



**THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

Case A2024/124813

- (1) REPORTABLE: Yes ☒ / No ☐
(2) OF INTEREST TO OTHER JUDGES: Yes ☐ / No ☒
(3) REVISED: Yes ☒ / No ☐

Date: 28 April 2026

In the matter between:

ANDRÉ DERICK KNOETZE

Appellant

and

**RAND MUTUAL ASSURANCE
COMPANY LTD**

Respondent

JUDGMENT

DU PLESSIS J (with whom Ben-Zeev AJ concurs)

Introduction

[1] This appeal concerns the interpretation of Schedule 4 of the Compensation for Occupational Injuries and Diseases Act¹ (“COIDA”). It is an appeal under section 91(3)(a) of the COIDA against a ruling of the presiding officer of a COIDA tribunal,² delivered on 28 June 2024 (“the Ruling”). The Ruling upheld the respondent’s

¹ 130 of 1993.

² Mr Nobangule presiding with two assessors assisting.

calculation of the lump-sum compensation to which the appellant is entitled for a 19% permanent disablement arising from work-related noise-induced hearing loss.

[2] The appeal raises an interpretive question of practical importance: when determining lump-sum compensation for an employee with a degree of permanent disablement of less than 30%, does Schedule 4 to COIDA require the compensator to use the employee's *actual* monthly earnings, calculated in terms of section 63(1) of COIDA, as the earnings input and *then* cap only the resulting compensation at the Schedule 4 maximum? Or may the compensator instead derive a notional "maximum earnings" figure from the Schedule 4 maximum and use that lesser amount as the *earnings* input, thereby arriving at a compensation amount that falls below the prescribed maximum? Put simply, the question is whether the statute caps the amount the claimant is compensated (at the end), or first caps what the claimant earns (at the beginning) and then determines the compensation.

[3] Ancillary issues arise regarding the appellant's entitlement to interest on any additional compensation found to be due, and the appropriate orders as to costs.

Background

[4] The appellant, Mr André Derick Knoetze, worked for nearly thirty years in noisy environments on South African gold mines. In 2019, after his hearing deteriorated to the point that he could no longer perform his work safely, he was medically boarded. Under section 65(5) of COIDA, the date of his disablement was determined to be 30 January 2019, the date on which his noise-induced hearing loss was ultimately diagnosed.

[5] The appellant lodged a claim for compensation under COIDA with the respondent, Rand Mutual Assurance Company Limited ("RMA"), a mutual association licensed in terms of section 30 of the Act to administer claims for certain employers, including those in the mining sector. RMA rejected the claim in September 2019, finding that the appellant's hearing loss was not attributable to his employment.

[6] The appellant lodged an objection under section 91(1) of the Act. The tribunal dismissed the objection. The appellant then appealed to this court. In *Knoetze v Rand Mutual Assurance*³ (“Knoetze I”), a full court held that the appellant was entitled to compensation under COIDA by virtue of the presumption in section 66,⁴ and remitted the matter to the tribunal to determine the quantum of compensation payable.

[7] Following *Knoetze I*, the parties agreed that the appellant’s noise-induced hearing loss amounted to a 19% permanent disablement for COIDA purposes. It was further common cause that, as a person with a permanent disablement of 30% or less, the appellant falls within the lump-sum regime of Schedule 4 rather than the monthly-pension regime.

[8] On 11 December 2023, RMA awarded the appellant lump-sum COIDA compensation of R191 064, together with a separate augmentation policy payment. The appellant contended that the COIDA award was miscalculated and referred the matter back to the tribunal by way of a further objection under section 91(1). After the hearing, the Presiding Officer upheld RMA’s calculation. The tribunal refused to award the appellant his costs of the objection proceedings and did not rule on his claim for interest on the alleged shortfall. This appeal followed.

The law

[9] The principal dispute between the parties is the correct calculation of the compensation to be awarded to the appellant, based on the common cause 19% disablement. Section 49(1)(a) of COIDA provides:

“49. Compensation for permanent disablement.

(1) (a) Compensation for permanent disablement shall be calculated on the basis set out in items 2, 3, 4 and 5 of Schedule 4 subject to the minimum and maximum amounts.”

³ 2022 (2) All SA 458 (GJ).

⁴ 66. Presumption regarding cause of occupational disease.—If an employee who has contracted an occupational disease was employed in any work mentioned in Schedule 3 in respect of that disease, it shall be presumed, unless the contrary is proved, that such disease arose out of and in the course of his employment.

[10] Schedule 4 is regularly amended in terms of section 55 of COIDA, which provides that the nature, extent, minimum and maximum amount of benefits may be amended by notice in the Government Gazette.

[11] The appellant's disablement was determined in terms of section 65(5) of COIDA to be the date on which his disablement was diagnosed (30 January 2019), which means that it is the 2018 Schedule 4⁵ applies in this case.

[12] Items 2 and 3, which govern lump-sums for permanent disablement of 30% and less than 30% respectively, read as follows:

Item	Section	Nature and degree of disablement	Nature of benefits	Manner of calculating benefits	Recommended maximum compensation	Recommended minimum compensation
2	49(1)	Permanent disablement of 30%	Lump sum	15 times the monthly earnings of the employee at the time of the accident	R301 680	R75 420
3	49(1)	Permanent disablement of less than 30%	Lump sum	An amount which bears to a lump sum calculated under item 2 the same proportion as the degree of permanent disablement to 30%		

[13] People with a permanent disability of 31% or more are entitled to compensation in the form of a lifelong monthly pension.

[14] "Earnings" is a defined term. Section 1 of COIDA defines it as "the remuneration of an employee at the time of the accident or the commencement of the occupational disease as calculated in terms of this Act." Section 63(1) prescribes the manner in which earnings must be calculated:

"In order to determine compensation, the Commissioner shall calculate the earnings of an employee in such manner as in his opinion is best to determine the monthly rate

⁵ GN 33 in Government Gazette 41701 dated 13 June 2018.

at which the employee was being remunerated by his employer at the time of the accident, including —

(a) the value of any food or quarter or both supplied by the employer to the date of the accident;

(b) any overtime payment or other special remuneration in cash or in kind of a regular nature or for work ordinarily performed...”

[15] The subsections that follow make it clear that the section is designed to arrive at an equitable, representative and generally maximising calculation of the employee’s actual monthly remuneration at the time of the accident, including in cases of atypical employment.

The appellant’s case

[16] The appellant submits that items 2 and 3 of the 2018 Schedule form a single, coherent scheme for all permanent disablements of 30% or less. The scheme works in three steps: First, the employee’s actual monthly earnings at the time of the accident are calculated in accordance with section 63. Second, those earnings are fed into a unified formula for the lump sum: $\text{Lump sum} = 15 \times \text{earnings} \times (\text{PD} \div 30)$, where PD is the percentage of permanent disablement. Third, the resulting lump sum is then compared with the Schedule 4 minimum and maximum, and, in terms of section 49(1)(a), is increased to the minimum if below it, or reduced to the maximum if above it.

[17] On the evidence, the appellant’s monthly earnings on the date of disablement, calculated in accordance with section 63, were approximately R56 404.78. Applying the formula set out above, the provisional lump sum is R536 845.15 ($15 \times \text{R}56\,404.78 \times 19 \div 30$), which exceeds the 2018 Schedule’s maximum compensation of R301 680. On the appellant’s case, section 49(1)(a) caps the lump sum at R301 680.

[18] The appellant contends that RMA instead derived a notional “maximum monthly earnings” of R20 112 by dividing the maximum compensation (R301 680) by 15 and substituted that lesser amount for his actual earnings in the formula, then calculating it as follows: $15 \times \text{R}20\,112 \times 19 \div 30 = \text{R}191\,064$. He submits that this approach finds no warrant in the language or structure of COIDA. The Act speaks of minimum and

maximum *compensation*, not minimum and maximum *earnings*, and it prescribes a particular method for calculating earnings which RMA was not entitled to disregard.

[19] The appellant also emphasises the social-security character of COIDA. Relying on *Mahlangu and Another v Minister of Labour*,⁶ he submits that where a provision of COIDA is reasonably capable of two meanings, a court should prefer the construction that better advances the protective purpose of the Act and the right of access to social security.

[20] As for the costs argument, the appellant sought costs on three fronts. First, he sought an order that the respondent pay his costs of the 2024 objection proceedings before the tribunal, including the costs of his expert witnesses, on the basis that he was substantially successful in the proper interpretation of the 2018 Schedule and was obliged to pursue that objection to secure the compensation due to him under COIDA. Second, he invited this court to grant him the “historical” costs of the initial tribunal proceedings in 2020 and of the earlier appeal in *Knoetze I*, contending that those proceedings formed part of a single continuum in which he ultimately established both his entitlement to compensation and the proper method of calculating it. Third, as to the present appeal, he sought his costs in the event of success, submitting that nothing in the *Biowatch* line of authority justifies insulating a private mutual association such as RMA from an adverse costs order, and that, in any event, *Biowatch* is concerned to protect successful rights-bearers from adverse costs rather than to shield unsuccessful institutional respondents.

The respondent’s case

[21] The respondent accepts the factual background but offers a different interpretation of the 2018 Schedule. It argues that items 2 and 3 establish two distinct regimes within the lump-sum scheme. Item 2 applies to employees with exactly 30% permanent disablement, and item 3 to those with less than 30%.

[22] According to the respondent, the item 2 formula (15 times the monthly earnings at the time of the accident) is always applied “subject to” the minimum and maximum

⁶ 2021 (2) SA 54 (CC).

amounts, so that a 30% worker can never receive more than the Schedule 4 maximum of R301 680. That capped figure, not the uncapped product of $15 \times \text{earnings}$, is said to be the “lump sum calculated under item 2” to which item 3 refers.

[23] Item 3, so the respondent submits, requires that a worker with less than 30% permanent disablement must always be paid a proportion of the capped 30% benchmark (R301 680), in the same ratio as their degree of disablement bears to the 30%. On this reasoning, a worker with 19% permanent disablement can never lawfully receive the same lump sum as a worker with 30% disablement.

[24] In practice, the respondent implements this by reverse-engineering a “maximum earnings” of R20 112 ($R301\ 680 \div 15$) and inserting that amount as the earnings input for all workers whose actual earnings exceed that level. This produces the appellant’s award of R191 064. The respondent contends that any other interpretation “breaks” the proportionality envisaged by item 3 and permits lower disability percentages, at high earnings, to attract the same monetary award as a 30% permanent disablement.

[25] The respondent further submits that subsequent amendments to Schedule 4, which eventually express the formula explicitly as $15 \times \text{earnings} \times (\text{PD} \div 30)$ for all lump-sum claimants, should not be used as interpretive aids for the 2018 Schedule, because those amendments were intended to change the scheme, not clarify it.

[26] The respondent did not seek an order for its own costs, whatever the outcome of the appeal. It opposed the appellant’s request for “historical” costs in respect of the 2020 tribunal proceedings and *Knoetze I*, noting that those costs had either been dealt with or left to lie in the earlier appeal and were not properly before this court in the present matter. As to the 2024 objection proceedings, it submitted that the Presiding Officer’s decision not to award costs should not be lightly interfered with, and that, in any event, the tribunal’s approach was consistent with the social-security character of COIDA and with the desirability of avoiding a chilling effect on the administration of the scheme. In relation to this appeal, it invited the court, if the appellant succeeded, to make no order as to costs, having regard to the novelty and complexity of the

interpretive issue and to the fact that RMA is a specialised assurance fund with finite resources that must be applied for the benefit of all claimants.

Interpretation of the sections and schedule

[27] The starting point is the language of the provision, considered in its context and in the light of its purpose. In *Natal Joint Municipal Pension Fund v Endumeni Municipality*,⁷ Wallis JA explained that interpretation is

“the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors.”

[28] COIDA is social security legislation. In *Mahlangu*⁸ the Constitutional Court held that COIDA benefits form part of the legislative measures giving effect to the right of access to social security in section 27(1)(c) of the Constitution, and emphasised that exclusions from the Act’s protective ambit must be interpreted restrictively against that constitutional backdrop. Arguably, a similar interpretive generosity is appropriate when considering provisions that regulate the quantum of compensation.

[29] Item 2 provides that a worker who is 30% permanently disabled must receive a lump sum equal to 15 times his or her monthly earnings at the time of the accident. “Earnings” is defined in section 1 and must be calculated in accordance with section 63. Section 63 requires the decision-maker to determine what the employee was, in fact, being paid per month at the time of the accident, including regular allowances

⁷ 2012 (4) SA 593 (SCA) para 18.

⁸ *Mahlangu v Minister of Labour* [2020] ZACC 24; 2021 (1) BCLR 1 (CC); [2021] 2 BLLR 123 (CC); (2021) 42 ILJ 269 (CC); 2021 (2) SA 54 (CC)

and overtime. Neither item 2 nor section 63 places any upper limit or cap on those earnings.

[30] Section 49(1)(a),⁹ which introduces the phrase ‘subject to the minimum and maximum amounts’, regulates the amount of *compensation*, not the earnings that are used in the calculation. Applied to item 2, it means that once the product of 15 times the employee’s earnings has been worked out, that amount is then compared with the Schedule 4 minimum and maximum: if it is below the minimum, the minimum is paid; if it is above the maximum, the maximum is paid. The words ‘subject to’ therefore adjust the outcome of the calculation; they do not change what counts as earnings or create a separate, lower ‘earnings ceiling’.

[31] Item 3 provides that a worker with less than 30% permanent disablement must receive “an amount which bears to a lump sum calculated under item 2 the same proportion as the degree of permanent disablement to 30%”. The provision does not refer to “the maximum lump sum” or “the capped lump sum”. It refers to a lump sum calculated under item 2. Item 2, in turn, does only one thing: it multiplies the employee’s monthly earnings at the time of the accident by 15. The minimum and maximum amounts do not form part of that calculation; they are applied afterwards, via section 49(1)(a), when the resulting lump sum is tested against the prescribed floor and ceiling.

[32] On this ordinary reading, the “lump sum calculated under item 2” is simply the amount obtained by multiplying that worker’s earnings by 15, before any minimum or maximum is applied. Item 3 then adjusts that amount by the worker’s percentage of permanent disablement, expressed as a fraction of 30. Once that figure has been calculated, section 49(1)(a) again requires that it be checked against the prescribed minimum and maximum compensation.

[33] Under the respondent’s approach, ‘a lump sum calculated under item 2’ is always the same figure, namely the statutory maximum of R301 680 that a 30% worker

⁹ 49. Compensation for permanent disablement.

(1) (a) Compensation for permanent disablement shall be calculated on the basis set out in items 2, 3, 4 and 5 of Schedule 4 subject to the minimum and maximum amounts.

can receive. That fixed amount is then used as the starting point for everyone with less than 30% disablement under item 3. In other words, item 3 is tied to the statutory maximum, not to the amount that would result if item 2 were actually applied to the worker's earnings. The wording of item 3 does not say this.

[34] It is common cause that neither COIDA nor the 2018 Schedule uses the term "maximum earnings" in the context of calculating compensation. The only maximum that section 49(1)(a), read with the 2018 Schedule, prescribes in this context is a maximum on the *compensation* that may be paid. The maximum on earnings that appears elsewhere in the Act serves a different purpose, relating to assessments and contributions, and plays no role in the calculation of compensation under section 49.

[35] Likewise, the figure of R20 112 does not appear anywhere in COIDA or the 2018 Schedule. It is obtained by dividing the Schedule 4 maximum compensation of R301 680 by 15. As explained, the respondent then treated that figure as the appellant's monthly earnings. That approach may have been adopted in good faith as a practical way of applying the cap, but it is not what section 63 requires when calculating earnings, and it finds no support in section 49(1)(a), which speaks only of minimum and maximum compensation.

[36] Lastly, the respondent's own records reflect the appellant's accident earnings as R56 404.78. That figure was not disputed. RMA nonetheless set it aside and used R20 112 instead. That was not because RMA had recalculated the appellant's earnings under section 63 and arrived at a different answer. It was because RMA treated the Schedule 4 maximum as a cap on *earnings* rather than on *compensation*. That is the error at the heart of this appeal, and the reason why the appeal must succeed.

The proportionality argument and the role of floors and ceilings

[37] The respondent's main policy argument is that, under the appellant's construction, a worker with less than 30% permanent disablement could, if earning enough, receive the same maximum lump sum as a worker with 30% permanent

disablement. That, the respondent says, cannot be right because a less severely disabled worker should always receive less.

[38] While I sympathise with this reasoning, it does not take into account how a scheme with fixed monetary floors and ceilings necessarily operates. Three points follow from the structure of any earnings-linked formula that operates within a prescribed minimum and maximum:

- a. Within the band between the minimum and maximum, proportionality works as it should. A worker with a lower degree of permanent disablement will always receive less than a worker with a higher degree, because the degree of disablement is a direct factor in the formula.
- b. At the upper end, some workers, because of their earnings level, will produce a calculated lump sum that exceeds the maximum. For those workers, the maximum is paid regardless. It is therefore possible that a worker with, say, 19% disablement and high earnings, and a worker with 30% disablement and lower earnings, both end up at the maximum. That is the inevitable result of a monetary ceiling.
- c. The same happens at the lower end. A worker with 30% disablement and very low earnings, and a worker with 20% disablement but slightly higher earnings, may both produce a calculated lump sum below the minimum and end up receiving the same minimum amount. If convergence at the top is an anomaly, so too is convergence at the bottom, yet no one suggests the minimum is impermissible for that reason.

[39] These convergences do not indicate a flaw in the appellant's interpretation. They are the natural result of the legislature's decision to combine an earnings-based formula with fixed monetary floors and ceilings. The statute does not guarantee that every possible combination of earnings and disablement will produce a different rand outcome. What it guarantees is a formula that is applied consistently within a band defined by a minimum and a maximum.

[40] The respondent's approach does not avoid the very problem it identifies. Under its own construction, two workers with 30% disablement who earn different amounts will both receive R301 680 if their calculated lump sums exceed the maximum. The scheme, therefore, already tolerates convergence at the top. It seems as if the respondent's real objection is not to convergence as such, but to a sub-30% worker receiving the same amount as a 30% worker. To prevent that, it introduces an earnings ceiling that the Act does not prescribe. That method is not authorised by the text.

An analogy: the RAF cap on loss of income

[41] There is a useful analogy in the way South African courts have grappled with the cap on loss of income under section 17(4)(c) of the Road Accident Fund Act¹⁰ (the RAF Act). That section limits compensation for loss of income to a fixed annual amount, "irrespective of the actual loss", adjusted quarterly to counter the effects of inflation.

[42] In *Sil v Road Accident Fund*,¹¹ Sutherland J held that section 17(4)(c) limits the amount payable as compensation, not the calculation of the claimant's actual loss of income. The cap is applied to the outcome of a proper loss calculation, not to the inputs used to generate that outcome. Section 49(1)(a) of COIDA, read with the 2018 Schedule, likewise identifies the compensation figure as the one to be capped. In both schemes, the statute first requires the relevant amount to be calculated using the prescribed method (loss of income in RAF; lump sum based on actual earnings in COIDA), and only then applies the cap to that outcome. What the statute does not permit is shifting the cap back into the calculation machinery by substituting a notional 'maximum earnings' for actual earnings.

The evolution of Schedule 4

[43] For completeness, it may be noted that subsequent amendments to Schedule 4, made in 2019, 2020, 2021 and 2022, progressively simplified and rationalised the wording of the lump-sum items. The formula is now expressly stated as $15 \times \text{monthly earnings} \times (\text{PD} \div 30)$ for all permanent disablement of 30% and below, with the

¹⁰ 56 of 1996.

¹¹ 2013 (3) SA 402 (GSJ).

minimum and maximum applying to the result. This aligns with the appellant's construction.

[44] The respondent is correct that subsequent amendments cannot lightly be treated as declaratory of the previous law. They may reflect a change in policy or an attempt to resolve drafting issues. It is therefore unwise to rest the interpretation of the 2018 Schedule solely on these amendments. However, where the language, structure and purpose of the 2018 provisions already point clearly in one direction, it is at least comforting, and not inconsistent, that the later amendments give explicit expression to that construction.

Conclusion on the principal issue

[45] In conclusion, in my view, the correct interpretation of section 49(1)(a) of COIDA read with items 2 and 3 of the 2018 Schedule is as follows:

- a. The employee's monthly earnings at the time of the accident must first be calculated in terms of section 63, so as to determine what the employee was, in fact, being paid per month.
- b. For an employee with a 30% permanent disablement, item 2 fixes the lump sum at 15 times those earnings.
- c. For an employee with a permanent disablement of less than 30%, item 3 fixes the lump sum at the item 2 amount, adjusted by the employee's percentage of permanent disablement expressed as a fraction of 30. In formula form: $15 \times \text{earnings} \times (\text{PD} \div 30)$.
- d. The lump sum arrived at in (b) or (c) is then tested against the Schedule 4 minimum and maximum compensation amounts. If it is below the minimum, the minimum is paid; if it is above the maximum, the maximum is paid.

[46] Applied to the appellant, the parties accept that his section 63 earnings at the date of disablement were approximately R56 404.78 per month. On a permanent disablement of 19%, the formula yields a provisional lump sum of about R536 845.

That exceeds the 2018 Schedule maximum of R301 680. The appellant is therefore entitled to the maximum amount of R301 680.

Interest

[47] The respondent accepts that, if additional compensation is found to be due, interest should run on the shortfall from the date of the original award. RMA made that award on 11 December 2023. Interest on the shortfall of R110 616 is accordingly payable at the prescribed rate from 11 December 2023 to the date of payment.

Costs

Costs of the 2024 objection proceedings

[48] The Presiding Officer declined to make a costs order in respect of the 2024 objection proceedings culminating in the Ruling. On appeal, this court has the power to interfere with and substitute that costs order where the discretion has not been exercised judicially. The appellant was, in substance, correct in his objection to RMA's method of calculation and, on the proper interpretation of the Act, would have been entitled to succeed before the tribunal. No cogent reasons were advanced in the Ruling for depriving him of his costs.

[49] In those circumstances, the refusal to award the appellant his costs in the 2024 tribunal proceedings cannot stand. The ordinary principle that costs follow the result should apply, and the appellant is entitled to those costs.

Historical costs of the 2020 tribunal proceedings and Knoetze I

[50] The appellant also invited this court to award him the costs of the 2020 tribunal proceedings and the appeal in *Knoetze I*. Those proceedings are not the subject of the present appeal. The costs of *Knoetze I* fall within the discretion of the court that decided that appeal, and its order, whether express or by silence, is not before us. The initial 2020 tribunal proceedings are similarly within the scope of that earlier litigation history. No clear jurisdictional basis has been shown that would permit this court, sitting as an appellate court on a later quantum ruling, to reopen or rearrange those historical costs.

[51] It is therefore neither necessary nor appropriate to make any order in respect of the costs of the 2020 tribunal proceedings or of the appeal in *Knoetze I*.

Costs of this appeal

[52] The appellant stated that should he be successful, he should get costs, not of counsel who acted pro bono, but the attorney's costs. The respondent did not seek costs, regardless of the outcome. If unsuccessful, it requested that this court, mindful of the complexity of the legal issue and the social-security context, make no costs order against it.

[53] The legal issue is novel and reasonably arguable, and the respondent occupies a special position as a mutual association administering a social-security scheme under statute. In these circumstances, no order as to the costs of this appeal is appropriate.

Order

[54] The following order is made:

1. The appeal is upheld.
2. The Ruling of the tribunal dated 28 June 2024 is set aside and replaced with the following:
 - 2.1. The respondent is directed to pay the appellant the sum of R110 616 (one hundred and ten thousand six hundred and sixteen rand), being the difference between the correct maximum compensation of R301 680 and the amount of R191 064 already paid.
 - 2.2. The respondent is directed to pay interest on the sum of R110 616 at the prescribed rate from 11 December 2023 to the date of payment.
 - 2.3. The respondent is directed to pay the appellant's costs of the objection proceedings before the tribunal in 2024.
 - 2.4. No order is made in respect of the costs of the tribunal proceedings in 2020 or the costs of the appeal in *Knoetze v Rand Mutual Assurance* 2022 (2) All SA 458 (GJ).
3. There is no order as to the costs of this appeal.


WJ du Plessis

Judge of the High Court, Gauteng Division,
Johannesburg

Date of hearing: 5 February 2026

Date of judgment: 28 April 2026

For the appellant: P Buckland instructed by Richard Spoor
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