



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

14 November 2022

SIGNATURE

DATE

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

CASE NUMBER: 18553 / 2022

In the matter between :

ZIMASA STELLA IGINLA (BORN NDAMASE)

First Applicant

JOSHUA LASISI IGINLA

Second Applicant

and

KURT ROBERT KNOOP N.O.

First Respondent

TASNEEM SHAIK MOHAMMED

Second Respondent

ZAHEER CASSIM

Third Respondent

THAMSANQA EUGENE MSENGU

Fourth Respondent

REGISTRAR OF DEEDS

Fifth Respondent

PARK VILLAGE AUCTIONS

Sixth Respondent

AND

CASE NUMBER: 23683 / 2022

In the matter between :

KURT ROBERT KNOOP N.O.	First Applicant
TASNEEM SHAIK MOHAMMED	Second Applicant
ZAHEER CASSIM	Third Applicant
THAMSANQA EUGENE MSENGU	Fourth Applicant

and

ZIMASA STELLA IGINLA (BORN NDAMASE)	First Respondent
JOSHUA LASISI IGINLA	Second Respondent
REGISTRAR OF DEEDS FOR THE PROVINCE OF GAUTENG, PRETORIA	Third Respondent

This Judgment was handed down electronically by circulation to the parties' and or parties representatives by email and by being uploaded to CaseLines. The date and time for the hand down is deemed to be 14 November 2022

JUDGMENT

M Snyman, AJ

Introduction

[1] The above two applications came before me. I will call herein the “main application” was brought under case number 18553/2022 by Mr. and Mrs. Iginla, generally for declaratory relief. The liquidators of a company known as Supreme National Stock (SNS) Holdings (Pty) Ltd (in liquidation) (“SNS”)

brought a conditional counter application in terms of the provisions of Section 26 of the Insolvency Act of 1936. The liquidators also seek confirmation of a rule nisi granted against Mr. and Mrs. Iginla.

[2] By agreement between the parties I am requested to first deal with the application under case number 18553 / 2022, before dealing with the second application as it is determinative of what I should do in the second application. This approach seems logical.

[3] As already indicated, the second application under case number 23683/2022 was brought by the liquidators of SNS. An interim interdict was granted by this court on 17 May 2022 on the terms as set out in the notice of motion. The return date was duly thereafter extended to 3 October 2022.

[4] In the matter under case number 18553/2022 (the main application) the following relief is sought:

- “1. That the agreement that the Applicants made with the first to fourth respondents to hand over to Supreme National Stock (SNS) Holdings (Pty) Ltd the immovable property situate at Portion 1 of Erf 202 Sandown Extension 24 Township in Gauteng and held by Deed of Transfer T54388/2019 and a Motor Vehicle viz a Range Rover Sport with VIN SALWA2AK3KA425544 and Registration Number: “JB 81 DL GP” is declared unlawful or null and void;*
- 2. That the cancellation of the Power of Attorney signed by the Applicants to one MUSTUFA MOHAMED (acting on behalf of the first to fourth respondents) to deal with the aforementioned properties as described, is upheld;*
- 3. That the Possession of the said Properties as described be returned to the Applicants with immediate effect;*
- 4. An order for costs on attorney and client scale.”*

[5] In the counter application (Case Number: 23683/2022) the liquidators of SNS seeks a conditional order on the premise that the main relief is granted in favour of Mr. and Mrs. Iginla. In this application the following relief is sought:

“(a) That the transaction in terms of which Supreme National Stock Holdings Proprietary Ltd (in liquidation) (hereinafter referred to as “Supreme National”) paid for the acquisition of the immovable property situated at Portion 1 of Erf 202 Sandown Extension 24 Township, Gauteng held by Deed of Transfer T54388/2019 (hereinafter referred to as “the immovable property”) and in terms of which the immovable property was transferred to and registered in the names of the First and Second Applicants jointly, be and is hereby set aside as a disposition by Supreme National not made for value as contemplated in terms of section 26(1) of the Insolvency Act 1936;

(b) That the Applicants be and are hereby directed to forthwith restore possession and give delivery of the immovable property to the First to Fourth Respondents;

(c) That it be and is hereby declared that the First to Fourth Respondents are entitled to deal with the immovable property as an asset of Supreme National;

(d) That the Applicants be and are hereby directed to forthwith sign all such documents as may be necessary to enable the sale and transfer of the immovable property to a third party purchaser;

(e) That in the event of the Applicant is failing to within twenty days of the issue of this order sign all such documents as are necessary to sell and transfer the immovable property to a third party purchaser, the Sheriff of this Court or his Deputy be and is hereby directed and authorised to sign such documents;

(f) That the transaction in terms of which Supreme National paid for and caused delivery and transfer of ownership of a Rain River Sport motor vehicle with

registration number JB 81 DL GP (herein after referred to as the “the motor vehicle”) to the First Applicant be and is here by set aside as a disposition by Supreme National not made for value as contemplated in section 26(1)(b) of the Insolvency Act;

(g) That the first Applicant be and is here by directed to forthwith upon the issue of this order give position and delivery of the motor vehicle to the First to Fourth Respondents;

(h) That it be and is hereby declared that the First to Fourth Respondents are entitled to deal with the motor vehicle as an asset of Supreme National;

(i) That the First Applicant be and is hereby directed to forthwith upon the issue of this order sign all such motor vehicle registration and/or transfer documents as may be necessary to enable the First to Fourth Respondents to you sell and give delivery of the motor vehicle to a third party purchaser;

(j) Should the First Applicant fail to sign the documents mentioned in paragraph (i) above, then any one of the First to Fourth Respondents be and is hereby authorised and mandated to sign such documents as may be necessary to cause the registration of the motor-vehicle in the name of a third-party purchaser;

(k) In the alternative to the relief of set forth in paragraphs (a) to (j) above and in the event of such relief not being granted, the matter is referred to trial for purpose of determining whether the applicants will be and justly rich at the expense of Supreme National in the event of the Applicants retaining position and ownership of the immovable property and the motor vehicle and are liable to pay compensation to Supreme National in respect of such and just enrichment;

(l) That the Applicants be and are hereby directed to jointly and severally pay the costs of this Conditional Counter-Application;

(m) That the First to Fourth Respondents be granted further or alternative relief.”

[6] In the matter under case number 23638 / 2022 the interim relief was granted in the following terms on 17 May 2022:

“1 That a rule nisi, with return date 19 July 2022, be and is hereby issued calling upon the Respondents or any other interested person to show cause, on the return date if any, why the following order should not be made final:

*1.1 That pending the final determination of the application pending in this court under Case Number: 18553/2022, the First and Second Respondents be and is hereby interdicted and prohibited from alienating, encumbering or dealing in any manner whatsoever with the immovable property situated at and described as **PORTION 1, OF ERF 202, SANDOWN, EXTENSION 24 TOWNSHIP, GAUTENG, held by DEED OF TRANSFER T54388/2019** by the First and Second Respondents;*

1.2 That the Third Respondent be and is hereby directed to endorse the abovementioned Deed of Transfer T54388/2019 pertaining to the immovable property with an order set forth in the above paragraph;

1.3 That the First and Second Respondents be and are hereby directed to pay the costs of this application jointly and severally.

2 That pending the final determination of this application, the order set forth in paragraphs 1, 1.1 and 1.2 shall operate as an interim order with immediate effect;”

[7] Only confirmation of the latter order is sought despite what is to happen to the main application and counter application and despite the outcome thereof.

Brief Background and facts

- [8] Mrs. and Mr. Iginla are married to each other and are described in the affidavits as *“a prophet and my husband a pastor; we are both leaders of the religious organizations Royal Champions Assembly and Joshua Iginla Ministries with branches in different parts of Africa, Europe and the United States”*.
- [9] To a large extent the facts of the applications are common cause. In an alternative prayer in the “counter application” referral to trial is sought seemingly because it would be unwise to determine a claim for enrichment in application procedure.
- [10] Mr Sepheka for Mr. and Mrs. Iginla conceded that no dispute of fact arose in these matters. The dispute according to Mr Sepheka turned on legal issues. That concession was correctly made. However, I do not need to deal with this issue due to the view I take of this matter.
- [11] It is not disputed that SNS conducted a pyramid scheme which was the source of the amounts paid to or on behalf of Mr. and Mrs. Iginla and from which the Range Rover Motor vehicle was brought and referred to below.
- [12] It is furthermore common cause that the business of SNS was conducted by Mr. and Mrs. Sibiya who were the directors thereof and who were members of the congregation lead by Mr. and Mrs. Iginla.
- [13] It is common cause that an amount of R 8,5 million was paid by SNS to a transferring attorney who registered the immovable property in the names of Mr. and Mrs. Iginla on 30 August 2019.

- [14] It is also common cause that the a further R1 496 834.99 was paid by SNS in respect of a Range Rover registered in the name of and delivered to Mrs. Iginla in 11 June 2019.
- [15] SNS was wound up on 24 July 2020 by the High Court in Pietermaritzburg.
- [16] It is claimed by Mr. and Mrs. Iginla that SNS made these payments as religious donations to them. I have no basis not to accept this statement. It is not clear whether it is claimed that the donations were made to the Church, a separate legal entity of to Mr. and Mrs. Iginla personally, however I do not think anything turns on this.
- [17] It is also common cause that neither SNS or Mr. and Mrs. Sibiya received any tangible value in turn for the donation, except “some spiritual value” which cannot be valued in any monetary terms.
- [18] It is not clear what spiritual or religious value can be received by a legal entity, but as a result of the view I take of the matter, I need not make any finding in that respect.
- [19] The liquidators arranged an enquiry in terms of the provisions of section 417 and 418 of the 1973 Companies Act and delivered subpoenas to Mr. and Mrs. Iginla to appear at the enquiry.
- [20] During the insolvency enquiry an agreement was reached that Mr and Mrs would pay the amounts of R8,5 million and R1,1 million to the liquidators to retain the properties. This is not disputed. However, Mr. and Mrs. Iginla argue that the agreement was null and void for a number of other reasons.

- [21] The first argument made in court and on the papers is clear. It is based on the fact, as I understood it, that the agreement to repay what had been received to the liquidators was invalid and void ab initio as the agreement was reached at a section 417/418 enquiry. The argument is that the purpose of such meeting is not to reach such agreements and therefore it is invalid and void ab initio.
- [22] The second argument was that the advice from the legal representative of Mr. and Mrs. Iginla was wrong in law, and that their legal representative (Mr Dexter Selepe) threatened them that they could land up in prison if such agreement is not reached. The argument, as I understand it is, that due to the wrong advice or even the threats of incarceration by their own attorney, the agreement is invalid. If that is correct, and without making any finding on the merits of these allegations, the claim in my view on the face of it, lies against that attorney.
- [23] It was further argued by Mr Sepheka, counsel for Mr and Mrs Iginla, that the provisions of section 26 of the Insolvency Act of 1936 (hereinafter only referred to as the "Insolvency Act") must be read as to be limited by the Constitution guaranteeing religious freedom to exclude such donations made for that purpose. As a result, the agreement is invalid as such donations impacts on the rights to religious freedom as protected in the constitution.
- [24] In support of this argument reference, in comparison, was made to the Charitable Donation Protection Act 1998 applicable in the United States of America. The argument, was simply that, having regard to such legislation and despite it not being applicable in South Africa, it shows that the right to

religious freedom in our legislation is infringed upon or limited by section 26 which grants the right to reclaim dispositions without value and as such section 26 is unconstitutional or should be read down to exclude such donations.

[25] The further argument as I understand it, was that the liquidators overreached by using the provisions of section 417/418 to obtain the attendance of persons who are engaged in purely religious activity to appear at the enquiry.

[26] At no stage earlier did Mr and Mrs Iginla attack the validity of the insolvency enquiry held in terms of sections 417 and 418, as referred to above, nor do they seek that the enquiry be set aside in any way or form.

[27] Mr and Mrs Iginla attended at the enquiry on 3 August 2021 and reached an agreement assisted by their then attorney. The agreement was that an amount of R8,5 million would be paid to the liquidators and an amount of R1,1 million would be paid in respect of the Range Rover vehicle by paying the amounts in installments, the last amount to be paid by December 2021.

[28] On 28 September 2021 Mr and Mrs Iginla approximately two months after the enquiry was held whereat the agreement referred to was reached and through their then attorney, indicated that they would not be able to make payment in terms of the agreement and would deliver the immovable property and the Range Rover to the liquidators. This is not disputed.

[29] The Range Rover vehicle was delivered to the liquidators and on 18 October and a power of attorney to sign all documents necessary to give transfer of

the immovable property to a third party was signed in Nigeria and was given to the liquidators.

[30] Thereafter and on 25 January 2022 the liquidators were informed by Mr and Mrs Iginla that the mandate and power of attorney was terminated. The liquidators regarded this as a repudiation of the agreement which was not accepted.

[31] The liquidators in any event is of the view that the property or the value is to be returned as the transaction (donation) is a disposition without value in terms of section 26 of the Insolvency Act. In the light of the conclusion I have come to, I do not need to make a finding on this issue.

[32] Before however dealing with the defenses raised, it must be determined whether the Constitutional Issue was properly raised in the papers.

Constitutional issue

[33] The Constitutional Issue is raised in paragraph 4 of the answering affidavit under case number 23683/2022 and in paragraph 9 of the founding affidavit filed in case number 18553/2022.

[34] In neither matter is Section 26 of the Insolvency Act or any part thereof sought to be declared invalid or unconstitutional. It is simply stated in case number 23683 that:

“More importantly, we argue that religious donations are an act of worship protected by the Constitutional provision of freedom of religion and therefore not subject to liquidation process is.”

Reference is then made to the affidavit filed in case number 18553/2022.

[35] In case number 18553/2022 the issue is raised as follows:

“It is my submission that the liquidators and their attorneys abused the relevant legislation in summoning us to this enquiry and in the process violated our constitutional rights to freedom of religion and worship. In many churches, including our own, making donations to the church is held as an act of worship in obeying God’s commandment. The church cannot restrain people from giving nor can it be expected to screen church members form before accepting their donations just in case they later become insolvent. It is for this reason in countries like the USA specific laws were made to protect the church donations from creditors who sought to attach church property following the bankruptcy of members who are don’t nations who made the nations to the church. Perhaps it is time we had such las as well.”

[36] I am not called upon the make laws and do not have the authority to do so. It seems also that no claim is made that the religious rights of Mr and Mrs Sibanda or that of SNS are being infringed upon.

[37] The fact that the United States of America made legislation to the effect that certain portions of, or the whole of a religious donation, is excluded from being reclaimed in the event of insolvency can hardly be said to be indicative of the unconstitutionality of the provisions of section 26 of the Insolvency Act or that a donation of a religious nature could not be reclaimed. In my view, at best, it may be indicative of some different policy decision in that country.

- [38] From the foregoing it is clear that the issues, even if properly raised, do not properly raise a Constitutional Issue. There was simply no attempt to even set out how the legislation, whether it be sections 26 or 417 or 418, infringes on the rights of Mr and Mrs Iginla, Mr and Mrs Sibanda, SNS or the church, which seems to be a separate legal entity to Mr and Mrs Iginla.
- [39] The affidavits in motion proceedings sets out the disputes between the parties and the evidence in that respect.¹
- [40] Even on a procedural level, all interested parties were not joined and not notified in terms of rule 16A of the Uniform rules of court. Simply put the issue was not properly raised.
- [41] However, even if I am wrong in this regard, the matter in my view is to be determined on a different level.

Legal Framework

- [42] First of all, Section 26 of the Insolvency Act place no limit on the type of or reason for the disposition. As I understand it, it is simply to be determined whether there has been as disposition and secondly whether the insolvent entity received no value.
- [43] Section 26 reads as follows:

“1. Dispositions without value

(1) Every disposition of property not made for value may be set aside by the Court if such disposition was made by an insolvent—

¹ *Prokureursorde van Transvaal v Kleynhans* 1995 (1) SA 839 (T); *Imprefed (Pty) Ltd v National Transportation Commission* 1993 (3) SA 94 (A) at 107H

(a) more than two years before the sequestration of his estate, and it is proved that, immediately after the disposition was made, the liabilities of the insolvent exceeded his assets;

(b) within two years of the sequestration of his estate, and the person claiming under or benefited by the disposition is unable to prove that, immediately after the disposition was made, the assets of the insolvent exceeded his liabilities:

Provided that if it is proved that the liabilities of the insolvent at any time after the making of the disposition exceeded his assets by less than the value of the property disposed of, it may be set aside only to the extent of such excess.

(2) A disposition of property not made for value, which was set aside under subsection (1) or which was uncompleted by the insolvent, shall not give rise to any claim in competition with the creditors of the insolvent's estate: Provided that in the case of a disposition of property not made for value, which was uncompleted by the insolvent, and which—

(a) was made by way of suretyship, guarantee or indemnity; and

(b) has not been set aside under subsection (1),

the beneficiary concerned may compete with the creditors of the insolvent's estate for an amount not exceeding the amount by which the value of the insolvent's assets exceeding his liabilities immediately before the making of that disposition.”

[my emphasis]

[44] In the Insolvency Act, disposition means:

“any transfer or abandonment of rights to property and includes a sale, lease, mortgage, pledge, delivery, payment, release, compromise, donation or any contract therefor, but does not include a disposition in compliance with an order of the Court; and “dispose” has a corresponding meaning”.

[45] It is clear that a donation qualifies under the Insolvency Act as a “disposition”.

[46] It should also be determined what “value” means in this section. In *Estate Wege v Strauss*² the Appeal Court as it then was, dealt with the provisions of s 24 of

² 1932 AD 76

the previous Insolvency Act 32 of 1916. For present purposes the provisions of the 2016 Act did not differ from those of s 26(1) of the 1936 Act in any material respect. In that matter the court had to determine whether payments made to a bookmaker while the person making the payments was insolvent, were dispositions without value.

[47] The court, after saying that the word 'value' in the provisions in question carried no technical meaning and could therefore only mean value in the ordinary sense of the word, stated at 84:

“The object of sec. 24 is not to prevent a person in insolvent circumstances from engaging in the ordinary transactions of life, but to prevent a person from impoverishing his estate by giving his assets away without receiving any present or contingent advantage in return.”

[48] In the matter of *Strydom N.O. and Another v Snowball Wealth (Pty) Ltd and Others*³ the supreme court of appeal found that a disposition not made for value, means for no value at all.

[49] It was conceded by counsel for Mr and Mrs Iginla that SNS, the insolvent company, did not receive any value for such donations be it religious or any other form of value. It is however doubtful if, even if SNS was not a corporate entity but a natural person, whether it can be argued that it received value for the disposition. Any value their might have been received is some religious value, which I will not in this judgment try to define, if it is at all possible of definition.

³ 2022 (5) SA 438 (SCA)

- [50] The simple issue is that a company being a legal entity cannot have feelings, a religion and cannot receive as such any religious “value” made as a result of the donation or disposition. The concession seems therefore to have been correctly made.
- [51] The claim by the liquidators is, in the conditional counter application, that the provisions of section 26 of the Insolvency Act are applicable. It was common cause that the donation of the Range Rover and the transfer of the property was made within 2 years before SNS was placed in liquidation. The onus was on Mr and Mrs Iginla to place facts before court that SNS was not insolvent immediately after the disposition/donations were made. No facts are however placed before court in respect of the financial position of SNS. The only facts and which are common cause, are that the business of SNS was conducted as a pyramid scheme and therefore illegal.
- [52] Prima facie, the liquidators are correct. The answer to the disputes in my view however lies in a different issue.
- [53] The original agreement was to pay the agreed amounts of R8,5 million and R1,1 million to the liquidators. It is common cause that the agreement could not be fulfilled and as a result a new agreement was reached.
- [54] Due to the fact that the original agreement reached at the enquiry to pay the amounts to the liquidators in instalments, a new agreement was reached. In terms thereof, the Range Rover was delivered to the liquidators and a power of attorney was signed to put the liquidators in a position to sell the property to a third party and to retain the proceeds, no matter what may be obtained from

such sale. The attack on the agreement reached at the insolvency enquiry is therefore irrelevant for determining the issues as a new agreement was reached on 28 September 2021.

[55] After this agreement the Range Rover was delivered and occupation of the immovable property given to the liquidators. The liquidators were also placed in possession of the signed power of attorney as referred to above.

[56] The power of attorney, from its wording is clearly not irrevocable, however it is not the case of Mr and Mrs Iginla that the power of attorney was revoked or is invalid for any other reason than that it was made under threat of the attorney and was obtained at an invalid insolvency enquiry. The last issue I have already found not to be factually correct.

[57] Mr and Mrs Iginla attacks the validity of the agreement underlying the power of attorney and delivery of the vehicle.

[58] I have already indicated above that the constitutional issue is not properly before court. However, even if it was, it is clear that the right to religious freedom is not affected by the provisions of section 26 of the Insolvency Act.

[59] It is also clear that the provisions of Section 417 and 418 also do not offend the provisions of the Constitution. There is no logical reason why any enquiry in terms of the Companies Act of 1973 or the Insolvency Act which regulates these such enquiries, would impact on the right to religious freedom as guaranteed in the Constitution. The general purpose of such enquiry is to ascertain where the assets of the company is and how the business was conducted.

[60] If a person appears and answers questions at such enquiry, it does not affect the right to religious freedom on the facts currently before court. In passing, I cannot see how on any set of facts the rights to religious freedom can be infringed by appearing before such enquiry. If it did, the relief that should have been sought was to set aside the summons or subpoena to appear at such enquiry. Mr and Mrs Iginla did not do so. The agreement reached at such enquiry is attacked. Even if it were to be found that a person cannot be called upon to give evidence at such an enquiry, if he appeared there and reached an agreement, that agreement cannot be tainted just because it is found that he/she could not be legally obliged to attend such meeting.

[61] That being said and as already found, the first agreement reached at the enquiry to pay the amounts of R8,5 million and R1,1 million respectively by end December 2021 was in any event canceled between the parties when it could not be complied with by Mr and Mrs Iginla. A new agreement was thereafter reached on 28 September 2021 in terms where of the Range Rover was delivered to the liquidators and the power of attorney signed. The argument that the agreement was tainted because it was reached at the enquiry, is not supported by the facts.

[62] Furthermore, on 22 July 2021 and before the enquiry was held, Mr Iginla already signed an affidavit, annexure 'LJI 01' to the application, to the effect that the return or handing over of the Range Rover and house were tendered to the liquidators. That does not support the fact that the previous attorney of Mr and Mrs Iginla forced or threatened them with incarceration of the property

or money is not handed to the liquidators. Even if it did, the detailed facts in support of that allegation is not placed before court.

[63] Despite this conclusion, I cannot see how a party can validly claim that it is not the purpose of such enquiry to have agreements entered into and therefore the agreement is invalid.

[64] Where that agreement was reached is insignificant. There is simply no legal principle which I am aware of, or which the parties could refer me to, which limits the right of the parties where such agreement can be entered into, especially on the facts in this matter.

[65] The mere fact that the agreement was reached at a so-called insolvency enquiry is irrelevant, in my view.

Conclusion

[66] In end the agreement sought to be set aside was not reached at such an enquiry. Secondly the agreement does not infringe on the rights to religious freedom as enshrined in the Constitution and does not infringe on the right to religious freedom.

[67] Similarly, the provisions of section 26 of the Insolvency Act also do not infringe on any rights to religious freedom as protected under the Constitution.

[68] As a result, the application by Mr and Mrs Iginla cannot succeed.

[69] I am of the view that it is in the interests of justice to grant an order that Mr and Mrs Iginla cannot withdraw or terminate the power of attorney given to the

liquidators in the light of the conclusions I have come to. Such order is made under further or alternative relief.

Counter application

[70] The liquidators' counter application is only premised on the fact that it should be granted in case the court finds in favour of Mr and Mrs Iginla. Having concluded that I cannot grant the relief sought by Mr and Mrs Iginla, I need not make an order in that respect.

[71] I am however of the view that the application was not unwarranted and without any merit. Had it not been for the agreement reached during or after the enquiry, applying for such order in my view was warranted and would have been successful.

Confirmation of the interdict

[72] The rule nisi under case number 23683/2022 needs to be adjudicated.

[73] No argument why the order should not be confirmed was placed before me by the legal representative of Mr and Mrs Iginla. The application was properly motivated and sought simply to stop the transfer or any dealings with the immovable property pending the adjudication of the main application.

[74] All relevant requirements for the granting of such order have been met. The only issue to be determined, so I believe, is the issue of cost reserved in the rule nisi.

Order in case number 23683/2022

[75] The rule nisi under case number 23683/2022 is confirmed.

[76] The first and second respondents in the application under case number 23683/2022, Mr and Mrs Iginla, are ordered to pay the costs of such application, including any reserved cost, jointly and severally, the one paying the other to be absolved.

Order in case number 18553/2022

[77] The application by Mr and Mrs Iginla is dismissed.

[78] It is ordered that Mr and Mrs Iginla cannot withdraw or terminate the power of attorney given to the liquidators in terms of which the liquidators are granted the power to sell the immovable property.

[79] Except for a costs order included in the order below, no further order is made in respect of the counter application by the liquidators under case number 18553/2022.

[80] The First and Second Respondents in the application under case number 23683/2022, Mr and Mrs Iginla, are ordered to pay the costs of the application including the costs of two counsel where so employed which costs shall include the costs of the counter application, jointly and severally, the one paying the other to be absolved.

[81] The costs orders granted above in both case number 23683/2022 and 18553/2022 shall include any costs earlier reserved by another court under either case number.

BY ORDER

M SNYMAN, AJ

DATE HEARD:	3 OCTOBER 2022
DATE OF JUDGMENT:	14 NOVEMBER 2022
Counsel for Applicants:	Adv E Sepheka
Applicants' Attorneys:	Braimoh Attorneys
Counsel for Respondents:	Adv GME Lotz SC
	With Adv C Sevenster
Respondents' Attorneys:	Vesi de Beer Attorneys