REPUBLIC OF SOUTH AFRICA

IN THE GAUTENG HIGH COURT
JOHANNESBURG, LOCAL DIVISION

CASE NO: 20088/2013

(1) REPORTABLE: Yes
(2) OF INTEREST TO OTHER JUDGES: No
(3) REVISED.

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DATE SIGNATURE

In the matter between

STEFANUTTI STOCKS (PTY) LTD **APPLICANT**

and

S8 PROPERTY (PTY) LTD **RESPONDENT**

Coram: WEPENER J

Heard: **22 October 2013**

Delivered: **23 October 2013**

Summary: Building agreement – enforceability of adjudicator's decision by court prior to final arbitration – a decision which is binding on the parties who shall give effect thereto without delay unless and until it is revised, requires immediate implementation thereof. Accounts between the parties may be revised by future dispute resolution procedures which have no affect on the interim enforcement of the adjudicator's decision – The agreement and

the rules of adjudication allow for enforcement of the adjudicator's decision as a contractual obligation by a court.

J U D G M E N T

WEPENER J:

[1] The applicant seeks an order compelling the respondent to comply with its obligations in terms of a building agreement. The effect of the order will be one for specific performance by the respondent by paying amounts determined by an adjudicator to be due and payable to the applicant.

[2] The agreement between the parties is a standard written agreement utilised in the building industry – referred to as a Joint Building Contracts Committee ('JBCC') Services 2000 Principal Building Agreement ('the agreement' or the 'JBCC agreement'). Clause 40 of the agreement provides that:

'40.0 DISPUTE SETTLEMENT

40.1 Should any disagreement arise between the employer or his principal agent or agents and the contractor as to any matter arising out of or concerning this agreement either party may give notice to the other to resolve such disagreement.

40.2 Where such disagreements is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to:

40.2.1 Adjudication in terms of the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The adjudicator shall be appointed in terms of such Rules.

40.2.2 No clause.

40.3 The adjudicator's decision shall be binding on the parties who shall give effect to it without delay unless and until it is subsequently revised by an arbitrator in terms of 40.5. Should notice of dissatisfaction not be given within the period in terms of 40.4, the adjudicator's decision shall become final and binding on the parties.

40.4 Should either party be dissatisfied with the decision given by the adjudicator, or should no decision be given within the period set out in the Rules, such party may give notice of dissatisfaction to the other party and to the adjudicator within ten (10) working days of receipt of the decision or, should no decision be given, within ten (10) working days of expiry of the date by which the decision was required to be given.

40.5 A dispute which is the subject of a notice of dissatisfaction shall be finally resolved by the arbitrator as stated in the schedule. Where such person is unwilling or unable to act, or where no person has been stated, the arbitrator shall be chosen and appointed by mutual agreement within ten (10) working days of such notice, the arbitrator shall be the person appointed at the request of either party by the chairman, or his nominee, of the Association of Arbitrators (Southern Africa). The adjudicator appointed in terms of 40.2.1 shall not be eligible for appointment as the arbitrator.'

[3] The applicant, being the building contractor, referred a dispute between the parties to an adjudicator. The adjudicator issued his decision in terms of which he determined:

'3.1 The Contractor is entitled to be paid the full original preliminaries value of R2,439,677.98;
3.2 Any adjustment to the preliminaries, in terms of clause 32.12, must be quantified using the original preliminaries value of R2,439,677.98;
3.3 The Contractor is entitled to recover from the Employer the amount of R94,000.00 (excl. VAT) that has been unlawfully deducted from the recovery statement and payment certificate issued by the principal agent;
3.4 The Contractor is entitled to compensatory interest on all amounts determined to be owing to it pursuant to this adjudication; which interest is to calculated from the date of practical completion, namely 30 July 2012;
3.5 The Employer is, in terms of Rule 6.4.10 of the JBCC Adjudication Rules, liable in full for the payment of my fees.'

[4] The respondent, the employer, contended that it is not obliged to give effect to the adjudicator's decision as it had given notice of its dissatisfaction therewith pursuant to clauses 40.3 to 40.5 of the agreement:

[5] Adjudication was first introduced in the United Kingdom through the Housing Grants Construction and Regeneration Act 1996 ('the Housing Act'). The Housing Act provides for an accelerated process for deciding disputes. It provides in particular that an adjudicator's decision may be rejected by either party and submitted to arbitration but it is provisionally binding on the parties unless and until overturned in the subsequent arbitration. The enforcement of an adjudicator's decision and the referral of the dispute to arbitration is dealt

with in England and Wales by a scheme promulgated as regulation 1998 which is quoted in the judgment of the Queen's Bench Division in *Carillion Construction Ltd v Devonport Royal Dock Yard* [2005] EWHC 778 (TCC) at para 6. The relevant regulation provides that:

'The decision of the adjudicator shall be binding on the parties and they shall comply with it until the dispute is finally determined by legal proceedings, by arbitration…or by agreement between the parties'.

[6] At para 59 of *Carillion*, and discussing the law, the court explained the purpose of adjudication as follows:

'It was to introduce a speedy mechanism for settling disputes in construction contracts on a provisional interim basis and requiring the decisions of adjudicators to be enforced pending final determination of disputes by arbitration, litigation or agreement.'

In *Carillion* at para 80 the court found that even errors of procedure, fact or law by the adjudicator did not constitute defences to the enforcement of the adjudicator's decision.

[7] In South Africa adjudication has found its way into major construction agreements, such as the JBCC agreement, and is regulated contractually. The purpose, however, of the two procedures and the enforcement of the adjudicator's decision are, in my view, similar.

[8] Eyvind Finsen *The Building Contract - A commentary on the JBCC Agreements*, 2 ed p 229 explains the enforcement of the adjudicator's decision as follows:

'The purpose of adjudication being the quick, if possible temporary, resolution of a dispute and the granting of interim relief to the successful party, the whole purpose of adjudication would be frustrated if the successful party was unable to enforce the determination against the other party.'

[9] In a recent judgment of *Tubular Holdings (Pty) Ltd v DBT Technologies (Pty) Ltd* (06757/2013) [2013] ZAGPJHC 155 (3 May 2013) delivered in this division, DTvR Du Plessis AJ interpreted the following contractual provision:

'The decision shall be binding on both parties who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitrated award as described below.'

Du Plessis AJ said:

'[8] The effect of these provisions is that the decision shall be binding unless and until it has been revised as provided. There can be no doubt that the binding effect of the decision endures, at least, until it has been so revised. It is clear from the wording of clause 20.4 that the intention was that a decision is binding on the parties and only loses its binding effect if and when it is revised. The moment the decision is made the parties are required to "promptly" give effect to it. Given that a dissatisfied party has 28 days within which to give his notice of dissatisfaction it follows that the requirement to give prompt effect will precede any notice of dissatisfaction.

[9] The final sentence of clause 20.4 (4), requiring the contractor to continue to proceed with the works, underscores the intention of the parties to the effect that life goes on and is not interrupted by a notice of dissatisfaction.

[10] A dissatisfied party may elect to wait 28 days before giving his notice of dissatisfaction. However, this will have no effect on his obligation to give effect to the decision which has to happen promptly on the giving of that decision. In the event where no notice of dissatisfaction has been given within the prescribed time, the decision becomes final and binding on both parties.

[11] The distinction between the situation in clause 20.4 (4), where the decision shall be binding on both parties and clause 20.4 (7), where it becomes final and binding upon both parties is significant: in the first instance it is binding but of an interim nature (but the obligation to perform in terms of this decision is final); in the second it is binding but now finally so.

[12] Where no notice of dissatisfaction had been given the decision becomes final and binding. Clause 20.6 (1) is concerned only with a decision in respect of which a notice of dissatisfaction has in fact been given. In other words, this is a situation envisaged in clause 20.4 (4): the decision is binding on both parties who must promptly give effect to it unless and until it has been revised in an arbitral award as referred to in clause 20.6 (1). Clause 20.6 (1) obviously only arises if there had indeed been a notice of dissatisfaction.

[13] Thus the notice of dissatisfaction does not in any way detract from the obligation of the parties to give prompt effect to the decision until such time, if at all, it is revised in arbitration. The notice of dissatisfaction does, for these reasons, not suspend the obligation to give effect to the decision. The party must give prompt effect to the decision once it is given.

[14] The scheme of these provisions is as follows: the parties must give prompt effect to a decision. If a party is dissatisfied he must nonetheless live with it but must deliver his notice of dissatisfaction within 28 days failing which it will become final and binding. If he has given his notice of dissatisfaction he can have the decision reviewed in arbitration. If he is successful the decision will be set aside. But until that has happened the decision stands and he has to comply with it.

[15] In the unreported decision of *Esor Africa (Pty) Ltd/Franki Africa (Pty) Ltd JV and Bombela Civils JV (Pty) Ltd*, SGHC case no. 12/7442, the parties had referred a dispute to the DAB in terms of clause 20.4 of the FIDIC Conditions of Contract. The DAB gave its decision which was in favour of the contractor. The employer refused to make payment in terms of the decision relying, inter alia, on the fact that it had given a notice of dissatisfaction and the contractor approached the Court for an order compelling compliance with the decision.

[16] The matter came before Spilg J who commented that he found the wording of the relevant contractual provisions to be clear and that their effect is that whilst the DAB decision is not final

"the obligation to make payment or otherwise perform under it is…" (at para 12 of the judgment)

[17] The court found the key to comprehending the intention and purpose of the DAB process to be the fact that neither payment nor performance can be withheld when the parties are in dispute (at para 12):

"the DAB process ensures that the quid pro quo for continued performance of the contractor's obligations even if dissatisfied with the DAB decision which it is required to give effect to is the employer's obligation to make payment in terms of a DAB decision and that there will be a final reconciliation should either party be dissatisfied with the DAB decision…"

[18] The court further held at para 14 that the respondent was not entitled to withhold payment of the amount determined by the adjudicator and that he

"is precluded by the terms of the provisions of clause 20 (and in particular clauses 20.4 and 20.6) from doing so pending the outcome of the Arbitration."

[19] Mr Burman SC, who appeared for the respondent, criticized the *Bombela*-decision on the basis that the court did not refer to any authority in the judgment. In this regard the learned Judge said the following:

"I have considered a number (of) local and foreign cases that were dealt with in argument. In my view this is a straight forward case based on the reading of the contract and the underlying rationale for requiring the immediate implementation of the DAB decision."

[20] I am bound to give effect to the judgment in *Bombela*

"unless the Court is completely satisfied that such previous decision is wrong, and has been arrived at by some manifest oversight or misunderstanding, and that a palpable mistake has been made." [*R v Phillips Dairy (Pty) Ltd* 1955 (4) 120 (T) at 122C]

[21] I cannot make such a finding. Far from being "clearly wrong" the *Bombela* judgement is, in my view, correct: the Court had regard to the relevant authorities applicable to the construction of contracts and then looked at the wording of the contract and concluded, quite correctly, that such wording is clear. That was the correct approach.

[22] The decision in *Bombela* is supported by a number of judgments, both here and abroad, dealing with similar provisions in different standard forms of construction contracts which point clearly to a practice relating to the immediate enforcement of an adjudicator's decision leaving it to the dissatisfied party to refer the decision to arbitration in order to set it aside; until so set aside it remains binding.

[23] Evidence of this approach is relevant on two bases: firstly, it assists in the interpretation of the relevant contractual provisions, and secondly it is material which

would have been present in the mind of the parties when they contracted and thus admissible as evidence of background circumstances.

[24] Some of the relevant cases are the following:

24.1 *Stocks and Stocks (Cape) (Pty) Ltd v Gordon and others NNO* 1993 (1) SA 156 (T):

24.1.1 The contract in this matter, which appears to have been an ad-hoc agreement, (which had been concluded during the 1980's) referred to mediation as opposed to adjudication. It provided that the parties could obtain the opinion of a mediator but if dissatisfied, it could refer it to arbitration. It provided that

"The opinion of the mediator shall be binding upon the parties and shall be given effect to by them until the said opinion is overruled in any subsequent arbitration or litigation."

24.1.2 Van Dijkhorst J disagreed with the previous dissenting decision in *Blue Circle Projects (Pty) Ltd v Klerksdorp Municipality* 1990 (1) SA 469 (T) as being clearly wrong and could find no objection to giving effect to an agreement in terms of which interim payments are to be made which may later be followed by an adjustment of account and a claim for repayment of what has been paid should the opinion be set aside in arbitration: after all, that is the effect of the agreement.

24.2 *Freeman NO and another v Eskom Holdings Limited* [(43346/09) [2010] ZAGPJHC 137 (24 April 2010); (2011 JDR 0226 (GSJ); [2010] JOL 25357 (GSJ)]:

24.2.1 In this matter Kathree-Setiloane AJ (as she then was) considered the NEC form of contract, which provides for adjudication and for notification by the dissatisfied party to a tribunal who has the power to settle the dispute referred to it. It also provides that the adjudicator's decision is binding upon the parties "unless and until" revised by the tribunal and is enforceable as a matter of contractual obligation between the parties and not as an arbitral award.

24.2.2 In this matter the contractor had obtained an adjudicator's decision in its favour. It issued summons against the employer based on this decision. The employer entered appearance whereupon the contractor applied for summary judgment.

24.2.3 Summary judgment was resisted, inter alia, on the grounds that the employer had given notice of dissatisfaction. The Court held that this did not constitute a bona fide defence to the claim as the adjudicator's decision is final and binding unless and until revised by the tribunal.' [at paras 16 and 17]

'24.3 *Basil Read (Pty) Ltd v Regent Devco (Pty) Ltd* (41108/09) [201] ZAGPJC 75 (9 March 2010):

24.3.1 Clause 40 of the JBCC Principal Building Agreement deals with dispute resolution and allows a referral of a dispute to an adjudicator. Any party dissatisfied with the adjudicator's decision may give notice of dissatisfaction within a stipulated time and may then refer the dispute to arbitration. The arbitrator shall have the power to reopen any previous decision including that of the adjudicator. It stipulates, however, that

"the adjudicator's decision shall be binding upon the parties who shall give effect to it without delay unless and until it is subsequently revised by an arbitrator".

24.3.2 In this matter, which was also decided in this division, Mokgoatlheng J construed these provisions as imposing an obligation on the dissatisfied party to give effect to the decision without delay unless and until it is subsequently set aside by the arbitrator. The dissatisfied party's remedy is to procure set-off or adjustment in the following payment certificates should he succeed in having the decision set aside after he had performed.

24.4 The United Kingdom:

24.4.1 Here the matter is now dealt with by statute which is to the same effect as the clauses referred to above.

24.4.2 In commenting on the statutory scheme the Court of Appeal remarked in paragraph 87 [of *Carillion*] that

"In short, in the overwhelming majority of cases, the proper course for the party who is unsuccessful in an adjudication under the scheme must be to pay the amount that he has been ordered to pay by the adjudicator. If he does not accept the adjudicator's decision as correct (whether on the facts or in law), he can take legal or arbitration proceedings in order to establish the true position. To seek to challenge the adjudicator's decision on the ground that he has exceeded his jurisdiction or breached the rules of natural justice (save in the plainest cases) is likely to lead to a substantial waste of time and expense – as, we suspect, the costs incurred in the present case will demonstrate only too clearly."

24.4.3 It seems that the underwhelming minority which the Court of Appeal had in mind is where the adjudicator simply answered the wrong question rendering his decision a nullity. However, this is not the respondent's complaint in this case.

[25] I therefore find that the terms of the relevant contractual provisions are perfectly clear: the parties are obliged to promptly give effect to a decision by the DAB. The issue of a notice of dissatisfaction does not in any way detract from this obligation; whilst such a notice is necessary where the dissatisfied party wishes to have the decision revised it does not affect that decision; it simply sets in motion the procedure in which the decision may be revised. But until revised, the decision binds the parties and they must give prompt effect thereto.

[26] Any room for doubt regarding the interpretation of these provisions was laid to rest by the judgment of this court in *Bombela*. This court has declared that a notice of dissatisfaction does not excuse performance by the party giving such notice from giving effect to the decision in the interim.

[27] The wording of the provisions in question is entirely consistent with other forms of contract and are indicative of a practice currently existent in the construction industry to the effect that dissatisfied parties are required to give prompt effect to the decisions of adjudicators in question despite their notices of dissatisfaction; those notices merely allow a possible revision of these decisions without affecting their interim binding nature.'

[10] I am in respectful agreement with the reasoning of Du Plessis AJ. The words 'without delay' and 'unless and until' reflect an intention that effect be given to the adjudicator's decision until it is set aside by an arbitrator. In the *Basil Read* matter, Mokgoatlheng J dealt with a clause in similar terms as the clause now under consideration when he concluded that the adjudicator's decision was enforceable, despite a future arbitration. Spilg J said in *Bombela* at paras 11 and 12:

'The DAB decision is not final but the adjudication to make payment or other performance under it is …The key to comprehending the intention and purpose of the DAB process is that neither payment nor performance can be withheld when the parties are in dispute.'

[11] The terms of the Rules for Adjudication ('Rules'), to which both parties were bound, were common cause. Adjudication Rule 7.1.4 reads:

'7.1 The adjudicator's written determination of the dispute shall:
7.1.1 …
7.1.2 …
7.1.3 …
7.1.4 Be binding on the parties unless and until such determination is overturned or reviewed in whole or in part by arbitration in terms of clause 40.5 of the agreement.'

In addition, in clause 7.2.2 the Rules provide that '<u>either party may apply to court for the enforcement of the determination as a contractual obligation</u>'. The determination that can be referred to court for enforcement, is the decision of the adjudicator.

[12] The respondent relied on a passage in *Blue Circle Projects (Pty) Ltd v Klerksdorp Municipality* 1990 (1) SA 469 (T) where it was held that the decision of the adjudicator being interim in nature, cannot be enforced as only a final award can be enforced by a court. However, van Dijkhorst J said in *Stocks & Stocks* at 160E:

'The statement by the learned Judge that only a final arbitration award will be enforced by an order of Court is no doubt correct as a general proposition. Compare *Britstown Municipality v Beunderman* (Pty) Ltd1967 (3) SA 154 (C). It must surely, however, be qualified to exclude instances where the contract clearly stipulates that an amount is due and payable. Ubi ius ibi remedium.

I have therefore come to the conclusion that the decision in *Blue Circle Projects (Pty) Ltd v Klerksdorp Municipality* (supra) is clearly wrong and decline to follow it.'

The wording of the agreement between the parties in this matter is that the decision is binding and must be implemented without delay and the *Britstown Municipality* case is distinguishable on that basis. It is also distinguishable as a result of the fact that no contractual right to enforce the decision (prior to further decisions being taken) was included in the agreement considered in *Britstown Municipality*. Nor did it contain a clause such as clause 7.2.2 of the Rules in this matter.

[13] In the circumstances, having regard to the clear wording of the agreement and Rules, the decision of the adjudicator is an enforceable contractual obligation, at least until it has been revised, if revised by an arbitrator.

[14] The argument on behalf of the respondent that, because it sent a notice of dissatisfaction with the decision of the adjudicator, the issue is not finally resolved and cannot be enforced by a court, is consequently without merit.

[15] The respondent's further argument was that the reference to arbitration would not interrupt or suspend the works carried out in terms of the agreement and thus frustrate the purpose behind Clause 40 of the agreement to obtain a speedy resolution of a dispute and to avoid delay in the works. This is so as a result of the fact that the agreement had been terminated, the applicant is no longer engaged in the works and any interim payments will not be followed by an adjustment of accounts. The argument relies on a passage of van Dijkhorst J in the *Stocks & Stocks* matter at 160B-D where the learned judge said:

'In principle, I have no objection to giving effect to an agreement in terms of which interim payments are to be made which may later be followed by an adjustment of accounts and a claim for repayment of what has been paid. There is nothing contra bonos mores in such arrangement. In fact, in the instant case it is a practical solution to ensure continuity of work in progress. The fact that my order will lead to execution, should the respondents not comply, is to be expected. The fact that there cannot be an appeal or a rescission solely because an arbitrator has later arrived at a conclusion which differs from the opinion of the mediator does not close the door to the respondents. They will be credited in the final accounts or can reclaim the

amounts now paid under the order of Court upon a new cause of action based upon the subsequent arbitrator's award or, if there is litigation, the order there made.'
(My underlining)

The argument on behalf of the respondent overlooks the underlined portion of the judgment. The doors are not closed for the respondent who can take whatever steps may be necessary, should it be successful in the arbitration proceedings. The passage in *Carillion* quoted in para 6 above does not hold that the finalisation or completion of the contract is a cut-off date for the implementation of the adjudicator's decision. None of the decided matters referred to herein suggest that the coming to an end of the works or contract, has the affect of preventing any further adjustment of accounts. Parties can resolve disputes and settle accounts regardless of the completion of the contract or the termination of the agreement.

[16] Having regard to the purpose of the provisions of the agreement by introducing a speedy settling of disputes in construction agreements on a provisional, interim basis, I can find no reason not to follow the judgment in *Tubular Holdings*, which is in harmony with the decisions of Spilg J in *Bombela* and Mokgoatlheng J in *Basil Read.* The purpose of the policy to implement the adjudicator's decision is also to obviate the tactical creation of disputes with a view to the postponement of liability. See Ramsden *The Law of Arbitration* p59. This is so, despite the termination of the agreement.

[17] Kathree-Setiloane AJ (as she then was) said in *Freeman* at para 16 and 17 as follows:

'[16] Eskom's second defence is that, on 20 November 2006 and 4 December 2006 respectively, it notified Transdeco, that it intended to refer the first and second decisions of the adjudicator to arbitration, in terms of the contract and, that the arbitration of these disputes is pending. Eskom thus denies that it is obliged to comply with the first and second decisions of the adjudicator pending arbitration. I am of the view that this would not constitute a bona fide defence that is good in law, as the parties expressly agreed, in terms of Core Clause 90.2 of the contract, that an adjudicator's 'decision is final and binding unless and until revised by the tribunal".

[17] The adjudicator's decision, therefore, remains binding and enforceable until revised in the final determination by an arbitrator. Mr Kemack referred me to the United Kingdom case of *Bouygues (UK) Limited v Dahl-Jensen* (UK) Limited [2000] BLR 49 [TCC] at 55, para. 35, which bears out this conclusion. This matter, of the

Queen's Bench Division, Technology and Construction Court ("TCC"), concerned a dispute arising from a sub-contract, which provided for dispute resolution by adjudication pursuant to the Rules of the CIC Model Adjudication Procedure (2nd edition) which provided that:

"1.The object of adjudication is to reach a fair, rapid and inexpensive decision upon a dispute arising under the contract and this procedure shall be interpreted accordingly.

...

4. The Adjudicator's decision shall be binding until the dispute is finally determined by legal proceedings, by arbitration (if the contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement.

5. The parties shall implement the Adjudicator's decision without delay whether or not the dispute is to be referred to legal proceedings or arbitration.

..."

Having regard to these Rules, Justice Dyson held as follows:

"the purpose of the scheme is to provide a speedy mechanism for settling disputes in construction contracts on a provisional interim basis, and requiring the decisions of adjudicators to be enforced pending final determination of disputes by arbitration, litigation or agreement, whether those decisions are wrong in point of law and fact. It is inherent in the scheme that injustices will occur, because from time to time, adjudicators will make mistakes. Sometimes these mistakes will be glaringly obvious and disastrous in their consequences for the losing party. The victims of mistakes will usually be able to recoup their losses by subsequent arbitration or litigation, and possibly even by a subsequent arbitration." (See also: C&B Scene Concept Design v Isobars Limited [2002] BLR (CA) 93 at 98, para. 23)'

[18] Spilg J said in *Bombela* at par 12:

'The parties' position may be altered by the outcome of the eventual arbitration which is a lengthier process and there may be a refund ordered of monies paid or an interest readjustment if too little was decided by the DAB.'

[19] In the circumstances, the argument that interim payments may not be followed by an adjustment of accounts, must fail.

[20] The rate of interest, applicable on any outstanding amounts, was common cause between the parties and the amounts claimed by the applicant pursuant to the decision of the adjudicator were not disputed.

[21] In the circumstances, as neither of the defences can succeed, I grant the following order:

21.1 The respondent is ordered to comply with the decision of the adjudicator as contained in annexure SS08 to the founding affidavit in the application forthwith by making payment of the amounts of:

21.1.1 R1,689,677.98;

21.1.2 R1,269,810.00;

21.1.3 R94,000.00;

21.1.4 R188,726.31;

21.1.5 R43,500.00;

21.1.6 Interest on the aforesaid amounts calculated at 8% monthly compounded from 1 May 2013 to date of payment;

21.2 The respondent is to pay the costs of the application.

WEPENER J
JUDGE OF THE
GAUTENG HIGH COURT
JOHANNEBURG LOCAL DIVISION

APPEARANCES

COUNSEL FOR APPLICANT: L.J van Tonder
(Heads drawn by P.H.J van Vuuren)
Instructed by Tiefenthaler Attorneys

COUNSEL FOR RESPONDENT: J.J Bitter
Instructed by Daryl Ackerman Attorneys