



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

Signature

Date

THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

Case No: JR434/2021

In the matter between:

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Applicant

and

COMMISSIONER: MARTIN SAMBO N.O

First Respondent

COMMISSIONER SELOLONG MOSOMA N.O

Second Respondent

GENERAL PUBLIC SERVICE SECTORAL

Third Respondent

BARGAINING COUNCIL (GPSSBC)

CASPER HENDRICK BADENHORST

Fourth Respondent

Heard: 25 June 2025

Delivered: 25 March 2026

JUDGMENT

BALOYI, AJ

Introduction

- [1] The applicant seeks to review and set aside two awards issued respectively by the first and second respondent. The first award (issued by the first respondent), is a jurisdictional ruling in terms of which the commissioner found that the applicant was an employee of the applicant and that the third respondent (the Bargaining Council) has jurisdiction to hear the fairness or unfairness of the dismissal of the applicant.
- [2] The second award was (issued by the second respondent) in terms of which the commissioner found that the termination of the applicant's contract amounted to dismissal in terms of section 186(1)(b) of the Labour Relations Act (LRA).¹

The facts

- [3] The facts in this matter are largely common cause, however for context, it is important to set out the relevant facts.
- [4] In 2012, the applicant was established as a national component of the Department of Cooperative Government and Traditional Affairs. It is founded in terms of section 7(2) of the Public Service Act.² The mandate of the application is to support municipalities to conduct effective infrastructure planning to achieve sustainable service delivery; support and assist municipalities with the implementation of infrastructure project and to build the capacity of municipalities to undertake effective planning, delivery, operations, and management of infrastructure.
- [5] Prior to the establishment of the applicant, the mandate relating to the development and maintenance of the infrastructure of the municipalities was carried out by the Development Bank of South Africa (DBSA) through a project or initiative called Siyenza Manje.
- [6] To carry out the project, the DBSA concluded consultancy agreements with engineers, town planners, and project managers. The fourth respondent was

¹ Act 66 of 1995, as amended.

² Act 103 of 1994.

one of the consultants who concluded a consultancy agreement with the DBSA as a town planner.

- [7] On its formation, the applicant took over the consultancy agreement from the DBSA. It is not disputed that the fourth respondent first entered into a consultancy agreement from 1 April 2012 to 31 September 2012. A new agreement was entered into for the period 1 October 2014 until 30 September 2015. Another agreement was entered into for the period 1 April 2015 to 31 March 2018. The agreement was also extended from 1 April 2018 to 31 May 2018.³
- [8] It is also not in dispute that the fourth respondent's appointment by the applicant was preceded by supply chain management process and not in terms of the human resource process.⁴ In essence, it is not in dispute that the fourth respondent was appointed as a consultant and in terms of the contract the relationship is described as one of an independent contractor.⁵
- [9] The fourth respondent was appointed in terms of the contract to perform or to render specific town planning services set out in the contract. The fourth respondent was paid a professional fee at the agreed rate per hour not exceeding the set cap of 144 hours per month. It is stated that the professional fee agreed upon was R361.53 for a maximum of 144 hours per month.⁶
- [10] It is also not in dispute that the fourth respondent was paid professional fees monthly after submitting invoices and supporting documents as proof of services rendered. Furthermore, the payment of the invoices or professional fees was subject to satisfactory delivery of service as assessed by the applicant.
- [11] It is not in dispute that, in terms of the agreement, the fourth respondent was required to enter into a performance agreement detailing the areas of performance and the standard of performance expected from him. To that

³ Bundle A: application for review, page 15 -16, at paras 22 and 23.

⁴ Bundle A: application for review, page 16, at para 24.

⁵ Bundle B: application for review, page 124, at para 76.

⁶ Bundle A: application for review, page 16, at para 26.

end, the fourth respondent was to submit a report detailing his performance, including his plan for the coming month.

- [12] It is not in dispute that where the fourth respondent performed poorly, the applicant would deduct a percentage not exceeding five percent (5%) from his professional fees.
- [13] During 2016/2017, the applicant reviewed its service delivery model and resolved to employ the technical capacity to deployed to the municipalities through human resource management process. A structure was developed and approved in accordance with the Public Service Regulations.
- [14] Following the approval of the structure, the applicant advertised posts including the position of town planners.⁷ The fourth respondent applied for the position of a town planner and was not shortlisted for the interview.
- [15] The fourth respondent filed a dispute of unfair dismissal in terms of section 191 of the LRA.

The arbitration proceedings

- [16] The issue that had to be decided before the first respondent was whether the fourth respondent was an employee of the applicant. In essence , the commissioner found that in cases where the presumption under section 200A of the LRA are not applicable because the person earns beyond the threshold, the factors listed in the presumption may be used as guide for purpose of determining whether a person is in reality an employee or is self-employed (independent contractor) The commissioner found that the fourth respondent has given evidence not only of the terms of contract that indicate an employment relationship but has also indicated same in the execution of his duties per contract. The commissioner ultimately ruled that the applicant in its argument emphasised form of the contract and not the substance as alleged by the fourth respondent. After analysing the argument, the commissioner ruled that the fourth respondent is an employee of the applicant and that the Bargaining Council has jurisdiction to determine the matter.

⁷ Bundle A: application for review, page 61 to 63.

- [17] Following the ruling by the first respondent, the matter came for an arbitration before the second respondent. The issue that the commissioner had to decide was whether there exist a dismissal concerning the non-renewal of fixed term contract.
- [18] The fourth respondent's evidence, as summarised by the commissioner was that he worked for the applicant as a Town Planner. He was initially appointed in 2007 under the DBSA program to provide support to under-capacitated municipalities in the Free State Province. That the applicant took over the program in 2012 to continue support of the under-capacitated municipalities. That his scope of work remained the same since 2007 until 2018.
- [19] The commissioner found that an expectation had been created since from the days of the DBSA and when the fourth respondent and other employees move to the applicant that they were need in the program. Further, they took part in the formulation of the applicant's organisational structure because there was no structure in place. He testified that they were promised that they would be accommodated once there was an approved structure in place.
- [20] The fourth respondent testified that the contract was renewed numerous times when they were waiting for the permanent structure so that they could be absorbed in permanent positions. That the discussion took place at management meetings and the decision was communicated to them by the Regional Management.
- [21] The fourth respondent testified that in October 2017, they were informed that there was a structure in place and the positions will be advertised and they must apply for the positions. In 2012, they were told that their positions would be converted into permanent structure and they will be permanently absorbed by the applicant. That they had a reasonable expectation since 2012, they will be permanently absorbed.
- [22] He testified that they were informed not to worry about meeting the minimum requirements stated in the advertisement. The fourth respondent testified that he applied for the position and, according to the advert he met the minimum requirements but to his surprise he was not shortlisted nor given any reason

for not being shortlisted. His two-month extension contract came to an end on 31 May 2018.

- [23] The applicant's witness was one Josephat Makhuba, who testified that he was employed by the applicant as Deputy Director Human Resource Management and Development. He has been employed by the applicant since 2016. He testified that for the applicant to exit as a public entity, it needed a structure approved by the Minister of Public Services and Administration.
- [24] He testified that after approval of the structure, the applicant embarked on a recruitment process to fill the vacant positions in line with the public services prescripts. That employees who were in a fixed term contracts including the fourth respondent were not given preferential treatment but treated the same way as any other applicant. That the positions were advertised and everyone was given a chance to apply and only qualified candidates were invited to the interviews. That the fourth respondent was not invited to the interview as the panel decided that a master's degree should be added as a requirement. The applicant did not possess a master's degree and he was not invited for the interview.
- [25] The witness testified that he does not know what guided the person who promised the fourth respondent that he will be accommodated or absorbed from fixed term contract to permanent contract.

The commissioner's findings

- [26] The second respondent made the following findings:

26.1 That it is common cause that the respondent embarked on a recruitment process in September 2017 to fill the vacant position including the one which was occupied by the applicant. The applicant now faced a dilemma, if he did not apply for the position he occupied, he, might well be unemployed from 1 June 2018. If he applied and was unsuccessful, the same result still follows. He applied for the position, with an understanding that they must not worry about not meeting the requirements. When the positions were advertised the applicant had to

compete with unknown number of candidates who might apply for the positions. The applicant all along expected to be absorbed automatically into the post as promised. It became evident during the proceedings that the reason why the applicant was not shortlisted was after the panel changed the initial minimum requirement from a degree to master's degree.

- 26.2 That there can be no doubt that prior to the approval of the respondent's structure the respondent recognised the reasonable expectation of a renewal of the contracts. The practice that the respondent has followed for many years is proof thereof. The applicant also says so. The expectation created was that the applicant would be accommodated once there is a structure in place, however, once the structure was approved and in place the respondent then followed what the public service prescripts prescribed in terms of filling the vacant positions. The applicant occupied the position and had a reasonable expectation to keep on occupying the position on a permanent basis.
- 26.3 The applicant maintained throughout the proceedings that reasonable expectation was created by the respondent since 2012 that they will be accommodated or absorbed once there is a structure in place. The respondent did not lead any evidence to disprove that the applicant expectation was unreasonable except to say that it had to follow the public service prescripts in order to fill the vacant positions. The applicant has already demonstrated that there was guarantee that they will be accommodated or absorbed once there is a structure in place.
- 26.4 The question that one has to ask is whether the expectation of the applicant was reasonable or not? The answer would be yes; the expectation was reasonable. This I say because taking into consideration the applicant's evidence together with the surroundings circumstances of the entire case. I have no reason to reject the applicant's evidence that he had a reasonable expectation that they will be absorbed or accommodated once there is a structure in place. Any reasonable employee in the circumstances would have expect the

employer to retain him on an indefinite basis after having fulfilled the conditions agreed upon. It is common cause that the applicant's contract was renewed on numerous occasions while waiting for the respondent to have an approved structure in place.

26.5 In addition to these, once the structure was approved and in place the respondent advertised the positions together with the one occupied by the applicant. The applicant together with other employees were encouraged to apply and given the advertisement weeks prior to prepare their documents. They were further told that they must not worry about not meeting the minimum requirements. This tacit undertaking was made by a person with necessary authority to do, no contrary evidence was led to show that such undertaking was not made to the applicant. It is common cause that the applicant met the minimum requirements as per the job advertisement before the recruitment panel decided to change it from a degree to master's degree. According to me this is a classic understanding that the applicant will be accommodated or absorbed on indefinite contract and the recruitment process was just a mere formality. Under these circumstances, I have no reason to reject the applicant's evidence that he had a reasonable expectation that he will be accommodated or absorbed permanently by respondent once there was a structure in place. There were never any intentions that he be short term employee when he was put on successive fixed term contracts.

26.6 That the evidence and the circumstances of the case support the applicant's contention that he had reasonable expectation of being accommodated or absorbed by the respondent once there is structure in place. The facts that support the contentions are that there is undisputed evidence that the applicant together with other employees were informed in 2012 that they will be accommodated once there is a structure in place hence their contracts were renewed or extended until there was a structure in place. The applicant was given the job

advertisement so they can prepare his documents. They were told not to worry about not meeting the minimum requirements.

26.7 The respondent's argument is that even if there was expectation, it can never be reasonable expectation if it conflicts with statutory provision. The respondent had to follow the required process as prescribed by the Public Services Act and the Public Services Regulations.

26.8 That the LRA supersedes the provisions of the Public Service Act where employees rely upon reasonable expectation of permanent employment. The reliance on Public Service Act and its regulations has a serious consequence if it meant a temporary employee in the public service could not rely on the protection of section 186(1)(b).

The grounds of review

[27] In respect of the jurisdictional ruling (first respondent's ruling) two grounds of review are advanced by the applicant. The grounds of review are the following:

27.1 That the Bargaining Council lacked jurisdiction as the fourth respondent was not dismissed, his contract expired on 31 May 2018. It is submitted that the fourth respondent was not employed by the applicant in terms of the LRA and the BCEA. Reference is made to clause 7 of the contract, which records that the agreement shall not create an employment contract.

27.2 The second ground of review is that the fourth respondent was appointed in terms of the supply chain management policy. This means that the fourth respondent was a service provider and not an employee.

[28] In relation to the arbitration award (second respondent's award), the applicant advances the following grounds of review:

28.1 Firstly, the commissioner had to fail to apply his mind fairly and objectively to the evidence presented before him. It is submitted that the commissioner considered hearsay evidence in that Ms Mpalami

whom the applicant testified that she encouraged the fourth respondent and other employees to testify was not called to testify after it was stated that she will come and testify before the commissioner.

- 28.2 Secondly, that the commissioner misdirected himself in respect of the finding in paragraph 65 of the award that the hearsay evidence was not disputed.
- 28.3 Thirdly, that the commissioner took into consideration irrelevant consideration in that it was not the fourth respondent's evidence that "they must not worry about meeting the requirements for the post".
- 28.4 Fourthly, that in relation to paragraph 72 of the award, the commissioner misdirected himself in finding that "*there can be no doubt that prior to the approval of the respondent's structure the respondent recognised the reasonable expectation of renewal of the contracts*". The applicant submit that this finding is supported by any evidence. Furthermore, the fourth respondent did not challenge the recruitment process which was against his expectation.
- 28.5 Fifthly, that the finding in paragraph 75 of the award is unreasonable as the applicant's policy required that all permanent position be advertised and a fair and transparent process of recruitment be followed.
- 28.6 Sixth, that the finding in paragraph 76 of the award to the effect that the fourth respondent's expectations were reasonable in incorrect and wrong. It is submitted hat the fourth respondent's expectation of being absorbed automatically without following the prescripts is against the applicant's policies.

Discussion

[29] The fourth respondent's claim before the commissioner was premised on section 186(1)(b). Section 186(1)(b) was interpreted by the Labour Appeal Court (LAC) in *University of Pretoria v CCMA and Others*⁸ as follows:

'The words employed in s186 envisage that two requirements must be met for an employer's action to constitute a dismissal:

- (1) a reasonable expectation on the part of the employee that a fixed term contract on the same or similar terms will be renewed; and
- (2) a failure by the employer to renew the contract on the same terms or a failure to renew it at all.

These words do not however carry the meaning, which is urged by third respondent, namely that, by being employed on the basis of a series of fixed terms contracts, an employee has without more a reasonable expectation of a permanent appointment...

The words chosen by the legislature, absent an amendment to the legislation, cannot carry the burden of third respondent's case in that it covers a restrictive set of circumstances, namely a reasonable expectation of a renewal of that which had previously governed the employment relationship, namely a fixed term contract which had previously been enjoyed, which had now expired and, by virtue of the factual matrix created, at best, a reasonable expectation of a renewal.'

[30] It is already settled that the onus of proof in dispute concerning a claim in terms of section 186(1)(b) is on the employee to prove the dismissal by placing facts before the commissioner which objectively considered, would lead to conclusion that the employee held a reasonable expectation that his fixed term contract would be renewed. In *Joseph v University of Limpopo & Others*⁹, it was held that:

'The onus is on an employee to prove the existence of a reasonable expectation. He or she does so by placing evidence before an arbitrator that there are circumstances which justifies such an expectation. Such

⁸ (2012) 25 ILJ 183 (LAC) at paras 18 -25.

⁹ [2011] 12 BLLR 12 1166(LAC) at para 35.

circumstances could be for instance, the previous regular renewals of his or her contract of employment, provisions of contract, the nature of business and so forth. The aforesaid is not a closed list. It all depends on the given circumstances and is a question of fact.'

[31] In this matter, the issue of jurisdiction was decided by the first respondent wherein he found that the Bargaining Council has jurisdiction. In my view, this Court should consider whether the fourth respondent discharged his onus and proved that he was dismissed (or he was an employee) before the second respondent. If it is found by this court that the fourth respondent has not made case for dismissal, it follows that the Bargaining Council had no jurisdiction.¹⁰

[32] In the case of *Dierks v University of South Africa*¹¹, this Court summarised some factors which must be taken into consideration when determining whether an employee has been dismissed in terms of section 186(1)(b) of the LRA. The Court held as follows:

[132] In my view, it can be deduced from the foregoing and the use of the word "reasonable" that the Applicant as employee must prove that he had an expectation of renewal and that that expectation was reasonable in that apart from subjective say-so or perception there is an objective basis for the creation of his expectation.

[133] A number of criteria have been identified as considerations which have influenced the findings of past judgments of the Industrial and Labour Appeal Courts. These include an approach involving the evaluation of all the surrounding circumstances, the significance or otherwise of the contractual stipulation, agreements, undertakings by the employer, or practice or custom in regard to renewal or re-employment, the availability of the post, the purpose of or reason for concluding the fixed term contract, inconsistent conduct, failure to give reasonable notice, and nature of the employer's business. (See Olivier: supra at 1030).

[134] These factors are not a numerus clausus. Indeed, in my view, the identified approach of an evaluation of all the surrounding

¹⁰ *Phaka and 19 Others v Bracks* [2015] 5 BLLR 514(LAC) at para 31.

¹¹ (1999) 30 ILJ 1227 (LC) at paras 132 to 134.

circumstances entails an analysis of the facts in any given situation for the purpose of establishing whether a reasonable expectation has come into existence on an objective basis.'

- [33] Against the above principles and authority, I now turn to the facts of this case.
- [34] The fourth respondent contends that he had reasonable expectation that his contract will be renewed or be employed on a permanent basis. This contention, according to the fourth respondent is supported by the fact that the contract has been renewed at least four times from 2012 to 2018. It is submitted on behalf of the fourth respondent that the applicant regarded him as an employee because he was issued with an email address and business cards, he was required to work a minimum amount of 144 hours per month, he was required to submit travel claims for travel expenses, he had to conclude performance agreement, he had to submit monthly reports and received remuneration on monthly basis and that he was controlled and supervised by the management of applicant who provided him with tools of trade such as laptop.¹²
- [35] The applicant submits in this regard that the fourth respondent was not an employee. The applicant contends that the fourth respondent is excluded from section 200A of the LRA. It is further submitted that the parties should refer to the contracts concluded since they set out their intentions.
- [36] In 2012, the applicant and the fourth respondent concluded a specialist consultancy agreement.¹³ Clause 7 of the agreement set out the relationship between the parties. It is expressly stated that the agreement shall not create an employment contract or an employer -employee relationship. Clause 7.2 of the agreement expressly states that the relationship between the parties is that of independent contracting parties.
- [37] The contract should be read as a whole, and the context and intention of the parties must be understood. It is clear in my view that the parties' intention was not to create an employer-employee relationship. All the activities that the

¹² Page 20, para 76, fourth respondent's head of argument.

¹³ Record for review, vol 2, page 141 – 146.

fourth respondent executed were agreed to in terms of the contract on the understanding that he was not an employee. In this regard, I am guided by the LAC judgment in the matter of *Vermooten v Department of Public Enterprises (Vermooten)*¹⁴, the Court stated the following:

'The consultancy agreement was not a sham. Therefore, in the absence of any overriding policy considerations, neither a tribunal nor a court may ignore its terms. Where the parties are in a relatively equal bargaining position and consciously elect one contract or relationship over another, the legal effect should be given to their choice. To allow one of these parties to change or contend that the legal relationship between them is something else holds important implications for the integrity of the legal framework of departments of State. The appellant seeks to be defined as an employee and so, it seems to me, to achieve what could not be achieved when negotiations began ie to be the Director: Aviation at a remuneration level exceeding double the prescribed remuneration and with the inclusion of all the benefits which were previously excluded by reason of the consultancy agreement. In other words, he wishes to become part of an organisation which could not and still cannot, accommodate him at his desired remuneration level.' (own emphasis)

- [38] What was said in *Vermooten* in my view applies equally to the case of the fourth respondent. My view is also supported by the fact that the fourth respondent submitted a bid, obviously in the bid he made proposals that were accepted by the applicant.¹⁵
- [39] The fourth respondent also relies on the promises that he and the other consultants will be appointed permanently once the structure was approved. In this instance, the fourth respondent relied apparently on what was told to him by his supervisor, Ms Mpalami. It was indicated during the arbitration proceedings that Ms Mpalami will be called to testify but she was not called. The applicant contends that this evidence of promises is hearsay as Mpalami was never called and that commissioner accepted the fourth respondent's

¹⁴ [2017] 6 BLLR 606 (LAC) at para 26.

¹⁵ Record for review, vol 2, page 188 – 189.

hearsay evidence. In *ABSA Investment Services v Crowhurst*¹⁶, the LCA said the following where a witness is available but is not called to testify.

[14] Counsel's reason for supporting the approach adopted by Ndlovu AJ was to counter the failure of AIMS to call Mr Johnson to the witness stand. That was indeed a factor which weighed with the learned Judge below. Counsel argued that the matter had to be decided in accordance with the probabilities; that the probabilities here were settled; and that therefore there was no point in calling Mr Johnson to re-enforce the probabilities. The first and basic flaw in this argument is that the presence or absence of corroboration is in itself usually an element of creditability. Two witnesses are sometimes better than one, although not always. Secondly, in this instance I am not of the view that the probabilities can be described as settled. Thirdly, it is long established that the failure of a party to call an available witness may found an adverse inference, the inference being that the witness will not support – and may even damage – that party's case. Compare Zefferdt et al: SA Law of Evidence (5 ed) at 128-130.' (own emphasis)

[40] In my view, the applicant's contention that the Commissioner has relied on hearsay evidence is correct. Such evidence should not have been accepted in light of the fact that Mpalami was not called to testify.

[41] In paragraph 76 and 77 of the award, the Commissioner found that the fourth respondent had reasonable expectation that he will be accommodated or absorbed permanently once there was a structure in place. To support this view, the commissioner relies, firstly, on the evidence of the fourth respondent that they were promised way back in 2012. Secondly, the contract were renewed until there was a structure in place and the positions were advertised, thirdly, they were told not to worry about meeting the minimum requirements, fourthly, the fourth respondent faced a dilemma that if he and the others do not apply for the position they will not be employed from 1 June 2018 and they had to compete with unknown number of candidates who might apply for the post, and lastly, the fourth respondent met the requirements as

¹⁶ 2005 ZALAC 14 at para 14.

per the job advertisement and also that the applicant was a good performer and was rewarded for such performance.

[42] The starting point in relation to the findings by the commissioner is that the applicant advertised the posts. The fourth respondent knew that the post will be advertised and on his own evidence he was encouraged to apply, and he did¹⁷. The fourth respondent was not shortlisted for the interview.¹⁸ The fourth respondent in my view intended to contest for the position by submitting his application. He cannot after not being shortlisted claim that he was dismissed or had reasonable expectation that he will be absorbed automatically into a permanent position. It was up to the fourth respondent to challenge the interview process on the basis that he and others were promised that will be absorbed into the new structure.

[43] In this regard I agree with what was stated in *Pikitup Johannesburg v Muguto*¹⁹, where this Court said the following:

'It is my view that at the time that Maputo's post was advertised, Pikitup's message was clear and unequivocal that her contract would not be renewed or extended. To the extent that the position was advertised, it is my view that if Muguto harboured any legitimate expectation that her fixed term contract would be renewed or that she would be appointed permanently as she alleged, it was at that point that she needed to have taken steps in regard to the recruitment process or raise issues surrounding her legitimate expectation. She did not do so, and it can be accepted that she had resigned herself to the reality that the post was indeed to be advertised, and like any other candidate, she had to prove her worth in the interview processes.'

To the extent that she had applied for the position, was shortlisted, interviewed and was unsuccessful, there can be no talk of a legitimate expectation, as any outcome related to that recruitment process, led to a new dispute. Her conduct in relation to her active participation in the recruitment process is irreconcilable with her contentions that she had a legitimate expectation of a renewal of her fixed-term contract.' (own emphasis)

¹⁷ Record for review: vol 4, page 334.

¹⁸ Record for review: vol 4, page 401.

¹⁹ (2019) 40 ILJ 2829 (LC) (13 May 2019).

[44] On the totality of the evidence, the fourth respondent was not an employee of the applicant. The fourth respondent was an independent contractor. The Bargaining Council had no jurisdiction to hear the matter.

Costs

[45] In relation to costs, the Court has a broad discretion in terms of section 162 of the LRA to make orders for costs according to the requirements of the law and fairness. In my view, those requirements are best served by each party bearing their own costs.

[46] I make the following order:

Order

1. The arbitration award issued by the first respondent under case number GPBC136/2018 on 5 June 2019 is reviewed and set aside.
2. The arbitration award issued by the second respondent under case number GPBC 1346/2018 on 21 February 2021 is reviewed and set aside.
3. It is declared that the third respondent had no jurisdiction to entertain the dispute referred to it by the fourth respondent pertaining to his alleged unfair dismissal.
4. No order as to costs.

F Baloyi

Acting Judge of the Labour Court of South Africa

Appearances:

For the Applicant: Adv MH Mhambi

Instructed by: State Attorney, Pretoria

For the Respondent: Mr DP Huggett

Instructed by: Hugget Retief Inc

LABOUR COURT