



(1) Reportable: Yes/NO
(2) Of interest to other Judges: Yes/No
(3) Revised

Signature

Date

THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Not Reportable
Case No: JS422/23

In the matter between:

ZELMARI KLOPPERS

Applicant

and

@SOLD PROPERTIES CC

Respondent

Heard: 31 July 2025 and 1 August 2025

Delivered: 10 December 2025

JUDGMENT

ERASMUS, AJ

Introduction

[1] This matter came before Court as a claim in terms of section 158(1)(a) of the Labour Relations Act¹ (LRA), read with sections 77(3) and 77A(e) and (g) of the Basic Conditions of Employment Act² (BCEA).

[2] It is a claim for the payment of accrued leave pay. In its response to the statement of claim, the Defendant stated that the claim in respect of the leave pay had formed part and parcel of the claim of unfair dismissal, which had

¹ Act 66 of 1995, as amended.

² Act 75 of 1997, as amended.

been settled at the CCMA, alternatively that the leave could not have accrued for more than six months after the end of the leave cycle.

- [3] The matter was set down before me for trial on 31 July and 1 August 2025, where the Plaintiff sought an order declaring that the claim in respect of leave pay had not been settled and that the Defendant be ordered to pay the accrued leave due.

Background facts

- [4] The following facts are common cause between the parties:

- 4.1 The Plaintiff was employed by the Defendant in March 2009.
- 4.2 The Defendant undertook a retrenchment exercise during September 2022, resulting in the Plaintiff's dismissal for operational requirements on 30 November 2022.
- 4.3 At the time of the Plaintiff's dismissal, she earned a gross salary of R69,309.64 per month.
- 4.4 The Plaintiff was paid a retrenchment package, which included payment in respect of 18.83 accrued leave days.
- 4.5 The Plaintiff referred a dispute to the CCMA on 1 December 2022, alleging unfair dismissal based on operational requirements.
- 4.6 The matter was enrolled for arbitration at the CCMA in Lephalale on 28 February 2023, but was not arbitrated as the parties had entered into a settlement agreement at the CCMA on that day.
- 4.7 The Plaintiff claims payment of an additional 53.4 leave days amounting to R175,018.37, which claim the Defendant disputes.

Issues for determination

- [5] The Court is required to determine whether:

- 5.1 The leave pay dispute has been settled, and with it, whether the settlement agreement signed at the CCMA constitutes the entire agreement between the parties, in full and final settlement.
- 5.2 If the claim in respect of leave pay has not been settled by means of the settlement agreement signed at the CCMA, whether the Plaintiff is entitled to payment in respect of her remaining accrued leave pay, either in contract or in statute.

Interpretation of contracts

[6] In *University of Johannesburg v Auckland Park Theological Seminary and another*³, the Constitutional Court held that:

[66] The approach in *Endumeni* “updated” the previous position, which was that context could be resorted to if there was ambiguity or lack of clarity in the text. The Supreme Court of Appeal has explicitly pointed out in cases subsequent to *Endumeni* that context and purpose must be taken into account as a matter of course, whether or not the words used in the contract are ambiguous. A court interpreting a contract has to, from the onset, consider the contract’s factual matrix, its purpose, the circumstances leading up to its conclusion, and the knowledge at the time of those who negotiated and produced the contract.

[67] This means that parties will invariably have to adduce evidence to establish the context and purpose of the relevant contractual provisions. That evidence could include the pre-contractual exchanges between the parties leading up to the conclusion of the contract and evidence of the context in which a contract was concluded. As the Supreme Court of Appeal held in *Novartis*:

“This court has consistently held, for many decades, that the interpretative process is one of ascertaining the intention of the parties – what they meant to achieve. And in doing that, the court must consider all the circumstances surrounding the contract to determine what their intention was in concluding it... A court must examine all the facts – the context – in order

³ 2021 (6) SA 1 (CC).

to determine what the parties intended. And it must do that whether or not the words of the contract are ambiguous or lack clarity. Words without context mean nothing.”

[7] The Supreme Court of Appeal in *Capitec Bank Holdings Ltd and Another v Coral Lagoon Investments 194 (Pty) Ltd and Others*⁴ held that how the parties to an agreement conducted themselves after the conclusion of the agreement may have some relevance for the purpose of deciding upon the meaning of a provision in an agreement.

[8] I now turn to the settlement agreement and thereafter to the employment contract and leave pay.

Settlement agreement

[9] The Plaintiff referred an unfair dismissal dispute to the CCMA in Lephalale. She did not include a claim in respect of leave pay in her referral to the CCMA, and the outcome required was for reinstatement and/or compensation to be awarded to her.

[10] The parties entered into negotiations on the day of the arbitration, which culminated in a settlement agreement. The settlement agreement was a standard pre-printed settlement agreement used by the CCMA when parties reach a settlement at the CCMA. It provides various options which are to be populated by the parties or deleted according to the particular circumstances of each case. As was the case here, the Commissioner usually completes the settlement agreement as per his understanding of the terms of the settlement agreement reached, whereafter parties are given an opportunity to read and append their signatures to the agreement.

[11] For the sake of completeness, I deem it prudent to capture the clauses of the settlement agreement relevant to these proceedings hereinbelow:

‘The undersigned parties record the settlement of their dispute in the following terms. By signing this agreement, the parties acknowledge that the agreement was read to them and interpreted (where necessary) and that they understand the content hereof.

⁴ 2022 (1) SA 100 (SCA).

This agreement is in full and final settlement of the dispute referred to the CCMA as well as in full and final settlement of all statutory payments due to the applicant as reflected at paragraph 5 of this agreement (where no statutory payments are due and owing to the applicant it shall be specified at paragraph 6 of the agreement).

1. ☐ REINSTATEMENT

1.1 ...

2. ☐ RE-EMPLOYMENT

2.1 ...

3. ☐ MONETARY SETTLEMENT

3.1 The respondent agrees to pay the applicant the amount of R..... by no later than (date)

3.2 The amount in paragraph 3.1 is inclusive of statutory payments due to the applicant unless specifically excluded in terms of paragraph 6 below.

3.3 In the event that the parties agree to settle the amount in installments, the following plan is agreed with the specific understanding that the entire amount will become due and payable to the applicant on the first payment date if the respondent fails to meet its obligations to pay the applicant the specified amount on any date set out hereunder:

R..... On R..... On

R..... On R..... On

3.4 Method of payment

...

4. AGREEMENT ARISING OUT OF NMWA, BCEA AND WRITTEN UNDERTAKINGS OR COMPLAINT ORDERS

....

5. BREAKDOWN OF THE AMOUNT REFLECTED AT PARAGRAPH 3.1

The amount reflected at paragraph 3.1 above is inclusive of statutory payments as reflected below.

☐ Outstanding wages / salary R.....

☐ Severance pay R.....

☐ Notice pay R.....

☐ Leave pay R.....

☐ Overtime R.....

☐ Other (please specify) R.....

.....

6. ☐ EXCLUSION OF STATUTORY PAYMENTS

☐ The parties agree that there are no statutory payments due and owing to the applicant.

☐ A dispute about statutory payments is already before the Department of Employment and Labour under the following reference number:.....

☐ A Compliance Order has been issued by the Department of Employment and Labour under the following reference number:.....

7. ☐ OTHER

.....

8. No variation of this agreement shall be legally binding unless reduced to writing and signed by the parties.

9. The parties consent to this agreement being made an arbitration award in terms of s142A(1) of the Labour Relations Act.

10. The parties agree that in terms of non-compliance with this agreement, the party defaulting will pay the full costs incurred by the other party in enforcing this agreement.' (Own emphasis added)

[12] The numbered paragraphs 1, 2, 4 and 5 of the agreement and their subparagraphs were struck by means of a line drawn through them. Numbered paragraph 3 was selected with an "X" and the amount of "140 000,00 (ex

gratia)” was inserted together with the payment terms. No markings or details were inserted at numbered paragraphs 6 or 7.

- [13] The first unnumbered paragraph of the settlement agreement confirms that the agreement is in settlement of both the dispute referred to the CCMA, as well as the statutory payments due to the Plaintiff, as reflected at paragraph 5 of the agreement and where no statutory payments are due and owing to the Plaintiff, it shall be specified at paragraph 6 of the agreement.
- [14] Paragraph number 5 of the agreement has been struck through and does not show any amount or detail in respect of leave pay. The unnumbered paragraph, read with paragraph 5, therefore indicates that the payment made in settlement does not include payment in respect of leave pay. If one reads paragraph 6 with the unnumbered paragraph, it clearly states that paragraph 6 must indicate if no statutory monies are due. Two of the three options under paragraph 6 relate to disputes regarding statutory monies pending at the Department of Labour. The other option is to be marked to indicate that the parties agree that no statutory payments are due and owing.
- [15] Paragraph 3.2, however, contains an anomaly when read with the remainder of the clauses in that, contrary to the above, it states that the amount payable is inclusive of statutory payments unless specifically excluded in paragraph 6.
- [16] This takes us back to paragraph 6 of the agreement, which provides three options, two of which confirm that disputes pending at the Department of Labour can be excluded by means of ticking those boxes and inserting the reference numbers. The third option, however, does not provide for a recordal of what statutory monies of due and is therefore excluded. It simply provides for a situation whereby it is confirmed that no monies are due and owing.
- [17] The sensible manner to therefore read the paragraph which has not been selected to show that no monies are due and owing, is to read it with the unnumbered paragraph and paragraph 5. The unnumbered paragraph is clear that the settlement only includes the statutory payments reflected at paragraph 5, and where paragraph 6 does not indicate that any statutory payments are due and owing. In addition thereto, paragraph 5 in itself

provides for an indication whether leave pay or other claims are included in the settlement payment stipulated at paragraph 3.1, and there is no such indication that leave pay is included in the settlement amount.

[18] Furthermore, despite the Plaintiff clearly asserting that a substantial amount of leave pay is due to her, no such claim was included in the referral to the CCMA, which is a further indication that the parties did not intend to include the leave pay in the settlement agreement.

[19] Last but not least, no explanation has been provided as to why the Plaintiff would have settled both her unfair dismissal claim, as well as her leave pay claim, for an amount less than what she contended was due in terms of the leave pay in itself.

[20] On a consideration of all the factors, I cannot find that the Plaintiff's claim in respect of leave pay was also settled by the agreement concluded at the CCMA.

Accrual of leave pay

[21] The Plaintiff's employment contract is in Afrikaans and provides as follows:

'5. VERLOF

5.1 Die WERKNEMER is geregtig op een en twintig (21) werksdae verlof per voltooide jaar met dien verstande dat alle verlof soos deur die WERKNEMER geneem deur die jaar afgetrek sal word van bogenoemde vasstelling. Vir elke diensjaar voltooi is die WERKNEMER geregtig op 'n addisionele dag verlof.

5.2 Die WERKNEMER sal skriftelik aansoek doen om jaarlikse verlof, voor sodanige verlof 'n aanvang neem, en sal sodanige verlof geneem word in oorleg met die WERKGEWER, in besonder the WERKGEWER se bedryfsbehoefte.

[22] The relevant portions, loosely translated, state that the Plaintiff was entitled to 21 working days' leave per completed year, with the Plaintiff being entitled to an additional day's leave per year for every year's completed service with the

Defendant. Leave taken during the year would be subtracted from the leave entitlement, and leave is to be taken in consultation with the Defendant, with reference to the employer's operational requirements.

[23] The agreement also has a clause providing that the agreement constitutes the entire agreement between the parties and that no amendment to its terms would be valid unless captured in writing and signed by both parties. Apart from these clauses, there is no indication to be found in the agreement which could assist the Court in determining the matter.

[24] Due to the Plaintiff having been entitled to an extra day's leave for every year's completed service, the Plaintiff's annual entitlement to leave over the years was as follows from March of every year:

9.1 2010: 22 working days

9.2 2011: 23 working days

9.3 2012: 24 working days

9.4 2013: 25 working days

9.5 2014: 26 working days

9.6 2015: 27 working days

9.7 2016: 28 working days

9.8 2017: 29 working days

9.9 2018: 30 working days

9.10 2019: 31 working days

9.11 2020: 32 working days

9.12 2021: 33 working days

9.13 2022: 34 working days

- [25] The Plaintiff worked as the Defendant's Manager, and her duties included Financial and HR Management. She reported to the owner and principal of the Defendant, Ms Arona Rossouw. Her HR duties included issuing warnings, capturing leave, including annual leave and sick leave. When employees took leave, they would complete a leave form, and she would capture same, including her own, on an Excel spreadsheet.
- [26] The Plaintiff contended that she took leave and carried leave over, which can be summarised as follows in table format:

Period	Entitlement	Number of days taken	Days carried over	Accumulative days
1 March 2009 to 28 February 2010	21	16	5	5
1 March 2010 to 28 February 2011	22	15	7	12
1 March 2011 to 28 February 2012	23	24	-1	11
1 March 2012 to 28 February 2013	24	27	-3	8
1 March 2013 to 28 February 2014	25	20.5	4.5	12.5
1 March 2014 to 28 February 2015	26	30.5	-4.5	8
1 March 2015 to 28 February 2016	27	28	-1	7
1 March 2016 to 28 February 2017	28	22	6	13
1 March 2017 to 28 February 2018	29	23	6	19
1 March 2018 to 28 February 2019	30	24	6	25
1 March 2019 to 28 February 2020	31	25	6	31
1 March 2020 to 28 February 2021	32	24	8	39
1 March 2021 to 28 February 2022	33	22	11	50
1 March 2022 to 30 November 2022	$34 \div 12 = 2.8333333$ $\times 9 \text{ months}$ $= 25.5$	1	24.5	74.5
Total number of leave days not taken				74.5
Less number of days' leave pay paid upon retrenchment				18.83
Equals balance accrued				55.67

[27] The Plaintiff's calculations, however, differed from that of the Court in that she indicated that the total number of leave days not taken was 73.5 and that she was owed 53.4 days after her retrenchment. The difference in calculations appears to stem from the last incomplete cycle.

[28] Section 20 of the BCEA regulates annual leave in terms of the BCEA, also known as statutory leave, and provides as follows:

'Annual leave –

- (1) In this Chapter, "annual leave cycle" means the period of 12 months' employment with the same employer immediately following –
 - (a) an employee's commencement of employment; or
 - (b) the completion of that employee's prior leave cycle.
- (2) An employer must grant an employee at least –
 - (a) 21 consecutive days' annual leave on full remuneration in respect of each annual leave cycle; or
 - (b) by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
 - (c) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid.
- (3) An employee is entitled to take leave accumulated in an annual leave cycle in terms of subsection (2) on consecutive days.
- (4) An employer must grant annual leave not later than six months after the end of the annual leave cycle.
- (5) An employer may not require or permit an employee to take annual leave during –

- (a) any other period of leave to which the employee is entitled in terms of this Chapter; or
 - (b) any period of notice of termination of employment.
- (6) Despite subsection (5), an employer must permit an employee, at the employee's written request, to take leave during a period of unpaid leave.
- (7) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full remuneration granted to the employee at the employee's request in that leave cycle.
- (8) An employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.
- (9) An employer may not require or permit an employee to work for the employer during any period of annual leave.
- (10) Annual leave must be taken –
 - (a) in accordance with an agreement between the employer and employee; or
 - (b) if there is no agreement in terms of paragraph (a), at a time determined by the employer in accordance with this section.
- (11) An employer may not pay an employee instead of granting paid leave in terms of this section except-
 - (a) on termination of employment; and
 - (b) in accordance with section 40 (b) and (c).'

[29] In terms of the BCEA, the Plaintiff was entitled to 15 working days' statutory leave per leave cycle.

- [30] From the table above, it is clear that the Plaintiff exhausted her statutory leave entitlement every year, with the exception of the last incomplete cycle, and has most years also used additional leave from her non-statutory or contractual entitlement.
- [31] This brings us to the question of whether the non-statutory leave could accrue and to what extent.
- [32] The Plaintiff testified that any leave not taken would roll over to the following year. There was, however, no policy or manual which regulated leave entitlement. The Defendant's accountants asked her to provide them with the leave records and calculations in respect of all the Defendant's employees at the time when she heard about the possibility of retrenchment. She was told to provide the calculations from 'start to end'. The Plaintiff provided these records, which she kept on Excel, including the records in respect of herself. A copy of her own record was presented to Court and had clearly set out the number of days as well as the dates on which the Plaintiff had taken leave over the years. It also showed the calculations of how many days were due, taken and accrued annually.
- [33] She explained that there was no mention in her employment contract of accrual or forfeiture of leave, and no discussions were held in this regard either. She confirmed that during the cycle for the period 1 March 2014 to 28 February 2015, she took 30.5 days' leave, which was in excess of the annual entitlement that year of 26 days, and she was not taken to task for taking more days than her entitlement.
- [34] During cross-examination, the Plaintiff insisted that her leave accrued despite her contract of employment not providing for such accrual and there being nothing in writing that confirms that accrual may take place. She explained that leave forms were completed by all staff, including herself, which forms were given to Ms Rossouw and from which she would then subsequently capture the leave taken. She would send her own leave forms to Ms Rossouw. Ms Rossouw knew who had taken leave and when.

- [35] During the part of her employment when she worked from home, the forms would be sent to Ms Rossouw. A leave form would be completed in respect of each and every period of leave taken. She indicated that her Excel sheets also showed that another employee by the name of Carmen had rolled over leave that was not depleted. The document was, however, not placed before Court as it was on the laptop that had been returned to the Defendant. Upon termination of her employment, she had sent a box of documents back to the Defendant, together with her laptop, which she disputed wiping before sending it back.
- [36] She further stated during cross-examination that although she did not initially receive payslips, she did later in her employment receive them from the Defendant's accountants. The payslips did, however, not reflect annual leave. The issue of rolling excess leave entitlement over was never discussed, but it was also never questioned.
- [37] Ms Rossouw, who is the Defendant's owner and Principal, confirmed the employment contract and that it did not deal with the accrual of leave. She also confirmed that it was the Plaintiff's role to attend to all HR related matters, including leave pay, in addition to her other functions. She explained the leave process to be that the employees would send the leave forms to the Plaintiff, who would then capture and forward the details to the accountants who did the payslips. No employees were paid out any accumulated leave. The laptop used by the Plaintiff had been wiped clean upon its return, and she had to engage a specialist to retrieve the data from the laptop.
- [38] During cross-examination, Ms Rossouw conceded that the employment contract also does not provide that any leave not taken will be forfeited. It does, however, state that leave that has been taken will be deducted. She confirmed that no policy existed regarding leave. She said that a discussion was held at the office, which was attended by the Plaintiff and that the Plaintiff had to tell the staff that leave could not accrue. This version was, however, not put to the Plaintiff when she testified. Ms Rossouw stated that the Plaintiff was responsible for HR. She did not dispute that, over the Plaintiff's total employment period, she was entitled to an additional 175 days' annual leave.

Despite having had sight of the Plaintiff's calculations on the Excel sheet prior to the Plaintiff's retrenchment, she did not confront her about those calculations. She also did not produce evidence that would gainsay the Plaintiff's version of calculations. She could not explain how the Defendant calculated the leave entitlement of 18.83 days that the Defendant had paid out to the Plaintiff and stated that she had relied on the calculations of the accountants.

[39] She further confirmed during cross-examination that the Plaintiff reported to her, that she knew what the Plaintiff was doing in terms of work, and she knew when the Plaintiff had taken leave or was working. She could not dispute that the Plaintiff took 30.5 days' leave in the 2014/2015 cycle, which was in excess of her annual entitlement. She never guided or trained the Plaintiff with regard to leave capturing during her 14 years of employment. She did not ensure that employees did not take more leave than their entitlement and left it to the Plaintiff to manage. In response to it being put to her that it was part of her (Ms Rossouw's) duties to control who took leave and who had leave remaining, she stated that it 'could be'. She stated that she trusted the Plaintiff and that the Plaintiff was appointed to handle the leave. She also confirmed that all the employees who were employed during the period between 2009 and 2012 were entitled to 21 working days leave per year, plus an additional day per year for every year thereafter. This position, however, changed with respect to new employees when the employment contract was changed in 2012.

[40] The Plaintiff reported to Ms Rossouw, who conceded to being aware whether the Plaintiff was on leave or not. The Defendant, being the employer, has an obligation to keep records in respect of their employees. This obligation rings true in respect of the Plaintiff as well. Ms Rossouw, being aware of the leave that was being taken by the Plaintiff, would have known that leave in excess of the entitlement for a particular year was being taken. This could only happen if the Plaintiff was entitled to accrue leave.

[41] The Plaintiff's employment contract provided her with very generous leave. The Defendant knew the leave provisions were generous to the extent that

the contracts of employees who joined later provided for the bare minimum number of leave days. The Defendant was therefore aware of the position it had created with regard to leave and, despite that, allowed leave to accrue and made no attempt to place a cap or any form of restriction on the accrual or forfeiture thereof.

[42] Ms Rossouw's belated statement during cross-examination that there had been a discussion at the office at some stage which was attended by the Plaintiff and during which the Plaintiff was told to inform the employees that they cannot accrue annual leave, in circumstances where no reference was made to same in her own evidence in chief and without such version having been put to the Plaintiff, is not accepted. It also flies in the face of Ms Rossouw's earlier statement that leave days did not accrue as employees forfeit their leave not taken within six months after the end of the cycle according to 'common law'.

[43] The position with regard to leave pay is, however, regulated by the BCEA, which has been interpreted by several cases, setting out two different positions insofar as the accrual of leave pay in terms of the BCEA is concerned, albeit that position in favour of forfeiture of leave has been more readily accepted.⁵ Section 19(2) of the BCEA, however, provides that Chapter three of the BCEA, which deals with leave, does not apply to leave granted to an employee in excess of the employee's entitlement in terms of the chapter, unless an agreement provides otherwise. There is no provision in the employment agreement which makes the provisions of the BCEA applicable to it.

[44] Ms Rossouw, on behalf of the Defendant, knew that leave in excess of the minimum stipulated in the BCEA was granted to the Plaintiff and some other employees, and she left it to the Plaintiff to regulate it on behalf of the Defendant, without any instructions with regards to accrual or forfeiture.

⁵ *Jardine v Tongaat-Hulett Sugar Ltd* [2003] 7 BLLR 717 (LC), *Jooste v Kohler Packaging Ltd* (2004) 25 ILJ 121 (LC), *Ludick v Rural Maintenance (Pty) Ltd* [2014] 2 BLLR 178 (LC), *Misra v Ithala Ltd* (D1074/12) [2014] ZALCD 64 (19 November 2014).

- [45] As a result, the Plaintiff provided for the accrual of her own leave, as well as that of other employees. At no point did Ms Rossouw verify that leave was being dealt with in terms of what she alleged the position was.
- [46] The Plaintiff's testimony that the Defendant's accountants asked her to provide them with the leave records and calculations in respect of all the Defendant's employees at the time when she heard about the possibility of retrenchment, and that she was told to provide the calculations from 'start to end', was not challenged. This begs the question of why the records from start to end would be requested if the only relevant period was the last incomplete leave cycle due to the leave allegedly being forfeited six months after the end of the previous cycle. The previous leave cycle ended at the end of February 2022, and any leave in respect thereof would have been forfeited by the end of August 2022, had the Defendant genuinely believed that leave not taken within six months is forfeited. On the Defendant's version, the only relevant period would therefore have been the last incomplete cycle of 1 March 2022 to 30 November 2022. Yet it requested all calculations from start to end.
- [47] Ultimately, the Plaintiff was paid 18.83 days' leave, which is less than even the entitlement during the last incomplete leave cycle, as the Plaintiff was entitled to 24.5 leave days during the last cycle and had taken only one day. The Defendant's only witness, Ms Rossouw, could not provide any explanation regarding how the amount of 18.83 was arrived at.
- [48] As a result, I find that the Plaintiff has discharged her onus to prove her entitlement to payment in respect of all leave accrued by her from the inception of her employment until termination, capped at the amount as claimed by the Plaintiff.

Costs

- [49] The Plaintiff conceded that the Court has a discretion to award costs. I do not believe that this is a matter where costs should follow the result.
- [50] In the premises, the following order is made:

Order

1. The dispute relating to the Plaintiff's leave pay has not been settled by means of the settlement agreement concluded on 28 February 2023.
2. The Defendant is ordered to pay the Plaintiff an amount of R175 018.37 in respect of leave pay accrued.
3. There is no order as to costs.

L. Erasmus

Acting Judge of the Labour Court of South Africa

Appearances:

For the Plaintiff:	Adv DJ Groenewald
Instructed by:	Cronje, De Waal Skhosana Inc.
For the Defendant:	Adv WJ van Wyk
Instructed by:	Maree Attorneys

LABOUR COURT