THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

JUDGMENT

Case No: 933/2013
Reportable

In the matter between:

WT **FIRST APPELLANT**

WT NO **SECOND APPELLANT**

GT NO **THIRD APPELLANT**

and

KT **RESPONDENT**

Neutral citation: *WT & others v KT* (933/2013) [2015] ZASCA 9 (13 March 2015)

Coram: Lewis, Bosielo, Pillay, Mbha JJA and Mayat AJA

Heard: **18 February 2015**

Delivered: **13 March 2015**

Summary: Discretionary Family Trust**–** whether trust assets form part of the joint estate of parties married in community of property.

ORDER

On appeal from Gauteng Local Division, Johannesburg (Lamont J sitting as court of first instance):

(a) The appeal is upheld with costs, save for costs attendant upon the preparation of the record for the purposes of the appeal.

(b) The order of the court a quo is set aside and substituted with the following order:

'(i) It is declared that the assets of the [W T] trust with Master's reference number IT11246/1999, established in October 1999 do not form part of the joint estate of the parties.

(ii) The action in this matter is postponed sine die to enable the value of the joint estate of the parties to be determined.

(iii) The defendant is directed to pay the plaintiff's costs as well as the costs of the trust.'

JUDGMENT

Mayat AJA (Lewis, Bosielo, Pillay, Mbha JJA concurring)

[1] The crisp issue in the present appeal, brought with the leave of the court a quo, is whether or not assets of a discretionary family trust can be regarded as part of the assets of the joint estate of parties married in community of property.

Pertinent background to proceedings

[2] W T (the plaintiff in the court below and the first appellant), who was married to K T (the defendant in the court below and the respondent) in community of property on 6 October 2001, instituted an action in the Gauteng Local Division of the High Court against K T in January 2010, claiming a

decree of divorce as well as ancillary relief. Whilst K T did not oppose the decree of divorce sought by her husband, she filed a counterclaim relating to the extent of the assets of their joint estate. Both W T and his brother (the third appellant), each cited *nomine officio* in their capacities as duly appointed trustees of a trust, were joined as parties to the counterclaim as the second and third defendants in reconvention respectively in the court below.

[3] K T's amended counterclaim was premised upon the contention that assets of a trust with Master's reference IT11246/1999 established in 1999 (the trust) formed part of her joint estate with W T. Specifically, the following averments were made in this regard in the counterclaim:

'5.5 The plaintiff [W T] deceived and made false representations to the defendant [K T], inter alia the plaintiff falsely represented to the defendant that the purchase of a dwelling . . . [for] the plaintiff and the defendant, would be registered in terms of a Trust to protect it from the plaintiff's business/es debtors and in terms of which both the plaintiff and the defendant would be beneficiaries, but proceeded to exclude the defendant from the Trust as a beneficiary and, from her 50% ("per centum") entitlement thereto in the joint estate in the event of a divorce.'

It was further averred in the amended counterclaim that:

'8. The defendant pleads that for the purposes of determining the assets in the joint estate the assets of the Trust <u>*alternatively*</u> the prior matrimonial home . . . registered in the name of the Trust fall to be included in the joint estate as:

8.1 The Trust was established as the alter ego of the plaintiff [W T] in that:

8.1.2 Plaintiff had no true intention to establish the Trust as an entity separate from him and the joint estate;

8.1.3 Plaintiff effectively *de facto* controlled the . . . Trust, having regard to the terms of the Trust Deed and the manner in which the affairs of the Trust were conducted;

8.1.4 Plaintiff regarded the Trust as a financial vehicle whereby he and the joint estate could amass his own wealth and obtain a financial advantage for himself and the joint estate;

8.1.5 Plaintiff, but for the Trust would have acquired and owned the assets of the Trust in the joint estates' name;

8.1.6 Plaintiff regarded the Trust as a financial vehicle for his and the joint estates' benefit.

8.2 Plaintiff is and always has controlled the Trust, having regard to the terms and the manner in which Trustees conducted themselves and affairs of the Trust.

9. In the premises, the Trust was and is in reality no Trust at all, the assets forming part of the Plaintiff's estate and thereby the joint estate.'

[4] The court below (Lamont J) determined the counterclaim as a separated issue in the context of the divorce action. More specifically, the court a quo granted an order in the following terms in relation to the separated issue on 19 of September 2013:

'1. The joint estate includes the assets of the [W T] Trust.
2. The action is postponed sine die to enable the value of the joint estate to be determined.
3. Any party requiring the Order in 2 to be reconsidered should within 7 days of the date hereof deliver a notice declaring such hearing on a date to be arranged.
4. The Plaintiff is to pay the Defendant's costs including the costs of the claim against the [W T] Trust.'

Paragraph 1 of this order constitutes the subject matter of the present appeal.

Relevant evidentiary framework

[5] On the basis of the evidence of both W T and K T, the circumstances surrounding the development of their relationship and the establishment of the trust by W T were largely common cause. During March 1996 W T met K T, a mother of two daughters from a previous marriage. He was a bachelor at the time and she was in the process of getting divorced from her previous husband. W T was employed by RPP Developments (Pty) Ltd (RPP) as a project manager, whilst K T was employed as a store manager by the Foschini Group.

[6] In the middle of 1997, K T and W T moved in together in a house he was caretaking for RPP. W T subsequently identified an immovable property in Ormonde Street, Bryanston (the property) as a good investment. The trust purchased the property in October 1999 and the property was subsequently

registered in the name of the trust in February 2000. W T and K T (who were still not married at that stage) then took occupation of the property in February 2000 and lived together on the property for almost ten years until October 2009. There was no formal agreement between them and the trust relating to their occupation of the property, but it appeared from the evidence that they lived on the property, free of any consideration.

[7] W T had created the trust in terms of a written trust deed dated 4 October 1999, apparently on the advice of his father. A trust deed concluded at the time reflected W T's father as the founder of the trust. It was also stipulated in the preamble to the trust deed that W T's father had created the trust by way of a donation to the trustees of the trust for the benefit of income and capital beneficiaries (as defined) subject to the terms and conditions laid down by the founder which were incorporated in the trust deed. In terms of letters of authority issued by the Master of the High Court in November 1999, W T and his brother were both appointed as the trustees of the trust. They remained the only trustees of the trust since inception.

[8] The capital beneficiaries of the trust were defined in terms of clause 1.2 (b) of the initial trust deed as beneficiaries selected by the trustees from the ranks of the children of W T; the legal descendants of such children; any trust created for any such beneficiaries; and the testate or intestate heirs of W T if none of the said beneficiaries were alive at the vesting date of the trust.

[9] In due course, after W T instituted a divorce action against K T, he also procured the amendment of the trust deed in February 2010 in relation to the defined beneficiaries of the trust. On the basis of such amendment, W T and his brother remained as trustees of the trust.

[10] The purchase consideration of the property by the trust was R500 000. The acquisition was financed by a loan in the sum of R400 000 from Standard Bank of South Africa Limited (Standard Bank) to the trust. The balance of the purchase price in the sum of R100 000 as well as transfer costs in a sum of approximately R50 000, were lent to the trust by W T. Whilst K T testified that

she had contributed to the deposit for the property during 1999, she also confirmed in her evidence that she had only contributed the limited amount of about R7 900 in the preceding year (1998) to W T for their joint living expenses at the time. Be that as it may, the loan from Standard Bank to the trust was secured with a mortgage bond registered against the property. W T, who was still unmarried at the time, also bound himself as surety for the obligations of the trust to Standard Bank. The further loan from W T to the trust was interest free, unsecured and with no fixed repayment dates.

[11] W T commenced business for his own account during 1998. For this purpose, he initially established a company named Blue Lake Developments (Pty) Ltd (BLD), which was involved in project management for property developments. He subsequently established two affiliated companies. The shares in all these companies were held by the trust.

[12] After W T's father died in September 2000, W T and his brother inherited a sum of approximately R1 million each from their father's estate in early 2001. W T, who was still not married to K T at the time, used approximately R350 000 of his inheritance to settle the loan from Standard Bank to the trust. He placed the balance of his inheritance in an interest bearing market-linked account in the name of BLD. Even though the indebtedness of the trust to Standard Bank was settled in full in early 2001 by W T, he indicated in his testimony that he did not cancel the mortgage bond registered against the property. It was accordingly on record that after the institution of divorce proceedings by W T against K T, the bond from Standard Bank was increased to some R2,4 million, apparently on the basis of W T's loan account with the trust.

[13] K T indicated in her testimony that she was given to understand that the property was registered in the name of the trust solely with a view to protecting the property from W T's business creditors. She accordingly repeatedly referred to the property in her evidence as 'our house'. Whilst she admitted that she always knew that there was a trust, she suggested at one stage that she did not know that the property was registered in the name of

the trust. At another stage in her evidence, she confirmed that W T had explained to her that the property would be owned by the trust. Be that as it may, she appeared not to dispute in cross-examination that the agreement of sale for the property was signed on behalf of the trust on 14 of October 1999. She further confirmed that she did not sign any documentation in relation to such sale.

[14] K T also asserted that she did not understand the notion of a trust. She indicated at one stage in her testimony that she had canvassed with W T at an unspecified date, her averred right to the property in the event that he predeceased her. At another stage in her testimony she indicated that she had simply assumed (apparently in the absence of any discussions with W T) that half the property was hers.

[15] Some five years after meeting and approximately two years after the property was acquired by the trust, W T and K T married each other on 6 October 2001 in community of property. No children were born of the marriage. From 1999 onwards they prospered, as W T procured lucrative contracts from various sources through the companies affiliated to him. He indicated in his testimony that he made 'an enormous amount of money' and did 'exceptionally well' from the very first year of his business until approximately 2013.

[16] After leaving the Foschini Group, K T was employed by Queenspark during 1997. She then worked for a company named Edufin (Pty) Ltd (Edufin) from 1999 until 2004, when she was retrenched. Apart from working for a very brief period as an estate agent in 2005, she was not employed from April 2004 until she separated from W T in 2009.

[17] W T controlled the joint estate during the course of the marriage. Over a period of some ten years until 2009, K T authorised W T to transfer funds from a banking account in her name to banking accounts controlled by him including accounts of BLD and the trust. Such funds from the account in her name included her salary on a monthly basis, bonuses, pension fund

payments, as well as the proceeds of a retrenchment package from Edufin and the proceeds of certain insurance policies.

[18] By all accounts, the joint estate controlled by W T enabled both K T and W T to live a comfortable life. To the extent that W T drew on moneys from the trust for their use, the joint estate received benefits from the trust during the course of their marriage. Moreover, as already indicated, they lived in the house on the property, without paying any rental to the trust. They also travelled to countries all over the world and took a 'gap year' travelling around South Africa when K T was not working. K T accordingly admitted in her testimony that W T looked after her well financially. In addition, she did not dispute that he had purchased various items for her use, including a motor vehicle during the course of their marriage.

[19] The affairs of the trust, W T, BLD and the other companies affiliated to W T were inextricably linked at all relevant times. W T described himself as the 'main breadwinner' of the trust. At one stage in his testimony, he explained the connection between himself, the trust and the companies affiliated to him thus:

> '. . . because I was working as a project manager . . . and I earned a high salary which paid the moneys into the trust account when it was needed and after I had a loan from the trust account, I paid the money back personally into the trust account. Therefore the trust gained, the beneficiaries gained, everybody gained.'

[20] Even though the documents on record reflected numerous transactions relating to the trust, including loans between W T and the trust, it appears that apart from some four resolutions, all dated 22 July 2012 (after divorce proceedings were instituted), W T and his brother did not pass any resolutions relating to the transactions on record. All the evidence also indicated that for all intents and purposes, W T's brother was supine in relation to the affairs of the trust. It appeared in these circumstances that the trust was managed exclusively by W T at all relevant times.

[21] K T calculated that she had 'contributed' the cumulative amount approximating R1 million to W T for their joint expenses over the course of their relationship. It was common cause that K T had transferred most of such funds after their marriage, and accordingly long after the property was acquired by the trust. K T conceded during cross-examination that the aggregate amount spent by her during the course of their marriage, exceeded the aggregate sum transferred by her husband out of the account in her name for the same period.

[22] The marriage between K T and W T has irretrievably broken down and they separated in October 2009. There is no reasonable prospect of any reconciliation.

The judgment of the court a quo

[23] Against this background, the court a quo accepted that as a consequence of representations made by W T to K T, she believed that their assets formed a unit, which they shared equally. As regards ownership of the property, on the basis of criteria taken into account by this court in *Standard Bank of South Africa Ltd & another v Ocean Commodities Inc & others*,[1] the trial court found that even though the trust was the registered owner of the property, it was effectively agreed between W T and K T that they would own the property equally as beneficial owners.

[24] In these circumstances, the court below found that the subsequent marriage in community of property constituted a continuation of an 'existing situation' between the parties. Moreover, the court took the view that the emotional and financial arrangement between the parties rendered K T's actual nomination as a beneficiary of the trust irrelevant in the circumstances. The court below accordingly held that K T and W T were considered to be beneficial owners of the property, even though they were not reflected as

[1] *Standard Bank of South Africa Ltd & another v Ocean Commodities Inc & others* 1983 (1) SA 276 (A) at 289E-H where Corbett JA found that two brothers who were not registered debenture-holders in a company, but held such debentures through nominees, were effectively beneficial owners of such debentures inter alia because they had provided the necessary capital for the acquisition of the shares and dividends declared on such shares were remitted to them.

beneficiaries of the trust. Furthermore, as regards the averment that W T had managed the trust as his alter ego, the learned judge found that W T had obviously structured his affairs through the trust (controlled exclusively by him) with a view to amassing wealth for no other person apart from himself.

[25] On the basis of the discretion exercised by this court in *Badenhorst v Badenhorst,*[2] the trial court further held that even though the parties were married in community of property, it had a discretion as to whether or not assets belonged to a particular party, and hence also whether such assets formed part of the assets of the joint estate. For all the reasons given, as already stated, the trial court found that the assets of the trust were in fact W T' s personal assets and accordingly formed part of the joint estate between W T and K T.

General legal framework

[26] The proprietary consequences of a marriage in community of property are trite: assets acquired by either spouse - irrespective of who acquired, purchased or earned the said assets - form part of the joint estate of the parties. It is also accepted in our law that the concept of a trust is strictly speaking *sui generis*.[3] Even though a trust is not a legal person in the same way as juristic entities such as companies are, beneficiaries of assets of trusts have notionally separate interests to trustees who control such trusts. On this basis, the statutory definition of a trust in terms of section 1 of the Trust Property Control Act 57 of 1988 (the Act) specifically contemplates the transfer of interest (or ownership) in property or assets to a designated person or class of persons as well as control of such property or assets by a trustee or trustees in accordance with the provisions of the governing trust instrument. Section 12 of the Act further provides that trust property does not form part of the personal property of a trustee, except to the extent that a trustee is entitled to such trust property as a beneficiary in terms of the applicable trust instrument.

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[2] *Badenhorst v Badenhorst* 2006 (2) SA 255; [2006] 2 All SA 363 (SCA).
[3] See *Commissioner for Inland Revenue v MacNeillie's Estate* 1961 (3) SA 833 (A) at 840G-H.

Legal issues on appeal

[27] In so far as the issues on appeal are concerned, the allegations made by K T in her counterclaim pertaining respectively to W T not having any true intention to establish the trust and the trust not being in reality a trust at all, were not pursued. Argument before this court was accordingly limited to the trial court's assessment of the factual basis for the following primary averments in the counterclaim:

(a) W T had deceived K T and had falsely represented to her that the property was to be registered in the name of the trust, purely with a view to protecting it from his business creditors; and

(b) The trust was established as the alter ego of W T inter alia by virtue of the fact that W T controlled the trust for his personal benefit with a view to amassing wealth only for himself.

Deceit and misrepresentation

[28] As I understand the averments in the counterclaim pertaining to deceit and misrepresentation on the part of W T at an unspecified date, it was contended that such deceit and misrepresentation effectively resulted in K T being excluded as a beneficiary from the trust. It was also suggested that W T had deceived her into believing that he would implement the consensus between the parties relating to beneficiaries of the trust. The difficulty with the case of K T in this respect is that there was no evidence whatsoever relating to the averred deceit or misrepresentation by W T in this regard, nor was there any evidence suggesting consensus between the parties relating to K T being a beneficiary of the trust. Therefore, it appears to me that there was no evidence of any representations relating to K T being a beneficial owner of the property prior to her marriage. It is also significant that, unlike the two brothers, who held shares through nominees in *Ocean Commodities*,[4] K T did not provide the necessary capital for the acquisition of the property. To the

[4] *Standard Bank of South Africa Ltd v Ocean Commodities Inc* fn 1 above.

contrary, she benefitted from use of the property before she married W T, and the joint estate subsequently benefitted from the joint use of the property after the marriage, free of any consideration at both stages.

[29] Similarly, there was no factual basis for the further averment that W T deceitfully took steps to preclude K T from her entitlement to 50 per cent of the joint estate in the event of a divorce. This is particularly so as W T was not married to K T when the trust was created and his conduct could hardly have been motivated by the implications of a future divorce, as suggested. A further difficulty from K T's perspective is that she testified both that she understood that she would be a 50 per cent owner of the property upon divorce and also that W T misrepresented to her that she would get 50 per cent of the value of the property upon divorce. These averments are not consistent and K T did not present evidence to corroborate either.

[30] It is also significant that notwithstanding K T's evidence that she assumed that she and W T were equal owners of the property and her further evidence that she was led to believe that she was an equal owner in the property, the de facto ownership of the property by the trust was not really in dispute before the court below. Moreover, the further suggestion that W T represented to K T that she would be a beneficiary of the trust is not corroborated by any of the trust documentation on record. This suggestion is also rendered improbable given the undisputed evidence of W T pertaining to the establishment of the trust on the advice of his father prior to the marriage.

Looking behind the veneer of the trust

[31] As regards averments pertaining to 'looking behind' the veneer of the trust as the alter ego of W T, the legal principles in this respect have in essence been transplanted from the arena of 'piercing the corporate veil'.[5] In

[5] To the extent that it is relevant in this context, Binns-Ward J correctly noted in *Van Zyl NNO & another v Kaye NO* 2014 (4) SA 452 WCC para 16, that there is often a conflation of the notion of proving that a trust is a sham (in the sense that it does not really exist) and 'going behind' the trust form, where there is a valid trust. The notion of a trust being a sham is premised upon not recognizing the trust, whilst the 'looking behind' a trust veil, implicitly recognizes the validity of a trust in the legal sense, but challenges the control of the trust concerned.

the latter context, courts are empowered to disregard the legal fiction of separate corporate personality in suitable or appropriate circumstances. Similarly, as Cameron JA noted in this court in *Land and Agricultural Bank of South Africa v Parker & others*,[6] if the trust form is 'debased', justice would dictate that the veneer of the trust be pierced in the interests of creditors. By analogous reasoning, unconscionable abuse of the trust form through fraud, dishonesty or an improper purpose will justify looking behind the trust form.

[32] Even if one accepts in the present case that the trust form cannot be separated from the personal affairs of W T, and even if one accepts further that W T did not act jointly with his brother in relation to affairs of the trust,[7] as contemplated in the trust deed, there is no legal basis for contending that either W T or his brother, as trustees of the trust, owed any fiduciary responsibility to K T. This is simply so as K T did not qualify as a defined beneficiary of the trust at any stage, nor was there any evidence that she had transacted with the trust as a third party at any stage before or after her marriage to W T.

[33] Significantly, the dicta of Cameron JA in *Parker* pertaining to the importance of maintaining the functional separation between control (by trustees) and enjoyment (by beneficiaries) in family trusts, are premised upon the interests of third parties, who transacted with the trust.[8] K T is neither such a third party nor does she qualify as a beneficiary of the trust. To the extent that it is relevant in this context, I also agree with Cameron JA that the frequent absence of the suggested dichotomy of control and enjoyment in family trusts may require legislative attention prescribing oversight by an independent outsider, with a view to ensuring adequate separation of control from enjoyment of trust affairs in every case. However, even if one accepts that courts can invoke the suggested supervisory powers to ensure that trusts function 'in accordance with the principles of business efficacy, sound

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[6] *Land and Agricultural Bank of South Africa v Parker & others* 2005 (2) SA 77, [2004] 4 All SA 261 (SCA).
[7] As envisaged in *Niewoudt and Another NNO v Vrystaat Mielies (Edms) Bpk* 2004 (3) SA 486 (SCA) para 16 quoted by Cameron JA in *Parker* para 15.
[8] Para 37.1.

commercial accountability and the reasonable expectation of outsiders who deal with them',[9] for the reasons given, K T has no standing to challenge the management of the trust by her husband in the circumstances of the present case, either as a beneficiary of the trust or as a third party, who transacted with the trust.[10]

[34] In these circumstances, there was no factual or legal basis for the further finding by the court a quo that the trust was simply a continuation of the previous situation between the parties. W T and K T never owned the property in equal shares prior to the marriage, nor was it established on the probabilities that they ever concluded any agreement relating to the purchase of the property. Moreover, notwithstanding suggestions to the contrary, it was common cause that W T had procured the establishment of the trust as well as the purchase of the property prior to his marriage to K T, without the participation of K T and without any significant financial contribution from K T.

[35] The trial court's reliance upon *Badenhorst* to suggest that the court's discretion played a role in determining whether assets belonged to a particular party is also misdirected. This is primarily so as a significant distinguishing factor between the present matter and *Badenhorst* is simply that the latter case related to the determination of a redistribution of assets in terms of s 7(3) of the Divorce Act of 1979 (the Divorce Act) for a marriage out of community of property. Therefore, whilst both cases related to discretionary family trusts, it is pertinent in relation to *Badenhorst* that s 7(3) of the Divorce Act vests a wide discretion in courts making a redistribution order in relation to a marriage out of community of property. In contrast, when assessing the proprietary consequences of a divorce following a marriage in community of property, as in the present case, the court is generally confined merely to directing that the assets of the joint estate be divided in equal shares. The court concerned with a marriage in community of property accordingly has no comparable discretion as envisaged in s 7(3) of the Divorce Act to include the assets of a

[9] As stated by Cameron JA in *Parker* para 37, where the learned judge refers to comments by Coppenhagen J in *Vrystaat Mielies*.
[10] In para 37.1 of *Parker*, Cameron JA specifically premised his suggestions pertaining to trusts on the basis of safeguarding the interests of third parties, who transact with trusts.

third party in the joint estate. In any event, s 12 of the Act specifically recognizes in this context that trust assets held by a trustee in trust, do not form part of the personal property of such trustee as a matter of law.

[36] In effect, what the court below did amounted to a transfer of the trust's assets to the joint estate. It did so without considering the legal implications of a court order in this respect on creditors of the trust such as Standard Bank. Indeed, it is arguable in this context whether even the wide discretion of the court envisaged in s 7(3) of the Divorce Act, incorporates the discretion simply to 'transfer' ownership of trust assets, rather than merely including the value of trust assets as part of the personal estate of a trustee on the basis of piercing the corporate veil.[11]

[37] Finally, it is my view in this context that the court below erred in giving any weight to evidence relating to 'contributions' made by K T from time to time to banking accounts controlled by W T during the course of their marriage. The fundamental misdirection in this regard is simply that W T and K T had one joint estate pursuant to their marriage in community of property. Thus, even moneys in a bank account in her name obviously formed part of the joint estate. Therefore, her testimony pertaining to her monetary contributions to W T were as irrelevant as W T's inconsistent evidence relating to the manner in which he sought to allocate her financial 'contributions' from time to time. In the final analysis, any empathy for K T`s case must in my view necessarily be coloured by the legal consequences of the election she had made with respect to her marital regime.

Conclusion

[38] For all the reasons given, the appeal against the declaratory order made by the court a quo relating to assets of the trust must be upheld.

Costs

[39] As regards costs, counsel for the appellants conceded at the hearing of the appeal that the appellants' attorneys had not properly complied with the

[11] See the comments in this respect in the recent decision of Alkema J in *RP v DP & others* 2014 (6) SA 243 ECP para 35.

rules of this court, inter alia by failing to cross-reference the record of the appeal. As such, even though the appellants in this matter have been successful, it is appropriate to limit the costs order, which follows in favour of the appellants.

Order

[40] Based on the aforegoing, the following order is made:

(a) The appeal is upheld with costs, save for costs attendant upon the preparation of the record for the purposes of the appeal.

(b) The order of the court a quo is set aside and substituted with the following order:

'(i) It is declared that the assets of the [W T] Trust with Master's reference number IT11246/1999, established in October 1999 do not form part of the joint estate of the parties.

(ii) The action in this matter is postponed sine die to enable the value of the joint estate of the parties to be determined.

(iii) The defendant is directed to pay the plaintiff's costs as well as the costs of the trust.'

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H Mayat

Acting Judge of Appeal

Appearances

For the Appellants: T Strydom SC

Instructed by:

Louis Benn Attorney, Johannesburg
Wessels & Smith, Bloemfontein

For the Respondent: A P Allison
Instructed by:
RMB Wands Attorneys & Conveyancers, Johannesburg
Bezuidenhouts Attorneys, Bloemfontein