

## DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 3397

12 May 2023

## RULES BOARD FOR COURTS OF LAW ACT, 1985 (ACT NO. 107 OF 1985)

AMENDMENT OF THE RULES REGULATING THE CONDUCT OF THE PROCEEDINGS  
OF THE PROVINCIAL AND LOCAL DIVISIONS OF THE HIGH COURT OF SOUTH  
AFRICA

The Rules Board for Courts of Law has under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), with the approval of the Minister of Justice and Correctional Services, made the rules in the Schedule.

## SCHEDULE

## GENERAL: EXPLANATORY NOTE:

[            ]            Words or expressions in bold type in square brackets represent omissions from the existing rules.

\_\_\_\_\_            Words or expressions underlined with a solid line represent insertions into the existing rules.

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**Definition**

1. In this Schedule "the Rules" means the Rules Regulating the Conduct of the Proceedings of the Provincial and Local Divisions of the High Court of South Africa published under Government Notice No. R. 48 of 12 January 1965, as amended by Government Notice Nos. R. 235 of 18 February 1966, R. 2004 of 15 December 1967, R. 3553 of 17 October 1969, R. 2021 of 5 November 1971, R. 1985 of 3 November 1972, R. 480 of 30 March 1973, R. 639 of 4 April 1975, R. 1816 of 8 October 1976, R. 1975 of 29 October 1976, R. 2477 of 17 December 1976, R. 2365 of 18 November 1977, R. 1546 of 28 July 1978, R. 1577 of 20 July 1979, R. 1535 of 25 July 1980, R. 2527 of 5 December 1980, R. 500 of 12 March 1982, R. 773 of 23 April 1982, R. 775 of 23 April 1982, R. 1873 of 3 September 1982, R. 2171 of 6 October 1982, R. 645 of 25 March 1983, R. 841 of 22 April 1983, R. 1077 of 20 May 1983, R. 1996 of 7 September 1984, R. 2094 of 13 September 1985, R. 810 of 2 May 1986, R. 2164 of 2 October 1987, R. 2642 of 27 November 1987, R. 1421 of 15 July 1988, R. 210 of 10 February 1989, R. 608 of 31 March 1989, R. 2628 of 1 December 1989, R. 185 of 2 February 1990, R. 1929 of 10 August 1990, R. 1262 of 30 May 1991, R. 2410 of 30 September 1991, R. 2845 of

29 November 1991, R. 406 of 7 February 1992, R. 1883 of 3 July 1992, R. 109 of 22 January 1993, R. 960 of 28 May 1993, R. 974 of 1 June 1993, R. 1356 of 30 July 1993, R. 1843 of 1 October 1993, R. 2365 of 10 December 1993, R. 2529 of 31 December 1993, R. 181 of 28 January 1994, R. 411 of 11 March 1994, R. 873 of 31 May 1996, R. 1063 of 28 June 1996, R. 1557 of 20 September 1996, R. 1746 of 25 October 1996, R. 2047 of 13 December 1996, R. 417 of 14 March 1997, R. 491 of 27 March 1997, R. 700 of 16 May 1997, R. 798 of 13 June 1997, R. 1352 of 10 October 1997, R. 785 of 5 June 1998, R. 881 of 26 June 1998, R. 1024 of 7 August 1998, R. 1723 of 30 December 1998, R. 315 of 12 March 1999, R. 568 of 30 April 1999, R. 1084 of 10 September 1999, R. 1299 of 29 October 1999, R. 502 of 19 May 2000, R. 849 of 25 August 2000, R. 373 of 30 April 2001, R. 1088 of 26 October 2001, R. 1755 of 5 December 2003, R. 229 of 20 February 2004, R. 1343 of 12 December 2008, R. 1345 of 12 December 2008, R. 516 of 8 May 2009, R. 518 of 8 May 2009, R. 86 of 12 February 2010, R. 87 of 12 February 2010, R. 88 of 12 February 2010, R. 89 of 12 February 2010, R. 90 of 12 February 2010, R. 500 of 11 June 2010, R. 591 of 09 July 2010, R. 980 of 19 November 2010, R. 981 of 19 November 2010, R. 464 of 22 June 2012, R. 992 of 7 December 2012, R. 114 of 15 February 2013, R. 262 of 12 April 2013, R. 471 of 12 July 2013, R. 472 of 12 July 2013, R. 759 of 11 October 2013, R. 212 of 28 March 2014, R. 213 of 28 March 2014, R. 214 of 28 March 2014, R. 30 of 23 January 2015, R. 31 of 23 January 2015, R. 317 of 17 April 2015, R. 781 of 31 August 2015, R. 3 of 19 February 2016, R. 678 of 3 June 2016, R. 1055 of 29 September 2017, R. 1272 of 17 November 2017, R. 1318 of 30 November 2018, R. 61 of 25 January 2019, R. 842 of 31 May 2019, R. 1343 of 18 October 2019, R. 107 of 7 February 2020, R. 1157 of 30 October 2020, R. 1603 of 17 December 2021, R. 2133 of 3 June 2022 and R. 2413 of 26 August 2022.

#### Amendment of rule 6 of the Rules

2. Rule 6 of the Rules is hereby amended—

(a) by the substitution in subrule (5) for paragraphs (a) and (b) of the following paragraphs, respectively:

“(5)(a) Every application other than one brought *ex parte* **[must] shall** be brought on notice of motion as near as may be in accordance with Form 2(a) of the First Schedule and true copies of the notice, and all annexures thereto, **[must] shall** be served upon every party to whom notice thereof is to be given.

(b) In a notice of motion the applicant **[must] shall—**

(i) appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available to the applicant, at either of which addresses the applicant will accept notice and service of all documents in such proceedings;

(ii) state the applicant’s postal **[,] or** facsimile **[or electronic mail]** addresses where available; and

(iii) set forth a day, not less than 10 days after service thereof on the respondent, on or before which such respondent is required to notify the applicant, in writing, whether respondent intends to oppose such application, and **[must] shall** further state that if no such notification is given the application will be set down for hearing on a stated day, not being less than 10 days after service on the said respondent of the said notice:

Provided that—

(aa) for the purposes of this subrule, the days between 21 December and 7 January, both inclusive, shall not be counted in the time allowed for delivery of the notice of intention to oppose or delivery of any affidavit;

(bb) the provisions of subparagraph (aa) shall not apply to applications brought under subrule 6(12) of this rule and applications brought under rule 43."

(b) by the substitution in subrule (5)(d) for subparagraphs (i), (ii) and (iii) of the following subparagraphs, respectively:

"(d) Any person opposing the grant of an order sought in the notice of motion **[must] shall**—

(i) within the time stated in the said notice, give applicant notice, in writing that such person intends to oppose the application, and in such notice appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available to such person, at either of which addresses such person will accept notice and service of all documents, as well as such person's postal **[,] or** facsimile **[or electronic mail]** addresses where available;

(ii) within **[fifteen] 15** days of notifying the applicant of intention to oppose the application, deliver such person's answering affidavit, if any, together with any relevant documents; and

(iii) if such person intends to raise any question of law only such person **[must] shall** deliver notice of intention to do so, within the time stated in the preceding sub-paragraph, setting forth such question."

(c) by the substitution in subrule (5)(f) for subparagraph (iii) of the following subparagraph:

"(iii) If the applicant fails so to apply within the appropriate period aforesaid, the respondent may do so immediately upon the expiry thereof. Notice in writing of the date allocated by the registrar **[must] shall** be given by the applicant or respondent, as the case may be, to the opposite party within five days of notification from the registrar."

#### **Amendment of rule 8 of the Rules**

3. Rule 8 of the Rules is hereby amended by the substitution for subrules (1), (5), (6), (7), (10) and (11) of the following subrules:

(a) "(1) Where by law any person may be summoned to answer a claim made for provisional sentence, proceedings shall be instituted by way of a summons as near as may be in accordance with Form 3 of the First Schedule calling upon such person to pay the amount claimed or, failing such payment, to appear personally or by counsel or by an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court upon a day named in such summons, not being less than 10 days after the service upon him or her of such summons, to admit or deny his or her liability.";

(b) "(5) Upon the day named in the summons the defendant may appear personally or by an advocate or by an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court to admit or deny his or her liability and may, not later than noon of the court day but one preceding the day upon which he or she is called upon to appear in court,

deliver an affidavit setting forth the grounds upon which he or she disputes liability in which event the plaintiff shall be afforded a reasonable opportunity of replying thereto.”;

- (c) “(6) If at the hearing the defendant admits his or her liability or if he or she has previously filed with the registrar an admission of liability signed by himself or herself and witnessed by an attorney acting for him or her and not acting for the opposite party, or, if not so witnessed, verified by affidavit, the court may give final judgment against him or her.”;
- (d) “(7) The court may hear oral evidence as to the authenticity of the defendant's signature, or that of his or her agent, to the document upon which claim for provisional sentence is founded or as to the authority of the defendant's agent.”;
- (e) “(10) Any person against whom provisional sentence has been granted may enter into the principal case only if he or she shall have satisfied the amount of the judgment of provisional sentence and taxed costs, or if the plaintiff on demand fails to furnish due security in terms of subrule (9).”; and
- (f) “(11) A defendant entitled and wishing to enter into the principal case shall, within two months of the grant of provisional sentence, deliver notice of his or her intention to do so, in which event the summons shall be deemed to be a combined summons and he or she shall deliver a plea within 10 days thereafter. Failing such notice or such plea the provisional sentence shall *ipso facto* become a final judgment and the security given by the plaintiff shall lapse.”

#### **Amendment of rule 16 of the Rules**

4. Rule 16 of the Rules is hereby amended—

(a) by the substitution in subrule (2) for paragraph (b) of the following paragraph:

“(b) If such party does not appoint a further attorney, such party shall in the notice of termination appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available to such party, for the service on such party at either address, of all documents in such proceedings as well as such party's postal or facsimile addresses where available.”

#### **Amendment of rule 17 of the Rules**

5. Rule 17 of the Rules is hereby amended by—

(a) by the substitution in subrule (3) for paragraphs (a) and (b) of the following paragraphs, respectively:

“(3)(a) Every summons shall be signed by the attorney acting for the plaintiff and shall bear an attorney's physical address, within **[15] 25** kilometres of the office of the registrar and where available, such attorney's postal, facsimile and electronic mail addresses **[the attorney's**

**postal address and, where available, the attorney's facsimile address and electronic mail address].**

(b) If no attorney is acting, the summons shall be signed by the plaintiff, who shall in addition append an address within **[15] 25** kilometres of the office of the registrar and where available, the plaintiff's postal, facsimile and electronic mail addresses at either of which addresses plaintiff will accept service of all subsequent documents in the suit **[, the plaintiff's postal [address and, where available, plaintiff's facsimile address and electronic mail address]."**

#### **Amendment of rule 18 of the Rules**

**6.** Rule 18 of the Rules is hereby amended by the substitution for subrules (1), (4), (5), (6), (9) and (10) of the following subrules:

- (a) "(1) A combined summons, and every other pleading except a summons, shall be signed by both an advocate and an attorney or, in the case of an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court, only by such attorney or, if a party sues or defends personally, by that party.";
- (b) "(4) Every pleading shall contain a clear and concise statement of the material facts upon which the pleader relies for his or her claim, defence or answer to any pleading, as the case may be, with sufficient particularity to enable the opposite party to reply thereto.";
- (c) "(5) When in any pleading a party denies an allegation of fact in the previous pleading of the opposite party, he or she shall not do so evasively, but shall answer the point of substance.";
- (d) "(6) A party who in his or her pleading relies upon a contract shall state whether the contract is written or oral and when, where and by whom it was concluded, and if the contract is written a true copy thereof or of the part relied on in the pleading shall be annexed to the pleading.";
- (e) "(9) A party claiming division, transfer or forfeiture of assets in divorce proceedings in respect of a marriage out of community of property, shall give details of the grounds on which he or she claims that he or she is entitled to such division, transfer or forfeiture."; and
- (f) "(10) A plaintiff suing for damages shall set them out in such manner as will enable the defendant reasonably to assess the quantum thereof: Provided that a plaintiff suing for damages for personal injury shall specify his or her date of birth, the nature and extent of the injuries, and the nature, effects and duration of the disability alleged to give rise to such damages, and shall as far as practicable state separately what amount, if any, is claimed for-
- (a) medical costs, hospital costs and other similar expenses and how these costs and expenses are made up;

- (b) pain and suffering, stating whether temporary or permanent and which injuries caused it;
- (c) disability in respect of
  - (i) the earning of income (stating the earnings lost to date and how the amount is made up and the estimated future loss and the nature of the work the plaintiff will in future be able to do);
  - (ii) the enjoyment of amenities of life (giving particulars) and stating whether the disability concerned is temporary or permanent; and
- (d) disfigurement, with a full description thereof and stating whether it is temporary or permanent.

#### **Amendment of rule 19 of the Rules**

7. Rule 19 of the Rules is hereby amended—

(a) by the substitution in subrule (3) for paragraph (a) of the following paragraph:

“(3)(a) When a defendant delivers notice of intention to defend, defendant shall therein give defendant's full residential or business address, postal address and where available, facsimile address **[and electronic mail address]** and shall also appoint an address, not being a post office box or poste restante, within **[15] 25** kilometres of the office of the registrar and an electronic mail address where available, for the service on defendant at either address **[thereof]** of all documents in such action, and service thereof at the address so given shall be valid and effectual, except where by any order or practice of the court personal service is required.”

#### **Amendment of rule 21 of the Rules**

8. Rule 21 of the Rules is hereby amended by the substitution for subrules (2), (3) and (5) of the following subrules:

- (a) “(2) After the close of pleadings any party may, not less than **[twenty] 20** days before trial, deliver a notice requesting only such further particulars as are strictly necessary to enable him or her to prepare for trial. Such request shall be complied with within **[ten] 10** days after receipt thereof.”;
- (b) “(3) The request for further particulars for trial and the reply thereto shall, save where the party is litigating in person, be signed by both an advocate and an attorney or, in the case of an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme] High** Court, only by such attorney.”; and
- (c) “(5) The court shall at the conclusion of the trial **[mero motu] of own accord** consider whether the further particulars were strictly necessary, and shall disallow all costs of and flowing from any unnecessary request or reply, or both, and may order either party to pay the costs thereby wasted, on an attorney and client basis or otherwise.”

**Amendment of rule 34 of the Rules**

9. Rule 34 of the Rules is hereby amended—

(a) by the substitution for subrule (8) of the following subrule:

“(8) If notice of the acceptance of the offer or tender in terms of subrule (6) or notice in terms of subrule (7) is required to be given at an address other than that provided in rule 19(3), then it shall be given at an address, which is not a post office box or *poste restante*, within **[15] 25** kilometres of the office of the registrar and an electronic mail address, if available, at either of which addresses such notice **[must] shall** be delivered.”

**Amendment of rule 36 of the Rules**

10. Rule 36 of the Rules is hereby amended—

(a) by the substitution for subrule (4) of the following subrule:

“(4) Any party to such an action may at any time by notice in writing require any person claiming such damages to make available in so far as such person is able to do so to the other party within 10 days, any medical reports, hospital records, **[X-ray photographs] medical imaging**, or other documentary information of a like nature relevant to the assessment of such damages, and to provide copies or records thereof upon request.”; and

(b) by the substitution for subrule (9) of the following subrule:

“(9) (a) No person shall, save with the leave of the court or the consent of all parties to the suit, be entitled to call as a witness any person to give evidence as an expert upon any matter upon which the evidence of expert witnesses may be received unless—

**[(a)] (i)** where the plaintiff intends to call an expert, the plaintiff shall not more than 30 days after the close of pleadings, or where the defendant intends to call the expert, the defendant shall not more than 60 days after the close of pleadings, have delivered notice of intention to call such expert; and

**[(b)] (ii)** in the case of the plaintiff, not more than 90 days after the close of pleadings and in the case of the defendant not more than 120 days after the close of pleadings, such plaintiff or defendant shall have delivered a summary of the expert's opinion and the reasons therefor:

Provided that the notice and summary shall in any event be delivered before a first case management conference held in terms of rules 37A(6) and (7) or as directed by a case management judge.

(b) The summary of the expert's opinion and reasons therefor referred to in subparagraph (a)(ii) shall be compiled by the expert himself or herself and shall contain a statement by the expert confirming that the report is—

(i) in such expert's own words;

(ii) for the assistance of the court; and

(iii) a statement of truth.”.

**Amendment of rule 43 of the Rules**

11. Rule 43 of the Rules is hereby amended—

(b) by the substitution in subrule (2) for paragraph (b) of the following paragraph:

“(b) The statement and notice shall be signed by the applicant or the applicant’s attorney and shall give an address [for service] within [15] 25 kilometres of the office of the registrar and an electronic mail address, where available, as referred to in rule 6(5)(b) at either of which addresses service will be accepted.”

**Amendment of rule 46 of Rules**

12. Rule 46 of the Rules is hereby amended—

(a) by the substitution in subrule (1)(b) for subparagraph (ii) of the following subparagraph:

“(ii) sufficient information to enable the sheriff to give effect to subrule (3) hereof, including the title deed number, the erf number or sectional title unit number, and the exclusive use area to enable the registrar of deeds to identify the immovable property and record the attachment as an interdict against the immovable property.”

(c) by the substitution in subrule (11) for paragraph (b) of the following paragraph:

“(b) Any loss sustained by reason of the purchaser’s default may, on the application of any aggrieved creditor [whose name appears on the sheriff’s distribution account] referred to in subparagraphs (i) and (ii) of subrule (14)(c), be recovered from the purchaser under judgment of a judge given on a written report by the sheriff, after notice in writing has been given to the purchaser that the report will be laid before a judge for the aforesaid purpose.”

**Amendment of rule 46A of the Rules**

13. Rule 46A is hereby amended—

(a) by the substitution in subrule (4)(a) for subparagraphs (ii), (iii) and (iv) of the following subparagraph, respectively:

“(ii) inform every respondent cited therein that if the respondent intends to oppose the application or make submissions to the court, the respondent [must] shall do so on affidavit within 10 days of service of the application and appear in court on the date on which the application is to be heard;

(iii) appoint a physical address within [15] 25 kilometres of the office of the registrar and an electronic mail address, where available, at either of which addresses the applicant will accept service of all documents in these proceedings; and

(iv) state the applicant’s postal [,] or facsimile [or electronic mail] addresses where available.”

(b) by the substitution in subrule (6)(d) for subparagraphs (ii) and (iii) of the following subparagraphs, respectively:

"(ii) appoint a physical address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, where available, at either of which addresses **[documents may be served upon]** such respondent will accept service of all documents; and  
(iii) state the respondent's postal **[,] or** facsimile **[or electronic mail]** addresses where available."

#### Amendment of rule 53 of the Rules

14. Rule 53 of the Rules is hereby amended—

(a) by the substitution in subrule (1) for paragraph (b) of the following paragraph:

"(b) calling upon the magistrate, presiding officer, chairperson or officer, as the case may be, to despatch, within **[fifteen] 15** days after receipt of the notice of motion, to the registrar the record of such proceedings sought to be corrected or set aside, together with such reasons as **[he or she] the magistrate, presiding officer, chairperson or officer, as the case may be** is by law required or desires to give or make, and to notify the applicant that **[he or she] such magistrate, presiding officer, chairperson or officer, as the case may be** has done so."

(b) by the substitution for subrules (3), (4) and (5) of the following subrules, respectively:

"(3) The registrar shall make available to the applicant the record despatched **[to him or her]** as aforesaid upon such terms as the registrar thinks appropriate to ensure its safety, and the applicant shall thereupon cause copies of such portions of the record as may be necessary for the purposes of the review to be made and shall furnish the registrar with two copies and each of the other parties with one copy thereof, in each case certified by the applicant as true copies. The costs of transcription, if any, shall be borne by the applicant and shall be costs in the cause.

(4) The applicant may within **[ten] 10** days after the registrar has made the record available to **[him or her] the applicant**, by delivery of a notice and accompanying affidavit, amend, add to or vary the terms of **[his or her] such applicant's** notice of motion and supplement the supporting affidavit.

(5) Should the presiding officer, chairperson or officer, as the case may be, or any party affected desire to oppose the granting of the order prayed in the notice of motion, **[he or she] such presiding officer, chairperson or officer, as the case may be, or such party** shall—

(a) within **[fifteen] 15** days after receipt **[by him or her]** of the notice of motion or any amendment thereof deliver notice to the applicant that **[he or she] such presiding officer, chairperson or officer, as the case may be, or such party** intends so to oppose and shall in such notice appoint an address within **[15] 25** kilometres of the office of the registrar and an electronic mail address, where available, at either of which addresses **[he or she] such presiding officer, chairperson or officer, as the case may be, or such party** will accept notice and service of all process in such proceedings, as well as a postal or facsimile addresses where available; and

(b) within **[thirty]** 30 days after the expiry of the time referred to in subrule (4) hereof, deliver any affidavits **[he or she]** such presiding officer, chairperson or officer, as the case may be, or such party may desire in answer to the allegations made by the applicant.”.

#### **Amendment of rule 58 of the Rules**

**15.** Rule 58 of the Rules is hereby amended—

(a) by the substitution for subrule (5A) of the following subrule:

“(5A) Simultaneously with the delivery by a claimant of particulars of claim, such claimant shall specify an address **[for service]** within **[15]** 25 kilometres of the office of the registrar and an electronic mail address, where available, as referred to in rule 6(5)(b) at either of which addresses service will be accepted.”.

#### **Amendment of rule 59 of the Rules**

**16.** Rule 59 of the Rules is hereby amended by the substitution for subrules (1), (3) and (4) of the following subrules:

- (a) “(1) Any person may be admitted and enrolled by any division of the **[Supreme] High** Court as a sworn translator between any two or more specified official languages of the Republic of South Africa or between any specified official language of the Republic of South Africa and any specified foreign language, upon satisfying the court of his or her competency.”;
- (b) “(3) Every sworn translator duly admitted and enrolled shall, to the extent of such admission and enrolment, be deemed to be a sworn translator for all divisions of the **[Supreme] High** Court, and the registrar of the division in which he or she is admitted shall notify the registrars of all other divisions of such admission and enrolment, and furnish his or her address.”; and
- (c) “(4)(a) Any person admitted and enrolled under subrule (1) shall before commencing to exercise the functions of his or her office take an oath or make an affirmation which shall be subscribed by him or her, in the form set out below, namely—  
‘I .....(full name) do hereby swear/solemnly and sincerely affirm and declare that I will in my capacity as a translator of the **[Supreme] High** Court of South Africa faithfully and correctly translate, to the best of my knowledge and ability, any document into an official language of the Republic of South Africa from any other language in respect of which I have been admitted and enrolled as a translator’.  
(b) Any such oath or affirmation shall be taken or made before a judge of the division of the **[Supreme] High** Court of South Africa admitting and enrolling the translator and the judge concerned shall at the foot thereof endorse a statement of the fact that it was taken or made before him or her and of the date on which it was so taken or made and append his or her signature thereto.”

#### **Amendment of Rule 67 of the Rules**

17. Rule 67 is hereby amended by the substitution for item (c) of the following item:

(c) For each copy of an order of court made by the registrar-	
(i) <b>[for every 100 typed words or part thereof]</b>	<b>[2.00]</b>
<b>[(ii)]</b> for every photocopy of an A4-size page or part thereof	<b>[1.00] 2.20</b>

#### Amendment of rule 68 of the rules

18. Rule 68 of the Rules is hereby amended by the substitution for the Tariff of the following Tariff:

#### "TARIFF"

Item	R c
1. For registration of any document for service or execution, upon receipt thereof.	<b>[13,00]</b> 14,50
2. (a) For service of summonses, notices of motion, other notices, orders or any other documents, each	<b>[84,50]</b> 92,50
Provided that-	
(i) Whenever any document to be served with any such process is mentioned in the process or forms an annexure thereto, no additional fee shall be charged for the service of such document, but otherwise a fee of <b>[R13,00]</b> <u>R14,50</u> may be charged in respect of each separate document served;	
(ii) No fee for the service of a separate document shall be charged in respect of the service of process in criminal cases.	
(b) Attempted service of summonses, notices of motion, other notices, orders and any other documents: Provided that an attempted service of more than one document on the same person shall be treated as an attempted service of one document only.	<b>[63,50]</b> <u>69,00</u>
3. Travelling allowance:	
(a) For the distance actually and necessarily travelled by the sheriff or his or her officer, reckoned, subject to item 3(c) and (d), from the office of the sheriff, both on the forward and the return journey, per kilometre or part thereof.	<b>[R6,00]</b> <u>R7,50</u>
(b) When two or more summonses or other process, whether at the instance of the same party or of different parties, are capable of being served on one and the same journey, the travelling allowance for performing the round of service shall be fairly and equitably apportioned among the several cases, regard being had to the distance at which the parties against whom such process is directed respectively reside from the office of the sheriff, but the fee for service shall be payable for each service made or attempted to be made.	
(c) The travelling allowance mentioned in item 3(a) and (b) shall be calculated on the distance reckoned from the office of the sheriff if-	

(i) the sheriff's office is situated within the area of jurisdiction allocated to the sheriff by the Minister; and	
(ii) the distance from the sheriff's office is less than the distance reckoned from the court-house closest to the address for service.	
(d) If the requirement in item 3(c) is not met, then the travelling allowance mentioned in item 3(a) and (b) shall be calculated on the distance reckoned from the court-house closest to the address for service.	
4. (a) Postage in civil matters, as per postal tariff.	
(b) Postage in criminal matters, free.	
NOTE: The sheriff may take any postal matter to the registrar of the High Court, or if there is no registrar in his or her town or city, to the magistrate, who shall frank the envelope with his or her official franking stamp.	
5. For the execution of any writ-	
(a) (i) of personal arrest, including the conveyance of the person concerned to court, to an attorney's office or to a prison, per person	[106,00] 115,50
(ii) for conveying the person concerned to court from a place of custody on a day subsequent to the day of arrest and attending at court, per hour or part thereof	[126,00] 137,50
(iii) for attachment of property <i>ad fundandam jurisdictionem</i> or <i>ad confirmandam jurisdictionem</i>	[106,00] 115,50
(iv) where an attachment in terms of item 5(a)(iii) is withdrawn or suspended;	[30,00] 32,50
(b) of ejectment: [R126,00] R137,50 per hour or part thereof, subject to a minimum of which shall include the first hour (in addition to reasonable expenses necessarily incurred);	[188,00] 205,00
(c) against immovable property-	
(i) for execution, including service of notice of attachment upon the owner of the immovable property and upon the registrar of deeds or other officer charged with the registration of such property, and if the property is in occupation of some person other than the owner, also upon such occupier	[251,00] 273,50
(ii) for notice of attachment to a single lessee or occupier	[23,00] 25,50
(identical notices where there are several lessees, occupiers or owners, for each after the first)	[8,50] 9,50
(iii) for making valuation report for purposes of sale per half hour or part thereof	[63,50] 69,00
(iv) when—	
(aa) a sheriff has been authorised to sell property and the property is not sold by reason of the fact that the attachment is withdrawn or stayed, all the necessary notice for the withdrawal or stay of the attachment	[251,00] 273,50
(bb) upliftment of judicial attachment on immovable property occurs	[251,00] 273,50
(v) for ascertaining and recording what bonds or other encumbrances are registered against the property, together with the names and addresses of the persons in whose favour such bonds and encumbrances are so registered,	[126,00] 137,50

including any correspondence in connection therewith (in addition to reasonable expenses necessarily incurred)	
(vi) for notifying the execution creditor of such bonds or other encumbrances and of the names and addresses of the persons in whose favour such bonds or other encumbrances are registered	<b>[23,00]</b> <u>25,50</u>
(vii) for consideration of proof that a preferent creditor has complied with the requirements of rule 46(5)(a)	<b>[13,00]</b> <u>14,50</u>
(viii) for the notice referred to in rule 46(6)	<b>[23,00]</b> <u>25,50</u>
(ix) for consideration of notice of sale prepared by the execution creditor in consultation with the sheriff; and	
(x) for verifying that notice of sale has been published in the newspapers indicated and in the <i>Gazette</i> inclusive fee for (ix) and (x)	<b>[126,00]</b> <u>137,50</u>
(xi) for forwarding a copy of the notice of sale to every judgment creditor who had caused the immovable property to be attached and to every mortgagee thereof whose address is known, for each copy	<b>[23,00]</b> <u>25,50</u>
(xii) for affixing a copy of the notice of sale to the notice board of the magistrate's court referred to in rule 46(7)(e) and at or as near as may be to the place where the sale is actually to take place, an inclusive fee of <b>[R53,00]</b> <u>R58,00</u> and travelling costs referred to in item 3	
(xiii) for—	<b>[126,00]</b>
(aa) considering the conditions of sale prepared by the execution creditor	<u>137,50</u>
(bb) considering further or amended conditions of sale submitted by an interested party	<b>[126,00]</b> <u>137,50</u>
(cc) settling of conditions of sale	<b>[126,00]</b> <u>137,50</u>
(dd) all necessary attendances prescribed by any law related to auctions, in particular the Consumer Protection Act, 2008 (Act No. 68 of 2008)	<b>[380,00]</b> <u>414,50</u>
(ee) the conducting of an auction, save that this fee may not be charged if commission is claimed in terms of item (xiv)	<b>[251,00]</b> <u>273,50</u>
(xiv) on the sale of immovable property by the sheriff as auctioneer, 6 per cent on the first R100 000,00, 3.5 per cent on R100 001,00 to R400 000,00 and 1.5 per cent on the balance of the proceeds of the sale, subject to a maximum commission of R40 000,00 in total and a minimum of R3 000,00 (inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser;	
(xv) for —	
(aa) written notice to the purchaser who has failed to comply with the conditions of sale	<b>[63,50]</b> <u>69,00</u>
(bb) any report referred to in rule 46(11)	<b>[63,50]</b> <u>69,00</u>

(cc) informing judgment debtor of the cancellation referred to in rule 46(11)(a)(iii)	<b>[23,00]</b> <u>25,50</u>
(dd) giving notice referred to in rule 46(11)(c)	<b>[23,00]</b> <u>25,50</u>
(xvi) for giving transfer to the purchaser	<b>[30,00]</b> <u>32,50</u>
(xvii) for—	<b>[23,00]</b>
(aa) receipt of certificate referred to in rule 46(14)(a)	<u>25,50</u>
(bb) preparing a plan of distribution of the proceeds (including the necessary copies) and for forwarding a copy to the registrar	<b>[126,00]</b> <u>137,50</u>
(xviii) for giving notice to all parties who have lodged writs and to the execution debtor that the plan of distribution will lie for inspection, for every notice	<b>[23,00]</b> <u>25,50</u>
(xix) for the report referred to in rule 46A(9)(d)	<b>[63,50]</b> <u>69,00</u>
(d) against movable property-	
(i) when a writ is paid on presentation, 9 per cent on the amount so paid, with a minimum fee of <b>[R85,00]</b> R93,00 and a maximum of	<b>[832,50]</b> <u>908,00</u>
(ii) for any abortive attempt at attachment, including one hour's search and enquiry	<b>[85,00]</b> <u>93,00</u>
(iii) when a writ is withdrawn or stayed before any property is attached	<b>[25,00]</b> <u>30,00</u>
(iv) for making an attachment, including one hour's search and enquiry	<b>[172,50]</b> <u>208,00</u>
(v) notice of attachment, if necessary, to a single person (identical notices, when there is more than one person to be given notice, for each after the first)	<b>[22,00]</b> <u>24,50</u> <b>[13,00]</b> <u>14,50</u>
(vi) when an attachment is withdrawn by a judgment creditor or stayed before sale, 3 per cent on the value of the property attached or the amount of the writ, whichever is the lesser, but subject to a maximum of	<b>[574,00]</b> <u>626,50</u>
(vii) when a writ is paid by the debtor to the sheriff after attachment but before sale, 9 per cent on the amount so paid, with a minimum fee of <b>[R85,00]</b> R93,00 and a maximum of	<b>[832,50]</b> <u>908,00</u>
(viii) when moneys are taken in execution, 9 per cent of the amount so taken, but subject to a maximum of	<b>[832,50]</b> <u>908,00</u>
(ix) for drawing up advertisements of sale of goods attached	<b>[85,00]</b> <u>93,00</u>
(x) for selling in execution, including distribution of the proceeds, on the first R15 000,00 or part thereof, 9 per cent, and thereafter, 6 per cent, with a maximum of	<b>[11653,50]</b> <u>12 706,50</u>
(xi) .....	
(xii) commission shall not be chargeable against a judgment debtor on the value of movable property attached and subsequently claimed by a person other than	

the judgment debtor and released in consequence of such claim, unless such property has been attached at the express direction of the judgment creditor, in writing, in which event the judgment creditor shall be liable to the sheriff for the commission;	
(xiii) for insuring movable property attached when it is considered necessary and when the sheriff is directed thereto in writing by the judgment creditor, in addition to the amount of premium paid, an inclusive fee of	<b>[45,00]</b> <u>49,00</u>
(e) for keeping possession of property (money excluded)-	
(i) for each officer necessarily left in possession, a reasonable inclusive fee per officer per day not exceeding	<b>[158,00]</b> <u>172,50</u>
NOTE: 'Possession' means the continuous and necessary presence on the premises for the period in respect of which possession is reckoned, of a person employed and paid by the sheriff for the sole purpose of retaining possession	
(ii) for removal and storage, the reasonable and necessary expenses for such removal and storage, and if an animal is to be stabled or fed, the reasonable charges for such stabling and feeding;	
(iii) for tending livestock, the necessary expenses for tending such stock;	
(iv) when no officer is left in possession and no security bond is taken, but movable property attached remains under the supervision of the sheriff, per day	<b>[6,00]</b> <u>7,00</u>
6. (a) For making an inventory, including all necessary copies and time spent in stocktaking, per hour or part thereof	<b>[158,00]</b> <u>172,50</u>
(b) For assistance, where necessary, in taking inventory, a reasonable and inclusive fee per day, not exceeding	<b>[158,00]</b> <u>172,50</u>
7. (a) For making return of service or execution, including drawing up and typing of original for court, limited to one person upon each original process; and	
(b) copy thereof for party desiring service or execution.	<b>[52,00]</b> <u>57,00</u>
8. Drawing and completing of bail bond, deed of suretyship or indemnity bond.	<b>[31,00]</b> <u>34,00</u>
9. For the making of all necessary copies of documents per A4 size page.	<b>[6,50]</b> <u>7,50</u>
10. ....	
11. Attending any criminal session of a superior court or any circuit court, <b>[R126,00]</b> <u>R137,50</u> per hour or part thereof, with a maximum per day of	<b>[574,00]</b> <u>626,50</u>
12. For the writing of each necessary letter, facsimile or electronic mail excluding formal letters accompanying process or returns	<b>[23,00]</b> <u>25,50</u>
13. Each necessary attendance by telephone:	<b>[20,00]</b> <u>22,00</u>
14. Sending and receiving of each necessary facsimile or electronic mail per page (in addition to telephone charges):	<b>[8,50]</b> <u>9,50</u>
15. Bank charges: Actual costs incurred regarding bank charges <b>[and cheque forms]</b> .	
16. For interpleaders referred to in rule 58.	<b>[800,00]</b> <u>873,00</u>

<p>17. (a) Where the mandator instructs the sheriff, in writing, to serve or execute a document referred to in item 2 or 5 on an urgent basis or after hours, the sheriff shall charge an additional fee, irrespective of whether the service or execution was successful, and such additional fee shall be paid by the mandator, save where the court orders otherwise.</p>	<p><b>[283,00]</b> <u>308,00</u></p>
<p>(b) For the purpose of paragraph (a)—                  (i) "urgent" means on the same day or within twenty four hours of the written instruction; and                  (ii) "after hours" means any time—                  (aa) before 7h00 or after 19h00 on Mondays to Fridays; or                  (bb) on a Saturday, Sunday or public holiday."</p>	

**Amendment of rule 69 of the Rules**

19. Rule 69 of the Rules is hereby amended by the substitution for subrule (5) of the following subrule:

"(5) The taxation of advocates' fees as between party and party shall be effected by the taxing master in accordance with this rule and, where applicable, the tariff. Where the tariff does not apply, **[he]** the taxing master shall allow such fees (not necessarily in excess thereof) as he or she considers reasonable."

**Amendment of rule 70 of the rules**

20. Rule 70 of the rules is hereby amended by the substitution for the Tariff of Fees of Attorneys of the following Tariff of Fees of Attorneys:

**"TARIFF OF FEES OF ATTORNEYS**

**A – CONSULTATIONS, APPEARANCES, CONFERENCES AND INSPECTIONS**

1. Consultation with a client and witnesses to institute or to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate's guidance in preparing pleadings, including exceptions, and to draft an affidavit, per quarter of an hour or part thereof—
  - (a) by an attorney.....**[R357,00]**R388,00
  - (b) by a candidate attorney.....**[R111,50]**R120,50
  
2. Consultation to note, prosecute or defend an appeal, per quarter of an hour or part thereof—
  - (a) by an attorney .....**[R357,00]**R388,00
  - (b) by a candidate attorney .....**[R111,00]**R120,50
  
3. Attendance by an attorney in court at proceedings in terms of rule 37 of these Rules, per quarter of an hour or part thereof .....**[R357,00]**R388,00

4. (a) Attendance by an attorney, where necessary, to assist at a contested proceeding, per quarter of an hour or part thereof ..... R388,00  
 (b) Attendance by a candidate attorney, where necessary, to assist at a contested proceeding, per quarter of an hour or part thereof ..... ~~[R111,00]~~ R120,50
5. Any conference with an advocate, with or without witnesses, on pleadings, including exceptions and particulars to pleadings, applications, affidavits and testimony, and on any other matter which the taxing officer may consider necessary, per quarter of an hour or part thereof—  
 (a) by an attorney ..... ~~[R357,00]~~ R388,00  
 (b) by a candidate attorney ..... ~~[R111,00]~~ R120,50
6. Any other conference which the taxing officer may consider necessary, per quarter of an hour or part thereof—  
 (a) by an attorney ..... ~~[R357,00]~~ R388,00  
 (b) by a candidate attorney ..... ~~[R111,00]~~ R120,50
7. Any inspection *in situ*, or otherwise, per quarter of an hour or part thereof—  
 (a) by an attorney ..... ~~[R357,00]~~ R388,00  
 (b) by a candidate attorney ..... ~~[R102,00]~~ R120,50
8. Attending to give or take disclosure, per quarter of an hour or part thereof—  
 (a) by an attorney ..... ~~[R357,00]~~ R388,00  
 (b) by a candidate attorney ..... ~~[R111,00]~~ R120,50
9. Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not otherwise provided for, per quarter of an hour or part thereof—  
 (a) by an attorney ..... ~~[R357,00]~~ R388,00  
 (b) by a candidate attorney ..... ~~[R111,00]~~ R120,50
10. Appearance by an attorney in court or the performance by an attorney of any of the other functions of an advocate, in terms of the Legal Practice Act, 2014 (Act No. 28 of 2014). ..... The tariff under rule 69 shall apply
11. The rates of remuneration in items 1 to 9 do not include time spent travelling or waiting and the taxing officer may, in respect of time necessarily so spent, allow such additional remuneration as he or she in his or her discretion considers fair and reasonable, but not exceeding ~~[R357,00]~~ R388,00 per quarter of an hour or part thereof in the case of an attorney and ~~[R111,00]~~ R120,50 per quarter of an hour or part thereof in the case of a candidate attorney plus a reasonable amount for necessary conveyance.

#### B - DRAFTING AND DRAWING

1. The drawing up of a formal statement in a matrimonial matter, verifying affidavits, affidavits of service or other formal affidavits, index to brief, short brief, statements of witnesses, powers of attorney to sue or defend, as well as other formal documents and summonses, including all documents such as the prescribed forms

in the First Schedule to these Rules, but not the particulars of claim in an annexure to the summons: an inclusive tariff - drawing up, checking, typing, printing, delivery and filing thereof, per page of the original only .....[R144,00]R156,50

2. The drawing up of other necessary documents, including—
- (a) instructions for an opinion, for an advocate's guidance in preparing pleadings, including further particulars and requests for same, including exceptions;
- (b) instructions to advocate in respect of all classes of pleadings;
- (c) an exception or affidavit, any notice (except a formal notice), particulars of claim or an annexure to the summons, opinion by an attorney or any other important document not otherwise provided for,
- an inclusive tariff - drawing up, checking, typing, printing, delivery and filing thereof, per page of the original only .....[R357,00]R388,00
3. Letters, facsimiles and electronic mail: inclusive tariff for drawing up, checking, typing, printing, scanning, delivery, postage, posting and transmission thereof, per page.....[R144,00]R156,50

**NOTE 1:** Particulars of dispatched letters [, telegrams and facsimiles] including letters electronically transmitted need not be specified in a bill of costs. The number of letters written must be specified, as well as the total amount charged. The opposing party, as well as the taxing officer, is entitled to inspect the papers should the correctness of the item be disputed.

**NOTE 2:** Whenever an attorney performs any of the work listed in this section, the fees set out herein in respect of such work shall apply and not any fees which would be applicable in terms of the tariff under rule 69 if an advocate had performed the work in question.

### C - ATTENDANCE AND PERUSAL

1. Attending the receipt, entry, perusing, considering and filing of—
- (a) any summons, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document;
- (b) any formal letter, record stock sheets in voluntary surrenders, judgments or any other material document not elsewhere specified;
- (c) any plan or exhibit or other material document which was necessary for the conduct of the action, per page.....[R72,00]R78,00
2. Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal, per quarter of an hour or part thereof—
- (a) by an attorney.....[R357,00]R388,00
- (b) by a candidate attorney.....[R111,00]R120,50

**NOTE:** Particulars of received papers need not be specified in bills of costs. The number of papers and pages received, as well as the total amount charged therefor, must be specified. The opposing party as well as the taxing officer is entitled to

inspect the papers received if the correctness of the item is disputed.

#### D – MISCELLANEOUS

1. For necessary copies, including photocopies, of any document or papers not already provided for in this tariff, per A4 size page.....~~[R5,00]~~R6,00
2. Attending to arrange translation and thereafter to procure same, per quarter of an hour or part thereof—
  - (a) by an attorney.....~~[R357,00]~~R388,00
  - (b) by a candidate attorney.....~~[R111,00]~~R120,50
3. Necessary telephone calls: The actual cost thereof, plus for every five minutes or part thereof—
  - (a) by an attorney.....~~[R119,00]~~R130,00
  - (b) by a candidate attorney .....~~[R37,00]~~R40,00
4. ...
5. Testimony: Fair and reasonable charges and expenses which in the opinion of the taxing officer were duly incurred in the procurement of the evidence and the attendance of witnesses whose witness fees have been allowed on taxation: Provided that the preparation fees of a witness shall not be allowed without an order of the court or the consent of all interested parties.

#### E - BILL OF COSTS

In connection with a bill of costs for services rendered by an attorney, the attorney shall be entitled to charge:

1. For drawing the bill of costs, making the necessary copies and attending settlement, 11 per cent of the attorney's fees, either as charged in the bill, if not taxed, or as allowed on taxation.
2. In addition to the fees charged under item 1, if recourse is had to taxation for arranging and attending taxation and obtaining consent to taxation, 11 per cent on the first R10 000,00 or portion thereof, 6 percent on the next R10 000,00 or portion thereof and 3 per cent on the balance of the total amount of the bill.
3. (a) Whenever an attorney employs the services of another person to draft his or her bill of costs, a certificate shall accompany that bill of costs in which that attorney certifies that—
  - (i) the bill of costs thus drafted was properly perused by him or her and found to be correct; and
  - (ii) every description in such bill with reference to work, time and figures is consistent with what was necessarily done by him or her.

- (b) The taxing officer may—
- (i) if he or she is satisfied that one or more of the requirements referred to in item 3(a) has not been complied with, refuse to tax such bill;
  - (ii) if he or she is satisfied that fees are being charged in a party-and-party bill of costs —
    - (aa) for work not done;
    - (bb) for work for which fees are to be charged in an attorney-and-client bill of costs; or
    - (cc) which are excessively high,

deny the attorney the remuneration referred to in items 1 and 2 of this section, if more than 20 per cent of the number of items in the bill of costs, including expenses, or of the total amount of the bill of costs, including expenses, is taxed off.

**NOTE:** The minimum fees under items 1 and 2 shall be ~~[R284,00]~~R309,50 for each item.

#### F - EXECUTION

- |    |  |                               |
|----|--|-------------------------------|
| 1. | Drafting, issue and execution of a warrant of execution and attendances in connection therewith, excluding sheriffs fees (if not taxed)..... | <del>[R710,00]</del> R772,00  |
| 2. | Reissue.....   | <del>[R179,00]</del> R194,00" |

#### Substitution of rule 71 of the Rules

21. The following rule is hereby substituted for rule 71 of the Rules:

##### **"71 Repeal of rules**

All rules made under any provision of a law repealed by section ~~[forty-six]~~ 46 of the Act or under paragraph (a) of subsection (2) of section ~~[forty-three]~~ 43 of the Act, as substituted by section ~~[eleven]~~ 11 of the Supreme Court Amendment Act, 1963 (Act No. 85 of 1963) regulating the conduct of the proceedings of the various provincial and local divisions are hereby repealed in terms of subsection (5) of section ~~[forty-three]~~ 43 of the Act, save to the extent indicated in the appended schedule."  
imaging, or other documentary information of a like nature relevant to the assessment of such damages, and to provide copies or records thereof upon request."

#### Amendment of the First Schedule to the Rules

22. The First Schedule to the Rules is hereby amended—

- (a) by the substitution for Form 1 of the following Form

**"FORM 1  
EDICTAL CITATION: SHORT FORM OF PROCESS**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

In the matter between:

..... Plaintiff

and

..... Defendant

To:

A ..... B ..... (sex) ..... (occupation) formerly  
residing at ....., but whose present whereabouts are unknown:

TAKE NOTICE that by summons sued out of this court, you have been called upon to give  
notice, within ..... days after publication hereof, to the registrar and to the plaintiff's attorney  
of your intention to defend (if any) in an action wherein C ..... D  
..... claims:

- (a) .....
- (b) .....
- (c) .....

TAKE NOTICE FURTHER that if you fail to give such notice, judgment may be granted against  
you without further reference to you.

DATED at ..... this ..... day of ..... [19] 20.....

.....  
Registrar of the [Supreme] High Court

.....  
Plaintiff's Attorney

Address for service:

.....  
.....";

(b) by the substitution for Form 2A of the following Form:

"FORM 2A

**NOTICE OF APPLICATION TO DECLARE IMMOVABLE PROPERTY EXECUTABLE IN  
TERMS OF RULE 46A**

In the High Court of South Africa  
(..... Division)

Case No. ....

In the matter between:

..... Applicant

and

..... Respondent

Please take notice that the applicant herein intends to make application to the above Honourable Court on ..... at ..... or as soon thereafter as the matter may be heard for an order in the following terms:

- (a) .....
- (b) .....
- (c) .....

And take notice that—

- (a) the affidavit of ..... annexed hereto, together with annexures thereto, will be used in support of the application; and
- (b) the applicant appoints the address below as the address at which service of documents in this application will be accepted.

The/any respondent may oppose the application or make relevant submissions to the court. A respondent intending to do so **[must] shall**—

- (a) set out such opposition or submissions in an affidavit;
- (b) serve a copy of the affidavit on the applicant/attorney and file the original with the registrar of the above court within 10 days of service of this notice of application;
- (c) together with service and filing of the affidavit, appoint an address within **[15] 25** kilometres of the office of the registrar of the above court and an electronic mail address, where available, at either of which addresses documents may be served on the respondent, as well as such respondent's postal or facsimile addresses where available; and
- (d) appear at the above court on .....

A respondent who opposes the application **[must] shall** in addition in such respondent's affidavit—

- (a) admit or deny the allegations made by the applicant; and
- (b) state the reasons for opposing the application and set out the grounds upon which the opposition is based.

Failure by a respondent to do any of the things mentioned in this notice of application may result in the court granting the orders prayed for above.

DATED at .....this ..... day of .....20.....

.....  
Applicant/ his or her Attorney  
Address: .....  
.....

To: The Registrar of the High Court  
And to:  
..... Respondent  
Address: .....  
.....”

(c) by the substitution for Form 3 of the following Form:

**"FORM 3  
SUMMONS: PROVISIONAL SENTENCE**

IN THE **[SUPREME]** HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

In the matter between:

..... Plaintiff

and

..... Defendant

To the sheriff or **[his]** deputy:

INFORM A ..... B ..... (sex),  
..... (occupation), of ..... (residence or  
place of business) and hereinafter called the defendant:

(1) that he or she is hereby called upon immediately to pay to C .....  
D ..... (sex) ..... (occupation) of R  
..... (residence or place of business)  
..... (hereinafter called the plaintiff) an amount of  
..... together with interest thereon at the rate of ..... % per annum as from  
..... claimed by plaintiff ..... (here set out the cause of  
action) ....., and a copy of which document is annexed hereto;

(2) that failing such payment, he or she is hereby called upon to appear before this Court personally or by an advocate or by an attorney who, under section 4(2) of the Right of Appearance in Courts Act, 1995 (Act No. 62 of 1995), has the right of appearance in the **[Supreme]** High Court, at ..... on  
..... the ..... day of  
..... **[19] 20** ..... at ..... (time) in the forenoon (or as soon  
thereafter as the matter can be heard) to admit or deny his or her liability for the said claim, and to state why the mortgaged property should not be declared executable;

(3) that if he or she denies liability for the same, he or she shall not later than noon on  
..... the day of ..... **[19] 20** ....., file an affidavit with the registrar of this court,  
and serve a copy thereof on plaintiff's attorney, which affidavit shall set forth the grounds of  
his or her defence to the said claim, and in particular state whether he or she admits or denies  
his or her signature to the said ..... or whether he or she  
admits or denies the signature or authority of his or her agent.

AND INFORM the said defendant further that in the event of his or her not paying the amount  
and interest above-mentioned to the plaintiff immediately and if he or she (the said defendant)  
further fails to file an affidavit as aforesaid, and to appear, before this Court at the time above  
stated, provisional sentence may forthwith be granted against him or her with costs, and the

mortgaged property may be declared executable, but that against payment of the said amount, interest and costs, he or she will be entitled to demand security for the restitution thereof if the said sentence should thereafter be reversed.

AND serve a copy of this summons and of the said ..... on the said defendant and then return this summons to the registrar with your return of what you have done thereon.

DATED at ..... this ..... day of ..... [19] 20.....

.....  
Registrar of the [Supreme] High Court

.....  
Plaintiff's Attorney

Address for service:  
.....  
.....  
.....;

(d) by the substitution for Form 7 of the following Form:

**"FORM 7  
NOTICE TO THIRD PARTY**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

In the matter between:

..... Plaintiff

and

..... Defendant

and

..... Third Party

TO THE ABOVE-NAMED THIRD PARTY:

TAKE NOTICE that the above-named plaintiff has commenced proceedings against the above-named defendant for the relief set forth in the summons, a copy of which is herewith served upon you.

The above-named defendant claims a contribution or indemnification (or such other grounds as may be sufficient to justify a third-party notice) on the grounds set forth in the annexure hereto.

If you dispute those grounds or if you dispute the claim of the plaintiff against the defendant you must give notice of your intention to defend, within ..... days. Such notice must be in writing and filed with the registrar and a copy thereof served on the above-named defendant at the address set out at the foot of this notice. It must give an address (not being a post office box or *poste restante*) referred to in rule 6(5)(b) for the service upon you of notices and documents in the action. Within 20 days of your giving such notice you must file a plea to the plaintiff's claim against the defendant or a plea to the defendant's claim against you, or both such pleas.

DATED at ..... this ..... day of ..... [19] 20.....

.....  
 Defendant's Attorney  
 (Address)  
 To .....

and to .....  
 Plaintiff's Attorney,  
 (Address)";

(e) by the substitution for Form 8 of the following Form:

**"FORM 8  
 NOTICE TO ALLEGED PARTNER**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
 (..... DIVISION)

Case No.....

In the matter between:

..... Plaintiff

and

..... Defendant

To: A ..... B .....

TAKE NOTICE that action has been instituted by the above-named plaintiff against the above-named defendant for the sum of R..... and that it is alleged that the above-named defendant is a partnership of which you were from ..... to ..... a partner.

If you dispute that you were a partner or that the above-mentioned period is in any way relevant to your liability as a partner, you must within 10 days of the service of this notice give notice of your intention to defend. Upon your giving such notice a copy of the summons served upon the above-named defendant will be served upon you.

To give such notice you must file with the registrar and serve a copy thereof upon the plaintiff at the address set out at the foot hereof a notice stating that you intend to defend. Your notice must give an address (not being a post office box or poste restante) referred to in rule 6(5)(b) for the service upon you of notices and documents in the action. Unless you do all these things your notice will be invalid.

Thereafter you should file a plea in which you may dispute that you were a partner or that the period alleged above is relevant or that the defendant is liable, or all three of these matters.

If you do not give such notice you will not be at liberty to contest any of the above issues. If the above-named defendant is held liable you will be liable to have execution issued against you, should the defendant's assets be excused in execution and be insufficient.

DATED at .....this ..... day of ..... [19] 20.....

Attorney for .....

.....

.....

(Address)

(N.B. In application proceedings this form should be appropriately altered.);

(f) by the substitution for Form 11 of the following Form:

**"FORM 11  
DISCOVERY – FORM OF AFFIDAVIT**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

A .B. .... Plaintiff

and

C.D. .... Defendant

I, C.D., the above-named defendant, make oath and say:

- (1) I have in my possession or power the documents relating to the matters in question in this cause set forth in the first and second parts of the First Schedule hereto.
- (2) I object to produce the said documents set forth in the second part of the said schedule hereto.
- (3) I do so for the reason that ..... (here state upon what grounds the objection is made, and verify the fact as far as may be).
- (4) I have had, but have not now in my possession or power, the documents relating to the matters in question in this action, set forth in the Second Schedule hereto.
- (5) The last-mentioned documents were last in my possession or power ..... (state when).

(6) The ..... (here state what has become of the last-mentioned documents, and in whose possession they are now).

(7) According to the best of my knowledge and belief, I have not now, and never had in my possession, custody, or power, or in the possession, custody or power of my attorney, or agent, or any other person on my behalf, any document, or copy of, or extract from any document, relating to any matters in question in this cause, other than the documents set forth in the First and Second Schedules hereto.

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
Defendant";

(g) by the substitution for Form 12 of the following Form:

**"FORM 12  
NOTICE IN TERMS OF RULE 35(5)**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

A. B. .... Plaintiff

and

C. D. .... Defendant

To: .....

Please take notice that the above-named plaintiff requires you within 15 days to deliver to the under-mentioned address a written statement setting out what documents of the following nature you have presently or had previously in your possession:

- (a) .....
- (b) .....
- (c) .....
- (d) .....

In such statement you must specify in detail which documents are still in your possession. If you no longer have any such documents which were previously in your possession you must state in whose possession they now are.

If you fail to deliver the statement within the time aforesaid, application will be made to court for an order compelling you to do so and directing you to pay the costs of such application.

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
Plaintiff's Attorney  
(Address)";

(h) by the substitution for Form 13 of the following Form:

**"FORM 13  
DISCOVERY – NOTICE TO PRODUCE**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

..... Plaintiff

and

..... Defendant

TAKE NOTICE that the ..... (plaintiff or defendant) requires you to produce within five days for his or her inspection the following documents referred to in your affidavit, dated the ..... day of ..... [19] 20 .....

(Describe documents required)

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
Attorney for

.....  
.....  
.....  
(Address)

To: .....  
Attorney for the .....  
.....  
.....  
(Address)";

(i) by the substitution for Form 14 of the following Form:

**"FORM 14  
DISCOVERY – NOTICE TO INSPECT DOCUMENTS**  
  
IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA

29

(..... DIVISION)

Case No .....

In the matter between:

..... Plaintiff

and

..... Defendant

TAKE NOTICE that you may inspect the documents mentioned in your notice of the ..... day of ..... [19] 20....., at my office, or at ..... and between the hours of ..... and on the following days.

(or)

That the (plaintiff or defendant) objects to giving you inspection of the documents mentioned in your notice of the ..... day of ..... [19] 20....., on the grounds that ..... (State the grounds)

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
 Attorney for .....  
 (Address)

To: .....  
 Attorney for the .....  
 (Address);

(j) by the substitution for Form 15 of the following Form:

**"FORM 15  
 DISCOVERY – NOTICE TO PRODUCE DOCUMENTS IN PLEADINGS, ETC**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA

(..... DIVISION)

Case No .....

In the matter between:

..... Plaintiff

and

..... Defendant

TAKE NOTICE that the plaintiff (or defendant) requires you to produce for his or her inspection the following documents referred to in your ..... (declaration or plea, or affidavit).

..... (Describe documents required)

DATED at ..... this ..... day of ..... [19] 20 .....

..... Attorney for ..... (Address)

To: ..... Attorney for the ..... (Address)";

(k) by the substitution for Form 16 of the following Form:

"FORM 16 SUBPOENA

IN THE HIGH COURT OF SOUTH AFRICA (..... DIVISION) Case No.....

In the matter between:

..... Plaintiff

and

..... Defendant

To the sheriff or deputy: INFORM:

.....

(State names, [sex,] occupation and place of business or residence of each witness) that each of such persons is hereby required to appear in person before the above court at ..... on the ..... day of ..... 20 ..... at ..... (time) and thereafter to remain in attendance until excused by the said court, in order to testify on behalf of the above-named plaintiff/defendant in regard to all matters within such person's knowledge relating to an action now pending in the said Court and wherein the plaintiff claims

- (1) ..... (2) ..... (3) ..... from the defendant.

AND INFORM **[each of the said persons that]** EACH OF THE SAID PERSONS THAT:

**[such]** Such person is required to produce the following documents or things:

- (1) .....
- (2) .....
- (3) .....

At the hearing of the matter the said person/s may claim privilege when called to testify in respect of the evidence to be given and/or the documents or things to be produced, but such documents and/or things listed herein must be brought to Court and be in such person's possession pending the determination of any claim of privilege.

Such person/s may waive privilege, but if the person intends claiming privilege in respect of the production of any document or thing, the said person must inform the party that caused the subpoena to be issued, as soon as is practicable prior to the hearing date, of the nature of privilege being claimed.

AND INFORM **[each of the said persons further]** EACH OF THE SAID PERSONS FURTHER that such person should on no account fail to comply with this subpoena as such person may become liable to a fine or to imprisonment not exceeding three months.

Dated at..... this ..... day of..... 20.....

.....  
Registrar of the High Court

.....  
Plaintiff/Defendant/Attorney”

(l) by the substitution for Form 18 of the following Form:

**“FORM 18  
WRIT OF EXECUTION**

IN THE **[SUPREME]** HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

..... Plaintiff

and

..... Defendant

To the sheriff for the district of .....

You are hereby directed to attach and take into execution the movable goods of  
....., the above-mentioned defendant of

..... (address) ....., and of the same to cause to be realised by public auction the sum of ..... together with interest thereon at the rate of ..... per centum per annum from the ..... day of ..... [19] 20 ....., and the sum of ..... for the taxed costs and charges of the said ....., which he or she recovered by judgment of this Court dated the ..... day of ..... [19] 20 ....., in the above-mentioned case, and also all other costs and charges of the plaintiff in the said case to be hereafter duly taxed according to law, besides all your costs thereby incurred.

Further pay to the said ..... or his or her attorney the sum or sums due to him or her with costs as above-mentioned, and for your so doing this shall be your warrant.

And return you this writ with what you have done thereupon.

DATED at ..... this ..... day of ..... [19] 20 .....

..... Registrar of the [Supreme] High Court

..... Plaintiff's Attorney  
(Address)";

(m) by the substitution for Form 19 of the following Form:

**"FORM 19  
FORM OF SECURITY UNDER RULE 45(5)**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

..... Plaintiff

and

..... Defendant

WHEREAS by virtue of certain writ of the [Supreme] High Court of South Africa, ..... Division, dated the ..... day of ..... [19] 20 ....., issued at the instance of A.B. against C.D. of ..... the sheriff has seized and laid under attachment the undermentioned articles, namely:

- 10 oxen
- 1 plough
- 1 harrow
- etc, etc, etc

Now, therefore, we, the said C.D. and G.H., of ..... a ..... (occupation), as surety for him or her, bind ourselves severally and *in solidum*, hereby undertaking to the said sheriff or his or her cessionaries, assigns or successors in office, that the said goods shall not be made away with or disposed

of, but shall remain in possession of the said C.D. under the said attachment, and be produced to the said sheriff (or other person authorised by him or her to receive the same) on the ..... day of ..... [19] 20 ..... (the day appointed for the sale), or on any other day when the same may be required in order to be sold, unless the said attachment shall legally be removed, failing which I, the said G.H., hereby bind myself, my person, goods and effects, to pay and satisfy the sum of R..... (estimated value of the effects seized) to the said sheriff, his or her cessionaries, assigns or successors in office, for and on account of the said A.B.

In witness whereof we, the said C.D. and G.H. have hereunto set our hands on this ..... day of ..... [19] 20 .....

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
C.D.  
Judgment debtor  
.....

.....  
G.H.  
Surety  
.....

.....  
Deputy-Sheriff

**ASSIGNMENT OF SURETY BONDS**

I, ....., in my capacity as Deputy-Sheriff for the district of ..... hereby cede, assign and make over to A.B all my right, title and interest in the foregoing surety bond.

Signed by me in the presence of the subscribing witnesses at ..... this ..... day of ..... [19] 20 .....

.....  
Deputy-Sheriff

As witnesses:

1. ....
2. ....;

(n) by the substitution for Form 20 of the following Form:

**"FORM 20  
WRIT OF ATTACHMENT – IMMOVABLE PROPERTY**

**IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)**

Case No. ....

In the matter between:

..... Plaintiff

34

and

..... Defendant

To the deputy sheriff for:

The district of .....

WHEREAS you were directed to cause to be realised the sum of ..... in satisfaction of a judgment debt and costs obtained by A.B. against the said C.D. in this court on the ..... day of ..... [19] 20 .....

AND WHEREAS your return stated ..... (here quote the deputy-sheriff's return on the writ against movables).

NOW, therefore, you are directed to attach and take into execution the immovable property of the said C.D., being ..... (here give the description of the property) ..... to cause to be realised therefrom the sum of ..... together with the costs hereof and of the prior writ amounting to ..... and your charges in and about the same, and thereafter to dispose of the proceeds thereof in accordance with Rule of Court No. 45.

FOR which this shall be your warrant,

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
Registrar of the [Supreme] High Court

.....  
.....

Plaintiff's Attorney  
(Address)"; and

(o) by the substitution for Form 21 of the following Form:

**"Form 21**

**CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY**

*In re:*

..... Execution Creditor

and

..... Judgment Debtor

The immovable property (hereinafter referred to as the "property") which will be put up for auction on the ..... day of ..... 20 , consists of:

.....  
The sale shall be conducted on the following conditions:

1. The sale shall be conducted in accordance with the provisions of rule 46 of the Uniform Rules of Court and all other applicable law.

2. The property shall be sold by the sheriff of.....at.....to the highest bidder without reserve/ subject to a reserve price of.....

3. The sale shall be for rands, and no bid for less than one thousand rands shall be accepted.

4. If any dispute arises about any bid, the property may again be put up for auction.

5. (a) If the sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.

(b) If the sheriff suspects that a bidder is unable to pay either the deposit referred to in condition 7 or the balance of the purchase price, the sheriff may refuse to accept the bid of such bidder, or accept it provisionally until the bidder satisfies the sheriff that such bidder is able to pay the deposit and the balance of the purchase price.

(c) On the refusal of a bid under circumstances referred to in paragraph (b), the property may immediately be put up for auction again.

6. (a) The purchaser shall, as soon as possible after the sale and immediately on being requested by the sheriff, sign these conditions.

(b) If the purchaser purchases in a representative capacity, the purchaser shall disclose the name of the principal or person on whose behalf the property is being purchased.

7. (a) The purchaser shall pay to the sheriff a deposit of 10 per cent of the purchase price in cash or by bank guaranteed cheque on the day of the sale.

(b) The balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution approved by the execution creditor or his or her attorney, and shall be furnished to the sheriff within days after the date of sale.

8. (a) If the purchaser fails to carry out any obligation due by the purchaser under the conditions of sale, the sale may be cancelled by a judge summarily on the report of the sheriff after due notice to the purchaser, and the property may again be put up for sale.

(b) In the event of the circumstances in paragraph (a) occurring, the purchaser shall be responsible for any loss sustained by reason of such default, which loss may, on the application of any aggrieved creditor **[whose name appears on the sheriff's distribution account]** referred to in subparagraphs (i) and (ii) of Rule 46(14)(c), be

recovered from the purchaser under judgment of a judge pronounced on a written report by the sheriff, after such purchaser has been given notice in writing that such report will be laid before the judge for such purpose.

(c) If the purchaser is already in possession of the property, the sheriff may, on notice to affected parties, apply to a judge for an order evicting the purchaser or any person claiming to occupy the property through the purchaser or otherwise occupying the property.

9 . (a) The purchaser shall immediately on demand pay the sheriffs' commission calculated as follows.....;

(b) The purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:

(i) All amounts due to the municipality servicing the property, in terms of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable

(ii) All levies due to a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986) or amounts due to a home owners or other association which renders services to the property.

(iii) The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the passing of transfer to the purchaser.

10. (a) The property may be taken possession of after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in terms of condition 7 (b).

(b) Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate of R.....per month from..... to date of transfer.

(c) Upon the purchaser taking possession (occupation), the property shall be at the risk and profit of the purchaser.

(d) The execution creditor and the sheriff give no warranty that the purchaser shall be able to obtain personal and/or vacant occupation of the property or that the property is not occupied.

11. (a) The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with condition 9, alternatively, transfer shall be passed only after the purchaser has complied with the provisions of conditions 7 and 9 hereof.

(b) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of..... per cent per annum on the purchase price.

12. (a) The sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for their full value, proof of insurance given to the sheriff and such insurance policy kept in force until transfer is registered.

(b) Should the purchaser fail to comply with the obligations in paragraph (a), the sheriff may effect the necessary insurance, the cost of which insurance shall be for the purchaser's account.

13. (a) The property is sold as represented by the title deeds and diagram or sectional plan, subject to all servitudes and conditions of establishment, whichever applies to the property.

(b) The sheriff shall not be liable for any deficiency that may be found to exist in the property.

14. The execution creditor shall appoint the conveyancer to effect transfer of the property to the purchaser: Provided that the sheriff shall be entitled to appoint a new conveyancer should the conveyancer appointed by the execution creditor not proceed timeously or satisfactorily with the transfer.

Dated at..... this..... day of 20.....

.....Sheriff

I certify hereby that today the..... in my presence the hereinbefore-mentioned property was sold for.....to  
.....  
.....

I, the undersigned....., residing at.....in the district of.....do hereby bind myself as the purchaser of the hereinbefore-mentioned property to pay the purchase price and to perform all and singular the conditions mentioned above.”

#### **Amendment of the Second Schedule to the Rules**

23. The Second Schedule to the Rules is hereby amended—

(a) by the substitution for Form A of the following Form:

**“FORM A  
WRIT OF EXECUTION – MOVABLE PROPERTY, PROVISIONAL SENTENCE**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA

(..... DIVISION)

Case No .....

In the matter between:

A .B. .... Plaintiff

and

C.D. .... Defendant

To the sheriff for the:

District of .....

YOU are hereby directed to attach and take into execution the movable goods of C.D., the abovementioned defendant, of ..... (address) ..... and of the same to cause to be realized by public auction the sum of R..... together with interest thereon at ..... per centum per annum from the ..... day of ..... [19] 20..... and the sum of R..... for the taxed costs and charges of the said A.B. which he or she recovered provisionally by judgment of this court on the ..... day of ..... [19] 20 ..... in the abovementioned suit, and also all other costs and charges of the said plaintiff in the said suit to be hereafter taxed according to law, besides all your costs thereby incurred, and two rand ten cents in addition in case the said defendant shall require security *de restituendo* and further to pay to the said A.B. or his or her attorney the sum or sums due to him or her with costs as abovementioned upon sufficient security (if required) being given by him or her for the restitution thereof, if in the principal case the said sentence is reversed, and for so doing this shall be your warrant.

AND return this writ with what you have done thereupon.

DATED at ..... this ..... day of ..... [19] 20 .....

.....  
Registrar

.....  
.....  
.....  
Plaintiff's Attorneys  
(Address)";

(b) by the substitution for Form B of the following Form:

**"FORM B  
WRIT OF ATTACHMENT – PROVISIONAL SENTENCE –  
IMMOVABLE PROPERTY DECLARED EXECUTABLE**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

A .B. .... Plaintiff

and

C.D. .... Defendant

To the sheriff for the:

District of .....

YOU are hereby directed to attach certain ..... (here set out fully the description of the property) which was by sentence of this court bearing date the ..... day of ..... [19] 20 ... specially declared executable to satisfy the sum of ..... and interest thereon at ..... per centum per annum from the ..... day of ..... [19] 20 ..... to date of payment, which A.B. by the said sentence recovered provisionally against the said C.D., together with the sum of R..... for the taxed costs and charges of the said A.B. and two rand ten cents in addition in case the defendant shall require security *de restituendo*, and also the sum of R..... being the taxed costs of this writ besides all your costs thereby incurred, and pay to the said A.B. or his or her attorney the sum or sums due to him or her with costs as above-mentioned upon sufficient security (if required) being given by him or her for restitution thereof if in the principal case the said sentence be reversed, and for so doing this shall be your warrant.

AND return you this writ with what you have done thereupon.

DATED at ..... on this ..... day of ..... [19] 20.....

.....  
Registrar

.....  
.....  
.....  
Attorney for Plaintiff.  
(Address)";

(c) by the substitution for Form C of the following Form:

**"FORM C  
DE RESTITUENDO BOND AFTER LEVY OF A PROVISIONAL SENTENCE,  
WHEN THE DEFENDANT INTENDS TO GO INTO THE PRINCIPAL CASE**

WHEREAS on the ..... day of ..... [19] 20 ..... (plaintiff) of ..... did by sentence of the ..... Division of the [Supreme] High Court of South Africa, recover provisionally against C.D. the sum of R..... with interest and costs by him or her about his or her suit in that behalf

expended; and whereas the sheriff has levied by virtue of the said sentence the sum of R....., and whereas the said C.D. has required security for the restitution thereof in the principal case the said sentence shall be reversed:

KNOW ALL MEN by these presents that I. A. B. of ..... and held and firmly bound to C.D. of ..... in the sum of R....., to be paid to the said C.D., his or her executors, administrators or assigns, for which payment, to be well and truly made, I bind myself, my heirs, executors, administrators or assigns firmly by these presents under my hand:

NOW the condition of this obligation is such that if the said sentence shall in the principal case be reversed, then the said sheriff shall pay to the said C.D, his or her heirs, executors, administrators or assigns, the said sum of R..... or such part thereof as the said court may adjudge, but if the said sentence should be confirmed, or if the said C.D. does not enter appearance to defend within *two* months from date of the judgment aforesaid then this bond shall be null and void; otherwise it shall be and remains of full force and effect.

DATED at ..... on this ..... day of ..... [19] 20....

AS WITNESSES:

.....  
.....  
.....”;

(d) by the substitution for Form E of the following Form:

**“FORM E  
WRIT OF EJECTMENT**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)

Case No .....

In the matter between:

A .B. .... Plaintiff (Applicant)  
and  
C .D. .... Defendant (Respondent)

Whereas A.B., ..... (occupation and address) ..... obtained an order in the ..... Division of the [Supreme] High Court of South Africa on the ..... day of ..... [19] 20 ....., against C.D. .... (occupation and address) ....., ordering him or her and all persons claiming through him or her to be ejected from and out of ..... (set out the property or premises from which the defendant is to

be ejected) ....., at present occupied by the said C.D. as appears to us of record.

Now therefore you are directed to eject the said C.D. and all persons claiming through him or her, his or her goods and possessions from and out of all occupation and possession whatsoever of the said ground and/or premises, and to leave the same, to the end that the said A.B. may peaceably enter into and possess the same, and for so doing this shall be your warrant.

DATED at ..... this ..... day of ..... [19] 20 .....  
 .....  
 Registrar

.....  
 .....  
 .....  
 Plaintiff's Attorneys  
 (Address)";

(e) by the substitution for Form F of the following Form:

**"FORM F  
 WRIT OF COMMITMENT FOR CONTEMPT OF COURT**

IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
 (..... DIVISION)

Case No .....

In the matter between:

A .B. .... Applicant  
 and  
 C.D. .... Respondent

(1) To the Sheriff of the Province of ..... or [his] lawful deputy.  
 WHEREAS it appears of record that this court on the ..... day of ..... [19] 20 ....., granted an order:  
 (set out particulars of order of Court)

AND WHEREAS it appears to record that this Court, on the ..... day of ....., [19] 20 ....., granted a decree committing the respondent for contempt of Court for failing to comply with the aforesaid order of Court, in the manner following:  
 (here set out the terms of his omission)

YOU are hereby directed to take C.D. of ..... in the Province of ....., if he or she be found within that Province and deliver him or her to the keeper of the prison of the district in which he or she be found, together with a duly certified copy of this writ, there to be safely kept until the expiration of ..... from the date upon which he or she shall have been detained in the said prison by virtue of

this warrant, or until the said C.D. shall be otherwise legally discharged; and for your so doing this shall be your warrant.

AND return you this writ with what you have done thereupon.

(2) To the Officer Commanding the Prison to whom the sheriff presents this writ.

YOU are hereby commanded and required to receive the said C.D. into your custody and keep him or her safely until the expiration of ..... from the date on which the said C.D. shall be received in the said prison by virtue of this warrant or until he or she shall be otherwise legally discharged.

DATED at ..... this ..... day of ..... [19] 20.....

Registrar

Plaintiff's Attorneys";

(f) by the substitution for Form H of the following Form:

**"FORM H  
WRIT OF ATTACHMENT, AD FUNDANDAM JURISDICTIONEM  
IN THE [SUPREME] HIGH COURT OF SOUTH AFRICA  
(..... DIVISION)**

Case No .....

In the matter between:

A .B .....Plaintiff

and

C.D ..... Defendant

To the sheriff for the District of .....

YOU are hereby directed pursuant to an order of the ..... Division of the [Supreme] High Court of South Africa, bearing date the ..... day of ..... 19....., forthwith to attach ..... (here set out the property) ..... at present at ..... (address) ..... ad fundandam jurisdictionem of the said Court in an action by A. B. against C.D. of ..... (address of respondent) ..... for ..... (here set out the cause of action) .....; and for so doing this shall be your warrant.

AND return you this writ with what you have done thereon.

DATED at ..... on this ..... day of ..... [19] 20.....

.....  
Registrar

.....  
Applicant's Attorney  
(Address)

NOTE: The sheriff cannot attach merely on the order of court; he or she must be furnished with a writ as above.”;

(g) by the substitution for Form I of the following Form:

**"FORM I  
AUTHENTICATION OF SIGNATURE**

**TO ALL WHOM IT MAY CONCERN:**

I, (Registrar's name in full), Registrar of the **[Supreme] High** Court of South Africa, ..... Division, do hereby certify that ..... (Notary's or Attorney's name in full) ....., whose signature appear on the document hereto annexed marked 'A', is a Notary Public or Attorney by lawful authority duly sworn and admitted and\* practising as such in this Province, and that to all Acts, Instruments, Documents and Writings subscribed by him or her in that capacity full faith and credence are given in this Province in Court and thereout.

GIVEN UNDER MY HAND and Seal of Office, at ....., in the Province of ..... on this ..... day of ..... in the year **[One Thousand Nine Hundred] Two Thousand** and .....

.....  
Registrar of the **[Supreme] High** Court  
of South Africa (Seal)

.....  
Division

\* If the notary or attorney has taken an affidavit, add "and as such a Commissioner for Oaths."; and

(h) by the substitution for Form J of the following Form:

**"FORM J  
CERTIFICATE OF SERVICE OF FOREIGN PROCESS**

I, ....., registrar of the ..... division of the **[Supreme] High** Court of South Africa hereby certify that the following documents are annexed:

- (1) the original request for service of process or citation received from ..... (state, territory or court) in the matter between ..... and .....
- (2) the process received with such request;
- (3) the proof of service upon ....., the person named in such request for service, together with the certificate of verification of .....

I also certify that the service so proved and the proof thereof are such as are required by the practice and rules of this division of the **[Supreme] High Court** of South Africa.  
 I further certify that the cost of effecting such service, duly certified by the taxing officer of this division, amounts to the sum of R.....

GIVEN UNDER MY HAND and Seal of Office, at .....this ..... day of ..... **[19] 20** .....

.....  
 Registrar of the **[Supreme] High Court**  
 of South Africa (*Seal*)

.....  
 Division".

**Commencement**

**24.** These Rules come into operation on **19 June 2023**.

## DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 3397

12 Mei 2023

## WET OP DIE REËLSRAAD VIR GEREESHOWE, 1985 (WET NO. 107 VAN 1985)

WYSIGING VAN DIE REËLS WAARBY DIE VOER VAN DIE VERRIGTINGE VAN DIE  
PROVINSIALE EN PLAASLIKE AFDELINGS VAN DIE HOOGGEREGSHOF VAN  
SUID-AFRIKA GEREËL WORD

Die Reëlsraad vir Gereeshowe het kragtens artikel 6 van die Wet op die Reëlsraad vir Gereeshowe, 1985 (Wet No. 107 van 1985), en met die goedkeuring van die Minister van Justisie en Korrektiewe Dienste, die reëls in die Bylae gemaak.

## BYLAE

## ALGEMENE VERDUIDELIKENDE NOTA:

- [            ]            Woorde of uitdrukkings in vetdruk in vierkantige hakies dui op weglatings uit die bestaande reëls.
- \_\_\_\_\_            Woorde of uitdrukkings met 'n volstreep daaronder dui op invoegings in die bestaande reëls.

## Woordomskrywing

1. In hierdie Bylae beteken die "reëls", die Reëls waarby die verrigtinge van die Provinsiale en Plaaslike Afdelings van die Hoë Hof van Suid-Afrika gereël word soos gepubliseer in Goewermentskennisgewing No. R. 48 van 12 Januarie 1965 en soos gewysig deur Goewermentskennisgewings No's. R. 235 van 18 Februarie 1966, R. 2004 van 15 Desember 1967, R. 3553 van 17 Oktober 1969, R. 2021 van 5 November 1971, R. 1985 van 3 November 1972, R. 480 van 30 Maart 1973, R. 639 van 4 April 1975, R. 1816 van 8 Oktober 1976, R. 1975 van 29 Oktober 1976, R. 2477 van 17 Desember 1976, R. 2365 van 18 November 1977, R. 1546 van 28 Julie 1978, R. 1577 van 20 Julie 1979, R. 1535 van 25 Julie 1980, R. 2527 van 5 Desember 1980, R. 500 van 12 Maart 1982, R. 773 van 23 April 1982, R. 775 van 23 April 1982, R. 1873 van 3 September 1982, R. 2171 van 6 Oktober 1982, R. 645 van 25 Maart 1983, R. 841 van 22 April 1983, R. 1077 van 20 Mei 1983, R. 1996 van 7 September 1984, R. 2094 van 13 September 1985, R. 810 van 2 Mei 1986, R. 2164 van 2 Oktober 1987, R. 2642 van 27 November 1987, R. 1421 van 15 Julie 1988, R. 210 van 10 Februarie 1989, R. 608 van 31 Maart 1989, R. 2628 van 1 Desember 1989, R. 185 van 2 Februarie 1990, R. 1929 van 10 Augustus 1990, R. 1262

van 30 Mei 1991, R. 2410 van 30 September 1991, R. 2845 van 29 November 1991, R. 406 van 7 Februarie 1992, R. 1883 van 3 Julie 1992, R. 109 van 22 Januarie 1993, R. 960 van 28 Mei 1993, R. 974 van 1 Junie 1993, R. 1356 van 30 Julie 1993, R. 1843 van 1 Oktober 1993, R. 2365 van 10 Desember 1993, R. 2529 van 31 Desember 1993, R. 181 van 28 Januarie 1994, R. 411 van 11 Maart 1994, R. 873 van 31 Mei 1996, R. 1063 van 28 Junie 1996, R. 1557 van 20 September 1996, R. 1746 van 25 Oktober 1996, R. 2047 van 13 Desember 1996, R. 417 van 14 Maart 1997, R. 491 van 27 Maart 1997, R. 700 van 16 Mei 1997, R. 798 van 13 Junie 1997, R. 1352 van 10 Oktober 1997, R. 785 van 5 Junie 1998, R. 881 van 26 Junie 1998, R. 1024 van 7 Augustus 1998, R. 1723 van 30 Desember 1998, R. 315 van 12 Maart 1999, R. 568 van 30 April 1999, R. 1084 van 10 September 1999, R. 1299 van 29 Oktober 1999, R. 502 van 19 Mei 2000, R. 849 van 25 Augustus 2000, R. 373 van 30 April 2001, R. 1088 van 26 Oktober 2001, R. 1755 van 5 Desember 2003, R. 229 van 20 Februarie 2004, R. 1343 van 12 Desember 2008, R. 1345 van 12 Desember 2008, R. 516 van 8 Mei 2009, R. 518 van 8 Mei 2009, R. 86 van 12 Februarie 2010, R. 87 van 12 Februarie 2010, R. 88 van 12 Februarie 2010, R. 89 van 12 Februarie 2010, R. 90 van 12 Februarie 2010, R. 500 van 11 Junie 2010, R. 591 van 09 Julie 2010, R. 980 van 19 November 2010, R. 981 van 19 November 2010, R. 464 van 22 Junie 2012, R. 992 van 7 Desember 2012, R. 114 van 15 Februarie 2013, R. 262 van 12 April 2013, R. 471 van 12 Julie 2013, R. 472 van 12 Julie 2013, R. 759 van 11 Oktober 2013, R. 212 van 28 Maart 2014, R. 213 van 28 Maart 2014, R. 214 van 28 Maart 2014, R. 30 van 23 Januarie 2015, R. 31 van 23 Januarie 2015, R. 317 van 17 April 2015, R. 781 van 31 Augustus 2015, R. 3 van 19 Februarie 2016, R. 678 van 3 Junie 2016, R. 1055 van 29 September 2017, R. 1272 van 17 November 2017, R. 1318 van 30 November 2018, R. 61 van 25 Januarie 2019, R. 842 van 31 Mei 2019, R. 1343 van 18 Oktober 2019, R. 107 van 7 Februarie 2020, R. 1157 van 30 Oktober 2020, R. 1603 van 17 Desember 2021, R. 2133 van 3 Junie 2022 en R. 2413 van 26 Augustus 2022.

### Wysiging van reël 6 van die Reëls

#### 2. Reël 6 van die Reëls word hierby gewysig—

(a) deur in subreël (5) paragrawe (a) en (b) onderskeidelik deur die volgende paragraaf te vervang:

“(5)(a) Elke aansoek wat nie 'n ex parte-aansoek is nie, **[moet]** geskied by kennisgewing van mosie so na moontlik bewoord soos Vorm 2(a) van die Eerste Bylae, en juiste afskrifte van die kennisgewing en alle aanhangsels daartoe **[moet]** word aan elke party aan wie kennis daarvan gegee moet word, beteken word.

(b) In 'n kennisgewing van mosie moet die applikant—

(i) 'n adres binne 15 kilometer van die kantoor van die griffier en 'n elektroniese posadres, indien aan die applikant beskikbaar, noem, **[waar] by enige een waarvan die applikant kennisgewing en betekening van alle dokumente in sodanige geding sal aanvaar;**

(ii) die applikant se **[pos-, faksimilee-] posadresse of [elektroniese posadresse] faksimilee-adresse** indien beskikbaar, verskaf; en

(iii) 'n dag vermeld, minstens vyf dae na betekening daarvan aan die respondent, waarbinne die respondent na betekening die applikant skriftelik kennis moet gee of die

respondent van voorneme is om die aansoek te bestry, en verder vermeld dat as kennis nie aldus gegee word nie, die aansoek op 'n bepaalde dag, minstens 10 dae na betekening van die kennisgewing aan die respondent, vir beregting ter rolle geplaas sal word:

Met dien verstande dat—

(aa) vir die doeleindes van hierdie subreël, sal die dae tussen 21 Desember en 7 Januarie, albei ingesluit, nie by die toegelate tyd vir die aflewering van 'n kennisgewing van voorneme om te bestry of die aflewering van enige beëdigde verklaring ingereken word nie;

(bb) die bepalings van subparagraaf (aa) sal nie op aansoeke wat ingevolge subreël 6(12) van hierdie reël en aansoeke wat ingevolge reël 43 gebring word, van toepassing wees nie."

(b) deur in subreël (5)(d) subparagrafe (i), (ii) en (iii) onderskeidelik deur die volgende subparagrafe te vervang:

"(d)Iemand wat die toestaan van 'n bevel in die kennisgewing van mosie aangevra, bestry[, moet]—

(i) moet binne die tyd in die kennisgewing vermeld, die applikant skriftelik kennis gee dat hy of sy van voorneme is om die aansoek te bestry, en in sodanige kennisgewing 'n adres vermeld binne **[15] 25** kilometer van die kantoor van die griffier en 'n elektroniese posadres, indien dit aan sodanige persoon beskikbaar is, waarvan enige een 'n adres is waar sodanige persoon kennisgewing en betekening van alle dokumente sal aanvaar, asook sodanige persoon se **[pos-, faksimilee-] posadresse** of **[elektroniese posadresse] faksimilee-adresse** indien beskikbaar;

(ii) moet binne **[vyftien] 15** dae na kennisgewing aan die applikant van sy of haar voorneme om die aansoek teen te staan, sy of haar antwoordende beëdigde verklaring, indien enige, aflewer saam met enige desbetreffende dokumente indien; en

(iii) as hy of sy van voorneme is om enige regspunt te opper, moet hy of sy 'n kennisgewing aflewer van sy of haar voorneme om so te doen, binne die tydperk vermeld in die voorafgaande subparagraaf, en sodanige regspunt vermeld.";

(c) deur in subreël (5)(f) subparagraaf (iii) deur die volgende subparagraaf te vervang:

"(iii) As die aansoeker nie binne die betrokke tyd 'n datum aanvra nie, kan die respondent dit onmiddellik by verstryking doen. Skriftelike kennisgewing van die toegewese datum **[moet] word** deur die applikant of respondent, na gelang van die geval, aan die teenparty gegee **[word]** binne vyf dae vanaf kennisgewing van die griffier."

### Wysing van reël 8 van die Reëls

3. Reël 8 van die Reëls word hierby gewysig deur subreëls (1), (5), (6), (7), (10) en (11) deur die volgende subreëls te vervang:

(a) "(1) Waar iemand regtens vir voorlopige vonnis gedagvaar kan word, geskied dit by wyse van 'n dagvaarding so na moontlik bewoord soos Vorm 3 in die Eerste

Bylae, waarby hy of sy opgeroep word om die geëiste bedrag te betaal of anders persoonlik of by monde van 'n advokaat of 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, te verskyn op 'n dag in die dagvaarding genoem, synde minstens 10 dae na die betekening daarvan, om sy of haar aanspreeklikheid te erken of te ontken.”;

- (b) “(5) Op die dag in die dagvaarding genoem kan die verweerder persoonlik of by monde van 'n advokaat of 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, verskyn om sy of haar aanspreeklikheid te ontken of te erken, en hy of sy kan laatstens voor middag van die tweede hofdag voor dié waarop hy of sy opgeroep is om te verskyn, 'n beëdigde verklaring aflewer wat die gronde bevat waarop hy of sy aanspreeklikheid betwis, in welke geval die eiser 'n redelike geleentheid gegun word om daarop te antwoord.”;
- (c) “(6) As die verweerder by die verhoor sy of haar aanspreeklikheid erken of as hy of sy voorheen 'n erkenning van aanspreeklikheid by die griffier ingedien het wat deur hom of haar onderteken is en geattesteer is deur 'n prokureur wat vir hom of haar optree en nie vir die teenparty nie, of anders by beëdigde verklaring bevestig is, kan die hof finale vonnis teen hom of haar gee.”;
- (d) “(7) Die hof kan mondelinge getuienis betreffende die egtheid van die verweerder of sy of haar gevolmagtigde se handtekening op die dokument waarop die eis vir voorlopige vonnis berus, aanhoor of betreffende die volmag van die verweerder se gevolmagtigde.”;
- (e) “(10) Iemand teen wie voorlopige vonnis toegestaan is kan alleen tot die prinsipale saak oorgaan as hy of sy die vonnisskuld en getakseerde koste betaal het of as die eiser versuim om op aanvraag behoorlik sekerheid ingevolge subreël (9) te stel.”; en
- (f) “(11) 'n Verweerder wat tot die prinsipale saak mag en wil oorgaan, moet binne twee maande nadat voorlopige vonnis toegestaan is, 'n kennisgewing van sy of haar voorneme aflewer, in welke geval die dagvaarding geag word 'n gekombineerde dagvaarding te wees, waarop hy of sy binne 10 dae 'n pleit moet aflewer. By gebreke van sodanige kennisgewing of pleit word die voorlopige vonnis ipso facto 'n finale vonnis en verval die sekerheid wat deur die eiser gestel is.”

#### Wysiging van reël 16 van die Reëls

4. Reël 16 van die Reëls word hierby gewysig deur in subreël (2) paragraaf (b) deur die volgende paragraaf te vervang:

"(b)As die bedoelde party nie 'n ander prokureur aanstel nie, moet die party in die kennisgewing van opsegging ook 'n adres aangee wat binne **[15] 25** kilometer van die kantoor van die griffier is en 'n elektroniese posadres, indien aan sodanige party beskikbaar, vir die betekening, by enige een van die adresse, aan die party van alle dokumente in die verrigtinge, asook die party se pos- af faksimilee-adresse, indien beskikbaar."

#### **Wysiging van reël 17 van die Reëls**

##### **5. Reël 17 van die Reëls word hierby gewysig**

(a) deur in subreël (3) paragrawe (a) en (b) onderskeidelik deur die volgende paragrawe te vervang:

"(3)(a) Elke dagvaarding moet deur die eiser se prokureur onderteken wees en 'n prokureur se fisiese adres bevat wat binne **[15] 25** kilometer van die kantoor van die griffier af is en waar beskikbaar, sodanige prokureur se pos-, faksimilee- en elektroniese posadres], die prokureur se posadres en, indien beskikbaar, die prokureur se faksimilee-adres of elektroniese posadres vertoon].

(b) As geen prokureur optree nie, moet die dagvaarding deur die eiser onderteken wees, en ook 'n adres binne **[15] 25** kilometer van die kantoor van die griffier af bevat en waar beskikbaar, die eiser se pos-, faksimilee en elektroniese posadresse, by enige een waarvan [, waar] die eiser betekening van die daaropvolgende dokumente in die geding sal aanvaar], die eiser se posadres en, indien beskikbaar, die eiser se faksimilee- en elektroniese posadres]."

#### **Wysiging van reël 18 van die Reëls**

**6. Reël 18 van die Reëls word hierby gewysig deur subreëls (1), (4), (5), (6), (9) en (10) deur die volgende subreëls te vervang:**

- (a) "n Gekombineerde dagvaarding en elke ander pleitstuk behalwe 'n dagvaarding, moet onderteken word deur sowel 'n advokaat as 'n prokureur, of in die geval van 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, slegs deur sodanige prokureur, of, as 'n party persoonlik optree, deur daardie party self.";
- (b) "(4) Elke pleitstuk bevat 'n duidelike en bondige stelling van die wesentliche feite waarop die eis, verweer of antwoord, na gelang van die geval, berus, in voldoende besonderhede om die teenparty in staat te stel om daarop te antwoord.";
- (c) "(5) Wanneer 'n party in 'n pleitstuk 'n feitebewering in die vorige pleitstuk van die teenparty ontken, moet hy of sy nie ontwykend wees nie, maar die wesentliche punt beantwoord [en nie ontwyk nie].";

- (d) “(6) 'n Party wat in sy of haar pleitstuk op 'n kontrak steun, moet meld of die kontrak skriftelik of mondeling is en wanneer, waar en deur wie dit gesluit is, en as die kontrak skriftelik is, moet 'n ware afskrif daarvan of van die gedeelte waarop in die pleitstuk gesteun word, by die pleitstuk aangeheg word.”;
- (e) “(9) 'n Party wat 'n verdeling, oordrag of verbeuring van bates eis in 'n egskeidingsgeding ten aansien van 'n huwelik buite gemeenskap van goed, moet besonderhede verstrek van die gronde waarop daar beweer word dat hy of sy op sodanige verdeling, oordrag of verbeuring geregtig is.”; en
- (f) “(10) 'n Eiser wat vir skadevergoeding dagvaar, moet die skade so uiteensit dat die verweerder redelik in staat is om die quantum daarvan te skat: Met dien verstande dat 'n eiser wat vergoeding vir persoonlike beserings eis, sy of haar geboortedatum, die aard en omvang van die beserings en die aard, gevolge en duur van die ongeskiktheid wat na bewering die skade veroorsaak, moet aangee en sover doenlik afsonderlik moet meld hoeveel, indien enige, geëis word vir—
- (a) mediese koste en hospitaal- en ander soortgelyke uitgawes en hoe daardie koste en uitgawes saamgestel is;
- (b) pyn en lyding, met vermelding of dit tydelik of permanent is en watter beserings daarvoor verantwoordelik is;
- (c) ongeskiktheid ten opsigte van—
- (i) verdienste (met vermelding van die verdienste tot op datum verloor en hoe die bedrag saamgestel is en die beraamde toekomstige verlies en die aard van die werk wat die eiser in die toekoms sal kan verrig);
- (ii) lewensgenietinge (met vermelding van besonderhede);] en met vermelding of die betrokke ongeskiktheid tydelik of permanent van aard is; en
- (d) skending, met 'n volledige beskrywing daarvan en met vermelding of dit tydelik of permanent is.”

#### Wysiging van reël 19 van die Reëls

##### 7. Reël 19 van die Reëls word hierby gewysig—

(a) deur in subreël (3) paragraaf (a) deur die volgende paragraaf te vervang:

“(3)(a) Wanneer 'n verweerder kennis gee van voorneme om die saak te verdedig, moet die verweerder in sodanige kennisgewing die verweerder se volledige woon- of besigheidsadres, posadres en, indien beskikbaar, faksimilee-adres **[en elektroniese posadres]** verskaf en ook 'n adres aanwys wat nie 'n posbusadres of poste restante is nie, binne **[15] 25** kilometer van die kantoor van die griffier en 'n elektroniese posadres waar beskikbaar, vir die betekening aan die verweerder **[aldaar]** by enige een daarvan van alle dokumente in so 'n aksie, en betekening daarvan by die adres aldus aangegee is geldig en afdoende, behalwe waar 'n hofbevel of die hofpraktyk persoonlike betekening vereis word.”

**Wysiging van reël 21 van die Reëls**

8. Reël 21 van die Reëls word hierby gewysig deur subreëls (2), (3) en (5) deur die volgende subreëls te vervang:

- (a) "(2) Na die sluiting van pleitstukke kan 'n party, laatstens **[tuintig] 20** dae voor die verhoor, 'n versoek afilewer waarby uitsluitend besonderhede wat streng gesproke nodig is om hom of haar vir die verhoor te kan voorberei, aangevra word, en daaraan moet binne **[tien] 10** dae na ontvangs voldoen word.";
- (b) "(3) Die versoek om verdere besonderhede vir die verhoor en die antwoord daarop moet, behalwe waar die party die geding persoonlik voer, onderteken word deur sowel 'n advokaat as 'n prokureur, of in die geval van 'n prokureur wat kragtens artikel 4(2) van die Wet op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in die Hooggeregshof het, slegs deur sodanige prokureur."; en
- (c) "(5) Die hof moet na afloop van die verhoor **[mero motu] uit eie beweging** beoordeel of die verdere besonderhede streng gesproke nodig was en alle koste van en voortvloeiende uit 'n onnodige versoek of antwoord, onverhaalbaar verklaar en **[hy] die hof** kan enigeen van die partye beveel om die koste wat daardeur verspil is, te betaal, desverkiekend op die basis van prokureur en klient."

**Wysiging van reël 34 van die Reëls**

9. Reël 34 van die Reëls word hierby gewysig—

(a) deur subreël (8) deur die volgende subreël te vervang:

"(8) Indien daar vereis word dat 'n kennisgewing van die aanvaarding van die aanbod of tender kragtens subreël (6) of die kennisgewing kragtens subreël (7) by 'n ander adres as dié in reël 19(3) vermeld, gegee moet word, moet dit gegee word by 'n adres wat nie 'n posbus of poste restante is nie, binne **[15] 25** kilometer van die kantoor van die griffier **[waar] en 'n elektroniese posadres, indien beskikbaar, by enige een waarvan** sodanige kennisgewing afgelewer moet word."

**Wysiging van reël 36 van die Reëls**

10. Reël 36 van die Reëls word hierby gewysig—

(a) deur subreël (4) deur die volgende subreël te vervang:

"(4) 'n Party tot so 'n aksie kan te eniger tyd by skriftelike kennisgewing van die persoon wat skadevergoeding vorder, eis dat die persoon vir sover die persoon daartoe in staat is, binne 10 dae mediese verslae, hospitaaloorkondes, **[X-straalfoto's]** mediese beelde of ander dergelike dokumentêre inligting wat van belang is by die vasstelling van skadevergoeding, beskikbaar stel en op versoek afskrifte of rekords daarvan verskaf."; en

(b) deur subreël (9) deur die volgende subreël te vervang:

"(9) (a) Niemand mag, behalwe met verlof van die hof of die toestemming van alle partye tot die geding, iemand roep om as deskundige te getuig oor aangeleenthede waaroor deskundige getuienis toelaatbaar is nie, tensy—

**[(a)] (i)** waar die eiser voornemens is om 'n deskundige te roep, in welke geval die eiser minstens 30 dae na die sluiting van pleitstukke, of waar die verweerder voornemens is om die deskundige te roep, moet die verweerder minstens 60 dae na die sluiting van pleitstukke, 'n kennisgewing dat hy of sy dit wil doen, afgelewer het; en

**[(b)] (ii)** waar in die geval van die eiser hoogstens 90 dae na die sluiting van pleitstukke en in die die [sic] geval van die verweerder hoogstens 120 dae na die sluiting van pleitstukke, moet die eiser of verweerder 'n opsomming van die deskundige se menings en die redes daarvoor, afgelewer het:

Met dien verstande dat die kennisgewing en opsomming in elk geval afgelewer word voordat 'n eerste saakbestuurkonferensie gehou ingevolge reëls 37A(6) en (7) of soos gelas deur 'n saakbestuurregter.

(b) Die opsomming van die kundige se opinie en redes daarvoor in subparagraaf (a)(ii) bedoel, word deur die kundige self saamgestel en bevat 'n verklaring deur die kundige waarin bevestig word dat die verslag—

(i) in daardie kundige se eie woorde is;

(ii) ter bystand van die hof is; en

(iii) 'n verklaring van die waarheid is."

#### **Wysiging van reël 43 van die Reëls**

11. Reël 43 van die Reëls word hierby gewysig—

(b) deur in subreël (2) paragraaf (b) deur die volgende paragraaf te vervang:

"(b) Die verklaring en kennisgewing onderteken deur die applikant of die applikant se prokureur, moet 'n adres bevat **[vir betekening,]** binne **[15] 25** kilometers van die kantoor van die griffier af en 'n elektroniese posadres, waar beskikbaar, soos in reël 6(5)(b) bedoel, waar betekening by enige van die adresse aanvaar sal word."

#### **Wysiging van reël 46 van die Reëls**

## 12. Reël 46 van die Reëls word hierby gewysig—

(a) deur in subreël (1)(b) subparagraaf (ii) deur die volgende subparagraaf te vervang:

“(ii) moet voldoende inligting bevat om die balju in staat te stel om uitvoering te gee aan subreël (3) hierby, met inbegrip van die titelbewysnommer, die ernommer of deeltiteleenheidsnommer, en die uitsluitlike gebruiksg gebied om die akteregistrateur in staat te stel om die onroerende goed te identifiseer en die beslaglegging aan te teken as 'n interdik teen die onroerende goed.”;

(b) deur in subreël (11) paragraaf (b) deur die volgende paragraaf te vervang:

“(b) Enige verliese gelyk vanweë die koper se versuim kan op aansoek van 'n benadeelde skuldeiser **[wie se naam op die balju se distribusierekening verskyn]** in subparagraawe (i) en (ii) van subreël (14)(c), van die koper verhaal word kragtens vonnis van 'n regter wat op grond van 'n skriftelike verslag van genoemde balju gegee word nadat die koper skriftelik in kennis gestel is dat die verslag vir die genoemde doel voor 'n regter gelê sal word.”.

## Wysiging van reël 46A van die Reëls

## 13. Reël 46A van die Reëls word hierby gewysig—

(a) deur in subreël (4)(a) subparagraawe (ii), (iii) en (iv) onderskeidelik deur die volgende subparagraawe te vervang:

“(ii) elke respondent daarin vermeld inlig dat indien die respondent voornemens is om die aansoek teen te staan of om verhoë aan die hof te rig, die respondent dit in 'n beëdigde verklaring moet doen binne 10 dae vanaf betekening van die aansoek en voor die hof verskyn op die datum waarop die aansoek aangehoor sal word; inform every respondent cited therein that if the respondent intends to oppose the

(iii) 'n fisieke adres aanwys binne **[15] 25** kilometer van die kantoor van die griffier

**[waar]** en 'n elektroniese posadres, waar beskikbaar, by enige een waarvan die applikant betekening van alle dokumente in hierdie verrigtinge sal aanvaar; en

(iv) die applikant se **[pos-, faks- of elektroniese posadres]** posadresse of faksimilee-adresse stel, indien beskikbaar.”

(b) deur in subreël (6)(d) subparagraawe (ii) en (iii) onderskeidelik deur die volgende subparagraawe te vervang:

“(ii) 'n fisieke adres binne **[15] 25** kilometer van die kantoor van die griffier en 'n elektroniese posadres, waar beskikbaar, aanwys [waar dokumente aan] by enige een waarvan sodanige respondent **[beteken kan word]** betekening van alle dokumente sal aanvaar; en

(iii) die respondent se **[pos-, faks- of elektroniese posadres]** posadresse of faksimilee-adresse, waar van toepassing, verstrek.”.

#### Wysiging van reël 53 van die Reëls

##### 14. Reël 53 van die Reëls word hierby gewysig—

(a) deur in subreël (1) paragraaf (b) deur die volgende paragraaf te vervang:

“(b) met 'n beroep op die toepaslike magistraat, voorsittende beampte, voorsitter of amptenaar om binne **[vyftien]** 15 dae nadat die kennis van voorstel ontvang is, 'n verslag aan die registrateur te stuur van die versoek om sodanige verrigtinge te verbeter of ter syde te stel, insluitende sodanige redes wat die wet van **[hom of haar]** die landdros, voorsittende beampte, voorsiiter of beampte, na gelang van die geval, vereis of versoek om te verskaf of te verstrek en om die aansoeker te verwittig dat **[hy of sy]** sodanige landdros, voorsittende beampte, voorsitter of beampte, na gelang van die geval, dit gedoen het.”.

(b) deur subreëls (3), (4) en (5) onderskeidelik deur die volgende subreëls te vervang:

“(3)Die registrateur sal die verslag wat **[aan hom of haar]** gestuur is, aan die aansoeker beskikbaar stel in terme van sodanige bepalings wat reeds genoem is wanneer die registrateur dink dit is toepaslik om die veiligheid daarvan te verseker en die aansoeker sal vervolgens toesien dat afskrifte van toepaslike gedeeltes van die verslag wat noodsaaklik vir die hersieningsdoeleindes is, gemaak word en sal twee afskrifte daarvan aan die registrateur voorsien en een afskrif aan elke ander party; die aansoeker moet elke juiste afskrif waarmerk. Indien daar enige transkriberingskoste is, sal die aansoeker verantwoordelikheid aanvaar om dit te betaal en dit sal deel van die aansoekskoste uitmaak.

(4) Die aansoeker moet binne **[tien]** 10 dae nadat die registrateur die verslag aan **[hom of haar]** die applikant beskikbaar gestel het, deur die aflewering van 'n kennisgewing en aangehegte beëdigde verklaring wat die bepalings van **[sy of haar]** sodanige applikant se kennis van voorstel wysig, byvoeg of verander en die ondersteunende beëdigde verklaring aanheg.

(5) Indien die toepaslike voorsittende beampte, voorsitter of amptenaar, of enige party wat deur die aansoek geraak word, verkies om die bekragtiging teen te staan wat in die kennis van voorstel versoek word, moet **[hy of sy]** sodanige voorsittende beampte, voorsitter of beampte, na gelang van die geval, of sodanige party—

(a) binne **[vyftien]** 15 dae nadat **[hy of sy]** die kennis van voorstel of enige wysiging daarvan ontvang **[het]** is aan die aansoeker 'n kennisgewing oorhandig waarin **[hy of sy]** sodanige voorsittende beampte, voorsitter of beampte, na gelang van die geval, of sodanige party hulle voorneme om die aansoek teen te staan te kenne gee en moet in sodanige kennisgewing 'n adres binne **[15]** 25 kilometer van die kantoor van die **[registrateur]** griffier en 'n elektroniese posadres, waar beskikbaar aangewys word **[waar hy of sy]** by enige een waarvan sodanige voorsittende beampte, voorsitter of beampte, na

gelang van die geval, of sodanige party enige kennisgewing of geregtelike bestelling van al die prosesse van sodanige verrigtinge sal aanvaar, asook posadresse of faksimilee-adresse waar beskikbaar; en

(b) binne [dertig] 30 dae na die verstryking van die tydperk waarna in subreël (4) hiervan verwys word, enige beëdigde verklaring oorhandig wat [hy of sy] sodanige voorsittende beampte, voorsitter of beampte, na gelang van die geval verkies in antwoord op die aantygings van die aansoeker.”.

#### Wysiging van reël 58 van die Reëls

15. Reël 58 van die Reëls word hierby gewysig—

(a) deur subreël (5A) deur die volgende subreël te vervang:

“(5A)Gelyktydig met die aflewering deur 'n eiser van besonderhede van 'n eis, moet sodanige eiser 'n adres spesifiseer [vir diens] binne [15] 25 kilometer van die kantoor van die griffier en 'n elektroniese posadres, waar van toepassing, soos bedoel in reël 6 (5)(b) by enige een waarvan betekening aanvaar sal word.”.

#### Wysiging van reël 59 van die Reëls

16. Reël 59 van die Reëls word hierby gewysig deur subreëls (1), (3) en (4) deur die volgende subreëls te vervang:

- (a) “(1) Enige afdeling van die Hooggeregshof kan 'n persoon wat hom oortuig dat hy of sy daartoe bevoeg is, toelaat en laat inskryf as 'n beëdigde vertaler in enige twee of meer gespesifiseerde amptelike [taal] tale van die Republiek van Suid-Afrika en enige gespesifiseerde vreemde taal.”;
- (b) “(3) Elke behoorlik toegelate en ingeskrewe beëdigde vertaler word vir die betrokke tale geag 'n beëdigde vertaler vir alle afdelings van die Hooggeregshof te wees, en die griffier van die afdeling waarin hy of sy toegelaat is, moet die griffiers van alle ander afdelings in kennis stel van die toelating en van die vertaler se adres.”; en
- (c) “(4)(a) Iemand wat kragtens subreël (1) toegelaat en ingeskryf is, moet voordat hy sy ampswerksaamhede begin uitvoer, onderstaande eed of plegtige verklaring aflê en onderteken—  
'Ek .....(volle naam) verklaar hierby onder eed/plegtig en opreg dat ek in my hoedanigheid as vertaler van die Hooggeregshof van Suid-Afrika enige dokument getrou en korrek na die beste van my kennis en vermoë sal vertaal in 'n amptelike taal van die Republiek van Suid-Afrika uit enige ander taal ten opsigte waarvan ek as vertaler toegelaat en ingeskryf is.”  
(b) So 'n eed of plegtige verklaring word afgeleë voor 'n regter van die afdeling van die Hooggeregshof waarin die vertaler toegelaat en ingeskryf word, en die

betrokke regter endosseer daaronder dat dit voor hom of haar afgelê is en die datum van aflegging, en onderteken dit.”

#### Wysiging van reël 67 van die Reëls

17. Reël 67 word hierby gewysig deur item (c) deur die volgende item te vervang:

(c) Vir 'n afskrif van 'n hofbevel deur die griffier gemaak-	
(i) [vir elke fotokopie van 'n A4-grootte bladsy of gedeelte daarvan	2.00}
[(ii)] vir elke fotokopie van 'n A4-grootte bladsy of gedeelte daarvan	[1.00] 2.20

#### Wysiging van reël 68 van die reëls

18. Reël 68 van die Reëls word hierby gewysig deur die Tarief deur die volgende Tarief te vervang:

#### “TARIEF

Item	R s
1. Vir registrasie van 'n dokument vir betekening of tenuitvoerlegging, by ontvangs daarvan.	[13,00] 14,50
2. (a) Betekening van dagvaardings, kennisgewing van mosie, ander kennisgewings, bevele of enige ander dokumente, elk	[84,50] 92,50
Met dien verstande dat—	
(i) Wanneer 'n dokument saam met 'n prosesstuk beteken moet word en in die prosesstuk genoem word of 'n aanhangsel daarvan is, geen addisionele gelde gevorder mag word vir betekening van die dokument nie. Origens mag [R13,00] R14,50 gevorder word vir elke afsonderlike dokument wat beteken word;	
(ii) Geen gelde vir 'n aparte dokument gevorder word vir die betekening van prosesstukke in strafsake nie.	
(b) Gepoogde betekening van dagvaardings, kennisgewings van mosie, ander kennisgewings, bevele en enige ander dokumente: Met dien verstande dat 'n gepoogde betekening van meer as een dokument aan dieselfde persoon as 'n gepoogde betekening van slegs een dokument beskou word.	[63,50] 69,00
3. Reistoelae:	

(a) Vir die afstand werklik en noodsaaklikerwys deur die balju of sy of haar verteenwoordiger afgelê, behoudens paragraaf 3(c) en (d) bereken, van die kantoor van die balju af vir die heen- en terugreis, per kilometer of deel van 'n kilometer of gedeelte daarvan.	[R6,00] R7,50
(b) Wanneer twee of meer dagvaardings of ander prosesstukke, in opdrag van dieselfde partye, met een en dieselfde reis beteken kan word, moet die reistoelae redelik en billik verdeel word tussen die verskillende sake met inagneming van die afstand wat die onderskeie partye aan wie die prosesstukke gerig is van die kantoor van die balju af woon, maar die gelde is betaalbaar vir elke betekening of gepoogde betekening.	
(c) Die reistoelae soos in paragraaf 3(a) en (b) beoog, moet bereken word volgens die afstand van die kantoor van die balju af indien— (i) die balju se kantoor geleë is binne die regsgebied wat deur die Minister aan die balju toegewys is; en (ii) die afstand van die balju se kantoor af minder is as die afstand bereken vanaf die hofgebou naaste aan die adres van betekening.	
(d) Indien daar nie aan die vereiste in paragraaf 3(c) voldoen word nie, moet die reistoelaag soos beoog in paragraaf 3(a) en (b) bereken word volgens die afstand vanaf die hofgebou naaste aan die adres van betekening.	
4. (a) Posgeld in siviele sake, volgens die postarief.	
(b) Posgeld in strafsake, gratis.	
LET WEL: Die balju kan enige posstuk na die griffier van die Hoë Hof neem of, as daar geen griffier in sy of haar dorp of stad is nie, na die landdros, wat die koevert met sy of haar amptelike frankeerstempel moet merk.	
5. Ter tenuitvoerlegging van enige lasbrief—	
(a) (i) vir die arres van 'n persoon, insluitende sy of haar vervoer na die hof, na 'n prokureur se kantoor of na die gevangenis, per persoon	[106,00] 115,50
(ii) vir vervoer van die betrokke persoon na die hof van die plek van aanhouding op 'n dag na die dag van arres, en bywoning van die hof per uur of gedeelte daarvan	[126,00] 137,50
(iii) vir beslaglegging op goed ad fundandam jurisdictionem of ad confirmandam jurisdictionem	[106,00] 115,50

(iv) waar 'n beslaglegging ingevolge artikel 5(a)(iii) teruggetrek of opgeskort word;	[30,00] 32,50
(b) vir uitsetting, [R126,00] R137,50 per uur of gedeelte daarvan, met 'n minimum van wat die eerste uur insluit (benewens redelike uitgawes noodsaaklikerwys aangegaan);	[188,00] 205,00
(c) teen onroerende goed-	
(i) vir tenuitvoerlegging, insluitende betekening van kennisgewing van beslaglegging aan die eienaar van die onroerende goed en die registrateur van aktes of ander beamppte belas met registrasie van sodanige goed, en as die onroerende goed deur iemand anders as die eienaar geokkupeer word, ook aan die okkupant	[251,00] 273,50
(ii) vir kennisgewing van beslaglegging aan 'n enkele huurder of okkupant  (identiese kennisgewings waar daar meer as een huurder, okkupant of eienaar is, vir elkeen na die eerste)	[23,00] 25,50  [8,50] 9,50
(iii) vir waardasie of verslag vir die doel van 'n verkoping, per uur of gedeelte daarvan	[63,50] 69,00
(iv) waar— (aa) 'n balju gemagtig is om eiendom te verkoop en die eiendom nie verkoop nie, omdat die beslaglegging teruggetrek, opgeskort, gestaak of gestuit word, en al die nodige kennisgewing van terugtrekking of opskorting van die beslaglegging  (bb) geregtelike beslaglegging op onroerende goed opgehef word	[251,00] 273,50  [251,00] 273,50
(v) vir die vasstelling en aantekening van watter verband of ander beswarings teen die eiendom geregistreer is, asook die name en adresse van die persone in wie se guns dit geregistreer is, insluitende enige briefwisseling in verband daarmee (benewens redelike uitgawes noodsaaklikerwys aangegaan)	[126,00] 137,50
(vi) om die vonnisskuldeiser in kennis te stel van sodanige verbande of beswarings en van die name en adresse van die persone in wie se guns dit geregistreer is	[23,00] 25,50
(vii) vir oorweging van bewys dat 'n preferente skuldeiser aan die vereistes van reël 46(5)(a) voldoen	[13,00] 14,50
(viii) vir die kennisgewing in reël 46(6) bedoel	[23,00] 25,50

(ix) vir oorweging van kennisgewing van verkoping wat deur die vonnisskuldeiser in oorleg met die balju opgestel word; en	
(x) vir die nagaan van aangeduide koerante en die Staatskoerant om seker te maak dat kennisgewing van verkoping geplaas is, insluitend geld vir (ix) en (x)	[126,00] 137,50
(xi) vir die stuur van 'n eksemplaar van die kennisgewing van verkoping aan elke vonnisskuldeiser wat op die onroerende goed beslag laat lê het en aan elke verbandhouer wie se adres bekend is, vir elke eksemplaar,	[23,00] 25,50
(xii) vir die aanbring van 'n eksemplaar van die kennisgewing van verkoping op die kennisgewingbord van die landdroshof bedoel in reël 46(7)(e) en op of so na moontlik aan die plek waar die verkoping sal plaasvind, 'n allesinsluitende bedrag van [R53,00]R58,00 en reiskoste in item 3 bedoel	
(xiii) vir—	[126,00]
(aa) oorweging van die verkoopvoorwaardes deur die uitwinnende skuldeiser voorberei;	137,50
(bb) oorweging van verdere of gewysigde verkoopvoorwaardes deur 'n belanghebbende party voorberei;	[126,00] 137,50
(cc) skikking van verkoopsvoorwaardes;	[126,00] 137,50
(dd) alle nodige bywoning by wet voorgeskryf in verband met vendusies, in die besonder die 'Consumer Protection Act', 2008 (Wet 68 van 2008);	[380,00] 414,50
(ee) die voer van 'n vendusie, met die uitsondering dat hierdie geld nie gehef mag word nie indien kommissie ingevolge item (xiv) geëis word nie.	[251,00] 273,50
(xiv) by die verkoop van onroerende goed deur die balju as afslaer, 6 persent op die eerste R100 000,00, en 3.5 persent op R100 001,00 tot R400 000,00 en 1.5 persent op die balans van die opbrengs van die verkoping, onderhewig aan 'n maksimum kommissie van R40 000,00 in totaal en 'n minimum van R3 000,00 (insluitende in alle gevalle die balju se bankkoste en ander uitgawes aangegaan om die opbrengs in sy of haar trustrekening in te betaal), welke kommissie deur die koper betaalbaar is;	
(xv) vir—	
(aa) skriftelike kennisgewing aan die koper wat versuim het om aan die verkoopsvoorwaardes te voldoen;	[63,50] 69,00
(bb) 'n verslag in reël 46(11) bedoel;	[63,50] 69,00
(cc) kennisgewing aan vonnisskuldenaar van die intrekking in reël 46(11)(a)(iii)	23,00 25,50

(dd) kennisgewing ingevolge reël 46(11)(c)	[23,00] 25,50
(xvi) die gee van oordrag aan die koper	[30,00] 32,50
(xvii) vir— (aa) ontvangs van sertifikaat in reël 46(14)(a) bedoel	[23,00] 25,50
(bb) vir die opstel van 'n distribusieplan van die opbrengs (insluitende die nodige afskrifte) en afsending van 'n afskrif aan die griffier	[126,00] 137,50
(xviii) vir kennisgewing aan alle partye wat lasbriewe ingedien het en aan die vonnisshuldenaar dat die distribusieplan ter insae sal lê, vir elke kennisgewing	[23,00] 25,50
(xix) vir die verslag in reël 46A(9)(d) bedoel	[63,50] 69,00
(d) teen roerende goed-	
(i) wanneer 'n lasbrief by aanbidding betaal word, 9 persent van die bedrag aldus betaal, met 'n minimum van R85.00 en 'n maksimum van	[832,50] 908,00
(ii) vir 'n onsuksesvolle poging om beslag te lê, insluitende opsporing vir een uur en navraag	[85,00] 93,00
(iii) waar 'n lasbrief teruggetrek, opgeskort, gestaak of gestuit word voordat daar op enige goed beslag gelê is	[25,00] 30,00
(iv) vir die doen van 'n beslaglegging, met inbegrip van een uur se soek en ondersoek	[172,50] 208,00
(v) kennisgewing van beslaglegging, indien nodig, aan een persoon (identiese kennisgewings waar daar meer as een persoon is wat kennis moet kry, vir elkeen na die eerste)	[22,00] 24,50
	[13,00] 14,50
(vi) waar beslaglegging deur die vonnisshuldeiser teruggetrek word of opgeskort, gestaak of gestuit word voor die verkoping, 3 persent van die waarde van die inbeslaggenome goed of die bedrag van die lasbrief, watter ook al die minste is, maar met 'n maksimum van	[574,00] 626,50

(vii) waar die lasbrief aan die balju betaal word deur die skuldenaar na beslaglegging, maar voor verkoping, 9 persent van die bedrag betaal, met 'n minimum fooi van <del>[R85,00]</del> R93,00 en 'n maksimum van	[832,50] 908,00
(viii) waar beslag op geld gelê word, 9 persent van die betrokke bedrag, maar met 'n maksimum van	[832,50] 908,00
(ix) vir die opstel van 'n advertensie van verkoping van inbeslaggenome goed	[85,00] 93,00
(x) vir die verkoping vir uitwinning, insluitende verdeling van die opbrengs, vir die eerste R15 000.00 of deel daarvan, 9 persent, en daarna 6 persent, met 'n maksimum van:	[11653,50] 12 706.50
(xi) .....	
(xii) kommissie is nie op 'n vonnisskuldenaar verhaalbaar op die waarde van inbeslaggenome roerende goed wat daarna deur 'n derde opgeëis en gevolglik vrygegee is nie, tensy die goed in beslag geneem is op die uitdruklike skriftelike versoek van die vonnisskuldeiser, in welke geval die vonnisskuldeiser teenoor die balju aanspreeklik is vir die kommissie;	
(xiii) vir die versekering van inbeslaggenome roerende goed wanneer dit nodig gegag word en in skriftelike opdrag van die vonnisskuldeiser aan die balju is, benewens die premie wat betaal word, 'n allesinsluitende bedrag van	[45,00] 49,00
(e) vir bewaring van goed (geld uitgesluit)-	
(i) vir elke beampte wat noodsaaklikerwys in besit gelaat is, 'n redelike allesinsluitende bedrag per beampte per dag van hoogstens	[158,00] 172,50
LET WEL: 'Bewaring' beteken die voortdurende en noodsaaklike teenwoordigheid op die perseel vir die tydperk waarvoor bewaring bereken word, van iemand in diens van en betaal deur die balju, vir die uitsluitlike doel om besit te behou	
(ii) vir verwydering en opberging, die redelike en noodsaaklike uitgawes daaraan verbonde en, as 'n dier op stal geplaas of gevoer moet word, die redelike uitgawes daaraan verbonde;	
(iii) vir die oppas van lewende hawe, die nodige uitgawes daaraan verbonde;	
(iv) waar geen beampte in besit gelaat word en geen akte van sekerheidstelling verkry is nie, maar die inbeslaggenome roerende goed onder toesig van die balju bly, per dag	[6,00] 7,00

6. (a) Vir die opstel van 'n inventaris, insluitende die maak van alle nodige afskrifte en tyd bestee aan  voorraadopname, per uur of gedeelte daarvan	[158,00] <u>172,50</u>
(b) Vir bystand, waar nodig, by die opstel van 'n inventaris, 'n redelike allesinsluitende bedrag per dag van hoogstens	[158,00] <u>172,50</u>
7. (a) Vir opstel van relaas van betekening of tenuitvoerlegging, insluitende opstel en tik van die oorspronklike vir die hof, beperk tot een persoon op elke oorspronklike prosesstuk; en	
(b) afskrif daarvan vir die party wat betekening of tenuitvoerlegging verlang.	[52,00] <u>57,00</u>
8. Opstel en voltooiing van 'n akte van borgstelling, sekerheidstelling of vrywaring	[31,00] <u>34,00</u>
9. Vir die maak van alle noodsaaklike afskrifte van dokumente per A4-grootte bladsy.	[6,50] <u>7,50</u>
10. ....	
11. Bywoning van strafsittings van 'n hoër hof of 'n rondgaande hof, <b>[R126,00]</b> <u>R137,50</u> per uur of gedeelte daarvan met 'n maksimum per dag van	[574,00] <u>626,50</u>
12. Vir die skryf van elke noodsaaklike brief, faks of e-pos behalwe formele briewe wat prosesstukke of relase vergesel	[23,00] <u>25,50</u>
13. Maak of beantwoording van elke noodsaaklike telefoonoproep	[20,00] <u>22,00</u>
14. Afstuur en ontvangs van elke noodsaaklike faksimilee of e-pos per bladsy (benewens telefoongelde):	[8,50] <u>9,50</u>
15. Bankkoste: Werklike koste aangegaan in verband met bankkoste [en tjekvorms].	
16. Vir die opstel en uitreik van 'n tussenpleitdagvaarding in reël 58 bedoel	[800,00] <u>873,00</u>
17. (a) Waar die lasgewer die balju skriftelik opdrag gee om 'n dokument in item 2 of 5 bedoel dringend of na-ure te beteken of ten uitvoer te lê, hef die balju 'n bykomende tarief, ongeag of die betekening of tenuitvoerlegging suksesvol was, en sodanige bykomende gelde word deur die lasgewer betaal, behalwe waar die hof anders gelas.	[283,00] <u>308,00</u>

(b) By die toepassing van paragraaf (a) beteken— (i) "dringend" op dieselfde dag of binne vier-en-twintig-uur van die skriftelike opdrag; en (ii) "na-ure" enige tyd— (aa) voor 7h00 of ná 19h00 van Maandae tot Vrydae; of (bb) op 'n Saterdag, Sondag of openbare vakansiedag.".	
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#### Wysiging van reël 69 van die Reëls

19. Reël 69 van die Reëls word hierby gewysig deur subreël (5) deur die volgende subreël te vervang:

"(5) Die taksering van advokaatsgelde tussen party en party word deur die takseermeester in ooreenstemming met hierdie reël en waar van toepassing, die tarief, gedoen. Waar die tarief nie geld nie, laat [hy] die takseermeester soveel toe as wat hy of sy redelik ag, en nie noodwendig meer as die tarief nie."

#### Wysiging van reël 70 van die reëls

20. Reël 70 van die reëls word hierby gewysig deur die Tarief van Gelde vir Prokureurs deur die ovlgende Tarief van Gelde vn Prokureurs te vervang:

#### "TARIEF VAN GELDE VAN PROKUREURS

##### A – KONSULTASIES, BYWONINGS, SAMESPREKINGS EN ONDERSOEKE

1. Konsultasie met 'n kliënt en getuies om 'n geding in te stel of te verdedig, vir advies oor getuienis of advies op kommissie, vir die verkryging van opinie of die leiding van 'n advokaat by die voorbereiding van pleitstukke, insluitende eksepsies, en om 'n beëdigde verklaring op te stel, per kwartier of gedeelte daarvan—
  - (a) deur 'n prokureur..... [R357,00]R388,00
  - (b) deur 'n kandidaatprokureur..... [R111,50]R120,50
2. Konsultasie om appèl aan te teken, voort te sit of te verdedig, per kwartier of gedeelte daarvan—
  - (a) deur 'n prokureur ..... [R357,00]R388,00
  - (b) deur 'n kandidaatprokureur ..... [R111,00]R120,50
3. Bywoning deur 'n prokureur in die hof by verrigtinge ingevolge reël 37 van hierdie Reëls, per kwartier of gedeelte daarvan ..... [R357,00]R388,00
4. (a) Bywoning deur 'n prokureur, waar noodsaaklik, om by bestrede verrigtinge te help, per kwartier of gedeelte daarvan..... R388,00

- (b) Bywoning deur 'n kandidaatprokureur om, waar noodsaaklik, by bestrede verrigtinge te help, per kwartier of gedeelte daarvan .....[R111,00]R120,50
5. Enige samespreking met 'n advokaat, met of sonder getuies, ten opsigte van pleitstukke, met inbegrip van eksepsies en besonderhede by pleitstukke, aansoeke, beëdigde verklarings en getuienis, en ten opsigte van enige ander aangeleenthede wat die takseermeester noodsaaklik ag, per kwartier of gedeelte daarvan—  
 (a) deur 'n prokureur.....[R357,00]R388,00  
 (b) deur 'n kandidaatprokureur.....[R111,00]R120,50
6. Enige ander samespreking wat die takseermeester noodsaaklik mag ag, per kwartier of gedeelte daarvan—  
 (a) deur 'n prokureur .....[R357,00]R388,00  
 (b) deur 'n kandidaatprokureur .....[R111,00]R120,50
7. Enige inspeksie in situ of elders, per kwartier of gedeelte daarvan—  
 (a) deur 'n prokureur.....[R357,00]R388,00  
 (b) deur 'n kandidaatprokureur .....[R102,00]R120,50
8. Opwagting by blootlegging of insae, per kwartier of gedeelte daarvan—  
 (a) deur 'n prokureur .....[R357,00]R388,00  
 (b)deur 'n kandidaatprokureur .....[R111,00]R120,50
9. Allesinsluitende gelde vir noodsaaklike konsultasies en samesprekings met 'n kliënt, getuie, ander party of advokaat waarvoor nie andersins voorsiening gemaak is nie, per kwartier of gedeelte daarvan—  
 (a) deur 'n prokureur.....[R357,00]R388,00  
 (b) deur 'n kandidaatprokureur .....[R111,00]R120,50
10. Verskyning deur 'n prokureur in die hof of die verrigting deur 'n prokureur van enige van die ander werksaamhede van 'n advokaat kragtens die bepalings van die 'Legal Practice Act, 2014' (Wet 28 van 2014) ..... Die tarief ingevolge reël 69 is van toepassing
11. Die skale van vergoeding in items 1 tot 9 sluit nie reis- en wagtyd in nie en die takseermeester kan ten opsigte van tyd noodsaaklikerwys daaraan bestee, na goeddunke soveel addisionele vergoeding toestaan as wat hy of sy billik en redelik ag, maar hoogstens [R357,00] R388,00 per kwartier of gedeelte daarvan in die geval van 'n prokureur en [R111,00] R120,50 per kwartier of gedeelte daarvan in die geval van 'n kandidaatprokureur, plus 'n redelike bedrag vir noodsaaklike vervoerkoste.

## B - OPSTEL VAN DOKUMENTE

1. Die opstel van 'n formele verklaring in 'n huweliksgeding, bevestigende beëdigde verklaring, beëdigde verklaring, beëdigde verklaring ten opsigte van betekening of ander formele beëdigde verklaring, inhoudsopgawe vir advokaatsopdrag, kort opdrag, getuieverklaring, prokurasie om te dagvaar of te verdedig, asook ander formele dokumente en dagvaardings, insluitende alle dokumente soos die voorgeskrewe vorms in die Eerste Bylae van hierdie Reëls, maar nie die besonderhede van 'n vordering in 'n aanhangsel by die dagvaarding nie: 'n allesinsluitende tarief vir opstel, nasien, tik, uitdruk, afskrifte, aflewering en indiening daarvan, per bladsy van slegs die oorspronklike.....[R144,00]R156,50
2. Die opstel van ander noodsaaklike dokumente, insluitende—
  - (a) instruksies vir die opinie, vir die leiding van 'n advokaat by die voorbereiding van pleitstukke, insluitende verdere besonderhede en versoeke daarom, insluitende eksepsies;
  - (b) instruksies aan 'n advokaat ten opsigte van alle klasse pleitstukke;
  - (c) 'n eksepsie of beëdigde verklaring, enige kennisgewing (uitgesonderd 'n formele kennisgewing), besonderhede van vordering of 'n aanhangsel by die dagvaarding, 'n opinie deur 'n prokureur of enige ander belangrike dokument waarvoor andersins nie voorsiening gemaak is nie, 'n allesinsluitende tarief vir die opstel, nasien, tik, uitdruk, afskrifte, aflewering en indiening daarvan, per bladsy van slegs die oorspronklike .....[R357,00]R388,00
3. Briewe, telegramme en faksimilees; 'n allesinsluitende tarief vir die opstel, nasien, tik, uitdruk, aflewering, afskrifte, posgeld en pos daarvan, per bladsy.....[R144,00]R156,50

**OPMERKING 1:** Besonderhede van briewe wat afgestuurd is [, telegramme en faksimilees] insluitende briewe wat elektronies oorgesend is, hoef nie in 'n kosterekening gespesifiseer te word nie. Die aantal briewe wat geskryf is, moet vermeld word, asook die totale bedrag wat daarvoor gehef word. Die teenparty sowel as die takseermeester is daarop geregtig om die stukke in te sien, indien die korrektheid van die item betwis word.

**OPMERKING 2:** Wanneer 'n prokureur ook al enige van die werk gelys in hierdie afdeling verrig, is die gelde hierin uiteengesit ten opsigte van sodanige werk van toepassing en nie enige gelde wat van toepassing sou wees kragtens die tarief ingevolge Reël 69 indien 'n advokaat die betrokke werk verrig het nie.

#### C - OPWAGTING EN DEURLESING

1. Ontvangs, inskrywing, deurlesing, oorweging en liassering van—

- (a) enige dagvaarding, beëdigde verklaring, pleitstuk, advokaat se advies en konsep, verslag, belangrike brief, kennisgewing of dokument;
- (b) enige formele brief, oorkonde, voorraadlyste by vrywillige oorgawe, uitsprake of enige ander belangrike dokument nie elders vermeld nie;
- (c) enige plan of bewysstuk of ander belangrike dokument wat noodsaaklik vir die voer van die geding was.....[R72,00]R78,00

2. Sortering, rangskikking en paginerings van stukke vir die opstel van pleitstukke, advies oor getuienis of opdrag vir 'n verhoor of appèl, per kwartier of gedeelte daarvan—
  - (a) deur 'n prokureur.....[R357,00]R388,00
  - (b) deur 'n kandidaatprokureur.....[R111,00]R120,50

**OPMERKING:** Besonderhede van stukke wat ontvang word, hoef nie in kosterekenings gespesifiseer te word nie. Die aantal stukke en bladsye wat ontvang is, asook die totale bedrag wat daarvoor gehef word, moet vermeld word. Die teenparty sowel as die takseermeester is daarop geregtig om die stukke in te sien, indien die korrektheid van die item betwis word.

#### D – DIVERSE

1. Vir die maak van noodsaaklike afskrifte, insluitende fotostate, van enige dokument of stukke waarvoor daar nie reeds in hierdie tarief voorsiening gemaak is nie, per A4-grootte bladsy.....[R5,00]R6,00
2. Opwagting om vertaling te reël en daarna te verkry, per kwartier of gedeelte daarvan—
  - (a) deur 'n prokureur.....[R357,00]R388,00
  - (b) deur 'n kandidaatprokureur.....[R111,00]R120,50
3. Noodsaaklike telefoonoproep: Die werklike koste daarvan plus per vyf minute of gedeelte daarvan—
  - (a) deur 'n prokureur.....[R119,00]R130,00
  - (b) deur 'n kandidaatprokureur .....[R37,00]R40,00
4. ...
5. Getuienis: Billike en redelike vorderings en uitgawes wat volgens die mening van die takseermeester behoorlik aangegaan is vir die verkryging van die getuienis en die bywoning van getuies wie se getuiegelde by taksasie toegestaan is: Met dien verstande dat die voorbereidingsgelde van 'n getuie nie sonder 'n bevel van die hof of die toestemming van alle belanghebbende partye toegestaan word nie.

#### E – KOSTEREKENING

In verband met 'n kosterekening vir dienste gelewer deur 'n prokureur, is die prokureur daarop geregtig om te vorder:

1. Vir die opstel van die kosterekening, die maak van die nodige afskrifte en opwagting by afrekening, 11 persent van die prokureursgelde, hetsy soos gevra in die kosterekening indien nie getakseer nie, of soos toegestaan by taksasie.
2. Benewens die gelde kragtens paragraaf 1 gehef, indien tot taksasie oorgegaan word vir reëling en behartiging van taksasie, en verkryging van toestemming tot taksasie, 11 persent op die eerste R10 000.00 of gedeelte daarvan, 6 persent op die volgende R10 000.00 of gedeelte daarvan en 3 persent op die balans van die totale bedrag van die rekening.
3. (a) Wanneer 'n prokureur van die dienste van 'n ander persoon gebruik maak om sy of haar kosterekening op te stel, moet daardie kosterekening van 'n sertifikaat vergesel gaan waarin daardie prokureur sertifiseer dat—
  - (i) die kosterekening aldus opgestel, behoorlik deur hom of haar nagegaan en korrek bevind is; en
  - (ii) elke beskrywing in sodanige rekening met betrekking tot werk, tye en syfers in ooreenstemming is met dit wat noodsaaklikerwys deur hom of haar verrig is.
- (b) Die takseermeester kan—
  - (i) wanneer hy of sy oortuig is dat aan een of meer vereistes bedoel in item 3(a) nie voldoen is nie, weier om so 'n rekening te takseer;
  - (ii) wanneer hy of sy oortuig is dat gelde in 'n party-en-partykosterekening gevorder word —
    - (aa) vir werk wat nie gedoen is nie;
    - (bb) vir werk waarvoor gelde in 'n prokureur-en-kliëntekosterekening gevorder moet word; of
    - (cc) wat buitensporig hoog is,

die prokureur die vergoeding bedoel in items 1 en 2 van hierdie afdeling ontsê, indien meer as 20 persent van die aantal items in die kosterekening, insluitend uitgawes, of van die totale bedrag van die kosterekening, insluitend uitgawes, afgetakseer word.

**OPMERKING:** Die minimum gelde onder items 1 en 2 is ~~[R284,00]~~R309,50 per item.

#### F - TENUITVOERLEGGING

1. Opstel, uitreiking en uitvoering van 'n lasbrief vir eksekusie en alle opwagtinge in verband daarmee, uitgesonderd baljugelede

	indien nie getakseer nie).....	[R710,00]R772,00
2.	Heruitreiking.....	[R179,00]R194,00"

### Vervanging van reël 71 van die Reëls

21. Reël 71 van die Reëls word hierby deur die volgende reël vervang:

#### "71 Herroeping van reëls

Alle reëls uitgevaardig kragtens 'n by artikel [ses-en-veertig] 46 van die Wet herroep wetsbepaling, of kragtens paragraaf (a) van subartikel (2) van artikel [drie-en-veertig] 43 van die Wet, soos vervang deur artikel [elf] 11 van die Wysigingswet op die Hooggeregshof, 1963 (Wet No. 85 van 1963), waarby die verrigtinge van die onderskeie provinsiale en plaaslike afdelings gereël word, word kragtens subartikel (5) van artikel [drie-en-veertig] 43 van die Wet hierby herroep, behalwe vir sover in die bylae aangedui word."

### Wysiging van die Eerste Bylae by die Reëls

22. Die Eerste Bylae by die Reëls word hierby gewysig—

(a) deur Vorm 1 deur die volgende Vorm te vervang:

#### "VORM 1

#### EDIKTALE DAGVAARDING: VERKORTE VORM VAN PROSESSTRUK

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

In die saak tussen:

..... Eiser

en

..... Verweerder

AAN:

A ..... B ..... (geslag) ..... (beroep)  
voorheen woonagtig te ....., maar wie se huidige verblyfplek  
onbekend is:

NEEM KENNIS dat u, deur middel van 'n dagvaarding wat by hierdie hof uitgeneem is, opgeroep is om kennis te gee, binne .....dae na die publikasie hiervan, aan die griffier

25

en aan die eiser se prokureur, van u voorneme om te verdedig (indien u aldus van voorneme is) in 'n aksie waarin

- (a) .....  
 (b) .....  
 (c) .....

NEEM VERDER KENNIS dat indien u versuim om aldus kennis te gee, uitspraak teen u gedoen kan word sonder verdere verwysing na u.

GEDATEER te ..... hierdie .....dag van .....[19] 20...

.....  
 Griffier van die Hooggeregshof

.....  
 Eiser se Prokureur

Adres vir betekening:

.....  
 .....

(b) deur Vorm 2A deur die volgende Vorm te vervang:

"VORM 2A

**KENNISGEWING VAN AANSOEK OM ONROERENDE GOED VATBAAR VIR  
 UITWINNING INGEVOLGE REËL 46A TE VERKLAAR**

In die Hooggeregshof van Suid-Afrika  
 (..... Afdeling

Saak No. ....

In die aangeleentheid tussen:

..... Applikant  
 en

..... Respondent

Neem asseblief kennis dat die applikant hierin voornemens is om by die bogenoemde Agbare Hof op ..... om ..... of so gou daarna as wat die aangeleentheid aangehoor kan word, aansoek te doen om 'n bevel luidens die volgende

- (a) .....  
 (b) .....  
 (c) .....

En neem kennis dat—

- (a) die beëdigde verklaring van ..... hierby aangeheg, saam met aanhangsels daarby, ter ondersteuning van die aansoek gebruik sal word; en  
 (b) die applikant die adres hieronder aanwys as die adres waar betekening van dokumente in hierdie aansoek aanvaar sal word.

Die/enige respondēt kan die aansoek verdedig of tersaaklike verhoë aan die hof rig. 'n Respondēt wat dit wil doen moet—

- (a) sodanige verdediging of verhoë in 'n beëdigde verklaring uiteensit;
- (b) 'n afskrif van die beëdigde verklaring aan die applikant/prokureur beteken en die oorspronklike liasseer by die griffier van die bogenoemde hof binne 10 dae vanaf betekening van hierdie aansoek kennisgewing;
- (c) saam met betekening en liassering van die beëdigde verklaring, 'n adres binne [15] 25 kilometer van die kantoor van die griffier van die bogenoemde hof en 'n elektroniese posadres, waar beskikbaar aanwys, by enige een waarvan [waar] dokumente aan die respondēt beteken kan word, asook sodanige respondēt se posadresse of faksimile-adresse, waar beskikbaar; en
- (d) voor die bogenoemde hof verskyn op .....
- 'n Respondēt wat die aansoek verdedig moet benewens daardie respondēt se beëdigde verklaring—

- (a) die bewerings deur die applikant gemaak erken of ontken; en
- (b) die redes stel vir die verdediging van die aansoek en die gronde uiteensit waarop die verdediging gegrond is.

Versuim deur 'n respondēt om enige van die dinge in hierdie aansoek kennisgewing genoem te doen, kan daartoe lei dat die hof die bevel waarvoor hierbo gevra word, toestaan.

GEDATEER te ..... hierdie ..... dag van  
..... 20.....

.....  
Applikant/sy of haar prokureur

Adres: .....

Aan: Die Griffier van die Hooggeregshof

En aan:

..... Respondēt

Adres: .....

....."

- (c) deur Vorm 3 deur die volgende Vorm te vervang:

**"VORM 3**  
**DAGVAARDING: VOORLOPIGE VONNIS**  
**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(..... AFDELING)

27

In die saak tussen:

..... Eiser

en

..... Verweerder

Aan die balju:

STEL A ..... B ..... (geslag),  
 ..... (beroep), van ..... ( woon- of  
 besigheidsplek) hierna die verweerder genoem, in kennis:

(1) dat hy of sy hierby opgeroep word om onmiddellik aan C .....  
 D ..... (geslag) ..... (beroep), van ..... ( woon-  
 of besigheidsplek) .....(hierna die eiser genoem) 'n bedrag van  
 ..... moet betaal tesame met rente daarop bereken teen ..... persent per jaar  
 vanaf ....., deur die eiser gevorder op grond van ..... (sit die skuldoorsaak  
 hier uiteen) ..... 'n afskrif van welke dokument hierby aangeheg is;

(2) dat by versuim van betaling, hy of sy hierby opgeroep word om voor hierdie hof  
 persoonlik of deur 'n advokaat of deur 'n prokureur wat kragtens artikel 4(2) van die Wet  
 op die Reg op Verskyning in Howe, 1995 (Wet No. 62 van 1995), die reg op verskyning in  
 die Hooggeregshof het, te ..... op ..... die ..... dag van  
 ..... [19] 20.... om ..... (tyd) in die voormiddag (of so spoedig daarna as wat die  
 saak verhoor kan word) te verskyn om sy of haar aanspreeklikheid vir die genoemde eis  
 te erken of te ontken en te vermeld waarom die eiendom wat aan die verband onderworpe  
 is, nie uitwinbaar verklaar behoort te word nie;

(3) dat indien hy of sy aanspreeklikheid ontken hy of sy nie later as middag op die  
 ..... dag van ..... [19] 20..... 'n beëdigde verklaring by die griffier van  
 hierdie hof moet indien waarvan hy of sy 'n afskrif aan die eiser se prokureur moet beteken,  
 en waarin hy of sy die gronde van sy of haar verweer teen die eis uiteensit en in die  
 besonder vermeld of hy of sy erken of ontken dat dit sy of haar of sy of haar  
 verteenwoordiger se handtekening is wat op die genoemde ..... verskyn, en as dit sy  
of haar verteenwoordiger s'n is, of hy of sy dié se magtiging erken of ontken.  
 EN STEL die genoemde verweerder verder in kennis dat indien hy of sy nie die voormelde  
 bedrag en rente onmiddellik aan die eiser betaal nie en indien hy of sy (die genoemde  
 verweerder) ook versuim om 'n beëdigde verklaring soos hierbo bedoel, in te dien en voor  
 hierdie hof op die bogemelde tyd te verskyn, voorlopige vonnis onverwyld met koste teen  
 hom of haar toegestaan kan word en die eiendom wat aan die verband onderhewig is,  
 uitwinbaar verklaar kan word, maar dat by betaling van die genoemde bedrag, rente en  
 koste, hy of sy geregtig sal wees om sekuriteit vir die terugbetaling daarvan te eis vir geval  
 die vonnis daarna tersyde gestel sou word.

28

EN beteken 'n afskrif van hierdie dagvaarding en van die genoemde ..... aan die verweerder en lewer dan hierdie dagvaarding aan die griffier terug met u relaas van wat u daaromtrent gedoen het.

GEDATEER te ..... hierdie ..... dag van .....  
[19] 20.....

.....  
Griffier van die Hooggeregshof

.....  
Eiser se prokureur

Adres vir betekening:

.....  
.....  
.....";

(d) deur Vorm 7 deur die volgende Vorm te vervang:

**"VORM 7  
KENNISGEWING AAN DERDE PARTY**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

In die aangeleentheid tussen:

..... Eiser

en

..... Verweerder

en

..... Derde Party

**AAN DIE BOGENOEMDE DERDE PARTY:**

NEEM KENNIS dat die bogenoemde eiser 'n geding teen die bogenoemde verweerder ingestel het vir die regshulp in die dagvaarding uiteengesit, 'n afskrif waarvan hiermee aan u beteken word.

Die bogenoemde verweerder eis 'n bydrae of skadeloosstelling (of so 'n ander grond as wat voldoende is om 'n derdepartykennisgewing te regverdig) op die gronde in die aanhangsel hiervan uiteengesit.

As u daardie gronde betwis of die vordering van die eiser teen die verweerder betwis, moet u binne ..... dae kennis gee van u voorneme om te verdedig. Die kennisgewing moet skriftelik wees en by die griffier ingedien word en 'n afskrif daarvan moet aan die bogenoemde verweerder by die adres onderaan hierdie kennisgewing vermeld, beteken word. Daarin moet 'n adres (nie synde 'n posbus of poste restante nie) soos in reël 6(5)(b) bedoel vir die betekening aan u van kennisgewings en dokumente in die geding, aangegee word. Binne 20 dae nadat u aldus kennis gegee het, moet u 'n pleit op die eiser se vordering teen die verweerder of 'n pleit op die verweerder se vordering teen u, of beide sodanige pleite, indien.

GEDATEER te ..... hierdie ..... dag van ..... [19]  
20.....

.....  
Verweerder se Prokureur (Adres)

Aan .....

en aan .....

Eiser se Prokureur,  
(Adres)";

(e) deur Vorm 8 deur die volgende Vorm te vervang:

**"VORM 8  
KENNISGEWING AAN BEWEERDE VENNOOT**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saakno.....

In die aangeleentheid tussen:

..... Eiser

en

..... Verweerder

Aan: A ..... B .....

NEEM KENNIS dat 'n aksie deur bogenoemde eiser teen bogenoemde verweerder om die bedrag van ..... ingestel is en dat daar beweer word dat bogenoemde verweerder 'n vennootskap is waarvan u vanaf ..... tot ..... 'n vennoot was.

Indien u dit betwis dat u 'n vennoot was of indien u beweer dat geen aanspreeklikheid as vennoot in bogenoemde tydperk teen u ontstaan het nie, moet u binne 10 dae na die betekening van hierdie kennisgewing kennis gee van voorneme om te verdedig. Nadat u aldus kennis gegee het, sal 'n afskrif van die dagvaarding wat aan bogenoemde verweerder beteken is, aan u beteken word.

Om aldus kennis te gee, moet u 'n kennisgewing waarin vermeld word dat u voornemens is om te verdedig by die griffier indien en 'n afskrif daarvan aan die eiser by die adres hier onderaan vermeld, beteken. In u kennisgewing moet 'n adres (nie synde 'n posbus of poste restante nie) soos in reël 6(5)(b) bedoel vir die betekening aan u van kennisgewings en dokumente in die aksie, aangegee word. Tensy u al hierdie dinge doen, sal u kennisgewing ongeldig wees.

Daarna moet u 'n pleit indien waarin u kan betwis dat u 'n vennoot was of kan aanvoer dat die hierbo beweerde tydperk nie ter sake is nie of dat die verweerder aanspreeklik is, of al drie hierdie verwere.

Indien u nie aldus kennis gee nie sal dit u nie vrystaan om enige van bogenoemde verwere te opper nie. Indien die genoemde verweerder aanspreeklik bevind word, sal u blootstaan aan die uitreiking van 'n lasbrief vir uitwinning teen u indien die verweerder se bates uitgewin is en onvoldoende is.

GEDATEER te ..... hierdie ..... dag van ..... [19]  
20.....

Prokureur vir .....

.....  
.....

(Adres)

(N.B. In aansoekverrigtinge moet hierdie vorm paslik gewysig word.);

(f) deur Vorm 11 deur die volgende Vorm te vervang:

**"VORM 11  
BLOOTLEGGING – VORM VAN BEËDIGDE VERKLARING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

31

(..... AFDELING)

Saak No. ....

In die saak tussen:

A.B. .... Eiser

en

C.D. .... Verweerder

Ei, C.D., die bogenoemde verweerder, verklaar onder eed:

(1) Ek het in my besit of onder my beheer die dokumente betreffende die geskilpunte in hierdie aksie wat in die eerste en tweede dele van die eerste aanhangsel hiervan aangegee word.

(2) Ek maak beswaar teen die blootlegging van die dokumente in die tweede deel van die aanhangsel aangegee.

(3) My beswaar berus daarop dat ..... (vermeld hier op watter gronde die beswaar gemaak word en bevestig die feite sover moontlik).

(4) Ek het die dokumente betreffende die geskilpunte in hierdie aksie wat in die tweede aanhangsel aangegee word, in my besit of onder my beheer gehad maar nie nou meer nie.

(5) Laasgenoemde dokumente was laas in my besit of onder my beheer..... (vermeld wanneer).

(6) Die ..... (vermeld hier wat van laasgenoemde dokumente geword het en in wie se besit hulle nou is).

(7) Na die beste van my wete het ek geen ander dokument of afskrif of uittreksel daarvan wat betrekking het op enige geskilpunt in hierdie aksie, as dié in die eerste en tweede aanhangsels hiervan aangegee, nou in my besit, bewaring of beheer of in die besit, bewaring of beheer van my prokureur of gevolmagtigde nie, of van enige ander persoon namens my nie, en ek het ook nooit gehad nie.

GEDATEER te ..... hierdie ..... dag van .....  
[19] 20 .....

.....  
Verweerder”;

(g) deur Vorm 12 deur die volgende Vorm te vervang:

**“VORM 12  
KENNISGEWING INGEVOLGE REËL 35(5)**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No. ....

In die saak tussen:

A. B. .... Eiser

en

C. D. .... Verweerder

Aan: .....

Geliewe kennis te neem dat die bogenoemde eiser verlang dat u binne 15 dae by die ondergemelde adres 'n skriftelike verklaring aflewer waarin uiteengesit word watter dokumente van die volgende aard u tans in u besit het of voorheen gehad het:

- (a) .....
- (b) .....
- (c) .....
- (d) .....

In die verklaring moet u breedvoerig aangee watter dokumente nog in u besit is. Indien u nie meer enige van sodanige dokumente wat voorheen in u besit was, het nie, moet u meld in wie se besit hulle nou is.

Indien u versuim om die kennisgewing binne die voormelde tydperk af te lewer, sal aansoek by die hof gedoen word om 'n bevel waarby u verplig word om dit te doen en u gelas word om die koste van die aansoek te betaal.

GEDATEER te ..... hierdie dag van .....  
[19] 20 .....

.....  
Eiser se prokureur  
(Adres)";

(h) deur Vorm 13 deur die volgende Vorm te vervang:

**"VORM 13  
BLOOTLEGGING – KENNISGEWING OM VOOR TE LÊ**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No. ....

In die aangeleentheid tussen:

..... Eiser

33

en

..... Verweerder

NEEM KENNIS dat die ..... (eiser of verweerder) verlang dat u binne vyf dae die volgende dokumente wat in u beëdigde verklaring gedateer die .....dag van .....[19] 20 .... aangegee word, ter insae voorlê.

(Beskryf dokumente verlang)

GEDATEER te ..... hierdie ..... dag van ..... [19] 20

.....

.....  
Prokureur vir.....  
.....  
.....

(Adres)

Aan: .....

Prokureur vir die .....

.....  
.....

(Adres)";

(i) deur Vorm 14 deur die volgende Vorm te vervang:

**"VORM 14****BLOOTLEGGING – KENNISGEWING DAT DOKUMENTE INGESIEN KAN WORD**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(..... AFDELING)

Saak No .....

In die saak tussen:

..... Eiser

en

..... Verweerder

34

NEEM KENNIS dat u die dokumente in u kennisgewing van die ..... dag van ..... [19] 20..... genoem, by my kantoor of te ..... tussen die ure van ..... en ..... op die volgende dae kan insien.

(of)

Dat die (eiser of verweerder) beswaar maak teen die voorlegging van die dokumente in u kennisgewing van die ..... dag van ..... [19] 20... genoem, vir insae deur u, op grond daarvan dat ..... (Vermeld die gronde)

GEDATEER te ..... hierdie ..... dag van ..... [19] 20 .....

.....  
Prokureur vir .....  
(Adres)

Aan: .....  
Prokureur vir die .....  
(Adres)";

(j) deur Vorm 15 deur die volgende Vorm te vervang:

**"VORM 15  
BLOOTLEGGING – KENNISGEWING OM DOKUMENTE IN PLEITSTUKKE ENS,  
VOOR TE LÊ**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No .....

In die saak tussen:

..... Eiser

en

..... Verweerder

NEEM KENNIS dat die eiser (of verweerder) verlang dat u hom of haar ter insae die volgende dokumente in u ..... (deklarasie of pleit of beëdigde verklaring) genoem, voorlê.

.....  
.....

(Beskryf dokumente vereis)

GEDATEER te ..... hierdie ..... dag van  
 ..... [19] 20 .....

.....  
 Prokureur vir .....  
 (Adres)

Aan: .....  
 Prokureur vir die .....  
 (Adres)";

(k) deur Vorm 16 deur die volgende Vorm te vervang:

**"VORM 16  
 DAGVAARDING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
 (..... AFDELING)

Saakno.....

In die aangeleentheid tussen:

.....  
 Eiser

en

.....  
 Verweerder

Aan die balju of adjunk:  
 STEL:

.....  
 .....

*(Vermeld naam, [geslag,] beroep en besigheids- of woonplek van elke getuie)*  
 in kennis dat elkeen van die persone hierby gelas word om persoonlik voor die  
 bogenoemde hof te ..... te verskyn op ..... die  
 ..... dag van ..... 20....., om ..... (tyd) en om daarna aanwesig  
 te bly totdat die persoon deur die hof verskoon word, ten einde getuie af te lê namens  
 die bogemelde eiser/verweerder aangaande sake waarvan die persoon kennis dra  
 betreffende 'n aksie nou in die genoemde hof hangende, waarin die eiser van die  
 verweerder

- (1) .....
  - (2) .....
  - (3) .....
- Vorder.

**EN STEL [elk van die genoemde persone in kennis dat daar van] ELK VAN DIE  
GENOEMDE PERSONE IN KENNIS DAT:**

CONTINUES ON PAGE 130 OF BOOK 2

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[die] Die persoon verlang word om die volgende dokumente of voorwerpe beskikbaar te stel:

- (1) .....  
 (2) .....  
 (3) .....

By die aanhoor van die saak, kan die vermelde persoon/persone aanspraak maak op privilegie wanneer hy of sy geroep word om getuienis te lewer ten opsigte van die getuienis wat aangebied staan te word en/of die dokumente of goed wat verstrekk staan te word, maar sodanige dokumente en/of goed wat hierin gelys word, moet na die Hof gebring word en moet in daardie persoon se besit wees hangende die vasstelling van enige aanspraak op privilegie.

Daardie persoon of persone kan afstand doen van privilegie, maar indien die persoon voornemens om op privilegie aanspraak te maak ten opsigte van die verstrekking van enige dokument of goed, moet die vermelde persoon die party wat die dagvaarding laat uitreik het, so gou as moontlik voor die verhoordatum, inlig van die aard van privilegie waarop aanspraak gemaak word.

EN STEL elk van die genoemde persone verder in kennis dat die persoon in geen omstandighede moet versuim om aan hierdie getuedagvaarding te voldoen nie aangesien die persoon daardeur aan 'n boete of gevangenisstraf van hoogstens drie maande blootgestel kan word.

Gedateer te ..... op hede die ..... dag van .....  
 20.....

.....  
 Griffier van die Hooggeregshof

.....  
 Eiser/Verweerde/Prokureur".

(/) deur Vorm 18 deur die volgende Vorm te vervang:

**"VORM 18  
 LASBRIEF TOT UITWINNING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
 (..... AFDELING)

Saak No .....

In die saak tussen:

..... Eiser

en

..... Verweerder

Aan die balju vir die distrik .....

U word hierby gelas om op die roerende goed van....., die bogenoemde verweerder van .....(adres)....., beslag te lê en dit by openbare veiling uit te win tot 'n bedrag van .....tesame met rente daarop teen ..... persent per jaar vanaf die .....dag van .....[19] 20.... plus die bedrag van .....vir die getakseerde koste en uitgawes van die genoemde.....(eiser) wat hy of sy by uitspraak van hierdie hof gedateer die .....dag van ..... [19] 20.....in die bogenoemde saak verhaal het, en ook alle ander koste en uitgawes van die eiser in die genoemde saak wat hierna regtens behoorlik getakseer word, benewens al u koste daarby aangegaan.

Betaal verder aan die genoemde .....of sy prokureur die bedrag of bedrae aan hom of haar verskuldig met koste soos voormeld. WAARVOOR dit u lasbrief is.

En lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

GEDATEER te ..... hierdie ..... dag van .....  
[19] 20 ....

.....  
Griffier van die Hooggeregshof

.....  
Eiser se Prokureur  
(Adres)";

(m) deur Vorm 19 deur die volgende Vorm te vervang:

**"FORM 19  
VORM VAN SEKERHEIDSTELLING INGEVOLGE REËL 45(5)**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No .....

In die saak tussen:

..... Eiser

en

..... Verweerder

NADEMAAL uit hoofde van 'n sekere lasbrief van die Hooggeregshof van Suid-Afrika, .....Afdeling, gedateer die .....dag van .....[19] 20....., uitgereik op instansie van A.B. teen C.D. van ....., die balju die ondergenoemde artikels geneem en daarop beslag gelê het, naamlik:

10 osse  
1 ploeg  
1 eg  
ens., ens., ens.

DERHALWE verbind ons, die genoemde C.D. en G.H., van ..... 'n .....(beroep), as borg vir hom of haar, onself gesamentlik en afsonderlik deur hierby teenoor die genoemde balju of sy of haar sessionarisse, regverkrygendes of opvolgers, te onderneem dat die genoemde goed nie verwyder sal word nie maar in die besit van die genoemde C.D. onder beslaglegging sal bly en aan die genoemde balju (of ander persoon deur hom of haar gemagtig om dit te ontvang) oorhandig sal word op die .....dag van .....[19] 20.....(die dag vir die verkoping bepaal) of op enige ander dag wanneer dit benodig mag word vir verkoping, tensy die genoemde beslaglegging regtens opgehef word. Vir die geval dat hierdie onderneming nie nagekom word nie, verbind ek, die genoemde G.H., myself en my goed hierby, ter betaling van die bedrag van .....(geskatte waarde van die inbeslaggenome goed) aan die genoemde balju, sy of haar sessionarisse, regverkrygendes of opvolgers, ten behoeve van die genoemde A.B. As getuie waarvan ons, die genoemde C.D. en G.H., hierdie stuk onderteken op hierdie .....dag van .....[19] 20.....

GEDATEER te ..... hierdie ..... dag van ..... [19] 20 .....

C.D.  
Vonnisskuldenaar

G.H.  
Borg

.....  
Adjunk-balju

#### OORDRAG VAN BORGAKTE

Ek, ....., in my hoedanigheid as balju vir die distrik ....., sedeer en dra aan A.B. oor al my regte, titel en belang in die voorgaande borgakte.

Onderteken deur my in die teenwoordigheid van die ondergetekende getuies te .....hierdie .....dag van ..... [19] 20.....

39

Adjunk-balju .....

As getuies:

1. ....
2. ....";

(n) deur Vorm 20 deur die volgende Vorm te vervang:

**"VORM 20  
LASBRIEF TOT BESLAGLEGGING – ONROERENDE GOED**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No. ....

In die saak tussen:

..... Eiser

en

..... Verweerder

Aan die adjunk-balju vir:

Die distrik van .....

NADEMAAL u gelas is om die bedrag van .....in te vorder ter voldoening van 'n vonnisskuld en koste deur A.B. teen die genoemde C.D. in hierdie hof op die .....dag van ..... [19] 20....., verkry.

EN NADEMAAL u in u relaas vermeld het dat ..... (gee hier die balju se relaas op die lasbrief teen roerende goed).

DERHALWE word u gelas om op die onroerende goed van die genoemde C.D., synde .....(gee hier 'n beskrywing van die eiendom) ..... beslag te lê en dit uit te win om daaruit die bedrag van ..... tesame met die koste hiervan en van die vorige lasbrief ten bedrae van ..... en u uitgawes in verband daarmee te verkry en om daarna met die opbrengs ooreenkomstig Hofreël 45 te handel.

WAARVOOR dit u lasbrief is,

GEDATEER te..... hierdie ..... dag van ..... [19]  
20 .....

.....  
Griffier van die Hooggeregshof

.....  
 .....  
 Eiser se Prokureur  
 (Adres)"; en

(o) deur Vorm 21 deur die volgende Vorm te vervang:

**"VORM 21  
 VERKOOPSVOORWAARDES BY UITWINNING VAN ONROERENDE GOED**

*Insake:*

.....Uitwinningskuldeiser

en

.....Vonnisskuldenaar

Die onroerende eiendom (hierna die "eiendom" genoem) wat te koop aangebied sal word op die ..... dag van..... 20 , bestaan uit:

.....

Die verkoping sal volgens die volgende voorwaardes gehou word::

1. Die verkoping word behoudens die bepaling van die Eenvormige Hofreëls en alle ander toepaslike wetsbepalinge gehou word.
2. Die eiendom sal deur die balju van ..... te ..... aan die hoogste bieder sonder 'n reserweprys/onderhewig aan 'n reserweprys van ..... verkoop word.
3. Die verkoping geskied in rande en geen bod van minder as eenduisend rand sal aanvaar word nie.
4. Indien 'n geskil betreffende 'n bod ontstaan, kan die eiendom weer vir verkoping aangebied word.
5. (a) Indien die balju 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie maar kan dit reggestel word.  
 (b) Indien die balju vermoed dat 'n bieder nie in staat is om of die deposito wat in voorwaarde 7 genoem word of die balans van die koopprys te betaal nie, kan die balju weier om die bod van so 'n bieder te aanvaar of kan hy dit voorwaardelik

aanvaar totdat die bieder die balju oortuig dat die beider in staat is om die deposito en die balans van die koopprys te betaal.

(c) By die weiering van 'n bod in die omstandighede in paragraaf (b) bedoel, kan die eiendom onmiddellik weer vir verkoping aangebied word.

6. (a) Die koper moet so spoedig doenlik na die verkoping en onmiddellik wanneer deur die balju versoek, hierdie voorwaardes onderteken.

(b) Indien die koper as verteenwoordiger koop, moet die koper die naam van die prinsipaal of persoon namens wie die eiendom gekoop word, bekendmaak.

7. (a) Die koper moet 'n deposito van 10 persent van die koopprys kontant of per bankgewaarborgde tjek op die dag van die verkoping aan die balju betaal.

(b) Die balans word teen transport betaal en verseker deur 'n waarborg uitgereik deur 'n finansiële instelling deur die vonnisskuldeiser of sy of haar prokureur goedgekeur, en die waarborg moet binne ..... dae na die datum van die verkoping aan die balju verstrek word.

8. (a) As die koper versuim om enige verpligting van die koper ingevolge die verkoopsvoorwaardes na te kom, kan die koop summier deur 'n regter op grond van 'n verslag van die balju en na behoorlike kennisgewing aan die koper, gekanselleer word en die eiendom kan weer te koop aangebied word.

(b) Indien die omstandighede in paragraaf (a) voorkom, is die koper aanspreeklik vir verliese gelyk vanweë sodanige versuim en dit kan op aansoek van 'n benadeelde skuldeiser [**wie se naam op die balju se distribusierekening verskyn**] in subparagrafe (i) en (ii) van Reël 46(14)(c) bedoel, van die koper verhaal word kragtens vonnis van 'n regter wat op grond van 'n skriftelike verslag van die balju gegee word nadat die koper skriftelik in kennis gestel is dat so 'n verslag vir daardie doel voor die regter gelê sal word.

(c) As die koper reeds in besit van die eiendom is, kan die balju met sewe dae kennisgewing by 'n regter 'n bevel kry wat die koper of iemand wat voorgee die eiendom deur die koper te okkupeer of die eiendom andersins okkupeer, uitsit..

9. (a) Die koper moet onmiddellik op aandrang die balju se kommissie betaal, wat soos volg bereken word:.....;

(b) Die koper is aanspreeklik om, binne 10 dae nadat die koper deur die aangestelde aktebesorger versoek is om dit te doen, die volgende te betaal:

(i) Alle bedrae verskuldig aan die munisipaliteit wat die eiendom bedien, ingevolge die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet 32 van 2000), vir

munisipale diensgelde, ekstra betalings op gelde, eiendombelasting en ander munisipale belastings, heffings en regte wat aan 'n munisipaliteit verskuldig kan wees, en waar van toepassing;

(ii) Alle heffings verskuldig aan 'n regs persoon ingevolge die Wet op Deeltitels, 1986 (Wet 95 van 1986) of bedrae verskuldig aan 'n huiseienaars- of ander vereniging wat dienste aan die eiendom lewer.

(iii) Die koste van transport, met inbegrip van aktebesorgingsgeld, hereregte en enige ander bedrag nodig vir die oordrag van transport na die koper.

10. (a) Die eiendom kan na ondertekening van verkoopsvoorwaardes, betaling van die deposito en wanneer die balans van die koopprys ingevolge voorwaarde 7(b) gewaarborg is in besit geneem word.

(b) Indien die koper besit van die eiendom neem, is die koper aanspreeklik vir okkupasiehuur teen die koers van R ..... per maand van ..... tot datum van transport.

(c) Wanneer die koper besit (okkupasie) neem, is die eiendom op die risiko en tot voordeel van die koper.

(d) Die vonnisskuldeiser en die balju gee geen waarborg dat die koper persoonlike en/of vakante okkupasie van die eiendom sal kan kry nie of dat die eiendom nie geokkuppeer is nie.

11. (a) Die koper is geregtig om onverwyld transport te kry by betaling van die hele koopprys en by voldoening aan voorwaarde 9. Anders sal transport gegee word eers nadat die koper voorwaardes 7 en 9 hiervan nagekom het.

(b) Indien die transport deur die koper verplaas word, is die koper aanspreeklik vir rente teen die koers van ..... persent per jaar op die koopprys.

12. (a) Die balju kan eis dat enige verbetering op die verkoopte eiendom onmiddellik deur die koper vir die volle waarde daarvan verassureer word, bewys van assuransië aan die balju gegee word en sodanige assuransiëpolis van krag gehou word totdat transport geregistreer is.

(b) Sou die koper versuim om aan die verpligtinge in paragraaf (a) te voldoen, kan die balju die nodige assuransië uitneem en die koste van daardie assuransië sal op die koper se koste wees.

13. (a) Die eiendom word verkoop soos deur die titelaktes en kaart of deelplan voorgestel, behoudens alle serwitute en voorwaardes van vestiging, watter ook al op die eiendom van toepassing is.

(b) Die balju is nie aanspreeklik vir enige tekort wat op die eiendom gevind mag word nie.

14. Die vonnisskuldeiser stel 'n aktebesorger aan om die transport van die eiendom na die koper te behartig: Met dien verstande dat die balju geregtig sal wees om 'n nuwe aktebesorger aan te stel sou die aktebesorger deur die vonnisskuldeiser aangestel nie betyds of bevredigend met die transport voortgaan nie.

Te ..... hierdie ..... dag van .....  
20.....

.....Balju

Ek sertifiseer dat die voormelde eiendom vandag vir .....  
aan ..... in my teenwoordigheid verkoop is:  
.....  
.....  
.....

Ek, die ondergetekende, ....., woonagtig te ..... in die  
distrik ..... verbind my hierby as koper van die voormelde eiendom om  
die koopprys te betaal en om al die bogenoemde voorwaardes na te kom.”

#### Wysiging van die Tweede Bylae by die Reëls

23. Die Tweede Bylae by die Reëls word hierby gewysig—

(a) deur Vorm A deur die volgende Vorm te vervang:

**"VORM A  
LASBRIEF TOT UITWINNING – ROERENDE GOED, VOORLOPIGE VONNIS**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No .....

In die saak tussen:

A .B. .... Eiser

en

C.D. .... Verweerder

Aan die balju:

Vir die distrik .....

U word hierby gelas om op die roerende goed van C.D., die bogenoemde verweerder, van .....(adres) .....beslag te lê en dit by openbare veiling uit te win tot die bedrag van ..... tesame met rente daarop teen ..... persent per jaar vanaf die .....dag van .....[19] 20..... en die bedrag van .....vir die getakseerde koste en uitgawes van die genoemde A.B. wat hy of sy by voorlopige vonnis van hierdie hof verhaal het op die .....dag van .....[19] 20....., asook alle ander koste en uitgawes van die genoemde eiser in die genoemde aksie wat hierna regtens getakseer word, benewens al u koste daarby aangegaan en ook twee rand tien sent as die verweerder sekerheid de restituendo vereis; en verder om aan die genoemde A.B. of sy of haar prokureur die bedrag of bedrae aan hom of haar verskuldig met koste soos voormeld te betaal na die stelling van voldoende sekerheid (indien vereis) deur hom of haar vir die teruggawe daarvan indien die vonnis in die prinsipale saak ter syde gestel word. WAARVOOR dit u lasbrief is.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

GEDATEER te ..... hierdie ..... dag van ..... [19] 20  
.....

.....  
Griffier

.....  
.....  
.....  
Eiser se Prokureurs  
(Adres)";

(b) deur Vorm B deur die volgende Vorm te vervang:

**"VORM B  
LASBRIEF VIR BESLAGLEGGING - VOORLOPIGE VONNIS ONROERENDE GOED  
UITWINBAAR VERKLAAR**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No .....

In die saak tussen:

45

A.B. .... Eiser

en

C.D. .... Verweerder

Aan die balju:

Vir die distrik van .....

U word hierby gelas om beslag te lê op sekere ..... (gee hier die volledige beskrywing van die eiendom) wat by 'n vonnis van hierdie hof gedateer die .....dag van ..... [19] 20..... spesiaal uitwinbaar verklaar is ter betaling van die bedrag ..... en rente daarop teen..... persent per jaar vanaf die ..... dag van ..... [19] 20... tot die datum van betaling wat A.B. by die genoemde voorlopige vonnis van die genoemde C.D. verhaal het, tesame met die bedrag van ..... vir die getakseerde koste en uitgawes van die genoemde A.B. en daarbenewens twee rand tien sent as die verweerder sekerheid de restituendo vereis, en ook die bedrag van ..... synde die getakseerde koste van hierdie lasbrief benewens al u koste daarby aangegaan, en betaal aan die genoemde A.B., of sy of haar prokureur die bedrag of bedrae aan hom of haar verskuldig met koste soos voormeld na die stelling van voldoende sekerheid (indien vereis) deur hom of haar vir die teruggawe daarvan indien die genoemde vonnis in die prinsipale saak ter syde gestel word. WAARVOOR dit u lasbrief is.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

GEDATEER te ..... op hierdie ..... dag van .....  
[19] 20.....

.....  
Griffier

.....  
.....  
.....  
Prokureur vir Eiser.  
(Adres)";

(c) deur Vorm C deur die volgende Vorm te vervang:

**"VORM C  
SEKURITEITSAKTE NA TENUITVOERLEGGING VAN VOORLOPIGE VONNIS  
WANNEER DIE VERWEERDE VOORNEMENS IS OM TOT DIE PRINSIPALE SAAK  
OOR TE GAAN**

NADEMAAL op die .....dag van .....[19] 20..... aan  
 .....(eiser van) ..... deur die .....Afdeling van die  
 Hooggeregshof van Suid-Afrika voorlopige vonnis vir die bedrag van .....met rente en  
 koste teen C.D. toegestaan is en nademaal die balju uit hoofde van die vonnis die bedrag  
 van ..... ingevorder het, en nademaal die  
 genoemde C.D. vereis het dat sekerheid gestel word vir die teruggawe daarvan indien die  
 vonnis in die prinsipale saak ter syde gestel sou word:

SY DIT HIERMEE kennelik dat ek, A.B., van .....verbind is aan C.D. van  
 .....vir die bedrag van ....., betaalbaar aan die genoemde C.D., sy of haar  
 eksekuteurs, administrateurs of regverkrygendes, vir die behoorlike betaling waarvan ek  
 myself, my erfgename, eksekuteurs, administrateurs of regverkrygendes hiermee onder  
 voorwaardelike verpligting stel.

DIE VOORWAARDE van hierdie aanspreeklikheid is dat die genoemde vonnis in die  
 prinsipale saak ter syde gestel word, in welke geval die genoemde balju aan die  
 genoemde C.D., sy erfgename, eksekuteurs, administrateurs of regverkrygendes die  
 bedrag van ..... of so 'n deel daarvan as wat die hof mag vasstel, betaal.

INDIEN die genoemde vonnis bekragtig word of indien die genoemde C.D. nie verskyning  
 om te verdedig binne twee maande vanaf die datum van die voormelde vonnis aanteken  
 nie, sal hierdie akte van nul en gener waarde wees.

GEDATEER te ..... hierdie ..... dag van ..... [19]  
 20....

AS GETUIES:

.....  
 .....  
 .....,

(d) deur Vorm E deur die volgende Vorm te vervang:

**"VORM E  
 LASBRIEF TOT UITSETTING**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
 (..... AFDELING)

Saak No .....

In die saak tussen:

A .B. .... Eiser (Applikant)

en

C .D. .... Verweerder (Respondent)

NADEMAAL A.B., .....(beroep en adres) ..... 'n bevel in die .....Afdeling van die Hooggeregshof van Suid-Afrika op die .....dag van .....[19] 20..... teen C.D. ....(beroep en adres)..... verkry het waarby bevel is dat hy of sy en alle persone wat voorgee dat hulle 'n besitreg van hom of haar afelei, uitgesit word uit ..... (meld eiendom of persele waaruit verweerder gesit moet word) ..... tans geokkupeer deur die genoemde C.D. soos dit uit die stukke blyk

DERHALWE word u gelas om die genoemde C.D. en alle persone wat voorgee dat hulle 'n besitreg van hom of haar afelei, en sy of haar goedere en besittings, uit te sit uit die grond of perseel en dit dan te verlaat sodat die genoemde A.B. dit vreedsaam kan betrek en in besit kan neem.

GEDATEER te ..... hierdie ..... dag van ..... [19] 20  
.....

Griffier

.....  
.....  
.....

Eiser se prokureurs  
(Adres)";

(e) deur Vorm F deur die volgende Vorm te vervang:

**"VORM F  
LASBRIEF TOT GEVANGESSETTING WEENS MINAGTING VAN DIE HOF**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(..... AFDELING)

Saak No .....

In die saak tussen:

A .B. .... AppliKant

en

C.D. .... Respondent

(1) Aan die Balju van die Provinsie ..... of **[sy]** die wettige adjunk.  
NADEMAAL dit volgens die stukke blyk dat hierdie hof op die .....dag van .....[19] 20 ..... 'n bevel toegestaan het:  
(verstrek besonderhede van hofbevel)

EN NADEMAAL dit verder volgens die stukke blyk dat hierdie hof op die .....dag van .....[19] 20.....'n bevel toegestaan het vir die gevangesetting van die respondent weens minagting van die hof deurdat hy of sy versuim het om aan die voormelde hofbevel te voldoen, op die volgende wyse:

(Meld hier op welke wyse hy of sy versuim het)

WORD u hierby gelas om C.D. van ..... in die Provinsie ....., indien hy of sy in daardie provinsie gevind word, te neem en hom of haar aan die bewaarder van die gevangenis van die distrik waarin hy of sy gevind word, tesame met 'n behoorlik gewaarmerkte afskrif van hierdie lasbrief te oorhandig, waar hy of sy veilig aangehou moet word vir 'n tydperk van ..... vanaf die datum waarop hy of sy kragtens hierdie lasbrief in genoemde gevangenis aangehou word, of totdat hy of sy op 'n ander wyse regtens ontslaan word.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

(2) Aan die Bevelvoerder van die Gevangenis aan wie die balju hierdie lasbrief oorhandig:

U word hierby gelas om genoemde C.D. te ontvang en hom of haar veilig aan te hou vir 'n tydperk van .....vanaf die datum waarop die genoemde C.D. kragtens hierdie lasbrief in genoemde gevangenis ontvang word of totdat hy of sy andersins regtens ontslaan word.

GEDATEER te ..... hierdie ..... dag van ..... [19] 20.....

Griffier

.....  
.....  
Eiser se Prokureurs";

(f) deur Vorm H deur die volgende Vorm te vervang:

**"VORM H**  
**LASBRIEF TOT BESLAGLEGGING OM JURISDIKSIE TE VESTIG**  
**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**  
(..... AFDELING)

Saak No .....

In die saak tussen:

A .B ..... Eiser

en

C.D. .... Verweerder

Aan die balju vir die distrik .....

U word hierby gelas ingevolge 'n bevel van die ..... Afdeling van die Hooggeregshof van Suid-Afrika, gedateer die ..... dag van ..... [19] 20..... om onverwyld beslag te lê op ..... (meld eiendom) ..... tans te ..... (adres) ....., vir die vestiging van jurisdiksie van die genoemde hof in die aksie van A.B. teen C.D. van ..... (adres van respondent) ..... vir ..... (meld skuldoorsaak) .....; waarvoor dit u lasbrief is.

EN lewer hierdie lasbrief terug met 'n relaas van wat u daaromtrent gedoen het.

GEDATEER te ..... op hierdie ..... dag van ..... [19] 20.....

.....  
Griffier

.....  
Applikant se Prokureur  
(Adres)

OPMERKING: Die balju kan nie bloot uit hoofde van die hofbevel beslag lê nie; daar moet 'n lasbrief soos hierbo aan hom of haar gegee word";

(g) deur Vorm I deur die volgende Vorm te vervang:

**"VORM I  
WAARMERKING VAN HANDTEKENING**

**AAN WIE DIT MAG AANGAAN:**

Ek (griffier se volle naam), Griffier van die Hooggeregshof van Suid-Afrika, .....Afdeling, sertifiseer hierby dat .....(notaris of prokureur se volle naam) ..... wie se handtekening op die aangehegte dokument gemerk A, verskyn, 'n notaris of prokureur is wat kragtens wettige gesag behoorlik ingesweer en toegelaat is\* en wat as sodanig in hierdie provinsie praktiseer en dat alle aktes, stukke, dokumente en geskrifte deur hom of haar in daardie hoedanigheid onderteken as volkome betroubaar en geloofwaardig beskou word in hierdie provinsie, sowel in die hof as daarbuite.

GEGEE onder my hand en ampseël te .....in die Provinsie .....op hierdie .....dag van .....in die jaar [eenduisend negehoonderd] tweeduisend .....

50

.....  
Griffier van die Hooggeregshof van Suid-Afrika (Seël)

.....  
Afdeling

\* Indien die notaris of prokureur 'n beëdigde verklaring afgeneem het, voeg by "en as sodanige Kommissaris van Ede."; en

(h) deur Vorm J deur die volgende Vorm te vervang:

**"FORM J**

**SERTIFIKAAT VAN BETEKENING VAN BUITELANDSE PROSESSTUKKE**

Ek, ....., Griffier van die ..... Afdeling van die Hooggeregshof van Suid-Afrika, verklaar hierby dat die volgende stukke aangeheg is:

- (1) die oorspronklike versoek om betekening van 'n prosesstuk of sitasie ontvang van ..... (staat, gebied of hof) in die saak tussen .....en .....
- (2) die prosesstuk wat die versoek vergesel het;
- (3) die bewys van betekening aan ....., die persoon in die versoek om betekening genoem, tesame met die bevestigende sertifikaat van .....

Ek verklaar ook dat die betekening en die bewys daarvan voldoen aan die praktyk en reëls van hierdie Afdeling van die Hooggeregshof van Suid-Afrika.

Ek verklaar verder dat die koste van die betekening, behoorlik deur die takseermeester van hierdie Afdeling bevestig, die som van R..... bedra.

GEGEE ONDER MY HAND EN AMPSEËL, TE ..... OP HIERDIE  
.....DAG VAN ..... [19] 20.....

.....  
Griffier van die Hooggeregshof van Suid-Afrika (Seël)

.....  
Afdeling".

**Inwerkingtreding**

24. Hierdie reëls tree in werking op 19 Junie 2023.