

André Kirsten

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6 JULY 2026

“WITHOUT PREJUDICE SAVE AS TO COSTS”

OUR REF AK/GERICKE

TO: Cape of Goodhope

Society for the Prevention of Cruelty to Animal

PER: ELANI STEENKAMP

VIA EMAIL: inspectorate@spca-ct.co.za

Dear Madam,

RE: DEFAMATORY PUBLICATIONS, MISREPRESENTATION OF FACTS, DEMAND FOR THE RETURN OF ANIMALS AND WITHDRAWAL OF FALSE PUBLIC STATEMENTS

1. We act on behalf of Mr Oliver Gericke ("our client").
2. We address this letter following a careful consideration of the events that have transpired since your Society first attended at our client's premises during June 2026.
3. Our client has instructed us that he has, at all material times, cooperated fully with your inspectors and has never once refused the SPCA access to his premises when he was at his premises. It is therefore both surprising and deeply concerning that your Society elected to obtain a court ordered warrant and subsequently published material portraying our client as someone engaged in criminal and irresponsible conduct, when such portrayal is materially inaccurate and omits critical facts.
4. The purpose of this letter is to place the SPCA on terms.

André Kirsten B.Proc 1996

BACKGROUND

5. Following a complaint lodged by our client's former girlfriend after the breakdown of their relationship, inspectors from your Society attended at our client's premises on or about 6 June 2026. Kindly note that our office has previously represented our client in attempts by his ex-girlfriend to have him arrested for various other charges, on false grounds. These charges were never enrolled by the NPA. Our client is of the view that attempts to have our client arrested, cited on animal abuse by this complainant is fuelled by her previous failed attempts with the NPA.
6. During that inspection, concerns were raised regarding:
 - 6.1.a Ball Python allegedly suffering from a respiratory illness; and
 - 6.2.certain chickens housed inside the residence, apparently in an unhygienic state.
7. Your inspectors thereafter instructed our client to obtain veterinary treatment for the Ball Python. Our client immediately informed your inspectors that no veterinarian treating exotic reptiles was available during the relevant weekend.
8. More importantly, and as your inspectors were informed, the Ball Python did not belong to our client. It belonged to his former girlfriend, your complainant, who also owned the chickens. She was the holder of the relevant permit issued by CapeNature in respect of the Ball Python. She had in fact abandoned the ball python and the chickens at our client's premises after she left his premises in May 2026. She was fully aware that her ball python was unwell, but chose to abandon it anyway, leaving our client to care for it.
9. On 8 June 2026 our client requested that she remove her animals from his property. She attended the premises during our client's absence on 9 June and removed the Ball Python and the chickens. However, she did not merely remove her own animals. According to our instructions she unlawfully removed property belonging to our client, including:
 - 9.1. four heating lamps;
 - 9.2. the wiring associated with those heating lamps;
 - 9.3. two thermostats; and
 - 9.4. an enclosure which had previously been gifted to our client, in which the female white-lipped viper was housed.
10. Far more concerning, she removed one of our client's White-Lipped Vipers from its enclosure and left it inside an unheated plastic container, thereby creating an obvious welfare concern for the snake. She also removed the puppy's litter tray and left the premises in a state of considerable disarray.

Follow-up inspection

11. When your inspectors returned on 10 June 2026, our client had only had sufficient opportunity to ensure that the displaced viper was safely rehoused. He had not yet had an opportunity to restore the premises following the deliberate disruption caused by his former girlfriend. Despite this explanation, your inspectors elected to attribute the temporary condition of the premises to our client.
12. During that inspection concerns were raised regarding:
 - 12.1 the size of one enclosure, particularly that of the carpet python;
 - 12.2 shedding material inside the Carpet Python enclosure; and
 - 12.3 puppy and adult dog faeces inside the residence.

13. General concerns were raised about the sizes of the other enclosures, but particular attention was given to the carpet python enclosure size.
14. Our client explained that:
- 14.1. the Carpet Python was actively shedding, which naturally results in skin debris within the enclosure;
 - 14.2. the Carpet Python enclosure complied with the dimensions approved by Cape Nature when the permit was issued. In fact the size of the enclosure was disclosed in the application form.;
 - 14.3. the White-Lipped Viper enclosures complied with the dimensions approved by CapeNature when his permits were issued;
 - 14.4. White-Lipped Vipers are an ambush species which do not thrive in excessively large enclosures and frequently refuse food when placed in overly exposed environments; and
 - 14.5. enlarging the enclosure would require extensive environmental modification, including the establishment of adequate vegetation necessary for the welfare of the animals.
15. According to our client, these explanations were either dismissed or ignored.

Valid permits

16. Your inspectors subsequently questioned the validity of our client's permits. This is an extraordinarily serious allegation. Our client is the lawful holder of a valid permit issued by CapeNature in respect of the reptiles belonging to him. Before a permit was issued, CapeNature was fully informed of:
- 16.1. the species being kept;
 - 16.2. the husbandry methods employed;
 - 16.3. the enclosures utilised; and
 - 16.4. the dimensions of those enclosures.
17. The permit was nevertheless granted. Our client has provided photographs of his enclosures to CapeNature by email. Also on email are CapeNature's indication that the rest of the snakes would be placed on the permit for the python when it is renewed in 2027. We are in possession of all email correspondence with CapeNature.
18. Your subsequent public suggestion that the legality of our client's permits was questionable is therefore wholly misleading.

The warrant inspection and seizure

19. On or about 25 June 2026 your Society attended at our client's residence accompanied by Law Enforcement officers pursuant to an animal inspection warrant. Despite our client's history of cooperation, his reptiles were ultimately seized. Your inspectors again alleged that:
- 19.1. the enclosures were too small;
 - 19.2. the enclosures were unhygienic;
 - 19.3. the Carpet Python enclosure contained excessive debris; and
 - 19.4. the puppy and the adult dog had been kept in unhygienic conditions.

20. These allegations are disputed. Our client instructs us that:
- 20.1. all reptile enclosures are cleaned twice daily;
 - 20.2. the water bowl referred to in your Compliance Notice had been fouled only shortly before your inspection by normal reptile defecation;
 - 20.3. the Carpet Python enclosure merely contained shedding material associated with the natural shedding process;
 - 20.4. the puppy's litter tray had been removed from the premises by his former girlfriend, your complainant, and was in the process of being house-trained.

Events involving Law Enforcement

21. Following your inspection, Law Enforcement officers searched our client's premises, vehicle and personal belongings. Our client remains entirely unaware of the legal basis upon which this search extended beyond the scope of the animal welfare investigation.
22. During that search the officers located:
- 22.1. two commercially manufactured smoke-emitting devices;
 - 22.2. two air rifles utilised by our client in the ordinary course of his employment in pest control; and
 - 22.3. a moderator (silencer).
23. Our client was arrested for alleged possession of explosives, but not before a spectacle occurred outside his residence, with photographs being taken of his premises, with military officers in attendance, and a video of his being arrested was shot. He spent four nights in custody in a police holding cell.
24. On 29 June our client was taken to court. Our office was in attendance. However, the matter was not enrolled after concerns were raised regarding the legal basis upon which these items had been searched for and seized. It is significant that none of these items seized formed part of the original purpose of your Society's attendance.
25. Equally concerning is that your Society nevertheless chose to publicly associate our client with alleged "explosives" and criminal conduct before any competent court had made any such finding.

Publication of false and misleading material

26. Following these events your Society published material on various public platforms including photographs and video footage depicting:
- 26.1. our client's residence;
 - 26.2. the interior of his home;
 - 26.3. his personal property;
 - 26.4. the reptiles;
 - 26.5. the smoke devices;
 - 26.6. the air rifles;
 - 26.7. the moderator;
 - 26.8. video footage of our client being handcuffed; and
 - 26.9. headlines suggesting that an ordinary animal welfare inspection had escalated into a military explosives operation.

27. The publication further suggested, expressly or by implication, that:
- 27.1. our client possessed unlawful or invalid permits;
 - 27.2. his reptiles were generally kept in unhygienic conditions;
 - 27.3. his enclosures were inherently inadequate;
 - 27.4. dangerous explosives had been discovered at his residence; and
 - 27.5. your intervention prevented significant public danger.
28. These publications are materially false, misleading, sensationalised and highly prejudicial. The public is never informed that:
- 28.1. the reptiles are lawfully permitted;
 - 28.2. the enclosure sizes had been accepted by CapeNature;
 - 28.3. the Ball Python did not belong to our client, but to your complainant
 - 28.4. the chickens also belonged to you complainant;
 - 28.5. the condition of the premises immediately followed the conduct of the former girlfriend;
 - 28.6. the Carpet Python was simply undergoing a natural shedding cycle;
 - 28.7. the air rifles are tools of our client's employment, and does not require any licenses;
 - 28.8. the moderator was not itself an unlawful weapon; or
 - 28.9. the criminal matter arising from the seizure of the smoke devices was not enrolled.
29. The overall impression deliberately created is that our client is an irresponsible, unlawful keeper of exotic animals who was found in possession of military-grade explosives.
30. That impression is demonstrably inaccurate.

Purported acquisition of ownership in terms of Regulation 468

31. Following his release, our client contacted your inspector on Friday 3 July in accordance with the notice left by your Society inviting him to discuss the seizure of his reptiles. After being questioned in an extremely accusatorial fashion as to why he was not in attendances within 7 days, he explained that he had been:
- 31.1. detained in custody for four days;
 - 31.2. returned to a flooded residence following a burst pipe;
 - 31.3. required to restore his home after the search conducted by Law Enforcement; and
 - 31.4. suffering from illness following his detention.
32. Despite these entirely reasonable explanations, your inspector informed our client that the reptiles now belonged to the SPCA by virtue of Regulation 468. With respect, this interpretation of the Regulation is legally untenable.
33. The notice left with our client merely requested that he present himself at the SPCA within seven days to discuss the matter. It did not state that a failure to do so would result in an automatic forfeiture of ownership, nor did it advise our client that his proprietary rights would be extinguished after the expiry of the seven-day period. Had such drastic consequences been contemplated, one would have expected them to be clearly and unequivocally communicated.
34. In any event, our client never abandoned his animals, nor did he at any stage indicate an intention to relinquish ownership thereof. On the contrary, he has consistently maintained that the reptiles are lawfully his, that he is the holder of valid permits issued by CapeNature in respect thereof, and that he disputes both the factual and legal basis upon which they were seized. Immediately upon being in a position to do so, he contacted your inspector and sought to engage with the SPCA with a view to securing the return of his animals.

35. Your inspector was advised that our client's attendance had been delayed because he had spent four nights in police custody following his arrest, had returned home to discover that his residence had flooded due to a burst pipe during his detention, had been required to restore his home after it had been extensively searched, and had become ill thereafter. These are objective and entirely reasonable explanations for any delay. It is difficult to conceive how, in those circumstances, the SPCA could reasonably have concluded that our client had abandoned his animals or no longer intended to assert his rights of ownership.
36. Furthermore, Regulation 468 does not provide that ownership automatically vests in the SPCA upon the mere expiry of seven days. At most, it confers a discretion upon the Society in respect of animals that have genuinely not been claimed. That discretion must be exercised lawfully, rationally, reasonably and in accordance with the principles of procedural fairness. It cannot simply be exercised on the erroneous premise that ownership has automatically passed to the SPCA by operation of law.
37. Our client expressly disputes that the prerequisites for the exercise of any discretion in terms of Regulation 468 have been satisfied. He disputes the justification for the seizure of his reptiles, which, on the facts, appears to have occurred only after he was arrested in relation to allegations concerning the possession of certain items that were entirely unrelated to the animal welfare investigation. He further disputes the allegations that the reptiles were housed in inadequate enclosures, that the husbandry standards were deficient, or that the animals were suffering unnecessary suffering. At all material times, our client has maintained his ownership of the reptiles and has consistently asserted his intention to reclaim them.
38. Indeed, the chronology of events gives rise to serious concern. Prior to our client's arrest, the Society had elected to issue him with a Compliance Notice at 14:59, requiring that certain matters be remedied within prescribed time periods, including affording him seventy-two (72) hours to address certain alleged shortcomings and five (5) days to enlarge certain enclosures. The issuing of a Compliance Notice is wholly inconsistent with any intention to immediately seize the reptiles. Had the Society genuinely formed the view that the reptiles were suffering to such an extent that their immediate removal was warranted, there would have been no purpose in granting our client periods within which to remedy the alleged defects. The only reasonable inference to be drawn from the chronology is that the decision to seize the reptiles arose only after it became apparent that our client was going to be arrested and removed from his home. The seizure notice was issued at 17:34.
39. Against this background, it is difficult to understand how the Society could lawfully conclude that the reptiles had become "unclaimed" for the purposes of Regulation 468. The reptiles were never abandoned. Their owner was involuntarily deprived of his liberty, thereby preventing him from exercising control over them, and upon his release he asserted his ownership and sought to engage with the Society regarding their return. To characterise those circumstances as constituting a failure to claim the animals would be both factually incorrect and legally unsustainable.
40. Should the SPCA persist in maintaining that ownership has vested in it, we call upon you to identify the precise statutory basis upon which that contention is advanced, to furnish a copy of the decision whereby ownership was purportedly transferred, the reasons for that decision, and all documentation recording the exercise of the discretion upon which you rely.

Demand

41. Accordingly, our client demands that your Society:
- 41.1. Immediately confirm that the reptiles remain alive and in good health.

- 41.2. Confirm that none of the reptiles will be euthanised, transferred , rehomed or otherwise disposed of pending the resolution of this dispute.
- 41.3. Provide copies of every veterinary report, inspection report, welfare assessment, photograph and internal memorandum relating to the reptiles.
- 41.4. Provide the legal basis upon which ownership is alleged to have vested in the SPCA.
- 41.5. Provide a report of any discussions with CapeNature regarding the permit.
- 41.6. Withdraw every public statement suggesting that our client's permit was invalid or questionable.
- 41.7. Withdraw every publication implying that our client was unlawfully in possession of explosives or that he was engaged in criminal conduct beyond what was factually known.
- 41.8. Remove all photographs and videos depicting our client, his residence, his property and the seized items pending resolution of this dispute.
- 41.9. Publish a correction making clear that:
 - 41.9.1. our client held a valid CapeNature permit;
 - 41.9.2. ownership of the reptiles remains disputed;
 - 41.9.3. the criminal matter concerning the seized items was not enrolled; and
 - 41.9.4. the allegations concerning husbandry remain disputed.
 - 41.9.5. Confirm that the reptiles will be returned to our client pending any competent court determining otherwise.

Reservation of Rights

42. Should your Society fail to provide satisfactory written undertakings within five (5) days of receipt of this correspondence, or should there be any indication that it intends to permanently deprive our client of his lawfully permitted reptiles before the dispute has been determined by a court of competent jurisdiction, our instructions are to approach the High Court on an urgent basis for appropriate relief.
43. Such relief will include, but will not necessarily be limited to, an interim interdict restraining the Society from disposing of or euthanizing the reptiles, an order directing that the reptiles be preserved and, where appropriate, returned to our client pending the final determination of the dispute, together with such further and/or alternative relief as the Court may deem fit, including a review of the Society's decision to retain and/or assert ownership of the reptiles. The Society is accordingly placed on notice that any attempt to dispose of the reptiles whilst ownership remains disputed will be met with immediate legal proceedings, and the Society will be held liable for all costs occasioned thereby.
44. Further all our client's rights remain strictly reserved in terms of :
 - 44.1. claims arising from the publication of defamatory and misleading statements;
 - 44.2. claims arising from the unlawful publication of photographs and video footage of our client's person, residence and possessions; and
 - 44.3. any additional relief our client may be advised to pursue.
45. Nothing contained herein constitutes a waiver of any rights our client may have arising from the conduct of the SPCA, its inspectors, or any other parties involved in these events.

We trust that your Society will give this matter the serious attention it deserves.



Kind Regards

André Kirsten