

Revisiting the Principles set out in *Daniels*: A Discussion of *Basfour 3327 (Pty) Ltd v Thwala*

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Abstract

This case note discusses the judgment in *Basfour 3327 (PTY) Ltd v Thwala* (LCC160/2017) [2022] ZALCC 20. It revisits principles set out in *Daniels v Scribante* 2017 (4) SA 341 (CC) to show that, although consent is not a requirement for an occupier to improve an existing dwelling to align it with dignity, meaningful engagement with the owner is necessary. Despite the occupation needs occupiers might have, *Daniels* is context sensitive and therefore not a blanket authority to construct a new dwelling. This note affirms that *Thwala* can be distinguished from *Daniels*: in *Thwala*, the occupiers were not involved in *improving* their existing dwelling to make it habitable. Instead, they were constructing a new dwelling outside the demarcated area, without the owner's consent. Where a dwelling is not habitable and it is necessary to construct a new one, it must be done after meaningful engagement between the occupiers and the owner in accordance with the general guidelines set out in *Daniels*. The *Thwala* judgment should be welcomed for speaking out against the violation of the rights and/or interests of owners by occupiers.

Keywords: consent; construction without consent; ESTA; improvements; land infringements; meaningful engagement



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Introduction

*Basfour 3327 (PTY) Ltd v Thwala*¹ was a case decided in 2022 about the occupation of housing by occupiers that affected their dignity under the Extension of Security of Tenure Act 62 of 1997 (ESTA).² It is concerning that 28 years into democracy, the quality of life of occupiers had not improved in line with the promises of the Constitution of the Republic of South Africa, 1996. These promises have been a distant dream for many who live on farms.³ The words of Froneman J in *Daniels v Scribante*⁴ are worth repeating:

... the living conditions of workers who live on farms do not always meet a standard that accords with human dignity. There is little doubt that things have improved, but unfortunately not uniformly so ... [W]e still have a long way to travel before the promises of the Constitution are fulfilled.⁵

Despite this situation on farms, occupiers should follow the proper procedure before they effect improvements to an existing dwelling. Failure to do so may infringe the owner's property right.⁶ The *Thwala* judgment is important in that it depicts the law in the context of the principles set out in *Daniels*. It shows that the occupier's right of residence is not unfettered, but should be exercised subject to the owner's consent.⁷ If occupiers were entitled to act in an unbridled manner, an owner's rights would count for nothing.⁸ In this case note, I focus on whether the Land Claims Court (LCC) got the *Thwala* judgment right, and discuss the role of meaningful engagement in improving an existing dwelling.

Rights and Obligations of Owners and Occupiers Under ESTA

A Right to Reside, Use and Services

Section 6(1) of ESTA acknowledges that occupiers have the right to reside, use land and access services as agreed with the owner. Section 6(1) therefore prohibits conduct that frustrates the exercise of rights conferred by ESTA.⁹ Section 6(2) and 6(2)(dB)

1 (LCC160/2017) [2022] ZALCC 20.

2 On ESTA generally, see T Scheepers and W du Plessis, 'Extension of Security of Tenure Act: A Bone of Contention' (1998) 61 THRHR 473, 476–478; JM Pienaar, 'Farm Workers: Extending Security of Tenure in Terms of Recent Legislation' (1998) 13(2) SAPL 423, 431–433; D Carey Miller and A Pope, *Land Title in South Africa* (Juta 2000) 492–516; JM Pienaar, *Land Reform* (Juta 2014) 400–409; G Muller, R Brits, ZT Boggenpoel and JM Pienaar, *Silberberg and Schoeman's The Law of Property* (6th edn, LexisNexis 2019) 700–715.

3 *Government of the Republic of South Africa v Grootboom* 2001 (1) SA 46 (CC) para 2.

4 2017 (4) SA 341 (CC).

5 *ibid* paras 111–112.

6 *ibid* para 61.

7 *Thwala* (n 1) paras 29–31.

8 *Daniels* (n 4) para 61.

9 *Sibanyoni v Holtzhausen* (LCC143/2015) [2019] ZALCC 11 para 56.

provides that, balanced with the rights of the owner, an occupier may take reasonable measures to maintain an existing dwelling. ‘Balanced with the rights of the owner’ means that a just and equitable balance must be struck between the rights of the occupier and those of the owner.¹⁰ Where there are tensions between the owner’s property right and an occupier’s right to improve an existing dwelling, for example, the rights of the parties, as required by ESTA, must be balanced.¹¹ The rights of occupiers are therefore not ‘open-ended, unlimited or unfettered’ to the extent that they can be exercised without the owner’s consent.¹² Section 6(2)(dB) provides for the right to maintain an existing dwelling. The right to habitable, dignified housing also encompasses the right to replace an existing structure with a new one.¹³

An Obligation to Obtain Consent and to ‘Meaningful Engagement’?

‘Consent’ means the ‘express or tacit consent of the owner or person in charge of the land in question.’¹⁴ ‘Express consent’ is consent that is granted by the owner or person in charge, either orally or in writing.¹⁵ ‘Tacit consent’ is consent that can be inferred from the conduct of the owner or person in charge.¹⁶ The concept of consent highlights respect for the owner’s rights.¹⁷ In the context of improving an existing dwelling to align it with dignity, the owner’s consent is not a requirement.¹⁸ This is because a refusal by the owner would render the rights of an occupier nugatory.¹⁹ Although consent is not a requirement, meaningful engagement with the owner is necessary.²⁰

‘Meaningful engagement’ is a process in which two or more parties talk and listen to one another to resolve their disputes. It is used to increase the understanding of the affected parties if they are willing to participate in the process.²¹ In the context of

10 *Hattingh v Juta* 2013 (3) SA 275 (CC) para 32.

11 *Daniels* (n 4) para 61; *Erasmus v Mtenje* (LCC202/2017) [2018] ZALCC 12 paras 33, 37; *De Jager v Mazibuko* (LCC57/2020) [2020] ZALCC 7 para 14.

12 *Mazibuko* (n 11) para 14, citing *Nkosi v Buhrmann* (1/2000) [2001] ZASCA 98 para 49.

13 *Mtenje* (n 11) paras 34, 35.

14 Section 1 of ESTA. See further section 3 of ESTA, which deals with the concept of ‘consent’ in much detail.

15 *Thwala* (n 1) para 33; *Prinsloo NO v Ngcongwane* (LCC 39/2009B) [2023] ZALCC 22 para 1; *Basfour 3327 (Pty) Ltd v Thwala* (LCC160/2017B) [2023] ZALCC 28 para 2.

16 *Rademeyer v Western Districts Council* 1998 (3) SA 1011 (SECLD) 1017B–C; *Residents of Joe Slovo Community, Western Cape v Thubelisha Homes* 2010 (3) SA 454 (CC) paras 151 and 278; *Klaase v Van der Merwe NO* 2016 (6) SA 131 (CC) paras 53–57.

17 *Daniels* (n 4) para 61.

18 *ibid* para 60.

19 *ibid* para 59.

20 *ibid* para 62.

21 *Occupiers of 51 Olivia Road Berea Township & 197 Main Street Johannesburg v City of Johannesburg* 2008 (3) SA 208 (CC) paras 14–15; *Joe Slovo* (n 16) para 239. See further, G Muller, ‘Conceptualising “Meaningful Engagement” as a Deliberative Democratic Partnership’ (2011) 22(3) *Stell LR* 742, 743–744 and 753–756; S Mahomed, ‘The Potential of Meaningful Engagement in Realising Socio-Economic Rights: Addressing Quality Concerns’ (LLM thesis, Stellenbosch University 2019) 3–8; S Liebenberg, ‘Engaging the Paradoxes of the Universal and Particular in

improving an existing dwelling, an occupier and the owner are obligated to meaningfully engage with each other.²² If they do not do so, the occupier may face an automatic eviction or occupation of an uninhabitable dwelling.²³ In such circumstances, occupiers and owners should engage with each other to see if they can agree on the improvements and the way to do them.²⁴ When meaningful engagement occurs, it promotes respect and concern for the parties' right to dignity, equality and freedom. If meaningful engagement between the parties fails, either party can approach a court to resolve the dispute.²⁵

Revisiting the Principles Set Out in *Daniels*

In *Daniels*, the occupier resided on privately owned land, with rights protected under ESTA.²⁶ She wished to effect improvements, at her own expense, to her existing dwelling.²⁷ The owner accepted that the current dwelling was uninhabitable and lacked basic amenities such as running water.²⁸ The occupier successfully argued in the Constitutional Court that her rights under sections 5 and 6 of ESTA included the right to make improvements to her existing dwelling.²⁹ The owner made a counter-argument that the occupier's rights were contained in section 6.³⁰ The right to make improvements was not one of the rights specified in section 6 and therefore, he argued, this meant that the occupier had no such right under ESTA.³¹

The court rejected this approach in interpreting ESTA.³² It found this reading of section 6 to be unduly narrow, considering the constitutional context and purpose for which ESTA has been enacted.³³ It held that the occupier's current dwelling did not accord with dignity under section 5.³⁴ The court ruled that the notion of 'reside' and 'security of tenure' must mean, at the very least, that the existing dwelling must be

Human Rights Adjudication: The Possibilities and Pitfalls of "Meaningful Engagement" (2012) 12(1) AHRLJ 1, 13–28; S van der Berg, 'Meaningful engagement: Proceduralising Socio-Economic Rights Further or Infusing Administrative Law with Substance?' (2013) 29(2) SAJHR 376, 381–388.

22 *Daniels* (n 4) para 62.

23 *ibid* paras 32, 52; *Mtenje* (n 11) paras 8–9, 12–14.

24 *ibid* paras 64, 68, 71. Compare *Olivia Road* (n 21) paras 13–14.

25 *ibid* para 65, citing *City of Tshwane Metropolitan Municipality v Link Africa (Pty) Ltd* 2015 (6) SA 440 (CC) para 152.

26 *ibid* para 3.

27 *ibid* para 8.

28 *ibid* para 7.

29 *ibid* para 10.

30 *ibid* para 27.

31 *ibid* para 27.

32 *ibid* para 28, citing *Thoroughbred Breeders' Association v Price Waterhouse* 2001 (4) SA 551 (SCA) para 12; *Bato Star Fishing (Pty) Ltd v Minister of Environmental Affairs and Tourism* 2004 (4) SA 490 (CC) para 90.

33 *Daniels* (n 4) para 29.

34 *ibid* para 31.

habitable.³⁵ While the court accepted that the rights enjoyed by occupiers were circumscribed by ESTA, which did not mention the right to make improvements, the court said that to deny an occupier such a right was to deprive that occupier of their dignity.³⁶

The court concluded that ESTA affords an occupier the right to make improvements without the owner's consent.³⁷ However, the court ruled that it was necessary for the owner and the occupier to meaningfully engage regarding the improvements.³⁸ As the parties had failed to engage regarding the proposed improvements, the court ordered them to do so.³⁹ The importance of *Daniels* cannot be overemphasised, but its principles are to be applied in a nuanced manner based on the context.

Construction of a New Dwelling as Set Out in *Thwala*

The respondents in *Thwala* resided in a dwelling built of mud walls and corrugated iron on the applicant's farm.⁴⁰ The old dwelling had cracks in the walls and its corrugated iron sheeting was insecurely affixed.⁴¹ The existing dwelling posed a danger to the occupiers, as it was not habitable and inconsistent with standards of dignity.⁴² Mr Hatting (the person in charge)⁴³ inspected the farm and discovered that the respondents were constructing a new brick-and-mortar dwelling without consent. He informed them that they had no consent to do so and served them with a notice to cease construction.⁴⁴

The applicant approached the LCC, which issued an interim order prohibiting the respondents from continuing with the construction of the new, separate dwelling.⁴⁵ The interim order instructed the parties to meaningfully engage or use mediation to resolve their dispute. Neither of these dispute resolution mechanisms yielded any results. The court issued a referral order to hear oral evidence.⁴⁶ On the return date, the

35 *ibid* para 32. On the standard of habitability, see LR Ngwenyama, 'A Common Standard of Habitability? A Comparison Between Tenants, Usufructuaries and Occupiers in South African Law' (LLD dissertation, Stellenbosch University 2021) 121–144.

36 *Daniels* (n 4) paras 27, 33–34.

37 *ibid* paras 57, 60.

38 *ibid* para 62.

39 *ibid* paras 64, 71.

40 *Thwala* (n 1) para 4.

41 *ibid* para 9.

42 *ibid* para 10.

43 A 'person in charge' is defined in section 1 of ESTA as a 'person who at the time of the relevant act, omission or conduct had or has legal authority to give consent to a person to reside on the land in question.'

44 *Thwala* (n 1) paras 6, 12.

45 *ibid* paras 1, 6

46 *ibid* para 2.

applicant sought a legal declaration to declare the construction of the new, separate dwelling unlawful.⁴⁷

The respondents argued that they were entitled to construct a new, separate dwelling without the applicant's consent. They averred that officials from the Department of Rural Development and Land Reform had informed them that they could do whatever they liked to their homestead without the applicant's consent.⁴⁸ The issue was whether the respondents were entitled to construct a new, separate dwelling without the applicant's consent outside the demarcated area. The respondents contended that *Daniels* was the authority to construct a new, separate dwelling without the applicant's consent as they were improving an old, existing dilapidated mud dwelling.⁴⁹

The LCC held that *Daniels* was no authority to construct a new, separate dwelling without the owner's consent; it was concerned with making improvements to an existing dwelling. In such instances, the court confirmed that meaningful engagement was required between the parties. In *Thwala*, the court held that an occupier could proceed and effect improvements without the owner's consent only after meaningful engagement and where the owner unreasonably withheld consent.⁵⁰ However, in *Daniels* it was held that the parties would have to take the matter to the courts to be decided if there was no agreement after meaningful engagement.⁵¹ The statement from the *Thwala* judgment departs from *Daniels* in a way that would probably not be the general rule.

The court held that an occupier did not have an unlimited right to effect improvements. However, it remarked that an occupier may effect improvements that were necessary to render the existing dwelling habitable and give effect to the right of dignity.⁵² *In casu*, the court observed that the mud dwelling was not fit for human habitation. Consequently, it acknowledged that the dwelling was not in harmony with the respondents' right to dignity.⁵³

The court suggested that, if the respondents had demolished the mud dwelling, levelled the same site, and rebuilt a strong and durable dwelling using cement blocks, they would have brought their dwelling within the meaning of improving an existing dwelling. It noted that such conduct could have rendered the dwelling habitable and consonant with the right to dignity. The court reiterated that such improvements could even have been effected without the applicant's consent. Contrary to the court's suggestion, the

47 *ibid* para 1.

48 *ibid* para 13.

49 *ibid* para 28.

50 *ibid* para 29.

51 *Daniels* (n 4) para 65.

52 *Thwala* (n 1) para 30, quoting *T.M Sibanyoni & Sibanyoni Family v Van Der Merwe & Any other person in charge of Farm 177, Vaalbank Portion 13 Hendrina, Mpumalanga* (LCC 119/2020) [2021] ZALCC 33 para 27.

53 *ibid* para 31.

respondents were constructing a new, separate dwelling without the owner's consent outside the demarcated area. Such conduct cannot be allowed under ESTA.⁵⁴

The issue in *Thwala* was not the use of land that was not authorised, but the construction of a new, separate dwelling without consent (with the previous dwelling being left as is). The court mentioned that it was up to the respondents to decide what they intended to do to ensure that their existing dwelling was proper and in line with their right to dignity.⁵⁵ The crucial issue in *Thwala* was that there was no right to construct a new, separate structure without consent. This means the respondents would need consent to construct a new dwelling, whether inside or outside the demarcated area. Inside the demarcated area, the improvements (whether new build or renovations) would have to be on the same footprint as the existing building. If meaningful engagement fails, it does not allow new, separate building without consent (e.g. if meaningful engagement happens, but no consent is given, occupiers are not permitted to construct a new building).⁵⁶

Discussion

Did the LCC Get the Decision Right?

The LCC got the decision right. The respective decisions in *Daniels* and *Thwala* are unique: *Daniels* was concerned with improving an existing structure, whereas *Thwala* dealt with the construction of a new, separate dwelling outside the demarcated area. In both instances it was important to question whether the occupiers resided in a dwelling that protected their dignity. Occupation should not primarily be concerned with a roof over an occupier's head, but should be compatible with dignity and other fundamental rights.⁵⁷

The *Thwala* case can be distinguished from *Daniels* in that the occupiers were not involved in *improving* their existing dwelling to make it habitable. Instead, they were constructing a new, separate dwelling outside the demarcated area, without the owner's consent. The *Thwala* case is not about improving an existing dwelling aimed at achieving a standard of dignity. Rather, the occupiers wanted to construct a new, separate dwelling because their existing dwelling was not habitable.

In *Thwala*-like cases, *Daniels* is not the authority to construct a new, separate dwelling without the owner's consent, even though the occupiers' existing dwelling affects their right to dignity, as was found in *Daniels*. It does not mean that, where a dwelling is uninhabitable and affects the dignity of the occupiers, the occupiers could improve the existing dwelling or construct a new, separate dwelling in total disregard of an owner's

54 *ibid* para 31.

55 *ibid* para 31.

56 *ibid* para 33.

57 *Daniels* (n 4) para 31.

property right. Instead, the occupiers must follow the proper procedure (as outlined below) to challenge the uninhabitable dwelling, as set out in *Daniels*.

The *Thwala* judgment rightfully indicates what occupiers must do to improve an existing dwelling. In saying that it was up to the occupiers to decide what to do regarding the mud dwelling, the LCC shows that it would not be prescriptive about how the living conditions of an occupier need to be made compliant with ESTA's habitability and dignity standard. The occupiers must simply follow the procedure. Nothing following the judgment prevented the occupiers from approaching the owners, engaging with them and even obtaining their consent for the new, separate dwelling. Alternatively, they could do as the court advised, and improve the existing dwelling by breaking it down and reinforcing it. Therefore, the procedural step requiring meaningful engagement is still available to the parties. The court not making meaningful engagement a court order does not change the fact that meaningful engagement is a step that the occupiers may exercise.

Role of Meaningful Engagement

Meaningful engagement provides the parties concerned with an opportunity to be heard and participate as equals in resolving disputes.⁵⁸ In *Daniels*, the court used and imposed it in the context of improving an existing dwelling to balance the competing rights and/or interests of the occupiers and owners. It is the duty of the occupiers to engage with the owner before improving their existing dwelling.⁵⁹

Madlanga J in *Daniels* held that meaningful engagement may yield certain results. He indicated that the owner may (a) grant consent; (b) convince the occupier that the dwelling is, in fact, acceptable and that the proposed improvements are not required; (c) show that the improvements do not have to be as the occupier had intended; and (d) indicate that the proposed improvements may compromise the physical condition of the structure.⁶⁰ As such, the role of meaningful engagement is to enable the parties to decide how to make the dwelling acceptable.

He ordered the parties to engage meaningfully regarding the implementation of the improvements, especially on the builders' arrival and departure on the farm and the need to approve any building plans.⁶¹ An occupier and an owner may not disregard a court-ordered meaningful engagement. The parties should be able to show that they had attempted to engage meaningfully, as it is a procedural step.

58 P de Vos and W Freedman (eds), *South African Constitutional Law in Context* (2nd edn, Oxford University Press 2021) 817.

59 *Daniels* (n 4) para 64.

60 *ibid* para 64.

61 *ibid* para 71.

Court-ordered meaningful engagement can contribute to resolving disputes and ensure that the injustices of the past and the stark division and disparity between the ‘haves’ and ‘have-nots’ in South African society are not further perpetuated.⁶²

Conclusion

Despite the need of occupiers to construct a new, separate dwelling to ensure a standard of habitability and give effect to their right to dignity, *Daniels* is context sensitive. It is therefore not a blanket authority to construct a new, separate dwelling. Where the existing dwelling of occupiers is not habitable and it is necessary to construct a new one, it must be done only after meaningful engagement between the occupier and the owner in accordance with the general guidelines set out in *Daniels*.

The *Thwala* judgment confirms that there is no right to construct a new, separate structure without the owner’s consent. *Thwala* outlines the limits of the *Daniels* standard for how and when an occupier may not effect improvements, namely by constructing a new, separate dwelling without consent. This judgment should be welcomed: it reflects the appropriate approach to effecting improvements to an existing dwelling under ESTA. The court in *Thwala* should be applauded for speaking out against the violation of the rights and/or interests of owners by occupiers.

It is therefore asserted that the lack of meaningful engagement is not the decisive issue when occupiers want to build a new, separate structure without consent. Consent is the key substantive requirement in cases of erecting new, separate dwellings. Meaningful engagement is a procedural requirement, but even if meaningful engagement occurs, a new, separate dwelling cannot be constructed under ESTA without consent.

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62 T.M Sibanyoni (n 52) para 26.

References

- Carey Miller D and Pope A, *Land Title in South Africa* (Juta 2000).
- De Vos P and W Freedman (eds), *South African Constitutional Law in Context* (2nd edn, Oxford University Press 2021).
- Liebenberg S, 'Engaging the Paradoxes of the Universal and Particular in Human Rights Adjudication: The Possibilities and Pitfalls of "Meaningful Engagement"' (2012) 12(1) African Human Rights Law Journal.
- Mahomedy S, 'The Potential of Meaningful Engagement in Realising Socio-Economic Rights: Addressing Quality Concerns' (LLM thesis, Stellenbosch University 2019).
- Muller G, 'Conceptualising "Meaningful Engagement" as a Deliberative Democratic Partnership' (2011) 22(3) Stellenbosch Law Review.
- Muller G, Brits R, Boggenpoel ZT and Pienaar JM, *Silberberg and Schoeman's The Law of Property* (6th edn, LexisNexis 2019).
- Ngwenyama LR, 'A Common Standard of Habitability? A Comparison Between Tenants, Usufructuaries and Occupiers in South African Law' (LLD dissertation, Stellenbosch University 2021).
- Pienaar JM, 'Farm Workers: Extending Security of Tenure in Terms of Recent Legislation' (1998) 13(2) Southern African Public Law.
- Pienaar JM, *Land Reform* (Juta 2014).
- Scheepers T and Du Plessis W, 'Extension of Security of Tenure Act: A Bone of Contention' (1998) 61 Journal of Contemporary Roman-Dutch Law.
- Van der Berg S, 'Meaningful Engagement: Proceduralising Socio-Economic Rights Further or Infusing Administrative Law with Substance?' (2013) 29(2) South African Journal on Human Rights. <https://doi.org/10.1080/19962126.2013.11865079>

Cases

- Bato Star Fishing (Pty) Ltd v Minister of Environmental Affairs and Tourism* 2004 (4) SA 490 (CC).
- Basfour 3327 (Pty) Ltd v Thwala* (LCC160/2017) [2022] ZALCC 20.
- Basfour 3327 (Pty) Ltd v Thwala* (Leave to Appeal) (LCC160/2017B) [2023] ZALCC 28.
- City of Tshwane Metropolitan Municipality v Link Africa (Pty) Ltd* 2015 (6) SA 440 (CC).
- Daniels v Scribante* 2017 (4) SA 341 (CC).

De Jager v Mazibuko (LCC57/2020) [2020] ZALCC 7.

Erasmus v Mtenje (LCC202/2017) [2018] ZALCC 12.

Government of the Republic of South Africa v Grootboom 2001 (1) SA 46 (CC).

Hattingh v Juta 2013 (3) SA 275 (CC).

Klaase v Van der Merwe NO 2016 (6) SA 131 (CC).

Nkosi v Buhrmann (1/2000) [2001] ZASCA 98.

Occupiers of 51 Olivia Road Berea Township & 197 Main Street Johannesburg v City of Johannesburg 2008 (3) SA 208 (CC).

Prinsloo NO v Ngcongwane (LCC 39/2009B) [2023] ZALCC 22.

Rademeyer v Western Districts Council 1998 (3) SA 1011 (SECLD).

Residents of Joe Slovo Community, Western Cape v Thubelisha Homes 2010 (3) SA 454 (CC).

Sibanyoni v Holtzhausen (LCC143/2015) [2019] ZALCC 11.

Thoroughbred Breeders' Association v Price Waterhouse 2001 (4) SA 551 (SCA).

T.M Sibanyoni & Sibanyoni Family v Van Der Merwe & Any other person in charge of Farm 177, Vaalbank Portion 13 Hendrina, Mpumalanga (LCC 119/2020) [2021] ZALCC 33.

Legislation

Constitution of the Republic of South Africa, 1996.

Extension of Security of Tenure Act 62 of 1997 (ESTA).