



IN THE HIGH COURT OF SWAZILAND

JUDGMENT

Case No. 749/2013

In the matter between:

PHINDILE DLAMINI

Applicant

And

MATHOKOZA SIBIYA N.O

1st Respondent

MASTER OF THE HIGH COURT

2nd Respondent

THE ATTORNEY GENERAL

3rd Respondent

LILLY MASILELA

4rd Respondent

Neutral citation: *Phindile Dlamini v Mathokoza Sibiyi N.O and 2 Others (749/2013)*
[2017] SZHC 196 (31st October 2017)

Coram: **M. Dlamini J.**

Heard: **26th September 2017**

Delivered: **31st October 2017**

Civil law - contract – partnership agreement – each party contributing something – property as collateral to a loan – sufficient merx for purposes of forming a partnership –

initials and signatures in written partnership agreement not challenged – different font on one page insufficient to render agreement void – conduct of parties assessed – consistent with partnership agreement.

Summary: Applicant seeks for an order compelling the first respondent who is an executor to account for all monies generated from a partnership business between applicant and the late Luke Bhekinkhosi Masilela (deceased). She also prays for an interdict against the first respondent from distributing the assets of the deceased.

Application proceedings

[1] The applicant cites the first respondent as an executor for her prayers. Lilly Masilela who identifies herself as “*an adult Swazi widow of Bethany area*” has deposed to the answering affidavit. She sets out the entire averments and prays that the applicant’s prayers be dismissed.

[2] The first respondent has opted to file a supporting affidavit which reads:¹

“I have read the Answering Affidavit of Lilly Masilela (born Ndwandwe) and I confirm all what is stated herein in so far as it relates to me.”

[3] However, a close reading of the answering affidavit reveals that there were no averments by Lilly Masilela (deponent) which refers to the first respondent. Obviously, the answering affidavit has been hastily drafted. There is further no application to join Lilly Masilela in this matter as respondent. The applicant has not taken up any objection to these glaring irregularities. Applicant has allowed Lilly Masilela to be the main

¹ see page 30 para 2 of the book of pleadings

respondent in this matter. For these reasons, I will consider Lilly Masilela as respondent and join her as fourth respondent. I shall consider the first respondent as having taken the view that he will abide by the court's decision.

The Pleadings

Applicant's case

- [4] In support of her prayers, the applicant has deposed that on 10th November 2010 she concluded a partnership agreement with Luke Masilela (deceased). The terms of the partnership agreement was that they would jointly share profits for a partnership business named Ever rite Bus Service. This was a transport business and it had a number of buses operating under it. Upon the death of Luke Masilela the first respondent was appointed executor. She instructed her attorney to demand her share following the partnership agreement. However, the first respondent did not respond to her demand. She then prayed that the first respondent be ordered to account for the income generated by the partnership business and that he be restrained from distributing the deceased's estate pending the outcome of this matter.

The Defence

- [5] The fourth respondent ferociously opposed the applicant's prayers. She asserted that when she applied for a loan from FINCORP, she needed security. Following that she did not have any security, she approached the applicant who provided her immovable property as security for the FINCORP loan. Applicant agreed but pointed out that property had accumulated arrear rates of E23 000. She did give applicant the arrear rates

amount and the sum of E4 200 for valuation of the property. She also asserted:

“After the bus had been acquired and before it started operating, the Applicant needed assurance that I will service the loan from FINCORP and not expose her property to execution. It was then agreed between me and the Applicant that Applicant would take the daily collections to repay the monthly installments and deposit the balance in her personal account thereafter the bus started operating. The bus that I purchased and that was operational is the one listed in paragraph 8(ii) of Applicant’s Founding Affidavit.”

[6] However, Applicant thereafter started taking the money to pay for her child’s school fees, saying that she will repay it. She did not. Applicant wanted control of the business and refused that the deceased and herself take it. They then approached FINCORP to mediate upon this dispute. She however agreed that applicant continue taking the daily collections.

[7] Fourth respondent discovered again that applicant was misappropriating money. She then stopped applicant from collecting the money. She repaid the FINCORP loan every month and also gave applicant E1000. She was able to secure another loan and purchased a second bus. Applicant’s property was released on April 2012. Fourth respondent stopped paying applicant the sum of E1000 when she released her immovable property.

[8] The deceased never entered into a partnership agreement because she never applied for a loan with FINCORP. Deceased was only the holder of the bus permits which were used by the two buses to operate.

Viva voce evidence

- [9] Following the serious dispute of fact, the court referred the matter to oral evidence. The Plaintiff, Phindile Philimona Dlamini gave evidence under oath. She stated that following that her aunt married a Masilela, she developed a friendly relationship with the deceased and his wife, fourth respondent.
- [10] In 2010 while in Manzini City, she met fourth respondent who advised her that she was together with the deceased looking for motor vehicle to convey them to Timbutini area where they would borrow money to be deposited as security at FINCORP as they needed a loan to finance the purchase of a bus. Having gone their separate ways they met after some days. Fourth respondent narrated to her that the person at Timbutini declined to lend them the money. She then suggested that they should try and use her immovable property. FINCORP did accept her plot. The plot was owing rates and it also needed a valuation report. Fourth respondent decided to borrow money from various people in order to clear the rates and pay for the valuation report. Eventually the loan was given to them. It was in deceased's name. She used her property to secure it at FINCORP. The deceased provided a permit. They then entered into a partnership agreement. It was reduced into writing. She handed it to court and was marked as exhibit A.
- [11] It was agreed that she would manage the business. She did as she collected the daily takings. They did try to open an account in the name of the partnership business but failed as the banks wanted a number of documents which they did not have. She complained that she could not keep the money at home. Fourth respondent suggested that they use her son's bank account to deposit the daily takings. She did make deposits for a few days and the

sum deposited was E20 000. She then suggested that she use her personal account to deposit the money. They all agreed. One day as time progressed, deceased and fourth respondent came to her house in a bad mood. They could not express themselves because she was with her aunt. They left. She later called deceased who explained to her that fourth respondent wanted to collect the daily takings.

[12] Applicant testified that twice she waited for the bus in order to make collection but the bus never turned up. She later learnt that fourth respondent had collected the proceeds. This restrained the relationship between her and fourth respondent. As time progressed, she learnt from the bus conductor that both deceased and fourth respondent would collect money. She became worried because this meant that the loan at FNCORP would no longer be serviced accordingly. She warned fourth respondent that she would report their unbecoming conduct at FINCORP. However, this did not deter them.

[13] They eventually met with FINCORP. Mr. Titus from FINCORP attended to them. They were, at the end, directed by Mr. Titus that applicant should continue collecting the daily takings and an account in the name of the business be opened. Thereafter things went well.

[14] On about 7th or 8th May 2011, deceased advised her that FINCORP had summoned them to a meeting. They all went to FINCORP. It was clear in the meeting that deceased and fourth respondent had arranged for the meeting and not FINCORP. They accused her of misappropriating the collections. Mr. Titus inspected the books and found no fault. He ruled that she continue collecting the daily takings.

[15] Applicant testified that the reason deceased and fourth respondent accused her of misappropriation was because she had stated that as she was moving up and down collecting money from the bus, she needed to be reimbursed with a sum of E1 000 as allowance. She did take such money thereafter and entered it in the books of accounts.

[16] She later learned from the bus conductor that deceased had taken the sum of E100 to go and open a bank account. Fourth respondent would request for money from her. All the money she had deposited into her account was eventually withdrawn at the instance of fourth respondent. In May, fourth respondent called her and instructed her to stop collecting the money. She obliged but demanded to see a statement from FINCORP. They did give her the statement and a sum of E1 000 every month. In January 2012 upon perusal of the statement she realized that the monthly installments had increased. FINCORP had provided them with another loan without her approval following that her property was still used as security.

[17] She went to FINCORP and confronted Mr. Titus. Mr. Titus left her in the office without any response on how he could have allowed deceased to encumber her property without her consent. She however, received a call from FINCORP undertaking to reverse the loan.

[18] She did report the matter to the police before approaching FINCORP. She learnt from deceased that the police were all over investigating about her property with FINCORP. She later received a statement reflecting that the bond over her property had been cancelled. She last received the E1 000 from deceased and fourth respondent in May 2012. On 2nd May she met up with deceased and demanded to know why she did not receive her E1 000 and why the bond was cancelled without notice and her consent.

[19] Deceased advised that she speaks with fourth respondent. She refused. Deceased died shortly thereafter. After the death of deceased, the bus continued to operate up to date. It has been repainted. The second bus operated until the death of deceased. Her cross examination was lengthy. I shall refer to it later. Applicant closed her case.

[20] The fourth respondent took the witness stand and testified under oath. She pointed out that she operated a transport business whose route was Manzini – Nhlambeni. She described herself as wife of deceased, Luke Masilela who was operating an Everite bus from Manzini to Nhlambeni. She testified that one day while she had paid her husband a visit, she decided to view the financial records of Everite Bus Service. She noted that there was a high turnover but was depleted by the bus itself as it was old. She advised her husband that he should get a new bus. She then spoke to her colleagues who were teachers on securing finance in order to purchase a new bus. She decided to approach FINCORP.

[21] At first, FINCORP was unwilling to finance her, citing that transport business was problematic. She however insisted. They enquired if she had money at the bank. At that time she did not have any money at the bank and her net income was very low. She left dejected. She however returned and produced the financial books for Everite Bus Service. They inspected them and advised that she should obtain property as collateral.

[22] She went about in search of a person with immovable property who would assist her obtain the finance from FINCORP. She met up with Phindile Dlamini (Ms Phindile), that is, applicant who is also PW1 in Manzini City. She invited her to Kentucky Fried Chicken. She narrated her predicament on the collateral. PW1 undertook to provide her property as security. Ms Phindile also informed her that the property was in arrears in terms of rates.

Ms Phindile wanted to know how her property would be secured as the deceased was known to be a bad payer. She advised Ms Phindile that she should collect the daily taking of the bus. Ms Phindile asked how she would pay back the rate arrears once Mrs. Masilela had cleared it. She advised her that would be a thank you token from her for encumbering her property. Ms Phindile further asked as to what would be her reward following that her title deed would be taken away. She pointed out that she would give her E1000 every month.

[23] The following day, after Ms Phindile had ascertained the arrear rentals, they both proceeded to FINCORP. They were advised to clear the rates arrears and obtain a valuation report. They also told them to obtain a quotation for the bus. They proceeded to valuers and also paid the arrear rentals. She did enquire on the quotation for buses. She was subsequently accompanied by (deceased) Mr. Masilela to Johannesburg and other various places in search for the bus. Eventually they spotted a bus which was nineteen years old.

[24] On their return to FINCORP with a quotation for the nineteen year old bus, FINCORP rejected it and insisted on a five year old bus. After some few weeks, she received a call from FINCORP enquiring whether the nineteen years old bus was still available as FINCORP was willing to finance it for the sum of E360 000. She confirmed that it was available. A representative from FINCORP and the deceased travelled to Mildrand, South Africa to inspect the bus. They returned and the bus was purchased. It was collected from South Africa by the deceased.

- [25] The bus commenced operation in January 2011. She taught Ms Phindile how to record the takings in the books. Ms Phindile enquired where she will bank the money. She agreed that she could bank it in her (Ms Phindile's) personal account.
- [26] In January 2011 she told Ms Phindile to go to FINCORP and pay. Ms Phindile later called her saying FINCORP was saying that they were in arrears and that they should pay daily. She agreed to the daily payments but lamented the debt from her colleagues which was as a result of valuation report and arrear rate which ought to be settled.
- [27] One day she decided to audit the business. She discovered a short fall. She enquired from Ms Phindile who confessed that she had taken a sum of E3 000 to pay for her child's school fees. Ms Phindile apologized and asked that the monthly sum of E1 000 be withheld as payment for the E3 000. She stopped her from collecting the money. She (Ms Phindile) reported her to FINCORP.
- [28] They engaged in a meeting with FINCORP where it was resolved that Ms Phindile should continue collecting the daily takings of the bus. She agreed to this arrangement well knowing that Ms Phindile would again misappropriate the money. This angered the deceased.
- [29] Ms Phindile collected the money from Saturday until Monday. On Tuesday one of the creditors needed some money and she called Ms Phindile and asked as to how much she had. She gave her an unsatisfactory figure. She asked where the money was. She said that she had paid FINCORP and tithes. She told her that she had directed that she would pay the tithes. She then instructed the bus conductor not to hand over the daily collections to Ms

Phindile. She also advised Ms Phindile not to collect the money and that she would continue giving her the E1 000 every month.

[30] In 2012 she sourced a second loan from FINCORP and purchased another bus. As Ms Phindile was receiving the statements from FINCORP, she realised that the installment had increased. She enquired from deceased why her property was used to finance the second bus. Deceased advised her that she (Mrs. Masilela) was surety for the second bus. She had used her gratuity to secure the loan. Ms Phindile was not satisfied. She confronted FINCORP who did a reversal. Ms Phindile also reported the matter to the police. In June 2012, she did not give Ms Phindile the sum of E1 000 following that her property was released by FINCORP as security. In mid July her husband (deceased) passed on.

[31] The deceased had a number of vehicles registered in his name yet belonging to other individuals. She decided to report the matter to the Master of the High Court. At the next of kin's meeting, it was resolved that the owners of the motor vehicles should take them. She received a call after a week of the next of kin meeting where the Master advised her that Ms Phindile had produced a partnership agreement and was claiming proceeds of the Everite bus. She went to the Master's office and asked for a copy. She inspected it and realized that it had different fonts. She concluded that it was a forged document. She went to the fraud department. She then went to her lawyer to give the document. She disputed that the deceased concluded the partnership agreement on basis that if it were so, the deceased would have told her and it would also be in her house.

[32] Like Ms Phindile, she was cross-examined at length. I will refer to her cross examination later.

[33] The next witness on behalf of Mrs. Masilela was Mfanufikile Titus Dlamini (Mr. Titus Dlamini). His evidence on oath was brief. He identified himself as an employee of FINCORP. He attended to Mrs. Masilela who was applying for a loan. She did not have a permit but her husband did. They explained to her that they could only grant the permit holder. She did come with her husband. They asked for a policy investment or a property. They did not have any. They asked to go and make means. They called after a while saying they have a relative who was prepared to use her property as security.

[34] They came to FINCORP with Ms Phindile and he explained to her the implication of the collateral. The loan was granted in favor of the deceased. He was not advised that Ms Phindile had a partnership agreement with the deceased. He did recall that Mrs. Masilela would call and state that Ms Phindile was claiming the daily collections. He advised them that they should release her property.

[35] Under cross-examination he confirmed the loan was granted in favour of the deceased and not Mrs Masilela. The defendant closed her defence.

Adjudication

Issue

The question for determination is whether there was a partnership agreement between Ms Phindile and the deceased.

Legal Principle on Partnership

Wessel J propounded:

“...the relationship between partners is very much the same as that between brothers”²

- [36] A partnership creates a legal relationship as a result of the agreement entered into by two or more people not exceeding twenty who have capacity to contract, each contributing to the partnership whose aim is to generate profits for the benefit of the partners.³ The case of **Laughton v Griffin and Others 14 NLR 84** is authority that surety guarantee forms part of the things that maybe contributed in a partnership. Rights, skill, labour or money also form part of the contribution in a partnership.

Determination

Evidence and Exhibit ‘A’

- [37] In asserting her contribution, Ms Phindile pointed out that she contributed her immovable property as guarantee for the loan advancement. This is averred in both her founding affidavit and her *viva voce* evidence. Her evidence on contribution to the partnership is borne by exhibit A. The partnership agreement reads:

“The property is invested solely for the purpose of securing a loan from FINCORP and shall never be the property of the partnership or business but shall remain the personal property of the partner, Phindile Dlamini.”

² in *Wegner v Surgeson* 1910 TS 571 at 579

³ As per Bramford B.R. “The Law of Partnership and Voluntary Association” Juta page 1

[38] From the above, it is clear that Ms Phindile did not contribute her property *per se* to the partnership. Her property was a mortgage bond for purposes of securing the finance from FINCORP.

[39] Ms Phindile was cross examined at length on the subsistence of the partnership. It was put to her that if there was any partnership, FINCORP would have been aware of it. Mr. Titus Dlamini testified on this point by stating that if there was a partnership, he would have caused the parties to sign the relevant form bearing more than a singular signatory. He however availed a sole trader's form to the deceased because no one had told him of the existence of a partnership.

[40] The evidence on behalf of the defence in this regard has lost sight of the above enunciated principle of law that for a partnership to subsist every partner must contribute something. It is, in other words, the individual contribution put together to form a pool of assets which gives rise to a partnership. When the partners approached FINCORP, they were securing contribution with the intention of forming a partnership.

[41] The above analysis is clearly deduced from the partnership agreement (Exhibit A) paragraph marked 1.1 reads that, "*The property hereby invested is described as: ...*" Paragraph marked 3 defines the manner in which the property is invested *viz*, for securing a loan from FINCORP. In the above, it was therefore appropriate for the deceased to sign a singular form in order to acquire the loan in his name as the loan together with the road permit were his contribution towards the partnership.

[42] Mrs. Masilela (DW1) raised a number of issues on "exhibit A". She testified:

“When I paged the document, I noted that page 1 had a different font.”

[43] She also testified that when the Master of the High Court by the name of Mr. Sihle Dlodlu gave her the document, it was her first time to see it. She vehemently denied that the deceased entered into such partnership because deceased *“did not speak and write proper English.”* He always involved her when there was paper work. Further, if exhibit A existed, she would have had it in her house.

[44] It is common cause from the face of exhibit A that every page has been initialed. The last page bears signatures of the two partners together with their respectful witnesses. In as much as Mrs. Masilela raised an issue on the font, she did not query any of the signatures borne by exhibit A. I guess this is why the police turned her away as she testified that the fraud department undertook to attend her fully once she is from court. They said so after having looked at the document. The initials and signatures in exhibit A therefore stand unchallenged. The challenge on page 1 that its font is different from the other pages of the document cannot render the written partnership agreement void in the face of the unchallenged initials and signatures.

[45] Mrs. Masilela’s contention that she was not aware of Exhibit A until when shown to her by the Master and that exhibit A was not in her house is not surprising on the face of her evidence in chief that she was not residing with the deceased but would visit him.

[46] In light of the above, it is my considered view that exhibit A is authentic. The evidence that page 1 has a different font from the rest of the pages

cannot override the fact that the signatures and the handwritten initials thereto stand unchallenged. I therefore admit it.

[47] Mrs. Masilela explained in details how she moved about in trying to secure a loan with FINCORP. According to her, the loan was granted to her and not the deceased but for the road transportation permit which was in the name of the deceased. Mr. Titus Dlamini supported her version that she approached FINCORP and applied for a loan. They were compelled to grant it to the deceased because he was the permit holder.

[48] However, the deceased was like Mrs. Masilela not qualified to obtain the loan, as they both did not have a policy cover, immovable property or any form of collateral. This is common cause among the parties. Further, Mr. Titus also testified that the deceased did come to his offices with Ms Phindile. Ms Phindile surrendered her property as a mortgage bond, for purposes of obtaining the loan. This evidence considered with exhibit A, lends credence to Ms Phindile's version, that is, in the normal course of commerce, Mrs. Phindile would not encumber her property without a return. This return was a partnership agreement.

Conduct of the parties

[49] In terms of the common law principle favouring partnership, a partnership agreement may or may not be in writing. Suppose therefore, there was no exhibit A, would the court be compelled to dismiss Ms Phindile's version? In instances where there is no written partnership agreement, the court is guided by the action of the parties. The next analysis therefore is whether the conduct of the parties herein is consistent with a partnership agreement.

[50] Ms Phindile testified:

“The bus came late in December 2010. It started operating in January 2011. I started collecting money on 1st January 2011 as the agreement that I will manage the business”

[51] She further testified:

“I asked them (Mrs. Masilela and deceased) that we should open an account in terms of the agreement. We went to Building Society and found that they wanted a number of things. We went to Swazi Bank they wanted a letter from the Royal Kraal. While we were waiting, I complained to Mrs. Masilela that I could not have the money at home. She then gave me her son’s card and said we should in the meantime deposit the money into her son’s account. I did deposit it for a number of days and it summed up to E20 000. I then said to Mrs. Masilela it is wrong for us to deposit the money into her son’s account. I suggested that we use my account from Building Society which had a zero balance. She agreed and we continued working.”

[52] Mrs. Masilela testified in this regard:

“After registration, the bus operated in January 2011. I went to Ms Phindile to tell her how she would record the takings. She asked where the money would be banked. I said I don’t want to use my account. She said she had an account at Building Society. I said she can use it where she would sign so that should there be mechanic problems, she would go to the bank. She did the job.”

[53] From the above evidence from both the applicant and respondent, it is evident that Ms Phindile was operating in the business not as an employee. From day one, she was in charge of the daily collection, disbursements and actually banked the money in her personal account. This is consistent with a partnership agreement. With regard to the sum of E1 000, Ms Phindile testified:

“[I] said I was busy moving up and down to town. May I please have an allowance. We agreed on E1 000.”

[54] On the other hand Mrs. Masilela testified:

“She asked as her title deed would be taken away from her what was the reward. I offered her E1 000 monthly.”

[55] The evidence by Ms Phindile that after sometime when the bus had started operating, she asked to be paid allowance was not challenged in cross-examination. Mrs. Masilela did not state in her evidence that she paid Ms Phindile E1 000 since commencement of operation. At any rate, there is no principle of law barring a partner from drawing allowance or salary from a partnership. In fact Mrs. Masilela did not say that Ms Phindile was an employee *strict sensu* of the business although she testified that Ms Phindile was the one running the business, so to speak.

[56] Mrs. Masilela under oath stated:

“She (Ms Phindile) asked how she would repay the arrears (rate). I said she won’t pay. It is a token of saying thank you.”

[57] Mrs. Masilela testified that when she learnt in January 2011 that they were in arrears with FINCORP, she was worried on how they would pay the creditors who advanced money for arrear rates and valuation report. She further testified that Ms Phindile did pay from the daily collection not only FINCORP but also the association where the money for rates and valuation report was sourced. This evidence by Mrs. Masilela is to the effect that the partnership paid for the arrear rates and valuation report. Her undertaking that payment towards arrear rates and valuation report were a “*token of*

saying thank you” were therefore meaningless. In fact, it points further that Mrs. Masilela cannot lay a claim on the business as a partnership because she contributed nothing. At any rate she pointed out so in her evidence in chief that when she applied for a loan she did not have “*even E5.00*” at the bank and her net pay as a teacher was minimal. Whatever her involvement in the partnership, she was a busy bee. In the final analysis, the above conduct of the parties herein is consistent with the partnership agreement between Ms Phindile and the deceased.

[58] Mrs. Masilela testified that when the deceased died there was only one bus and this is the bus which was purchased after the bus under issue. I juxtapose this piece of evidence with her evidence which was that having purchased the second bus, she wrote to FINCORP asking them to remove the property as security as she was capable of paying the second loan. She then stopped giving Ms Phindile the sum of E1 000 in June. Ms Phindile confronted her asking why she did not receive the E1 000 at end of June. She told her that her property was no longer bonded to the loan. She left Ms Phindile “*without wanting to get her reaction to this.*” Her evidence then was as follows:

“Unfortunately Mr. Masilela passed on in mid July.”

[59] From the totality of Mrs. Masilela’s evidence it can be inferred that the first loan was paid in full. The second loan was obtained without Ms Phindile’s approval although her property continued to act as a mortgage bond. It is after Ms. Phindile confronted FINCORP that the letter to have her property released from the loan was produced. Obvious Mrs. Masilela, was by now financially stable following that she has usurped the partnership business. It is for this reason that FINCORP having appreciated their error *viz.*, granting

of a loan against Ms Phindile's property without her consent, then advised Mrs. Masilela that she should write a letter on behalf of the deceased, to take over the loan and commit herself to payment.

[60] Now one wonders as to when then did the first bus stop operating. If the first bus was not operating when Mrs. Masilela stopped payment of E1 000 to Ms Phindile, she would have easily told her that the reason she was not paying was because the bus was malfunctioning. This evidence by Mrs. Masilela that the bus was no longer operating by the time the deceased died is therefore an afterthought. Ms Phindile's evidence that the bus was still operating although it had been re-painted stands to be accepted. It was not even challenged under cross-examination.

[61] In the final analysis, I enter the following orders:

1. The first respondent is hereby ordered to provide an account of all monies generated by the partnership business through Ever rite bus service entered into between applicant and the late Luke Bhekinkosi Masilela and pay applicant her share accordingly.
2. The first respondent is hereby interdicted from distributing the asserts of the estate late Bhekinkosi Masilela pending 1 above.
3. The first respondent is ordered to pay applicant costs of suit from the estate late Luke Bhekinkhosi Masilela.

A handwritten signature in black ink, consisting of a large, sweeping loop on the left and a smaller, more complex mark on the right.

**M. DLAMINI
JUDGE**

For Applicant: L. Gama of Leo Gama & Associates

For Respondents: T. Mamba of Mkhwanazi Attorneys