



IN THE GAUTENG DIVISION HIGH COURT, PRETORIA

(REPUBLIC OF SOUTH AFRICA)

10/7/15

Case Number: 72355/09

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

10/7/2015
DATE


SIGNATURE

In the matter between:

FORUM 1 AND 2 PANORAMA OFFICE ESTATE (PTY) LTD

PLAINTIFF

and

INDIGOLD CELLULAR CC

FIRST DEFENDANT

TARYN CHANTAL PILLAY

SECOND DEFENDANT

JOSHIE PILLAY

THIRD DEFENDANT

VISPANATHAN KRISHNA PILLAY

FOURTH DEFENDANT

VINOSHINI PILLAY

FIFTH DEFENDANT

JUDGMENT

MOLEFE J:

[1] On 30 January 2009, the plaintiff entered into a written rental agreement with the first defendant for a period of 3 years. The second to fifth defendants, all members of

the first defendant, signed surety for the first defendant's obligations in terms of the rental agreement. The first defendant breached the agreement by failing to pay rental and vacated the leased premises during September/October 2009.

[2] The plaintiff issued summons against all the defendants for payment of arrear rental of R62 182, 00 in terms of the rental agreement and damages of R799 220,00 suffered due to the breach of the agreement, together with interest on both amounts at the rate of 15,5% per annum a *temporae mora* and costs on an attorney and client scale, in accordance with the lease agreement.

[3] The defendants all defended the action and the first, second and third defendants filed an affidavit commissioned on 15 February 2012, opposing the plaintiff's application for summary judgment, in which all liability towards the plaintiff is denied and various defences raised.

[4] The second, third, fourth and fifth defendants also filed an affidavit in support of an application for the rescission of judgment which was granted to them.

[5] The second, third, fourth and fifth defendants filed an amended plea dated 28 April 2015, in which liability for the arrear rental in the amount of R62 182, 00 is admitted and payment thereof is tendered and the counterclaim is abandoned.

[6] In the defendants' latest plea, all the plaintiff's allegations are admitted and the only issue in dispute is whether the plaintiff mitigated its damages. The defendants further pleaded that:

6.1 the lease agreement was varied to the effect that *“the first defendant was obliged to pay rentals until such time as a new tenant was obtained”*;

6.2 The variation was done and signed by the respective parties, in emails dated 5 and 9 October 2009, which were attached to the plea as annexure “B”;

6.3 the first defendant found a suitable tenant (“KSS Cellular”) that was willing to take over the lease agreement on the same conditions and terms as the first defendant from 1 November 2009;

6.4 the first defendant therefore complied with the varied lease agreement and was therefore no longer obliged to pay rentals from 1 November 2009.

[7] In the alternative to the above, the defendants pleaded that should the court find that the lease agreement was not varied:

7.1 the first defendant informed the plaintiff that KSS Cellular was willing to conclude a lease agreement on the same terms and conditions as the plaintiff had with the first defendant;

7.2 had the plaintiff concluded the lease agreement with KSS Cellular, the plaintiff could have fully mitigated its loss;

7.3 the plaintiff therefore failed to mitigate its loss.

[8] The parties agreed that the *onus* and the duty to begin rest on the defendants.

[9] The defendants called four witnesses, namely the third and fourth defendants, Mr Pierre Marais and Mr Arthur Pearson and Mr Retief Swart testified on behalf of the plaintiff.

9.1 **Mr Vispanath Krishna Pillay ("Clive")** the fourth defendant testified that the nature of the first defendant's business is to conduct a cellular call centre. His testimony was that he represented the first defendant in entering into a lease agreement with the plaintiff, represented by Mr Retief Swart. Prior to the signing of the lease agreement sometime in January 2009, the defendants and plaintiff orally agreed that in the event the defendants are unable to continue with its business due to Cell C, their only client cancelling its contact with the defendants, the defendants would have to secure an alternative tenant for the premises and the defendants would accordingly be released from their obligations in terms of the lease agreement and suretyship.

The lease agreement was entered into in January 2009 and the first defendant moved into the leased premises during the same month. In September 2009, Cell C cancelled its contract with the first defendant and thereafter the first defendant vacated the plaintiff's leased premises.

As per the previous oral agreement of January 2009, Mr Swart agreed to release the first defendant from the lease agreement on condition that the defendants find a suitable tenant to take over the lease. The fourth defendant relied on the emails dated 5 October 2009, and 9 October 2009 written by the third defendant

and him respectively to Mr Swart as a "*variation agreement*" of the lease agreement.

During October 2009, Mr Arthur Pearson assisted the defendants to find a suitable tenant, KSS Cellular ("KSS") to take over the lease agreement with the plaintiff on the same terms and conditions as the first defendant. The fourth defendant testified that he telephonically informed Mr Swart about KSS and a meeting was arranged between KSS and Mr Swart. Due to Mr Swart's request for a substantially higher rental than the rental paid by the first defendant, KSS never took over the lease. KSS did not sign the lease due to Mr Swart's negligence.

Under cross-examination, the fourth defendant admitted that the terms of the oral agreement between the defendants and Mr Swart in January 2009 were not incorporated in the subsequent written lease agreement. He testified that the emails ("*variation agreement*") were only pleaded for the first time in the defendants' latest plea because their IT specialist, (the fourth defendant's wife) only found the emails 4 weeks prior to the trial. Although he was not at the meeting held between KSS and Mr Swart, he testified in cross-examination that he did not know what offer was made by KSS to Mr Swart. He was however telephoned by Mr Swart who informed him that he requested a higher rental from KSS and expected KSS to negotiate the rental down.

9.2 Mr Joshie Pillay ("Denash"), the third defendant testified that the first defendant vacated the leased premises around October 2009 and took some of

the computers after the cancellation of the Cell C contract. He wrote the email dated 9 October 2009 to Mr Swart giving him permission to find a suitable tenant to take over their lease. Mr Pearson introduced KSS to them as a suitable tenant.

Under cross-examination, the third defendant testified that they found KSS prior the emails and KSS knew the terms and conditions of the first defendant's lease agreement. He could not explain in cross-examination why the alleged oral agreement of January 2009 was not raised in the defendants' plea of 29 March 2012, nor could he explain the affidavit he deposed to in the rescission of judgment in terms of which he alleged an agreement which excused the first, second and third defendants from their lease obligations and the fourth and fifth defendants admitted liability.

9.3 Mr Pierre Marais testified that he together with his two partners own KSS Cellular, which conducts a call centre business. During October 2009, they were looking for a bigger rental space for their business and were introduced to the third and fourth defendants by Mr Pearson. They discussed a possibility of KSS taking over the first defendant's lease with the plaintiff on the same terms and conditions as the premises were "a plug and play" set up. A meeting was arranged for them to look at the premises and to discuss the lease with Mr Swart. The meeting was very brief and ended quickly as the terms of the lease were different from the terms discussed with the third and fourth defendants.

Under cross-examination Mr Marais testified that due to the lapse of time he could not remember if KSS made any offer to Mr Swart nor exactly what was said at the meeting but the plaintiff's building was too big for their requirements.

9.4 **Mr Arthur Pearson** testified that he is an internal office renovator and the third and fourth defendants are his friends and clients. Mr Pearson testified that he introduced KSS to the defendants and he arranged a meeting between KSS and Mr Swart. He did not attend the meeting but he later got a telephone call from Mr Marais that the negotiations with Mr Swart were not what was agreed to with the defendants and they therefore did not sign the lease agreement.

Under cross-examination Mr Pearson admitted that the meeting between KSS and Mr Swart was set up by the fourth defendant and that KSS was a possible tenant. He also testified that prior to the trial he spoke to Mr Swart telephonically who informed him that KSS made a rental offer which was not suitable. He could not remember what was discussed between the defendants and KSS before Mr Marais approached Mr Swart.

[10] **Mr Retief Swart**, testified that he was the plaintiff's only director and plaintiff was the owner of Forum 1 and 2 Panorama Office Park ("the premises"). On 30 January 2009, the plaintiff entered into a written lease agreement with the first defendant for three years and the second to fifth defendants were sureties. He denied that prior to the lease agreement he had an oral agreement with the defendants where the cancellation of the Cell C contract with them was identified as a risk and discussed.

The defendants never informed him that they were vacating the premises. He was informed by his secretary who saw them removing equipment from the premises. He phoned the third and fourth defendants and they confirmed that they had vacated the premises. A few days later, the third defendant and his wife came to see him and they agreed to give Mr Swart permission to look for a suitable tenant to take over their lease agreement. Thereafter, the third defendant sent an email dated 5 October 2009 authorising Mr Swart to rent out the premises to a suitable tenant but not to release them from the lease.

Mr Pearson then contacted Mr Swart about a tenant who needed bigger premises and KSS was introduced to him as a potential tenant. A meeting was held with KSS as they wanted to see the premises, KSS informed Mr Swart that the premises were too big for their requirements and made a very low rental offer. Mr Swart showed them the plans of the building, and requested them to come back with a written offer to him. Mr Pearson later informed Mr Swart by email that KSS had found another building to rent after Mr Swart enquired from him about KSS.

Mr Swart testified that if KSS had made an offer to him on the same terms and conditions as the first defendant's lease agreement he would have taken the offer as he had a huge mortgage bond repayments on the property.

Mr Swart testified that since October 2009, he appointed numerous rental consultants and estate agents to get a tenant for the vacated premises but the ± 900 square meter building was too huge for most of the potential tenants. He did everything he could to get the premises leased. He only got the present tenant to sign the lease agreement in

November 2010 and the lease commenced on 1 January 2011 and this was after he had spent R925 000, 00 to convert and renovate the building for the tenant who rents the premises with an option to buy.

Under cross-examination he denied that the defendants found KSS as a suitable tenant and testified that he did not conclude the lease agreement with KSS as they did not make any written offer to lease the premises. He testified that the two emails relied upon by the defendants did not qualify as a variation agreement.

He testified under cross-examination that he took steps to mitigate the defendants' loss by personally negotiating with ±30 tenants but most of the prospective tenants needed a smaller place.

Variation of the lease agreement

[11] The defendants' allegation contained in their latest plea regarding the variation of the lease agreement is based on the emails dated 5 October 2009¹ and 9 October 2009². The email sent and signed by the third defendant dated 5 October 2009 read as follows:

"This letter serves to confirm that Denash Pillay - - - and Chantal Andrews - - - hereby give Retief Swart, the owner of the building Forum 1 and 2 Panorama Office Park, permission to lease the Building out, or to get an agent to find a suitable tenant, until then our lease agreement over the above property still stands".

¹ Pleadings Bundle 1 page 43

² Pleadings Bundle 1 page 44

The email dated 9 October 2009 sent and signed by the fourth defendant reads as follows:

“ - - - as per our meeting with you today please accept this as confirmation that we are closing down our business. We we (sic) hereby grant you authority to seek new tenants or sell your property and we will ensure that your rental for this month is paid - - - -”.

Mr Swart responded thereto by email dated 9 October 2009 by saying:

“ - - - I trust that we will find a new tenant ASAP and that you will keep up payments until such time”.

[12] It is based on the above-mentioned emails that the defendants pleaded that during the period 5 October 2009 to 9 October 2009, the plaintiff and the first defendant concluded a written and signed variation to the lease agreement to the extent that the first defendant was obliged to pay rentals until such time as a new tenant was obtained.

[13] Defendant's counsel³ submits that Swart's email shows that there was a meeting of the minds as in response to the fourth defendant's email, Swart confirmed that the first defendant would keep up payments until such time as a new tenant was found. Defendant's counsel contends that the exchange of emails meets the writing and signature requirements of clause 18.5 of the lease agreement.

[14] Clause 18,5 of the written lease agreement states:

³ Advocate B. Balmelli

“ No variation or consensual cancellation of this lease shall be of any force or effect unless reduced to writing and signed by both parties”.

[15] Plaintiff's counsel⁴ submits that no valid variation agreement was entered into by means of emails on which the defendants rely. Furthermore counsel argued that the emails were in any event not signed by both parties as required by the lease agreement.

[16] I do not agree that the emails bear evidence of the variation of the lease agreement in the terms alleged by the defendants. The emails were clearly the defendants giving permission to the plaintiff to lease or sell the property and nothing else. Swart's email in response clearly held the defendants liable to the terms of the lease agreement – to pay rentals until a new tenant has been obtained. The interpretation of the emails is neither ambiguous nor unclear. The emails were not an intention by the parties to vary the lease agreement.

[17] Although based on the fact that the emails are not a variation agreement not much needs to be said about the parties' signatures on the emails. However, Counsel for the defendants relies on the names at the bottom of the emails as being the parties' signatures and referred the court to ***Spring Forest Trading 599 CC v Wilberry (Pty) Ltd t/a Ecowash and another***⁵, wherein the Supreme Court of Appeal held that “*a legal requirement of an agreement to be in writing - - is satisfied if it is in the form of a data message*”.

⁴ Advocate H M Barnardt

⁵ (725/13) [2014] ZASCA 178

The general rule that parties to a contract are as free to vary or discharge their contract as they were to make it is subject to limitations. It would be remiss of the courts to permit parties who had entered into contracts with the prescribed formalities to vary such formalities informally.

In my view, the third and fourth defendants' names at the bottom of the emails do not constitute signatures nor electronic signatures as contemplated and required on the written agreement and do not satisfy the clause 18.5 requirement of the lease agreement. The alleged variation of the lease agreement is unfounded and is rejected. I find that there was no written and signed variation of the lease agreement.

Alienation of a Suitable Tenant by Plaintiff

[18] The defendants pleaded in the alternative that they found a suitable tenant ("KSS Cellular") that was willing to take over the lease agreement on the same terms and conditions as the first defendant had from 1 November 2009. Although the defendants' witness, Marais did not remember if KSS made an offer or not to Swart, he testified that had they been presented with a lease agreement KSS would have concluded a lease agreement with the plaintiff on the same terms and conditions as the first defendant.

[19] Defendants' witness Pearson conceded that he was not present at the meeting between KSS and the plaintiff and can therefore not dispute the plaintiff's version of the events. His testimony about the events at the meeting is hearsay and inadmissible.

Pearson was very evasive under cross-examination and could only remember very clearly facts that were in the defendants' favour but was conveniently unable to remember other issues.

[20] Plaintiff's counsel submitted that the defendants failed to prove that a suitable tenant was found and that the plaintiff was informed thereof. Swart's version is that he did not know that KSS were willing to take the lease on the same terms and conditions. KSS stated that the building was too big and he told them to give him a written offer if they were interested. He never heard from KSS again until Pearson informed him that they got another building.

[21] There is consequently a clear factual dispute between the plaintiff's and the defendants' versions. The truth is therefore to be determined at the hand of the credibility of the witnesses. (See ***Stellenbosh Farmers' Winery Group Ltd and Another v Martell et Cie and Others 2003 (1) SA 11 (SCA)*** at paragraph [5].

[22] In my view, the third, fourth defendants, were not credible witnesses. They both contradicted themselves, each other and their pleadings in various respects. The biggest improbability in the defendants' version is the alleged variation agreement which was pleaded for the first time in their latest plea. Their versions in the affidavits also differed from their testimonies.

I interpose to mention that, the defendants throughout the proceedings denied all the relevant allegations made by the plaintiff, only to admit them a month before the trial.

[23] Swart was an honest and reliable witness – he did not contradict himself in any of the pleadings. He answered questions honestly without hesitation and his evidence was not diminished by cross-examination and it ought to be accepted as the truth.

[24] In my view, the defendant's version that the plaintiff refused to enter into the lease agreement with KSS is highly unlikely and improbable. The plaintiff's undisputed evidence is that he had a bond installment of R70 000 per month. It would make no sense not to accept KSS's offer if it was made to him. Furthermore, I do not think that the mere "*finding*" of a suitable tenant, without the tenant actually entering into a lease agreement, released the defendants from their lease obligations. I do not find that the plaintiff alienated KSS from concluding a lease agreement on the same terms and conditions as the first defendant.

Plaintiff's failure to mitigate the claim

[25] The defendants have further pleaded in the alternative that the plaintiff failed to mitigate its loss. Counsel for the defendants submitted that the plaintiff may not recover damages for loss which is the factual result of the defendant's conduct, but could nevertheless have been prevented if the plaintiff had taken reasonable steps⁶. Defendants' counsel relied on ***Jayber (Pty) Ltd v Miller 1980 (4) SA 280 (W)*** wherein it was held that a plaintiff that fails to mitigate his loss cannot recover damages in respect of loss that the plaintiff could reasonably have prevented.

[26] It was argued for the defendants that Swart refused to take a lower offer of R30 000 rental and alienated KSS from concluding the lease agreement with the

⁶ Shrog v Valentine 1949 (3) SA 1228 (T)

plaintiff by increasing the rental. It is on this basis that defendants' counsel contends that an amount of R810 000 calculated by multiplying R30 000 by 27 months should be reduced from plaintiff's claim.

[27] The *onus* to prove that the plaintiff failed to mitigate his damages rests on the defendants, **Christie, The Law of Contract** page 578 states the following:

"The plaintiff does not have to plead and prove that he has done what is reasonable to mitigate his damages, because the onus is on the defendant to prove that he had not. The plaintiff is not required to do more than a reasonable man would do to mitigate his damages, and the defendant's onus of proving that the plaintiff has not acted reasonably is difficult to discharge".

[28] In *casu*, apart from the defendants' allegations that the plaintiff negligently failed to enter into a lease agreement with KSS (which I do not agree with), it is not disputed that the plaintiff made all attempts a reasonable man would do to find new tenants after the defendants repudiated the lease agreement in order to mitigate its damages.

In ***Holmdene Brickworks (Pty) Ltd v Roberts Construction Co Ltd 1977 3 SA 670 (A) 689 Corbett JA*** said:

"Being a question of mitigation, the onus of establishing that there were other less costly remedies which respondent ought to have adopted rested upon the appellant. In a case such as the present one, where the breach of contract creates something of an emergency and the sufferer finds himself in a position of embarrassment as a consequence of the breach, the measures which he may be

forced to adopt to extricate himself ought not to be weighed in nice scales and the court should not be astute to hold that this onus has been discharged”.

I am satisfied that the plaintiff acted reasonably in the adoption of remedial measures in an attempt to mitigate his damages and the defendants’ failed to prove that the plaintiff did not reasonably mitigate its damages and their defence to that effect is rejected.

Reduction of Plaintiff’s Claim

[29] Defendants’ counsel submitted that any increased rental that the plaintiff obtained from its new tenant (RFS Financial Services CC) should be taken into account, and consequently, the plaintiff’s damages claim should be reduced by that amount. The plaintiff collected rentals from the new tenant from 1 January 2011 to 31 January 2012 in the amount of R964 281, 25 and would have collected rental from the first defendant for the same period in the amount of R725 165, 00. The plaintiff therefore collected R239 116, 25 more than if the lease agreement with the first defendant would have continued.

[30] It is therefore argued on behalf of the defendants that the benefits should be considered when calculating the plaintiff’s claim for damages as the benefits of the plaintiff’s new lease clearly flow from the first defendant’s breach of contract. It is contented that without the first defendant’s breach the plaintiff would not have been able to conclude a more beneficial lease with its new tenant and therefore the benefits is not collateral or merely *res inter alios acta*.

[31] Plaintiff's counsel submitted that there are no merits in the defendants' argument as the plaintiff's claim is based on contract and not on delict. It was argued for the plaintiff that any benefit that the plaintiff might have gained by entering into the agreement with the new tenant is a collateral benefit and does not reduce the defendants' liability.

Plaintiff's counsel relied on *Hunter v Shapiro [1955] 3 ALL SA 1 (D)* wherein the court stated the following in this regard:

"The net result may well be that because of the scale the plaintiff is in pocket, but I can see no reason why the defendant should get the benefit of it or be entitled to set up the case that he should get the benefit thereof.

*As was said by LORD PARMOOR in Hill & Sons **supra** at p.115.*

If the contract or work which gives the plaintiff an alleged advantage is a contract or work wholly independent of the relations created between the plaintiff and the defendant by the particular contract or work cannot be pleaded in mitigation of damages".

[32] The legal position on this point is clear: reduction or elimination of the plaintiff's loss by a third party is not a matter of mitigation and does not reduce the defendant's liability. The occurrence must be ignored as a collateral benefit or *res inter alios acta*⁷.

⁷ Christie, The Law of Contract, at page 580

The defendant's reliance on ***Everett v Marian Heights (Pty) Ltd 1970 (1) SA 198 (C)*** is completely misplaced. This case did not deal with premature breach of rental agreement as *in casu*.

If the plaintiff's efforts at mitigation are so successful that he is better off than he would have been if the contracts had not been breached, there is authority that this profit cannot be set off against loss previously accrued from the same breach.

In light of the legal position above-mentioned, there is no need for me to deal with the plaintiff's replication to the defendants' amended plea of 15 April 2015. The defendants' argument to have the plaintiff's claim reduced is rejected.

Deposit of R50 000, 00 paid to the Plaintiff

[33] The defendants made an unconditional tender of the arrear rental in the amount of R62 182, 00, which tender was accepted by the plaintiff in the opening address at the trial. Defendant's counsel submits that the tender was made on the understanding that the R62 182, 00 was the amount owing after the deposit had been taken into account. However, it transpired during Swart's cross-examination, that the deposit of R50 000 was not taken into account in calculating the amount of R62 182, 00. It is submitted therefore that the R50 000, 00 deposit should be set-off against any amount that the court find that the defendants owed to the plaintiff.

[34] Plaintiff's counsel argued that this issue was never raised in the pleadings and the defendants did not institute a counter claim regarding the R50 000 deposit and the plaintiff could not therefore deal with this issue in his pleadings. Furthermore, Swart

testified that the amount was possibly applied to outgoing costs incurred after the defendants vacated the premises and before a new tenant was found.

[35] The court is entitled to rely on evidence not covered by pleadings⁸. The plaintiff did not prove nor did he claim any damages in respect of his alleged expenses incurred after the defendants vacated the premises. I cannot see why the amount of R50 000 should not be set-off against any amount the court finds that the defendants owe to the plaintiff.

Rate of Interest

[36] Section 1 of the **Prescribed Rate of Interest Act, No 55 of 1975**, provides as follows:

“1. Interest on a debt to be calculated at a prescribed rate in certain circumstances –

(1) If a debt bears interest and the rate at which the interest is to be calculated is not governed by any other law or by an agreement or a trade custom or in any other manner, such interest shall be calculated at the rate prescribed under subsection (2) as at the time when such interest begins to run, unless a court of law, on the ground of special circumstances relating to the debt, orders otherwise”.

[37] It is submitted by defendants’ counsel that the change in the prescribed rate of interest from 15,5% to 9% per annum as from 1 August 2014 is a special circumstance

⁸ *E C Chenai and Sons Cc v Lame’ & van Blerk 2006 (4) SA 574 (SCA)*

which allows the court to deviate from the prescribed rate of interest of 15,5% per annum. Counsel contends therefore that the court should order the defendants to pay interest at a rate of 15,5% per annum from 23 October 2009 until 31 July 2014 and at a rate of 9% per annum from 1 August 2014 until 22 April 2015, alternatively date of payment.

[38] Although the prescribed rate of interest was determined as 9,0% per annum from 1 August 2014 as published under GN 554 in Government Gazette 37831 of 18 July 2014, the rate of interest at the time when such interest began to run in *casu* and when the amount became due and payable was 15,5%. My conclusion is therefore that the change in interest rate can never be regarded as "*special circumstances*" as required by the Prescribed Rate of Interest Act.

Costs

[39] In terms of clause 15 of the written lease agreement, which is admitted by the defendants, the plaintiff will be entitled to claim any legal charges, including reasonable attorney and client costs incurred in enforcing any of the defendants' obligations arising from the defendants' breach thereof.

[40] I am satisfied that; there was no written and signed variation of the lease agreement; there was no negligence on the plaintiff in that he failed to conclude a lease agreement with KSS and the plaintiff did everything reasonable to mitigate its loss after the defendants vacated the premises.

[41] In the circumstances, the following order is made:

Judgment is granted against Second, Third, Fourth and Fifth Defendants, jointly and severally, the one paying the other to be absolved for:

1) Payment in the amount of R62 182, 00 together with interest at a rate of 15,5% per annum from 23 October 2009 until date of final payment;

2) Payment in the amount of R749 220, 84 (R799 220,84 less R50 000, 00) together with interest at the rate of 15,5% per annum a tempore morae until date of final payment;

3) Costs on an attorney and client scale.



D S MOLEFE
JUDGE OF THE HIGH COURT

APPEARANCES:

Counsel on behalf of Plaintiff	:	Adv. Barnardt
Instructed by	:	
Counsel on behalf of Defendants'	:	Adv. Bamelli
Instructed by	:	

Date Heard	:	12, 13 and 14 May 2015
Date Delivered	:	10 July 2015