CASE NO.100/99

IN THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

In the matter between

First National Bank of Southern Africa Ltd Appellant

and

G P Perry NO	First Respondent
D Cooper NO	Second Respondent
J L Pretorius NO	Third Respondent
Republic Stationary (Pty) Ltd (in liquidation)	Fourth Respondent
Nedbank Ltd	Fifth Respondent

Before: Hefer ACJ, Schutz, Zulman JJA, Brand and Nugent AJJA

Heard: 13 March 2001
Delivered: 26 March 2001
Enrichment - *condictio ob turpem vel iniustam causam* - sufficient if knowledge of unlawfulness gained by defendant after he obtains possession

W P SCHUTZ

J U D G M E N T

SCHUTZ JA:

[1] The appellant, First National Bank of Southern Africa Ltd ("FNB") paid a forged cheque. The appeal before us arises out of its attempt to recover its consequent loss from several defendants. Their roles and the bases of

responsibility alleged against each of them differed greatly, leading to a hydra-headed particulars of claim, which included causes of action as widespread as unjustified enrichment (under a variety of different appellations), contract, delict, the *actio pauliana* and "quasi-vindication". These particulars bore the partly-healed scars of several amendments. To read these particulars is an ordeal which I shall not visit on users of the law reports, when I come to examine the allegations made on FNB's behalf, in order to ascertain whether any causes of action are to be found within them. It should be mentioned that the counsel who appeared for FNB in the appeal were not responsible for them.

[2] The first defendant was one Dambha, who was alleged to have been associated with a fraud, of which the forgery of the cheque formed a part. His estate was later sequestrated and FNB has settled with his trustees in insolvency, who did not take part in the trial or the appeal. The second and third defendants were Dambha and one Suriaya Dambha in their official capacities as trustees of the Abdul Razac Family Trust ("the Trust"). The estate of the trust also has been sequestrated and is now administered by three trustees in insolvency, Messrs Perry, Cooper and Pretorius, who have resisted the appeal. They are the first, second and third respondents. The fourth defendant (now fourth respondent) was Republic Stationary (sic) (Pty) Ltd ("Repsta"), which

has been liquidated. Heads of argument resisting the appeal were filed on behalf of the liquidators but there was no appearance for them in the appeal. The fifth defendant (now fifth respondent) was Nedcor Bank Ltd ("Nedbank"). It resists the appeal. The sixth and seventh defendants, Standard Bank of SA Ltd ("Standard") and New Republic Bank Ltd ("NRB") did not enter appearances, nor participate in the trial or appeal. Apparently they await the outcome of the appeal against Nedbank and FNB is content to leave them be until its legal entitlements have been established.

[3] The parties participating in the trial were accordingly FNB as plaintiff, and the Trust, Repsta and Nedbank as defendants. Briefly stated, FNB's case is that after the forged cheque was laundered through the bank of a stockbroker, the latter issued three cheques on Dambha's instructions, which were paid, directly or indirectly, to Nedbank, Standard and NRB to the credit of either Dambha, the Trust or Repsta. All of the accountholders are insolvent. Currently the funds are interdicted in the hands of the banks.

[4] The relief sought against the banks, Nedbank, Standard and NRB was payment of such stolen funds as were traced to each of them. The primary relief sought against Dambha, the Trust and Repsta was a declaration that they had no right to the respective funds credited to their accounts by the banks. Alternatively, joint and several payment was claimed against them of the full amount of the forged cheque (R 5 872 501.41). FNB's counsel concede that any such claim will be only a concurrent claim in the respective insolvent estates.

[5] At the commencement of the trial FNB as plaintiff and the remaining defendants, the Trust, Repsta and Nedbank, agreed that the defendants would argue, as on exception, that FNB's particulars of claim disclosed no cause of action at all. Magid J, sitting in the Durban and Coast Local Division, upheld the defendants' exceptions, save that he held that a limited cause of action in enrichment had been made out against Nedbank. The trial court granted leave to appeal.

[6] The matter was decided as on exception. This has two relevant

consequences. The excipients have to show that the pleading is excipiable on every interpretation that can reasonably be attached to it: *Theunissen en Andere v Transvaalse Lewendehawe Koöp Bpk* 1988(2) SA 493(A) at 500 E-F. Then, the plaintiff, FNB, is confined to the facts alleged in the particulars of claim, apart from any further facts which the parties agreed at the trial might be taken into account. These included the fact that the interdicts already mentioned were granted and the terms of the orders. On appeal there was some attempt to question that these facts had been admitted by consent, but it is quite clear that they were.

I now set out in the order selected by myself and partly in my own words the facts alleged in the particulars.

The facts alleged

[7] During February and March 1995 the Government of KwaZulu-Natal ("KwaZulu") and a firm of stockbrokers, Frankel Pollack Vinderine Inc ("FPV"), were customers of FNB. FPV had an account at FNB's Stock Exchange branch in Johannesburg. Dambha had a managed account with FPV. Dambha and the Trust had banking accounts with Standard. A blank cheque form was stolen from KwaZulu and fraudulently completed and signed so as to reflect FPV as the payee entitled to receive R5 873 501.41. The cheque was

paid into FPV's account with FNB. Believing the cheque to be genuine, FNB collected payment thereof on behalf of FPV from KwaZulu by debiting KwaZulu's account and crediting that of FPV. On 17 March 1995 Dambha represented to FPV that he was entitled to the funds. In consequence FPV credited the same in their books of account in Dambha's name.

[8] On 20 March 1995 Dambha instructed FPV to make out and hand to him three cheques, one for R3m in favour of the Trust, one for R1m in favour of Standard and one for the balance of R1 873 381.41 in his own favour. In doing so Dambha represented to FPV that he and the Trust were entitled to be paid the respective amounts (no mention is made of Repsta in the relevant para 21.7). FPV acted in accordance with the instruction and the cheques, which were drawn on Standard, ABC branch, Durban, were deposited with Nedbank, Standard and NRB (para 19) in favour of the various payees. They were collected and in consequence the account of FPV with Standard was debited with the three amounts. There is no precise statement as to which cheques were deposited at which banks, but para 14 contains the allegations that all the amounts were deposited with either Nedbank or Standard, that R 250 000 of what was deposited with it, was transferred by Nedbank to NRB and that a portion of the money has been credited to Repsta's account with Nedbank.

From the cheques annexed to the particulars it is apparent that the cheque for R 3 000 000 in favour of the Trust was deposited with Nedbank and that the cheque for R 1873 351.41 in favour of Dambha was also deposited with Nedbank. One of the orders of court makes it clear that the account holders of Nedbank were the Trust in respect of the R 3 000 000 and Dambha in respect of the R 1873 351.41. Those are the amounts that matter in respect of the enrichment claim against Nedbank. (This is the moment when, according to FNB's argument, Nedbank was *prima facie* enriched). The cheque for R 1000 000 in favour of Standard was deposited with Standard. The interdict against Standard is directed against itself and also Dambha and the Trust.

[9] In drawing the cheques FPV acted *bona fide*, so the particulars proceed, but under the reasonable but mistaken belief that it was obliged to do so against funds held by it on behalf of Dambha. The mistake was, since the funds had been stolen, that FPV was not obliged to make the payments and Dambha had no right to the funds. Nor had FPV. When FNB become aware of these facts it credited KwaZulu with the amount of the forged cheque, as it had had no right to have debited its account in the first place. At the same time it debited FPV's account with that amount.

[10] As to the state of mind of Dambha and, possibly, other defendants, FNB alleges in para 20(g) that Dambha "in his personal capacity and as trustee" (a) at all times knew that neither he, nor the trustees of the Trust, nor any other entity was entitled to any part of the proceeds of the forged cheque, (b) caused the same to be collected for the benefit of FPV, (c) caused FPV to issue the three

cheques; all of this "as part of a scheme of forgery and deceit" with the intention to appropriate for himself, in his personal capacity, as trustee of the Trust and for Repsta, the proceeds of his crimes and wrongful acts. Para 21.11 is in similar vein. The additional allegations contained in it are that Dambha acted on his own behalf and as a trustee of the Trust (d) when he informed FPV that monies would be deposited for the benefit of his managed account and (e) when he caused payment of the cheques to be collected "for the benefit of himself, in his personal capacity and as trustee of the Trust" (there is no mention of Repsta in this paragraph).

[11] FNB alleges that a loss of R5 873 501.41 was suffered either by FPV or FNB, depending on whether FNB was entitled to debit FPV's account once the forgery was uncovered. FNB alleges that it was so entitled and has taken cession of FPV's "claim against the defendant" (sic). If there is an enrichment claim against the banks then it seems to me that it must be this ceded claim, so that it is convenient to think of FPV as the real claimant. In the alternative, FNB alleges that it has itself suffered the loss, as it is liable to FPV, but this allegation seems to be of no moment.

[12] FNB further alleges that Dambha, the Trust, Repsta and Nedbank "have appropriated the money and have refused to pay [FNB]."

[13] Apart from the allegations as to the payment of the three cheques already mentioned, the enrichment of the various defendants is pleaded in the following terms (in para 19):

> "(a) At the same time when the said payments were received by [Nedbank, Standard and NRB], certain accounts of [Dambha, the Trust and Repsta] were in overdraft.
>
> (b) [FNB] is unaware which accounts of which of the defendants were in overdraft at the time in question, and to what extent.
>
> (c) [Nedbank] contends that it is entitled to credit an account or accounts with it which was/were in overdraft with the sum of R485 278.35 being a portion of the said amounts [covered by the three cheques]. This is disputed by [FNB], who contends that [Nedbank] would be unjustly enriched to the

detriment of [FNB] were it to retain the said amount which is credited to the account.

(d) [Nedbank, Standard and NRB] are not entitled to appropriate any portion of the said monies in settlement of any such overdrawn accounts, and [Standard] has acknowledged this to be so.

(e) [FNB] is unaware whether any overdraft facilities have been afforded to [Dambha, the Trust and Repsta] by [NRB], and whether it has purported to appropriate any such monies to such overdrawn account or accounts."

[14] The limited success which FNB did achieve before Magid J was in respect of the R 485 278.35 mentioned above, on the basis that, *prima facie* at least, Nedbank had been enriched to the extent that the funds received had been used to repay an overdraft.

The enrichment claim against Nedbank

[15] The claim under discussion, as I have stated already, is that of the stockbroker FPV, which has been ceded to FNB.

[16] It might seem a simple thing to recover stolen money from one found in possession of it. But the matter is complicated by the rule in our law, an inevitable rule it seems to me, flowing from physical reality, that once money is mixed with other money without the owner's consent, ownership in it passes by operation of law. Thus when payment was made by FPV's bank of the two cheques payable to Dambha and the Trust, ownership of the money passed to Nedbank. Cf Lawsa "Things" Vol 27 para 147. Accordingly a *rei vindicatio*,

which is an assertion of ownership, does not lie (loc cit).
[17] If we had been dealing with identifiable and identified banknotes the matter would have been simple. Then the owner could have based his claim on ownership, which being a real right which avails against the world, could be asserted against the party found in possession, even if the possessor had acquired the notes in good faith (the action is not delictual): Lawsa Vol 27 para 193. If the possessor parts with possession in good faith before gaining knowledge of the owner's title he escapes liability: *Leal & Co v Williams* 1906 TS 554. But if he, in bad faith, parts with possession after gaining such knowledge, he is liable for the value of the owner's property: *Aspeling NO v Joubert* 1919 AD 167 at 171.
[18] An action based on ownership not being available to FPV, did it have some other action? To digress a moment, our courts have recognised that a person whose money has been stolen or obtained by fraud and deposited in a bank account may be entitled to an interim interdict prohibiting the respondent from dealing with the money, pending the institution of action: *Lockie Bros Ltd v Pezaro* 1918 WLD 60, *Henegan and Another v Joachim and Others* 1988 (4) 361 (D) at 365 B - C and Lawsa "Interdict" Vol 11 first reissue para 326. (I am aware of the doubts as to the correctness of the decision in *Lockie's* case expressed in *Stern and Ruskin NO v Appleson* 1951 (3) 800 (W) 812 F - H, but I consider *Lockie* to be correctly decided). What an applicant must do in such a case is to trace the money back to the stolen money, to identify it as a "fund" of stolen money in the defendant's hands. The allegations made by FNB would allow this to be done. Frequently the bank into whose coffers the money has been paid is joined and an interdict restraining it from paying out is obtained in addition to the one granted against the thief: *Meyer NO v Netherlands Bank of SA Ltd and Another* 1961(1) SA 578 (GW) at 580 F - H. Usually the bank adopts an attitude of neutrality and awaits the outcome of the dispute between the erstwhile owner and the alleged thief.
[19] But in the case before us Nedbank has not adopted the stakeholder's stance. It has actively opposed FNB's claim. In such a case one must enquire, as a matter of substantive and not merely procedural law, what cause of action may lie against the bank. Delict not having been alleged against it, the remaining possibility is unjustified enrichment. Assuming the bank is not under an obligation to account to a customer (if it had such an obligation it would not be enriched) surely it cannot simply retain the money. Surely there must be a right of recovery. Condiction, which presupposes that ownership has been transferred, appears to provide the remedy, but which *condictio*?
[20] The answer, to my mind, must be the venerable *condictio ob turpem vel inustam causam.* It survives in our law*:* de Vos *Verrykingsaanspreeklikheid in die SA Reg* 3 ed 160. Indeed it formed the basis of the decision in *Jajbhay v Cassim* 1939 AD 537 at 540, 545, 547 if and 558. The reasoning of the court

is criticised by de Vos 163. According to his view the court was not confronted with an enrichment action at all, but with a *rei vindicatio.*

[21] Before *Jajbhay v Cassim* famously declared that participation by the claimant in the alleged turpitude, might, in circumstances where justice called for it, be overlooked, it was a requirement for the application of the *condictio* in the Roman-Dutch law that the plaintiff come to court with clean hands. This FPV/FNB clearly did, so there is no need for a call by them for the exercise of a discretion in their favour.

[22] The difficulty involved in applying the *condictio* to the circumstances of this case is the next requirement, turpitude on the defendant's part. The common modern formulation of the cause of action is that the property has been *transferred* under an illegal agreement - see, for instance, Lawsa "Enrichment" Vol 9 first reissue para 82. The implication is that the transferee has knowledge at the time of transfer. If this description is universally applicable then the resort to the *condictio* must fail, because Nedbank *received* the money innocently. Does the fact that it now knows that it holds the proceeds of stolen money make a difference? In other words is it in a position analogous to the hitherto *bona fide* possessor who is confronted by the owner bringing a *rei vindicatio*, or is it immune to a claim for payment because of its hitherto ignorance. Unsurprisingly counsel both for the Trust and Nedbank (none was present for Repsta) conceded that if enrichment were established (meaning that the bank was not liable to a customer) a *condictio* would lie. The *condictiones* suggested, *sine causa* or *indebiti*, are not in my opinion appropriate. Magid J, with some justification in the light of some of the allegations made, also thought that he was dealing with an attempt to establish one of these *condictiones*. The payments made by FPV were neither made without a cause nor under a mistake that an obligation existed. The *causa* of the payments was an instruction by Dambha, FPV's client. However tainted the instruction or the money was, there was nonetheless an instruction. The basis of the *condictio* chosen must rather, in my view, be sought in the reality, in the underlying illegality of the transfer, which an innocent pawn was used to further. The *condictiones sine causa specialis* and *indebiti* are both based on the factual absence of a cause, in the first instance simply because there is none, in the second because of a mistaken belief that there is one. By contrast, in the case of the *condictio ob turpem causam* there is a cause. The trouble with it is that it is unlawful. The law does not recognise it as a valid means of conferring title. In that sense a *causa* is absent in that case too.

[23] This difference of approach as to the appropriate *condictio* again underlines the point which I made in *McCarthy Retail Ltd v Shortdistance Carriers CC (SCA)* 16.03.2001 unreported, that we spend too much of our time identifying the correct *condictio* or *actio*. Counsel frequently err. The academics say that the courts, including this court, frequently err. And to judge by the difference of opinion as to the *condictio sine causa* revealed in

McCarthy's case, some of the academics sometimes err too. My suggestion, in that case, accepted by two of my brethren, was that the adoption of a general action might help remedy this situation, by fixing attention on the requirements of enrichment rather than on the definition and application of the old actions.
[24] But to return to the problem, whether for the *condictio ob turpem causam* to apply the defendant must have knowledge at the time that he acquires the tainted thing, or whether subsequently acquired knowledge might suffice, I think that the *Digest* provides an appropriate point of departure. Book 12 title 5 is devoted to this *condictio*. D 12.5.6 in the Watson edition attributes the following to Ulpian:

> "Sabinus always said the early jurists were right in holding that the *condictio* would go for anything in someone's hands on an unlawful basis. Celsus shares that view."

What is translated as "on an unlawful basis" reads "ex iniusta causa" in the original, and is translated by Scott as "illegally" and by Monro as "on grounds insufficient in law."

[25] This passage, to my mind, supplies the missing link. It is not only the person who receives with knowledge of illegality but also one who learns of it while he is still in possession. This does not mean that he is treated as liable for a delict, as, among other things, his liability is limited to his enrichment, that is, if he is enriched at all. The passage is cited by van den Heever J in *Pucjlowski v Johnston's Executors* 1946 WLD 1 at 6 in support of his statement that the:

> "object of condiction is the recovery of property in which ownership has been transferred pursuant to a juristic act which was *ab initio* unenforceable or has subsequently become inoperative (*causa non secuta*; *cause finita*)."

Here an express distinction is drawn between the existence of the ground of recovery existing at the time of transfer and it arising thereafter, but that distinction does not affect the availability of condiction as a remedy. The learned judge proceeds to rely also on D 12.6.66. Book 12 title 6 deals with the *condictio indebiti*. The paragraph in question (66) is cited as reflecting the opinion of Papinian, referred to by Justinian himself in his introduction to the Digest (*De Conceptione Digestorum* - The Composition of the Digest) as *splendidissimi Papiniani,* that man *summi ingenii*. The paragraph reads in the words of the Watson edition:

> "This *condictio*, grounded in the idea of what is good and fair, has become the means of reclaiming whatever, belonging to one in the absence of good cause is found in the hands of another."

[26] There is a further passage of interest. Digest 25 title 2 is headed *De actione rerum amotarum* (the action for property unlawfully removed - according to the Watson translation). It was an action rooted in the Roman notions of marriage and honour, which are no longer ours, so that it has largely disappeared from view (cf *Rohloff v Ocean Accident and Guarantee Corporation* 1960 (2) SA 291 (A) at 300 if - 301 F). If a woman unlawfully removed property of her husband during their marriage he could not bring the *actio furti* against her thereafter, for the reason given by Gaius in D 25.2.2 that

an action involving *infamia* is refused because of the honourable state of marriage. Instead, in some circumstances, the *actio rerum amotarum* was allowed. The following statement is attributed to *Marcian* in D. 25.2.25 (Watson edition):

> "The action for property unlawfully removed is available where it was removed so as to obtain a divorce, and the divorce actually took place. But if the wife takes away her husband's property during the marriage, although the action for unlawful removal does not lie, the husband can bring a *condictio* to recover his property; for I hold that in accordance with the *jus gentium*, property can always be recovered by a *condictio* from people who possess it without proper title" (*qui non ex iusta causa possident*").

[27] This passage may have a less certain bearing on our problem than the previous ones, because of the possibly delictual nature of what is under discussion, and because the emphasis may not be on possession to the exclusion of transfer, but I think it is nonetheless of value for Marcian's general statement at the end, that a *condictio* lies against a person in possession.

[28] Without losing sight of the fact that we live in the year 2001, I consider that D 12.5.6 gives us the authority that we need. Sabinus was quite right about the merits of the views of the early jurists. So was Celsus. So was Ulpian, in relying on his predecessors. And if they do not in themselves go far enough, then I consider that this is a case in which we may and should extend the operation of the *condictio* in order to cope with modern conditions: cf *Kommissaris van Binnelandse Inkomste en 'n Ander v Willers en Andere* 1994 (3) SA 283 (A) at 331 B - 333 E and *Bowman, de Wet and Du Plessis NNO and Others v Fidelity Bank Ltd* 1997 (2) SA 35 (A) at 40 A - B.

[29] In order to complete the comparison between the case of identified stolen money being pursued by means of the *rei vindicatio* and its unidentified counterpart pursued under the *condictio,* it will be remembered, in connection with *Aspeling's* case (above), that he who parts with stolen goods with

knowledge of the owner's claim to them, incurs liability. There is a not dissimilar rule affecting the enriched possessor of stolen goods who parts with them with knowledge of the owner's claim. Whereas ordinarily the existence of enrichment is judged at the time of institution of action, if the defendant becomes aware that he has been enriched *sine* causa at the expense of another, his liability is reduced or extinguished only if he is able to prove that the diminution or loss of his enrichment was not due to his fault: Lawsa Vol 9 first reissue para 76 p 63. This rule that the enriched party may not with impunity part with the goods after learning of the impoverished party's claim, supports the conclusion reached earlier that once he gains such knowledge he is liable to the extent of his enrichment, that he thereafter, so to speak, holds for the benefit of the original owner.

[30] Accordingly, leaving aside the question of proof of enrichment, I consider that the particulars of claim make out a cause of action against Nedbank.

Enrichment

[31] On behalf of Nedbank it was argued that there were insufficient allegations in the particulars to establish enrichment. But once it was sufficiently alleged that Nedbank received the stolen money, the onus that it was not in the end enriched by the receipt rested on the defendant, Nedbank: *African Diamond Exporters (Pty) Ltd v Barclays Bank International Ltd* 1978 (3) SA 699 (A) at 706 H - 708 E and *Absa Bank Ltd v Standard Bank of SA Ltd* 1998 (1) SA 242 (SCA) at 252 F - G.

[32] But then the argument on enrichment shifted. The first proposition, which is true, was that if Nedbank owed the money it received to its customers, then it was not enriched. There is much less verity in the next step, that FNB had spiked its own guns before the battle by alleging in its particulars that amounts had been credited to the accounts of account holders. The act of crediting a customer in a bank's books does not in itself create a liability, because the credit may be wrongly made and may be reversed: *Absa Bank Ltd* (above) at 252. In any event, on the allegations that have been made against

Dambha it is clear, as things now stand, that there is no question of his having a claim against Nedbank. The amount credited to him forms a considerable portion of what was paid to Nedbank.

[33] I would point out that if in the future a bank finds itself facing a claim by a customer in circumstances similar to those before us, the successive s 28 of the Proceeds of Crime Act 76 of 1996 and s 4 of the Prevention of Organised Crime Act 121 of 1998, or their successors, may have an important bearing.

[34] However, my overall conclusion is that non-enrichment is a matter of defence and is something yet to be fought out between FNB and Nedbank. Issue may also be joined between Nedbank and the account holders, or rather their successors, as they are all insolvent. This all lies in the future.

[35] Accordingly Nedbank's exception falls to be dismissed.

Relief claimed against the Trust and Repsta

[36] When the basis for this relief is sought, the particulars of claim are revealed at their weakest. It is clear that Dambha was sued in delict. The Trust and Repsta were at least hinted to be parties to Dambha's fraudulent scheme. The question is whether the hints were strong enough to constitute causes of action. In para 20 (g) FNB alleges that Dambha knew that neither he, nor the trustees of the trust "nor any other entity" (which in the context could include Repsta) was entitled to any of the proceeds of the forged cheques. Further in that paragraph he is said to have caused FPV to have issued the three cheques "as part of a scheme of forgery and deceit" with the intention to appropriate for himself, the Trust and Repsta the proceeds of the "crimes and

wrongful acts". This seems to me to be a just sufficient allegation of conspiracy between Dambha, the Trust and Repsta, at least in the sense that Dambha dominated the other two, to pass the charitable test used on exception in deciding whether a cause of action is established. (See *Theunissen's* case mentioned earlier in this judgment). FNB is entitled to a benevolent interpretation, although it does not deserve it. The test is less charitable where vagueness and embarassment is the basis of an exception, but before such an exception is taken, notice to remove the causes of embarassment has to be given. Had that course been taken the likelihood is that greater clarity would have been achieved.

[37] Accordingly I am of the view that the exceptions taken against the relief sought against the Trust and Repsta were ill-taken. It is worth pointing out that the facts likely to be canvassed in connection with this relief may have much in common with those that relate to that leg of Nedbank's enrichment which pertains to Nedbank's liability or non-liability to its customers.

Conclusion

[38] The appeal is allowed with costs including the costs consequent upon the employment of two counsel, such costs to be paid jointly and severally by the first to fifth respondents on appeal.

[39] The order of the court *a quo* is replaced with the following.

> "The exceptions by the second, third, fourth and fifth defendants, argued *in limine* at the commencement of the trial, are dismissed with costs, such costs to include the costs consequent upon the employment of two counsel, and such costs to be paid jointly and severally by the second to fifth defendants ."

W P SCHUTZ
JUDGE OF APPEAL

CONCUR
HEFER ACJ
ZULMAN JA
BRAND AJA
NUGENT AJA