



NOT REPORTABLE

CASE NO: SA 28/2020

IN THE SUPREME COURT OF NAMIBIA

In the matter between:

HERERO ROYAL RED FLAG ASSOCIATION

Appellant

and

HERERO RED FLAG ASSOCIATION

(INCORPORATED ASSOCIATION NOT FOR GAIN)

First Respondent

THE COUNCIL OF THE MUNICIPALITY OF WINDHOEK

Second Respondent

THE REGISTRAR OF DEEDS WINDHOEK

Third Respondent

DR WEDER, KAUTA & HOVEKA INCORPORATED

Fourth Respondent

Coram: SHIVUTE CJ, MAINGA JA and FRANK AJA

Heard: 24 June 2022

Delivered: 18 July 2022

Summary: This appeal concerns an alleged error made in the deed of transfer of an immovable property in Windhoek which arose in the following circumstances:

From the 1970s, the Red Flag Regiment (the Regiment) occupied and used land which belonged to the Municipality of Windhoek (the municipality) for its purposes (ie

to maintain, inculcate and promote the culture of the Otjiherero speaking people). In total, the Regiment utilised three erven for its objectives (ie the first erf was used to build a homestead for the chief; the second erf was used to build a church and the third erf was used for the activities of the Regiment – this erf is referred to as the ‘commando’). During 1994, the Regiment decided to take up an offer from the municipality to purchase the ‘commando’ erf. The Herero Royal Red Flag Association (the Royal Red Flag Association/appellant) was created at a meeting by the Regiment for purposes of purchasing the ‘commando’ erf. After creating the Royal Red Flag Association, a constitution was drawn up at the insistence of the municipality.

On 16 May 2000, the Royal Red Flag Association, as a voluntary association entered into a written Deed of Sale agreement with the municipality for the purchase of the ‘commando’ erf in Katutura. The municipality gave instructions to its legal practitioners to pass transfer to the Royal Red Flag Association in May 2006 upon payment of the full purchase price. A power of attorney to pass transfer dated 18 May 2007 indicating that the municipality sold the property on 16 May 2000 to the Royal Red Flag Association was prepared granting the municipality’s legal practitioners the power to register the transfer of the property to the Royal Red Flag Association. In the power of attorney, the word ‘Royal’ in Royal Red Flag Association was deleted and this deletion was endorsed by signatures accompanying the deletion. As a result, the power of attorney indicated that the sale of 16 May 2000 was between the Herero Red Flag Association (the first respondent) and the municipality and that the transfer of the property had to be made to the Herero Red Flag Association. Transfer was thus made to the first respondent.

The Royal Red Flag Association took issue with the transfer and instituted an action in the High Court against the respondents as defendants to rectify what was alleged to be an error made in the deed of transfer of the immovable property. It claimed that it was a party to the sale agreement and that the transfer to the first respondent was an error. It thus sought orders evicting the first respondent from the property and an

order compelling the Registrar of Deeds to correct the deeds' registry to reflect a transfer to it.

The first respondent raised two special pleas, *locus standi* and non-joinder of appellant's unincorporated predecessor. The second special plea was not persisted with, thus will not be considered on appeal. The first respondent claimed that the Royal Red Flag Association had no *locus standi* to institute the action as when it concluded the agreement with the municipality and when the property was transferred, it lacked the power to contract and to hold immovable property in its own name (essentially, it 'did not have legal personality'). In essence, the first respondent alleged that the Royal Red Flag Association reorganised itself as the Red Flag Association and eventually incorporated itself as an association not for gain. First respondent further pleaded that due to the non-compliance with s 97(1) of the Deeds Registries Act 47 of 1937 (the Act), appellant's claim should be dismissed.

The court *a quo* rejected and dismissed the first respondent's submission that appellant's claim should be dismissed for non-compliance with s 97(1) of the Act, and upheld with costs the point that the appellant lacked the necessary *locus standi* to bring the claim.

The appeal before this court is against the court *a quo*'s findings. This court also considered appellant's condonation application for the non-compliance with rule 14(2) of the Rules of the Supreme Court. This application was opposed by the respondents solely on the basis that there were no prospects of success in the appeal.

The written constitution established for the Royal Red Flag Association did not provide for the election of office bearers, the powers of the association or its office bearers, or, the *raison d'etre* for its existence, namely the capacity to own the property it was to purchase from the municipality. The evidence showed that the Royal Red Flag Association's business was discussed at Regiment meetings and correspondence prior to the conclusion of the sale agreement from the municipality

was addressed to the Herero Red Flag Association or the Red Flag Association. The evidence did not show whether the reference to these two mentioned associations was indeed references to associations operating under those names or to the Royal Red Flag Association or the Regiment. It was however clear that the municipality resolved, during February 2000, to sell the property at a subsidised price and this was done in favour of the Herero Royal Red Flag Association and this is the counterparty to the municipality expressly mentioned in the resolution.

Held that, a voluntary association is founded on the basis of mutual agreement and hence when considering its constitution one is dealing with a contract between the members of such association which must be dealt with in accordance with the principles relating to the interpretation of contracts.

Held that, on the evidence it is clear that the constitution of the Royal Red Flag Association was partly written and partly unwritten. When considering the powers of the association and in such a scenario, the unwritten part of the constitution cannot be ignored in favour of the written part.

Held that, the *raison d'être* for the creation of the Royal Red Flag Association was for it to acquire the property in question from the municipality. This evidence is uncontested.

Held, in terms of the unwritten provision of the Royal Red Flag Association's constitution, it is clear that the Royal Red Flag Association was a *universitas* and it was empowered to enter into the agreement to purchase the property from the municipality on 16 May 2000.

Held that, the Royal Red Flag Association has made out a case for *locus standi*, in that it was a party to the contract for the purchase of the property from the municipality and that property should have been transferred and registered in its name.

Held further that, the appellant has shown good prospects of success on the merits and this court grants condonation for the appellant's non-compliance with rule 14(2) of the Rules of the Supreme Court.

The appeal succeeds with costs.

APPEAL JUDGMENT

FRANK AJA (SHIVUTE CJ and MAINGA JA concurring):

Introduction

[1] The Herero Royal Red Flag Association (the Royal Red Flag Association), an Incorporated Association not for gain,¹ instituted an action in the High Court against the respondents as defendants to rectify what was alleged to be an error made in the deed of transfer of an immovable property in Windhoek which arose in the following circumstances.

[2] In terms of a written agreement of purchase and sale entered into between the Royal Red Flag Association and the Municipality of Windhoek (the municipality) on 16 May 2000 the former purchased erf 6297 in Katutura, Windhoek ('commando' erf) from the latter.

[3] As a result of the said sale, the municipality instructed its legal practitioners to pass transfer to the Royal Red Flag Association in May 2006 after the full purchase

¹ Pursuant to s 21 of the Companies Act 28 of 2004.

price had been paid. A power of attorney to pass transfer dated 18 May 2007 was prepared indicating that as the municipality sold the property on 16 May 2000 to the Royal Red Flag Association. It granted its legal practitioners the power to register the transfer of the property to the Royal Red Flag Association.

[4] A line was drawn through the word 'Royal' in the reference to the Royal Red Flag Association in the power of attorney and this deletion was endorsed by signatures next to the deletion. In the result, the power of attorney indicated that the sale of 16 May 2000 was between the Herero Red Flag Association and the municipality and that the transfer of the property had to be made to the Herero Red Flag Association.

[5] Transfer was thus made to the Herero Red Flag Association in December 2009 which Association was also incorporated as an Association not for gain prior to taking transfer of the property. The Deed of Transfer indicates that the cause for the transfer was a sale concluded between the municipality and the Red Flag Association on 16 May 2000.

[6] The Royal Red Flag Association takes issue with the transfer of the property to the Red Flag Association and maintains that it was the party to the sale and that the transfer of the property to the Red Flag Association was an error and thus sought an order evicting the Red Flag Association from the property and an order compelling the Registrar of Deeds (the registrar) to correct the deeds registry so as to reflect a transfer to it.

[7] The Red Flag Association in its pleadings raised two special defences. Firstly, that the Royal Red Flag Association had no *locus standi* to institute the action as in its pre-incorporation state when it concluded the agreement with the municipality and when the property was transferred, it lacked the powers to contract and to hold (immovable) property in its own name as it 'did not have legal personality'. Secondly, that the Royal Red Flag Association as incorporated had to join its unincorporated predecessor in the matter. The second special plea appears not to have been persisted with and needs no further consideration. It appears that the issue of statutory notice to the Registrar of Deeds pursuant to s 97(1) of the Deeds Registries Act 47 of 1937 (the Act) also became an issue with the legal representative for the Red Flag Association submitting that the non-compliance with this section should lead to the dismissal of the claim.

[8] As far as the plea on the merits is concerned, it in essence alleges that the Royal Red Flag Association reorganised itself as the Red Flag Association and eventually incorporated itself as an association not for gain. It thus maintains that the property was correctly transferred to it and it further pleads that 'unspecified errors do not vitiate' transfers of property.

[9] The Red Flag Association was the only defendant at the trial *a quo* as the other parties cited as defendants did not enter into the fray. These other parties were the municipality, the Registrar of Deeds and the legal practitioners involved in the transfer of the property.

[10] At the trial the Royal Red Flag Association called two witnesses and thereafter closed its case. The Red Flag Association then closed its case without calling any witnesses.

[11] The court *a quo* thereafter delivered a judgment in which the submission that the claim should be dismissed for non-compliance with s 97(1) of the Act was rejected. There is no appeal against this decision. The point that the Royal Red Flag Association lacked the necessary *locus standi* to bring the claim was upheld and as this finding 'disposes of the matter in its entirety' an order was made that the 'special plea of *locus standi* is upheld with costs, such costs to include the costs of one instructing and one instructed counsel'.

[12] The appeal thus lies against the finding that the Royal Red Flag Association lacked *locus standi* to bring the action.

The evidence

[13] A voluntary association known as the Red Flag Regiment (the Regiment) has been in existence from 1881 (according to the Red Flag Association) or 1886 (according to the Royal Red Flag Association). This association in broad terms has as its objective the maintenance, inculcation and promotion of the culture of the Otjiherero speaking people. At present this association has thus been in existence for over 120 years.

[14] It is common cause that the Regiment had no written rules or written constitution until August 1996. It thus, for over a century, conducted its business on a common understanding between its members. After the death of a famous Herero Chief in 1923 the initials of this chief were added to the name of the association which thus became the Herero Red Flag Regiment MPSM in that year.

[15] From the 1970s, the Regiment occupied and used land belonging to the municipality for its purposes. In fact three adjacent erven belonging to the municipality were occupied and used. A homestead was built for a chief on the first erf, a church on the second erf, and what is called a 'commando' on the third erf. The 'commando' was used for the activities of the Regiment. The first two mentioned erven were acquired from the municipality and as there is no issue in respect of those acquisitions nothing more needs to be said about them. The erf on which the 'commando' is situate is the subject matter of the dispute in this case.

[16] From the evidence, it appears that the highest authority in the Regiment was a Supreme Council which consisted of members of the Regiment that had obtained certain high ranks in a military style hierarchy that was applied in the Regiment.

[17] It is not clear from the evidence on what basis the erven of the municipality was occupied by the Regiment but what is clear is that buildings were constructed by or on behalf of the Regiment on the land on the basis of collections done among the members of the Regiment and that by 1993 the 'commando' buildings were in place.

[18] The buildings on the land were erected under the auspices of three committees. Thus the Herero Chiefs Council was responsible for the building of the house of a chief on the first erf. A second committee was responsible for the building of a church on the second erf. The Regiment was responsible for the building of the 'commando' on the third erf.

[19] During 1994 the Regiment decided to take up an offer from the municipality to purchase the 'commando' erf from the latter. The erf would be occupied for a period of two years per a rental agreement during which period the purchase price had to be secured.

[20] The Regiment at a meeting decided to create an association for the purpose of the purchase of this erf. This association became the Herero Royal Red Flag Association for which organisation a constitution was thereafter drawn up, apparently at the insistence of the municipality. This constitution also speaks about it being a 'Herero Cultural Association' which, in general terms, would also maintain, inculcate and promote the culture of the Otjiherero speaking persons with specific reference to commemorating late chiefs of the Herero people. It is open for membership to anyone who belongs to any of the Herero clans mentioned in the constitution and would be governed by the 'Generals' who are the 'highest policy making body of the association' and provision is made for an annual meeting in April.

[21] The constitution in total contains six 'Articles' and does not provide for the election of office bearers, the powers of the association or its office bearers, or,

strangely enough for the *raison d'être* for its existence, namely the capacity to own the property it was to purchase from the municipality. It is thus clear that the document (the constitution) did not intend to embody the whole constitution but only that part that would align it with the aims and objectives of the Regiment.²

[22] Despite having been constituted, the Royal Red Flag Association operated on the evidence in tandem with the Regiment. Its business was discussed at Regiment meetings and correspondence prior to the conclusion of the sale agreement from the municipality was addressed to the Herero Red Flag Association or the Red Flag Association. Whether the reference to these two mentioned associations was indeed a reference to associations operating under those names or to the Royal Red Flag Association or the Regiment does not appear from the evidence. Even the initial acceptance of the offer from the municipality and the power of attorney given to transact with the municipality was done by an entity referred to as the Red Flag Association. However what is clear is that when the municipality resolved to sell the property at a subsidised price during February 2000 this was done in favour of the Herero Royal Red Flag Association and this is the counterparty to the municipality expressly mentioned in the resolution.

[23] The written Deed of Sale with the municipality in respect of the property reflects the purchaser as the Herero Royal Red Flag Association. As mentioned above, this agreement was entered into on 16 May 2000. The agreement provided for the payment of a deposit of N\$25 000 within 48 hours of the conclusion of the

² *Affirmative Portfolios CC v Transnet Ltd t/a Metrorail* 2009 (1) SA 196 (SCA) para 14.

agreement and further monthly payments over a 60 months period. Transfer would take place 'as soon as possible after payment of the full purchase price plus interest, if payment of interest is applicable'. In terms of clause 23 of the Deed of Sale (I quote only the relevant portion):

' . . . In the event that a purchaser is not a Namibian citizen or company, business or institution registered in Namibia then it may be a further consideration in the conclusion of the sale that the purchaser at the time of signing of the documents, undertakes irrevocably in writing to register a Namibian company in whose name the property will be registered . . . '.

[24] On 24 May 2006 an email to an official in the municipality informed this official that the full purchase price had been paid and that the transfer of the property to the Herero Red Flag Association should proceed. On 29 May 2006 a letter was forwarded to the legal practitioners on behalf of the municipality instructing them to proceed with the transfer of the property to the Royal Red Flag Association, ie the counterparty in the Deed of Sale.

[25] It is clear that a power of attorney was prepared for the municipality to authorise its legal practitioners to proceed with the transfer of the sold property on its behalf. In this power of attorney it is declared that the municipality on 16 May 2000 sold the property to the Royal Red Flag Association. However when the power of attorney was presented to the registrar it appears that he picked up that there was a discrepancy between the documents as it indicated that the transferee would be the

Red Flag Association and not the Royal Red Flag Association. It is in this context that the deletion of the word 'Royal' in the power of attorney came about.

[26] The property was then transferred to the Red Flag Association in December 2009. The title deed reflects that the underlying cause for the transfer was a sale concluded between the parties on 16 May 2000. On the evidence the only sale that took place on this day in respect of the property was between the municipality and the Royal Red Flag Association. The title deed was later changed to indicate the transferee, namely the Herero Red Flag Association, as an incorporated association not for gain.

[27] When the Royal Red Flag Association in 2015 realised that its property was 'hijacked' in the words of a witness, it also incorporated itself and after that, attempts were made to correct the position extra-judicially which was unsuccessful and it then sought legal advice which led to the institution of action in this matter.

Locus standi

[28] What is clear is that the current Royal Red Flag Association being a corporation would be able to acquire the property in question. Further, if its capacity to own immovable property had been raised earlier it would have been entitled pursuant to clause 23 to convert into a corporation to acquire the property if it did not have the capacity at the time.

[29] The attack on its *locus standi* is premised on the basis that the association at the time did not have the capacity to contract nor the capacity to hold immovable

property in its own name as it was not a *universitas*. This attack in turn is premised on the fact that the constitution did not give them these powers. In this regard the constitution is the written document titled constitution which I referred to above.

[30] The court *a quo*, based on the abovementioned written constitution undertook quite a comprehensive survey to distinguish between voluntary associations that remained just that and voluntary associations that possess the attributes that would, under the common law, establish them as corporations or *universitates*. The latter having an existence separate from their members and entitled to hold property in their own names. After measuring these attributes against the written constitution, the court *a quo* concluded that the voluntary association did not have the capacity to enter into agreement or to hold immovable property. As the Royal Red Flag Association instituted an action on the basis that it was the incorporation of the association and hence only took over the rights of the association there was nothing to take over from the association and hence it lacked *locus standi* in relation to the relief sought.

[31] I have no quarrel with the analysis of the court *a quo* and the finding that the voluntary association did not have the power to enter into the agreement nor the capacity to hold immovable property in its own name if regard is had solely to the contents of the written document which in its heading states that it is the constitution of the Royal Red Flag Association.

[32] The legal representative for the Royal Red Flag Association submitted that the approach was not correct and that in considering the matter the court *a quo* had to

look at 'the nature of the association, its constitution, its objects and its activities'.³ He also submitted that when it comes to a voluntary association one must look at its activities, aims and objectives and may infer powers from this even in the absence of a written constitution.⁴ He refers to a South African case where it was stated as follows:

'What the intention of the founding members was is a factual question, and where the constitution is equivocal, or where there is no written constitution, it may be determined with reference to other considerations, such as the nature of the association, its objects and its activities.'⁵

[33] The legal representative for the Red Flag Association relying on the judgment in *Total Namibia (Pty) Ltd v OBM Engineering and Petroleum Distributors CC*⁶ supports the judgment *a quo* pointing out that the court *a quo* did consider the relevant context in the interpretation of the constitution.

[34] A voluntary association is founded on the basis of mutual agreement and hence when its constitution is reduced to writing one is dealing with a contract between the members of such association which must be dealt with in accordance with the principles relating to the interpretation of contracts.⁷ The cases referred to by the legal representative of the Royal Red Flag Association simply illustrate what aids

³ *Morrison v Standard Building Society* 1932 AD 229 at 238.

⁴ *Confederation of Namibian Fishing Associations & others v Environmental Commissioner Teofilus Nghitila* 2021 (3) NR 817 (HC).

⁵ *Ex-TRTC United Workers Front & others v Premier, Eastern Cape Province* 2010 (2) SA 114 (ECB).

⁶ *Total Namibia (Pty) Ltd v OBM Engineering and Petroleum Distributors CC* 2015 (3) NR 733 (SC).

⁷ *Turner v Jockey Club of South Africa* 1974 (3) SA 633 (A) and *Wiljay Investments (Pty) Ltd v Body Corporate, Bryanston Crescent & another* 1984 (2) SA 722 (T) at 727.

can be invoked to interpret powers given in a constitution (written or unwritten) of a voluntary association.

[35] On the evidence in this matter, it is clear that the constitution of the Royal Red Flag Association was partly written and partly unwritten. In such scenario one cannot ignore the unwritten part and rely solely on the written part when considering the powers of the association.

[36] As pointed out above, the uncontested evidence is to the effect that the whole *raison d'être* for the creation of the Royal Red Flag Association was for it to acquire the property in question from the municipality. This in fact it did. A contract was entered into with the municipality by this association which collected funds to make up the balance of the contract price and in terms of the contract the property would be transferred to it. The written part of the constitution mainly contains aims and objectives which are aligned with those of the Regiment as pointed out above. But for the acquisition of the property there was no basis for its formation as the general cultural purposes identified in the written part of the constitution was already in the domain of the Regiment. The written part of the constitution simply reinforces the fact that the 'commando' would be used by the Regiment as a base for its activities.

[37] Furthermore, the Regiment has been in existence for over a century and there cannot be any doubt that its activities will continue for as long as there is an Otjiherero speaking community in Namibia. It is thus abundantly clear that it has an existence independent from its members. In fact none of its founding members can

still be alive. As it is clear that the property that had to be acquired would continue to be used by the Regiment, it also follows that the same would apply to the Royal Red Flag Association.

[38] In my view, it is quite clear from the unwritten provision of the constitution of the Royal Red Flag Association that it was indeed a *universitas* and was empowered to enter into the agreement to purchase the property from the municipality on 16 May 2000. This follows from the fact that this was the sole purpose for its creation. The only way the purpose could be fulfilled, seeing that it involved immovable property, was to enter into a written Deed of Sale with the municipality and to, pursuant to this deed, have the property transferred to it. The attack on its capacity to contract is indeed ironic as the Red Flag Association (on its version), as the re-organised Royal Red Flag Association, relied on this very contract as the one underpinning the eventual transfer to it. Be that as it may, the unwritten part of the constitution of the Royal Red Flag Association clearly authorised it to enter into the agreement with the municipality.

[39] As to the capacity of the Royal Red Flag Association to hold immovable property, the answer appears to me to be twofold. Firstly, I am satisfied that in the circumstances where the property would principally be available for use by the Regiment and taking cognisance of the fact that the aims and objectives as stated in the written part of the constitution was in broad terms aligned to those of the Regiment, then it is clear that the property would be held independently from the members and that the Royal Red Flag Association thus was a *universitas*. Secondly,

clause 23 of the agreement allowed for the situation where the Royal Red Flag Association could contract but not itself take transfer as it indicates a willingness to allow the association to convert into a registered Namibian entity such as a corporation not for gain which the association did prior to commencing the litigation and which is what the Red Flag Association did prior to taking transfer.

[40] It thus follows from the above that the Royal Red Flag Association in my view made out a case for its *locus standi*. It was a party to a contract for the purchase of the property from the municipality and despite such contract the property which was supposed to be transferred to it was transferred to the Red Flag Association. It thus has, on its version at least, also a legally recognised interest in respect of its claim for the property to be registered in its name.

[41] It follows that the court *a quo* should have dismissed the special plea based on the alleged lack of *locus standi* of the Royal Red Flag Association.

Condonation

[42] The appellant sought condonation for the non-compliance with rule 14(2) of this court in that its security was filed out of time. This came about because of a misunderstanding between the legal practitioners involved. An amount for security was initially agreed to but when this amount was forwarded to the legal representative of the first respondent the amount was not acceptable anymore and the registrar of this court had to be approached to set the security. This took up some time but once this was done the security was finalised.

[43] The legal representative for the first respondent quite properly did not take issue with the explanation rendered for the filing of the late security and his stance was simply and correctly that the application for condonation would succeed or fail depending on the prospects of success on the merits.

[44] As is evident from the judgment on the merits above, the appellant had good prospects of success on the merits and the condonation application will accordingly be granted.

[45] As far as the costs of the condonation application are concerned, it was an indulgence sought and it was not unreasonably opposed and as the focus was on the prospects of success which is also a relevant factor for the purposes of the appeal, no order as to costs should be granted in respect thereof.

Conclusion

[46] As the appeal succeeds in respect of the special plea in relation to the *locus standi* of the Royal Red Flag Association, the question that arises is what order should be made. This is so because from the record it appears that the question of *locus standi* was decided after the trial had been finalised and both parties had closed their cases. This meant that the matter had to be finalised based on the pleadings and the evidence given by the two witnesses called on behalf of the Royal Red Flag Association.

[47] Whereas counsel for the Royal Red Flag Association submitted that this court should deal with the merits as everything needed for this appeared from the record, he also indicated that a referral back to the court *a quo* to deal with the merits would be acceptable. Counsel for the Red Flag Association submitted that the matter should be referred back to the court *a quo* to deal with the merits as this has not yet been done and as questions of credibility may arise in that context it would also be appropriate to do that.

[48] As a rule, this court as the apex court sits as a court of appeal and it is not desirable that it should sit as a court of first and final instance without the benefit of input from the court *a quo*.⁸ I can see no compelling reason why this court should, in the circumstances of this matter, deviate from this general approach.

[49] In the circumstances the matter will be referred back to the court *a quo* to finalise it on the merits.

Costs

[50] As far as the question of costs is concerned this is a matter where the normal costs order is apposite in the sense that the costs must follow the result and I shall make such order.

Order

[51] In the result, I make the following order:

⁸ *Rally for Democracy and Progress & others v Electoral Commission of Namibia & others* 2010 (2) NR 487 (SC) para 75.

- (a) The condonation application for the non-compliance with rule 14(2) of the rules of this court is granted.
- (b) The appeal succeeds and the order of the court *a quo* is deleted and the following order is substituted for the deleted order:
- ‘The first defendant’s special plea of *locus standi* is dismissed with costs, such costs to include the costs of one instructing and one instructed legal practitioner.’
- (c) The matter is referred back to the court *a quo* to be finalised on the merits.
- (d) The costs on appeal are to be paid by the first respondent inclusive of the costs of one instructing and one instructed legal practitioner.

FRANK AJA

SHIVUTE CJ

MAINGA JA

APPEARANCES

APPELLANT:

P C I Barnard

Instructed by Palyeenime Incorporated

FIRST RESPONDENT:

P U Kauta

Of Dr Weder, Kauta & Hoveka Inc.