granted to the applicant to intervene, as a creditor, in the main sequestration proceedings issued under case number 6619/2024;
2. The estate of the second respondent, Frederick Christiaan Joubert, be placed under provisional sequestration in the hands of the Master of the Free State High Court, Bloemfontein, at the instance of the applicant;
3. A rule nisi is hereby issued, calling upon the second respondent and any other interested party to show cause, if any, on 7 May 2026, why a final order of sequestration should not be granted and the costs of this application should not be costs in the sequestration of the second respondent;
4. This order, together with a copy of the Notice of Motion and annexures thereto must be served on the second respondent;

5 A copy of the order must further be served on:

5.1 any registered trade union that, as far as the sheriff can reasonably ascertain, from the employees of the second respondent by enquiring from them whether they are represented by a trade union and whether there is a notice board on the premises to which the employees have access.

5.2 the second respondent's employees, if any, by affixing a copy of the order and the application to any notice board, to which the employees have access, inside the second respondent's premises, or if there is no access to the premises by the employees, by affixing a copy to the front gate, where applicable, failing which, to the front door of the premises from which the second respondent conducts any business; and

5.3 The South African Revenue Service.

6 The costs of this application shall be costs in the sequestration of the second respondent.

JUDGMENT

Naidoo J

[1] The applicant, Absa Bank Limited (Absa) seeks, *inter alia*, leave to intervene (the intervention application) as a creditor in the main application, under case number 6619/24, and also seeks an order for the provisional sequestration of the second respondent, Frederick Christiaan Joubert (Mr Joubert or the second respondent). Mr Joubert opposed this application, and although it seems that the papers in this application were served on the first respondent, King Price Insurance Company Limited (King Price) at the offices of its attorneys, the first respondent did oppose or participate in the present application. Mr Joubert filed an application for condonation for the late filing of his answering affidavit, which Absa did not oppose, although it set out reasons why Mr Joubert did not meet the jurisdictional requirements of the Rules of Court for condonation to be granted. The court considered Absa's submissions but decided that the interests of justice dictate that the answering affidavit should be permitted.

Condonation for such late filing, is granted to the extent that it may be necessary.

[2] The main application was launched by King Price on 20 November 2024 and was set down for hearing on 6 February 2025. In that application, King Price sought the provisional sequestration of Mr Joubert. On 6 February 2025, the matter was postponed to the unopposed motion court roll of 8 May 2025. This application (the intervention application) was launched on 11 April 2025 and was set down for hearing on 8 May 2025. Mr Joubert indicated that on 8 May 2025, the main application was removed from the roll, as a payment agreement had been concluded between him and King Price, in terms whereof Mr Joubert would repay his debt to King Price in instalments. On the same date it seems that the intervention application may have been enrolled for hearing on 5 June 2025, and on the latter date it was postponed for hearing on 24 July 2025, when this court heard this matter. Absa alleges that Mr Joubert's indebtedness to it arises from two events, namely, its granting to him a term loan, for which his indebtedness stands at R17 073 089.26 and a mortgage loan granted to the Jacobus Petrus Joubert Testamentary Trust (The Trust), where the Trust failed to honour the agreed repayments in terms of the mortgage loan agreement. Mr Joubert signed deeds of suretyship, in terms of which he bound himself as surety for the debts of the Trust. His indebtedness to Absa in respect of the Trust's mortgage loan amounts to R3 602 062.17. Mr Joubert's total indebtedness to Absa amounts to R20 675 151.43. Absa alleges that Mr Joubert failed to honour the terms of repayment contained in both the term loan agreement and the deeds of suretyship, in spite of demand being made upon him for payment. It, therefore, is entitled to seek the sequestration of Mr Joubert.

[3] Mr Joubert provided security to Absa in the form, *inter alia*, of cessions of any claim that he may have against the Trust, as contained in the three deeds of suretyship which Mr Joubert signed. In addition, he registered various continuing covering mortgage bonds over various immovable properties registered in Mr Joubert's name. Some of these mortgage bonds included cessions in favour of Absa of all rentals and other income generated and received in respect of the relevant mortgaged property. Mr Joubert ceded to Absa, two life insurance policies over his life, he concluded a general cession in favour of Absa, in terms of which he ceded certain rights that he held, in

terms of a schedule attached to the agreement. In addition, the Trust and Mr Joubert registered a general notarial bond over certain of the Trust's and Mr Joubert's personal movable assets, including but not limited to livestock on various farms. They had defaulted in payment in terms of the acknowledgment of debt they had signed, which was contained in the general notarial bond, despite demand for such payment by Absa. Following this, Absa sought the perfection of the general notarial bond, as it was entitled to in the event of the breach of the general notarial bond. The bond was perfected when some of Mr Joubert's movable assets, pointed out by Mr Joubert, were attached and valued. Similarly, Mr Joubert's immovable properties over which mortgage bonds in favour of Absa were registered, were also valued.

[4] Mr Joubert's movable assets yielded a value of R3 996 400.00 and his immovable properties were valued at R8 498 900.00. Absa therefore alleges that the total fair market value of Mr Joubert's assets amounts R12 495 300.00. Absa further alleges that Mr Joubert, in his financial statements for the year ending February 2023, reflected the value of his assets to be R29 304 149.00. Absa, therefore, concludes that Mr Joubert either dissipated assets to the value of approximately R17 million, to the prejudice of his creditors, or he did not provide a true and accurate reflection of his financial position in the 2023 financial statements. The other possibility postulated by Absa is that the value of Mr Joubert's assets have, due to industry factors, been greatly reduced. The nett result is that, in respect of Mr Joubert's indebtedness to Absa alone, he is factually insolvent in an amount of approximately R8 179 851.43.

[5] Absa alleges further that Mr Joubert committed several acts of insolvency, which strengthens its application for intervention in the main application and for the order of provisional sequestration that it seeks. I name just a few. After King Price obtained judgment against Mr Joubert, it issued a writ of execution against him and attempted to execute same, but Mr Joubert failed to satisfy the debt or to point out disposable property sufficient to satisfy the debt, obliging the sheriff to render a *nulla bona* return. This constitutes an act of insolvency in terms of s 8(b) of the Insolvency Act 24 of 1936 (the Act), which Absa is entitled to rely on. Absa points out a concern that Mr Joubert's advice to the sheriff was untrue, because it had perfected its general notarial

bond and, in that process, Mr Joubert himself pointed out assets, which he owned, to the value of R3 996 400.00. Another act of insolvency cited by Absa is that Mr Joubert signed a written acknowledgement of debt, unconditionally acknowledging his indebtedness to Absa, thus confirming that he was unable to pay the debt which was due, owing and payable to Absa, and required a postponement to make payment in instalments. This constituted an act of insolvency in terms of s 8(g). A further act of insolvency alleged by Absa is the arrangement made by Mr Joubert to repay his indebtedness to King Price in instalments of R140 000.00 per month, commencing on or before 6 February 2025. This was clearly after the main application was launched by King Price. The first payment was made on 4 February 2025, into the trust account of King Price's attorney. The payment arrangement with King Price constituted an act of insolvency in terms of s 8(c) of the Act.

[6] With regard to the order it seeks, permitting it to intervene in the main application, Absa argues that Mr Joubert is undisputedly indebted to it in an amount in excess of R20 million. Being a sizeable creditor, it has a direct and substantial legal interest in the outcome of these (sequestration) proceedings and is, by operation of law, entitled to an order granting it leave to intervene. It has a legally recognized interest in the main sequestration proceedings, and its application is not frivolous because it has made out a proper case for the relief it seeks. Its intervention in these proceedings is convenient and necessary. Absa has, in addition, argued that it provided the court with greater insight into Mr Joubert's financial position, on the information available to it. Absa also alleges that it has no knowledge of whether King Price intends to prosecute the main application, but it appears improbable if Mr Joubert honours the payment undertakings he has made to King Price, utilizing Absa's security. However, in view of King Price's failure to obtain the provisional order on 6 February 2025 and the postponement of the matter on that date, ostensibly to monitor payments by Mr Joubert, justifies the inference that King Price is using the main sequestration proceedings as a sword over Mr Joubert's head to obtain payment of its debt.

[7] Mr Joubert, in answer, raised a number of technical defences, which I will deal tabulate briefly. There were six such defences raised, where Mr Joubert alleges that:

- a) Absa's application to intervene in the main application cannot succeed, as the matter with King Price was resolved. Therefore, there is no application in which Absa can intervene.
- b) Absa makes mention of the Trust in various paragraphs of the founding affidavit, thus acknowledging that the Trust is material to the disputes in this matter, and it has a material interest in this litigation. He is also entitled to rely on any defences that may be raised by the Trust, but Absa has failed to join the Trust as a party. Mr Joubert is 'extremely' prejudiced by the absence of the Trust. The application is therefore, fatally defective and must fail.
- c) He has lodged a complaint with the 'National Credit Council' against Absa and the investigation of the complaint is pending. Mr Joubert attached email correspondence from what appears to be the National Credit Regulator, and I assume this is the entity he refers to as the 'National Credit Council'. I will deal further with this correspondence in due course. Mr Joubert alleges that due to the pending investigation, Absa's application cannot proceed and must be dismissed or stayed.
- d) The parties had agreed that the debt owed to Absa would be suspended and not payable, as the acknowledgement of debt stands to be rectified. He proceeded to give extensive details and history regarding events and occurrences which influenced the conclusion of the acknowledgement of debt. His assertion is that the acknowledgement stands to be rectified, in which case, the debt would not be due, as the arrangements foreshadowed in the rectification would 'balance' his financial position.
- e) The valuations done by JP Hugo in January 2025 were incorrect and/or unreliable as they do not reflect a fair increase in land value. Mr Joubert relied instead on a valuation done by Myburgh Property Valuers in 2023, alleging that the latter's valuation was more reliable.
- f) His financial statements for the year ending 28 February 2023, attached to the founding papers, do not support Absa's case, as it shows that his assets exceeded his liabilities. Further, that Absa did not include the financials of the

Trust. Absa cannot claim the relief it seeks as the absence of the Trust's financials means that there cannot be a proper evaluation of the indebtedness claimed by Absa.

[9] With regard to (e) above, I mention that Mr JP Hugo is a professional property valuer and was appointed by Absa to undertake the valuation of Mr Joubert's immovable properties and other assets, Myburgh Property Valuers were engaged by Mr Joubert. With regard to the rest of the answering affidavit, it is clear that Mr Joubert does not seriously dispute that he is indebted to Absa for at least R8 million. I do not intend to traverse the very long and detailed exposition that Mr Joubert renders in order to support his case that while he and the Trust did their part in terms of the agreements between the parties, it was in fact Absa's conduct which placed him in the situation in which he was, regarding payment of the debt owed to Absa. He, however denies that the amount is due and payable, as it would only fall due at a later stage, as agreed between the parties, flowing from which agreement, the acknowledgement of debt stands to be rectified. Once the rectification takes place, there will be no grounds for Absa to seek his sequestration. Needless to say, Absa not only denies the allegations by Mr Joubert, but dealt in detail with the various points *in limine* to show why such points lack merit and should be dismissed. I will mention Absa's responses, to the extent necessary, in the course of my evaluation of the evidence.

[10] The issues for this court to decide are whether:

- a) the main application is still 'live' or whether it has been finally disposed of;
- b) Absa has *locus standi* to intervene; and
- c) Absa has met all the requirements for the grant of a provisional sequestration order.

[11] As earlier indicated, the main application was removed from the court roll on 8 May 2025, after an agreement was reached between King Price and Mr Joubert that the

latter would repay the amounts due to King Price in instalments. Mr Joubert argued for the dismissal of the intervention application on the basis that the main application has been resolved and therefore there is no application in which Absa can intervene. The relevant provisions of Uniform Rule 41 read thus:

‘(1)(a) A person instituting any proceedings may at any time before the matter has been set down and thereafter by consent of the parties or leave of the court withdraw such proceedings....

(4) Unless such proceedings have been withdrawn, any party to a settlement which has been reduced to writing and signed by the parties or their legal representatives but which has not been carried out, may apply for judgment in terms thereof on at least five days’ notice to all interested parties.’

[12] When a matter is postponed, removed from the roll or struck from the roll, the effect is that the matter is not currently active or requires adjudication by the court. The consequence of this is that the matter may be re-enrolled by either of the parties for hearing before a court. Put differently, the matter has not been disposed of, such disposal being achieved either by the withdrawal of the application or action, or upon the court making a final order in the matter. The main application was neither withdrawn nor finally pronounced upon by the court. It is not disputed that King Price confirmed, in writing, to Absa’s legal representative that it has not withdrawn the main application. In my view that main application remains in force, albeit currently dormant. I am inclined to agree with the submission on behalf of Absa that, in removing the matter from the roll, King Price is holding the proverbial sword over Mr Joubert’s head to ensure he makes payment in terms of the agreement between them. Inherent in that situation is the fact that King Price has the right to re-enrol the main application for hearing or for judgment in its favour, in the event of a breach of the agreement by Mr Joubert. This much is clear from Rule 12(4), fortifying the view that removal from the roll does not dispose of the matter. The point raised *in limine* by Mr Joubert that the main application has been resolved (which I interpret to mean finalized), therefore, lacks merit and must fail.

[13] In considering Absa’s right to intervene, I note that Mr Joubert has not taken issue with Absa’s *locus standi* to intervene in the main application. Rule 12, which deals

with the intervention of persons as plaintiffs or defendants (which applies equally to applications), provides that:

‘Any person entitled to join as a plaintiff or liable to be joined as a defendant in any action may, on notice to all parties, at any stage of the proceedings apply for leave to intervene as a plaintiff or a defendant. The court may upon such application make such order, including any order as to costs, and give such directions as to further procedure in the action as to it may seem meet.’

As I indicated earlier, there is no dispute that Absa is a creditor of Mr Joubert in an amount in excess of R100.00 (as required by the Act), which amount Absa alleges is R20 675 151.43 exclusive of interest, and that such amount remains unpaid. Although Mr Joubert disputes the amount or that it is currently due and payable, this does not detract from the fact that the amount owed runs into millions of Rands, on his own evidence. The position in our law regarding intervention was clarified by the Constitutional Court in *SA Riding for the Disabled Association v Regional Land Claims Commissioner*.¹

‘[10] If the applicant shows that it has some right which is affected by the order issued, permission to intervene must be granted. For it is a basic principle of our law that no order should be granted against a party without affording such party a predecision hearing. This is so fundamental that an order is generally taken to be binding only on parties to the litigation.

[11] Once the applicant for intervention shows a direct and substantial interest in the subject matter of the case, the court ought to grant leave to intervene. In *Greyvenouw CC* this principle was formulated in these terms:

“In addition, when, as in this matter, the applicants base their claim to intervene on a direct and substantial interest in the subject matter of the dispute, the Court has no discretion: it must allow them to intervene because it should not proceed in the absence of parties having such legally recognised interests.”

¹ *SA Riding for the Disabled Association v Regional Land Claims Commissioner* [2017] ZACC 4; 2017(5) SA 1 (CC). See also DE van Loggerenberg *Erasmus, Superior Court Practice*, RS 28, 2025 D1 Rule 12-2 and 12-3.

[14] With regard to the intervention of third parties in insolvency matters, there is in our law a well- established and unique practice, which differs from conventional intervention. The learned author *Erasmus* sets the position out as follows:

- ‘(a) a creditor can intervene at any stage
- (i) to have a provisional sequestration order set aside, or
- (ii) where the applicant does not proceed with the case, or drags his feet, to obtain a fresh sequestration order in his own right and name.
- (b) Where the applicant does not proceed the existing sequestration order cannot be confirmed at the instance of any intervening creditor as applicant, who then becomes *dominus litis* and the original applicant drops out altogether’
- (c) The intervening creditor must make out a case for sequestration and furnish security as though he had originally been the applicant.’²

There can be no doubt, based on what I have set out above and the legal position in respect of intervention in insolvency matters, that Absa has the right to intervene in the main application, and I am satisfied that the application for intervention should be allowed.

[15] I turn now to consider if Absa has made out a case for sequestration. In order to obtain an order for the provisional sequestration of Mr Joubert, Absa is required to establish, *prima facie*, that:

- a) it has a liquidated claim of not less than R100 against the debtor;
- b) the debtor has committed an act of insolvency or is insolvent; and
- c) There is reason to believe that it will be to the advantage of creditors if the debtor’s estate is sequestrated.

I have already mentioned that there is no dispute that Absa is a creditor of Mr Joubert who has a liquidated claim of not less than R100.00. Mr Joubert, according to Absa, committed six acts of insolvency. I have mentioned some of those earlier (in para 6), and note that Mr Joubert has not meaningfully grappled with these acts of insolvency set out by Absa, save to say, for instance, that Absa cannot rely on the sheriff’s *nulla bona* return rendered to King Price, when it issued a writ of execution against Mr Joubert. He did not elaborate on why he

² At Rule 12-2 to 12-3

says that Absa could not rely on that return. It should be borne in mind that Absa seeks to intervene as a creditor in the main application, which is based on such an act of insolvency on Mr Joubert's part, which King Price listed as one of the grounds for requesting a provisional order of sequestration.

[16] Absa's contention that Mr Joubert is factually insolvent, even if his indebtedness to Absa alone is considered, is not misplaced, nor is its contention that it has proved that Mr Joubert's liabilities, which were fairly estimated, exceeded his assets, which were fairly valued. Mr Joubert disputes the valuations placed on his immovable properties by JP Hugo, which valuations were undertaken in January 2025, and relies instead on the higher valuations done in 2023 by Myburgh Property Valuers. Mr JP Hugo filed a confirmatory affidavit, in which his valuations and consequent report, were confirmed. Myburgh Property Valuers did not file such an affidavit. In addition, it is apparent that Myburgh's valuation included property belonging to the Trust, which is not permissible as only Mr Joubert's assets are relevant in these insolvency proceedings. I am therefore more inclined to accept Mr Hugo's valuations as being more accurate and reliable, considering that Myburgh's valuations were done in 2023, such valuations are unconfirmed, and thus amount to hearsay evidence. Save to say that hearsay evidence is inadmissible and has no probative value, I do not deem it necessary to embark on an exposition of the legal position in respect of the admission of hearsay evidence. That said, I accept Absa's assertion that Mr Joubert's fairly estimated liabilities exceed his fairly valued assets. Further, the signing of the acknowledgement of debt by Mr Joubert is an act of insolvency in terms of s8(e) of the Act, in that it constituted, either expressly or impliedly, an acknowledgement that he was unable to pay, in full, the debt owed to Absa.

[17] With regard to whether there is an advantage to creditors in granting a sequestration order, it has been reiterated in a number of cases that the test at the provisional stage is whether the court is of the opinion that *prima facie*, there is reason to believe that it will be to the advantage of creditors, not necessarily that an advantage will accrue.³ The facts placed before the court must satisfy it that there is a reasonable

³ *Industrial Development Corporation of South Africa Ltd v Burger and Another, In Re Industrial Development Corporation of South Africa Ltd v Burger and Another* [2014] ZAWCHC 23.

prospect, which is not too remote, that some pecuniary benefit will result to creditors.⁴ In the present application, given the various acts of insolvency committed by and not fully dealt with or explained by Mr Joubert, there is reason to believe that upon granting of the provisional sequestration order sought by Absa, a trustee would be appointed, who would be eminently placed in a position to investigate various transactions and dealings to ascertain if there have been void or voidable transactions or dissipation of assets to the detriment of Absa and other creditors of Mr Joubert. The trustee would be able to claim repayment of funds dissipated and/ or recovery of assets so alienated. The trustee, acting in accordance with his statutory powers may well be able to discover additional assets of the insolvent estate.

[18] Absa has intimated that the arrangement to pay King Price may well be a transaction that should be set aside and funds distributed fairly to all creditors. This can only be achieved by the trustee who is authorized by the Act to do so. The trustee's investigations may also uncover why in February 2023, the value of Mr Joubert's assets in his financial statements for that year were reflected as R17 million more than the value placed on those properties by Mr Hugo in 2025. If indeed Mr Joubert is not insolvent, as he claims he is, then the provisional order can be uplifted. In the interim, the interests of creditors, pending the investigations of the trustee, must be protected. I note that the statutory requirements for the furnishing of security and service of the application, have been complied with.

[19] For the sake of completeness, I will mention the rest of the points *in limine* raised by Mr Joubert. As is apparent, I have already dealt with the point that the main application has been resolved as well as that relating to the valuation of Mr Joubert's immovable properties and assets. In my view, the remaining points *in limine* appear to have been raised merely to create disputes on the papers, do not have merit and cannot be sustained. With regard to the non-joinder of the Trust, the mere mention of the Trust by Absa in several paragraphs of its founding affidavit, does not clothe the Trust with a direct and substantial interest in these proceedings to justify its joinder herein. Simply making a bald statement that Mr Joubert will be 'extremely' prejudiced by

⁴ *Stratford and Others v Investec Bank Limited and Others* [2014] ZACC 38; 2015 (3) SA 1 (CC), where the Constitutional Court cited with approval *Friedman Meskin & Co v Friedman* 1948 (2) SA 555 (W) at 559.

such non-joinder, does not avail him, without an explanation of what prejudice he will suffer. The point about the complaint against Absa being lodged with the National Credit Regulator is a red herring. No evidence whatsoever has been provided of the complaint actually having been lodged. This point requires no further attention from this Court. When a creditor has alleged that the debtor is factually or actually insolvent and puts up evidence in support thereof, the debtor bears an evidentiary burden to disprove that allegation. In this case, Mr Joubert has done nothing to give details or proof of his financial standing since 2023. Absa attached Mr Joubert's 2023 financial statements because that is all the information they had. He impermissibly relies on those statements to say that his assets exceeded his liabilities. He also does not explain why the failure to include the financials of the Trust has a bearing on an application for his provisional sequestration. Simply making a further bald statement that, without the financial statements of the Trust, a proper assessment of his indebtedness to Absa was not done, does not avail him.

[20] In the circumstances, I make the following orders:

- 1 Leave is granted to the applicant to intervene, as a creditor, in the main sequestration proceedings issued under case number 6619/2024;
- 2 The estate of the second respondent, Frederick Christiaan Joubert, be placed under provisional sequestration in the hands of the Master of the Free State High Court, Bloemfontein, at the instance of the applicant;
- 3 A rule nisi is hereby issued, calling upon the second respondent and any other interested party to show cause, if any, on 7 May 2026, why a final order of sequestration should not be granted and the costs of this application should not be costs in the sequestration of the second respondent;
- 4 This order, together with a copy of the Notice of Motion and annexures thereto must be served on the second respondent;
- 5 A copy of the order must further be served on:

5.1 any registered trade union that, as far as the sheriff can reasonably ascertain, represents the employees of the second respondent. The Sheriff is directed to ascertain from the employees of the second respondent whether they are represented by a trade union and whether there is a notice board on the premises to which the employees have access.

5.2 the second respondent's employees, if any, by affixing a copy of the order and the application to any notice board, to which the employees have access, inside the second respondent's premises, or if there is no access to the premises by the employees, by affixing a copy to the front gate, where applicable, failing which, to the front door of the premises from which the second respondent conducts any business; and

5.3 The South African Revenue Service.

6 The costs of this application shall be paid by the estate of the second respondent.

S NAIDOO
JUDGE OF THE HIGH COURT

Appearances

For the Applicant:

Adv S Tsangarakis

Instructed by:

Symington De Kok Attorneys

169B Nelson Mandela Avenue

Westdene

Bloemfontein

(Ref: D Möller/FMJ0079/MG)

For the First Respondent:

No appearance

Attorneys:

Weavind & Weavind Inc

c/o MM Hattingh Attorneys Inc

1A Goodale Street

Waverley
Bloemfontein

For the Second Respondent:
Instructed by:

Adv DH Wijnbeek
Andreas Peens Attorneys
Van Wyk Prokureurs Inc
Ground Floor, Linde Building
7 Collins Road
Arboretum
Bloemfontein
(Ref: DVW/TBC)