IN THE LABOUR COURT OF SOUTH AFRICA

(HELD AT JOHANNESBURG)

CASE NO: JR 2441/08

In the matter between:

MALEKERE KLAAS MOLETE **Applicant**

and

THE SAFETY AND SECURITY BARGAINING COUNCIL **1st Respondent**

JOYCE TOHLANG, N.O. **2nd Respondent**

MINISTER OF SAFETYAND SECURITY **3rd Respondent**

JUDGMENT

LAGRANGE, AJ

Introduction

1. This matter concerns an application to review and set aside the Second Respondent's award issued under the auspices of the Safety and Security Bargaining Council ('the SSBC') on 19 November 2008. The arbitrator dismissed the applicant's claim of unfair dismissal, in an extensive and closely reasoned award.

Backgound

2. Until the time of his dismissal on 23 March 2007, following an unsuccessful appeal, the applicant was a senior superintendent in the SAPS.

3. The events leading to the disciplinary enquiry of the Applicant, which are set out below, deal with two insurance policies on the life of a third party in which the applicant was the nominated beneficiary.

4. The Applicant was the holder of a life insurance policy with Old Mutual Insurance Company ('Old Mutual'). Some time in July and August 2002, Old Mutual offered existing policy holders an opportunity to increase their cover and add their spouse or common law spouse as an insured party. The applicant, who was an Old Mutual policy holder added Mr R J Mamatela ('Mamatela') as his 'partner'. The policy document did not define what was meant by a 'partner'. The policy document appeared to be co-signed by Mamatela on 14 August 2002. Mametela was insured dfor accidental death to the value of approximately R 350,000-00.

5. In response to a query from Old Mutual about his relationship with Mamatela, the applicant advised Old Mutual in a letter that Mamatela was his brother.

6. On 10 July 2002 someone calling himself Mr R J Mamatela phoned the call centre of Hollard Life Insurance Company ('Hollard Life') and took out a personal accident policy for R 500,000-00 and funeral cover of R 20,000-00. The telephone call was recorded, as is the practice with contracts concluded in this manner. The beneficiary of the policy nominated by the caller was the Applicant.

7. On 19 November 2002 the Applicant submitted a claim to Hollard Life. The company instituted an investigation into the claim which eventually resulted in disciplinary charges being brought against the Applicant. Old Mutual also received a claim from the applicant in respect of the death of Mamatela.

8. The two insurance companies communicated with each other and discovered they both had received claims from the applicant against policies insuring Mamatela's life.

9. Investigations by the companies led to the applicant being charged with misconduct in terms of Regulation 20(q) and 20(z) of the SAPS Discipline Regulations.

10. The alleged misconduct under regulation 20(q) consisted of the applicant's alleged inclusion of Mamatela on his Old Mutual policy without disclosing to the insurer that Mamatela was reported missing in May 2002, and for allegedly buying a policy from Hollard Life by misrepresenting to the insurer that he was Mamatela.

11. The misconduct described under Regulation 20 (z) concerned the applicant's alleged fraudulent claims on both of the life policies taken out on Mamatela.

12. Five witnesses gave evidence for the employer at the arbitration.

13. The first was Mr M Heystek, ('Heystek') a forensic audit manager employed by Hollard Life. He testified on the checks done on Mamatela's policy when the claim was lodged. The first anomaly he came across was that 'Mamatela's' bank account was the same as the applicant's, the beneficiary of the policy. He also testified that the information captured in the telesale of the policy showed that the telephone number used was the same as the applicant's cell phone number.

14. Heystek also testified to anomalies between information provided in the claim form and information provided in the telesale. He also noticed discrepancies between the claim form which indicated that the deceased was 'kidnapped and killed in Viljoenskroon' and the death certificate which indicated that the cause of death was undetermined. The police report showed the deceased's corpse had been found in open ground in Viljoenskroon and the cause of death was unknown.

15. Heystek confirmed that the telephone calls relating to the policy were copied onto a compact disc and given to Dr LPC Jansen ('Jansen') for analysis.

16. The applicant objected to Heystek's evidence on the ground it was hearsay evidence.

17. Jansen, whose expertise was not challenged, testified to his analysis of the taped telephone calls recorded on the compact disc. He was asked to compare two digital sound files on the disc. On one the caller identified himself as Mametela and the other was the claimant. Jansen's finding was that the voices belonged to the same person.

18. Mr K Magnet ('Magnet') a forensic manager from Old Mutual testified to the various documentation received in respect of the Old Mutual policy extension and the claim lodged in respect of Mametela's death. The application form for the extension of the policy was faxed from Kagiso police station in August 2002, as were the following documents relating to the claim in November 2002: Mametela's death certificate; a SAPS letter from Viljoenskroon police station confirming the discovery of the Mametela's body apparently slain by unknown suspects with an unknown instrument and another police report confirming the cause of death as unknown. He also testified to the documents received from the applicant in response to a request from Old Mutual.

19. Inspector MA Sennanyane also testified that the second police report, mentioned above, which he signed was given to him by the applicant. He testifies that he recalls Mametela being reported missing in May 2002, by the deceased's mother.

20. The last witness, M V Rangasamy, a Director in SAPS testified to what transpired at the disciplinary enquiry which he chaired.

21. The following noteworthy sequence of events emerges from the largely undisputed facts:

    21.1. In May 2002 Mametela was reported missing;

    21.2. On 10 July 2002, someone claiming to be Mametela phoned Hollard Life and took out a life policy on Mametela's life, and nominated the applicant as the beneficiary.

    21.3. The premiums on the policy ostensibly taken out by the missing Mametela, were paid for by the applicant.

    21.4. On 15 August 2002 Mametela is added to the applicant's Old Mutual policy as an insured party, on the basis that he was the applicant's 'partner';

    21.5. the Old Mutual policy application form to extend the applicant's cover to his 'partner' bears a signature purporting to be that of Mametela at a

time when he had already been reported missing more than two months earlier;

21.6. On 19 November 2002 the applicant claimed against the Hollard Life policy ostensibly taken out by Mametela in his favour;

21.7. At about the same time the applicant also claimed against the Old Mutual policy insuring Mametela;

22. To the extent the applicant contests any of the these allegations in its review, they are addressed below.

23. What is remarkable about these events is that life policies both of which nominated the applicant as the beneficiary were taken out on the life of someone who had already been reported missing to police. Even more strange is the fact that at a time Mametela had officially been missing for a while, he seems to have taken out the Hollard Life policy himself and signed the application form submitted by the applicant to Old Mutual. What is particularly disturbing about the events is that significant life policies were taken out on the life of a missing person who was found dead in mysterious circumstances a few months later.

24. Although he chose not to try and explain these events in evidence, the applicant did venture an explanation for some matters in his supplementary affidavit in these review proceedings.

25. In paragraph 14 of his affidavit the applicant submits that:

> "The commissioner miserably failed to understand that my information was provided to Hollard Insurance Company by Jacob Mametela himself. Mametela stayed with me at the time that the policy was taken out and the commissioner failed to consider this to be a reasonable possibility."

26. Further, in paragraphs 18 and 19 of his supplementary affidavit, the applicant states the following:

> "19. The reason why Jacob Mametela was added as my "partner" was because we were in business together. The Commissioner failed to consider that probability and therefore she came to the wrong conclusion regarding my dismissal.
>
> 20. The fact that when I purchased additional cover on the Old Mutual policy Jacob Mamatela co-signed the document which appears on page 201 of the bundle." (sic)

27. In other words, the applicant confirms that at a time his 'business partner' had been reported missing to the police, Mametela had nonetheless co-signed an insurance application with the applicant, of which the applicant was the beneficiary. Regrettably, the applicant decided not to shed any light on how he came to make contact with someone who had been reported missing, nor does he explain the nature of his business partnership with the missing person, and how it was conducted during the time Mametela was recorded as missing. Even more astonishing is the revelation that the missing person was in fact living with the applicant when the Hollard Life policy was taken out.

28. Quite apart from the implications of these belated statements by the applicant, he quite disingenuously tries to use this new information to attack the inferences drawn by the arbitrator, whom he chose not to share the information with during the arbitration. It is telling also that all of this is revealed at a time when he can no longer be subjected to cross-examination.

The Award

29. The arbitrator evaluated the evidence of Heystek as follows:

> "The evidence of Heystek is that a claim was received and he was appointed to investigate the matter. The witness testified that he listened to the voice recordings of the telesales and the claim. The information provided when the policy was bought was that of the applicant. Mr Heystek's evidence it was argued amounted to hearsay. With respect I do not agree with this contention. The witness testified that the sale was concluded over the phone and it was recorded. What he did was to listen to the recordings. He testified that there was no way that these could be tampered with and this evidence was not challenged.
>
> This witness testified that the caller who identified himself as Mametela provided certain information and most of the information provided was the applicant's. The policy document was sent to the address of the applicant, which was 96 Greenhills Randfontein. Even if the telesales person was to be called as a witness she could still not identify the person as they spoke over the phone. The cellular number used to contact Mr Mamatela belongs to the applicant. The bank account that was provided was that of the applicant and evidence was led to the effect that indeed the premiums were deducted from this account."

30. In respect of Magnet's evidence on the Old Mutual policy, the arbitrator highlighted the fact that Mametela was added to the applicant's policy on the basis that he was the applicant's partner and the increased premiums were paid for by the Applicant, which he was hardly likely to have been unaware of, yet no explanation for the deductions was proffered by the applicant even in his closing argument.

31. It appears that the applicant submitted that he did not take out life insurance on Mametela at the time he was missing nor did he submit any claims to either company. Notably these were submissions made in argument and not in evidence.

32. The arbitrator also questioned how a copy of the applicant's passport ended up in the Hollard's offices and that Old Mutual had a copy of his identity document. Implicitly, the arbitrator was indicating that the applicant must have been instrumental in getting these documents to the insurers.

33. Further, the arbitrator asked rhetorically who could have submitted the police declaration to Hollard Life except the applicant. Moreover, she notes Sennanyane's evidence that it was the applicant who brought the declaration to the station, even though she erroneously identifies is as a report on a Metropolitan Life form, whereas it was in fact a Hollard Life form (a point raised by the applicant in his supplementary affidavit) and concludes that the only reason that he would have wanted Sennanyane to complete the document was because he was aware Mametela had been found and identified, and that he wanted to lodge the claims.

34. Importantly, the arbitrator assessed the overall probabilities of the employer's version, which she summarised as follows:

> "In this case in both cover's that were purchased the applicant was the beneficiary. The information provided to Hollard Life Insurance when the cover is taken is that of the applicant, including the cellular number. The salesperson at Hollard phoned "Mamatela" on the applicant's cellular phone and the cover was purchased then. Professor Jansen's testimony which is undisputed is that the voice of the person who presented himself as Mamatela is the same as the voice of M K Molete when the claim was lodged. Finally it is the applicant that stood to benefit from all these transactions."

35. The arbitrator concluded that even though the applicant did not have to prove his innocence, there was enough evidence to put the applicant on his defence, but the applicant chose to close his case without giving any explanation.

The Grounds of Review

36. In the original notice of motion, for the most part, the applicant states general grounds of review, relating to the arbitrator's evaluation of the evidence, without providing any facts on which the grounds he mentions are based. The thrust of the applicant's complaint is that the arbitrator misconstrued all the evidence that indicated on the probabilities that Mametela did not take out life insurance with either insurer at the time he knew Mametela was missing. Moreover he contends the evidence also indicated that the applicant did not submit a claim to either company. The applicant also contends that no original or properly authenticated documents were provided.

37. The applicant provided more detailed grounds of review based on the specifics of the case in his supplementary affidavit, which are considered below.

38. Firstly, the applicant attacks the arbitrator's finding that Heystek's evidence did not amount to hearsay. In particular, the evidence of the transcript of the sales call recording was admitted without any evidence to confirm the accuracy of it, and accordingly the arbitrator should have excluded it. In relying on the evidence of the sales call, which ought to have been excluded, the arbitrator concluded that it was the applicant who made the call, whereas all the information was provided by Mametela.

39. It is true that the arbitrator place reliance on Heystek's evidence of the alleged telesales of the Hollard Life policy. Heystek's evidence consisted firstly of testimony about how telesales details are recorded on the insurer's system. He confirmed how he obtained the information from the insurer's database and provided copies of the pages that the programme displayed reflecting a telesale of a policy to a caller identifying himself as RJ Mamatela, the existence of a 'vox' file titled 'Mamatela.vox' and details of the policy holder.

40. The details on the printed copy of the screen display of the policy taken out on Mamatela shows the given address as the applicant's address in Randfontein and also indicates the applicant's cell phone number. As evidence of what Heystek was able to retrieve from Hollard Life's computerised record of telesales, I do not believe there was anything improper about allowing Hollard Life to lead this evidence. It is true that the call centre operator who handled the call and logged the original entries was not called to testify and in that sense, Heystek could not testify to the actual logging of the call details, and to that extent Heystek could only tender hearsay evidence (what the computerised database of telesales revealed) and not claim direct knowledge of the telesales himself.

41. In *casu* it is clear that the arbitrator erred in not finding that at least some of Heystek's evidence amounted to hearsay. The question is whether by not appreciating its hearsay character this led to a material defect in the arbitrator's award.

42. Evidence of a similar kind was accepted by the Labour Appeal Court in the case of ***The Foschini Group v Maidi and Others*** **(JA 12/08) [2010] ZALAC 5 (25 March 2010).** In that matter the employer's national operations administrative manager gave evidence on stock losses he had determined by referring to data obtained from the firm's IT system. The fact that he had not made any of the original entries on the system was not seen as an obstacle to accepting the

reliability of the reports he derived from it, in the absence of any evidence suggesting that the records had been fabricated to implicate the employees accused of being responsible for the stock losses. The LAC also took account of the witness's own testimony that the evidence derived from the system was reliable.[1]

43. What is also worth noting about the type of evidence given by Heystek, is was derived from a standard operating programme of the company in daily use as part of its telesales business, on which it relied to record policies concluded telephonically. It is reasonable to suppose, in the absence of evidence to the contrary, that such a vital record for the company could ordinarily be relied upon to reflect the correct details of the policies recorded on it.

44. In the circumstances, even though the arbitrator may have erred in not appreciating that some of Heystek's testimony consisted of hearsay evidence, there was no reason to doubt that it was sufficient to demonstrate *prima facie* evidence of the creation of a policy on 15 July 2002 with Mametela as the insured party having the applicant as a beneficiary and reflecting his cell phone number and home address as Mametela's number and address. That prima facie evidence was not rebutted in the course of the arbitration. It is true it was put to Heystek that Mametela would deny he made the call in July and November 2002, but the applicant was never prepared to allow these denials to be tested under cross-examination, so there was no evidence adduced to rebut the prima facie evidence to the contrary. Therefore, despite the arbitrator's mis-characterisation of the evidence, I do not believe it materially impacted on the case, nor do I think it ought to have been excluded merely because of its hearsay character.

45. The applicant suggests only in his supplementary affidavit that there was nothing odd about a copy of his ID document ending up with Old Mutual because "(t)he

[1] Paras [36] to [39] of the judgment.

reason Magnet had a copy of my ID was because I submitted the Old Mutual claim after Jacob Mamatela's body was discovered." In passing it must be noted that by making this admission, the applicant paradoxically negates his entire attack on the reliability of the evidence indicating that the body discovered was that of Mametela. Accordingly his attack on the accuracy of the identification of the corpse cannot be considered relevant to this review application.

46. He further denies that he ever submitted that he did not take out a policy on Mametela with old Mutual but persists with his denial that he took one out with Hollard Life. According to the arbitrator this submission was made in the applicant's closing arguments which do not form part of the record. The applicant's denial that he made such a submission is not supported by any evidence on the record either. However, it is noteworthy in his founding affidavit that he did dispute that the evidence showed he took out a policy with either company. In any event the issue is whether the policy was most probably taken out by the applicant at a time when Mametela was already missing. According to Magnet's testimony and the application form received to extend cover to the applicant's partner, Mametela, the form was faxed from Kagiso police station on 15 August 2002. The form was ostensibly signed by Mametela the day before. No explanation was ever provided by the applicant how it happened that Mametela came to sign the form at a time when he had been missing for approximately three months.

47. In relation to how a copy of his passport came to be in Hollard Life's possession he says the arbitrator ought to have insisted that the person who allegedly received the claim form from him should have been called to testify. By not calling this witness he had no opportunity to cross examine him. He submits that the evidence that he submitted a claim to Hollard Life was inconclusive. But the significant information which the arbitrator singles out were the fact that the premiums for this policy, which the applicant was supposedly unaware of, were paid out of his own account; the address given by the policy applicant who identified himself as

Mametela was that of the applicant, and he gave the applicant's cell phone number as his own. Moreover, the policy was sent to the applicant's address. The applicant seeks to strenuously distance himself from lodging the claim, but the arbitrator did not appear to rely on the more direct evidence supporting the conclusion that he most probably personally lodged the claim at Hollard Life. The arbitrator's focus was on the other circumstantial evidence mentioned. Accordingly, this criticism of the arbitrator's reasoning is something of a red herring because it relates to evidence the arbitrator did not seem to place emphasis on.

48. In fact, if the arbitrator had focussed on some the other evidence tending to show that the applicant did lodge the claim with Hollard Life, she would most likely have been reinforced in her view: the most probable inferences that can be drawn from that evidence is that the applicant did indeed lodge the claim. Thus, there is an extract from a Hollard Life Visitor's register showing that on 19 November 2002 an entry was made under the name 'D Klaase' visited Hollard Life premises. Secondly, it appears that a claim application in respect of the policy on Mametela was received on the same date by Hollard Life indicating the applicant as the claimant. Such evidence may not be conclusive proof that the applicant himself handed in the claim on the policy that day, but it is strong circumstantial evidence tending to show that he did. It is true the documents tendered by Magnet are not originals but he was not challenged on the basis that the copies were part of an elaborate fabrication. The mere fact that the applicant was the only nominated beneficiary of the Hollard Life policy also meant that it would not be surprising that he lodged a claim under it. What would be more strange is that a complete stranger posing as the applicant should have lodged the claim, especially when he was the named beneficiary of the policy.

49. The applicant further contests that Sennanyane could not confirm the content of the conversation between Inspector Plaatjies and Mametela's mother, and therefore his evidence regarding the missing persons report could not be relied on.

He submits that Mametela's mother should have been called, and the report should not have been received into evidence. Sennanyane's evidence was that he confirmed a missing person's report had been lodged in May 2002 in respect of Mametela, and that he was present in the office when his former colleague, Plaatjies, was recording the missing person's report at the request of Mametela's mother. The evidence of Sennanyane together with the circumstantial evidence of the missing person's report and an entry in an extract from the Investigation Diary at Viljoenskroon police station all support the inference that Mametela was reported missing in May. The alternative explanation is that the Sennanye was mistaken or was lying when he recalls the report being made by Mametela's mother and the extract and missing person's report are fabrications. In the absence of any plausible evidence explaining why such an elaborate fabrication would have been contrived the most plausible explanation is that a missing person's report had been completed at the instance of Mametela's mother, even if Sennanyane was not privy to all the details at the time.

50. He also claims the arbitrator made a material error of fact in finding that he brought the police declaration to Sennanyane to sign but does not say why this was an error. Sennanyane was very clear this was so in his evidence in chief and also confirmed he took the statement from Mametela's mother dated 26 November 2002 which appears in the bundle in which she again mentions that her son went missing in May.

51. Further, the applicant criticizes the arbitrator for assuming that the person who received the claim form at Hollard Life was unlikely to remember who submitted the claim. Here too the arbitrator failed in her duties in the applicant's view by excusing the employer from calling a witness to testify about receipt of the claim. This criticism is not warranted in my view. It is not unreasonable to believe that any employee who received a claim form in late 2002, might have struggled some five years later to distinctly remember that claimant out of all the claimants who

had lodged forms. It was not unreasonable for the arbitrator to have relied on the circumstantial evidence of the documentation to conclude that the applicant submitted the claim.

52. The applicant dismisses the significance of the fact that premiums for both policies were deducted from his bank account. In respect of the Hollard Life policy he points out that no signatures were required to conclude the telesales policy and the mere fact that his details appear on the policy sale does not lead to the conclusion that he made the call. What the applicant fails to appreciate is that the congruence of all the circumstantial details which show that the person taking out the policy used a number of his personal details and named him as the beneficiary indicates that he ought to be able to shed light on how it was that his address, phone number and bank details came to be used by an unknown third party who magnanimously named him as a beneficiary, and that he did not at any stage query why he was now paying premiums on a policy he had no knowledge of. In the absence of a plausible alternative explanation from himself, it is not unreasonable to infer that he was the source of the information captured in the policy and that he paid the premiums because he was the sole beneficiary of it. The arbitrator was not required to speculate about possible alternative explanations when the applicant provided no evidence to support any.

53. According to the applicant, the arbitrator committed her 'gravest misconduct' in assuming that the call made to Hollard Life was made by him only because the transcript shows it is a call to Molete, whereas nowhere in the transcript is his name mentioned. Had the arbitrator truly considered the evidence in its totality she would have concluded he was never identified as the caller. What the arbitrator concluded was that Jansen's testimony that the voice of the person who presented himself as Mamatela when the policy was taken out and that of the person who presented himself as Molete were the same and that this evidence was undisputed. It is true that the call by the 'claimant' does not identify himself as Molete. However, if it was not Molete who complained telephonically about the

delay in finalising the claim then it must have been someone posing as him because in terms of the policy he was the only possible claimant. The significance of the expert evidence on the voice similarities is that the person who took out the policy could not have been Mametela because Mametela could not have made the call posing as the claimant as he was already dead. The other possibility is that it was Molete or some unknown third party who posed first as Mamatela then as Molete, and who somehow had access to Molete's cell phone and other personal details when the policy was taken out. Molete did not provide any evidence to provide a plausible explanation why it was unlikely he was the caller on both occasions. Accordingly, the arbitrator's inference that the caller who was pursuing the claim was presenting himself as Molete, even if he did not identify himself by name.

54. More generally, the applicant criticizes the admission of copies of documents in evidence as opposed to originals, including the affidavits purportedly made by Mametela's mother. The applicant raises discrepancies between the missing person's report which Mrs Mametela ostensibly signed, the thumbprint which appears on the affidavit identifying her son's corpse and another signature supposedly of hers appearing on the affidavit regarding the identification of the body. The highpoint of the applicant's cross-examination of Sennanyane on the creation of the missing person's report was when Sennanyane agreed he might have missed some of the conversation in May between Mrs Mametela and his colleague (now deceased) who created the report. It was never put to Sennanyane that the missing person report was never made by Mrs Mametela in May 2002, which is the very least the applicant ought to have done if he now wants to assert the unreliability of that evidence.

55. The applicant believes he also ought to have had a chance to test the evidence of the post mortem report in which Dr Botha concluded that the person in question had died three months prior to the discovery of the corpse. There was nothing preventing the applicant from issuing a subpoena to summons the doctor to testify

if he wanted to question him about his report. The only time that the applicant made an issue of this report was when his representative was cross-examining Magnet who had commented about the apparent coincidence that Mametela appears to have died three months before his corpse was discovered which placed his time of death near to the time the policy was purchased. However, it was never suggested that the applicant disputed the accuracy of the report. In any event, it was not an issue relied on by the arbitrator in her reasoning.

56. The applicant further attacks the arbitrator's failure to address the evidence that the chairperson of the enquiry had prior knowledge of the investigation which preceded the enquiry and ought to have recused himself. It appears that a letter was handed up during the enquiry by the applicant's representative, but it does not form part of the bundle of documents filed with the court record. In the absence of the document which the chairperson queried the provenance of when it was presented to him, no meaningful evaluation of this ground of review can be made. However, it should also be noted that there was a full appeal hearing and this issue was not raised as a ground of appeal.

57. Lastly, the applicant points out that even if he did not offer any evidence in his own defence, he did put a version to the employer's witnesses. This is of little help to the applicant. It matters little that a version is put the opposition's witnesses but is then never confirmed and never subject to cross-examination. A major difficulty with the applicant's conduct of his case was that he chose to remain silent in the context of circumstances cried out for him to provide an explanation for all overwhelming coincidence of factors which placed him in the spotlight as the one person most likely to have been the originator of the Hollard Life policy and who ought to have been able to clarify how it was that policies were taken out on Mametela's life at a time he most probably was aware that Mametela had been missing for some time. He was also the most obvious person to be able to provide an explanation how someone claiming to be Mametela could have been using his phone at a time when Mametela was missing.

Conclusion

58. The grounds of review cited by the applicant, in my view, do not cast serious doubt on the reasonableness of the arbitrator's award, and I am satisfied that her conclusions were not only reasonable, but justified by the evidence before her.

Order

59. Accordingly, the following order is made:

59.1. the application to review and set aside the second respondent's award in this matter is dismissed, and

59.2. the applicant is ordered to pay the third respondent's costs

ROBERT LAGRANGE
ACTING JUDGE OF THE LABOUR COURT

Date of hearing : 27 January 2010
Date of judgment: 27 May 2010

Appearances:

For the Applicant:
L Pretorius

Instructed by Kevin Cross & Affiliates

For the Third Respondent

T K Manynge

Instructed by the State Attorney, Johannesburg