



REPORTABLE

CASE NO: SA 12/2005

IN THE SUPREME COURT OF NAMIBIA

In the matter between:

SYLVIE McTEER PROPERTIES

Appellant

and

MICHAEL KARL-HEINZ KUHN

First Respondent

MARIAN VAN ZYL

Second Respondent

GUINEVERE PROPERTIES TWENTY CC

Third Respondent

LEON ENGELBREGHT

Fourth

Respondent

THE DEPUTY SHERIFF FOR THE DISTRICT OF WINDHOEK

Fifth

Respondent

Coram: MARITZ JA, CHOMBA AJA *et* DAMASEB AJA

Heard: 12 October 2006

Delivered: 15 August 2017

Summary: The appellant, an estate agent, appeals against the dismissal of her application seeking the release of her estate agent's commission in the amount of N\$ 50 000, from the proceeds of sale of the third respondent's immovable property which were attached to found or confirm jurisdiction by second and third respondents. Default judgement obtained by the appellant against the third respondent could not be satisfied. The proceeds of sale of the third respondent's immovable property were attached *ad confirmandam jurisdictionem*, alternatively, *ad fundandam jurisdictionem* in favour of the first and second respondents in respect of loan agreements between the first and second respondents and the fourth respondent – a member of the third respondent and *perigrini* of this Court – in his personal capacity.

On appeal, the appellant contended that the court *a quo* erred in law and fact by finding that (a) it was *functus officio* with regard to the orders *ad confirmandam jurisdictionem*, alternatively, *ad fundandam jurisdictionem*, (b) rule 44 of the Rules of Court could not be utilised to rectify the orders *ad confirmandam jurisdictionem*, (c) the release of the monies would cause a deficit prejudicial to the first and second respondents. For the first respondent it was contended that (a) the court *a quo* was *functus officio* with respect to the orders *ad confirmandam jurisdictionem*, alternatively, *ad fundandam jurisdictionem*, (b) appellant's application was not launched in terms of Rule 44 of Court

and (c) further that the granting of the relief sought would be prejudicial to the first and second respondents.

Court on appeal *held* that the first and second respondents would be occasioned by prejudice by the granting of the relief sought by the appellant due to the fact that the orders *ad confirmandam jurisdictionem*, alternatively, *ad fundandam jurisdictionem* are valid and unimpugned. Appeal court further holding that court *a quo* is *functus officio* the orders *ad confirmandam jurisdictionem*, alternatively, *ad fundandam jurisdictionem*. The appeal dismissed with costs.

APPEAL JUDGMENT

DAMASEB AJA (CHOMBA AJA concurring):

[1] This appeal was heard on 12 October 2006 by Maritz JA (since retired), Chomba AJA and myself. The responsibility of preparing the court's judgment was assumed by Maritz JA as the presiding judge. Regrettably, he has not presented a draft judgment for consideration despite undertakings to do so. I have since been advised that for medical reasons, Maritz JA has become unavailable to perform further judicial work. Due to these deeply regrettable circumstances, being one of the three judges who had sat on the appeal, I was recently tasked by the Chief Justice to write the judgment. In terms of s 13(4) of the Supreme Court Act 15 of 1990, two judges forming the majority can still

give a valid judgment, provided that they agree on the outcome.¹ I now proceed to consider and decide the appeal.

Introduction

[2] At the heart of this case is money belonging to third respondent close corporation Guinevere Property Twenty CC (Guinevere CC) duly registered in Namibia and therefore an *incola* of this court. Guinevere CC's sole member, the fourth respondent (Engelbreght) is a *peregrinus* debtor. Three legal consequences flow from these primary facts: The first is that, being a close corporation, Guinevere CC's assets are separate from those of Engelbreght.² The second is that as an *incola* Guinevere CC's assets are not capable of attachment to found jurisdiction.³ The third consequence is that, as a *peregrinus* debtor, a creditor desiring to sue Engelbreght in Namibia may only do so if they are able to attach an asset of his situated in Namibia - to found or confirm jurisdiction or to secure satisfaction of a debt upon execution⁴. All these three legal consequences are implicated in the appeal before us.

Guinevere CC's asset

[3] Guinevere CC was the owner of an immovable property being Erf No. 2972, Klein Windhoek, Extension 5 (the property). On 26 March 2003 Guinevere CC, represented by Engelbreght, entered into a deed of sale to sell the property to a third

¹ See, for example, *Wirtz v Orford & Another* 2015 NR 175 (SC).

² Section 2 of the Close Corporation Act 26 of 1988.

³ Cilliers *et al.* 2009. *Herbstein and Van Winsen: The Civil Practice of the High Courts and the Supreme Court of South Africa* (5th ED). Cape Town: Juta, P 103 and s 25 of the High Court Act.

⁴ Cilliers *et al* (supra), 95-96.

party for the purchase consideration of N\$ 1 875 000.00 (the proceeds of sale). It is not in dispute that as Guinevere CC's estate agent, the appellant (Sylvie McTeer) owned by Marie Josephine Sylvie McTeer, was the effective cause of the sale of the property entitling her to agent's commission of 20% of the purchase price, being N\$ 50 000 inclusive of VAT – due and payable on date of transfer which was 12 May 2003. The balance of the proceeds of sale in the amount of N\$ 525 005.42 is held in trust in favour of Guinevere CC by the law firm Lorentz & Bone who were the conveyancers.

The creditors' competing interests

[4] In January 2002, the first respondent (Kuhn) extended a loan of N\$ 250 000 for a period of one year in terms of a written agreement to a South African registered company 'Forum SA trading 163 (Pty) Ltd' (the company). The company was represented by Engelbreght. The company was unable to pay back the loan and as a result, Kuhn and Engelbreght entered into an oral agreement during November 2002 whereby Engelbreght undertook to be personally liable for the repayment of the loan with interest. It was further agreed that Engelbreght would be substituted as debtor under the agreement, alternatively would assume liability as co-principal debtor with the company. The record indicates that only an amount of N\$ 11 300 was repaid as interest on the principal debt by Engelbreght rendering the full debt and interest thereon due and payable to Kuhn. Kuhn issued summons against Engelbreght in the High Court on 18 March 2003.

[5] The second respondent (Van Zyl) is a dental practitioner who had also entered into a written loan agreement with the company during January 2002. Van Zyl had advanced N\$ 163 000 to the company and a further oral agreement was entered into during November 2002 wherein Engelbreght undertook to be personally liable to Van Zyl for the repayment of the loan with interest. It was further agreed that Engelbreght would be substituted as debtor under the agreement, alternatively would assume liability as co-principal debtor with the company. No payment was ever made by Engelbreght and the principal debt and interest thereon is due and payable. Van Zyl also issued summons against Engelbreght on 11 September 2003.

[6] Sylvie McTeer's agent's commission remained unpaid resulting in her instituting action on 03 February 2004 against Guinevere CC. Sylvie McTeer obtained default judgment on 4 March 2004 in the amount of N\$ 50 000, interest a *tempore morae* at the rate of 20% per annum as from 13 May 2003 until date of payment, and costs.

[7] Execution of Sylvie McTeer's judgment debt was however not possible as I will demonstrate below.

Proceedings by Kuhn and Van Zyl against Engelbreght

[8] The sale of Guinevere CC's immovable property was concluded on 26 March 2003 and the transfer took place on 12 May 2003. It is common cause that at the time of

that transaction, Engelbreght was indebted to Kuhn and Van Zyl. No doubt aware of the sales transaction and before the transfer could take place, Kuhn and Van Zyl approached the High Court on an urgent basis *ex parte* and obtained urgent provisional relief on 24 April 2003. A rule *nisi* was issued in favour of Kuhn on 24 April 2003, which was discharged on 4 February 2004 but was, by agreement, confirmed on appeal to the Supreme Court on 16 July 2004 in the following amended terms:

'1. Authorising and directing the deputy sheriff for the district of Windhoek to attach:

- 1.1. the members' interest in [Guinevere CC];
- 1.2. the monies held in [Lorentz & Bones] trust account on behalf of [Engelbreght], alternatively [Guinevere CC] (excluding any monies payable to any bond holder in respect of a bond registered over the hereinafter described property) in respect of the Transfer of Erf 2972, Klein Windhoek, Extension 5, presently registered in the name of the second respondent.

Ad confirmandam jurisdictionem, in respect of an action to be instituted by the applicant against the first respondent which shall be instituted within 30 days after confirmation of the rule nisi in this matter, on the basis of the cause of action as set out in annexure 'F' to the founding affidavit in support of the application (subject thereto that only legally permissible interest may be claimed.'

[9] In respect of Van Zyl, the High Court issued a rule *nisi* on 14 July 2003 and confirmed it on 11 August 2003 in the following terms:

1. Authorising and directing the third respondent to attach:
 - 1.1 [Engelbreght's] 100% members interest in [Guinevere CC];
 - 1.2 An amount of N\$ 309 504.00, constituting a portion of an amount of N\$ 525 005.42 currently held under attachment by third respondent *ad confirmandam jurisdictionem* to and in favour of Michael Karl-Heinz Kuhn in terms of an order of the above honorable court issued on 24 April under case number A 11/2003.
 - 1.3 First and second respondent's claim or entitlement to and in the aforesaid amount of N\$ 309 504.00.
Ad confrimandam jurisdictionem, alternatively *ad fundandam jurisdictionem* pending an action to be instituted by the applicant against first respondent for such relief as set out in annexure 'MZ4' to the founding affidavit of applicant in support of this application.
 - 1.4 That applicant be directed to institute her action in terms of a particulars of claim as per annexure 'MZ4' hereto (together with such further or ancillary relief she may deem fit within 30 (thirty) court days after confirmation of the rule *nisi* issued in terms hereof.'

[10] It is clear that the attachment of the proceeds of sale was granted pending finalisation of the actions instituted by Kuhn and Van Zyl.

The bases on which the attachment orders were sought and granted

[11] Since Engelbreght and Guinevere CC are two different legal *personae*, what facts were put forward in the founding affidavit to justify attaching the proceeds of sale which, in law, is the property of the CC and not Engelbreght's? I consider this matter

solely for the purpose of providing context and not because it calls for resolution in this appeal.

[12] As indicated in portions of the founding papers constituting the record,⁵ Engelbreght, as the sole member of Guinevere CC, is the only claimant against the assets of Guinevere CC and thus owns or has sufficient interest in the said moneys which were contractually due to Guinevere CC. The effectiveness of the attachment of Engelbreght's 100% member's interest in Guinevere CC therefore depended on attachment of the funds belonging to the latter, so as to serve as security for Kuhn and Van Zyl's claims. The alternative basis proffered for the attachment orders is the 'piercing of the corporate veil'. According to Kuhn in his founding affidavit in support of the urgent *ex parte* application, the alternative relief was sought on the following bases:

'21. I wish to point out that it is significant that, whereas the initial contract of purchase and sale was for the purchase of the member's interest in the second respondent, now the second respondent itself wishes to transfer the property to the third respondent. I am constrained to conclude that the purpose of changing the mode of transfer was to obfuscate the true nature of the transaction, namely that the first respondent was seeking to divest itself of its last remaining assets in Namibia with a view to frustrating my claim against him.

22. I. . . submit that such conduct on the part of the first respondent involves improper conduct aimed at the frustration of my claim against the first respondent. . .such as to move this court to lift the corporate veil and permit me to bring this application in order to prevent the first respondent from converting his only asset from the jurisdiction of this court.'

⁵ Portions from the founding papers in the urgent application brought by Kuhn.

[13] It is on the above grounds that the attachment orders were granted. As I later show, those orders are not the subject of appeal.

Sylvie McTeer's proceedings against Guinevere CC

[14] All attempts by Sylvie McTeer to have its judgment satisfied from the proceeds of sale attached by Kuhn and Van Zyl proved futile as is evident from the correspondence between the respective legal practitioners referenced in the pleadings, leading to the application now under consideration in this appeal.

[15] Sylvie McTeer brought an application seeking, principally, an order authorising and directing the deputy sheriff for the district of Windhoek to release in her favour a sum of N\$ 50,000.00 with interest and costs from the proceeds of sale under attachment.

[16] The basis for the application, which did not challenge the validity of the attachment orders is: Firstly, that the proceeds of sale belong to Guinevere CC and not Engelbreght. Secondly, that the debt owed to Sylvie McTeer is against Guinevere CC, which (as a separate legal entity) was not privy to the agreements between Engelbreght, Kuhn and Van Zyl. Thirdly, the attachment to found or confirm jurisdiction would only apply to the balance of the proceeds of sale which remained after her judgment debt had been settled in full. Fourthly, it was stated that the money in trust is

held in the name of Guinevere CC and does not form part of the estate of Engelbreght. Sylvie McTeer rejected the attempts to pierce the corporate veil and to attach Guinevere CC's assets as there is no proof of any negligent carrying on of Guinevere CC's affairs by Engelbreght; nor was it established that Engelbreght abused the corporate juristic personality of the close corporation.

[17] Sylvie McTeer submitted that there will in any event be enough funds, after the payment of its judgment debt against Guinevere CC, for purposes of confirming jurisdiction and to satisfy any judgment that may be granted in favour of Kuhn and Van Zyl.

[18] In opposing Sylvie McTeer's application, Kuhn reiterated the purpose of the attachment orders, which was to secure any judgment that may be granted and to confirm jurisdiction over Engelbreght. If no judgment is granted in favour of either Kuhn or Van Zyl, Sylvie McTeer would be entitled to the release of the funds but not before the finalisation of their claims. Kuhn further stated that the attachment orders were confirmed by the High Court and the Supreme Court, rendering the orders *res judicata* and the High Court *functus officio*. To give preference to Sylvie McTeer's judgement debt before finalisation of their claims would be a reversal of the attachment orders they obtained and make their claims worthless. Since no execution had been levied against the attached proceeds of sale, Kuhn stated that Sylvie McTeer may also share in the proceeds of sale proportionally or *pro rata* with Kuhn and van Zyl at the execution stage.

[19] As regards piercing of the corporate veil, Kuhn states that this is an alternative ground for attachment and that the aggregate of the claims by Kuhn and Van Zyl exceeds the value of the attached funds and it will be premature and prejudicial to them to satisfy Sylvie McTeer's claim before the finalisation of their claims.

High Court's ruling on Sylvie McTeer's application

[20] On 10 June 2005 the High Court dismissed Sylvie McTeer's application, with costs. The issue that fell for determination was whether the High Court had jurisdiction to vary or alter the attachment orders *ad confirmandam jurisdictionem* on behalf of Kuhn and van Zyl. The court *a quo* answered the question in the negative, holding that confirmation of the rules *nisi* rendered it *functus officio*. Relying on the *functus officio* principle, the court *a quo* held that it did not have the authority to correct, alter or supplement its own order, its jurisdiction in the case having been fully and finally exercised. The court relied on *Estate Garlick v Commissioner of Inland Revenue* 1934 AD 499 at 502; *Firestone South Africa (Pty) Ltd v Genticuro AG* 1977 (4) SA 298 (A); *Ex Parte Women's Legal Centre v Greater Germiston Transitional Local Council* 2001 (4) SA 1288 (CC); *Colyn v Tiger Food Industries Ltd t/a Meadow Fees Mills (Cape)* 2003 (6) SA 1 (SCA), paras 4-16 establishing the principle that courts are generally precluded – unless exceptional circumstances are present – from reviewing their own orders once made and that the function to alter or vary a court's final judgment is that of an appeal court.

[21] On the facts of the case, the court *a quo* held that the evidence showed that the proceeds of sale under attachment were held in trust on behalf of Engelbreght after the creditors of Guinevere CC, excluding Sylvie McTeer, were fully paid. The court *a quo* dismissed Sylvie McTeer's argument that those funds belonged to Guinevere CC and not to Engelbreght. The High Court upheld the view that Sylvie McTeer could institute proceedings to obtain an attachment order for the amount of N\$ 50 000 with the purpose to execute in future but not before the finalisation of the actions instituted by Kuhn and van Zyl.

The appeal

[22] The appeal lies against the High Court's judgment and order dismissing Sylvie McTeer's application to have the amount of N\$ 50 000, including interest and costs, released by the deputy sheriff from the attached proceeds of sale of the third respondent's immovable property in order to satisfy Sylvie McTeer's judgment debt.

Sylvie McTeer's case on appeal

[23] The nub of Mr Strydom's argument on behalf of Sylvie McTeer is that its judgment debt is against Guinevere CC, which was not privy to the loan agreements between Engelbreght and Kuhn and van Zyl and, therefore, the attachment of the assets belonging to Guinevere CC is unfounded. He argued that the court *a quo* misdirected itself in law by holding that the satisfaction of Sylvie McTeer's judgement debt from the attached proceeds of sale is impossible because the attachment orders

are of a final nature and that Rule 44(1)⁶ of Court could not be used to alter or amend those orders.

[24] Mr Strydom pointed out that Kuhn and Van Zyl's case in support of the attachment orders is undermined by two considerations: Firstly, the fact that Sylvie McTeer was not joined as a party to the attachment proceedings by Kuhn and Van Zyl, despite the fact that she had a direct and substantial interest in the outcome.

[25] Counsel suggested that Kuhn and Van Zyl treated Sylvie McTeer unfairly by not making the attachment orders subject to prior satisfaction of her judgment debt or not bringing to her attention the intended attachment proceedings to enable her intervene as an interested party.

[26] The second consideration raised in argument, is that the proceeds under attachment constitute an asset of Guinevere CC, which is an *incola* of the court, and that it was not permissible under s 25 of the High Court Act 15 of 1990⁷ to attach the property of an *incola*. According to Mr Strydom, there is therefore no impediment on the part of the appeal court to order a release of the funds in order to satisfy Sylvie McTeer's judgment debt. The partial release would on that argument not render

⁶ Rule 44(1)(a) (now rule 103(1)(a)) states: 'the court may, in addition to any other powers it may have, *mero motu* or upon the application of any party affected, rescind or vary –

(a) An order or judgment erroneously sought or erroneously granted in the absence of any party affected thereby;'

⁷ Section 25 reads: 'No attachment of person or property to found jurisdiction shall be ordered by the High Court against any person residing in Namibia'.

ineffective any order that may be granted in favour of Kuhn and Van Zyl as there will be sufficient surplus for them to execute against and that the release would not affect the vesting of the court's jurisdiction.

[27] As regards *res judicata*, Mr Strydom argued that the Supreme Court has inherent jurisdiction to set aside the attachment orders. He argued that the orders are interlocutory in nature and not *res judicata* as between Sylvie McTeer and Kuhn and Van Zyl because: (a) the attachment orders were not between the same parties (Sylvie McTeer was not party to the attachment proceedings); and (b) did not concern the same subject matter nor was it based on the same cause of action. The relief sought is for the court to order a release a portion only of the moneys under attachment on the strength of the default judgment obtained against Guinevere CC.

[28] Mr Töttemeyer appearing for Kuhn and Van Zyl argued that the findings by the court *a quo* as regards the granting of the attachment orders are correct and that the dismissal of Sylvie McTeer's application was justified. According to counsel, the attachment orders were necessary to subject Engelbreght to the jurisdiction of the Namibian courts and to secure the execution of any judgment that may be granted. According to counsel, the attachment orders operate with final effect until finalisation of the actions – regardless of the outcome thereof – and that such cannot be altered before their actions are finalised. Counsel submitted that Kuhn and Van Zyl obtained absolute rights upon confirmation of the attachment orders and nothing can affect their

rights to the property under attachment. Counsel further submitted that the court *a quo* correctly held that a confirmation of a rule *nisi* renders the court *functus officio* and that it is not competent to add to or alter the order made in terms of the confirmation of the rules *nisi*.

[29] According to Mr Tötemeyer the effect of the relief sought by Sylvie McTeer is to have the attachment orders altered by the same court whose authority over the matter has ceased. Counsel disputed Sylvie McTeer's suggestion that Rule 44(1) of Court is applicable because, firstly, no such application was brought in terms of that rule and, secondly, there is no allegation that the attachment orders were erroneously granted. According to counsel, the persistence by Sylvie McTeer to execute against the proceeds held in trust in effect seeks to reverse the attachment already confirmed.

[30] Mr Tötemeyer countered the allegation that Sylvie McTeer did not know about the attachment proceedings brought by Kuhn and Van Zyl, stating that already by 26 January 2004 she knew about the discharge of the rule *nisi* in respect of Kuhn before it was finally confirmed by the Supreme Court on 16 July 2004. (In fact, a letter dated 26 January 2004 appearing in the record shows that attempts were made by Sylvie McTeer's legal representative with Kuhn's to have a portion of the attached proceeds of sale released to satisfy her judgment debt). No joinder application was brought and the application which is the subject of this appeal was only brought in October 2004, after the rule *nisi* was confirmed by the Supreme Court. Counsel stated that the argument

that Sylvie McTeer's claim should be settled before those of Kuhn and Van Zyl is to give preferential treatment to it as against unsecured creditors such as themselves.

Analysis

Have the attachment orders become res judicata?

[31] We are here faced with two attachment orders: one by this court and the other by the High Court. The effect is the same: They are both valid, unimpugned and lawfully granted orders which have final effect. There is no appeal against the orders and the application brought by Sylvie McTeer did not seek to have the orders varied in terms of rule 44(1)(a).

[32] This matter is therefore before this court, not as an appeal against the orders granted in favour of Kuhn and Van Zyl, but as an appeal against an order refusing the relief sought by Sylvie McTeer to allow her to execute against the proceeds of sale, notwithstanding the attachments. The twin questions whether a proper basis was laid for the attachment of the proceeds of sale and whether this was a proper case for the lifting of the corporate veil therefore do not arise and need not be decided. The High Court took the view that what it was asked to order was not competent relief because it was *functus officio* and the matter of the attachments *res judicata*. The real issue in the appeal is whether the High Court was correct in that conclusion.

[33] It is in the public interest that litigation be brought to finality: litigants must be assured that once an order of court is made, it is final and they can arrange their affairs

in accordance with that order.⁸ It is trite that where an order is final in nature, a subsequent court of equivalent jurisdiction cannot sit in review of those orders, unless new facts are presented or it is impugned in terms of rule 44 (1) (a). Failing that, the High Court remains *functus officio* and may not set aside its own judgment or order. (*Mukupuli and Another v Swabou Investment (Pty) Ltd and Another* 2013 (1) NR 238 (SC) at 240-241C). The reason is that once the court becomes *functus officio*, its jurisdiction in the matter is fully and finally exercised and its authority over the subject matter ceases.

[34] Mr Strydom relied on *Chesterfin (Pty) Ltd v Contract forwarding (Pty) Ltd and others* 2002 (1) SA 155 (TDP) to avoid the rigor of the *functus officio* doctrine. In that case, a rule *nisi* was granted but was yet to be confirmed. What the court had to consider was whether or not to confirm the rule. It said at 167F-H:

'I am, perforce, entitled to approach this matter as *res nova*. . . the rule nisi was granted as a matter of urgency. All the interested parties were not before the court, and interested persons were accordingly called upon . . . to show cause why the order should not be made final. . . it would be strange if, in these circumstances, the court were to have granted an order which had greater effect than the preservation of the applicant's right pending the return day.'

[35] That is not the case here. The attachment orders had in this case taken final effect and no proceedings were brought by Sylvie McTeer to vary them before the rules *nisi*

⁸ Cilliers (supra), p 926.

were confirmed. The authority relied on by Mr Strydom does therefore not assist his case.

Is the attachment ineffective because Sylvie McTeer was not a party to the attachment proceedings?

[36] It was submitted on behalf of Sylvie McTeer that the orders were granted in her absence because she was unaware of the proceedings. Mr Töttemeyer countered that such submission is untenable because, as early as January 2004 and before both rules *nisi* were confirmed, Sylvie McTeer had knowledge of the proceedings and yet did not act on such knowledge. That submission is supported by the record: It is clear from the record that, as early as 26 January 2004, attempts were made by Sylvie McTeer's legal representatives to have the money released, with no success. It is apparent therefrom that all Sylvie McTeer was concerned about was to be treated as a preferential creditor and even threatened to institute legal action but did not act on the threat. The assertion that the orders of attachment are invalid because she did not bear knowledge of them is therefore not supported by the objective facts.

No prejudice to Kuhn and Van Zyl if Sylvie McTeer is paid?

[37] Sylvie McTeer maintains that her debt can be satisfied without prejudicing Kuhn and Van Zyl. According to Mr Töttemeyer, the aggregate of Kuhn and Van Zyl's claims, including interest, exceeds the value of the amount attached. I agree: Kuhn's claim is N\$ 250 000 and that of Van Zyl's is N\$ 163 000, giving us a total of N\$ 413 000, less

interest and legal costs in the event they are successful. It becomes obvious that if Sylvie McTeer's judgment debt is paid before their claims are determined, they will potentially be prejudiced.

[38] For all the above reasons, the appeal has no prospects.

Order

[39] The appeal is dismissed with costs, to include the costs of instructing and one instructed counsel.

DAMASEB AJA

CHOMBA AJA

APPEARANCES:

APPELLANT

J A N Strydom

Instructed by

LorentzAngula Inc, Windhoek

FIRST AND SECOND RESPONDENT

R Töttemeyer

Instructed by

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