

**IN THE LABOUR COURT OF SOUTH AFRICA**

**HELD AT JOHANNESBURG**

Case no.: J151/2010

In the matter between:

**SUZANNE CAROL TAYLOR**

First Applicant

**LISA MCLAUGHLIN**

Second Applicant

and

**I.L.C INDEPENDENT LOSS CONSULTANTS CC**

Respondent

---

**JUDGMENT**

---

BHOOLA J:

**Introduction**

[1] The applicants sought relief arising from their alleged unfair dismissal for operational requirements in terms of section 189 of the Labour Relations Act 66 of 1998 ("the Act"). At the commencement of the trial the claim in relation to the second applicant was settled, and the settlement agreement made an order of this court in terms of section 158(1)(c) of the Act. The first applicant will accordingly be referred to herein as the applicant.

**Common cause facts**

[2] The applicant was employed on 1 May 2009 at a monthly salary of R21 500.00 and dismissed with effect from 30 November 2009 purportedly due to economic circumstances of the respondent. She applicant was responsible for claims, office management and human resources and was one of eight staff employed by the respondent. She disputes that her dismissal was due to operational requirements and alleges that it was due to family relationships.

[3] Mrs Debbie Gilau ("Gilau") is the sole member of the respondent, a close corporation which commenced operating in May 2001 and which conducts independent insurance assessments and settlements of insurance claims on behalf of clients. Prior to the incidents that led to the retrenchment, Gilau and the applicant had been close family friends for many years.

[4] From about May 2009 onwards the number of claims referred to the respondent declined and did not pick up as anticipated in September that year. At a meeting of 12 October 2009 the respondent's employees were informed for the first time of the possibility of retrenchments due to the financial circumstances of the respondent. A second staff meeting was scheduled for 26 October at which the retrenchments were confirmed.

[5] The respondent attempted to consult with the applicant in regard to the pending retrenchment on 14 and 27 October and the applicant refused to participate in the process. The applicant received her final termination notice due to retrenchment on 28 October 2009. She was paid severance pay of one week despite having been employed for only six months.

### **Evidence led for the respondent**

[6] The respondent assumed the duty to begin and led Gilau as its only witness. She testified about the seasonal nature of the respondent's business and that its income was dependent on the number of claims referred to it by clients in insurance for investigation and settlement. These were usually short term insurance claims arising from damage or loss to property and declined during the winter months annually but increased again from about September when rain damage and burglaries increased. In 2009 however not only was there a drastic decline in claims, but these did not increase as expected. Instead the decline persisted and by November she was desperate for a turnaround. The respondent suffered a total decline in income from about R2 million to R933 000.00 from 2008 to 2009 and a reduced number of claims from 1008 to 464. The respondent could not pay salaries in full in September and was left with no alternative but to retrench. Although she was concerned about the decline she held off on informing her staff as she still expected an upturn in business. Staff were aware of the slowdown in business and had in fact raised their concerns with her but she had downplayed their concerns.

She honestly believed the pattern would change as it had in the past. Before making the decision to retrench she tried to obtain additional business without success and used her personal funds including credit cards to pay salaries at one stage. In September while she was considering retrenchments Gilau was only able to make part payment of salaries, and realised at the end of the month that the situation was not improving. She still hoped that there would be a turnaround and discussed the possibility of obtaining business from Nedbank without success. She also contacted existing clients to discuss business volumes, and investigated alternatives such as reducing overheads by requesting staff to use internet and phones wisely, although this she said would not have made much difference. She obtained a reduction in monthly rental by arranging for Nel to perform typing duties for the respondent's landlord.

[7] She called a staff meeting for 12 October 2009 to inform staff of the possibility of retrenchments, and secondly to address the conduct of employees following an altercation that had occurred in the office the previous Friday between the applicant and Gilau's daughter in law, Joanne Gilau ("Joanne"). On the weekend she spent time going over the financials in order to decide on the future of the business and decided to raise this at the meeting. She did not want to pre-empt anything by informing staff on the Friday that retrenchments were on the agenda and she went away on the weekend to decide how best to let staff know that the business was in trouble. She decided to inform them of the pending retrenchments and seek their assistance with finding alternatives. She castigated staff for the conflictual and unprofessional conduct in the office, although this was not the purpose of the meeting, and asked them to limit expenses.

[8] At that time Gilau employed the following staff :

Ms Nel – who attended to switchboard, dictaphone typing and claims queries and had been employed since about 2006.

Ms Naicker – an assessor registered with the Institute of Loss Adjusters who had commenced employment in 2005.

Ms Selvan –who handled claims and had been employed since 2007 but worked half days.

Ms Jamie McLaughlin (“Jamie”) – employed since 2008 as a claims handler.

Ms Joanne Gilau (“Joanne”) – employed since 2009 as a claims handler and also responsible for IT support.

Ms Sewnarain – employed since 1 May 2009 as a claims handler.

Mrs Lisa McLaughlin (“Lisa”) – formerly the second applicant and employed on 8 August 2005 and who was undergoing training as Loss Adjuster.

[9] At the end of the meeting Joanne raised an issue concerning an allegation made by Jamie that her husband (Gilau’s son) had sexually harassed her in December 2008. Jamie is the applicant’s grand-daughter and the daughter of the second applicant. This was the first time Gilau had heard of the incident and she sent an email on 19 October 2009 to the employees concerned suggesting an off-the-premises meeting to discuss the issue. She was adamant in her testimony that the allegation did not influence the decision to retrench. The meeting was held at a restaurant the following day but did not resolve the issue and the applicant threatened legal action.

[10] Gilau denied that on 12 October she had identified the employees to be retrenched and confirmed that section 189(3) notices were issued to all staff (except Jamie and Lisa who were on leave) the following day. The notice stated that no final decisions had been taken and that consultation was pending, and also set out the selection criteria to be applied as length of service, work experience and business continuity. It was important to Gilau that all staff should participate in the process and that they understood that this was the first notice following which she expected them to propose alternatives, for instance in regard to minimising operational costs. The notice made it clear that claims had declined and that staff could peruse the claims statistics available in order to verify this. In regard to alternatives she had indicated at the meeting that there was very little she could do in the interests of business continuation and the only possibilities were reduced working hours or days, and that the categories of employees affected included loss adjusters, claims handlers and administrative staff.

[11] Gilau thereafter consulted with staff and an individual consultation meeting was scheduled with the applicant for 14 October 2009. This however did not take

place because the latter refused to participate and informed Gilau that she should make any decision she pleased.

[12] On 23 October 2009 Gilau sent a further email to all employees confirming the staff meeting scheduled for 26 October. By then she had consulted with all staff with the exception of the applicant. At the meeting on 26 October Gilau confirmed that the respondent would be going ahead with retrenchments and that all employees had received written notices advising them of the reasons and that these were supported by the statistics available to all employees on the network. The decision to retrench the applicant was taken on 26 October and prior thereto Gilau approached her again but she again refused to discuss the matter. She said she was not interested in meeting and asked Gilau to “*just give me the bottom line*”. By then she had withdrawn from any communication with Gilau or staff.

[13] On 28 October 2009 a final notice of termination was issued to the applicant following the further failed attempt to consult with her. It is common cause that she had only been employed for six months and was not entitled to severance pay, but despite this the respondent paid her one week’s severance in order to be as fair as possible. By then the applicant had obviously obtained legal advice, and in correspondence dated 26 October 2009 the applicant’s attorneys alleged that the retrenchment of the applicants was nothing more than “a smokescreen for alternative motives” and questioned the motives for the decision. The letter alleged that Gilau had misrepresented the respondent’s financial situation when she appointed the applicant, and that she had headhunted the applicant from a stable job with long term prospects. The applicant’s attorneys further requested financial statements for the period February 2007 to 2009.

[14] Gilau denied these allegations and testified that at the time when the sexual harassment allegations were brought to her notice she had not yet made a final decision to retrench. Had she been informed of the alleged sexual harassment incident when it occurred ten months ago she would have addressed it immediately and it fortuitously only came to the fore when she informed staff of the possibility of retrenchments. She called a meeting immediately and denied that she had attempted to avoid dealing with the issue.

[15] Gilau further denied the pleaded allegation that she had headhunted the

applicant and stated that they were good friends and she knew the applicant was unhappy at her previous job and had resigned the previous year but been asked to stay on. She had offered her employment in order to support her whilst her husband was hospitalised and to avoid her having to travel from Pretoria to her former job in Sandton. This followed an approach from the applicant who was also prepared to take a reduction in salary in order to work for the respondent. Gilau further denied that she had made any misrepresentations in regard to the respondent's financial situation to the applicant. At the time she made the offer of employment to the applicant both affordability and volumes existed, but unfortunately the situation changed thereafter.

[16] Gilau testified that the selection criteria applied, which included a combination of length of service, business continuity and work experience, led to the retention of Naicker (the only staff member other than Gilau who is registered with the Institute of Loss Adjusters), Nel and Joanne (who was responsible for claims and internal IT support and also had a communications diploma). When length of service was applied it became clear that although Joanne had the same length of service as the applicant, but it was common cause that Naicker and Nel had longer service than her. Two employees opted for voluntary retrenchment (Selvan and Sewnarain) following this process, resulting in a salary saving of about R11000.00. Gilau said she followed a fair procedure in applying the selection criteria fairly as well as consultations, meetings and discussions but the applicant refused to participate in the process. She had to retain Joanne's services even though she was on a temporary employment contract, because she provided IT support which her son had previously done on an after-hours basis and without pay. In any event, she had not considered Joanne's position as a reasonable alternative for the applicant in that the latter would not have been able to provide any IT-related services. It was put to Gilau in cross examination that the applicant's version was that Joanne was not competent in this regard and simply called her husband whenever there was a problem. Gilau explained that her son had attended to the hardware including network cabling; linking servers and installing new equipment, and although Joanne could not do all of these tasks she provided important networking and software support. She conceded that the applicant had extensive dictaphone typing skills based on her expertise as a conveyancing secretary, but that she had not proposed this as an alternative and

had never indicated that she was prepared to accept a demotion or reduced salary which this alternative would have necessitated. Nel also had more work experience in that she had more exposure to the industry than the applicant. There were no other alternative positions to be considered in relation to the applicant and Gilau was reluctant to demote any staff member and therefore did not consider this. The applicant did not have insurance experience although she had general work experience, and business continuity would have been a problem since the applicant would not have been able to manage the office in Gilau's absence.

[17] It was put to Gilau in cross examination that the salary increase paid to the applicant in July 2009 contradicted the respondent's version on the operational requirements rationale for the retrenchments. Furthermore it was incongruous to retain Nel when she did not receive a salary increase. Gilau explained that Nel had received a considerable increase in 2008 to assist with her medical expenses, and a further increase in 2009 would have had to be applied across the board to all staff. Jamie had received an increase because Gilau had promised to review and adjust her salary, and Lisa had received an increase because she had been promoted from claims handling to assessments. The applicant's increase was in fact a salary adjustment of R1500.00 to accommodate a pension fund contribution which had been agreed as a term of her employment but not yet implemented. This was not performance linked and although the timing was not ideal she had given her word to make the adjustments, and in any event did not anticipate that the business would continue to remain down.

[18] Gilau denied that her retrenchment of the applicants was prompted by the sexual harassment allegation. Her evidence was that had she known of the allegation or had a grievance been lodged she would have acted immediately. She wanted to deal with the problem and it was the applicant who became aggressive when the parties met on 20 October and threatened to resort to litigation. She was disappointed that neither of the applicants had said anything to her for ten months after the alleged incident despite being close family friends. The allegations could not have influenced her decision since the applicants were not the only retrenches. She further denied the allegation made by the applicant that the voluntary retrenchments were simply a scapegoat as the two affected employees had been planning to resign in any event. She admitted however that she did not raise the issue of voluntary

retrenchments at the meeting of 12 October because she was still hoping for business from Nedbank and had approached a number of contacts about possible work. She decided then that if retrenchments were inevitable they would take effect on 30 November but the voluntary retrenchees chose to leave at the end of October. The loss of business had by then resulted in a R80 000.00 shortfall in October, the business was running on overdraft and she had cut back on basic expenses. She admitted that she did not provide financial statements to the applicant's attorneys because this would have made no difference in the context of the allegation that the retrenchments were a smokescreen. It was clear from the claims statistics and understood by staff that the decline in claims was serious and had significantly affected the respondent's business.

### **Evidence led for the applicant**

[19] The applicant testified that she and Gilau were close friends and that despite them going on holiday together at the end of September the first time Gilau informed her that the business was in difficulty was at the meeting of 12 October. She confirmed that the retrenchment issue was dealt with as the first item on the agenda and that Gilau had said "*things were difficult so she could either retrench or reduce hours or salaries, but could not do the latter*". Gilau deflected the discussion about the personal issues as that was not the main purpose of the meeting. Staff were at that time already aware of the financial climate. She confirmed that business was slow but Gilau had assured them that she had been through this annually over winter so there was nothing to worry about. Despite this the staff knew that business did not pick up as Gilau anticipated.

[20] The applicant conceded that she had never requested additional information or financial statements at any stage and the first occasion on which this request was made had been by her attorneys on 26 October 2009. She denied that the claims statistics were determinative of the operational need to retrench in that they only indicated claims and income but not operating expenses or cash flow. She conceded however that all staff had access to the statistics on the computer network. She claimed that Gilau used the business for her personal expenses, including grooming for her pets and cell phones for staff not employed in the office, and that it was not possible to determine the impact of this on the respondent's financial situation

without access to full financial statements. She conceded in cross examination however that she had never asked for this for the purpose of consultation, saying “*I didn’t ask but there was nothing available to us – she did everything herself*”. She however admitted having raised with Gilau her concerns about the decline in business, but indicated that without the financials she was unable to determine the impact of this since Gilau was a “*big spender*”.

[21] The applicant conceded that the notice of 13 October 2009 was issued to all staff members and they were all likely to be affected by retrenchment. She rejected the invitation to consult with Gilau because she assumed that a final decision had been taken notwithstanding the clear import of the section 189(3) notice. This was based on her understanding that the notice referred to the alternatives rejected by Gilau and she assumed that only the date of termination was subject to consultation. This explained her response on 14 October when Gilau approached her and she said “*she has to make the call, I am not going to give her a date of retrenchment and she must tell me*”. Thereafter no further discussions were held in regard to her retrenchment although she worked with Gilau between 14 and 26 October on invoicing the large claims. Prior to the 26 October meeting she knew she was earmarked for retrenchment because Gilau had moved into the general office in order to avoid her and had ceased to communicate with her. She conceded however that this was necessitated by two break-ins when her computer had been stolen and the move was necessary to access the spare computer in the general office.

[22] Gilau did not inform them who would be affected by the decision and the applicant did not understand the rationale for retaining the three staff who remained. She was unable to propose alternatives without being informed who was being retrenched and why. If she had been offered Nel’s job the continuation of business would not have been affected but she admitted that she did not propose this because it was not a viable proposition. She conceded that the sexual harassment issue had nothing to do with her and that her only concern was “*how were people selected*”. However she did not make any counter proposals in response to the selection criteria. She admitted that she did not offer to do Nel’s job or that of the voluntary retrenches as an alternative, nor was she prepared to take reduction in salary. Although she claimed that Joanne was not performing IT support, she admitted that she could not have done this either.

[23] She admitted that had the allegation of sexual harassment been serious they would have acted immediately and that Jamie had been advised to keep it quiet. She therefore conceded that “*nobody asked Mrs Gilau to do anything*”. The averment therefore in her statement of claim that Gilau “*tried to sweep it under the carpet*” was not correct but it was correct that “*when she did something about it she got rid of us*”. She attempted to explain the failure to inform Gilau by the fact that she was not employed at the time the alleged incident occurred, and would not have brought it up if Joanne had not mentioned it in the meeting. If it had not come up she would still have been working for the respondent and it was this report that led to the family being retrenched.

[24] She confirmed that at the 26 October meeting, at which the minutes of the previous meeting were accepted, she did not raise any issues or even ask for an opportunity to obtain legal advice. She was not aware of the full financial situation but did not ask for this information. She testified that the meeting lasted only about two minutes and that everybody kept quiet. She did not know what information to ask for and only obtained legal representation after the meeting when a final decision had already been taken.

[25] She always received her salary in full and confirmed that Gilau tried to allay the fears of the employees. Her evidence that she was unable to pay salaries in September and had to rely on her credit card to pay salaries was the first time she had heard about this. She conceded that the holiday at the end of September coincided with a trustees meeting in Margate and that Gilau used her timeshare and did not have to pay for accommodation. She also admitted that during the weekend in Margate an employee called to query the non-payment of her salary and Gilau explained that she had a problem with her credit card.

[26] She had accepted an offer to work for the respondent during an informal conversation involving her sister who had just arrived from New Zealand and had expressed concerns about her travelling from Pretoria daily to work in Sandton. She denied that she had approached the respondent in March 2009 when her husband was in hospital and it was difficult for her to travel to work every day, and denied that Gilau had employed her in order to support her as a friend. Her evidence was that Gilau sent her an sms message asking if she still wanted to work for her because

she needed her and paid her more or less what she had earned at her previous job.. She admitted that she had been unhappy at her previous job but that the respondent had misled her by employing her in the circumstances. When she commenced employment with the respondent she was already past normal retirement age although she had been given the impression in her former job that she could continue working till she was 70. She only accepted the respondent's job offer because she would have avoided travelling and could attend to her sick husband.

[27] The applicant conceded that her concern was the selection criteria utilised by the respondent and the sexual harassment allegation had nothing to do with her retrenchment. It was put to her that it was contradictory to request financial statements in the context of the allegation that there were no operational requirements for her dismissal and that this was a smokescreen to avoid the sexual harassment allegations. She replied that the financial statements were necessary because *"we wanted to see if there was a financial problem – where are her expenses going."*

## **Evaluation**

[28] The applicant submitted that the respondent's rationale for the need to retrench was fatally flawed in the context of the applicable test as confirmed by Van Niekerk J in *Van Rooyen & others v Blue Financial Services (SA) (Pty) Ltd* (2010) 31 ILJ 2735 (at 2740-1). In this regard the court should not defer to the need to retrench as determined by the employer, but is required to determine as an objective enquiry whether the reason advanced is justified. In fact this court is required to determine not only whether there is a commercial rationale for the retrenchment but also whether the employer's justification is fair in relation to the affected employees. This was the *dictum* of the Labour Appeal Court (per Davis AJA) in *BMD Knitting Mills (Pty) Ltd v SACTWU* (2001) 22 ILJ 2264 (LAC) relied upon by Van Niekerk. In this regard Mr Geldenhuys submitted on behalf of the applicant that it is not for the court to step into the shoes of the employer to determine the need to retrench. Therefore the claims statistics relied upon by the respondent, and in fact any reason short of liquidation, does not establish a need to retrench. I do not agree with the latter proposition as it is trite that a distinction can and has been drawn by none other than Van Niekerk J between the *"corporate equivalent of excessive bleeding and*

*imminent death*” and that it is possible to justify dismissal for operational requirements as a “*life-saving measure*” (*Blue Line* supra at [20]). The Labour Appeal Court has approved as legitimate a restructuring strategy that leads to retrenchment in *Vancoillie v Santam Life Insurance Ltd* (2003) 24 ILJ 1518 (LAC).

[29] In applying this test *in casu* it is clear that there was sufficient justification to prevent the further decline of business by the respondent. Ms Prinsloo, for the respondent, argued in this regard that it is common cause that there was a downturn, and the respondent had proven that this resulted in significant financial loss and an inability to sustain the employment of the applicant and others. The respondent made genuine efforts to prevent the retrenchments but at some point the cyclical downturn became systemic and it was forced to make a drastic decision. In this regard Gilau gave credible testimony about how she grappled with the decision to retrench, which was not an easy one given the intimate relationships that existed given the size of the business, and that she still expected a turnaround but at some point had to make a decision. In fact one needs to go no further than the common cause fact that claims were on a steady decline for 2009, and that the respondent’s income was drastically affected as a result. Although the applicant denied that the respondent had difficulty paying salaries, she confirmed that at least one query of non-payment was made in her presence and the respondent’s allegation that she had to rely on her credit card and overdraft facility, although belatedly made, was not rebutted. In my view the respondent has met the onus of proving that there was a substantial decline in her core business to justify the need for the retrenchment.

[30] In addition to the need to retrench the application of fair and objective selection criteria is also relevant to substantive fairness as set out in s 189 (7). In this regard Mr Geldenhuys submitted that the respondent’s case was again fatally flawed in that in the absence of agreed selection criteria, the respondent was required to prove that the criteria used were fair and objective. In this regard its reliance on business continuity cannot be sustained. However, this disregards the evidence of Gilau in relation to the three criteria applied, of which business continuity was but one, and that the applicant had the shortest service (except for Joanne, whose IT role was essential to the business).

[31] The procedural fairness component encompassed in section 189(2)(b)

requires that the selection criteria be agreed through a joint consensus-seeking process. In this regard it is common cause that the applicant refused to participate in the process. Her obvious disgruntlement at her treatment was still present during her evidence, despite reasonable attempts by Gilau to obtain her participation. In regard to procedural fairness Mr Geldenhuys submitted that even in circumstances where the need to retrench is not established and no objective selection criteria are proven the employer is still under a duty to reach consensus on the factors listed in s 189(2) and (3). The final decision to retrench can only be taken once the consultation process is concluded. The respondent's version was that she took the final decision to retrench on the evening of 26 October, but Mr Geldenhuys submitted that in fact this decision had already been made during the meeting that day. This is a fatal flaw given that during the meeting she knew that the applicant's attorneys had objected to the process and the reason for retrenchment and had requested financial information. It is a trite principle, he submitted, as confirmed in *BMD Knitting Mills* (supra) that the consultation process cannot be regarded as exhausted whilst employees are awaiting information. The information requested represents the minimum information an employee needs to determine the respondent's financial situation. The respondent's bald statement to the effect that there was a shortfall of R80 000.00 per month does not correlate with loss of business of R1million and it was therefore incorrect for the termination notice to state that there were no outstanding issues after the 27 October attempted consultation with the applicant. It was submitted that the retrenchment was a *fait accompli* and the process should be set aside.

[32] Ms Prinsloo submitted that it was clear from the chronology that the respondent alerted employees of the possibility of retrenchments on 12 October, issued section 189 (3) notices the following day; sought to engage the applicant in consultation on two occasions and held a further staff meeting on 26 October, following which final retrenchment notices were issued on 28 October. It is common cause that the applicant refused to participate in the process nor did she request further information (including financial statements), or make counter-proposals or suggest any alternatives to her retrenchment. The respondent, a small employer where relationships were obviously informal, could not have been expected to do more than it did in the circumstances to consult with the applicant. The applicant

cannot belatedly contend that she was unable to consult on account of insufficient information – her evidence was that she refused to consult because she thought the decision had already been made and her pleaded case (although this was to some extent abandoned in the proceedings ) was that there was no other basis for the retrenchment but to get rid of the family that made the sexual harassment allegations against Gilau's son.

[33] It is trite that s189 does not impose a duty only on the employer party. Section 189 (2) requires both *parties* to engage in a meaningful joint consensus-seeking process. This implies a duty on the employer to follow a fair procedure and on the employee to participate. An employee's blunt refusal to participate does not constitute joint consensus seeking and the employer cannot be held liable for her failure to participate. It is clear from the evidence that the respondent made all reasonable attempts to engage the applicant in consultation. It is common cause that she refused resulting in lack of consensus. This cannot render the dismissal procedurally unfair

[34] As Ms Prinsloo submitted, the chronology of events is key to disposing of the link between the retrenchment and the sexual harassment allegations. The incident was alleged to have occurred in December 2008; the applicant commenced employment in May 2009 well aware of the allegation ; no grievance was raised nor was the respondent notified by a friend or asked to act (ostensibly on the grounds that she would get upset and was busy planning her son's wedding); the incident was only raised subsequent to notice of possible retrenchments. It was moreover common cause that the respondent was not even aware of the allegation when she initiated the joint consensus-seeking process. In the circumstances, the applicant has failed to meet the evidentiary burden of proving that her retrenchment was a smokescreen for the sexual harassment allegations.

[35] There can therefore be no other conclusion on the probabilities but that the applicant was dismissed for reasons relating to legitimate operational requirements, and by way of a process that was fair. In fact the respondent went beyond the requirements of fairness by paying the applicant both one month's notice as well as severance pay despite her six month period of employment. The evidence established moreover that the respondent did everything possible to assist the

applicant as a friend, even employing her to obviate excessive travel, and that she responded with nothing but bitterness and acrimony. It is unfortunate that such a longstanding friendship was destroyed as a result.

[36] In the premises, I make the following order:

- 1. The first applicant's claim is dismissed.*
- 2. As agreed between the parties, there is no order as to costs.*

---

Bhoola J

Judge of the Labour Court of South Africa

Date of hearing : 21 – 22 February 2011

Date of judgment: 4 March 2011

Appearance:

For the First Applicant : C S Geldenhuys, Geldenhuys @ Law Inc

For the Respondent: Adv C Prinsloo instructed by Vogel Malan Attorneys