THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

JUDGMENT

Reportable

Case No: 296/2020 & 226/2021

In the matter between:

MULTICHOICE SUPPORT SERVICES (PTY) LTD **APPELLANT**

and

CALVIN ELECTRONICS T/A BATAVIA TRADING **FIRST RESPONDENT**

MUDUMELA CALVIN THITOVHELWI **SECOND RESPONDENT**

Neutral citation: *MultiChoice Support Services (Pty) Ltd v Calvin Electronics t/a Batavia Trading and Another* (case no 296/2020 and 226/2021) [2021] ZASCA 143 (8 October 2021)

Coram: MBHA, SCHIPPERS JJA and POTTERILL, PHATSHOANE and MOLEFE AJJA

Heard: 19 August 2021

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email, publication on the Supreme Court of Appeal website and release to SAFLII. The date and time for hand-down is deemed to be 09h45 on 8 October 2021.

Summary: Law of contract – cancellation in terms of provisions of contract – contracting party applying for interdict to stop cancellation pending judicial review of decision to cancel – interdict granted – cancellation of contract not reviewable – does not involve control of public power – not administrative action – neither reviewable under principle of legality – interdict legally unsustainable – contempt of court – order based on legally unsustainable interdict – fatally defective – requisites for contempt in any event not met – execution of contempt order granted in terms of s 18 of Superior Courts Act 10 of 2013 – also defective – execution requirements not met.

ORDER

On appeal from: Limpopo Division of the High Court, Polokwane (Phatudi J sitting as court of first instance):

The appeal under case no 226/2021:

1 The appeal is upheld with costs on the scale as between attorney and client, including the costs of two counsel.

2 The order of the high court is set aside and replaced with the following order:

'The application is dismissed with costs on the scale as between attorney and client, including the costs of two counsel, where so employed.'

On appeal from: Limpopo Division of the High Court, Polokwane (Tshidada AJ sitting as court of first instance):

The appeal under case no 296/2020:

1 The appeal is upheld with costs on the scale as between attorney and client, including the costs of two counsel.

2 The order of the high court is set aside and replaced with the following order:

'The application is dismissed with costs on the scale as between attorney and client, including the costs of two counsel, where so employed.'

JUDGMENT

Schippers JA and Potterill AJA (Mbha JA and Phatshoane and Molefe AJJA concurring)

[1] These are two related appeals. The first, which is with the leave of this Court, is against an order of Phatudi J in the Limpopo Division of the High Court

Polokwane (the high court), declaring that the appellant was in contempt of an order issued by that court (per Makgoba JP) on 26 November 2019. The second, which is before us by way of the appellant's automatic right of appeal in terms of s 18(3) of the Superior Courts Act 10 of 2013 (the Act), concerns the correctness of an order made by the high court (Tshidada AJ) that an order which was the subject of an appeal (the contempt order by Phatudi J), be put into operation.

The facts

[2] The appellant, MultiChoice Support Services (Pty) Ltd (MultiChoice), provides satellite television, audio channels and related facilities and services to subscribers. The respondents, Calvin Electronics t/a Batavia Trading and Mr Mudumela Calvin Thithovhelwi (hereafter referred to as Calvin) in 2015 concluded an agency agreement in terms of which Calvin, as agent, was responsible for soliciting subscriptions, collection of subscription fees and activating customer accounts (the agency agreement). The parties entered into an accredited installers agreement in 2016 (the installers agreement). Under that agreement Calvin was appointed as an accredited installer of MultiChoice's equipment and granted access to its information technology systems known as the Clarity and SAP systems (MultiChoice's systems).

[3] On 30 September 2019 MultiChoice gave Calvin written notice of termination of the agency agreement. A similar notice terminating the installers agreement was sent on 11 October 2019. For convenience, we refer to these notices of termination of the agreements as 'the September terminations'. The effects of September terminations were mainly that Calvin could no longer trade as a MultiChoice agent and installer and was denied access to its systems. The September terminations led to a flurry of seven applications brought before three different high courts during the period November 2019 to February 2020.

[4] On 8 November 2019 Calvin approached the Limpopo Division of the High Court, Thohoyandou, on an urgent basis to reverse the effects of the September terminations. Phatudi J struck that application from the roll for want of urgency and granted a punitive costs order against Calvin. That application was not re-enrolled by Calvin on the ordinary court roll. Instead, it abandoned the application.

[5] On 20 November 2019 Calvin filed an application in the high court, Polokwane, to 'review' MultiChoice's decision to terminate the agreements. In answer MultiChoice filed a notice of its intention to raise questions of law at the hearing of that application.[1] These questions were principally that the parties had agreed that MultiChoice was entitled to cancel the agreements at its sole discretion for any reason whatsoever. Consequently, the decisions to terminate the agreements could never constitute 'administrative action' as defined in the Promotion of Administrative Justice Act 3 of 2000 (PAJA), and were thus not reviewable. The review application has to date not been prosecuted.

[6] On 25 November 2019 Calvin issued a second urgent application in the high court. On 26 November 2019 Makgoba JP granted an order (without reasons) directing MultiChoice to restore Calvin's access to the IT systems, pending the finalisation of the review application filed on 20 November 2019. MultiChoice was also interdicted from preventing Calvin from performing its obligations as a service provider under the agency and installer agreements. MultiChoice complied with this order and Calvin was granted access to its systems. MultiChoice was provided with the reasons for the order of Makgoba JP only in February 2020.

[1] The notice was filed in terms of rule 6(5)*(d)*(iii) of the Uniform Rules of Court.

[7] After MultiChoice had restored Calvin's access to its systems, an investigation by MultiChoice revealed that Calvin and its employees, in breach of both agreements, had engaged in misconduct and fraud which caused MultiChoice to suffer financial loss of R2 258 710.58. MultiChoice no longer wished to continue with the business relationship between the parties and the agreements were no longer commercially viable to MultiChoice. Consequently, on 18 December 2019 the attorneys acting for MultiChoice sent fresh notices of termination of the agency and installer agreements to Calvin (the December terminations).

[8] On 20 December 2019 MultiChoice issued an application in the Gauteng Division of the High Court, Johannesburg, for a declaratory order to confirm the validity of the December terminations. Pursuant to these terminations, on 20 January 2020 MultiChoice deactivated Calvin's access to its systems.

[9] This deactivation, according to Calvin, constituted contempt of court; and on 31 January 2020 it launched an application in the high court to hold MultiChoice in contempt of the order issued by Makgoba JP. The contempt application came before Phatudi J who granted an order (without reasons) on 5 February 2020, declaring that MultiChoice was in contempt of the order of Makgoba JP (the contempt order). On the same day MultiChoice delivered an application for leave to appeal against the contempt order. The judgment of Phatudi J containing the reasons for the contempt order was delivered on 6 May 2020.

[10] On 12 February 2020 the application by MultiChoice for a declaratory order to confirm the validity of the December terminations was heard by Campbell AJ. The judge noted that MultiChoice had provided credible evidence

of fraud that justified the December terminations, but was of the view that granting the declaratory order would be in conflict with the contempt order of Phatudi J. He decided not to dismiss the application 'because of the real possibility of a miscarriage of justice'. For these reasons, Campbell AJ postponed the application to a date after the determination of the appeal against the contempt order, and costs were reserved.

[11] On 19 February 2020 Calvin brought an urgent application in terms of s 18(3) of the Act for the execution of the contempt order. The application was heard on 28 February 2020 by Tshidada AJ who made an order on 14 April 2020 directing that the contempt order operate and be executed in full, pending the outcome of the application for leave to appeal that order.

The foundational order

[12] The order of Makgoba JP granting Calvin an interdict restoring its access to MultiChoice's systems pending a review of the decision to terminate the agreements in September 2019, was the foundation of everything that followed. If that order is unsound in law, then neither the contempt order nor the order of Tshidada AJ is legally sustainable. Indeed, this was rightly conceded by counsel for Calvin. In this regard, the dictum of Snyders JA in *Von Abo*[2] is apposite:

'As a matter of logic the second order arose from the first order and has no independent existence separate from the first order. As the second order was given in consequence of the first order, and would not nor could have been given if it were not for the first order, it follows that if the first order is wrong in law, the second order is legally untenable.'

[13] The order of Makgoba JP in relevant part reads:

'2. The Respondent is hereby directed to forthwith take all the necessary steps to restore and re-instate the First Applicant onto the respondent's system known as CLARITY AND SAP

[2] *Government of the Republic of South Africa and Others v Von Abo* [2011] ZASCA 65; [2011] 3 All SA 261 (SCA); 2011 (5) SA 262 (SCA) para 18.

("system") for certain service areas in Thohoyandou, pending the finalization of the application filed on 20 November 2019 for review of the Respondent's decision to terminate the agency and Accredited Installer agreements, on 30 September 2019, under case number 8053/2019.

3. The respondent is hereby forthwith interdicted and restrained from preventing the First Applicant from utilizing the equipment and/or facilities for the service areas, pending the finalization of the application filed on 20 November 2019, for review of the Respondent's decision to terminate the agency and Accredited Installer agreements on 30 September 2019 under case number 8053/2019.

4. The respondent is hereby interdicted and restrained from preventing the First applicant from performing its obligations as a service provider to the respondent in terms of the Agency agreement dated 1 July 2014 and the Accredited installer agreements on 30 September 2019 under case number 8053/2019.'

[14] This order, unfortunately, is erroneous in a number of respects. First it is trite that a decision by a contracting party to cancel a contract concluded between two private parties, cannot form the subject of judicial review – the power of courts to review the lawfulness, reasonableness and procedural fairness of decisions or actions taken by public bodies. The cancellation of the agreements by MultiChoice had nothing to do with the control of administrative power, or the method of such control: judicial review of administrative action.[3]

[15] Second, the decision by MultiChoice to cancel the agency and installer agreements, was not 'administrative action' as defined in PAJA. In *Grey's Marine*[4] Nugent JA said:

'Administrative action is . . . in general terms, the conduct of the bureaucracy (whoever the bureaucratic functionary might be) in carrying out the daily functions of the State, which necessarily involves the application of policy, usually after its translation into law, with direct and immediate consequences for individuals or groups of individuals.'

[3] C Hoexter *Administrative Law in South Africa* 2 ed (2012) at 108.
[4] *Grey's Marine Hout Bay (Pty) Ltd and Others v Minister of Public Works and Others* [2005] ZASCA 43; 2005 (6) SA 313 (SCA) para 24.

Neither was the decision to cancel the agreements conceivably the exercise of public power other than administrative action, that could render it subject to review in terms of the principle of legality, sourced in the rule of law, a founding value of the Constitution.[5]

[16] Third, it was clear from the relief sought in the review application – which formed the basis of the interdict – that Calvin was not seeking the review of an administrative decision. Instead, what it sought was an order:

'1. Reviewing, setting aside *the decision to terminate an agreement (Agency agreement)* between the Applicant and Respondent *in terms of a letter of termination dated the 30th day of September 2019*.

2. Reviewing, setting aside and/or correcting *the decision to terminate an agreement (Accredited installer Agreement)* between the Applicant and Respondent *in terms of a letter of termination dated the 11th day of October 2019*.' (Emphasis added.)

[17] Fourth, a simple reading of the notices of termination and the agreements reveals that what was in issue between the parties was a contractual dispute arising from the election by MultiChoice to exercise its contractual right to terminate the agreements. Clause 3.3 of the agency agreement provided:

'MultiChoice shall be entitled in its sole discretion, at any time, and for any reason whatsoever, to terminate this Agreement without liability by providing the agent 30 days prior written notice.'

Likewise, clause 5.4 of the installer agreement read:

'MultiChoice shall be entitled in its sole discretion, at any time, and for any reason whatsoever, to terminate this Agreement without liability. Where MultiChoice elects to terminate this Agreement pursuant to this clause 5.4, MultiChoice will give the Accredited Installer 30 (thirty) days prior written notice to this effect.'

Clause 17.5 provided:

[5] Hoexter *op cit* fn 3 at 121ff.

'Notwithstanding the above, MultiChoice shall have the right to cancel this Agreement with the Accredited Installer upon 30 days' notice for any reason whatsoever including but not limited to fraudulent activity by the Installer.'

[18] Lastly, the orders directing MultiChoice forthwith to grant Calvin access to its systems, and interdicting and restraining MultiChoice from preventing Calvin from utilising its equipment or facilities or performing its obligations as a service provider, was directly at odds with what the parties had agreed upon, expressed in plain language. The effect of these orders was to nullify MultiChoice's contractual remedies, amend the agreements, and to improve Calvin's position.

[19] In the result the appeals must succeed. On a proper appreciation of the nature of dispute between the parties, and the defences raised by MultiChoice, Calvin was not entitled to any relief. Although this conclusion effectively disposes of the two appeals, counsel for MultiChoice has criticised the high court's interpretation and application of the principles in relation to contempt and the execution of an order under s 18 of the Act. We must proceed to address these criticisms and determine whether they are valid, since otherwise the high court's interpretation would remain authoritative generally, and in the Limpopo Division of the High Court in particular.

Did MultiChoice commit contempt of court?

[20] The requisites for an order of civil contempt are well-settled. The applicant must prove the existence of the order; service or notice; and wilfulness and mala fides beyond reasonable doubt. Once the applicant has proved the order, notice and non-compliance, the respondent's conduct is presumed to be both wilful and

mala fide and it bears an evidential burden to rebut that presumption.[6] For an act to constitute civil contempt, there must have been an intention to defeat the course of justice.[7]

[21] Phatudi J, in his reasons for holding MultiChoice in contempt, stated that its unilateral termination of the agreement was not only objectively unreasonable, 'but wilful and thus devoid of any *bona fides*'. The judge found that MultiChoice's termination of the agreements at its sole discretion and for any reason, could 'only be invoked if there were good grounds justifying the [abrupt] termination thereof'. The imputations of fraud by MultiChoice were 'clearly premature'. Its submissions to justify non-compliance with the order of Makgoba JP were 'simply untenable'. Even if MultiChoice was entitled commercially to terminate the contracts, that alone did not entitle it to act unilaterally, which 'in itself amounted to wilful and *mala fide* disregard of a court order'. And even if MultiChoice had relied on the alleged fraud, it was incumbent on MultiChoice to comply with the order of Makgoba JP on the principle laid down in *Oudekraal*:[8] an administrative decision remained valid until set aside. Phatudi J went on to say that, on the assumption that MultiChoice had uncovered fraud, that possibly would have entitled it to apply for an interdict against Calvin and its employees, 'instead of invoking self-help and despoiled as they did the applicants in their business operations'.

[22] These findings are unsustainable on the evidence and the law. On the papers before the court and in law, it could not be suggested that MultiChoice had 'despoiled' Calvin or resorted to self-help. On the contrary, Calvin's case was not

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[6] *Fakie NO v CCII Systems (Pty) Ltd* [2006] ZASCA 52; 2006 (4) SA 326 (SCA) paras 7-8 and 42; affirmed in *Pheko and Others v Ekurhuleni Metropolitan Municipality (Socio-Economic Rights Institute of South Africa (No 2)* [2015] ZACC 10; 2015 (5) SA 600 (CC) para 36.
[7] *Gauteng Gambling Board and Another v MEC for Economic Development, Gauteng* [2013] ZASCA 67; 2013 (5) SA 24 (SCA) para 51.
[8] *Oudekraal Estates (Pty) Ltd v City of Cape Town and Others* 2004 (6) SA 222 (SCA).

that it had been wrongfully deprived of possession of MultiChoice's systems. Further, the high court's finding is contradicted by the fact that MultiChoice sought a court's imprimatur for the December terminations. As stated, MultiChoice had exercised its contractual right to unilaterally terminate the contracts in terms of a procedure to which the parties had specifically agreed. It was entitled to do so on any ground of cancellation specified in the agreements, including Calvin's fraud. The conclusion that this in itself constituted contempt or that the imputations of fraud were premature, is incorrect. As stated earlier, the decision to terminate the agreements was not administrative action and therefore the *Oudekraal* principle was inapplicable.

[23] On the evidence, Calvin simply did not prove non-compliance with the Makgoba JP order. That order was based on the September terminations. By contrast, the December terminations were issued on the basis of new facts uncovered after MultiChoice had restored Calvin's access to its systems in terms of the Makgoba JP order – an elaborate scheme of fraud by Calvin and its employees that resulted in MultiChoice suffering a loss of some R2.25 million. Those facts were not, and could not have been, before Makgoba JP. Moreover, the order of Makgoba JP could not prevent MultiChoice from exercising its contractual rights in accordance with the terms of the agreements in the future. Neither could that order give Calvin carte blanche in relation to its obligations under the agreements in the future.

[24] Given that Calvin did not discharge the onus of showing non-compliance with the Makgoba JP order, the presumption of wilfulness and mala fides did not arise. But even if Calvin had proved non-compliance, the presumption of wilfulness and mala fides would have been easily rebutted. A deliberate disregard of a court order is not enough, since the alleged contemnor may genuinely, albeit

mistakenly, believe itself to act in the way claimed to constitute the contempt.[9] The facts show that the MultiChoice had issued the December terminations bona fide in the light of new facts – the fraud perpetrated by Calvin and its employees on MultiChoice, detailed in the answering affidavit in the contempt application, and to which Calvin chose not to reply.

[25] For the above reasons, Calvin did not even begin to make out a case that MultiChoice was guilty of contempt of court. For this reason also, the appeal must succeed.

The execution of the contempt order

[26] Section 18(1) of the Act provides that the execution of a decision which is the subject of an application for leave to appeal, is suspended pending the decision of that application or the appeal, unless the court under exceptional circumstances orders otherwise. In terms of s 18(3), the party who applies for execution of the decision must in addition prove that it will suffer irreparable harm if the court does not make an execution order, and that the other party will not suffer irreparable harm if it does. An applicant must therefore prove both exceptional circumstances and the requisites of irreparable harm.[10]

[27] It is impossible to lay down precise rules as to what constitutes exceptional circumstances.[11] Each case must be decided on its own facts.[12] The prospect of success in the pending appeal is a relevant consideration and if it is doubtful, a court deciding an application under s 18(3) would be less inclined to grant it.[13]

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[9] *Fakie* fn 6 para 9; affirmed most recently by the Constitutional Court in *Secretary of the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State v Zuma and Others* [2021] ZACC 18; 2021 (5) SA 327 (CC) paras 41-43.
[10] *University of the Free State v Afriforum and Another* [2016] ZASCA 165; [2017] 1 All SA 79 (SCA); 2018 (3) SA 428 (SCA) para 11.
[11] *Ntlemeza v Helen Suzman Foundation and Another* [2017] ZASCA 93 (9 June 2017) para 37.
[12] *UFS v Afriforum* fn 10 para 13.
[13] *UFS v Afriforum* fn 10 paras 14-15.

[28] Calvin alleged that the following constituted exceptional circumstances. MultiChoice had 'without cause resorted to self-help' and denied Calvin access to its systems. It had to close shop, nine of its employees were without a job and Calvin was liable for rental of its premises. It had already suffered irreparable harm despite the fact that it had achieved success in the high court (the order of Makgoba JP and the contempt order).

[29] The high court (Tshidada AJ) accepted that these allegations constituted exceptional circumstances. In our view they do not. As this court stated in *UFS v Afriforum*,[14] in evaluating the circumstances upon which an applicant relies, 'what is sought is an extraordinary deviation from the norm, which, in turn, requires the existence of truly exceptional circumstances to justify the deviation'. Calvin failed to establish the requirements of s 18(1) of the Act. The high court held that Calvin had been 'successful in the two previous applications pending the review application . . . therefore should not be deprived [of] the benefit of the said orders'. Those orders however, were fatally defective for the reasons advanced above. Calvin did not demonstrate any prospect of success on appeal.

[30] What is more, the court overlooked the fact that the December terminations and the consequent denial of Calvin's access to MultiChoice's systems came about as a result of its own conduct – fraud by Calvin and its employees, causing MultiChoice to suffer substantial financial loss. In its answering affidavit MultiChoice demonstrated that the fraud which had commenced before the September terminations, was resumed upon the grant of the Makgoba JP order. The evidence that MultiChoice had suffered a loss of approximately R2.25 million and continued to suffer loss, went unchallenged and was met with a bald denial. In these circumstances it could never be suggested, let alone concluded,

[14] *UFS v Afriforum* fn 10 para 13.

that the so-called harm to Calvin outweighed the irreparable harm to MultiChoice. Calvin simply failed to meet the requisites of s 18(3) of the Act.

[31] For these reasons, the high court's findings that it was 'startling' that MultiChoice had not reported the matter to the police; that '[n]o persuasive reason was advanced . . . for such a glaring omission'; and that the apparent aim of MultiChoice was 'simply to terminate the agreement without the parties engaging each other and attempting to find an amicable solution to the problem', which was 'unsustainable', are unfortunate. The court failed to appreciate that MultiChoice was exercising a right to terminate the contracts on grounds which the parties had expressly agreed upon, and its order must accordingly be set aside.

Costs

[32] Counsel for MultiChoice submitted that in the circumstances, a punitive costs order was justified, for two reasons. The first was that Calvin's conduct amounted to an abuse of court process. The second was that both agreements provided for costs on the scale of attorney and own client: the agency agreement in the event of a breach of any of its provisions; and the installer's agreement when a party enforced its rights under it.

[33] In *Public Protector v SARB,*[15] the Constitutional Court affirmed the principle pertaining to punitive costs:

'More than 100 years ago, Innes CJ stated the principle that costs on an attorney and client scale are awarded when a court wishes to mark its disapproval of the conduct of a litigant. Since then this principle has been endorsed and applied in a long line of cases and remains applicable. Over the years, courts have awarded costs on an attorney and client scale to mark their disapproval of fraudulent, dishonest or *mala fides* (bad faith) conduct; vexatious conduct; and conduct that amounts to an abuse of the process of court'.

[15] *Public Protector v South African Reserve Bank* [2019] ZACC 29; 2019 (9) BCLR 1113 (CC); 2019 (6) SA 253 (CC) para 223.

[34] In our view, Calvin throughout has abused the process of court – it has used the procedures permitted by the rules of court for a purpose other than the pursuit of the truth[16] – to ensure access to MultiChoice's systems without any legal basis therefor. After its application had been struck from the roll by the Limpopo High Court, Thohoyandou on 8 November 2019, about two weeks later Calvin launched a second application in Polokwane for substantially the same relief. On 25 November 2019 Calvin brought an urgent application for an interdict, pending a 'review' of the decision to cancel the agreements. It did this on a patently untenable legal basis – the cancellation decision was not administrative action – well-knowing that MultiChoice was entitled to cancel the agreements in accordance with their terms. That Calvin's aim was merely to gain access to the MultiChoice systems, is buttressed by the fact that to date it has not prosecuted the pending review application.

[35] In the application by MultiChoice before Campbell AJ to confirm the December terminations, Calvin raised technical objections and skirted around the real issue: whether MultiChoice was entitled to cancel the agreements on account of fraud – a term that Calvin knew it had agreed to. Next, Calvin thwarted the December terminations by launching an unmeritorious application for contempt of the Makgoba JP order. It was clear that on any reasonable construction of that order, it did not extinguish or limit the contractual right of MultiChoice to cancel the agreements on new grounds.

[36] Despite this, Calvin brought an application under s 18 of the Act to execute the contempt order, after MultiChoice had filed an application for leave to appeal that order. The s 18 application was hopelessly deficient, and merely underscored

[16] *Beinash v Wixley* 1997 (3) SA 721 (SCA) at 734E-734G; [1997] 2 All SA 241 (A) at 251.

Calvin's purpose in using court process for an ulterior purpose: to gain access to MultiChoice's systems.

[37] Apart from all of this, Calvin's conduct was vexatious in that MultiChoice was put through unnecessary trouble and expense in opposing each application brought by Calvin. This too, justifies an order for costs on an attorney and client scale.[17] And MultiChoice is entitled to costs on this scale in terms of the agreements.

[38] In the result, the following orders are issued:

The appeal under case no 226/2021:

1 The appeal is upheld with costs on the scale as between attorney and client, including the costs of two counsel.

2 The order of the high court is set aside and replaced with the following order:

'The application is dismissed with costs on the scale as between attorney and client, including the costs of two counsel, where so employed.'

The appeal under case no 296/2020:

1 The appeal is upheld with costs on the scale as between attorney and client, including the costs of two counsel.

2 The order of the high court is set aside and replaced with the following order:

'The application is dismissed with costs on the scale as between attorney and client, including the costs of two counsel, where so employed.'

[17] *Zuma v The Office of the Public Protector and Others* [2020] ZASCA 138 para 20.

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A SCHIPPERS

JUDGE OF APPEAL

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S POTTERILL

ACTING JUDGE OF APPEAL

Appearances:

For appellant:	M Sello SC (with her J J Meiring)
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