IN THE HIGH COURT OF SOUTH AFRICA

(EASTERN CAPE DIVISION - MTHATHA)

REPORTABLE

CASE No: 1820/2013

DATE : 07/08/2013

In the matter between:

WINDSOR HOTEL (PTY) LTD

And

NEW WINDSOR PROPERTIES (PTY) LTD

AND OTHERS

J U D G M E N T

BROOKS AJ

INTRODUCTION

[1] This is an application brought on notice of motion addressed to the nine respondents but utilising a truncated time frame for the filing of notices of opposition and answering affidavits. Accordingly the applicant seeks as preliminary relief the leave of this Court for the matter to proceed as an urgent

application as envisaged by the provisions of Rule 6(12) of the Uniform Rules of Court. A provisional order of substance is also sought.

[2] Personal service of the application papers occurred timeously upon 2nd to 7th respondents and 9th respondent respectively. At the request of the firm of attorneys duly instructed by 8th respondent who had got wind of the imminence of the application, the application papers were served upon them by facsimile transmission. Service occurred upon the first respondent by way of facsimile transmission to its *domicilium citandi et executandi* nominated in a sale agreement which had entered into with the applicant ("the sale agreement") and further upon it in terms of Rule 4(1)(a)(v) of the Uniform Rules of Court at the business premises which it occupies in Mthatha and which belong to the applicant ("the premises").

[3] Only the first respondent opposes the application.

[4] The applicant seeks a *rule nisi* returnable on 5 September 2013 at 10h00 calling upon the respondents to

show cause why a final order should not be issued:

1. Terminating the leases that exist between the first respondent and the 2nd to 9th respondents.
2. Substituting the applicant for the 1st respondent as the lessor of the premises.
3. Directing the 2nd to 9th respondents to pay their monthly rentals to the applicant.
4. Directing the first respondent to pay the costs of the applicant and the 2nd to 9th respondents only in the event of their opposition.

[5] The applicant seeks further that part of the order compelling 2nd to 9th respondents operate as an interim order with immediate effect pending the finalisation of the application. The order targeted seeks the payment of the rental to the applicant in the place and stead of the 1st respondent.

THE APPLICABLE LEGAL TEST

[6] For the granting of interim relief, the proper approach is

to take the facts set out by the applicant, together with any fact set out by the 1st respondent which the applicant cannot dispute, and to consider whether having regard to the inherent probabilities, the applicant should, not could, on those facts, obtain final relief at the trial. **Spur Steak Ranches Limited and Others v Saddles Steak Ranch, Claremont, and Another 1996(3) SA706 (C) at 714 E-F.**

POINTS IN LIMINE.

[7] As a preface to its opposition, the first respondent raises three points *in limine*. For the sake of convenience, they are dealt with in an order which differs from the manner in which they find expression in the answering affidavit.

[8] Lack of urgency. It is argued on behalf of the 1st respondent that the applicant has placed insufficient and unfounded allegations before the Court in a single paragraph in the founding affidavit, in an attempt to secure its order in terms of Rule 6(12) of the Uniform Rules of Court, and that such an order should not issue in the result. The Court is urged to adopt the view that the applicant has failed to set out explicitly in the founding

affidavit the circumstances upon which it relies to render the matter urgent and why it cannot be afforded substantial relieve in due course, resulting in an application which lacks the requisite element or degree of urgency. **Luna Meubel Vervaardigers Edms Bpk v Makin 1977(4) SA135 (W) at 139 F to 140 A. Commissioner for South African Revenue Service v Hawker Air Services Pty Ltd in re Commissioner for South African Revenue Service v Hawker Aviation Services Partnership and Others 2006(2) All SA 565 (SCA) 2006(4) SA272 (SCA).**

[9] In an associated argument the 1st respondent submits that there is an unsatisfactory history of delay on the part of the applicant before coming to court which is unexplained. To the extent that the applicant purports to rely upon the prospect that the King Sabata Dalindyebo ("KSD") Municipality may cut off the water and electricity supply to the premises due to an accumulation of arrears in the hands of the 1st respondent, the argument is that this is mere speculation until an email is sent out on 18 July 2013, 10 days after the applicant had already resolved to institute proceedings. Information about the arrears was

first given to the applicant by KSD Municipality on 4 July 2013. The resolution is taken on 8 July 2013 by the applicant to take legal proceedings, and the application issued only on 22 July 2013. The unexplained delay, says the first respondent, is indicative of self created urgency resulting in circumstances for which the applicant alone must take responsibility. **Dan Bolman and Another v African National Congress and Others 813/2011, 2011 ZAECGHC8, 31 March 2011**. In that judgment Pickering J was critical of applicants who, by their own delay, had created circumstances of extreme urgency, then prejudicial to their own case, whereas, had they acted sooner, they would have been in circumstances where some deviation from the provisions of Rule 6 would have been justified. The circumstances are very different in this matter and it is distinguishable in the result. No circumstances which would have justified this application being brought as an urgent application on 8 July 2013 have been lost because the applicant only issued its notice of motion on 22 July 2013. Moreover, no greater sense of urgency has developed in the passage of time before the issue of the notice of motion, resulting in the extreme urgency which Pickering J found had been created by the applicants

themselves. Accordingly, unlike the finding in that matter, there are no consequences created by the relatively insignificant delay for which the applicant is to be held accountable in the form of a dismissal of the application.

[10] The first respondent also warns against permitting the fact that a complete set of affidavits and accompanying heads of argument have been placed before this Court to cloud the issue whether the applicant's modification of the rules on the grounds of urgency was unacceptable. **Caledon Street Restaurants CC v Monica D'Aviera, unreported judgment of Kroon J, ECD Case No 2656/97, page 10, lines 16 to 21**. The warning is salutary. However I am of the respectful view that the very practical considerations of factors such as the incurring of unnecessarily duplicated case preparation and presentation procedures, with their concomitant increase in already substantial legal costs, and the undesirable duplication of the requirement of the attention and preparation of more than one court within a judicial system that is at times overburdened, must be weighed against any apparent prejudice to a respondent who has been brought to court on a truncated time frame. Indeed, such a respondent is equally exposed to the risk of

the undesirable duplications identified. Subject, of course, to limitations of capacity beyond the control of all concerned, the legitimate demands of society developing in the urbane after-glow of the initiation of our relatively young constitutional democracy must include an expectation that access to justice will not be impeded unnecessarily by an over-formalistic approach to adjectival considerations surrounding the resolution of disputes amongst its members.

[11] The proper exercise of the judicial discretion is as important a part of this assessment, as it is of the consideration of the substantive elements of any dispute. This is reflected in the introduction of the directive to practitioners required from a judge in terms of Practice Rule 12(a)(i) of the Joint Rules of Practice issued by the Judge President of the Eastern Cape High Courts, ("the Joint Rules of Practice"). This rule requires practitioners to place a comprehensive certificate of urgency before the Judge, setting out fully the nature of the application contemplated and the grounds relied upon for the assertion of urgency, whenever the applicant wishes to move the Court on a day which is not allocated for Motion Court. A

decision is then made by the Judge, taking all relevant factors into account, on the manner in which the matter will initially be handled. The decision is made on the content of the certificate only, without reading the application papers. Should the Judge determine that it is sufficiently urgent, he or she will give directions as to the time and place when and where the application is to be heard. This decision in no way binds any subsequent Judge in the exercise of his or her discretion on the issue of formal relief in terms of Rule 6(12) of the Uniform Rules of Court when the matter is heard. **Mbizana Development Forum v Minister of Justice and Constitutional Development and Others 1256/13 2013 ZAECMHC8 13 June 2013.**

[12] Mr Botma, who appeared for the 1st respondent, raised the issue of the history of this matter within the context of Practice Rule 12(a)(i) of the Joint Rules of Practice. It is common cause that during the week commencing 15 July 2013 a certificate of urgency was placed before one of the Judges of this court, who expressed the view that the matter was not urgent. During the following week, the applicant placed a certificate of urgency before a different Judge, who then issued a directive in terms of Rule 12(a)

(i) which was of assistance to the applicant. For reasons not germane to the present enquiry, the matter was postponed from its designated court in due course and placed before me. The 1st respondent argues that the applicant is bound by the decision of the initial Judge, who first refused to issue a directive in terms of Rule 12(a)(i) and queries whether the first decision is not in fact an order which is only appealable. At the very least, it was argued, the occurrence of this event should have been brought to the attention of the duty Judge who was approached during the following week. I am of the view that the status of a directive issued by a Judge in terms of Rule 12(a)(i) of the Joint Rules of Practice cannot be elevated to that of an order. Given its genesis prior to the issue of the application, the directive cannot even be regarded as a ruling. Indeed an order in terms of Rule 6(12) of the Uniform Rules of Court, which may or may not be issued by the court thereafter entertaining the application, is not final or definitive of the rights of the parties, nor has it the effect of disposing of at least a substantial portion of the relief claimed in the main proceedings, and it is therefore not appealable. **Ubambo v Presbyterian Church of Africa 1994(3) SA241 (SECLD)**

at 242 G - H and 243 A - B. The refusal of a Judge to issue such a directive cannot be the final word which binds an applicant. For example, an applicant may revise the certificate of urgency in such a way that informs the duty Judge better of the grounds for urgency, or some factual development in the context of the matter may occur which makes it desirable to re-approach the Court on an amplified certificate of urgency within a relatively short space of time. That said, at the very least, the codes of professional conduct which govern the two branches of the legal profession which serve our courts demand that in cases such as this, any prior history to an approach to a Judge for a directive in terms of Rule 12(a)(i) should be disclosed fully when such a directive is again sought.

[13] In the present matter, for the reason given, I am not persuaded that the applicant claims any urgency which may be termed self-created. As far as grounds for urgency are concerned, there is some merit in the first respondent's criticism that to some extent the basis upon which urgency is claimed is unsubstantiated and possibly speculative where it rests upon a fear that the KSD Municipality may cut off the services to the premises, but is this enough,

effectively, to non-suit the applicant at this stage? For reasons which follow, I am of the view that it is not.

[14] It is also apparent from a reading of the founding affidavit and its annexures, that the ongoing occupation of the premises by the 1st respondent is *prima facie* unlawful. In my assessment of whether the applicant has done enough to bring itself within the ambit of Rule 6(12) of the Uniform Rules of Court, I am constrained to confine myself to an analysis of the allegations in the founding affidavit. That this may involve an analysis of a broad conspectus of all the allegations contained in the founding affidavit, not only those which may or may not be included in a restricted portion devoted to the issue of urgency, is now established. **Cekeshe and Others v Premier of Eastern Cape 1998(4) SA935(TKD) at 948 A -F.**

[15] The applicant explains that the presence of the first respondent upon the premises is consequent upon the occurrence of two events. The first is the conclusion of the sale agreement between the applicant and the 1st respondent on 6 August 2009. The second is the conclusion of an agreement of lease between Eastern

Cape Development Corporation established in terms of Act 2 of 1997, of which the applicant is a wholly owned subsidiary, and the 1st respondent ("the lease agreement"). The lease agreement was concluded on 5 January 2010. Both agreements regulate the entitlement of the 1st respondent to beneficial occupation of the premises.

[16] The founding affidavit correctly identifies that in terms of the sale agreement, possession and occupation of the premises was to be given to the 1st respondent on the date of transfer, from which date the 1st respondent would be come entitled to all income derived from the premises, and would be liable for the payment of rates and what are described as "all other outgoings". Clause 7 of the sale agreement contains the relevant provisions. The founding affidavit also correctly identifies that the sale agreement contained a suspensive condition to the effect that the sale was conditional upon the 1st respondent confirming in writing within a period of 60 days from the date of signature of the sale agreement, that a bank has granted a loan to the 1st respondent to be secured by the registration of the first mortgage bond over the property. The founding affidavit specifically records that if the 1st respondent

failed to obtain the loan within the 60 day period, or such extended period as may be agreed upon mutually, the sale agreement would be null and void and of no further force or effect. Clause 5 of the sale agreement contains the relevant provisions. Clause 3.1 of the sale agreement also contains conditions which may be regarded as suspensive conditions within the context of the sale. The case of the applicant is that these conditions too, were not fulfilled timeously. The founding affidavit concludes its reference to the suspensive condition by alleging that the 1st respondent failed to furnish the guarantees within the time period specified in the agreement and indeed within a subsequent extension to 28 February 2010 and then again to September 2011.

[17] The lease agreement was the mechanism by which the 1st respondent gained access to and beneficial occupation of, the premises ahead of taking transfer. The lease agreement was for a period of two months as it was anticipated that the 1st respondent would have obtained the necessary guarantees for the payment of the purchase price within that period. A copy of the lease agreement is annexed to the founding affidavit. Section 5 of the

schedule to the lease agreement records the duration of the lease to be from 1 January 2010 to 28 February 2010. Against the sub-heading "Renewable period", item 5.4 of the Schedule, the abbreviation "N/A" appears. The founding affidavit alleges that notwithstanding cancellation of the agreements and the requirement that the 1st respondent vacate the premises in the result, it has failed to do so. The applicant is in the process of instituting proceedings for the eviction of the 1st respondent and annexes a copy of its particulars of claim to the founding affidavit.

[18] I am of the view that where, upon an objective analysis of the entire content of the founding affidavit, it is clear that by operation of law the ongoing presence of the 1st respondent is unlawful, this Court should not permit the consequences of the unlawful occupation to persist, simply because the 1st respondent has raised, as a point *in limine,* adjectival legal principles which militate against the hearing of this matter on the basis that insufficient allegations relating to the grounds for urgency have been set out in the founding affidavit. Whilst it may be so that insufficient proof is presented of the prospect of the KSD

Municipality actually taking drastic action as feared by the applicant for this to establish grounds for urgency in isolation, and whilst there is a measure of unexplained delay in the founding affidavit that demonstrates a period of time where the applicant appears to have been inactive after taking its resolution to proceed, which time could have been utilised in giving the respondents the benefit of the full periods envisaged by Rule 6 of the Uniform Rules of Court, rather than approaching this Court for the issue of a practice directive permitting the matter to proceed as one of urgency, I am of the view that sufficient grounds for urgency emerge from the founding affidavit to entitle me to exercise my discretion in favour of permitting the matter to proceed in terms of Rule 6(12). No considerations of resultant prejudice to any of the respondents are apparent to suggest that this decision is inappropriate. It follows that the primary point *in limine* must fail.

[19] Requirements for cancellation not followed. Argument is advanced on behalf of the 1st respondent to the effect that both in respect of the sale agreement and the lease agreement, the applicant has not followed the agreed procedures before claiming that the agreements have been

cancelled. As far as the sale agreement is concerned, reliance is placed upon clauses 19 and 20 thereof in support of this argument. Clause 19 describes a dispute resolution mechanism involving initial negotiation followed by arbitration. Clause 20 requires both parties, if alleging a breach of contract, to place the other *in mora* by way of written notice before becoming entitled *inter alia* to cancel the sale agreement. The 1st respondent alleges that the applicant failed to comply with either clause. The difficulty with this argument is that it is dependent upon the existence of the sale agreement, and a breach, for its validity. Once the sale agreement falls away as null and void, as a consequence of the non-fulfilment of the suspensive condition in clause 5, recourse cannot be had to the terms of the sale agreement which prescribe the procedures to be followed in circumstances of dispute or breach. It is as if those clauses were never written.

[20] The question that arises is whether anything is contained in the answering affidavit which disturbs the applicant's allegation that the sale agreement is null and void. The 1st respondent claims that the sale agreement remains alive by virtue of ongoing extensions of time being afforded to

the 1st respondent to obtain the necessary guarantees for the payment of the purchase price. The 1st respondent's affidavit contains the allegation that the extension is still the subject of discussion between the 1st respondent and the applicant and the delay is due to the resignation of the responsible member of staff from the employ of the applicant. This cannot be a sufficient response to the applicant's allegations that the already extended time period has expired. Indeed, clause 23 of the sale agreement requires that any variation of the terms and conditions of the sale agreement be recorded in writing and signed by the parties in order to be valid. No such written recordal of an extension of the relevant time period has been produced by the 1st respondent in support of its contentions. Just over one year has passed since the final date to which, on the applicant's version, the time period was extended. No mention is made in the answering affidavit of any prospect of securing the guarantees in the future, or indeed of any intention on the part of the 1st respondent to obtain this result. A written addendum to the sale agreement concluded on 5 November 2011 and signed on behalf of both the applicant and the 1st respondent, makes reference to the further extension of

the time period within which the suspensive condition in clause 5 was to be fulfilled. Clause 8 of the addendum records this as 20 April 2012. The addendum specifically concludes its own terms of reference with the following sentence:

> "All other terms and conditions in the agreement of sale shall remain the same."

Accordingly, by operation of law and according to the founding affidavit and replying affidavit, the sale agreement fell away at 30 April 2012.

Against the background of this reality, there was no need for the applicant to invoke the provisions of either clause 19 or clause 20 of the defunct sale agreement. The applicant's perception that the sale agreement was to be cancelled in the circumstances, is erroneous, but not in any way detrimental to the situation in which it found itself. An enquiry into whether or not other conditions of sale were fulfilled becomes completely irrelevant.

Indeed, on writing the letter of cancellation, so called,

on 25 March 2013, the applicant's attorneys correctly stated in the fifth paragraph:

> "You are hereby informed that the sale agreement has become null and void and of no further force or effect and/or alternatively the sale agreement is cancelled."

[21] Similar reliance is placed upon the ongoing existence of a valid lease agreement in resistance to the applicant's claims. The 1st respondent's answering affidavit claims that the lease agreement provides that in the event of the lease agreement coming to an end on the expiry date, 28 February 2010, prior to the parties reaching agreement, the lease shall continue on a month to month basis on the same terms and conditions with the right of either party to terminate the lease on one month's written notice. By "reaching agreement" I am assuming in the 1st respondent's favour that the allegation is intended to mean the production of the prerequisite guarantees for payment of the purchase price in fulfilment of the suspensive condition in clause 5. The affidavit continues

with the statement that no written notice to terminate the lease has ever been issued by either party. This allegation cannot stand. In the founding affidavit the applicant alleges that with the failure to furnish the guarantees timeously, the applicant cancelled the agreements. Both agreements are referred to. It alleges that in these circumstances, the 1st respondent became obliged to vacate the premises. In answer to these allegations, the 1st respondent admits that guarantees have never been furnished, but denies that there was any lawful termination of the lease. It puts the applicant to the proof of this allegation. Accordingly, in the replying affidavit, the applicant produces the proof. It is the letter addressed by the applicant's attorney to the 1st respondent on 25 March 2013. Paragraph 5 of the letter concludes with the sentence:

> "Consequently, your month to month lease agreement is also cancelled, and you are hereby required to vacate the premises by no later than 30 April 2013."

The 1st respondent argued before me that this cannot stand as a letter of termination, given that the verb "cancel" is utilised in the terminology.

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I am of the respectful opinion that in the business environment in which this communication occurred, and against the facts which have been demonstrated on the papers to be undisputed between the parties relating to the fate of the sale agreement, the letter cannot be understood as anything other than a notice to the 1st respondent, that the agreement of lease has been terminated. By that written instrument, the prerequisite notice period of one month was given to the 1st respondent and the obligation to vacate the premises was spelt out. This is followed by emailed correspondence addressed to the deponent of the answering affidavit on 18 April 2013 confirming the date of vacation of the premises. These allegations are surely sufficient for purposes of an interlocutory order to enable me to reach the conclusion that the ongoing occupation of the premises is without legal basis.

[22] It follows that both elements of the second point *in limine* must fail.

[23] Lack of authority. The third point *in limine* is based

upon the challenge that there was no proof in the founding papers that the deponent to the founding affidavit was duly authorised to depose to it. In the founding affidavit the deponent describes herself as an adult female director of Windsor Hotel Pty Ltd, a company registered in accordance with the company laws of the Republic of South Africa, which is the applicant. She states further that she is duly authorised by the applicant to depose to the founding affidavit, and indeed, to do all that is necessary to sue the respondents. In meeting the challenge in the answering affidavit, the deponent attaches a copy of written extracts from the minutes of a board meeting held by the applicant's board of directors on 8 July 2013 as an annexure to the replying affidavit. The minute reflects a resolution to institute legal proceedings against the respondents and to authorise the deponent to sign the necessary documents, including affidavits, and specifically to institute motion proceedings against the first respondent. Where the allegation of authorisation is made in the founding affidavit, but the documentary proof is omitted, this may be attached to the replying affidavit. **Moosa and**

 It follows that the third point *in limine* is without substance.

ENTITLEMENT TO RELIEF

[24] Much of the main defence to the relief claimed by the applicant was covered by the 1st respondent in the answering affidavit where the points *in limine* were advanced. What must be borne in mind is that against the background of the continued unlawful occupation of the premises by the 1st respondent, which is *prima facie* demonstrated in the papers before me, no relief contemplating the eviction of the 1st respondent is contained in the notice of motion. The applicant's entitlement to such an order is the subject of the action which the applicant has already instituted.

Issues relating to outstanding rates and taxes which may or may not be payable to KSD Municipality or electricity and water charges liability for the cost of necessary repairs to the premises and the like, similarly, need not occupy the attention of this Court.

What the applicant seeks in these proceedings is a

mechanism whereby it can address its relationship as owner of the premises with those tenants of the premises who hold leases currently with the 1st respondent.

Mr Botma properly conceded that the entitlement of the applicant to the relief set out in the notice of motion, was a question that inherently involved an assessment of the status of the lease agreement between the applicant and the 1st respondent. He agreed that there will be no prejudice to the 1st respondent if this issue was inserted as the necessary preface to any other relief which may be issued as part of the *rule nisi.* This *inter alia* will ensure that proper attention is given to this aspect upon the return day. Obviously Mr Nyangiwe, who appeared for the applicant, together with Mr Dukada, welcomed the approach.

It follows that if the 1st respondent's occupation of the premises is unlawful, it cannot continue to operate as a landlord in respect of those tenants with whom it has arranged sub-leases. These are the 2nd to 9th respondents. Those leases must be tainted by the unlawful status of the 1st respondent in its position is purported landlord. A sub-lessee cannot acquire from a lessee greater rights than the lessee has. **AJ Kerr, The**

Law of Sale and Lease 3rd Edition, Butterworths 2004 page 445.

The ongoing tenure in the premises owned by the applicant by those respondents must be regularised in the hands of the applicant. The applicant must be placed in a position to renegotiate lease agreements with the 2nd to 9th respondents.

[25] It follows that I am persuaded that an interim order should be issued. The relevant urgency of the situation requires intervention on the part of the applicant in a practical manner and as soon as possible. The applicant seeks that one of the elements of the interim order come into effect immediately. This relates, as I have indicated, to the payment of rent by the 2nd to 9th respondents to the applicant. Such an order would be an interim mandatory interdict. Such an order is competent if the requirements for an interim interdict are met. I am satisfied that on the so-called Spur Steak Ranches Ltd test, to which I have made reference, they are.

ORDER

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[26] Any order which this Court may issue must reflect the issues between the parties as accurately as possible. With some amendments to the notice of motion, in the light of the debate held with counsel, I make the following order.

1. The applicant is hereby given leave to bring this application as one of urgency in terms of Rule 6(12) of the Uniform Rules of Court.

2. A *rule nisi* is hereby issued, calling upon the respondents to show cause on 12 September 2013 at 10h00, or so soon thereafter as the matter may be heard, why an order in the following terms should not be made final:

2.1 That the termination of the lease agreement entered into between the applicant and the 1st respondent on 5 January 2010 is confirmed.

2.2 That the applicant be and is hereby substituted for the 1st respondent as the lessor of the premises situated at number 36 Sutherland Street, Mthatha,

and known as Windsor Hotel "the

premises".

2.3 That the leases which exist between the 1st respondent and 2nd to 9th respondents in respect of their occupation of various sections of the premises, be and are hereby terminated.

2.4 That the 2nd to 9th respondents be and are hereby directed to pay their monthly rentals to the applicant.

2.5 That the 1st respondent be and is hereby directed to pay the costs of this application, jointly and severally, together with such additional respondent or respondents who may oppose this application unsuccessfully.

3. Paragraph 2.4 of this order shall operate as an interim interdict with immediate effect, pending the finalisation of this application.

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R.W.N. BROOKS
JUDGE OF THE HIGH COURT (ACTING)

CD07082013

IN THE HIGH COURT OF SOUTH AFRICA

(EASTERN CAPE DIVISION - MTHATHA) REPORTABLE

CASE No: 1820/2013

DATE : 07/08/2013

In the matter between:

WINDSOR HOTEL (PTY) LTD

And

NEW WINDSOR PROPERTIES (PTY) LTD

AND OTHERS

PRESIDING JUDGE	**:**	**BROOKS AJ**
ON BEHALF OF APPLICANT	**:**	**ADV NYANGIWE**
	&	**ADV DUKADA**
ON BEHALF OF RESPONDENT	**:**	**ADV BOTMA**
INTERPRETER	**:**	**NOT REQUIRED**
STENOGRAPHER	**:**	**J NOMKUSANE**

JUDGMENT

CONTRACTOR: **IKAMVA VERITAS TRANSCRIPTION SERVICES CONSORTIUM**

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