CASE NO.: SA 23/2001

IN THE SUPREME COURT OF NAMIBIA

In the matter between:

VASANA NDJAVERA	APPELLANT
And	
GEORGE DIEDERIK DU PLESSIS	RESPONDENT

CORAM: O'Linn, A.J.A., Chomba, A.J.A., *et* Manyarara, A.J.A.

HEARD ON: 25/06/2002

DELIVERED ON: 24/01/2003

APPEAL JUDGMENT

O'LINN, A.J.A.: This appeal is against the whole of the judgment in the Court *a quo* where Maritz, J., made the following order:

> "1. The defendant is ordered to pay the plaintiff the sum of N$17 000.
>
> 2. The defendant is ordered to pay the plaintiff interest on the amount of N$47 000 at the rate of 23% per annum calculated from 1st September 1996 to date of payment.
>
> 3. The defendant is ordered to pay the plaintiff's costs of suit."

The plaintiff in the Court a quo was one George Diederik du Plessis and the defendant one Vasana Ndjavera. For purposes of convenience I will hereinafter refer to the parties as in the Court *a quo*.

Before this Court the plaintiff was represented by Adv. Grobler and defendant by Adv. Strydom. It should be noted that the parties were represented in the Court *a quo* by different legal representatives.

The dispute between the parties arose from a written document headed "Acknowledgement of Debt" which was apparently intended to reflect and confirm certain agreements and/or understandings between the parties. The said English translation of the written document was annexed to the plaintiff's declaration as Annexure "B" and reads as follows:

"**ACKNOWLEDGMENT OF DEBT**

I, the undersigned

VASANA NDJAVERA
Identity Number 670717 06 0022 9

Of

P O Box 218
GOBABIS
9000

herewith acknowledge to be truly and lawfully liable to:

GEORGE DIEDERIK DU PLESSIS
Identity Number 430907 01 0023 8
Of
P O Box 607
GOBABIS
9000

in the sum of N$47 000.00 (Forty-seven Thousand Namibia Dollar) in respect of water engines, implements, equipment and effects purchased by me from said G D du Plessis and as handed over to me on the farm Maranica No 144, Gobabis district.

The before-mentioned capital amount shall be subject to an interest of 23% (Twenty-three Per Cent) per annum which interest as calculated from the 1st September 1996, together with the capital sum of N$47 000.00, shall be payable by me to said G D du Plessis on 1 September 1997.

And I, the undersigned G D Du Plessis herewith undertake to move and install all outstanding pipelines on the said farm as agreed as well as to clean the boreholes and to connect the existing pipelines.

THUS DONE AND SIGNED at GOBABIS on this the 7th day of AUGUST 1996

AS WITNESSES
1.______________________________

2.______________________________ ______________________________
V NDJAVERA

THUS DONE AND SIGNED at GOBABIS on this the 7th day of AUGUST 1996.
AS WITNESSES
1.______________________________

2.______________________________ ______________________________
G D DU PLESSIS”

It was common cause between the parties that plaintiff had previously, prior to the execution of the said document on 7th August 1996, sold his farm Maranica to the defendant. The precise particulars of this sale were not placed before the Court *a quo* and are also not available to this Court.

It is opportune at this juncture to comment on the nature of the obligations as recorded in the said Annexure "B", the so-called "Acknowledgment of Debt". The term "acknowledgment of debt" appears to refer mainly, if not exclusively, to the first two paragraphs wherein defendant acknowledged the debt incurred by him in regard to the purchase of water engines, implements, equipment and effects. The acknowledgment of debt as contained in par. 1 and 2 is unambiguous, unequivocal, unconditional, specific and liquidated as to each and every element. It records that the amount of N$47 000 owed by defendant to plaintiff is for water engines, implements, equipment and effects, bought by defendant from plaintiff and that interest is due at the rate of 23% per annum from the first of September 1996 and which capital of N$47 000 together with interest is payable by defendant to plaintiff on 1 September 1997.

The obligations of the parties in regard to this part of the agreement between them are indeed reciprocal in that the payment had to be made by defendant for the goods already delivered.

The second part of the document as recorded in par. 3, records an obligation by plaintiff towards defendant to "move and install all outstanding pipelines on

the said farm as agreed as well as to clean the boreholes and connect the existing pipelines". (Emphasis added.)

In regard to this obligation no time for performance, remuneration or other condition or term is specified. It is thus clearly ambiguous, equivocal, imprecise and unliquidated.

The obligations in this part of the document appears to be that flowing from a contract of *locatio conductio operis*, where the reciprocal obligation of defendant for the work to be done by plaintiff is payment of a reasonable remuneration.

In plaintiff's summons there was no suggestion of any pre-condition to plaintiff's right to payment of N$47 000 and interest, except the delivery of the goods purchased. By the time the acknowledgment of debt was signed, the delivery had already taken place. In a request for further particulars to the summons, defendant *inter alia* asked:

"AD PARAGRAPH 2 THEREOF

1.1 Is it alleged that the payment of the amount of N$47 000 by the defendant to the plaintiff was unconditional?

1.2 If the answer to 2 above is No, then clearly stipulate what was the precise condition(s) and how and where was it honoured by the plaintiff?"

Plaintiff did not at this stage reply to the request but responded by filing a declaration which now stated:

"1. The parties are referred to as set out in the summons.

2. Defendant is indebted to the Plaintiff in the sum of N$47 000,00 being the amount due and owning to the Plaintiff by Defendant in terms of a written acknowledgement of debt executed at Gobabis on 7 August 1996 which amount was payable to the Plaintiff by Defendant on 1st September 1997. A copy of the acknowledgement of debt and an English translation hereof were already annexed to Plaintiff's summons. The translated acknowledgement of debt is hereby substituted with a more accurate and correct translation annexed hereto marked annexure "A".

3. In terms of the aforesaid acknowledgement of debt:

3.1 The defendant undertook to be liable for interest on the capital amount of N$47 000.00 at the rate of 23% per annum calculated as from 1st September, 1996.

3.2 Plaintiff undertook to:

i) Move and install all outstanding pipelines on the said farm;

ii) Clean the boreholes, and

iii) Connect the existing pipelines.

4. The plaintiff has complied with all his obligations in terms of the aforesaid undertaking.

5. Defendant is in breach of the terms of the acknowledgement of debt in that he failed to pay the aforesaid capital amount plus interest on 1st September 1997 or at all, despite demand.

WHEREFORE PLAINTIFF CLAIMS:

1. Payment of the sum of N$47 000,00.

2. Interest on the aforesaid amount at the rate of 23% per annum as from 1st September 1996 to date of payment.

3. Further and/or alternative relief.

4. Costs of suit."

Plaintiff's declaration was ineptly drawn in several respects. So e.g. par. 3.1 sets out as a term of the contract that interest had to be paid on the capital sum, but fails to mention that a capital sum of N$47 000 as well as interest had to be paid and that it was due, in terms of the acknowledgement, for the purchase by defendant from plaintiff of water engines, implements, equipment and effects.

Plaintiff's undertakings as set out in par. 3.2 in regard to the pipelines and boreholes are then thrown in without making it clear whether this obligation has now become a new condition or even a pre-condition of payment by defendant to plaintiff of the existing liquidated debt in regard to the purchase of the water engines, implements, equipment and effects.

Par. 3 of the declaration was clearly intended to anticipate and accommodate par. 1.1 and 1.2 of defendant's request for further particulars to the summons. This paragraph added to the ambiguity and uncertainty of a document apparently drawn up by people not skilled in the art of legal drafting.

The said paragraphs however did not go so far as conceding either expressly or by implication, that the obligations in par. 3 of Annexure "B" were reciprocal to that in par. 1 and 2. Defendant now requested further particulars to the declaration and par. 1.1 and 1.2 thereof was a repetition of the particulars previously requested in regard to the summons. The following par. 1.3 – 1.5 were however added to this request. The repeated par. 1.1 and 1.2 now read:

> "1.1 Is it alleged that the payment of the amount of N$47 000 by the defendant to the plaintiff was unconditional?
>
> 1.2 If the answer to 2 above is no, then clearly stipulate what was the precise condition(s) and how and where was it honoured by the plaintiff?"

It is not necessary for the purposes hereof to repeat par. 1.3 – 1.5.

The plaintiff's reply was as follows:

> "Ad 1.1   No.
>
> Ad 1.2 – 1.5 Save to aver that the undertaking in par. 3 of the acknowledgment of debt has been complied with as agreed between the parties, the rest of the particulars sought are not strictly necessary to enable the defendant to plead and is accordingly refused."

The answer of plaintiff to par. 1.1 of the request remained ambiguous and in my respectful view, still did not amount, to an admission that the obligations under par. 3 of the "acknowledgment" were reciprocal to those under par. 1 and 2.

Defendant in his plea admitted the contents of the document, Annexure "A", to the summons and "B" to the declaration, but denied that he was indebted to plaintiff in the amounts claimed on the ground that plaintiff had failed to comply with his obligations under par. 3 of the said agreement and that defendant's costs to have the work done by another contractor amounted to N$46 040 leaving a balance of only N$860 due and payable to plaintiff on the capital sum of N$47 000.

Defendant consequently claimed that: "Plaintiff's claim be set off against defendant's claim. Defendant herewith tenders payment to plaintiff in the

amount of N$860 being the balance between the amount spent by defendant and the amount claimed by plaintiff." (Emphasis added.)

Defendant's claim of set-off was defective in that:

(i) On defendant's own version the amount due properly calculated, should have been N$960 not N$860.

(ii) Defendant's plea does not join issue with plaintiff's claim for interest at 23% per annum on N$47 000 from 1st September 1996 to date of payment. Interest alone would have amounted to approximately N$54 050 for the 5 years to date of judgment in the Court *a quo*.

(iii) Nowhere in defendant's plea is it alleged when the plaintiff had to comply with his obligation.

It follows therefore that at best for defendant, plaintiff would have been required by implication of law to comply within a reasonable time.

(iv) The claim which defendant required to set-off was at best a claim for unliquidated damages.

It should be noted that the plaintiff *inter alia* requested the following particulars to defendant's plea:

> "On which facts does plaintiff (defendant was apparently meant) rely for the allegation that the amount of N$46 040 was fair and reasonable…" Defendant replied: "The evidence would be presented by an expert."

But the defendant never called any expert during the trial. The contractor who allegedly cleaned the borehole for defendant, namely "Reiman Contractors" was also not called. Defendant thus clearly accepted throughout that he would have the onus to prove his damages pertaining to his claim against plaintiff.

During the trial after the close of plaintiff's case plaintiff was allowed to amend par. 4 of his declaration by adding the following: "Alternatively, plaintiff has complied with par. 3.2(ii) and (iii), *supra*, by virtue of an oral agreement between the defendant and one W. Riedel, that the latter would move and install the outstanding pipelines on a future date …"

Defendant in turn was allowed a consequential amendment and in addition the following further amendment to par. 2 of his plea –

> "<u>Ad par. 2.1 of plaintiff's declaration</u>: The defendant further pleads that the plaintiff is precluded from claiming payment in terms of the agreement Annexure "A" to the amended declaration, in the absence of fulfilling the condition, alternatively, complying with his obligations under that agreement."

The conclusion of defendant's plea remained unaltered and therefore continued to be a defence of set-off.

If the defendant's amendment aforesaid was intended to introduce a new defence, namely that of the *exeptio non adimpleti contractus*, it was inconsistent and irreconcilable with the defence of set-off and should for that reason not have been allowed unless one of the said two defences were pleaded in the alternative to the other.

It is necessary to briefly pause here to explain the nature of a plea of set-off. For this purpose I can do no better than to quote from Amler's Precedents of Pleadings where the learned author Harms in the 5th edition states:

> "Set-off comes into operation when two parties are mutually indebted to each other and both debts are liquidated and fully due. The one debt extinguishes the other *pro-tanto* as effectually as if payment is made. Should the 'creditor' seek to claim payment the defendant would have to plead and prove set-off in the same way as a defence of payment has to be pleaded and proved. But once set-off is established, the claim is regarded as extinguished from the moment the mutuality of the debts existed … Set-off is a form of payment *brevi manu*.[1]
>
> It operates ipso facto and not only after or as a result of a plea of set-off.[2]"

[1] Schierhout v Union Government (Min of Justice) 1926 AD 286 at 290; Mahomed v Nagdee, 1982(1) SA 410 (A); Joint Municipal Pension Fund (Tvl) v Pretoria Municipal Pension Fund, 1969(2) SA 78(T)
[2] IBID, p 366 see also p. 125.

It is clear beyond doubt that "only a debt that is liquidated can be set-off. If a defendant wishes to rely on an unliquidated debt, the defendant will have to file a claim in reconvention and pray for the postponement of judgment on the plaintiff's claim pending the judgment on the claim in reconvention:.[3]

The learned author sets out the essentials which must be alleged and proved by a party who whishes to rely on set-off:

(a) the existence of the indebtedness of the plaintiff;

(b) that both debts are fully due and legally payable;

(c) that both debts are liquidated debts. A debt is liquidated if:

(i) the debt is liquid in the sense that it is based on a liquid document;

(ii) it is admitted;

(iii) its money value has been ascertained;

(iv) it is capable of prompt ascertainment;

(d) the reciprocal debt is owed by the plaintiff to the defendant…"[4]

It must be clear from the foregoing that in so far as the defendant's defence was set-off, it had to fail, because none of the essentials which a litigant had to allege and prove, as enumerated above, had been alleged or proved by the

[3] IBID, p 366 see also p. 125.
[4] IBID 366

defendant. This should have been the end of the case in the Court a quo if it was not for the defence of the *exeptio non adimpleti contractus*.

There must have been some misunderstanding of the pleadings on behalf of counsel as well as the Court *a quo*. Once the aforesaid amendments were granted after the close of plaintiff's case in the Court *a quo*, the plea of set-off was forgotten or ignored.

Before us on appeal, the focus was similarly only on the defence based on the *exceptio*. I will assume for the purposes hereof, without deciding, that the *exceptio* was properly placed in issue in the Court a quo.

It must be noted at the outset that the main requirement for the successful application of the *exceptio*, is that the obligation in question must be reciprocal.

It is necessary to first revert briefly to the pleadings quoted extensively herein-before. As I have already indicated, the pleadings in my view contain no clear statement, and certainly no unequivocal, express or implied admission from the plaintiff, that the obligations in par. 3 of the document Annexure "B" to the declaration, was reciprocal to those in par. 1 and 2.

I consequently agree with the following dictum of the learned judge *a quo* in this regard:

> "In so far as any of the parties relies on evidence, other than secondary evidence (such as which 'outstanding' or 'existing

pipelines' or 'boreholes' the acknowledgement refers to), of what their intentions have been or how they have understood to be their obligations, the parol evidence rule must be applied (See: Union Government v Fianini Ferro-Concrete Pipes (Pty)Ltd, 1941 AD 43 at 47). In this context, I have also carefully scrutinised the issues defined in the pleadings and have not found any express admission by the plaintiff that payment of the claimed amount is conditional upon performance of his obligations concerning the pipelines and boreholes. The furthest he has gone, is to state in the further particulars to his declaration, that payment of the sum of N$47 000,00 was not unconditional. Whether the 'conditions' he had in mind related to those under the contract of sale or any other undertakings (such as those mentioned in the acknowledgment) are not apparent. The statement, in any event, falls short of an admission. Even if it is an admission, it relates to a question of interpretation that the Court is ultimately required to decide on."

As far as the conditionality and reciprocity of the aforesaid obligations are concerned, the Court *a quo* stated:

There is nothing in the words of the acknowledgement, given their ordinary grammatical meaning (compare: *Sassoon Confirming and Acceptance* Co *(Pty) Ltd v Barclays National Bank Ltd*, 1974 (1) SA 641 (A) at 646B) from which it is apparent that the defendant's obligation to pay the purchase price of the movables is reciprocal to the plaintiffs undertaking to render services in connection with

certain boreholes and pipelines. Moreover, the amount of N$47 000.00 is, according to the express provisions of the acknowledgement, the *quid pro quo* for the movables earlier sold by the plaintiff to the defendant. That amount does not include any 'consideration for the services still to be rendered by plaintiff in terms of the last paragraph of the acknowledgement. Neither is it linked thereto in any way except that it appears in the same document.

If the clauses creating those obligations are read in the context of the other provisions, due consideration being afforded to the prevailing circumstances and being read against the background of the other transactions (i.e. the sale of the movables and the sale of the farm), the apparent absence of reciprocity is strengthened. There is no indication that the preceding agreement of sale was linked to any obligation on the part of the plaintiff to render services. Moreover, interest on the purchase price was stipulated to run from 1 September 1996 - a date wholly unconnected to the date on which the plaintiff had to honour his undertaking to render the services referred to. No date by which the services should be rendered was specified in the acknowledgement. In such instances, a reasonable period would normally be implied by law and, before it could have been said the plaintiff was in breach, he first had to be placed *in mora* - and that could have been months after 1 September 1996. But even if the evidence by the plaintiff, that he thought that he should render those services before the date of transfer, can be regarded supplementary, the date of transfer was at that point in time uncertain.

The Court is therefore of the view that the defendant's obligation to pay the amount of N$47 000.00 plus interest thereon in respect of movables sold and delivered by the plaintiff to him is not reciprocal to the plaintiffs obligation to render services in connection with certain boreholes and pipelines. Those obligations, although incorporated in the same bilateral agreement, are collateral and distinct from one another. In the result, the *exceptio non adampleti contractus* (which is inextricably linked to the existence of such reciprocity) is not a competent defence in this matter. On this basis alone, the plaintiff's claim must succeed. I should perhaps add that the defendant was at liberty to institute a counterclaim against the plaintiff had the latter been in breach of his contractual undertaking in relation to the pipelines and boreholes. That was not done.”

In arguing the Appeal before us, Mr. Strydom vehemently criticised the learned Judge's ratio quoted above. His contention at the outset was that the present appeal hinged on the question whether the Acknowledgement of Debt has to be construed as a bilateral contract or two collateral contracts. His preference was that it was bilateral, one and indivisible. In the event, he submitted that the N$47 000.00 was intended as payment not only for the movables listed in the first paragraph but also for the services or undertakings mentioned in the third paragraph. Arguing that the contract should be treated as one whole and indivisible, he submitted that the opening words of the third paragraph, namely, "And I….." provide the nexus between the third paragraph and what is stated in the earlier part of the document.

On the other hand, Mr. Grobler staunchly contested that the Judge *a quo* was correct in interpreting the Acknowledgement as containing two contracts, one being that of sale of goods while the other, as encapsulated in the third paragraph, related to the sale of services. He did not agree that the words "And I…." were conjunctive vis-à-vis the earlier part of the Acknowledgement. In his view, although the *locatio – conductio operis* in the third paragraph did not prescribe the purchase price to be paid by the defendant for the services undertaken to be performed by the plaintiff, the price therefore should be understood to be a reasonable amount. As to the earlier bilateral contract touching the movables, Mr. Grobler contended that the plaintiff had already performed his obligation as acknowledged by the defendant i.e. that the N$47 000.00 was in respect of the movable goods "as handed over to me on the Farm Maranica."

I do not agree with the argument by Mr. Strydom on behalf of defendant. In my respectful view the Court *a quo* was correct and so was Mr. Grobler in supporting the Court's dictum in this regard.

The abovequoted express, unambiguous, and unconditional language of par 1 and 2 of the said Annexure "B" in my respectful view, excludes any reasonable possibility that the signatories to the document intended payment for the movables sold and the interest thereon to be subject to other conditions than those so expressly and unambiguously stated.

Surely if it was intended to say that the payment of the capital and interest was conditional on other conditions than those stated, the signatories would have been capable of spelling out such a simple further condition and would have done so. But instead of doing that, they state that payment of capital and interest is due for water engines, implements, equipment and effects purchased by defendant from plaintiff and nothing else.

In addition to the many decisions referred to by the Court *a quo* and by counsel in argument before us, it is helpful to refer to the following fairly recent decision of the South African Supreme Court of Appeal in Grand Mines (Pty) Ltd v Giddey NO[5]

The summary of the decision in the headnote is a correct reflection of the decision, which was a majority decision of four judges of the Court with one judge dissenting. The headnote reads as follows:

[5] 1999(1) SA 960 SCA

"The respondent, as the liquidator of B, had sued the appellant in terms of a contract between B and the appellant. In terms of the contract B mined coal from a site owned by the appellant and delivered it to the appellant. The amount to be paid to B was calculated on the 25th of each month and paid one month later. It was a term of the contract that B was obliged to rehabilitate the site, which was an opencast mine, during the course of the mining. There had been no programme of rehabilitation agreed between the parties nor had one been laid down by the Inspector of Mines. Prior to its liquidation B had fallen behind with the rehabilitation, such that it had not complied with its obligations in this regard. In defence to the respondent's action for payment for coal already mined and delivered the appellant had raised the *exceptio non adimpleti contractus,* averring that B's obligation to rehabilitate the site was reciprocal to its obligation to pay.

Held,' that the contract between the parties was one of letting and hiring *(locatio conductio operis).* The principle of reciprocity would normally apply to such a contract unless there were indications to the contrary). The overriding consideration was the intention of the parties, as evidenced by the terms of their agreement and seen in conjunction with the relevant background circumstances. (At 966B/C-D/E.)

Held, further *(per* Smalberger JA, Nienaber JA, Howie JA and Ngoepe AJA concurring, Schutz JA dissenting), that the obligation to pay was fixed both in relation to a date and a formula which took into account the coal mined, measured and delivered by the 25th of the previous month. The extent to which rehabilitation had taken place had not entered into the equation in determining payment. The rehabilitation had been an ongoing process permitting a degree of flexibility and latitude, with no specific criteria laid down for or regulating its performance. While there was a formula correlating mining and delivery of coal with payment, there was no corresponding formula governing the relationship between rehabilitation and payment suggesting that the performance of the one was intended to be in return for the other. (At 9661-967 *NB* and 967B-C/D.) *Held,* accordingly, that, notwithstanding the bilateral nature of their contract and the degree of interdependence between payment and rehabilitation, the parties could not have intended that they would be reciprocal obligations in the strict sense. Although the appellant could have compelled B to carry out its obligations in respect of rehabilitation during the currency of the agreement or counter-claimed for damages, it could not raise the *exceptio* as the payment and rehabilitation were not reciprocal obligations. (At *967D* and 967E/F-G.)

The decision in Witwatersrand Local Division in *Giddey* NO *v Grand Mines (Pry)*
Ltd confirmed."

The following passage from the judgment of Smalberger, J.A., is also to the point:

> "Interdependence of obligations does not necessarily make them reciprocal. The mere non-performance of an obligation would not *per se* permit of the *exceptio*; it is only justified where the obligation is reciprocal to the performance required from the other party. The *exceptio* therefore presupposes the existence of mutual obligations which are intended to be performed reciprocally, the one being the intended exchange for the other (Wynn's Car Care Products (Pty) Ltd v First National Industrial Bank Ltd 1991(2) SA 754 (A) at 757 E – F; ESE Financial Services (Pty) Ltd v Cramer, 1973(2) SA 805 (C) at 809 D – E). Furthermore, for the *exeptio* to succeed the plaintiff's performance must have fallen due prior to or simultaneously with that demanded from the defendant (Mörsner v Len, 1992(3) SA 626(A) at 633J). Whether or not obligations in terms of a contract satisfy these requirements and are reciprocal in the above sense (being the strict sense in which the word is used in this judgment) is ultimately a matter of interpretation."

I must point out that in the Grand Mines case, there was one contract of letting and hiring (*locatio conductio operis*). This composite contract was of a bilateral nature and there was a degree of interdependence but nevertheless the obligations of the parties were held not to be reciprocal in the strict sense.

In the present case, it seems that we have one document, wherein two separate contracts are recorded – one of sale and one of letting and hiring of services. That in itself strengthens the inference that the obligations of the parties in regard to these two contracts were not intended to be reciprocal. This distinguishes the present case from that in Grand Mines and strengthens the inference that there was no reciprocity in the present case. But even if I am wrong in this conclusion and par. 1 and 2 of the document and par. 3 were intended to constitute one bilateral contract,

then the obligations of the parties cannot be regarded as reciprocal because of its diverse nature and content – the acknowledgment in regard to the sale being as stated before, "unambiguous, unequivocal, unconditional, specific and liquidated" and the obligations contained in par. 3 being imprecise, uncertain and not liquidated.

It follows from the above that the obligations contained in the said annexure "B" – the socalled "Acknowledgment of Debt" – are not reciprocal at least not in the "strict sense". The defence of *exceptio non adimpleti contractus* must consequently fail on the merits, even if properly raised in the pleadings.

The defendant's remedy was to proceed by way of counterclaim (claim in reconvention). This he failed to do.

The only legal remedy he now has is to proceed *de novo* with a claim for damages if any.

I find it unnecessary for the purpose of this judgment to deal with any of the other points raised in the course of the appeal.

In the result: the appeal is dismissed with costs.

O'LINN, A.J.A.

I agree.

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CHOMBA, A.J.A.

I agree.

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MANYARARA, A.J.A.

/mv

COUNSEL ON BEHALF OF THE APPELLANT: MR. J A N STRYDOM
Instructed by: Kauta, Basson & Kamuhanga Inc.

COUNSEL ON BEHALF OF THE RESPONDENT: MR. Z.J. GROBLER
Instructed by: A. LOUW & CO.