IN THE HIGH COURT OF SOUTH AFRICA
(EASTERN CAPE DIVISION, MAKHANDA)

CASE NO. 245/2024

In the matter between:

THE UNIVERSITY OF FORT HARE	**Applicant**
and	
MAXI PHUMELELA SECURITY (PTY) LIMITED	**First Respondent**
THE MINISTER OF HIGHER EDUCATION AND TRAINING	**Second Respondent**

JUDGMENT

MOLONY AJ:

Introduction

[1] The applicant in this matter seeks the rescission of an order granted against it by default (in the amount of R 30 894 120.78) on 2 April 2024, in which matter the first respondent was the plaintiff. The second respondent was cited as the

second defendant in the main action (on a nominal basis). The parties will, for ease of reference, be referred to as cited in this application.

[2] The main action against the applicant was based on four partly written and partly verbal agreements. The first three agreements were concluded on 12 December 2019, with the fourth being concluded on 12 February 2020. The nature of the agreements related to the sale and installation of covert security cameras by the first respondent to the applicant.

[3] According to the particulars of claim in the main action the first respondent, between December 2019 and March 2020, complied with its obligations in terms of the agreements and sold and installed the covert security cameras at the applicant's designated premises. The applicant, allegedly, failed/refused/neglected to pay for the relevant goods and services.

[4] The first respondent allegedly complied with the notice requirements in terms of the Institution of Legal Proceedings Against Certain Organs of State Act 40 of 2002 ('the Organs of State Act'), by providing such notice to the applicant on 27 November 2023 ('the first Organs of State letter'), and to the second respondent on 4 December 2023 ('the second Organs of State letter').

[5] The particulars of claim state further that as a result of the above-mentioned statutory demands having been delivered, and on or about 15 December 2023 and at or near St Francis Bay, the first respondent (duly represented) and the applicant concluded a written agreement ('the settlement agreement') in terms of which the applicant acknowledged that it was truly and lawfully indebted to the first respondent in the sum of R 30 894 120.78, and *inter alia* undertook to pay that amount, as well as any accrued interest, on or before 21 December 2023.

[6] The particulars of claim (despite alleging that the first respondent was 'duly represented' when entering into the four agreements) did not allege that the

applicant was duly represented by someone with the necessary authority to conclude the settlement agreement and furthermore claimed (despite the prayers therein only seeking judgment against the applicant) that the applicant and the second respondent were indebted to the first respondent in the relevant amount, which was due, owing and payable by the applicant and the second respondent.

[7] The first Organs of State letter was addressed to Dr Paul Tladi (it does not appear to be in dispute that Dr Tladi was the Director of Human Resources at the applicant during the relevant period and was, according to the applicant, later dismissed for gross misconduct).

[8] The first Organs of State letter *inter alia* stated that four letters of award were issued to the first respondent by Dr Tladi on 12 December 2019 (for an amount of R 2 723 981.23), 12 December 2019 (for an amount of R 3 211 382.66), 12 December 2019 (for an amount of R 1 169 410.01) and on 12 February 2020 (for an amount of R 17 345 693.66). The amounts referred to were inclusive of tax and, according to the letter, with interest amounted to a total sum of R 30 894 120.78 (the total capital amount being R 24 450 467.56).

[9] The first Organs of State letter made direct reference to the contents of the letters of award but did not annex the letters of award.

[10] The first Organs of State letter referred to the following annexures (none of which appear to have been included in the papers issued and served in the main action):

(a) A copy of the interest calculation in regard to the total amount allegedly owing.
(b) Four written acknowledgments of debt and commitments to pay.

[11] The second Organs of State letter referred to the following annexures (none of which appear to have been included in the papers issued and served in the main action):

(a) The four letters of award.

(b) Four written acknowledgments of debt.

(c) A copy of the statement of account for the applicant.

[12] The written agreement, in which the applicant allegedly accepted its indebtedness and liability to pay (in the claimed amount) was attached to the particulars of claim and is headed 'Settlement Agreement'. Despite this heading the first respondent averred that this agreement amounted to a promissory note/acknowledgment of debt, and was not in fact a settlement agreement.

[13] What is notable about the above-mentioned settlement agreement is that the creditor (that being the first respondent) is recorded as having signed the agreement on 15 December 2023 at St Francis Bay, whilst the date and place of signature on behalf of the applicant is not recorded. On the assumption that the settlement agreement was signed on 15 December 2023 and at St Franics Bay, no explanation is tendered as to why a duly authorised representative of the applicant would attend to the signing of the settlement agreement (given where the applicant is located) as far afield as St Francis Bay.

[14] The names of the allegedly authorised representatives who signed the settlement agreement are not recorded anywhere in the agreement. It cannot be discerned from the signatures in question who in fact signed the settlement agreement, and below each signature is recorded that the undertaking was signed: *'For and on behalf of the Debtor/Creditor (who warrants that he/she has the authority to bind the Debtor/Creditor hereto)'.* It is not confirmed, by deleting the relevant word, whether the signatories were a 'he' or a 'she' either.

[15] The first respondent issued summons against the applicant on 24 January 2024, and service was effected on 16 February 2024.

[16] According to the founding affidavit in this application, the summons was served upon Olo Myendeki ('Myendeki'), who took the summons to the office of Governance and Legal Service, and handed it to Pamela Ngese ('Ngese'), who was the secretary of Mamatibidi Maepa ('Maepa'), who was the Deputy-Registrar: Governance and Legal Affairs at the applicant.

[17] Ngese duly advised Maepa of receipt of the summons, including that reference was made in the documentation received to annexures which were not attached to the summons. Ngese then, on instruction from Maepa, sent an email to the attorneys of record of the first respondent, the relevant portion of which reflected the following:

> 'This email serves to acknowledge receipt of the summons served to our office this morning. Kindly note that the document is dated 24 January 2024 by the Registrar of the court and received by the Queenstown Sheriff's office on 15 February 2024, so the University only received it this morning and is incomplete. Also, would you kindly advise on who were you dealing with regarding this matter from the University.'

[18] This request was made, *inter alia*, in order to allow the applicant to conduct an internal investigation in regard to the claim.

[19] Instead of responding to the email, the first respondent proceeded to take default judgment against the applicant. There was a letter sent, notifying the applicant of the default judgment, dated 26 April 2024, however both Ngese and Maepa aver that they did not receive the letter, but only received such notice on 6 May 2024, when the first respondent sent another letter to the applicant in this regard.

[20] On 7 May 2024 Ngese sent an email to the first respondent's attorneys of record, alerting them to the email she had sent on 16 February 2024. This email also received no response.

[21] On 12 June 2024 the first respondent sent the Sheriff to attach the applicant's assets pursuant to a warrant of execution. This application was then issued on 21 June 2024.

[22] The applicant averred that it had a *bona fide* defence, as it was unable to trace any of the letters of award referred to by the first respondent, as the records of the applicant did not reflect four contracts of this nature established pursuant to valid procurement protocols.

[23] According to the applicant, the applicant's Asset Unit was only able to trace three invoices, submitted by the first respondent, for services rendered in the total amount of R 788 849.93, which was paid to the first respondent.

[24] The applicant thus presumed that the settlement agreement must be a fraudulent document, since the first Organs of State letter was addressed to Dr Tladi and referred to letters of award made by Dr Tladi, under circumstances where Dr Tladi had been dismissed for gross misconduct and it had been established that Dr Tladi had signed two contracts irregularly with another institution. The awarding of the contracts in question in this matter, had they been awarded by Dr Tladi were, according to the applicant, beyond Dr Tladi's authority as Director of Human Resources.

[25] At its core, the applicant's complaint is that it has no idea who signed the settlement agreement on behalf of the applicant, as the applicant has no record of its existence, or the existence of the contracts which allegedly underpinned the settlement agreement. All that could be found were three invoices for certain work, which had been paid.[1]

[1] Confirmatory affidavits were provided by employees of the applicant in regard to the value of the actual work done in relation to these invoices which was, apparently, not necessarily of as high a value as that claimed by and paid to the first respondent.

[26] The applicant submitted that the first respondent, due to its failure to name the representative of the applicant who had engaged with the first respondent in concluding the relevant contracts, had not complied with rule 18(6) of the Uniform Rules, which states that:

> 'A party who in his or her pleading relies upon a contract shall state whether the contract is written or oral and when, where and by whom it was concluded, and if the contract is written a true copy thereof or of the part relied on in the pleading shall be annexed to the pleading.'

[27] The first respondent opposed the application via an extensive and repetitive litany of technical objections[2] which were, in my view, more perceived than real.

[28] The main thrust of the grounds of opposition appeared to be the following:

(a) The applicant is a juristic person and had not resolved to institute this application, meaning that Maepa and the applicant's attorneys of record lacked the necessary authority to act on behalf of the applicant.[3]
(b) The delay in launching the application was too lengthy.
(c) The applicant was in wilful default.
(d) The applicant did not have a discernible *bona fide* defence.

[29] The first respondent averred that, despite the settlement agreement being titled 'Settlement Agreement', it in fact amounted to a promissory note (which was, according to the first respondent, not in dispute). The first respondent, according to the answering affidavit:

> '…prudently obtained the Promissory Note to ensure that it would not suffer massive and irreparable losses as a result of a chaotic, fraudulent and corrupt institution's chaos, fraud and corruption.'[4]

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[2] On the potential failure of justice caused by a reliance upon technical objections see *City of Tshwane Metropolitan Municipality v Afriforum and Another* 2016 (6) SA 279 (CC) at para 18, cited with approval in *Minister of Police v Miya* 2025 (3) SA 130 (SCA) at para 1.
[3] Issues were raised regarding the commissioning of the founding affidavit and the signing of the notice of motion, however these complaints, which, in my view, had no merit, were not pursued with any obvious vigour.
[4] See answering affidavit at para 95.3 on pp. 92 – 93.

[30] The first respondent averred further that averments by the applicant, in the founding affidavit, relating to issues surrounding corruption at the applicant were based upon irrelevant 'gossip', as the Government Gazette (issued by the President of the Republic of South Africa) authorising the Special Investigation Unit ('the SIU') to investigate the applicant was not tasked with investigating the first respondent's cause of action.

[31] Later, however, the terms of reference of the SIU having been extended in 2024, the first respondent submitted a supplementary affidavit submitting that it had, in essence, been exonerated by the SIU. The high point of the alleged exoneration was a letter addressed by the SIU to the first respondent's attorneys of record, dated 18 March 2025, stating that:

> 'The SIU hereby confirms that no adverse finding was made on its investigation of the University insofar as such relate to Maxi. However, should new allegations based on evidence be brought to the SIU's attention, the investigation team shall not hesitate to investigate such allegations further.'

[32] The above-mentioned letter did not provide any factual detail in regard to the investigation and did not reflect which contracts were considered during the course of the investigation.

[33] Somewhat curiously the first respondent, in its answering papers, denied that Maepa was employed by the applicant in the post of Deputy Registrar: Governance and Legal Affairs, or at all. This was despite the fact that the first respondent's letter of 6 May 2024, notifying the applicant of the default judgment, was addressed to Maepa in her capacity as Deputy-Registrar: Governance and Legal Affairs.

The Law and Analysis

[34] The Higher Education Act 101 of 1997 ('the HEA'), in section 1 thereof, states that:

> "principle' means the chief executive and accounting officer of a public higher education institution, and includes a vice-chancellor and a rector.'

[35] Section 30 of the HEA records that:

> 'The principal of a public higher education institution is responsible for the management and administration of the public higher education institution.'

[36] Section 1 of the applicant's Institutional Statute, states that the Vice-Chancellor and Principle means the 'chief executive and accounting officer' of the applicant, whilst section 9 thereof confirms that the Vice-Chancellor is the legal, administrative and academic head of the applicant, and is responsible for the management and administration of the applicant, as well as the overall performance and discipline within the applicant.

[37] The applicant annexed, to its replying papers, a policy referred to as the 'UFH Delegation of Authority Document (DOAD)'.

[38] According to Maepa the DOAD allows Maepa, given her position within the applicant, the authority to pursue all legal work on behalf of the applicant, whilst reporting legal disputes to the Vice-Chancellor, and obtaining confirmation from the Vice-Chancellor's office as to the way forward.

[39] A letter from the Vice-Chancellor, with reference to section 7.1 and schedule 5 of the DOAD, was annexed to the replying affidavit, confirming Maepa's authority in this regard, and specifically in regard to this application.[5]

[40] Section 7.1 of the DOAD states as follows:

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[5] The papers also contain a power of attorney, signed by the Vice-Chancellor of the applicant, in regard to the applicant's attorneys of record.

> '7.1.1 The Vice-Chancellor is the Chief Executive Officer of the University. In accordance with the provisions of the Higher Education Act and the University's Statute, Council has delegated the powers of management of the University to the Vice-Chancellor and Principle.
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> 7.1.2 The Vice-Chancellor on behalf of the University and for its benefit and purposes, may institute or defend legal proceedings and sign all deeds, powers of attorney and other documents that may be necessary for this purpose or delegate such authority in writing, for any one specific matter to an employee of the University.'[6]

[41] Schedule 5 of the DOAD states, in regard to 'LEGAL (Excluding Human Resources)' that: *'Except as otherwise provided in the DOAD, the maximum approval levels for legal matters are set out below.'*

[42] What follows is a table which sets out that *'Legal Settlement'* and *'Institute or Defend Legal Proceedings and the settlement of disputes by arbitration or mediation'* which involve over R30 million, ostensibly require the approval of the Chairman of Council.[7]

[43] The page following the above-mentioned page is also headed 'Schedule 5', and repeats the wording of section 7.1.2 of the DOAD, stating that:[8]

> 'The Vice-Chancellor on behalf of the University and for its benefit and purposes, may institute or defend legal proceedings and sign all deeds, powers of attorney and other documents that may be necessary for this purpose or delegate such authority in writing, for any one specific matter to an employee of the University.'

[44] Section 68 of the HEA states that:

> '(2) The council of a public higher education institution may, on such conditions as it may determine, delegate any of its powers under this Act or delegated to it in terms of subsection (1), except the power to-
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> *(a)* make an institutional statute;
> *(b)* enter into an agreement contemplated in section 40 (2); or
> *(c)* perform an action contemplated in section 40 (3)[9],

[6] See annexure 'RA1' to the replying affidavit at p. 244 of the papers. See further section 4.3 of the DOAD at p. 242 of the papers.
[7] See annexure 'RA1' to the replying affidavit at p. 255 of the papers.
[8] See annexure 'RA1' to the replying affidavit at p. 256 of the papers.

> and assign any of its duties in terms of this Act or assigned to it in terms of subsection (1), to the other internal structures, the principal or any other employee of the public higher education institution concerned.
>
> (3) The principal of a public higher education institution may, on such conditions as he or she may determine, delegate any of his or her powers under this Act and assign any of his or her duties in terms of this Act to any other employee of the public higher education institution concerned.'

[45] Schedule 1 of the DOAD, which is titled 'Authority Levels for Contracts', specifically states that: 'Verbal agreements are forbidden in their entirety'. This is notable given the first respondent's allegation that the four contracts, which led to the applicant allegedly owing the first respondent over R30 million, were partly written and partly verbal. The DOAD was approved and signed by the Chairperson of Council on 7 December 2023 (mere days before the signing of the alleged promissory note).

[46] The logical corollary of the first respondent's argument in terms of authority (as referred to in the HEA, the Institutional Statute and the DOAD) is that the authority of the signatory to the promissory note itself, relating to an amount of over R 30 million, would, on the first respondent's interpretation, conceivably have required the approval of the Chairman of Council (presumably pursuant to a resolution of council). The first respondent has not confirmed that the promissory note had such approval.

[47] In my view the obvious (as well as expeditious and businesslike) interpretation[10] of the HEA, Institutional Statute and the DOAD allow for employees such as Maepa to attend to legal affairs, such as the launching of this application, under the oversight of the Vice-Chancellor. A reading of the HEA and Institutional Statute demonstrate that obtaining a resolution from council is not an expeditious undertaking, hence the necessary delegation of authority referred to above.

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[9] Sections 40(2) and 40(3) of the HEA are not relevant in regard to this application.

[10] See *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) at para 18.

[48] The applicant has launched this application in terms of the common law. In such an application, for recission of a judgment taken against the applicant by default, the applicant must show good/sufficient cause. This generally requires that the applicant must:

(a) give a reasonable explanation for his default;

(b) show that his application is made *bona fide*; and

(c) show that on the merits he has a *bona fide* defence which *prima facie* carries some prospect of success.

[49] The courts, nonetheless, retain a discretion which must be exercised after a proper consideration of all the relevant circumstances. [11]

[50] In regard to rescission in terms of the common law, the following was stated in the matter of *Ekurhuleni City v Rohlandt Holdings CC and Others*:[12]

> '[88] An application for rescission under the common law must be brought 'within a reasonable time. What is reasonable will depend on the circumstances of the particular case. A starting point in determining what is reasonable is the 20-day time period referred to in rule 31(2)*(b)* of the Uniform Rules of Court. Where there has been delay, the applicant must show that there is a reasonable explanation for the delay.'

[51] In *Melane v Santam Insurance Co Ltd*[13], the following guidance was provided:

> 'In deciding whether sufficient cause has been shown, the basic principle is that the Court has a discretion, to be exercised judicially upon a consideration of all the facts, and in essence it is a matter of fairness to both sides. Among the facts usually relevant are the degree of lateness, the explanation therefor, the prospects of success, and the importance of the case. Ordinarily these facts are interrelated: they are not individually decisive, for that would be a piecemeal approach incompatible with a true discretion, save of course that if there are no prospects of success there would be no point in granting condonation. Any attempt to formulate a rule of thumb would only serve to harden the arteries of what should be a flexible discretion. What is needed is an objective *conspectus* of all the facts. Thus a slight delay and a good explanation may help to compensate for prospects of success which are not strong. Or the importance of the issue and strong prospects of success may tend to compensate for a long delay. And

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[11] *Colyn v Tiger Food Industries Ltd t/a Meadow Feed Mills (Cape)* 2003 (6) SA 1 (SCA) at para 11.

[12] 2025 (1) SA 1 (CC).

[13] 1962 (4) SA 531 (A) at p. 532

> the respondent's interest in finality must not be overlooked. I would add that discursiveness should be discouraged in canvassing the prospects of success in the affidavits.'

[52] The *Melane*[14] matter was referred to with approval in the matter of *Chetty v Law Society, Transvaal,* in which the following was stated:[15]

> 'The term "sufficient cause" (or "good cause") defies precise or comprehensive definition, for many and various factors require to be considered. (See *Cairn's Executors v Gaarn* 1912 AD 181 at 186 *per* INNES JA.) But it is clear that in principle and in the long-standing practice of our Courts two essential elements of "sufficient cause" for rescission of a judgment by default are
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> (i) that the party seeking relief must present a reasonable and acceptable explanation for his default; and
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> (ii) that on the merits such party has a *bona fide* defence which, *prima facie*, carries some prospect of success.[16]
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> It is not sufficient if only one of these two requirements is met; for obvious reasons a party showing no prospect of success on the merits will fail in an application for rescission of a default judgment against him, no matter how reasonable and convincing the explanation of his default. And ordered judicial process would be negated if, on the other hand, a party who could offer no explanation of his default other than his disdain of the Rules was nevertheless permitted to have a judgment against him rescinded on the ground that he had reasonable prospects of success on the merits.'

[53] The first respondent issued summons against the applicant on 24 January 2024, and service was effected on 16 February 2024.

[54] On the same day (16 February 2024) Ngese sent a query to the attorneys of record of the first respondent, on the instruction of Maepa, requesting information in order to allow the matter to be investigated internally. No such information was forthcoming.

[55] Faced with a letter on 6 May 2024, which disclosed the existence of the default judgment order, Ngese sent a further email on 7 May 2024 to the first respondent's attorneys of record, alerting them to the email she had sent on 16

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[14] *Supra*.

[15] 1985 (2) SA 756 (A) at p. 765.

[16] Authorities omitted.

February 2024. This email received no response, but was followed (over a month later, on 12 June 2024) by the Sheriff attaching the applicant's assets pursuant to a warrant of execution. This application was issued on 21 June 2024 – about nine days after the arrival of the Sheriff.

[56] I do not view the above as an unreasonable delay on the part of the applicant. It was clear that the applicant (which, as a public higher education institution, inevitably suffers the effects of cumbersome and unwieldy procurement requirements) was attempting to gain clarity on the first respondent's claim, with no assistance from the first respondent. Once it became clear that the first respondent was not intending to assist, the applicant launched the current application with only a very brief delay.

[57] I am therefore satisfied that the failure in question was not wilful.[17]

[58] In regard to the application being *bona fide*, with a *bona fide* defence which carries reasonable prospects of success, it must be noted that fraud as a ground for rescission of an order may take any form and is not limited to perjured evidence or 'fraud committed during proceedings'.[18]

[59] On the assumption that the four contracts referenced by the first respondent in its particulars of claim are not relevant to the first respondent's claim, what remains glaringly absent from the first respondent's papers is any reference to the name of the allegedly duly authorised person who signed the settlement agreement (which, according to the first respondent, is not in fact a settlement agreement) on behalf of the applicant. This is information which would be peculiarly within the knowledge of the first respondent, given the applicant's professed lack of knowledge in this regard.

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[17] See *Silber v Ozen Wholesalers (Pty) Ltd* 1954 (2) SA 345 (A) at pp. 352 – 353.
[18] See *Schierhout v Union Government* 1927 AD 94 at 98 and *Rowe v Rowe* 1997 (4) SA 160 (SCA) at 166H.

[60] There is thus no way to assess the validity of the promissory note/acknowledgment of debt/settlement agreement, and the first respondent's inexplicable refusal to answer what is a very simple question, lends credence to the reasonable suspicion that the promissory note/acknowledgment of debt/settlement agreement is the product of fraud.

[61] The first respondent elected not to address the provenance of the promissory note, and thus engineered the need for these aspects to be appropriately ventilated at trial. This would, additionally, be in the interests of justice, as the applicant is a public higher education institution that is funded *inter alia* by the public purse. This would particularly be so, since a university is viewed as an organ of state, where service level agreements are potentially involved.[19]

[62] The applicant, furthermore, pointed to the potential defence of prescription, as summons was issued more than three years after May 2020 (which was when the particulars of claim alleged that the first respondent concluded its work). Such a defence is, *prima facie*, a *bona fide* defence when one has regard to the timeline in this matter.

Conclusion

[63] Having considered all of the above, I am inclined to exercise my discretion in the applicant's favour.

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[19] See *Harrielall v University of KwaZulu-Natal* 2018 (1) BCLR 12 (CC) at para 15; *Corruption Watch (NPC) (RF) v Chief Executive Officer of the South African Social Services and Others* (21904/2015) [2018] ZAGPPHC 7 (23 March 2018) at para 12 and *Maluti-A-Phofung Local Municipality v Kill Crime Security Service (Pty) Ltd and Others* (2237/2023) [2025] ZAFSHC 24 (30 January 2025) at paras 11 and 13.

Costs

[64] The applicant, in the notice of motion, essentially only requested costs in the event of opposition. The first respondent requested, in the event it was successful, costs on a punitive scale, on scale B. During the hearing of the matter, a punitive costs order was requested by the applicant.

[65] The first respondent's answering affidavit demonstrated an unfortunate tendency to be deliberately obtuse and focus on semantic differences in wording in regard to the technical issues raised in opposition.

[66] The answering affidavit, additionally, engaged in unfounded and scurrilous accusations. The deponent to the founding affidavit (Maepa) was accused of belligerently and intentionally persisting with the default in delivering a notice of intention to defend (despite Maepa's position within the applicant being in dispute); it was averred that it was astonishing that Maepa was not embarrassed to approach this court; that Maepa was intentionally misleading the court; Maepa was (essentially) incompetent; Maepa engaged in recalcitrant and unreasonable conduct; insulted the court and was disingenuous.

[67] The above-mentioned approach, which sought to malign the good character and integrity of the deponent to the founding affidavit (particularly under circumstances where the first respondent failed to name the person who signed the settlement agreement on behalf of the applicant) is to be deprecated, with a suitable costs order reflecting the necessary disapproval.

[68] The cost of counsel on scale C is, in my view, warranted, as the first respondent raised a plethora of technical points, which the applicant was required to address.

Order

The following order is hereby issued:

(a) The default judgment granted on 2 April 2024 against the appellant, is hereby rescinded.

(b) The time periods set out in the Uniform Rules of Court will apply to the further conduct of this matter, and such time periods are to be calculated as commencing from the date of this order.

(c) The first respondent is to pay the costs of this application, on an attorney and client scale, on scale C.

N MOLONY

ACTING JUDGE OF THE HIGH COURT

***Appearances*:**

For the Applicant: Adv Cole SC *instructed by*
Godongwana and Partners Inc.
c/o Mili Attorneys
MAKHANDA

For the First Respondent: Adv Sephton *instructed by*
Bouwer Cardona Inc.
c/o Wheeldon, Rushmere & Cole Inc.
MAKHANDA

Heard on:	4 December 2025
Judgment delivered:	14 April 2026