



CASE NO.: [T] I 2802/2010

IN THE HIGH COURT OF NAMIBIA

In the matter between:

E N S

PLAINTIFF

and

M S

DEFENDANT

CORAM:

UNENGU, AJ

Heard on: 2011 January 18-21

Delivered on: 2011 April 1

JUDGEMENT

UNENGU, AJ.: [1] In this matter, the Plaintiff Mr S a legal practitioner of this Court, is suing his wife for divorce . They were married to each other without ante nuptial contract, on 12 November 1994 before a Reverend of the Evangelical Lutheran Church here in Windhoek. Three children, to wit two boys and one girl were born out of

the marriage between them. They are still minors of ages 9, 13 and 15 years old. On 13 August 2010 Plaintiff caused a combined summons to be issued against his wife for divorce on the ground of adultery and is claiming the following relief be granted to him:

- “1. (a) A final order of divorce as a result of defendant’s adultery; in the alternative
- (b) (i) An order for the Restitution of Conjugal Rights and failing compliance therewith;
- (ii) A final order of divorce
- 2. An order for the forfeiture by the defendant of the benefits of the marriage in community of property
- 3. An order that the custody and control of the minor children be awarded to the plaintiff;
- 4. An order in terms whereof all the immovable properties registered to the parties to be transferred into the name of the plaintiff, that the defendant shall sign any and/or documentation acquired to effect the transfer of the aforesaid immovable properties. In the event of the defendant failing and/or refusing to sign such documentation within seven (7) days of being called upon to do so in writing, the Deputy Sheriff shall be authorized to sign any/or all documentation to effect transfer of the aforesaid immovable property.
- 5. Costs of the suit in the event that the defendant defends this action.
- 6. Further and/or alternative relief.”

[2] These particulars of claim were amended time and time again as the parties exchanged pleadings between them.

[3] Meanwhile defendant on her turn also counter-claimed and made various allegations against plaintiff, amongst others, an adultery with a certain Rosa da Silva (aka Lollo). In her claim, defendant prayed for:

- “(a) A final order of divorce on account of the plaintiff’s adultery;
- (b) i) An order for Restitution of Conjugal Rights and failing compliance therewith;
- ii) A final order of divorce.

2. An order for the forfeiture by the plaintiff of the benefits of the marriage in community of property.
3. An order that the custody and control of the minor children be awarded to her but plaintiff to have right of reasonable access.
4. An order that plaintiff pays for maintenance in the amount of N\$10 00.00 per month per child.
5. An order that plaintiff pays for all the medical expenses of the minor children.
6. An order that plaintiff pays for all the educational needs for the children.
7. An order that plaintiff pays for the maintenance in the amount of N\$25 000.00 per month to the defendant until she becomes self sustaining and or acquires a decent employment.
8. Costs of suit.
9. Further and/or alternative relief.”

[4] As previously indicated, the parties exchanged pleadings between them and when the pleadings closed, bundles of other documents were discovered by the parties to each other. I shall later come back to some of the documents discovered by plaintiff. The matter was then set down for trial on 18 until 21 January 2011. But before trial, a pre-trial conference in terms of Rule 37 (1) was held with the aim of reaching an agreement on possible ways of curtailing the duration of the trial. However, nothing significance was reached and as a result a full trial followed. At the trial, plaintiff was represented by Ms Van der Westhuizen while defendant was represented by Mr Masuku, a legal practitioner from South Africa. During the trial, while plaintiff was still leading evidence, the parties on advice of their counsel agreed to deal only with some of the disputes between them. Consequently, a settlement agreement was reached and signed. In the settlement agreement the plaintiff and defendant agreed:

1. That a decree of divorce be granted to them.

That the parties shall have joint custody and control of the three minor children.

That the plaintiff shall be responsible for all the expenses relating to the minor children, including but not limited to educational, medical, dental, extra mural, clothing and food.

That none of the parties shall be responsible for any payment of maintenance in respect of the minor children to the other party.

That being the case, the above-mentioned issues have been settled and were no longer in dispute between them. The only issues still in dispute and which the court must

decide upon are the ground of divorce, spousal maintenance, forfeiture of benefits of the marriage in community of property and the costs of the suit.

[5] Now I turn to consider the evidence presented by the parties. Only a summary will be given to avoid a repetition of what the witnesses have said in their testimonies. During August 2010 plaintiff left Namibia for South Africa to attend a board meeting in Cape Town. On his arrival back from Cape Town, he got information that his wife was involved with a strange male person. The information revealed further that this male person was taken to his house by defendant, took him around in the house, visited various night clubs in town together and went to a hotel where they remained until 06h00 the Saturday he arrived from Cape Town. The same day, plaintiff and defendant went to the theatre for entertainment where he left the defendant with her sister and came back home. Defendant also came back home later. The same evening, while sleeping, but at about 01h00 in the morning, plaintiff told defendant to answer her cell phone which was ringing persistently. Defendant, however, ignored him. When plaintiff woke up in the morning, he and the children prepared themselves and went to church. On their arrival back from church, he saw defendant also entering the house carrying Wernhill Shopping Centre plastic bags. The following day, defendant and her sister went to the Pelican Bar where defendant was involved in a brawl publicly in full view of everybody who was present in and around the bar. He was called to the bar to collect the defendant because she did not want to leave the bar. Plaintiff drove to the bar where he found defendant in a state of drunkenness. The defendant swore and insulted him. He, however, managed later to retrieve the car key from her and gave the car to the nanny to drive it back home. Defendant left with her sister by taxi and arrived home the next day at about 21h00. She was a bit calm and as such plaintiff wanted to know from her whether she was in a position to talk to him about what he had heard happened during his absence from home. Defendant however did not take this kindly and again swore and insulted him in the presence of their children.

[6] In spite of all this, with the assistance of friends plaintiff managed to trace the male person with whom defendant was visiting the town and with whom she was at the hotel. Some information about this man was retrieved from the cell phone of defendant where plaintiff also saw a picture of the said man. Elmarie, the sister of defendant was also enquiring about who the stranger was with whom defendant was involved. This stranger was later identified as Shakeel Ahmed. A meeting was arranged between plaintiff and his friends on the one hand and Shakeel Ahmed and his friend on the other. It was decided to record the discussions at the meeting.

[7] During the discussions, Shakeel Ahmed admitted to plaintiff that he had sexual intercourse with defendant in Fürstenhof hotel. He also signed a statement which was later sworn to by him at the Police Station before a Commissioner of Oath. Mr Shakeel Ahmed repeated his story when called to testify in the trial. He described to the Court how he and defendant had met that day, and how they talked to each other and which places they visited until the time they went to Fürstenhof hotel where he booked a room

for himself and defendant. According to him, they shared a bed together and had sexual intercourse. At the start of his evidence in court, Shakeel Ahmed identified defendant by pointing at her while she was sitting in court during the trial. According to him, they met in Standard Bank at the Loan Department where he and his friend were waiting to be assisted. He and defendant, whom he never knew before, made eye contact. He then went to her and she asked him what he was doing in Windhoek. She then invited him for coffee; whereupon he told her that he was from Oshikango and that he came to Windhoek for visa affairs. When he said this, defendant told him that she had a lawyer friend who could help him. The two then went to a coffee shop where they sat and talked. Ahmed was later called by his friend to go back to the bank. In the afternoon, Ahmed said defendant called him on his phone and picked him up in her Lexus car. She drove around with him until they went to the hotel where they slept and checked out the following morning at 06h00. Defendant then dropped him at his friend's house in town. During sexual intercourse, he used a condom for protection. They again met during the day, went to the park where they sat for a few hours and she dropped him home in the afternoon. The following day, Sunday, defendant called again at about 08h00 to make an appointment with him. They met again and went to a coffee shop where they sat until about 11h00 when they separated.

[8] I have to point out here that Ahmed's evidence is crucial to the case of plaintiff to prove adultery. The other two witnesses, Khan Malik Lutab and Nuuyoma, the nanny of the plaintiff and defendant, similarly gave important evidence in the matter. Mr Lutab played an important role in bringing the plaintiff and Mr Ahmed together. He made it possible for the two to meet and also corroborated Mr Ahmed in some material respect of his evidence, in particular about what transpired in the bank when Mr Ahmed and the defendant met for the first time. Mr Ahmed also forwarded text messages sent to his phone by the defendant to Mr Lutab.

[9] Ms Nuuyoma, testified that she was appointed by the plaintiff as a nanny to take care of the children, wash and iron clothes, cook and take children to and from school. She testified further that she alone helps the children with their schoolwork. According to Ms Nuuyoma, when the defendant is at home, she just watches television, sleeps during the day and goes out in the evenings. Ms Nuuyoma also testified that while plaintiff was away, the defendant entertained six male friends at home. She said that they did braai meat for defendant and her six guests which they ate while drinking wine. Further, she testified that the defendant is a person who when angry, fought with plaintiff or took household items and threw these at him or on the ground. She testified further that one day defendant came home with a man, then left the house with this man and only came back the following morning at about 07h00.

[10] I must point out here again that all four, witnesses were cross-examined by Mr Masuku, counsel for defendant. The plaintiff and Mr Ahmed were extensively cross-examined. Indeed, they were subjected to an excruciating cross-examination. On a question put to him by Mr Masuku that it was a brave thing for him to testify the way he did about something he could get killed for, Mr Ahmed replied boldly that he did so because he had a big feeling of guilt in his heart. Similarly, on another question put to

him as whether he did tell anybody voluntarily that he had sex with defendant to show that he was feeling guilty, he replied that he did tell his friends about it only after he started receiving phone calls from defendant. Mr Masuku, in his follow up questions to Mr Ahmed, pointed it out to him that he was threatened to be deported from Namibia by someone and therefore his testimony in court was not given out of his free will. This attempt, however, did not succeed because the witness denied testifying under duress or under undue influence due to threats of deportation from Namibia. He said that he had a work permit (visa) to stay in the country. When put to him that “Mrs Shikongo denies that you had sex with her”, Mr Ahmed replied “I had sexual intercourse with her, in that hotel room from 02h00 till 06h00 in the morning”.

[11] The following exchanges between Mr Masuku and the defendant ensued: “the defendant says that when you left the club she dropped you off at the hotel because you wanted to stay at the hotel, it was late and she dropped you at the hotel and left and went home”. Mr Ahmed replied, “I went to the hotel because she told me she wanted to go to the hotel.....she did not drop me at the hotel, she was with me in the hotel....” At the end of his cross-examination, Mr Masuku put it to the witness that he (Ahmed) has to get something in return to give the testimony he did. This was also denied by the witness.

[12] As previously indicated, after the evidence of Ms Nuuyoma, the plaintiff closed his case, whereupon the defendant was called to testify. She did not call any other witness. The gist of her evidence is as follows. The plaintiff and she married on 12 November 1994 and that they had known each other for six years before they married. She said that three children were born to them from the marriage. According to her, it went well during the first ten years of their marriage although there were some minor occasional confrontations. However, after the birth of their third child, she noticed that the plaintiff would leave the house in the morning before the defendant when the children were awake, and would return at 21h00 in the evening or even later when they were already asleep. She went on to tell the Court about some problems they experienced in the house, in particular the work schedule of plaintiff. He spent more time at his office than with his wife and children, she said. Defendant also elaborated on her own work schedules during the time she was a teacher and also when she was a senior manager with Old Mutual.

[13] According to her, they bought a house in Pioneers Park by mutual agreement between the two of them. She also made some contributions towards the buying of this property through the subsidy she received as a teacher. Later, they bought a plot from the municipality which they developed into a dwelling place. She, however, denied being violent and aggressive for no apparent reason. She admitted to be aggressive in instances where plaintiff totally disregarded her stance on issues as she considered this to be disrespectful. She also explained the reason why the six male persons visited her house. According to her, these men were colleagues, not friends and also that she did not “*partying*” with them, as it was said by plaintiff and Ms Nuuyoma.

[14] The defendant denied having sexual intercourse with Mr Ahmed. According to

her, she dropped Mr Ahmed off at the hotel and left for home. She denied going with him to the room which he had booked at the hotel. Thereafter, the defendant was then cross-examined by Ms Van der Westhuizen, counsel for the plaintiff. The defendant failed to give a straight-forward answer to the first question. She could not explain satisfactorily where she was between 04h30, the time she dropped Mr Ahmed at the hotel, and 06h00, when she arrived home. It was more difficult for her in cross-examination to explain satisfactorily why as a married woman, she took a strange man, in the person of Mr Ahmed, to various establishments and other places in town. Neither could she explain or give any good reason why she took a picture of Mr Ahmed on the Sunday, while the husband and children were at church. However, she agreed with counsel for plaintiff that it was not unreasonable for plaintiff to be suspicious of her when she leaves the house in the evening and only comes back the following morning. More so, when he was absent from home.

[15] However, defendant did not tell the court about plaintiff's adultery with Lollo da Silva to prove her counter-claim. The case of defendant was then closed without calling any other witness. Counsel for both plaintiff and defendant then made their submissions. They did not submit heads of argument but proceeded to address the court orally by first summarizing the evidence. They did so in detail, in my view. At this stage, it suffices to mention that both counsel, after their evaluation of the evidence as a whole, requested the court to grant them the orders they prayed for.

[16] In the aforementioned settlement agreement they have agreed, amongst other things, that:

- "a) The parties shall have joint custody and control of the there minor children;
- b) The minor children shall continue to reside with the defendant, subject to the plaintiff's right of joint custody and control;
- c) The residence of the minor children with the plaintiff wherever required shall be arranged in such a way as not to unduly interfere with the stability of their upbringing and welfare;
- d) The plaintiff shall be responsible for all the expenses relating to the minor children, including but not limited to educational, medical, dental, extra-mural activities, clothing and food; and
- e) That none of the parties shall be responsible for any payment of maintenance in respect of the minor children to the other parties."

The aforesaid issues are not in dispute anymore, the settlement agreement will be made an order of the court in this judgment. Similarly, the issue of spousal maintenance, although not settled by the parties in the agreement, it would appear as if the defendant has abandoned her claim for maintenance. The defendant did not lead evidence on the issue of her own maintenance. There is no evidence led by the

defendant to establish why she needed N\$25 000.00 per month for maintenance from the plaintiff. Besides the defendant is now gainfully employed at Griffin and earns a handsome salary of N\$35 000.00 per month before deductions. In my opinion, the defendant has failed to make out a case for her maintenance and so the prayer is rejected, and it falls away.

[17] Another aspect of the pleadings which was not pursued by defendant is the issue of her counter-claim. Defendant alleged in her pleadings that plaintiff had committed adultery with one Rosa da Silva and also that plaintiff did not show love and affection towards her. Defendant did not lead evidence in respect of any of these allegations. That being the case, the counter-claim of the defendant is dismissed with costs. I do not find it to be vexatious or frivolous the defendant to file a counter-claim and not bring any evidence in respect of it during trial. Therefore the costs granted is one of a party and party scale and to be paid from defendant's own estate.

[18] The remaining issues still to be decided are the allegations of adultery committed by the defendant and Shakeel Ahmed, in relation to the question of the division or otherwise of the benefits arising from the marriage in community of property and the costs of the suit. I shall deal with the aspects of adultery and the other factors which contributed to the breakdown of the marriage first.

[19] It is common cause that plaintiff previously instituted divorce proceedings against the defendant which he later withdrew subject to certain conditions. One such condition was that defendant should attend marital counseling. The reason for that action was because of the theft of blank cheques stolen from plaintiff, which the defendant presented to the bank for cash by forging the signature of the plaintiff. This incident was admitted by the defendant after she was told by plaintiff that she was identified by cameras at the bank as the person who presented the stolen cheques for cash.

[20] Further, defendant in her own hand-writing wrote and delivered a letter wherein she had admitted causing plaintiff much pain during the past couple of years, in their marriage in which she said: "almost cost our marriage". In the same letter the defendant admitted and said: "I have made the same mistakes repeatedly which justify your response but that if I commit myself to solving it amicably it will be solved. I vowed to keep my marriage vows and never think about divorce but rather try to settle the differences with dignity and respect you deserve, which is long overdue". The defendant also, after she smashed the windows of plaintiff's office, left a note for plaintiff to read. The contents thereof read as follows:

*"Try new strategies, this is so boring did an excellent job turning your
ass nasty. Well done Maggy."*

This is another letter by the defendant to the plaintiff to apologize for what she has done to him:

“Dear Elias, I want to apologize to what I have done in anger and frustrations at current situation which were not addressed nor rectified. I would appreciate it if we can address it as soon as possible in order to iron out misunderstandings and misconceptions. I hope my apology and suggestion would be accepted. You know where to find me. Maggy.”

[21] Furthermore, defendant did not deny that she bought a full set of furniture at Nictus Furnishers consisting of a kitchen set, a bedroom set and a lounge suit which set she caused to be delivered at her sister's house from where the same set of furniture was relocated to Cape Town where her parents stay. This was done without the knowledge of plaintiff who was responsible for the payment of the installments thereof. This conduct of defendant is both reprehensible and repulsive. She did not only treat plaintiff with disrespect by insulting and swearing at him, but also stole money from him. To rub salt into the wound, the money which had been given to the defendant for payment of the debts at Nictus Shop by the plaintiff, was utilized for something else. The behaviour of the defendant, in my opinion, was the sole cause of the breakdown of their marriage. In any event, this time plaintiff sued her for a divorce on the ground that she had committed adultery with Shakeel Ahmed. Both plaintiff and Mr Ahmed testified in the matter. Mr Ahmed's evidence, I do not intend to repeat it here, was credible and satisfactory in every material respect, but the same cannot be said for the defendant's testimony. Mr Ahmed told the court the whole history of what he and defendant did and which places they visited on the particular day. He said that defendant and he went to a hotel in town, booked a room for him and defendant at the latter's recommendation. They booked at Protea Hotel in the name of "Abed" which is not his real name for fear of being identified. According to him, charges for two people were paid; whereafter he and defendant went into the room, undressed themselves, first started kissing one another and then had sexual intercourse. They left the hotel room at 06h00 in the morning and was dropped off by defendant at his friend's house. Defendant agrees that they were together at the hotel but denies having sex with him. She admits taking him home at about 06h00. As said previously, the defendant did not tell the court the truth. She failed to explain satisfactorily to the court where she was between the time she left Mr Ahmed at the hotel (as she was alleging) and 06h00 when she arrived home at about 07h00. She was evasive in answering questions put to her by counsel of plaintiff. When confronted by the plaintiff, about what she had done with Mr Ahmed, a strange man

whom she never knew before, defendant became angry and defensive. This reaction is not that of an innocent person but of someone who has done something wrong and was hiding it from others. One would have expected defendant to tell her husband (Plaintiff) what her dealings were with Mr Ahmed spontaneously, if she were innocent. Mr Ahmed, when confronted to explain what he and the defendant had done during their encounter on the particular evening, he did not waste time and did not try to look for excuses. He immediately admitted that he had sexual intercourse with defendant at a hotel in town.

[22] The evidence of the defendant to the effect that she only dropped Mr Ahmed at the hotel and went away, is false and is rejected. The true version is that of Mr Ahmed, when he said that the defendant and he had sexual intercourse in the hotel. His version is supported by the events involving them that took place prior to and after the commission of the adultery. The defendant admitted some of these events. She, in a secret manner, on Sunday while the plaintiff and the children were away for church service, went to meet Mr Ahmed at a pre-arranged place and took photographs of him using her cell phone. For reasons stated above, I am satisfied that plaintiff has proved adultery of his wife (defendant) with Mr Ahmed. He is therefore entitled to a final decree of divorce on the ground of adultery.

[23] This brings me to the issues of division of forfeiture of the benefits arising from the marriage in community of property and costs of the suit. On the evidence as a whole I find that the defendant was the sole cause of the breakdown of their marriage. She did not only steal and defraud the plaintiff, but also she committed adultery with a stranger to the embarrassment and humiliation of the husband. She did not steal the cheques because she was in need of money. The evidence, not only from the plaintiff but also from defendant herself, is that she got more than enough money from the plaintiff to spend as she pleased. Money was not a problem to her. She educated herself in different fields of studies at the expense of the plaintiff but she still found it fit to deplete the estate she referred to as "common estate" through theft and fraud and at times spent it on alcohol in order to entertain male companions

[24] Defendant also broke household effects and windows of the plaintiff's business while angry. She bought also furniture which she pretended was for the common house but she sent them to her parents in a foreign country without the knowledge of the husband who was responsible for the payment of the monthly installments thereof. This is an indication that defendant never helped to build up the common estate but hers was to deplete it. She did not even help with the taking care of the children. This responsibility was shifted to the nanny. Further, defendant was disrespectful to the plaintiff whom she always insulted and swore at, some times, in the presence of their minor children. The result is that I find that the defendant was not serious with her marriage with plaintiff. If she were serious, she would not have sent text messages like this one: "go and fuck your family and friends, that is what they want anyway, explain where you socialized all those years, send divorce summons Wambo, stop bothering me and my companions, I enjoy their company." Does this mean that her companions are more important to her than her Oshiwambo speaking husband? That seems to be the case.

[25] Counsel for plaintiff referred me to the *South African Law of Husband and Wife* by Hahlo, 4th ed, and to the Matrimonial Affairs 1953 Act, 37 of 1953 and submitted that the defendant has turned her back on her marriage and wrecked it with adultery, and therefore, she should not benefit from that marriage. Furthermore, counsel asked for an order for forfeiture to be granted in favour of the plaintiff saves for the tender made to the defendant if accepted. On the other hand, Mr Masuku counsel for the defendant reminded the court of what he referred to as two facts or requirements which must be complied with in order to succeed in obtaining a forfeiture order. The first requirement, he said, is that plaintiff must be an innocent party to the breakdown of the marital relationship. According to him, if the court finds that Plaintiff was 20% responsible for the breakdown of the marriage, then he should not be awarded a full forfeiture order. The second requirement to be complied with, he said, is that plaintiff must establish that defendant is guilty for the breakdown. Mr Masuku submitted that in his view, plaintiff was not as innocent as he was portrayed by his counsel. In conclusion Mr Masuku, referred the court to the case of *Opperman v Opperman* 1962(1) SA 456 (SWA) at 457 H where the judge had this to say in response to a request from the plaintiff for a forfeiture order:

“It seems to me to be quite clear from the authorities that although the court has no discretion to withhold an order for the forfeiture of the benefits if that is claimed by the innocent spouse, it still has a discretion to decide whether it should itself determine the value of the joint and define the position that the guilty spouse will have to forfeit.”

[26] In the present case no evidence has been placed before court upon which it could determine the value of the joint estate in order to define the portion the guilty spouse will have to forfeit. This, however, is still in the discretion of the Court. The defendant failed to persuade the court to exercise its discretion not to exclude her from the benefits arising from their marriage. As I have shown above, the defendant was the sole cause of the breakdown of the marriage. Besides, she contributed very little, if any, to the building up of the joint estate. On the totality of the evidence, I am satisfied that the plaintiff has established that the defendant should forfeit the benefits.

[27] That brings me to the issue of the costs. The award of costs in matrimonial matters is generally guided by the same principles as in other matters. The main factors taken into account are:

- 1) The discretion of the Court in regard to costs; and

The successful party should, as a general rule, be awarded his/her costs (See the *South African Divorce Handbook* by LJM Nathan at 38.)

The court may deviate from these general principles only if good reasons do exist to do so. In this case there exist no such reasons.

[28] Consequently the following orders are made:

1. Plaintiff is granted a final order of divorce;

The defendant forfeits the benefits of the marriage in community of property subject to the tender made to her by plaintiff in the terms referred to hereunder if accepted;

i) That the immovable property situated at Mostert Street 73, Pioneerspark, Windhoek, Republic of Namibia be transferred into the name of the defendant at her own cost and that the plaintiff signs all the necessary documents in order to effect the said transfer;

That the Erf situated in Cape Town be transferred into the name of the defendant and the plaintiff signs all documents necessary to effect the transfer at the defendant's own costs;

That the Lexus motor vehicle with registration number N 98448 W be transferred and registered into the name of the defendant at own costs;

That the plaintiff continues to pay the balance still outstanding and due to the bank on the property situated at Mostert Street 73, Pioneerspark, Windhoek;

That the defendant retains all the household effects and movables currently in the property to be transferred to the defendant which property is situated at Mostert Street 73, Pioneerspark, Windhoek; and

That the plaintiff shall retain the defendant on his medical aid for a period of six (6) months after the final order of divorce or until she acquires her own medical aid, whichever occurs first.

2. The defendant shall not share in any other assets of the common estate save for the tender stated above;

The settlement agreement between the parties regarding custody and control of the minor children is hereby made an order of court;

The defendant is ordered to pay the costs of suit on the scale as between party and party, which costs shall include the costs consequent upon the employment of one

instructing and one instructed counsel and such costs shall not form part of the common estate.

The defendant's counter-claim is dismissed with costs, such costs to include costs occasioned by the employment of one instructing and one instructed counsel.

UNENGU, AJ

**ON BEHALF OF THE PLAINTIFF:
WESTHUIZEN
Instructed By:**

**MS VAN DER
Krüger, Van Vuuren & Co.**

**ON BEHALF OF THE DEFENDANT:
MASUKU**

MR

**Instructed By:
Inc.**

Hengari, Kanguahi & Kavendjii

