REPUBLIC OF NAMIBIA

HIGH COURT OF NAMIBIA MAIN DIVISION, WINDHOEK

JUDGMENT

Case no: HC-MD-CIV-ACT-CON-2023/04193

In the matter between:

CLAUDIA MATTER **PLAINTIFF**

and

RENE DIETER DE SCHMID **DEFENDANT**

Neutral citation: *Matter v de Schmid* (HC-MD-CIV-ACT-CON-2023/04193) [2024] NAHCMD 213 (6 May 2024)

Coram: SCHIMMING-CHASE J
Heard: **19 March 2024**
Delivered: **6 May 2024**

Flynote: Practice – Rules of court – Summary judgment – Rule 60(2) – Rule 60(6) – No further evidence may be adduced except as stated in the subrules – Where additional evidence is adduced in summary judgment proceedings, the court may disregard this additional evidence – This does not bar the plaintiff from proceeding with the summary judgment application.

Practice – Summary judgment – Extraordinary and drastic application – Defendant must put forward a triable and arguable defence which may succeed at trial – In this instance, no particularity was proffered to court on the defendant's defence(s).

Summary: The plaintiff applied for summary judgment against the defendant for payment of N$2 519 000 together with interest and legal costs. The plaintiff's claim is based on a written acknowledgement of debt signed by the parties on 6 December 2022 at Otjiwarongo. The plaintiff pleads that the amount was payable on or before 31 May 2023, which the defendant failed to pay.

The defendant raised various points in limine and defences. At the outset, the defendant raised an issue that certain 'without prejudice' communication was attached by the plaintiff to the rule 32(10) report and as a result, summary judgment should be refused on this basis alone. On behalf of the plaintiff, it was conceded that the communication was mistakenly attached. The court was invited to disregard this improperly included communication.

In the plaintiff's affidavit verifying the cause of action, the plaintiff also adduced additional evidence relating to the interest calculation in contravention of rule 60(6) read with subrule (2). It was submitted on behalf of the defendant that the court must dismiss the entire summary judgment application. The submission on behalf of the plaintiff was that the additional inadmissible evidence should similarly be disregarded by the court as well.

On the merits, the defendant's defences were that the original loan agreement was concluded between himself and the plaintiff's husband for an amount of N$883 000. He asserted that there was a 'blatant' misrepresentation in respect of the signing of the acknowledgment of debt, as it should have been signed between himself and the plaintiff's husband and not the plaintiff. He further asserted that the amount of N$1 636 000, which was calculated on the apparent N$883 000 to equal N$2 519 000 exceeds the rates provided for in the Conventional Penalties Act 15 of 1962.

The defendant submitted further that the parties agreed to the jurisdiction of the magistrate's court and that the plaintiff should not have instituted the proceedings in this court.

Held that, it was irresponsible of the plaintiff's legal practitioner to attach 'without prejudice' communication to court documents. However, this oversight on its own, cannot, in the court's view, be a reason to dismiss the plaintiff's application. The court disregarded and struck this impermissible communication.

Held further that, the prescripts of rule 60(2) read with subrule (6) limit the plaintiff to only adduce evidence relating to the verification of the cause of action and amount claimed, as well as stating that the defendant has no bona fide defence and entered an appearance to solely delay the matter. Any further evidence is prohibited. The plaintiff's averments relating to interest breached the rule but did not render the summary judgement application nugatory.

Held further that, the additional information relating to interest in the affidavit would be similarly disregarded, and the court would consider the verified cause of action alone.

Held further that, it is trite that summary judgment is an extraordinary remedy which should only be granted if there is no doubt that the plaintiff has an unanswerable case.

Held further that, the defendant failed to provide facts showing that there was a loan agreement concluded between him and the plaintiff's husband as alleged. No particularity was provided indicating where and when the loan agreement was concluded, and the terms of the agreement.

Held further that, the provisions of the Conventional Penalties Act 15 of 1962 and Usury Act 73 of 1968 find no application in this instance.

Held further that, this court's jurisdiction is not ousted and the defendant's arguments on this score are rejected.

Held further that, the defendant failed to raise a triable defence to the plaintiff's claim. Summary judgment is granted in favour of the plaintiff.

ORDER

Summary judgment is granted in favour of the plaintiff against the defendant in the following terms:

1. Payment in the amount of N$2 519 000.

2. Interest on the amount of N$2 519 000 at the rate of 20 per cent per annum as from 1 June 2023 to date of final payment.

3. Costs of suit on a scale as between attorney and client, as agreed, and consequent on the employment of one instructing and one instructed counsel.

4. The matter is regarded as finalised and removed from the roll.

JUDGMENT

SCHIMMING-CHASE J:

(a) The plaintiff, Ms Claudia Matter, applies for summary judgment against the defendant, Mr Rene Dieter de Schmid, who opposes the application.

(b) The plaintiff instituted legal proceedings against the defendant on 12 September 2023, seeking payment of N$2 519 000 together with interest at a

rate of 20 per cent per annum as of date of demand until date of final payment, and legal costs on a scale as between attorney and client.

(c) The plaintiff's claim is premised on a written acknowledgment of debt ('AOD') signed by the parties personally on 6 December 2022 at Otjiwarongo.[1] She pleads that payment by the defendant was due on or before 31 May 2023 and that the defendant has, notwithstanding demand, failed and neglected to pay this amount or any part thereof to the plaintiff.

(d) There are a number of preliminary points raised by the defendant in his opposition to the summary judgment application, which I deal with before proceeding to determining the merits of the application.

(e) Upon the defendant entering an appearance to defend the main action, the parties – in compliance with the case planning conference notice dated 17 October 2023 – filed a joint case plan on 29 October 2023. The parties indicated that the plaintiff intended to apply for summary judgment. Premised on this, the court directed the parties to comply with rule 32(9) and (10) on or before 10 November 2023, and for the plaintiff to lodge the application for summary judgment on the aforesaid date.

(f) On 10 November 2023, the plaintiff filed a rule 32(10) report without striking through certain 'without prejudice' communications of the plaintiff. A 'notice of incorrect filing' was then filed by the plaintiff, bringing the mistake to the attention of the court. A 'corrected' rule 32(10) report was filed thereafter by the plaintiff in which it was simply reported that a settlement offer was made, which the plaintiff rejected.

(g) Mr Viljoen, appearing for the defendant, raised this issue *in limine*. As I have it, counsel argued that the court must dismiss the summary judgment application on this basis alone, because 'without prejudice' communication may not be disclosed to court where there is no agreement on this.

---

[1] A copy of the AOD is attached to the particulars of claim and reads that the claim amount is 'in respect of monies lent and advanced during July 2021'.

(h) Mr Lochner, who appeared for the plaintiff, conceded that the 'without prejudice' communications should not have been included in the aforesaid report. He submitted that this was never intended to be disclosed to the court and was a mistake. Counsel argued that this does not bar the plaintiff from seeking summary judgment and neither can it be a 'shield' against summary judgment, because the contents of the communications are merely inadmissible.

(i) I must mention that it was irresponsible of the plaintiff's legal practitioner to attach 'without prejudice' communications to court documents. However, I am disinclined to agree with counsel for the defendant that this bars the plaintiff from proceeding with this application. This cannot, in my view, be a reason to dismiss the plaintiff's application outright. This argument is accordingly rejected.

(j) In support of the summary judgment application, the plaintiff deposes to an affidavit and positively swears to the facts verifying the cause of action, the amount claimed and that in her opinion; the defendant has no bona fide defence to the action. She further states that the defendant entered an appearance solely for purposes of delaying and/or frustrating this action.

(k) In the plaintiff's particulars of claim, interest is claimed as at date of demand or a *tempore morae*, which is the date of 31 May 2023. In her affidavit, the plaintiff asserted that, if the court does not grant interest as of 31 May 2023, interest should run as from 13 September 2023, being the date that the summons was served on the defendant. The plaintiff also deposes that she understands that she cannot introduce new facts by way of this application, especially if the facts are not contained in her particulars of claim.

(l) I also note that on 14 March 2024, without leave of court, the defendant delivered supplementary opposing and confirmatory affidavits. However, the defendant in his initial opposing affidavit raised a point *in limine* regarding the additional evidence presented by the plaintiff in her verifying affidavit relating to interest. Mr Viljoen argued that the plaintiff abuses the court processes by 'inserting numerous factual averments' in her supporting affidavit which is not

permitted under rule 60(2)(*a*) and (*b*) read with rule 60(6).

(m) It is trite that in summary judgment applications, the parties are only permitted to deliver two sets of affidavits and leave must be granted by court for the delivery of further affidavits.[2] Accordingly and at the hearing of this application, I struck the supplementary affidavits of the defendants.

(n) The question I must answer regarding the plaintiff's claim for summary judgment, however, is whether the non-compliance with this rule would vitiate the plaintiff's summary judgment application. In this regard, Mr Lochner answers in the negative.

(o) Mr Lochner correctly conceded that the plaintiff impermissibly adduced additional evidence, but submitted that the same was merely to explain the interest calculation claimed. Counsel argued that, in any event, this does not vitiate the summary judgment proceedings before court because the court could simply disregard the evidence on interest and confine itself to whether the cause of action and amount claimed is properly verified.

(p) On this score, Mr Lochner relied on the decision of *Coetzee v Irwin's Garages (1959) (Pty) Ltd*[3] where the following was stated -

'During the hearing plaintiff's attorney put in a sworn valuation of the car at £400, and an affidavit that the balance amounted to £293 18s. Defendant's attorney objected to this procedure. He stated that he also had a sworn valuation, which was for £450, but he declined to put it in and rightfully so, because it would have been inadmissible.

This procedure was clearly in conflict with Rule 21 (4), which lays down that no evidence may be adduced by the plaintiff otherwise than by the affidavit which he puts in originally with his notice of application for summary judgment. This prohibition

---

[2] High Court Rule 60; See also P T Damaseb. 2020. *Court-Managed Civil Procedure of the High Court of Namibia* at 159 para 38.

[3] *Coetzee v Irwin's Garages (1959) (Pty) Ltd* 1961 (3) SA 782 (T) at 783.

is absolute. There was therefore no admissible evidence before court in regard to the value of the car.' (Emphasis supplied.)

(q) Mr Viljoen, not to be outdone by Mr Lochner's argument, urged this court to consider the decision of *Andries Petrus Veldman & Another v Murray Hendrik Bester*[4] wherein Geier AJ (as he then was) interpreted rule 32(4), which is the current equivalent of rule 60(6). In *Veldman*, the applicants (plaintiffs) launched an interlocutory application, in an application for summary judgment, seeking inter alia leave to file a supplementary affidavit in the summary judgment application.

(r) In the applications before Geier AJ, the applicants raised the issue that the respondent may have perjured himself, and sought the court's discretion to exercise its inherent jurisdiction to allow the filing of a supplementary affidavit to ventilate the issue of the purported perjury. In refusing summary judgment, Geier AJ held as follows –

'[44] Whether or not the respondent has committed perjury in denying the existence of the loan agreement relied upon in this instance is clearly such an issue which should be decided at the trial itself. It appears that there is no immediate need to regulate an existing procedure in order "*to hold the scales of justice*" at this moment, as the applicable law and procedure provide adequately for the given situation in due course.

[45] Ultimately the applicants' argument loses sight of the fact that the summary judgement procedure merely provides for a minimum level of evidence, against which a case needs to be decided. The summary judgment procedure is not geared to the resolution of material disputes and where the admission of a further affidavit onto the record would not only set a precedent which would open the proverbial "floodgates" so – to – speak to similar applications, but which would also allow the summary judgment process to degenerate into a trial on paper, which is not only undesirable, but, for obvious reasons, would go against the grain of the nature and purpose of summary judgment proceedings.

---

[4] *Andries Petrus Veldman v Murray Hendrik Bester* case number I 3329/2010 delivered on 14 July 2011.

[46] In such circumstances and for such reason I cannot accede to the application to allow the further affidavit of first applicant onto the record.'

(s) At para 29, Geier AJ also remarked that 'rule 32(4) – in clear, unambiguous words – expressly states that a plaintiff may not adduce any evidence other than that allowed by rule 32(2)'.

(t) To my mind, the matter of *Veldman* is distinguishable to the current matter, where the plaintiff impermissibly adduced additional information in her affidavit verifying her cause of action, instead of applying to file a supplementary affidavit, as was done in *Veldman*. The defendant's argument is quite rich given that he filed his own supplementary affidavit without leave of this court in direct contradiction to *Veldman*, which he cited in support of this point.

(u) By way of example and in *Oos-Randse Bantoesake Administrasie Raad v Santam Versekeringsmaatskapy BPK en Andere (2)*,[5] the court dealt with a summary judgment application where ten separate claims were put forward, and an amount in excess of R3 million was claimed. The application was supported by affidavits 'of a number of people', which was 'an unobjectionable way of dealing with the matter – indeed an unavoidable one in a case where no single person would have been able to verify all the elements in the cause of action'. The court held succinctly as follows –

'All that I need add with regard to the affidavits supporting the application for summary judgment is this: that, in so far as any of them purports to amplify or add to what appear in the summons instead of merely verifying it, the purported amplification or addition must be disregarded.' (Emphasis supplied.)

(v) In *Wright v McGuinness*,[6] the respondent raised various points *in limine* in opposition to a summary judgment application, which included that the deponent was not entitled to annex a letter to his affidavit. The court upheld this

[5] *Oos-Randse Bantoesake Administrasie Raad v Santam Versekeringsmaatskapy BPK en Andere (2)* 1978 (1) SA 164 (W) at 166.

[6] *Wright v McGuinness* 1956 (3) SA 184 (C).

point and merely struck the words dealing with the letter in the deponent's affidavit and the annexure itself.

(w) Although in the context of pleadings and making out a case therein, I also find the sentiments expressed by Damaseb JP in *Mushimba v Autogas Namibia (Pty) Ltd*[7] apposite:

'It has been held (as to which see *Gulf Streel (Pty) Ltd v Rack-Rite Bop (Pty) Ltd and Another* 1998 (1) SA 679 (O)) that summary judgment should not be granted, even in the absence of a bona fide defence, where the plaintiff fails to make out a claim clearly on the papers and does not present pleadings which are technically correct. I, however, prefer the approach adopted in *Standard Bank of South Africa Ltd v Roestof* 2004 (2) SA 492 (W) 498B – C where it was held that the preferable approach should be to consider the papers forming part of the summary judgment application as a whole and not punish the plaintiff simply because his papers are technically wanting, albeit in an insignificant respect. In my view, if the pleadings disclose a clear cause of action although defective in a minor respect, and it is clear on the papers looked at as a whole that the plaintiff has an unanswerable case, summary judgment should not be refused.'

(x) The additional evidence addressed by the plaintiff related only to the question of interest and can be disregarded. It should not have been included. I do not believe that this non-compliance vitiates the summary judgment application. I must consider the claim and whether the plaintiff has an unanswerable case for purposes of summary judgment. The defendant's argument in this regard is, therefore, respectfully rejected.

(y) Turning to the merits, the defendant states that the original agreement concluded was between himself and the plaintiff's husband, Hans Pieter Matter, for a loan of N$883 000, and not for the claim amount of N$2 519 000. The defendant states further that despite the AOD reflecting the plaintiff's name, the loan amount was initially advanced to him by Mr Hans Matter and not the plaintiff. Accordingly, the defendant states that it is clear from a reading of the AOD, which uses the pronoun 'his', that the plaintiff was not a party to the AOD,

[7] *Mushimba v Autogas Namibia (Pty) Ltd* 2008 (1) NR 253 (HC) at 259 para 19.

or the prior agreement.

(z) It is the defendant's assertion that the AOD 'was specifically manipulated to include the name of [the plaintiff] to prevent [the defendant] from raising other claims against Hans Pieter Matter as a defence in this specific matter'. He states that there was a 'blatant' misrepresentation which he had not noticed upon signing the AOD and that he was under the impression that the AOD was signed in favour of Mr Hans Matter as 'the document was also produced to [him] by Hans Pieter Matter and the plaintiff was not present at all during the signing of the [AOD]'.

(aa) In his argument criticising the defendant's stance, Mr Lochner argued that the defendant's reliance on a misrepresentation is misplaced. Counsel argued that the plaintiff's name is clearly legible and reflected in bold letters on the AOD and that no allegation is made by the defendant to the effect that he did not read the AOD.

(bb) To prove the misrepresentation alleged by the defendant, he would have to allege that[8] -

(a) the representation relied upon was made;

(b) it was a representation as to a fact;

(c) the representation was false;

(d) it was material, in the sense that it was such as would have influenced a reasonable man to enter into the contract in issue;

(e) it was intended to induce the person to whom it was made to enter into the transaction sought to be avoided; and that

(f) the representation did induce the contract.

[8] *Norvic v Comair Holdings Limited* 1979 (2) SA 116 (w) at 149-150.

(cc) Mr Lochner submitted that no evidence was placed before court that the plaintiff (or her agent) made the misrepresentation with the intention to induce the defendant to conclude the agreement, and that the misrepresentation was 'material'. I agree with this argument.

(dd) The defendant failed to properly disclose under oath that there was a loan agreement between him and the plaintiff's husband. No particularity regarding same is provided to court; nor is there any information as to where and when the alleged loan agreement was concluded, or the terms of the agreement. Ultimately, the court is left in the dark by the defendant, who draws the onus to prove a triable defence in order to successfully resist summary judgment.

(ee) To allege that the AOD was signed in the presence of the plaintiff's husband, and that the defendant was misguided or misrepresented as to who the other party to the AOD is, is not logical when one considers that the AOD clearly stipulates that it was signed between the plaintiff and the defendant. There is no allegation that the defendant did not read the AOD, and even if he did not, I see no misrepresentation in this instance by the plaintiff. On this basis, I am unable to see that the defendant's argument in this regard should stand.

(ff) I now deal with the defendant's further attack that the amount claimed by the plaintiff amounts to interest and/or a penalty of N$1 636 000, which far exceeds the rates provided for in the Conventional Penalties Act 15 of 1962 ('Penalties Act') ostensibly inferring that the penalty amount is included on the apparent loan amount of N$883 000. The defendant is of the view that the AOD is invalid and unenforceable on this basis.

(gg) Mr Viljoen argued that should this court grant summary judgment in favour of the plaintiff, she is only entitled to judgment in the amount of N$883 000 as the plaintiff is unable to prove that the balance of N$1 636 000 had been lent and advanced to the defendant. Counsel submitted that it is 'unknown' how the latter amount was calculated and arrived at, and that the amount of N$1 636

000 is exorbitant and far exceeds the penalties as set out in ss 2[9] and 3[10] of the Penalties Act. In any event, Mr Viljoen argued that should it be the plaintiff's case that she is entitled to the amount of N$1 636 000 as interest, the amount would also be excessive under s 2 of the Usury Act 73 of 1968 ('Usury Act'). This provision deals with the maximum annual finance charge rates which may be charged in connection with a money lending transaction, a credit transaction and a leasing transaction.

(hh) In the end, it was counsel's submission that the AOD is tainted with illegality and is against public policy given the supposed substantial amount included as interest and/or penalties. Mr Viljoen submitted that this would only be able to be ventilated during trial.

(ii) Mr Lochner argued that the Penalties Act finds no application in this instance because it only deals with the enforceability of penalty stipulations, including stipulations based on pre-estimates of damage, and of forfeiture clauses by virtue of its preamble, and not interest. I agree with counsel on this assessment.

(jj) Mr Lochner submitted further that where reliance is placed on s 3 of the Penalties Act, this defence was not properly raised by the defendant in his affidavit. Reliance was placed on the decision of *Chrysafis and Others v Katsapas*[11] where it was held that should a party raise the defence as set out in

[9] Section 2 provides that 'a creditor shall not be entitled to recover in respect of an act or omission which is subject of a penalty stipulation, both the penalty and damages, or, except where the relevant contract expressly so provides, to recover damages in lieu of the penalty' and 'a person who accepts or is obliged to accept defective or non-timeous performance shall not be entitled to recover a penalty in respect of the defect or delay unless the penalty was expressly stipulated for in respect of that defect or delay'.

[10] Section 3 provides that 'if upon the hearing of a claim for a penalty, it appears to the court that such penalty is out of proportion to the prejudice suffered by the creditor by reason of the act or omission in respect of which the penalty was stipulated, the court may reduce the penalty to such extent as it may consider equitable in the circumstances: Provided that in determining the extent of such prejudice the court shall take into consideration not only the creditor's proprietary interest, but every other rightful interest which may be affected by the act or omission in question.'

[11] *Chrysafis and Others v Katsapas* 1988 (4) SA 818 (A) at 828.

s 3 of the Penalties Act, such party must allege and prove that the penalty is disproportionate and that the creditor would suffer prejudice as a result thereof. The court held that actual prejudice must be proved and the party must allege and prove the extent to which the penalty should be reduced.

(kk) Mr Lochner argued that the purported original loan agreement has not been properly pleaded, especially the terms thereof, which would give rise to the provisions of the legislation so raised by Mr Viljoen. Mr Lochner is correct in this assessment, as well.

(ll) I am unable to find that the purported defences raised by Mr Viljoen can assist the defendant in this regard. In my view, ss 2 and 3 of the Penalties Act and s 2 of the Usury Act find no application in this instance. I, accordingly, reject the arguments made on behalf of the defendant on this issue.

(mm) As regards the defendant's criticism of the plaintiff instituting these proceedings in this court rather than the magistrate's court as agreed between the parties under the provisions of the AOD,[12] the defendant asserts that the plaintiff is at best only entitled to costs on a magistrate's court scale. It is clear to me that the issue is not whether this court enjoys jurisdiction, or not, but rather whether this was the appropriate forum to institute these proceedings given that the parties agreed to the lower courts.

(nn) In *Klein v Flax*,[13] a preliminary point was raised in an application for ejectment wherefore the court was tasked to interpret a certain clause in a lease agreement concluded between the parties. The clause dealt with the *dominus citandi* and provided further that the parties agreed 'that the resident magistrate's court of Johannesburg shall be the jurisdiction in all disputes or matters arising out of [the] lease'. The court held as follows –

---

[12] The provision in this regard reads '… consent to the Creditor instituting action for the recovery of any balance outstanding in the Magistrate's Court …'

[13] *Klein v Flax* 1939 WLD at 293-295.

'… the question of construction is more or less evenly balanced, and that the Court shall adopt the construction of reserving to the parties the right of suing in any forum in which they were previously entitled to sue … I have therefore come to the conclusion that the jurisdiction of this Court is not ousted by clause 18 of the lease.'

(oo) I hold a similar view that this court's jurisdiction is not ousted. I am not persuaded by the arguments presented on behalf of the defendant on this score.

(pp) I deal shortly with the principles relating to applications of this nature, which principles have been restated by this court countless times and need no regurgitation, save to mention that summary judgment is an 'extraordinary and drastic' remedy premised on the 'supposition that the plaintiff's claim is unimpeachable' and that the defendant has no defence in law that can sustain the plaintiff's claim.[14]

(qq) The Supreme Court in *Di Savino v Nedbank Namibia Limited*[15] discussed a defence based on the interpretation of an agreement and held that –

'… the court does not attempt to determine whether or not the interpretation contended for by the defendant is correct. What the court enquires into is whether the defendant has put forward a triable and arguable issue in the sense that there is a reasonable possibility that the interpretation contended for by the defendant may succeed at trial, and, if successful, will establish a defence that is good in law.' (Emphasis supplied.)

(rr) I have considered the papers and the arguments presented by the parties and find that the defendant has failed to put forward a triable and arguable issue. The plaintiff's case is premised on an AOD and her case is unequivocal that the defendant has failed to make any payment in respect of the amount acknowledged in the AOD. To my mind, the plaintiff's papers are technically correct and I find that the plaintiff has an unanswerable case. I am thus persuaded to grant the plaintiff the relief she seeks.

[14] *Mahara v Barclays National Bank Limited* 1976 (1) SA 418 (A) at 422-423.

[15] *Di Savino v Nedbank Namibia Limited* 2012 (2) NR 07 (SC) (footnotes omitted).

(ss) As I conclude, the issue of costs must be determined. Mr Viljoen argued that the plaintiff's costs must be ordered on the magistrate's court scale. I have found above that the plaintiff is entitled to institute these proceedings in this court. I am not persuaded by counsel's submission. Therefore, the defendant must pay the plaintiff's costs of suit on attorney and client scale as agreed, consequent upon the employment of one instructing and one instructed counsel, given that the matter is brought to finality.

[1] For the foregoing reasons, I make the following order:

Summary judgment is granted in favour of the plaintiff against the defendant in the following terms:

1. Payment in the amount of N$2 519 000.

2. Interest on the amount of N$2 519 000 at the rate of 20 per cent per annum as from 1 June 2023 to date of final payment.

3. Costs of suit on a scale as between attorney and client, as agreed, and consequent on the employment of one instructing and one instructed counsel.

4. The matter is regarded as finalised and removed from the roll.

_____

E M SCHIMMING-CHASE

Judge

APPEARANCES

PLAINTIFF:	L Lochner Instructed by Veiko Alexander & Co Inc, Windhoek
DEFENDANT:	B Viljoen Of Viljoen, Viljoen & Associates, Windhoek