THE HIGH COURT OF SOUTH AFRICA
NORTHERN CAPE DIVISION, KIMBERLEY

Reportable/**Not Reportable**

Case no: **# 2026 - 155421**

In the matter between:

THE SPAR GROUP LIMITED	Applicant

and

VELVETCREAM 7 (PTY) LTD (IN BUSINESS RESCUE)	First Respondent
PIETER HENDRIK STRYDOM N.O.	Second Respondent
GRANT CHITTENDEN N.O.	Third Respondent
GHF SUPERMARKET EN DRANKWINKEL CC (IN BUSINESS RESCUE)	Fourth Respondent
DEON MARIUS BOTHA N.O.	Fifth Respondent
GOLDEN GOOSE SUPERMARKET BLOEMHOF CC	Sixth Respondent

Neutral citation: The Spar Group Limited v Velvetcream 7 (Pty) Ltd (in business rescue) & 5 Others (29 July 2026)

Coram: Mamosebo J.

Heard: 24 July 2026.

Delivered: 29 July 2026.

Summary: urgent application – interdictory relief – Part A of the application – applicant seeks leave to bring this application as required by s 133(1)(b) of the Companies Act 71 of 1978 to litigate amidst business rescue proceedings – preservation of the status quo pending the determination of rights in Part B. Whether the application is urgent – Whether the requirements of an interdict are met – Whether applicant perfected its security over the company's movable assets pursuant to the perfection order.

ORDER

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1. The forms, service and time periods provided for in the Uniform Rules of Court are dispensed with and the applicant's non-compliance therewith is condoned, and the matter is heard as one of urgency in terms of Rule 6(12

2. The applicant is granted leave to bring this application as required by section 133(1)(b) of the Companies Act 71 of 2008.

3. The second, third and fifth respondents are directed to notify all affected parties in the business rescue of the first respondent of this application and order.

4. Pending the determination of Part B of this application, the second and third responde

   4.1 concluding any sale of the first respondent's business, comprising its movable property, corporeal and incorporeal (including the goodwill attaching to the business), without the prior written consent of the applicant;

4.2 concluding any sale of the first respondent's movable property, corporeal and incorporeal (including the goodwill) over which the applicant has possession, without the prior written consent of the applicant.

4.3 The Business Rescue Practitioners are restrained from publishing or implementing a business rescue plan that treats the applicant's secured status as finally determined contrary to the outcome of Part B.

4.4 distributing any proceeds derived from the disposal of assets alleged by the applicant to be subject to its perfected security, pending determi

5. That the respondents are ordered to pay the costs of this application jointly and severally, the one paying the other to be absolved, such costs to include co

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JUDGMENT

MAMOSEBO J

[1] This is Part A of the application brought on an urgent basis in which the applicant seeks interdictory relief intended to maintain the status quo pending the outcome of the relief sought in Part B of the notice of motion.

[2] Essentially, the applicant seeks an order (i) granting it leave to bring this application as required in s 133(1)(b) of the Companies Act[1]; (ii) directing the second, third and fifth respondents to notify all parties in

[1] 71 of 2008

the business rescue of the first respondent of this application and order; (iii) that pending the determination of Part B of this application, the second and third respondents as joint business rescue practitioners (BRP's) of the first respondent are interdicted and restrained from: (i) concluding any sale of the first respondent's business comprising its movable property, corporeal and incorporeal (including the goodwill attaching to the business), without the prior written consent of the applicant; (ii) concluding any sale of the first respondent's movable property, corporeal and incorporeal (including the goodwill) over which the applicant has possession, without the prior written consent of the applicant; (iii) distributing any proceeds from any sale of the first respondent's business or from publishing a business rescue plan which deals with those proceeds in a manner that does not recognise the applicant as a secured creditor in respect of those proceeds; and (iv) distributing any proceeds from any sale of the first respondent's movable assets, corporeal and incorporeal, over which the applicant has taken possession, or from publishing a business rescue plan which deals with those proceeds in a manner that does not recognise the applicant as a secured creditor in respect of those proceeds. The application is opposed.

Urgency

[3] In amplification for urgency and relying on Rule 6(12)(b) of the Uniform Rules of Court, it is trite that an applicant must set out explicitly the circumstances rendering the matter urgent and the reasons why it cannot obtain substantial redress at a hearing in due course. Mr Van Niekerk submitted that urgency is determined by the imminence and extent of the prejudice that will be suffered if the relief is withheld

and not by the nature of the right asserted. Counsel also relied on the trite principle that commercial prejudice itself may justify urgent relief[2].

[4] Mr Van Niekerk, for the applicant, furnished the following chronology to substantiate urgency. On 21 April 2026 the sixth respondent made a written offer to purchase the first respondent's business and the immovable property from which the business is being operated. The applicant became aware of the offer and the contemplated sale. The BRP's confirmed by 24 June 2026 that they had engaged with the prospective purchaser and had instructed their attorneys to prepare a draft offer for incorporation into the proposed business rescue plan. The applicant demanded confirmation that its perfected security would be recognised and that no sale of the first respondent's business would proceed without the applicant's prior consent in terms of s 134(3) of the Companies Act. The BRP's refused to furnish the requested confirmation. The urgency crystallised at the stage when the proposed transaction was being advanced on a premise that according to the applicant was inconsistent with the statutory protection asserted in s 134(3).

[5] The contention made by the respondents is that the application lacks urgency based on two reasons, first, that the applicant enjoys a "*swing voting interest*" and may vote against any proposed business rescue plan; and no sale can occur except pursuant to an adopted business rescue plan. The applicant maintains that both these contentions do not address the safeguard afforded the applicant by s 134(3).

[6] The parties do not seem to agree on whether "an offer" to purchase the business is enough to trigger urgency. The parties, however, seem to

[2] Van Loggenberg: Erasmus, Superior Court Practice, 3rd Edition: (Vol 1) Revision Service 8, 2nd Edition: (Vol 2) Revision Service 30, (Vol 2) Revision Service 31, (Vol 3) Revision Service 29, (Vol3A) Revision Service 29at 6-52

agree that their dispute has crystallised into two issues, namely, (a) whether the applicant has perfected its security over the company's movable property pursuant to the perfection order; and (b) whether the goodwill attaching to the company's business forms part of the perfected security. It is necessary to indicate that the relief the applicant seeks in Part A is not the determination of its perfected security, that is a matter for Part B. Part A only seeks to preserve the status quo.

Notarial bonds

[7] Applicant is a wholesale supplier of goods through a network of independently owned and operated retail stores which trade under the SPAR brand. The respondent is one of the retailers trading as SPAR & TOPS Schweizer. The first respondent applied for credit facilities in respect of Schweizer stores, which applications were accepted. Applicant opened stock accounts and supplied goods to the first respondent on credit. To secure the first respondent's indebtedness to the applicant, the first respondent executed and registered in favour of the applicant four General Notarial Covering Bonds **B[...], B[...], B[...]** and **B[...].** The terms of the bonds are materially the same. The bonds hypothecate all the first respondent's movable property to mean corporeal and incorporeal movable property of every description wheresoever same may be situate.

Perfection order

[8] Pursuant to the first respondent breaching the standard terms as read together with the bonds, applicant obtained the interim perfection order on 18 February 2026 which authorised the applicant for purposes of perfecting its security in terms of the bonds, to enter upon the first

respondent's premises, take possession of and retain all of the first respondent's movable property, corporeal and incorporeal and to sell, dispose of and realise the movable property. The perfection order was made final on 20 March 2026. The perfection order was granted against three related entities, namely, (a) the first respondent, (b) Geolaine (Pty) Ltd and (c) Rustyrose 42 (Pty) Ltd. The applicant perfected its security on all three properties and took possession of all three properties on the same day.

<u>Sheriff's execution of the order</u>

[9] The sheriff executed the perfection order on 19 February 2026. When serving the order upon the first respondent, the sheriff secured the premises and handed the keys to the first respondent's store to the applicant's representative, Mr Gareth Rush. Applicant has since 19 February 2026 been in possession of the movable property and has operated the Schweizer stores in the name of the first respondent in terms of the perfection order.

[10] A general proposition was contended by the respondents in their answering affidavit that an unperfected general notarial bond confers only a personal right, which becomes a real right upon lawful perfection by possession. The applicant contends that it perfected its security pursuant to the interim order granted on 18 February 2026, which was executed by the sheriff on 19 February 2026 by securing the premises, handing the keys to the applicant's representative and placing the applicant in possession of the business assets. See *Contract Forwarding (Pty) Ltd v Chesterfin (Pty) Ltd and Others*[3].

[11] The BRP's deny that the goodwill of the first respondent business forms part of the secure right as it is not covered by the general notarial bonds,

[3] 2003 (2) SA 253 (SCA) paras 4, 6, 10 and 14

the dispute regarding the goodwill is not a matter to be determined in Part A of the application. The BRP's are not only challenging the applicant's perfection of its security but also whether the consent in terms of s 134 of the Companies Act is required before disposing of that security.

[12] As of 16 February 2026 the amount due to the applicant was R12,354,039.52 which amount excluded the obligations owed by the first respondent in terms of cross-suretyships to a further total of R23,708,582.80 bringing the first respondent's total indebtedness to an amount of R36,062,622.32. It is only after the applicant had taken possession of the first respondent's movable property that the first respondent resolved to place itself under voluntary business rescue which commenced on 03 March 2026. It is for these reasons that the applicant argued that because it has a secured interest it must be notified and its consent must be sought. According to the applicant being a secured creditor meets the first requirement of a right to be protected when seeking interdictory relief. Without discussing these disputes finally, the applicant has demonstrated a prima facie right.

Reasonable apprehension of irreparable harm

[13] In as far as the requirement of a reasonable apprehension of harm is concerned, the applicant sought an unequivocal written undertaking by 22 June 2026 which was not forthcoming. Instead, the BRP's recorded in a letter that applicant does not have security other than movable assets that have been perfected and that goodwill is not covered by the notarial bond. It was submitted on behalf of the applicant that had the BRP's provided the undertaking as requested the applicant would not have approached this Court on an urgent basis.

[14] The apprehension of harm, as argued by applicant's counsel, is made real by the offer to the prospective purchaser without the applicant's consent as contemplated in s 134(3) and that the BRP's are intent on disregarding the protection as afforded to the applicant by s 134(3) by implementing the sale unless constrained by the Court. Should the respondents proceed with the sale the applicant stands to suffer irreparable harm that cannot be remedied by an award of damages. There are also ongoing negotiations by the BRP's looking to seal what they would purport to be an acceptable offer to them. Should the BRP's further be permitted to conclude the sale and distribute or account for the proceeds without the applicant's consent, the applicant's security will be defeated, and the proceeds will be dissipated. The scheduled date of publishing the business rescue plan is 31 July 2026. It was contended on behalf of the applicant that once the business plan is formulated and presented the prejudice to be suffered by the applicant cannot be adequately remedied by an award of damages or by the applicant's subsequent voting right. The purpose of Part A as argued by the applicant is to assert its statutory protection pending the hearing in Part B of the application.

[15] It was contended on behalf of the respondents, within the ambit of reasonable apprehension, that the applicant's rights will only be affected or there will be a reasonable apprehension only if the BRP's have received an offer to purchase the company's assets over which the applicant holds security and have intimated that they will accept the offer without recognising the applicant's right of security over the assets; and having recognised the applicant's rights of security failed to obtain the applicant's written consent. The respondents deny the existence of such reasonable apprehension. To bolster the respondents' argument, Mr Zietsman SC, for the first to third respondents,

quoted from paras 6 and 7 of a letter from the second respondent to the applicant's attorneys dated 26 June 2026 (FA22) where the following is recorded:

> '6. We are currently in negotiations with a prospective buyer of Velvetcream's business, as well as the property from where the business is conducted.
>
> 7. This sale will include the movable assets, both corporeal and incorporeal, and as and when we have an offer that is acceptable to ourselves, we will be in contact with your client. Such offer will by default need to be included in the proposed business rescue plan and be voted on by creditors, including yourselves before being adopted.'

The respondents deny the existence of any reasonable apprehension of harm and contend that the applicant has failed to disclose factual grounds from which such reasonable apprehension may be deduced.

<u>Balance of convenience</u>

[16] The applicant made the submission that the balance of convenience favoured the granting of interdictory relief emphasising that it is not seeking to prevent the sale of the first respondent but rather that the BRP's obtain its consent as contemplated in s 134(3) of the Act. The applicant maintains that it has an interest in the sale proceeding and will not unreasonably withhold its consent. If the interim relief is refused and the applicant succeeds in Part B of the hearing, its statutory protection in terms of s 134(3) would have been materially compromised by the formulation and presentation of the business rescue plan when the stance of the applicant is that it is unlawful. Conversely, if the interim relief is granted and the respondents succeed in Part B, the only consequence is that the status quo would have been preserved pending the determination of the parties' rights and no prejudice would have been suffered.

<u>No alternative remedy</u>

[17] The last requirement pertains to the absence of any other satisfactory remedy. A contention by the respondents is that the applicant has voting rights under Chapter 6 of the Companies Act which constitutes adequate alternative remedy. They went further to even claim that the applicant's vote is a "swing vote". However, the respondents' counsel conceded in oral argument, that Mr Van Niekerk was correct in his submission that the swing vote argument had no factual basis. The BRP's did not provide evidence that the applicant in fact holds a 75% or greater voting interest.

[18] Section 134 of the Companies Act deals with the protection of company interests and subsection 3 thereof stipulates that:

> '(3) If, during a company's business rescue proceedings, the company wishes to dispose of any property over which another person has any security or title interest, the company must-
>
> (a) obtain the prior consent of that other person, unless the proceeds of the disposal would be sufficient to fully discharge the indebtedness protected by that person's security or title interest; and
>
> (b) promptly-
>
> (i) pay to that other person the sale proceeds attributable to that property up to the amount of the company's indebtedness to that other person; or
>
> (ii) provide security for the amount of those proceeds, to the reasonable satisfaction of that other person.'

[19] Mr Zietsman submitted that the applicant has not demonstrated that the application was urgent. Counsel further submitted that the onus was on the applicant to satisfy all the four requirements to succeed in obtaining the interim interdict. The respondents dispute the issue of security mainly relying on the wording of s 134(3) of the Companies Act.

According to Mr Zietsman, the words '*to dispose of*' must be afforded their ordinary grammatical meaning. This submission was countered by Mr Van Niekerk maintaining that the actual disposal is not the test as the phrase starts by stating *'if the company wishes to dispose…' 'it must obtain the prior consent...'*.

[20] The aforementioned arguments boil down to the interpretation of s 134(3). It is trite that when interpreting documents the correct approach was espoused in *Natal Joint Municipal Pension Fund v Endumeni Municipality*[4]where the Court held:

'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 unbusinesslike results or undermines the apparent purpose of the document.'

[21] The Supreme Court of Appeal in *Diener N.O v Minister of Justice and Others*[5] expounded:

'From the sections of ch 6 that deal with security, it is apparent that security is treated in the same way as it is in the law more generally. There is, in other words, no indication that, in business rescue proceedings, security is to be diluted or undermined in any way. For instance, s 134(3) provides that if a company wishes, during business rescue proceedings, to dispose of property that is held as security by

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[4] 2012 (4) SA 593 (SCA) para 18
[5] 2018 (2) SA 399 (SCA) para 44

another person, it may only do so with that person's prior consent, unless the proceeds of the disposal 'would be sufficient to fully discharge the indebtedness protected by that person's security'; and then the company must pay the person promptly up to the company's indebtedness to him or her, or provide satisfactory security for that amount. This is consistent with what was held in *Energydrive Systems (Pty) Ltd v Tin Can Man (Pty) Ltd and Others*, namely that the 'purpose and context' of business rescue 'are not aimed at the destruction of the rights of a secured creditor'.'

Also see *National Union of Metalworkers of SA and Others v VR Laser Services (Pty) Ltd and Others* [2020] 2 All SA 536 (GJ) paras 36 and 37.

[22] I emphasise that nothing in this judgment constitutes a final determination of whether the applicant's perfected security extends to all the movable assets of the first respondent, whether goodwill forms part of that security, or the ultimate extent of the applicant's rights under s 134(3) of the Companies Act. Those issues are reserved for determination in Part B. The present enquiry is confined to whether the applicant has established the requirements for interim relief pending the determination of those issues.

[23] The ordinary rules of grammar and syntax, in my view, postulates a meaning in the phrase that when the company "wishes to dispose" and has not literally disposed of the property but is still wishing to do so "it must seek the prior consent" of the other party. The legislature deliberately used prospective language. The obligation to obtain consent arises before disposal takes place and not only after a binding sale has been concluded.

[24] I am not persuaded, for purposes of this interim application, that s 134(3) should be interpreted as requiring an application to await actual transfer of the property before seeking protection. Such an interpretation may undermine the prior-consent protection which the subsection

appears designed to afford. The safeguard relates to the security or title interest held by another and settling the indebtedness related thereto in full in a business rescue scenario. What is disturbing is the repeated emphasis by the respondent of questioning whether the applicant is a secured creditor. The quoted paragraphs 6 and 7 of FA22 at para 15 (above) clearly do not prioritize the objective of seeking consent. What is further significant is that once the plan is adopted and implemented, its implementation will permanently and irreversibly limit the applicant's ability to enforce its pre-commencement security beyond what is provided for in the plan. The risk of the applicant's security being irremediably dissipated is not farfetched.

[25] Of significance is that the respondents in their answering affidavit, which spans about ten pages, only says the following at para 24 pertaining to the requirements for an interdict without advancing any facts, evidence or argument to substantiate this superficial statement:

> 'That which has been stated herein above, additionally, has as its effect that the applicant's case does not bear judicial muster or scrutiny insofar as it relates to the elements of a "well-grounded apprehension of irreparable harm", "balance of convenience" and "no alternative remedy"'.

[26] The respondents also contended that in order for the applicant to rely upon its claim as a secured creditor against the first respondent, it must submit a written claim to the appointed business rescue practitioners. In the applicant's initial claim, it did not expressly state that the bonds had been perfected and did not attach the court orders of 18 February 2026 and 20 March 2026. It is not discernible how the respondents can raise this issue in the answering affidavit when it is clear in the correspondence between the parties, more particularly, the email from the third respondent on 09 June 2026 (annexure FA10); paras 7 and 9 of FA14 dated 17 June 2026; the last paragraph of FA 15 dated 17 June

2026; paras 3 and 4 of FA 16 dated 18 June 2026 and para 3 of FA 18 dated 23 June 2026 show that the respondents knew that the applicant was a secured creditor and the only dispute pertained to the extent of that security and whether it includes the goodwill. To now claim that the applicant's status is questionable because on the initial claim it omitted to attach the court order is untenable. The second and third respondents were, in my view, aware that the applicant was a secured creditor as can be gleaned from the correspondence. This I refer to for purposes of this interim relief and without determining whether goodwill ultimately forms part of the applicant's security.

[27] The respondents have not dealt fully with all averments contained in the applicant's founding affidavit but have merely alleged in a generalised fashion stated that in as far as any allegation contained in the applicant's founding affidavit, such an answered allegation must be deemed to be denied. The law is settled when it comes to dispute of fact. In *Wightman t/a JW Construction v Headfour (Pty) Ltd and Another*[6] the court elucidated:

> 'A real, genuine and bona fide dispute of fact can exist only where the court is satisfied that the party who purports to raise the dispute has in his affidavit seriously and unambiguously addressed the fact said to be disputed. There will of course be instances where a bare denial meets the requirement because there is no other way open to the disputing party and nothing more can therefore be expected of him. But even that may not be sufficient if the fact averred lies purely within the knowledge of the averring party and no basis is laid for disputing the veracity or accuracy of the averment. When the facts averred are such that the disputing party must necessarily possess knowledge of them and be able to provide an answer (or countervailing evidence) if they be not true or accurate but, instead of doing so, rests his case on a bare or ambiguous denial the court will generally have difficulty in finding that the test is satisfied. I say 'generally' because factual averments seldom stand apart from a

[6] 2008 (3) SA 371 (SCA) para 13

broader matrix of circumstances all of which needs to be borne in mind when arriving at a decision. A litigant may not necessarily recognise or understand the nuances of a bare or general denial as against a real attempt to grapple with all relevant factual allegations made by the other party. But when he signs the answering affidavit, he commits himself to its contents, inadequate as they may be, and will only in exceptional circumstances be permitted to disavow them. *There is thus a serious duty imposed upon a legal adviser who settles an answering affidavit to ascertain and engage with facts which his client disputes and to reflect such disputes fully and accurately in the answering affidavit. If that does not happen it should come as no surprise that the court takes a robust view of the matter.*' (own emphasis)

To the extent that the respondents have failed to properly engage with material factual allegations, this Court is entitled to adopt a robust approach in assessing whether applicant has established the requirements for interim relief.

Leave under s 133(1)(b) of the Companies Act 71 of 2008

[28] Section 133(1) of the Companies Act places a general moratorium on legal proceedings against a company during business rescue proceedings except with the written consent of the business rescue practitioner or with the leave of the court. As stated hereinbefore, after the applicant took possession of the first respondent the first respondent went into voluntary business rescue a few days thereafter, appointing the second and third respondents as its business rescue practitioners. The applicant is seeking leave of this Court in terms of s 133(1)(b) of the Companies Act. The respondents have not opposed the granting of leave to institute and to continue with the proceedings. The applicant asked that the prayer be granted.

[29] The present proceedings are directed at determining the extent and protection of rights allegedly enjoyed by the applicant as a secured

creditor. The relief sought does not undermine the business rescue process but seeks judicial determination of issues which have become contentious. In those circumstances it is appropriate to grant leave in terms of s 133(1)(b).

[30] I am satisfied that the applicant has set out explicitly the circumstances rendering Part A of its application urgent and that it will not be afforded substantial redress at a hearing in due course. I am further persuaded that the applicant is only seeking to preserve the status quo pending the determination in Part B. For purposes of Part A, and without finally determining the issues reserved for Part B, the applicant has established a prima facie right, though open to some doubt, arising from the perfected notarial bonds, the perfection order and its alleged possession pursuant thereto.

[31] Intrinsically, there is a reasonable apprehension of irreparable harm should the interim relief not be granted, and the balance of convenience favours the granting of such relief. The argument concerning the alleged 'swing vote' was misplaced, as correctly conceded by counsel for the respondents. In the circumstances, the applicant has demonstrated the absence of an adequate alternative remedy. The argument about the ‘swing vote’ was misplaced as correctly conceded by the respondents’ counsel. I am further persuaded that the applicant is only seeking to preserve the status quo pending the determination in Part B.

[32] The inclusion of goodwill in the interim relief should not be construed as a finding that goodwill forms part of the applicant’s perfected security but merely as a preservation measure pending determination of the issue in Part B.

[33] I am left with the question of costs. There is no reason why costs should not follow the result.

[34] In the result, the following order is made:

1. The forms, service and time periods provided for in the Uniform Rules of Court are dispensed with and the applicant's non-compliance therewith is condoned, and the matter is heard as one of urgency in terms of Rule 6(12).

2. The applicant is granted leave to bring this application as required by section 133(1)(b) of the Companies Act 71 of 2008.

3. The second, third and fifth respondents are directed to notify all affected parties in the business rescue of the first respondent of this application and order.

4. Pending the determination of Part B of this application, the second and third respondents, in their capacities as joint business rescue practitioners of the first respondent, are interdicted and restrained from:

   4.1 concluding any sale of the first respondent's business, comprising its movable property, corporeal and incorporeal (including the goodwill attaching to the business), without the prior written consent of the applicant;

   4.2 concluding any sale of the first respondent's movable property, corporeal and incorporeal (including the goodwill) over which the applicant has possession, without the prior written consent of the applicant.

   4.3 The Business Rescue Practitioners are restrained from publishing or implementing a business rescue plan that treats the applicant's secured status as finally determined contrary to the outcome of Part B.

4.4 distributing any proceeds derived from the disposal of assets alleged by the applicant to be subject to its perfected security, pending determination of Part B, save by agreement or further order of court.

5. That the first to third respondents are ordered to pay the costs of this application jointly and severally, the one paying the other to be absolved, such costs to include costs of counsel to be taxed on scale C.

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MC MAMOSEBO
JUDGE OF THE HIGH COURT
NORTHERN CAPE DIVISION

Appearances

For the Applicant:	Adv D Van Niekerk
Instructed by:	Cliffe Dekker Hofmeyr Inc c/o Duncan & Rothman Inc
For the First to Third Respondents:	Adv. PJJ Zietsman SC
Instructed by:	Strydom & Bredenkamp Inc c/o Van de Wall Attorneys