



**IN THE HIGH COURT OF SOUTH AFRICA  
NORTH WEST DIVISION, MAHIKENG**

**Case No: 4623/2025**

**Reportable**

In the matter between:

**REALKIT INVESTMENTS (PTY) LTD**

**APPLICANT**

and

**KAGISANO TAXI ASSOCIATION**

**FIRST RESPONDENT**

**KAGISANO-MOLOPO LOCAL**

**MUNICIPALITY**

**SECOND RESPONDENT**

**BAROLONG BOO TLOU LE TAU**

**TRADITIONAL COUNCIL**

**THIRD RESPONDENT**

**TAU ROLLERMEULE (PTY) LTD**

**FOURTH RESPONDENT**

**M.M. NTHUTHANG**

**FIFTH RESPONDENT**

**MEC FOR COOPERATIVE GOVERNANCE**

**AND TRADITIONAL AFFAIRS,**

**NORTH WEST PROVINCE**

**SIXTH RESPONDENT**

**MEC FOR COMMUNITY SAFETY AND  
TRANSPORT MANAGEMENT,**

**NORTH WEST PROVINCE**

**SEVENTH RESPONDENT**

**PROVINCIAL COMMISSIONER,**

**NORTH WEST PROVINCE**

**SOUTH AFRICAN POLICE SERVICE**

**EIGHTH RESPONDENT**

**Coram:** Reddy J

**Reserved:** 26 February 2026

**Delivered:** Judgment is handed down electronically to the parties' legal representatives via e-mail and uploaded to Caselines. The date that the judgment is deemed to be handed down is 8 June 2026 at 16h00.

**Summary:**

Enforcement of a consent order — rescission — scope of consent order — eviction from communal land premises — Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998 inapplicable — permission to occupy — tacit term of vacant possession — authority of section 139 administrator — agreed compensation.

Realkit Investments (Pty) Ltd purchased the fixed improvements on the Ganyesa Taxi Rank and the exclusive right of use of the premises situated in the Kagisano-Molopo Local Municipality for R500 000, in terms of a consent order made by agreement before this Court in November 2017. The Municipality accepted the purchase price but failed for more than eight years to deliver vacant possession. The Kagisano Taxi Association continued to occupy the premises. In October 2022 the Municipality, under section 139(1)(b)(i)-(iii) of the Constitution of the Republic of South Africa, 1996 administration, agreed in writing to pay R30 000

per month for every month it remained in breach; it honoured that obligation for three months only. Realkit sought enforcement of the consent order, eviction of the Taxi Association, and payment of accumulated compensation of R930 000 together with the continuing monthly obligation. The Municipality by counter-application sought rescission of the consent order.

Dismissing the counter-application and enforcing the consent order — A consent order may be rescinded only on the grounds of fraud or *justus error*. None of the three grounds advanced justified rescission. The Traditional Council was not absent from the UM50/2017 proceedings; it was represented by counsel. Rule 42(1)(a) of the Uniform Rules of Court is not available to the consenting party seeking to escape its own consent. The alleged *justus error* was unilateral, in that it arose in the presence of the Municipality's own legal team and Chief Financial Officer, and went only to the merits of the settled dispute; the Municipality's subsequent conduct was wholly inconsistent with any genuine belief in rescission. The consent order transferred no dominium, only fixed improvements and a contractual right of use; the *nemo plus iuris, accessio* and MFMA arguments were all rejected; and approbation and reprobation precluded the Municipality from retaining R500 000 while repudiating the transaction. The phrase "the use of such land" in the consent order unambiguously covers the whole of the 5 575m<sup>2</sup> of the taxi rank premises and not merely the B1–B4 footprint.

On eviction and compensation — The obligation to deliver vacant possession is necessarily implied as an incident of the sale of an exclusive right of use and is the necessary content of the consent order on its proper interpretation. The Taxi Association's 2002 Resolution was a purpose-specific licence conditional upon the infrastructure arrangements that sustained the taxi rank; its substratum fell away when the Municipality sold the improvements and the exclusive use to Realkit with the Traditional Council represented and unprotesting. The

Municipality denied any obligation to deliver vacant possession or to evict the Taxi Association. PIE is inapplicable- the Taxi Association is a commercial entity conducting a commercial transport business and the premises are not a place of residence. The PTO argument failed on three independent grounds. A structured eviction was ordered with a 60-day vacation period, conditioned upon the Municipality filing a report on steps taken to establish an alternative taxi rank facility. The section 139 Administrator had authority to conclude the compensation agreement; no separate council resolution was required. Compensation of R930 000 for the period 1 January 2023 to 31 July 2025 was awarded with interest at the prescribed rate, and the running obligation of R30 000 per month continues until vacant possession is delivered.

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## JUDGMENT

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**Reddy J**

### **Introduction**

[1] The Ganyesa Taxi Rank, located on a 5 575m<sup>2</sup> portion of communal land, farm Ganyesa-A1005 IN, is at the centre of a protracted dispute among a private investor, an organ of state, and a private voluntary organisation.

[2] The applicant, Realkit Investments (Pty) Ltd (Realkit), seeks enforcement of a Consent Order granted by this Court on 23 November 2017 under case number UM50/2017 (“the Consent Order”). In terms of that order, Realkit purchased from the second respondent, the Kagisano-Molopo Local Municipality (“the Municipality”), the fixed improvements on the taxi rank premises, together with the exclusive right of use of those premises, for R500 000.

[3] The Municipality has failed, over more than eight years, to deliver vacant possession. The first respondent, the Kagisano Taxi Association (the Taxi Association), continues in occupation without Realkit's consent. Realkit also claims agreed compensation from the Municipality for its continuing failure to deliver vacant possession. By way of counter-application, the Municipality seeks rescission of the Consent Order. The third to eighth respondents did not oppose the application. The sixth respondent filed a notice to abide. The Taxi Association and the Municipality oppose the application.

### **The parties**

[4] To properly assess and navigate this application, a clear description of the parties is necessary. The applicant, Realkit Investments (Pty) Ltd (Realkit), is a private company. Realkit is the purchaser of the fixed improvements on the Ganyesa Taxi Rank premises and the exclusive right of use thereof under the Consent Order.

[5] The first respondent, the Kagisano Taxi Association ("the Taxi Association"), is a voluntary association of taxi operators that has occupied and operated the Ganyesa Taxi Rank since 2002, pursuant to a Traditional Council Resolution. It opposes the application and disputes its obligation to vacate.

[6] The second respondent, the Kagisano-Molopo Local Municipality ("the Municipality"), is a local municipality established under the Local Government: Municipal Structures Act 117 of 1998, with jurisdiction over the area where the taxi rank is located. It is the seller under the Consent Order and the party against whom the compensation claim is brought. It opposes the application and brings a counter-application for rescission.

[7] The third respondent, the Barolong Boo Tlou Le Tau Traditional Council ("the Traditional Council"), is a traditional council recognised under the Traditional and Khoi-San Leadership Act 3 of 2019, which repealed and replaced the Traditional Leadership and Governance Framework Act 41 of 2003 with effect from 1 April 2021. It administers the communal land on which the taxi rank is located. Moreover, it also granted the Taxi Association the 2002 Resolution and was represented by counsel when the Consent Order was made. It has not opposed the present application.

[8] The fourth respondent, Tau Rollermeule (Pty) Ltd, and the fifth respondent, Mr M.M. Nthuthang, are a company and its associated natural person, respectively, who occupied a building on the premises without Realkit's consent. The fifth respondent agreed in writing to procure the fourth respondent's vacation.

[9] The sixth respondent is the Member of the Executive Council responsible for Cooperative Governance and Traditional Affairs, North West Province, who filed a notice to abide. The seventh and eighth respondents are the Member of the Executive Council responsible for Community Safety and Transport Management, North West Province, and the Provincial Commissioner of the South African Police Service, North West Province, cited in their capacities as the authorities responsible for transport regulation and law enforcement, respectively, against whom the prayer for assistance in executing the eviction is directed. Neither opposed the application.

[10] Realkit seeks condonation for the late filing of its replying affidavit. The explanation furnished is satisfactory. The replying affidavit was filed eleven

weeks before the hearing, and neither respondent suffered any prejudice, neither opposed the condonation application nor sought a postponement. Having regard to the absence of prejudice and the interests of justice being served in having this long standing dispute resolved on the merits, condonation is granted. The replying affidavit is admitted into the record.

### **Background facts**

[11] Ganyesa is a rural village within the farm Ganyesa-A1006 IN, Registration Division IN. No erven are surveyed or registered in the village. The land is administered by the Traditional Council. The Municipality and the Traditional Council have an arrangement under which the Municipality retains ownership of all fixed infrastructure improvements it erects on communal land administered by the Traditional Council.

[12] In approximately 2015, the Traditional Council designated the relevant portion of communal land as a taxi rank. On 27 June 2016, the permission granted to the Municipality to occupy the Ganyesa Taxi Rank for the purpose of creating infrastructure, including paving, ablution facilities, a small office building, and carport canopies, was confirmed in writing.

[13] The Taxi Association has operated from the premises since 2002, on the strength of a resolution (“the 2002 Resolution”) adopted by Kgosi Letlhogile of the Traditional Council on or about 23 April 2002, authorising it to establish a taxi rank there. This resolution was permission to occupy the land as a taxi rank, not an unconditional or perpetual right of occupation independent of the infrastructure arrangements that sustained the rank.

[14] Additionally, in 2015, Realkit's co-directors approached the Traditional Council to be allocated vacant land adjacent to the taxi rank for the construction of a Choppies franchised supermarket. The Traditional Council directed Realkit to consult the Taxi Association first. On 24 February 2015, the Taxi Association confirmed in writing that it had no objection to a supermarket in the immediate vicinity of the taxi rank premises. The Traditional Council subsequently passed a resolution granting Realkit permission to construct its retail building. The then Municipal Manager, Mr. Khuduge, actively supported the proposed investment.

[15] On 2 March 2017 construction of the retail building commenced. This necessitated the removal of a portion of paving installed by the Municipality. The Municipality objected and on 18 May 2017 obtained an ex parte spoliation order (case number M198/2017) against Realkit. The Traditional Council was cited and served in those proceedings but declined to participate.

[16] On 2 November 2017, the Municipality launched a further application (case number UM50/2017) to interdict Realkit from continuing its building activities. Following negotiations assisted by their respective legal teams, the Municipality's legal representatives reached a settlement on behalf of their clients. The Traditional Council was also legally represented and appears as the second respondent in the Consent Order. The agreement was made an Order of Court on 23 November 2017 before Kgoele J.

[17] For purposes of context, the operative provisions of the Consent Order read, in material part:

“1. THAT: The 1st Respondent [i.e. the Company] purchases the improvements of a fixed nature on the land upon which the Ganyesa Taxi Rank is situated and

the use of such land from the Applicant [i.e. the Municipality] at a price of R500,000.00.

2. THAT: Payment of the purchase price referred to in paragraph 1 above will be made as follows: [R100,000.00 on or before 15 December 2017; and the balance in monthly instalments of R40,000.00 commencing 31 January 2018.]

3–5. THAT: [Acceleration, interest and payment provisions.]”

[18] The Consent Order contains no express term requiring the Municipality to deliver vacant possession by a specified date. Nevertheless, such an obligation is necessarily implied as an incident of the sale of the exclusive right of use of the premises. A seller of a right of use is obliged to deliver what was sold, to remove obstacles to the buyer’s exclusive enjoyment. This is a well-established principle of the general law of sale. A seller warrants undisturbed possession and is obliged to procure that the purchaser may enjoy the thing sold without interference.<sup>1</sup>

[19] The implied obligation to deliver vacant possession is well-founded in the law of sale and, as a matter of the interpretation of the Consent Order as a court order, is reinforced by the principle that a consent order must be interpreted so as to give effect to the evident common intention of the parties and to the order’s evident purpose.<sup>2</sup>

[20] On a proper interpretation of the Consent Order, the sale of an exclusive right of use would be illogical unless it carried with it an obligation on the seller to put the buyer in a position to actually exercise that exclusive right. The obligation to deliver vacant possession is the necessary import of the order, without which the disposition would be devoid of practical effect. It is common

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<sup>1</sup> *BK Tooling (Edms) Bpk v Scope Precision Engineering (Edms) Bpk* 1979 (1) SA 391 (A) at 418 ; *Frye’s (Pty) Ltd v Ries* 1957 (3) SA 575 (A) at 581H-582A.

<sup>2</sup> *Eke v Parsons* 2016 (3) SA 37 (CC) paras 27-31.

cause that Realkit duly paid the full purchase price in the amount of R500 000 and that the Municipality accepted payment in full.

[21] Following the Consent Order, Realkit completed construction of its retail building. The Municipality, however, failed to deliver vacant possession of the remaining premises. The Taxi Association continued to occupy the canopies, the office building, and the portions of the premises depicted on Annexure “FA2”. The fourth and fifth respondents (Tau Rollermeule (Pty) Ltd and Mr Nthuthang) further occupied a building erected on the premises without Realkit’s consent, though the fifth respondent agreed in writing to procure vacation by the fourth respondent.

[22] The inclusion of a vacant possession requirement is not an improper expansion of the Consent Order, but an essential interpretative step. The applicable test is not whether such a term would be reasonable, but whether it is required in order to give business efficacy to the transaction and to avoid rendering the rights ostensibly conferred devoid of practical content.

[23] A construction that permits the seller to confer an “exclusive right of use” while simultaneously retaining the liberty to permit competing occupation leaves the right empty. Such an interpretation would be inconsistent with both the language used and the commercial purpose of the agreement, and must therefore be rejected in favour of one that renders the order effective and coherent.

[24] Properly understood, the obligation to deliver vacant possession is not an additional term imposed *ex post facto*, but an inherent incident of the right

expressly conferred, without which the Consent Order would fail to achieve its evident object.

[25] From August 2021, Realkit's director made numerous attempts to secure compliance from the Municipality. In October 2022, the Municipality, acting under a section 139(1)(b)(i)-(iii) intervention through its representative, Mr. Sello Maroga, agreed in writing to pay R30 000 per month for each month it remained in breach of its obligation to afford Realkit vacant possession by relocating the Taxi Association.<sup>3</sup> The Municipality honoured this agreement only from October to December 2022. From January 2023, it ceased payment without offering an explanation. By 31 July 2025, the accumulated outstanding compensation totalled R930 000.

### **Matters to be decided**

[26] Against this background, five issues arise for consideration. These are:

- (i) Whether the Consent Order is subject to rescission on any of the grounds advanced by the Municipality.
- (ii) On a proper interpretation of the Consent Order, whether Realkit acquired the exclusive right of use of the whole of the premises or only the B1–B4 footprint.
- (iii) Whether the Taxi Association is subject to eviction, having regard to the period of its occupation and any equitable considerations arising therefrom.
- (iv) Whether the Municipality is liable for the agreed compensation of R30 000 per month from January 2023.
- (v) Whether the relief granted should be qualified by conditions relating to the Taxi Association's relocation or the provision of an alternative taxi rank.

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<sup>3</sup> s 139(1)(b)(i)-(iii) of the Constitution of the Republic of South Africa, 1996

## **The submissions of the parties**

### *Realkit's submissions*

[27] Advocate Hitge made the following submissions across all five issues. On rescission, Advocate Hitge contended that the Traditional Council was not absent from the UM50/2017 proceedings but was actively represented by Advocate Monnahela. That being so, Advocate Hitge claimed that the Municipality was advised throughout by senior counsel and its Chief Financial Officer, and cannot now claim fundamental error; what was sold was a contractual right of use, not dominium over the land. Advocate Hitge averred that neither the *nemo plus iuris* principle nor the Municipal Finance Management Act 56 of 2003, (MFMA), land-alienation provisions were engaged; and in any event the Municipality is estopped from resiling from a transaction in reliance on which Realkit paid R500,000 and constructed its retail building.

[28] Advocate Hitge alleged that on the plain language of the Consent Order, "the improvements of a fixed nature on the land upon which the Ganyesa Taxi Rank is situated and the use of such land", unambiguously covers the whole of the taxi rank premises (5 575m<sup>2</sup>, figures A to G on Annexure "FA2"), and the settlement was always intended to fund an alternative rank to which the Taxi Association would be relocated, freeing the existing premises for Realkit's exclusive use.

[29] In respect of the eviction, Advocate Hitge maintained that the Taxi Association occupies the premises without lawful authority, contrary to Realkit's court-sanctioned right of exclusive use. To this end, Advocate Hitge argued that the 2002 Resolution was always conditional upon the infrastructure arrangements

that gave the rank its existence, and those arrangements were fundamentally altered when the Municipality sold the exclusive use to Realkit, with the Traditional Council present and unprotesting.

[30] Critically, Advocate Hitge contends that the Taxi Association is a legally advised commercial entity that has occupied, in full knowledge of Realkit's exclusive rights of use, for more than eight years, and that the community service argument cannot override established property rights.

[31] In respect of compensation, Advocate Hitge asserts that the October 2022 agreement was concluded by a duly authorised s139 Administrator. The Municipality honoured it for only three months; the arrears total R930 000, calculated over thirty-one months at R30 000 to 31 July 2025, and the running obligation continues until vacant possession is delivered.

[32] Advocate Hitge concludes that Realkit seeks enforcement of the Consent Order, a structured eviction order, payment of arrears, and a continuing monthly compensation order.

#### *The Taxi Association's submissions*

[33] Mr. Morweng for the Taxi Association aligned himself with the Municipality's three grounds and adds that the fixed improvements on the premises have become part of the communal land by *accessio* and could not be sold separately. Additionally, Mr. Morweng supports the Municipality's contention that Realkit's rights are limited to the B1–B4 building footprint. Mr. Morweng submitted four contentions on the eviction. First, it is not bound by the Consent Order as it was not a party to UM50/2017. Second, its 2002 Resolution

has never been formally withdrawn by the Traditional Council and therefore constitutes a subsisting permission to occupy, a quasi-real right that can only be extinguished by the Traditional Council as grantor, not by a transaction between the Municipality and a third party. Third, the eviction would deprive the Ganyesa community of an essential public transport service upon which the rural community depends. Fourth, the length of occupation since 2002, now more than two decades, weighs in favour of a measured approach by this Court.

[34] Finally, Mr. Morweng submits further that any eviction order should be conditioned on the Municipality first establishing an alternative taxi rank facility.

#### *The Municipality's submissions*

[35] Advocate Muza advanced that the rescission application pivots on three grounds. First, in terms Rule 42(1)(a) of the Uniform Rules of Court, the Consent Order was erroneously granted in the absence of the Traditional Council as the true landowner; second, there existed a *justus error* in that the Municipality entered the settlement under a fundamental mistake in that it did not appreciate that it lacked legal authority to alienate the use of communal land belonging to the Traditional Council; and third the principle of illegality found application. Towards this end, Advocate Muza claimed that the underlying agreement is void on the *nemo plus iuris* principle, compounded by the absence of a Municipal Council resolution authorising the alienation, as required by the MFMA and the Municipal Systems Act 32 of 2000.

[36] Notably, Advocate Muza underscored that Realkit's rights are limited to the B1–B4 footprint on Annexure "FA2", and that the R500 000 was compensation for infrastructure destroyed by Realkit during construction, rather than a purchase of the exclusive use of the whole taxi rank premises.

[37] In respect of the eviction, Advocate Muza maintained that the Taxi Association's occupation did not render the Municipality liable, and that the Municipality bore no obligation under the Consent Order to evict unlawful occupiers from the premises. Advocate Muza submitted that even if the Consent Order were valid, the Municipality could not be held responsible for occupations that took place after the order was granted, and that Realkit's remedy lay against the Taxi Association directly.

[38] Insofar as the issue of compensation, Advocate Muza presented a three-tier proposal, first that the Consent Order contains no express obligation to deliver vacant possession; second, the October 2022 agreement is unenforceable for want of a council resolution; and third, Realkit was in breach of its own payment obligations under the acceleration clause and cannot claim. By way of counter-application, the Municipality seeks rescission of the Consent Order on the grounds alluded to above.

### **The applicable legal framework**

[39] A compromise or settlement (*transactio*) is a contract whose object is the prevention, avoidance, or termination of litigation. Once reduced to an order of court, a consent order has the same standing and effect as any other court order<sup>4</sup>.

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<sup>4</sup> *Eke v Parsons* 2016 (3) SA 37 (CC) paras 27-31. *M.B. v R.B.* (259/2023) [2024] ZASCA 116 ( 24 July 2024) para 9, *Road Accident Fund v Taylor* 2023(5) SA 147 para 41.

A consent order will be interpreted like all Court orders<sup>5</sup>. The necessary starting point is always whether the grounds advanced justify rescission. If they do not, questions about the enforceability of the underlying settlement agreement become academic.

[40] The circumstances in which a consent order may be rescinded are severely limited. The grounds recognised at common law are fraud and *justus error*. The scope of *justus error* as a ground for setting aside a court order is described as relatively rare and exceptional. The error must vitiate consent itself; it must go to the root of the agreement, not merely to the merits of the underlying dispute that the compromise has put to rest.

[41] Rule 42(1)(a) empowers the Court to rescind an order erroneously sought or erroneously granted in the absence of any party affected thereby. The rule is designed to address situations in which an order was entered without a party having had an opportunity to be heard. A consent order cannot, by definition, have been made in the absence of the consenting party.

### **Analysis**

[42] The Municipality's submission that the Traditional Council was absent from the proceedings fails for two independent reasons. First, an examination of the Consent Order reveals that the Traditional Council appears as the second respondent in the case, and that Advocate Monnahela appeared on behalf of the respondents including the Traditional Council. The Traditional Council was therefore not absent. It was represented before the Court when the order was made. The Traditional Council has filed no papers in the present proceedings

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<sup>5</sup> Op cit fn 2 para 26.

challenging the Consent Order or asserting any right inconsistent with its enforcement. Its silence, duly cited and served as it was, is telling.

[43] Second, Rule 42(1)(a) may be invoked only by or on behalf of the allegedly absent party. The Municipality cannot borrow a third party's procedural right. Simply put, the consenting party seeks to escape the consequences of its own consent, and that is not what the Rule permits.

[44] The Municipality contends that it was mistaken about its legal authority to dispose of the premises' use. Even accepting, for purposes of argument, that such a mistake existed, it does not constitute a *justus error* sufficient to vitiate consent and found rescission of a court order. Realkit correctly submits that the error was unilateral, induced by neither fraud nor misrepresentation on its part, and arose in the presence of the Municipality, properly represented by seasoned legal practitioners and its Chief Financial Officer.

[45] The Municipality's deponent in these proceedings, Mr. Ntsimane, is the same Chief Financial Officer who was personally present in court on 23 November 2017 when the Consent Order was made. His conspicuous failure to allege that he or the Municipality's legal team lacked a mandate to settle on those terms is telling. The mandate existed; the Municipality exercised it and is bound by it.

[46] Moreover, the alleged error goes to the merits of the original underlying dispute, the extent of the Municipality's authority over premises situated on communal land and the propriety of settling on the terms it did. That is exactly the category of error that a settling party contractually accepts as inherent in the

risk of compromise. As the apex Court observed in *Eke v Parsons*<sup>6</sup> a settlement is a product of give and take; a party may sometimes receive more by compromise than litigation would have yielded, and sometimes less. That is the nature of the bargain.

[47] The Municipality's subsequent conduct reinforces this conclusion. It engaged in compliance negotiations for years, paid the agreed compensation for October to December 2022, and continued to invoke the Consent Order as the yardstick for its obligations. This conduct is wholly inconsistent with any genuine belief that the Consent Order was susceptible to rescission on grounds of error. The counter-application was filed years after the Consent Order was entered and only after the Municipality found itself unable to escape its financial liability through continued inaction.

[48] The Municipality and Taxi Association submit that the Consent Order is *brutum fulmen*, because the Municipality never had *dominium* over the taxi rank premises and therefore could not lawfully transfer the exclusive right of use. The Taxi Association adds that the fixed improvements have become part of the land by *accessio*. The Municipality further contends that no Municipal Council resolution authorised the alienation of land as required by the MFMA and the Municipal Systems Act.

[49] Realkit submits in answer that no *dominium* was transferred, only a contractual right of use and ownership of the improvements, and that a seller need not own the merx to sell a right of use. It further submits that the Municipality is

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<sup>6</sup> Op cit fn 2 para 24

estopped by its conduct and that the doctrine of approbation and reprobation precludes it from retaining R500 000 while repudiating the transaction.

[50] To my mind, Realkit's submissions are correct. The subject matter of the Consent Order is properly understood. The Order does not purport to transfer *dominium* over the land. The land remains communal land administered by the Traditional Council. In my view, what was sold was (a) the fixed improvements erected by the Municipality on the communal land, which the Municipality owned by virtue of its arrangement with the Traditional Council; and (b) the use of the land, an exclusive contractual right of occupation. It is a well-established principle that a seller need not be the owner of the *merx* in order to conclude a valid agreement of sale or to confer a right of use.<sup>7</sup>

[51] Considered in its proper context, the accession argument conflates the ownership of the improvements with the ownership of the land. The Traditional Council's own arrangement with the Municipality, in terms of which the Municipality retained ownership of its improvements, constitutes a derogation from the *superficies solo cedit* rule as between those parties. The *accessio* principle would be relevant only if Realkit sought to register a real right of ownership over the land, but it does not.

[52] The MFMA and Municipal Systems Act authority point fares no better. Realkit has placed before the Court the uncontested fact that the Municipality's legal representatives and Chief Financial Officer appeared in court on 23 November 2017 and consented to the order. The Municipality has not alleged that its legal team lacked a mandate to settle, nor produced the Administrator's

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<sup>7</sup> Op cit fn 1 *Frye's (Pty) Ltd v Ries* at 581; *Mighty Solutions t/a Orlando Service Station v Engen Petroleum Ltd and Another* 2016 (1) SA 621 (CC) paras 29-34

instrument of appointment to show any limitation on his authority. A municipality is bound on the basis of actual or ostensible authority by the representations of its duly authorised legal representatives. The Municipality is accordingly estopped from denying that its legal team had authority to settle. In any event, the MFMA requirement for a council resolution pertains to the alienation of land itself, not to the conferral of a contractual right of use. No land alienation occurred here.

[53] Conclusively, even if any of the foregoing arguments were well-founded, which I find they are not, the doctrine of approbation and reprobation, *nemo potest venire contra factum proprium*, (no one may go against their own previous conduct) precludes the Municipality from retaining the benefit of R500 000 while repudiating the transaction. Moreover, a party that believes a court order is void must challenge it through the appropriate process and may not simply disregard it.<sup>8</sup>

[54] It follows that the counterapplication is accordingly dismissed. The Consent Order of 23 November 2017 stands and falls to be enforced.

#### *The scope of the consent order*

[55] The Municipality submits that Realkit's rights under the Consent Order are limited to the B1–B4 footprint depicted on Annexure "FA2", and that the R500 000 was merely compensation for infrastructure destroyed by Realkit during construction, not a purchase of the exclusive use of the whole taxi rank premises.

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<sup>8</sup> *Tongoane and Others v National Minister for Agriculture and Land Affairs and Others* 2010 (6) SA 214 (CC) ; *Zuma v Secretary of the Judicial Commission of Inquiry into allegations of state capture; corruption and fraud in the public sector including Organs of state and others* [2021] ZACC 28 para 82; 2021(11)BCLR 1263 (CC).

[56] Realkit submits that the plain language of the Consent Order is unambiguous. It purchased “the improvements of a fixed nature on the land upon which the Ganyesa Taxi Rank is situated and the use of such land”. The phrase “such land” refers to the land upon which the whole taxi rank is situated, the 5 575m<sup>2</sup> depicted by figures A to G on Annexure “FA2” not merely the B1–B4 building footprint. It further submits that the settlement was always intended to fund the establishment of an alternative taxi rank, to which the Taxi Association would be relocated, freeing the existing premises for Realkit’s exclusive development.

[57] In my view, Realkit’s interpretation is correct. The Municipality’s reading is irreconcilable with the plain language of the Consent Order. The phrase “such land” can refer only to “the land upon which the Ganyesa Taxi Rank is situated,” that being, the whole of the taxi rank premises. Had the parties intended to limit the sale to a portion, they would have said so expressly and identified that portion on the sketch plan.<sup>9</sup> The bilateral purpose of the settlement to relocate the Taxi Association, free the premises for Realkit confirms this reading.

[58] The Municipality’s alternative characterisation of the R500 000 as “compensation for destruction” is a belated reconstruction unsupported by any contemporaneous document. This characterisation is rejected.

#### *The eviction of the taxi association*

[59] The most substantive issue raised by the Taxi Association is its pre-existing 2002 Resolution. It is common cause that this resolution was a permission to

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<sup>9</sup> *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) para 20.

occupy the land as a taxi rank, not an unconditional right of occupation independent of the infrastructure and legal arrangements that gave the taxi rank its form. The Municipality itself held a senior permission granted by the Traditional Council in 2016 to occupy the same premises for the purpose of constructing the taxi rank infrastructure.

[60] When the Municipality sold the improvements and the exclusive use of the premises to Realkit, with the Traditional Council represented and unprotesting before the Court, the legal basis on which the taxi rank operated was fundamentally altered. The Taxi Association's 2002 Resolution was always conditional upon and subordinate to that broader infrastructure arrangement. The conditionality of the 2002 Resolution is apparent from the nature of the right it conferred. The resolution authorised the Taxi Association to establish and use a taxi rank on the premises, a purpose that is inseparable from the infrastructure that makes a taxi rank functional. That infrastructure was owned by the Municipality and was the subject matter of the Consent Order.

[61] It is a reasonable and necessary inference that a permission to occupy land for a specific commercial purpose, dependent on infrastructure owned by a separate party, is conditional upon the continued existence of that infrastructure arrangement. Once the Municipality lawfully disposed of those improvements and the exclusive use of the premises, the substratum of the 2002 Resolution fell away.

[62] Critically, the Traditional Council has been cited and served throughout these proceedings and has filed no affidavit asserting that the 2002 Resolution remains current and operative or objecting to the eviction. In the absence of any

affidavit from the Traditional Council confirming that it has reaffirmed the Taxi Association's right to occupy in the face of the Consent Order, the Taxi Association cannot rely on the 2002 Resolution to shield itself from eviction by a party holding a court-ordered right of exclusive use.

[63] The argument that the Consent Order does not bind the Taxi Association because it was not a party to UM50/2017 is equally without merit. Realkit does not seek to impose any personal contractual obligation on the Taxi Association. The eviction is sought in the exercise of Realkit's court-sanctioned right of exclusive use. Any person who occupies property without the authority of the holder of an exclusive right of use, whether or not they were a party to the proceedings establishing that right, does so unlawfully against that right holder.

[64] It is necessary to clarify that this conclusion does not proceed from any assumption that the Taxi Association is bound contractually by the Consent Order. It is not. The legal basis for the eviction lies instead in the vindication of a court-confirmed right of exclusive use which has been authoritatively determined, subject only to legally cognisable competing rights.

[65] Where such a right has been established by a court order, a third party who asserts an independent right of occupation bears the onus of demonstrating that right in a manner that is legally sustainable and capable of prevailing against the right so established. For the reasons already given, the Taxi Association has failed to establish such a right, whether based on the 2002 Resolution or otherwise.

[66] In this sense, the present eviction is not the enforcement of a contract against a non-party, but the enforcement of a legally established entitlement to

exclusive use against continued occupation that lacks a legally cognisable foundation capable of defeating that entitlement.

*The community service and equitable considerations*

[67] The Taxi Association's submission that eviction would disrupt essential public transport services in Ganyesa carries weight as a human consideration. The taxi rank has operated from these premises since 2002 and serves the broader Ganyesa community. This Court is not indifferent to that reality, nor to the fact that the Taxi Association has occupied these premises for more than two decades.

[68] Notwithstanding these considerations, the occupation must be assessed against the particular character of the Taxi Association's occupation after the Consent Order. The Taxi Association is not a residential occupier. It is an organised commercial entity that has been represented throughout and has been on notice since at least August 2021 of Realkit's demands for vacant possession. Its occupation since the Consent Order has not been the innocent occupation of a vulnerable party unaware of a superior right. It has been the occupation of a legally advised body aware of, and in defiance of, Realkit's right.

[69] Also, the Taxi Association has not placed before the Court any evidence that an alternative taxi rank is unavailable, that it has made efforts to identify or establish one, or that its members would be left without any means of conducting their business. The community-service consideration *bona fide* as it is, is an argument for the Municipality to fulfil its obligation to fund a replacement taxi rank, not an argument that Realkit should bear the cost of the Municipality's default indefinitely.

[70] Realkit has held a court sanctioned right of exclusive use since November 2017 and has been deprived of that right for more than eight years. That deprivation cannot continue indefinitely on the basis of equitable considerations that are properly directed at the Municipality rather than Realkit.

[71] In arriving at this conclusion, the Court has been mindful of the broader constitutional context in which disputes of this nature arise. The provision of public transport services in rural communities is of considerable social and economic importance. However, the resolution of such systemic considerations cannot be achieved through the indefinite suspension of private rights that have been lawfully acquired and judicially confirmed.

[72] The Constitution requires a balancing of competing interests that is proportionate and context-sensitive, as required by section 26(3) of the Constitution. In the present case, that balance is appropriately struck by recognising Realkit's entitlement to the use of the premises while structuring the execution of the eviction in a manner that affords the Municipality a defined opportunity to discharge its public obligations to provide alternative facilities.

[73] The tailored eviction mechanism, including the reporting obligation imposed on the Municipality and the deferred execution by the Sheriff, ensures that the disruption to the community is mitigated as far as reasonably possible without negating the substance of Realkit's rights. In this way, the order gives effect both to the rule of law and to the need for orderly and equitable transition.

[74] Nonetheless, this Court is of the view that a structured approach to the execution of the eviction is warranted. The public transport disruption that an

abrupt eviction would cause is a legitimate, equitable concern. The Municipality's obligation to establish an alternative taxi rank is the key to the orderly resolution of this matter. Accordingly, the eviction order is conditioned as set out in the order below. The Taxi Association is given sixty (60) days to vacate, and the Municipality is directed to report to this Court on the steps it has taken or proposes to take to establish an alternative taxi rank facility before the Sheriff may execute the eviction. This approach holds the Municipality accountable for its default while protecting the community's public transport interests in an orderly way.

[75] Before leaving the eviction, it is necessary to address the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998 ("PIE"). Although neither party expressly invoked PIE, the Taxi Association's submissions on community dependence, the length of occupation, and the absence of alternative accommodation raised considerations that are characteristic of the PIE enquiry, and the Court is required to satisfy itself that the statutory regime is not applicable.

[76] PIE applies to the unlawful occupation of land by a person who occupies or resides on land without the express or tacit consent of the owner or person in charge, or without any other right in law to do so. The Taxi Association is an organised commercial entity whose members conduct a commercial transport business on the premises. The use of the taxi rank by the Taxi Association and its members is a commercial activity. It is not a home, it is not a place of residence, and no evidence was placed before the Court that any member resides on the premises. PIE accordingly has no application to this eviction against the Taxi Association as a juristic entity.

[77] For completeness, the Court also addresses whether individual members of the Taxi Association could separately invoke PIE protection in their personal capacities on the basis of livelihood dependence. The Constitutional Court has affirmed that PIE must be applied sensitively where occupiers depend on land for their livelihoods. However, that principle applies to persons who themselves occupy or reside on the land. The individual members of the Taxi Association do not reside on the premises, and no evidence was placed before the Court showing that any member occupies the premises in a residential or livelihood sense beyond the conduct of a commercial transport business.

[78] Commercial use of premises as a place from which to conduct a transport business does not constitute “occupation” within the meaning of PIE, which is directed at persons whose home or place of abode is on the land.<sup>10</sup> PIE accordingly has no application to this eviction, whether considered against the Taxi Association as a body or against its individual members in their personal capacities. The eviction falls to be considered solely under the common law and the Court’s inherent jurisdiction to enforce its own orders.

[79] One further aspect of the Taxi Association’s occupation warrants careful attention. The Taxi Association argued that the 2002 Resolution constitutes a permission to occupy (“PTO”) in the sense recognised in communal land contexts, a right personal to the holder but accepted in South African law as akin to a real right, and that such a right can be revoked or extinguished only by the Traditional Council, as grantor, not by a sale between the Municipality and a third

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<sup>10</sup> *Ndlovu v Ngcobo; Bekker and Another v Jika* 2003 (1) SA 113 (SCA) para 19-20.

party. This contention correctly identifies the legal character of a PTO and requires a substantive answer.

[80] A permission to occupy (“PTO”) in communal land contexts is a personal right allowing use or occupation of rural, unsurveyed land allocated by a competent traditional authority. Although not registrable in the Deeds Office, a PTO is generally accepted as conferring rights akin to a real right, personal in nature but with quasi-real characteristics in that it is durable, heritable and not lightly displaced.

[81] The Communal Land Rights Act 11 of 2004, which would have provided a comprehensive statutory framework for PTOs and communal land tenure, was declared unconstitutional in its entirety in *Tongoane and Others v National Minister for Agriculture and Land Affairs and Others*<sup>11</sup> 2010 (6) SA 214 (CC) and is not in force. In the absence of governing legislation, the legal character of rights derived from a PTO falls to be determined by reference to the common law and customary law principles applicable to the allocation. The principle that a PTO granted by a traditional authority cannot be extinguished by a unilateral transaction between third parties without the involvement of the grantor is well established in our law.

[82] Accordingly, the proper legal question is not merely whether the grantor has been silent in litigation, but whether the legal character of the right, properly analysed, was such as to be extinguished by the events that occurred. I appropriately turn to address both aspects.

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<sup>11</sup> *Tongoane and Others v National Minister for Agriculture and Land Affairs and Others* para 109.

[83] The first question is whether the 2002 Resolution constituted a PTO in the technical sense, or merely a licence to use the land for a particular purpose. The distinction is legally significant in the following way. A PTO is a quasi-real right that survives changes in the controlling infrastructure arrangements. A licence is a personal permission that is purpose-bound and terminates when the purpose-defining conditions fall away. On a proper characterisation of the 2002 Resolution, it was not a PTO in the full sense but a purpose specific licence. The Resolution authorised the Taxi Association “to establish a taxi rank” on the premises. It did not grant an unconditional right of occupation over the land itself, independent of the use to which it was to be put. The right was intrinsically bound to the function, the establishment and operation of a taxi rank, and to the infrastructure that gave that function its physical form.

[84] A licence granted for a specific commercial purpose, defined by and dependent upon infrastructure owned and controlled by a third party, does not acquire the character of a quasi-real PTO merely because it was granted by a traditional authority. The authorities confirm that a PTO, in the strong sense, typically involves a residential or livelihood land allocation to a household or family. The 2002 Resolution falls outside that paradigm. It is properly characterised as a purpose-specific licence granted to a commercial association for a defined commercial use, terminable when the conditions defining that use are fundamentally altered.

[85] Even if the 2002 Resolution were to be characterised as a PTO in the full sense, it would not assist the Taxi Association on the particular facts of this case. The foundation of the PTO argument is that the Traditional Council, as grantor, must be involved in any extinguishment. That principle, correctly stated, applies

where a PTO-holder's right is sought to be displaced by a transaction to which the grantor was entirely a stranger. That is not this case.

[86] The Traditional Council was not a stranger to the disposition of the taxi rank premises. It was the very party that authorised the Municipality's occupation of those premises for infrastructure purposes in 2016. It was represented by counsel in the UM50/2017 proceedings in which the Consent Order was made. It occupies the position of third respondent in the present proceedings, was duly cited and served at every stage, and has throughout maintained complete silence. The Traditional Council is therefore not a party that was bypassed or excluded; it is a party that was fully informed, fully represented, and fully consulted and who elected at every material juncture to take no step to affirm the 2002 Resolution as a right superior to the Consent Order.

[87] In those circumstances, the PTO principle, which is designed to protect traditional authority grantees from being dispossessed without the grantor's knowledge or involvement, has no application. The grantor participated in the very proceedings that produced the disposition complained of and raised no objection.

[88] On the broader principle of *nemo potest venire contra factum proprium*, the Taxi Association is asserting a right it declined to assert when it had full knowledge and every opportunity to do so. The Taxi Association cannot derive from the Traditional Council's silence a right superior to that of the Traditional Council itself, which by its conduct, has implicitly affirmed to be consistent with the Consent Order.

[89] There is a further, independent ground. Even assuming the 2002 Resolution was a PTO in the full sense and that extinguishment required the Traditional Council's formal involvement, the Municipality's arrangement with the Traditional Council provides that mechanism. In 2016, the Traditional Council granted the Municipality permission to occupy and develop the taxi rank infrastructure. Acting under that permission, the Municipality then sold those improvements and the exclusive use of the premises to Realkit by consent order before the Court, with the Traditional Council represented.

[90] The Traditional Council's participation in the proceedings that produced the Consent Order, through its own legal representative, constitutes the formal involvement of the grantor that the PTO principle requires. The 2002 Resolution, which was always subordinate to and dependent upon the infrastructure arrangement between the Municipality and the Traditional Council, was thereby overtaken by the disposition sanctioned by the Court, with the Traditional Council's participation. The Traditional Council's silence in the present proceedings is therefore not merely an evidentiary inference but a reflection of the legal reality, the disposition to Realkit was effected with the Traditional Council's representative present and unprotesting, and that constitutes sufficient grantor involvement to displace the Taxi Association's licence.

[91] Even recognising the heightened protection accorded to rights derived from customary law, such rights are not insulated from the legal consequences of court orders granted in proceedings to which the relevant traditional authority was a party to and in which it was duly represented. The juridical significance of the Traditional Council's participation in the UM50/2017 proceedings is not merely evidential but constitutive, in that it reflects that the grantor of the asserted right

was afforded a full and proper opportunity to assert, protect, or qualify that right before the Court when the Consent Order was made.

[92] In these circumstances, the absence of any reservation, qualification, or objection on the part of the Traditional Council must be understood, not as passive silence alone, but as conduct consistent with acquiescence in the disposition embodied in the Consent Order. To hold otherwise would permit a collateral challenge to a final court order through the indirect invocation of a right that the grantor itself declined to advance when the forum for its determination was properly seized.

[93] The protection afforded to PTO type interests must accordingly be balanced against the principles of legal certainty and the finality of court orders. Where a court-sanctioned disposition restructures the substratum upon which a purpose-specific allocation rests, and where the competent authority has participated in that restructuring without objection, the continued assertion of the prior allocation cannot prevail in a manner that undermines the integrity of the court order.

*The claim for agreed compensation*

[94] The obligation to deliver vacant possession is necessarily implied as an incident of the sale of the exclusive right of use of the premises. The Municipality's first contention that it sold "the use" of the premises while remaining free to allow third parties to continue occupying those premises is self-contradictory and cannot be correct.

[95] As to the second contention that the October 2022 compensation agreement was reached by the Municipality's s 139 Administrator, Mr Maroga, acting on

the Municipality's behalf. The Municipality has placed before the Court no evidence that the Administrator exceeded his powers, nor has it produced the instrument of appointment to demonstrate any limitation on his authority to bind the Municipality in relation to a compensation arrangement arising from a pre-existing court order. In the absence of such evidence, the Administrator must be taken to have acted with authority.

[96] It bears emphasis that a party seeking to impugn the authority of a functionary acting under a constitutional intervention must place before the Court the factual and legal basis for such challenge. In the absence of the instrument of appointment or any delineation of powers suggesting a limitation relevant to the agreement in question, a bare assertion of lack of authority cannot suffice.

[97] The Municipality, which is best placed to produce such evidence, has failed to do so. In these circumstances, both the presumption of regularity and the objective conduct of the parties support the conclusion that the Administrator acted within the scope of his powers.

[98] As to the third contention that the Consent Order's acceleration clause operates only upon Realkit's failure to make payment. It is common cause that the full purchase amount of R500 000 was paid. The Municipality accepted all payments without protest and never placed Realkit formally *in mora*. This contention is devoid of merit.

[99] The notice of motion at prayer 1.7 claimed R630 000 being the arrears calculated in the founding affidavit for the period January 2023 to September 2024 (21 months at R30 000). By the date of the hearing on 26 February 2026,

the arrears had grown to R930 000 (31 months to 31 July 2025), as set out in the founding and replying affidavits. The respondents had full opportunity to address this figure in their papers and did so. The amount of R930 000 is accordingly properly before the Court and will be granted.

[100] The obligation to pay the monthly compensation of R30 000 continues until the Municipality delivers vacant possession of the entire premises to Realkit. This ongoing obligation falls within prayer 4 and gives effect to the parties agreed formula; the respondents were fully aware of this claim from the founding affidavit and addressed it in their papers. Realkit retains the right to approach the Court, on notice to the Municipality, should the order require variation, supplementation, or enforcement.

### **Costs**

[101] Realkit has been substantially successful on all five issues. The ordinary rule is that costs follow the event. Both the Taxi Association and the Municipality have opposed the application on the grounds that it is without merit. The Taxi Association is to bear the costs of opposing the main application insofar as they relate to the eviction. The Municipality is to bear the costs of the main application insofar as they relate to enforcement and the compensation claim, and the costs of the counterapplication. The costs of the condonation application are costs in the cause and are borne by the Municipality and the Taxi Association in accordance with this allocation.

## **Order**

[102] As a result, the following order is made:

1. Condonation is granted for the late filing of the Applicant's replying affidavit. The replying affidavit is admitted as part of the record.
2. The counter-application of the Second Respondent (Kagisano-Molopo Local Municipality) for rescission of the Consent Order made under case number UM50/2017 on 23 November 2017 ("the Consent Order") is dismissed with costs.
3. The Consent Order of 23 November 2017 is declared to be of full force and effect and enforceable in accordance with its terms.
4. The First Respondent (Kagisano Taxi Association), its members, and all persons claiming through or under it, are ordered to vacate the premises upon which the Ganyesa Taxi Rank, Ganyesa, Vryburg District, North West Province is situated as depicted by figures A, B, C, D, E, F and G on Annexure "FA2" to the Founding Affidavit ("the premises") within 60 (sixty) calendar days of service of this order upon the First Respondent.
5. The First Respondent and its members are prohibited from re-entering the premises following vacation thereof.
6. Simultaneously with the service of this order upon the First Respondent, the Second Respondent shall be served with a copy of this order. Within 30 (thirty) calendar days of such service, the Second Respondent shall file with

the Registrar of this Court and serve on the Applicant's attorneys a written report setting out, (a) the steps it has taken or proposes to take to establish an alternative taxi rank facility in or near Ganyesa for the use of the First Respondent and its members; and (b) a proposed timeline for the completion of such alternative facility.

7. The Sheriff of this Court is authorised and directed to evict the First Respondent, its members, and all persons claiming through or under it, from the premises only after, (a) the expiry of the 60 (sixty) day period referred to in paragraph 4 above; and (b) the Second Respondent has filed the report referred to in paragraph 6 above, or the 30 (thirty) day period for filing that report has expired without a report being filed, whichever is the earlier. The filing of a report by the Second Respondent shall not of itself be taken as satisfying the Second Respondent's substantive obligation to establish an alternative taxi rank facility, and the Applicant's right to approach this Court on notice to the Second Respondent for any further relief arising from a deficient or unsatisfactory report is expressly preserved. The Sheriff may obtain the assistance of members of the South African Police Service (North West Province) if necessary.
8. The Fourth Respondent (Tau Rollermeule (Pty) Ltd) and Fifth Respondent (M.M. Nthuthang), together with all persons claiming through or under them, are ordered to vacate the building depicted between figures A and G on Annexure "FA2" within 30 (thirty) calendar days of service of this order, failing which the Sheriff is authorised and directed to remove them and their property from the building forthwith.

9. The Second Respondent is ordered to pay to the Applicant the sum of R930 000 (nine hundred and thirty thousand rand), being agreed compensation for the period 1 January 2023 to 31 July 2025, together with interest thereon at the prescribed legal rate per annum from the date of this judgment to date of final payment.
  
10. The Second Respondent is further ordered to continue paying the agreed compensation of R30 000 (thirty thousand rand) per month commencing 1 August 2025, for each and every month during which it persists in breach of its obligation to afford the Applicant vacant possession of the whole of the premises, until the date upon which vacant possession is actually afforded to the Applicant. For the purposes of this paragraph, the date upon which vacant possession is afforded shall be, (a) the date on which the Sheriff confirms execution of the eviction order in a written return of service; or (b) such earlier date as the First Respondent delivers written notice of voluntary vacation of the whole of the premises to the Applicant's attorneys of record, whichever is the earlier. The Applicant retains the right to approach the Court on notice to the Second Respondent for any variation, supplementation or enforcement of this order.
  
11. The First Respondent is ordered to pay the costs of the main application insofar as they relate to the eviction relief, including the costs of the rule nisi proceedings of 11 July 2025 and the costs of the condonation application attributable to the eviction component, together with the costs counsel.
  
12. The Second Respondent is ordered to pay: (a) the costs of the main application insofar as they relate to the enforcement of the Consent Order, the agreed compensation claim, and the counter-application; (b) such portion of

the general costs of the application (including the rule nisi and condonation) as are attributable to its participation, including the costs of counsel.



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**REDDY J**

**JUDGE OF THE HIGH COURT OF SOUTH AFRICA,  
NORTH WEST HIGH COURT**

**Appearances**

**For the Applicant:** Advocate M.G. Hitge

**Instructed by:** Dr Hardus van der Westhuizen Inc Attorneys, Vryburg (c/o Nienaber & Wissing Attorneys, Mahikeng)

**For the First Respondent:** Mr. Morweng

**Instructed by:** Morweng Attorneys, Mahikeng

**For the Second Respondent:** Adv C.Z. Muza (with Adv B.J. Maboea)

**Instructed by:** Sephecholo Lechuti Lesofe Inc, Mmabatho

**Third to Eighth Respondents:** No appearance

**Sixth Respondent:** No appearance