REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

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

15 MAY 2026 [redacted]

DATE SIGNATURE

CASE NUMBER: 150090/2025

In the matter between:

LUCILE JANINE ENGELBRECHT Applicant

AND

MARSELINO JOHN MILLER First Respondent

CAYLIN BENNETT Second Respondent

CASE NUMBER: 088951/2024

In the matter between:

EUPHIN MOHLALA Applicant

AND

CLIVE MOSHIA Respondent

CASE NUMBER: 137348/2025

In the matter between:

ANNA PETRONELLA SUSANNA FOURIE Applicant

AND

YOLANDA THERESA VILJOEN Respondent

CASE NUMBER: 153692/2025

In the matter between:

ANDRIES GERHARDUS DE BEER Applicant

AND

ABRAHAM JOHANNES MALHERBE Respondent

CASE NUMBER: 132223/2025

In the matter between:

YVONNE BEULAH CRAIG Applicant

AND

HERMANUS PHILLIPUS DU PLESSIS Respondent

Heard on: 19 February 2026

Delivered on: 15 May 2026

JUDGMENT

GREYLING AJ

1. These five compulsory sequestration applications were enrolled in the Insolvency Court during the week 2 to 6 February 2026. The first application ("*Engelbrecht*") was enrolled as the return day of a *rule nisi*. The other four applications "Mohlala", "Fourie", "De Beer" and "Craig" were enrolled for provisional sequestration orders. The court had already prepared all matters allocated before the first motion day commenced.

2. The Engelbrecht matter was called on Tuesday, 3 February 2026. Since the court had serious reservations pertaining to the drafting pattern used, the framing of monies allegedly lent and advanced and the context provided in the founding affidavit in each of the five applications, the Court enquired from counsel if he also held instructions in the other four applications which were enrolled for 6 February 2026. Upon confirmation by counsel, Mr W.P. Venter ("Mr Venter"), the court stood the Engelbrecht application down until 6 February 2026 to be dealt with simultaneously with the other four applications and requested a supplementary affidavit from the instructing attorney, Mr Uys of Francois Uys Incorporated ("Mr Uys") explaining certain aspects evident from the applications and requested his personal attendance at court on the Friday.

3. In the Engelbrecht application the court sought clarity by means of a supplementary affidavit concerning glaring inconsistencies apparent from the founding affidavit. Engelbrecht's own identity number confirmed by her under oath materially differed from the copy of her identity document annexed; <u>secondly</u>, her signature to the founding affidavit materially differed from her signature on her identity document annexed; <u>thirdly</u>, she declared that the Respondent's letter acknowledging inability to pay was received during 2024 when the letter is in fact dated 15 August 2025; <u>fourthly</u>, no factual proof was annexed to the application that the amount of R54,300.00 was ever paid to the Respondent in terms of the verbal agreement; <u>fifthly</u>, no allegation appeared in the papers as to whether the Respondents are married in community of property; <u>lastly</u>, service of the application on the Respondents was effected in Wynberg East, Cape Town whilst they reside in Kempton Park, Johannesburg.

4. As this court was not directed to these inconsistencies in the practice note, the court enquired from counsel whether the court issuing the rule was alerted thereto. No practice note filed previously mentioned any of these inconsistencies and if mentioned, no rule would have been issued.

5. On Wednesday, the 4th of February 2026, Mr Uys filed the affidavit as requested. As to the inconsistencies not brought to the court's attention, the affidavit merely states that "as counsel's fees are too high" the practice notes are drafted by his offices.

6. As to the court's concerns mentioned above, the affidavit stated that the identity number is typographical; secondly, the different signatures explained as "*this is how the documents were received from client*" and as to proof of signature a Mandate and Fee Agreement between Engelbrecht and Francois Uys Incorporated, identity card and confirmation of address were provided; thirdly, the

difference in date between the Respondent's letter and that stated under oath is typographical; fourthly, no objective evidence of payment exists as the payment was cash; fifthly, no other antenuptial contract could be traced on Windeed or SearchWorks and Engelbrecht's *ipse dixit* was accordingly accepted.; sixthly, when the application was issued the Respondents resided in Kempton Park, but when service had to be effected, they were regularly travelling to the Western Cape and refused to provide their address in Cape Town, so arrangements were made telephonically that Respondents would accept service at Wynberg East. These telephonic communications between Mr Uys and the Respondents were possible because of previous attempts to recover the debt. I will return to these explanations.

7. Hershensohn AJ, sitting in this court, handed down judgment on 3 February 2026, dismissing four compulsory sequestrations based on the same template driven applications burdening this court and wherein Mr Uys and Mr Venter featured. Mr Uys therefore stated:

> "5. The defects in this matter are admitted, I refer to the judgement of Judge HERSHENSOHN AJ as mentioned earlier as FU3, the defects in these applications have been addressed by the court and myself and as such I have undertaken to rectify these matters.
>
> 6. Our instruction to counsel was subsequently to dismiss/remove this matter in chambers and not for the matter to be heard with the above judgement in mind. We are now aware of the fact that these discrepancies exist and in an attempt to rectify them requested such dismissal, unfortunately the matter had already been set down for hearing. It was NOT my intention to have this matter heard.

7. I apologize to the Honourable court for any inconvenience caused in light of the facts mentioned above. I ask that as these matters have been adjudicated on, that the matter be simply:

- dismissed,
- the Rule Nisi be discharged,
- and that no order be made as to costs."

8. Supplementary affidavits were filed and uploaded to Caselines in each of the other four applications during late afternoon of 5 February 2026.

9. In Mohlala, the supplementary affidavit was dated 4 February 2026. Mr Uys stated:

"After a telecom [sic] with the respondent I was able to determine that the Respondent on his version owns the following movable assets, after negotiation he was kind enough to email a list to my secretary"; and "here [sic] is undoubtedly a benefit to creditors, a dividend can only be calculated after the claims process has been completed by the Master/Curator, but nonetheless it is evident that a dividend will exist."

10. In Fourie, the supplementary affidavit is also dated 4 February 2026. Mr Uys stated:

"After a detailed search, my offices were able to confirm that the respondent is the owner of a Toyota Vitz, attached hereto is a valuation of said vehicle. ownership [sic] was confirmed via telephone with the respondent as well. it [sic] must be mentioned that the respondent advised that she awaits the sequestration and shall surrender the car willingly to the estate"; and with the exact same statement that "There is undoubtedly a benefit to creditors, a dividend can only be calculated after the claims process has been completed by the Master/Curator, but none the less [sic] it is evident that a dividend will exist."

11. In De Beer, the supplementary affidavit is also dated 4 February 2026. Mr Uys states that:

> "After a telecom [sic] with the respondent I was able to determine that there is an asset in the Respondent's possession, a Ford Fiesta. Attached hereto is a valuation of the car with the information provided to me, a value of R 119 500.00 retail exists"; and he repeated the exact statement as to benefit for creditors.

12. In Craig, the supplementary affidavit is dated 30 January 2026 and uploaded to CaseLines on 2 February 2026. Mr Uys stated:

> "Attached as Annexure "A" is the Automated Valuation of 327 Parsley Street, Annlin, Pretoria; a property that is owned by the Respondent. There is another asset in the Respondent's possession, a Volkswagen T-Roc. Further details herein are unknow [sic]"; and he concludes with the exact same statement as to benefit for creditors.

13. Despite the aforegoing, when the matters were called on Friday, 6 February 2026, there was no appearance by Mr Venter in any of these matters and Mr Uys was also not present despite the court's request. Their absence caused a postponement and the applications could only be dealt with virtually on 19 February 2026.

14. The virtual court proceeded in the presence of Mr Venter, Mr Uys and Mr Rishay Badhesi, an assistant of Mr Uys. I informed both Mr Venter and Mr Uys that as officers of the court they have ample opportunity to make submissions in regards to the court's difficulties. Mr Venter conveyed that his absence on Friday, 6 February 2026 was as a result of a fall-out he had with Mr Uys the previous day

and subsequently, on the morning of the 6th at 06:00, he returned all his briefs to Mr Uys and therefore he did not now hold a brief to appear in any of the five applications. Mr Uys stated that he had right of appearance and that he, except for the Engelbrecht matter, would move the provisional sequestration orders in the remaining four applications.

15. Mr Venter and Mr Uys informed this court that they knew since the previous Monday before Hershensohn AJ what the outcome of those four applications would be, as well as the reasons therefore, as in their view my brother took a firm stance in those matters and also stood the matters down until that Friday to be dealt with.

16. Mr Venter confirmed that he appeared in Engelbrecht matter when the provisional order was granted, but he could not remember whether he informed the court or made submissions referencing the shortcomings in the application, but accepted that he should have filed a practice note bringing same to the courts attention. He recognised the duty of counsel to do so and admitted his mistake. Even accepting that the Engelbrecht matter would have been withdrawn on the 3rd, the persistence with the remaining four identical applications the week immediately after Hershensohn AJ dismissed four identical applications, could not be explained.

17. It was conveyed to Mr Uys that this Court had identified approximately 15 instances of similarity, which he conceded. These similarities are evident from all five applications and commence as soon as the alleged debt is dealt with. The similarities are not confined to broad structure. They extend to recurring words, phrases, grammatical formulations, spelling errors and capitalisation:

17.1. Engelbrecht states that:

"5.3.1 The Applicant Would [sic] loan an amount of R54 300.00 the 1st Respondent at his specific request and instance for the purpose of capital needed by the Respondent, It is prudent to note that the reason for the loan was to assist the business but the loan was requested in the Respondents Personal Capacity."

17.2. Mohlala states that:

"5.3.1 The Applicant Would [sic] loan an amount of R66,000.00 to the respondent at his specific request and instance.

5.3.2 The Applicant and Respondent were friends up till the stage when legal proceedings had to be instituted."

17.3. Fourie states that:

"5.5.1 The Respondent approached the Applicant on her own free will and without duress from any other party.

5.5.2 The Respondent requested a personal loan, recorded as such at all times during the request in the amount of R65,855.70."

17.4. De Beer states that:

"5.3.2 The Respondent frequented the services of the Applicant to confirm the above services after telephonic discussions. The Respondent was quoted a [sic] amount of R60, 000.00 discounted to R52,500.00 at the Respondents request."

17.5. Craig states that:

"5.3.1 The Applicant Would [sic] loan an amount of R 52 300.00 to the respondent at his specific request and instance in his personal capacity, the respondent advanced the reason that his cashflow was low and he had expenses to pay.

5.3.2 The Respondent frequented the home of the Applicant often and forged a well-founded [sic] relationship with the Applicant."

17.6. The repeated phrase "Applicant Would", with the same unusual capitalisation, appears in Engelbrecht, Mohlala and Craig. The expression "specific request and instance" also appears in those three applications. Engelbrecht and Craig further frame the alleged debt as one incurred in the respondent's personal capacity. In Engelbrecht this appears as "Respondents Personal Capacity", and in Craig as "in his personal capacity".

17.7. A similar type of relationship-based background is also used. Mohlala refers to the parties being "friends up till the stage when legal proceedings had to be instituted", while Craig states that the respondent "frequented the home of the Applicant often" and "forged a well-founded [sic] relationship with the Applicant". De Beer similarly uses the word "frequented", although in the context of alleged services.

17.8. Each application then turns to an invoice attached, or purportedly attached, as Annexure B:

17.8.1. Engelbrecht states:

"5.3.3 The Respondents however made no payments and as such a meeting to discuss their default was arranged for January 2023, on this date a [sic] invoice for the amount owed was presented to the 1st Respondent. Attached hereto as Annexure B is said invoice."

17.8.2. Mohlala states:

"5.3.3 Attached hereto as Annexure B is an invoice that my attorney advised me to have the Respondent sign confirming the loan amount as there is no written contract between us .."

17.8.3. Fourie states:

"5.5.3 on seeking counsel, I reached out to my attorney at the time who advised that I get a signed acknowledgement of debt from the Respondent, I was unable to do so as she refused to sign same. I did manage to have her sign an invoice for the amount due. Attached hereto as Annexure B is the invoice."

17.8.4. De Beer states:

"5.3.2 The Respondent frequented the services of the Applicant to confirm the above services after telephonic discussions. The Respondent was quoted a [sic] amount of R 60 000.00 discounted to R 52 500.00 at the Respondents request. in December 2020, the Invoice is attached hereto as "Annexure B". No deposit was received as work began immediately and was finalized due to its urgency. Work was completed on the property and payment was requested as agreed in January 2021."

17.8.5. Craig states:

"5.3.3 The Respondent however made no payments and as such a meeting to discuss his default was arranged for 28 February 2023, on this date a [sic] invoice for the amount owed was presented to the Respondent. Attached hereto as Annexure B is said invoice."

17.9. Engelbrecht and Craig are particularly striking. Both use the formulation “made no payments”, followed by “a meeting to discuss” default, followed by “on this date”, followed by “a invoice”, followed by “for the amount owed”, and concluding with “Attached hereto as Annexure B is said invoice”. The wording is materially the same, with only the date and pronouns altered.

17.10. Mohlala and Fourie also follow an invoice-centred structure. Both refer to advice received from an attorney or counsel, the absence or non-procurement of a more formal written document, and then rely on an invoice attached as Annexure B. De Beer, although framed as a services claim, also relies on the same central device, namely an invoice attached as Annexure B.

17.11. The applications therefore display similarity at several levels: the amounts claimed, the sequence in which the alleged debt is pleaded, the use of personal or relational background, the repeated reliance on an invoice as Annexure B, and the recurrence of particular expressions and errors, including “Applicant Would”, “specific request and instance”, “Respondents Personal Capacity”, “frequented”, “made no payments”, “a invoice”, “said invoice”, and “Attached hereto as Annexure B”.

18. The claim in each application is therefore pleaded in materially similar language. All amounts are either approximately R52,500.00 or R66,000.00. The recurring formulation, the repeated reliance on an invoice attached as Annexure B and the repeated grammatical and spelling errors are material features of the papers.

19. In each application the act or acts of insolvency relied upon are framed as follows:

19.1. Engelbrecht states:

"5.6 During 2024, the 1st Respondent sent my attorney of record, a letter stating that he is unable to make payment towards the amount indebted to the me. A copy of the letter is attached hereto marked Annexure "D"."

19.2. Mohlala states:

"5.6 During the course of settlement attempts, the Respondent sent my attorney of record, a letter stating that he is unable to make payment towards the amount indebted to the me. A copy of the letter is attached hereto marked Annexure "D"."

19.3. Fourie states:

"5.7 however despite almost a year of promises to my attorney she never made any payment to them or me, she called my attorney to say that she is unable to pay and shockingly that she is selling assets to again pay creditors, my attorney immediately asked her to put this is writing".

19.4. De Beer states:

"5.6 During 2025, the Respondent called my attorney of record, stating that he is unable to make payment towards the amount indebted to the me. The attorney asked the Respondent to put his pleas in writing so that instruction may be taken from me, the Respondent replied with a mail Attached hereto marked Annexure "D"."

19.5. Craig states:

"5.6 During 2023, the Respondent sent my attorney of record, a letter stating that he is unable to make payment towards the amount indebted to the me. A copy of the letter is attached hereto marked Annexure "D"."

20. Advantage to creditors is similarly dealt with in similar template format;

20.1. Engelbrecht states:

> "11.1 It is my opinion that the 1st Respondent will sell his (joint) assets in order to meet benefits [sic] of specific creditors, and this will be to the detriment of their remaining creditors. It is therefore of the utmost importance that a Trustee be appointed in order to facilitate a proper investigation into this as well as other matters relating to the Respondent's assets and set aside any disposition not made for value."

20.2. Mohlala states:

> "11.1 It is my opinion that the Respondent will sell his assets in order to meet benefits [sic] of specific creditors, and this will be to the detriment of their remaining creditors. It is therefore of the utmost importance that a Trustee be appointed in order to facilitate a proper investigation into this as well as other matters relating to the Respondent's assets and set aside any disposition not made for value."

20.3. Fourie states:

> "11.1 It is my opinion that the Respondent will sell her assets in order to meet benefits [sic] of specific creditors, and this will be to the detriment of her remaining creditors. It is therefore of the utmost importance that a Trustee be appointed in order to facilitate a proper investigation into this as well as other matters."

20.4. De Beer states:

> "10.1 It is my opinion that the Respondent will sell his assets in order to meet benefits [sic] of specific creditors, and this will be to the detriment of his remaining creditors. It is therefore of the utmost importance that a Trustee be appointed in order to facilitate a proper investigation into this as well as other matters relating to the Respondent's assets and set aside any disposition not made for value."

20.5. Craig states:

> "11.1 It is my opinion that the Respondent will sell his assets in order to meet benefits [sic] of specific creditors, and this will be to the detriment of their remaining creditors. It is therefore of the utmost importance that a Trustee be appointed in order to facilitate a proper investigation into this as well as other matters relating to the Respondent's assets and set aside any disposition not made for value."

21. Reference was made above to the flurry of supplementary affidavits that were filed in the remaining four applications. Engelbrecht's supplementary affidavit has already been dealt with supra. All the supplementary affidavits were filed to breathe life into the remaining four applications and, on 19 February 2026, Mr Uys moved the provisional sequestration applications. However, these supplementary affidavits did not cure the defects. They compounded them.

22. Mohlala's supplementary affidavit was filed on Thursday afternoon, as mentioned supra. It introduces a list of 28 movable household items, ranging from a lamp worth R80 to a mattress of R4 500, which is, incidentally, the highest value item on the list. No sworn valuation is attached and no formal dividend calculation was prepared. This was therefore not an attempt to convert the application into a so-called "friendly sequestration". It was rather an ill-conceived attempt to bolster the requirement of advantage to creditors where none existed. On a cursory consideration of the list, it is apparent that the items are, from an advantage-to-creditors perspective, of negligible realisable value and, in any event, fall squarely within the class of household items ordinarily retained by an insolvent in terms of s 82(6) of the Insolvency Act 24 of 1936, which provides:

> "From the sale of the movable property shall be excepted the wearing apparel and bedding of the insolvent and the whole or such part of his household furniture, and tools and other essential means of subsistence as the creditors, or if no creditor has proved a claim against the estate, as the Master may determine and the insolvent shall be allowed to retain, for his own use any property so excepted from the sale."

23. The list supplied by Mr Uys, extracted from CaseLines, reads: Sofa R3000; Study Table R650; Chairs R950; Bed Frame R2800; Mattress R4500; Refrigerator R2300; Microwave R2300; Washing Machine R3000; Television R3600; Lamp R95; Curtains R1800; Blender R1800; Electric Kettle R950; Toaster R560; Iron R480; Wardrobe R3000; Fan R300; Heater R350; Dish Rack R650; Cutlery Set R850; Dinner Set R900; Laundry Basket R80; Mirror R650; Side Table R300; TV Stand R1800; Wall Clock R360; Garbage Cutter R900.

24. On these figures, and absent any reliable valuation or dividend computation, the alleged advantage in dividend value for the concursus is not established. The supplementary affidavit adds nothing of probative value to the enquiry and serves only to create a false impression that the statutory requirement of advantage to creditors has been met.

25. Fourie's supplementary affidavit by Mr Uys was deposed to on 4 February 2026 stating that "3. After a detailed search, my offices were able to confirm that the Respondent is the owner of a Toyota Vitz, attached hereto is a valuation of said vehicle." However, no valuation is attached and the attached CSI Vehicle Ownership document clearly indicates that the report was drawn on 05/02/2026 14:58 and printed on the same date at 15:00. It was uploaded onto CaseLines at 15:01. Despite the allegation of confirmation of ownership with the Respondent and a WhatsApp vehicle licence photo, credible evidence is absent. The facts asserted to under oath by Mr Uys are, objectively considered, circumspect. The objective timeline indicates that Mr Uys signed the supplementary affidavit before the discovery of the asset. The WhatsApp photo of the licence disc uploaded onto CaseLines reflects the date stamp of the photo as 2026-02-05 at 14:14:48, cementing the timeline as the supplementary affidavit being first, secondly the licence disc photo and thirdly the CSI Vehicle Ownership document. On the objective chronology, the probable inference is that Mr Uys had knowledge of this asset prior to its declared discovery.

26. De Beer's supplementary affidavit refers generically to a Ford Fiesta "in the Respondent's possession" without any further detail. The valuation also refers to a Ford Fiesta without any further detail. Mr Uys states that the valuation is attached of the car "with the information provided to me". Properly considered, however, the annexed document contains no information beyond a Ford Model Fiesta with a registration number. The submission that the vehicle will increase the advantage to creditors has no substance.

27. Craig's supplementary affidavit is dated 30 January 2026. The valuation is automated by Windeed, but the search date clearly indicates 2026/02/02 10:05 and the report print date as 2026/02/02 10:11. It was uploaded to CaseLines at 12:03 on the same date. Objectively, the supplementary affidavit predates the valuation information. Unfortunately for Mr Uys, the affidavit unequivocally states that ownership of this immovable property falls within his knowledge, without the

context of sudden discovery as the other supplementary affidavits may have suggested. The property is declared by the Applicant in the founding affidavit as the address of the Respondent. Mr Uys states unreservedly that "a property that is owned by the Respondent" and further that "there is another asset in the Respondent's possession, a Volkswagen T-Roc [sic]. Further details are unknow [sic]."

28. As a result, as at 19 February 2026, the Respondent owned immovable property valued between R2 520 000.00 and R2 060 000.00, at the lower end, plus the value of the T-Roc. Even if the Applicant's alleged loan is accepted, the sequestration application was persisted with whilst the Respondent was commercially and factually solvent.

29. In all four applications dealt with hereinbefore, the evidence placed on record through Mr Uys's supplementary affidavits materially undermined the credibility of each applicant. The statement in every founding affidavit by the applicant that "the Respondent will sell all his assets in order to meet benefits [sic] of specific creditors" appears, on the objective material later placed before Court, to be untruthful.

30. On 19 February 2026 the Court urged Mr Uys to accept the Court's invitation to address these aspects fully and indicated that the Court would extend its sitting hours to allow him time to explain the Court's difficulties in every matter. Mr Uys declined and submitted that he could not take the matters any further. His unwillingness to address the Court's concerns did not dispel the concern that these applications may have been based on fabricated loans for ulterior purposes, and may constitute an abuse of the Court's process.

31. As the relief was persisted with, except in the Engelbrecht matter, it is necessary for this Court to deal with the merits of all five applications. It is trite that the Court

retains a discretion and must prevent abuse of process. No doubt, a sequestration order is a drastic remedy. It establishes a concursus creditorum and, upon sequestration, the trustee administers and distributes the estate in accordance with the Insolvency Act. The hand of the law is laid upon the estate so that no single creditor may alter rights to the prejudice of the general body. It also affects the civil status of an individual and engages matters of public interest. The Court is accordingly obliged to satisfy itself independently that the jurisdictional requirements prescribed by the Insolvency Act are met.

32. Unopposed sequestration applications heighten the Court's duty to safeguard its processes and to prevent abuse and misuse for ulterior purposes. The inherent power to control process is well-established.

33. The concept of advantage to creditors was formulated by the Constitutional Court in Stratford and Others v Investec Bank Limited and Others[1]. The Court held that "advantage" is broad and should not be rigidified. Insisting on a cents-in-the-rand calculation in hostile sequestration can be unhelpful, but the Court must still assess whether sequestration will likely produce some benefit for creditors. The Court's discretion must be guided by the classic Friedman approach[2]. Roper J stated that "The classic test is thus whether the facts satisfy the Court that there is a reasonable prospect — not necessarily a likelihood, but not too remote — that some pecuniary benefit will result to creditors." The statutory inquiry powers are not an advantage in themselves. They are a means to achieve material benefit.

34. Be that as it may, all five applications fall at the first hurdle. There is no evidence of any verbal loan agreement between each applicant and each respondent. Had there been credible evidence substantiating this allegation, it would have found its way to Court. During the week preceding my sitting, and on the admissions of both Mr Venter and Mr Uys, they were well aware that this aspect required

objective, credible substantiating evidence rather than mere clarification that the alleged loans were paid in cash. The supplementary affidavits filed before this Court are indicative of the ample opportunity provided to place those facts on record. None was forthcoming. The final order will therefore reflect that the five applications are dismissed.

35. However, the conduct of counsel and the attorney of record, Mr Uys, left this Court with no other choice than to question their ethical conduct.

36. The uberrima fides duty of legal practitioners towards the Court has been emphasised in ex parte insolvency matters, as has the need for full disclosure. This duty exists so that creditors and the Court can properly assess whether the legal requirements are met on supporting evidence deposed to in affidavits.

37. This Court in Ex parte Slabbert[3] warned against template insolvency litigation and evidence suggesting coordinated manipulation of statutory requirements[4]. As far back as 2015, this Court noted in Ex parte Reggioro and Others the proliferation of voluntary surrender applications in standard form and described a "fledgling cottage industry". It recorded that many take a standardised cut-and-paste form drafted by a small set of attorneys specialising in such applications. This authority is particularly relevant where compulsory sequestration applications display the same template hallmarks and friendliness-risk indicators.

38. In matters such as Ex parte Du Raan and Another; Ex parte Snyman; and Ex parte Buys, the abuse shows its ugly face.[5] Daphue J dismissed three near-identical voluntary surrender applications, criticised the proliferation of carbon-copy insolvency litigation, found that the insolvency requirements were not genuinely met, and warned against abuse where practitioners benefit from debtors' predicaments. Significantly, the calculation of advantage to creditors

came under scrutiny with specific reference to an amount of R2 875.00 that was incorrectly calculated in each matter as trustee fees.

39. As an illustration of how little effect court warnings sometimes have, this Court in the week of 2 to 6 February 2026 dismissed applications brought by the same attorney referred by Daphue J to the Legal Practice Council, based on the same incorrect calculations that Daphue J referenced in his judgment. When requested to present himself to Court, the attorney informed this Court that the investigation arising from Daphue J's referral to the Legal Practice Council had commenced only during the week prior to this Court's sitting.

40. When a combination of these factors is apparent from the papers, including repetition across several applications enrolled by the same firm of attorneys, it may become concerning if, when considered together, they suggest a purpose other than the bona fide establishment of a concursus creditorum. The purpose of sequestration is trite. Where the use of that process appears to be misused, or invoked for a purpose inconsistent therewith, the matter cannot be approached as a routine unopposed application. A repeated lack of evidential substance, objectively contradictory supplementation, or other features capable of misleading the Court are matters which require scrutiny and, where appropriate, investigation. These applications are of that nature.

41. It is against this background that the Court deals with the conduct of Mr Venter and Mr Uys. Their respective positions are not the same. Mr Venter appeared as counsel in circumstances dealt with below. Mr Uys, however, was the attorney responsible for the preparation, issuing, enrolment and supplementation of all five applications. This Court can also not ignore that similar applications, brought by the same firm of attorneys, served before Hershensohn AJ during the previous week, and that Mr Uys nevertheless persisted with these applications thereafter.

42. The position of Mr Venter is materially different from that of Mr Uys. Mr Venter appeared as counsel in the Engelbrecht matter. When the Court raised the defects in that matter, he did not seek to persist with the application or to defend what could not properly be defended. He acted in accordance with his instructions and conveyed the difficulties identified by the Court to Mr Uys. When the Court resumed on the postponed date, Mr Venter explained that he did not attend Court on the Friday to which the matters had been stood down because he had surrendered his briefs at 06:00 that morning, after a fallout between himself and Mr Uys on the previous day. This was confirmed by Mr Uys. Mr Venter tendered an apology. As far as this Court is concerned, his explanation was accepted as sufficient in the circumstances and no further sanction against Mr Venter is presently justified.

43. The conduct of Mr Uys stands on a different footing. He was the attorney responsible for the preparation, issuing, enrolment and supplementation of all five matters. None of the features identified in this judgment, considered in isolation, would necessarily justify the conclusion that the process was being misused. The difficulty lies in their cumulative presence across these applications: the repetitive template structure of the papers, the admitted after-the-fact generation of invoices at his office to give apparent documentary support to alleged oral agreements and payments for which no objective proof was placed before Court, the persistence with these matters after Hershensohn AJ's judgment, his failure to attend Court when requested to do so and the absence of any satisfactory explanation when the concerns were raised.

44. The supplementary affidavits became the hinge point. They were filed as a last resort to strengthen the applications. Instead of curing the defects, they revealed objectively that information presented as newly discovered assets either existed, or was known, before the decision to supplement was taken. The same pattern

emerging across all four remaining applications cannot be treated as mere coincidence without explanation and, when sought, could not be provided. The inference that evidence was being introduced incrementally to meet the Court's concerns, cannot be escaped and hence this conduct appears to be more serious, prevalent and widespread than these five applications viewed in isolation. These concerns are addressed in the order.

45. The Court is mindful that adverse remarks concerning legal practitioners should not be made lightly. Where the material is inconclusive or where a practitioner has not had a fair opportunity to deal with the Court's concerns, restraint is required. That is not the position here. The concerns were raised in open Court. The Court explained to Mr Uys the import of the inferences that could be drawn in the absence of proper explanation and afforded him ample opportunity to address those concerns fully. He declined the invitation. The findings that follow are therefore confined to the objective features apparent from the papers and to the explanation, or absence of explanation, placed before Court.

46. After due consideration of all the facts and circumstances, this Court is satisfied that the appropriate immediate sanction is a monetary and protective order, coupled with a referral to the Legal Practice Council for urgent investigation.

ORDER:

In each of the five matters, the following order is made:

1. In case number ***150090/2025***, ***Lucile Janine Engelbrecht v Marselino John Miller and Caylin Bennett***, the rule nisi is discharged and the application for sequestration is dismissed.

2. In case number ***088951/2024, Euphin Mohlala v Clive Moshia***, the application for sequestration is dismissed.

3. In case number ***137348/2025, Anna Petronella Susanna Fourie v Yolanda Theresa Viljoen***, the application for sequestration is dismissed.

4. In case number ***153692/2025, Andries Gerhardus de Beer v Abraham Johannes Malherbe***, the application for sequestration is dismissed.

5. In case number ***132223/2025, Yvonne Beulah Craig v Hermanus Phillipus du Plessis***, the application for sequestration is dismissed.

6. No costs order is made in favour of any applicant.

7. Francois Uys Incorporated, as attorney of record for the applicants and as the firm responsible for preparing and prosecuting these applications, is directed not to present a bill to, nor to recover any fees or disbursements from any applicant in relation to these applications.

8. To the extent that any fees or disbursements have already been raised, charged to, debited to, received from, or paid by any applicant in respect of the work referred to in paragraph 7 above, Francois Uys Incorporated shall perform a proper reconciliation and repay any amount so raised, charged, debited, received or paid.

9. Mr Francois Uys is referred to the Legal Practice Council for urgent investigation into his conduct in relation to the sequestration applications dealt with in this judgment and such related matters as may appear from the judgment, including the role of Francois Uys Incorporated insofar as the conduct occurred through that practice.

10. The Registrar is directed to transmit a copy of this judgment and order to the Legal Practice Council.

[redacted]

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PJ GREYLING

ACTING JUDGE OF THE HIGH COURT

GAUTENG DIVISION, PRETORIA

This judgment was prepared and authored by the Judge whose name is reflected and is electronically circulated to the parties/their legal representatives by e-mail and by uploading it to the electronic file of these matters on Caselines. The date for hand-down is deemed to be ***15 May 2026.***

Appearances:

Counsel For the Plaintiffs:

Advocate Wentzel Venter

Instructed by FRANCOIS UYS INCORPORATED

REFERENCES:

1. Stratford and Others v Investec Bank Limited and Others (CCT 62/14) [2014] ZACC 38; 2015 (3) SA 1 (CC) (19 December 2014).

2. Meskin & Co v Friedman 1948 (2) SA 555 (W).

3. Ex parte Slabbert (099263/2024) [2025] ZAGPPHC 286; [2025] 3 All SA 264 (GP) (20 March 2025).

4. Ex parte Reggioro and Others (66537-14; 21414-15; 23068-15; 23076-15; 25733-15; 25741-15; 39697-145; 23403-15) [2015] ZAGPPHC 1152 (8 August 2015).

5. Ex parte Du Raan and Another; Ex parte Snyman; and Ex parte Buys (6165/2024; 29/2025; 645/2025) [2025] ZAFSHC 284 (Free State Division, Bloemfontein, 9 September 2025).