IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

Case number: 16936/11

In the matter between:

EDWARD ELLIS	First Plaintiff
LISA ELLIS	Second Plaintiff

And

CATHERINE CLARIS CILLIERS N.O.	First Defendant
CATHERINE CLARIS CILLIERS	Second Defendant
DELIA DU TOIT	Third Defendant

JUDGMENT

BLOMMAERT A J

BACKGROUND

1. This matter was heard as an urgent application by Louw J on the 10th

of October 2011. In terms of the notice of motion the then Applicants sought the following relief:

1.1. That this application be heard on an urgent basis and that the Rules of Court pertaining to time limits, forms of service and the like be dispensed with and the application be heard on an urgent basis in terms of rule 6(12);

1.2. That the sale of [Erf 4……], [H…….] [H…..], [K……], be set aside and cancelled;

1.3. That there be restitution of the purchase price of R1 600 000.00 for the Applicant which amount was paid by the Applicant to the First Respondent, in her representative capacity, alternatively to the Second Respondent, in her personal capacity, in terms of Deed of Transfer no. [T2…….] together with interest and costs within 10 days of date of this Order;

1.4. That there be restitution to the Respondent by the Applicants, of the property referred to in prayer 1 above;

1.5. Costs of the application;

1.6. Further and/or alternative relief.

2. On the 23rd of April 2012 Louw J made the following order having heard counsel for the parties:

"*1. The application is referred to trial, such trial to commence in the Fourth Division of this Honourable Court on a date to be arranged with the Registrar.*

2. The Notice of Motion shall stand as a Simple Summons.

3. The answering affidavit shall stand as a notice of intention to defend.

4. The Applicants shall file their declaration within 30 days of the date of this order.

5. Thereafter the rules relating to actions shall apply.

6. The costs of the application to date stand over for determination at the trial."

3. Thereafter the pleadings as prescribed by Louw J were completed and the matter came before me on the 7th October 2013.

4. In terms of its declaration, the now Plaintiffs sought the following relief:

4.1. Cancellation of the contract and restitution of the purchase price;

4.2. Alternatively, reduction of the purchase price;

4.3. Alternatively, damages;

4.4. Alternatively, cancellation of the contract, restitution and damages.

5. The factual background to the dispute is briefly that Plaintiffs bought a wooden house in [K……], known as [Erf 4……] [H…..] [H…..] ("the house"), and transfer was effected on 24 January 2011. On 7 March 2011 Plaintiffs started renovating the house to suit their specific needs. In essence they wanted the lounge, kitchen and dining area to be, so-called "*open plan".* They started in the kitchen by removing the kitchen cupboards. Upon doing this they noticed that two sections of the floor had been cut out and later replaced so as to create access to the area below the floor. I point out that the house is built in such a way that the back of the house is built into a slope and the front is on so-called "stilts". Apparent in the kitchen, over and above the sections of the floor that had been cut out to gain access to the underside, was the bowing of the floor. The floor had subsided at the outer edges, with the result that the central part was higher than the sides. Faced with

this revelation the Plaintiffs consulted an expert who suggested removal of the floor boards in order to ascertain what the problem was.

6. Plaintiff's case is that, upon removing the floor boards of the house it became apparent to them that the house suffered from a number of defects, for instance that the poles supporting the structure of the timber house, the beams and floor joists (hereinafter "the "foundation") had severely decayed, with the result that the house had subsided up to 90 millimetres on the northern side. The result of this, according to Plaintiff, was that the house was no longer level.

7. Furthermore the Plaintiffs allege that a cement screed had been applied over the timber flooring which had the effect of concealing the subsidence of the south-west corner of the house and that a false ceiling had been constructed under and suspended from the original ceiling (being the floor above) in order to create the illusion that the house was in fact level. (the "levelling treatment")

8. Plaintiffs also allege that "NUTEC" cladding was added to the outside of the house to conceal the subsidence and that the lounge floor was raised by the use of wooden wedges which again had the effect of concealing the subsidence of that section of the house.

9. From the pleadings it appears that Defendants denied knowledge of

the defects relating to the foundation. As to the levelling treatment, they deny that one or more of all the alleged defects do in fact constitute defects.

10. Defendants further admit that they applied a cement screed approximately 10 years before the urgent application was launched and did so with a "view to level the floor".

11. Furthermore the Defendants admit that they installed a false wooden ceiling to the floor above with a view to constructing a level ceiling, but maintained that this was done for aesthetic reasons only, more pertinently, that such a levelling of the ceilings does not constitute a defect.

12. As to the issue of the "NUTEC" cladding ("the cladding") done on the outside of the house, the allegations by the Defendants is that this was done to save on painting which would otherwise have been necessary every 3 years.

13. The Defendants furthermore alleged that the wooden wedges used to level the lounge floor, did not constitute a defect and was rather an improvement and had been done for aesthetic purposes.

14. Further alleged defects were pleaded but, for the purposes hereof, I do

not consider it necessary to deal with all the alleged defects.

15. It is to be noted that the contract on which this claim is based contained a “voetstoots” clause which reads as follows:

“*The property is sold as it now stands (i.e. voetstoots) and according to the deed(s) of Transfer and diagram (s). The Seller shall not be liable for any deficiency in the extent of the property nor shall he benefit from any excess. Neither the Seller nor his Agent shall be responsible for any defects, whether latent or patent, nor shall they be answerable for any warranties either express or implied. This Offer to Purchase constitutes the only contract between the Seller and the Purchaser in respect of the Sale and the Purchase of the above described property shares and no variations may be made unless reduced to writing and signed by both parties. The Purchaser confirms having satisfied himself with the condition of the property by personal inspection or by a person on his behalf, duly authorised”.*

16. It is trite that to avoid the consequences of such a “voetstoot” clause, the Purchaser must show, not only that the Seller knew of the latent defect and did not disclose it, but also that he or she deliberately concealed it with the intention to defraud.

17. In **Odendaal v Ferraris 2009 (4) SA 313 (SCA)** Cachalia J A puts it as

follows at page 323A - B:

"It is trite that if a buyer hopes to avoid the consequences of a voetstoots sale, he must show not only that the seller knew of the latent defect and did not disclose it, but also that he or she deliberately concealed it with the intention to defraud (dolo malo). Where a seller recklessly tells half-truths or knows the facts, but does not reveal them because he or she has not bothered to consider the significance, this may also amount to fraud. But as the Court has said fraud will not lightly be inferred, especially when sought to be established in motion proceedings. And where a party seeks to do so the allegations must be clear and the facts upon which the inference is sought to be drawn succinctly stated."

18. In this matter only 2 witnesses testified, to wit the Second Plaintiff and an expert in wooden construction of houses, a Mr Keevey on behalf of the Plaintiffs. Mr Keevey was also the person originally instructed by Plaintiffs, when the problem in the kitchen floor was first noticed.

19. After applying for absolution (which application was refused), Defendant closed its case.

20. The record of the evidence is somewhat confusing in that Second Plaintiffs' evidence starts at page 1 and Mr Keevey's evidence also

starts at 1. I will therefore in accordance with the heads of argument by Mr Potgieter SC (who appeared for the Defendant) refer to the first volume of the evidence as “Record” and the second volume of the evidence as “Transcript”.

21. As noted hereinabove this matter was preceded by an urgent application in which full papers were filed.

22. To my mind the evidence itself did not differ materially from the affidavits in the application and, where necessary, I will refer interchangeably to the application and the evidence. Obviously the evidence is the only source on which this Court can rely but insofar as they echo each other, I will refer to both.

23. I need to say something about the way in which this trial was conducted. It spanned a number of days with a number of postponements which were occasioned by reasons not always within the parties’ control. However, from the very outset I warned the parties that this house, the subject matter of the dispute, was rapidly becoming the most expensive house in [K……] and that they should therefore attempt to curtail the litigation. This sadly fell on deaf ears and I was *inter alia* confronted with an application for my recusal by the Defendant, which application I refused.

24. To say the least, and the record will bear me out, this was acrimonious litigation at its worst. I am not at this stage going to apportion blame for the conduct in the matter, but point out that I did warn the parties that my displeasure at how the litigation was being conducted would be met by an appropriate cost order. I will return to this issue at a later stage.

25. From the evidence and the exhibits, more notably, photographs handed in and on which evidence was lead, two things are patently obvious:

25.1. Firstly, that the foundation was severely decayed. On any approach to the matter, this was indeed a latent defect and the Defendants admitted as much during the course of the trial. Defendants' defence to this was that they were not aware of the state of the foundation and therefore they did not have the requisite intention to defraud as set out herein above, with the consequence that they were protected by the "voetstoots" clause;

25.2. It is also clear and, as pointed out herein above accepted by Defendant that certain remedial work had been done to the house. It is Defendants' case that his was *inter alia* for aesthetic reasons and for practical reasons relating to painting

which did not entail a latent defect and therefore, no matter what the intention was, the seller did not consider them to be latent defects and therefore could not have the necessary intention to conceal them.

26. What is accepted in the papers and on the evidence is that Defendant was aware of the levelling treatment done to the house. In fact Second Defendant's late husband who was somewhat of a handy man did the work himself.

27. Fairly late in the proceedings, the parties sought an order separating the issues of merits of the dispute from the quantum. This request was granted by myself.

28. Consequently, on my understanding of the matter it is unnecessary for me to deal with the specific relief sought by the parties and only to deal with the issue as to whether the Plaintiffs are entitled to relief on the merits. In other words, the crisp issue for decision is whether the alleged defects were defects, whether they were latent or not and whether the voetstoots clause protects the Defendants.

THE LEVELLING OF THE FLOORS AND CEILINGS ("THE LEVELLING TREATMENT")

29. It is clear from the Application as well as the evidence that certain of the floors of the house were unlevel and these were levelled by means of a cement screed which was poured over the existing wooden floors of the house towards the southern side. Wooden wedges which were skilfully cut and inserted in the lounge area assisted in levelling the floor. Thereafter a so-called "*wall to wall*" carpet was applied over the screed. So too, the ceilings which were as a consequence of the correction of the floor now unlevel were levelled by means of a false ceiling beneath the normal ceiling height. When I refer to the normal ceiling, that is the floor separating the upstairs part from the downstairs part, it being a double storey house.

30. The Defendants' approach is perhaps best summed up by the following, which appears from its answering affidavit in the Application:

"*I do, however, wish to reiterate that there is no question of any latent defects and likewise no question of defects. The Applicants have sought to elevate work which was done for aesthetic purposes to fraudulent conduct aimed at concealing latent defects. Levelling the floor which was built unlevel can never constitute a latent defect. The same applies to all the levelling work done by my husband whether or not to achieve level surfaces or the appearance of levelled surfaces*".

31. Although the pleadings are somewhat inelegant, the aforesaid

approach by Defendant as well as the evidence make it clear that this issue was well and truly ventilated before this Court. I am thus of the view that the issue raised herein below is covered by the pleadings.

32. The aforesaid raises the issue as to what precisely is a latent defect. In **Holmdene Brickworks (Pty) Ltd v Roberts Construction Co Ltd 1977 (3) SA 670 (A)** Corbet JA at 683 – 684A puts it as follows:

"Broadly speaking in this context a defect may be described as an abnormal quality or attribute which destroys or substantially impairs the utility or effectiveness of a res vendita, for the purposes for which it has been sold or for which it is commonly used.... Such a defect is latent when it is one which is not visible or discoverable upon an inspection of the res vendita".

33. As pointed out in **Odendaal v Ferraris** opcit at page 321C, the question of the nature of a defect which would fall within the scope of a voetstoots clause was left open in **Ornelas v Andrew's Café and another 1980 (1) SA 378 W** at page 388G to 390C. However, Cachalia JA did express the following opinion in **Odendaal v Ferraris** at page 321C:

"In a broad sense, any imperfection may be described as a defect. Whether the notion of a defect is to be restricted only to physical

attributes of the merx or to apply more broadly to extraneous factors affecting its use or value has generated discontent and additional opinion".

34. Professor Kerr in **LAWSA Second Edition, Second Reissue Vol 24** at paragraph 36 describes the approach of our Courts as to the problem of identifying a defect as being a "*liberal approach*". Also referred to by Cachalia JA in **Odendaal v Ferraris** op cit at page 321C as the "*broad sense*."

35. An example is **Odendaal v Ferraris** op cit where it was held that the absence of statutory approval to make building alterations to a property coupled with problems in the structure of the alterations constituted a latent defect. In essence the Court found that any material imperfection which prevented or hindered the ordinary common use of the *res vendita* was an aedilition defect. (**at page 322A**)

36. So too in **Glaston House (Pty) Ltd v Inag 1977 (2) SA 846A** the Court took a broad view of what constituted a latent defect and there held that the existence of a sculpture within its pediment and cornice, which had been declared a special national monument, and which was

embedded in a dilapidated building, thus precluding the redevelopment for which the property had been bought, was a latent defect. The reasoning of the Court was that the sculpture, even though valuable in itself and therefore hardly a physical defect hindered the use to which the property was to be put. (See also **Odendaal v Ferraris** opcit at page 321F - 322A).

37. This lead the Supreme Court of Appeal in **Odendaal v Ferraris** to conclude as follows:

"It is now settled that any material imperfection preventing or hindering the ordinary or common use of the res vendita is an aedilition defect" (at page 322A)."

38. This in turn raises the issue as to what is the ordinary use that the property was being used for. In other words did the fact that the floors had been levelled hinder the ordinary or common use of the *res vendita.*

39. The Defendant alleges that the levelling of the floors was also done purely for aesthetic reasons and therefore did not hinder the ordinary common use of the *res vendita*.

40. From the aforesaid it seems apparent that the concept of what can be

regarded as an imperfection, preventing or hindering the ordinary common use of the *res vendita,* is not a static concept. It will change as style, custom and other factors in modern living changes. As Professor Kerr has put it, a "*liberal approach*" is to be adopted.

41. In my view the law should take cognisance of the fact that, in present times, the question of renovating a home to improve it or to change it to suit the lifestyle of the occupants is common practice. More so where the buyers, as in the present case were a young couple, the wife being pregnant with her first child.

42. Wooden homes also lend themselves to easy renovation. These homes have walls which can be moved easily and the spaces can be reconfigured at very little cost as opposed to a brick home.

43. In the present matter it is patently obvious that such renovation by the Plaintiffs would have been met with a very real problem of having cement screed over wooden floors. So too, removing the so-called false ceiling to expose the rafters, which they alleged they found aesthetically more pleasing, would have created problems.

44. In **Curtain Crafts (Pty) Ltd v Wilson 1969 (4) SA 221(E)** Addelson J held that the purpose for which an object is bought can influence the question of whether or not it is a defect. The Learned Judge at page

223B says:

"In my view an article purchased can only be described as a defect giving rise to legal action by the purchaser if it is shown that such state is of a type or nature which a reasonable man would not expect to exist in other articles of substantial identity, with the article purchased."

45. In the present matter the evidence makes it clear that the Plaintiffs bought the property to live in. To my mind a reasonable man would expect to be able to renovate such a home.

46. As pointed out before this could not be done in the present matter due to the extensive covering of the floors by cement screed. This cement screed and false ceilings, the reasonable man would certainly not expect to find in a house.

47. It is precisely the attempt to do these renovations that revealed the unhealthy state of the foundation, which it is common cause between the parties, is a latent defect.

48. I am thus of the view that the unlevel floors was a defect which only the Defendants knew about and in my view these defects "*hindered the ordinary or common use of the res vendita*".

49. Second Plaintiff testified repeatedly that she did not want a house with unlevel floors. The following is a common refrain in her evidence:

"*We would not have elected to buy an unlevel house"* (see record, p 168 (8))

and

"*The house was unlevel and that is what they should have disclosed" (*see record, p 476 (17 – 25*)*

50. The next question is, should the Defendant have told the Plaintiff about the unlevel floors. To my mind this falls squarely within the following dictum from **Odendaal v Ferraris** op cit at page 323B where the Learned Judge Cachalia A J says:

"*Where a seller recklessly tells a half truth or knows the facts but does not reveal them because he or she has not bothered to consider their significance this may also amount to fraud".*

51. It is to be remembered that the unlevel floors were not confined to one room and that, in fact, carpets had been laid over the unlevel floors and in the case of the passage leading to the bathroom, tiles had been placed over the wooden floors that had been levelled by means of a

cement screed.

52. Second Defendant witnessed her husband doing these repairs and they were apparently done after they had already been living in the house for a number of years.

53. Clearly the unlevel floors were of a concern to the Defendant, whether it was for aesthetic reasons or not, we shall not know as the Second Defendant failed to testify.

54. As Second Plaintiff put it during her cross examination "*if there had been no defect her husband would have had nothing to level"* (record, p 267 (2))

55. It is clear to me that Defendants never considered the significance of telling the Plaintiff this and that, as set out hereinabove, she should have done so. In my view her actions constituted the necessary intention to defeat the provisions of the voetstoots clause.

56. As stated herein above the Second Defendant did not testify. That she was not well medically was made clear by counsel for the Second Defendant. However, no attempt was made to justify her non-appearance on health grounds. I can only assume that it was a conscious decision on her part not to testify.

57. Second Plaintiff testified repeatedly that they would not have bought the house had they known the floor was not level. Mr Potgieter SC on behalf of the Second Plaintiff sought to persuade me that Second Defendant was a bad witness who embellished her predicament. I cannot agree. She was clear, unambiguous and, as far as I am concerned, an excellent witness. She certainly did not seek to exaggerate her position. I have no reason to doubt her evidence.

58. The fact that the Second Defendant did not testify leaves a number of issues unclear, such as *inter alia* exactly when the remedial work was done to the house, why and when linoleum was placed on the kitchen floor to cover up the areas that had been cut in the floor, and what damage had been caused by the alleged water leak below the kitchen floor. (It was put to the Second Plaintiff that this alleged leak necessitated the need to access the area below the kitchen floor).

59. Second Defendant's failure to address these issues can only lead to the conclusion that Second Defendant must have known, or at least have anticipated, that had she informed the buyer of the unlevel floor, Plaintiffs would not have bought the house. At the very least they would have inspected the foundation which would have revealed the rot underneath. To my mind Plaintiffs must be given the benefit of the doubt, which doubt could have been rectified by Second Defendant's evidence.

AN ALTERNATIVE APPROACH

60. Even if I am wrong in accepting the so-called "*liberal approach*" to the meaning of a latent defect I am fortified in my view by the decision in **Dibley v Furter 1951 (4) SA 71 (C)**.

61. The facts in that matter were briefly that the Plaintiff had bought a small farm. Unbeknown to him there had been a number of graves on the farm. These graves had been ploughed over and there was nothing to indicate their presence. In fact the area where the graves had been was being used as farm land.

62. Van Zyl J after a thorough review of the old authorities concluded that the Plaintiff did not establish that the existence of the graves was a redhibitory defect, Plaintiff was therefore not entitled to any aedilition relief.

63. It is to be remembered that this matter was decided in 1951 when the more "conservative" approach to what is a latent defect prevailed. I have my doubts whether this will still be the case in the light of today's more "*liberal"* approach.

64. However, this was not the end of the matter. Van Zyl J then considered an alternative cause of action, namely fraud.

65. Van Zyl J at page 86G quotes the following from Pothiers "*Treatise on Contract of Sale"*, 2.2 p 141 (Cushing's translation) section 234 with approval

"Though the rules of good faith, in many of the affairs of civil society, extend no further than to prohibit us from falsehood, but permit us to refrain from discovery to others that which they have an interest in knowing, when we have an equal interest in conceding it from them; yet, in contracts of mutual interest, of the number of which is the contract of sale, good faith prohibits not only falsehood, but all suppression of everything, which he with whom we contract, has an interest in knowing, touching the thing which makes object of the contract .....

In making an application of these principles to the contract of sale, it follows, that the seller is obliged to declare all that he knows touching the thing sold to the buyer, who has an interest in knowing it; and, that by omitting to do so, he offends against good faith, which ought to govern this contract".

66. He also quoted Section 235 with approval which reads as follows:

"According to these principles, a seller is bound not to suppress any of the defects of the thing, which are within his knowledge, though they

are not redhibitory, but of such a nature, that the buyer would not be allowed to complain of them if the seller were ignorant of their existence...." (at page 87A)

67. Van Zyl J then at page 87F concludes as follows:

"It seems therefore to me that a defect, to give rise to the obligation to disclose, need not be a redhibitory one - i.e. one giving rise to aedilition relief – provided that its non-disclosure would have the effect of placing the parties on unequal terms, and that when this latter takes place is only in cases where the buyer has been really overreached that relief must be granted."

68. Applying the aforesaid to the facts of the matter Van Zyl J finds at page 88D as follows:

"The presence of the graves on this property is a circumstance which in my opinion is so peculiar that it should be disclosed to enable the parties to contract on equal terms".

69. Finally Van Zyl J concludes as follows at page 89A – D:

"I am of the opinion that Defendants knew that the presence of the graves on the property was a circumstance, attaching to the property,

of a very peculiar nature such as one would not normally expect to find on a property of that kind. I am also satisfied that the Defendant knew that if this fact were made known to perspective buyers they might not wish to buy. And I am satisfied that the Defendant knew that the Plaintiff did not know, nor had any reason to suspect, that a portion of the property had been used as a graveyard. I am also satisfied that at the time of the sale the Defendant did not inform the Plaintiff of the graves because he thought that is the Plaintiff knew he might not buy. Due to the peculiar nature of the defect in the property the Defendant, in my opinion, knew that the Plaintiff might be labouring under a misconception as of the true nature of the thing that he was buying and he did not inform him because he thought that if he did, the Plaintiff might no longer want to buy. The above course of action is, in my opinion, the same as taking advantage of another's mistake in order to bring about a contract."

70. What appears from the aforesaid is that there exists for lack of a better word a "*parallel obligation"* over and above that contained in the aedilition remedies to disclose unusual or abnormal qualities of the *res vendita.*

71. In my view the present matter is similar to that in **Dibley v Furter** op cit. Even if Defendants did not think uneven floors were a defect (which for reasons stated hereinabove, I do not believe) it was such an

unusual feature that she should have revealed it. It certainly was a most unusual feature which made renovation of the house exceptionally difficult. That Plaintiffs had an interest in knowing about the cement screed on the floors and the false ceilings, seems to me to be obvious.

72. As stated previously Louw J ordered the Plaintiff to file a declaration. In my view the pleadings although somewhat inelegantly pleaded covers the aforesaid, what I have called the parallel duty to disclose. Certainly all these issues were dealt with in evidence before me.

THE EVIDENCE

73. From the aforesaid it is clear that I have hardly referred to the evidence led during the trial. The reason is that I considered the facts established during the application and confirmed to a large extent during evidence as well as the admissions contained in the answering affidavit by Second Defendant, as sufficient to deal with this "*leg*" of the matter. Detailed and sometimes laborious cross examination based on the photographic exhibits took up a considerable time. These related to a large degree to the extent of the rot under the house. As stated previously, such rot is obvious to any viewer of the photographs. Despite many attempts by me to curtail the duration of the trial, it was met with no success.

74. In my view, the admitted knowledge of the unlevel floor by the Second Defendant and the failure to inform the Plaintiffs of the remedial treatment, undertaken by Defendants is a latent defect. This was admitted. The fact that, as a result of the discovery of the remedial treatment, it was found that the foundation was rotten, does not change the fact that in my view an unlevel floor is a latent defect. In order to rectify the defect the evidence established that repairs had to be done to the foundation under the house. How that might be done and the cost involved form part of the quantum and has been left over for later determination. It could well be that the evidence led will become relevant at a later stage as stated previously the issue of quantum was only separated at very late stage of the proceedings.

COSTS INCLUDING THE COSTS OF THE APPLICATION AND FURTHER REMEDIES

75. As stated previously this was acrimonious litigation at its worst. Defendants certainly did not make matters any easier for Plaintiffs. There is of course no obligation on Defendants to do so. However, some collegiality would have gone a long way to curtailing the duration of the trial.

76. Both the Plaintiff and Defendant asked for costs on an attorney / client scale. As is trite, costs are subject to judicial discretion. As tempted

as I am to apportion blame, I have decided on the normal costs order. Neither party is entirely blameless nor is it appropriate to consider which party was to blame for which postponement. To my mind the costs must follow the result.

77. As stated above Louw J stood over the issue of the costs of the urgent application. Bearing in mind my judicial discretion and in view of the fact that no party was entirely successful in the urgent application, I make no order as to costs for the urgent application.

78. The issue of the remedies sought by Plaintiff and the possible bar thereto as a result of Plaintiff's earlier election of restitution in the urgent application, is also left over for later determination as belonging in my view more appropriately to the quantum issue.

79. In the result I make the following order:

79.1. Plaintiffs succeeds on the merits for such relief as he can prove. (subject to paragraph 78 above);

79.2. Defendant is ordered to pay Plaintiff's costs on the High Court scale, such costs to include the costs of Second Plaintiff who is declared a necessary witness and of Mr Keevey, Plaintiff's expert.

BLOMMAERT A J

CAPE TOWN