



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

Not reportable

Case no: 2026-179771

In the matter between:

**JACOBUS CORNELIUS VISAGIE
LINDA VISAGIE
KALAHARI KAYA SAFARIS (PTY) LTD**

and

**FIRST APPLICANT
SECOND APPLICANT
THIRD APPLICANT**

**THE OFFICE MANAGER, DEPARTMENT
OF ECONOMIC DEVELOPMENT,
ENVIRONMENT, CONSERVATION
AND TOURISM, VRYBURG OFFICE,
NORTH WEST**

FIRST RESPONDENT

**THE MEMBER OF THE EXECUTIVE
COUNCIL FOR ECONOMIC
DEVELOPMENT, ENVIRONMENT,
CONSERVATION AND TOURISM,
NORTH WEST**

SECOND RESPONDENT

MARIBA LAND DEVELOPMENT TRUST**THIRD RESPONDENT**

Coram: Wessels AJ

Heard: 4 August 2026

Delivered: This judgment was handed down electronically, circulated to the parties' representatives via email, uploaded to CaseLines, and released to SAFLII. The date and time for the handing down of the judgment are deemed to be 16h00 on 24 August 2026.

Summary: Practice – Urgent applications – Self-created urgency – Financial prejudice alone insufficient – Application struck from the roll for want of urgency.

JUDGMENT

Wessels AJ

Introduction

[1] This is an urgent application brought by Jacobus Cornelius Visagie ('Mr Visagie'), Linda Visagie and Kalahari Kaya Safaris (Pty) Ltd against the Office Manager, Department of Economic Development, Environment, Conservation and Tourism, Vryburg Office, the Member of the Executive Council for the same portfolio, and Mariba Land Development Trust. I will refer to the applicants collectively as 'the applicants', to the first and second respondents collectively as 'the Department', and to the third respondent as 'the Trust'.

[2] The applicants seek, in Part A, interim relief pending the final determination of Part B of this application. In terms of Part B, the applicants apply to review and set aside the Department's alleged refusal to receive, process, consider or determine the applicants' applications for hunting permits.

[3] The Department raises several objections, mainly arguing that the application lacks urgency. I will now address this point.

Background

[4] Mr Visagie and the Trust concluded a written lease agreement on 1 January 2021, in terms of which the applicants conducted hunting operations on land leased from the Trust ('the property'). During the currency of the lease, the applicants were issued the requisite hunting permits annually. Those permits expired in July 2026.

[5] On 19 August 2025 the Trust gave Mr Visagie written notice terminating the lease. The applicants responded on 15 September 2025, proposing a new lease with the Trust's newly appointed trustees. On 27 October 2025 the Trust advised that it would not conclude a new lease. From that date the applicants knew that their continued occupation, and their entitlement to hunt on the property, was disputed.

[6] =It is common cause that the Trust advised the applicants that it would not conclude a new lease with them. On 1 May 2026 the North West Hunting Regulations, 2026, came into operation ('the Regulations').¹ Regulation 6(5) of

¹Regulation 6(5), North West Hunting and Hunting Permit Fee Regulations for Identified Non-Exempted Game and Bird Species on Private, State and Community Owned Land in the North West Province, published in terms of Provincial Notice 1401 of 2026, Provincial Gazette Extraordinary 8995 of 4 May 2026 which by regulation 17(1) came into effect on 1 May 2026.

the Regulations provides that, where an applicant is a lessee, a certified copy of the written consent from the landowner giving consent to hunt for the current hunting season must be submitted. Although the merits of Part B is not before me, it is necessary to touch on the aspect of the consent by the landowner insofar as it impacts on the urgency of this application. The written consent on which the applicants relied in their permit applications is dated 18 January 2021, a consent dating back more than four years before the Trust repudiated the lease, and more than five years before the Regulations came into force. To that extent, a consent of the kind envisaged by regulation 6(5), one reflecting the landowner's present agreement to the current season's hunting, could hardly still have existed on the applicants' own version. On any interpretation, the consent dated 18 January 2021 has been overtaken by the Trust's repudiation. What matters for the purpose of Part A is that the applicants knew, well before they took any step, that they faced precisely this difficulty.

[7] The applicants submitted six permit applications electronically on 20 July 2026, almost nine months after the Trust had made its position on the termination of the lease clear and almost three months after the Regulations came into operation.

[8] On 21 July 2026, the Department requested further information after receiving correspondence from the Trust disputing the validity of the lease relied upon. The applicants responded on 22 July 2026. The Department's electronic permitting system reflected the applications as 'Pending Information' throughout. The applicants launched this application on 28 July 2026, having demanded an undertaking from the Department by 24 July 2026, failing which they threatened urgent litigation.

Urgency

[9] Rule 6(12)(a) permits an applicant to approach a court on an abridged time frame. Rule 6(12)(b) requires the applicant to set forth explicitly the circumstances which he avers render the matter urgent and the reasons why he claims that he could not be afforded substantial redress at a hearing in due course.

[10] Urgency is a matter of degree. In *Luna Meubelvervaardigers (Edms) Bpk v Makin and Another*,² the court explained that the degree of relaxation should not exceed the exigency of the case. It must be commensurate therewith. Mere lip service to the requirements of Rule 6(12)(b) will not do and an applicant must make out a case in the founding affidavit to justify the particular extent of the departure from the norm.³

[11] The primary enquiry, as explained in *Mogalakwena Local Municipality v Provincial Executive Council, Limpopo and Others*,⁴ is

‘...whether the applicant will be afforded substantial redress at a hearing in due course. If the applicant cannot establish prejudice in this sense, the application cannot be urgent.’

Once such prejudice is established, other factors come into consideration. These factors include (but are not limited to): whether the respondents can adequately present their cases in the time available between notice of the application to them and the actual hearing, other prejudice to the respondents and the administration of justice, the strength of the case made by the applicant

² *Luna Meubelvervaardigers (Edms) Bpk v Makin and Another* (t/a Makin's Furniture Manufacturers) [1977] 2 All SA 156 (W); 1977 (4) SA 135 (W) at 157.

³ *Luna Meubelvervaardigers (Edms) Bpk v Makin and Another* (t/a Makin's Furniture Manufacturers) [1977] 2 All SA 156 (W); 1977 (4) SA 135 (W) at 158.

⁴ *Mogalakwena Local Municipality v Provincial Executive Council, Limpopo and Others* [2014] 4 All SA 67 (GP) para 64 (at 84).

and any delay by the applicant in asserting its rights. This last factor is often called, usually by Counsel acting for respondents, self-created urgency'

[12] An applicant who has created the very urgency of which it complains cannot invoke this Court's urgent jurisdiction to escape the consequences of its own delay. The applicants knew from 27 October 2025 that the Trust disputed the lease. They allowed almost nine months to pass before submitting fresh permit applications and did so only as their existing permits were expiring. They then allowed four days to elapse, from 20 to 24 July 2026, before demanding an undertaking, and a further four days before launching urgent proceedings. This is a self-created urgency.

[13] The applicants' position was, if anything, more pressing after 1 May 2026, once the Regulations required a lessee to hold the landowner's written consent to hunt for the current season. The applicants were, on their own version, confronted from that date with a consent that could hardly still have been effective, given the Trust's repudiation of the lease six months before. The applicants were aware from 1 May 2026 that the regulatory scheme had changed in a manner that goes to the heart of their ability to obtain the permits they required. They nonetheless allowed a further two and a half months to pass before submitting fresh applications on 20 July 2026. This also indicates the urgency the applicants created.

[14] The prejudice relied upon is the inability to continue commercial hunting operations pending determination of the permit applications. This is financial prejudice, capable of remedy by an ordinary claim in due course. It does not, on its own, found urgency. I am not satisfied that the applicants have shown a well-grounded apprehension that they cannot obtain substantial redress at a hearing in due course.

Conclusion

[15] The applicants have failed to demonstrate urgency. That finding disposes of Part A. It would be unnecessary to say anything about the remaining grounds of opposition, and premature to go into the merits of Part B. The appropriate order is to strike the application from the roll rather than dismiss it, leaving the applicants at liberty to set the matter down again on proper notice.

[16] It follows that the application falls to be struck from the roll for want of urgency, with costs.

Order

[17] For these reasons, the following order is made:

- 1 The application is struck from the roll for want of urgency.
- 2 The applicants are to pay the costs of Part A, jointly and severally, the one paying the others to be absolved, on Scale A.



M WESSELS
ACTING JUDGE OF THE HIGH COURT
NORTH WEST DIVISION, MAHIKENG

Appearances:

For the applicants: Adv H du Plessis

Instructed by: Kobus Burger Attorneys
c/o Labuschagne Attorneys
Mahikeng

**For the first and
second respondents:** Adv M Nduli

Instructed by: The State Attorney