Keagan Hyslop

Associate

Keagan Hyslop is an Associate in our Corporate & Commercial practice. His focus is on mergers and acquisitions, general commercial law, and company law.

About Keagan

After graduating from the University of Johannesburg with a BCom (Law) in 2019 and a LLB in 2021, Keagan joined Cliffe Dekker Hofmeyr in 2022 as a candidate attorney. As a Candidate Attorney, Keagan spent time in our Dispute Resolution, Employment Law and Corporate & Commercial practices. In 2024, Keagan was retained as an Associate in our Corporate & Commercial practice.

Credentials

Education

- BCom (Law), University of Johannesburg (Cum Laude)
- LLB, University of Johannesburg (Cum Laude)
- Admitted as an attorney in 2024

Experience

- Sanofi-Aventis South Africa

  Advised Sanofi-Aventis South Africa Proprietary Limited in the sale by Sanofi-Aventis South Africa Proprietary Limited of its entire shareholding in Opella Healthcare South Proprietary Limited, which housed its South Africa based consumer healthcare unit and CHOICE range of products, to CFAO Société Anonyme.

- Social Employment Fund

  Advised and provided legal support to the Industrial Development Corporation in implementing, as part of the Presidential Employment Stimulus, its award-winning Social Employment Fund project that created over 100,000 job opportunities as part of its mandate to advance sustainable job creation throughout communities in South Africa.

Contact Keagan

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Keagan on LinkedIn

Expertise

Corporate & Commercial Law

Location

Johannesburg

Language

English

- Drafting M&A transaction agreements and documents; transaction management; legal due diligence investigations; Companies Tribunal applications; and drafting opinions on the Companies Act No 71 of 2008 and the law of contract.

- Corporate structuring, which includes drafting and preparing memoranda of incorporation and shareholders agreements;onshore corporate structuring for offshore clients; and private individual corporate structuring.

- Drafting general commercial agreements including service level, services and management agreements, collaboration and other relationship agreements, security agreements, asset-for-share agreements, and supply agreements.

News

MOI v Companies Act amendments: A fight best settled out of court

As the dust settles following the President's belated Christmas gift of bringing the amendments to the Companies Act 71 of 2008 (Companies Act) into operation on 27 December 2024, it is clear that many companies are still grappling with the consequences of the amendments. An increasingly common issue is the inconsistencies these amendments bring about between the Companies Act (as amended) and a company's memorandum of incorporation (MOI).

50/50 shareholders and oppressive conduct: When some shareholders are more equal than others

A fundamental principle of South African company law is " majority rules " – shareholders and directors are bound by the decisions of the majority even where such decisions are not in their interest. However, recognising the potential for unfair abuse of such a principle, the Companies Act 71 of 2008 (Companies Act) devised section 163, which allows a director or shareholder of a company to apply to court for relief from oppressive conduct of the company or a person related to it that unfairly disregards or prejudices the interests of the applicant. Section 163 therefore paints the picture of a majority shareholder abusing its ability to control the company to unfairly bully or oppress minority shareholders. But what happens if the shareholders are equals – can a 50/50 shareholder be oppressed by their equal? This was the question before the High Court in Van der Watt v Schoeman and Others 91 SA 531 (ECGq).

Know your limitations: Lessons from English case law on limitations of liability

Managing risk and allocating liability forms the focal (and sticking) point of many agreements, whether transactional (e.g. a sale) or relationship-based (e.g. a services agreement). A limitation of liability clause may be used to limit a party's liability in numerous ways, whether by time, amount or nature. Not only should a limitation of liability be carefully negotiated – it should also be carefully worded to ensure its interpretation aligns with the parties' agreed principles. The English case of Drax Energy Solutions Limited v Wipro Limited EWHC 1342 (TCC) highlighted the importance of the wording used in a limitation of liability. The similarities between the rules of interpretation in England and South Africa allow significant lessons to be gleaned from the case.

Directors' duties as they approach the abyss

A director is required at all times to act in the best interests of the company. " Company " in this context, is widely considered to be the present and future shareholders of the company, collectively. Essentially, for as long as a company operates as a going concern, a director must act in the interests of the general body of shareholders. However, the King IV Code adopts a stakeholder-inclusive approach to company governance, being a balancing of the needs, interests and expectations of material stakeholders in the best interests of the company. While the interests of the collective shareholders retain primacy, the interests of other stakeholders such as creditors have also become relevant in determining the best interests of the company.

If you forgot, then it was not that important: Missing annexures and tacit terms in contracts

It is no surprise that in the fast-paced commercial world parties may miss an annexure or omit a term when concluding and executing contracts. This raises the question of how a court will interpret a contract where a party suddenly alleges that the missing annexure renders it uncertain and void, or that the parties intended for a tacit term to be imputed into it? These questions were answered in the Supreme Court of Appeal (SCA) judgment of G Phadziri & Sons Proprietary Limited v Do Light Transport Proprietary Limited and Another 20 February 2023 (765/2021).

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