



**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE NO: 124189/2024

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


SIGNATURE

31 AUGUST 2026
DATE

In the matter between:

MAGDALEEN MALAN

First Applicant

C AND M LANDSCAPING SUPPLIES CC

Second Applicant

and

LEE-ANN JANSEN VAN NIEUWENHUIZEN

Respondent

JUDGMENT

THOBANE AJ,

Introduction and the parties' cases

- [1] The applicants seek an order in the following summarised terms;
- 1.1. That an acknowledgment of debt dated 30 July 2024 be made an order of Court;
 - 1.2. That the respondent be directed to pay the sum of R1 287 728-04;
 - 1.3. Costs of suit on a scale as between attorney and client.
- [2] The first applicant describes herself as a director of the second applicant, a Close Corporation duly registered in terms of the laws of the Republic of South Africa. The respondent is an adult female person also the sole director of Westbury Investment 3CC.
- [3] The applicants' case is that on 20 July 2024 the parties (first applicant and the respondent), concluded a written acknowledgment of debt. The acknowledgment of debt, it is the applicants' case, was preceded by various oral agreements before culminating into a written one. The agreements were in respect of personal loan agreements and payments to third parties at the special instance and request of the respondent. This occurred after the respondent's income dried out as a result of the COVID pandemic.
- [4] The first applicant acts in her personal capacity and also duly represents the second applicant on the one hand and the respondent represents herself as well as an entity on the other. In the acknowledgement of debt, the respondent acknowledged her indebtedness to the applicants in the sum of R 1,287,728.04. and made an undertaking to repay it.
- [5] When the respondent failed to meet her obligations as per the acknowledgment of debt, the applicants caused a letter of demand in terms of

section 129 and 130 of the National Credit Act, to be written and served on *her* by registered mail¹. In the letter the applicants demanded that the respondent pay the claimed amount within 10 days, which the respondent failed to do, hence the application to make the acknowledgment of debt an order court.

[6] In opposing the application, the respondent first raised a point *in limine* the essence of which was that there was a misjoinder or non-joinder. She pleaded in the answering affidavit that she was a sole member of a juristic entity called Westbury Investment 3 CC (Westbury), on behalf of which she was duly authorised to act. As a result, she asserted that she personally did not have any direct or substantial interest in the matter. The registered address of Westbury was said to be situated on the premises belonging to the second applicant, thus it was pleaded, it should have been joined as a party in these proceedings.

[7] The respondent denied that she ever entered into any verbal agreements whatsoever with the applicants. She also denied that she requested financial relief and/or assistance in respect of a series of alleged personal loans and/or payments to third parties, as alleged by the applicants.

[8] The respondent gives elaborate details, about how the first applicant was insistent to be of help to her at a time when she had financial difficulties. One of the examples she mentioned, is the one of rent which is subject to litigation at the Magistrates Court. The nub of the denial of the applicants' claim is that the respondent never approached them for financial assistance. The following are some of what the respondent contends are at the core of the denial;

8.1. that in February 2022 when Westbury was moving offices, she was offered office space at the second applicant's premises. Rental issues were

¹ The National Credit Act, 34 2005

briefly discussed and deferred by the first applicant for later consideration after seeking counsel from her bookkeeper. She was however given a go ahead to in the meantime move in, which she did. Later, she was advised that the suggested or proposed rental was R5 000-00. When she indicated to the first applicant that she could not afford the rent and would rather move out, the first applicant suggested generously and unconditionally that she should not move out. She instead offered her the rental space for free;

8.2. in July 2021 when Westbury struggled financially owing to the COVID pandemic, its loan and overdraft repayments were a challenge for Westbury so much so that they fell into arrears;

8.3. although she complained many times to the first applicant about the stress she was under around the financial distress period, she never requested to be assisted financially either personally or on behalf of Westbury;

8.4. the applicant was however insistent on being helpful during that period and offered unconditionally to assist, even though she knew that she had no idea if and when business will improve and if and when Westbury will be able pay whatever was due. The first applicant insisted that the respondent could repay the money whenever business improved, amid assurances that Westbury had nothing to worry about;

8.5. the respondent very vociferously insisted that the first applicant was very pressing and persistent. Not that it matters but I need to point out that the respondent for some reason was very repetitive on the following;

8.5.1. she had nothing to do with the financial assistance;

8.5.2. that she offered to move out of the rented premises which offer the first applicant resisted;

8.5.3. she mentioned that Westbury was struggling financially sixteen times in 16 different subparagraphs in the affidavit;

- 8.5.4. generously and unconditionally was mentioned repeatedly;
- 8.5.5. accepted in good faith, equally so;
- 8.5.6. unconditionally freely and voluntarily as well.

[9] The respondent argued that the first applicant's insistence to be of help, in circumstances where she was contemplating and offering to close down Westbury, left her with an impression that money was not a problem to the applicants.

[10] Another indicator of the first applicant not having money problems or flaunting it was in August of 2022. On that occasion the first applicant's life partner walked in with what appeared to be stacks of R200-00 bank notes tied in a roll with an elastic band. The money was placed in a plastic bag and handed over to her by the first applicant. It turned out to be the sum of R20 000-00. She accepted the money in good faith, she submits and was grateful for the gesture.

[11] She denied entering into an acknowledgment of debt with the applicants; denied admitting to anything; denied liability for any payment and denied that she signed any acknowledgment of debt in her personal capacity and asserted that any payment made, was made to Westbury, unconditionally, freely and voluntarily and of this the first applicant was aware.

[12] The respondent also went into irrelevant details about how she at some point helped the first applicant with challenges she had, as she put it, in good faith. The challenge that was there, it would seem, was opposite the first applicant's premises and pertained to a competitor who was operating illegally and stealing customers of the first applicant. The respondent says in her affidavit

that she used this particular experience as a *quid pro quo* for the unconditional and generous kindness shown towards Westbury by the applicants.

[13] As part of setting out the chronology of events leading up to this application, the respondent pleaded that on 16 June 2024 she received an unexpected and unpleasant call from the first applicant about her non-payment of rent. The attitude of the first applicant left her flabbergasted, she pleaded. The change in attitude of the first applicant surprised her and she there and then took a decision to move out of the applicants' premises.

[14] On 24 June 2024 she took a decision to communicate her decision to move out but was met by a changed attitude again from the first applicant. The first applicant was calm and friendly she said. She was promised by the first applicant that there was nothing to worry about on the rental issue, she therefore continued to rent as before.

[15] On 19 July 2024 she received an e-mail from the first applicant to which was attached approximately 9 pages detailing a summary or schedule of money loaned. The respondent was asked to compare it to her own records. The respondent further pleads that it has always been the intention of Westbury to pay back the money when its financial status improved. In fact, at paragraph 10.2. of the answering affidavit the respondent stated the following²;

“Westbury always had intention to pay the Applicants back if and when it would be in the position to do so, and which was accordingly, in line with what the Applicants had always led me to believe.”.

² CaseLines 04-16 paragraph 10.2.

[16] On 30 July 2024 the respondent went to the applicant and on her version, was hurriedly given a set of papers including a page 9 and told to sign. After signing, the first applicant asked her sister, who was in the room, to sign as a witness. On her part she did not question anything. She puts it thus³;

“I obliged in good faith because it was never in dispute that the Applicants had unconditionally, freely and voluntarily been assisting Westbury in its financial obligations.”

[17] The applicants filed a replying affidavit dealing with the contents of the answering affidavit starting with the point *in limine* of non-joinder or misjoinder contending that it should be dismissed, as it lacked merit for the following brief reasons;

17.1. that the point *in limine* fails to meet requirements of a general rule in that it failed to show that Westbury will be prejudiced by the judgment of the court;

17.2. that the respondent failed to advance any substantiating reasons for the joinder;

17.3. that the application to make the acknowledgment of debt an order of court is directed at the respondent and is based on an acknowledgment of debt which the respondent personally signed. In it the following is stated;

“I Lee-Ann Jansen van Nieuwenhuizen acknowledge herewith, that I owe the above amounts to Mrs. Magdaleen Malan and C and M Landscaping Supplies CC for monies loaned and advanced to me and/or payments made on my behalf to me and my business creditors on my specific instance and request.”.

[18] The applicants identified the following as common cause facts; that the respondent could not meet the rental obligations; financially struggled during

³ CaseLines 04-12 paragraph 10.6.

COVID; the first applicant made payments to the respondent and made payments on behalf of the respondent even to third parties; that the respondent conceded she would repay the paid amounts at a later stage once in a position to do so; that the respondent was humble and thankful of the generosity which she accepted in good faith; that on 19 July 2024 the respondent was given a summary of money loaned; that the respondent always had the intention to pay the money back and that the acknowledgment of debt was signed at the first applicant's office in front of a witness.

[19] The grounds of opposition that the respondent relied on were canvassed. They were summarised as follows;

- 19.1. that she never requested financial assistance from the applicants;
- 19.2. that she denies entering into an acknowledgment of debt;
- 19.3. that she denies that payments were made on her behalf or to her in her personal capacity;
- 19.4. that the loans or payments were made unconditionally, freely and voluntarily to Westbury;
- 19.5. that she was made to sign a document without knowing that it was an acknowledgment of debt;
- 19.6. that indebtedness is denied.

[20] The applicants further dealt with other issues such as absence of a condonation application on the part of the respondent when filing a notice of intention to oppose. I do believe that the point is now moot and should not be dealt with in detail. There is merit in the submission that the payments listed in the summary of debts or loans, which consisted of over 100 transactions between 2022 and June 2024, could never have been made out of the goodness of the heart. I am of the view that there would have had to be involvement of someone

under a practical or formalized structure in place. The respondent as the sole member of Westbury.

[21] The applicants pointed to contradictions that are glaring in the respondent's own defence. Such as the fact that the respondent denied entering into an acknowledgment of debt, while at the same time stating that she was enticed into signing one, thus contradicting herself. Also, while admitting that she signed the acknowledgment of debt, in the same affidavit she indicated that the acknowledgment of debt was manufactured. Lastly, while stating that she was enticed into signing the acknowledgment of debt, the respondent gave no details of such enticement. She also failed to dispute the signature on the acknowledgment of debt as hers. It was submitted that on her own version her opposition of the matter should fail.

[22] There are many common cause issues between the applicants' and the respondent's respective cases but there are also many irrelevant matters mentioned by the parties given what the court is called upon to determine. Common cause yet irrelevant factors are not helpful to the court's determination of the issues or even decision making.

[23] This matter in the main, is about making an acknowledgment of debt an order of court. The founding affidavit succinctly set out what case the respondent had to meet. In meeting that case, the respondent had to keep her 'response to the case', in other words to what the applicant alleged. The respondent in this case did exactly the opposite. She gave irrelevant information which did little to assist this court in making a determination and in turn, offered information that did not respond to the case placed before her in full.

[24] The applicants' case comprised of the following sticking points;

- 24.1. there were a series of verbal agreements of loan between the applicants and the respondent;
- 24.2. the COVID pandemic placed financial strain on the respondent's finances to a point where the applicants had to make loans to her and payments to third parties;
- 24.3. the respondent undertook on more than one occasion to repay the loans;
- 24.4. on 30 July 2024 an acknowledgment of debt was concluded and the terms speak for themselves;
- 24.5. there is a rental issue which is being dealt with at the Magistrates Court;
- 24.6. the respondent breached her undertakings, the applicants thereafter sent a section 129 letter of demand and soon thereafter instituted these proceedings.

[25] In response to the summarised case of the applicants the respondent pleaded in the following summarised way;

- 25.1. that there was a misjoinder or non-joinder;
- 25.2. that the respondent denied any verbal agreement between the applicants and her;
- 25.3. that she further denied making any requests for financial assistance, denied that loans were advanced and also denied that payments were made by the applicant to third parties on her behalf;
- 25.4. the respondent went into detail about moving in at the applicants' premises in February 2022, as well as rent negotiations that ensued. She stated that when a rental amount was proposed she could not afford it which

is why she tendered to move out, at which point it was agreed that she could stay rent free;

25.5. that the offer was generous and unconditional and that she had no reason not to accept it in good faith;

25.6. that the first applicant and the respondent had a close relationship to the point of sharing confidential information;

25.7. that she never requested financial assistance be it for herself or even for Westbury.

[26] An issue which I believe should not detain this court further is that of absence of a condonation application, to file a notice of intention to oppose the application. The applicants relied in the main on four judgments, the cornerstone of which was the principle that the court has the inherent jurisdiction to regulate and protect its processes.⁴ As is obvious, all the matters are Road Accident Fund matters. In all the matters, the notices of intention to defend were filed out of time, mostly a few days before applications where default judgment was sought were to be heard, conduct which was identified as an attempt to delay processes and buy time. Essentially an abuse of court processes. For example, in the case of *Delpport v RAF*, being one of the cases relied on, the defendant (RAF), filed their notice of intention to defend three years and four months out of time. Judging this case on its own facts, as all cases should be and given the timelines involved, it is my view that in this case there was no ulterior motive. The parties were able to, right from the beginning of proceedings, put their respective cases before court and there was no prejudice on the part of the applicants. This point deserves no further attention.

⁴ *Delpport, Stephanus Phillipus v Road Accident Fund*, Johannesburg case number 10978/2020 by Kilian AJ on 8 December 2023; *Mandlankosi Philane v Road Accident Fund*, Johannesburg case number 11267/2022 by Block AJ on 11 April 2024; *Seronica Nathram v Road Accident Fund*, Pretoria case number 46876/3030 by Davis J on 26 April 2024; and *Madiphoso Dinah Mabaso v Road Accident Fund*, Johannesburg case number 35849/2021 by Kriel AJ on 4 July 2024.

[27] Turning to the case of the respondent. There are a few things in the respondent's case that are not in harmony with each other. The respondent denies making any loan requests for herself. At the same time her case is that the applicants paid her two employees' salaries. She protested at that because she did not know when she would be in a better financial position to repay the applicants. At the same time her version is that the first applicant insisted on assisting her financially to a point of being forceful at times. She pleaded that the loans or payments were made freely, voluntarily and unconditionally to Westbury and to meet its obligations. This while pleading at the same time that no payments were made to Westbury. She also admits to receipt of R20 000-00 which was given to her but adds that she received it on behalf of Westbury. Lastly, she pleaded that in helping the applicants with a problem they had with a business competitor, she believed it was a *quid pro quo*, for all the generosity and unconditional kindness that had been shown to Westbury.

[28] On the day of signing the document, 30 July 2024, her other version is that she was presented with one page of a document and told to sign without any explanation particularly that it was an acknowledgment of debt. In the opposing affidavit she mentions it twice that she was sent an email on 19 July 2024 to which was attached a document comprising of 9 pages⁵. She also pleaded at the same time that on 30 July 2024 she was presented with what appeared to be the last page (page 9) "of the email to sign"⁶. This she alleges occurred covertly after she was enticed and made to sign. It is one thing to plead that one did not sign a document, but it is another to plead you were made to sign. The respondent alleges both things side by side.

⁵ CaseLines 04-16 paragraph 10.

⁶ CaseLines 04-17 sub-paragraph 10.4.

[29] The schedule that was e-mailed to the respondent detailing various payments, shows that on a number of occasions payments were made to the respondent personally, Westbury as well as a number of entities. For the applicants to be able to do that would surely have involved respondent's active involvement. She is the one who would have had to supply the applicants with banking details, reference numbers and amounts. Some of the amounts are globular, while others are very specific down to even cents. I believe it is simply opportunistic and convenient at this moment to offer the explanation that it was all for Westbury, who had the intention to at some point in the unknown future repay the loans.

[30] Another issue which needs scrutiny is the other version that the respondent pleaded. The version is that after receiving a call from the first applicant, she soon thereafter offered to the applicant to have a discussion about Westbury with the involvement of her attorney. This suggests that the respondent knew very well about the loans. It is therefore difficult decipher how she could allege she was enticed, in a covert manner and made to sign a document without being told about it (although she knew of it) and without her either reading it or asking any questions about its contents. The respondent has not explained why she calls what occurred "covert". She also does not explain how she was enticed and also how she was "made to sign". The page on which she signed the acknowledgment of debt, just above the signing area (page 9), where the acknowledgment of indebtedness is made, states that it is an acknowledgment of debt. It is therefore not difficult to spot. Besides the acknowledgment of debt was shared with her much earlier.

[31] The respondent makes the point and this came out during argument that that which is referred to as an acknowledgment of debt is in-fact not an

acknowledgment of debt. Pages 1 to 8 thereof, do not have signatures it was argued. Also, the R140 000-00, appearing on page 9, it was further argued, is not part of pages 1 to 8. Page 9 which is signed, it was further argued was surreptitiously, introduced to lure her into signing. The lettering on the document, pages 1 to 8 appear different to page 9, it was further argued. In fact, the respondent pleaded that she was specifically given page 9 to sign on arrival at the first applicant's office on 30 July 2024. The appearance of letters on the document were never part of the respondent's pleaded case. They do not deserve further attention by this court.

[32] Because of the denial that the document is an acknowledgment of debt, the court must make a determination of what the document is or amounts to. In *Adams v SA Motor Industry Employers*⁷ an acknowledgment of debt was described as follows; “*it is a written contract between a debtor and a creditor in terms of which they agree that the debtor will undertake unconditionally to pay an existing debt to the creditor on the terms set out in such acknowledgment of debt*”. It is however the respondent's case that what the applicants contend is an agreement, does not meet the formalities of an agreement, those being consensus; formalities; legality; possibility of performance and certainty. The contention by the respondent is that there was no meeting of the minds between the parties. Also, that there was an onus on the applicants, as the persons who allege that a contract or agreement exists, to show its existence, which onus they failed to discharge⁸.

[33] On the other hand, appearance of the respondent's signature on a document serves as *prima facie* proof of consensus and serves as proof that the respondent agreed to the terms of the agreement. The respondent contends that the applicants failed to discharge the onus resting on them, to prove the existence of a contract

⁷ *Adams v SA Motor Industry Employers* 1981 (3) SA 1189 (A).

⁸ *Burroughs Machines Ltd v Chenille Corporation of SA (Pty) Ltd* 1964 SA 669 (W) and *Shell SA (Pty) Ltd v Corbitt* 1986 (4) SA 523 (C) at 526

or agreement therefore, the case should be dismissed with costs on a scale as between attorney and client.

[34] As a result of the above, the applicant took a posture that even on the respondent's own version, she received a benefit and in signing the acknowledgment of debt took or accepted responsibility to pay therefor. The disputed acknowledgment of debt is a very short document. It comprises a schedule of payment and page 9 which is the last page and is signed by the respondent. The respondent gives contradictory accounts and/or defences around the signing of the document. One of the accounts or defences she pleaded was that she did not sign the document. Another is that she did sign albeit after being made to do so. The two defences ostensibly cannot co-exist. In addition, the respondent does not dispute that the signature belongs to her. The portion of the acknowledgment of debt dealing with "acknowledgment of indebtedness", is brief and does not contain much information. That is of no moment. The respondent is a sole member of Westbury and pleaded that she was duly authorised by it to act on its behalf. However, in the acknowledgment of debt, the respondent bound herself in her personal capacity. That portion reads as follows;

"I Lee-Ann Jansen van Nieuwenhuizen acknowledge herewith, that I owe the above amounts to Mrs. Magdaleen Malan and C and M Landscaping Supplies CC for monies loaned and advanced to me and/or payments made on my behalf to me and my business creditors on my specific instance and request."

[35] The document (acknowledgment of debt), is to be read together with the schedule attached to it because on its own it simply mentions, 'the above amounts' and that would not make sense. The 'above amounts' would naturally mean the attached schedule or amounts mentioned in the schedule. The schedule contains no terms and conditions. Plasket J in a leave to appeal matter, *Kruuse v Hillhouse* (83/2015) [2015] ZAECGHC 96 (7 July 2015), on facts that are not

dissimilar to the facts in this matter, quoted extensively from his own judgment that was appealed against, where the law was succinctly set out;

“[6] In my judgment, I dealt with these defences thus:
‘[10] The immediate problem confronting the defendant is that the acknowledgment of debt is an unconditional acknowledgment of his indebtedness personally to the plaintiff – he states that ‘I . . . acknowledge that I am indebted to IAN HILLHOUSE’ in respect of ‘money due, owing and payable by me to the creditor’. In construing the agreement, the inevitable point of departure is the language of the document itself. It is not ambiguous in any way. Its terms are crystal clear. It is not capable of bearing any meaning other than that the defendant assumed personal liability for the debt.

[11] To the extent that the history of the matter as given by the defendant may be relevant and admissible, it does not assist him: it is to the effect that he had planned to create entities to conduct his farming business – a trust and a private company – but that these entities were never formed. The defendant’s averment that he signed the document because the plaintiff wanted some form of reassurance and that he stupidly did not believe that he was assuming personal liability for the debt only has to be stated to be rejected. As the entities referred to above did not exist, he was the only person who could have acknowledged the debt and who could have been liable for its repayment.

[12] It cannot, in my view, be accepted that the defendant could have laboured under any misapprehension as to the consequences of signing the acknowledgment of debt. Even were this totally improbable scenario to have been the case, he has not asserted that his misconception was induced by the plaintiff or anyone else. As was submitted by Ms Beard, it is trite that contracting parties are bound by their written agreements not wrongfully induced by another, and the *caveat subscriptor* rule binds a party to a contractual document which he or she has signed, whether he or she read it or not.”

[36] In so far as the unequivocal and clear terms of the acknowledgment of debt are concerned, the similarities between this matter and *Kruuse* are very telling.

36.1. the argument that the document was not an acknowledgment of debt was raised in both matters, while the wording on the document was clear and unambiguous. Because the wording on the document was clear and unambiguous, it therefore could not be read and understood to mean anything other than that the respondent bound herself in her personal capacity;

36.2. in *Kruuse*, the respondent alleged that money received was for the benefit of an entity yet to be formed. In this matter the allegation is that the money was for the benefit of Westbury and that it was understood that Westbury would at some point in the future repay the loan. Such an argument is unhelpful to the respondent just as it was not in *Kruuse*;

36.3. the respondent gave a long history of her relationship with the first applicant. The lead up to rental, confiding in the respondent and assisting the respondent with business competition were all part of it. All these issues are in the main irrelevant;

36.4. the respondent is a sole member of Westbury, a corporate entity. No one could have acted on its behalf other than the respondent. Besides, the respondent pleaded that she was duly authorised to act on its behalf, another similarity with *Kruuse*;

36.5. the many and contradictory defences advanced by the respondent makes it improbable that things unfolded as asserted by her;

36.6. whether the respondent read the document or not, she appended her signature to it and is therefore bound by it.

[37] Having dealt with the grounds for leave to appeal, Plasket J found that those were not weighty enough to displace his judgment and dismissed the application. Equally, I find that there is no merit in the defences raised by the respondent and

that the document which the respondent contends is not an acknowledgment of debt, is in fact one.

[38] There is one other remaining issue to deal with briefly just for refinement, the point *in limine* of misjoinder/non-joinder. The respondent is the sole member of Westbury. In her answering affidavit where the point *in limine* of misjoinder/non-joinder is raised, the respondent pleaded that; *the Respondent is however the only member of a juristic person, namely WESTBURY INVESTMENT 3 CC, and as such, is duly authorized to act on behalf of same.*⁹ The point *in limine* is defeated by at least four points of argument. Firstly, the respondent pleaded that as a sole member of Westbury she was duly authorised to act on its behalf. Secondly, there is no relief sought against Westbury who have no direct and substantial interest in the matter. Carrying on business at or renting premises from the applicants is not such direct and substantial interest as commonly understood. Thirdly, the respondent signed the acknowledgment of debt binding herself personally. Lastly, the abandonment of the point *in limine* after full argument. The point *in limine* must therefore fail.

Conclusion

[39] I have carefully considered the papers filed of record. I have equally listened to the submissions made. In some of the afore going paragraphs I have made certain findings. I conclude that the applicants have made a case for the relief sought.

Costs

[40] In the notice of motion the applicants sought costs on a scale as between attorney and client. In opposing the application, the respondent also sought costs on the same scale. I have found for the applicants and naturally costs must follow the result. What remains to be considered is the scale of such costs. The

⁹ CaseLines 04-4 paragraph 1.2.

respondent mounted a defence replete with contradictions, failed to make obvious concessions something at which the court takes a dim view. An award of costs on a punitive scale is warranted.

Order

[41] In the result, the following order is made;

1. The acknowledgment debt dated 30 July 2024 is made an order of court;
2. The respondent is directed to pay the costs of the application on a scale as between attorney and client.



SA THOBANE

ACTING JUDGE OF THE HIGH COURT

GAUTENG DIVISION, PRETORIA

APPEARANCES:

For Applicant : ADV. HJ BONNET,

Instructed by : JEANNE-MARI - BURGER HARPER ATTORNEYS.

PRETORIA

For Respondent : ADV. CID BENNETT,

Instructed by : JOHAN-WALKER - VAN JAARSVELD INC

PRETORIA

Date of judgment: 31 AUGUST 2026 - This judgment was handed down electronically by circulating to the parties' legal representatives by e-mail, by being uploaded to the CaseLines platform of the Gauteng Division and by release to SAFLII. The date and time of hand down is deemed to be 10:00 on 31 AUGUST 2026.