REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG LOCAL DIVISION, JOHANNESBURG

(1) REPORTABLE: YES / NO
(2) OF INTEREST TO OTHER JUDGES: YES/NO
(3) REVISED

9/10/2018
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SIGNATURE DATE

CASE NUMBER: 41450/2017

In the matter between:

JAMES JOHN MEECHAM **PLAINTIFF**

AND

WYNAND NAUDE **FIRST DEFENDANT**
WYNAND NAUDE INCORPORATED **SECOND DEFENDANT**

JUDGMENT

WINDELL, J:

INTRODUCTION

This is a dispute about money between two erstwhile partners, Leon Meecham and the first defendant, Wynand Naude. On 6 May 2008 Meecham and Naude, representing JR 10 Investments (Pty) Ltd ("JR10"), entered into a written joint venture agreement to develop and sell a specific immovable property and to share the profits 50/50. After five years of developing and marketing the property, it was eventually sold to the Gauteng Department of Local Government and Housing in June 2013 for an amount of R 30 million. Meecham avers that the joint venture agreement was amended on 10 April 2013 with an email and Naude/JR 10 was no longer entitled to 50% of the nett profit, but was only entitled to an amount of R 6 million in respect of his loan and profit-sharing in the development. Naude admits that the joint venture agreement was amended on 10 April 2013 to allow for only R 6 million, but avers that it was only in the event that a portion of the property, and not the whole property, was sold to a specific buyer, namely G3 Umnombo Consortium. When the transaction with G3 Consortium did not materialize the parties reverted back to the joint venture agreement that provided for 50/50 profit sharing. In addition Naude pleads that the parties in any event concluded a new agreement on 15 July 2013, when the profits were shared. In terms of the new agreement Meecham received R 13 283 660.50 and Naude received R 9 516 339.50 (R 7 million profit and R2 516 339.50 for expenses incurred). Meecham denies entering into a new agreement and avers that Naude was only entitled to R 6 million and an amount of R3 516 339.50 must be paid back.

The plaintiff is James John Meecham, Leon Meecham's son. He was in receipt of an offer to purchase and was therefore entitled to sell the immovable property at the time of the sale to the Department. He was however never involved in the development of the property or in any business dealings with Naude. The second defendant is Wynand Naude Inc, a company duly registered and incorporated in accordance with the Company Act[1] read together with the Attorney's Act[2]. The proceeds from the sale of the property were received by the second defendant as transferring attorneys.

BACKGROUND AND COMMON CAUSE FACTS

During March 2008 Meecham was informed about a business opportunity in respect of immovable property, more specifically, Portion 6 and Portion 7 of the farm Leeuwspruit Fochville[3], by an attorney, Mr. Viljoen who thought he might be interested in developing it. Meecham saw an opportunity to make money as he had previously been involved in a similar project. On 31 March 2008 he made an offer to purchase the property in an amount of R 7 million from the owner, Mr. Olwagen, which offer was accepted. In the sale agreement the parties confirmed that Meecham wished to establish a Township on the property which had to be established on or before 31 October 2009. It was also agreed that a deposit of R 50 000 was payable within 7 days of the due diligence enquiry and the payment of the balance of the purchase price was payable on registration which amount was to be secured by the delivery of guarantees within 30 days of 31 October 2009. (Olwagen was aware of Meecham's plans with the property and was prepared to give him time to secure the balance of the purchase price. It is common cause that the deadline was extended every year for the delivery of the guarantees until a final deadline of 31 October 2013 was granted in October 2012.)

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[1] Act 71 of 2008

[2] Act 53 of 1979

[3] The remainder of Portion 6 (a Portion of Portion 1) of the farm Leeuwspruit 148 Q, measuring 132,6496 ha and Portion 7 (a Portion of Portion 1) of the farm Leeuwspruit 148 Q, measuring 61,5276 ha)

At that stage Meecham was in possession of a letter from the Merafong City Local Municipality confirming that the property had been identified by the Council for future residential development to address the housing backlog in Merafong City. This was a huge project and Meecham needed a partner. He got to know of Naude through an acquaintance who indicated that Naude might be interested in such a project. He approached Naude during April 2008 and they entered into an oral joint venture agreement ("the JV") to develop and/or sell the property at the best possible return and agreed that they will share the nett proceeds thereof. The nett proceeds consisted of the total costs of the property less all the related expenses. It was agreed that Naude would not get involved in his personal capacity but would operate under JR 10 and the terms of the JV reduced to writing on 6 May 2013. In terms of the JV, Naude paid the deposit of R 50 000 to Olwagen on behalf of Meecham. It was agreed that Meecham would get involved in the project full-time basis and JR 10 would pay him an amount of R 20 000 per month (this amount later increased to R 22 000), plus all expenses. Meecham was also granted a loan of R 100 000. On the same day JR 10 and Meecham entered into a sale agreement in terms of which JR 10 bought the property for an amount of R 28 million from Meecham. Naude conceded during the trial that the intention with this sale agreement was not for JR 10 to purchase the property but to use the sale agreement as a bargaining tool in marketing the property to prospective clients.

Meecham and Naude worked on the project for the next five years. Due diligence was done, the township application was well on its way, and numerous developers and investors had been consulted. By April 2013 all the parties were jittery. Olwagen had given a final extension until October 2013. Naude had paid for all the expenses and had already spent around R 1, 9 million on the project. The property needed to be sold. Meecham approached Olwagen and Naude (the details of the discussion with Naude is in dispute) and requested them to indicate what the minimum amount was that they would accept at that stage if an offer was to be received now. Olwagen agreed to reduce the price of the property from R 7 million to R 6,1 million, on condition that he is paid fully by end of July 2013. (A letter was sent to Olwagen on 10 April 2013 wherein this was confirmed.) Naude also responded to Meecham's request and sent the following email on 10 April 2013:

"Hi Leon

1. *Hiermee my skrywe vir Ollie. Laat weet indien jy iets wil verander.*
2. *Ek bevestig dat ons ooreengekom het op 'n betaling van 6 miljoen aan my vir my lening en winsdeel in die ontwikkeling mits dit teen einde Julie afgehandel is.*
3. *Ek sal verhaal uit die opbrengs van die oordrag.*
4. *Druk sodat ons dit kan afhandel."*

Naude contends that the email was sent under circumstances where (1) the only interested buyer was G3 Consortium; (2) G3 Consortium was only interested in buying a portion of the property; (3) The purchase price was for approximately R 15 million; and Meecham wanted to get involved in a joint venture with the G3 Consortium and/or the Department as owner/developer in which he was not interested. Meecham contends that the email was written with the intent to cover any sale to any buyer for any price. Five days after the email was sent, and on 15 April 2013, an offer was received from G3 Consortium for a portion of the property (Portion B =1750 stands) in an amount of R 15 750 000. The agreement was subject to several suspensive conditions i.e. that the agreement will only come into force if

Meecham and Department concluded a purchase transaction agreement in respect of the remaining portion of the property (Portion A) on or before 30 April 2013. The conditions were not met and the sale did not materialize.

After the sale with G3 Consortium fell through, the Department on 16 May 2013 called for a meeting to discuss the sale of the whole property. On 20 May 2013 a meeting was held with the Department which was attended by both Meecham and Naude. At that stage Olwagen had already agreed to a reduced purchase price of R 6,1 million for the property and had also agreed to cancel the agreement between him and Meecham and to enter into a new sale agreement with the plaintiff at the reduced price. One of the reasons for this decision was Meecham's health as it was feared that he might not be able to see the project through to the end. A new sale agreement was therefore concluded on 22 May 2013 between the plaintiff and Olwagen in terms of which the property was bought for R6,1 million. Guarantees had to be delivered by 15 August 2013.

On 3 June 2013 the Department made an offer to buy the whole property in an amount of R 30 million. The offer was accepted and the property was registered in the name of the Department on 12 July 2013. The R30 million was received in the account of the second defendant on 13 July 2013. Meecham and Naude met for a final reconciliation of the amount received. The parties differ on the date of the meeting; Meecham avers it was on 12 July 2013 and Naude on 15 July 2013. In any event, the parties met in July 2013 at the offices of the second defendant to discuss the final distribution of the money. When Meecham arrived a statement had already been prepared. The statement reflected the income and expenditure and the nett profit, amounting to R 15 950 284.64, were divided between Meecham and Naude

(50/50). On receipt of the statement Meecham disputed the 50/50 split and held Naude to his email of 10 April 2013 wherein he stated that he would be satisfied with an amount of R 6 million in respect of his loan **and** profit-sharing. Naude explained to him that the email only pertained to the G3 Consortium sale and as the sale fell through the original JV in terms of which profits are shared 50/50 applied. A discussion followed, changes were made to the first statement and a second statement was prepared which was signed by both parties. The parties parted with Meecham receiving an amount of R 13 283 660.50 that was paid into the plaintiff's bank account on the same day.

Naude avers that the second statement constituted a new agreement between the parties in terms of which they agreed that his expenses in an amount of R 2 516 339.50 and an amount of R 7 million in profit be paid to him. Naude also contends that it was agreed that Meecham would be responsible to pay capital gains tax on the total profit of R 20 583 680.50 and it is for that reason that the inscription *"Seller to pay capital gains tax"* was made on the second statement. Meecham disputes the conclusion of a new agreement and avers that they agreed that the R 7 million was in dispute and that it should be held in Trust until the dispute is resolved and that he never agreed to pay tax on the total profit.

On 26 July 2013 Naude got a phone call and an email from Patricia Gumbi (G3 Consortium) demanding commission in an amount of R 1 million. He contacted Meecham and a meeting was arranged. The parties differ on what the initial purpose of the meeting was, but it is common cause that the parties met on 3 August 2013 at the second defendant's offices. Meecham's attorney and advocate accompanied him to the meeting where Naude was confronted about what happened on the day the money was paid out. Email communication followed between Naude and Meecham's attorney, and a written demand was sent on 14 August 2013 to Naude to pay back the amount of R 3,5 million. Naude responded to the demand on 26 August 2013 setting out his version of events. On 7 March 2014 Meecham laid a complaint against Naude at the Law Society. A meeting was held on 12 May 2014 between the parties in an attempt to settle the matter but it was unsuccessful. The complaint to the Law Society resulted in a hearing on 22 September 2014 during which both Meecham and Naude testified.

THE EVIDENCE AND EVALUATION

The plaintiff bears the onus to convince the court on a balance of probabilities that his version is the correct one. This requires the court, upon a conspectus of the evidence as a whole and by balancing probabilities, to select a conclusion which seems to be the more natural or plausible (in the sense of acceptable, credible or suitable) conclusion, though that conclusion may not be the only reasonable one.[4] It is clear that *"where there are two mutually destructive versions the plaintiff can only succeed if he satisfies the Court on a preponderance of probabilities that his version is true and accurate and therefore acceptable, and that the other version advanced by the defendant is therefore false or mistaken and falls to be rejected. In deciding whether that evidence is true or not, the Court will weigh up and test the plaintiff's allegations against the general probabilities. The estimate of the credibility of a witness will therefore be inextricably bound up with a consideration of the probabilities of the case and, if the balance of probabilities favours the plaintiff, then the Court will accept his version as being probably true. If however, the probabilities*

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[4] *Hattingh v Roux N.O and Others* 2011 (5) SA 135 (WCC)

are evenly balanced in the sense that they do not favour the plaintiff's case any more than they do the defendant's, the plaintiff can only succeed if the Court nevertheless believes him and is satisfied that his evidence is true and that the defendant's version is false'[5] It is only where a consideration of the probabilities fails to indicate where the truth probably lies, that recourse is had to an estimate of relative credibility apart from the probabilities"[6].

From the pleadings and the evidence there are two material issues that needs to be determined:

1. Is the defendant bound to the email of 10 April 2013 and therefore only entitled to R 6 million?

2. Did the parties enter into a new agreement on the day the profits were shared?

Meecham and Naude, as well as the plaintiff and Mr. Viljoen, testified. The plaintiff and Viljoen did not take the matter further. The evidence of Meecham and Naude was lengthy and they were both subjected to extensive and prolonged cross examination. I do not intend to repeat all the evidence. I will only deal with aspects of their evidence which in my view are relevant to the probabilities.

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[5]*National Employers General Insurance v Jagers* 1984 (4) SA 437 (E) at 444 D-G

[6] *Jagers supra* at 441 A

The email

The plaintiff's case is based on the email sent by Naude on 10 April 2013. It is common cause that the email, at the time, amended the agreement in the JV to split the nett profits 50/50. Meecham and Naude's versions differ materially on this aspect. In my view the context in, and the circumstances under which the email was written is an important factor that needs to be examined and considered in determining if the email was written with a specific transaction in mind or if it was a intended to cover all future transactions.

Naude testified that the R 6 million was not arrived at haphazardly, and it was as a result of a series of discussions between him and Meecham. At that stage Meecham had been negotiating with G3 Consortium for some time and an offer was imminent. Meecham wanted to get involved with the further development of the property as owner/developer and the sale was only for a portion of the property (79 hectares of 193 hectares). Naude was not interested in partaking in any future joint venture with G3 Consortium or the Department. For these reasons he arrived at an amount of R 6 million. Meecham testified that he has no idea on what basis Naude decided on R6 million and was unable to give any satisfactorily answer during cross examination. It is improbable that Meecham would not have known. Meecham and Naude worked together on the project and spoke to each other frequently. Naude also made discovery of all his relevant handwritten notes pertaining to the project. From these notes it is clear that amounts were discussed between them on more than one occasion. It is improbable that the amount of R 6 million was just a random amount that was not discussed between partners that worked closely together for more than five years. The probabilities favour Naude's version in this regard.

An email dated 2 April 2013 is further confirmation that a specific amount, namely R 15 or R 20 million was mentioned and considered during the period before the writing of the email. The email reads as follows:

> *"Wat die syfers betref:*
>
> *VERKOOP VAN HELE EIENDOM:*
>
> *KOOPPRYS R20M/15M(50%)?*
>
> *OLWAGEN: R 7M*
>
> *KOSTE 500K*
>
> *MY KAPITAAL: R 2M*
>
> *ANDER:*
>
> *LOUIS EN JOHAN? R500K*
>
> *JOUSELF R1M*
>
> *SUBTOTAAL R 11M*
>
> *BALANS OF R 20M=R 9M*
>
> *Tel terug R 1m   R10m*
>
> *BALANS OP R 15M?*
>
> \-
>
> *GEDEEL DEUR 2 = LEON AND WYNAND: R5M ELK*
>
> *VOORSIENING VIR KWB*
>
> *BALANS OF R15M VIR 50% AANDEEL-ONS MOET BESPREEK*

Meecham testified that Naude was aware of the fact that the Department was interested in buying the whole property before he wrote the email of 10 April 2013. The probabilities that Naude would have been satisfied with only R 6 million had he know that there was even a possibility of an outright purchase of the whole property for an amount of R 30 million are slim.

As stated before, Naude made discovery of notes he made during his discussions with Meecham. The notes confirm that there was only one interested buyer at that stage namely G3 Consortium and further confirm the ongoing discussions between Naude and Meecham relating to a possible sale transaction with G3 Consortium. I will refer to only a few:

- *20 February 2013. Meecham advises Naude that he will have a meeting with Patricia Gumbi and wanted to know the numbers on a purchase price of R 20 million. Expenses more or less R 12 million. Nett proceeds R 8 million. R4 million each.*

- *11 March 2013. Meeting between Meecham, Naude, Patricia and two other people. Offer to purchase discussed. R 40 million.*

- *20 March 2013. Meecham indicated that he had talks with Rethabile Nkosi. Reference is made that Department only interested in 100 hectares. Wants to make Leon owner/developer. If he participates then he has work. Meecham do not want Naude to lose out. Wants a number so that he can negotiate. Offer of R 20 million*

- *8 April 2013: "Province" is going to make an offer for R 15 million for a Joint Venture. Patricia, the Consortium and he are going to work together on one portion and the Department is going to buy the other portion. They will get* *their money back within 6 months. Naude says to Meecham that he does not want any part in the joint venture. Meecham says he must furnish a letter to Department setting out that 79 hectares will be selling at R 11000 per erven. Ask Naude to write an e-mail.*

Meecham contends that there were several other parties interested in buying the whole property at that stage, including G3 Consortium and the Department. In support of his contention that the Department was interested in purchasing the whole property during the period of writing of the email, Meecham relies on an email of 9 April 2013. This email was written by Naude on Meecham's request. The subject of the email is the agreement of sale for a portion of proposed Kokosi Ext 7 Township. It reads as follows:

"Our meeting of yesterday and you undermentioned email refers:

1. *I confirm your interest in purchasing the aforementioned property.*
2. *I hereby confirm my willingness to sell my aforementioned property to the Department.*
3. *The full description and extent of the property is as set out in the heading hereto.*
4. *Also herewith is the layout of the proposed Township (a copy already in your possession) and spesifically the following proposed types of mixed development erven:*

   4.1 RDP erven -2086, approximately 79,6 hectares

   4.2 Freestanding bonded erven -996

   4.3 Walk up double storey opportunities -1500

5. *You have indicated your interest in acquiring the portion referred to in 4.1 above.*
6. *The asking price herefor is R 10 000 per opportunity excluding the fees for the professional services of the engineer and town planner*
7. *We furthermore confirm, as discussed at our meeting, that you will support the registration of FLISP Subsidies for erven referred to in 4.2 and 4.3 above and the related proposed land owner/developer agreement to be concluded herefor.*
8. *Herewith attached a letter from the transferring attorney regarding the ownership of the properties and the transfer process.*
9. *The 3D presentation requested is being prepared for delivery by the end of next week."*

The following is clear from the above email (1) The Department is interested in buying only a portion of the property namely *"RDP erven -2086, approximately 79,6 hectares at R 10 000 per opportunity"* (the whole property was 193 hectares); (2) The Department will support the registration for FLISP Subsidies for the remaining erven and double storey opportunities; and (3) The Department will support the related proposed land owner/ developer agreement to be concluded.

Meecham is clearly mistaken in his contention that this email supports his version. The contents of the email corroborates Naude's version namely that there was no outright buyer at that stage.

Meecham contends that this email is not relevant to the G3 Consortium. I disagree. The email is clearly relevant to the transaction with G3. In cross examination

Meecham confirmed that in discussions with Department it was suggested that he would stay on as owner/developer, but that he is unable to say if it was for Portion A or Portion B. Naude's version is further supported by G3 Consortium's offer to purchase. In clause 1.2 of this agreement the Department had to conclude a purchase transaction agreement in respect of Portion A and G3 Consortium was buying Portion B and in Clause 1.2 it is agreed that "*this agreement shall come into force and effect upon the signature by the last party signing this agreement and only upon the second party (Meecham) and the Department concluding a purchase transaction agreement in respect of Portion A of the land parcel*".

The plaintiff failed to prove on a balance of probabilities that the email of 10 April 2013 was applicable on the outright sale of the property to the Department for an amount of R 30 million. The email of 10 April 2013 was only applicable in the event that the sale with G3 Consortium materialized.

<u>*Was there a new agreement entered into in July 2013?*</u>

It is common cause that a statement of account (the first statement) was prepared before Meecham arrived at the offices of the second defendant. In terms of the first statement all the expenses, totaling R 11 666 339.50, were deducted from the purchase price, leaving a nett income of R 15 950 284.64. That was then divided between Meecham and Naude leaving an amount of R 7 975 142.32 for each of the parties The expenses reflected on the first statement was the purchase price of R 6,1 million, Naude's expenses of R 2 516 339.50, Johan Viljoen R 300 000, Louis Bezuidenhout R 750 000, Other R 2 million (commissions payable to *inter alia* Patricia Gumbi from G3 Consortium) and capital gains tax (13%) in an amount of R

2 383 375.86. On receipt of the statement Meecham complained about the 50/50 split and held Naude to the 10 April 2013 email. He also reduced some of the amounts reflected as expenses in the first statement. Louis Bezuidenhout's amount of R 750 000 was reduced to R 500 000 and the R 2 million for commissions were taken out completely. The capital gains tax was also taken out and an additional expense in an amount of R 300 000 was allocated to Van Wyngaardt for the purchase of motor vehicles was included. A second statement was drafted reflecting the changes. In the second statement there was no 50/50 split but an amount of R 7 million was allocated under "other". Naude testified that the amount of R 7 million was agreed upon for his share in the profit. Meecham testified that the R 7 million under "other" was not agreed upon but reflects the money that was in dispute and that it was agreed that it will be held in the second defendant's trust account. On the second agreement it was also reflected that *"seller to pay capital gains tax on gain at 13 %"*

Meecham further testified that he only signed the second statement because Naude told him to sign in order for the money to be paid out to Olwagen. Meecham avers that he also told Naude already at that stage that if they are unable to sort out the dispute between themselves they must bring in a third party a mediator and Naude agreed with that suggestion.

Naude testified that after the G3 Consortium sale fell through the parties reverted back to the JV that stipulated a 50/50 split. He confirmed that Meecham did not want to divide the nett profit in two. They then discussed, looked at alternatives, looked at the tax implication, looked at the nett effect and agreed upon an outcome most favorable to both. As a result the second statement was drafted and agreed upon.

Meecham specifically asked for the tax portion (R 2 383 375.86) to be paid over to him so that he can draw interest on the amount until SARS instructs him to pay over. Meecham also indicated that he will take care of the commissions payable to *inter alia* Patricia Gumbi and the R 2 million reflected on the first statement under “other”, earmarked for commissions was also included in his share.

Meecham testified that there was no agreement that plaintiff will pay the capital gains tax and that he did not understand the tax issue. He however agreed during cross examination that Naude explained to him that the seller of immovable property must pay the capital gains tax. It is common cause that capital gains tax was not paid over to SARS and that no money was kept safe for that purpose.

Naude wrote an email to Meecham a few hours after the money was paid into the plaintiff's account which confirms his version of the events. In the email, sent on 15 July 2013 at 6:34 pm he stated as follows:

> *“Hi Leon, soos bespreek KWB dus betaalbaar op ten minste R20 583 680.50 (eintlik ook op die R 150k wat teen die kapitale uitgawes is) Eugene moet baie mooi hanteer. Groetnis Wynand”.*

This email was sent just after the money was paid into the plaintiff's account. The email clearly states ‘as agreed’. If it was not agreed why would Naude state so? Meecham did not respond to this email at all. If he was so aggrieved by the second statement and specifically the tax portion why did he not dispute it? This was a perfect opportunity to voice his complaint and for some inexplicable reason he failed to do so.

Meecham testified that he was aggrieved by Naude's actions and that the trust relationship between them had broken down. The money was paid into the plaintiff's account on 15 July 2013. From 15 July 2013 until the meeting on 2 August 2013 Meecham never placed on record that the R 7 million was in dispute. It was only when Patricia Gumbi demanded her commission, which Naude avers Meecham was responsible for, that the dispute about the R7 million arose. Before the meeting of 2 August 2013 Naude and Meecham had a telephone conversation. Meecham testified that he said to Naude during this telephone call that he wanted to have a meeting with him to discuss Patricia Gumbi's commission as well as the R 7 million. Naude wrote an email after the telephone call that again corroborates his version. In the email he inter alia stated, *"Nie seker of vergadering nodig is nie."* Only Patricia Gumbi's commission was mentioned in this email. If Meecham had also raised the R 7 million dispute during the telephone call Naude would surely have mentioned it in the email.

Naude testified in cross examination that he placed the R 7 million under "other" for tax purposes. He denied that it was in an attempt to evade tax, as Meecham undertook to pay the capital gains tax on the total nett profit.

On a conspectus of all the evidence the probabilities favour Naude's version. A new agreement was entered into between the parties that resulted in the second statement.

In my view, the plaintiff failed to prove its case on a balance of probabilities.

THE COUNTERCLAIM

Naude also instituted a counterclaim against the plaintiff and avers that Meecham and the plaintiff repudiated the new agreement with the institution of this action, which he accepts. Naude did not pursue the counter claim and no evidence was led supporting the counterclaim.

COSTS

Counsel for the plaintiff argued that plaintiff incurred wasted costs as a result of defendant's insistence that all correspondence should be produced. At the trial only one bundle of documents was used. Counsel requested the court to make an order against the defendant to pay the wasted costs incurred in making copies of documents that were never used.

In the result the following order is made:

1. The plaintiff's claim is dismissed with costs.

2. The counterclaim is dismissed with costs.

3. The defendant is ordered to pay the wasted costs incurred by the plaintiff in making copies at the request of the defendant and which were not utilized during the trial.

L WINDELL

JUDGE OF THE HIGH COURT OF THE REPUBLIC OF SOUTH AFRICA

Attorney for plaintiff:	J.P. van Schalkwyk Attorneys
Counsel for plaintiff:	Advocate A. van der Merwe
Attorney for first and second defendant:	Smit & Marais
Counsel for defendant:	Advocate H. F. Geyer
Date matter heard:	19 April 2018, 20 April 2018, 21 April 2018, 22 April 2018, 23 April 2018, 24 April 2018, 26 June 2018, 27 June 2018
Judgment date:	9 October 2018