Yvonne Badenhorst

From: Etienne Cilliers

Sent: Friday, 21 April 2023 11:59

To: Yvonne Badenhorst

Subject: FW: DEFAULT JUDGMENT BEFORE MILLAR J FOR NEXT WEEK

Attachments: DEFAULT JUDGMENT ROLL FOR WEEK 24 TO 28 APRIL 2023 BEFORE MILLAR J.pdf; example of TRUST

ORDER.docx



Etienne Cilliers General Manager

+27 (0) 12 303 7420 | manager@ptabar.com | www.pretoriabar.co.za Steven House | 1st Floor | Brooklyn Bridge Office Park | 570 Fehrsen Street | Brooklyn | Pretoria | 018

From: Hester Botes < HBotes@judiciary.org.za>

Sent: Friday, 21 April 2023 11:18

To: 'slpath@gmail.com'; 'info@samla.org.za'; 'info@saflii.org'; 'data@saflii.org'; 'communication@lpc.org.za'; 'jhbadmin@law.co.za'; 'admin@pabasa.co.za'; 'admin@clarks.co.za'; 'anton@tonkinclacey.co.za'; 'info@jaa.org.za'; 'Chantelle Gladwin-Wood' <gladwin-wood@schindlers.co.za>; 'lssa@lssa.org.za'; 'danievl@webmail.co.za'; Simone Bhana <SBhana@judiciary.org.za>; 'ffdocrat@rsabar.com'; 'fiona@lssa.org.za'; 'joewadee@telkomsa.net'; 'tiaan@joubertlaw.co.za'; Motsi Modike (DoJ&CD Contact) <MMotsi@justice.gov.za>; 'gcb@mweb.co.za'; 'jhbbar@law.co.za'; 'nfa.advocates@gmail.com'; 'gautengnbcsa@outlook.com'; 'North Gauteng Advocates' <northgautengadv@gmail.com>; 'baradmin@law.co.za'; 'info@nationalbarcouncil.co.za'; 'ntsebeza@mweb.co.za'; 'ptabar@law.co.za'; 'fazoe@nadel.co.za'; 'Allyson Crutchfield' <crutchfield@law.co.za>; 'info@bla.org.za'; 'reform@justice.gov.za'; 'muzis@law.co.za'; 'mklein@icon.co.za'; 'Chantelle Gladwin-Wood' <gladwin@Schindlers.co.za>; "lawson@casac.org.za'; 'Varsha Sookdhaw' < Varsha. Sookdhaw@cdhlegal.com>; info@churchsquarebar.co.za; 'kmoleya@fasken.com'; 'Joseph.Machacha@cdhlegal.com'; 'ramola.naidoo888za@gmail.com'; 'reception@loftusadv.co.za'; Phahlane Mohube (DoJ&CD Contact) <MPhahlane@justice.gov.za>; Dhulam Vijay (DoJ&CD Contact) < VDhulam@justice.gov.za>; 'Stephen Roy Allcock' < Sallcock@juta.co.za>; 'bassonbetsie@gmail.com'; 'Enrico Guarneri' < Enrico G1@legal-aid.co.za >; 'Johannesburg-FA@justice.gov.za'; 'Pretoria-FA@justice.gov.za'; 'Palmridge-FA@justice.gov.za'; 'herman.percival@gmail.com'; 'mikem@bm-attorneys.co.za'; 'procforum@lpc.org.za'; 'agrobler@cknet.co.za'; 'hpgrobler@cknet.co.za'; 'ltheron@cknet.co.za'; 'aam@albert-a-marais-attorneys.co.za'; 'tvm@albert-a-Marais-attorneys.co.za'; 'cmabuza@live.com'; 'lephadi@sheriffrandburgsw.co.za'; 'marks@sheriffjc.co.za'; 'june@sheriffjhbsouth.co.za'; 'enricoagostino@gmail.com'; 'inge@saflii.org.za'; 'aicajee@law.co.za'; 'lephadi@sheriffrandburgsu.co.za'; 'MasheP@saps.gov.za'; 'info@sheriffjhbsouth.co.za'; 'ken@law.co.za'; 'J Gildenhuys' <gilden@law.co.za>; 'motimelesc@law.co.za'; 'nasreen@budlender.co.za'; 'dupreezlegal@gmail.com'; 'gustav@crimsonred.co.za'; 'FhePandelani@justice.gov.za'; 'Watshilowa@gmail.com'; 'mkurz@clarks.co.za'; 'advadw@gmail.com'; 'marianne@mpattorney.co.za'; 'marksmangaba@gmail.com'; 'junethomas0611@gmail.com'; 'gautengsocadv@gmail.com'; 'msecapebar@law.co.za'; 'gautengsecretary@blaonline.org.za'; 'sbeard@fluxmans.com'; 'keegan@elliottattorneys.co.za'; 'JohanV@lpc.org.za'; 'nmahlangu1@sars.gov.za'; 'registrartaxcourt@sars.gov.za'; 'admin@csadvocates.co.za'; 'maritzng@law.co.za'; 'edeling@emlct.com'; 'WilnaL@legal-aid.co.za'; 'Grace Molatedi' <grace.molatedi@dcs.gov.za>; 'yvetteisaacs@capebar.co.za'; 'nomahlubi@mkhwinanaattorneys.co.za'; 'Fana' <nalane@law.co.za>; 'council@advmdupreez.com'; 'Collins Phutjane Letsoalo' <CollinsL@raf.co.za>; 'lindelwa@raf.co.za'; 'info@sabwil.org.za'; 'attedeh.associates@gmail.com'; 'concha@wilsons-law.co.za'; 'TMuthabuli@sars.gov.za'; 'Xolisile Maduna' <XMaduna@sars.gov.za>; 'viv@jaa.org.za'; 'lee-ann@shplaw.co.za'; 'secretary@sawla.net'; 'adv.ford@rsabar.com'; 'hilde@smithlaw.co.za'; 'JoshuaM@legal-aid.co.za'; 'r.mphela@icloud.com';

'geert.kuit@gauteng.gov.za'; 'hlengiwe.goba@gauteng.gov.za'; 'fhepandelani@justice.gov.za'; Nhlayisi Zanele (DoJ&CD Contact) <ZNhlayisi@justice.gov.za>; 'andre@josephs.co.za'; 'dj.erasmus@law.co.za'; 'adv.ford@rsabar.net'; 'ElsieS@legalaid.co.za'; 'SimiloS@legal-aid.co.za'; 'legalpracticecouncil@lpc.org.za'; 'attorney.ayob@gmail.com'; Cornelius Silaule <csilaule@judiciary.org.za>; Lusanda Ntuli <LNtuli@judiciary.org.za>; Timmy Kgaladi <TKgaladi@judiciary.org.za>; Hope Nkuna <HNkuna@judiciary.org.za>; Sello Tshetlho <STshetlho@judiciary.org.za>; Rector Kganedi <RKganedi@judiciary.org.za>; Hantie H. Havenga <HaHavenga@judiciary.org.za>; Tryphina Legodi <TLegodi@judiciary.org.za>; Lerato Serwalo <LSerwalo@judiciary.org.za>; Mbali Mahlangu <MMahlangu@judiciary.org.za>; Nakedi Mohale <NMohale@judiciary.org.za>; Nobuntu Mbatha <NoMbatha@judiciary.org.za>; Tryphina Legodi <TLegodi@judiciary.org.za>; Rector Kganedi <RKganedi@judiciary.org.za> Subject: DEFAULT JUDGMENT BEFORE MILLAR J FOR NEXT WEEK

GOOD DAY,

OPEN COURT ONLY AT **8H30 FOR THE WEEK IN 4G.**FIND ATTACHED EXAMPLE OF TRUST IF NECASSARY IN YOUR MATTERS, HARD COPY OF DRAFT TO BE HANDED UP. **NOTE**: FRIDAYS MATTER WILL BE HEARD ON WEDNESDAY.



Nlqg#hjdugv#

KHVWHU框R WHV

Secretary to the Honourable Justice MILLAR J High Court of South Africa Gauteng Division, Pretoria c/o Paul Kruger and Madiba Street, Pretoria, 0002 ROOM 247 AT PALACE

Tel: 012 314 9078 Cell: 083 297 7406

Email: Hbotes@judiciary.org.za

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IN THE HIGH COURT OF SOUTH AFRICA

(GAUTENG DIVISION, PRETORIA)

		Case No
In the matter betwee	n:	
ON THIS THE DAY	/ OF	
BEFORE THE HONOU	RABLE	
IN COURT		
		PLAINTIFF
		FLAINTIT
and		
		DEFENDANT

DRAFT ORDER

After having considered the papers filed of record and after having heard counsel for the Plaintiff the following default order is granted:

- 1.
- 2. The Defendant is ordered in terms of section 17(4)(a) of the Road Accident Fund Act 56 of 1996 to reimburse 100% of the Plaintiff for the costs of any future accommodation of the patient in a hospital or nursing home, or treatment or rendering of service to her or supplying goods to her arising out of injuries sustained by patient in a motor vehicle accident on which the cause of action is based, after such costs have been incurred and upon proof thereof.
 - 2.1. In addition, the undertaking shall include the costs of the creation of the trust referred to in below, the costs of annually obtaining a security bond as required and the costs of the trustee in respect of the administration of the trust.

- 3. The Plaintiff's attorneys of record shall retain the aforesaid amount, net of the attorney's fees and costs, in an interest-bearing account in terms of Section 86 (4) of Legal Practice Act, for the benefit of the Plaintiff, pending the creation of the trust referred to below and the issuing of letters of authority.
- 4. The trustees are authorized to recover from the Road Accident Fund for the benefit of the trust all costs incurred by them which are payable by the Road Accident Fund under its undertaking in terms of Section 17(4)(a) of the Road Accident Fund Act, 56 of 1996, including the costs of the creation of the trust and the costs of furnishing security.
- 5. The Attorneys of Record in the action are ordered to establish a Trust for the benefit ofand the nett proceeds of the action on his behalf, after the deduction of taxed attorney own client costs is to be deposited to the credit of such Trust.
- 6. The terms of each such trust are to include:

The	proposed	Trustee is	3	(ld N	Number)
of	,	whose wr	itten conse	ent to act	as T	rustee in	the T	rusts is
anne	exed hereto	marked ")	(1"					

- 7.2 The trustee is required to furnish security for the administration of the assets of the trust. The Trustees fees for the administration of the trust are to be calculated at the rate of 1% per annum of the trust assets under administration.
- 7.3 The trustee shall administer the trust subject to the powers and terms, which follow.
- 7.4 The trustee must in writing accept her/their appointment as such and the benefits and duties conveyed by the trust deed, and acknowledge

- receipt of the donation in terms of which the trust will be established. A body corporate may be a trustee.
- 7.5 The trustee may at any time in writing appoint additional trustees, or one or more trustees to succeed any or all of them, or one or more agents with powers of substitution and delegation, to perform any acts on their behalf. If ever there is no trustee, the person who keeps the books of the trust or any beneficiary may call a meeting of the beneficiaries, assisted by their guardians if applicable, which meeting shall appoint a trustee or trustees, failing which the Master will appoint a trustee.
- 7.6 A trustee shall cease to act as such if he/she resigns, or becomes mentally disturbed or ill, or alcoholic, or incompetent or unable to act as trustee, or being a corporate body, it is liquidated. If any trustee ceases to act, the remaining trustee/s shall continue to act and shall have full powers in terms hereof.

- 7.7 Any trustee or trustee's agent who is a professional person will be entitled to perform professional work for the trust and to charge reasonable professional fees for such services over and above the fees allowable to the Trustee as set out herein and The Master of the High Court is entitled to call for taxation of any fees so charged.
- 7.8 The trustee has the power to perform in the name of the trust or in their own name on behalf of the trust, any acts and enter into any contracts and undertake any obligations, whether commercial or otherwise, which may be done by a natural person of full legal capacity, which powers include but are not limited to the following:
 - 7.8.1 To purchase or acquire in any way stock-in-trade, plant, machinery, land, buildings, agencies, shares, debentures and every

other kind or description of movable and immovable property;

- 7.8.2 To manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account of in any way otherwise deal with its undertaking or all or any part of its property and assets;
- 7.8.3 To apply for, purchase or by any other means acquire, protect, prolong and renew any patents, patent rights, licenses, trademarks, concessions or other rights and to deal with and alienate them;
- 7.8.4 To borrow money;
- 7.8.5 To secure the payment of moneys borrowed in any manner including the mortgaging ceding and/or pledging of property;
- 7.8.6 To lend money to any person or company;
- 7.8.7 To invest money in any manner;
- 7.8.8 To open and operate banking accounts and to overdraw such accounts;
- 7.8.9 To make, draw, issue, execute, accept, endorse and discount promissory notes, bills of exchange and any other kind of negotiable or transferable instruments;
- 7.8.10 To enter into indemnities, guarantees and suretyship and to secure payment thereunder in any way;
- 7.8.11 To form and have an interest in any company or companies for the purpose of acquiring the undertaking or all or any of the assets or liabilities of the company or for any other purpose which may seem, directly or indirectly, calculated to benefit the trust, and to transfer to any such trust or companies the undertaking or all or any of the assets or liabilities of the trust;
- 7.8.12 To take part in the management, supervision and control of the business or operations of any other company or business and to enter into partnerships;
- 7.8.13 To make donations:
- 7.8.14 To undertake and execute any trust;
- 7.8.15 To act as principals, agents, contractors or trustees;
- 7.8.16 To pay gratuities and pensions and establish pension schemes, profit-sharing and plans and other incentive schemes; and

- 7.8.17 To enter into contracts anywhere in the world and to execute any contracts, deeds and documents in any foreign country.
- 7.9 The trustee may determine his own procedure.
- 7.10 The assets of the trust may be held in the name of the trust, or the trustee or any nominee of the trustee, if appropriate.
- 7.11 The trustee has an absolute and unlimited discretion, in all matters relating to the trust but they may not act contrary to this order and the trust deed to be drafted in accordance herewith.
- 7.12 The trustee and/or her successor or successors shall be required to provide security for the due administration of the trust.
- 7.13 The trustee shall not be personally liable to the beneficiaries for any trust losses, except caused by gross negligence or deliberate wrong.
- 7.14 The trustee shall under no circumstances be personally liable to creditors of the trust.
- 7.15 The beneficiary,, who for income and capital, is...., and any of his biological or legally adopted child/ren for whom he/she would be responsible for in law to maintain and support.
- 7.16 No asset, capital or income of the trust will vest in any beneficiary until such is actually paid over, handed over or delivered by the trustee to the beneficiary. No capital or income benefit to which any beneficiary is or may become entitled by virtue of this trust deed shall, prior to actual payment or transfer thereof by the trustees to the beneficiary, be capable of being ceded, assigned or pledged, or transferred in any way, or be capable of attachment by any creditor or trustee of a beneficiary upon insolvency, unless the trustees consent thereto in writing.
- 7.17 The trustee may in his absolute discretion, at any time prior to termination of the trust, transfer or pay any part of the trust fund to one or more of the beneficiaries, as the free and absolute property of such beneficiary.
- 7.18 Any asset or money which beneficiary receives pursuant to this trust deed shall not form part of any joint estate, and shall not be subject to any marital power.

7.19 The trust deed can only be amended in writing with the consent of the Master of the High Court and, failing such consent, with the leave of this Court provided however that no amendment which is in conflict with the provisions of the Court Order may be effected without the prior leave of the Court having been granted thereto.

prior leave of the Court having been granted thereto.			
	BY ORDER		
	REGISTRAR OF THE HIGH COURT		
COUNSEL FOR PLAINTIFF :			
ATTORNEY FOR PLAINTIFF	:		
ATTORNEY FOR DEFENDANT	:		



62 Andries Pretorius Avenue, Monument, Krugersdorp. PO Box 262, Rant en Dal, Krugersdorp 1751. 011 953 4152 062 183 6146 Dorita@ferox.co.za

Date: 17 October 2022

CONSENT TO ACCEPT APPOINTMENT AS TRUSTEE

Court: High Court of South Africa, Gauteng High Court Division, Pretoria

Patient: Rumay Oosthuizen Identity Number: 000331 0259 084 Case number: 76010/2018

Attorney: De Broglio Attorneys

I, Johan Britz, with identity number 580317 5018 086 hereby confirm that I am willing to accept an appointment as Trustee to Ms. R Oosthuizen

The details pertaining to my experience and academic record can be summarised as follows:

A. ACADEMIC QUALIFICATIONS

I attained the B.Com degree from UNISA in 1993, where after I proceeded to attain the B.Com Honours degree in Financial and Investment Management from UNISA in 1998. I successfully completed and attained the Post Graduate Diploma in Financial Planning (CFP qualification), specialising in Estate Planning, from the University of the Free State in 1999. I have also successfully completed the new Post Graduate Diploma in Estate and Trust Administration via the Law faculty of the University of the Free State in 2018 for the qualification as a Fiduciary Specialist. I am also a member of the Fiduciary Institute of South Africa (FISA)

B. EXPERIENCE

I have extensive experience (in excess of 15 years) in the creation and management of Trusts and Curator Bonis cases.

I have been working in the Insurance and Accounting industry for more than 20 years and have been running my current practice since 1998.

I am frequently appointed as a Curator *Bonis* and Trustee, either as an individual, or in my capacity as representative of Ferox Estate and Trust Administration Services (Pty) Ltd for various Special Trusts.

Johan Britz (Director) | Dorita Dempers (Director)

REFERENCES AT MASTER OF THE HIGH COURT C.

I am well acquainted with the Master of the High Court in both Johannesburg and Pretoria, and deal with them on a regular basis:

Master Pretoria: Contact person: Adv. Jackie Neethling, Tel 012-339-7844 Master Johannesburg: Contact person: Mr Alpheus Kekana, Tel 011-429-8098

D. CONSENT TO ACT

I confirm that, if appointed as Trustee to Ms. R Oosthuizen, I will:

- a) Receive and manage the assets entrusted to me for the sole benefit of Ms. R Oosthuizen;
- b) Manage and invest the assets according to the guidelines stipulated in the Court Order and as provided by the Master of the High Court for the sole benefit of Ms. R Oosthuizen; and
- c) Furnish the Master of the High Court with Security for the Funds entrusted to me for management on behalf of Ms. R Oosthuizen

Trustee to be appointed as the Professional Independent trustee: Ferox Estate and Trust Administration Services (Pty) Ltd registration number 2014/161824/07 represented by Johan Britz ID 580317 5018 086

I further confirm that I have never been removed as a Trustee or a Curator Bonis and that I am not insolvent.

I trust that you will find the same in order.

Yours sincerely,

1BAZ

B Com (Hon), Dip Financial Planning, CFP Advanced Diploma in Estate and Trust Administration FPSA

Fiduciary Specialist
Member of the Fiduciary Institute of South Africa

Cell: 0825771081



62 Andries Pretorius Avenue, Monument, Krugersdorp. PO Box 262, Rant en Dal, Krugersdorp 1751. 011 953 4152 062 183 6146 Dorita@ferox.co.za

AFFIDAVIT

Re Proposed Trustee Fees

With reference to our Trust Deed and the proposed remuneration under clause 25:

I, the undersigned, Johan Britz ID 580317 5018 086 in my capacity as the representative of the company Ferox Estate and Trust Administration Services (Pty) Ltd with registration number 2014/161824/07 hereby confirm the following:

- There is no regulated fee for the services of an Independent Professional Trustee. The Trust
 Property Control Act, section 22 reflects that; A Trustee shall in respect of the execution of
 his official duties be entitled to such remuneration as provided for in the Trust instrument
 or, where no such provision is made, to a reasonable remuneration, which shall in the event
 of a dispute be fixed by the Master.
- 2. In Trust administration practice countrywide, we have noted that there is no specific regulated fee structure or guideline as each Trustee calculates their fees in accordance with the workload for a specific matter. In practice and in having extensive experience within the industry of 20 years, with more than 100 Trust administration matters, the fees, as calculated are justified in accordance with the workload of each matter. In comparison to fee structures and services offered by large Trust Administration companies, our fees are seen as reasonable compensation for the extensive services we offer to our clients.
- The Trust registration fee is calculated in terms of the workload and costs incurred when registering a Trust with the relevant Master of the High Court's office.
- 4. The once off initiation fee is calculated based on the workload during the first two years of the Trust Administration. Various meetings are held with the beneficiary and family members within this period as a method of education to teach them how and why we conduct estate planning for their sole benefit and to ensure that they understand the relevant processes in compliance with the guidelines provided in the Court Order.
- The ongoing annual Trustee fee is calculated, based on the workload throughout the year which includes maintaining the Trust bank account, making regular payments to the

Johan Britz - Director // Dorita Dempers - Director

beneficiary or directly to service providers for the benefit of the beneficiary, receiving various requests from the beneficiary and drafting the relevant documentation reflecting the necessary calculations to see if the beneficiary's request is viable in accordance with the Trust funds available. We do extensive estate/lifelong planning to ensure that the available funds would be sufficient and able to provide the beneficiary with an income to sustain a basic lifestyle until the age of morality or until the age of Trust termination has been reached. This also includes updating Trust records, drafting of annual financial statements, safekeeping of documents, preparation for and attending of annual meetings, submission of claims in accordance with an undertaking provided where applicable and any other needs or assistance that the beneficiary may require.

THUS, SIGNED AT KRUGESRDORP ON THIS 24th DAY OF AUGUST 2022.

J Briz

As representative of Ferox Estate and Trust Administration Services (Pty) Ltd

I certify that the deponent has acknowledged that he knows and understands the contents of the affidavit, and that he considers the oath binding on his conscience. The affidavit was sworn to before me and deponent's signature was placed thereon in my presence at Krugersdorp on this 24th day of August 2022.

JULIETIE STOTHERT
E. Offision Financial Planner
2 Paardekraal Drive, Kringersdorp, 1739
Tel: 01303 4152
Date 24/08/2022

Commissioner of Oaths



24 APRIL 2023 - OPEN COURT AT 8H30 IN 4G

BEFORE THE HONOURABLE JUSTICE MILLAR

		DAE	51048/21
	VS	RAF	61269/21
1. PHETLAS	VS	RAF	
2. MALULEKA KM		RAF	27098/20
3. NGWAKO	VS		91618/15
	VS	RAF	10414/22
4. NARE P	VS	RAF	
5. RAFUTHO MK		RAF	7511/21
OLUDA BAE	VS		8078/22
	VS	RAF	48758/21
7. MASHIANE BL	VS	RAF	
8. SIDWABA MU		RAF	26407/21
9. MABASSO PP	VS		



25 APRIL 2023 OPEN COURT AT 8H30 IN 4G BEFORE THE HONOURABLE JUSTICE MILLAR

1	SHIRINDI J	VS	RAF	38259/21
2.	MAHLANGU JM	VS	RAF	26900/21
3.	BASSON JJ	VS	RAF	19242/18
4.	KHOZA NS	VS	RAF	70373/11
5.	NDLOVU P	VS	RAF	56765/17
6.	MUZONDO G	VS	RAF	17405/21
7.		VS	RAF	37842/21
8.	MKHIZE W	VS	RAF	28930/22
9.	MKHWANAZI NA	VS	RAF	15947/22



26 APRIL 2023- OPEN COURT AT 8H30 IN 4G BEFORE THE HONOURABLE JUSTICE MILLAR

1. NKWANA MT	VS	RAF	31874/22
2. CHULA PJ	VS	RAF	9511/18
3. MOKONE K	VS	RAF	79497/18
4. NHLAPO JD	VS	RAF	22721/18
5. LEDWABA S	VS	RAF	11766/16
6. MOKWENA RT	VS	RAF	10586/22
7. KEWANA B	VS	RAF	66315/18
8. MABUA KJ	VS	RAF	13924/21
9. MAWELA ML	VS	RAF	62979/21
10. MOSIA GB	VS	RAF	86365/19
11. MATJIU E	VS	RAF	43834/18



28 APRIL 2023 - OPEN COURT AT 8H30 IN 4G ON 26 APRIL 2023 BEFORE THE HONOURABLE JUSTICE MILLAR

1.	ENGELBRECHT B	VS	RAF	44766/21
2.	JOHNSEN M	VS	RAF	87320/19
		VS	RAF	2879/15
4.	MASHABANE NH	VS	RAF	26339/21
5.	MAANASO SA	VS	RAF	32388/22
6.		VS	RAF	7728/22
7	THOKOANE MLP	VS	RAF	27136/21
8.	BOTMA CM	VS	RAF	4277/20
9.		VS	RAF	31875/22