

PAT DEWES ATTORNEYS

Our ref: AL Kaufmann/06S693001

Per email: pd@patdewes.co.za

Date: 9 December 2022

“WITHOUT PREJUDICE”

Dear Mr. Dewes

RE: PROPERTY DISPUTE: PORTIONS 334 AND 335 OF THE FARM SPRINGVALE

The above matter refers.

At the outset my Client's and I extend our gratitude to you for facilitating the round table meeting last week and for adopting the approach taken thus far.

After having taken cognisance of the discussion and the various without prejudice submissions made by the respective parties, I have been instructed to record and/or reiterate the following:

1. Prior to purchasing the property, representations were made to my Clients that portion 334 consisted of both portions 334 and 335.
2. On the aforementioned representations, together with the fact that foundations and retaining walls had already been erected, my Clients took transfer and continued building the house, which house now forms the subject of this dispute.
3. At the time of selling the house to your clients, my Clients were not privy to any information, nor had they been made aware of the fact that the house that they had built encroached onto portion 335. My Clients at all material times were of the *bona fide* belief that portion 334 consisted of both portions described as 334 and 335.

HAY AND SCOTT ATTORNEYS
Vat No: 4320203344

 +27 033 342 4800
 www.hayandscott.com

HEAD OFFICE
Top Floor, 3 Highgate Drive, Redlands Estate,
1 George MacFarlane Lane, Pietermaritzburg
P.O.Box
P.O.Box 12 000, Dorpspruit, 3206
Docex
Docex 26, Pietermaritzburg

PARTNERS
Paul Simon Hay
Roderick Farmer Brent
Jeremy Frank Capon
Diana Oliwia Pęczak
Anthony Luke Kaufmann

Senior Consultant:
Andrew Bruce Léman Scott
Senior Associates:
Grant Douglas Williams
Simon Rory Pennefather
Faadela Essop
Associates:
Michaela Amy Kinsley
Katelyn Marie McFarlane
Chelsea Fay Strachan

4. My clients, in hindsight, appreciate that at the time of purchasing the property and erecting the house, they ought to have exercised a greater degree of due diligence. With this being said and given that my Clients were guided by the seller and an estate agent at the time, they could not have reasonably anticipated that the representations made were not sound.
5. With this being said, my Clients are of the view that both your clients and the bondholder also ought to have carried out the same degree of due diligence referred to above.

In light of that recorded above, my Clients contend that in the event of any fault being attributed to them, it would be unjust to apportion a greater percentage of fault on their part.

It is my Client's further contention that your client's will, to a certain extent, benefit from the acquisition of the purchase of 335, given the reduced cost at which Coventry is prepared to dispose of portion 335.

Notwithstanding all of that recorded above, my Clients have agreed to attempt to settle the matter on the following basis:

- a. My Clients will make payment of R 140 000.00 (One Hundred and Forty Thousand Rand) toward the purchase price inclusive of any ancillary costs occasioned with the purchase of portion 335.
- b. Payment of the aforementioned amount is conditional on the property on which my Clients reside being sold, and payment will be wholly suspended until such time that transfer has taken place and the proceeds of the sale received by my client. My instructions are that the house is currently on the market for sale.

Lastly, I am instructed to record that, financially, my Clients simply cannot afford to make a greater contribution and will not be able to make any contribution until the house they reside in now is sold.

The aforementioned offer is made solely without prejudice and all my Clients rights remain reserved.

I look forward to hearing from you.

Yours sincerely

A L Kaufmann

A L KAUFMANN

HAY AND SCOTT ATTORNEYS

anthony@hayandscott.co.za