IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

CASE NO: 2022/051711
(1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: NO
DATE **02/10/2024**
SIGNATURE

In the application by

O[...], I[...] M[...] Applicant

and

O[...], F[...] A[...] Respondent

JUDGMENT

E EKSTEEN, AJ:

Order

[1] In this matter I make the following order:

1. *Both parties shall remain as co-holders of parental responsibilities and rights in respect of the minor child, as envisaged in Section 18(2) of the Children's Act, subject to the minor child being primarily resident with the applicant and further subject to the respondent exercising reasonable rights of contact to the minor child, subject to the minor child's religious, social, scholastic and extramural activities.*

2. *The respondent shall pay maintenance to the applicant in respect of the minor child in the sum of R28,000 per month, payable on the 7th day of October 2024 and on the 1st day of each and every succeeding month.*

3. *With effect from 1 October 2024, the respondent shall be liable for payment of the minor child's current private school fees.*

4. *Both parties shall be equally liable for payment of all excess medical expenses in respect of the minor child which are not covered by the applicant's medical aid scheme, including but not limited to dental, orthodontic, ophthalmological, psychotherapy, physiotherapy, homeopathic, pharmaceutical and other medical related costs incurred in respect of the minor child.*

5. *In the event of the applicant paying for any of the expenses referred to in order 3 and 4 above, on behalf of the respondent, the respondent shall reimburse the applicant for such amount(s), within five (5) days of the production of the relevant invoice and/or proof of payment.*

6. *The respondent shall pay the arrear school fees in the sum of R60,684.49 directly to the school, within seven (7) days of the granting of this order.*

7. *The respondent shall pay an amount of R207,750 into the applicant's attorney's trust account, within seven (7) days of the granting of this order, as a contribution towards the applicant's legal costs.*

8. *The cost of the rule 43 application will be costs in the action.*

[2] The reasons for the order follow below.

Introduction

[3] This is a judgment in the Family Court. The application before me is in terms of rule 43 of the Uniform Rules of Court for interim relief and launched by M[…] O[...],

the defendant in a divorce action under the above case number. Unless otherwise indicated by the context M[…] O[...] is referred to in this judgment as "*the applicant*". Mr O[...] is the plaintiff in the divorce action. He is opposing the application before me, and unless otherwise indicated by the context, he will be referred to in this judgment as "*the respondent*".

[4] The applicant and the respondent were married on 17 October 2011, out of community of property with the inclusion of the accrual system. One minor child was born from the marriage, on 23 January 2012. In a few months from now, the minor child, a boy, will be 13 years old. The respondent vacated the matrimonial home during August 2022 and currently resides and works in Nigeria. The minor child and the applicant reside together in South Africa, with the respondent exercising reasonable rights of contact.

[5] The divorce action was launched in November 2022. In August 2024 the applicant launched the rule 43 application and seeks, amongst other things, an order *pendente lite* in respect of the parties' rights of contact to the minor child over the December holiday period, a contribution to excess medical expenses in respect of the minor child which are not covered by the applicant's medical aid scheme, payment of school fees and arears, a contribution to her legal costs, as well as costs of the application. The respondent opposes the relief sought by the applicant.

Contact arrangements during the December holiday period

[6] The applicant seeks an order *pendente lite* that both parties remain as co-holders of parental responsibilities and rights in respect of the minor child, as envisaged in section 18(2) of the Children's Act 38 of 2005 ("*the Children's Act*"), subject to the minor child being primarily resident with the applicant and further subject to the respondent exercising reasonable rights of contact to the minor child, subject to the minor child's religious, social, scholastic and extramural activities.

[7] The only dispute between the parties relevant to primarily resident and reasonable rights of contact with the minor child is the contact arrangement with the minor child during the traditional December holiday period.

[8] The pleadings in the action have closed and a trial date has been allocated for 25 November 2024, which date predates the traditional December holiday period. Consequently, I inquired from counsel for the parties why this part of the relief was required *pendente lite*. I was informed that the parties did not persist with this part of the relief. Thus, I am no longer required to make an order relevant to access to the minor child during the traditional December holiday period.

Contribution to medical expenses

[9] The applicant seeks an order *pendente lite* that both parties are equally liable for payment of all excess medical expenses in respect of the minor child which are not covered by the applicant's medical aid scheme, including but not limited to dental, orthodontic, ophthalmological, psychotherapy, physiotherapy, homeopathic, pharmaceutical and other medical related costs incurred in respect of the minor child.

[10] In answer, the respondent stated that he is willing to pay 50% of additional medical expenses not covered by the applicant's medical aid, on the proviso that he is advised of such expenses and that he agrees to such expenses prior to the expenses being incurred. The applicant is also to produce receipts in respect of these expenses. Consequently, it appears that this part of the relief sought is in its main part not in dispute.

Interim maintenance in the form of a cash contribution

[11] The applicant seeks an order *pendente lite* that the respondent pay maintenance in respect of the minor child in the amount of R32,000 per month, to supplement her expenses.

[12] The claim for maintenance *pendente lite* must be considered with the now established principles, as stated in *Taute v Taute* 1974 (2) SA 675 (ECD) at 676 D-H:

> "*The applicant spouse (who is normally the wife) is entitled to reasonable maintenance pendente lite dependent upon the marital standard of living of*

the parties, her actual and reasonable requirements and the capacity of her husband to meet such requirements which are normally met from income although in some circumstances inroads on capital may be justified."

[13] The principle that applies to all matters concerning a child is the best interests of such child. This principle is entrenched by the Constitution of the Republic of South Africa and repeated in section 7 of the Children's Act. I accept that the factors set out in section 7 of the Children's Act do not exist in a vacuum, as each case is different and I enjoined to take into account the context and facts of the case in order to determine the best interests of the minor child.

[14] I am told that prior to the respondent vacating the matrimonial home in August 2022, he paid 100% of the minor child's school fees, the municipal accounts in respect of the matrimonial home, security, electricity, and insurance, while the applicant paid the domestic worker and gardener, medical aid for herself and the minor child, transport for the minor child, groceries, DStv, and Wi-Fi. When the respondent vacated the matrimonial home, he stopped paying any expenses and consequently all the expenses fell of the applicant's shoulders. In November 2023 the respondent started to pay the applicant a unilateral amount of R3,500 per month, albeit that he did not pay the applicant this amount in April and July 2024.

[15] It appears that the respondent does not dispute the marital standard of living of the parties before he vacated the matrimonial home, but rather challenges the applicant's actual and reasonable current financial requirements, as well as his capacity to meet such requirements. He claims that the applicant now lives a lavish lifestyle and also implies that she earns an additional undisclosed income because she is a beneficiary in a trust. The applicant denies that she lives a lavish lifestyle and confirms that she is a beneficiary under a full discretionary family trust from which she does not receive any benefit.

[16] According to the applicant, she is employed as a marketing manager and earns a gross salary in the amount of R72,579.* Her nett salary is R43,830. She also receives an annual bonus, which is based on her performance and the performance of her employer. This does not seem to be in dispute. The respondent claims that the applicant can supplement her income by renting out two cottages on

the matrimonial property. There is no evidence before me that these cottages are inhabitable, or whether they could generate an income. In addition, there is no evidence to suggest that these cottages were let during the time that the respondent resided at the matrimonial home.

[17] According to the applicant, her monthly expenses amounts to R97,835 and the minor child's share amounts to R59,673 (which amount includes R12,863 school fees and R1,933 medical aid contribution). Considering the applicant's nett monthly income of R43,830 and her monthly expenses of R97,835, she has a significant shortfall. The applicant explains she could carry her monthly shortfall for a time because she used the credit facility on her credit card and her annual bonus. In addition, during the period December 2022 to January 2024 she received financial assistance from her mother in the sum of R563,819. Her mother is no longer in a position to assist her financially.

[18] Since the respondent vacated the matrimonial home, he has not contributed to the minor child's school fees, uniforms, books and stationery. The applicant claims that the R3,500 monthly contribution from the respondent since November 2023 is inadequate and unacceptable and she seeks from the respondent maintenance *pendente lite* in the amount of R32,000 per month.

[19] In opposition, the respondent claims that the applicant's expenses are inflated. This claim appears unsubstantiated. In addition, the respondent claims that the applicant included in her expenses her DStv subscription, as well as her medical aid contribution, when these are paid for by her employer. The DStv payment is evident from the applicant's bank statements while it is not in dispute that the applicant's employer deducts her medical aid contribution from her gross salary, and she does not need to pay it from her nett salary. It, however, remains an expense for the applicant.

[20] The respondent also claims that the applicant's monthly expenses are incorrectly based on an 50/50 apportionment and that the division ought to be 2/3 to the applicant and 1/3 to the minor child.

[21] The duty of support is based on a relationship, a need to be supported and adequate resources on the part of the person who is called upon to support. The quantum does not depend on the desire of the party obligated but must be determined in accordance with the requirements of the one to be supported and the ability of the one who must pay.[1] Considering that the minor child is a boy who is almost 13 years old, I am of the view that it is not unreasonable to consider a 50/50 apportionment in this application.

[22] According to the respondent a domestic worker and other unidentified third parties reside on the matrimonial property. Thus, so he claims, the additional people's presence on the property ought to be taken into account when the apportionment for expenses is considered. I have seen no evidence that third parties are consuming groceries provided for in the applicant's expenses, or that there are third parties contributing to the applicant's expenses.

[23] Maintenance *pendente lite* is intended to be temporary and cannot be determined with the same degree of precision as would be possible in a trial where evidence is adduced. A claim supported by reasonable and moderate details carries more weight than one which includes extravagant or extortionate demands.[2] I am of the view that the applicant's expenses on average do not appear extravagant or extortionate.

[24] The respondent is employed in Nigeria and earns a salary in Naira ("*NGN*"),** from September 2023. The respondent's annual remuneration is NGN 157,408,881 and his remuneration package includes long and short-term incentives and other non-cash benefits such as a company motor vehicle; a driver; social club membership; his Professional Association membership; a medical aid contribution; a generator, albeit the respondent alleged that he did not claim this benefit because there is a generator at his residence.

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* Amounts in this judgment are rounded to exclude cents.
** The exchange rate is very volatile and changes daily. At the time of receipt of the respondent's FDF the exchange rate was 0.012 (to the closest three decimals)
[1] *Barlow v Barlow* 1920 OPD 73
[2] *Levin v Levin & Another* 1962 (3) SA 330 (W) at 331D

[25] The respondent received an increase in his monthly net salary in March 2024. According to the respondent, this increase equates to a nett monthly salary of R67,333. Thus, the respondent earns at least 60% of the parties combined nett monthly salaries. In addition,

> [25.1] the respondent received a sign on bonus of R126,627 which bonus the respondent apparently used to pay for his travel expenses to South Africa to visit the minor child, as well as the United States of America to visit his two major children born from a previous marriage;
>
> [25.2] on 21 December 2023, the respondent received R99,853 from his employer as part of a retention bonus, which bonus he used to "…*clear some outstanding debts*…". This payment was in addition to the above R126,627 the respondent paid to visit his children;
>
> [25.3] in April 2024 the respondent received an Exco allowance for attending board and committee meetings. The additional allowance after tax and other statutory deductions amounts was NGN 9,166,749 (approximately R110,000). According to the respondent, he has not received any other Exco allowance for attending board and committee meetings; and
>
> [25.4] the respondent received various monthly payments from two entities identified as Karaho Capital and Karaho Global Resources, respectively. The respondent, however, claims that these payments were refunds of money he paid to keep their bank accounts active. The respondent provided no evidence relevant to when he had paid these alleged amounts, or from which bank account he had paid the alleged amounts.

[26] In contrast to the applicant's expenses, the respondent claims his liabilities are at least R129,716 per month and that he has a shortfall of approximately R62,716 per month. According to the respondent he borrows money from friends and family, as well as "…*take credit from companies*…" to pay for his shortfall. The respondent does not disclose the nature of these alleged loans, or credit.

[27] The respondent apparently lives alone, and his expenses include his major children's university fees and lodging, electricity, medical aid, and air tickets to visit his respective children. The applicant challenged these expenses because in some instances they appear excessively high and in other instances they do not appear in the respondent's disclosed bank statements. Importantly, the respondent provided no evidence of what his major children are allegedly studying, their mother's monthly contribution, or their necessary basic expenses.

[28] In addition, it appears from the respondent's disclosed bank statements that he received and made payments to various third parties. The respondent claims these payments were from and to friends, as well as for Naira he had exchanged for different currencies such as Rands and Pounds. The respondent does not provide supporting documentation for these alleged payments and exchanges, especially in circumstances where the respondent allege a significant shortfall every month.

[29] The respondent also paid a sum of money as a "*part-payment for beach renovations*". According to the respondent, he rents a beach house that required renovations. The respondent does not explain on what basis he was required to contribute to the renovations of a house he allegedly does not own, or how he is able to pay rent for a house in addition to the one he lives in when he has a significant shortfall every month.

[30] The respondent's expenses appear excessive compared to the applicant and minor child's combined expenses. He claims that his expenses (R129,716) exceeds his net income (R67,333), but this similarly appears improbable in light of the fact that he has positive balances in his bank accounts, and during the period November 2023 to May 2024 he had access to sufficient funds to pay significant amounts to various third parties.

[31] In *Botha v Botha*[3] Satchwell J held "[t]*he issue of support must be based on a contextualisation and balancing of all those factors considered to be relevant in such a manner as to do justice to both parties*."

[3] *Botha v Botha* 2009 (3) SA 89 (W) at para [115]

[32] The purpose of an FDF deposed to under oath is to enable each party to more properly assess their respective positions, to present argument based on a more informed position, to have an available remedy for misrepresentation or material non-disclosure and to enable the court to make an order based on an informed decision.[4]

[33] The FDF states that a failure to make a "full and accurate" disclosure may result in an adverse court order. The purpose of Rules of Court and this court's Practice Manual is to facilitate the expeditious and fair hearing of cases in an orderly manner.

[34] Thus, the respondent's lack of financial disclosure is a critical consideration when scrutinising his defence to the application.

[35] I am of the view, that the respondent failed to display a willingness to implement his lawful obligation owed to the minor child. He also failed to make full and frank financial disclosure. Consequently, in applying the aforesaid legal principles to the present facts, I am of the view that the applicant has discharged the onus to show that the respondent's contributions fall short and that he is not paying in accordance with his means. Considering that the respondent earns at least 60% of the parties' combined nett monthly salaries, I am of the view he should contribute that percentage to the expenses the applicant allocated in her FDF to the minor child, excluding the school fees. Thus, I am of the view that the respondent's monthly maintenance contribution should be 60% of R59,673 (less school fees), which contribution amounts to R28,000.

Payment of school fees and arrear school fees

[36] The applicant seeks an order *pendente lite* that the respondent pays the educational costs in respect of the minor child including but not limited to the costs of private school fees, boarding fees, levies, additional tuition fees, school outings, school tours, school uniforms, school books, stationery, extra mural activities, as well as the costs of attire and equipment reasonably required for such activities.

[4] *Taute v Taute* 1974 (2) SA 675 (E) at 676 H; *TS v TS* 2018 (3) SA 572 (GJ) ; *E v E* 2019 (5) SA 566 (GJ)

[37] It is not in dispute that the minor child is enrolled in a private school. At the time of enrolment, the respondent signed the enrolment forms for the school and took on full responsibility for payment of the school fees. Prior to the respondent vacating the matrimonial home in August 2022 he paid 100% of the minor child's school fees. He stopped paying the school fees when he moved out and requested the applicant to move the minor child to a "*cheaper school*", but the applicant refused to adhere to this request. According to the applicant, since the respondent stopped paying the school fees her mother has been paying these fees as a loan to her, but her mother is no longer able to do so, and these fees are now in arrears.

[38] When the respondent issued summons in the action for divorce in November 2022, he tendered 100% payment of the minor child's school fees subject to the parties agreeing to the school the minor child will attend. According to the respondent there has been a significant change in his financial circumstances since the minor child was enrolled in the school. The respondent does not disclose what his income and earnings were in November 2022 and simply state that he was unemployed and had significant medical expenses. Since September 2023 he is employed in Nigeria and now earns at least R67,333 per month. The applicant persists with her claim that the respondent pays 100% of the current school fees.

[39] The respondent contributes significant amounts towards his major children's education, but does not pay a cent towards school fees for his minor child. He does not even tender an amount he is willing to pay. Insofar as the respondent claims that the minor child should be enrolled in an alternative school, he does not provide any evidence of where this alternative school would be, the name of the alternative school, or the amount school fees he could pay.

[40] I note from a trail of emails attached to the respondent's reply that the minor child appears to be in Grade 6. I am of the view that it will not be in the minor child's best interest to move him to a different school at this late stage of his Grade 6 year. In addition, considering the fact that the respondent has not contributed a cent towards the minor child's school fees since August 2022, he ought to pay the school fees *pendente lite*.

[41] I am not inclined to grant an order that the respondent pays boarding fees, levies, and additional tuition fees because I have seen no evidence that there are any such expenses. I am similarly not inclined to grant an order that the respondent pays school outings, school tours, school uniforms, school books, stationery, extra mural activities, as well as the costs of attire and equipment reasonably required for such activities because some of these expenses were included in the applicant's FDF and considered for purposes of the above cash contribution to the maintenance of the minor child.

[42] In addition to the payment of the minor child's school fees *pendente lite*, the applicant also claims from the respondent payment of the arrear school fees in the sum of R60,684.49. This amount appears to be the outstanding balance for the school's second term in 2024.

[43] I inquired from counsel for the applicant why payment of the arrear school fees needed to be decided *pendente lite*. I am informed that the school requested full payment by the end of July 2024 to avoid a pre termination letter. The applicant was able to delay the termination letter, which letter is now imminent due to the arears.

[44] Considering that the respondent has not contributed a cent towards the minor child's school fees for more than two years, and the third school term has commenced, I am of the view it will not be in the minor child's best interest if his enrolment is terminated due to arrear school fees for the second term in 2024. Thus, I am of the view the respondent ought to pay the arrear school fees for the second term in the sum of R60,684.49 to ensure that the minor child completes the 2024 school year.

Contribution to legal costs

[45] The applicant seeks an order that the respondent contributes to her legal costs in the action, in an amount of R492,605. The legal costs claimed by the applicant include costs on preparing trial bundles, consultation and preparation for trial, and attending trial.

[46] It is established law that a claim for contribution towards costs is *sui generis* and based on the duty of support spouses owe each other. I am bound by section 9(1) of the Constitution of the Republic of South Africa, to guarantee both parties have the right to equality before the law and the equal protection of the law.

[47] In *S v S and Another*[5] Nicolls AJ noted:

> *"Applicants in rule 43 applications are almost invariably women who, as in most countries, occupy the lowest economic rung and are generally in a less favourable financial position than their husbands. Black women in South Africa historically have been doubly oppressed by both their race and gender. The inferior economic position of women is a stark reality. The gender imbalance in homes and society in general remains a challenge both for society at large and our courts. This is particularly apparent in applications for maintenance where systemic failures to enforce maintenance orders have negatively impacted the rule of law. It is women who are primarily left to nurture their children and shoulder the related financial burden. To alleviate this burden our courts must ensure that the existing legal framework, to protect the most vulnerable groups in society, operates effectively".*

[48] Albeit that the applicant is employed and earns a substantial income within the context of the South African economy, she still finds herself and the minor child at the financial mercy of the respondent who has clearly withdrawn financial support and is clearly able to contribute.

[49] In *SH v MH*[6] Victor J held that it is imported to emphasise that rule 43 must be interpreted and applied through the prism of the Constitution, with specific regard to the right to equality. The right to equality is at the heart of a rule 43 matter because where one party cannot afford burdensome legal costs, so she cannot make her case effectively before a court, on an equal footing with the other party. Where a party is not able to place her case effectively before court as a result of limited resources, the right of access to justice is called into question. In fact, there is an obligation on courts to promote the constitutional rights to equal protection and

[5] 2019 (6) SA 1 (CC) at para [3]
[6] *SH v MH* 2023 (6) SA 279 (GJ) at pars 73, 81, 88 and 91

benefit of the law and access to courts and that requires courts to come to the aid of spouses who are without means and to ensure that they are equipped with the necessary resources to come to court to fight for what is rightfully theirs.[7]

[50] The applicant claims that she already owes her attorneys R5,646 and has no means to pay her legal fees. She has no additional income. According to the respondent the applicant is in a financial position to prepare for trial, and that the issues in the divorce are not complex. He also claims that the applicant has prevented the matter to settle. Consequently, he claims that he should not be ordered to contribute towards the applicants legal costs.

[51] The respondent also claims he owes his attorneys approximately R11,359. For the reasons dealt with above, I am of the view that the respondent has failed to make "full and accurate" disclosure of his financial position in his FDF and as a result I draw an adverse inference therefrom.

[52] Considering the circumstances of the case; the financial position of the parties; the issues involved in the pending litigation; essential disbursements; and the scale on which the parties are litigating, I am of the view that the applicant's claim for a contribution to costs is not unreasonable.

[53] The applicant is not entitled to the entirety of her costs, effectively in advance, but only to those reasonably required to prepare and present her case adequately up to and including the first day of trial. The anticipated fees must be reasonable both in respect of their nature and amount.[8]

[54] In general, the position is that the wealth of the husband, usually the party ordered to make the payment, is not determinative of the amount ordered as the intention of a contribution is to cover the applicant's reasonable needs of preparation for trial up to and including the first day of trial.[9]

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[7] *AF v MF* 2019 (6) SA 422 (WCC) at paras 39 to 41
[8] *Senior v Senior* 1999 (4) SA 955 (W); *Glazer v Glazer* 1959 (3) SA 928 (W)
[9] *Dodo v Dodo* 1990 (2) SA 77 (W) at 98; Carey v Carey 1999 (3) SA 615 (C); *Senior v Senior* 1999 (4) SA 955 (W) at para 10

[55] Consequently, the applicant is entitled to be in a position where she can litigate on even footing with the respondent. As will appear from the decision in *Muhlmann v Muhlmann* 1984 (1) SA 413 (W) at 418G, "*what is 'adequate' will depend on the nature of the litigation, the scale on which the husband is litigating and the scale on which she intends to litigate, with due regard being had to the husband's financial position*." She is entitled to be put in a position of being able to adequately place her case before court and to litigate on a scale commensurate with the means of her husband.[10] (The essential principles in determining this issue was summarised in *Senior v Senior* 1999 (4) SA 955 (WLD) at 962 D-H)

[56] It appears from the parties most recent pre-trail minute dated June 2024, that there are *prima facie* triable issues in respect of maintenance, the respondent's contact with the minor child over the December holidays, retention of the respondent's portion of the proceeds of the sale of the parties former matrimonial home, and the accrual to the parties' estate. The parties also agreed in the pre-trial minute that the trial would be 2 to 3 days with both the applicant and the respondent to give evidence. The parties do not intend leading any expert evidence.

[57] In support of the applicant's claim for contribution to costs, she relies on a *pro forma* bill of costs. It appears from the *pro forma* bill that items 1 to 7 pertain to costs associated with the rule 43 application, items 8 to 20 pertain to discovery, a request for further particulars and a subpoena *duces tecum*, items 22 to 23 pertain to a trial readiness certification, items 24 to 28 pertain to the preparation of trial bundles, items 29, 34 and 35 pertain to time allocated for consultation with the applicant and on preparation, and items 30 and 36 pertain to attending the first day of trial.

[58] Considering the above recording in the parties' pre-trial minute and the fact that the trial is imminent, I am not inclined to grant the applicant the costs identified in the *pro forma* bill associated with the rule 43 application, discovery, the request for further particulars, the subpoena *duces tecum*, and the trial readiness certification. I am, however, of the view that an order for a contribution to the applicant's legal costs for the preparation of trial bundles, consultation with the applicant and on

[10] *Micklem v Micklem* 1988 (3) SA 259 (C) at 262H-263A; *Greenspan v Greenspan* 2000 (2) SA 283 (CPD) at 290, para 17

preparation, as well as attending the first day of trial, is appropriate in the circumstances of the case.

[59] Bearing in mind that the applicant and the respondent will be the only two witnesses and the limited issued in dispute, as well as the considerable time already spent in analysing financial records for purposes of the rule 43 application, I am inclined to allow cost to prepare trial bundles, two days on consultation with the applicant, another three days on preparation for the trial, as well as attending the first day of trial. Consequently, I order a contribution to the applicant's legal costs in the amount of R207,750.

Conclusion

[60] For the reasons as set out above, I make the order in paragraph 1.

E EKSTEEN
ACTING JUDGE OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION
JOHANNESBURG

This judgment was handed down electronically by circulation to the parties' representatives by email and by uploading the judgment onto CaseLines. The deemed date of publication will be the date of the judgment.

Date of hearing: **16 September 2024**
Date of judgment: **2 October 2024**

APPEARANCES

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