Editorial note: Certain information has been redacted from this judgment in compliance with the law.

IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG LOCAL DIVISION, JOHANNESBURG)

CASE NO : **2003/22202**

Reportable: ~~Yes~~ / No Of interest to other judges: ~~Yes~~ / No Revised: No Date: 2 April 2024   A B Bishop

In the matter between:

M[...] F[...]	Applicant
and	
V[...] F[...]	First Respondent
F[...] G[...] G[...] N.O.	Second Respondent
V[...] F[...] (born G[...]) N.O.	Third Respondent
M[...] P[...] F[...] N.O.	Fourth Respondent
THE TRUSTEES FOR THE TIME BEING OF THE BEKKER TRUST (IT6078/95)	Fourth Respondent

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JUDGMENT

BISHOP AJ :

[1] The applicant, Mr M[...] F[...], sought orders holding Mrs V[...] F[...] in contempt of court, both in her personal capacity, as the first respondent, and in her capacity as a trustee for the time being of the Bekker Trust, as the third respondent. This relates to an order of 15 July 2005. [1] Mr F[...] sought Mrs F[...]'s committal, both in her personal and her nominal capacities, for 30 days, or such period as I might deem just and equitable, [2] alternatively, a one-year suspension of a 30-day committal period on the condition that Mrs F[...] complies with the aforesaid order within fourteen days of the committal order. [3] In addition to seeking leave to approach this court on these papers duly supplemented, should Mrs F[...] not comply with the suspended committal order sought, [4] costs were sought against Mrs F[...] on an attorney and client scale, but only in her personal capacity. [5] Mrs F[...] has resisted all of the relief sought.

[2] Mr and Mrs F[...] were married to one another, until 15 July 2005, when their marriage was dissolved by court order. [6] It is this very order that is at the heart of this application. The order itself

1 CaseLines 001-2, par 1 (NoM)

2 CaseLines 001-2, par 2 (NoM)

3 CaseLines 001-2, par 3 (NoM)

4 CaseLines 001-3, par 5 (NoM)

5 CaseLines 001-3, par 6 (NoM)

6 CaseLines 001-7, par 2.1 (FA); 001-14 (annexure **FA1** to the FA)

incorporated the terms of a settlement agreement reached between Mr F[...], who was the defendant in the divorce action, and Mrs F[...], who was the plaintiff therein. [7]

[3] In his founding papers, Mr F[...] made special reference to the provisions of clause 8.3 of the settlement agreement, emphasising sub-clauses 8.3.1, 8.3.2, 8.3.3, 8.3.8 and 8.3.9 thereof. [8] The operation of clause 8.3, which forms part of that portion of the settlement agreement concerning 'VERDELING VAN BATES', [9] and the interrelationship between its sub-clauses is central to the determination of this application and these portions of the settlement agreement bear quoting: [10]

> 8.3 **Onroerende bates**
>
> 8.3.1 Die betrokke onroerende eiendom is :-
>
> Erf […] R[…] Uitbreiding 4 (geleë te Simon Bekkerstraat 30) gereistreer in die naam van die Bekker Trust (IT6078/95) kragtens Akte van Transport no. T36025/96
>
> 8.3.2 Die eiendom word besit en geokkupeer deur die Eiser en die minderjarige kinders totdat die eerste van die volgende gebeurtenisse plaasvind:-
>
> 8.3.2.1 Die Eiser te sterwe kom of hetrou
>
> 8.3.2.2 Aan die einde van die kalender jaar waarin

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[7] CaseLines 001-9, par 3.3 (FA); 001-14, par 2 (annexure **FA1** to the FA); see also CaseLines 001-10, par 4.3 (FA), as read with CaseLines 003.10, par 29.2 (AA)

[8] CaseLines 001-10, par 4.4 to 001-11, par 4.10 (FA)

[9] CaseLines 001-19, par 8 (annexure **FA2** to the FA)

[10] CaseLines 001-20 to 001-23, par 8.3 (annexure **FA2** to the FA)

die jongste kind een en twintig jaar oud word.

8.3.3 Sodra die eerste van bostande gebeurtenisse plaasvind word die vaste eiendom op die ope mark geplaas vir die verkoop daarvan en is die Eiser verplig om die eiendom te ontruim vir die betrokke koper.

8.3.3.1 Die Eiser is aanspreeklik vir die koste verbonde aan die instandhouding van die vaste eindom.

8.3.4 …

8.3.5 …

8.3.6 …

8.3.7 …

8.3.8 Die netto opbrengs word dan in gelyke dele tussen die partye verdeel.

8.3.9 Uithoofde van die feit dat die Bekker Trust die geregistreerde eienaar van die vaste eiendom is word hierdie skikkingsakte mede onderteken deur, benewens die Eiser en die Verweerder, ook deur die trustees van die trust naamlik F[...] G[...] G[...], en die Eiser en die Verweerde wat ook mede- trustees is wat hierdie skikkingsakte in hul persoonlike hoedanigheid en in hul verteenwoordigende hoedanigheid as trustees van die Bekker Trust is ten einde te bekragtig, te onderneem en te waarborg dat die trust ooreenkomstig die bepalings van hierdie skikkingsakte sal optree. Vir sover en tot die mate as wat dit nodig mag wees of word onderneem die trustees, gesamelik en afsonderlik, om die trustakte te wysig ten einde uitvoering aan die skikkingsakte to gee.

[4] Mr F[...]'s first point is that Mrs F[...] is alive, [11] hence the trigger of her death, mentioned in clause 8.3.2.1 of the settlement agreement is of no moment. However, he contends, with reference to clause 8.3.2.2, their youngest child turned 21 on 26 September 2017

[11] CaseLines 001-11, par 5.1 (FA)

and thus the end of the relevant calendar year was that of 2017. [12] This is not in dispute. [13]

[5] At this point in the founding papers, Mr F[...]'s case is the following: [14]

> 5.3 However, despite various attempts to give effect to the settlement agreement and sell the property in accordance with the provisions of the settlement agreement, the first respondent simply refuses to do so, refuses to give effect to the settlement agreement and refuses estate agents access to the property in order for the property to be marketed and sold.
>
> 5.4 The first respondent and/or the fifth respondent are refuting the ends of justice and the first respondent is in contempt of the court order beyond any reasonable doubt.
>
> 5.5 The contempt the first respondent and/or fifth respondent are guilty of is of such a prolonged nature that this honourable Court should be, while acting within the course and scope of what is juridically acceptable if it does not lean to assisting the first respondent and/or the fifth respondent in any manner whatsoever and the honourable Court should not even afford the first respondent a hearing. The conduct of the first respondent and/or the fifth respondent is completely *mala fide*.

[6] This position had earlier been expressed by Mr F[...], as follows: [15]

> 3.4 Currently the first respondent is in contempt of the aforementioned court order and she has deliberately and intentionally refused (and/or failed) to comply with the aforementioned court order in the respects set out herein below.
>
> 3.5 The first respondent's conduct is *mala fide* and inexcusable. I have instructed my legal representatives to address various correspondences to the first respondent's legal representatives in order to persuade her to comply with the provisions of the aforementioned court order but this was done in vein.

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[12] CaseLines 001-11 to 001-12, par 5.2 (FA)

[13] CaseLines 003-10, par 32 (AA)

[14] CaseLines 001-12, par 5.3 to 5.5 (FA)

[15] CaseLines 001-9, par 3.4 to 3.5 (FA)

[7] Mr F[...]'s frustration is pulpable, but a party's level of frustration is not the test for holding a person in contempt of a court order. In this regard, ***Fakie*** [16] is clear. An applicant in contempt proceedings may seek two forms of relief. Firstly, '[a] declarator and other appropriate remedies remain available to a civil applicant on proof on a balance of probabilities.' [17] Or, secondly, 'the applicant must prove the requisites of contempt (the order; service or notice; non-compliance; and wilfulness and *mala fides*) beyond reasonable doubt. [18] 'But, once the applicant has proved the order, service or notice, and non-compliance, the respondent bears an evidential burden in relation to wilfulness and *mala fides*: Should the respondent fail to advance evidence that establishes a reasonable doubt as to whether non-compliance was wilful and *mala fide*, contempt will have been established beyond reasonable doubt.' [19]

[8] Returning momentarily to the relief sought by Mr F[...], he has sought both forms of relief. Prayer 1 [20] appears to be aimed at declaratory relief, holding Mrs F[...] in contempt on a balance of probabilities, while prayers 2 and 3 [21] appear to be couched in the form of the second category of relief, which may only be granted if proven

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[16] ***Fakie N.O. v CCII Systems (Pty) Ltd*** 2006 (4) SA 326 (SCA)

[17] ***Fakie***, par 42(e)

[18] ***Fakie***, par 42(c)

[19] ***Fakie***, par 42(d)

[20] CaseLines 001-2, par 1 (NoM)

[21] CaseLines 001-2, par 2 and 3 (NoM)

beyond a reasonable doubt.

[9] I address the second category of relief first. It is common cause that there is an order [22] and that she is aware of the order. [23] So much for the first two requirements. The third, however, is that Mr F[...] must show beyond a reasonable doubt that Mrs F[...] has breached the order. The trigger for action was when Mr F[...]'s and Mrs F[...]'s youngest child reached 21 years of age, since the settlement agreement stipulated that, at the end of the calendar year in which that occurred, 'word die vaste eiendom op die ope mark geplaas vir die verkoop daarvan en is die Eiser verplig om die eiendom te ontruim vir die betrokke koper'.

[10] This clause in my view placed two obligations on two different persons. Firstly, the trust as the owner of the immovable property was required to place the property on the open market for sale. That obligation would have fallen to all of trustees at the time, who would have been required to act jointly in doing so. [24] Secondly, the first

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[22] CaseLines 001-7, par 2.1, read with 001-9, par 3.2 (FA); CaseLines 003-9, par 25, read with 003-9, par 26 (AA)

[23] CaseLines 001-9 to 001-10, par 4.1 to 4.2 (FA); CaseLines 003-9 to 003-10, par 40 and 003-10, par 29.1 to 29.2 (AA)

[24] See ***Land and Agricultural Bank of South Africa v Parker and Others*** 2005 (2) SA 77 (SCA), par 15, where it was held:

> It is a fundamental rule of trust law, which this Court recently restated in ***Nieuwoudt and Another NNO v Vrystaat Mielies (Edms) Bpk*** [2004 (3) SA 486 (SCA), par 16] that in the absence of contrary provision in the trust deed the trustees must act jointly if the trust estate is to be bound by their acts. The rule derives from the nature of the trustees' joint ownership of the trust property. Since co-owners must act jointly, trustees must also act jointly.

respondent would be obliged to vacate the property for the purchaser. The latter requirement cannot arise, in my view, before the former has been complied with and a buyer has indeed been found.

[11] I shall return to this aspect shortly, but before doing so, I address the grounds of opposition put up by Mrs F[...], both in her personal capacity and that as a trustee of the Bekker Trust. The first point was raised *in limine*, namely, that the master had not been joined, when relief against Mrs F[...] in her nominal capacity had been sought. [25] Besides alleging that she had received such advice, the aspect was not developed beyond this in her answering papers, nor did it feature in the argument presented on her behalf. It was a point badly taken in the form it was raised and I reject it for having no merit.

[12] The second point was also raised *in limine*. It was that, while Mr F[...] wished to have her held in contempt in her nominal capacity as a trustee, he had not attached a copy to the papers of any resolution of the trustees, which shows that the trust intended to sell its immovable property concerned, in respect of which it could be said that she had failed to provide her cooperation to sell the immovable property. [26] This was not a point *in limine*, properly so named, and

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Professor Tony Honoré's authoritative historical exposition has shown that the joint action requirement was already being enforced as early as 1848. It has thus formed the basis of trust law in this country for well over a century and half.

[25] CaseLines 003-5, par 5 to 6 (AA); compare CaseLines 004-5, par 6.2 (RA)

[26] CaseLines 003-5, par 7 to 003-6, par 9 (AA); compare CaseLines 004-6,

cannot be adjudicated on the basis that it was. It is argument going to the absence of evidentiary material and cannot be separated from the merits of the matter. It fails as a point *in limine*.

[13] A further aspect raised by Mrs Bekker was that, although a trustee of the Bekker Trust, she did not have a copy of the trust deed. Mrs F[...] set out in some detail how she has sought a copy of the trust deed since February 2018, albeit to no avail. [27] Her implication being that she has never had a copy thereof. The fourth aspect of her opposition is that Mr F[...] G[...], the second respondent, who was joined in his nominal capacity as a trustee of the Bekker Trust, had passed away on 28 May 2018, that is, shortly before this application was launched. This, Mrs F[...] contends may affect the ability of the trust to take a binding decision, depending on the provisions of the trust deed. [28]

[14] For the greatest part of her defence on the merits of this application, Mrs F[...] contended that she cannot be blamed for anything she has failed to do in her capacity as a trustee, until such time as she has a copy of the trust deed. [29] This opposition does not impress me. I shall return to this in respect of the issue of costs below.

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par 7 (RA)

27 CaseLines 003-7, par 14 to 003-8, par 19 and 003-8, par 21 (AA)

28 CaseLines 003-8, par 22; see also 003-10 to 003-11, par 33 (AA)

29 CaseLines 003-9 to 003-11, par 27 to 29, 30, 29.2, 32 and 34 (AA)

[15] I said above [30] that I would return to the third requirement for a contempt order, namely, non-compliance with the order, [31] which Mr F[...] must prove beyond a reasonable doubt, if any credence is to be given to his prayers for Mrs F[...]'s committal, or on a balance of probabilities, if there is to be a declaratory order that she is in contempt. On this aspect, Mrs F[...] has addressed the issue head-on, as follows: [32]

> Furthermore and most importantly I wish to refer to paragraph 4.7 which clearly states that my only obligation is to vacate the property for the prospective purchaser. I do not have any other obligation in terms of the Deed of Settlement and it is clear that I cannot be held in contempt of Court as I have never refused to vacate the property for the purchaser thereof.

[16] Although couched more as argument than as a factual assertion, the effect of this paragraph is factually to place in dispute that Mrs F[...] has not complied with the order. There is no basis for me to reject this factual version, [33] which in effect has been given as an answer to no evidence on this aspect by Mr F[...]. In this regard, I agree with Mrs F[...]. When regard is had to the provisions of clause 8.3.3 of the settlement agreement, [34] which have been referred to in paragraph

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[30] See paragraph 11 above.

[31] See paragraph 7 above.

[32] CaseLines 003-10, par 29.3 (AA)

[33] See ***Plascon-Evans Paints Ltd v van Riebeeck Paints (Pty) Ltd*** 1984 (3) SA 623 (A), 635C, which is authority for a court to reject a respondent's version, where it is 'so far-fetched or clearly untenable'. See also ***National Director of Public Prosecutions v Zuma*** 2009 (2) SA 277 (SCA), par 26, which is authority, in addition to the grounds mention in ***Plascon-Evans***, for a court to reject a respondent's version for being 'palpably implausible'.

[34] See paragraph 3 above.

4.7 of Mr F[...]'s founding affidavit, [35] there is no factual material in the founding papers to make out any case, not even on a balance of probabilities, that the immovable property has been sold and that Mrs F[...] is, therefore, obliged to move out of the property but has not done so, thereby establishing her non-compliance with the order. She cannot, therefore, in her personal capacity, be found to be in contempt of the court order. The third requirement for contempt is absent, even on a balance of probabilities.

[17] That there are no allegations that the property has been sold is no doubt owing to what the trustees of the Bekker Trust have not done. Both Mr F[...] and Mrs F[...] are trustees of this trust, yet neither has uttered a word of what steps the trust has taken to place the immovable property for sale on the open market. [36] Mrs F[...] says that '[a]s a trustee [she has] not been invited to attend any meeting in this regard'. [37] This exculpatory version is not good enough. She has not said that she communicated with Mr G[...] before he passed away, nor that she has communicated with Mr F[...], to address that the property must be placed for sale on the open market by the trust. Instead, she has been content to sit on her hands and stay in the

[35] CaseLines 001-10, par 4.7 (AA)

[36] Mr F[...] sending an estate agent to the immovable property is not the action of the Bekker Trust but his personally.

[37] CaseLines 003-10, par 33 (AA)

immovable property. [38] I have said that I do not think much of her refrain that she has no copy of the trust deed in her possession. [39] If Mr F[...] was uncooperative in this regard, an application compelling him to produce a copy thereof could have been brought by her and she could have sought similar relief against the master. [40] I find her position on this point utterly unpersuasive.

[18] Unfortunately for Mr F[...], he has misconstrued his legal position and remedies in this application. He cannot seek to hold just Mrs F[...] in contempt as one of the trustees of the Bekker Trust. Either all of the trustees, which includes Mr F[...], are in contempt of the order or none of them are. Since there is no indication that Mr F[...], as trustee, has attempted to call a meeting of the other trustees in order for them to resolve to take steps to place the immovable property on the open market for sale, he is every bit as much to blame for the predicament he finds himself in, as Mrs F[...] is. [41]

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[38] CaseLines 003-5, par 1 (AA)

[39] See paragraph 14 above.

[40] See paragraph 19 below and, particularly, footnote 43 thereto.

[41] The letters written to Mrs F[...]'s attorneys in the divorce action (see for example, CaseLines 001-37 – 001-38 (annexure **FA3** to the FA)), Mrs F[...] (see for example, CaseLines 001-40 to 001-41 (annexure **FA4** to the FA) and Mrs F[...]'s litigation attorneys (see for example, CaseLines 001-44 to 001-46 (annexure **FA3** to the FA); CaseLines 001-47 to 001-48 (annexure **FA3** to the FA); CaseLines 001-49 to 001-50 (annexure **FA3** to the FA); CaseLines 001-53 to 001-54 (annexure **FA3** to the FA)) do not constitute requests to the other trustees to sell the property.

In passing, I point out that it is not sufficient for a litigant to employ phrases such as '[a]ll annexures to this founding affidavit is incorporated herein by way of reference' (see CaseLines 001-7, par 1.4 (FA)), nor is it sufficient for a litigant to attach a series of letters exchanged between parties without directing the

[19] It is apparent that both Mr F[...] and Mrs F[...] have attempted to obtain a copy of the trust deed from the Master. [42] These attempts, on these papers, do not appear to have produced the desired approach. Clearly the time has come to compel the master to produce the trust deed, which neither Mr F[...] nor Mrs F[...] appear to have in their possession. [43] Some effort was expended in both the answering papers [44] and the replying papers [45] to reason on a balance of probabilities who the income and capital beneficiaries of the trust might be and whether or not they might have accepted the benefits conferred upon them. This in truth is nothing more than speculation, which must be resolved upon the production of the trust deed, which will, no doubt, set out who the trust income and capital beneficiaries are.

[20] The production of the trust deed is, in my view, important to both Mr F[...] and Mrs F[...], who are both still trustees. As such, they will

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opposing party's attention to which portion of which of the letters it relies upon (see CaseLines 001-9, par 3.6(FA)). In this regard, see ***Swissborough Diamond Mines (Pty) Ltd and Others v Government of the Republic of South Africa and Others*** 1999 (2) SA 279 (T), 324G-H. It is not for the opposing party, or a court, to scratch through such annexures in the hope that the aspect being relied upon might be guessed by the opposing party or the court. A party is under an obligation to make out its case clearly in its papers. See ***Swissborough***, 323G-I. This applies to both an applicant and a respondent. See ***Swissborough***, 323J-324D.

42 CaseLines 003-15 to 003-18 (annexure **VF2** to the AA)

43 See in this regard, the provisions of s 18 of the Trust Property Control Act 57 of 1988.

44 CaseLines 003-7 to 003-8, par 19 (AA)

45 CaseLines 004-9, par 15.2 (RA)

likely have obligations in terms of the trust deed, which obligations they need to be aware of, in addition to their obligations in terms of the Trust Property Control Act, [46] such as those prescribed in s 9 thereof. If it appears to either Mr F[...] or Mrs F[...] that the other is not discharging their duties as a trustee, for example, by refusing to take steps to sell the immovable property owned by the Bekker Trust, then he or she may be entitled to approach the court in terms of s 19(1) for an order directing the delinquent trustee to discharge his or her duty, or he or she may be entitled to apply to the master in terms of s 20(2)(e) for the delinquent trustee's removal, or he or she may be entitled to apply to court in terms of s 20(1) for the such removal.

[21] A contempt application in the present circumstances, however, cannot succeed. There is simply no case on these papers to hold Mrs F[...] in contempt, either on a balance of probabilities for purposes of granting a declaratory order, or beyond a reasonable doubt for purposes of a committal order.

[22] While I am obliged to adjudicate the disputes on the papers as the parties have formulated them, [47] I am not constrained when passing comment on what is clearly at play between Mr F[...] and Mrs F[...], since this affects, along with other considerations, the exercise of my

[46] Act 57 of 1988

[47] ***Swissborough***, 323G. See also ***MEC for Education, Gauteng Province and Others v Governing Body, Rivonia Primary School and Others*** 2013 (6) SA 582 CC, par 100

discretion on costs. It clearly suits Mrs F[...] for the *status quo* to remain as long as possible, [48] since she has the use of the immovable property and only upon its sale will the nett proceeds need to be split between her and Mr F[...], [49] who says he is unemployed. [50]

[23] Mrs F[...] is entitled to meet only the case that is put up, which she has done, but the intention behind the settlement agreement is clear. The immovable property was to serve as the home for Mr F[...]'s and Mrs F[...]'s children until they had grown up. This has happened. Mr F[...] delayed receipt of his half-share of the nett proceeds of the sale of the property, until his children had grown up. It is time for the trustees of the Bekker Trust, who at present appear to be only Mr F[...] and Mrs F[...], to sell the immovable property and divide the nett proceeds. Hopefully, without further court intervention. If this does not happen, Mrs F[...] potentially stands to lose a significant portion of her half-share of the nett proceeds, if a costs order is granted against her in Mr F[...]'s favour in future litigation. This would be unfortunate, given their respective ages, if the identity numbers in

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48 It has not escaped my attention that, albeit that the requests were incorrectly directed at Mrs F[...] and her divorce and litigation attorneys, Mr F[...], through his attorneys, on numerous occasions asked Mrs F[...] to give the estate agent access to the immovable property so that it could be sold. This was a practical approach, although not the correct legal approach.

49 See clause 8.3.8 of the settlement agreement (CaseLines 001-22, cl 8.3.8 (annexure **FA2** to the FA)

50 CaseLines 004-3, par 1.1 (AA)

the papers are correct, since both are close to retirement age and the proceeds of the sale would doubtlessly serve to sustain them in the future.

[24] Although Mr F[...] has sought some very loosely formulated relief, such as 'further and alternative conditions as the honourable Court may direct'[51] and 'further and/or alternative relief',[52] these formulations are too vague to sustain the granting of any specific relief.

[25] Mr F[...] has failed to establish the third requirement for contempt, that of Mrs F[...]'s non-compliance with the order. The application must fail. Mrs F[...] has been substantially successful in her opposition and that would ordinarily entitle her to her costs. But, I have decided not to award them to her. Apart from her uncooperative behaviour, as a trustee, in failing to arrange with the other trustee, Mr F[...], for the immovable property to be placed on the open market so that it can be sold, Mrs F[...] raised two unsuccessful points *in limine*, that Mr G[...] had passed away, which seems irrelevant to what is actually in dispute, and that she requires a copy of the trust deed but has done nothing beyond writing to the master to obtain one. She squarely raised her defence in a single paragraph.[53] For no explicable

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[51] CaseLines 001-2, par 4 (NoM)

[52] CaseLines 001-3, par 7 (NoM)

[53] See CaseLines 003-10, par 29.3 (AA)

reason, she duplicated the attachments to the founding affidavit by attaching them to her answering affidavit, [54] which only served to run up the costs unnecessarily. These are grounds, sufficient in my view, to exercise my discretion against awarding Mrs F[...] her costs in this application and to direct, instead, that there shall be no order as to costs, thereby obliging each party to bear their own costs.

[26] In my view, all factors considered, it is in the interests of justice to make the following order:

1. the application is dismissed; and

2. there shall be no order as to costs.

ANTHONY BISHOP
Acting Judge of the High Court
Johannesburg

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[54] Compare CaseLines 001-40 to 001-41 with CaseLines 003-13 to 003-14; CaseLines 001-42 to 001-43 with CaseLines 003-15 to 16; CaseLines 001-44 to 001-46 with CaseLines 003-22 to 003-24; CaseLines 001-49 to 001-50 with CaseLines 003-25 to 003-26; CaseLines 001-51 to 001-52 with CaseLines 003-27 to 003-28.

Heard :	2 November 2022
Attorneys for the applicant :	Waldick Inc (formerly in these proceedings Waldick Jansen van Rensburg Inc)
Counsel for the applicant :	Mr J Sullivan (heads of argument having been prepared by Mr M Bester)
Attorneys for the first and third respondents :	Blake Bester, De Wet & Jordaan Inc
Counsel for the first defendant :	Mr W de Beer