REPUBLIC OF SOUTH AFRICA

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

CASE NO: 24711/1996

(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
(3) REVISED.

....
SIGNATURE **DATE**

In the matter between:

SILVO TRANSPORT CC Plaintiff

and

MINISTER OF SAFETY AND SECURITY Defendant

J U D G M E N T

KATHREE-SETILOANE

[1] The plaintiff, Silvo Transport CC instituted action against the defendant, the Minister of Safety and Security for payment of the sum of:

(a) R346 200,00 being the fair and reasonable market value of its truck a 1982 Mercedes Benz with registration number [N....] with chassis and engine numbers 62314564859766 and UF1042SA005694S respectively ("the truck");

(b) R250 000,00 being the fair and reasonable market value of the plaintiff's trailer, being a 1993 model trailer with registration number [R....], with chassis number H85208 ("the trailer");

(c) R460 800,00 as a result of the plaintiff's loss of income flowing from plaintiff being unlawfully deprived of the use of its truck and trailer in respect of its business.

[2] The issues pertaining to the merits and quantum were separated in terms of Rule 33(4) of the Uniform Rules of Court. The determination of the merits proceeded before Motata J. He found in favour of the plaintiff. The matter has its origins in a seizure of the plaintiff's truck and trailer described above, on 15 November 1995, by the South African Police Services (SAPS). Subsequent to the seizure in December 1995, members of SAPS handed them over to Rauties Transport ("Rauties"). It, however, turned out that there were no grounds for the SAPS to have seized the plaintiff's truck and to have handed it over to Rauties, as it did not belong to Rauties. Accordingly, Motata J found as follows:

'When the truck and trailer were attached the plaintiff at that juncture carried the risk of loss of damage to the trailer at the time of the attachment and at the very least from its date of incorporation. See *Smit v Saipem* 1974 (4) SA 918 (A). It is not necessary for the plaintiff and ABSA Bank to have entered into a new agreement. The assignment and cession of rights and obligations that clearly took place at the time of incorporation was never objected to by ABSA Bank in any way whatsoever. At the time when the written cession was sought as proof of the said cession, ABSA Bank Limited, according to Arbee was fully apprised of the circumstances and had no hesitation to effect the cession as aforesaid. As such and it was correctly submitted that the plaintiff, as owner of the plaintiff's truck and cessionary of the rights of ownership in

respect of ABSA Bank's trailer had satisfied all the elements of the action *ad exhibendum* and I make a finding in plaintiff's favour in this regard that it would be entitled to payment of the proven market values of the vehicles in question as at the date of the position thereof during or about December 1995.

In my view, the plaintiff proved its delictual claim against the defendant in that at the very least the plaintiff either as owner or bona fide possessor of the vehicles in question was entitled to the lawful possession thereof, more particularly so in view thereof that the undisputed evidence of Arbee had been that substantial amount had been spent on the restoration and overhaul of the vehicle in question and in view of the fact demonstrating that the member of the SAPS wrongfully, unlawfully relinquished possession of the aforementioned vehicles to parties unknown to the plaintiff whilst at the relevant time they, in doing so, breached a duty of care owing to the plaintiff to keep the plaintiff's vehicle as aforesaid in safe custody of the SAPS and to restore the said vehicle to the plaintiff in the condition they were at the time of the attachment once the detention thereof in police custody were no longer required, which the members of the SAPS failed to do.'

Motata J accordingly made an order that plaintiff succeeds on the merits and that the defendant pays its costs.

[3] During the commencement of the trial in respect of the quantum of the plaintiff's claims, the defendant conceded the amended market values of the truck and trailer in question. The value of the truck was settled in the amount of R96 491, 00 excluding VAT and the value of the trailer (a DBJ body trailer) was settled in the amount of R57 017, 00 excluding VAT.

[4] The plaintiff accordingly claims judgment in its favour in respect of prayers (a) and (c) of its amended particulars of claim and interest on R96 491.00 and R57 017.00 at the rate of 15.5% per annum from the date of receipt of the letter of demand being 16 October 1996, up to and including 13 March 2001 and thereafter from date of judgment to date of payment. The parties have agreed that any payment awards made by the court will not carry interest from 14 March 2001 until the date of judgment and that any interest claimed before 14 March 2001 is subject to legal argument and/or the evidence.

Interest payable in terms of prayers (b) and (d) of the particulars of claim

[5] The defendant opposes the relief sought in prayers (b) and (d) of the particulars of claim with reference to section 4 of the Prescribed Rate of Interest Act 55 of 1975 ("the Act") which provides:

'"demand" means a written demand setting out the creditor's claim in such a manner as to enable the debtor reasonably to assess the quantum thereof.'

The common law has been replaced by the introduction of s 2A into the Act. It provides in relevant part:

'(2)(a) Subject to any other agreement between the parties the interest contemplated in subsection (1) of Act 7 of 1997 shall run from the date on which payment of the debt is claimed by the service on the debtor of a demand or summons, whichever date is the earlier.'

[6] The plaintiff's letter of demand was received by the defendant on 16 October 1996. It described the truck and trailer with sufficient detail so as to enable the defendant "reasonably to assess the quantum thereof". The defendant could not possibly have been unable to reasonably assess the market value of the truck and trailer from the description provided in the letter of demand. Defendant's contention to the contrary is not supported by any evidence. As a matter of common sense and logic, a defendant on whom a letter of demand has been served cannot merely sit back and do nothing to assess the demand. As contended for on behalf of the plaintiff, with the resources available to it, the defendant would have certainly been in a position to commission the services of an expert to assess the market value of the truck and trailer. The SAPS had the truck and trailer in its possession for at least 15 days after seizing them on 15 November 1995, and could not genuinely have been in any doubt about their condition and market value right from the start, even before the letter of demand had been received. The fact that the trailer had a BDJ chassis as opposed to a Hendred chassis should similarly not have posed a hindrance to the defendant's ability to assess its market value. The defendant's belated concession of the market values of both truck and trailer demonstrates the fallacy of the defendant's contention relating to the interest claimed in prayers (b) and (d) of the plaintiff's particulars of claim. In the premises, the plaintiff is entitled to the relief sought in prayers (a), (b), (c) and (d) of the plaintiff's

particulars of claim.

[7] The issues that remain for determination are:

(a) Whether the plaintiff (Silvo Transport CC) traded at the time of the purported loss of income; and

(b) whether the plaintiff suffered a loss of profit as a result of being deprived of possession of the income-generating truck and trailer for the duration of the contract which it concluded with Marlin Granite (Pty) Ltd ("Marlin").

[8] Mr Louis Phillipus Snyman (Mr Snyman) of Marlin and Mr Ismail Arbee ("Mr Arbee"), a member of the plaintiff, testified for the plaintiff. The defendant closed its case without calling any witnesses.

Was Silvo Transport CC trading during the period of the contract with Marlin?

[9] Mr Snyman has been the Logistics Manager of Marlin since 1990. He testified that Marlin entered into a contract with Silvo Transport, on 1 November 1995, in terms of which Silvo Transport was required to supply Marlin with two trucks and two trailers (Interlinks) for the conveyance of granite blocks from the quarry in Kwagga's Kop to the station which was 53 km away. According to Mr Snyman, the contract was entered into with Silvo Transport, the partnership and not Silvo Transport CC. "Silvo Transport" appears under the heading "subcontractor" in the contract. Mr Snyman said that he and Mr Arbee signed the agreement on behalf of Marlin and Silvo Transport, respectively. He was, however, aware that Silvo Transport CC had been incorporated. Mr Arbee wanted to enter into the agreement on behalf of Silvo Transport CC. Marlin insisted on a bank statement that reflected Silvo Transport CC as the account holder (probably to ascertain whether the said CC was in fact trading). Mr Arbee advised that due to financial constraints, the bank would not allow the account holder to change from Silvo Transport, the partnership, to Silvo Transport CC. Mr Arbee was consequently unable to furnish the required bank statement. Marlin was worried "about fraud" and decided not to enter into the contract with Silvo Transport CC. Mr Snyman's evidence was as follows in this regard:

'Who rendered the services? Silvo Transport
Who traded as Silvo Transport? Mr Ismail Arbee
The CC or Mr Arbee?' Mr Arbee.'

This version was later confirmed in cross-examination: Marlin insisted on a bank statement from Silvo Transport CC and when Mr Arbee could not furnish same, the contract was carried out as before, with Silvo Transport, the Arbees (partnership). Mr Snyman dealt with Mr Arbee and did not know who the other partners were.

[10] Mr Arbee testified that he signed the contract on behalf of Silvo Transport CC t/a Silvo Transport. Notably, the capacity in which he signed the contract is not reflected on the written agreement. Nor does the plaintiff's registered name (Silvo Transport CC) appear from the contract. He admitted during cross-examination that the requirement of a bank statement did come up, but then rejected Mr Snyman's version. He was seemingly of the opinion that if a contracting party harbours an undisclosed intention (namely to contract on behalf of a CC and not a partnership) that such an undisclosed intention should be given effect to. What he was unaware of is that if a close corporation does not disclose to the outside world that it is acting as such, the members lose their protection afforded by the legal persona of the close corporation.[1]

[11] The judgment of Motata J on the merits became final and definitive when leave to appeal was refused by the Supreme Court of Appeal on 18 December 2002. As is apparent from the judgment, it is common cause between the parties that the plaintiff (Silvo Transport CC) was incorporated during 17 July 1995 with its members being Mr Arbee and his brother Essop Ebrahim Arbee. All the assets and liabilities of Silvo Transport (the partnership) were taken over by the plaintiff (Silvo Transport CC). The trading name of the plaintiff is Silvo Transport. Thus as of 17 July 1995, Silvo Transport (the partnership) had dissolved.

[12] Notwithstanding the findings of Motata J that the partnership had dissolved as of

[1]Section 63(a) of the Close Corporation Act, Act 69 of 1984.

17 July 1995, the evidence of Mr Snyman revealed that Marlin had entered into the agreement with Silvo Transport (the partnership) and not the CC. Mr Snyman was an honest witness and he had no reason to lie to the court. He was concerned that the plaintiff could not produce a bank statement and therefore felt that it was prudent to contract with Silvo Transport, the partnership. He would have not been aware at the time that Marlin was contracting with a partnership that had dissolved some months earlier.

[13] Whether or not Mr Arbee informed Mr Snyman that the partnership had dissolved remains unknown. The probabilities dictate that he would not have. However, what is clear from the objective evidence is that Marlin did not enter into the contract with the Silvo Transport CC (the plaintiff). I have difficulty accepting the testimony of Mr Arbee that he had disclosed to Mr Snyman that Silvo Transport CC traded and conducted its business as Silvo Transport, and that Mr Snyman was happy to conclude the contract as long as it referred to the trading name of Silvo Transport. On the probabilities, it is unlikely that Mr Snyman would have been comfortable with Marlin concluding the contract with an entity that had no legal persona. The reason why he was comfortable with concluding the contract with the partnership was principally because it could provide him with a bank statement. This indicated to him that the partnership was trading at the time. I therefore reject the evidence of Mr Arbee on this aspect. As will become clearer in the course of the judgment, Mr Arbee was a wholly unsatisfactory witness.

[14] This then brings me to the related question: Did the plaintiff (Silvo Transport CC) trade in the transport arena subsequent to the dissolution of the partnership on 17 July 1995. In view of the judgment of Motata J, it must be accepted that the truck and trailer were the property of the plaintiff (Silvo Transport CC). The question however arises whether the said CC was trading in the transport arena before and after the seizure of the truck and trailer. Objectively on the evidence, the following is apparent:

a) The CC has no bank account or financial statements. The only tax returns that exist relate to the partnership during the period 1993 – 1997:

that notwithstanding application and a court order to compel further and better discovery. The numerous cheques that had been discovered do not reflect the identity of the plaintiff.

b) In the tax office there is no official reference to the CC. Mr Arbee testified that he did not know where the tax records because those records were lost when the business moved during 2000. It should with respect be remembered that the plaintiff gave notice of its intended action on 16 October 1996. One would expect an effort to retrieve records from his then auditors, the Receiver of Revenue etc, after having realized that these records were missing. His testimony that he is sure that the Silvo Transport CC was registered as a taxpayer/vendor flies in the face of the official records. It should be remembered that he has access to these records, but his attitude is that the Defendant should procure the records and the witnesses to rebut the said statement. At the end of the day, and notwithstanding the efforts of the Defendant to procure further and better discovery, the Court is left with: (i) two Natis extracts that prove that the seized truck NXP 630 T and another truck TVT 902 T were registered in the name of Silvo Transport CC (Exhibit 3 - 5); and (ii) invoices relating to the motor trade and manufacturing sector. Any useful information as to activity of the plaintiff in the transport sector is non-existent. There is thus a total absence of information on which a claim of loss of income can be based.

Loss of income from the Marlin contract

[15] Mr Snyman's testified that one truck had to move a 100 tons in 4/5 trips per day x 20 shifts per month, i.e. 2 000 tons per month per truck. In the light of his evidence that 2 trucks and 2 Interlinks were necessary, one would have expected an early cancellation of the contract or the employment of an additional outside contractor to get the job done. This was not the evidence. Broadly evaluated, the evidence was that there were problems: performance was not 100% and short supplies developed from time to time. The problem probably came to a head during June/July 1999 when Marlin

decided to expand by opening new mines at Mapochs (Roos Senekal). The cancellation on the contract in 1999 was probably prompted by Silvo Transport's limited capacity and the ongoing need for Marlin to accommodate it.

[16] The effect of Mr Snyman's evidence is that there were problems from November 1995, due to the fact that two trucks were not constantly available. Marlin nevertheless accommodated Silvo Transport. At times (two to three days per month) Silvo Transport made available a second truck from Rocla and they worked over weekends on Saturday and Sundays to get the work done. Marlin accommodated Silvo because they had known the Arbees for a long time. Mr Snyman went so far as to say that Silvo Transport's loss of profit may lie in the fact that it had to pay the drivers overtime on Saturdays and Sundays. Marlin's financial manager was dissatisfied with the weekend situation as Marlin's employees had to work at a double tariff, resulting in increased overheads for Marlin. Silvo Transport, however, received its normal agreed tariff. A backlog developed through the years, but it was caught up over weekends.

[17] Mr Snyman stated under cross-examination that he could not say what the tonnage demand was in each specific month of the year due to the fact that these events occurred a long time ago. He testified that the demand during 1994 was the same as in 1995, namely 2 000 tons per month. His evidence was that a single truck could move 2 000 tons per month: one truck x 100 tons per day x 20 shifts = 2000 tons. His evidence was somewhat ambivalent at times. One however, in retrospect, does not know what the need over and above 2 000 tons per month was.

[18] There was such a need. The parties seemingly managed to accommodate each other in this regard. Under these circumstances, the plaintiff was required to prove the extent of the additional tonnage that could have been transported had a second truck been available. Mr Arbee could not contribute to this aspect at all. The Plaintiff's scenario namely that Silvo Transport could not deliver an additional 2 000 tons per month is with respect devoid from reality. It would mean that during the period November 1995 - 31 July 1999 a backlog of 90 000 tons developed (45 months x 2 000 per month). It is totally unrealistic to work on such premise and assume that Marlin

would accept such gross breach of contract during the 45 month contract period. Under the circumstances, the court finds itself in the situation where it simply cannot determine the extent of the alleged lost opportunity.

[19] As established on the evidence of Mr Snyman, and on the assumption that there was a loss of profit, such loss was not that of tSilvo Transport CC. The contract was entered into with the partnership/Mr Arbee and not Silvo Transport CC.

[20] The evidence reveals that there were problems with the contract, but backlogs were worked off and at best, insofar as there is a loss, it is a loss of having to employ and pay drivers for extra shifts during Saturdays and Sundays (double time), alternatively there was a loss of an indeterminable extent.

[21] In contrast to Mr Snyman's testimony, Mr Arbee was a wholly unsatisfactory witness. This is illustrated by the following examples:

> [a] He initially under cross-examination conceded that the partnership was still trading in the 1996 and 1997 tax years. He had to make this concession: the tax returns were those of a partnership and even the leased vehicles were taken up in the partnership. After a short adjournment, he changed his version - there was a CC from July 1999 and he intended to convey that these statements should have been drawn up in the name of the CC, notwithstanding the fact that he signed the financials personally.
>
> [b] He initially denied having signed the Bankfin lease with the handwritten inscription "*t/a Silvo Transport"* next to the names of Ebrahim Essa Arbee and his particulars. He alleged that the handwritten portion must have been inserted after the signature. He was later constrained to concede that his initial appears in this area, and that he might have initialled next to the Silvo Transport stamp. It leaves him with exactly the same problem as in the Marlin contract.

[c] His evidence in relation to the lease transactions for the vehicles with registration [P....] and [T....] and the Bothma transaction for the vehicle with registration [T....] amounts to nothing more than fraud. Due to the fact that finance could not be obtained from Bankfin/Absa, the witness colluded with Mr MF Bothma and Casnum Motors & Skroofwerf BK. Silvo Transport was already the owner of the vehicles in the said leases. Sale agreements reflecting the sale of the same vehicles by Messrs Casnum Motors and Mr Bothma to Silvo Transport were prepared and this contract was later ceded to Bankfin Bank. Bankfin then paid over the monies to Casnum Motors and Bothma, whereupon the latter channelled the monies to Silvo Transport. The sale agreement is nothing more than a sham. The bank could not have been aware of the true state of affairs: on Mr Casnum's evidence, the bank did not want to make available any additional funds to Silvo Transport. Mr Arbee later conceded that this transaction is not "100% legitimate" and that he used a "loophole" to effect these transactions.

[d] Exhibit 10, which is a credit application, is another example of dishonesty: in paragraph 11 of the credit application it is indicated that the nature of the CC's business is transport and hardware and that the business commenced in 1965.

[e] His statement under oath in the supplementary affidavit in Vol 2, Exhibit 2, p192, is on his own version false where he deposed under oath that the CC stopped trading on 31 July 1999.

[6] He testified that he was sure that Silvo Transport CC was registered as a tax vendor. This allegation is without any factual substantiation. One would expect him, as the representative taxpayer of Silvo Transport CC, to submit proof but he failed to do so.

The plaintiff's loss of profit

[21] The plaintiff alleged a monthly loss of profit in the amount of R38 400, 00 both in its letter of demand; the summons and in the pre-trial bundle. In par 4 of this bundle, the following question was raised: *"On which basis is a loss of income at a rate of R38 400, 00 per month calculated? Full particulars are required"*. The answer appears in par 8 of the further particulars furnished as follows:

'Calculated over 24 days at an average of 22 loads, an average of R110.00 to R115.00, gross of R35.00 net per ton, on average of 30 tons. From the gross income, the following expenses are deducted: A – 25% for diesel, B – 15% tyres and 9% for insurances,wages, repayments, tollgates etc.'

On the first day of trial, Plaintiff's counsel intimated that the said amount is going to be adjusted downwards and indicated the basis of the downward calculation. The formal notice of amendment only followed on the second day of trial.

[22] During cross-examination Mr Arbee could not explain how a loss of R38 400,00 was initially calculated. He furthermore conceded that on the formula as contained in par 8 of the pre-trial bundle the loss would have amounted to R37 026, 00 per month on that formula. He further testified that everything in par 8 of the further particulars but for paragraphs A, B and C were incorrect. The loads per month (22 loads) were incorrect, and the rate (R110 - R115 per ton) was incorrect. He later testified that this calculation probably related to another contract and not the Marlin contract. This causes me to wonder whether the Plaintiff initially calculated the loss on the Marlin contract or just decided to make use of the said contract on the trial date or shortly before trial.

[23] Mr Arbee initially testified that the expense percentage (49%) applies to both the

calculation in par 8 of the pre-trial bundle (read with Exhibit 7)[2], and to the trial calculation, Exhibit 8[3]. As pointed out by the defendant, there is an inherent fallacy in this proposition: the diesel expense in Exhibit 8 must be a lot higher than in Exhibit 7, due to the fact that 4 or 5 loads are catered for in Exhibit 8, and only one load per day in Exhibit 7. So the percentages cannot be the same. Upon being confronted with the problem that the very liberal expense percentage cannot apply to all contracts, in cross examination, Mr Arbee responded by stating that this and the other percentage only applied to the Marlin contract and by application not to the calculation in Exhibit 7.

[24] It later transpired that he was using an industry norm. He did not make any calculations to ascertain whether the industry norm applied to his business and whether it would lead to a profit in the business of the CC as a whole. He testified as a layman and was not an expert. As such, he was unable to assist the Court in respect of the underlying assumption of the percentage deduction. Mr Arbee admitted as much under

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[2]Exhibit 7: Calculation:

'1. The gross remuneration method:

22 loads x 30 ton load x R110,00 /ton (gross)

= R72 600,00 minus expenses x 51% = R37 026,00 per month.

If we increase the gross compensation by 10%:

22 loads x 30 ton/load x R121,00/ton (gross)

= R79 860,00 minus (expenses) x 51% = R40 746,60 per month.'

[3] The trial calculation in Exhibit 8 is as follows:

'20 days per month x 4 loads per day x 25 tons per load x 20, 75 per ton = R41500,00 gross remuneration per month

20 days per month x 5 loads per day x 20 tons per load x R20, 75 per ton = R41500, 00 gross remuneration per month.

Gross method

R41 500,00 per month x 51 % = R21 165,00.'

cross examination.

[25] Mr Arbee's evidence is of no evidential value in as far as the Plaintiff's loss of income is concerned. It seems as though the Plaintiff used the monthly contract sum and then deducted presumed expenses to reach a profit margin. However, no provision had been made for business overheads like administrative costs, regional services costs, municipal rates and taxes, etc in the calculation. These expenses were also not allocated proportionally to specific vehicle(s).

[26] In presenting its case to the court, the plaintiff failed to use the data from the truck and trailer that transported the granite during the period 1995 to 1999. It would surely have been possible for the Plaintiff to compile income and expenditure statements in relation to the said vehicle and allocate the business expenses of the CC (insofar as the CC did in fact trade) to the said expenses and thus present the Court with a cogent picture that is supported by expert evidence of, for example, a transport economist and a forensic auditor. The plaintiff presented no such evidence in support of proving its loss of profit. The evidence presented was nothing more than unsubstantiated opinion evidence that is of no evidential value in proving the plaintiff's loss of profits. The dictum in *R v Theunissen* 1948(4) SA 34 (CPD) is apt in this regard:

'In my opinion, and it is borne out by authority, he could have deposed to the facts which he had found and upon which he relied as the foundation for the opinion, but an opinion, unaccompanied by the foundation on which it is based, is again of no value to the judicial officer who has to make a finding on it.'

[27] The evidence of Mr Arbee was that the Silvo Transport partnership was alive and well and trading in the transport arena during the 2006 - 2007 tax years. The financials in this regard are instructive. Mr Arbee testified that the partnership auditors are qualified and professional people who drew up the said statements on the correct information furnished. He had no reason to doubt the veracity/reliability of the said statements. In this regard the profit margins are enlightening:

1994: Turnover R1 042 805; profit R60 606, 26

1995: Turnover R1 731 556; profit R106 403,00
1996: Turnover R2 495 635; profit R47 130,00
1997: Turnover R3 202 015; Loss R56 509,00.
These profits and losses fly in the face of the claims for loss of income advanced on behalf of the Plaintiff.

[28] On a consideration of the totality of the evidence of the plaintiff, I find that the plaintiff has failed to prove its claim for loss of income flowing from the plaintiff's unlawful deprivation of the use of its truck and trailer during the period in question.

Costs

[29] For all practical purposes, the trail was conducted on one issue only: Did the plaintiff suffer a loss of income? Costs must therefore follow the result. The plaintiff must therefore bear the costs of these of the action.

[30] In the result, it is ordered that:

1. The defendant is ordered to pay the plaintiff the amount of R96 491, 00.

2. The defendant is ordered to pay the plaintiff interest on the amount of R96 491,00 at the rate of 15% per annum, from the date of the receipt of the letter of demand, being 16 October 1996, up to and including 13 March 2001 and thereafter from date of judgment to date of payment.

3. The defendant is ordered to pay the plaintiff the amount of R57 017,00.

4. The defendant is ordered to pay the plaintiff interest on the amount of R57 017,00 at the rate of 15,5% per annum from the date of receipt of the letter of demand, being 16 October 1996, up to and including 13 March 2001 and thereafter from date of judgment to date of payment.

5. The plaintiff's claim for loss of income is dismissed.

6. The plaintiff is ordered to pay the defendant's costs.

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KATHREE-SETILOANE
JUDGE OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG PROVINCIAL DIVISION,
PRETORIA

Counsel for the Plaintiff: Mr E Wessels

Instructed by: Hesselink Konig Incorporated

Counsel for the Defendant: H J De Wet

Instructed by: The State Attorney

Transcript of evidence received - 23 October 2016.

Date of Judgment: 24 February 2017.