<u>IN THE HIGH COURT OF SOUTH AFRICA</u>

(TRANSVAAL PROVINCIAL DIVISION)

NOT REPORTABLE

Date: 18 March 2009

Case Number: 317/2007

In the matter between:

VAN DEN HEEVER, THEODOR WILHELM N.O.	Applicant

and

UCKO-STEIN, HAZEL KLARA N.O.	First Respondent
GREENBERG, FELICIA DORA	Second Respondent
SEAGATE TECHNOLOGIES CC	Third Respondent
SHERIFF OF THE HIGH COURT, GERMISTON NORTH	Fourth Respondent
THE REGISTRAR OF CLOSE CORPORATIONS	Fifth Respondent

and

GREENBERG, LIONEL MERVIN	Intervening Respondent

JUDGMENT

SOUTHWOOD J

[1] As trustee in the insolvent estate of the intervening respondent, Lionel Mervin Greenberg (Lionel Greenberg), the applicant seeks the following relief:

(1) An order declaring that the membership held by Lionel Greenberg in the third respondent (Seagate) forms part of the insolvent estate of Lionel Greenberg;

(2) An order declaring that the membership of Lionel Greenberg in Seagate is to be dealt with in the winding-up of the affairs of the insolvent estate of Lionel Greenberg;

(3) An order that the fifth respondent amend his records to reflect that Lionel Greenberg is the sole member of Seagate;

(4) An order for costs, jointly and severally, against those respondents who oppose the application.

At the hearing the applicant did not ask the court to grant the relief set out in prayer 4 of the notice of motion.

[2] When the applicant launched the application he cited as first respondent, Hazel Klara Ucko-Stein (Hazel Ucko-Stein), the executrix in the estate of Esther Greenberg; as second respondent, Felicia Dora Greenberg (Felicia Greenberg), Lionel Greenberg's former wife; as

third respondent, Seagate; as fourth respondent, the Sheriff of the High Court, Germiston North (the sheriff) and as fifth respondent, the Registrar of Companies and Close Corporations (the registrar). Initially, only the third respondent opposed the application and filed a comprehensive answering affidavit deposed to by Delia Sybil Dall (Delia Dall), one of Lionel Greenberg's sisters. Hazel Ucko-Stein is also one of Lionel Greenberg's sisters and she was then the executrix in the deceased estate of their mother, Esther Greenberg. After the application was launched Hazel Ucko-Stein emigrated to Australia and ceased to be the executrix in Esther Greenberg's deceased estate. On 20 October 2008 she was substituted as executrix by her sister, Delia Dall. At the hearing the applicant applied for Delia Sybil Dall to be substituted as the executrix in the estate of Esther Greenberg (i.e. the first respondent) and such an order was granted.

[3] The importance of Lionel Greenberg's members interest in Seagate appears from the following allegations in the founding affidavit which are not disputed –

(1) Seagate owns (or owned) an immovable property situated at 77 Linksfield Road, Glendower, Edenvale (the property). According to the applicant this property is worth 'a few million rands';

(2) On the property there is an upmarket lodge with 10 rooms called the 'Egoli Lodge' and a 'reasonably sized' house;

(3) A computer business is conducted from a house on the property.

Although the value of the property has not been determined with any precision it is safe to accept that it is worth a substantial sum, probably running into the millions. According to Felicia Greenberg's affidavit, while the litigation referred to in this judgment was pending, Delia Dall and Hazel Ucko-Stein, purporting to be the members of Seagate, sold and transferred the property to Mr Gordon Voogt. This was done in conflict with the caveat registered against the property by Felicia Greenberg.

[4] At the hearing, the third respondent's counsel, Mr Snoyman, informed the court that he also held a brief to represent Delia Dall and/or the first respondent. After unsuccessfully opposing the applicant's application to substitute the name of Delia Dall for that of Hazel Ucko-Stein as the first respondent Mr Snoyman applied for the postponement of the hearing to enable the new executrix to file an answering affidavit. This application was refused for reasons given at the hearing. Delia Dall was appointed executrix in the deceased estate of Esther Greenberg on 20 October 2008. Since then and despite her knowledge of this litigation, she has not sought to come on record or file an answering affidavit. She did not seek a postponement prior to the hearing and she did not file an affidavit to explain why she required a postponement

to file an answering affidavit or indicate what she would say in addition to the answering affidavit she deposed to on behalf of the third respondent. Lionel Greenberg's counsel, Mr Kriel, also requested a postponement. He sought a postponement he said, because he needed to consult with his client, prepare an application for condonation for Lionel Greenberg's failure to file an answering affidavit until 25 February 2009 and enlist the assistance of senior counsel to advise on how to deal with the complex issues which have arisen in this application. In the absence of an explanation for failing to deliver the affidavit timeously and for failing to instruct a counsel who could be prepared on the issues in time for the hearing the court refused to accept the affidavit which Lionel Greenberg sought to file and refused the application for postponement. Reasons were given at the hearing. With the leave of the court Mr Kriel then withdrew and his client conducted his own case. Mr Kriel's attorney remained in court but did not participate in the proceedings.

[5] This is an application for final relief. It is opposed by only one respondent which has filed an answering affidavit. If there are disputes of fact the final relief may be granted only in the circumstances outlined in ***Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd*** **1984 (3) SA 623 (A)** at 634E-635C. See also ***National Director of Public Prosecutions v Zuma*** **2009 (2) SA 277 (SCA)** para 26.

[6] The following facts relevant to the relief sought are not in dispute:

(1) At all material times up to 10 December 2001 Lionel Greenberg was the holder of 100 % of the members interest in Seagate (members interest);

(2) On 7 February 2001 the marriage between Felicia Greenberg and Lionel Greenberg was dissolved by the Johannesburg High Court which awarded custody of their two minor children to Felicia Greenberg and ordered Lionel Greenberg to pay maintenance to Felicia Greenberg for the two minor children at the rate of R4 000 per month per child;

(3) Lionel Greenberg failed to pay maintenance to Felicia Greenberg as well as other amounts due to her in connection with the divorce proceedings and at various times Felicia Greenberg issued writs of execution for the amounts owing to her. Pursuant to these writs, the sheriff attached Lionel Greenberg's members interest on a number of occasions;

(4) Pursuant to one of these attachments the sheriff arranged for a sale in execution to be held on 10 January 2001. Before the sale could take place Lionel Greenberg paid some of the amounts owing to Felicia Greenberg who instructed the sheriff not to proceed with the sale;

(5) After 10 January 2001 Felicia Greenberg issued further writs and the sheriff again attached Lionel Greenberg's members interest. On 10 April 2001, while the members interest was still subject to attachment, Lionel Greenberg purported to transfer his members interest to Esther Greenberg. On the same day the registrar registered this transfer;

(6) When Felicia Greenberg discovered the purported transfer of the members interest she launched an urgent application in the Pretoria High Court for an order that the transfer be declared invalid and/or set aside. On 21 August 2001 Van der Merwe J set aside the purported transfer of the members interest to Esther Greenberg and issued a declaratory order that Lionel Greenberg is the sole member of Seagate. The court marked its disapproval of Lionel Greenberg's and Esther Greenberg's conduct by ordering them, jointly and severally, to pay the costs of the application on the scale as between attorney and own client;

(7) While the application to set aside the transfer of the members interest to Esther Greenberg was pending, Esther Greenberg successfully applied for the conversion of Seagate from a close corporation to a private company in terms of section 296 of the Companies Act, 61 of 1973. This caused Felicia Greenberg to launch another application in the Pretoria High Court for an

order setting aside the conversion of Seagate from a close corporation to a private company and other relief. On 18 October 2001 Van der Westhuizen J granted an order setting aside and declaring null and void the conversion of Seagate into a private company; declaring that Lionel Greenberg is the sole member of Seagate; interdicting Lionel Greenberg and Esther Greenberg from dealing in any manner whatsoever with the assets and membership or shareholding of Seagate; ordering the registrars of Close Corporations and Companies to amend their records to cancel the registration of Seagate as a private company and to reinstate the registration of Seagate as a close corporation and marking his disapproval of Esther Greenberg's and Lionel Greenberg's conduct by ordering them, jointly and severally, to pay the costs of the application on the scale as between attorney and own client;

(8) Pursuant to the attachment of Lionel Greenberg's members interest the sheriff arranged for a sale in execution of the members interest to be held on 7 November 2001. On 6 November 2001 Lionel Greenberg brought an urgent application in the Johannesburg High Court to set aside the sale in execution to be held on 7 November 2001. Blieden J dismissed the application;

(9) On 7 November 2001, at the sale in execution, the sheriff sold Lionel Greenberg's members interest in Seagate to Esther Greenberg for R510 000. Although Esther Greenberg paid the purchase price on 7 November 2001 the sheriff did not immediately take steps to transfer the members interest to Esther Greenberg in terms of the relevant provisions of the Close Corporations Act, 69 of 1984;

(10) Notwithstanding the interdict granted by Van der Westhuizen J and the sale of the members interest at the sale in execution two days previously, on 9 November 2001 Lionel Greenberg purported to transfer the members interest to Esther Greenberg who simultaneously purported to transfer the members interest in equal shares to Lionel Greenberg's sisters, Delia Dall and Hazel Ucko-Stein. On the same day Lionel Greenberg, Esther Greenberg and her daughters signed all the relevant documents to give effect to the transfers. On 15 November 2001 Hazel Ucko-Stein and Delia Dall signed and lodged with the registrar an Amended Founding Statement in terms of the Close Corporations Act reflecting that they were each the holder of 50 % of the members interest in Seagate and the registrar registered them as the holders of the members interest in equal shares;

(11) On 10 December 2001 Lionel Greenberg was provisionally sequestrated and on 22 January 2002 his estate was finally sequestrated. By then the sheriff had still not attempted to transfer the members interest to Esther Greenberg pursuant to the sale in execution on 7 November 2001;

(12) On an unknown date the registrar amended his records to delete the transfer of the members interest from Lionel Greenberg to Esther Greenberg and from Esther Greenberg to Delia Dall and Hazel Ucko-Stein;

(13) On 13 May 2002 the sheriff signed forms for the transfer of the members interest in Seagate to Esther Greenberg pursuant to the sale in execution. On the same day the registrar registered the transfer;

(14) On 16 May 2002 Felicia Greenberg attached the members interest now registered in the name of Esther Greenberg;

(15) Shortly afterwards Delia Dall and Hazel Ucko-Stein instituted proceedings in the Pretoria High Court citing as respondents, the registrar, the sheriff, Esther Greenberg and Felicia Greenberg and seeking *inter alia* a declarator that they were the lawful owners of the members interest in Seagate. Felicia Greenberg counterclaimed for an order declaring that the

attachment of the members interest on 16 May 2002 was valid and an order declaring that Esther Greenberg was the sole member of Seagate. On 24 October 2002 Patel J made the following order:

(i) That the applicants' application was dismissed;

(ii) That the first and second applicants, jointly and severally, pay the costs of the application on the scale as between attorney and client;

(iii) That Esther Greenberg was declared to be the sole member of Seagate;

(iv) That Felicia Greenberg's attachment of Esther Greenberg's members interest in Seagate on 16 May 2002 was valid;

(v) That the sheriff was permitted to proceed with the sale in execution of Esther Greenberg's members interest in Seagate at the instance of Felicia Greenberg;

(vi) That the first and second applicants, jointly and severally, pay the costs of Felicia Greenberg's counter-application on the scale as between attorney and client;

(16) On 7 August 2003 Patel J gave full reasons for the orders made on 24 October 2002. He identified the fundamental question in the matter to be whether Esther Greenberg validly transferred the members interest in Seagate to Delia Dall and Hazel Ucko-Stein on 9 or 15 November 2001. He recorded the registrar's view that he, the registrar, regarded the documents registered on 15 November 2001 in terms of which the members interest was transferred from Esther Greenberg to Hazel Ucko-Stein and Delia Dall, as *pro non scripto* and void *ab initio*. After dealing with the chronology the learned judge considered the effect of the attachment on Lionel Greenberg's membership interest in Seagate. With reference to ***Morrison NO v Rand NO and Another* 1967 (2) SA 208 (D)** at 210E-F; ***Syfrets Bank Ltd and Others v Sheriff of the Supreme Court* 1997 (1) SA 764 (D)** at 772D-H; ***Liquidators Union and Rhodesian Wholesale Ltd v Brown and Company* 1922 AD 549** at 558-9; ***Sedibe and Another v United Building Society and Another* 1993 (3) SA 671 (T)** at 676C-D, he concluded that, after the attachment of the members interest by the sheriff, Lionel Greenberg did not validly transfer his members interest in Seagate to Esther Greenberg on 9 November 2001 and Esther Greenberg did not validly transfer the members interest in Seagate to Hazel Ucko-Stein and Delia Dall on 15 November 2001 and that only the sheriff could transfer the members interest to Esther Greenberg

which he did when the transfer was registered on 13 May 2002. The learned judge did not consider the effect of the sequestration of Lionel Greenberg's estate on the members interest;

(17) On 10 December 2003 Delia Dall and Hazel Ucko-Stein unsuccessfully applied for leave to appeal against the judgment and order of Patel J. The learned judge regarded the application for leave to appeal as ill-conceived, misguided and irresponsible and as an abuse of the court process. He dismissed the application with costs on the scale as between attorney and own client;

(18) Hazel Ucko-Stein and Delia Dall then successfully sought leave to appeal from the Supreme Court of Appeal which granted leave to appeal to the full court of this Division on 25 May 2004;

(19) On 5 May 2006 the full court (Du Plessis J, Ranchod and Mabesele AJJ) heard the appeal and on 21 June 2006 handed down judgment dismissing the appeal against the dismissal of the application, upholding, to a limited extent, the appeal against the granting of Felicia Greenberg's counter-application and amending the order to state:

> '(a) It is declared that the fourth respondent (i.e. Esther Greenberg) at all relevant times had a right to the

sole membership interest in the third respondent (i.e. Seagate).

(b) It is declared that the second respondent (i.e. the sheriff) on 21 February 2002 validly attached the fourth respondent's right to the membership interest in the third respondent.'

The full court did not consider the effect of Lionel Greenberg's sequestration on the ownership of the members interest;

(20) In view of the finding and order of the full court that Esther Greenberg only had a contractual right to claim delivery of the members interest in Seagate and the fact that Lionel Greenberg was sequestrated before the members interest could be delivered to her, the applicant realised that the members interest in Seagate fell into Lionel Greenberg's estate and that he was obliged to recover the asset in order to wind up the estate. He states that in his capacity as trustee of the insolvent estate he decided not to transfer the members interest to Esther Greenberg's deceased estate. On 8 January 2007 the applicant launched this application. The applicant has not repaid the R510 000 which Esther Greenberg paid for the members interest to her deceased estate.

[6] On the face of it the situation is governed by section 20 of the Insolvency Act, the relevant provisions of which read as follows:

‘(1) The effect of the sequestration of the estate of an insolvent shall be –

(a) to divest the insolvent of his estate and to vest it in the Master until a trustee has been appointed, and, upon the appointment of a trustee, to vest the estate in him;

(b) …

(2) For the purposes of subsection (1) the estate of an insolvent shall include –

(a) all property of the insolvent at the date of the sequestration, including property or the proceeds thereof which are in the hands of a sheriff or a messenger under writ of attachment;’

In ***Syfrets Bank Ltd and Others v Sheriff of the Supreme Court*** **1997 (1) SA 764 (D)** the court said at 777D-E:

> ‘Where insolvency ensues after the judicial sale of immovable property, but before transfer thereof to the purchaser, the effect of insolvency is to immediately vest the *dominium* in the property in the Master and when appointed in the trustee (s 20(1)(a) and (2)(a) of the Insolvency Act 24 of 1936). The *pignus judiciale* over the property terminates and with it the custody and care of the property passes from the Sheriff to the trustee (s 20(1)(b) and (c)); ***Liquidators Union and Rhodesia Wholesale Ltd (supra)*** at 561); see also ***Simpson v Klein NO and Others (supra)*** 412D-G)’.

I respectfully agree with that view which is consistent with the wording of the section.

[7] However, Mr Snoyman on behalf of the third respondent does not agree. He contends that:

(1) Section 33 of the Insolvency Act applies and the relief sought by the applicant cannot be granted until the applicant gives an indemnity;

(2) The applicant's claims have prescribed in view of the lapse of time before the applicant launched this application;

(3) The applicant cannot approbate and reprobate: he has received and retained the purchase price paid by Esther Greenberg at the sale in execution on 7 November 2001 and he is now seeking to recover the property sold at the auction.

In my view there is no merit in any of these contentions.

Indemnity

[8] Section 33(1) of the Insolvency Act reads as follows:

> '(1) A person who, in return for any disposition which is liable to be set aside under section twenty-six, twenty-nine, thirty or thirty-one, has parted with any property or security which he held or who has lost any right against another person, shall, if he acted in good faith, not be obliged to restore any property or other benefit received under such disposition, unless the trustee has indemnified him for parting with such property or security or for losing such right.'

In these proceedings there is no question of any disposition being set aside under sections 26, 29, 30 or 31 of the Insolvency Act and the section clearly does not apply.

Prescription

[9] For prescription the third respondent relies on the following statement in its answering affidavit:

> '76.5 The applicant cannot come to court six years after the transfer and purport to set aside the transaction.'

The affidavit does not identify the debt or allege when prescription commenced to run. In short there are no facts upon which a successful plea of prescription can be based. Nevertheless I shall deal with the issue.

[10] In argument Mr Snoyman was unable to explain how a claim for a declarator could be a debt in terms of the Prescription Act, 68 of 1969

and when prescription in respect of such a claim began to run. He did not analyse the Act or refer to any authority in support of his argument.

[11] Section 11 determines the periods of prescription of debts. The applicable provision is paragraph (d) which provides that unless otherwise provided in an Act of Parliament the period of prescription in respect of all other debts (not referred to in (a)-(c)) is three years. Section 12 of the Prescription Act provides when prescription begins to run. The relevant provisions read as follows:

> '(1) Subject to the provisions of subsections (2), (3), and (4), prescription shall commence to run as soon as the debt is due.
>
> (2) If the debtor wilfully prevents the creditor from coming to know of the existence of the debt, prescription shall not commence to run until the creditor becomes aware of the existence of the debt.
>
> (3) A debt shall not be deemed to be due until the creditor has knowledge of the identity of the debtor and of the facts from which the debt arises: Provided that a debtor shall be deemed to have such knowledge if he could have acquired it by exercising reasonable care'

[12] In ***The Master v IL Back and Co Ltd*** **1983 (1) SA 986 (A)** at 1004F-H the court said:

> 'The words "debt is due" in the section (i.e. 12(1)) must be given their ordinary meaning. It seems clear that this means that there must be a liquidated money obligation presently claimable by the creditor for which an action could presently be brought against the debtor. Stated another way, the debt must be one in respect of which the debtor is under an obligation to pay immediately, see ***Western Bank Ltd v SJJ van Vuuren Transport (Pty) Ltd and Others*** **1980 (2) SA 348 (T)** at 351 and ***HMBMP Properties (Pty) Ltd v King*** **1981 (1) SA 906 (N)** at 909 and the cases there cited'.

This passage makes it clear that a claim for a declarator cannot be debt and that prescription only begins to run in respect of a debt when it is due and enforceable. That happens when –

> 'all the facts have happened which are material to be proved to entitle the plaintiff to succeed' – ***Coetzee SAR & H*** **1933 CPD 565** at 570; ***Evins v Shield Insurance Co Ltd*** **1979 (3) SA 1136** at 1141G-H.

Even if it is accepted that a claim for a declarator is a debt for the purposes of the Prescription Act prescription did not begin to run until the applicant had knowledge of the identity of the debtor and the facts from which the claim arises. This occurred in June 2006 when the full court handed down its judgment. Until then there was a declarator that Esther Greenberg was the owner of the members interest in

Seagate. The full court substituted this order with an order that Esther Greenberg was entitled to claim delivery of the members interest. Section 12(3) of the Prescription Act applies and the applicant's claim for a declarator has not prescribed.

Approbate and reprobate

[13] This argument cannot prevail in the face of the clear intention of section 20(1)(a) and (2)(b) of the Insolvency Act. In my view any assets which fall in the insolvent estate vest in the Master and on his appointment, the trustee. It seems to be clear that the word 'or' in subsection (2)(b) must be read as meaning 'and' to give effect to the clear object of the Act, which is to place all assets of the insolvent in the estate of the insolvent. The fact that the sheriff received payment of the purchase price at the auction and (apparently) handed this over to the applicant does not detract from that fact. The proceeds of the sale in execution fell into the insolvent estate by virtue of the provisions of section 20(1)(a) and (2)(a) and until the full bench judgment in June 2006 that was the only asset that could fall into the insolvent estate. After the full bench judgment it was clear that the members interest fell into the insolvent estate and that the deceased estate of Esther Greenberg had a claim for delivery of the members interest. There is no suggestion in the evidence that the executrix of the deceased estate demanded delivery of the members interest. In view of his decision not to deliver the members interest the applicant

may have to repay the purchase price but that does not alter the legal position created by section 20.

[14] Despite the findings of the full court regarding the transfer of the members interest to Esther Greenberg and the order made that she has a claim for transfer of the members interest Mr Snoyman persisted in arguing that the members interest had been transferred to Esther Greenberg and she or her estate now hold the members interest. The full court referred to the relevant facts and said:

> 'There are other requirements, but section 15(1) also requires for a valid transfer of a members interest that the amended founding statement must be "signed … by or on behalf of any person who will become a member" on registration of the amended founding statement. I have pointed out that on 13 May 2002 the sheriff, in an attempt to transfer Greenberg's interest to the fourth respondent (i.e. Esther Greenberg), submitted to the registrar an amended founding statement. On this document the sheriff, as he had to, signed on behalf of Greenberg. The sheriff however also signed on the fourth respondent's behalf. For that the sheriff had no authority. By the reasoning that I have followed in regard to the attempted transfer of 15 November 2001, the sheriff's attempt to transfer Greenberg's interest to the fourth respondent did not have the desired result. The fourth respondent at all relevant times had and she still has, a contractual right to the transfer of the members interest.'

The third respondent is therefore not entitled to argue that Esther Greenberg received transfer of the members interest on 13 May 2002.

[15] Mr Snoyman did not argue the other points raised in his heads of argument: that the applicant is not entitled to bring the application because section 73 of the Insolvency Act was not complied with; that the application was prematurely enrolled because Rule 6(5)(f) was not complied with; that the papers have not been served on the executrix of the deceased estate of Esther Greenberg. He also did not ask for an order in terms of the Notice in terms of Rule 47(1) which was delivered on 2 March 2009, the day on which the application was to be heard.

[16] Lionel Greenberg first sought a postponement so that he could file his answering affidavit and then addressed the court as to why the relief sought by the applicant should not be granted. The argument depends on proof that the sheriff did not validly attach the members interest prior to the sale in execution on 7 November 2001. The correctness of the attachment has not been challenged previously and has been accepted by both Patel J and the full court. Furthermore on 6 November 2001 Blieden J refused Lionel Greenberg's application to stop the sale in execution. There is nothing to indicate how proof of the invalidity of the attachment prior to the sale will affect the judgments and orders of the courts who

have ruled on this dispute. As pointed out in the reasons for refusing the applications for postponement the disposition of the members interest by Lionel Greenberg would offend against the provisions of section 26 of the Insolvency Act and in all probability would be set aside.

[17] Finally, it must be recorded that Mr Snoyman was unable to explain what the nature of the third respondent's interest in this litigation is. According to Lionel Greenberg his interest is to prove his innocence and vindicate his good name. This reinforces the impression that Lionel Greenberg and his sisters are acting in concert to prevent the law from taking its course.

Order

[18] The following orders are made:

(1) It is declared that the membership interest held by Lionel Mervin Greenberg in Seagate Technologies CC forms part of the insolvent estate of Lionel Mervin Greenberg;

(2) It is declared that the members interest of Lionel Mervin Greenberg in Seagate Technologies CC is to be dealt with in the winding-up of the affairs of the insolvent estate of Lionel Mervin Greenberg;

(3) The fifth respondent is directed to take all such steps as are necessary to amend his records to reflect that Lionel Mervin Greenberg is the sole member of Seagate Technologies CC;

(4) The third respondent and Lionel Mervin Greenberg are ordered jointly and severally to pay the costs of this application.

B.R. SOUTHWOOD
JUDGE OF THE HIGH COURT

CASE NO: 317/07

HEARD ON: 4 March 2009

FOR THE APPLICANT: ADV. J.W. STEYN

INSTRUCTED BY: Mr R. Bosch of Riaan Bosch Attorneys

FOR THE THIRD RESPONDENT: ADV. C. SNOYMAN

INSTRUCTED BY: Mr Seedat of RA Seedat

FOR THE INTERVENING RESPONDENT: Adv. F. Kriel

INSTRUCTED BY: Mr L. Marks of Larry Marks Attorneys

DATE OF JUDGMENT: 18 March 2009