

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

**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG**

Case Number: 2025-037927

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

DATE

SIGNATURE

In the matter between:

HYPER PLASTICS (PTY) LTD

Plaintiff/Applicant

and

EPIC PROPERTY HOLDINGS CC

First Respondent

EPIC PROPERTIES (PTY) LTD

Second Respondent

JUDGMENT

WENTZEL-THOMPSON J

Introduction and nature of the relief

[1] The applicant seeks what is, in substance, a *mandament van spolie*: restoration of its undisturbed possession of the equipment listed in annexure “X” to the founding papers, together with an order directing the respondents to remove the chains and

locks on the gates and doors at [...] G[...] G[...] Avenue, A[...], Johannesburg so that it might gain access to the premises and recover the equipment. In the event that the respondents fail to afford the applicant access to the premises in order to remove the equipment, the applicant seeks an order authorising the sheriff to give effect to the order.¹

- [2] The respondents oppose the application and contend that the applicant voluntarily vacated the premises during July 2024, abandoned the equipment, and that they merely secured the premises and goods for security reasons, without any unlawful dispossession.

Factual background

- [3] On the applicant's version, it concluded a partly written, partly oral lease with Epic Property Holdings CC (the first respondent) in or about January 2021 in respect of a portion of [...] G[...] G[...] Avenue, A[...], at a rental of R15 000 per month plus 50% of electricity. It took occupation in January 2021 and conducted a plastics manufacturing business from those premises, placing manufacturing equipment (some its own, some belonging to clients) on site.
- [4] The applicant alleges that on Friday 16 August 2024, after discovering that the applicant operated night shifts, Mr Hassam (representing the respondents) accused it of "*stealing*" electricity, disconnected the electricity supply and expelled the applicant's staff from the premises without notice. On Monday 19 August 2024, the gates to the premises were chained and locked, preventing the applicant and its employees from accessing both the premises and the equipment.
- [5] From 17 August to 25 September 2024 the applicant addressed numerous communications (emails, WhatsApp messages and telephone calls) to Mr Hassam, requesting restoration of access and electricity, without success. The WhatsApp and email correspondence reflects a continuing attempt by the applicant to salvage the business relationship, including a request on 25 September 2024 to be allowed onto the premises to show the machinery to an interested party.
- [6] In early September 2024 the applicant's previous attorneys launched an urgent spoliation application in the Booyens Magistrates' Court, which it later withdrew in

¹ *Nino Bonino v De Lange* 1906 TS 120 at 122; *Bon Quelle (Edms) Bpk v Munisipaliteit van Otavi* 1989 (1) SA 508 (A) at 511H-512B and 513B-516C.

view of the fact that the parties were engaging in settlement discussions. On 8 November 2024 the applicant's current attorneys brought an urgent spoliation application in this Division under case number 2024-128570, seeking substantially the same relief now sought, namely restoration of possession of the equipment and removal of chains and locks at [...] G[...] G[...] Avenue. That application was opposed and subsequently withdrawn after the respondent raised, *inter alia*, that the applicant had instituted action against the wrong Epic entity, namely the (Pty) Ltd entity (the second respondent) instead of the close corporation (the first respondent). As the proceedings were brought on an urgent basis, the applicant's counsel stated that the applicant had no choice but to withdraw the application and proceed in the normal course.

- [7] Notwithstanding the misjoinder defence raised in the urgent application, on 22 October 2024, Epic Properties (Pty) Ltd issued a combined summons under case 2024-121585 in this Division for arrear rental in respect of the same premises, relying on a written lease commencing 1 March 2023 for a 120-month term. The particulars of claim identify the applicant as lessee at [...] G[...] G[...] Avenue and annex the lease which in terms of clause 14.2, entitles the lessor, upon a breach not remedied after 10 days' notice, to cancel and "*take possession of his property*". It is emphasised that the entity that the respondents had insisted was not the correct entity to seek urgent spoliation relief against was the very entity that sought payment of arrear rental. Hereafter, the respondents withdrew this summons and instead sought payment of arrear rental in the name of the close corporation (the first respondent).
- [8] In late November and December 2024, the parties engaged in without-prejudice settlement discussions through their attorneys. In a letter dated 3 December 2024, the respondents' attorneys recorded that their client was not prepared to accept the applicant's proposal but was "willing to accept a reasonable offer" as discussed at a round-table meeting. In a follow-up of 12 December 2024, the respondents' attorneys specified that their client was willing to accept R2 400 000 (R1.2 million immediately and R1.2 million over three months), and stated that upon the applicant providing a reasonable offer "access be granted".
- [9] Concurrently, the applicant's attorneys pressed for a broker inspection to verify whether the equipment on site still corresponded with the applicant's asset register, expressing concern about the safety and integrity of the equipment. The respondents' attorneys responded that they were "*obtaining instructions*" and then indicated that

their offices were closing for the festive season and that they would revert in the new year.

[10] Against this factual and procedural backdrop, the applicant launched the present spoliation application on 13 March 2025. The respondents delivered a comprehensive answering affidavit on 25 June 2025, and the applicant has filed a replying affidavit and supplementary affidavit, the latter dealing chiefly with an attempted auction of the equipment on an online platform which was halted after the applicant intervened.

Respondents' version and defences

[11] The respondents' answering affidavit advances three principal lines of defence:

- a. First, several points *in limine* are raised: that the deponent to the founding affidavit lacked authority; that ownership of the equipment is disputed and therefore the applicant has not shown a clear right; and that the applicant failed to comply with Rule 41A requiring mediation.
- b. Second, on the merits, that the applicant voluntarily vacated the premises in or about mid-July 2024, leaving the equipment behind, which the respondents then "secured" to prevent theft or damage; they say there was no unlawful dispossession because the applicant had already abandoned possession.
- c. Third, that the applicant has delayed, acquiesced and abused process by bringing, and withdrawing, multiple urgent applications and by forum shopping.

[12] The respondents also rely on the arrears and breach of the written lease and argue that any prejudice suffered by the applicant is self-created by its own non-payment and voluntary vacation. They further contend that the relief sought is in truth a final interdict, for which the applicant has not satisfied the requirements of a clear right, injury and absence of alternative remedy.²

The nature of the remedy: mandament or final interdict?

[13] The notice of motion in both the earlier urgent application (2024-128570) and the present proceedings is couched in interdictory language ("*interdicting and directing*" and "*removes all chains and locks*"), but its substance is the restoration of physical control over the equipment and access to the premises to enable that restoration. The

² *Hotz and Others v University of Cape Town* 2017 (2) SA 485 (SCA); confirmed in *Hotz and Others v University of Cape Town* [2017] ZACC 10 para 19.

applicant's counsel made it clear that the applicant does not seek to reoccupy the premises but only seek access to the premises in order to remove the equipment hitherto locked up in the premises.

[14] In the applicant's counsel's heads of argument, the relief sought is expressly characterised as a *mandament van spolie* and correctly emphasise that, as a possessory remedy, the mandament is not concerned with underlying rights or title but with restoring the *status quo ante* where a party has been unlawfully dispossessed.³ On the papers, the gravamen of the complaint is an alleged unlawful lock-out and denial of access to equipment and premises previously in the applicant's possession.

[15] In my view, properly construed, the primary relief sought is spoliatory: restoration of factual possession of the equipment (and practical access to the premises sufficient to uplift it), rather than a final determination of the parties' rights under the lease or in respect of the equipment. To the extent that the prayers are phrased in interdictory terms, they are ancillary mechanisms to give effect to restoration (removal of chains and the sheriff's assistance), not a separate, freestanding final interdict aimed at enforcing substantive rights.⁴

[16] I accordingly approach the matter as one for a *mandament van spolie*. I address below whether, even if the relief were to be viewed as a final interdict, the requirements would be satisfied.

The legal principles applicable to a mandament van spolie

[17] It is common cause between the parties that in order to succeed with a *mandament van spolie* the applicant must establish on a balance of probabilities.⁵

- a. factual, peaceful and undisturbed possession of the thing in question at the time of the alleged dispossession; and

³ *Bennett Pringle (Pty) Ltd v Adelaide Municipality* 1977 (1) SA 230 (E) at 232H.

⁴ *Nino Bonino v De Lange* 1906 TS 120 at 122; *Ngqukumba v Minister of Safety and Security and Others* 2014 (5) SA 112 (CC); *Bennett Pringle (Pty) Ltd v Adelaide Municipality* 1977 (1) SA 230 (E) at 232H.

⁵ *Nino Bonino v De Lange* 1906 TS 120 at 122; *Bon Quelle (Edms) Bpk v Munisipaliteit van Otavi* 1989 (1) SA 508 (A) at 511H-512B and 513B-516C; *Tigon Ltd v Bestyet Investments (Pty) Ltd* 2001 (4) SA 634 (N) at 640H-642D; *Bisschoff v Welbeplan Boerdery (Pty) Ltd* 2021 (5) SA 54 (SCA) at paras 5-6; *Ngqukumba v Minister of Safety and Security and Others* 2014 (5) SA 112 (CC).

- b. unlawful dispossession (forcible or wrongful deprivation of that possession, without consent and without due process).
- c. Lawfulness of the applicant's possession, the strength of its underlying right, and questions of ownership are irrelevant in spoliation proceedings. The remedy is directed at restoring possession and discouraging self-help, not at deciding the merits of competing claims.⁶ This is trite and need not be elaborated.

Material disputes of fact and whether they can be resolved on the papers

[18] There are indeed significant disputes of fact on the affidavits, most notably:

- a. whether the applicant voluntarily vacated the premises in July 2024 or remained in occupation until the August lock-out;
- b. whether any subsequent denial of access constituted spoliation or merely the securing of abandoned goods;
- c. the precise nature of the lease relationship (partly oral lease with the first respondent as close corporation, versus written lease with the second respondent as company) and the relevance of that, if any, for the currently sought remedy.

[19] In motion proceedings for final relief, the well-known Plascon-Evans rule requires the court, in general, to accept the facts as stated by the respondent, together with those admitted by the respondent in the applicant's affidavits, unless the respondent's version is so far-fetched or clearly untenable that it can be rejected on the papers. This principle applies equally in spoliation applications, which culminate in final orders.⁷

[20] However, the Plascon-Evans rule does not require a court to accept bald, unsubstantiated or internally inconsistent denials. The court is entitled to examine the probabilities, the documentary record, and the inherent plausibility of competing versions. This is particularly so where the dispute turns on events in respect of which there is contemporaneous correspondence or objective material, such as summonses, leases and letters and probabilities emerging from the facts themselves.

⁶ *Nino Bonino v De Lange* 1906 TS 120 at 122; *Bon Quelle (Edms) Bpk v Munisipaliteit van Otavi* 1989 (1) SA 508 (A) at 511H-512B and 513B-516C; *Tigon Ltd v Bestyet Investments (Pty) Ltd* 2001 (4) SA 634 (N) at 640H-642D; *Ngqukumba v Minister of Safety and Security and Others* 2014 (5) SA 112 (CC); *Bennett Pringle (Pty) Ltd v Adelaide Municipality* 1977 (1) SA 230 (E) at 232H.

⁷ *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A).

[21] I therefore consider whether the respondents' narrative of voluntary vacation and abandonment of its equipment is sustainable in the face of the undisputed documents.

Evaluation of the evidence of possession and dispossession of the equipment

a. *Possession*

[22] The respondents concede, in substance, that:

- a. the applicant was a tenant at [...] G[...] G[...] Avenue;
- b. the applicant's manufacturing equipment was housed at the the premises; and
- c. the equipment "*was and is still located at the premises*".

[23] These concessions are also borne out by the arrear-rental summons under case 2024-121585 and the attached written lease, which specifically recognises the applicant as lessee and contemplates the lessor taking re-possession of the property upon breach of the lease agreement.

[24] The dispute is not whether the applicant ever had possession, but whether, by mid-August 2024, it had vacated and relinquished possession. On this central point:

- a. The applicant alleges that it continued to conduct business from the premises up until the events of 16 and 19 August 2024, that its staff were expelled, and that it was thereafter prevented from gaining access.
- b. The respondents allege that the applicant vacated during July 2024, ceased trading, and left the equipment behind, which they then secured.

[25] The contemporaneous correspondence does not support the respondents' version of voluntary vacation and abandonment.

- a. First, the applicant's WhatsApp messages and emails in August 2024 include detailed communications about the financial pressures, the alleged accusation of "*cheating*" and "*stealing electricity*", and express a desire to "*sit down and between us sort this out*" and "*resolve this and go forward*", which is consistent with an ongoing business relationship, not one where the applicant had already abandoned the premises in July 2024. I also put it to counsel for the respondents in argument that the probabilities of the applicant having simply abandoned the premises and left all of its equipment behind was remote. In my view the

contention of abandonment did not raise a genuine dispute of fact on the papers as I could not fathom any conceivably reason for the applicant abandoning its tools of trade and means of earning income unless it had succumbed to liquidation. This is belied by the fact that it sought urgently to obtain repossession of its equipment.

- b. Second, the 25 September 2024 email from the applicant to Mr Hassam, requesting access for an “*interested party who would like to see the machines today*” and asking who can open for him, is difficult to reconcile with genuine abandonment of the equipment. It evidences ongoing assertion of control and interest in the equipment—a hallmark of possession or at least quasi-possession.⁸
- c. Third, the sequence of urgent spoliation applications—first in Booyens, then under case 2024-128570, and now the present application—supports a continuous effort by the applicant to vindicate its factual interest in the premises and equipment. A party that has freely vacated and abandoned its goods does not, as a rule, repeatedly approach courts for restoration of possession.
- d. Fourth, the respondents’ own conduct in issuing the arrear-rental summons, attaching the lease and invoking their contractual remedies, indicates that they understood the relationship in classical landlord-tenant terms and that they were seeking to leverage their control of the premises and goods to extract payment.

[26] In light of this, I find the respondents’ assertion of voluntary vacation and abandonment unconvincing. It is overwhelmingly more probable that, at the time of the lock-out in mid-August 2024, the applicant was in factual possession of the premises and equipment in the sense required by the mandament.⁹

b. *Dispossession*

[27] On the applicant’s version, which I accept for reasons already given, the respondents:

- a. cut electricity supply to the applicant’s portion of the premises;
- b. expelled its staff; and

⁸ *Ness and Another v Greef* 1985 (4) SA 641 (C) at 647D-G.

⁹ *Yeko v Qana* 1973 (4) SA 735 (A) at 739E-G; *Ness and Another v Greef* 1985 (4) SA 641 (C) at 647D-G; *Bisschoff v Welbeplan Boerdery (Pty) Ltd* 2021 (5) SA 54 (SCA) at paras 5-6.

- c. locked the gates with chains, preventing access to the premises and the equipment.

[28] Even on the respondents' own affidavits, they concede that they "*secured*" the premises and equipment, that they required proof of ownership before releasing goods, and that they have conditioned meaningful access on the applicant making an acceptable "*offer*" towards arrears. The letter of 12 December 2024 is explicit: only upon the applicant providing an acceptable offer of R2.4 million would "*access be granted*".

[29] Denial of access to premises and equipment in circumstances where a party previously enjoyed free use and control constitutes deprivation of possession, regardless of whether it is motivated by perceived arrears or security concerns. Conditioning restoration on settlement of a disputed debt is the paradigm of self-help that the mandament is designed to prevent.¹⁰

[30] The respondents' assertion that they were merely safeguarding abandoned goods cannot be reconciled with (a) their insistence on proof of ownership before releasing equipment, (b) their use of access as a bargaining tool in settlement, and (c) their attempted disposal of the equipment via an online auction, which only ceased after the applicant intervened. That conduct is inconsistent with a neutral bailee safeguarding property in good faith.

[31] I am satisfied that the applicant has established that it was unlawfully dispossessed of its factual possession of its equipment and its use of the premises when the respondents locked it out and thereafter refused to restore access unless certain financial and evidentiary conditions were met.¹¹

Defences based on delay and acquiescence

¹⁰ *Nino Bonino v De Lange* 1906 TS 120 at 122; *Ngqukumba v Minister of Safety and Security and Others* 2014 (5) SA 112 (CC); *Bennett Pringle (Pty) Ltd v Adelaide Municipality* 1977 (1) SA 230 (E) at 232H.

¹¹ *Supra*, footnote 10

[32] The respondents rely on cases such as *Jivan* and *De Villiers v Holloway* to argue that the applicant's delay and procedural history amount to acquiescence which strips the dispossession of its spoliatory character.¹²

[33] On these facts, that contention cannot be sustained. The applicant brought an urgent spoliation application within weeks of the lock-out, then pursued settlement, then brought a second urgent application that it withdrew as it was told that it has instituted the application against the wrong party, and later this application. The history demonstrates persistent efforts to restore possession, not acquiescence.

[34] The present application was launched well within a year of the dispossession; more importantly, the applicant's conduct evidences a consistent unwillingness to accept the *status quo*. There is no basis to conclude that it "*accepted*" the deprivation in the sense required to undermine the mandament.¹³

Points in limine

[35] I am only finally dealing with the points in limine as they were rightly not persisted with in argument:

- a. Authority: The respondents argue that the deponent to the founding affidavit failed to annex a resolution or expressly plead authority. The applicant has dealt with this in reply, and nothing in the record suggests that the proceedings are unauthorised. In spoliation, the focus is on possession; a corporate applicant may speak through its sole or managing director whose involvement in the relevant events is undisputed. In any event, this is a challenge that could have been met by a simple formal resolution, and it would be contrary to the interests of justice to non-suit the applicant on so technical a ground where the substantive merits are clear. The point is dismissed.
- b. Ownership dispute: The respondents point to alleged inconsistencies between the applicant and its deponent as to whether the equipment belongs to the company, to Mr Souris, or to third-party clients. For purposes of spoliation, this is irrelevant. The mandament protects factual possession, not ownership.¹⁴ To the

¹² *Jivan v National Housing Commission* 1977 (3) SA 890 (W); *De Villiers v Holloway* 1902 CTR 566.

¹³ *Supra*, footnote 12

¹⁴ *Yeko v Qana* 1973 (4) SA 735 (A) at 739E-G; *Ness and Another v Greef* 1985 (4) SA 641 (C) at 647D-G; *Bisschoff v Welbeplan Boerdery (Pty) Ltd* 2021 (5) SA 54 (SCA) at paras 5-6.

extent that possessory statements were loosely phrased, they do not detract from the core allegation that the applicant controlled and used the equipment in its business and was deprived of that control by the respondents' actions.

- c. Rule 41A: While the respondents insist that non-compliance with Rule 41A justifies dismissal, the rule is procedural and aimed at encouraging mediation. Failure to file a Rule 41A notice timeously seldom warrants dismissal of proceedings, particularly where the dispute is already heavily litigated and clearly not amenable to consensual resolution. At most it might sound in costs. In this matter, given the substantive issues at stake and the history of negotiation, I decline to dismiss the application for technical non-compliance with Rule 41A.

Is a final interdict sought, and would its requirements be met?

[36] Although I have treated the primary relief as spoliatory, it is appropriate to deal briefly with the respondents' contention that the applicant in effect seeks a final interdict. If the relief is interpreted as a final interdict preventing future interference, the applicant must show:

- a. a clear right;
- b. an injury actually committed or reasonably apprehended; and
- c. the absence of any other satisfactory remedy.¹⁵

[37] As to a clear right, the affidavits are not framed to establish proprietary rights; they emphasise possession and spoliation. There are unresolved disputes as to ownership of particular items, the identity of the landlord, and the terms of the lease. While the applicant undoubtedly has contractual and statutory rights arising from the lease and its business operations, these are not pleaded with the clarity required to ground a final interdict aimed at enforcing substantive rights.

[38] Injury, in the form of loss of business, employees' wages and client relationships, is adequately alleged and causally connected to the loss of access. On this leg, the applicant would fare well.

[39] Alternative remedies: There exists a pending action for arrears rental; the parties could, in principle, ventilate their competing rights to the premises and equipment in

¹⁵ *Hotz and Others v University of Cape Town* 2017 (2) SA 485 (SCA); confirmed in *Hotz and Others v University of Cape Town* [2017] ZACC 10 para 19.

that forum. Moreover, a spoliation order itself provides substantial immediate relief by restoring possession. It is therefore not clear that a further final interdict is required to avoid irreparable harm.

[40] In these circumstances, even if the present relief were to be characterised as a final interdict, the applicant's case on the "*clear right*" and "*no alternative remedy*" requirements would be materially weaker than its case for spoliatory relief.¹⁶

[41] For that reason, and given my conclusion on the mandament, I would refrain from granting a broader final interdict and confine the order to classical restoration of possession.

Can the disputes be decided on paper?

[42] The principal factual dispute-whether the applicant voluntarily vacated and abandoned possession has already been dealt with by me on the basis of the papers before me and the inherent probabilities.

[43] The respondents' version of voluntary vacation is not supported by any clear contemporaneous written communication from the applicant indicating abandonment. By contrast, the applicant's efforts immediately following mid-August 2024 and continuing for months thereafter to regain access, to inspect and to use the machines, and to litigate for restoration, are objectively attested on the papers.

[44] In my view, the dispute between abandonment versus lock-out is capable of resolution on the papers. The respondents' narrative is undermined by the documentary record and by their own conduct in leveraging access for settlement and attempting to sell the goods while litigation was pending. This is not a case where referral to oral evidence is necessary or appropriate; that would defeat the purpose of a "*speedy*" possessory remedy and prolong a situation of ongoing self-help.¹⁷

[45] I am therefore satisfied that the material disputes of fact can and should be decided on the papers, and that the applicant has discharged its onus.

Conclusion

¹⁶ *Hotz and Others v University of Cape Town* 2017 (2) SA 485 (SCA); confirmed in *Hotz and Others v University of Cape Town* [2017] ZACC 10 para 19.

¹⁷ *Nino Bonino v De Lange* 1906 TS 120 at 122; *Ngqukumba v Minister of Safety and Security and Others* 2014 (5) SA 112 (CC); *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A).

[46] The applicant has shown that:

- a. it was in peaceful and undisturbed factual possession of the equipment listed in annexure “X” and of the leased portion of the premises at [...] G[...] G[...] Avenue, A[...];
- b. the respondents, without a court order or consent, deprived it of that possession by disconnecting electricity, expelling staff, locking the premises and subsequently controlling access in order to advance their own financial claims;
- c. the respondents’ conduct amounts to unlawful self-help; and
- d. no ground of acquiescence, impossibility or counter-spoliation has been made out.¹⁸

[47] The applicant is accordingly entitled to a *mandament van spolie* restoring its possession pending any further proceedings to determine the parties’ rights.

[48] As to costs, both sides seek punitive orders. The respondents’ conduct in using access as leverage, attempting to sell the equipment during the pendency of the dispute, and resisting restoration is open to serious criticism. Of serious concern is the respondents’ allegations in the urgent proceedings in this division that the applicant had sought relief against the (Pty) Ltd instead of the close corporation for it only to bring proceedings itself in the name of the (Pty) Ltd for arrear rental.

[49] However, it would appear from the papers before me that the applicants are in default of their rental obligations, although there is a dispute as to the amount of the rental owing on a monthly basis and whether the respondents could substantially increase the rental amount without justification. These are issues to be decided in the matter for recovery of rental brought by the respondents.

[50] In these circumstances, I am mindful that the respondents have been faced with a recalcitrant tenant and that its actions may have been motivated by frustration. I thus do not believe that punitive costs are warranted.

[51] In the exercise of my discretion, I consider that the interests of justice are best served by an ordinary costs order on the party-and-party scale B.¹⁹

¹⁸ *Ngqukumba v Minister of Safety and Security and Others* 2014 (5) SA 112 (CC); *Bennett Pringle (Pty) Ltd v Adelaide Municipality* 1977 (1) SA 230 (E) at 232H; *Jivan v National Housing Commission* 1977 (3) SA 890 (W); *De Villiers v Holloway* 1902 CTR 566.

Order

[52] The following order is made:

1. The respondents are ordered forthwith to restore to the applicant its undisturbed possession of the equipment described in annexure "X" to the founding affidavit.
2. The respondents are ordered forthwith to remove all chains, locks and any other impediments placed by them or under their control on the gates, doors or access points that prevent the applicant and its authorised representatives from entering the leased portion of the property known as [...] G[...] G[...] Avenue, A[...], Johannesburg, for the purpose of resuming possession of the said equipment.
3. In the event that the respondents fail to comply with paragraphs 1 and 2 above within 24 hours of service of this order upon their attorneys of record, the Sheriff of this Court is authorised and directed to take all such reasonable steps, with such assistance as may be necessary, to give effect to this order, including unlocking or removing chains, locks and other impediments and supervising the restoration of possession of the equipment to the applicant.
4. Nothing in this order expresses any view on the ownership of any of the equipment or on any contractual rights or obligations between the parties, which remain to be determined in appropriate proceedings.
5. The respondents, jointly and severally, the one paying the other to be absolved, are ordered to pay the costs of this application on the scale as between party and party on scale B.

WENTZEL-THOMPSON J
JUDGE OF THE HIGH COURT
JOHANNESBURG

¹⁹ *Nel v Waterberg Landbouwers Ko-operatiewe Vereeniging* 1946 AD 597.

For the applicant:
For the respondent:

Date of the hearing:
Date of the judgment:

