HIGHVELD SYNDICATION NO 15 LIMITED: REGISTRATION NUMBER (2003/031064/06)
HIGHVELD SYNDICATION NO. 16 LIMITED REGISTRATION NUMBER: (2003/031129/06)
HIGHVELD SYNDICATION NO. 17 LIMITED, REGISTRATION NUMBER: (2003/025913/06)
HIGHVELD SYNDICATION NO. 18 LIMITED, REGISTRATION NUMBER: (2003/030778/06)
HIGHVELD SYNDICATION NO. 19 LIMITED, REGISTRATION NUMBER: (2003/030144/06)
HIGHVELD SYNDICATION NO. 20 LIMITED, REGISTRATION NUMBER: (2005/029425/06)
HIGHVELD SYNDICATION NO. 21 LIMITED, REGISTRATION NUMBER: (2005/027601/06)
HIGHVELD SYNDICATION NO. 22 LIMITED, REGISTRATION NUMBER: (2005/027390/06)

(“the companies”)

BUSINESS RESCUE STATUS REPORT IN TERMS OF SECTIONS 132 OF THE COMPANIES ACT, 71 OF 2008 (“THE ACT”) READ WITH REGULATION 125 OF THE ACT FILED BY THE BUSINESS RESCUE PRACTITIONER JF KLOPPER AND A NOTICE IN TERMS OF SECTIONS 145 AND 146 OF THE ACT.

1. The companies were placed under business rescue in September 2011 and Johannes Frederick Klopper was appointed as Business Rescue Practitioner (“BRP”) of the companies at the time.

2. A Business Rescue Plan (“the Plan”) in respect of the companies was published on 30 November 2011 and adopted by affected persons (“HS Investors”) on 14 December 2011.

3. A scheme of arrangement between Orthotouch and its creditors was sanctioned by the High Court of South Africa on 26 November 2014 (“the scheme of arrangement”).

4. The BRP’s March 2022 status report contained a summary of events in this matter.

5. The application to set aside the scheme of arrangement which was sanctioned in relation to Orthotouch on 12 November 2022 was launched more than seven years ago as long ago as March 2015 (“the setting aside application”).

6. The opposing affidavit in relation to the setting aside application by the late Mr Nic Georgiou was served in September 2019 and included a conditional counter application to the effect that this particular affidavit also served as a founding affidavit for the conditional counter application for repayment and restitution of all payments received by HS Investors pursuant to the sanctioned scheme of arrangement should the Court set the Scheme of Arrangement sanctioned as long ago as 26 November 2014 aside. The applicants have now, belatedly, filed their replying affidavit some three years later but have completely failed to deal with the counter application,

7. The BRP’s status report of 31 May made mention of the fact that that the applicants in the Smith application/the DECA Case, launched an application for Orthotouch and the HS Companies to “fund” their litigation (“the funding application”).

8. However, in relation to their “funding application”, the applicants’ attorneys are not responding to notices which have been served on them in terms of the court rules and they persist with addressing correspondence to judges. A number of the respondents have filed objections to the funding application as long ago as October 2022 to which the applicants’ attorneys have to date not responded to.

9. It is noteworthy to mention that the applicants have now conceded in their own papers that unless they set the scheme of arrangement aside that they would face “defeat” in the Smith application/ The DECA case.

10. They have also during November launched an application to have the setting aside application transferred to Pretoria but did so in the wrong court (“transfer application”).

11. That was after they in the last few months had attempted to “transfer” the case to Pretoria by merely addressing letters to the case management judge in the Johannesburg court.

12. The persistent view of the attorneys representing the so-called “class action” group of investors was that the BRP and some of the Respondents have been delaying the various cases through the years. Nothing could be further from the truth. Their clear delaying tactics are evident from the launching of the funding application, the transfer application, and their failure to timeously respond to notices. It is also clear that they are attempting to avoid the hearing of the Smith Application at all costs.

13. In addition to various objections by some of the respondents to the funding application the second respondent launched an interlocutory application for an order declaring the funding application be set aside as an irregular step.

14. Finally, It was also reported in various 2021 status reports that is inexplicable as to why Smith never served his application in December 2019 on either the sixth or the seventh respondents (being Connie Myburgh and Panos Kleovoulou) or on Derek Cohen as the fourteenth respondent under circumstances where the nature of the relief sought against them was serious. Although the Smith Application has subsequently been served on the sixth and seventh respondents they have still not served on Derek Cohen, the fourteenth respondent. They have however served the funding application on the fourteenth responded but again not on all the other respondents.

15. On 21 November 2022 Cohen deposed to an answering affidavit which is scathing and which is attached as annexure A. It appears from his affidavit that it is his intention in due course to apply for a separation of the applicants' case against him, as he is of the view that applicants do not make out any case against him.

JF KLOPPER

BUSINESS RESCUE PRACTITIONER
Date: 30 November 2022

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 93417/2019

In the matter between:

HENRY ARDEN SMITH	FIRST APPLICANT
ANDRE HANEKOM	SECOND APPLICANT
CHRISTOFFEL STEYN HOFFMANN	THIRD APPLICANT
DOREEN BYRAM ABAN VAN DER BERG	FOURTH APPLICANT
ADRIAAN DE KLERK STEYN	FIFTH APPLICANT
JUDITH ANNE HUTCHINGS	SIXTH APPLICANT
JACOBA ELIZABETH STRAUSS	SEVENTH APPLICANT
THERESA ALICE HODGETTS	EIGHT APPLICANT
ELIZABETH CARYL HENRICO	NINTH APPLICANT
NICOLE GURTSCHMANN	TENTH APPLICANT
ESTHER MARIE ROUSSEAU	ELEVENTH APPLICANT
CHRISTINA JACOBA HELENA LAUBSCHER	TWELFTH APPLICANT

And

VICTOR JOSEPH CHEMALY N.O.	FIRST RESPONDENT
MICHAEL GEORGIOU	SECOND RESPONDENT
GEORGE NICOLAS GEORGIOU	THIRD RESPONDENT
JOHANNES FREDERICK KLOPPER N.O.	FOURTH RESPONDENT

JOHANNES FREDERICK KLOPPER	**FIFTH RESPONDENT**
CORNELIUS FOURIE MYBURGH	**SIXTH RESPONDENT**
PANOGIOTIS KLEOVOULOU	**SEVENTH RESPONDENT**
ZEPHAN PROPERTIES (PTY) LTD	**EIGHT RESPONDENT**
ORTHOTOUCH LIMITED	**NINTH RESPONDENT**
ORTHOUTOUCH (PTY) LTD	**TENTH RESPONDENT**
NICOLAS GEORGIOU N.O.	**ELEVENTH RESPONDENT**
MAUREEN LYNETTE GEORGIOU N.O.	**TWELFTH RESPONDENT**
JOSEPH CHEMALY N.O.	**THIRTEENTH RESPONDENT**
DEREK PERDOE COHEN	**FOURTEENTH RESPONDENT**
HIGHVELD SYNDICATION NO 15 LIMITED	**FIFTEENTH RESPONDENT**
HIGHVELD SYNDICATION NO 16 LIMITED	**SIXTEENTH RESPONDENT**
HIGHVELD SYNDICATION NO 17 LIMITED	**SEVENTEENTH RESPONDENT**
HIGHVELD SYNDICATION NO 18 LIMITED	**EIGHTEENTH RESPONDENT**
HIGHVELD SYNDICATION NO 19 LIMITED	**NINETEENTH RESPONDENT**
HIGHVELD SYNDICATION NO 20 LIMITED	**TWENTIETH RESPONDENT**
HIGHVELD SYNDICATION NO 21 LIMITED	**TWENTY-FIRST RESPONDENT**
HIGHVELD SYNDICATION NO 22 LIMITED	**TWENTY-SECOND RESPONDENT**

FILING NOTICE

KINDLY TAKE NOTICE that the Fourteenth Respondent hereby presents the following:

- Fourteenth Respondent's Answering Affidavit.

Dated at **Pretoria** on this the 22nd day of **NOVEMBER** 2022.

INNES R STEENEKAMP ATTORNEYS
Attorneys for the Fourteenth
Respondent
Unit 3, 12 Victoria Link Road
Route 21 Corporate Park
Irene, Pretoria
Cel: 060 828 6271
Email: pa3@irsattorneys.co.za
Ref: IR STEENEKAMP/T
HITGE/ICO16/1

TO: **THE REGISTRAR OF THE HIGH COURT**
PRETORIA

AND TO: **THERON & PARTNERS**
Attorneys for the Applicants
Tel: (021) 887-7877
Email: law3@theronlaw.co.za /
info@theronlaw.co.za

C/O GEYSER & COETZEE ATTORNEYS
9 Boabab Nook
Zwartkop, Centurion

Tel: (012) 663-5247

Ref: W Coetzee/Casper Joubert/WT3311

Email: lawteam@geysercoetzee.co.za

SERVED ELECTRONICALLY BY EMAIL TO: law3@theronlaw.co.za / info@theronlaw.co.za / lawteam@geysercoetzee.co.za

Also, served by hand:

Received a copy hereof on this the ____ day of August 2022

____

For and on behalf of the Applicants

AND TO: **HONEY ATTORNEYS**

Agents for the 1st Respondent

Honey Chambers

Northridge Mall

Bloemfontein

Email: sugne@honeyinc.co.za

Tel: 051 403 6600

SERVED ELECTRONICALLY BY EMAIL TO: sugne@honeyinc.co.za

AND TO: **TINTINGERS INC**

Attorneys of the Agents for the 1st Respondent

242 Lange Street

Nieuw Muckleneuk

Pretoria

Email: stintinger@tintingers.co.za / c.leroux@tintingers.co.za

Tel: (012) 346 7275

SERVED ELECTRONICALLY BY EMAIL TO:
stintinger@tintingers.co.za / c.leroux@tintingers.co.za

AND TO: **KYRIACOU INC**
(Attorneys for 1st, 8th, 11th, 12th and 13th Respondents)
48 Atholl Oaklands Road
Melrose North
Johannesburg
Email: legal@kincorporated.co.za
Tel: (011) 444 2665

SERVED ELECTRONICALLY BY EMAIL TO:
legal@kincorporated.co.za

AND TO: **FLUXMANS ATTORNEYS**
(Attorneys for 2nd Respondent)
30 Jellicoe Ave, Rosebank
Johannesburg
Email: kfuchs@fluxmans.com
Tel: (011) 328 1700

SERVED ELECTRONICALLY BY EMAIL TO:
kfuchs@fluxmans.co.za

AND TO: **WEBBER WENTZEL ATTORNEYS**
(Attorneys for 5th Respondent)
90 Rivonia Road
Sandton, Johannesburg
Email: caroline.theodisiou@webberwentzel.com
Tel: (011) 530 5000

SERVED ELECTRONICALLY BY EMAIL TO:
Caroline.theodisiou@webberwentzel.com

AND TO: **WERKSMANS INC**
(Attorneys for 3rd Respondent)

Level 1, No 5 Silo Square
V & A Waterfront
Cape Town
Email: mcoates@werksmans.com
Tel: (021) 405 5100

SERVED ELECTRONICALLY BY EMAIL TO:
mcoates@werksmans.co.za

AND TO: **JOHAN VICTOR ATTORNEYS**
(Attorneys for the 8th and 10th Respondents)
3rd Floor, The Chambers
50 Keerom Street
Cape Town
Email: johan@jvaa.co.za
Tel: (021) 422 0369

SERVED ELECTRONICALLY BY EMAIL TO:
johan@jvaa.co.za

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

Case no: 93417/2019

In the application of:

HENRY ARDEN SMITH	1st Applicant
ANDRE HANEKOM	2nd Applicant
CHRISTOFFEL STEYN HOFFMANN	3rd Applicant
DOREEN VAN DER BERG	4th Applicant
ADRIAAN DE KLERK STEYN	5th Applicant
JUDITH ANNE HUTCHINGS	6th Applicant
JACOBA ELIZABETH STRAUSS	7th Applicant
THERESA ALICE HODGETTS	8th Applicant
ELIZABETH CARYL HENRICO	9th Applicant
NICOLE GURTSHMANN	10th Applicant
ESTHER MARIE ROUSSEAU	11th Applicant
CHRISTINA JACOBA LAUBSSCHER	12th Applicant

and

NICOLAS GEORGHIOU	1st Respondent
MICHAEL GEORGHIOU	2nd Respondent
GEORGE NICOLAS GEORGHIOU	3rd Respondent
JOHANNES FREDERICK KLOPPER N.O.	4th Respondent

MN

JOHANNES FREDERICK KLOPPER	5th Respondent
CORNELIUS FOURIE MYBURGH	6th Respondent
PANGIOTIS KLEOVOULOU	7th Respondent
ZEPHAN PROPERTIES (PTY)LTD	8th Respondent
ORTHOTOUCH LTD	9th Respondent
ORTHOUTOUCH (PTY) LTD	10th Respondent
NICOLAS GEORGHIOU N.O.	11th Respondent
MAUREEN LYNETTE GEORGHOIU N.O.	12th Respondent
JOSEPH CHEMALY N.O.	13th Respondent
DEREK PEDOE COHEN	14th Respondent
HIGHVELD SYNDICATION NO 15 LTD	15th Respondent
HIGHVELD SYNDICATION NO 16 LTD	16th Respondent
HIGHVELD SYNDICATION NO 17 LTD	17th Respondent
HIGHVELD SYNDICATION NO 18 LTD	18th Respondent
HIGHVELD SYNDICATION NO 19 LTD	19th Respondent
HIGHVELD SYNDICATION NO 20 LTD	20th Respondent
HIGHVELD SYNDICATION NO 21 LTD	21st Respondent
HIGHVELD SYNDICATION NO 22 LTD	22nd Respondent

ANSWERING AFFIDAVIT

I, the undersigned,

DEREK PEDOE COHEN

MN

do hereby make oath and say that:

1. I am a major businessman, a consultant, and a director of companies and the fourteenth respondent herein.

2. The facts contained herein are, unless the context indicates otherwise, within my personal knowledge and to the best of my belief both true and correct.

3. I was appointed as the receiver of the tenth respondent in this application ("**Orthotouch**") in terms of the scheme of an arrangement ("**the arrangement" or "the scheme**")) which was sanctioned by the High Court of South Africa, Gauteng Local Division, Johannesburg on 26 November 2014 and registered with the Companies and Intellectual Property Commission ("CIPC") on the same day. The scheme of arrangement became effective on the day it was registered by CIPC. There was no objection to my appointment as receiver and the arrangement was accepted by a substantial majority of creditors, investors and other qualifying parties.

4. As can be seen from the arrangement, I was a creature of the contract between the proposer, investors and creditors as well as the companies (being the 15th to 22nd respondents herein which I will refer to simply as the "**HS companies**"). My duties and powers are clearly defined in the scheme and in particular paragraph 3.2 thereof. These duties and powers were the following:

   4.1. notifying all known trade creditors and HS investors that the scheme has been sanctioned;

   4.2. consider and admit or reject claims received;

MN

4.3. take all steps necessary to procure the due and proper implementation of the arrangement;

4.4. defend any proceedings brought against me and/or the companies and/or the HS companies or any of their number arising out of the scheme;

4.5. be entitled, at my discretion, to compromise and/or otherwise determine by agreement the amount of any claim proved;

4.6. be entitled to engage the services of legal, audit administration and other professional advisors and/or service providers in connection with any matter concerning my functions and duties;

4.7. be entitled and obliged to accept acquittances from trade creditors and HS investors up to the amount or in respect of the full or part of any rights which would have been awarded, paid and/or received by them to such trade creditor or HS investor as a dividend on his claim or providing of rights in terms of a scheme;

4.8. as soon as possible after determining the claims of trade creditors and HS investors, draw an account in a manner fitting the purposes of the arrangement; and

4.9. in general, see to the proper implementation of the scheme.

5. As is evident from the powers and duties described above, seen in the context of the arrangement document, my position was purely administrative and I was not involved in the planning or execution of the arrangement nor was I a director of any

MN

of the HS companies, Orthotouch, Zephan Properties or a trustee any of the trusts mentioned in the founding affidavit.

6. This affidavit is delivered in answer to:

6.1. The spurious allegations made against me in the main application. (The founding affidavit pertaining to this application is to be found at Caselines "CL" 001-10);

6.2. The subsequently delivered application in terms of section 165(9) of the Companies Act, 71 of 2008 ("**the Companies Act**") which I will refer to as "**the funding application**" (CL 007-1); and

6.3. To the extent necessary, the draft particulars of claim delivered by the applicants (an entire year out of time) (CL 001-2149). The particulars of claim are no more than a repetition of the allegations made in the founding affidavit in this main application and are insufficient to establish any case whatsoever against me.

7. I accordingly present this affidavit in the following sections:

7.1. First, I deal with my role as the receiver and my personal knowledge concerning the arrangement. I explain that I am no longer the receiver in respect of the arrangement (having resigned my position on 30 July 2018 but nonetheless find myself embroiled in the litigation in which I am incorrectly cited in my personal (as opposed to *nominee officio)* capacity, at a significant expense;

7.2. Second, I briefly deal with the history of the matter (insofar as it is known to me) and the two applications initiated by the applicants and which I am cited. I explain that the main application was never served on me: I came to know of it perchance and only because the ancillary funding application was served on me;

7.3. Third, I deal with certain *in limine* points which are dispositive of the main application (and, consequently, the ancillary funding application) not only in relation to the relief the applicants seek specifically against me, but in general; and

7.4. Finally, I deal with the main and the funding applications which are premised on the success of the main application.

8. Given the position adopted herein I do not intend to deal with the allegations in the main application or the funding application on an *ad seriatim* basis. To the extent that any allegation in any of the applicants' affidavits is not specifically canvassed, but does not align with what is stated herein, it is to be considered as denied.

A: MY ROLE AS THE RECEIVER IN RESPECT OF THE ARRANGEMENT

9. My personal knowledge of the arrangement is limited to the meeting I chaired when the arrangement was approved, the subsequent application to have the arrangement sanctioned and the few instances where, inter alia, I had to intervene in legal proceedings in an attempt protect the integrity of the arrangement.

10. In addition to this, I finalised accounts as required with the assistance of an auditor in the format of liquidation and distribution accounts for insolvent companies. This was done with information supplied by Orthotouch and Zephan. I did not (and was not tasked with) the assessment of the correctness or otherwise of this information. I re-iterate that I was only to implement the terms of the Court - sanctioned arrangement.

11. In the context of this application, I also had the benefit of reading and considering the answering affidavits filed by the other respondents and align myself specifically with the points of law taken by the Fifth Respondent ("**Klopper**").

12. Crucially, my appointment (and therefore involvement with Orthotouch) post-dated all the events referred to (and complained of) in the founding affidavit. I was not the person who devised the terms of the scheme of arrangement and have only been appointed for the purposes of its implementation. It is incomprehensible and disingenuous, therefore, that the applicants should seek to make out any case against me, especially on the basis that I have acted professionally negligently or fraudulently – a serious allegation not backed up by any facts whatsoever.

B: BRIEF HISTORY OF THE APPLICATIONS

13. During December 2019 the applicants, alleging that they were investors and creditors in the HS companies, launched this application against twenty-nine respondents with me cited, in my personal capacity, as the fourteenth respondent.

14. In this application the respondents seek leave to institute legal proceedings in the name and on behalf of the HS companies against me personally and thirteen other

MN

respondents and simultaneously therewith, they are also applying for certification of eight separate but similar class actions (the "main application").

15. This application (i.e., the main application) is yet to be served on me in any manner required in terms of Uniform Rule 6. I am advised that the lack of service is fatal and, on this basis, alone the application, insofar as it seeks any relief against me, stands to be dismissed with costs on a punitive scale – especially considering the period of time which has elapsed since the issue of the application.

16. Recently, on or about early August 2022, the applicants served on me the funding application. I became aware of the extent of the main application and the allegations levelled against me, when my attorney of record was given access to the documents filed on Caselines after the funding application was served on me.

17. Because I have reason to doubt the authority of the attorneys for the applicants, a notice challenging their authority in terms of Rule 7 of the Uniforms Rules of Court was served on the applicants on 11 August 2022 (CL 15-1). That notice necessarily pertains both to the main application and the application in terms of section 165(9) (given that the funding application is ancillary to the main application.) I am advised that the required response to this notice is now out of time.

18. To properly respond to the funding application, it is necessary to refer to issues raised in the main application but to the extent only to demonstrate that the main application is still born, as a consequence of which the funding application also cannot succeed.

19. This application relates to the failure of seven HS companies which came into being (according to Klopper, who was appointed as the business rescue practitioner of the HS companies) in the period 2003 to 2009. I do not deal with the history of the

property syndication schemes and the mechanics of how and why the HS companies met with their demise. I do not do so for the simple reason that I was not involved in anything relating to the HS companies during that stage.

20. As I understand the contents of the founding affidavit (which are not easy to comprehend) in broad terms, investors (some of whom are the applicants and members of the HSAG group) invested in property owning companies, with the view to ultimately receiving income (dividends) as shareholders of the companies, which would in turn receive income qua lessors of the properties. The late Nicolas Georgiou (whose estate is now the first respondent) became involved some time in 2007. Apparently, the Zephan Group (the eighth respondent) made an offer to purchase all the properties owned by the HS companies.

21. In March 2011, after some initial disputes (the details of which are not presently relevant) a written agreement was concluded between the HS companies and an entity by the name of Bosman & Visser. This agreement, however, failed and in September 2011 the HS companies were placed under supervision and in business rescue in terms of section 129 of the Companies Act.

22. By November 2011 a rescue plan was developed, and this plan was adopted on 14 December 2011. The business rescue plan catered for all HS companies collectively.

23. The HS companies remained in rescue for approximately three years while Klopper was attempting to raise finance, but towards the end of 2014 realised that this was not possible and according to him, he then commenced with the development of a scheme of arrangement within the contemplation of section 155 of the Act. This scheme of arrangement involved the purchase of the properties by Orthotouch. The terms of the scheme of arrangement are well known to all parties.

24. What is absolutely clear from all of the answering affidavits filed in the main application is that I only became and could have only become involved after the scheme of arrangement had already been formulated and was ready for implementation.

C: IN LIMINE POINTS

C1: There is no purpose to the relief sought unless the Order sanctioning the arrangement is set aside

25. Although the applicants are constrained to concede that the main application cannot succeed unless the Court order sanctioning the arrangement is set aside, the applicants have elected to nonetheless carry on with this application, contending (as I understand it) that it was necessary to launch the application in order to avoid possible prescription.

26. I am advised that this is grossly improper and constitutes an abuse - especially in the circumstances where it is common cause that certain of the applicants and other investors have launched a rescission application, in terms of which they seek to set aside the Court order sanctioning the scheme arrangement. Much of the affidavit in this application is dedicated to the reason why the Court order sanctioning the scheme of arrangement should be set aside, but there is no explanation why this Court should be burdened with these same allegations for the second time.

27. The allegations concerning the allegedly improper manner of obtaining the Court order sanctioning the scheme of arrangement are already the subject – matter of a

pending rescission application. Although I am not a participant in that litigation, the issue is obviously *lis pendens*. Klopper explains in his answering affidavit that the rescission application has been stalled by the applicants for rescission, who have not made any efforts to bring it to finality despite launching it as long ago as March 2015 (as is confirmed by the applicants in paragraph 51.1 of the founding affidavit). It is an abuse for the applicants to re-recite their complaints concerning the sanctioning of the scheme of arrangement in this application and ask this Court to pre-empt the determination of the Court in the rescission application. This is, I am advised, irregular and improper.

28. On this basis alone, the application stands to be either dismissed, or struck off the roll pending the finalisation of the rescission application. Further legal argument will be addressed to the Court at the hearing of this application.

29. More importantly, however, for as long as the Court order sanctioning the scheme of arrangement is in place, the applicants are bound by it and do not, in fact, enjoy the necessary locus standi to bring this application. This is the second point *in limine* set out below.

C2: For as long as the Order sanctioning the scheme of arrangement is in place, the applicants do not enjoy the necessary locus standi to institute these proceedings

30. Because the arrangement has been sanctioned by the Court and registered with the Companies and Intellectual Property Commission ("CIPC") it is binding on all persons affected by the arrangement.

31. The applicants are in possession of all the documents relating to the arrangement, as they themselves concede. The arrangement has... *"fully and effectively restructured in its compromised form, nature and extent, by virtue of the arrangement, as approved and adopted by the trade creditors and HS Investors and sanctioned by the Court in full and final settlement of all claims by trade creditors and HS Investors as at the final date."* I am advised that the scheme of arrangement will be uploaded to Caselines for the benefit of the Court – it is not attached so as to not unnecessarily burden the papers.

32. The "final date" contemplated in the quotation above is the date on which the Court order sanctioning the arrangement was filed with CIPC, which was 26 November 2014, as appears from Annexure "**DC1**".

33. In consequence, the applicants have no claims or shares in the HS companies and by necessary implication the applicants lack the necessary *locus standi* to launch these proceedings. This much is clear from the arrangement documents, in respect of the scheme which was adopted by the majority of the creditors (and HS investors) as contemplated by section 155(6) of the Companies Act. If the proposal was not adopted by the majority it would not have been sanctioned by the Court.

34. Notwithstanding the full knowledge that they do not enjoy *locus standi* the applicants launched and pursue this application – ostensibly on the basis that they are not bound by the scheme of arrangement because they did not vote in favour of it. This makes no sense, since the provisions of section 155(6) explicitly and unequivocally render the scheme of arrangement binding on them (as the creditors of the HS companies).

35. The secondary argument – that only the HS companies, and not the applicants (*qua* investors in HS companies) are bound by the by scheme of arrangement is ill-advised and premised on a strange interpretation of the provisions of section 155. Further legal argument will be addressed in this regard at the hearing of the application but, in any event, I am advised that this is not an issue which should detain this Court: it is a matter properly to be dealt with in the rescission application.

36. The main application, and in particular the way it was phrased leaves little doubt that it is vexatious and an abuse of the Court's process.

37. It is further trite, I am advised, that the effect of the sanction of the scheme is (subject to registration of the order by the CIPC) to give it contractual force. The Court has no power to relieve a party bound by it from the consequences of its operation, especially not in the back door manner contemplated by this application.

38. In conclusion, the effect of the scheme has two important consequences for the applicants as far as the present application is concerned, namely

38.1. First, the applicants lack *locus* to launch these proceedings because the claims as well as the shareholding have been rearranged by the scheme of arrangement; and

38.2. Any order made by the Honourable Court in respect of the main application would consequently constitute a *brutum fulmen* and for this reason, too, the application must fail.

C3: The claims which the applicants seek leave to pursue have all prescribed

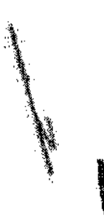
39. Even accepting the applicants' version of the timelines relevant to this application, any claim the applicants may have had and wish to pursue has been prescribed.

40. When this application was launched in December 2019, four years had lapsed since the sanctioning of the arrangement by the Court. The applicants, by their own admission, were fully cognisant of the existence of the scheme of arrangement (albeit that they erroneously do not consider themselves bound by it).

41. Any claim premised on the terms of the business rescue plan (which were obviously overtaken by the scheme of arrangement) became extinct, not only because of the scheme of arrangement but also because of prescription. Therefore, even if the applicants could wish away the existence of the scheme of arrangement (which is not possible) any claim which the applicants wish to pursue (derivatively) on behalf of the HS companies against Orthotouch (which is, as I understand it, the primary relief sought in this application) prescribed a long time ago.

42. Similarly, any claim which the applicants wish to pursue against the HS companies by way of class actions (in respect of which certification is seemingly – but irregularly – sought) have long prescribed, quite independently from the fact that they have been rendered incompetent by virtue of the existence of the scheme of arrangement.

43. In the circumstances, the relief sought herein is hopeless and utterly misdirected. The applicants make out no case at all, but certainly do not make out any case against me personally. I next turn to deal with those (limited) portions of the founding affidavits in the main and funding applications which pertain to me.



D: THE APPLICATIONS

D1: The main application

44. The allegations made in the founding affidavit to the main application (mostly indirectly or by implication) relating to me, as will be set out hereunder, are nebulous, generic, lacking in particularity, premised upon incorrect inferences, baseless conclusions, or plain falsehoods.

45. Moreover, the allegations are per se defamatory and also contradictory and self-defeating. It is patent that the applicants have included me as a respondent to coerce payment and the application against me is vexatious and an abuse of the court's process. I have instructed my attorneys to consider suing the applicants on my behalf, as well as their attorney and advocate for defamation and a copy of the summonses are being prepared.

46. In an affidavit comprising some hundred and seventeen pages (the founding affidavit to the main application), I am barely mentioned. It is convenient to quote the specific allegations and then provide my response.

47. Paragraph 49.8 of the founding affidavit confirms my appointment as receiver under the arrangement. This is common cause.

48. In paragraph 82.1 the applicants state that *"The receiver appointed in terms of the scheme of arrangement to administer the process (Mr Derek Pedoe Cohen – the sixteenth* (sic) *Respondent) was tasked under clause 4 of the scheme of arrangement document to draw a Liquidation and Distribution Account as if he was a liquidator under a winding up order. Through such L & D account, it was hoped*

that some transparency concerning Orthotouch's affairs would be obtained." and in *paragraph 82.2 "However, instead of such L & D account painting a picture of Orthotouch's financial affairs and assets, the account entailed not much more than a mere list containing the names of the various investors, and the value of their investments in the respective Highveld companies together with the current value of their investments."* It is trite that liquidation and distribution accounts are not intended to 'paint financial pictures'. In this particular instance the accounts reflected inter alia the concurrent creditors and the amount available for distribution to these creditors together with the pro rata distribution of the available funds. No more was required in terms of the arrangement. Even if it is accepted that the applicants' allegations are correct, it most certainly does not meet the requirements set for the complaints levelled against me.

49. Paragraph 88 of the founding affidavit reads "From *the paragraphs which follow, I submit it is clear that the Georgiou and his family have been playing a central role in the whole scheme all along, including the business rescue proceedings and the more recent Scheme of Arrangement in respect of Orthotouch. Georgiou, with the assistance of attorney Connie Myburgh (14th Respondent) and Klopper, is the central figure in the syndication schemes from the outset."* The allegations contained herein are significant because I am not included in the list of role players.

50. Under the heading 'Recklessness and gross negligence and other breaches by Georgiou, Klopper, Myburgh, Kleovoulou and Cohen' the applicants in paragraph 102 record "*In relation to both the plan and the Scheme of Arrangement, Georgiou, his sons, Myburgh and Kleovoulou as well as Klopper and Cohen acted fraudulently* [own emphasis] *(alternatively they were reckless or grossly negligent (and/or failed to exercise the proper degree of care in the performance of their duties as directors,*

NM

BRP and Receiver respectively in the case of the latter two individuals in that they: Concluded annexure "B" to the Scheme of Arrangement providing for the transfer to Orthotouch or it's nominee of all the properties and the rights to properties of the Highveld companies, including the Respondents."

51. Annexure B to the arrangement is attached hereto as annexure **"DC2"** It is clear from annexure B that I am not a party thereto. The allegation that I was a party thereto is therefore a demonstrable lie. The applicants are aware that the allegation is not true and made this allegation to mislead the court into believing that I was part of a process to defraud. The balance of the allegations contained under paragraph, to the knowledge of the applicants can also not relate to me because it pre-dates my appointment as receiver. Again, the inuendo that I am involved is intentionally misleading and defamatory.

52. Finally the applicants allege in paragraph 104 of the founding affidavit "*As a result of the stated actions Georgiou, Klopper, Myburgh, Kleovoulou and Cohen, including their fraudulent actions, alternatively their gross negligence and their failure to exercise the proper degree of care and skill in the performance of their duties and in breach of their fiduciary duties referred to above, the Highveld companies have suffered losses and damages in that the "value"(properties) in Orthotouch "disappeared"*.

53. The obvious inability to state the manner in which I was allegedly reckless or grossly negligent or failed to exercise a proper degree of care is telling. The applicants rely on generalities and obscurities because they cannot provide particularity relating to this reckless and unfounded allegation, having regard to the limited role I played in relation to the scheme of arrangement.

54. The grounds for the allegation that I acted fraudulently alternatively negligently are painted with a broad brush in paragraph 112 of the founding affidavit-: "*Cohen may be held liable in accordance with the principles of the common law relating to delict for any loss, damages or cost sustained by the Highveld companies as a consequence of any breach of a provision of the companies Act, such as the provisions of section 155. The conduct described in paragraph 78 and further above constitute the grossly negligent performance of his duties as receiver that caused the losses and damage and cost sustained by all the Highveld companies ...*"

55. The reference to paragraph 78 is incomprehensible and nonsensical since it relates to a finding by Mr Justice Bertlesman (retired) acting as a commissioner in a section 417 enquiry who found that the actions of Klopper and Connie Myburgh were unlawful and criminal in many respects. Seeking to have me tarred with the same brush as those mentioned in the findings of Justice Bertlesman is misleading, vindictive and malicious. Klopper, the fourth and fifth respondent, states that he conceived of the arrangement, and he sent *a broad outline of a standard proposal in terms of section 155 of the Companies Act 71 of 2008 to Theo Koutsoudis for further attention* (paragraph 37.13 of Klopper's answering affidavit). I was not involved in this process, and I am never mentioned by Klopper as a participant thereto.

56. The applicants also make the bald allegation in paragraph 112.2 of the founding affidavit that "*Cohen may also be held liable in accordance with the provisions of section 208(2) of the companies Act 2008 as a person who contravened section 155 of the Act for reasons set out in paragraph 78 and further. In consequence thereof, Cohen is liable to the Highveld companies for the losses sustained by it, as described above.*"

57. Of course, the applicants are silent on which aspect/s of section 155 of the Companies Act has been breached, for the simple reason that I, as the appointed receiver, could not breach any provision of section 155 since I was not the proposer of the arrangement.

58. The applicants well know that I have not contravened provisions of any legislation. They are also aware that I was not involved in the businesses of any entities mentioned in the application and that my role as the receiver was purely administrative in nature.

59. In the light of the aforegoing, it is clear that the applicants fail to place any evidence before the court that entitles them to the relief they seek against me – especially insofar as the main application is concerned. Specifically, in respect of the relief sought in prayer 3.2 of the Notice of Motion, no basis is set for the relief sought against me, either in my personal or professional capacity – even if the Court accepts all the allegations as against the remaining respondents (which allegations are hotly disputed).

60. The lack of legally acceptable evidence disclosing any cause of action against me is but one of a number of insurmountable hurdles facing the applicants, all of which are fatal to the main application. In any event, the main application must fail on the basis of the *in limine* points alone.

61. Given what is stated above I am faced with a factually hopeless application launched by individuals who have no *locus standi* to prosecute claims, which have in any event prescribed.

62. The above notwithstanding, I am now faced with litigation spanning thousands of pages and containing evidence not in the least relevant to any cognisable claim

against me. I am advised that it would be grossly unfair and not in the interests of justice to compel me to remain embroiled in expensive proceedings, which are likely to carry play out over several Court days (if not weeks). In the circumstances, to the extent that I am advised to do so (following the case management meeting which I am advised has been scheduled to determine the way forward) I will seek a separation of the claim against me, so that the piece of litigation pertinent to me can be disposed of swiftly and as inexpensively as possible.

63. I note that I have also considered what the other respondents have to say about the prospects of success of obtaining leave to proceed in terms of section 165 and to have class actions certified and agree with them that there is no basis for granting such leave. I am advised that the certification of a class action requires that this Court is satisfied in respect of a multitude of factors which are not even touched upon in the founding affidavit. This is best left for argument which will be addressed to the Court at the appropriate time.

64. In addition, the applicants are attempting to leapfrog the peremptory prescribes of the Companies Act in the absence of exceptional circumstances, not having given notice to the HS companies in terms of section 165(2). This too will be dealt with in argument.

65. Finally, I am advised that insofar as the relief sought against me is at all comprehensible, such relief is unsuited to motion proceedings.

66. On account the irresponsible manner in which the unsubstantiated allegations were levelled against me, I shall seek the dismissal of the main application with costs on the attorney and own client scale and *de bonis propriis.* The allegations contained in the founding affidavit were plainly made in absence of any investigation of facts.

They are designed to intimidate me and portray me to be a dishonest professional; and worse yet - a dishonest person, all in the circumstances where the applicants and their legal representatives must have been aware that there is not an iota of evidence indicating such a conclusion.

D2: The funding application

67. Like the main application, the funding application (insofar as it is directed against me) is without any merit and constitutes an abuse. It is indicative of the applicants' deep misunderstanding of the facts and the law applicable thereto.

68. In paragraph 27.1 of the founding affidavit in the funding application the applicants allege that I am holding funds under an '*escrow agreement*'. I have never held any funds relating to the scheme of arrangement. In any event, I am not permitted to hold or administer funds in the absence of being regulated by the necessary regulatory authorities.

69. Funds paid by Zephan were held in escrow by O'Donovan an attorney by agreement between me, qua receiver and Nic Georgiou as director of both Orthotouch and Zephan. These funds were held in safekeeping as funds due to so-called "detractors" and was an amount of just over a million Rand. The funds were, in terms of the escrow agreement, payable to either the detractors or repaid to Zephan or Orthotouch depending on the outcome of legal processes to be initiated by these parties.

70. I have since resigned as receiver but I have subsequent to my resignation learnt that when Zephan and Orthotouch were placed under supervision the funds were paid

over to the attorneys for the rescue practitioner who is presently opposing an application launched by the detractors for payment of the funds. I am cited in those proceedings, but I am abiding the decision of the court since I have no personal interest in the outcome of the proceedings. I participated in litigation Copies of the papers filed in this application are attached hereto as annexure **"DC3"**.

71. Again, the applicants thoughtlessly and without regard for the facts, mis-joined me to proceedings in the funding application, forcing me to expend funds and time in addressing the erroneous allegations. In the funding application the applicants create the impression that they seek an order against me, in my capacity as receiver in the scheme of arrangement, omitting to bring to the attention of the Court that I find myself cited in these proceedings in my personal capacity. Because I have no control over any funds, any order against me can have no effect and for this reason will be incompetent.

72. Finally, but of no less significance – the provisions of section 165(9) come into effect only once the Court grants the applicants the necessary leave to institute a derivative action. Since the derivative action is sought to be instituted against the parties mentioned in paragraph 3 of the Notice of motion in this application (in which number I am not included) it is incompetent for the applicants to cite me (in any capacity, but least of all in my personal capacity) as a respondent in the funding application. Section 165(9)(c) of the Companies Act makes this plain: I am not one of the respondents in the application for leave to institute derivative action (which is encapsulated in prayer 3 of the Notice of motion). I am, in the circumstances, not one of the parties from whom funding in terms of section 165(9) can ever be sought. The declaratory relief sought against me in prayer 3.2 of the Notice of motion in the

main application is not only unsubstantiated, but also cannot serve as a springboard for a prayer against me in terms of section 165(9).

73. In the circumstances, I seek the dismissal of the funding application (insofar as it relates to me) on an attorney and client scale. I also seek costs on the attorney and own client scale if the funding application is dismissed simply on the basis that it must follow the demise of the main application.

DEPONENT

I HEREBY CERTIFY that the deponent has acknowledged that she knows and understands the contents of this affidavit which was signed and sworn to before me at JOHANNESBURG on this the 21st day of November 2022 the regulations contained in Government notice R1258 dated 21st July 1972 as amended by Government notice 1648 dated 19th August 1977 having been complied with.

MKHULULI NONJOLA
Commissioner of Oaths Ex Officio
Practising Attorney (RSA)
Fourth Floor, West Wing Offices
165 West Street, Sandton, Gauteng

COMMISSIONER OF OATHS

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 2014/42334
P/H NO: 0

JOHANNESBURG, 26 November 2014
BEFORE THE HONOURABLE JUDGE MOSHIDI

In the ex parte application of:

ORTHOTOUCH LIMITED — **Applicant**

and

EX-PARTE — **Respondent**

HAVING *read the documents filed of record and having considered the matter:-*

IT IS ORDERED THAT:-

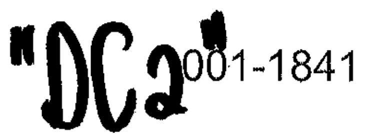
1. *The agreement, attached hereof and marked "X", is approved and sanctioned in terms of Section 155(7) and (i) of the companies Act 71 of 2008, as amended.*

BY THE COURT

REGISTRAR
/rek

2014 -11- 26

RB AC



ANNEXURE "B"

AGREEMENT

BETWEEN

HIGHVELD SYNDICATION NO. 15 LIMITED

and

HIGHVELD SYNDICATION NO. 16 LIMITED

and

HIGHVELD SYNDICATION NO. 17 LIMITED

and

HIGHVELD SYNDICATION NO. 18 LIMITED

and

HIGHVELD SYNDICATION NO. 19 LIMITED

and

HIGHVELD SYNDICATION NO. 20 LIMITED

and

HIGHVELD SYNDICATION NO. 21 LIMITED

and

HIGHVELD SYNDICATION NO. 22 LIMITED
("THE HS COMPANIES")

and

ORTHOTOUCH LIMITED
("ORTHOTOUCH")

1. The Parties record and agree that the HS Companies are creditors of Orthotouch, their claims presently being governed in terms of the Business Rescue Plan having been adopted during December 2011, by the so-called "HS Investors", as defined in the Arrangement referred to in 3 below.

2. The Parties further record that the HS Investors in the HS Companies constitute affected parties in the Business Rescue proceedings referred to in 1 above, and are indirectly creditors of Orthotouch.

3. The directors of the HS Companies have been advised that Orthotouch needs to restructure its affairs in terms of an Arrangement in terms of Section 155 of the Companies Act, and having being advised of the reasons for such restructure, consider it prudent in the circumstances to support the Arrangement rather than to risk a liquidation of the HS Companies.

4. As a consequence of what is stated in 3 above, the HS Companies and Orthotouch hereby agree to the proposals contained in the Arrangement, and, if accepted, approved and sanctioned by the Court, the implementation of the Arrangement, including, specifically, the implementation of the aforesaid Business Rescue Plan, as envisaged in the Arrangement, and the transfer to Orthotouch or its nominee, of all the Properties and rights to Properties of the HS Companies, envisaged so to be transferred, in terms of and for purposes of the Arrangement.

SIGNED at CAPE TOWN on 25 SEPTEMBER 2014

AS WITNESS:

Signed

Name Inserted

(Names of witness in block letters)

For: **HS COMPANIES**

Signed

J F KLOPPER N.O.

Duly Authorised

SIGNED at FOURWAYS on 3 OCTOBER 2014

AS WITNESS:

Signed

Name Inserted

(Names of witness in block letters)

For: **ORTHOTOUCH LIMITED**

Signed

N GEORGIOU

Duly Authorised

SIGNED at FOURWAYS on 7 OCTOBER 2014

AS WITNESS:

Signed

Name Inserted

(Names of witness in block letters)

For: **DIRECTORS OTHER THAN THE PRACTITIONER**

Signed

F P VAN OUDTSHOORN

Duly Authorised

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO.: 22357/22.

In the matter between

ROBERT JAN BLACK **APPLICANT**

and

JACQUES DU TOIT N.O. **FIRST RESPONDENT**

DEREK PEDOE COHEN N.O. **SECOND RESPONDENT**

ORTHOTOUCH (PTY) LTD **THIRD RESPONDENT**
(IN BUSINESS RESCUE)

ZEPHAN (PTY) LTD **FOURTH RESPONDENT**
(IN BUSINESS RESCUE)

JOHAN VICTOR ATTORNEYS **FIFTH RESPONDENT**

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
PRIVATE BAG/PRIVAATSAK X67
PRETORIA 0001
2022 -04- 21

NOTICE OF MOTION

Please take note that the abovementioned Applicant intend to make application for the following orders against the first Respondent be issued:

PART A:

1.1. That the **FIRST RESPONDENT** in his capacity as the appointed business rescue practitioner for Orthotouch (Pty) Ltd and Zephan (Pty) Ltd be ordered to restore the status quo ante and restore control of the funds held in trust by Johan Victor Attorneys, Cape Town on behalf of certain Highveld Syndication Companies 21 and 22 (as listed in **ANNEXURES "D"** and **"E"** to the founding affidavit) ("the affected investors") to the **SECOND RESPONDENT;**

1.2. That the **FIRST RESPONDENT** is interdicted and prohibited from in any manner dealing with the said funds held in trust by Johan Victor Attorneys, Cape Town on behalf of the affected investors;

1.3. That the prayers set out in paragraphs 1.1 and 1.2 serve as interim orders with immediate effect.

1.4. That a rule *nisi* is hereby issued returnable on ________________ 20____ at 10h00 or so soon thereafter as the matter may be heard why:

1.5. A final order should not be granted in terms of prayers 1.1 and 1.2;

1.6. That the **FIRST RESPONDENT** within 7 (seven) days from the date of this order make representations under oath to the **SECOND RESPONDENT** why the funds held in trust on behalf of the affected investors should be paid to Orthotouch or Zephan.

1.7. That the **FIRST RESPONDENT** be ordered to pay the costs in respect of **PART A** of the application *de bonis propriis* alternatively that any of the **RESPONDENTS** who oppose the application be ordered to pay the costs on a penalizing scale as between attorney and client.

PART B:

1.8. **PART B** of the application is for an order against the **SECOND RESPONDENT** to direct Johan Victor Attorneys, Cape Town to pay the said funds into the trust account of Ilzé Eichstädt Attorneys and Le Grange Attorneys respectively or otherwise to make a decision supported by reasons as to whom is entitled to payment thereof within 7 (seven) days after receipt of any representations from the affected investors and Orthotouch and/or Zephan.

PLEASE TAKE FURTHER NOTICE THAT the affidavit of **ROBERT JAN BLACK** as well as the annexures thereto will be used in support thereof.

TAKE FURTHER NOTICE that the **APPLICANT** has appointed **ILZÉ EICHSTÄDT ATTORNEYS, C/O F.A. STEYN ATTORNEYS, 361 BRAAM PRETORIUS STREET, MAGALIESKRUIN PRETORIA** at which address they will accept notice and service of all process in the proceedings.

TAKE NOTICE FURTHER that if you intend to oppose this application you are required to (a) notify the **APPLICANT'S** attorney on or before the __________________ and (b) within 15 days thereafter to file your answering affidavits, if any, and further that you are required to appoint in such notification an address referred to in rule 6(5) (b) at which you will accept notice and service of all documents in these proceedings.

If no such notice of intention to oppose be given, the application will be made on the __________________ at 10h00 or as soon as counsel for the **APPLICANT** can be heard.

Kindly enrol the matter accordingly.

DATED AT PRETORIA ON THIS 22nd DAY OF MARCH 2022

Eichstädt

ATTORNEYS FOR APPLICANT
ILZÉ EICHSTÄDT ATTORNEYS
C/O F.A. STEYN ATTORNEYS
361 BRAAM PRETORIUS STREET
MAGALIESKRUIN
PRETORIA
TEL: (012)253-0507
FAX:(012)253-0523
E-MAIL: ilze@eichstadtattorneys.co.za
REF: HS0000/MRS. I.L. EICHSTÄDT

TO: THE REGISTRAR OF
THE HIGH COURT
PRETORIA

AND TO: **THE FIRST RESPONDENT**
JACQUES DU TOIT N.O.
70 CARMINE DRIVE
BURGUNDY ESTATE
CAPE TOWN

BY SHERIFF

AND TO: **THE SECOND RESPONDENT**
DEREK PEDOE COHEN N.O.
GROUND FLOOR, FEDHOUSE
GROUP HOUSE, BUTE LANE,
SANDOWN, SANDTON
JOHANNESBURG

BY SHERIFF

AND TO: **THE THIRD RESPONDENT**
ORTHOTOUCH (PTY) LTD
96 RAYMOND MHLABA STREET,
NAVALSIG,
BLOEMFONTEIN

AND TO: **THE FOURTH RESPONDENT**
ZEPHAN (PTY) LTD
REGISTERED ADDRESS
70 CARMINE DRIVE
BURGUNDY ESTATE
CAPE TOWN
MAIN PLACE OF BUSINESS
96 RAYMOND MHLABA STREET,
NAVALSIG,
BLOEMFONTEIN

AND TO: **THE FIFTH RESPONDENT**
JOHAN VICTOR ATTORNEYS
3RD FLOOR
THE CHAMBERS
50 KEEROM STREET
CAPETOWN
TEL: 021 422 0369
EMAIL: johan@jvaa.co.za

W:721

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 22357/2022

In the matter between:

ROBERT JAN BLACK	**APPLICANT**
And	
JACQUES DU TOIT N.O.	**FIRST RESPONDENT**
DEREK PEDOE COHEN N.O.	**SECOND RESPONDENT**
ORTHOTOUCH (PTY) LTD	**THIRD RESPONDENT**
ZEPHAN (PTY) LTD	**FOURTH RESPONDENT**
JOHAN VICTOR ATTORNEYS	**FIFTH RESPONDENT**

NOTICE TO ABIDE BY COURTS DECISION

TAKE NOTICE THAT the proposed 2nd Respondent intends to abide to the decision made by the above Honorable Court.

Dated at **Pretoria** on this the 13th day of **SEPTEMBER** 2022.

INNES R STEENEKAMP ATTORNEYS
Attorneys for the Second Respondent
Unit 3, 12 Victoria Link Road
Route 21 Corporate Park
Irene, Pretoria
Cel: 060 828 6271
Email: pa3@irsattorneys.co.za
Ref: IR STEENEKAMP/T HITGE/ICO16/1

TO: **THE REGISTRAR OF THE HIGH COURT PRETORIA**

AND TO: **ILZE EICHSTADT ATTORNEYS**
Attorneys for the Applicant

C/O FA STEYN ATTORNEYS
361 Braam Pretorius Street
Magalieskruin
Pretoria
Tel: (012) 253-0507 / (012) 253-0523
Email: ilze@eichstadtattorneys.co.za
Ref: HS0000/MRS. IL EICHSTADT

SERVED ELECTRONICALLY BY EMAIL TO:
ilze@eichstadtattorneys.co.za

Also, served by hand:

Received a copy hereof on this the ____ day
of September 2022

____
For and on behalf of the Applicant

AND TO: **JOHAN VICTOR ATTORNEYS / LITIGATORS**
Attorneys for the First, Third & Fourth Respondents
Email: johan@jvaa.co.za / chris@jvaa.co.za
Ref: GJV/ CJ/d159

C/O COETZEE ATTORNEYS
679 Koedoeberg Road
Faerie Glen, Pretoria
Tel: (012) 991-3564/6855

SERVED ELECTRONICALLY BY EMAIL TO:
johan@jvaa.co.za / chris@jvaa.co.za