

REPUBLIC OF NAMIBIA

HIGH COURT OF NAMIBIA,
RULING ON SPECIAL PLEA



MAIN DIVISION, WINDHOEK
OF PRESCRIPTION

Case No: I 1610/2016

In the matter between:

FRANK MICHAEL BAUKEN SHIIMI

PLAINTIFF

and

CITY OF WINDHOEK MUNICIPALITY COUNCIL

DEFENDANT

Neutral Citation: *Shiimi v City of Windhoek* (I 1610/2016) [2017] NAHCMD 288
(27 September 2017)

CORAM: PRINSLOO J
Heard: 26 September 2017
Delivered: 27 September 2017
Reasons provided: 23 October 2017

Flynote: Pleadings – Claims against Local Authorities – Claims to be brought within time period specified in legislation – Limitation of Legal Proceedings (Provisional and Local Authorities) Act 94 of 1970 read with the Prescription Act, Act 68 of 1969 (as amended) – Legislation enacted to protect Local Authorities from redundant law suites – Special plea of prescription raised in terms of legislation against the ‘creditor’ (plaintiff) – Debt considered due and payable once creditor obtains or has knowledge thereof and not on date on which cause of action arose – Test in terms of the Limitation of Legal Proceedings Act is subjective whereas the test in terms of the Prescription Act is objective.

Summary: The plaintiff sued the defendant for damages caused to his property by the defendant. The plaintiff alleges that such damage was caused by the municipal water pipe burst and leakage thereof, which were not attended to timeously by the relevant department(s) of the defendant. The leakages were ongoing from 2012 until August/September 2015 when it was attended to and repaired.

The plaintiff alleged that he only became aware of the cause of action in September 2015, therefore complying with s 2(1) (a) and (c) of the Limitation of Legal Proceedings (Provisional and Local Authorities) Act 94 of 1970, as demand was addressed to the defendant on the 18th of September 2015, which was within 90 days from day on which the plaintiff became aware of the identity of the debtor as well as the facts giving rise to the debt.

The defendant denied this, stating that the plaintiff obtained services to fix the pipe leakage during 2014 already and therefore the plaintiff cannot rely on the contention that he only became aware of the true origin of the leakage during September 2015.

The identity of the “debtor” was not an issue, the only issue to be determined was when the creditor/plaintiff got knowledge of the facts from which the debt arose.

Held – The general rule that prescription commences to run as soon as the debt is due, however, s 2 of the Limitation of Legal Proceedings Act and s 12 of the Prescription Act provides exceptions to the rule.

Held – Prescription in terms of the provisos begin running when the creditor acquires knowledge of the facts from which the debt arises, in other words, the debt becomes due when the creditor acquires a complete cause of action for the recovery of the debt or when the entire set of facts upon which he relies to prove his claim is in place.

Held further – For purposes of prescription, ‘cause of action’ meant every fact which was necessary for the plaintiff to prove in order to succeed in his claim. It did not comprise of evidence which was necessary to prove those facts. The facts from

which a debt arises are consequently the facts of the incident or transactions in question which, if proved, would mean that in law the debtor is liable to the creditor.

ORDER

1. Both special pleas are upheld with cost.
2. Cost to include the cost of one instructing and one instructed attorney.

RULING

PRINSLOO J:

[1] This matter came before me for trial, however after considering submissions from counsel for both parties regarding the hearing of the special plea, I decided that the issues as raised by the special plea should be dealt with before hearing the merits of the matter. The issues were in this regard argued on the pleadings only.

Background

[2] In this matter the plaintiff, Mr Frank M.B. Shiimi, issued summons on 23 May 2016 against the defendant, City of Windhoek Municipality Council, for damages suffered to his property situated at Erf 8739, Shanghai Street, Katutura, Windhoek. To avoid confusion I will for purposes of this ruling refer to the parties as they are in the main action.

[3] The plaintiff claims payment in the amount of N\$ 342 739.10 from the defendant in respect of patrimonial damages suffered, which includes interest rate of 20% per annum as well as an order for costs.

[4] In the plaintiff's amended particulars of claim, the plaintiff alleges that his property was damaged due to municipal water pipe burst and leakage, which were not attended to timeously by the relevant department(s) of the defendant. The burst water pipes caused leakage, which were ongoing from 2012 until August/September 2015 when it was attended to and repaired.

I shall now turn my attention to the special plea raised by the defendant:

The special plea

[5] The defendant raised two special pleas following the filing of the amended particulars of claim.

[6] The special pleas raised on behalf of the defendant are as follows, which I quote in full:

'AD SPECIAL PLEA 1:

1. Plaintiff's claim for patrimonial loss suffered by the Plaintiff is based on Defendant's alleged negligence in that Defendant was allegedly aware of the leaking municipal water pipes but nonetheless refused and/or failed to attend to and repair same timeously before causing serious damage to Plaintiff's property.
2. According to the allegations made by the Plaintiff, the Plaintiff's cause of action (the veracity of which is denied) arose during 2012.
3. In terms of Section 2(1)(a) of the Limitation of Legal Proceedings (Provincial and Local Authorities) Act 94 of 1970, no legal proceedings in respect of any debt shall be instituted against the local authority unless the Plaintiff has within ninety days as from the day on which the debt arose, served a written notice of such proceedings to the Defendant.
4. In terms of Section 2(1)(c) of the Limitation of Legal Proceedings (Provincial and Local Authorities) Act 94 of 1970, no proceedings may be instituted after a lapse of a period of twenty-four months as from the day on which the debt became due.
5. The Plaintiff failed to comply with the provisions of Section 2(1)(a) and 2(1)(c) of the Limitation of Legal Proceedings (Provisional and Local Authorities) Act 94 of 1970, in that no written notice of the proceedings was served on the Defendant and a period of twenty-four months has lapsed as from the date on which the debt became due.

6. In the circumstances the Plaintiff's claim as pleaded in the Particulars of Claim has become prescribed in terms of the provisions of Section 2(1)(a) and 2(1)(c) of the Limitation of Legal Proceedings (Provisional and Local Authorities) Act 94 of 1970.

AD SPECIAL PLEA 2:

7. In so far as Plaintiff alleges that the damage to his property was caused by water leakage since the year 2012, the Defendant pleads that:
 - 7.1 Plaintiff served its summons on Defendant on 8 June 2016.
 - 7.2 The period of three years has since lapsed after the date when the aforementioned cause of action, alternatively claim, alternatively right arose.
8. In the circumstances the Plaintiff's claim for patrimonial loss suffered by the Plaintiff has become prescribed in terms of the provisions of Section 10 as read together with the provisions of section 11 and 12 of the Prescription Act, Act 68 of 1969 (as amended).'

[7] At this juncture it is imperative to add that although the defendant pleaded to the merits of the plaintiff's claim, I am not required to consider the plea on the merits for current purposes. With that said, I shall proceed to the arguments advanced by counsel.

[8] In replication to the defendant's special plea and plea on the merits, the plaintiff contended that even though the pipes in question were leaking as far back as 2012, the complete cause of action arose once and only when the plaintiff became aware of the true origin of the water leakage which caused damage to his property, on or about September 2015. This was apparently when the defendant's agents and/or employees conducted an investigation regarding the origin of the water and agreed that the water was flowing from the municipal water pipes across the plaintiff's property.

[9] It was further submitted that plaintiff has complied with section 2(1) (a) and (c) of the Limitation of Legal Proceedings (Provisional and Local Authorities) Act 94 of 1970, as demand was addressed to the defendant on the 18th of September 2015, which was within 90 days from the day on which the plaintiff became aware of the identity of the debtor as well as the facts giving rise to the debt. Such demand was rejected on 8 December 2015.

[10] Plaintiff proceeded to issue summons on 28 May 2016, which plaintiff contended, was within seven months after the cause of action arose.

[11] Plaintiff therefor denied that his claim prescribed either in terms of Act 94 of 1970 or Act 68 of 1969, i.e. the Prescription Act. Plaintiff maintained that since the complete cause of action arose in September 2015 the claim could not have prescribed for obvious reasons.

Summary of counsel's written arguments and oral submissions:

[12] Mr Boesak argued on behalf of the defendant that the plaintiff cannot allege that the cause of action only arose in September 2015 or allege that he only became aware of the identity of the 'debtor' and the facts that gave rise to the debt as it was alleged in plaintiff's amended particulars of claim that '*municipal water pipes which burst and the leakage were ongoing as from 2012 until attended to and repaired sometime in August-September 2015.*' Yet in October 2014 the plaintiff already obtained the services of a company to repair the damages to the house.

[13] In light thereof, so it was argued, the plaintiff cannot allege that he only became aware of the true origin of the water causing damage to his property during September 2015.

[14] Mr Boesak also referred to the averment in the amended particulars of claim in which plaintiff alleges that '*on numerous occasions, reported to and requested the Defendant to attend to leakages on the said municipal water pipes but Plaintiff's efforts proved futile..*' He argued that it is quite evident that the plaintiff was well aware of the identity of the debtor herein. In replication filed by the plaintiff it was alleged that '*Defendant was requested on numerous occasions from 2012, to investigate and identify the origin of the leaking water, but it was only in September 2015 that the Defendant's agent and/or employees attended to the repair and fixing of leaking municipal water pipes.*' Therefore the plaintiff did not only have knowledge of the identity of the debtor but effectively also had knowledge of the facts giving rise to the cause of action.

[15] The counter argument by Mr Bangamwabo, on behalf of the plaintiff, is that even though the municipal water pipes in question were leaking as far back as in 2012, the complete cause of action only arose once the plaintiff became aware of the true origin of the water which caused damage to his property, which was in 2015 when the defendant's agents and/or employees conducted an investigation on the origin of the water and finally agreed that the water flowing underneath from the municipal water pipes across the plaintiff's property.

[16] It was argued that the prescription commenced running once the defendants' agents and/or employees impliedly admitted that it was their responsibility to fix and repair leaking municipal water pipes and that until September 2015, plaintiff was not entirely certain as to the origin of the leaking water which was causing damage to his property.

[17] Mr Bangamwabo further argued on behalf of the plaintiff that the plaintiff's cause of action is based upon a continuing wrong resulting from the conduct of the defendant. For this contention, plaintiff relied on the case of *Barnett and Others v Minister of Land Affairs and Others*¹ at paras 20 and 21. In *Barnett and Others v Minister of Land Affairs and Others*, a case involving the eviction of certain persons from a conservation area, a distinction was drawn between a single completed wrongful act – with or without continuing injurious effects and a continuous wrong in the course of being committed. (See page 321 C-D). The concept of a continuous wrong is well recognised and essentially results in a series of debts arising from moment to moment, as long as the wrongful conduct endures. Court was also referred to *Slomowitz v Vereeniging Town Council* 1966 (3) SA 317 A which was applied in *Barnett and Others* at page 321 E.

[18] Mr Boesak disagreed with the contentions of Mr. Bangamwabo in the strongest terms in this regard.

The law and application thereof:

¹ 2007 (6) SA 313 (SCA).

[19] The point of departure in deciding the first special plea is the interpretation of section 2 of Act 94 of 1970 (more specifically section 2(1) (a) and 2(1)(c)). However, as both special pleas relates to prescription I will not only discuss the provisions of the Limitation of Legal Proceedings Act but also the Prescription Act as the wording of the relevant sections tend to overlap.

[20] Section 2 of the Limitation of Legal Proceedings Act reads as follows:

2. (1) Subject to the provisions of this Act, no legal proceedings in respect of any debt shall be instituted against an administration, local authority or officer (hereinafter referred to as the debtor²) –

(a) unless the creditor³ has within ninety days as from the day on which the debt became due, served a written notice of such proceedings, in which are set out the facts from which the debt arose and such particulars of such debt as are within the knowledge of the creditor, on the debtor by delivering it to him or by sending it to him by registered post;

(b)

(c) after the lapse of a period of twenty-four months as from the day on which the debt became due.

[21] In the matter of *Abrahamse v Municipality of East London and Another, Municipality of East London and Another v Abrahamse*⁴ Harms J discussed the issue of “due” date of the debt as per section 2(1)(a), with reference to the other provisions of this section, as follows:

‘The “due” date has a settled meaning — it is the date on which the cause of action fully accrues⁵. The due date can be postponed by agreement (ss (2)(d)). Additionally, there are two deeming provisions concerning the due date. The first relates to the instance where the debtor intentionally prevents the creditor from

² Debtor in the current context would be the Defendant and will be used interchangeable for purpose of this judgment.

³ Creditor in the current context would be the Plaintiff and will be used interchangeable for purpose of this judgment.

⁴ (483/95, 513/95) [1997] ZASCA 38; [1997] 2 All SA 651 (A) (12 May 1997).

⁵ *Deloitte Haskins & Sells Consultants (Pty) Ltd v Bowthorpe Hellerman Deutsch (Pty) Ltd* [1990] ZASCA 136; 1991 (1) SA 525 (A) 532H-I. Further references are collected in *Snraga v Chalk* 1994 (3) SA 145 (N) 153.

coming to know of the existence of the debt. The second is to be found in ss (2)(c), the provision in contention:-

"(2) For the purposes of subsection (1)

-(a).....

..(b).....

-(c) a debt shall not be regarded as due before the first day on which the creditor has knowledge of the identity of the debtor and the facts from which the debt arose, or the first day on which the creditor can acquire such knowledge by the exercise of reasonable care, whichever is the earlier day;

(d) ... "

The effect of this provision is that the 90-day period begins to run, not from the due date, but from the first day on which the creditor

- has knowledge of the identity of the debtor and the facts from which the debt arose, or
 - can acquire such knowledge by the exercise of reasonable care,
- ("whichever is the earlier").

The meaning of the first postulate is clear and it involves a question of fact — that of actual knowledge. The second postulate is couched in the alternative and it also concerns a question of fact, albeit one more difficult to prove: on what day could the creditor have acquired the knowledge by the exercise of reasonable care? This postulate is not dependent upon the first not being present. Of concern is the "earlier" of the two. The second must, as a matter of logic, coincide with or precede the first. Is the ability of a creditor to acquire knowledge by reasonable care subject to any conditions? There are none in the Act.'

[22] The general rule is that prescription commences to run as soon as the debt is due.⁶ Section 2 of the Limitation of Legal Proceedings Act therefor appears to have exceptions to the rule, as the period begins to run, not from the due date but is subject to the provisos discussed above. Under section 12 of the Prescription Act a

⁶ Section 12(1) of the Prescription Act, 68 of 1969: (1) Subject to the provisions of subsections (2), (3) and (4), prescription shall commence to run as soon as the debt is due.

similar proviso is in place as prescription of a debt (which includes a delictual debt) begins running when the debt becomes due and a debt becomes due when the creditor acquires knowledge of the facts from which the debt arises, in other words, the debt becomes due when the creditor acquires a complete cause of action for the recovery of the debt or when the entire set of facts upon which he relies to prove his claim is in place.⁷ (See *Evins v Shield Insurance Co Ltd* 1980(2) SA 814 A at 838 D-H).

[23] Knowledge by the creditor of the identity of the debtor: It is clear from the amended particulars of claim and replication by plaintiff that he, as far back as 2012, on his version approached defendant repeatedly to investigate and repair the origin of the leaking water.

[24] From 2012 until 2015 this has been an ongoing matter between the plaintiff and the defendant, if I understand the pleadings correctly. There is no indication in the pleadings that any other entity was considered to be the cause of the leaking water as reference was made to the defendant only. The plaintiff thus does not appear to be unsure about the identity of the debtor as he apparently persisted in his requests to the defendant investigate and repair the leak.

[25] One should not lose sight of the fact that the property of the plaintiff is situated in an area regulated by a local authority, in this instance the defendant, who is in charge of basic services like water, sewerage, refuse removal and more. Plaintiff could therefore have ascertained with relative ease if the defendant was responsible for water reticulation in the area where his property is situated, as unlike in the *Abrahamse* -matter⁸ referred to *supra*, there was no question of a dispute as to the specific local authority responsible for servicing the area where the property of the plaintiff is situated.

[26] The creditor's knowledge "of the facts from which the debt arose". The date on which the knowledge of the facts from which the debt arose appears to be more complicated to determine.

⁷ *Lisse v The Minister of Health and Social Services* I 3891/2008 delivered on: 23 August 2011.

⁸ (483/95, 513/95) [1997] ZASCA 38; [1997] 2 All SA 651 (A) (12 May 1997).

[27] In *Truter and Another v Deysel*,⁹ the Supreme Court of Appeal in South Africa dealt with an argument in so far as it was submitted with regard to a medical negligence claim that until the plaintiff had sufficient detail concerning the negligent conduct in the form of an expert medical opinion, the plaintiff in terms of section 12(3)¹⁰ does not have knowledge of the facts from which the debt arises.

[29] In the matter *in casu* a very similar argument was advanced on behalf of the plaintiff, saying that the complete cause of action only arose once the plaintiff became aware of the true origin of the water which caused damage to his property and that was when the defendant's agents and/or employees conducted an investigation on the origin of the water and finally agreed that the water flowing underneath from the municipal water pipes across the plaintiff's property. This was in September 2015.

[30] At paragraph 19 of the *Truter* judgment, South African Supreme Court of Appeal reiterated this principle of section 12(3). It said:

“Section 12(3) of the Act requires knowledge only of the material facts from which the debt arises for the prescriptive period to begin running – it does not require knowledge of the relevant legal conclusions (i.e. that the known facts constitute negligence) or of the existence of an expert opinion which supports such conclusions.”¹¹

[31] For purposes of prescription, “cause of action” meant every fact which it was necessary for the plaintiff to prove in order to succeed in his claim. It did not comprise evidence which was necessary to prove those facts. (At paragraph 19)

[32] The facts from which a debt arises are therefore the facts of the incident or transactions in question which, if proved, would mean that in law the debtor is liable to the creditor.

[33] What can be problematic is that the knowledge of the identity of the debtor and the knowledge of the facts from which the debt arises does not necessarily

⁹ 2006(4) SA 168 SCA.

¹⁰12(3): ‘A debt shall not be deemed to be due until the creditor has knowledge of the identity of the debtor and of the facts from which the debt arises: Provided that a creditor shall be deemed to have such knowledge if he could have acquired it by exercising reasonable care.’

¹¹ *Id* at para 20.

occur at the same time. In the matter *in casu* it would appear from the facts that the plaintiff had knowledge of the identity of the ‘debtor’ since 2012 but allegedly only came to know the facts that gave rise to the debt in September 2015. Does that then mean that once the plaintiff had knowledge of the identity of the debtor that he could sit back and wait until all the facts from which the debt arises actually become known to him?

[34] Clearly that cannot be the case as the purpose of the legislation¹² like this is to protect the local authority against law suits whereby a litigant seeks to obtain payment of a debt allegedly due by the local authority. It is aimed at providing a local authority with the opportunity of investigating the matter sooner than later¹³. Hence section 2(2)(c) has a second part that reads “or the first day on which the creditor can acquire knowledge by the exercise of reasonable care, whichever is the earlier day.”

[35] If a debtor consequently delivers a special plea of prescription or rely on section 2 of the Limitation of Legal Proceedings Act, as in this instance, and the creditor seeks to meet it by alleging prescription did not run because, before a certain date, he did not have knowledge of the identity of the debtor or of the facts from which the debt arose, the debtor can counter that by saying that the creditor could have acquired that knowledge before that date if he/she had exercised reasonable care but failed to exercise such care and, therefore, prescription did commence to run before that date.¹⁴

[35] This means that it is not every time that creditor does not know of the existence of a debt that prescription does not commence to run. It is only in those case where the debtor is wilfully preventing or has wilfully prevented the creditor from “coming to know of the existence of the debt”. This is with specific reference to section 2(2) (b)¹⁵ of the Limitation on Legal Proceedings Act and section 12(2)¹⁶ of

¹² Limitation of Legal Proceedings Act 94 of 1970.

¹³ *Abrahams supra* (483/95, 513/95) [1997] ZASCA 38; [1997] 2 All SA 651 (A) (12 May 1997).

¹⁴ *Mtokonya v Minister of Police* [2017] ZACC 33.

¹⁵ 2(2)(b): ‘a debt shall, if the debtor intentionally prevents the creditor from coming to know of the existence thereof, not be regarded as due before the day on which the creditor come to know of the existence thereto.’

¹⁶ 12(2): ‘(2) If the debtor wilfully prevents the creditor from coming to know of the existence of the debt, prescription shall not commence to run until the creditor becomes aware of the existence of the debt’.

Prescription Act. A creditor can thus not use the exceptions created by section 2(2) (b) and 12(2) to say that in all cases where the creditor does not know of the existence of the debt prescription does not commence to run.

[36] As earlier indicated the water leakage issue between the plaintiff and the defendant has been ongoing since 2012. It was indicated in the particulars of claim that the attempts of the plaintiff was futile. It is however not clear what the nature of the plaintiff's attempts were or why it was said to be futile. I cannot draw any inferences from the defendant's alleged failure to assist the plaintiff as there is nothing before court to corroborate plaintiff's allegations in this regard. Even if the court accept what the plaintiff alleges in this regard it can still not be inferred from the particulars of claim that the debtor (defendant) wilfully prevented the plaintiff from coming to know of the existence of the debt.

[37] In *Drennan Maud & Partners v Pennington Town Board*,¹⁷ Oliver JA said:

'[s]ection 12(3) of the Act provides that a creditor shall be deemed to have the required knowledge "if he could have acquired it by exercising reasonable care." In my view, the requirement "exercising reasonable care" requires diligence not only in the ascertainment of the facts underlying the debt, but also in relation to the evaluation and significance of those facts. This means that the creditor is deemed to have the requisite knowledge if a reasonable person in his position would have deduced the identity of the debtor and the facts from which the debt arises.'

[38] Although the Limitation of Legal Proceedings Act does not have the same deeming provision as the Prescription Act, a similar principle of '*can acquire such knowledge by the exercise of reasonable care*' is encompassed in sub-section (2)(c) of the said Act. In order to determine whether the plaintiff exercised "reasonable care," his conduct must be tested by reference to the steps which a reasonable person in his or her position would have taken to acquire knowledge of the cause of action. Even if the test in respect of Limitation of Legal Proceedings Act is subjective and not objective, the objective test would apply in respect of the second special plea in terms of the Prescription Act.

[39] In *Leketi v Tladi NO & others* [2010] 3 All SA 519 (SCA) para 18 Mthiyane JA said:

¹⁷ 1998 (3) SA 200 (SCA) at p 209F-G.

'[I]t seems to me that the adverse operation of section 12(3) is not dependent upon a creditor's subjective evaluation of the presence or absence of "knowledge" or minimum facts sufficient for the institution of a claim. In terms of section 12(3) of the Prescription Act, the "deemed knowledge" imputed to the "creditor" requires the application of an objective standard rather than a subjective one. In order to determine whether the appellant exercised "reasonable care," his conduct must be tested by reference to the steps which a reasonable person in his or her position would have taken to acquire knowledge of the "fraud" on the part of Albert.'

[39] The only correspondence with the defendant regarding the leakage is dated 18 September 2015 in which the plaintiff referred to a municipal main water pipe that has been leaking for four (4) years. This letter was apparently only written after employees or agents of the defendant attended to the complaint of the plaintiff and found the leak.

[40] One cannot determine from the pleadings what the plaintiff did in the period 2012 to 2015 in exercising said reasonable care.

[41] Having regard to the time periods concerned I must agree with the able argument of Mr Boesak that the prescription could not have commenced in September 2015 only when the plaintiff got a report from the employees or agents of the defendant.

[42] The identity of the debtor is clearly not an issue in this matter and as a result the only issue remaining is when the creditor/plaintiff got knowledge of the facts from which the debt arose. In 2014 already the plaintiff repaired the damage to his house and during the course of such reparations plaintiff made use of an expert. The supposition that the plaintiff therefor only became to know of the existence of the debt in 2015 seems to be unlikely.

[43] It would appear that the plaintiff became aware of the "debt" and the facts from which the debt arose during 2012. From the pleadings no specific date can be determined as to the exact date when the plaintiff became aware of the facts from which the debt arose. There is no application before court for extension of time to comply with the provisions of section 2(1) (a) of the Limitation of Legal Proceedings

Act, nor is there an application for condonation for non-compliance with the ninety (90) day period as set in the relevant section. In terms of the said section written notice of the institution of legal proceedings need to be served on the 'debtor' within ninety days of becoming aware of the relevant debt, and this was not done.

[44] As that is the case then the claim of the plaintiff has prescribed in respect of both the Limitation of Legal Proceedings Act and the Prescription Act. I considered the argument advanced on behalf of the plaintiff on the principle of continuous wrong arising from a series of debts arising from moment to moment. I am however strongly of the opinion that the continuous wrong argument does not avail itself to the plaintiff.

[45] I reiterate what I said earlier in this judgment. Plaintiff cannot fail to exercise reasonable care for a number of years and then base his claim on continuous wrong principle.

[46] I therefore make the following order:

1. Both special pleas are upheld with cost.
2. Cost to include the cost of one instructing and one instructed attorney.

JS Prinsloo

APPEARANCES

PLAINTIFF:

F BANGAMWABO

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DEFENDANT:

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