



**IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)**

Case No:14109/2024

In the matter between:

PARETO LIMITED

First Applicant / Plaintiff

MOMENTUM METROPOLITAN LIFE LIMITED

Second Applicant / Plaintiff

and

RIKUS DIRK JANSEN KOTZE

Respondent /Defendant

Court: Justice J Cloete

Heard: 5 August 2025

Delivered electronically: 8 August 2025

JUDGMENT

Cloete J:

Introduction

[1] This is an opposed application for summary judgment in which the plaintiffs seek orders against the defendant for payment of R 2 865 335.56 plus interest at the legal rate *a tempore morae* and costs on the scale as between attorney and client. The plaintiffs are the joint registered owners of the Tyger Valley Centre in Bellville, Western Cape. On 12 March 2017 the plaintiffs, duly represented by Ms T Heiman, and Thumbnail Advertising (Pty) Ltd ('Thumbnail'), duly represented by the defendant, concluded a written lease agreement ('the agreement') in respect of Shop LL019 in the Tyger Valley Centre. Earlier on 12 January 2017 the defendant in writing bound himself as surety and co-principal debtor to the plaintiffs for the due fulfilment of all the obligations of Thumbnail in terms of the agreement. Thumbnail operated a restaurant from the leased premises. From what can be gleaned from the papers, Thumbnail took occupation on 1 May 2017. It vacated on or about 28 February 2023. It was placed in final liquidation on 28 November 2023. The plaintiffs sue the defendant in his capacity as surety and co-principal debtor.

[2] In terms of clause 3 of the schedule to the agreement, the lease period was for 5 years commencing on 1 May 2017 and terminating on 30 April 2022. Clause 2.3 of the general conditions in the agreement provides as follows:

'If the TENANT remains in occupation of the Leased Premises after the expiry of this Lease, then the Tenant's occupation ...shall be deemed to be on a monthly tenancy, subject to a 12.5% escalation ...per annum Increase in the Monthly Rental and Promotional Costs and a 14% [increase] in respect of the Operating Costs on the expiry date and on the anniversary of such expiry date of each year thereafter while the Tenant remains in occupation of the Leased Premises, but subject in all other respects to the terms and conditions of this Contract.'

[3] In terms of clause 11.1 of the general conditions, Thumbnail was obliged 'to trade in and keep the Leased Premises continuously open to the public during the business hours as determined from time to time by the Landlord as being beneficial to the Shopping Centre ...[t]he foregoing obligations shall be suspended however on such days during which strikes, lock-outs or other similar circumstances beyond

the TENANT's control render it unreasonable for the TENANT to trade from the Leased Premises.'

[4] Clause 25 of the general conditions deals with *force majeure* and provides in relevant part that:

'In the event that the LANDLORD or the TENANT shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of ...governmental regulations ...then the LANDLORD shall not be responsible for such delays and the doing or performing of such act or thing shall be excused for the period of the delay ... and extended for a period equivalent to the period of such delay.'

[5] The consequences of Thumbnail being prevented from, or hindered in, trading by *inter alia* governmental regulations were thus contractually regulated in the agreement. Clause 25 notwithstanding, as a result of the Covid-19 lockdown which commenced on 26 March 2020, the plaintiffs provided Thumbnail with the following relief: (1) 100% rental relief for the months of April and May 2020; (2) 85% rental relief for the months of June and July 2020; and (3) 50% rental relief for the month of August 2020. The defendant's own schedule annexed to his plea reflects the lockdown levels for the corresponding periods as follows: (1) March and April 2020 at level 5; (2) May 2020 at level 4; and (3) 1 June 2020 to 17 August 2020 at level 3. Thereafter, and apart from adjusted level 4 for the period 28 June until 25 July 2021, the levels, again on the defendant's version, ranged between level 1 and adjusted level 3.

[6] The plaintiffs allege that Thumbnail breached the agreement by failing and/or refusing to pay arrear rental and other charges (as detailed on annexure POC 2 to their particulars of claim) for the period 1 August 2020 to 28 February 2023 in the sum claimed (after deduction of the deposit paid by Thumbnail of R 538 411). In terms of clause 19.1 of the general conditions, in the event of such default, the plaintiffs are entitled to claim payment, and in the event of instituting proceedings for recovery, costs on the scale as between attorney and client in terms of clause 19.3.

[7] Clause 23 of the general conditions is a no-variation clause. It provides that:

‘23.1 This lease and the Annexures thereto constitute the entire agreement between the parties and no warranties or representations, whether express or implied, not recorded herein and the Annexures hereto shall be binding on the parties.

23.2 No variation of, or addition to, this lease and Annexures hereto shall be binding on the parties unless reduced to writing and duly signed by them or on their behalf.’

Procedural history and condonation

[8] After service of the summons and after having entered appearance to defend, the defendant delivered both a plea and counterclaim on 2 October 2024, the latter for debatement of annexure POC 2. The plaintiffs delivered an exception to the counterclaim on 24 October 2024 (ie, on the 16th court day thereafter but within the period allowed therefor) and the defendant subsequently withdrew the counterclaim on 14 November 2024. By the time the exception was delivered, and the counterclaim subsequently withdrawn, the period of 15 court days stipulated in uniform rule 32(2)(a) for the delivery of an application for summary judgment had expired (on 23 October 2024). The application was delivered on 5 December 2024, thus on the 15th day after the defendant withdrew his counterclaim. The plaintiffs submitted that, given their exception to the counterclaim, they were unable to apply for summary judgment within the period in rule 32(2)(a); alternatively, they seek condonation for the late delivery thereof.

[9] The defendant, relying on *Pareto Limited and Another v Theron and Another*¹ (*Theron*) submitted that because the subrule rule is ‘peremptory’, condonation should be refused. I take a different view, principally for two reasons. First, in terms of rule 24(1), a defendant is obliged to deliver a counterclaim simultaneously with his or her plea. In the present matter the defendant’s counterclaim pertained directly to

¹ [2024] ZAWCHC 249 (6 September 2024) at paras 15 to 24

the sum claimed by the plaintiffs in their particulars of claim. Accordingly, had the plaintiffs proceeded with an application for summary judgment in the face of that counterclaim there is little doubt it would have been refused, since rule 32 does not permit a litigant to apply for summary judgment in respect of a counterclaim. If the defendant's submission is to be accepted, it would have the illogical consequence that any defendant may avoid the entire summary judgment procedure by simply delivering a spurious counterclaim (along with a plea) directly related to a plaintiff's claim, only to withdraw it upon expiry of the 15 day period prescribed in rule 32(2)(a).

[10] Second, the court in *Theron* proceeded from the premise that the summary judgment procedure is of a 'drastic nature'. While this was the approach of our courts in the past, since 2009 the Supreme Court of Appeal has adopted a different view. In *Joob Joob Investments (Pty) Ltd v Stocks Mavundla Zek Joint Venture*² it was stated that:

'[32] ...After almost a century of successful application in our courts, summary judgment proceedings can hardly continue to be described as extraordinary ...

[33] Having regard to the purpose and its proper application, summary judgment proceedings only hold terrors and are "drastic" for a defendant who has no defence. Perhaps the time has come to discard these labels and to concentrate rather on the proper application of the rule...'

[11] To this I would add that rule 27(1), which permits a court to grant condonation on notice and good cause shown, specifically provides that it applies to all the rules of the High Court (thus including rule 32); rule 27(2) permits condonation to be granted even if sought only after the expiry of a stipulated time period; and given the amendment to rule 32 on 31 May 2019 (some 10 years after *Joob Joob*) to provide for summary judgment after delivery of a plea as opposed to a notice to defend, there seems to be a compelling argument to be made that a plaintiff should not be ousted on technicalities, particularly where a defendant fails to raise a triable issue in

² 2009 (5) SA 1 (SCA)

a plea, provided that the requirements of rule 27 are met.³ This is consistent with the very purpose of the summary judgment procedure, namely to avoid the delay and cost of going to trial where a defence lacking in substance (ie, one which does not raise a triable issue) can be disposed of at an earlier stage.

[12] During argument I was referred by counsel for the plaintiff to certain authorities which, although he candidly informed me were not directly in point, appear to fortify my view. They deal with rule 32 after its amendment in 2019. In *Mncube v Wesbank a Division of FirstRand Ltd*⁴ the plaintiff bank had issued summons against the defendant based on alleged breach of an instalment sale agreement. The defendant delivered a notice of intention to defend and thereafter a plea. The bank did not apply for summary judgment within the prescribed 15 day period as a result of the defendant having delivered two notices of intention to amend his plea, both within the 15 day period. The amended plea was duly delivered outside of the 15 day period and the bank applied for summary judgment within 15 days of such delivery. The defendant brought an application to have it set aside as an irregular step in terms of rule 30. The court held that the bank was entitled to have done so. As I understand the court's reasoning⁵, this was in essence because the bank was a party affected by the amendment, and it would have been artificial to compel it to launch an application for summary judgment in respect of a plea which it knew was going to be amended.

[13] In *King Price Insurance Company Ltd v Integritas Risk Solutions (Pty) Ltd*⁶ the plaintiff delivered a replication and plea to the defendant's counterclaim after having launched its application for summary judgment. The defendant contended that the plaintiff, in doing so, had 'waived' its right to proceed with the summary judgment application. The court referred to *Mncube* as well as *Quattro Citrus (Pty) Ltd v F & E*

³ In Erasmus: Superior Court Practice 2nd ed at Vol 2, D1 Rule 32-6 (Service 26 of 2025) it is stated, with reference to a long line of authorities at fn 3, that 'while courts have often emphasised the need for strict compliance with the rule ...this does not mean that technical defects in procedure will not be condoned'.

⁴ [2023] ZAGPJHC 895 (10 August 2023)

⁵ Referring to the authorities cited at paras 24 to 32

⁶ [2024] ZAGPPHC 274 (25 March 2024)

*Distributors (Pty) Ltd t/a Cape Crops*⁷ and relied on both to find the defendant's contention to be without merit.

[14] In *Quattro Citrus* the court reasoned that the silence on the issue in the recommendations of the Superior Courts Task Team of the Rules Board for Courts of Law 'leaves the door open to the plaintiff to file a replication without waiving its rights to apply for summary judgment, as long as it files [both] timeously and in accordance with the rules of court ...[a]ccordingly, the filing of a replication will in no way compromise "the speediness of the remedy" afforded by rule 32, which was the issue for consideration by the Task Team when deliberating the timing of the application. In my opinion [counsel for the applicant] was correct in arguing that, if the Task Team had intended for the applicant to be compelled to pick a course of action, a provision would have been incorporated dealing with the issue'.⁸ *Quattro Citrus*, a decision in this Division, was carefully considered and followed by another court in this Division, namely in *Ingenuity Property Investments (Pty) Ltd v Ignite Fitness (Pty) Ltd*⁹, which in turn was cited with approval and followed in *Reef Caterers (Pty) Ltd v Vaal Christian School*.¹⁰

[15] There is a decision I have found which takes the opposite view, namely *Arum Transport CC v Mkhwenkwe Construction CC and Another*¹¹, and which was considered but not followed in *Ingenuity Property*. In *Arum Transport* the court relied on a number of authorities, all of which pre-date the amended rule 32, as well on what was stated at the time in **Civil Procedure in the Superior Courts**¹² and **Erasmus Superior Courts Practice**¹³ in relation to the amended rule. In the first reference the court cites the author (relying in turn on a pre-amendment decision) as expressing the view that 'if a plaintiff takes a further procedural step after delivery of a notice of intention to defend he may thereby waive his right to apply for summary judgment'. In the second reference, the court cites the author as expressing a more definitive view, namely that 'if the plaintiff takes a further procedural step after the

⁷ [2021] JOL 49833 (WCC)

⁸ At paras 8 -9.

⁹ 2023 (5) SA 439 (WCC)

¹⁰ Unreported FB case no 1645/2024 dated 7 November 2024 at para 9

¹¹ 2022 (2) SA 503 (KZP).

¹² D Harms SC (August 2020), Service issue 71) para B32.5

¹³ Service issue RS15, 2020 at D1-387 to D1-388

delivery of a plea, i.e. an exception or a replication ...he thereby waives his right to apply for summary judgment'. I have not been able to locate the service editions of these to ascertain which other authorities were referred to in support of these opinions. However, **Erasmus** now holds a different view.

[16] In the latest service edition¹⁴ this view is expressed as follows: '[i]t is submitted that under rule 32 in its amended form, and contrary to what was decided in the *Arum* case, a plaintiff is entitled to deliver a replication before the delivery of an application for summary judgment (provided both are delivered within the time periods stipulated in the rules) and does not thereby waive its right to apply for summary judgment...' although the author considers the position where a plaintiff delivers an exception to a plea (not a counterclaim as in the matter before me) as being more complicated, and suggests that a plaintiff should, if necessary, timeously seek an extension for delivery of an application for summary judgment, or a postponement of such an application if already brought, pending determination of the exception.

[17] To my mind, and by parity of reasoning, what was held in *Citrus Quatro* and *Ingenuity Property*, by which I am bound unless convinced they are wrong (which in my view they are not), should apply in the instant matter. It is accordingly my finding that the plaintiffs were entitled to apply for summary judgment within 15 court days after the defendant withdrew his counterclaim, but even if I am wrong, good cause nonetheless exists for granting condonation as sought by the plaintiffs in the alternative. It follows that the application for summary judgment is properly before the court.

[18] There is another procedural aspect which I deal with briefly. On 18 July 2025 the defendant delivered a further affidavit opposing summary judgment. After the plaintiffs objected in writing the defendant requested the withdrawal of that affidavit in an email dated 30 July 2025. His request was granted at the commencement of argument, and I will accordingly have no regard to it.

¹⁴ Service 26, 2025 at D1 Rule 32-21 to 22

Defences raised

[19] The defendant raised 4 defences, which may be categorised as: (1) the unliquidated amount in money defence; (2) the Covid-19 defence; (3) the renegotiated rental/fraudulent misrepresentation defence; and (4) the ambiguity in deed of suretyship defence.

Unliquidated amount in money defence

[20] The defendant in his plea and opposing affidavit alleged that POC 2 included legal fees charged by the plaintiff in respect of which a court had not yet pronounced upon and which had not been taxed. A similar contention was successfully raised in *Theron*¹⁵. However, in the instant case it became common cause during argument that in POC 2 the plaintiffs had deducted the full amount of legal fees from their calculation of the total amount owed. The defendant further confirmed that he only took issue with his indebtedness to the plaintiffs on the grounds of the other defences raised, and that the auxiliary charges reflected in POC2 were not in issue. In addition, on the defendant's own recalculation in annexure K3 to his plea, he used the same amounts charged by the plaintiffs in respect of rental up to and including April 2022 and auxiliary charges levied by the plaintiffs for the entire period of Thumbnail's occupation. It is thus clear that what the plaintiffs claim is a liquidated amount in money as provided in rule 32(1)(b).

Covid-19 defence

[21] It is the defendant's stance that due to the Covid-19 regulations which prevailed from 26 March 2020 until 4 April 2022, and depending on the applicable alert level, Thumbnail was either not entitled to use the leased premises to trade, or its capacity to trade was effectively limited to only 50% due to size and social distancing requirements. This, the defendant submits, entitled Thumbnail to a proportionate remittal in rental, not only for the period April to August 2020 but also for the period September 2020 to 4 April 2022. The defendant also submitted in

¹⁵ At paras 26 to 30

argument that had Thumbnail not complied with the regulations it would have traded unlawfully and therein lay the impossibility (or partial impossibility) of performance.

[22] The defendant relied on *Aludar 233 CC v Unlocked Properties 28 (Pty) Ltd* ('*Aludar*')¹⁶ where the parties had entered into a lease for the appellant to operate a nightclub and for that purpose only. After the implementation of the hard lockdown in March 2020, the appellant took the view that the lease had been terminated by supervening impossibility of performance. It stopped paying rental in March 2020 and vacated the leased premises at a point thereafter. Its stance was that it would be contrary to public policy to hold it to the terms of the lease where it had unforeseeably become impossible to use the premises as both parties had agreed it must be used. The respondent maintained that notwithstanding this impossibility, the appellant remained liable for rental. In contradistinction to the facts before me, the lease excluded any claim by the appellant arising from *vis major* or *casus fortuitus*.

[23] The court held that:

'7. ...I do not think that [the exclusion clause] completely answers the claim that the whole contract was voided because it could no longer be performed by either party. The effect of the regulations was not just that Aludar could not operate a nightclub. It was that Unlocked Properties could not rent the property for that purpose. Given that this was the only purpose for which the parties agreed the property could be used, the effect of the regulations may well have been to void the whole contract. If that is so, the exclusion clause upon which Unlocked Properties relied was voided....

9. Mr Paige-Green, who appeared for Unlocked Properties, referred us to the decision of the Supreme Court of Appeal in *Butcher Shop and Grill CC v Trustees for the time being of Bymyam Trust* **2023 (5) SA 68 (SCA)** but I do not think that decision helps us. The main issue before the court in that case was whether a remission of rent could be claimed by a tenant where their sub-tenant had suffered loss because they could not run a restaurant during the

¹⁶ [2023] ZAGPJHC 1297 (14 November 2023)

period for which the regulations applied. The situation in this case is different ...'

[24] The defence before me is not that the agreement was voided due to supervening impossibility of performance, and *Aludar* is thus distinguishable. However, in *Butcher Shop* the issue before the Supreme Court of Appeal which is relevant for present purposes (there were others) was whether the lease agreement excluded a claim for remission of rental in circumstances similar to the matter before me (a restaurant was also conducted from the leased premises). After scrutinising the lease, the court held that its terms did not preclude a claim for remission of rent in terms of the common law.¹⁷

[25] I have already referred to clause 25 of the general conditions of the lease between the parties before me. That clause specifically regulates what must happen in the event that either party is prevented or hindered from performing in terms of the lease due to *force majeure*. Although the clause stipulates that the plaintiffs will not be responsible for such prevention or hinderance 'the doing or performance of such act or thing shall be excused for the period of the delay, and the period for the performance of any such act or thing shall be extended for a period equivalent to the period of such delay'. This clause must be read together with clause 11 of the general conditions which imposed an obligation on Thumbnail to trade in and keep the restaurant operated by it continuously open to the public during the business hours determined by the plaintiffs as being beneficial to the shopping centre, but that the obligation was suspended in circumstances beyond Thumbnail's control that 'render it unreasonable for the tenant to trade from the leased premises'. It was presumably with this in mind that the plaintiffs afforded Thumbnail the rental relief it did during the period March to August 2020.

[26] In their particulars of claim the plaintiffs specifically pleaded clause 25 of the general conditions but made no attempt to calculate their claim based on that same clause. The only deductions made in POC 2 were in respect of the rental relief which the plaintiffs unilaterally decided to afford Thumbnail. Similarly in the affidavit filed in

¹⁷ At para 9 and 13 to 28.

support of the summary judgment application, and despite the contents of the defendant's plea on this score, no attempt was made to squarely engage the issue, save to contend that the rental relief was provided despite there having been no obligation on the plaintiffs to do so, and that for all alert levels subsequent to August 2020 'other than alert levels 5 and 4, Thumbnail was provided with the use and enjoyment of the leased premises by the Plaintiffs. The hard lockdown did not persist after 30 April 2020 as restrictions imposed by the regulations were progressively eased. Thumbnail was entitled and did occupy the leased premises after the hard lockdown period...[i]t will be argued ...that the period subsequent to the hard lockdown did not give rise to a supervening impossibility of performance...'. To my mind this overlooks the specific reference to 'hinderance' in clause 25 which is a separate qualification for relief to that of 'prevention'.

[27] It is perhaps as a result of this stance that in argument the plaintiff placed reliance on *Freestone Property Investment (Pty) Ltd v Remake Consultants CC and Another*¹⁸ where it was held that:

'23. I do not suggest that a lessee's commercial inability or diminished commercial inability to pay rentals because of an inability to trade during the "hard lockdown" may excuse the lessee from making payment. Our law is settled that a *vis major* or *casus fortuitus* that makes it uneconomical or no longer commercially attractive for a party to carry out its payment obligations cannot constitute a basis to be excused from performance¹⁹...'

[28] It is of course not necessary for me to make a definitive determination for purposes of this summary judgment application whether Thumbnail was entitled to a remission or partial remittal in rental as the defendant contends. I only have to be persuaded that this defence raises a triable issue. Having considered the parties' respective submissions as well as the aforementioned authorities, I have concluded that, in respect of this defence, the defendant has met the required threshold.

¹⁸ 2021 (6) SA 470 (GJ)

¹⁹ Referring to *Unibank Savings and Loans Ltd (formerly Community Bank) v ABSA Bank Ltd* 2000(4) SA 191 (W) at 198D/E, applying *Macduff & Co Ltd (in liquidation) v Johannesburg Consolidated Investment Co Ltd* 1924 AD 573 at 606-607. See also *Lilfam Holdings (Pty) Ltd v Mike and Ian Consulting (Pty) Ltd and Another* [2024] ZAGPJHC 108 (8 February 2024) and *Hennops Sport (Pty) Ltd v Luhan Auto (Pty) Ltd* [2022] ZAGPPHC] (2 December 2022)

Renegotiated rental/fraudulent misrepresentation defence

[29] The defendant maintains that Thumbnail was induced to remain in occupation of the leased premises after the lease expired in April 2022, based on representations by the plaintiffs' agents that 'a lease renewal was forthcoming' at an agreed market related rental of R92 000 per month plus VAT. However, the very email from the plaintiffs' leasing manager relied upon by the defendant in support of this defence (which he also confirmed in argument), annexed to his opposing affidavit and dated 24 March 2022, does not bear this out. It reads in relevant part as follows:

'We had another session with the co-owners ...and again discussed the proposal you previously put forward.

The feedback is still that they are not prepared to reduce the rental to the level suggested below [referring to the proposal made by the defendant in this regard] , as the rental is far below the premises' market value They will however consider an all-in rental (only excl. metered water and electricity) of R 92 000 (excl. VAT) ...

In terms of arrears, the Landlord is not able to write off all arrears... [p]lease propose a suitable payment arrangement or a revised proposal....'

[30] The defendant accepted during argument that the aforementioned email contains nothing more than a proposal. On a proper reading thereof that proposal, as submitted by counsel for the plaintiffs, was a composite one which included a suitable arrangement in respect of the arrears. That did not eventuate and moreover the plaintiffs proceeded to generate invoices to Thumbnail in accordance with clause 2.3 of the general conditions, which these parties had agreed would apply in the event of Thumbnail remaining in occupation on expiry of the lease, on a monthly tenancy basis. But in any event, when regard is had to annexure POC 2, the payments made by Thumbnail thereafter were not in accordance with the 'agreement' upon which the defendant relies. There is furthermore nothing on the

papers to indicate that the plaintiffs' agents fraudulently misrepresented anything to Thumbnail, and there was no suggestion by the defendant that the non-variation requirements contained in clause 23 of the general conditions were met. The defendant has thus failed to raise a triable issue in respect of this defence.

Ambiguity in deed of suretyship defence

[31] The deed of suretyship states in express terms that it constitutes 'a continuing covering security without any limitation until such time as all the obligations of the Tenant to the Landlord in terms of the Lease (or any renewal, amendment, breach or cancellation thereof) have been duly and properly fulfilled'. The defendant contends that because earlier in the deed of suretyship he is recorded as having bound himself for the obligations of Thumbnail 'arising from or out of or in terms of a Lease ...between the Landlord and Tenant commencing on 1 May 2017 for the period of 5 YEARS', it is ambiguous and must be interpreted narrowly to mean that his obligations as surety are restricted to the initial 5 year period.

[32] In my view the interpretation advanced by the defendant is strained and incorrect when regard is had to clause 2.3 of the general conditions, which makes clear that in the event of Thumbnail remaining in occupation of the premises after expiry of the fixed period of 5 years, the annual percentage increases in rental and auxiliary costs will change but such occupation shall be 'subject in all other respects to the terms and conditions' of the agreement. One of these conditions is contained in clause 30 of the general conditions, which required the defendant to execute the deed of suretyship in which he remains liable for any amounts owed by Thumbnail, including those following upon expiry of the fixed period. I am accordingly of the view that the defendant has failed to raise a triable issue in respect of this defence as well.

Costs

[33] Of the four defences raised, only one raises a triable issue, but it took up most of the time in argument and is clearly important to the parties. Rather than burden the trial court with having to determine the costs of this application it seems to me

that in all the circumstances the appropriate costs order to make is the one that follows.

[34] **The following order is made:**

- 1. The application for summary judgment is refused;**
- 2. The defendant is granted leave to defend; and**
- 3. Each party will pay their own costs incurred in this application.**

J I CLOETE

Judge of the High Court

Appearances:

Counsel for Applicant / Plaintiff	Adv Jean Bence
Instructed by	PPM Attorneys (P McEnery)
Respondent / Defendant:	Appeared In person