



IN THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN

Reportable:	NO
Of Interest to other Judges:	NO
Circulate to Magistrates:	NO

Case No: **1404/2022**

In the matter between:

PALESA PRETTY RANTSOARENG

Applicant

and

PERSEVERENCE NONTYATYAMBO TSHEM

1st Respondent

HAMBA NATHI TRAVEL (PTY) LTD

2nd Respondent

[Registration number: 2003/028991/07]

NEDBANK LIMITED

3rd Respondent

CORAM: DAFFUE J

HEARD ON: 14 APRIL 2022

DELIVERED ON: 19 APRIL 2022

This judgment was handed down electronically by circulation to the parties' representatives by email, and release to SAFLII. The date and time for hand-down is deemed to be 14h30 on 19 APRIL 2022.

I INTRODUCTION

[1] Two directors of and shareholders in a company are involved in an unsavoury feud. The one intends to launch application proceedings to declare the other a delinquent director in terms of the Companies Act.¹ As a precursor an *interim* interdict is sought on an urgent basis to *inter alia* prohibit the "delinquent"

¹ 71 of 2008 and see paragraph 5 of the notice of motion as well as numerous paragraphs in the founding affidavit, *inter alia* para 6, pp 32 - 37

from transacting on the company's one bank account. Apparently, these former friends and business associates do not see eye to eye anymore. The court is called upon to decide whether a case has been made out for *interim* relief.

II THE PARTIES

- [2] The applicant is Me Palesa Pretty Rantsoareng, a major businesswoman residing in Bloemfontein. Adv R van der Merwe appeared for her on instructions of Blair Attorneys.
- [3] The 1st respondent is Me Perseverance Nontyatyambo Tshem, a businesswoman residing in Centurion, Gauteng Province. Adv M Vimby appeared for her on instructions of DT Mokwena Attorneys, which firm until recently acted as the 2nd respondent's attorneys.
- [4] The 2nd respondent is Hamba Nathi Travel (Pty) Ltd, a company with its registered address in Bloemfontein. It is not surprising that this company neglected to oppose the application, firstly because no relief is sought against it, but more importantly, no valid resolution could possibly be obtained to oppose as will soon become clear. The company shall herein later interchangeably be referred to as "Hamba Nathi" or "the company."
- [5] The 3rd respondent is Nedbank, a commercial bank and registered financial services provider. Nedbank does not oppose the application.

III THE RELIEF CLAIMED

- [6] The following relief is claimed as is apparent from the notice of motion which is quoted *verbatim*:

"1. That the Uniform Rules of Court relating to service and process be dispensed with in order that this application be heard as one of urgency in terms of Rule 6(12);

2. That the First Respondent be interdicted and restrained *pendente lite* from transacting in any way on the Second Respondent's Nedbank business bank account, with account number **1171093071** and on the second Respondent's Nedbank banking profile with electronic profile number **3010009519**;
3. That the First Respondent be ordered and directed *pendente lite* to provide to the Applicant the access codes to the Nedbank electronic banking profile of the Second Respondent with electronic profile number **3010009519** and/or the Nedbank business account with account number **1171093071** within 24 (twenty-four) hours from date of this order;
4. In the event that the First Respondent fails to comply with the aforesaid order, that the Third Respondent be authorized to provide to the Applicant the access codes to the Nedbank electronic banking profile of the Second Respondent with electronic profile number **3010009519** and/or Nedbank business account with account number **1171093071**, alternatively to add the Applicant as a user electronic banking profile of the Second Respondent with electronic profile number **3010009519** and/or Nedbank business account with account number **1171093071** with her own access code(s);
5. That the order in paragraph 2, 3 and 4 operate as an interim interdict with immediate effect pending the finalisation of the application to declare the First Respondent a delinquent in terms of the Companies Act, Act 71 of 2008, same to be instituted within 14 days of this order;
6. In the alternative to paragraphs 2, 3 and 4 above, that the First Respondent be ordered and directed to sign the resolution attached to the Applicant's founding affidavit as Annexure FA22 within 24 (twenty-four) hours from date of this order and to provide a copy of such signed resolution to my attorney via electronic mail at bruce@blairattorneys.co.za;
7. That the First Respondent be ordered to pay the costs of this application, alternatively, that the First Respondent, together with any other Respondents who oppose this application be ordered to pay the costs of the application jointly and severally, the one to pay the other(s) to be absolved."

[7] It should be noted already at this stage that the application was issued on 29 March 2022, although the notice of motion was signed four days earlier on 25 March. The applicant deposed to her founding affidavit as late as 28 March 2022. The application was enrolled for 7 April 2022 and the 1st respondent was directed, in the event of electing to oppose, to file her answering affidavit on/or before 4 April 2022. The applicant must have been advised by her legal team that she intended to approach the only judge on duty during the recess and that the application would on all probabilities be opposed, bearing in mind

the hostilities evident from the earlier correspondence. The sheriff's return of service has not been filed, but notice to oppose was given on Friday 1 April. Therefore, the 1st respondent was allowed a day or at most two or three court days to file her answering affidavit. Notwithstanding the pressure exerted on the 1st respondent, the applicant afforded herself the luxury to serve and file her replying affidavit three days later. It was served on the 1st respondent's attorney at 08h40 on 7 April 2022 – the date on which the application was set down for hearing - and the original affidavit was brought to me as I was on my way to the unopposed motion court that started as usual at 09h30. There was no time to read it. I shall hereunder deal with this aspect in more detail.

IV THE DEFENCES

[8] The alleged urgency is attacked. It is the 1st respondent's case that any urgency was at best self-created. It is accepted in the 1st respondent's heads of argument that the issue of urgency might have become moot insofar as the application was postponed on 7 April to the opposed motion court roll of 14 April 2022. Although I decided after completing the unopposed motion court roll at about 16h30 to postpone the application as I had no time to read the replying affidavit and eventually listened to arguments on the merits, this defence needs to be considered, even if it may only have a bearing on costs. Fact is that the applicant received the so-called forensic report from the internal auditor as long ago as November 2021. This was reported on 22 November 2021 to the applicant's attorney at the time.² As long ago as 5 November 2021 the applicant was of the view that the 1st respondent was in breach of her fiduciary duties as Hamba Nathi's director.³

[9] The applicant raised the issue of her inability to transact on the company's online banking platform with Nedbank for the first time on 15 March 2022.⁴ The 1st respondent is not in a position to provide an access code to the applicant for the reasons mentioned hereunder. Since 20 September 2021

² Answering affidavit: para 44, p 211

³ *Ibid*: paras 17 & 18, p 208

⁴ *Ibid*: para 19, 208

she did not and could not transact on that account.⁵ The applicant failed to explain how she or the other employees of Hamba Nathi managed to transact on the Nedbank account from September 2021 to February 2022. In any event, there is no doubt that Hamba Nathi has been receiving its bank statements from the bank regularly.⁶

- [10] The 1st respondent objected to the hearsay evidence presented and the failure to explain why confirmatory affidavits by the relevant witnesses have not been filed.⁷ The most glaring missing evidence is that of the internal auditor, Ms Mbali Zondi, who allegedly found serious irregularities in her forensic audit report.
- [11] The 1st respondent is not responsible for the changing of the company's access code which allows electronic banking on the Nedbank account. Applicant's allegation to that effect is untrue. The 1st Respondent handed over several company items, including a laptop and cellphone, to the applicant on Sunday 19 September 2021. She explains that the cellphone is required to transact electronically on the Nedbank account as an OTP number is received on that cellphone every time a transaction is to be made.⁸ The problem, so it is alleged, was apparently caused by applicant or other employees of Hamba Nathi. Instead of relying on the evidence of company employees like Boipelo Moamogoa, the financial manager, and Nomfundo Skosana, the head of debtors, to confirm the applicant's evidence, this was not done. In fact, Nomfundo Skosana, who left the company's service since then, deposed to a confirmatory affidavit in support of the 1st respondent's version.
- [12] It is also contended that the application is premature if cognizance is taken of the shareholders' agreement which provides for the calling of a meeting of the Board of Directors to deal with company matters. These meetings must be held every six weeks, but the applicant has failed to attend meetings

⁵ *Ibid*: paras 23-25, p 208 & 209

⁶ *Ibid*: para 83, p 216 & para 214, p 233

⁷ *Ibid*: para 8, p 206, para 153, p 224, paras 162-165, p 226

⁸ *Ibid*: para 178, p 228

notwithstanding the 1st respondent's insistence.⁹ There is no doubt that the 1st respondent's request for a Board meeting to be held has been rejected.¹⁰

- [13] Over and above the defences raised and mentioned in the previous paragraphs, the 1st respondent also dealt with the merits of the accusation that she had committed fraud against Hamba Nathi and therefore is guilty of breaching her fiduciary duties. In fact, she is accusing the applicant of utilising company funds for the benefit of her other businesses.¹¹ It is emphasised by the 1st respondent that the document relied upon by the applicant as a forensic audit report is not signed and confirmed under oath to be correct by its alleged author.

V COMPANY DIRECTORS' FIDUCIARY DUTIES

- [14] There is no doubt that company directors have to comply with their fiduciary duties. This has always been the case in our common law and our present statute, the Companies Act, is a partial codification of these duties.¹² The courts are empowered to declare a director a delinquent director if the requirements of the legislation are met.¹³ Obviously, the objective is to protect shareholders and other stakeholders such as creditors and employees.
- [15] Although clear transgressions by directors should require the urgent attention of a court, it is not necessary to deal with this aspect any further, bearing in mind the conclusion arrived at *in casu*.

VI REQUIREMENTS FOR *INTERIM* RELIEF

- [16] The requirements to be met in order to achieve success in an application for *interim* relief are well known. It is unnecessary to delve into these in any

⁹ *Ibid*: para 77, p 215, paras 217 & 218, p 233, para 228, p 234, para 235, p 235 as well as the shareholders' agreement, annexure "FA2", pp 70 - 106

¹⁰ Letter dated 16 February 2022 on p 171 and response at p 173

¹¹ Answering affidavit, paras 115 – 165, pp 220 – 226, paras 208 – 209, p 232

¹² Act 71 of 2008 and section 76 & 77 in particular

¹³ Section 162 of Act 71 of 2008

detail.¹⁴ I shall consider the requirements in some detail when I evaluate the evidence. It must be reiterated that an *interim* interdict is a court order preserving or restoring the *status quo* pending determination of the parties' rights. It does not involve a final determination of these rights.¹⁵

VII EVALUATION OF THE EVIDENCE AND COUNSEL'S SUBMISSIONS

[17] It is sometimes required to rely on hearsay evidence when a court is approached on the basis of urgency. Courts are often sympathetic to applicants in urgent matters. However, it is required of the applicant to explain exactly why the hearsay evidence should be allowed. It must be clearly stated that the allegations of fact are true to the best of the applicant's information, knowledge and belief and the basis of such knowledge or belief must be put on record. It is trite that the failure to state the source of the information or grounds of belief in the founding affidavit is an irregularity that cannot be cured in the replying affidavit. Even if the applicant complies with these requirements, a court is not bound to accept the hearsay in the exercise of its discretion. In any event, secondary evidence pertaining to documents is inadmissible. The facts *in casu* are also totally distinguishable from those in *Lagoon Beach Hotel (Pty) Ltd v Lehane NO*¹⁶ and therefore my approach to the hearsay relied upon by the applicant differs as set out hereunder.

[18] Often when an applicant approaches the court based on alleged urgency and provides for truncated time frames, the respondent is put under pressure to such an extent that it is not in a position to deal exhaustively with the applicant's averments. *In casu*, the applicant, who had ample time to prepare a proper affidavit, approached the court during the recess with an undercooked application based on alleged urgency. A good argument could be made out that the applicant did not make out a proper case to be entitled to urgent relief. Substantial redress could have been achieved by launching the application earlier and providing the normal time frames afforded by the

¹⁴ *Setlogelo v Setlogelo* 1914 AD 221 at 227 & numerous cases since then

¹⁵ *National Gambling Board v Premier, Kwa-Zulu Natal & others* 2002 (2) SA 715 (CC) at para 49

¹⁶ 2016 (3) SA 143 (SCA)

rules. Having said this and as mentioned above, the application was postponed to the opposed roll and insofar as the 1st respondent did not seek more time to file a supplementary answering affidavit, there is just no reason to strike the matter from the roll at this stage due to lack of urgency.

[19] I am mindful of the manner how *interim* interdicts are to be evaluated. Unlike in the case of opposed motions for final relief, the court is entitled to rely on the applicant's version together with any facts set up by the respondent which the applicant cannot dispute and to consider whether, bearing in mind the inherent probabilities, the applicant could on those facts obtain final relief eventually. Then the court considers the facts set up in contradiction by the respondent and if serious doubt is cast upon the applicant's version, the applicant cannot succeed. Mr Vimbi's reliance on the *Outa* judgment¹⁷ is not justified. In that case the Constitutional Court cautioned courts against granting interdicts that may trespass upon the terrain of authorised state functionaries which is not the case *in casu*. The court stated that although courts have the power to grant restraining orders in such instances they shall "not readily do so, except when a proper and strong case has been made out for the relief and, even so, only in the clearest of cases."

[20] It is the applicant's contention that the 1st respondent, her co-director, co-shareholder and former friend, has not only unlawfully utilised company funds in an amount of R179 000.00 during one weekend in September 2021 to pay for her 40th birthday party in Cape Town,¹⁸ but that she has as a matter of fact unlawfully utilised company funds to the tune of R19 851 057.00 – nearly twenty million Rand – for personal expenses. Although this is not articulated, but if the applicant is to be believed, the 1st respondent has stolen this money, or put more mildly, has defrauded the company with the aforesaid amount. No court will accept that somebody is a thief or fraudster without proper proof. The say-so of the applicant is just not good enough, even bearing in mind the test applicable to the adjudication of applications for *interim* relief.

¹⁷ *National Treasury & others v Opposition to Urban Tolling Alliance & others* 2012 (6) SA 223 paras 44 - 47 & 63 – 66 & para 65 in particular

¹⁸ Founding affidavit: para 4.43, p 24

- [21] The irony of the applicant's version is that she personally did not do the investigation, but relies on a document which is incomplete. It does not contain a heading and not even the name, not to mention the signature, of the author.¹⁹ The document in the court file starts off with the name of a passenger, one Matholeni Simanga. Apparently, several pages thereof did not find the way to the court file. If the indexing and pagination of the court bundle are considered, undertaken by the applicant's attorney, even her legal team did not have the complete document. The document closes with some figures, dealing *inter alia* with "bad debts for all the years we have had" in the amount of over R7m and a total of R19 074 274.32. The total differs from the amount mentioned by the applicant as reflected above and a reference to "bad debts" cannot be equated to personal use of company funds as the applicant wants the court to believe.
- [22] There is no explanation from the internal auditor, either under oath, or at all. The 1st respondent and the court were in a sense ambushed with a document containing a lot of inscriptions while the alleged author did not even care to affix his/her signature thereto. More importantly, the author failed to confirm the "report" under oath, either in support of the applicant's founding affidavit, or in response to the answering affidavit when the 1st respondent pointed out this serious neglect. What do we have attached to the replying affidavit? An email from one Mbali to the applicant dated 1 April 2022, the last portion which reads as follows: "... regarding Mrs. Persi Tshem's case regarding the court date, I will avail myself to can come and testify." This is just not good enough. Mr Van der Merwe's valiant attempts to persuade me to accept the hearsay evidence did not find favour. The applicant failed to state that the allegations of fact relied upon are true to the best of her information, knowledge and belief and also failed to state the basis of such knowledge or belief. Therefore, I disregard any hearsay evidence relating to company funds allegedly misused. Even if I could accept the applicant's hearsay version, it is common cause that the 1st respondent is since September 2021 not in a position to transact on the Nedbank account in order to transfer company funds to her or any other account. Interdict

¹⁹ *Ibid*: para 4.55 read with annexure "F10", pp 129 - 160

procedure is not utilized to deal with a *fait accompli*. The applicant has failed to make out a case for an interdict in accordance with paragraph 2 of the notice of motion; however, I shall later herein return to this issue.

- [23] The 1st respondent cannot provide the applicant with any access codes. This has been explained. This version is in line with the inherent probabilities. There is no need to repeat myself and I merely refer the reader to what I stated above. If the applicant or the other employees of Hamba Nathi mentioned in the papers did not have access codes from September 2021, the applicant would surely have taken action much earlier. It is disingenuous of the applicant to suggest that the 1st respondent could have interfered with the access code(s) and then to seek relief against her in that regard as is evident from paragraph 3 of the notice of motion. Such relief should not be granted.
- [24] A simple request to the relationship manager of the bank would have provided an answer as to what went wrong. This was not done *ex facie* the founding affidavit, although it appears as if the bank prevented the use of the existing access code(s) on receipt of the applicant's correspondence and her request that the 1st respondent be removed as a signatory to the bank account.²⁰ This occurred already in January 2022. If Hamba Nathi cannot access the Nedbank account on line, as its employees could have done from September 2021 till at least February 2022, the company's directors should in principle resolve the matter. This is easier said than done as *in casu* we are faced with a dilemma. In the normal run of the mill case no formal meeting of the Board of Directors would be required as the problem could be solved easily.
- [25] In principle the directors must act in terms of the shareholders' agreement notwithstanding differences. The 1st respondent stated under oath that in the event of the applicant having a problem with her personally, she would be prepared to nominate an alternative director in accordance with the shareholders' agreement.²¹ Having said this, it is common cause that the

²⁰ Founding affidavit: paras 11 & 12, p 38

²¹ Answering affidavit: paras 227 – 229, p 234

directors of Hamba Nathi are at loggerheads and cannot see eye to eye. One does not have to be an Einstein to predict the outcome of their negotiations. Meetings of the Board of Directors – there are only two directors - may be held, either formally or informally, as provided for in the shareholders' agreement in order to resolve company issues. In the event of a failure to obtain a unanimous decision, the agreement provides for a process to resolve the deadlock. It may be argued that if the applicant was prepared to adhere to the 1st respondent's request in this regard, this aspect might well have been settled by now. On such assumption there would be insufficient reason for the court to at this stage interfere with the internal affairs of Hamba Nathi.

[26] Mr Vimbi submitted that the application had been brought prematurely. He insisted that the applicant should have adhered to the 1st respondent's requests for a Board meeting to be held. According to him it is "mind boggling that the Applicant flatly refuse to attend the Board Meeting whereby her appointment as the employee of the Second Respondent can be discussed, the resolution to give her access to the Nedbank account could also be taken." I do not agree for the reasons advanced in the previous paragraph. The animosity between the parties does not allow for mature discussions in order to arrive at a resolution which will benefit the company.

[27] I find it difficult to understand why the 1st respondent does not want to agree to a proposition as reflected in paragraph 4 of the notice of motion, to wit that the directors of Hamba Nathi authorise Nedbank to provide an access code to the responsible person in the company's employ in order to allow the company to transact on the account. This seems to be an obstinate approach. She confirms that she is not Hamba Nathi's travel manager anymore and is unable to transact on the Nedbank account. This has been the position since September 2021.²² In this regard I accept that the applicant believes that she is in possession of sufficient facts to launch proceedings to declare the 1st respondent a delinquent director. Furthermore, the business of Hamba Nathi must continue in the absence of the 1st respondent who is not involved in the

²² Answering affidavit: paras 23, 48 & 49 on pp 208 & 211

day-to-day running of the business. It struck me that the applicant's averment that the 1st respondent had started a business under the name of Hamba Lwethu (Pty) Ltd which is competing unlawfully with Hamba Nathi has been met with a bare denial.²³ In fairness to the 1st respondent, the applicant did not place evidence before the court to substantiate the conclusion, but I would have expected more than a denial from the 1st respondent in the circumstances of this case.

[28] The applicant relies on an allegation that the Premier Hotels have put a hold on the company's account due to its failure to settle the account. Instead of attaching proof hereof, she relies on a demand for immediate payment from another supplier. This demand was supposed to be attached as annexure "FA17" to the founding affidavit but this was not the case. The annexure, being a statement of Protea Hotels dated 1 March 2022 merely indicating the creditor's terms of payment, was eventually attached to the replying affidavit. It is not a demand for immediate payment as alleged. Notwithstanding the improper explanation with reference to a document that does not support the applicant's version, I accept that any business that does not have access to its bank account will be hamstrung and this may well lead to dissatisfaction amongst unpaid creditors and the eventual demise of the business.

[29] Mr Vimbi submitted that the applicant failed to prove any of the four requirements for *interim* interdicts. Although I agree with him that no case has been made out for the relief in paragraph 3 of the notice of motion, I am satisfied that the applicant succeeded to prove a *prima facie* right, although open to some doubt, in respect of the *interim* relief contained in paragraph 4 of the notice of motion. Although the applicant has not made out a case for the relief claimed in paragraph 2, I am prepared to grant relief based on the evidence of the 1st respondent. She made it clear in several paragraphs of her answering affidavit that she has no intention to transact on the Nedbank account of Hamba Nathi. In my view, and her counsel was constrained to

²³ Founding affidavit: para 4.63.2, p 29 read with answering affidavit: para 200, p 231

agree, there is no reason why she should not be interdicted from transacting on the account *pendente lite*.

- [30] I accept that Hamba Nathi directly, and the applicant as director and majority shareholder indirectly, may face problems pertaining to the inability to pay creditors immediately insofar as company funds in the Nedbank account are frozen for all practical purposes. The creditworthiness of the company may well be seriously affected and in the competitive world we live in it may have disastrous consequences. The applicant who is apparently trying to steer the ship and who is a majority shareholder will suffer as a result. A reasonable apprehension of irreparable harm has been proven if the *status quo* is allowed to continue.
- [31] Whose balance of convenience must be considered? The applicant and the 1st respondent are both directors of and shareholders in Hamba Nathi. If the Nedbank account cannot be utilised, the company will most probably suffer as a result, but also the shareholders indirectly. The application was not and could not be brought by the company. If the application is dismissed *in toto*, the applicant as the majority shareholder stands to suffer more than the 1st respondent who is in any event not involved with the day-to-day business of Hamba Nathi anymore. No harm can be caused to the 1st respondent if the interdict is granted. The whole purpose is to carry on with the normal business activities of the company, also ultimately to the advantage of the 1st respondent. There is also the real possibility that the 1st respondent is trying to hold the applicant and the company at ransom in order to provide a springboard for her new venture which according to the applicant is in direct competition with Hamba Nathi. A dismissal of the application will assist the new venture to come off the ground successfully, whilst the applicant maintains that the 1st respondent, in being involved therein, is in breach of her fiduciary duties.
- [32] There is no satisfactory alternative remedy in order to settle the issue of access to the company's account with Nedbank. No doubt and contrary to what the 1st respondent stated under oath, confirmed by her counsel in

argument, directors' meetings will not solve the problem whilst the mechanisms provided for in the shareholders' agreement will take up valuable time with no reasonable expectation of a resolution. In any event, the 1st respondent has already subtly threatened that applicant may not be authorised to transact on the bank account as a necessary consequence of such meetings.²⁴

VIII CONCLUSION

[33] In conclusion I am satisfied that appropriate orders in line with paragraphs 2, 4 and 5 of the notice of motion should be granted. Notwithstanding the applicant's partial success, I am not prepared to grant any costs in her favour. The application was not only half-baked, but it was brought based on self-created urgency. In exercising my discretion and to show my discontent for the manner in which this application was brought, I shall not follow the general rule in awarding costs to the successful party. Having said this, the 1st respondent could have prevented a fiercely contested application by consenting to the relief which I intend to grant.

IX THE ORDERS

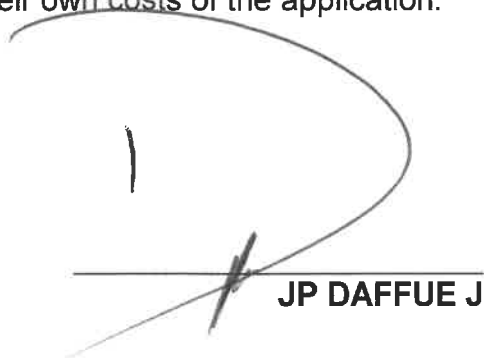
[34] The following orders are issued:

- 1) The 1st respondent is interdicted *pendente lite* from transacting in any way on the 2nd respondent's Nedbank business bank account with account number 1171093071 and on the 2nd respondent's Nedbank banking profile with electronic profile number 3010009519.
- 2) Nedbank, the 3rd respondent, is directed and authorised to provide the applicant with the access code(s) to the Nedbank electronic profile number 3010009519 of the 2nd respondent, Hamba Nathi (Pty) Ltd,

²⁴ Answering affidavit: para 199, p 231

and/or the 2nd respondent's Nedbank business account number 1171093071.

- 3) The orders in paragraphs 1 and 2 above shall operate as *interim* interdicts with immediate effect pending finalization of the applicant's application to declare the 1st respondent a delinquent director in terms of the Companies Act, 71 of 2008 which application shall be instituted within 10 days from the date of this order.
- 4) Each party shall be responsible for their own costs of the application.

A handwritten signature in black ink, consisting of a large, stylized 'D' with a vertical line through it, followed by the text 'JP DAFFUE J'.

On behalf of the Applicant:
Instructed by:

Adv R Van Der Merwe
Blair Attorneys
BLOEMFONTEIN

On behalf of the Respondent:
Instructed by:

Adv M Vimbi
Matsepes Inc
BLOEMFONTEIN