



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal

Date: 24 March 2022

Status: Immediate

The following summary is for the benefit of the media in the reporting of this case and does not form part of the judgments of the Supreme Court of Appeal

Thepanyega N O and Others v Letsoalo and Others (73/2021) [2022] ZASCA 30 (24 March 2022)

The Supreme Court of Appeal (SCA) today dismissed, with costs, an appeal brought by the appellants, Mashao John Thepanyega NO and eleven others, the trustees of the Madibeng Letupi Community Trust (the Trust), against the decision of the Limpopo Division of the High Court, Polokwane (the high court), whereby Naude AJ (Phatudi J concurring) set aside an order on appeal from the Magistrate's Court for the District of Molemole, held at Morebeng (the magistrate's court). The Trust was the registered owner of Portion 6 of the Farm Kalkfontein 812, Registration Division L.S, Limpopo Province (the farm). The respondents, Messers Herman Letsoalo, Seja Letsoalo and Frans Ramotihane, were neither the trustees nor beneficiaries of the Trust. The Trust had for some time allowed the respondents to graze their livestock on the farm subject to payment of a grazing fee and other related charges.

The appellants, contending that the respondents had in breach of the grazing agreement failed to pay the grazing fee and other related charges, launched proceedings in the magistrate's court against the respondents for, inter alia, the eviction of the respondents' livestock from the farm. The crisp issue in this matter was whether the respondents had established a right entitling them to graze their livestock on the farm belonging to the appellants.

The SCA found that it was apparent from the pleadings that the respondents had a right to graze their livestock on the appellants' property with the appellants' consent. It was not alleged by the appellants that they had terminated the respondents' right to graze their livestock. Thus, at least at the time that the application was launched, there was still a valid oral agreement between the parties in terms of which the respondents were allowed to graze their livestock on the farm. The SCA held that the agreement was not unequivocally cancelled before the appellants launched the application for eviction. Thus, this right had not been terminated. In view of all the foregoing, the appeal fell to be dismissed, with costs.

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