IN THE HIGH COURT OF SOUTH AFRICA

(EASTERN CAPE DIVISION, MTHATHA)

CASE NO: 1013/2021

In the matter between:

B[…] N[…] obo A[…] N[…] Plaintiff

and

MEMBER OF THE EXECUTIVE COUNCIL FOR

THE DEPARTMENT OF HEALTH, EASTERN CAPE Defendant

JUDGMENT

RUSI J

[1] At a point between the system of periodic payments of damages (rent) and the system of payment of capital awards a delicate balance between competing interests must be made. There is no obvious choice between the two when measured against the high value that the Constitution ascribes to socio-economic rights.[1]

[1] *Member of the Executive Council for Health and Social Development, Gauteng v DZ obo WZ (CCT20/17) [2017] ZACC 37; 2017 (12) BCLR 1528 (CC); 2018 (1) SA 335 (CC) (31 October 2017),* paras 50 and 54.

[2] In a stated case submitted by the parties as envisaged in Uniform Rule 33(1) I have been invited to determine whether the defendant is permitted in law to satisfy a final court order sounding in money in periodic payments.

[3] The State's obligation to comply with final orders of court sounding in money is governed by section 3(3)*(a)* of the State Liability Amendment Act 14 of 2011 (the State Liability Amendment Act) which provides as follows:

'(3) *(a)* A final court order against a department for the payment of money must be satisfied-
(i) within 30 days of the date of the order becoming final; or
(ii) within the time period agreed upon by the judgment creditor and the accounting officer of the department concerned.'

[4] Mirroring these provisions, is section 38(1)*(f)* of the Public Finance Management Act 1 of 1999 which enjoins the accounting officer of a department, trading entity or constitutional institution to settle all contractual obligations and pay all money owing, including intergovernmental claims, within the prescribed or agreed period.

[5] In terms of section 36 of the Public Finance Management Act, the defendant in the instant case is the accounting officer of the Department of Health. She is therefore bound by the above quoted provisions of section 38(1)*(f)* of that same Act and section 3(3)*(a)(i)* of the State Liability Amendment Act.

The common cause factual background

[6] The plaintiff, in her personal and representative capacities, sued the defendant for general damages and special damages resulting from cerebral palsy that her minor child, *AN* sustained during her birth at Madwaleni Hospital (the Hospital). The brain injury was as a result of the negligence of the medical staff of the Hospital.

[7] On 12 September 2022, this Court found the defendant liable for the plaintiff's proven or agreed damages.[2] The parties subsequently reached a compromise encapsulated in a draft order that was submitted during the hearing of this matter, for the payment of R4 773 595.00 (four million seven hundred and seventy-three thousand, five hundred and ninety-five rand) as and for the plaintiff's damages comprised of the following:

7.1 R2 200 000.00 (two million rand) for *AN*'s general damages.

7.2 R500 000.00 (five hundred thousand rand) for the plaintiff's general damages.

7.3 R673 595.00 (six hundred thousand, five hundred and ninety-five rand) for *AN*'s transportation and mobility costs.

7.4 R1 400 000.00 (one million four hundred thousand rand) for *AN*'s architectural costs.

7.5 R320 519.62 (three hundred and twenty thousand, five hundred and nineteen rand sixty-two cents) being 7,5% of *AN*'s total award of R4 273 595.00 (four million two hundred and seventy-three thousand, five hundred and ninety-five rand), in respect of the cost of the establishment, registration and management of a trust for the benefit of *AN*.

[8] They also agreed that the defendant shall pay costs of suit, including all reserved costs, if any, with interest thereon at the legal rate from a date 30 (thirty) days after allocatur and/or agreement to date of payment. The parties' agreement on costs further provides that such costs will also include:

8.1 Costs of two counsel, where so employed, on scale C referred to in Rule 67A.

8.2 Costs of preparing for consultations and trial.

[2] Per order of Dawood J dated 12 September 2022.

8.3 Travelling and accommodation expenses, if any, of the plaintiff's legal representatives attending consultations with witness, and attending court.

8.4 Reservation fees, if any, together with the qualifying fees, if any, of the plaintiff's expert witnesses in respect of whom notices in terms of Rule 36(9)*(a)* and *(b)* have been filed of record.

The trial

[9] The facts I have set out above together with the terms of the parties' agreement as to the total amount of damages due to the plaintiff, and costs, were the parties' statement of agreed facts in their stated case. They formulated the issue for my determination as being whether it is permissible in law for the defendant to pay the plaintiff's damages as agreed by way of instalments.

[10] The defendant contends that the agreed amount of damages be paid in two instalments that are six months apart, as follows – R3 000 000.00 (three million rand) as the initial instalment; and R1 773 595.00 (one million seven hundred and seventy-three thousand five hundred and ninety-five rand) six months thereafter.

[11] The plaintiff contends that the payment of the compromised damages must be paid within 30 days of the order of this Court. The defendant, on the other hand, contends that payment of the lumpsum of the agreed damages will materially and detrimentally impact its ability to discharge its statutory and constitutional obligations to provide access to healthcare to everyone; and to deliver public health care services to the inhabitants of the Eastern Cape Province. Furthermore, so the defendant contends, it is just and equitable, and in the interests of all persons who require access to public health care services that the compromised damages be paid in instalments.

The parties' submissions on the stated case

[12] Mr *Bodlani* who appeared on behalf of the plaintiff together with Mr *Ntikinca*, persisted with the contention that there is no legal basis for the order sought by the defendant. In the plaintiff's heads of argument, it was further submitted that the powers of the defendant in satisfying a final order of court against it for payment of money are circumscribed by section 3(3)*(a)* of the State Liability Amendment Act.

[13] The defendant's prayer for periodic payments, submitted Mr *Bodlani*, cannot succeed, in any event, since she adduced no evidence to support the relief she seeks. This evidence, according to Mr *Bodlani*, would be in relation to:

(a) How the lumpsum payment. specifically in medical negligence claims and not in other claims against it, materially and detrimentally impacts on its ability to discharge its obligations.

(b) What shortfalls it incurred in the financial year and their impact on its ability to discharge its obligation to provide access to healthcare to everyone in the Eastern Cape Province.

(c) The effect of the historic payout of excessive amounts for medico-legal claims over the years on the Eastern Cape Government's equitable share of national revenue in the medium-term economic framework, the accruals and payables.

(d) The dire implications of any budgetary shortfalls on the Eastern Cape Department of Health's ability to render health services.

[14] On behalf of the defendant, Mr *Sambudla* submitted that the defendant's prayer for periodic payments of the agreed damages is premised on its precarious financial position and the ever-diminishing equitable share of the national revenue. He extensively quoted passages from *Member of the Executive Council for Finance, Economic Development, Environmental Affairs and Tourism (Eastern Cape) and*

Others v Legal Practice Council and Others[3] where the court addressed the issue of the Department of Health's financial constraints as pleaded in that case and submitted that that position has to date not changed. He further emphasized that the period over which the payments are to be made in instalment is only six months. Mr *Sambudla* went on to submit that this Court is empowered by section 173 of the Constitution, to make an appropriate order that will enable the defendant to liquidate the debt by way of instalments as an alternative way of satisfying the final court order.

[15] With reference to *Social Justice Coalition v Minister of Police*[4], Mr *Bodlani* submitted that the court's inherent powers in terms of section 173 of the Constitution do not find application in the present case. An order permitting the defendant to pay the agreed damages in instalments, he said, would be incompetent since the State Liability Act makes provision for satisfaction of a court order sounding in money within 30 days or within an agreed period of time. Since there is no agreement between the parties, so the argument continued, the defendant is bound by the provisions of section 3(3)*(a)(i)* of the State Liability Amendment Act to pay the agreed damages within a period of 30 days from the date of the court's order.

[16] Mr *Bodlani* took the view that the defendant's contention that this Court may exercise its inherent powers under section 173 of the Constitution is an attempt to invite it to encroach on the separation of powers. According to Mr *Bodlani*, the focal point for the purposes of the relief that the defendant seeks is the legislative framework provided by the State Liability Amendment Act and the Public Finance Management Act. I was also referred to various other cases to support the contention

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[3] *Member of the Executive Council for Finance, Economic Development, Environmental Affairs and Tourism (Eastern Cape) and Others v Legal Practice Council and Others (2091/2021) [2022] ZAECMKHC 58; [2022] 3 All SA 730 (ECG); 2023 (2) SA 266 (ECMk) (21 June 2022) ('MEC Finance');*

[4] *Social Justice Coalition and Others v Minister of Police and Others (CCT 121/21) [2022] ZACC 27; 2022 (10) BCLR 1267 (CC) (19 July 2022),* paras 81-82 *('Social Justice Coalition'*).

that the above quoted provisions of the State Liability Amendment Act and Public Finance Management Act do not permit periodic payments.[5]

[17] In *Mvanana*[6], one of the cases I was referred to, Zono AJ said the following regarding the defendant's prayer of periodic payments:

'[24] It admits of no doubt that the empowering provision requires that the payment of money in terms of a final court order must be made within thirty (30) days of the order becoming final. The provision does not open a room for staggered payment or payment in instalments. Provisions imposing time limits and restrictions (without giving the court a power of extension) are as a rule peremptory. Secondly, the use of the word **"must"** in the text demonstrates the imperative nature of the provision. Everything done after the prescribed time is null and void. Peremptory provision requires exact compliance for it to have the stipulated legal consequences and any purported compliance falling short of that is a nullity. Non-compliance with peremptory provision results in a nullity.

[31] For the accounting officer of the department concerned to escape the strict provisions of section 3(3)(a)(i) of the State Liability Amendment Act and section 38(1(f) of the Public Finance Management Act, there must be an agreement in place between the judgment creditor and the accounting officer of the department concerned. In the absence of an agreement between the parties no deviation from the strict and imperative provisions aforesaid is permitted. Deviation in circumstances where there is no agreement may be null and void.

[33] The necessary pre-condition for the payment otherwise than in terms of section 3(3)(a)(i) of State Liability Amendment Act is the existence of an agreement between the judgment creditor and the accounting officer of the department concerned. Under common law, necessary pre-conditions that must exist before an administrative power can be exercised, are referred to as *jurisdictional fact*. In the absence of such pre-conditions or jurisdictional facts, so it is said, the administrative authority effectively has no power to act at all. This proposition finds application

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[5] *Member of the Executive Council for Health and Social Development, Gauteng v DZ obo WZ (CCT20/17) [2017] ZACC 37; 2017 (12) BCLR 1528 (CC); 2018 (1) SA 335 (CC) (31 October 2017); M.M v Member of the Executive Council for the Department of Health, Eastern Cape (920/2021) [2024] ZAECBHC 12 (27 May 2024) ('Mvanana'); Phumla Stafana-Sohopi v MEC for Health (unreported) Bisho Case No. 330/2019 delivered on 13 December 2022 at para 11; Mashinini v Member of the Executive Council for Health and Social Development Gauteng Provincial Government (335/2021) [2023] ZASCA 53; 2023 (5) SA 137 (SCA) (18 April 2023) ('Mashinini').*

[6] Supra, footnote 2.

in this case. I am now satisfied that the defendant has not made out a case for payment otherwise than, in terms of section 3(3)(a)(i) of the State Liability Amendment Act read with section 38(1)(f) of the Public Finance Management Act. There is no justification for payment in instalments or staggered payments.' (Footnotes omitted)

[18] In the discussion that follows I turn to determine the issue that the parties have delineated in the stated case.

Discussion

[19] Whether it is permissible in law for the defendant to satisfy a final court order sounding in money by way of periodic payments is a matter of interpretation. But there is one matter that I must dispose of first, and it is the submission that was made on behalf of the defendant that this Court is entitled to exercise its inherent powers in terms of section 173 of the Constitution and formulate an appropriate remedy along the lines sought by the defendant.

[20] The submission made by Mr *Bodlani* that the inherent powers given to the court under section 173 of the Constitution do not apply in this case was correctly made. The inherent powers of the court under that section do not entitle it to do as it pleases. As held in *Social Justice Coalition*[7] this inherent power to regulate process does not apply to substantive rights but rather to adjectival or procedural rights. A court may exercise inherent jurisdiction to regulate its own process only when faced with inadequate procedures and rules in the sense that they do not provide a mechanism to deal with a particular scenario. It will, in appropriate cases, be entitled to fashion a remedy to enable it to do justice between the parties.[8] The court's inherent power does not extend to the assumption of jurisdiction not conferred upon it by statute. It cannot be invoked to give a party a right it would otherwise not have.[9]

[7] Supra, footnote 4.
[8] Id, para 80.
[9] Id, para 81.

[21] It is indeed so that neither the State Liability Amendment Act nor the Public Finance Management Act provides for the satisfaction of a final court order sounding in money by way of periodic payments.

[22] With that said, regard must be had to the fact that as an exception to the 30 day period that the two statutes stipulate as the default time within which the State must satisfy a final court order sounding in money, they confer a right upon the parties to agree on the period of time[10] within which an order of court sounding in money must be satisfied.

[23] It bears mentioning that an agreement is, by its nature, founded on the parties' *animus contrahendi*, reasonableness, fairness, good faith and practicality. I hold the view that it is against these principles that the parties, in terms of section 3(3)*(a)(ii)* would exercise their freedom to regulate their affairs concerning the period within which a final court order sounding in money must be satisfied. The plain text of section 3(3)*(a)(ii)* suggests that any period of satisfaction of an order sounding in money that the parties agree to, would fall outside the prescribed 30 days. What the provisions section 3(3)*(a)(ii)* do not do, however, is to prescribe the method of payment over such period as may be agreed.

[24] None of the cases I have been referred to suggest that in the absence of an agreement between the accounting officer of a department and the judgment creditor the doors of periodic payments are closed to the departmental accounting officer. As far as I could have ascertained from those authorities, periodic payments have been considered in cases similar to the present, and it has been held that a prayer for periodic payments is a special defence that must be pleaded and evidence led to

[10] Emphasis intended.

establish the defendant's entitlement to the claim of making payments of damages in instalments.[11]

[25] It may very well be that the court in *Mvanana* found that the accounting officer will be obliged to satisfy the court order sounding in money within the prescribed period of 30 days where there is no agreement between the accounting officer and the plaintiff regarding the payments within a different period of time. But in similar vein, and with reference to the already mentioned cases,[12] the court found that since no factual basis was laid by the defendant in that case for periodic payments, such an order could not be granted. The case of *Mvanana* is, therefore, no authority for the proposition that it is not permissible in law for the State to satisfy a final court order sounding in money by way of periodic payments in the absence of an agreement referred to section 3(3)*(a)(ii)* of the State Liability Amendment Act and section 38(1)*(f)* of the Public Finance Management Act.

[26] In *Mashinini*, another case I was referred to, the SCA dealt with the issue of payment of the appellant's future medical and surgical expenses in kind in the sense of the 'public health care defence'. The issue before that Court was not the Department of Health's entitlement to pay the award of damages in periodic payments. *Mashinini* is therefore distinguishable from the present case on facts and principle.

[27] Sight must not be lost of the fact that uppermost in the interpretative task in the present case, is this Court's duty to fairly strike the delicate balance between the individual interests of the plaintiff and those of the rest of the beneficiaries of the right of access to health care services enshrined in section 27 of the Constitution; and the defendant's obligation to realize this right. Section 39(2) of the Constitution provides that when interpreting any legislation, every court, tribunal or forum must

[11] *Phumla Stafana-Sohopi v MEC for Health*; *MEC Finace*; *Mvanana*, supra footnote 5.
[12] Supra, footnote 5.

promote the spirit, purport and objects of the Bill of Rights. In *Cool Ideas v Hubbard*,[13] Froneman J re-iterated that it is the accepted principle that the interpretation that best protects or enhances a fundamental right should, where reasonably possible, be preferred.[14]

[28] Furthermore, the principle of interpretation enunciated in *Endumeni*[15] instructs that the contextual interpretation of a document requires that regard be had to its specific nature and purpose, as well as the fact-specific background or the circumstances attendant upon its coming into existence. A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document.[16]

[29] To my mind, both the provisions of section 3(3)*(a)* of the State Liability Amendment Act and 38(1)*(f)* of the Public Finance Management Act serve to foster respect for judicial authority, by requiring promptitude on the part of the State in complying with court orders and fulfilling its obligations as determined in the orders issued by the courts. They promote accountability, efficiency, and financial stability in the administration of government departments; as well as safeguard the rights of a litigant who successfully litigates against the State.

[30] Upon an examination of all the authorities I was referred to, it seems to me that the law as it stands is that if the defendant wishes to avail herself of periodic payments as an alternative way of satisfying a final court order sounding in money where there is no agreement to that effect, she must allege and prove this as a special

[13] 2014 (4) SA 474 (CC).
[14] Id, at 516, para 150 and all the authorities referred to therein; see also the *Independent Institute of Education Institute of Education (Pty) Ltd v KwaZulu-Natal Law Society and Others*, para 2.
[15] *Natal Joint Municipal Pension Fund v Endumeni Municipality* (920/2010) [2012] ZASCA 13; [2012] 2 All SA 262 (SCA); 2012 (4) SA 593 (SCA) (16 March 2012).
[16] Id, para 18.

defence. The corollary must therefore be that the law permits such periodic payments where a case has been made for such relief.

[31] Moreover, *ubi jus, ibi remedium* is a maxim which means that where there is a right, there is a remedy. It has been held in regard to this maxim that '[i]f a plaintiff has a right, he must of necessity have a means to vindicate and maintain it, and a remedy, if he is injured in the exercise or enjoyment of it; and indeed it is a vain thing to imagine a right without a remedy; for want of right and want of remedy are reciprocal.'[17] And, '[t]he greatest absurdity imaginable in law is — that a man hath a right to a thing for which the law gives him no remedy; which is in truth as great an absurdity, as to say, the having of right, in law, and having no right, are in effect the same.'[18]

[32] For these reasons, a proposition which suggests that there is no avenue in law for periodic payments cannot be sustained. In any event, it deviates from the principle that the Full Court of this Division in *MEC for Finance*[19] re-affirmed when it said:

[64] In *DZ* the Constitutional Court explained that the corollary of the "once and for all" rule is that a court is obliged to award these damages in a lump sum. They proceeded to examine the application of the "once and for all" rule and concluded at para [54]:

> "Although the 'once and for all' rule, with its bias towards individualism and the free market, cannot be said to be in conflict with our constitutional value system, it can also not be said that the periodic payment or rent system is out of sync with the high value the Constitution ascribes to socio-economic rights."'

[17] *Ashby v White* [1703] 92 ER 126 at 136.
[18] *Dixon v Harrison* [1823] 124 ER 958 at 964. Both *Ashby* and *Dixon* were quoted with approval by Mhlantla J in *Masemola v Special Pensions Appeal Board and Another* (CCT260/18) [2019] ZACC 39; 2019 (12) BCLR 1520 (CC); 2020 (2) SA 1 (CC) (15 October 2019)
[19] Supra, footnote 3.

[33] Whether the defendant has, in this matter, made out a case for an order that she pays the agreed damages in periodic payments it the question I turn to next. In this regard, it was contended on behalf of the plaintiff that since no evidence has been led by the defendant to substantiate the relief it seeks, her case in that regard must fail.

[34] Regarding how the defence of periodic payments must be asserted, the court, in *MEC Finance*[20] went further and said:

'[69] The prayer for periodic payments constitutes a special defence to the "once and for all" rule, which must be properly pleaded. Evidence must be led to substantiate the defence and the court must, after consideration of all the relevant evidence craft an appropriate remedy for the individual plaintiff. This will require an assessment of medical evidence as to the nature and condition of the injured party, the extent of the immediate need, which would vary from one victim to another, the time of the likely future need and the extent and time of the relevant instalments. Each individual case must be considered on the basis of the particular circumstances pertaining to it.'

[35] That the defendant, in its plea, pleaded the defence of periodic payments of any award of damages is not subject to any controversy. However, in the stated case presented, there are no agreed facts between the parties regarding, inter alia, the extent of the *AN*'s immediate need, and what the proposed first instalment will be able to cover of the agreed damages. Neither are there any facts which provide a factual basis for the contention that the defendant makes that paying the lumpsum of the agreed damages in this case will materially and detrimentally impact its ability to discharge its statutory and constitutional obligations of providing access to health care to the inhabitants of the Eastern Cape Province.

[20] Id.

[36] Smith J, in *Phumla Stafana Sohopi v MEC for Health*, reiterated that factual basis must be laid for the deviation from statute which a party contends for.[21] The Learned Judge cautioned against mechanically applying to all cases involving medical malpractice the approach of an acceptance as a general position that the Department of Health's precarious financial position is public knowledge, and therefore no evidence need be led to substantiate the defence of periodic payments. The Learned Judge put it this way:

'The comments regarding the department's precarious financial position . . . cannot be applied by rote to all cases where such a defence has been pleaded. . .'[22]

[37] The defendant has agreed to compensate the plaintiff not in kind as in the sense of the public health care defence, but in monetary terms to the extent agreed by the parties in the draft order that I was presented with. A general, unsubstantiated assertion regarding her budgetary constraints and obligation towards other beneficiaries of the right enshrined in section 27 does not assist her. This is not to say it is not acknowledged that the defendant's coffers continue to be significantly affected by the extent of medical malpractice litigation.[23] But as Eksteen J observed *in MEC Finance,*[24] it is quintessential of any enterprise that the payment of its debt will result in less money for the implementation of its business.

[38] Therefore, without any evidential basis for the periodic payments contended for, it cannot be just to accede to the defendant's request in this case, for that would mean that *AN*'s interests have arbitrarily been relegated to insignificance. For this reason, the defendant's request for an order that she pays the agreed damages set out above in instalments must be turned down.

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[21] Footnote 5, supra.
[22] Id, para 7.
[23] *T N obo B N v Member of Executive Council for Health, Eastern Cape* (36/2017) [2023] ZAECBHC 4 (7 February 2023), para 147; *Member of the Executive Council for Health, Gauteng Provincial Government v PN* [2021] ZACC 6; 2021 (6) BCLR 584 (CC).
[24] Footnote 3 supra, para 50.

[39] In the result, I make the following order:

1. The defendant shall pay the sum of R4 773 595.00 (four million, seven hundred and seventy-three thousand, five hundred and ninety-five rand) as and for the plaintiff's damages, comprised as follows:

    1.1 R2 200 000.00 (two million, two hundred thousand rand), in respect of *AN*'s general damages.

    1.2 R500 000.00 (five hundred thousand rand) in respect of the plaintiff's personal general damages.

    1.3 R673 595. 00 (six hundred and seventy-three thousand, five hundred and ninety-five rand) in respect of *AN*'s transportation and mobility related costs.

    1.4 R1 400 000.00 (one million four hundred thousand rand), in respect of *AN*'s architectural costs.

2. The defendant shall pay the plaintiff the amount of R320 519. 62 (three hundred and twenty thousand, five hundred and nineteen rand, sixty-two cents) for the establishment, registration and management of a trust to be established for the benefit of the minor child, which amount is calculated on the basis of 7,5 % of R4 273 595. 00 (four million, two hundred and seventy-three thousand, five hundred and ninety-five rand) being minor child's total award.

3. The abovementioned amounts as referred to in paragraphs 1 and 2 above shall be paid within 30 days of this order together with interest thereon at the prevailing legal rate calculated from 30 days of the date of the order to date of final payment thereof.

4. The Defendant shall pay costs of suit, together with all reserved costs, if any, and together with interest thereon at the prevailing legal rate from a date 30

days after *allocator* and/or agreement to date of payment, which costs will furthermore include:

4.1 Costs of two counsel, where utilized, on scale C in terms of Rule 67A.

4.2 Costs of preparing for consultations and trial.

4.3 Travelling and accommodation expenses, if any, of the plaintiff's legal representatives attending consultations with witnesses and attending court.

4.4 Reservation fees, if any, together with the qualifying fees, if any, of the plaintiff's expert witnesses in respect of whom notices in terms of rule 36(9)*(a)* and *(b)* have been filed of record.

5. The aforementioned amounts are to be paid to the trust account of the plaintiff's attorney of record, Dayimani Inc, with the following details:

Account Name:	M. Dayimani Inc.
Bank:	First National Bank
Account Number:	6[…]
Branch Code:	2[…]
Reference:	N[…]

6. The damages relating to *AN*'s loss of earning capacity, caregivers and case management are postponed to a date to be arranged with the Registrar of this Court and are separated from the balance of the heads of damages which form part of the public health defence.

7. The separated heads of damages which form part of the public healthcare defence are postponed *sine die*.

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L. RUSI

JUDGE OF THE HIGH COURT

Appearances:

For the plaintiff	:	*A Bodlani SC*
		L Ntikinca
Instructed by	:	M. Dayimani Inc, Mthatha
For the defendant	:	L *Sambudla*
Instructed by	:	Zilwa Attorneys, Mthatha
Date heard	:	19 November 2024
Date delivered	:	25 March 2025