



## **IN THE HIGH COURT OF SWAZILAND**

### **JUDGMENT**

Case No. 625/2013

In the matter between:

**DEMANE FAKUDZE**

**Plaintiff**

**And**

**STANDARD BANK SWAZILAND LIMITED**

**1<sup>st</sup> Defendant**

**BUKHOSI ZWANE**

**2<sup>nd</sup> Defendant**

**Neutral citation: Demane Fakudze v Standard Bank Swaziland & Another 623/2013) [2017] SZHC 266 (14<sup>th</sup> December, 2017)**

**Coram: M. Dlamini J.**

**Heard: 27<sup>th</sup> October, 2017**

**Delivered: 14<sup>th</sup> December, 2017**

Civil law - where fraud is alleged is as per **Pretorius v Pretorius and Another 1948 (1) SA250** at 255-256 by **Schriener JA**, namely, whether the circumstances of the case “*rendered it probable that*” Mandela Simelane had the bank’s right in mind when he entered into the impugned transaction and that he appreciated that it would prejudice the bank in its rights. Objectively, the bank must show that

*“the transaction in all the circumstances was unreasonable for Mandela Simelane to enter into”.*

- when a judgment creditor causes a judgment debtor’s property to be attached and sold in execution, he is doing something which the law allows him to do. *“To extend the doctrine of notice to situations such as the present would open the door to unscrupulous debtors to fabricate personal rights which would be difficult for a creditor to expose for what they are. It will discourage prospective purchasers from taking part in sales in execution where a claim to a prior personal right is made by a third party. Very few prospective purchasers would be prepared to investigate the validity of such a claim by a third party and even less will be prepared to involve themselves in litigation against such a third party. In the result. To extend the doctrine of notice to situations such as the present will create, to the detriment of the creditor as well as the debtor, uncertainty as to the title obtained at a sale in execution and so reduce the effectiveness of such a sale, the purpose of which is to obtain satisfaction of a judgment debt.”*(per Schriener JA in **Dream Supreme Properties 11CC v Nedcor Bank Ltd and Others (490/05) [2009] ZASCA 8; [2007] SCA8 (RSA) (13 March 2007 )**)
- *if a person lies by with full knowledge of his rights and of the infringement of those rights, he is precluded from afterwards asserting them, has been adopted by our courts.* (per Wessels J- *Policansky Bros v Hermann and Canard 1910 TPD 1265*)
- Whether a party has acquiesced is a question of fact. A party said to have acquiesced by conduct, such conduct must be clear and unequivocal.

Procedure- in matters where a property which is subject to attachment by a deputy-sheriff and contested by two or more parties, the correct procedure to follow is to file an interpleader in terms of Rule 58. It is highly undesirable that a deputy-sheriff be cited in the manner in which he was in these present proceedings. This is because the deputy-sheriff is an official of this court and not a servant or agent of the judgment

creditor. It follows therefore that when he discharges his duties as deputy-sheriff, he does so on behalf of the court that has mandated him to do so.

Summary: The plaintiff has sued out summons against the bank and the deputy sheriff for attaching a motor vehicle which was sold to him by the bank's judgment debtor, one Mandela Simelane. The bank maintains that the said motor-vehicle belongs to it by virtue of a lease agreement.

#### The parties

[1] The plaintiff (Demane Fakudze) is an adult male of Matsapha, region of Manzini.

[2] The first defendant (the bank) is a financial institution, a company registered in terms of the company laws of Swaziland with its principal place of business in Mbabane, region of Hhohho.

[3] The second defendant (the deputy sheriff) is the deputy sheriff and an adult Swazi male.

#### The Plaintiff's cause of action

[4] The plaintiff alleged that on 3<sup>rd</sup> August, 2010 he was approached by the deputy sheriff who was armed with a writ of execution citing Mandela Simelane as the judgment debtor and the bank as the judgment creditor. The Deputy Sheriff proceeded to attach a motor-vehicle registered SD332SN, Isuzu KB 200.

[5] He contended further that the attached motor vehicle belonged to him as he had purchased it from Mandela Simelane. He annexed a copy of the blue book bearing his name.

[6] Following that the attachment of his motor-vehicle was unlawful in law, he claimed the value sum of E74,000.00, *mor* interest thereon and costs of suit.  
Defendant's plea

[7] The bank refuted that Demane Fakudze has ownership of the said motor vehicle. It contended that at all material times, ownership of the said motor-vehicle remained with it. It asserted that it owned the motor-vehicle by virtue of a lease agreement between Manlo Business System (PTY) Ltd, a company whose director and shareholder was Mandela Simelane. It annexed the said lease agreement. Mandela Simelane fraudulently sold the motor-vehicle to Demane Fakudze as he knew that he had no ownership of the motor-vehicle.

[8] The bank further asserted that before the motor-vehicle could be removed from Demane Fakudze, the deputy sheriff explained to him the surrounding circumstances on ownership. Demane Fakudze acquiesced to the return of the motor-vehicle. The bank and the deputy sheriff denied any liability to Demane Fakudze.

#### Oral evidence

[10] Demane Fakudze testified under oath. He stated that in April 2009, he purchased the motor-vehicle under issue from Mandela Simelane. The deputy sheriff came to him carrying certain documents. He asked him what the papers were saying. He said that the papers reflected that he should

attach Mandela Simelane's motor-vehicle. He explained that the motor-vehicle was for the bank and not Mandela Simelane.

[11] He refused to give the deputy sheriff the motor-vehicle. The deputy sheriff told him that even if he did not give him the keys, he would organize a tow truck to pick up the motor-vehicle. It is then that he gave him the car keys. He advised him that if he had anything to say, he should go to the bank's lawyer, Mr. M.P Simelane.

[12] He requested the deputy-sheriff to accompany him to the bank's lawyer. The bank's lawyer advised him that the motor-vehicle belonged to the bank. He would not get it. He decided to institute the present action.

[13] In his cross-examination, the bank asserted the subsistence of a lease agreement between Mandela Simelane and itself. It also pointed out that Mandela Simelane had defrauded him. I shall revert to the rest of his cross-examination under adjudication.

[14] The second witness for Demane Fakudze's claim was Samuel Musa Mavuso. On oath he told the court that he knew Demane Fakudze as a colleague at Ntjanini Primary school. Demane Fakudze had a white Isuzu van. A man came and repossessed the motor-vehicle saying it belonged to the bank. He was under instructions by the bank to fetch the motor-vehicle. He refuted that the motor-vehicle was repossessed at Mafutseni as reflected in the return of service.

[15] He was cross-examined and he revealed that Demane Fakudze first refused with the motor-vehicle. The man who came to repossess it then called for a break down. Demane Fakudze then gave him the keys.

- [16] The Plaintiff closed his case. The defence opened its defence by calling the deputy-sheriff.
- [17] He took the oath and stated that he was appointed an *ad hoc* deputy- sheriff for the bank. He was given a court order to serve. He served it at Mafutseni. He asked the defendants cited therein for the whereabouts of the Isuzu motor-vehicle. Mandela Simelane advised him that the motor-vehicle was at Ntjanini.
- [18] He proceeded to Ntjanini where he found Demane Fakudze. He asked him to release the motor-vehicle as it belonged to the bank. He agreed. They both agreed that he would convene a meeting with the bank's collection department to meet with Demane Fakudze. He did organize the meeting but he was not part of it.
- [19] He was cross-examined at length. He was asked whether he served the copy of the writ upon Demane Fakudze. He clarified that he served it upon the Simelanes which told him that the motor-vehicle was at Ntjanini. He proceeded to Ntjanini where Demane Fakudze asked for proof that he had been sent by the bank. He then produced the writ. He maintained that he negotiated with Demane Fakudze to release the motor-vehicle.
- [20] The next witness for the defence was Dumisile Mdluli. She identified herself under oath as the employee of the bank in the business support motor-vehicle and finance department. Before then she was the manager in the recoveries and rehabilitation department from 2008 to 2016. She knew Manlo Business Systems (Pty) Ltd (Manlo) as one of the banks clients. The bank financed a motor-vehicle, Isuzu for Manlo. They signed a lease

agreement. The lease had a clause that ownership vested in the bank until the motor-vehicle was paid in full.

[21] Manlo fell into arrears. She would call almost everyday for Manlo to pay. She spoke and dealt with Mandela Simelane who was the signatory to the lease agreement. Following that Manlo was not paying and Mandela Simelane not fulfilling his promises, the bank instructed its lawyer to repossess the motor-vehicle.

[22] She testified further that the motor-vehicle was eventually recovered. It was brought to the bank by the deputy- sheriff and Demane Fakudze. Demane Fakudze wanted to know if the motor-vehicle was still owing. They showed him the bank statement. He asked to continue paying for the motor-vehicle but his request was declined.

[23] In her cross-examination, the balance owed by Manlo was questioned. This follows the evidence that the writ referred to E58,000.00 while the summons to the writ was E129,378.03. She replied that she did not know where the figure of E129,378.03 came from.

[24] She mentioned that Demane Fakudze came to the bank to negotiate taking over the loan. It was emphasized upon her that Demane Fakudze never met with the bank official but only with Mr. M.P Simelane, the bank's lawyer. She stated that she would not know if he met with Mr. M.P Simelane. However, she was present in the meeting where Demane Fakudze negotiated a take over presided by Mr. Gama, the manager of the bank.

[25] The third witness on behalf of the bank was Mandela Mphumelelo Simelane. On oath, he pointed out that he used to be a 98% shareholder at

Manlo. He identified the lease agreement with the bank where the bank purchased a motor-vehicle on behalf of Manlo. He admitted that ownership of the motor-vehicle vested with the bank. He knew Demane Fakudze. He had sold the said Isuzu motor-vehicle to the Mbingos of Big-Bend. After about two to three years Mrs. Mbingo called requesting that the blue book be changed to Demane Fakudze as they had since sold the car to him. He then met Demane Fakudze at the police station during the process of change of blue book. He testified that at the time he sold the motor-vehicle, ownership had not passed from the bank.

[26] He knew the deputy-sheriff who was cited in the action proceedings. The deputy-sheriff came to his homestead at Mafutseni to attach the Isuzu motor-vehicle following that monthly installments were no longer paid.

[27] He testified also that after the motor-vehicle was attached he met with Demane Fakudze. They proceeded to the bank's attorney, Mr. M.P Simelane. Their purpose was to pay for the motor-vehicle. He agreed that the bank was justified in attaching the motor-vehicle although he was not quite sure if he was to indemnify Demane Fakudze. I shall highlight his cross-examination later herein.

#### Common cause

[29] From the evidence adduced and the pleading filed, it is common cause that Manlo represented by its major shareholder, Mandela Simelane, entered into a lease agreement with the bank. It was to pay installments for an Isuzu motor-vehicle. The general term of the lease agreement was highlighted in the lease agreement viz., that ownership of the motor-vehicle would continue to vest in the bank until the duration of the lease agreement.



It is common cause that Manlo sold the motor-vehicle before the lease agreement would run its full course and at a time where it was in arrears on monthly installments with the bank.

[30] It is not in dispute that the bank instituted legal proceedings before this Court and the matter was determined in the banks favour. A writ of execution, to attach Manlo, together with its directors' movables was issued. The deputy -sheriff proceeded to one of the judgment debtor, Mandela Simelane's homestead. He eventually attached the Isuzu motor-vehicle which was the subject matter of the lease agreement from the hands of Demane Fakude and not Manlo or Mandela Simelane. It is also common cause that Demane Fakudze was in possession of the Isuzu motor-vehicle by virtue of a contract of sale. The blue book had passed from Mandela Simelane to Demane Fakudze.

#### Issue

[31] Was the bank permitted in law to dispossess Demane Fakudze of the Isuzu motor-vehicle.

#### Determination

[32] The bank has raised grounds justifying its action. It first contends that Mandela Simelane's act of selling the motor-vehicle to a third party was fraudulent. Secondly, the bank asserted acquiescence by Demane Fakudze.

[33] **Fraud**

The question for determination where fraud is alleged is as per **Pretorius v Pretorius and Another 1948 (1) SA250** at 255-256 by **Schriener JA**, namely, whether the circumstances of the case "*rendered it probable that*"

Mandela Simelane had the bank's right in mind when he entered into the impugned transaction and that he appreciated that it would prejudice the bank in its rights. Objectively, the bank must show that "*the transaction in all the circumstances was unreasonable for Mandela Simelane to enter into*".

[35] In establishing fraud, the bank led the evidence of three witnesses. The first witness, Mdluli, testified before this court that there was a lease agreement between the bank and Manlo, together with Mandela Simelane. She highlighted that one of the clauses of the agreement was that the motor vehicle would continue to vest in the bank until the entire sum of the loan was paid in full or the lease agreement ran its full course. The lessee defaulted in its monthly installments. She called Mandela Simelane who would make undertakings to settle the arrears but in vain. The bank decided to take the matter to its attorney. The result was a judgment in favour of the bank and warrant of execution.

[34] The second witness was the deputy sheriff who testified that he proceeded to Mafutseni at the homestead of Mandela Simelane. He searched for movables to attach. He did not find any. He asked for the motor-vehicle. He was directed to Ntjanini. He went to Ntjanini and found the motor-vehicle with Demane Fakudze as directed.

[35] The third witness was Mandela Simelane. He testified on the motor-vehicle.

*"I used to be the shareholder in that company, holding about 98% shares. I registered that company, of course with the intention of making money and running it as a business. If I remember well, I*

*registered it late 2003 or early 2004. We continued to grow and run the business up until even the banks could recognize us for finance and other things. And then, if I remember well we ceased operation sometime between 2008 and 2010, it has been a long time Your Lordship, I can't recall well...."*

[39] Mandela Simelane proceeded to narrate to this court that he knew Demane Fakudze as he met him after having sold the Isuzu to the Mbingos. The Mbingos then sold it to Demane Fakudze. At that time, the blue book still reflected his name. He was requested by the Mbingos to change the blue book to the name of Demane Fakudze. He was then led in chief:

[40] Mr. T.L Dlamini: *Despite the vehicle being registered in your name, do you confirm that ownership vested with Standard Bank?*

Demane Fakudze: *Yes, my Lady*

[41] Mr. T. L. Dlamini: *Would you confirm that at the time you sold the motor-vehicle, it still had a balance outstanding due to Standard Bank?*

Demane Fakudze: *My Lady I do confirm.*

[42] He also revealed:

Mr. T.L. Dlamini: *Were any ... I can see in the return of service of Mr. Zwane, it is on the (INAUDIBLE) page 10 ... it says "I properly served the writ of execution upon the defendants by leaving a copy of Mandela Mphumelelo Simelane who is one of the directors of the 1<sup>st</sup> defendant and*

*business partner of the 3<sup>rd</sup> and 4<sup>th</sup> respondents..”, do you confirm that you were served with the writ at Mafutseni, on that particular day?.*

*DW3: I may not be (sic) of the date but I do confirm that we were served with the writ at Mafutseni”.*

[43] PC: *Do you confirm further that, there were no movable goods or items of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> defendant which were attached on that day?*

*DW3: Yes I confirm that.*

[44] He pointed out that although he cannot recall due to the time frame, he must have referred the deputy- sheriff to the Mbingos who in turn directed him to Demane Fakudze.

[45] Under cross-examination it was pointed out as follows:

Mr. I du-Pont: *So, would I be correct that you... it is your evidence that, when you sold the motor-vehicle, you knew that you ought to not have sold the motor-vehicle”?.*

*DW3: Yes*

[46] Obviously, from the above line of evidence by Mandela Simelane, it can safely be concluded that it is probably that he had in mind the bank’s rights when he entered into the contract of sale as he changed the blue book into the name of Demane Fakudze. He also appreciated that the bank would be prejudiced by his action following that he knew that he ought not to pass transfer of the motor-vehicle to a third party by reason that it was still

owing as he so testified in chief. Further, from the above, it is glaring that Mandela Simelane acted unlawfully by passing transfer of ownership as evidence in the change of the blue book to Demane Fakudze well knowing that ownership of the Isuzu motor-vehicle vested in the bank. Further, it was unlawful for him to engage in a contract of sale of motor vehicle which he did not have ownership. He could not in law pass what he did not have. Ownership of the motor-vehicle vested in the bank following that the lease agreement was still subsisting. I reject the evidence by Mandela that it is the Mbigos who sold the property to Demane. This flows from the uncontested evidence by Demane Fakudze that he paid Mandela Simelane the sum of E80, 000.

[33] That as it may, it is still open for me to pause, “What of the rights of Demane Fakudze as a purchaser?” I appreciate that this question ought to be determined under the second defence raised by the bank. However, much time was spent on behalf of Demane Fakudze in pointing out that it is the bank that dispossessed him of the motor vehicle and therefore his right was taken away by the bank and not Mandela Simelane. Mandela Simelane also testified that the motor vehicle was sold to Demane Fakudze some years (two to three) before the deputy sheriff came to serve him with a warrant of execution. This gave the impression that by the time the bank obtained its judgment, the motor-vehicle had passed on from Mandela Simelane.

[33] It is apposite to allude *en passe* on certain legal principles around such scenario. **Nestadt J, in Reynders v Rand Bank Bpk** 1978(2) SA 630 (T) was referred to the principle of the law that where the judgment creditor obtained the judgment and warrant of execution prior to being aware of a third party’s personal right in the *merx*, the judgment creditor’s real rights

(created by obtaining the judgment debt) on the *merx* must give way to the third party's persona right. In brief, the third party's personal right must prevail over the real right. **Nestadt** at page 641G-H, held on this principle:

*“I am unpersuaded that either in principle or on authority there is any warrant for extending the rule or applying the principle, that knowledge of a prior personal right in respect of property will destroy the validity of a subsequently acquired real right in it, to the case of a judgment creditor levying execution against the property of his debtor. My conclusion is that such creditor is entitled to attach and have sold in execution the property of his debtor notwithstanding that a third party has a personal right against such debtor to the ownership or possession of such property which right arose prior to the attachment of even the judgment creditor's cause of action and of which the judgment creditor had notice when the attachment was made.”*

[33] Holding a similar view that when a judgment creditor causes a judgment debtor's property to be attached and sold in execution, he is doing something which the law allows him to do, **Streicher JA in Dream Supreme Properties 11CC v Nedcor Bank Ltd and Others (490/05) [2009] ZASCA 8; [2007] SCA 8 (RSA) (13 March 2007)** reasoned at para 26:

*“To extend the doctrine of notice to situations such as the present would open the door to unscrupulous debtors to fabricate personal rights which would be difficult for a creditor to expose for what they are. It will discourage prospective purchasers from taking part in sales in execution where a claim to a prior personal right is made by*

*a third party. Very few prospective purchasers would be prepared to investigate the validity of such a claim by a third party and even less will be prepared to involve themselves in litigation against such a third party. In the result. To extend the doctrine of notice to situations such as the present will create, to the detriment of the creditor as well as the debtor, uncertainty as to the title obtained at a sale in execution and so reduce the effectiveness of such a sale, the purpose of which is to obtain satisfaction of a judgment debt.”*

[33] I need not dwell much on the question of prior notice following that it was not so pleaded on behalf of Demane Fakudze. It is sufficient to conclude that it is a principle of our law that fraud unravels all.

#### Acquiescence

[52] **Wessels Jin Policansky Bros v Hermann and Canard 1910 TPD 1265** at1278-1279) stated on the defence of acquiescence:

*“It is a principle of our law that if a person has once acquired a right he is entitled at any time to vindicate that right when infringed, provided the period of prescription has not elapsed. This is the general rule, but in course of time exceptions have been grafted on this rule. The equitable principle that if a person lies by with full knowledge of his rights and of the infringement of those rights, he is precluded from afterwards asserting them, has been adopted by our courts. It forms a branch of the law of **dolus malus**. The principle of lying by is not unknown to the civil law, though its application is not so often met with our system of law as it is in English law. Sometimes the rights are lost through mere*

*acquiescence, at other times by estoppels, as where the element of prejudice exists in addition to acquiescence. Thus acquiescence can be proved by definite acts or by conduct”.* (my emphasis)

[53] Whether a party has acquiesced is a question of fact. A party said to have acquiesced by conduct, such conduct must be clear and unequivocal.

[54] In establishing that Demane Fakudze acquiesced in the removal of the motor vehicle, the Deputy Sheriff testified that upon explaining to Demane Fakudze that the motor vehicle was the property of the bank as arrear installments were due, Demane Fakudze requested to go to the bank to verify such information. He then handed the keys of the motor vehicle to the deputy-sheriff. They all proceeded to the bank where the deputy sheriff introduced Demane Fakudze.

[55] Ms. Mdluli at the bank testifies that Demane Fakudze came to the bank in the company of the deputy sheriff. He requested to take over the loan account. The bank declined. It insisted that its client was Manlo and Mandela Simelane. It was unwilling to deal with Demane Fakudze.

[56] The above evidence was highly refuted by Demane Fakudze. He denied ever approaching the bank. He also denied voluntarily handing over the keys to the deputy sheriff. He however, testified:

*“I went to Mr. Zwane (deputy-sheriff) so that he could accompany me to those attorneys (banks attorney).”* (my own clarification).

[57] He pointed out on cross-examination:



Mr. T.L. Dlamini: *When did you exactly become aware that the motor- vehicle was for the 1<sup>st</sup> Defendant?*

Demand Fakudze: *When Mr. Zwane came to me demanding the keys.*

Mr. T.L. Dlamini: *After having made that discovery, why didn't you sue Mr. Mandela Simelane?*

Demand Fakudze: *I went to Mr. Zwane who had said he would take me to the lawyers for the bank. I found Mr. Mandela and Mr. Zwane said they have already discussed the matter. Mandela said they had sorted out the money issue with Mr. Zwane. All that was left was the return of the motor vehicle to me.*

JUDGE: *MR. Zwane went with you to Standard Bank, where you met with Mr. Gama, the then manager?*

Demand Fakudze: *That is true*

JUDGE: *You voluntarily handed over the motor vehicle to Mr. Zwane?*

Demand Fakudze: *True, Mr. Zwane said even if I didn't give him the keys, he would call abreak-down to tow the motor vehicle.*

[58] Now the question is, why did Demane Fakudze decide to go to the bank's lawyers? The answer was revealed by Mandela Simelane who sold the motor vehicle to Demane Fakudze. He testified in this regard:

Mr. I du-Pont: *What was the mission of you and Mr. Fakudze of approaching the Bank's lawyers?*

Mandela Simelane: *The mission was to negotiate with the lawyers and hopefully get the vehicle released to Mr. Fakudze. The terms and conditions probably, we were hoping to find common grounds with them*

[59] We know the outcome of the negotiations which is that any terms and conditions to find common ground were rejected by the bank and its lawyer.

[60] This evidence from both Demane Fakudze and Mandela Simelane that after the deputy sheriff had attached and removed the motor vehicle, they proceeded to the bank's lawyer to find "*common ground*" resonates with the evidence of the bank and the deputy-sheriff that Demane Fakudze acquiesced to the removal of the motor vehicle.

[61] The finding in favour of the bank and the deputy-sheriff on acquiescence by Demane Fakudze is fortified by Demane Fakudze's action of failing to challenge the deputy-sheriff's removal of the motor-vehicle from him until three years later. The reason advanced that his matter was delayed by his attorneys cannot hold water. The trite principle of our law that the

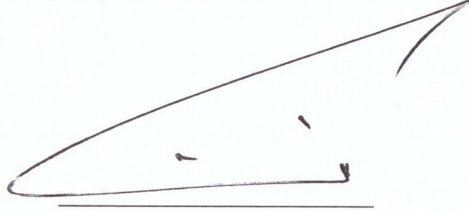
repercussion for slackness by an attorney cannot sometimes be escaped by the client must hold in this matter.

[62] Worse still as submitted by the bank's attorney, had Demane Fakudze honestly believed that he had been unlawfully disposed of the motor vehicle, he would have moved spoliation proceedings. He failed to do so. When cross-examined on why he did not pray for the return of the motor vehicle by counsel on behalf of the bank, he gave unsatisfactory answer to the effect that he went to the deputy-sheriff to look for the car but he disappeared. This answer is inconsistent with the fact that Demane Fakudze has sued the deputy-sheriff and does not address the question as to why in court he does not demand the return of the motor vehicle from the same person he has cited. The correct answer lies in the circumstance of the case that Demane Fakudze acquiesced in the removal of the motor-vehicle and spoliation orders would not be granted under such circumstance, let alone that the period of three years has lapsed after he was dispossession.

[33] Lastly, I feel compelled to point out that in matters where a property which is subject to attachment by a deputy-sheriff and contested by two or more parties, the correct procedure to follow is to file an interpleader in terms of Rule 58. It is highly undesirable that a deputy-sheriff be cited in the manner in which he was in these present proceedings. This is because the deputy-sheriff is an official of this court and not a servant or agent of the judgment creditor. It follows therefore that when he discharges his duties as deputy-sheriff, he does so on behalf of the court that has mandated him to do so.

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

1. The plaintiff's cause of action is hereby dismissed.
2. The plaintiff is ordered to pay the first and second defendants cost of suit.

A handwritten signature in black ink, appearing to be 'M. Dlamini J', written over a horizontal line. The signature is stylized with a large loop at the end.

**M. DLAMINI J**

**For Plaintiff:**

**Zonke Magagula & Company Attorneys**

**For Defendants:**

**T. L. Dlamini Attorneys**