



**IN THE LAND COURT OF SOUTH AFRICA
HELD AT RANDBURG**

CASE NO: LCC 163/2023

Before: MALULEKE AJ

Heard on: 6 FEBRUARY 2026

Delivered on: 04 May 2026

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| (1) | REPORTABLE: Yes/ No |
| (2) | OF INTEREST TO OTHER JUDGES: Yes / No |
| (3) | REVISED: Yes / No |

Date: 04 May 2026

In the matter between:

CHARLES JOHANNES LAMBRECHTS N.O.

Applicant

CHARLES JOHANNES LAMBRECHTS N.O.

Second Applicant

HIGHLANDS NIGHT INVESTMENT 108 CC

Third

Applicant

and

PIET BOOYSEN	First Respondent
JOHANNA DE JONGH	Second Respondent
PATRICK DE JONGH	Third Respondent
ADAM DE JONGH	Fourth Respondent
ALL OTHER PERSONS RESIDING WITH OR UNDER THE FIRST TO THE FOURTH RESPONDENT IN THE PREMISES ON VERGENOEGD FARM, WORCESTER, WESTERN CAPE PROVINCE	Fifth Respondent
BREEDE VALLEY MUNICIPALITY	Sixth Respondent
PROVINCIAL DIRECTOR OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT	Seventh Respondent

ORDER

1. The application for an order for the eviction of the First Respondent is granted.
 2. The date on which the First Respondent is to vacate the premises in terms of section 12(1)(a) of ESTA (if he has not yet done so) is to be 4 November 2026 after he has been paid the outstanding agreed settlement amount owed to him.
 3. The application for an order for the eviction of the Second to Fifth Respondents is dismissed.
 4. There is no order as to costs.
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JUDGMENT

MALULEKE AJ

Introduction

[1] This is an application for the eviction of the First to Fifth Respondents (Respondents) from the farm Vergenoegd Farm, No 656, situated in the Division of Worcester, Western Cape Province. The eviction application is instituted in terms of section 11 of the Extension of Security of Tenure Act 62 of 1997 (“ESTA”).

Parties

[2] The First to Third Applicants are Mr. Charles Johannes Lambrechts N.O., Ms Sharon Lee Lambrechts N.O. and Highlands Night Investment 108 CC (“the Company”) respectively. Charles Johannes Lambrechts N.O. is the sole member of the Company and the deponent to the founding affidavit.

[3] The First to Fifth Respondents are Mr. Piet Booysen (“Mr. Booysen”), Ms Johanna de Jongh (“Ms de Jongh”), Mr. Patrick de Jongh, Mr. Adam de Jongh and all other persons residing with or under the First to the Fourth Respondents in the premises on Vergenoegd Farm, Worcester, Western Cape Province respectively, (“the Respondents”).

[4] The Sixth to Seventh Respondents are Breede Valley Municipality (“the Municipality”) and the Provincial Director of the Department of Agriculture, Land Reform and Rural Development (“the Department”), respectively.

Brief background

[5] Mr. Booysen arrived at the farm in March 2005¹ with Ms de Jongh and his 4 siblings, three brothers and a sister. They resided with their father, Mr. Adam

¹ Founding Affidavit, paragraphs 14 and 37, however, in paragraphs 10 and 35 of the Answering Affidavit, the First Respondent states that he arrived at the farm in August 2005. There is a contradiction in terms of the dates, however the substantive information is the same.

Booyesen, who was at the time, employed at the farm by Mr. Charles Lambrechts. They resided at the farm with consent from Mr. Charles Lambrechts, the owner of the farm. Mr. Booyesen was employed by the Company from 1 March 2005² until 19 August 2014 when he was dismissed from the employment. Ms de Jongh was employed by the Company as a child caretaker and later worked as a domestic worker in houses situated on the farm from 14 December 2005 until about 19 August 2014.

[6] Mr. Patrick de Jongh was also employed on the farm by the Company on a seasonal basis, which came to an end on 8 August 2014. Mr. Adam de Jongh also was employed on a permanent basis on the farm from February 2010 to 8 October 2014. The First, Second and Fourth Respondents' employment officially terminated on or about 18 November 2014, when a settlement agreement was reached between the parties at the CCMA.

[7] Mr. Booyesen was allocated a house on the farm in September 2005, due to his permanent employment, which required his residence on the farm. He still occupies that house with Ms de Jongh, Mr. Patrick de Jongh and all occupiers listed as the Fifth Respondents. According to the Applicants, Ms de Jongh did not qualify for a house, because she was not permanently employed in the farm.

[8] Mr. Adam de Jongh was allocated a house because he was a permanent employee, however, the Applicants contend that he relocated off the farm during March 2022, though he left his belongings in that house, and he is currently in custody, serving a prison sentence for murder.

[9] The Applicants state that none of the Respondents are eligible for housing on the farm after Mr. Booyesen's dismissal from his employment. The reason underlying the Respondents' occupation of the premises on the farm came to an end after the termination of the Contract of Employment of Mr. Booyesen.

² Mr. Booyesen states that he started work on the farm in September 2005, while the Applicants state that he started on 1 March 2005.

[10] The Applicants have instituted proceedings for an order of eviction against the Respondents. Mr. Patrick de Jongh and Mr. Adam de Jongh have not filed any notice to oppose and/or the answering affidavit. They were not represented at the hearing, and the representatives from the Legal Aid of South Africa (“Legal Aid”) indicated that they do not have a mandate to represent them.

Issues to be determined

[11] Issues to be determined are whether:

- a. the respondents qualify as “occupiers” under ESTA?
- b. the right of residence of all the occupiers was lawfully terminated?
- c. the applicants complied with procedural requirements under ESTA?
- d. the eviction is just and equitable under sections 8 and 9 of ESTA?
- e. the Plascon-Evans rule is applicable to this case?
- f. Whether Mr. Booysen has a lien for the renovations he effected on the house they lived in?
- g. a default judgment should be granted against Mr Patrick de Jongh?

Applicants’ case

[12] In their founding affidavit, the Applicants argue that the Respondents’ right of residence arose solely on the basis of Mr. Booysen’s employment on the farm and that since Mr Booysen’s employment on the farm has been terminated fairly in terms of the Labour Relations Act (“LRA”). The dismissal was taken to the CCMA by the First, Second and Fourth Respondents. A settlement agreement was reached on compensation and the date for the official termination of their employment. Then, they sent the required notices in terms of sections 8(1) and (2). The application for an order of eviction is on lawful ground in terms of section 8(1) of ESTA.

[13] Mr. Booysen was found guilty for absenteeism, use of crude language in the workplace and insubordination towards his superiors, for which transgression various warnings were issued against him. Ms de Jongh unilaterally absconded from work after the disciplinary hearing was called against Mr. Booysen. She stayed out of work and joined in the CCMA referral. Her employment also came to a lawful end on 18

November 2014. She is now employed by Mr. Coetzee on the neighbouring farm. They further argue that Mr. Patrick de Jongh and the Fifth Respondent reside in the premises with or under the Mr. Booysen and Ms de Jongh in terms of section 6(2)(d) of ESTA.

[14] Despite lawful termination of Mr. Booysen's Contract of Employment, the termination of the Respondents' right of residence as well as many opportunities provided by the Applicants to resolve the matter amongst the parties, the Respondents have failed and/or refused to vacate the premises on the farm voluntarily as requested. The Applicants also contend that all alleged rights relied on in terms of sections 3(4) and 3(5) have been lawfully terminated. The eviction will not render them homeless because Ms de Jongh has an RDP house in Erf 1[...] Riebeek Kasteel under Breede Valley Municipality occupied by her son.

[15] They contend that since Mr. Booysen is 47 years, he is not entitled to the additional protection in terms of section 8(4) of ESTA. They state that they have complied with the conditions for eviction as required in section 11 of ESTA and they have given the required notice in terms of section 9(2)(d) of ESTA.

Meaningful engagement with the Municipality

[16] The Municipal report provides that there are no alternative accommodation, low-income rental houses, emergency or temporary accommodation available, and recommends that the Respondents apply to be included in the housing database. The report also provides that an eviction order will render the Respondents homeless.

[17] The Probation Report recommends that an eviction order should not be granted as there is a risk of homelessness and some of the occupiers are children, taking into consideration that Mr. Booysen and Ms De Jongh are long-term occupiers. The report recommends that parties should pursue mediation. The Applicants argue that the Probation Officer failed to take into consideration what is pleaded in the Founding Affidavit and did not engage their representative. One can only conclude that there was no meaningful engagement between the Probation

Officer, the Municipality, the Department and all the parties. As a result, there is no report from the Department and the Municipality that indicates the assistance to be provided with regard to emergency, short term or long term accommodation, in terms of section 4 grants of ESTA ,will be provided to the Respondents if they were to be evicted.

Comparative hardship

[18] The Applicants state that, due to the Respondents' unlawful occupation, they are unable to utilise the house to provide (adequate) housing for their employees, and by being unable to do so, the Applicants' employees as well as the effective functioning of the farming activities are being seriously prejudiced. As a result, the Applicants are suffering an enormous amount of financial strain by not being able to utilize the premises.

Respondents' case

[19] Mr. Booysen signed the Contract of Employment on 15 September 2008, three (3) years after he has been working at the farm and was already residing at the house he is currently residing in with his family; however, he argues that he did not sign the Housing Agreement with a signature that purports to be his, dated 3 September 2013.

[20] He was appointed as a general worker, then as a driver, and later as an excavator and earned an additional One thousand five hundred rands (R1500,00) for working as an excavator, which was revoked in 2014 by Mr. Jan Geldenhuys who was the manager of the farm at the time, while still being expected to continue working as an excavator without the additional pay.

[21] He states that, between 2008 and 2009, he received building material from the Applicants to effect extensions to the house which initially had two (2) bedrooms. He built additional two bedrooms, a bathroom and an enclosed porch, by himself with the help of his family, as it was agreed with the Applicants that he would build

the additional rooms at a cost or fee, but he was never remunerated for the work he did.

[22] The circumstances that led to the dismissal of the Respondents from employment and this application:

22.1 Around 2013, Mr. Booysen became sick and was diagnosed with tuberculosis and received treatment for a period of 6 months. His health was materially deteriorating at that point and could not perform his work efficiently. This resulted in him no longer being able to do the excavator work as he previously did. Mr. Booysen contends that prior to these incidents, he had been a diligent worker.

22.2 He challenges the reasons for his dismissal that he was dismissed for offences committed by his son, Mr. Adam de Jongh.³ He also challenges the reasons for the dismissal of Ms de Jongh, that on the day she was dismissed, she went to work as usual and on arrival at the premises she worked, she was informed by Mr. Jan Geldenhuys that she is no longer employed at the farm as her employment terminated with that of her husband. She was advised to handover the keys to her area of work. She did not receive a formal letter for her dismissal or was she provided with reasons on why she was dismissed. she was not even subjected to a disciplinary hearing.

22.3 Mr. Booysen states that he did not attend any disciplinary hearings held against him because he had already regarded himself as dismissed. He and Ms de Jongh referred the matter to the CCMA, within two months a settlement was reached with the Applicants for a payment of their salaries for a period of two months. The Applicants were required to pay them R5600,00 (Five thousand and six hundred rands), however the Applicants only paid them 50% of the amount and stated that they

³ Answering Affidavit, paragraphs 41 to 42.

will only pay the rest when the Respondents vacate the premises. To date, they have not received the balances of the settlement amount.

[23] Mr. Booysen opposes the eviction on the basis that:

23.1 The termination⁴ of their right to occupy is unlawful because they are occupiers as defined in section 3 of ESTA. The termination is not just and equitable as provided for in terms of sections 8(1)(a)-(e) of ESTA, taking into consideration the fairness of the agreement, provisions in the agreement, or provisions of law which are relied on by the owner or the person in charge and the conduct of the parties giving rise to the termination. They have lived in the farm for about twenty (20) years.

23.2 They are occupiers in terms of section 11 of ESTA, therefore, their eviction would not be just and equitable in terms of, sections 11(3)(a)-(e) of ESTA. There is no suitable alternative accommodation,⁵ and they would therefore be rendered homeless, as a result, the hardship they would endure as occupiers would far outweigh the hardship to the Applicants and that section 26 of the Constitution protects them from being rendered homeless.

23.3 He further argues that Ms de Jongh is not an occupier under him, but an occupier in her own right in terms of sections 3(4) and 3(5), and that her eviction must comply with section 8 and 9 of ESTA.

Whether Plascon Evans is applicable?

[24] The Applicants' representative, Advocate Montzinger, urged the Court to apply the Plascon Evans rule because it is stated in the founding affidavit, that Mr. Booysen received housing solely because of his employment at the farm, and that Mr. Booysen confirmed it in the answering affidavit. The Applicants further argued

⁴ Answering Affidavit, paragraphs 67 to 70.

⁵ Taking into consideration that they lived in a four (4) bedroomed house with a bathroom and enclosed porch and the lien they have over the house.

that Mr. Booysen made a bare denial without proof, that he did not sign the Housing Agreement.

[25] The approach to factual disputes is set out in the well-known matter of **Plascon Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd**.⁶ The rule set out provides that “....where there is a dispute as to the facts, a final interdict should only be granted in notice of motion proceedings, if the facts as stated by the respondents together with the admitted facts in the applicant’s affidavits justify such an order... . Where it is clear that facts, though not formally admitted, cannot be denied, they must be regarded as admitted”. The rule ensures that a Respondent’s version prevails if it contradicts the Applicant’s version and it is not far-fetched or clearly untenable.

[26] The Respondents raised real, genuine, and *bona fide* dispute of facts:

- a. Ms de Jongh is an occupier in her own right, in terms of section 3(5) of ESTA, her right of residence is not dependent on Mr. Booysen’s right of residence, and she is not affected by the termination of his Contract of Employment. As set out in **Klaase and Another v van der Merwe N.O. and Others**,⁷ that women are occupiers in their own right;
- b. The Applicants did not comply with the requirements of sections 8 and 9 of ESTA with regards to all the other Respondents, except for Mr. Booysen;
- c. On the disputed signature on Housing Agreement, it cannot be rejected as far-fetched or untenable. The Respondents’ representatives, Ms Mgedezi and Ms Julius argued that the Applicants failed to provide expert evidence to confirm that the signature is that of Mr. Booysen.
- d. Mr. Booysen indicated that there is no suitable alternative accommodation, that the termination of their right of residence was not lawful and that if the eviction is granted, it will not be just and equitable, and will lead to them being homeless.

⁶ 1984 (3) SA 623 (A) at 634E – 635D paragraph 8, see also *Stellenbosch Farmers' Winery Ltd v Stellenvale Winery (Pty) Ltd* 1957 (4) SA 234 (C).

⁷ *Klaase and Another v van der Merwe N.O. and Others* [2016] ZACC 17.

[27] Advocate Montzinger, argued that Ms de Jongh did not file her own answering affidavit or a confirmatory affidavit on Caseline, as a result, everything argued by their representatives is hearsay evidence, it is *pro non scripto* and therefore cannot be considered by the Court.

27.1 In paragraph 81 of the answering affidavit, Mr. Booysen stated that: “*I make this submission on the basis that if the second respondent is to be evicted, it must be done so on the basis of her being an occupier and not as someone who derived residence through me and the agreement that I had signed. On this consideration, I submit that the eviction against her ought to be dismissed.*”

27.2 Ms Mngedezi pointed out that the confirmatory affidavit of Ms de Jongh was filed in Court but not uploaded on Caselines, therefore the evidence is not hearsay. The court found it in the hardcopy bundle.

27.3 Further, if the Applicants expected a separate answering affidavit from Ms de Jongh, they should have issued a separate application against her. They joined her in the application for the eviction of Mr. Booysen and on the basis of grounds not applicable to her but to Mr Booysen.

[28] The Respondents raised real, genuine, and *bona fide* dispute of facts. I will proceed to discuss the legal framework applicable to the facts of this case.

Whether a default judgment for an order of eviction, should be granted against Mr. Patrick de Jongh and Mr. Adam de Jongh?

[29] Legal Aid stated that they represent the First, Second and Fifth Respondents only. Advocate Montzinger inquired whether Mr. Patrick de Jongh, and Mr. Adam de Jongh, have decided not to participate in these proceedings despite being served. He stated that Mr. Adam de Jongh is actually serving a prison sentence. He said he will address the Court on Mr. Patrick de Jongh, and Mr. Adam de Jongh later that the application must be successful against both of them. However, he did not address the Court on the application for a default judgment to be granted against them.

[30] Section 18 of the Land Court Act 6 of 2023 provides that:

“A judgment by default may be granted by the Court in the manner and in the circumstances determined in the rules: Provided that the Court must be satisfied that there was proper service of the process by which the case was initiated.”

[31] Rule 58(5) of the Land Claims Court Rules provides that:

“If any party applies for a default judgment, he or she must present the evidence necessary to support the judgment.”

[32] In **Basel v Mkhize and Another**⁸ paragraphs 7 and 8, Gildenhuys AJ held:

‘...A claim for eviction under the Tenure Act is, in my view, not a liquidated demand, and default judgment must not be given in the absence of supporting evidence. The nature and extent of the supporting evidence will depend significantly on the perspicacity of the judicial officer concerned in relation to the facts of each particular case. Where the court has to exercise a discretion or make a value judgment, there must be evidence on which that discretion or value judgment can be based. The evidence need not necessarily be viva voce. In most instances, affidavits will suffice.’⁹

[33] In the matter of **Du Plesis v Mosia**,¹⁰ in paragraphs 6 to 7, Bam JP held:

‘As far as the manner of service is concerned, it is correct that regulation 9(4) formulated in terms of the Act, allows service by affixation to the door of the occupier’s place of residence when personal service is not possible. However, regulation 11(2) of these regulations implies that, not only must the court be satisfied that service was effected in this manner, but also that a copy of the notice was in fact received by the person on whom it was required to be served. There is nothing in the record of the proceedings to indicate that the magistrate applied his mind to this requirement.

⁸ *Basel v Mkhize and Another* (LCC33R/01) [2001] ZALCC 8.

⁹ See *Havenga v Parker* 1993 (3) SA 724 (T).

¹⁰ *Du Plesis v Mosia* LCC117R/04 [2005] ZALCC 3.

It is instructive to note that the Land Claims Court Rules state that when it is not possible or feasible to effect personal service, in accordance with the provisions of rule 4(2) of the Uniform Rules, the court may, on application, make an order containing the requisite directions.¹¹ There is clearly a discrepancy here when contrasted with the service by affixation sanctioned in the regulations by the Act. Perhaps the situation should be addressed and reconciled by an appropriate practice direction.'

[34] The Court inquired from Advocate Montzinger, if all Respondents received notices, he responded that all notices were served on Mr. Booysen as he was at the house and received notices on behalf of all of them. Then he said, we know that they received them because there is no dispute in the papers that they have not received these notices. This statement is farfetched because the very two Respondents that he says did not dispute receipt of the notices, have not entered notices on the intention to oppose, that is not an indication that there is no dispute, it could be that they did not receive the notices. There was no Affidavit from Mr. Booysen that declared that he forwarded the notices to Mr. Patrick de Jongh and Mr. Adam de Jongh. The Applicants were required to prove that the notice was in fact received by the person on whom it was required to be served, they cannot just assume that they received it.

Legal framework

The material provisions of ESTA

[35] ESTA was promulgated to give effect to key constitutional¹² rights, section 25 on property, including the right to security of tenure and not to be arbitrarily evicted, and section 26, the right of access to adequate housing.¹³ Any termination of such

¹¹ Rule 4(2) "If it is not possible to effect service in any manner aforesaid, the court may upon the application of the person wishing to cause service to be effected, give directions in regard thereto."

¹² The Constitution of the Republic of South Africa, 1996

¹³ It seeks to protect vulnerable occupiers living on land falling within the ambit of ESTA from unjustified evictions and the risk of homelessness. It was enacted to *inter alia*, regulate conditions of residence on certain land as well as the conditions on and circumstances under which the right of persons to reside on land may be terminated. Its aspirations as articulated in its Preamble is to

occupiers' right of occupation must therefore comply strictly with the provisions of ESTA.¹⁴

[36] The material provisions of ESTA include:

36.1 The occupier is defined in section 1 of ESTA to mean a person residing on land which belongs to another person, and who on 4 February 1997 or thereafter had consent or another right in law to do so. It excludes a person using or intending to use the land in question mainly for industrial, mining, commercial or commercial farming purposes, but including a person who works the land himself or herself and does not employ any person who is not a member of his or her family; and a person who has an income in excess of the prescribed amount¹⁵;

36.2 Section 3¹⁶ of ESTA provides for consent to reside on land. It states that an occupier's right to reside on land arises from express or implied

provide measures with State assistance to ensure long-term security of tenure on land, for vulnerable individuals or families residing on rural or peri-urban land with the owner's consent. In line with its purpose, ESTA must be interpreted in a manner that promotes these constitutional values and ensures that those who fall within its scope are afforded the fullest possible protection.

¹⁴ *Molusi and Others v Voges NO and Others* 2016 (3) SA 370 (CC) para 7; *Department of Land Affairs v Goedgelegen Tropical Fruits (Pty) Ltd* 2007 (6) SA 199 (CC) para 53 (*Goedgelegen*).

¹⁵ R13 625. 00.

¹⁶ Section 3 provides that:

(1) *Consent to an occupier to reside on or use land shall only be terminated in accordance with the provisions of section 8 of ESTA*

(2) *If a person who resided on or used land on 4 February 1997 previously did so with consent, and such consent was lawfully withdrawn prior to that date—*

(a) *that person shall be deemed to be an occupier, provided that he or she has resided continuously on that land since consent was withdrawn; and*

(b) *the withdrawal of consent shall be deemed to be a valid termination of the right of residence in terms of section 8, provided that it was just and equitable, having regard to the provisions of section 8.*

(3) *For the purposes of this Act, consent to a person to reside on land shall be effective regardless of whether the occupier, owner or person in charge has to obtain some other official authority required by law for such residence.*

(4) *For the purposes of civil proceedings in terms of this Act, a person who has continuously and openly resided on land for a period of one year shall be presumed to have consent unless the contrary is proved.*

(5) *For the purposes of civil proceedings in terms of this Act, a person who has continuously and openly resided on land for a period of three years shall be deemed to have done so with the knowledge of the owner or person in charge.*

consent from the owner or person in charge, and shall only be terminated in accordance with the provisions of section 8 of ESTA.

36.3 See also ***Misty Cliffs Farm (Pty) Ltd and Another v Christoffels and Others***¹⁷ where Du Plessis AJ and Bishop AJ held that:

“Consent” under ESTA includes both express and tacit consent. Importantly, the Act establishes legal presumptions regarding consent. A person who has lived openly and continuously on land for over one year is presumed to have consent (section 3 (4)), and after three years, their presence is deemed to have been with the knowledge of the owner (section 3 (5)). These presumptions also become relevant where the formal right of occupation (such as one based on employment) has ended, but no steps have been taken to evict the person...’

36.4 Termination of residence in terms of section 8 of ESTA must be just and equitable, considering the numerated factors in section 8(1)(a – e), even when relying on subsections 8(2) and 8(3).¹⁸

(6) ...

¹⁷ *Misty Cliffs Farm (Pty) Ltd and Another v Christoffels and Others* [2025] ZALCC 34 para 34

¹⁸ “8. Termination of right of residence

(1) Subject to the provisions of this section, an occupier’s right of residence may be terminated on any lawful ground, provided that such termination is just and equitable, having regard to all relevant factors and in particular to—

(a) the fairness of any agreement, provision in an agreement, or provision of law on which the owner or person in charge relies;

(b) the conduct of the parties giving rise to the termination;

(c) the interests of the parties, including the comparative hardship to the owner or person in charge, the occupier concerned, and any other occupier if the right of residence is or is not terminated;

(d) the existence of a reasonable expectation of the renewal of the agreement from which the right of residence arises, after the effluxion of its time; and

(e) the fairness of the procedure followed by the owner or person in charge, including whether or not the occupier had or should have been granted an effective opportunity to make representations before the decision was made to terminate the right of residence.

(2) The right of residence of an occupier who is an employee and whose right of residence arises solely from an employment agreement, may be terminated if the occupier resigns from employment or is dismissed in accordance with the provisions of the Labour Relations Act.

(3) Any dispute over whether an occupier’s employment has terminated as contemplated in subsection (2), shall be dealt with in accordance with the provisions of the Labour Relations Act, and the termination shall take effect when any dispute over the termination has been determined in accordance with that Act.

36.5 Section 9 of ESTA¹⁹ provides for the limitation of eviction. Section 9(2)(a) – (d) thereof require compliance with section 10 of ESTA, if the person to be evicted was already an occupier on 4 February 1997 and compliance with section 11 if the person became an occupier after 4 February 1997.

36.6 Eviction can only be granted if the statutory pre-conditions in section 9(2)(a) – (d) are met. Further, termination of consent must be just and equitable – substantively and procedurally. In *Snyders v De Jager*²⁰ the court held that:

‘Section 8(1)²¹ makes it clear that the termination of a right of residence must be just and equitable both at a substantive level as well as at a procedural level. The requirement for the substantive fairness of the termination is captured by the introductory part that requires the termination of a right of residence to be just and equitable. The requirement for procedural fairness is captured in section 8(1)(e).’

Application of the law

¹⁹ Section 9 of ESTA provides for limitation on eviction

(1) Notwithstanding the provisions of any other law, an occupier may be evicted only in terms of an order of the Court issued under this Act.

(2) The Court may make an order for the eviction of an occupier if—

(a) the occupier’s right of residence has been terminated in terms of section 8;

(b) the occupier has not vacated the land within the period of notice given by the owner or person in charge;

(c) the conditions for an order for eviction in terms of section 10 or 11 have been complied with; and

(d) the owner or person in charge has, after the termination of the right of residence, given—

(i) the occupier;

(ii) the municipality in whose area of jurisdiction the land in question is situated; and

(iii) the head of the relevant provincial office of the Department of Rural Development and Land Reform, for information purposes,

not less than two calendar months’ written notice of the intention to obtain an order for eviction, which notice shall contain the prescribed particulars and set out the grounds on which the eviction is based: Provided that if a notice of application to the Court has, after the termination of the right of residence, been given to the occupier, the municipality and the head of the relevant provincial office of the Department of Rural Development and Land Reform not less than two months before the date of the commencement of the hearing of the application, this paragraph shall be deemed to have been complied with.

²⁰ *Snyders and Others v De Jager and Others (Appeal)* 2017 (3) SA 545 (CC).

²¹ Section 8 of ESTA supra n 18.

[37] The Applicants argue that Mr. Booysen received housing as an employment benefit for the duration of his permanent employment on the farm, which housing benefit terminated on the date of his dismissal. The express terms of the employment agreement that the Applicants and employees conclude, the employees agree to vacate residence after the termination of their employment. The question in this regard is, whether the employee knew these terms referred to in March 2005, three years before he signed the Contract of Employment on 15 September 2008. What transpired between September 2005 when Mr. Booysen was allocated a house and 15 September 2008 when he signed the Contract of Employment? The law does now allow a vacuum.

[38] Sections 1 and 3 of ESTA governs who qualifies as an “occupier”.

- *“Section 1 defines an “occupier” as any person living on land with “consent or another right in law”. Consent can be explicit, implied, or assumed.*
- *Section 3 (4) For the purposes of civil proceedings in terms of this Act, a person who has continuously and openly resided on land for a period of one year shall be presumed to have consent unless the contrary is proved.*
- *Section 3 (5) For the purposes of civil proceedings in terms of this Act, a person who has continuously and openly resided on land for a period of three years shall be deemed to have done so with the knowledge of the owner or person in charge.”*

[39] In ***Sterklewies (Pty) Ltd t/a Harris Feedlot v Msimanga & Others***²² at paragraph 3, the Court held:

‘Plainly, that is the right to occupy that arises from the express or tacit consent of the owner of the land. In most cases that consent will arise from an agreement between the owner and the occupier, but an agreement, at least if that expression is understood to refer to a contractually binding arrangement, is not in my view

²²*Sterklewies (Pty) Ltd t/a Harris Feedlot v Msimanga and Others* (456/2011) 2012 (5) SA 392 (SCA) (*Sterklewies*).

required. The Act does not describe an occupier as a person occupying land in terms of an agreement or contract, but as a person occupying with the consent of the owner.’

[40] In terms of section 3(5) of ESTA, the Second, Third and Fifth Respondents are deemed to be occupiers because they have continuously and openly resided on the farm for more than three (3) years, with the knowledge of Mr. Charles Johannes Lambrechts the owner of the farm. In *Sterklewies* it was stated that ESTA does not describe an occupier as a person occupying land in terms of an agreement or contract, but as a person occupying with the consent of the owner. However, Mr. Booysen conceded in the answering affidavit that he received a house due to his employment at the farm.²³

[41] The Applicants contend that the dismissal of the First, Second and Fourth Respondents from employment was fair in terms of the Labour Relations Act, and therefore, the requirements of section 8(2)²⁴ of ESTA have been satisfied. However, in terms of section 8(1), the Applicants must still satisfy the Court that the termination of the rights of residence of the Second to the Fifth Respondents is on lawful ground, and just and equitable.

[42] Whether Ms de Jongh has acquired the right of residence in her own right, in ***Klaase and Another v van der Merwe N.O. and Others***,²⁵ Matojane AJ stated in paragraph 66:

‘The Land Claims Court’s finding that Mrs Klaase occupied the premises under her husband’ subordinates her rights to those of Mr Klaase. The phrase is demeaning and is not what is contemplated by section 10(3) of ESTA. It demeans Mrs Klaase’s rights of equality and human dignity to describe her occupation in those terms. She is

²³ Answering Affidavit, paragraph 10 he said:

“... I officially moved to the property I currently occupy with the second respondent in September 2005. I received the housing benefit as a result of being employed at the farm. I was not required to pay for rental, electricity or water when I moved to the house.”

²⁴ Section 8(2) of ESTA: “The right of residence of an occupier who is an employee and whose right of residence arises solely from an employment agreement, may be terminated if the occupier resigns from employment or is dismissed in accordance with the provisions of the Labour Relations Act.”

²⁵ *Klaase and Another v van der Merwe N.O. and Others* 2016 (6) SA 131 (CC).

an occupier entitled to the protection of ESTA. The construction by the Land Claims Court would perpetuate the indignity suffered by many women similarly placed, whose rights as occupiers ought to be secured'

[43] Also, Du Plessis AJ aptly responds to the question whether Ms de Jongh has a right of residence in her own right or derives from Mr Booysen's in the case of **Van Der Merwe N.O and Others v Stoffels and Others**,²⁶ in paragraphs 12 to 16, she states that:²⁷

'The argument that all respondents' rights of residence stem from Mr Stoffels is unpersuasive. Section 1 defines an "occupier" as any person living on land with "consent or another right in law". Consent can be explicit, implied, or assumed. Section 3(4) presumes consent unless proven otherwise and section 3(5) considers continuous and open residence for a year as being with consent.

Courts must guard against an automatic acceptance of occupation rights derived from employment alone,²⁸ especially in instances where an earlier verbal agreement or continuous occupation established consent,²⁹ and a later (often contested) written agreement limited what was purportedly verbally agreed.

Accordingly, each respondent's occupation must be assessed on its own merits: by reference to employment contracts, historic residence, independent consent, or statutory presumptions. The termination of one household member's employment does not, without further cause, extinguish the lawful occupation rights of other members who meet the statutory criteria.

Even if one were to accept that Mr Stoffels signed an agreement in 2019 that expressly linked his housing to his employment, this does not automatically mean that the agreement binds Ms Stoffels. This is for various reasons. Her evidence is that she was employed on the farm in her own right from 2006 until 2016, and that she derived her initial right of residence from her own employment (independent of

²⁶ *Van Der Merwe N.O and Others v Stoffels and Others* (LanC2025/032788) [2025] ZALCC 44.

²⁷ See also *GD Kilpin Estates (Pty) Ltd v Carl van der Vyver and Others* LCC 75/2019 [2026] ZALCC 16 para 30.

²⁸ *Misty Cliffs Farm (Pty) Ltd and Another v Christoffels and Others* (LanC28/2025) [2025] ZALCC 34 paras 41 – 43.

²⁹ In terms of section 3.

Mr Stoffels), and presumably, thereafter, in terms of consent (in terms of section 3). If this is the case, Mr Stoffels cannot sign away her rights under his employment contract. Her right, therefore, had to be terminated separately.

Ms Pienaar, similarly, openly resided on the land for more than a year, meaning that consent is presumed under section 3(4) and deemed under section 3(5). Similar arguments may be applicable to the other respondents. Since the magistrate assumed that all the respondents' rights are derived from the first respondent, there was no separate inquiry as to the justness and equitableness of the eviction of the other respondents.'

[44] The Applicants stated that Ms de Jongh did not qualify to be allocated a house, therefore, this means that she did not sign any Contract of Employment that linked her right of residence to her employment. Her right of residence is deemed in terms of section 3(5) of ESTA. She is an occupier in her own right, as stated in ***Klaase and Another v van der Merwe N.O. and Others***³⁰ that "*She is an occupier entitled to the protection of ESTA.*"

[45] The Applicants argue that Ms de Jongh was joined in the application and she received the notices to make meaningful representation why her residence should not be terminated along with that of Mr Booyesen's because it was linked to his Contract of Employment, as her right of residence was solely dependent on him being continually employed in the farm by the Company. This is not a lawful ground, for the termination of her right of residence, therefore, there is no compliance with section 8 of ESTA, the eviction will not be just and equitable.

[46] The Applicants stated also that Mr. Patrick de Jongh was employed on the farm by the Company on a seasonal basis, which came to an end on 8 August 2014, during his employment he did not qualify to be allocated a house. It therefore means that his right of residence is deemed in terms of section 3(5) of ESTA. He is an occupier in his own right, and therefore, the termination of his right of residence should comply with sections 8 of ESTA. The Applicants failed to satisfy the Court that

³⁰ *Klaase supra* n25.

they have complied with section 8 of ESTA, in this regard. With regards to Mr. Adam de Jongh, in paragraph 17 of the founding affidavit, the Applicants stated that:

Mr. Adam de Jongh is merely included in these proceedings for completeness purpose, and should he return to the farm whilst these proceedings are pending. Furthermore, since his relocation and imprisonment, the goods left behind by him on the farm were moved to the premises in question and now stored with the Respondents. He is therefore included herein, to allow the removal of his belongings should an eviction order be granted.

[47] Mr Adam de Jongh was allocated a house at the farm, when he relocated as stated by the Applicants, he had left his belongings in the house that was allocated to him. The Applicants should have initiated a process of evicting him from the residence he was allocated. Joining him for completeness does not evict him from the house he was allocated and it is not a lawful ground. The Applicants refer to the notices of the proceedings they initiated in 2014, which they withdrew. All the notices of the application of 2014 that was formally withdrawn from court cease to exist as a live matter, they have become irrelevant to the new application.

[48] In view of the substantive and procedural defects, the peremptory requirements of section 8 were not met with regard to the Second to Fifth Respondents. In the matter of **Maluleke N.O. v Sibanyoni and Others**³¹ the Court at paragraph 65 held that “a finding that the provisions of section 8 have not been complied with, ends the matter”.

Further, it is trite that failure to comply with section 8 of ESTA on the lawful termination of the right of residence constitutes the end of the inquiry and an eviction cannot be granted if the termination itself was not just and equitable. This has been aptly put in **Aquarius Platinum (SA) (Pty) v Bonene & others** [2020] 2 All SA 323 (SCA), where the Court stated in paragraph 13 that:

‘Thus, both the clear meaning of the language of these sections and their context the need to protect the rights of residence of vulnerable persons indicate a two-stage

³¹ *Timothy Maluleke N.O. v Daniel Philamon Sibanyoni and Others* (LCC 2018/59) [2020] ZALCC (*Maluleke N.O v Sibanyoni and Others*).

procedure. Section 8 provides for the termination of the right of residence of an occupier, which must be on lawful ground and just and equitable, taking into account, inter alia, the fairness of the procedure followed before the decision was made to terminate the right of residence. Section 8 at least requires that a decision to terminate the right of residence must be communicated to the occupier. Section 9(2) then provides for the power to order eviction if, inter alia, the occupier's right of residence has been terminated in terms of s 8, the occupier nevertheless did not vacate the land and the owner or person in charge has, after the termination of the right of residence, given two months' written notice of the intention to obtain an eviction order. Section 8(2) must of course be read with s 8(1) and provides for a specific instance of what may constitute a just and equitable ground for the termination of a right of residence.'

[49] Mr. Booysen conceded that he received residence because of his employment. He also confirmed that he signed the Contract of Employment, however disputes the signature purported to be his on the signed Housing Agreement. In terms of section 8(2), his employment on the farm has been terminated, fairly in terms of the Labour Relations Act ("LRA"), the matter was referred to the CCMA, a settlement was reached, the amount to be paid to Mr Booysen and Ms de Jongh was agreed to, and it was also agreed that their employment will officially be terminated on or about 18 November 2014. Therefore after the CCMA outcome, they issued notices required in terms of section 8 and 9. However, the Court still has to be satisfied that there was compliance with sections 8 and 9 with regard to all Respondents.

Compliance with section 8 of ESTA

[50] The Applicants failed to satisfy the Court that there were lawful grounds in terms of section 8(1) to terminate the right of residence of the Second to Fifth Respondents. Failure to comply with the peremptory requirements of section 8 ends the matter. Further, section 9 provides that a court may only issue an eviction order if certain conditions are met. The first such condition being that the occupier's right of residence has been properly terminated under section 8. In this instance, their right of residence was not properly terminated and the ground for termination is that of Mr. Booysen on section 8(2) extended to them.

[51] It is trite that, even in eviction in terms of section 8(2) of ESTA, the onus is on the Applicants to place information before the Court to enable it to have regard to the facts that the termination of Mr Booyesen's right of residence was on lawful grounds and is just and equitable, having regard to all relevant factors and in particular the list enumerated under section 8 (1) (a) to e):³²

51.1 with regard to subsection (a), the fairness of any agreement, provision in an agreement, or provision of law on which the owner or person in charge relies;

(a) Mr. Booyesen argues that he is an ESTA occupier, even though he conceded that he received residence because of his employment on the farm by the Company.

(b) He disputes the signature on Housing Agreement purported to be his, which the Applicants rely on to prove that he agreed to the terms of that agreement that his right of residence is dependent on his continued employment on the farm by the Company.

51.2 with regard to subsection (b) the conduct of the parties giving rise to the termination;

(a) Mr. Booyesen stated that he was dismissed because of the misconduct of his son, Mr. Patrick de Jongh, even though the Applicant stated that there have been more than one disciplinary hearings against him.

51.3 with regard to subsection (c) the interests of the parties, including the comparative hardship to the owner or person in charge, the occupier concerned, and any other occupier if the right of residence is or is not terminated;

³² Supra n 18.

(a) The probation report provided in terms of section 9(3) of ESTA concluded that the Respondents would be rendered homeless by an eviction, as they do not have suitable alternative accommodation. The report recommends that an eviction order should not be granted and further recommends that the matter be referred to mediation. However, the Applicants submit that the circumstances surrounding the application for an eviction order is of such a nature that it cannot be settled by way of mediation or arbitration.

(b) The Respondents also argue that they will suffer more hardship if evicted in comparison to the Applicant if eviction is not granted. In the matter of ***Maluleke N.O. v Sibanyoni and Others*** it was held that: “*Section 8(1)(c) requires the court to take into account the issue of comparative hardship.*”

51.4 with regard to subsection (d) the existence of a reasonable expectation of the renewal of the agreement from which the right of residence arises, after the effluxion of its time; and

(a) Though Mr. Booysen pleaded that there is reasonable expectation of the renewal of the agreement, however, that seems highly unlikely.

51.5 with regard to subsection (e) the fairness of the procedure followed by the owner or person in charge, including whether or not the occupier had or should have been granted an effective opportunity to make representations before the decision was made to terminate the right of residence.

(a) Mr. Booysen argues that there was no meaningful engagement between them and the Applicants, in order for them to make meaningful representation, because the Applicant did not make prior arrangements with them for a meeting to give them an opportunity to make meaningful representations. The Applicants

attorney would just arrive without prior arrangement and therefore did not find Mr Booyesen because he would be out looking for a job.

Compliance with sections 9 and 11 of ESTA

[52] Section 9(2) of ESTA provides that the Court may make an order for the eviction of an occupier if the pre-requisite enumerated in section 9 (2) (a) to (c), are complied with. This was dealt with in the SCA matter of ***Mkangeli and Others v Joubert and Others***³³ where the Court at paragraph 13 held in respect of sections 8 and 9 of ESTA:

‘As on the remedy of eviction, section 9 provides that a court may only issue an eviction order if certain conditions are met. The first such condition is that the occupier’s right of residence must have been properly terminated under section 8. Other conditions prescribed by section 9 (2) include giving of two months’ notice not less than two calendar months’ written notice of the intended eviction application after the right of residence has been terminated under section 8 (section 9 (2) (d)). In a case such as the present, where the appellants took occupation of Itsoseng after 4 February 1997, section 11 also find application. This section provides that a court may only grant an eviction order if it is of the opinion that it is just and equitable to do so. In deciding whether it is just and equitable to grant an eviction order the court must have regard to the considerations listed in s 11(3), but it is not limited to them. Included amongst these is the consideration ‘whether suitable alternative accommodation is available to the occupier’ (s 11(3)(c)) and ‘the balance of the interests of the owner, ... the occupier and the remaining occupiers on the land’ (s 11(3)(e)).’

[53] The Applicants allege that the efficient carrying of his business is seriously prejudiced and it creates financial losses and therefore it is critical that the dwelling is made available for occupation by another person employed who has to be at the farm in order to do his or her job. In ***Kanhym (Pty) Ltd v Mashiloane 1999(2) SA 51 (LCC)*** Dodson J held at paragraph 12 that land owners cannot merely make averments as to prejudice they would suffer without setting out in detail how they

³³ *Mkangeli and Others v Joubert and Others* 2002 (4) SA 36 (SCA).

would be prejudiced and the nexus between their prejudice and the Respondents' occupation.

Discussion

[54] In the founding affidavit at paragraph 38, the Applicants stated that the First, Second and Fourth Respondents took the matter to the CCMA and that the settlement agreement was reached and they have paid the settlement amount.

[55] The Respondents in the answering affidavit dispute that the Applicants paid the settlement amount in full, they content that the Applicants paid only 50% of the agreed settlement amount and said that they will pay the remainder when the Respondents vacate the residence. In the Replying Affidavit, the Applicants replied that they paid the entire amount, however, they did not attach the proof of payment of the total agreed settlement amount.

[56] Section 13 of ESTA³⁴ deals with compensation in terms of the labour laws and for improvements and provides that the court must determine whether the occupier is

³⁴ 13. Effect of order for eviction

(1) If the Court makes an order for eviction in terms of this Act—

(a) the court shall order the owner or person in charge to pay compensation for structures erected and improvements made by the occupier and any standing crops planted by the occupier, to the extent that it is just and equitable with due regard to all relevant factors, including whether—

(i) the improvements were made or the crops planted with the consent of the owner or person in charge;

(ii) the improvements were necessary or useful to the occupier; and

(iii) a written agreement between the occupier and the owner or person in charge, entered into prior to the making of improvements, provides that the occupier shall not be entitled to compensation for improvements identified in that agreement;

(b) the court shall order the owner or person in charge to pay any outstanding wages and related amounts that are due in terms of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983) the Labour Relations Act or a determination made in terms of the Wage Act, 1957 (Act No. 5 of 1957); and (c) the court may order the owner or person in charge to grant the occupier a fair opportunity to—

(i) ...

(ii) ...

(2) The compensation contemplated in subsection (1) shall be determined by the court as being just and equitable, taking into account—

(a) the cost to the occupier of replacing such structures and improvements in the condition in which they were before the eviction;

(b) the value of materials which the occupier may remove;

entitled to compensation for improvements made to the land with the owner's consent.

Subsection (1) provides:

*(1) If the Court makes an order for eviction in terms of this Act—
(b) the court shall order the owner or person in charge to pay any outstanding wages and related amounts that are due in terms of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983), the Labour Relations Act or a determination made in terms of the Wage Act, 1957 (Act No. 5 of 1957);*

Subsection (3) provides:

(3) No order for eviction made in terms of section 10 or 11 may be executed before the owner or person in charge has paid the compensation which is due in terms of subsection (1): Provided that the Court may grant leave for eviction subject to satisfactory guarantees for such payment.

[57] Mr. Booysen also contended that the effected improvements in the residence he and his family occupy with the consent of the Applicants. The Applicants provided building material to effect extensions to the house which initially had two (2) bedrooms. He built additional two bedrooms, a bathroom and an enclosed porch, by himself with the help of his family, as it was agreed with the Applicants that he would build the additional rooms at a cost or fee, but he was never remunerated for the work he did.

[58] The Applicants deny that the parties agreed to remunerate Mr Booysen for the building works conducted. The Applicants contend that they agreed to the extensions effected to the premises if he was willing to attend to the extensions himself. To

(c) whether any materials referred to in paragraph (b) or contributions by the owner or person in charge were provided as part of the benefits provided to the occupier or his or her predecessors in return for any consideration; and

(d) if the occupier has not been given the opportunity to remove a crop, the value of the crop less the value of any contribution by the owner or person in charge to the planting and maintenance of the crop.

(3) No order for eviction made in terms of section 10 or 11 may be executed before the owner or person in charge has paid the compensation which is due in terms of subsection (1): Provided that the Court may grant leave for eviction subject to satisfactory guarantees for such payment.

assist him, they provided all building materials at no cost. No monies are due to the Respondent in this regard. Whether there was an agreement or not, the Applicants were enriched by the labour of Mr Booysen in effecting the improvements.

[59] The South African Law followed article 10 of the Roman Dutch *Placaaten* of 1658,³⁵ which denies a lessee or an occupier of rural land who effected improvements on the farm or farmhouse and has not been compensated for that, the right to enforce the lien over the farm or property in question. It provides that rural tenants or occupiers cannot refuse to vacate until compensated; they must first vacate and then sue for compensation.³⁶ If an eviction order has been granted, an occupier must generally vacate the land, before they can institute a claim for compensation for improvements.

[60] Subsection 13(1)(a)(iii) of ESTA requires that there be a written contract for this court to make an order for payment for the improvements, however, Mr. Booysen can consider approaching Legal Aid to assist him to sue for the outstanding payments for the cost of the labour for effecting the improvements on the house.

Conclusion

[61] It is trite that the applicant must apply for a default judgment; it is not automatic, even though Mr. Patrick de Jongh and Mr. Adam de Jongh failed to enter a notice of intention to oppose. However, there is no proof that the notices were personally serviced on them. No such evidence was presented to the Court to justify a default judgment against Mr. Patrick de Jongh and Mr. Adam de Jongh. There was no application for a default judgment, therefore, the Court cannot grant an order of eviction in default. Further, Mr. Adam de Jongh resided in another house and left his belongings there, the Applicants should have initiated his eviction from the house he was allocated.

³⁵ *Spies v Lombard* 1950 (3) SA 469 (A); see also *Marschall v Schleyer and Others* (32366/2020) [2022] ZAGPJHC 743.

³⁶ *Business Aviation Corporation (Pty) Ltd v Rand Airport Holdings (Pty) Ltd* [2007] 1 All SA 421 (SCA).

[62] Mr. Booysen conceded to receiving the house because of his employment in the farm. The dismissal is fair in terms of the CCMA settlement agreement. In this regard, section 8(2) has been complied with. The Applicants stated in detail how they have complied with sections 8, 9 and 11 of ESTA, in this regard, the application succeeds against Mr. Booysen.

[63] Due to failure of the Applicants to comply with the peremptory requirements of section 8 of ESTA, with regard to the Second to Fifth Respondents, I am unable to grant an order for their eviction.

[64] ESTA is specifically aimed at promoting the rights contained in sections 25(6) and 26(3) of the Constitution, to ensure security of tenure for people with insecure tenure. This right cannot be lost willy dilly, hence there is a strict requirement to adhere to ESTA. In ***Hatting and Others v Juta***,³⁷ Zondo J.³⁸ said: “... *The result is that a court will not issue an eviction order against an unlawful occupier of land if it is unable to find that the eviction will be just and equitable. The relationship of landlord and tenant has also been infused with justice and equity. ...*”

[65] The Applicants must pay the balance of settlement amount, before Mr Booysen vacates the farm, as provided for in section 13(3) as they have failed to provide proof that they have in deed paid all the settlement amount agreed to.

Order

[66] Accordingly, I make the following order:

5. The application for an order for the eviction of the First Respondent is granted.
6. The date on which the First Respondent is to vacate the premises in terms of section 12(1)(a) of ESTA (if he has not yet done so) is to be 4 November 2026 after he has been paid the outstanding agreed settlement amount owed to him.
7. The application for an order for the eviction of the Second to Fifth Respondents is dismissed.

³⁷ *Hatting and Others v Juta* 2013 (3) SA 275 (CC) para 33.

³⁸ As he then was referred to.

8. There is no order as to costs.

J MALULEKE

Acting Judge of the Land Court

APPEARANCES:

For the Applicants: MR MONTZINGER

Instructed by: OTTO THERON ATTORNEYS INC

For the First to Third Respondents: MS H JULIUS AND MS L MGEDEZI

Instructed by: LEGAL AID SOUTH AFRICA