

SOUTH AFRICA / JUDGMENT

Strarfield-Ward and Others v Suluhisho Africa Proprietary Limited and Others (2024/104051) [2024] ZAGPJHC 989 (3 October 2024)

[2024] ZAGPJHC 989

COURT

South Gauteng High Court, Johannesburg

BEFORE

Matjele

CASE / FILE NUMBER

2024/104051

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REPUBLIC

OF SOUTH AFRICA

IN

THE HIGH COURT OF SOUTH AFRICA

GAUTENG

LOCAL DIVISION, JOHANNESBURG

CASE

NO: 2024-104051

(1)

REPORTABLE: NO

(2)

OF INTEREST TO OTHER JUDGES: NO

(3)

REVISED

DATE:

03 OCTOBER 2024

SIGNATURE:

In

the matter between:

ANTHONY
STRARFIELD-WARD
First
Applicant
LYNETTE
ELSA RATTOS
Second
Applicant
DARREN
SMITH
Third
Applicant
ROBERT
CHRISTOPHER GEORGE
Fourth
Applicant
and
SULUHISHO
AFRICA PROPRIETARY LIMITED
First
Respondent
RETHABILE
STEEL AND VANADIUM
INVESTMENT
PROPRIETARY LIMITED
Second
Respondent
SIFISO
ABEL MUSUNDWA
Third
Respondent
DR
MOLUPE HENDRIK TSOLO
Fourth
Respondent
LEHLOHONOLO
LAWRENCE KONYANA
Fifth
Respondent
ORIEL
GIFT SANDAMELA
Sixth
Respondent
ALLAN
EDWARD WENTZEL
Seventh
Respondent
THE
COMPANIES AND INTELLECTUAL
PROPERTY
COMMISSION

Eighth

Respondent

This

judgment was handed down electronically by circulation to the parties' legal representatives by e mail and publication on CaseLines. The date and time for hand-down is deemed to be 10h00 on 03 October 2024

JUDGMENT

Matjele, AJ

1. A joint venture agreement (JVA) was concluded between two companies, one registered in South Africa namely, Rethabile Steel And Vanadium Investment Proprietary Limited (second respondent) and another registered in Jersey, United Kingdom, called Amplico Resources Management Limited (Amplico). This JVA was housed in a company called Suluhisho Africa Proprietary Limited (first respondent), registered in South Africa in 2022. The purpose of this incorporated JVA was for holding of shares in certain investee companies that operate in the importation of liquid natural gas and the energy sector.
2. Anthony Starfield-Ward and Lynette Elsa Rattos, the first and second applicants, are directors of first respondent on behalf of Amplico. They together with the third and fourth applicants are directors of Amplico, and also allegedly its equal shareholders, who 'housed' their business interests in this entity. Their individual shares or beneficial interest in Amplico, and therefore in the first respondent, is questioned by first to sixth respondents who rely on Amplico's company secretary, Glen Q Nominees Ltd's letter dated 2nd December 2016. The seventh respondent is the chairperson of the first respondent. The eighth respondent has been added for their interest as the regulator of companies in South Africa. No order is sought against seventh and eighth respondents.
3. The applicants brought an application on the Friday, 13th September 2024. The matter was rolled over to Tuesday, 17th September 2024, when the ruling on urgency was made, followed by arguments on the merits of this application. The matter was then adjourned sine die, judgment reserved.

Urgency

4. As already indicated, on the 17th September 2024, I ruled that there was a case made on urgency. The reasons are as follows. In a nutshell the respondents argue that the applicants have delayed in instituting the proceedings. They aver that the applicants have known of the intention to remove them for some time. It is then argued that as a result thereof they created their own urgency. Nothing was said regarding whether the applicants were to have substantial redress in future.
5. Rule 6(12) of the Uniform Rules regulates urgent applications. To the extent relevant, it provides:
 - 5.1. ‘(a) In urgent applications the court or a judge may dispense with the forms and service provided for in these rules and may dispose of such matter at such time and place and in such manner and in accordance with such procedure (which shall as far as practicable be in terms of these rules) as to it seems meet.
 - 5.2.
 - (b) In every affidavit or petition filed in support of any application under paragraph (a) of this sub-rule, the applicant shall set forth explicitly the circumstances which he avers render the matter urgent and the reasons why he claims that he could not be afforded substantial redress at a hearing in due course.’
6. The applicants therefore have to explicitly set out the circumstances which they aver render the matter urgent. They must make out a case justifying the particular departure from the day and time periods.[1] More importantly, it is trite that the applicants must state the reasons why they claim that they cannot be afforded substantial redress at a hearing in due course.[2] The question of whether a matter is sufficiently urgent to be enrolled and heard as an urgent application is underpinned by the issue of absence of substantial redress in an application in due course.
7. In casu, the envisaged meeting of the first respondent in the absence of the applicants has far-reaching consequences, as even the so-called ‘independent reviewer’ whose decision is final, would have been appointed by one shareholder, second respondent, which renders him or her as potentially biased. The applicants fear they may not get the true value of Amplico’s shares which they estimate at about R36 million and loans to first respondent to the value of R4,5 million, among others. Based on that and the fact that if that meeting continues, as planned and purposed, Amplico or its shareholders, will not have substantial redress in due course. The rules allow the court to come to the assistance of such litigants.
8. The requirement of ‘absence of substantial redress’ is not equivalent to the ‘irreparable harm’ that is required before the granting of an interim relief. It is a lesser requirement, in that though he may obtain redress in an application in due course, but that redress may not be substantial. In this case, once the shareholders meeting is held and it takes resolutions, and such are implemented, recourse from a subsequent legal process may be of less assistance to the applicants who would not be in a position to protect their prima facie

interests when no longer in the board of directors.

9. Applicants also have a duty to explain the reasons for any delay. The reasons for the delay averred by the first to sixth respondents in bringing the application urgently were explained by applicants, as follows. Firstly, on 1 September 2024, when respondents held a meeting which fell on a Sunday and two other days fell on a weekend between 1 September and 11 September, the latter being the date this application was launched. Secondly, the inevitable logistical difficulties of coordinating four parties who in different jurisdictions in order to obtain consensus. Thirdly, three of the applicants travelling to remote locations between 2 and 9 September 2024 with limited access to the internet, but still availing themselves in the circumstances. Fourthly, the receipt of a notice on 7 September stating that the meeting would be held on 18 September 2024 and presumably no longer on 14 September 2024. I find the explanation plausible, in the circumstances.

10. Even if there was delay, if the applicants cannot be afforded substantial redress at a hearing in due course, that on its own is sufficient to prove urgency.[3] In the circumstances, I am satisfied that the matter is sufficiently urgent to be enrolled and heard as an urgent application.

Interim Interdict

11. An interim interdict is a provisional order preserving or restoring the status quo pending the determination of rights of the parties. It is a remedy of a summary and extraordinary nature allowed in in cases where a person requires protection against unlawful or threatened interference with one's rights. Of great significance is that an interim interdict does not involve a final

determination

of these rights, nor does it affect their final

determination.

Factual Matrix

12. From the arguments of both counsel and affidavits it is clear that the net asset value of first respondent is eighty-two million, four hundred and eighty thousand Rands (R 82,480,000), which places the applicants' beneficial interest at thirty-eight million, six hundred and eighty-three thousand, one hundred and twenty Rands (R 38,683,120). The underlying assets of first respondent, among others, a fifty-one percent (51.55%) interest in Volco Power (Pty) Ltd valued at one hundred and sixty million Rands (R160,000,000). The said Volco Power is presently in the process of obtaining two hundred and ten million Rands (R 210,000,000) investment from South African Energy Fund.

13. It is not in dispute that to-date Amplico has advanced loans, among others, to the first respondent to the tune of four million five hundred and seventy-four thousand and twenty Rands (R 4,574,020).
14. It is a fact that Amplico, incorporated in Jersey, in terms of the Companies (Jersey) Law 1991, has been deregistered since the 28 March 2024, even though the applicants indicate they only knew in July 2024, and such knowledge brought to the attention of the first respondent on the 2nd August 2024. Technically, this shareholder of the first respondent does not exist at the moment. The applicants allege that its deregistration was not deliberate, and they are in the process of reinstating its incorporation, and have presented correspondence between them and the company registry in Jersey, dated 6 August 2024.
15. From the founding affidavit there is a somewhat different picture that is painted regarding this dissolution, other than it being a mistake. Amplico's company secretary, Private Wealth and Family office (Glen Q) is the one that attended to its dissolution, clearly under the impression that a pending deal with African Earth Investment Group (AEIG) PCC cell company registered in Mauritius had been implemented. The deal involved, among others, transferring Amplico's shares in the first respondent (Suluhisho) to AEIG, in which all four applicants would together with one Dr. Voster would be directors. In fact, they were already temporarily acting as directors in the said entity pending the finalization of the deal. It would seem registration in Jersey, United Kingdom, was no longer necessary for them had the deal went through. This was a strategic move, among others, for tax purposes. There is also a recorded dispute between the third applicant and Glen Q prior to the dissolution.
16. Glen Q deregistered Amplico under the provisions of articles 145-150 of the Companies (Jersey) Law, 1991, under the heading: 'summary winding-up'.
17. The dispute has been triggered by this dissolution of Amplico, which led to the 2nd to 6th Respondents' intention to invoke clause 14.3.1 of the Memorandum of Incorporation (MOI) the 1st respondent, which reads as follows:

"In the event of a Shareholder being sequestrated or liquidated or placed under judicial management, whether provisionally or finally, voluntarily or compulsory, such Shareholder shall be deemed to have offered all or part of its shares and loan account claims against the Company to the remaining Shareholders pro rata at the fair valuations thereof as determined by an Independent Reviewer for the time being of the Company, acting as an

expert and not as an arbitrator, whose decision shall be final and binding on the deemed Offeror and on the Offerees on the following

terms and conditions..." [my emphasis]

18. The effect of this MOI clause, if invoked successfully, means Amplico loses its shares, loans and interests in the first respondent, to the second respondent. And an independent reviewer will then be appointed by first respondent to determine the fair valuation of such shares, loans and other interests. Based on that determination the “defaulting shareholder” is compensated accordingly, in terms of the final deemed offer determined by the said reviewer.
19. The applicants argue that this clause does not apply to the present circumstances, or put differently, dissolution does not constitute liquidation, sequestration or judicial management (or present-day equivalent: business rescue), of the company.
20. The provisions of articles 145 to 150 of the Companies (Jersey) Law, 1991, therefore needs gleaning into, to determine if they fall within what clause 14.3.1 of MOI of 1st Respondent anticipated, or not.
21. These articles, under chapter 2 of the said law deal with ‘summary winding up’ of a company that:
 - “(a) has no liabilities;
 - (b) has liabilities that have already fallen due or that fall due within 6 months after the commencement of the winding up, that it will be able to discharge in full within 6 months of the commencement of the winding up;
 - (c) has liabilities that will arise more than 6 months after the commencement of the winding up that it will be able to discharge in full as they fall due; or
 - (d) has a combination of the liabilities mentioned in sub-paragraph (b) and (c).”[4]
22. Though on face value it would seem to fall under the three categories in clause 14.3.1, namely “being sequestrated or liquidated or placed under judicial management, whether provisionally or finally, voluntarily or compulsory”, what is glaringly common with all scenarios in article 145 to 150 is that the company is able to settle its liabilities, or has none.
23. In the circumstances, without burdening this judgment with detail, article 150 explains how the dissolution happens in respect of the above scenarios. For instance, if there are no liabilities and assets the company is summarily dissolved, and if there are assets and no liabilities, such assets will be distributed among its members per memorandum of articles, and the company be dissolved. The company is dissolved on the registration of that statement by directors of the company stating that each director or the liquidator, has made full enquiry into the company's affairs, and is satisfied that the company has no assets and nor liabilities.[5]
24. Using the restrictive interpretation principle of ‘eiusdem generis’ (of the same kind), which postulates that association can only be applied to things of a definite genus or category. This genus refers to ‘common quality’ or ‘common denominator’.[6] When I read clause 14.3.1, it is referring to situations of financial distress, in its purposive and contextual interpretation.

It is not a scenario where the company is in trouble with its creditors or has liabilities it is unable to manage, essentially facing bankruptcy that may spill over to the business of first respondent. It cannot be interpreted to include the dissolution contemplated by the Jersey law above. I am not convinced that they are of the same genus. In any event that's for the next forum to decide.

25. The applicants instead want to invoke Clause 7.1 of the JVA, which provides for dispute resolution via arbitration in the event of any dispute or difference arising between the parties to the joint venture concerning their respective entitlements and obligations in terms of the first respondent and the JVA.
26. The applicants seek an interim interdict prohibiting and restraining the first to sixth respondents, from 1) holding of a shareholders' meeting of the first respondent for the purpose of removing the first and second applicants as directors of first respondent; 2) implementing any forced sale of the applicants' interest in the first Respondent, pending the outcome of arbitration;
 - 3) conducting themselves in a manner which portrays second respondent, as its sole shareholder; and the first and second respondents be ordered, within 14 days of grant of this order, to submit their dispute to arbitration.
27. I will now deal with the legal requirements for an interim interdict. The legal requirements for interim interdicts stated in the age-old decision of Innes CJ in *Setlogelo vs Setlogelo*[7] remain relevant even today, having been confirmed as such by the Constitutional Court in *National Treasury & Others v Opposition to Urban Tolling Alliance*[8]. These requirements are to be applied in a way that promotes the objects, spirit and purport of the Constitution, thus cognisant of the normative scheme and democratic principles underpinning the Constitution.
28. These legal requirements for an interim interdict are:[9]
 - 28.1. a 'prima facie' right even if it is open to some doubt;
 - 28.2. a reasonable apprehension of irreparable and imminent harm to the right if the interdict is not granted;
 - 28.3. the applicant must have no other available remedy; and
 - 28.4. the balance of convenience must favour the granting of the interdict.

Prima facie right

29. The right can be prima facie established even if it is open to some doubt. The proper approach is to consider the facts as set out by the applicant together with any facts set out by the respondent which the applicant cannot dispute, and to decide whether, with regard to the inherent probabilities and the ultimate onus, the applicant should on those facts obtain final relief at the trial or whatever dispute resolution forum. The facts set up in

contradiction by the respondent should then be considered, and if they throw serious doubt on the applicant's case he cannot succeed. In essence, the application is to be decided on the applicant's version unless the respondent raises facts that throw serious doubt on the applicant's case.[10]

30. In this case, the applicants argue that as shareholders of the dissolved Amplico, whose reinstatement is underway, they are its beneficial owners of the 46,5% stake in the first respondent. The first to sixth respondents argue that removal of first and second applicants from directorship can be done without explanation, as they are there at the behest of shareholders and not directors in perpetuity, and accordingly there is no right to protect. Secondly, they argue that applicants have not proven their beneficial interest in Amplico contrary to Glen Q Nominees Ltd's letter of 2nd December 2016 indicating that applicants among others hold shares in another entity called Seluous Capital Ltd, with no explanation how that company relates with Amplico.
31. It is my view that what the respondents are seeking is the establishment of a clear right,[11] which is not a requirement for the purposes of this application, but a final interdict. The fact that loans were advanced to first respondent by Amplico through the applicants, and that the first and second applicant are in its board, nominated by the said Amplico, their allegations that all four applicants each hold 25% of Amplico's shares is proof enough of a 'prima facie', even if open to doubt it is sufficient.

Irreparable and imminent harm.

32. There must be a reasonable apprehension that the continuance of the alleged wrong will cause irreparable harm to the applicant. This is an objective test and may be phrased as follows: 'whether a reasonable person, confronted by the facts, would apprehend the probability of harm.' Where the applicant brings a vindictory or quasi-vindictory interdict, then the harm is presumed until proven otherwise.[12]
33. The Constitutional Court in *Trinity Asset Management (Pty) Ltd v Grindstone Investments 132 (Pty) Ltd*[13] stated that:

'When the facts are unclear, the interdicting court must weigh prospects, probabilities and harm. But when the respondent, who is sought to be interdicted, has a killer law point, it is just and sensible for the court to decide that point there and then. The court is in effect ruling that, whatever the apprehension of harm and the factual rights and wrongs of the parties' dispute, an interdict can never be granted because the applicant can never found an entitlement to it.'

34. The applicants argue that the intended shareholders meeting, originally set on the 14th or 18th September 2024, may set in motion a sequence of events prejudicial to the applicants in respect of their invested four million five hundred and seventy-four thousand and twenty Rands (R 4,574,020) in loans, their two years of 'sweat equity' and shares in first respondent. They fear that reviewer to be appointed by first respondent in the absence of first and second applicants may not be

independent and fair to them in evaluation of their interests. This is besides not agreeing that clause 14.3.1 of MOI has been triggered.

35. The respondents argue that there is no imminent harm as the reviewer in terms of clause 14.3.1 is independent, namely: PSG due to be appointed as such by them per correspondence, failing agreement, SAICA to appoint one to give effect to the deeming provision. Also, their emphasis is that the applicants have no locus standi since Amplico, the other shareholder with the second respondent does not exist anymore. They also have to prove their beneficial interest in Amplico before they can be entertained.
36. My view in respect of this requirement is that there is imminent harm that decisions taken in the absence of the first and second applicants as directors have potential of being harmful. Two meetings called by the seventh respondent as the chairperson of first respondent, with the intention of helping the shareholders finding each other were honoured by the second to sixth respondents. Instead, they called their own meetings held over weekends, where they appointed third respondent (Musundwa) to chair the said meetings, to the exclusion of the seventh respondent (Wentzel), a non-executive director and chairperson of first respondent. There is nowhere in the papers they question the competency of these applicants and the seventh respondent, nor make allegations of any misconduct on their behalf. It appears to this court that the only reason they are hurrying to invoke the deeming provision is due to the dissolution of Amplico, which does not even fall within any of the categories in clause 14.3.1 of MOI, as stated above.
37. Also, from the previous meetings of first respondent it is clear that the dissolution of Amplico after its shares within the first respondent are transferred to a Mauritian Cell company called AEIG had always been on the cards, and part of the discussions. It is upon the AEIG transaction deal with Amplico failing, that the applicants also realise their company secretary in UK has already deregistered Amplico. This also was communicated, and so is the intended voiding of this deregistration. The 'bona fides' of the respondents' actions are therefore questionable. There is possible irreparable and imminent harm if the respondents are allowed to proceed with their intended shareholders meeting.

No other available remedy.

38. This is linked to the irreparable harm element above. Here the Court must carefully use its discretion in order to decide whether the interim interdict needs to be granted. Where the injury envisaged will be irreparable if allowed to continue, an interdict will be the only remedy. On the other hand, if there is some other satisfactory remedy it follows that the injury cannot be described as irreparable.[14]
39. The respondents have argued that the applicants if the applicants are not satisfied with the outcome of the valuation by an independent valuer, they can still institute a claim for damages for compensation for any loss they may have suffered. This is questionable in light of the fact that clause 14.3 is clear that such decision is final. In respect of removal as directors, respondents argue that first and second applicant can have recourse in terms of

section 71(9) of the Companies Act 71 of 2008 which refers to a director still having a right in terms of common law or otherwise for damages as a result of loss of office, or suffering any loss as a result of loss of any other office as a result of being removed as a director.

40. The applicants argue that there is no alternative recourse, other than approaching the court, as all other efforts via correspondence and between the attorneys have failed to bring about a solution. They state that after communication, the respondents do the opposite, hence meetings of the 1st and 7th September 2024, one of which Dr. Tsolo (the fourth respondent) acknowledged its irregularity and unlawfulness, thereby retracting the resolutions taken therein, but then setting another identical shareholders' meeting inviting the applicants, who feel that as a minority shareholder they were not going to be heard, but overruled and outvoted by respondents who are determined to

trigger clause 14.3 of MOI.

Balance of Convenience

41. In deciding the balance of convenience, the consideration was set out as follows:[15] 'The court must weigh the prejudice the applicant will suffer if the interim interdict is not granted against the prejudice the respondent will suffer if it is ...'
42. In *Transvaal Property & Investment Co Ltd and Reinhold & Co v SA Townships Mining & Finance Corp Ltd and The Administrator*[16]:

'No doubt the remedy by way of interdict has been said to be unusual, . . . it is also described as discretionary. . . . It seems to me, however, that, apart from cases of interim interdicts, where considerations of prejudice and convenience are of importance, the question of discretion is bound up with the question whether the rights of the party complaining can be protected "by any other ordinary remedy".'[my emphasis]

43. Both the MOI of the first respondent and JVA seem valid and binding upon the parties. Applying the above, I am of the view that the applicants stand to suffer prejudice were the court not grant the interdict, as compared with the respondents, were the interdict to be granted. The route taking the matter to arbitration in terms of JVA would not be prejudicial to the respondents. Their desired implementation of clause 14.3 of MOI can still be raised in that forum. And I also do not see them suffering any prejudice with

first and second applicants continuing as directors of first respondent pending the outcome of such arbitration.

44. From the argument of the respondents' counsel, they are directors of first respondent and thereby owing their fealty and fiduciary duty to it, as they have been in the past while Amplico existed. Indeed, no misconduct, incompetency or delinquency allegations have been raised against them. The balance of convenience favours the status quo remaining pending determination of all relevant issues at arbitration in terms of the JVA.

45. In this case, the applicants have satisfied the requirements for the granting of an interim relief. I do not have a discretion but to grant the relief that they seek.
46. The relief sought is directed mainly against the second to sixth respondents. It would be unfair to saddle the first respondent with the costs of the application. The second respondents should pay those costs.

Order

47. In the result I make the following order, that:
 1. The rules relating to forms, service, notice and time periods are dispensed with and this application is heard as an urgent application as provided for in Rule 6(12) of the Uniform Rules of Court.
 2. Pending the outcome of the dispute resolution process referred to in paragraph 3 below, the first to sixth respondents are interdicted and restrained from:
 - 2.1. convening a shareholders meeting of the first respondent for the purpose of removing the first and second applicants together with the current chairperson, the seventh respondent, as directors of the first respondent.
 - 2.2. Taking action designed to cause the removal of the first and second applicants together with the current Chairperson (seventh respondent) as directors of the first respondent.
 - 2.3. implementing or processing any forced sale of the applicants' interest in the first respondent.
 - 2.4. Taking any steps or action or conducting themselves in a manner which portrays the second respondent as a sole shareholder of the first respondent.
 3. The applicants and the first and second respondents are ordered, within 14 days of granting of this order, to submit their dispute to arbitration in accordance with the provisions of clause 7 of the Joint Venture Agreement entered into between Amplico Resource Management Limited and the second respondent in December 2022.
 4. The Second Respondent is directed to pay the costs of this application, including costs of two counsel on scale B.

LMA MATJELE

ACTING JUDGE OF THE HIGH COURT

JOHANNESBURG

For the Applicants L Siyo & M Nchabeleng instructed by Stuart Hodgkinson Attorneys For the First and Second Respondents N Stein instructed by Tinley Incorporated Attorneys Date of Hearing: 17 September 2024 Date of Judgment: 03 October 2024

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- [1] Luna Meubel Vervaardigers (Edms) Bpk v Makin 1977 (4) SA 135 (W); IL&B Marcow Caterers (Pty) Ltd v Greatermans SA; Aroma Inn (Pty) Ltd v Hypermarkets (Pty) Ltd 1981 (4) SA 108 (C) at 113E–114B.
- [2] East Rock Trading 7 (Pty) Ltd And Another V Eagle Valley Granite (Pty) Ltd And Others (11/33767) [2011] ZAGPJHC 196 (23 September 2011).
- [3] East Rock Trading 7 (Pty) Ltd And Another V Eagle Valley Granite (Pty) Ltd And Others (11/33767) [2011] ZAGPJHC 196 (23 September 2011); Rule 6(12) Uniform rules.
- [4] Article 145 of Companies (Jersey) Law, 1991.
- [5] Article 145 of Companies (Jersey) Law, 1991.
- [6] Article 145 of Companies (Jersey) Law, 1991.
- [7] Setlogelo v Setlogelo 1914 AD 221.
- [8] 2012
- (6) SA 223 (CC) or 2012 (11) BCLR 1148 (CC) paras 45-47.
- [9] Setlogelo v Setlogelo 1914 AD 221; National Treasury & others v Opposition to Urban Tolling Alliance 2012
- (6) SA 223 (CC); 2012 (11) BCLR 1148 (CC) para 41; The Director-General, Department of Home Affairs and another v Islam and others [2018] ZASCA 48 para 14.
- [10] D Harms Civil Procedure in the Superior Courts (June 2019 – Service Issue 65) para A5.8; DE van Loggerenberg & E Bertelsmann Erasmus: Superior Courts Practice (2019 – Revision Service 9) at D6-17 – D6-19.
- [11] Masstores (Pty) Ltd v Pick ‘n Pay Retailers (Pty) Ltd [2016] ZACC 42, 2017 (1) SA 613 (CC); 2017 BCLR 152 (CC) PARA 79.
- [12] Masstores (Pty) Ltd v Pick ‘n Pay Retailers (Pty) Ltd [2016] ZACC 42, 2017 (1) SA 613 (CC); 2017 BCLR 152 (CC) PARA 79.
- [13] Masstores (Pty) Ltd v Pick ‘n Pay Retailers (Pty) Ltd [2016] ZACC 42, 2017 (1) SA 613 (CC); 2017 BCLR 152 (CC) PARA 79.
- [14] DE van Loggerenberg & E Bertelsmann Erasmus: Superior Courts Practice (2019 – Revision Service 9) at D6-21 – D6-22. See also D Harms Civil Procedure in the Superior Courts (June 2019 – Service Issue 65) para A5.11.
- [15] D Harms Civil Procedure in the Superior Courts (June 2019 – Service Issue 65) para A5.10. See also DE van Loggerenberg & E Bertelsmann Erasmus: Superior Courts Practice (2019 – Revision Service 9) at D6-20 – D6-21
- [16] 1938 TPD 512 at 521.

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