REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

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

DATE: 26 MAY 2026

[redacted]

In the matters between:

Case no: 30465/2020

TD NHLAPO	**APPLICANT**
and	
ROAD ACCIDENT FUND	**RESPONDENT**

AND

Case no: 7488/2017

DGC SWART	**APPLICANT**
and	
ROAD ACCIDENT FUND	**RESPONDENT**

Delivered: *This judgment was prepared and authored by the Judge whose name is reflected and is handed down electronically by circulation to the parties/their legal representatives by e-mail and by uploading it to the electronic file of this matter on Caselines. The date and for hand-down is deemed to be 26 May 2026.*

Summary: *Civil procedure – interpretation of Rule 30A(1)(a) - application to compel compliance with order "made by a court" – interpretation of nature of order "made by a court" discussed.*
Found: Whilst not limited to only those made the within context of R37A processes, Rule30A(1)(a) applies solely to orders "made by a court" that are procedural and interlocutory in nature

JUDGMENT

K STRYDOM AJ

Introduction

1) Both Applicants seek orders in terms of which the Respondent would be ordered to deliver to them an undertaking in terms of S17(4)(a) of the Road Accident Fund Act, 56 of 1996 ("the Undertakings"). The Respondent ("RAF") has not opposed either application.

2) In both instances, court orders to this effect have already previously, in the main actions, been made: In the case of Mr. Nhlapo, the order was made in May 2025 and, in Mr. Swart's case, in June 2021 (the "Orders").

3) Despite proper service of both orders, the RAF has, to date, failed to comply with the terms of either Order.

4) The usual route following non-compliance with a court order would be to launch applications for contempt of court against the non-compliant party. *In casu* however, that route has not been followed: The Applicants herein are, effectively, requesting that this court 're-order' the RAF to furnish the outstanding Undertakings.

5) In Court, I alerted counsel to the judgment of Davis J in *Nxolo v Road Accident Fund* [1]. Nxolo deals with several unopposed applications for *mandamus* orders in terms of which the RAF would be ordered to deliver to each of those Applicants their previously ordered S17(4)(a) Undertakings.

6) The headnote unequivocally sets out the honourable Judge's finding:

"Practice of plaintiffs to apply for a second order to compel the RAF to furnish an undertaking to pay for future medical and ancillary costs where such an order had already been granted,

[1] *Nxolo v Road Accident Fund* (34757/2014; 60468/2018) [2024] ZAGPPHC 1350 (11 December 2024)

should stop. Such applications are improper. The proper remedy is to apply for orders of contempt of court."

7) The same firm of attorneys involved in some the *Nxolo* applications, also represents the Applicants *in casu*. Undoubtedly therefore *au fait* with the finding in *Nxolo*, the present Applications are framed somewhat differently to those brought in *Nxolo*. Whilst, on Case Lines, the respective sections encompassing the applications as still referred to as "*Mandamus application'*, the present applications are, in fact, brought in terms of Rule 30A(1)(a) of the Uniform Rules.

8) I pause at this juncture to note that, after the present applications were argued, in March of this year (2026), the SCA handed down judgment in the matter *of Newnet Property v Road Accident Fund & Another.*[2] Notably, the SCA paragraph 25, citing the 2008 Constitutional Court matter of *Nyathi*[3] as authority, states that:

"*Our courts have recognised that a mandamus (often in the form of a mandatory interdict or an order for specific performance) is an extraordinary, but often necessary, remedy that may be used by a judgment creditor to compel a public body or state organ to perform a statutory duty, including the payment of a final judgment debt, where no other means can achieve the desired outcome."*

9) I have considered the *Newnet* judgment and have concluded that *Newnet* did not overturn *Nxolo,* as the relevant circumstances and findings of the matters are distinguishable:

   a) It should be appreciated that the Applicant in the Court a quo (*Newnet*), applied for two different types of 'mandamus' orders: (1) orders directing the RAF to make payment of existing orders *ad pecuniam solvendam* and (2) orders in terms of which

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[2] *Newnet Property v Road Accident Fund & Another* (932/2024) [2026] ZASCA 35 (24 March 2026)

[3] *Nyathi v MEC For Department Of Health, Gauteng and Another* 2008 (5) SA 94 (CC); ZACC 8[2008] ZACC 8; ; 2008 (5) SA 94 (CC); 2008 (9) BCLR 865 (CC)

the RAF and/or the CEO of the RAF, were directed to take certain actions/steps (i.e *orders ad factum praestandum)*

b) The applications in casu, as was also the case in Nxolo, relate to the enforcement of orders *ad factum praestandum.* As such, it is beyond the scope of this judgment to comment on the import of the SCA's finding that a mandamus may be granted to enforce payment of judgment debts (*orders ad pecuniam solvendam*.[4]

c) In relation to the second category of orders, it is important to note that the facts in *Newne*t are clearly distinguishable from those in *Nxolo:* Whereas in *Nxolo*, the Applicants sought orders directing the RAF to deliver that which the Courts had already ordered it to deliver, the mandamus relief sought by the Applicants *a quo* in *Newnet* had not previously been granted.

Issue for determination

10) The Applicants' argument, based on the wording of Rule 30A, is succinctly encapsulated in the founding affidavit as follows:

a) *"Rule 30A regulates the compelling of compliance with any rule, notice, request, order or direction."*
b) *"From a reading of the rule it appears as if the Rule provides a means for litigants to ensure compliance by their opponents to comply with all measure of legal steps, and...., a court order is one such step for which compliance can be sought in terms of Rule 30A. "*
c) *"Rule 30A is proper for compelling compliance with an order, and despite contempt of court proceedings also being a competent procedural step available, the challenges that arise therewith favour the use of Rule 30A."*

11) Rule 30A reads as follows:

> 30A. Non-compliance with Rules and Court Orders
> (1) Where a party fails to comply with these rules or with a request made or notice given pursuant thereto, or with an order or direction made by a court or in a judicial case

[4] This is fortuitous as the question of whether or not the SCA's finding in paragraph 25 should be affected by the fact that the pronouncements in Nyathi it has cited as authoritative, are those of the minority,

management process referred to in rule 37A, any other party may notify the defaulting party that he or she intends, after the lapse of 10 days from the date of delivery of such notification, to apply for an order-...

(a) that such rule, notice, request, order or direction be complied with; or

(b) that the claim or defence be struck out."

12) I have underlined as emphasis the portions of the Rule that underscore the Applicants' proposed interpretation of the Rule. If the Applicants' are correct, it would mean that, in addition to contempt proceedings, litigants now have a further arrow in their quivers against those who have a blatant disregard for the authority of the Court: An order in terms of Rule 30A(1)(a) could then be granted, as Counsel in *Nxolo* argued, in the hope *"...that a second "push" would get the RAF to do what it should have done."*

13) Counsel did not provide, nor did my own research yield, any legal precedent in this regard. For instance, in Erasmus' latest (2025) commentary on the Uniform Rules, the following is stated

"*Subrule (1): 'An order or direction made by a court or in a judicial case management process referred to in rule 37A.' In terms of rule 1 'court' means, in relation to civil matters, the High Court as referred to in s 6 of the Superior Courts Act 10 of 2013. The subrule applies to orders and directions made under rule 37A. It does not apply to directions made by a judge in terms of rule 37(8)(c) at or after a pre-trial conference before a judge in chambers under rule 37. It therefore does not apply to a direction in terms of rule 37(8) as contemplated in rule 36(8). This seems to be a lacuna in the subrule."*

14) From the underlined portion of the extract, it would seem as if the "*order made by a court*" for which a compelling application may be brought, only refers to an order made within the context of a R37A judicial case management process.

15) I have however noted that this extract from Erasmus (2025) has the exact same wording as that which was contained in the 2022 version of the commentary. In this regard, it is important to note that in 2022 Rule 30A was amended by the insertion of orders "made

by a court" Prior to 2022, the Rule read: "*Where a party fails to comply with these rules or with a request made or notice given pursuant thereto, or with an order or direction made in a judicial case management process referred to in rule 37A".* It is therefore not clear whether the latest commentary reflects the provisions of the Rule as amended.

16) To the extent that it may be relevant, I have also noted that the relief sought in the various applications in *Nxolo* also related to orders that had been granted prior to 2022.

17) Given the absence of any definitive legal precedent on point, it is therefore necessary to embark on a process of interpreting the Rule itself having regard to the 2022 amendment to ascertain the following:

a) Does the procedure for compelling compliance in terms of Rule 30A(1)(a) only apply to court orders if said orders were made within the context of Rule 37A judicial case management processes?

b) If not, what is the nature of the order "made by a court" to which the procedure would apply?

Applicable principles in interpretation

18) The following extract from *Natal Joint Municipal Pension Fund v Endumeni Municipality*[5] has become synonymous with interpretation:

'Interpretation is the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective not subjective. A sensible meaning is to be preferred to one that leads to insensible or

[5] *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) ("*Éndumeni*") at para 18

unbusinesslike results or undermines the apparent purpose of the document." [Underlining my own]

19) In *CSARS v Daikin Air Conditioning*[6], however, the SCA, clarified the correct approach to follow in the interpretation of statutory instruments, :

"[31] Self-evidently, the legislative process which culminates in an enactment, and the subsequent interpretation of that enactment, are quite different from the preceding negotiations which lead to the conclusion of a contract and the subsequent interpretation of the contract. It is difficult to see how 'commercial sensibility', alluded to by Van der Merwe JA, can play any role in interpreting a statute. And a statute must apply to all equally – its interpretation cannot be dependent on a particular contextual setting, nor can it vary from one factual matrix to the next. Context is fact-specific and can be applied in the interpretation of contracts and like documents, but not of statutes."

"[32] What is required when seeking to ascertain the meaning of legislation is to subject the words used to an engagement, not with speaker meaning, but with the principles and standards that are appropriate to relevant law making exercise and the subsequent exercise of legal interpretation...."

[33]..... In order to ascertain the intention of the lawmaker, one must have regard to the appropriate principles of law-making. In the instance of the contra fiscum rule, absent unambiguous language, the rule will be decisive in favour of the taxpayer in cases of doubt... The words employed in the statute must be the primary enquiry to consider whether they admit of any doubt or ambiguity. If not, effect must be given thereto, unless a glaring absurdity results which the lawmaker could not have contemplated. " [Underlining my own]

20) The "law making exercise" employed in the formulation of the Uniform Rules differs from that used formulating or amending statutes. Section 6(1) of the *Rules Board for Courts of Law Act*, Act 107 of 1985, vests the Rules Board with the power to review the existing rules of court and to, subject to the Minister's approval, make, amend, or repeal, the rules regulating, *inter alia*, "*(a) the practice and procedure of litigation...*" and *"(t) generally any matter which may be necessary to be prescribed for the proper dispatch and functions of the Supreme Court...*"

[6] *CSARS v Daikin Air Conditioning* (185/2017) [2018] ZASCA 66 (25 May 2018)

21) Crucially however, Section 6(1) provides an overall rider to the Rules Board's powers: It must exercise its powers *"...with a view to the efficient, expeditious and uniform administration of justice*."

22) In *Mukaddam v Pioneer Foods (Pty) Ltd*[7] the Constitutional Court explained the rationale for, and purpose of, the Rules:

'[31] ....The Uniform Rules regulate form and process of the high courts....<u>These rules confer procedural rights on litigants</u> and also help in <u>creating certainty in procedures to be followed if relief of a particular kind is sought</u>.

[32] It is important that the rules of courts are used as <u>tools to facilitate</u> access to courts rather than hindering it. Hence rules are made for courts and not that the courts are established for rules. Therefore, <u>the primary function of the rules of courts is the attainment of justice....</u>"

23) In view of the aforementioned legal principles, I am of the view that the interpretive exercise required in casu (i.e to interpret Rule30A(1)(a)) should be as follows:

a) Primary enquiry: Give effect to the meaning of actual wording of the Rule as understood within the ordinary rules of grammar and syntax, unless this would lead to doubt, ambiguity or absurdity.

b) Secondary enquiry: If the meaning of the Rule still remains or becomes doubtful, ambiguous, or absurd, the *"intention of the lawmaker*" (the Rules Board) would be determined, within the context of, at least, the following principles:

   i) The primary purpose of any Rule is to serve as a tool that facilitates the attainment of justice. The Uniform Rules facilitate the attainment the attainment of justice by either providing litigants with certain procedural rights or by creating certainty in procedures to be followed if relief of a particular kind is sought. Any

[7] *Mukaddam v Pioneer Foods (Pty) Ltd and Others* 2013 (5) SA 89 (CC); 2013 (10) BCLR 1135 (CC) (27 June 2013) at para 31

given Rule can only relate to matters regulating procedure[8] and cannot create substantive law in and of itself. [9]

ii) Such procedural regulation, as circumscribed in terms of the provisions of any given Rule, must be effective, expeditious and capable of uniform application.

Primary enquiry: Grammatical and syntactical interpretation

24) To simplify the interpretative exercise, the relevant portion of the Rule can be read as follows:

Where a party fails to comply with these rules or a request on notice pursuant thereto **,** *or with an order or direction made by a court or in a judicial case management process referred to in rule 37A* **,**
an aggrieved party may apply for an order directing compliance with such rule, notice, request, order or direction.

25) In the South African legislative and contractual context, the use of the so-called Oxford comma is employed to indicate separate items in a list of more than three,[10] or to introduce a second category.[11]

26) *In casu,* the two commas (which I have highlighted in bold supra) act as brackets (parenthetical commas). The first comma after "*thereto*" signifies the end of the first type of non-compliant actions (the Rules or notices given in terms thereof) and introduces a second type of non-compliant actions.

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[8] See: Erasmus RS 21, 2023, D1-8B:*" In United Reflective Converters (Pty) Ltd v Levine it was held that the rules made by virtue of s 43(2)(a) of the (now repealed) Supreme Court Act 59 of 1959 can relate only to matters regulating procedure. The same, it is submitted, applies to rules made under s 6 of the Rules Board for Courts of Law Act 107 of 1985"*

[10] See for instance: *CSARS v Daikin Air Conditioning* (185/2017) [2018] ZASCA 66 (25 May 2018) *and Public Servants Association of South Africa and Others v Government Employers Pension Fund and Others* (57703/16) [2019] ZAGPPHC 589 (15 October 2019)

[11] *Public Servants Association of South Africa and Others v Government Employers Pension Fund and Others* (57703/16) [2019] ZAGPPHC 589 (15 October 2019) at para 12

27) The notable absence of the Oxford coma within this second category (i.e the phrase starting with "*or with an order...*" and ending with "*rule 37A*") signifies that it is an independent clause which could stand alone as its own sentence, having its own subject and verb; to wit:

"(1)Where a party fails to comply with an order or direction made by a court or in a judicial case management process referred to in rule 37A, an aggrieved party may

(a)apply for an order directing compliance with such rule, notice, request, order or direction.

28) This second category/ independent clause must, in turn be interpreted within the context of the definitions ascribed to the words "court" and "Judge" in terms of Uniform Rule 1, read with the provisions of Rule 37A:

a) In terms of Rule 1, "court" in relation to civil matters means "*the High Court as referred to in section 6 of the Act*", whereas "judge" means a Judge "*sitting otherwise than in open court*."

b) For its part, Rule 37A(12) lists the orders and directions that a "*case management Judge*" may make in a Rule37A judicial case management process.

c) Within the context of the exact wording so contrasted, the phrase "*or within judicial management process*" in Rule 30A(1) should be understood as relating to an alternative forum, or venue, than "*court*" proceedings. In other words, the "*orders or directions*" can either be made by the trial Judge(s) in court proceedings or by the case management Judge during Rule 37A judicial pre-trial proceedings.

29) If expanded for clarity, the relevant portion of the Rule could for instance read as follows:

"(1) Where a party fails to comply with orders or directions made by a trial Judge(s) in court proceedings ***or*** *made by a case management Judge in a Rule 37A judicial pre trial process..."* [12]

30) Grammatically speaking therefore, orders "*made by a court*" and orders made "*in a judicial case management process referred to in rule 37A"* constitute two separate types of orders for which, in the event of non-compliance, an aggrieved party may seek a compelling order in terms of Rule 30A(1)(a).

31) The aforementioned conclusion is furthermore fortified when one considers that, until 2022, the Rule read as follows:

"30A Non compliance with Rules
"(1) Where a party fails to comply with these rules or a request on notice pursuant thereto ***,*** *or with an order or direction made in a judicial case management process referred to in rule 37A* ***,*** *.."*[13]

32) In 2022, the heading and content of the rule was amended[14] by the insertion of the words " *and Court Orders*" and "*by a court or*" respectively:

"30A Non compliance with Rules <u>and Court Orders</u>

(1)Where a party fails to comply with these rules or a request on notice pursuant thereto, or with an order or direction made <u>by a court</u> ***<u>or</u>*** *in a judicial case management process referred to in rule 37A* ***,*** *..."*

[I have underlined the 2022 insertions]

33) The purposeful placement of the inserted word "or" (underlined and in bold supra) clearly delineates the second category of non-compliant actions into two related, but distinct, sub-categories:

a) Category 2(a): Non-compliance with orders or directions made by a Court

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[12] Such an interpretation also accords with the wording of Rule 41A(1)(a) ("*an application for compliance with such rule, notice, request, order or direction*") where "order" and "direction", given the lack of the Oxford comma after "order" are understood as one compound concept.
[13] See: GN R842 in GG 42497 of 2019-05-31
[14] See: GNR 2133 in G. 46457 of 2022-06-03

b) Category 2(b): Non-compliance with orders or directions made by a Judge during Rule 37A processes.

34) The primary enquiry does however not end here: Having now delineated the existence of two distinct subcategories, the meaning of the words employed must be determined within the distinct context of each subcategory.

35) Within the context of the enquiry *in casu*, the next step would be to determine what the word "order" means within the specific context of subcategory 2(a) acts of non-compliance. As will become evident below, it is at this juncture that ambiguity arises.

The ambiguity of the word "order"

36) In Rule 1 of the Uniform Rules no definition for "order" is provided.

37) Prior to the 2022 amendment, the meaning of the word, for purposes of Rule 30A, was readily ascertained as relating to an order made within the context of Rule 37A processes. In fact, Rule 37A(12) pertinently prescribed the two orders that can be made, namely an order for separation of issues[15] in terms of rule 33(4) or any order as to the costs[16] (within the context of the Rule 37A proceedings). As such, it could be argued that, in a sense, non-compliance with an order made within R37A processes would also amount to non-compliance with the provision of a specific Rule. In general, however, the nature of the orders can be described as decidedly procedural and interlocutory. Post 2022, this has remained unchanged in relation to subcategory 2(b) acts of non-compliance.

38) The same certainty does not however exist when it comes to defining what an 'order' is for purposes of subcategory 2(a) acts of non-compliance. From the discussion *supra*, it is evident that "an order made by a court" subcategory 2(a) is not subject to the same

[15] Uniform Rule 37A(12)(f)
[16] Uniform Rule 37A(12)(h)

limitation (having to have been made within Rule 37A process) that applies to subcategory 2(b).

39) The lack of limitation in the wording employed does not however mean that "order" should now *ipso facto* be interpreted within the broadest sense of the term to mean any order, regardless of the nature (interim, final, procedural, substantive etc) thereof. As the meaning of "order" is not readily ascertainable from the wording itself, the secondary enquiry should be conducted to ascertain what the Rules Board intentions were.

Secondary enquiry: The intention of the Rules Board

40) Roger J, (as he then was) in *CT v MT,* aptly framed the context within which any enquiry into the intent of the Rules Board should be undertaken:

" I remind myself at the outset that the rules of court are concerned with the procedure by which substantive rights are enforced. They do not lay down substantive law"[17]

41) Differently put: an entitlement to the relief sought must exist in substantive law before any of the procedural entitlement afforded in terms of the relevant Rule can even arise. This is perhaps best explained by way of analogy: Rigorous adherence to each and every instruction prescribed by the manufacturer of a hair dryer (the Rule), will not result in a frizz free blow-dry (the relief sought) if the person has no hair (the substantive law upon which the relief is based).

42) For instance: *In casu*, had it not been for the finding in *Nxolo* (supra), the provisions of Rul30A(1)(a) could have informed the Applicants how to go about in to obtain a mandamus order to enforce specific compliance with a final court order, based on the existing substantive law principles and the requirements relating to interdicts.

[17] *CT v MT* 2020 (3) SA 409 (WCC).

43) However, *Nxolo* is, and remains, binding: Applications for a "...*second order to compel the RAF to furnish an undertaking to pay for future medical and ancillary costs where such an order had already been granted..."* are improper.

44) The Applicants i*n casu* cannot rely on the existence of a procedure set out in the Rules to 'reverse engineer' the existence of an entitlement in terms of substantive law to the relief sought. Any interpretation of the rule that would have such a result would be incorrect

45) Furthermore, as the Rules Board's intention must always be assumed to be ensure that the Rules are effective, expeditious and capable of uniform application, any interpretation of a Rule that would have the opposite result would therefore be incorrect.

46) In this regard, the following *dicta*, taken from *Nxolo,* is equally dispositive of the Applicants' proposed interpretation of the Rule in casu:

"[10]....it would be improper for a Court to grant a second order, ordering exactly the same as what had already been ordered in a first order regarding the furnishing of an undertaking. Not only would that be a duplication of orders, it would be tantamount to granting meaningless orders. There is no sense in the Court saying, or ordering the same thing twice. In fact, if a court does so, then it undermines the validity and the value of its own initial orders."

Finding

47) In view of the aforementioned, I have no reservations in finding that the Applicants' proposed interpretation does not correctly reflect the intention of the Rules Board.

48) I am however hesitant to make any conclusive finding as to what correct interpretation would then be; especially in relation to what constitutes an "order" for purposes of subcategory 2(a) acts of non-compliance.

49) Strictly speaking, given my finding on the merits of the Applicants' case as framed by them, such a further analysis is neither called for, nor necessary to make a final

determination in relation to the present applications. However, in order to contextualise the extent and impact of my finding *in casu*, the following observations are made:

a) The orders of Court in terms of which applications to compel compliance in terms of Rule 30A(1)(a) may be brought are not restricted to only those granted in in the context of R37A judicial case management proceedings.

b) However, such compelling applications can only be brought in respect of orders of Court that are procedural in nature and were made in order to facilitate the process that will finally result in the attainment of relief to which a litigant is entitled to in terms of substantive law. The following extract from the footnote to the Rule in Erasmus provides a useful distinction between procedural and substantive law :

"*In Universal City Studios Inc v Network Video (Pty) Ltd 1986 (2) SA 734 (A) Corbett JA pointed out (at 754H–J) that 'the dividing line between substantive and adjectival law is not always an easy one to draw', and approved of the definition of the distinction given in the 11th edition of Salmond's Jurisprudence 504 to the effect that '[s]ubstantive law is concerned with the ends which the administration of justice seeks; procedural law deals with the means and instruments by which those ends are to be attained'*.

c) I am of the view that the aforementioned conclusion (b) is further underscored by the placement of the 2022 insertion of "*orders made by a court*" as a subcategory (as opposed to a standalone third category). The amendment must, from a grammatical viewpoint, be regarded as purposeful. To my mind, the import hereof is the orders "*made by a court*" and those made by "*Judge in a Rule 37A judicial pre trial process*", were intentionally grouped together as a second distinct class of non-compliant actions, based on similarity of nature and/or effect. To this extent, the interpretation of each (as a subcategory) must be done within the overall context of the category collectively. The nature and/or effect of the orders "*made by a court*"

must therefore have some relation to the nature and/or effect of those made by "*Judge in a Rule 37A judicial pre trial process";* which are, as indicated *supra*, distinctly procedural and interlocutory of nature.

Order

50) As a result, the following orders are made:

a) In re: TD Nhlapo v Road Accident Fund (Case no: 30465/2020)

1. The application is dismissed

b) In re: DGC Swart v RAF (Case no: 7488/2017)

1. The Application is dismissed

K STRYDOM

ACTING JUDGE OF THE HIGH COURT, GAUTENG DIVISION, PRETORIA

Date reserved: 27 March 2026
Date handed down: 26 May 2025

APPEARANCES:

FOR THE APPLICANTS:
Adv L Keijser, instructed by Gert Nel attorneys

FOR THE RESPONDENTS:
No appearance