

SOUTH AFRICA / JUDGMENT

Dire v Dire and Others (43142/2018) [2022] ZAGPJHC 561 (17 August 2022)

[2022] ZAGPJHC 561**COURT**

South Gauteng High Court, Johannesburg

BEFORE

Nochumsohn

CASE / FILE NUMBER

43142/2018

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Source record**REPUBLIC****OF SOUTH AFRICA****IN****THE HIGH COURT OF SOUTH AFRICA****GAUTENG****LOCAL DIVISION, JOHANNESBURG****CASE****NO. 43142/2018****REPORTABLE:**

NO

OF

INTEREST TO OTHER JUDGES: NO

17/8/2022

In

the matter between:

ZAMUXOLO

MLUNGISI

DIRE

Plaintiff

and

ANGEL

PATRICIA THEMBISILE

DIRE

First Defendant

THE

MASTER OF THE HIGH COURT, JOHANNESBURG

Second Defendant

MBALENLE

THOKOZILE

DIRE

Third Defendant

JUDGMENT

NOCHUMSOHN (AJ)

1. This is an action in which the Plaintiff challenges the validity of the will of his father, the late Dr Sankubele Godfrey Dire (“the Deceased”).
2. The First Defendant is the Plaintiff’s step-mother, to whom the Deceased was married.
3. The Second Defendant is the Master of the High Court, who has not opposed these proceedings.
4. The Third Defendant is the daughter of the First Defendant, who was not the biological child of the Deceased, but was adopted by him.
5. The will in question is a Joint Will, comprising five pages in total, purportedly executed by the First Defendant and the Deceased.
6. The will is disputed upon the grounds that only the signature

purporting to be that of the Deceased, appearing upon pages one to four thereof, are forged, and are not his authentic signature. All signatures appearing on the last and fifth page, are admitted to be authentic.

7. The relief sought by the Plaintiff was for:

7.1. the disputed Joint Will to be declared null and void ab initio;

7.2. a declarator that the Deceased died intestate;

7.3. the First Defendant to be disqualified as the executrix of the Deceased’s estate;

7.4. the First Defendant to be disqualified as a beneficiary of the estate of the Deceased.

8. The action has its roots in the Opposed Motion Court. The relief was initially sought by way of Motion Proceedings, on affidavit. An Opposed Motion was argued and referred to this Trial Court. The relief from such motion proceedings ultimately morphed into the relief described in paragraph 7 above, in accordance with the amended declaration filed by the Plaintiff.

9. At the commencement of these proceedings, I pointed out to counsel

for the Plaintiff, Mr F Tugwana, that the relief in 7.2 above was incongruous with the relief sought in 7.4 above, inasmuch as if I were to find that the Deceased died intestate, then the First Defendant, as his surviving spouse, would be entitled to the greater of a child’s share, or the sum of R250 000.00, in accordance with the Intestate Succession Act 81 of 1987.

10. In response, Mr Tugwana supported such relief, upon the maxim “de bloedige hand erft niet”. When I pointed out that it was not the Plaintiff’s pleaded case that the First Defendant had murdered the Deceased, Mr Tugwana:

10.1. agreed;

10.2. advised that the Plaintiff would not pursue any such suggestion; and

10.3. abandoned the relief sought for an order disentitling the First Defendant to participate as a beneficiary.

11. Various Special Pleas were raised in the pleadings, none of which were fully dispositive of the action, and all of which required the leading of evidence to prove. Therefore, I did not hear argument on the Special Pleas at the commencement of the proceedings.

12. In terms of the Joint Practice Note filed of record on 08 August 2022, the following salient facts were recorded as being common cause between the parties:

12.1. The disputed Joint Will is dated 04 September 2006;

12.2. The Antenuptial Contract between the First Defendant and the Deceased was concluded on 04 September 2006;

12.3. The Deceased and the First Defendant were married to one another, out of community of property, on 9 September 2006;

12.4. The Deceased’s mother, Deseko Elizabeth Dire, died on 13 March 2018;

12.5. The Deceased died on 30 June 2018, under suspicious circumstances, with his cause of death remaining under investigation;

12.6. On 23 August 2018, the First Defendant was appointed by the Second Defendant, as the executrix in the estate of the Deceased, under Letters of Executorship number 018607/2018;

12.7. The font and font sizes of the typing on pages one to five of the disputed Joint Will are the same;

12.8. Attorney, Conveyancer and Notary, Ms Bernadette Arlow, of the firm Kuilman, Mundell, Arlow, (“Arlow”) signed pages one to four of the disputed Joint Will as a witness;

12.9. Arlow’s receptionist, Ms Shantie Arokiam (“Arokiam”) signed pages one to four of the disputed Joint Will, as a witness;

12.10. The First Defendant signed pages one to four of the disputed Joint Will as the Testatrix;

12.11. The signatures which appear on page five of the disputed Joint Will are:

12.11.1. the authentic signature of the Deceased, who signed as the Testator;

12.11.2. the authentic signature of the First Defendant, who signed as the Testatrix;

12.11.3. the authentic signature of Arlow, who signed as a witness;

12.11.4. the authentic signature of Arokiam, who signed as a witness.

12.12. It is unknown to the Plaintiff, when, by whom, where and how the Deceased's signature was allegedly forged on the disputed Joint Will.

13. At the commencement of the proceedings, I queried the wording, meaning and import of the said Joint Practice Note with Mr Tugwana. In paragraphs 9.18 to 9.20 inclusive, it is recorded that Arlow, Arokiam and the First Defendant had signed pages one to four of the disputed Joint Will. Curiously, the Practice Note records that the signatures which appear on page five of the disputed Joint Will are the authentic signatures of the Deceased, the First Defendant, Arlow and Arokiam.

14. I clarified with Mr Tugwana that the signatures of the First Defendant, Arlow, and Arokiam, on pages one to four of the disputed Joint Will are indeed their authentic signatures.

15. To the extent that there was any doubt, from a reading of the signed Joint Practice Note, this concession was clearly made by Mr Tugwana in response to the court's questions.

16. In the result, it became common cause at the commencement of the proceedings that:

16.1. the signatures of the First Defendant, Arlow and Arokiam, are indeed their authentic signatures on all five pages of the disputed Joint Will; and

16.2. the signature of the Deceased upon page five, is the authentic signature of the Deceased, whereas the signature purporting to be that of the Deceased on pages one to four, inclusive, remained disputed.

17. As such, the only issue for determination was whether or not the signature purporting to be that of the Deceased on pages one to four inclusive, were in fact the signatures of the Deceased.

18. The Plaintiff called Ms Lourika Buckley ("Buckley"), in her capacity as an expert forensic handwriting examiner. An Expert Notice in respect of Buckley had been delivered, to which was attached her Report dated 17 October 2018.

19. Buckley took the court through her report during the course of her evidence. She explained that the five pages of the disputed Joint Will comprised the questioned document and that she had been furnished with thirteen examples of the Deceased's authentic signature.

20. In her report, she referred to the purported signatures of the Deceased on all five pages of the disputed Will as "Q1" to "Q5".

21. Conversely, she referred to the thirteen authentic examples of the Deceased's signature as "ST1" to "ST13". Pertinent to note: only three of the thirteen authentic examples were originals being "ST3", "ST4" and "ST13", whereas the remaining examples were all photocopies.

22. Furthermore, only three of the known authentic examples, comprising “ST5”, “ST6” and “ST7”, being the Antenuptial Contract between the deceased and the First Defendant, were signed contemporaneously or at approximately the same time as the disputed Will. In this regard, “ST1” and “ST2” were signed twelve years before the disputed Will. “ST3” and “ST4” were signed more than three years prior to the disputed Will and “ST8” was signed on 10 October 2017, some twelve years after the date of the disputed Will.
23. In her report, Buckley describes “ST3” and “ST4” as pages four and six of certain medical and general recruitment services document dated 22 October 2002. Under cross-examination,

such document was shown to her (CaseLines 050/11), from which it is apparent that the two pages are pages one and two of the same

document. They are not pages four and six as erroneously reflected in the Report.

24. When pressed on this under cross-examination, Buckley suggested that the descriptions of pages four and six must be an error. Furthermore, in her Report, Buckley described “ST13” as page nine of a SAPS form J59 dated 10 May 2018. She was pressed extensively on this description, under cross-examination and was given a blank J59 form, which was handed up as exhibit five which demonstrates that a J59 is no more than a standard form for an application for a protection order under Section 2(1) of the Protection from Harassment Act 17 of 2011. It is not a SAPS form and is not in any way connected to the police.
25. Buckley refused to make this concession, that she had erroneously described “ST13” as emanating from a SAPS form, even though this much was blatantly obvious and proved by way of reference to exhibit five. These errors do not bode well, in an expert report from a forensic handwriting examiner who concluded that the disputed signatures of the Deceased on pages one to four of the disputed Will were not the authentic signatures of the Deceased. In such an important report, coming from a witness who professes to be an expert in her field, any court would at least expect precision and accuracy in her description of the source documents from which the known authentic signatures emanate. Such precision and accuracy was clearly lacking.
26. In her evidence in chief, Buckley testified that her testimony on findings had been accepted by the High Courts of Zimbabwe, Lesotho and South Africa. When pressed under cross-examination, she testified that she had provided expert evidence in some six to seven cases since 2015. Mr Carelse for the First and Third Defendants, handed up as exhibit four, the judgment of Vally J in *Twine v Naidoo* 2017 JDR 1732 GJ and asked Buckley to read extracts from paragraphs 14, 15, 18, 20 and 22 of such Judgment.
27. From such extracts, it is clear that Buckley had testified as an expert in such matter and the Honourable Vally J made the following remarks:

27.1. At paragraph 15: “These, she said, led her to the conclusion that the deceased had signed the 2011 Will but not the 2014 Will. After being questioned by myself she admitted that she had no basis for baldly asserting that the deceased had signed the 2011 Will but not the 2014 Will. She had no basis to say which Will he did sign and which he did not, or even whether he signed any of the two Wills.”

27.2. At paragraph 16: “At the conclusion of her evidence, it became clear that the 2014 Will was not signed by the deceased was tailored to suit the plaintiff’s case. I will say more of this in a moment.”

27.3. At paragraph 20. “The evidence of Buckley unfortunately did not meet many of the requirements set out in 18 above for it be accepted and for her to be qualified as an expert. Most importantly, it has to be said, she failed to extricate herself from the case of the plaintiffs to the point where she became an advocate for their case. As a result, she lost the degree of independence required of an expert witness who provides the court with an unbiased opinion. She determinedly asserted that the deceased had signed the 2011 Will but not that of 2014, which was exactly what the plaintiffs required, and set out to prove. Her assertion, however, was not factually grounded.”

27.4. At paragraph 22: “It was Buckley’s inability or unwillingness to acknowledge this that stained her testimony so badly that it became valueless. In the result I have come to the conclusion that she has to be disqualified as an expert and her testimony is to be disregarded.”

28. The remarks of the Honourable Vally J in relation to this same “expert” are damning, to say the very least. I found, in casu, her Report to be inaccurate, inarticulate and her testimony to be vague, disjointed, haphazard, unconvincing and unhelpful. As was the case in the matter before Vally J, she too had been hired by the Plaintiff, paid by the Plaintiff and could not motivate her findings with any degree of certainty, such so as to meet the requirements set out by Vally J in Twine supra. Such requirements embrace the following principles:

28.1. The admission of expert evidence should be guarded, as it is open to abuse;

28.2. An expert must prove his or her credentials in order for her opinion to be admitted;

28.3. The expert testimony should be introduced only if reliable and can assist the court in understanding a scientific or technical issue or in establishing a fact by directly or by using inferential as opposed to speculative reasoning. Testimony that falls outside the scope of either is superfluous.

28.4. The expert should bring specialised knowledge to the court based on experience, training or study, substantially based upon specialised knowledge;

28.5. The expert witness must present their testimony with clarity and precision and must avoid obfuscation and vagueness;

28.6. The expert witness should provide any evidence outside her report if asked to do so by the court.

29. Clearly Buckley in the case in casu did not meet these requirements. Neither her report nor her viva voce evidence was in any way precise or accurate. She could not help, guide or assist the court in any way in relation to crucial questions put to her.
30. She was reminded that it was common cause between the parties that the signatures of the two witnesses - Arlow and Arokiam - as well as that of the First Defendant as testatrix, were admitted to be the authentic original signatures on pages one to five of the disputed document, throughout.
31. As she had testified to have inspected the original Will at the office of the Second Defendant, she was asked if it was possible for the signature of the Deceased on pages one to four to have been removed from the original document and replaced with a forgery. She persistently clung to the view that this was possible and was doable

but could not explain in a satisfactory manner how this could take place upon the original document, if the given common cause

facts

were true i.e., that the signatures of both witnesses and the First Defendant were authentic on all five pages of the document.

32. Other than to concede the supposition that Arlow, Arokiam and the First Defendant could have, in consort with one another, fraudulently re-signed pages one to four at a time after the original signature of the Will by the Deceased and the First Defendant, she could not give any plausible answers.
33. She testified that pictorially, the signatures of the Deceased on pages one to five of the disputed Joint Will, were all different to the naked eye. When I suggested to her that the same position applies

to some of the standard signatures, and in particular “ST3” and “ST4”, she would not make such concession, notwithstanding that the pictorial differences are glaringly obvious.

34. In his cross-examination, Mr Carelse produced certain extracts of Ordway Hilton’s book, “Scientific Examination of Questioned Documents” (which was handed up as exhibit 6) and referred Ms Buckley to various extracts thereof, one of which, at page 300, reads:

“With many problems, ten or twenty signatures should constitute an adequate sample, but there are certain numbers of cases that may require thirty, forty or even more signatures in order to accurately reveal the writer’s habits, ability and range of variation.”

Curiously, Buckley was content with only thirteen standard examples, only three of which were contemporaneous and only three of which were the original signatures of the Deceased. One would have thought, in the light of the quoted authority, that given the obvious pictorial differences both in the disputed documents and the standard examples, that many more samples would have been required in order to speak with any degree of certainty to the Deceased's habits, ability and range of variation.

35. It was pointed out further at Page 302 of such works that:

"In collecting signature standards one must consider the use for which each specimen was written."

36. Buckley testified that all of the standard examples had been applied and used formally, but when questioned, it was demonstrated that at least one of the thirteen was no more than a credit card slip, which

could not be considered to be a formal document. She was not prepared to make this concession under cross-examination.

37. There were various charts attached to Buckley's expert report. The charts contained enlarged images of the questioned signatures and the standard signatures. Chart 5 at CaseLines (053-149) reflects a comparison between "Q5" and "ST3". In the course of cross-examination, Buckley revealed that the image pertaining to "ST3", as reflected on Chart 5 was not "ST3" but in fact "ST7".

38. She ascribed this to a typographical error. Whilst this might have been a typographical error, its import and effect is highly misleading upon the reader. The differences between "ST3" and "ST7" are material. "ST3" was an original authentic version of the Deceased's signature, signed by him on 22 October 2002 (some four years prior to the date of the disputed Will), whereas "ST7" was, in Buckley's words upon her Report, a "poor copy" of page 3 of the Antenuptial Contract dated 04 September 2006, the same date as that of the Will.

39. This level of accuracy falls far short of the exacting standards required of a professional handwriting expert, whose function is to reliably opine upon the subject matter spoken to and guide a court accordingly.

40. In the course of her cross-examination, Buckley was asked the specific question if she knew that the Plaintiff had disputed the signature of the Deceased in the disputed Will. Her response was that she did not. She had received an instruction to examine the document.

41. Mr Carelse put to her in cross-examination, the letter from the Plaintiff's attorney dated 20 September 2018, being her letter of instruction, which served to inform her of the Plaintiff's position. An extract of such letter was put to her, which reads:

"Our client is of a view that the latter Will being the 2006 Will is fraudulent as the signature from a layman's point differs from the testator's normal signatures."

She still persisted in her refusal to concede that she was aware of the nature of the dispute, prior to the examination of her document.

42. It was clear from the foregoing correspondence that Buckley had been told upfront that the signature of the deceased was disputed. This was the only signature that she was mandated to examine and comment upon. She ignored the signatures of the First Defendant, Arlow and Arokiam, throughout the document. She knew that her function was to

compose an expert report, in order to guide and advise upon the authenticity of a Will. One would have expected her to have called

for the widening of the scope of her mandate, to include an examination and commentary upon the signatures of the First Defendant

and the said two witnesses.

43. The submission of an “expert report” and offering of “expert testimony” where one endeavours to guide the court into accepting a version to the effect that the Deceased’s signature is a forgery, falls far short of the standards required, in an environment where no attempt has been made to look at or comment

upon the remaining signatures upon the disputed document.

44. For all of the above reasons, the evidence of Buckley falls to be rejected in its entirety.

45. The Plaintiff himself testified. In his evidence in chief, he informed the court that he enjoyed a good relationship with his father, he had lived with his father for some time and his father had discussed certain policies with him. They briefly discussed two houses.

46. He testified that he had no issues with his stepmother, the First Defendant, until after the death of his father. He approached his stepmother to ask about the estate. He, in his words, could not get clear answers and was sent from “pillar to post”. Sometime later, the First Defendant reverted to him when they attended a meeting at a law firm near the Wanderers - Combrink Inc. It was at this meeting that he discovered the existence of the disputed Will. He could not accept that his father would have left his side of the family out of his Will and he therefore approached his attorneys.

47. He testified that his stepmother, during the grieving period, had done something “to cook the Will”. He testified further that this has created divisions in the family.

48. He was asked in chief how he thought the Joint Will was constructed. His response was he did not think that it reflected his father’s wishes. He thought that there had been foul play by the law firm, colluding with the First Defendant in tampering with the pages. He testified further in chief that the Deceased had been poisoned, but this could not be proved as certain body parts which were utilised for the autopsy went missing. In cross examination, the Plaintiff did say that he was not taking the First Defendant to court, but rather was taking the disputed will to court.

49. The Plaintiff answered all questions openly and honestly. When it was put to him that the First Defendant was a businesswoman and as such was not financially dependent upon the Deceased, he went into great

detail explaining how the two had been financially dependant upon one another from time to time, within the duration of their marriage.

50. Whilst the Plaintiff's evidence was truthful and sincere, he added no value to his own case. The summary of his evidence was that he believed that his father would not have disinherited him and his

two sisters, all of whom were born out of wedlock from different mothers. In his mind, the will of the Deceased was incongruous to what he believed would have been the true intention of the Deceased. He came to court with nothing more than a blind placing of reliance, faith and belief upon two facts, viz:

50.1. Pictorially, the signatures of the Deceased upon the disputed will, all differed from one another, to the naked eye;

50.2. Buckley had advised that the signature of the Deceased on pages one to four were a forgery.

51. Against this belief of the Plaintiff, there was not a single shred of evidence tendered by him or anyone on his behalf, to support his contention that the signature of the Deceased had been forged. Proving any such alleged forgery, in the context of the common cause facts, entailed the need to prove that Arlow, Arokiam and the First

Defendant must have fraudulently re-signed pages one to four of the disputed will. Not only was this not the Plaintiff's pleaded case, but there was no evidence at all to support any such contention.

52. Both Arlow and Arokiam testified for the defence. They both unequivocally confirmed their respective signatures upon each page of the disputed will. Arlow confirmed that the Will accorded with her instructions, as it was written. She also testified that the signed document accorded with the latest version on her firm's server, when she checked in 2019, at the time that she signed a confirmatory affidavit in the motion proceedings. They both testified to being

present as witnesses when both the Deceased and the First Defendant signed the Will. Thus, there was compliance with the Wills Act, which requires that a will is to be signed before two witnesses, all being in the presence of one another at the same time.

53. I was most impressed with the evidence of both Arlow and Arokiam. They both were quite genuine, straightforward and sincere. They were unshaken in cross-examination. Their evidence was factual and completely believable.

54. They were both asked if either had ever been called upon to re-sign pages one to four of the disputed document, to which they both responded with a firm "NO".

55. Arlow testified that she is an attorney, notary public and conveyancer. She practiced at the time in the firm Kuilman, Mundell and Arlow. I specifically asked if she was in good standing. She testified that she had not faced disciplinary proceedings in her entire career and was in good standing. It was clear to me that her interest in this matter was no more than of a professional nature, in having undertaken both an Antenuptial contract and a will for the Deceased and First Defendant. I was left without any doubt that neither Arlow, an officer of the court, nor Arokiam, had participated

in any forgery of the disputed will. Quite on the contrary, their evidence distilled in my mind that the disputed Will had been validly executed in accordance with the legislated procedures, leaving no room for any speculation, suspicion or belief to the contrary.

56. I had asked Arlow if anyone had ever asked to retrieve her original protocol copy of the antenuptial contract which had been executed before her, contemporaneously with the signing of the will. She responded with a firm “NO”. This document could quite easily have been retrieved, which would have armed Buckley with an additional three original contemporaneous signatures of the Deceased, rather than to have left her with, in her words, “poor copies”.
57. More disturbingly, and in closing argument Mr Carelse pointed out to me that during the adjournment on 16 August 2022, he had seen the original Disputed Will in the possession of the opposition. I immediately raised this with Mr Tugwana, who handed the document up to me for inspection at the close of the trial. He said that his instructing attorney had obtained it from the Second Defendant on that very morning, the second day of the trial (16 August 2022), the day after Buckley testified. It would have assisted the Court had this document come to light during Buckley’s testimony, as she

could have spoken more accurately to the possibility of the deceased’s signature having been potentially tampered with, armed with the original in front of her.

58. In the judgement of *Lewitt v Froud* NO 2012 JDR 1927 (GNP), the summary relating to evidence states:

“Summary

Evidence – Expert evidence – Evaluation of – Where handwriting expert testifying testator’s signature on will forgery – Such finding necessarily impugning evidence of witness who had testified that will signed in his presence – In order to rely on evidence of expert witness, court must be able to reject such witnesses’ evidence as so improbable that its reliability and credibility were impugned – In casu, that not being the case, expert evidence not displacing such witnesses evidence.”

59. More specifically, paragraph 54 of *Lewitt supra* reads:

“54. I respectfully agree with the approach expressed in these cases. In my view it matters not what the particular discipline is that an expert is testifying about. Consequently, in order to rely on the evidence of Me Grandin, in the circumstances of this case, the court must be able to find that there was no reasonable possibility that Mr Ehlers was telling the truth. In order to do so the court must be able to find that his version was so improbable that its very credibility and reliability were impugned. Furthermore, in order to succeed, the court would also have to find that Mr Ehlers had been party to a fraud. A court will not infer fraud and dishonesty lightly, and will more particularly not do so if the person alleged to have perpetrated the fraud, is an officer of the court.”

60. In Lewitt *supra*, Grandin was the expert and Ehlers was an attorney. The principles are very straightforward. Unless one can find that, in casu, Arlow, Arokiam and the First Defendant had committed fraud, the evidence of the expert is to be disregarded. Arlow is an officer of the court. Not just any officer, but a Notary Public, whose evidence was unblemished. She and Arokiam gave a first-hand account of the very document having been signed in front of them by both the Deceased and the First Defendant. Even if Buckley’s evidence had been credible, and it was not, Buckley’s evidence must give way to the first-hand account of the events testified to by both Arlow and Arokiam.
61. In the circumstances, the Plaintiff has not proved a case for the very first leg of the relief sought. He is not entitled to an order setting aside the joint will. Thus, there is no reason to consider the remainder of the relief, or any of the special pleas.
62. On the day following the hearing, Mr Carelse sent an email to my Registrar, copied to his opponents, drawing to my attention that an interdict had been granted on or about 14 August 2019, restraining the First Defendant from dealing with the assets of the estate of the Deceased. From an examination of Caselines, such interdict had been granted by the Honourable Dippenaar J on 04 April 2019 (Caselines 074-4). Whilst such interdict was not expressed to have been interim, the intention could only have been for such interdict to remain operative, pending the outcome of this action. Hence, I am inclined to discharge such interdict. Moreover, the Plaintiff would no longer have any interest in the relief granted thereunder.
63. Mr Carelse called for a punitive costs order against the Plaintiff, upon the basis that he had litigated recklessly, well-knowing that he could not prove his case.
64. Whilst courts should express their displeasure at frivolous and ill-considered litigation, a costs order is discretionary and I am not inclined to visit the Plaintiff with a punitive order, as he had clearly acted upon legal advice received. If that advice was ill-conceived, I find it difficult to punish the Plaintiff in circumstances where he demonstrated a genuine belief in his case.
65. Accordingly, I make the following order:
 - 65.1. The action is dismissed;

65.2. The interdict granted by the Honourable Dippenaar J of 04 April 2019, is hereby discharged.

65.3. The Plaintiff is to bear the taxed costs of the First and Third Defendant, on the scale as between party and party.

NOCHUMSOHN, G

ACTING JUDGE OF THE HIGH COURT

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Date of Hearing:

15 and 16 August 2022

Date of Judgment:

17 August 2022

This judgment was authored by Nochumsohn AJ and is handed down electronically by circulation to the parties / their legal representatives, by email, and uploading to the electronic file of this matter on Caselines. The date of this Judgment is deemed to be 17 August 2022.

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