**REPORTABLE:**

CASE NO.: SA 29/2006

**IN THE SUPREME COURT OF NAMIBIA**

In the matter between:

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| **ELSA STIPP and** | **FIRST APPELLANT** |
| **ELSA STIPP** | |
| **In her capacity as Executor in the deceased estate of the late LEWIS CHRISTOFFEL STIPP** | **SECOND APPELLANT** |
| **and** | |
| **SHADE CENTRE** | **FIRST RESPONDENT** |
| **ETIENE LEWIS STIPP** | **SECOND RESPONDENT** |
| **HELOISE BOTHMA** | **THIRD RESPONDENT** |
| **ANTOINETTE SIEBERHAGEN** | **FOURTH RESPONDENT** |
| **CHRISTEL STIPP** | **FIFTH RESPONDENT** |

Coram: Shivute, C.J., Maritz, J.A. et Strydom, A.J.A.

Heard on: 10/07/2007
Delivered on: 18/10/2007

**APPEAL JUDGMENT**

STRYDOM, A.J.A.: [1] The first appellant brought an application in the High Court of Namibia in her personal capacity and in her capacity as Executrix in the estate of the

late Lewis Christoffel Stipp (the deceased). In her founding affidavit she stated that she was married to the deceased in community of property on 11 November 1981. When the deceased died on the 9th December 2005 she was appointed as the executor in the estate.

[2] The first respondent (SHADE CENTRE) was a business which manufactured and sold blinds, louvres and awnings. The business was run by the deceased. The business grew over the years and at the time of the death of the deceased it already branched off to include several other businesses, namely DYNAMIX SPORTSWEAR, MAXIDOOR and MR. SPYKES.

[3] After the death of the deceased the first appellant went to the office of SHADE CENTRE in order to establish if the deceased had left a will and to take control of the businesses as she believed that they formed part of the common estate.

[4] At the office she found two documents of which she was

totally unaware, namely a Deed of Sale whereby the deceased had sold SHADE CENTRE to the second respondent for a nominal sum of N$10,00, and a lease agreement between a Closed Corporation, NABAHARI PROPERTIES CC, of which the deceased was the sole member, and SHADE CENTRE CC, of which the first respondent was the only member.

[5] The first appellant confronted the second respondent and he confirmed to her that he was indeed the owner of SHADE CENTRE and the other properties since the 30th April 2003. He further claimed that the agreement of sale was valid.

[6] As a result of the above situation the first appellant brought the application by Notice of Motion in which she claimed the following relief:

> "1. That the Deed of Sale between the deceased, the late LEWIS CHRISTOFFEL STIPP and the Second Respondent ETIENE LEWIS STIPP dated 30 April 2003 was null and void in terms of Section 7(1)(j) of

MARRIED PERSONS EQUALITY ACT, ACT 1 OF 1996.

2. That the assets of SHADE CENTRE, SHADE CENTRE CC, MAXIDOOR, DYNAMIX SPORTWEAR and MR. SPYKES formed part of the common estate of the late LEWIS CHRISTOFFEL STIPP and ELSA STIPP.

3. That the businesses of SHADE CENTRE, SHADE CENTRE CC, MAXIDOOR, DYNAMIX SPORTSWEAR and MR SPYKES be allowed to continue to do business under the management of the Second Respondent on condition that:-

3.1 The Second Applicant be allowed to immediately compile an inventory of all the assets of the said businesses.

3.2 Any bank accounts in the name of any of the said businesses be placed under the control of the Second Applicant.

4. Costs of this application.

5. Further and/or alternative relief."

[7] In the Court *a quo* the second respondent took a point *in limine* which was successful and the application was dismissed with costs.

[8] The appellants were not satisfied with the outcome of the application in the High Court and they appealed against the whole judgment and the order of costs granted by that Court. Mr. Barnard represented the appellants and Mr.

Schickerling appeared for the respondents. Mr. Barnard did not argue the matter in the High Court.

[9] In her founding affidavit the first appellant continued to state that she was an accountant who, especially in the first few years when the deceased started SHADE CENTRE, was able to provide for the family in order to allow the deceased to expand the business to include the other businesses mentioned and to run the business into a profitable undertaking.

[10] The first appellant further stated that she always believed that the second respondent was employed in the business by the deceased and she claimed that he could not, by any stretch of the imagination, say that he did not know that she was married to the deceased in community of property. He therefore knew that her consent was necessary before the deceased could sell any of the assets of the common estate. In the event that he did not know what the proprietary rights of the spouses were it was his duty to establish what the true position was. She alleged further that the second respondent could not claim that he was an

innocent party to the transaction.

[11] The first appellant then submitted that the purported sale of the business for only N$ 10,00 was an alienation of an asset of the joint estate without value as contemplated by sec. 7(1)(j) of the Married Persons Equality Act, Act No. 1 of 1996, (the Act), and was therefore null and void.

[12] The second respondent filed an answering affidavit on his behalf and that of the first respondent. This respondent is a son of the deceased from a previous marriage. He pointed out that until 30th April 2003 the deceased traded under the name and style of SHADE CENTRE. On the 23rd April 2003 the first respondent was duly registered in terms of the Close Corporations Act, 1988, as a close corporation. The Deed of Sale included the goodwill, raw materials and 3 second hand vehicles of SHADE CENTRE and transfer thereof duly took place. The second respondent was in

terms thereof the sole registered member of the first respondent.

[13] The point *in limine,* taken by the first respondent, was set out in the answering affidavit sworn to by the respondent and reads as follows:

> "3.1 The applicant bears the onus to:
>
> 3.1.1 Allege and prove (having regard to the requirements of section 7(1)(j) read with section 7(6) of the Married Persons Equality Act, 1996) that the alienation in question probably did and reasonably prejudiced her interest in the joint estate; and in addition thereto
>
> 3.1.2 When the late Lewis Christoffel Stipp entered into the agreement dated 30 April 2003:
>
> 3.1.2.1 he probably had the applicant's rights in and to the joint estate in mind;
>
> 3.1.2.2 the transaction in question was in all the circumstances an unreasonable one to have been entered into, and
>
> 3.1.2.3 the second applicant, when entering into the agreement in question, was aware that the disposal of the effects therein were being effected fraudulently as against the applicant

> 3.2 The applicant's affidavit lacked any of the averments and or circumstances required to establish any of the above requirements."

[14] In deciding this issue Mr. Schickerling submitted that the Court should only look at the founding affidavit of the appellants and if the allegations set out therein did not sustain a proper cause of action then that would be the end of the matter. Mr. Barnard did not specifically address this point but he attempted to show that sufficient allegations were made by the appellants to sustain their cause of action and in doing so he also referred to the other affidavits filed of record.

[15] The appellant's cause of action was based on the provisions of sec. 7(1)(j) of the Act. This section, as well as subsection (6), provides as follows:

> "7.(1) Except in so far as permitted by subsection (4) and (5), and subject to sections 10 and 11, a spouse married in community of property shall not without the consent of the other spouse –
>
> (j) donate to another person any asset of the joint estate or alienate such an asset without value, excluding an asset

> of which the donation or alienation does not and probably will not unreasonably prejudice the interest of the other spouse in the joint estate, and which is not contrary to any of the provisions of paragraph (a), (b), (c), (d) and (e).
>
> (6) In determining whether a donation or alienation contemplated in subsection (1)(j) does or probably will unreasonably prejudice the interest of the other spouse in the joint estate, the court shall have regard to the value of the property donated or alienated, the reason for the donation or alienation, the financial and social standing of the spouses, their standard of living and any other factor which in the opinion of the court should be taken into account."

[16] Subsections (4) and (5) and sections 10 and 11 are not relevant to this matter and need not be considered. The donation or alienation was also not contrary to the provisions of paragraphs (a), (b), (c), (d) and (e) of sec. 7(1) of the Act.

[17] In terms of sec. 7(1)(j) a spouse is exempt from obtaining the consent of the other spouse where a donation or alienation would not unreasonably prejudice the interest of the other spouse in the joint estate. (See Hahlo: **The South African Law of Husband and Wife:** fifth Edition p 251 discussing a similar provision in Act 88 of 1984, of South Africa, namely sec. 15(3)(c) ).

[18] The factors which the Court must take into consideration to determine whether the donation or alienation did or probably would unreasonably prejudice the interest of the other spouse are set out in sub sec. (6) These are the value of the property donated, the reason for such donation, the financial and social standing of the spouses, their standard of living and **any other factor which in the opinion of the Court should be taken into account.** (My emphasis).

[19] From the above it follows in my opinion that a spouse who wishes to avail himself or herself of the rights set out in the section will have to put as full a picture before the Court as may be necessary in the circumstances of the particular case. What should be put before the Court will obviously differ from case to case. One can assume that to reclaim donations made by one spouse to feather the nest of a secret lover much less would be necessary to put before the Court than in most other cases. ( See in this regard *Bopape and*

*Another v Moloto,* 2000(1) SA 383 (T.P.D.)). It is therefore impossible, and would also be unwise, to even attempt to give a list of what Courts would require in this regard.

[20] In terms of the common law the spouse reclaiming an asset did not have an easy onus to discharge. In *Pretorius v Pretorius*, 1948 (1) SA 250 (A), Schreiner, J.A. set out what such spouse must prove. At p. 256 the following was stated:

> "Before a wife, married in community of property, can attack the exercise by her husband of the powers in dealing with the joint estate, or her share in it, she would at least have to show, viewing the matter subjectively, that the circumstances rendered it probable that the husband had her rights in mind when he entered into the impugned transaction and that he appreciated that it would prejudice those rights; and, viewing the matter objectively, she would at least have to show that the transaction was in all the circumstances an unreasonable one for the husband to enter into."

[21] In common law the onus to prove that the donation was in fraud of the rights of the wife rested throughout on the wife.

(See *Laws v Laws and Others*, 1972 (1) SA 321 (WLD) and *Govender v Chetty,* 1982 (3) SA 1078 (CPD) ).

[22] Although the issue as to who carried the onus was in dispute in the Court *a quo,* Mr. Barnard, correctly in my opinion, accepted that the onus was on the appellants to bring their application within the ambit of sec. 7(1)(j). He submitted that in order to successfully impugn the transaction between the deceased and the second respondent they had to establish the following:

1. That the impugned transaction was concluded without her consent;

2. That the transaction, in essence, and despite any simulated appearance, was a donation or an alienation without value; and

3. The transaction would probably unreasonably prejudice appellant's interests in the joint estate.

[23] I have no problem with this submission made by Counsel except to add that in order to determine whether the transaction would probably unreasonably prejudice the appellant's interests in the joint estate the Court must apply the provisions of subsection (6) of section 7.

[24] Mr. Barnard criticised the Judge *a quo* and submitted that he applied the common law rules and required the appellants to prove fraud in order to impugn the transaction. In my opinion the Court did no more than to state the common law in its endeavour to determine who carried the onus, The finding of the Court that the appellants carried that onus was correct.

[25] Although this concession was made by Counsel he also argued that a transaction concluded without the consent of one of the spouses is generally a nullity and that the innocent spouse would always be entitled to seek a declaratory order to such effect.

[26] Support for the contention that a donation without value can be void is to be found in the *Bopape* – case, *supra,* (A case which we were not referred to by Counsel). In that case the aggrieved spouse reclaimed payments made to or on behalf of a woman with which the second plaintiff, her husband, had an illicit relationship. In the summons the first plaintiff alleged that the second plaintiff, "without the consent of the first plaintiff and **contrary to the provisions of sec. 15(3)(c) of the Matrimonial Property Act 88 of 1984,**" (my emphasis) donated moneys to the defendant. The Court found for the plaintiffs and rejected an argument that an aggrieved spouse's remedy was limited to an adjustment in terms of sec. 15(9)(b) of that Act. The Court found that in order to accomplish a lawful donation without value the consent of both spouses was required. When such consent is absent the donation is unlawful and consequently void.

[27] I agree with the finding in the *Bopape* – case, *supra,* that a spouse is not limited to the remedies set out in our sec. 8 of

the Act, (sec. 15(9)(b) of the South African Act) which allows for an adjustment of the joint estate in favour of the innocent spouse. However, the case does not assist Counsel because before it can be said that a donation or alienation without value is void it must be brought within the ambit of the Act, in this instance sec. 7(1)(j) read with subsec. (6). It follows therefore that an applicant relying on these provisions of the Act must establish that the donation was without consent and without value and that it does or probably will unreasonably prejudice his or her interest in the joint estate. Whether such prejudice exists the Court will have regard to the provisions set out in sec. 7(6) of the Act.

[28] The issue before the Court *a quo*, and also before this Court, is whether the appellants made the necessary allegations to bring their application within the ambit of the Act. To determine this issue the question is whether the Court is limited to the founding affidavit of the appellant, as was submitted by Mr. Schickerling, or whether it should also

consider the answering affidavit of the second respondent and the replying affidavit of the first appellant as seemingly argued by Mr. Barnard.

[29] In a long line of cases the Courts have stated as a general rule that an applicant in motion proceedings must set out his cause of action and supporting evidence in his founding affidavit. It is only in exceptional circumstances that the Court will allow an applicant to supplement its allegations in a replying affidavit in order to establish its case. How the Court should approach this issue was set out in the case of *Titty's Bar and Bottle Store (Pty) Ltd v ABC Garage (Pty) Ltd and Others,* 1974 (4) SA 362 (T). At p. 369 the following was stated by the learned Judge:

> "It lies, of course, in the discretion of the Court in each particular case to decide whether the applicant's founding affidavit contains sufficient allegations for the establishment of his case. Courts do not normally countenance a mere skeleton of a case in the founding affidavit, which skeleton is then sought to be covered in flesh in the replying affidavit."

[30] In the case of *Bowman NO v De Souza Roldao,* 1988 (4) SA 326 (TPD), Kirk-Cohen, J, referring to various other cases, summed up the position as follows:

> "This type of objection must be considered on the basis of an exception to a declaration or a combined summons. The relevant considerations are:
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> (a) the founding affidavit alone is to be taken into account;
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> (b) the allegations in the founding affidavit must be accepted as established facts;
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> (c) are these allegations, if proved, sufficient to warrant a finding in favour of the applicant?"
> (see p. 327 I –J).

[31] To the list of cases considered by Kirk-Cohen, J, can be added *Bayat and Others v Hansa and Another,*1955 (3) SA 547 (N) at 553D; *Pearson v Magrep Investments (Pty)Ltd and Others,* 1975 (1) SA 186 (D) at 187C – 188A and *Ladychin Investments v South African National Roads Agency,* 2001 (3) SA 344 at 359B – I.

[32] Some criticism was expressed in the case of *Valentino*

*Globe BV v Phillips and Another,* 1998 (3) SA 775 (SCA) against equating the procedure set out in the cases above with that of an exception. Harms, JA, expressed himself as follows on p779I -780A, namely –

> "It seems to me to be wrong to permit the use of this procedure in a Court of first instance **where there is no real conflict of fact on the papers, as is the case here.** But having used the procedure unsuccessfully at that level, does not mean that an appellant is entitled to use it again on appeal. In any event, it seems to me that the analogy with the exception procedure may be inappropriate and that the comparison should rather be with an application for absolution from the instance in a trial action. Having lost an application for absolution, a defendant cannot thereafter lead evidence and on appeal argue that absolution should have been granted at the end of the plaintiff's case." (my emphasis).

[33] I agree with Nicholson, J, in the *Ladychin* – case, *supra,* at p 359 I – J, that the *Valentino* – case did not alter the situation as set out in the cases above. In the present instance the point taken that the applicant did not establish a *prima facie* cause of action was successful and it is that

point which was appealed against and which this Court must decide. The issue did not become moot as would be the case where an application for absolution at a trial was dismissed and further evidence was then led.

[34] In the present instance there are no exceptional circumstances why the Court should have regard to any of the other affidavits and it was also not argued that such circumstances were present.

[35] In the result I have come to the conclusion that this Court should apply the general rule set out above and should consider, with reference to the founding affidavit only, whether the appellants have made out a *prima facie* cause of action.

[36] The relevant allegations on which the appellants based their case for the relief set out in the Notice of Motion were set out in the judgment of the Court *a quo*. I agree that this setting out correctly reflected the relevant allegations made by the appellant. These are the following:

1. That the first appellant was married to the late Lewis Christoffel Stipp on 11 November 1981 in community of property and at the time of his death on 9 December 2005 this marriage still subsisted; (Rec. p18, par 7 and 8).

2. At the time of their marriage in 1981 the deceased had no assets, was a salaried worker for SWACO, from where he retired in 1989, when he started the business “Shade Centre” the capital of which she provided; (Rec. p18-19, par 9).

3. As time progressed the deceased expanded the business into a profitable undertaking and by the time of his death it had branched off to include several other businesses. Those businesses are the subject of prayer 2 of the Notice of Motion and it is alleged that these businesses all formed part of the joint estate of the first appellant and the deceased. (Rec. p1, par 2 and p19, par 9.3and 9.4).

4. After the death of the deceased the appellant attended at his offices where she discovered the deed of sale and a lease agreement in question. (Rec. p20, par 13.1 and 13.2).

5. She never knew of the agreements, did not consent thereto as was necessary and as such the purported sale of the business for only N$ 10.00 was an alienation of an asset of the joint estate without value as contemplated by section 7(1)(j) of the Married Persons Equality Act, l996, and is null and void. (Rec. p13, par. 14.2 and par. 15).

6. She alleged that the second respondent could not claim that he did not know that she and the deceased were married in community of property and that her consent was necessary before the deceased could sell any of the assets of the common estate. Even if the second respondent did not know this it was his duty to establish what the true position was. He, like the deceased, kept quiet about the transaction and she was never told

about it. She submitted that the second respondent could not claim to be an innocent party in the sale of the business to him by the deceased. (Rec. par 16.1, 16.2 and 16.3).

[37] I did not understand Mr. Barnard to disagree with this summing up of the allegations contained in the founding affidavit of the appellant but he submitted that the Court *a quo* failed to have any regard to the well established principle that a case could be established by reference to so-called "secondary facts". (See in this regard *S v Basson* 2005 (1) SA 171 (CC) at p 197).

[38] In this regard Counsel submitted that there was direct evidence that the transaction was an alienation without consent and value and that based on this primary fact that it could be inferred that the appellant's interests in the joint estate would be unreasonably prejudiced.

[39] In my opinion this "secondary fact" is itself no more than a conclusion, and not a fact, and, in my opinion, lacks the

necessary substrata to assist the appellant to establish a proper cause of action based on the provisions of section 7(1)(j) of the Act. In my opinion the allegations set out by the appellant in her founding affidavit fell far short from establishing a *prima facie* cause of action.

[40] Notwithstanding the provisions of sec. 7(6) which requires of the Court to take into consideration various factors in order to determine whether a donation or alienation will unreasonably prejudice the interest of the other spouse in the joint estate the allegations contained in the founding affidavit of the appellant is almost totally lacking the setting out of relevant factors which would assist a Court to make such a determination. The founding affidavit does not even contain an allegation that the donation or alienation does or will probably unreasonably prejudice the appellant's interest in the joint estate. The reason for this is not difficult to find. Summing up the submissions made by Counsel in the Court *a quo* the learned Judge pointed out that it was the

contention of the appellants that the onus to prove that a donation would not prejudicially affect the joint estate was on the party who received the donation. This contention did not find favour with the Court and in this Court Counsel for the appellants conceded that the onus was on the appellant to prove that the donation was without value and consent and consequently did have or probably would unreasonably prejudice her interest in the joint estate.

[41] A reading of the subsection further makes it clear in my opinion that a donation without consent and without value is generally not *per se* void. In determining whether prejudice will or does result the Court does not only perform an exercise in accounting and find for the person in whose favour a credit balance comes out. The Court would, depending on the circumstances of each case, also be called upon to consider indeterminable issues such as the standing of the parties in their community and their standard of living and will have to consider the reasonableness or otherwise of

the donation or alienation at the hand of these factors.

[42] It does not follow that the Court would in each instance tick off a shopping list of factors before it could find one way or the other. What is necessary is that the Court must be persuaded that the donation or alienation does or will probably unreasonably prejudice the interest of the other spouse in the joint estate.

[43] In most instances the value of the donation or alienation would be relevant and in certain instances would be of great importance to enable the Court to come to a conclusion.

[44] In the present instance no attempt was made to place a value on the business claimed by the appellants other than to state that it was profitable. To what extent this is so is uncertain. Although one has a certain understanding that the appellant, not having control of the business, may find it difficult to have access to the books of account or balance

statements of the CC. However no attempt was made by the appellant to avail herself of the provisions of the Rules of the High Court, and more particularly Rule 35(12), which was designed to assist parties in circumstances such as these.

[45] Apart from the fact that the value of the business is relevant and important for the Court to consider the possibility of prejudice to the interest of the appellant in the joint estate there is in this particular instance a possibility that value, or at least some value, was given.

[46] In terms of the agreement of sale between the deceased and the second respondent the sale consisted of the trading name, goodwill, raw materials and three second hand motor vehicles. These items were sold for a token sum of N$10,00. However, the sale agreement made reference to a mutual agreement between the parties, namely that the second respondent would hire the industrial premises at 45 Copper Street, Prosperita (from where the businesses were carried on) as well as the plant and equipment from NABAHARI PROPERTIES CC of which the deceased was the only

member.

[47] This mutual agreement was given effect to when a written agreement was signed on the 23rd July 2003 whereby the second respondent undertook to pay a rental of N$12,000. 00 per month to NABAHARI PROPERTIES CC, the interest in which was an asset of the joint estate. The contract was for a year and renewable at the option of the second respondent on a yearly basis. The fact that this agreement was incorporated by reference in the sale agreement at least created the possibility that the two agreements were intended to compliment each other and that they formed an integral part of the transaction between the deceased and the second respondent.

[48] The agreements provided an income for an asset of the joint estate from a source outside the joint estate. In terms of these agreements NABAHARI PROPERTIES CC received monthly payments of N$12 000, 00 which, over the years

must amount to a substantial sum of money. No attempt was made to deal with this issue although it may have an important result for the outcome of the case.

[49] By way of example the Court *a quo* mentioned certain other factors which would be relevant in determining whether the donation did or probably would unreasonably prejudice the interest of the appellant in the joint estate, and which were not dealt with by the appellant. These were the following:

(i) The son/father relationship between the deceased and the second respondent;

(ii) The financial benefit that the deceased (hence the joint estate) derived from the arrangement encompassing the sale and lease of Shade Centre , namely the N$12 000 per month rental; and

(iii) the age of the deceased at the time.

[50] In my opinion another important factor was whether the appellant had the know-how to carry on the business of manufacturing shades etc., more particularly the manufacturing part thereof. In this regard prayer 3 of the Notice of Motion may be significant. In that prayer she asked the Court for an order to allow the second respondent to continue to manage the various businesses.

[51] Although the appellant also claimed that the businesses MAXIDOOR, DYNAMIX SPORTWEAR AND MR. SPYKES formed part of the joint estate no information whatsoever was placed before the Court regarding these assets. These businesses did not form part of the sale agreement between the deceased and the second respondent. Except for an allegation that these businesses were "generated" by SHADE CENTRE no other relevant allegations were made to establish whether the donation or alienation, if that were so,

did or would probably prejudice the interest of the appellant in the joint estate.

[52] Mr. Barnard also submitted that the claim of the appellants could amount to an adjustment in terms of sec. 8 of the Act. I however agree with Mr. Schickerling that sec. 8 is not relevant to this stage of the proceedings. What is more a reading of the section shows that an adjustment is only possible between the parties to the joint estate.

[53] In the end the founding affidavit of the appellant established two issues namely, that she did not give consent to the donation or alienation and that it was without value. As far as the last issue is concerned I have pointed out the uncertainty that surrounded the matter whether value was given and as the appellant bore the onus this uncertainty counts against her. However mindful of the general rule that in such circumstances the Court must accept as established the allegations set out by an applicant I will

accept that no value was given.

[54] However proof of absence of consent and that the alienation was without value is not enough to sustain a cause of action in terms of sec. 7(1)(j) of the Act. In terms of the section a spouse is entitled to donate or alienate an asset of the joint estate without the consent of the other spouse and without value provided that such donation or alienation does not and probably will not unreasonably prejudice the interest of the other spouse in the joint estate. It is in regard to this last requirement that the founding affidavit is significantly lacking in allegations to sustain a proper cause of action.

[55] In the result I agree with the learned Judge *a quo* that the allegations contained in the founding affidavit of the appellants fall far short to establish a proper cause of action based on the provisions of sec 7(1)(j) read with sec. 7(6) of the Act and it follows that the appeal cannot succeed.

[56] The appeal is therefore dismissed with costs.

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**STRYDOM, A.J.A.**

I agree.

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**SHIVUTE, C.J.**

I agree.

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**MARITZ, J.A.**

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| **COUNSEL FOR THE APPELLANT:** | **MR. T.A. BARNARD** |
| **Instructed by:** | **Grobler & Co.** |
| **COUNSEL FOR THE RESPONDENTS:** | **MR. J. SCHICKERLING** |
| **Instructed by:** | **Kruger, Van Vuuren & Co.** |