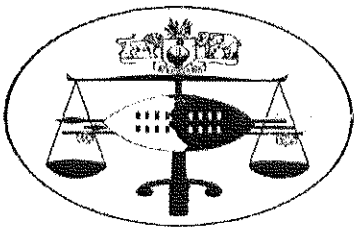


IN THE SUPREME COURT OF ESWATINI

Case No. 31/2023

HELD AT MBABANE

In the matter between:

MFOKOLOZI MAZIYA	**Appellant**
And	
RUDOLPH MAZIYA	**1st Respondent**
STANDARD BANK ESWATINI LIMITED	**2nd Respondent**
THE REGISTRAR OF DEEDS N.O.	**3rd Respondent**
THE ATTORENY GENERAL	**4th Respondent**

Neutral Citation: *Mfokolozi Maziya Vs Rudolph Maziya and 3 others (31/2023) [2024] SZSC 62 (21st March 2024).*

Coram: **S.P. DLAMINI JA, S.B. MAPHALALA JA AND N.J.HLOPHE JA.**

Date Heard: **24th November 2023.**

Date handed down: **21st March 2024.**

SUMMARY

Civil Appeal – Appellant appealed a decision of the High Court in which it decided that an agreement of sale of property between the Appellant and his father which culminated in the transfer of the said property's tittle from the latter to Appellant was not a sale but a disguised transaction (simulated transaction) – The issue is whether the Court a quo correctly decided the matter as well as whether the orders issued by the said Court are valid.

JUDGMENT

HLOPHE JA

[1] The Appellant appealed a Judgment of the Court *a quo* per T.L. Dlamini AJ, delivered on the 17th April 2023. In the said judgment the Court *a quo* said the following, whilst granting the applicant's (now appellant's) application and by extension the order prayed for, as expressed in paragraph 8 of the said judgment as read together with its subparagraphs:-

"8.1 *In the light of the above considerations I find that on a balance of probability (sic) the transaction between the Applicant and the first Respondent was simulated. No real rights were intended to pass to the first Respondent, over the said immovable property.*

8.2 *In the premise the Applicant has made out a case for the grant of the declaratory orders sought in the Notice of Motion. Therefore I grant the following orders:-*

8.2.1.(a).*The Applicant is declared to be the rightful owner of the immovable property being portion 59 (a portion of portion 26) of Farm No.11 situate in the Manzini District.*

(b) *The Deed of sale in respect of the immovable property mentioned above and dated the 28th February 2013, between Applicant and first Respondent is hereby set aside.*

(c) *Transfer of the said immovable property mentioned in (a) above from Applicant to first Respondent is hereby set aside.*

(d) *The third Respondent is hereby ordered to cancel and expunge from its records the transfer of the said immovable property mentioned in (a) above, to the first Respondent and to restore the Applicant as the registered owner of the said immovable property.*

(e) *The second Respondent is ordered to substitute the first Respondent with the Applicant as the Mortgagor and to provide Applicant with all the relevant information regarding the mortgage bond.*

8.2.2 Each party will bear its costs.

[2] In his Notice of Appeal the Appellant stated the following which formed his grounds of appeal:-

2.1 The Court *a quo* erred both in fact and in law by granting the application sought on the basis that the transaction was a simulated sale. This is in the face of clear evidence of a valid and complete sale of the property including the transfer of the property into Appellant's name.

2.2 The Court *a quo* erred both in fact and in law by holding that there was no payment of the purchase price when there is clear and uncontroverted evidence that the said purchase price was paid by the 2nd Respondent to Eswatini Bank which had held a bond over the property.

2.3 The Court *a quo* erred both in fact and in law by failing to consider that there was a valid, lawful and enforceable sale transaction which did not involve any fraud element.

2.4 The Court *a quo* erred both in fact and in law by failing to consider evidence that the Appellant had other financial obligations to other banking institutions apart from the 2nd Respondent bank. The evidence shows that the immovable property in *casu* was also extended to cover Appellant's other obligations to them.

2.5 The Court *a quo* erred both in fact and in law by granting the interdict sought when the first Respondent did not fulfill the requirements of an interdict.

2.6 The Court *a quo* erred both in fact and in law by allowing the 1st Respondent to acquire the property without providing adequate compensation to the Appellant.

[3] The facts of the matter reveal that the first Respondent and the Appellant concluded an agreement which on the face of it was one of the sale of the First Respondent's above mentioned property, described fully as Portion 59 (a portion of portion 26) of farm No.11, Manzini District. The terms of the agreement of sale of the land in question were expressed in a Deed of sale signed by the parties to it on the 28th February 2013. The Deed of sale in question was annexed to the Application that served before the Court *a quo* as annexure "RM1" and forms part of the record of proceedings serving before this Court.

[4] Otherwise the Deed of sale was very clear on what it provided for and represented. It for instance provided that it represented a sale of the property in question by the First Respondent to the Appellant. It further provided what the purchase price was – that is a sum of E1,128,309.00 - including when it was to be paid as well as the manner of such payment. The purchase price mentioned *ex facie* the deed of sale was to be paid by means of a guarantee issued by a bank and it was to be payable against registration of the property in the name of the purchaser. It is now history that indeed the property was registered in the name of the Appellant as the purchaser, which makes the conclusion inescapable that the purchase price was paid as stipulated in the agreement. This is because there is no disputing that. The current impasse

appears to be a very recent phenomenon which arose, if the letters exchanged between the parties in relation to the dispute are anything to go by, sometime in 2020, some seven (7) or so years after the signing of the deed of sale and the subsequent transfer of the property.

[5] Otherwise the regularity of the sale, appears to have been confirmed by the Deed of Transfer of the same property which records on its face the provisions of the power of attorney. In expressing this phenomenon the Deed of transfer provided as follows at what I would loosely term its second paragraph as it is not really numbered:-

"And the said Appearer declared that his said principal had truly and legally sold and that he, the appearer, did by these presents, cede and transfer in full and free the property to, and on behalf of, Mfokolozi Brenner Maziya"

[6] It is important to note that the appearer referred to or concerned, was the conveyancer who effected the transfer of the property after he was avowedly authorized to do so by the first Respondent, Mr Rudolph Dumezweni Maziya, as his Principal. There is no disputing that Mr Rudolph Maziya had signed the Power Of Attorney relied upon to effect the said transfer. It otherwise defeats logic how a person signs a document having the effect this one was bound to have if he meant anything else than what appears ex facie that document. One would, in my view, have to work hard to convince anyone that he meant something else than what the words say ex-facie that document.

[7] A further feature recorded in the Deed of Transfer with regards the transfer of ownership in the property from the appearer's principal aforesaid to the Appellant, was expressed in the following terms in the latter critical paragraphs of the Deed of Transfer:-

> *"Wherefore the Appearer renouncing all the rights and tittle - which his said Principal heretofore had to the premises and in consequence also acknowledging his said principal to be entirely dispossessed of and disentitled to the same and that by virtue of these presents, the said Mfokolozi Brenner Maziya his heirs, executors, administrators or assigns, now is and hence forth shall be entitled thereto, conformable to local custom, Government, however, reserving its rights.*
>
> *And finally declaring that the property was sold on the 28th day of April, 2013, for an amount of E1, 128,309.00 (One Million One Hundred and Twenty Eight Thousand Three Hundred and Nine Emalangeni).*

[8] Post the sale and transfer of the property forming the subject matter of these proceedings, the rights of the First Respondent to the premises concerned were now expressed in a lease agreement which expressly provided that it was concluded between the Appellant and the First Respondent herein. It described the Appellant – by now the owner of the property - as the Lessor whilst the First Respondent – who was no longer the owner of the property owing to his sale and transfer of tittle in it to the Appellant - as the Lessee. The property said to be leased by the Lessor to the Lessee was described as Portion 59 of Farm II, Hhelehhele, Manzini District, which was no doubt the same as that sold to the Appellant herein. The rental was provided as a

monthly sum of E12 000.00 (Twelve Thousand Emalangeni) which was to be paid into a certain specified account obtainable at the Mbabane Branch of Standard Bank. Rather significantly, it provided at its paragraph 4, that if the lessee failed to pay the agreed monthly rent as it fell due; which was to be by the 1st day of the month it was to fall due, or in the event of the Lessee breaching any other condition, the lessor was to be entitled to terminate the lease agreement in terms of the terms of the supporting memorandum of understanding. The other terns are in my view not significant for purposes hereof.

[9] It is obvious that this lease agreement was meant to clarify how it came about that notwithstanding the sale and transfer of the property from the First Respondent to the Appellant, the former and his family remained in the said premises which has persisted to this day. It sheds further light that the First Respondent and the Appellant are related; they being father and son respectively and the decision they had taken not surprising in the circumstances.

[10] Notwithstanding what appears to be the clear provisions (and even effect) of the above documents with regards the tittle to the property in question the Applicant instituted proceedings before the Court *a quo* and there sought the Orders eventually granted by the said Court as are listed in the sub paragraphs of paragraph 1 above where there was recorded paragraphs 8.1 - 8.2.1 (a) – (e) and 8.2.2 of the said judgment. The thrust of the First Respondent's case was that the real agreement between him and his son the Appellant, was

not that of the sale of the property in question between the two of them, but that of him having asked his said son who had agreed thereto, to hold the property concerned on his behalf. He said he was actuated to do so by the fact that when he looked forward he noted that he was then close to retirement. He said that he realized further that if he indeed retired, he would not afford to pay the bond instalments required of him to pay off the loan he had been granted by the Eswatini Bank (Swazi Bank) relating to the same property.

[11] He clarified that the monthly instalments he paid towards the bond was a sum in excess of E20 000.00 (Twenty Thousand Emalangeni) a month which he realized he could not afford to pay after retirement. Looking at the Appellant's employment and his age – the Appellant then was employed by Standard Bank where he is alleged to have had access to loans and in terms of age he was relatively young and still had many years of service remaining in his credit before retirement - it was allegedly concluded that the Appellant as 1st Respondent's son was best placed to assist the First Respondent pay the then outstanding monies and through taking over the bond. From his employment it was contended that Appellant was guaranteed of a longer period of servicing the bond at a reduced monthly instalment; alleged by the First Respondent to be around E5 000.00 (Five Thousand Emalangeni).

[12] It was alleged that whereas the value of the property in question was over E6 000 000.00 (Six Million Emalangeni), the balance remaining on the bond at the time was a sum of E1, 128,309.00(One Million One Hundred and Twenty Eight Thousand Three Hundred and Nine Emalangeni). In the Deed of Sale

and the Deed of Transfer forming the crux of this matter and cited in the material paragraphs above, the latest sum referred to herein above was described as the purchase price payable (and actually paid), by the Appellants to enable the transfer of the property to its new owner, yet the First Respondent wants to say the purchase price was not paid by the Appellant. A closer look at the papers clarifies that the transfer of the property to the Appellant was effected on the understanding that the purchase price had been paid inline with the manner of paying it suggested in the deed of sale and the deed of transfer described above.

[13] Contrary to what the Lease agreement provided in order to enable the first Respondent and those holding under him remain in possession of the property sold and transferred to the Appellant, which was that the First Respondent was to pay a monthly sum of E12 000.00 (Twelve Thousand Emalangeni) per month as rent, the First Respondent does not acknowledge in his papers that he was required to pay rent, let alone in that amount, in order to remain in those premises. Instead he says it had been agreed that he pays a sum of E5 000.00 (Five Thousand Emalangeni) as a monthly instalment towards settlement of the bond. Whatever amount was paid it cannot be denied that the First Respondent was, on the facts, not consistent in paying whatever it is that was required of him. It is difficult to tell how the matter could have been resolved in this regard without these apparent disputes of fact and inconsistences having been resolved through the tried and tested mechanism of doing so, namely the hearing of viva – voce evidence.

[14] Otherwise the First Respondent insisted in his papers that the sale between them was simulated. I must say that it is not easy to appreciate the legal nature of the alleged real transaction said to have been concluded between the two on the papers, if it was not a sale. Otherwise whatever the case was, I have noted that normally - and this is from previous cases – there would in the shadow or stead of the supposed existing agreement, be a well-known legal transaction such as for instance a pledge. See for instance the case of **Vasco Dry Cleaners V Twycross 1979 (1) SA 602 (A)** and that of **Philip Fanelo Dlamini V Frederick Hawley t/a Penrose Pawn Shop (1494/2011) [2014] SZHC 54 (3rd April 2014).** Here one only hears the First Respondent contending that the Appellant was being asked to hold over family or his father's property by somehow utilizing his own resources without it becoming clear what it is he was allegedly going to gain or benefit from the arrangement, particularly as concerns his own credit rating afterwards and the ability to access other loans.

[15] For his own, the First Respondent contended in his papers that the Appellant had failed to pay the purchase price. This he not only contended in his papers, but also covered in terms of his letter of demand, dated the 20th July 2022, bearing the tittle, **'Notice to remedy breach of Deed of Sale'.** In it the Appellant was called upon to remedy its alleged breach of the deed of sale said to have been entered into on the 28th February 2013. The nature of the remedy called for was put as follows in paragraph 2 and 3 of the letter of demand referred to:-

"2. *You are hereby notified to remedy your breach of the deed of sale Entered into between you and Rudolph Maziya dated the 28th February 2013.*

3. *In... (a word that is so faint it cannot be read) you are required to pay the purchase price and ancillary costs within seven (7) days of receipts of this letter, failure to which will activate clause 6 of the Deed of sale".*

[16] I can only comment that as at that point, the First Respondent appears to have intended enforcing a sale agreement between the two of them. This is in conflict or even inconsistent, with his later denying the existence of a sale agreement between them. Taken at face value that would mean that the subsequent denial of concluding a deed of sale but some other agreement was an afterthought. I must however disclose my further observation that there is annexure RM4 which is a letter dated the 6th March 2020 some of whose contents are unfortunately not fully legible to read and comprehend in its entirety. It was allegedly written by the First Respondent. Despite its lack of legibility, I do see some snippets of it which read like "... Building Society bank account primarily because the house belong to... on my behalf under a special family arrangement..." I also equally acknowledge another letter also dated the 6th March, 2020 which is more legible as it indicated or suggested, at the closing salutation, that it was written by the Appellant, although it is not signed by either him or anyone else. It is addressed to attorneys of Standard Bank and it is marked "RM 5". This letter provides as follows on the relevant and material part of it:-

"Reference is made to a discussion my brother Tiyamike Maziya and I had with you in your office on March 5, 2020 regarding the above noted property (portion 50 of Farm11, Hhelehhele, Manzini. I write to confirm my request for your Law firm to postpone the planned auction of the referenced property which is scheduled to take place on March 20, 2020. This request is based on assistance from my father Rudolph Maziya, who has committed to pay monthly instalments of E3000.00 directly to the Building Society on my behalf. The intention is for the arrangement to take with (sic) effect from the end of March 2020. We undertake to pay the entire amount once we receive payment of proceeds from projects the family is currently working on. I remain open to considering other possible options.

My father and brother are getting involved in this matter because the property in question belongs to my retired parents on whose behalf I am a care taker. I have attached a commitment letter from my father as testament of the seriousness and legitimacy of the request. Kindly note that I make this request without prejudice".

[17] Worthy of note with regards the two letters is that at paragraph 24.3 of the answering affidavit, the Appellant said the following:-

"I am not the author of the Applicant's annexure "RM5" and it does not bear my signature. This Honourable Court is humbly implored to take judicial notice of the fact that it is crafted in exactly the same

manner e.g. Font, as Applicants' (First Respondents') annexure "RM4" which was authorized by him and bears his signature".

[18] In a nutshell the first Respondent dissociated himself from the contents of "RM4" and RM5". This means that to find otherwise, the Court should have heard viva voce evidence from witnesses and from there gone on to evaluate and or assess that evidence for it to legitimately conclude in a particular way or manner.

[19] For its part the Appellant denied in its papers that the agreement of the sale of the Hhelehhele property to it by the First Respondent was not a genuine one. The Appellant maintained that the agreement concluded between the two of them was for the sale of the property described in the Deed of sale which was eventually transferred to the Appellant by means of the power of attorney allegedly signed by the by the First Respondent, whose terms are revealed in the Deed of Transfer and I have already alluded to them above. The Appellant contended further that proof that the agreement between the two of them was a genuine sale of the property in question, was the fact that the agreement brought about all the legal consequences as would flow from a sale of property between two intending parties. It for instance resulted in the formal transfer of the property in question which was after he had arranged with his bank of the time, Standard Bank who guaranteed and eventually paid the agreed purchase price, thereby clearing the interest held in the property concerned by Eswatini Bank.

[20] Appellant further contended that whatever contention there was on the nature of the agreement between them, it could not have been anything else than a sale, when considering that it had affected the rights of some interested third parties such as the two banks in exactly the same or even the only way a sale would in law. It was argued that simulated transactions would in law only affect the contracting parties and would not impact on innocent third parties. Contrary to what the first Respondent had contended, namely that the Appellant had been given the Hhelehhele property to look after it on behalf of the First Respondent and his family, the Appellant maintained there had been a sale and transfer of the property to him as its owner and that First Respondent and those holding under him were allowed to occupy it on the basis of a lease agreement signed between him and First Respondent.

[21] The Appellant further told a long story on how he had lost his other property at Tubungu Township, whilst trying to save the Hhelehhele property. He further revealed how acrimonious the relationship between him and his father, the first Respondent had since become. He attributed that to the latter taking a side against him in a dispute he had had with his brother Tiyamike, with regards the shareholdership or directorship rights in a company known as **Lion Heart (PTY) LTD.**

[22] Although there is an email marked 'RM 9' to the answering affidavit in which the Appellant is recorded as having stated thereon that he held the property in question (the Hhelehhele property), on behalf of his parents who were since retired, who are the First Respondent and his wife, the mother of the

Appellant, the latter tried to explain same and denied that it meant that he was acknowledging that he was not an owner of the property. Whereas the letter does sound like an acknowledgement by the Appellant on the ownership of the property concerned, it in reality only stands diametrically opposed to what is contained in the three documents referred to above which are namely the Deed of Sale, the Deed of transfer and the Lease agreement concluded between the two contracting parties. It therefore in my view cannot, considered alone, be said to be conclusive on the question for determination namely, what is the status of the Hhelehhele property in law? Was it ever sold? Was the transfer and registration of it of no moment in law? What is the plight of third parties who dealt with the parties on the understanding the transfer documents meant what they suggested on their face? It in fact compounds the problem making the subjection of the matter to oral evidence or testimony the only plausible and credible method in my view to clear the problems that crop up and arrive at the true intention of the parties concerned in concluding the agreement they did.

[23] The Appellant maintained in his papers, that which he repeated in his submission before Court, that there were at best disputes of fact which needed to be resolved through oral testimony. From what I have observed in numerous cases which dealt with the principle of simulated transaction, such matters are normally dealt with by means of a trial or the hearing of oral evidence from the parties. Again the cases of **Vasco Dry Cleaners V Twycross 1979 (1) SA 602 (A)** and the local one of **Philiph Fanelo Dlamini V Frederick Hawley t/a Penrose Pawn Shop (1494/2011) [2014] SZHC 54 (3 April 2014)** are testimony to this observation.

[24] Owing to the nature of the matter, which is the fact that same is attended by serious disputes fact which make it difficult for one to conclude on the papers what the real intention of the parties was when they agreed on what they did, I have no difficult concluding that the papers in support of the case for the one side are in serious conflict with those in support of the case of the other side.

[25] The position of our law is long settled that Application proceedings are not ideal for matters mired in disputes of fact or even inconsistences. Such matters are normally resolved through the hearing of oral testimony through which in-depth questions will be posed to witnesses so as to determine, on a balance of probabilities, what the real situation or position is. The case of **Room Hire Co. (PTY) LTD VS Jeppe Street Mansions (PTY) LTD 1949 (3) SA 1155 (T)** is authority for these contentions. The following position is stated in **Herbstein and Van Winsen's** book **'The Civil Practice Of The Supreme Court Of South Africa' 4th Edition, Juta And Company at Page 234**:-

> *"It is clearly undesirable in cases in which the facts relied upon are disputed to endeavor to settle the dispute of fact on affidavit, for the ascertainment of the true facts is effected by the trial judge on considerations not only of probability, which ought not to arise in motion proceedings, but also of credibility of witnesses giving evidence viva voce. In that case it is more satisfactory that evidence should be led and that the court should have the opportunity of seeing and hearing the witnesses before coming to a conclusion. But where the facts are really not in dispute, where the rights of the parties depend upon a question of law, there can be no objection, but on the contrary a manifest advantage*

in dealing with the matter by the speedier and less expensive method of motion."

[26] I observe that in its order the Court *a quo* said that it had concluded as it did in one of the aspects of the order it made on the basis of probability. It is clear on this aspect alone that it was erroneous for the court a quo to have attempted to do that in motion proceedings without the aid of at least oral testimony.

[27] I could be saying more about how unsatisfactory it is for a Court to order that a mortgage bond concluded between two parties to it or between two entities, should have one of the parties substituted by another one, when the other party to that bond (the bank) has not been heard specifically on that question. It seems to me to be that if for whatever reason the bank had not entered an appearance to defend or oppose the matter, it was still incumbent upon the Court *a quo* to issue a *rule nisi* on that question so that the bank as the party in question could show cause why that order could not be granted. These would be for the bank to be heard specifically on that subject or question. I am otherwise convinced that in the circumstances of the matter an order substituting a party to a contract with a different one who played no party in its conclusion, if it ever can be done in law, it would require at least the party who is being ordered to contract with the new party altogether to be heard prior to its grant or confirmation. This is because of the principle of freedom to contract which emphasizes that in the modern law of contract a person should generally be free to choose with whom and on what terms he contracts with another person or party as long as he remains within the legal

propriety or otherwise of such orders has to await the ascertainment of the true intention of the parties in concluding the agreement referred to.

[30] For the same reasons it is also not necessary for me to consider in detail the principles in connection with a simulated transaction. It suffices that whether or not they should be considered as applicable, it should be a matter for the stage after having determined what the true intention of the parties was which in the circumstances of the matter can only be after the hearing of oral evidence to resolve the underlying disputes of fact and other related matters.

[31] Before closing, it is important to record that prior to hearing the appeal serving before us, we noted that whereas the papers suggested that the issues in the matter were somewhat complex as they involved deep principles of law, the Appellant appeared to be intent on arguing his appeal personally. Adding to the complexity of the matter was the fact that the dispute appeared to be more a family dispute or misunderstanding as the main protagonists were a father and son which does not normally happen. This factor alone appeared upsetting to the parties on its own and also to have the likelihood of being emotionally sapping. We felt that it was the kind of matter where it would be ideal for a party not to personally represent himself if it could be avoided as there was always a likelihood of emotions taking over and clouding issues that a neutral mind may not get clouded by in the interests of justice and the parties themselves. We decided to stand down the matter to a future date whilst inviting the Law Society of Eswatini and the Attorney General - at least with

a view of a possible utilization of the newly established Legal Aid given that the Appellant had made it clear that whilst he saw the need to instruct counsel or an attorney to represent him he did not have the means to do so. Whilst the Attorney General and the Law Society both availed themselves through specified officers of this Court, for which we thank them, and expressed an understanding of the court's sentiments, it became clear the situation could not be helped. The matter could not be resolved anyhow else. It therefore had to be continued with.

[32] Having said all I have above, I am of the considered view that the matter is attended by material disputes of fact with regard the intention of the parties when they concluded what on the face of it was an agreement of the sale of land or property in question. To avoid complicating the matter further, it seems advisable that the orders of the Court *a quo* be set aside for the inquiry to begin on a clean slate. It is otherwise clear that the principles on simulated transactions can only become applicable after the question of the intention of the parties in the said sale shall have been resolved.

[33] Consequently the Appellants appeal succeeds to the extent that the matter that served before the Court *a quo* was mired in disputes of fact which could only be resolved through the hearing and subsequent evaluation of oral evidence. Accordingly the orders of the Court *a quo* are set aside and this Court issues the following orders:-

1. The Appellant's Appeal succeeds to the extent that the material disputes that arose were not resolved through the legally recognized method of

referring same to oral testimony to ascertain among other issues the true intention of the parties in concluding the sale agreement they did.

2. The Orders of the Court *a quo* are set aside in their entirety.

3. The matter is reverted to the Court *a quo* for oral evidence to be led so as to determine the true nature of the transaction concluded between the parties concerned.

4. To give the matter a fresh perspective, the Court *a quo* is to be constituted differently from how it was before.

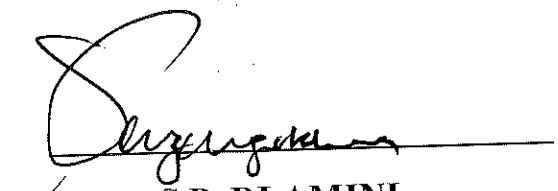
5. In the interests of Justice and to ensure that its sentiments are taken into account in the determination of the matter, the Second Respondent, Standard Bank Eswatini Limited, is to be served with copies of all the documents that served before the Court *a quo*, this Court and a copy of this Judgment for it to take a conscious decision whether or not it needs to intervene in the proceedings as they are to serve before the Court *a quo* going forward.

6. Each party is to bear its costs for the costs incurred in this Court whilst they are to be costs in the course for all the High Court hearings.

N.J. HLOPHE

JUSTICE OF APPEAL

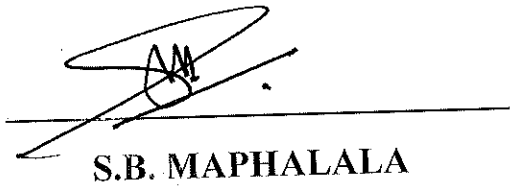
I Agree



S.P. DLAMINI

JUSTICE OF APPEAL

I Agree



S.B. MAPHALALA

JUSTICE OF APPEAL

For the Appellant: Mr M. Maziya (The Appellant), in person.

For the Respondent: Mr. M. Motsa of Musa Motsa Attorneys.