

**IN THE LABOUR COURT OF SOUTH AFRICA
HELD AT CAPE TOWN**

REPORTABLE

CASE NO.: 1140/2002

In the matter between:

D J MALAN

Applicant

and

COMMISSIONER BULBRING, N.O.

First Respondent

**COMMISSION FOR CONCILIATION, MEDIATION
AND ARBITRATION**

Second Respondent

SAAPAWU obo LINDEMAN

Third Respondent

JUDGMENT

MURPHY, AJ

1. This is an unopposed application in terms of section 145 of the Labour Relations Act 66 of 1995 ("the LRA") for the review and setting aside of the arbitration award made by the First Respondent (a commissioner of the CCMA) on 18 July 2002. The First Respondent found the Applicant's dismissal of Mr J Lindeman ("Lindeman") on 7 December 2001 to have been substantively unfair, and ordered the Applicant to reinstate Lindeman and to pay him compensation in the amount of R2 632.
2. Unfortunately, it has not been possible to produce a written transcript of the arbitration

proceedings before the CCMA. The Second Respondent, pursuant to its obligations under rule 7A, produced three audio tapes supposedly containing a recording of the proceedings. However, it later transpired that these tapes were blank. First Respondent cannot explain how this occurred, but presumably there must have been a fault with the recording equipment. The record does however contain First Respondent's handwritten notes of the proceedings and the documentary evidence handed in at the arbitration. Normally a defect of this kind would require the matter to be remitted to the CCMA to be heard *de novo*. However, Mr *Janisch*, counsel for the Applicant, has submitted, correctly in my view, that the "loss" of the oral evidence in this matter is not of too great a significance. The material facts relevant to the review are common cause and the review is based upon factual and legal issues that appear adequately from the award itself. As it is possible to determine the review on the basis of the documents in the record, no adverse consequences follow the fact that a substantial portion of the record has not been reconstructed.

3. The material facts in this matter are uncontroversial and, in the main, are common cause.
4. The Applicant conducts business as a grape and fruit farmer in Huguenot, Western Cape. He employed Lindeman as a general labourer on 16 July 1998. Upon entering into the Applicant's service, Lindeman signed a service agreement, which stated the following in its opening paragraph:

"OOREENKOMS van DIENS aangegaan tussen eersgenoemde, hierna genoem die WERKGEWER, D J MALAN, en laasgenoemde, hierna genoem die WERKNEMER Japie Lindeman ... volgens die bepalinge soos ooreengekom in hierdie kontrak.

Die volgende voorwaardes sal geldig en bindend wees vir beide Werkgewer en Werknemer na ondertekening van die bepalinge soos ooreengekom in die kontrak deur beide partye.”

Clause 6 of the service agreement provided as follows:

“6. Behuising

- 6.1 Gratis behuising sal nie aan werknemers verskaf word nie.
- 6.2 Behuising word teen 'n nominale huur van R301.00 maand of R70.00 p. week beskikbaar gestel aan werknemers.
- 6.3 Sien behuisingsreëls en –regulasies aangeheg.
- 6.4 Sien huurkontrak aangeheg as Addendum G.”

5. The “*behuisingsreëls en –regulasies*” referred to in the service contract were contained in the “*Personeelbeleid*”, which incorporated the Applicant’s disciplinary code. One of the Category “C” offences in the Code is “*Misbruik van voorregte*” (abuse of privileges).
6. The parties also entered into a lease agreement in relation to the house in which Lindeman was to be accommodated. Included in the terms of the “*Personeelbeleid*” are stipulations that the house may not be overcrowded, and that rent of R25 per week had to be paid for any non-studying persons over the age of 18 living in the house.
7. For the first few years it appeared that Lindeman complied with his obligations in terms of the lease. However, between March 2000 and November 2001, he repeatedly breached the rule and policy stipulations governing his entitlement to housing by allowing his two adult sons to live with him on the farm without paying rent. For this he was disciplined on six separate occasions. On each such occasion, Lindeman was charged with “*Misbruik*

van voorregte” and subjected to a disciplinary enquiry. In the first three instances he was given warnings for misconduct; on the fourth occasion in April 2001 he was dismissed on one month’s notice. In the same month, however, the Applicant decided to experiment with a more lenient housing policy, and this led to Lindeman’s re-employment during his notice period when the applicant chose to give him the benefit of the change in the farm’s policy on boarders. Upon his return to service, Lindeman on two further occasions (after the Applicant had decided to reverse its shift in policy and to revert to the original policy and reinstate the rule) again breached the housing rule. On the first occasion he was given a final written warning. On the second occasion, in December 2001, he was finally dismissed.

8. On 4 January 2002, the Third Respondent referred an unfair dismissal dispute on behalf of Lindeman to the CCMA. The dispute was not resolved at conciliation and was subsequently referred to arbitration. It was accepted at the arbitration that Lindeman was aware of the rule regarding rental, having had it explained to him (at least) at his prior disciplinary enquiries. There was also evidence of the rule having been explained to him by the farm manager, Mr Van Vuuren, and in various communications. Moreover, it has never been in issue that Lindeman failed to pay rental in respect of his adult sons, and further that this was in contravention of the relevant provisions of the “*Personeelbeleid*”. Instead Lindeman took the view that the rule and policy unjustifiably infringed his constitutional right to a family life.
9. The First Respondent handed down her award on 18 July 2002, but for some unexplained reason it was only sent to the Applicant on 22 October 2002. Central to the award is her

finding that Lindeman's breach of the housing rules was not misconduct as it did not constitute a breach of a rule of employment. In this regard she said:

"Lindeman's breach of the housing rules and his refusal to pay rent for his major sons is not a breach of the employment contract. It is not a term of the employment contract that Lindeman pay rent for his sons, it is rather a term of the lease agreement that Lindeman has with Malan. Simply because the "rule" is referred to the employment contract....does not mean that it is a condition of employment. It is not directly related to his employment but rather related to the rights and duties of occupiers and owners of land.....This is a dispute that needs to be considered by the bodies and courts that are named in ESTA (the Extension of Security of Tenure Act 62 of 1997)It is ESTA that regulates the provisions of tenancy. The CCMA does not have the power to make determinations in terms of that Act.Given the aforesaid Lindeman's breach of this rule requiring him to pay rent for his major sons is not misconduct. Lindeman has not breached a rule of employment and the farm did not have a substantive reason to dismiss Lindeman. There was no misconduct,, incapacity or operational requirement necessitating Lindeman's dismissal.

10. Accordingly she found the dismissal to be substantively unfair and ordered reinstatement and the payment of back pay.

11. The First Respondent, as appears from her reasoning, reached her conclusion by finding that the rule regarding paying rental for major children was a term of the lease, and not a term of the employment contract, and further that it was not directly related to Lindeman's employment. Moreover, she categorized the dispute and the issues pertaining to Lindeman's claim to a constitutional right to family life as disputes about tenancy, properly dealt with under ESTA and in respect of which the CCMA does not have jurisdiction to

make determinations. In the final analysis, she also concluded that the employer's claim to be entitled to terminate the lease because of the breach, and on that basis also to terminate employment was not acceptable. In her view it was not competent for an employer to make the lease a term of the employment contract and rely upon it to terminate the employment contract, as this would frustrate the provisions of ESTA and deprive farm employees of the protection of ESTA. She reiterated her conclusion in stating that ESTA provides measures to facilitate disputes in respect of housing arrangements and agreements, and that the dispute about Lindeman's failure to pay rental should have been dealt with by either the Magistrate's Court or the Land Claims Court in terms of ESTA, which court would be will be obliged to decide whether Lindeman ought to pay rent or vacate the house, and that it was not for the CCMA to decide on those issues.

12. Mr *Janisch* submitted that the various legal and factual conclusions reached by the First Respondent are based upon fundamental errors and misdirections of fact and law, to such an extent that the Applicant has been deprived of a fair hearing. In particular, the Applicant contends that the award is defective in that it is based upon an erroneous and unreasonable application of the relevant legal principles and an erroneous finding that a contravention of the housing rules cannot give rise to disciplinary steps against an employee. As such, it was contended, that the award is not rationally justifiable and constitutes an irregularity as envisaged in section 145 of the LRA.

13. An arbitration award may be set aside on review in terms of section 145 of the LRA when it is vitiated by one or more of the following defects:

- “(a) that the commissioner—
- i) committed misconduct in relation to the duties of a commissioner as an arbitrator;
 - ii) committed a gross irregularity in the conduct of the arbitration proceedings; or
 - iii) exceeded the commissioner’s powers; or
- (b) that an award has been improperly obtained.”

14. Accordingly, an award is reviewable where an arbitrator misconstrues the nature of the dispute such as to prevent a fair trial of the issues before him or her. In regard to what constitutes a gross irregularity, the Labour Appeal Court has said:

“[Counsel for the appellant] submitted that a reasoning process can be so flawed and conclusions be drawn which are so unsound that such constitutes a gross irregularity. Schreiner J, as he then was, stated the following in *Goldfields Investment Ltd and another v City Council of Johannesburg and another* 1938 TPD 551 at page 560:

“It seems to me that gross irregularities fall broadly into two classes, those that take place openly, as part of the conduct of the trial – they might be called patent irregularities – and those that take place inside the mind of the judicial officer, which are only ascertainable from the reasons given by him and which might be called latent ... Neither in the case of latent nor in the case of patent irregularities need there be any intentional arbitrariness of conduct or any conscious denial of justice ... The crucial question is whether it prevented a fair trial of the issue. If it did prevent a fair trial of the issues then it will amount to a gross irregularity. In matters relating to the merits the magistrate may err by taking a wrong one of several possible views or he may err by mistaking or misunderstanding the point in issue. In the latter case it may be said that he is in a sense failing to address his mind to the true point to be decided and therefore failing to afford the parties a fair trial. But that is not necessarily the case. Where the point relates only to the merits of the case, it would be straining the language to describe it as a gross irregularity or a denial of a fair trial. One would say the magistrate has decided the case fairly but has gone wrong on the law. But if the mistake leads to the court’s not merely missing or misunderstanding a point of law on the merits, but to its misconceiving the whole nature of the enquiry, or of its duties in connection therewith, then it is in accordance with the ordinary use of language to say that the losing party has not had a fair trial.”

Toyota South Africa Motors (Pty) Limited v Radebe and others (2000) 21 ILJ 340 (LAC) at 351F-352A

15. The above reasoning applies equally to errors or misdirections of fact and law. Likewise, an award may be vitiated by a gross irregularity either where the commissioner commits so many misdirections that cumulatively they add up to a failure of justice (*Mathews v Hutchinson & others* (1998) 19 ILJ 1512 (LC) at 1515E-F), or where there has been a single serious misdirection which is central or fundamental to the entire award (*Tedco Plastics (Pty) Limited v National Union of Metalworkers of SA & others* (2000) 21 ILJ 2710 (LC) at 2714I-J).

16. The rubric of an excess of the commissioner's powers in terms of section 145(a)(iii)) is the point of entry into the so-called "*rationality review grounds*". The Labour Appeal Court first held that where an award is not "*justifiable in relation to the reasons given for it*", the commissioner had acted outside the constitutional constraints to which he or she was subject and accordingly that the award is reviewable under section 145 - *Carephone v Marcus N.O and others* (1998) 19 ILJ 1425 (LAC) at 1432H-I; 1433I-1435F

17. The test in this regard was succinctly stated as follows:

"[I]s there a rational objective basis justifying the connection made by the administrative decision maker between the material properly available to him and the conclusion he or she eventually arrived at?"

18. While the direct link between "justifiability" and sub-paragraph (a)(iii) of section 145 has not

been stressed in subsequent cases, it is now beyond dispute that an arbitration award is reviewable under section 145 where the so-called *Carephone* grounds are present. The Labour Appeal Court has confirmed that rationality is a basic requirement of any exercise of public power; and that rationality is similar enough to “*justifiability*” in the sense understood in *Carephone* to allow the conclusion that *Carephone* remains good law - *Shoprite Checkers v Ramdaw N.O. and others* (2001) 22 ILJ 1603 (LAC) at 1613I-1614J; 1617C-F. Accordingly, an arbitration award may be reviewed under section 145 on the basis that the outcome is irrational or not justifiable on the basis of the reasons given for it.

19. The Labour Appeal Court has also held that an award is reviewable under section 145 on the basis of it not being “*justifiable*” where the difference between the conclusions of law or fact reached by the tribunal of first instance, and those drawn by the reviewing court, is so marked as to impinge upon the basic norm of the necessity of a fair trial. See *Adcock Ingram Critical Care v CCMA and others* (2001) 22 ILJ 1799 (LAC) at 1805E-H. That the “*justifiability*” criterion extends also to errors of law appears from the decision in *Freshmark (Pty) Ltd v Commission for Conciliation, Mediation and Arbitration* (2003) 24 ILJ 373 (LAC) at 386D-F. This Court has further held, on various occasions, that errors of law are reviewable under section 145 where they lead to injustice to a party. See *Purefresh Foods (Pty) Ltd v Dayal* (1999) 20 ILJ 1590 (LC) at 1596G-1597A; *Standard Bank of S A Ltd v CCMA & others* (1998) 19 ILJ 903 (LC) at 910H-I; and *Smithkline Beecham (Pty) Ltd v CCMA & others* (2000) 21 ILJ 988 (LC) at 996E, 999A-B. An error of law will lead to injustice to a party whenever it results in the arbitrator not dealing with, or ruling upon, aspects that are directly relevant to the proper determination of the dispute, or taking into

account wholly irrelevant considerations.

20. In the present case the First Respondent's finding that Lindeman's breach of the housing rules was not a breach of his employment contract, and so could not amount to misconduct, is mistaken in law and unjustifiable. Housing was provided to Lindeman and his family as a direct result of his employment by the Applicant. He obtained a right to dwell in the house precisely because he was employed, and for no other reason. He would never have occupied it in the first place had he not been so employed. Moreover, his right to housing was expressly dealt with in the employment contract, which referred expressly (in clause 6.3) to the housing rules (which themselves incorporated the obligation to pay for adult "lodgers"). Housing was thus clearly a part of the *quid pro quo* provided by the Applicant to its employees in reciprocation for their services, and was granted subject to certain rules which recognized that employees lived on the farm in accommodation owned by the Applicant, and sought to regulate their conduct while so accommodated in the interests of good order on the farm.

21. Furthermore, the disciplinary code specifically included as a recognized offence "*abuse of privileges*". Housing provided by an employer is clearly a privilege or benefit (it is provided "*teen 'n nominale huur*") and is described expressly in the housing rules as "*'n voorreg wat uitsluitlik deur die diskresie van Bestuur bepaal word*".

22. In any event, it stands to reason that in the farming sector (as in many other sectors), housing and accommodation are integrally connected with employment: employees live at

the workplace in accommodation made available to them by the employer. It thus necessarily falls within the employment context. Hence, it is hard to discover a rational link between the First Respondent's legal conclusion that the housing rules were not part of the employment contract and the material and evidence properly before her.

23. Once the First Respondent had decided that the housing rules were not a term of the employment contract, this mistake ended her enquiry into the substantive fairness of the dispute. This too was an error. The issue of whether conduct justifies termination of an employment contract requires an analysis of the conduct and its effect on the employment relationship. It is insufficient merely to consider the issue on narrow contractual lines. Section 188(1) provides that an employer may show, *inter alia*, that the reason for a dismissal is a fair reason "*related to the employee's conduct or capacity*". The LRA thus does not itself provide that dismissal may only occur when there has been a breach of the employment contract. The question is whether the dismissal is based on a fair reason that is related to the employee's conduct. This is more extensive than a narrow analysis of the terms of an employment contract. An employer may discipline an employee not only for conduct which occurs in the direct context of the workplace, but also for conduct occurring outside the workplace but which has a sufficient impact upon the employment relationship. In this regard, the previous Labour Appeal Court stated as follows

"Where misconduct does not fall within the express terms of a disciplinary code, the misconduct may still be of such a nature that the employer may nonetheless be entitled to discipline the employee. Likewise the fact that the misconduct complained of occurred away from the work-place would not necessarily preclude the employer from disciplining the employee in respect thereof. ... In our view the competence of

an employer to discipline an employee for misconduct not covered in a disciplinary code depends upon a multi-faceted factual enquiry. This enquiry would include but would not be limited to the nature of the misconduct, the nature of the work performed by the employee, the employer's size, the nature and size of the employer's work-force, the position which the employer occupies in the market place and its profile therein, the nature of the work or services performed by the employer, the relationship between the employee and the victim, the impact of the misconduct on the workforce as a whole, as well as on the relationship between employer and employee and the capacity of the employee to perform his job. At the end of the enquiry what would have to be determined is if the employee's misconduct 'had the effect of destroying, or of seriously damaging, the relationship of employer and employee between the parties.'

(Hoechst (Pty) Limited v CWIU (1993) 1 ILJ 1449(LAC) at 1459B-I):

24. The above reasoning is reflected in Item 7 of the Code of Good Practice on Dismissals (Schedule 8 to the LRA), which reads as follows:

"Any person who is determining whether a dismissal for misconduct is unfair should consider –

- (a) whether or not the employee contravened a rule or standard regulating *conduct in, or of relevance to, the workplace*; and
- (b) if a rule or standard was contravened, whether or not –
 - i) the rule was a valid or reasonable rule or standard;
 - ii) the employee was aware, or could reasonably be expected to have been aware of the rule or standard;
 - iii) the rule or standard has been consistently applied by the employer; and
 - iv) dismissal was an appropriate sanction for the contravention of the rule or standard." (emphasis added)

25. An arbitrator in a conduct-related dispute is thus called upon to analyse the conduct complained of, with a view to assessing not whether it narrowly constitutes the breach of a term of the employment contract, but whether it amounts to conduct in contravention of a rule or standard regulating conduct of relevance to the workplace. Attention must be paid to the employer's interest in that conduct, wherever and whenever it occurs. If an arbitrator fails to perform such an analysis, he or she does not apply the relevant legal principles, and so commits a fundamental error of law, which would typically deprive the employer party of a fair hearing.
26. Thus even had the First Respondent been correct in concluding that the housing rules did not form part of the employment contract, which was not the case, that ought not to have ended the enquiry. She was required to investigate whether the housing rules, even if not formally a part of the employment contract, were so closely connected to the employment relationship as to justify disciplinary consequences for their breach. Had she considered this issue, as she was obliged to do, the only rational conclusion, given the close connection between employment and housing, would have been that the breach of housing rules impacted substantially on the employment relationship and justified the taking of disciplinary action in an employment context. This conclusion is bolstered by the uncontroverted evidence that the presence of excessive numbers of persons (particularly unemployed persons) living on the Applicant's farm had a direct link to an increase in thefts perpetrated on the farm, and thus was directly linked to the Applicant's operational efficiency. The repeated breach of the rule by Lindeman thus clearly had the effect of seriously undermining the relationship of employer and employee between the parties.

27. The second pillar of the finding that this was not a matter involving employment-related misconduct but related to the application of ESTA is also flawed. The Applicant's case throughout was based upon Lindeman having committed employment-related misconduct. It was only as a consequence of Lindeman's employment having been terminated for misconduct that the Applicant proceeded to give him notice to vacate the house. Accordingly, the First Respondent's finding that this was in reality an eviction dispute is not only incorrect, but also irrational, further justifying the setting aside of the award on review.

28. ESTA applies to occupiers predominantly on rural land. It contains provisions aimed at regulating the conditions of residence of such occupiers (e.g. section 6) as well as provisions regulating the termination of rights of residence and eviction (Chapter IV). The primary focus of ESTA is the question of eviction. It makes special provision for the relationship between termination of employment and eviction, as follows:

"8 (2) The right of residence of an occupier who is an employee and whose right of residence arises solely from an employment agreement, may be terminated if the occupier resigns from employment or is dismissed in accordance with the provisions of the Labour Relations Act.

(3) Any dispute over whether an occupier's employment has terminated as contemplated in subsection (2) shall be dealt with in accordance with the provisions of the Labour Relations Act, and the termination shall take effect when any dispute over the termination has been determined in accordance with that Act."

29. Also relevant to the present dispute are the provisions of section 6, the relevant portions of which read as follows:

“(1) Subject to the provisions of this Act, an occupier shall have the right to reside on and use the land on which he or she resided and which he or she used on or after 4 February 1997, and to have access to such services as had been agreed upon with the owner or person in charge, whether expressly or tacitly.

(2) Without prejudice to the generality of the provisions of section 6 and subsection (1), and balanced with the rights of the owner or person in charge, an occupier shall have the right –

- (a) to security of tenure;
- (b) ...
- (c) ...
- (d) to family life in accordance with the culture of that family: Provided that this right shall not apply in respect of single sex accommodation provided in hostels erected before 4 February 1997;
- (e) ...

30. A right of residence arising solely as a result of employment may thus be terminated as long as the employee is dismissed in terms of the LRA. A dispute about dismissal must thus first be dealt with in terms of the LRA before the CCMA and if need be the Labour Court on review. It was therefore not open to the First Respondent in effect to refuse to entertain a dismissal dispute on the grounds that some other court would ultimately be required to determine the eviction dispute. The issue of the validity and fairness of Lindeman’s dismissal could not have been determined in any forum other than the CCMA.

31. It appears from the award that Lindeman’s “defence” drew upon section 6(2) of ESTA which grants occupiers the “*right to family life in accordance with the culture of that family*”,

subject to legitimate limitations and balance against the rights of the owner. Lindeman's argument in essence appears to have been that the relevant housing rule was invalid or unreasonable as a result of this statutory or perhaps constitutional right. The First Respondent, given her stance that these were issues for either the Magistrates Courts or the Land Claims Court, declined to enter into this debate.

32. Whether a rule requiring employees to pay rent for adult children living in the house infringes (justifiably or unjustifiably) on the right to a family life is debatable. Mr. *Janisch* persuasively submitted, however, that such was irrelevant to the review. In his contention the First Respondent abdicated her duties by refusing to consider these matters at all in deciding whether the dismissal was fair. The defence essentially challenged the validity of the housing rule on grounds of constitutionality, legality or reasonableness. By removing the dispute from the employment context, the First Respondent misconstrued the nature of the dispute and her duties, and effectively avoided the question. And although the determination of the question, strictly speaking, might not be necessary for the purposes of the review, it should be said that the mere imposition of a nominal additional charge for the privilege of allowing one's major children to reside on the farm could hardly constitute a breach of the right to family life, and in all likelihood would normally be seen as a reasonable limitation or circumscription of the right in the circumstances prevailing on the Applicant's farm.

33. Furthermore, it is important to point out that the upholding of the dismissal by the CCMA would not have precluded or frustrated the operation of ESTA, as the First Respondent seems to have feared. An occupier cannot be evicted save in accordance with ESTA. The

termination of the right of residence (arising from the contract of employment) in terms of section 8(2) and (3), a necessary precursor to eviction, must nevertheless first be dealt with in terms of the labour laws. In summary, therefore, the First Respondent has misconstrued the nature and extent of her duties under the LRA.

34. In the premises the award is unjustifiable and should be set aside. Moreover, this is a case in which this Court can and should finally determine the dispute. The dismissal occurred two and a half years ago and justice requires that the matter be resolved sooner rather than later. Despite there being no transcript of the CCMA proceedings, the crucial evidence is common cause and is set out fully in the award. The applicable housing rules are valid and reasonable rules, which, as I have found, have been incorporated into the employment contract, or at least were closely enough related to the employment relationship as to justify the conclusion that conduct in contravention of them would legitimately invite discipline. The requirement that a nominal additional rental be paid for major children is by not an unreasonable means of achieving the Applicant's legitimate aim of reducing crime and increasing stability on the farm. Lindeman, fully aware of the possible consequences, repeatedly breached the rules by refusing to pay rental for his adult sons while allowing them to live with him. As such he made himself guilty of the offence of "*abuse of privileges*", which was recognized in the disciplinary code as misconduct justifying dismissal for a second offence. His repeated contraventions were something of a high-risk strategy on his part. He had already been dismissed and reinstated once, and then after he received a further final written warning, he went on to breach the same rule again in an identical manner. Far wiser would it have been for him to have pursued any grievance through other avenues and to have paid the rental in the

meanwhile. Dismissal, applied on the basis of the principle of corrective discipline and imposed, as it was in this instance, as a last resort, was therefore a justified and reasonable response to Lindeman's continued misconduct. In the result the dismissal was substantively fair.

35. In the premises, I make the following order:

35.1 The award of the First Respondent under CCMA case number WE 398-02 is hereby reviewed and set aside.

35.2 The dismissal of Mr J Lindeman by the First Applicant in December 2001 is declared to have been substantively and procedurally fair.

35.3 There is no order as to costs.

MURPHY AJ

MATTER HEARD – 2 July 2004

JUDGEMENT DELIVERED – July 2004

APPEARANCES FOR THE APPLICANT:

Adv M W Janisch

Counsel for Applicant instructed by Basson Blackburn Inc, Paarl

APPEARANCES FOR THE RESPONDENTS

None