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**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

CASE NO: 2023-0027101

- | | |
|-----|---|
| (1) | REPORTABLE: YES / NO |
| (2) | OF INTEREST TO OTHER JUDGES: YES/ NO |
| (3) | REVISED. |

21 June 2024

DATE

.....

SIGNATURE

In the matter between:

SETSO PROPERTY FUND (PTY) LTD Applicant

And

THABISO RINCE RICHARD MANAMA Respondent

JUDGMENT

CORAM: LIEBENBERG AJ:

[1] On or about 25 August 2021, the parties concluded a written agreement of purchase and sale ("*the agreement*") in respect of a residential unit in a building, which was being developed at the time by the applicant, being unit 4[...] in a building known as 2[...] F[...] ("*the property*"). At issue is the fulfilment of a suspensive condition pertaining to the respondent being able to raise a loan with a stipulated

time. The applicant contends the suspensive condition had been fulfilled, whereas the respondent argues otherwise.

Factual background

[2] Following the rules to be adopted in applications for final relief,¹ I accept that relevant background facts to include:

[2.1] The respondent wished to purchase a bolthole in the Sandton area, and after a previous transaction failed, he was introduced to the applicant's development of the building referred to above.

[2.2] I accept the respondent's version² that he and the applicant concluded a sale agreement in respect of the property on or about 4 May 2021, which agreement was subject to the suspensive condition that the respondent obtains, by no later than 2 June 2021, bond finance approval in the amount of R 1 285 000.00. I also accept the respondent's version that the parties entered into an addendum to extend the date for the fulfilment of the suspensive condition to 17 June 2021. By all accounts, this transaction did not eventuate.

[2.3] On or about 4 August 2021 the respondent obtained a "*Quotation and pre-agreement statement*" evidencing Standard Bank's ("*the Bank*") confirmation that a loan for R 1 285 000.00 has been granted in respect of the property "*purchased on 2019-05-14*" ("*the Bank's statement*"). The Bank's statement, which was delivered to the applicant on the date of its issue, contains reference to the costs of the agreement, which is made up by the principal debt, the total service fee over the term of the loan, the total interest over the term of the loan, and a credit cost multiple. The import of the terms of this document forms the nub of the dispute between the parties.

[2.4] The terms of the agreement, which was concluded on or about 25 August 2021, are not in issue.

[2.5] On or about 1 December 2022, the respondent took occupation of the property.

¹ Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd 1984 (3) SA 623 (A) at 634H–635C

² The deponent to the replying affidavit states that the applicant has no record of this agreement, which is not annexed to the answering affidavit.

[2.6] In an email dated 1 February 2023, addressed to the Bank's bond attorneys, the respondent "*humbly request that my bond be cancelled as I am financially unable to continue with the commitment I am aware that there are penalties which you might charge me (and you are at liberty to do so), and I am willing to take full responsibility of these as a result of my request for the bond to be cancelled.*"

[2.7] The applicant's attorneys, in their letter dated 22 February 2023, conveyed to the respondent the applicant's election not to accept what it regarded to be the respondent's repudiation of the agreement, and its intention to hold the respondent to the terms thereof.

[2.8] Also during February 2023, the respondent relinquished occupation of the property and handed back the keys to the applicant.

[2.9] By letter dated 20 February 2023, the Bank advised that the respondent had advised it "*that he is no longer proceeding with the Home Loan application number 67736810 due to change of financial circumstances.*"

[2.10] On or about 9 March 2023 the respondent paid the wasted costs of the bond attorneys.

[3] The agreement consists of two documents: a "*Schedule of Particulars*" and, as Annexure 1 thereto, the "*Terms and Conditions of Sale*".

[4] The relevant clauses of the Schedule of Particulars are:

- "7. The Purchase Price for the property ... is the amount of R 1 295 000.00 (One Two Nine Five Zero Zero Zero Rand only) (including VAT).**
- 8. Deposit payable on (a) If this agreement is signature of the subject to a bond and the agreement (delete purchaser is South African whichever is not Citizen / South African application) Please note Resident / South African the deposit will only be registered legal entity: invested by the seller's A 40% deposit of R 10 000.00**

conveyancers once the purchaser has complied with all requirements of the Financial Intelligence Centre Act and has furnished the seller's conveyancers with copies of all documentation request, certified where necessary.

(less any holding deposit received, if applicable) is payable. The deposit is payable to the seller's conveyancers within 48 hours of signature of this agreement by the purchaser, The seller's conveyancers shall hold the amount in an interest-bearing trust account in accordance with Section 86(4) of the Legal Practice Act, interest for the benefit of the purchaser, pending registration of transfer of the unit to the purchaser. The deposit will be repayable on non-fulfilment of any of the suspensive conditions contained in clauses 12 and 22 of Annexure 1 hereto. The 10% deposit is non-refundable once the abovementioned suspensive condition have been fulfilled; or

...

9. **Amount for which a loan** R 1 285 000.00

is required and to be secured by a bond over the unit:

11. **Date by which the total purchase price (including VAT) and all other amounts must be paid by the seller** On registration of transfer of the property into the name of the purchase in the applicable deed's office.

- 12. Date upon which approval for a loan referred in 9 must be obtained:** An “in-principle” approval, wherein the purchaser’s bankers approve the purchaser’s mortgage finance subject to valuation of the unit (“approval”) within 30 days of signature of this agreement. If the approval is not granted within the period stipulated above then the period for the granting of the said approval shall, at the seller’s discretion, be extended for a further period of 15 days. It is expressly recorded that a “pledge/pre-bond approval” does not constitute the necessary approval in principle in terms of this agreement. It is further recorded that the abovementioned approval “in principle” constitutes fulfilment of the suspensive condition contained in clause 12 of Annexure 1”

[5] The relevant clauses in Annexure 1 include:

“5. PURCHASE PRICE

The purchase price (including VAT) of the property payable by the purchaser to the seller is the amount referred to in clause 7 of the schedule of particulars, which amount shall be payable as follows:

5.1 the despoite referred to in clause 8 of the schedule shall be held in trust by the seller’s conveyancers ...

5.2 the balance of purchase price in clause 10 of the schedule of particulars, shall be secured by bankers guarantee acceptable to the seller and delivered

to the seller's conveyancer and/or the balance of the purchase price in clause 10 of the schedule of particulars shall be paid into trust with the seller's conveyancers (and be invested in terms of clause 5.1) within 7 days from written request by the seller's conveyancer.

5.3 The amount of the loan in clause 9 of the schedule of particulars shall be secured by bankers guarantee acceptable to the seller and delivered to the seller's conveyancer and delivered to the seller's conveyancer within 7 days from written request by the seller's conveyancer.

11 PURCHASER'S DEFAULT

11.1 if the purchaser fails to pay on due date any instalment or other monies which the purchaser may in terms hereof of commits any other breach of any of the terms and conditions of this agreement ..., the seller shall be entitled without prejudice to any other remedies that it may have at law, if the purchaser fails to remedy such reach, default or non-payment within 7 days of despatch of written notice per prepaid registered mail or certified post or delivered thereof by hand calling upon the purchaser so to do:

...

11.1.2 to claim immediate payment of the full balance of the purchase price, occupational rental and all other amounts payable by the purchaser in terms of this agreement.

12 MORTGAGE FINANCE

12.1 This agreement is subject to the suspensive condition that the purchaser (of the seller or its agent, if any, on the purchaser's behalf) is able to raise a loan, within the time frame stipulate din clause 12 of the schedule of particulars, upon the security of a first mortgage bond to be passed over the unit for a sum not less than the amount shown in clause 9 of the schedule of particulars. ... This condition shall be deemed to have been fulfilled upon written advice by the lender to the seller of the purchaser that it is prepared to make the loan notwithstanding that funds might not immediately be available and notwithstanding that the final approval of the loan cannot be given until the sectional plans have been approved, but subject to the provisions contained in clause 12 of the schedule of particulars. This agreement is concluded on the express understanding between the parties that should the

suspensive conditions) not be fulfilled timeously then the agreement between the parties will lapse and will be of no force and effect.

...

12.3 The suspensive condition in clause 12.1 is inserted for the benefit of the purchaser who shall be entitled, at any time prior to the time period for the fulfilment thereof, to waive the benefit thereof, on written notice to the seller.

...

12.8 In the event that the loan approved, at any time prior to the transfer, be withdrawn, whether on instructions from the purchaser or for any other reason by such financial institution, it will be regarded that the suspensive condition was met at a prior date and the purchaser shall continue to be bound by the provisions of this agreement and shall secure the loan amount and do so by no later than 10 days from withdrawal of the loan."

[6] The agreement also contain the usual non-variation and non-waiver clauses.

[7] An extract from the Bank's Statement, dated 4 August 2021, is reproduced hereunder:

Application number	: 6773810
Bond account number	:534951430

Principle debt	: R 1 291 037.50
Principle debt made up of	
Loan amount	: R 1 285 000.00
Initiation fee (Inclusive of VAT)	: R 6 037.50

Total costs of this agreement (including VAT)	: R 3 14 691.10
Total costs of this agreement is made up of	: R 1 291 037.50
Principal debt	: R 24 840.00
Total service fee over the term of the loan (Inclusive of VAT)	: R 1 838 813.60
	: R 0.00

Total interest of the term of the loan (non-VATable)	: R 0.00
Total Credit Life insurance over the term of the loan (non-VATable)	: 2.44 times
Total premiums of insurance of the Property(ies) over the term of the loan (non-VATable)	
Credit Cost Multiple	
This amount represents the ration of the Total Cost of Credit in relation to the Principal debt and is calculated as follows: total costs of credit divided by the Principal debt	

Monthly service fee (inclusive of VAT)	: R 69.00
Weighted Average Interest Rate (non-VATable)	: 7.147
First amount	: R 0.00 – R 777 000.00 @ 7.03% pa
Next	: R 777 000.00 – R 1 036 000.00 @ 7.48% pa
Balance of the loan	: R 1 036 000.00 – R 99 999 999.00 @ 7.48% pa
Terms of Loan	: 360 months
Initial monthly repayment	: R 8 677.26
Insurance premium (quotation)	: R 0.00
Credit Life Insurance premium (quotation)	: R 0.00
Estimate replacement value of property	: R 1 489 250.00
Property description	: SECTION 4011 22 FREDMAN
Details of the property (type and area)	: SECTIONAL TITLE UNIT
Purchase price	: R 1 295 000.00 purchased on 2019-05-14
Retention amount	: R 1 295 000.00

Special conditions

- This loan has been granted in terms of the intended use and occupation of the property as declared by you. The loan is conditional on us obtaining an original declaration for this purpose prior to registration confirming the intended use and occupation of the property.
- Should you elect to cancel your home loan agreement with us, we will charge an early termination interest which is equal to the difference between 3 months and any notice you have given us ...
- The Bank reserves the right to withdraw if the above mentioned mortgage bond has not been registered within 120 days after the approval of the home loan. The appointed registering attorney will be responsible to confirm your intention to proceed with the registration.

General conditions

- The bond registration costs and transfer fees cannot be debited to the bond. Account unless the loan has been approved as cost inclusive. Refer to the special conditions above.
- Should you choose to cancel your home loan agreement with us after the bond has been registered, we will charge you early termination interest, which is equal to the difference between 3 months and a long notice you have given us..
- We agreed to grant you the loan subject to the conditions in the Home Loan Credit Agreement.
- You must sign acceptance of the cost of credit and the terms and conditions at the attorneys.

This Quotation and pre agreement statement is given to you subject to you not applying for or taking up additional credit with a credit provider before you sign and accept the full agreement, comprising of the Costs of Credit (Part A) and the Terms and Conditions (Part B), which will be provided to you at the

bond registration attorney's offices.

This quotation is valid for a maximum of five business days.”

Issues for determination

[8] The respondent did not persist with his defence based on the non-compliance with the provisions of Rule 41A. That left the respondent with a four-pronged attack to the applicant's claim.

[9] As a point *in limine* the respondent argued that the applicant is non-suited for its failure to join the Bank.

[10] On the merits, the respondent denies that the Bank's Statement of 4 August 2021 constitutes "*in principle*" approval of his mortgage finance, arguing that the Bank's Statement is in fact a "*pledge*" or "*promise to pay*".

[11] In the alternative, the respondent argues that the Bank's Statement does not constitute fulfilment of the suspensive conditions in clause 12 of the Schedule of Particulars as read with clause 12.1 of Annexure 1, on two bases: (1) the validity of the document expired prior to the conclusion of the agreement between the parties; and (2) the document was not delivered within the stipulated time period.

[12] The respondent also raises the deterioration of his financial circumstances between the conclusion of the agreement and February 2023, alleging that the order sought would likely result in him defaulting on his obligations vis-à-vis the Bank, which will amount to reckless credit. In essence, the respondent raised undue hardship he will suffer should an order for specific performance be granted.

Non-joinder

[13] It is trite that a court cannot make findings which are adverse to any person's legal interests, without that person being a party to the proceedings before it. As such, any person with a legal interest in the subject matter of the litigation, which

may be affected prejudicially by the judgment, must be joined to the litigation.³

[14] Mr Qithi, appearing for the respondent, relying on *Gold Fields Limited and Others V Motley Rice LLC*,⁴ submitted that the court considering non-joinder needs only concern itself with whether “potential liability” exists. And as the Bank might potentially suffer prejudice should the relief be granted, it must therefore be joined to the proceedings. I do not regard this authority as support for the respondent’s argument. In *Gold Fields*, Mojalepo DJP was concerned with the joinder of a litigation funder, and it was in the context of referring to *EP Property Projects*,⁵ (which did not concern a joinder application, but the potential liability of non-party litigation funders for costs orders granted in such litigation) that he referred to “potential liability”. It was the facts and peculiar circumstances in the case of *EP Property Projects* that gave rise the adverse costs order against a non-party litigation funder in that case.

[15] I agree with Ms Vergano, appearing for the applicant, that the Bank has no direct or substantial legal interest which may be prejudicially affected by any order in the present litigation.⁶ The order sought by the applicant is not aimed at any legal interest of the Bank and such an order will not result in the Bank being forced to advance a loan to the respondent. In any event, the Bank is unlikely to suffer financial prejudice should it advance the home loan to the respondent as it will insist on a bond registered as security.

[16] In the normal course of events, it is of little concern to a seller where a purchaser sources the funds to pay the purchase price. The reasonable purchaser for its part must make arrangements for payment of the purchase price. More often than not, purchasers of immovable property, such as the respondent do not have cash in hand to pay the purchase price. Thus a bond finance clause, such as provided for in clauses 12 of both the Schedule of Particulars and Annexure 1, is of the utmost importance to protect the purchaser. It is not apparent from the

³ See *Matjhabeng Local Municipality v Eskom Holdings Ltd and Others* - 2018 (1) SA 1 (CC) at [92]

⁴ 2015 (4) SA 229 (GJ) at [85]

⁵ *EP Property Projects (Pty) Ltd v Registrar of Deeds, Cape Town, and Another, and Four Related Applications* 2014 (1) SA 141 (WCC)

⁶ *Henri Viljoen (Pty) Ltd v Awerbuch Brothers* 1953 (2) SA 151 (O) at 167H; *Minister of Finance v Afribusiness NPC* 2022 (4) SA 362 (CC) at [23]

agreement that the applicant is concerned with the identify of financial institution which is to hold the first mortgage bond.⁷

[17] In fact, the very terms of the agreement⁸ cater for a situation where, for whatever reasons, an approved loan is withdrawn, whether on the instruction of the purchaser or by the financial institution, prior to transfer. In such instance, the purchaser continues to be bound by the terms of the agreement and must secure the “loan amount” nonetheless. It unlikely that the applicant would have reason to complain had the respondent instructed the Bank to withdraw the home loan because he had come into sufficient cash to pay the purchase price. It is also unlikely that the applicant would complain if the respondent were able to negotiate a more favourable deal for himself with another financial institution.

[18] In the result, I hold that the non-joinder of the Bank is of no consequence, and the point *in limine* must be dismissed.

Does the Banks’ Statement constitute “*in principle*” approval?

[19] The respondent’s first line of attack against the validity of the Bank’s Statement begs an answer as to whether the document constitutes “*in principle*” approval of the respondent’s mortgage bond finance as intended by the agreement between him and the applicant. It is contended that, as the Bank could withdraw from the loan application, the Bank’s Statement constitute a “pledge/pre-bond approval” which does not conform to the requirements of the agreement.

[20] In *Gallic Living (Pty) Ltd v Belo*⁹ McEwan J had occasion to interpret the meaning of “*in principle*” approval of a loan, on very similar facts as the present application. The court held that the suspensive condition was not concerned with whether or not a binding loan agreement came into being between the purchaser and the financial institution. It was concerned only with the stage when the agreement between the seller and the purchaser became effective.¹⁰ What is

⁷ Van Jaarsveld v Coetzee 1973 (3) SA 241 (A)

⁸ Clause 12.6 of Annexure 1

⁹ 1990 (1) SA 366 (W)

¹⁰ At 371B-D

required is an objective finding that the financial institution was prepared to advance the loan required upon a mortgage being registered over the approved security (being the property to be encumbered).

[21] Objectively, and adopting the principles of the present state of the law of interpretation,¹¹ I find that on the uncontroversial facts:

[21.1] The respondent obtained the Bank's Statement for the purposes of securing finance to enable him to pay the purchase price payable to the applicant for the property.

[21.2] The Bank's Statement was obtained subsequent to an earlier agreement between the parties in respect of the same property having lapsed.

[21.3] The property is clearly identified, as is the purchase price. It also contains reference to the estimated replacement value of the property being R 1 489 250.00.

[21.4] It was on 4 August 2022 that the Bank signified in writing its approval of the respondent's application for a home loan and its preparedness to advance the loan amount against the security of a mortgage bond being registered over the property, as required by clause 12 of Annexure 1 of the agreement.

[22] Although the Bank's Statement contains further special and general conditions, none of which can be interpreted as rendering the Bank's stance anything less than its "*in principle*" approval of the respondent's application for a home loan.

[22.1] It was generated pursuant to an application for a home loan. It bears an application number, and home loan account number, together with the full details of the property and the purchase price thereof as reflected in the agreement concluded between the applicant and the respondent.

[22.2] It pertinently states that the "*loan has been granted*", and that the Bank may withdraw should a mortgage bond not be registered within a 120 days after the approval of the loan.

¹¹ E.g., *Natal Joint Municipal Pension Fund v Endumeni Municipality* 2012 (4) SA 593 (SCA) at [18]; *Capitec Bank Holdings Ltd and another v Coral Lagoon Investments 194 (Pty) Ltd and others* 2022 (1) 100 (SCA) at [25]; *University of Johannesburg v Auckland Park Theological Seminary and Another* 2021 (6) SA 1 (CC) at [68]

[23] The Bank's Statement echoes the language of section 92 of the National Credit Act¹² (*"the NCA"*) which provides that a credit provider, such as the Bank, may not enter into a medium or large credit agreement unless it had provided the consumer with a pre-agreement statement in the in the form of the proposed agreement or in another form addressing all matters required in terms of section 93; and a quotation in the prescribed form, setting out the principal debt, the proposed distribution of that amount, the interest rate and other credit costs, the total cost of the proposed agreement, and the basis of any costs that may be assessed under section 121 (3) if the consumer rescinds the contract.

[24] I find that language of the Bank's Statement supports an interpretation that the Bank is prepared to make a loan to the respondent upon the security of a mortgage bond being passed over the property *"in principle"*, as intended by the agreement. It constitutes more than a *"pledge/pre-bond approval"*, and it is only the quotation, as stipulated by section 92 (2) (b) of the NCA, which has a validity period limited to five business days.

[25] Accordingly, I find that the Bank's Statement constitutes *"in principle"* approval as defined in the agreement.

Does the Bank's Statement constitute timeous fulfilment of the suspensive condition?

[26] The respondent argued that, should the Bank's Statement constitute *"in principle"* approval, it did not constitute timeous fulfilment of the suspensive condition, as it was not delivered *"within 30 days from date of signature of [the] agreement."*

[27] Clause 12.1 of the Annexure 1 details when the suspensive condition shall be deemed to be fulfilled, that is *"upon written advice from the lender that it is it is prepared to make the loan ... subject to clause 12 of the Schedule of Particulars"*. Accordingly, two requirements must be met: (a) written advice from the lender; and

¹² Act 34 of 2005

(b) such advice to be given within 30 days from date of signature of the agreement.

[28] I have already found that the Bank's Statement constitute written advice to the parties of the Bank's willingness to advance a loan to the respondent against the registration of a mortgage bond, "*in principle*".

[29] The Bank's written advice came to hand even prior to the conclusion of the agreement, so that, at the time of the conclusion of the agreement, both the applicant and the respondent had knowledge of the approval. Thus, on the very day of the conclusion of the agreement, the suspensive condition had been fulfilled.

[30] I am satisfied that the language of the agreement, together with the context and purpose of the agreement, allow for an interpretation that the "*in principle*" approval given by the Bank, had been given timeously, and within the 30 days from date of signature of the agreement.

[31] Accordingly, I find that the suspensive condition had been fulfilled, and the agreement became choate.

The claim for occupation rental

[32] The parties are agreed that should I find the agreement valid and binding, the respondent is liable for the occupation rental claimed. I intend making the order sought.

Will specific performance result in undue hardship for the respondent?

[33] As a last attack, the respondent contends that an order for specific performance will be inappropriate in the circumstances, given that his financial position has changed drastically.

[34] The applicant is not a credit provider, and the agreement is not a credit agreement. Thus the provisions of sections 78 to 88 of the NCA relating to over-indebtedness and reckless credit find no application vis-à-vis the applicant. The

applicant seeks no order against the Bank, and the relationship between the respondent and the Bank has no relevance to the applicant's case.

[35] Our law is clear that, in the case of breach of contract, the "innocent" party is entitled to claim, as primary remedy, specific performance, but the granting of the order remains a matter of discretion of the court.¹³ The burden rests on the party resisting such an order to allege and adduce evidence upon which it seeks a court to exercise its discretion against granting specific performance.¹⁴

[36] Although not explicitly so stated, the respondent's case is that he will suffer undue hardship should he be ordered to comply with the terms of the agreement, as his personal circumstances have changed materially, and should specific performance be ordered, the likelihood of him defaulting in his obligations vis-à-vis the Bank is high.

[37] Subsequent to him entering into the agreement, the respondent made certain choices affecting his financial affairs, including marrying and becoming a parent. I have no doubt that the respondent is to be believed when he states that the "*new living expenses associated with providing for [his] family are still something that [he is] acclimatizing to.*" Yet, the extent of those expenses or the respondent's income is not evident from the answering affidavit. Accordingly, he failed to provide sufficient evidence upon which I am able to exercise my discretion against enforcement of the terms of the agreement, that is if his altered financial circumstances could, in law, form the basis of a claim of undue hardship in the first place. On the latter question of law I need not come to a finding.

Conclusion

[38] On the face of it, the respondent's attacks on the status of the Bank's Statement is a creative after-thought, rather than a genuinely held belief that it did not enjoy the status of documentary evidence of the Bank's preparedness to advance a loan against the security of mortgage bond. The respondent did not

¹³ *Benson v SA Mutual Life Assurance Society* 1986 (1) SA 774 (A) at 782D – 783F; *Botha and Another v Rich NO and Others* - 2014 (4) SA 124 (CC) at [37]

¹⁴ *Tamarillo (Pty) Ltd v B N Aitken (Pty) Ltd* 1982 (1) SA 398 (A) at 443 F-H

present the court with evidence his application for a home loan to the Bank, and the applicant was unable to obtain a copy thereof of the bond attorneys. What is uncontroverted is that the respondent's later request to the bond attorneys was for the bond to be cancelled because his financial situation had drastically changed since purchasing the property. As much was confirmed by the Bank in its letter of 22 February 2023.

[39] The agreement flowed from the respondent's decision to buy a bachelor's pad in a development in progress. Then, "life" happened - he fell in love, married and became a parent, all before transfer of the property could be effected. Regrettably, these events do not legally absolve the respondent from his obligations terms of a contract he previously concluded, more so as he did not provide sufficient facts and circumstances to negate the applicant's choice to uphold the agreement.

[40] In the result, I grant an order in the following terms:

[40.1] The respondent is ordered to sign the all the necessary transfer documents and to take all the necessary steps to cause the transfer of a property known as Flat 4[...] situated at 2[...] F[...] Drive S[.] and corresponding to Erf [...] S[...] Ext 4[...] ("*the property*") within 10 days from date of this order.

[40.2] In the event that the respondent fails to comply with paragraph 1 above, the Sheriff of the High Court or its lawful deputy, in whose are of jurisdiction the property lies, is authorised to sign all the documents that the respondent should have signed and to take all the necessary steps to see to it that the property is transferred into the name of the respondent.

[40.3] The respondent is ordered to pay to the applicant:

[40.3.1] The amount of R 29 237.52.

[40.3.2] Interest on the amount of R 29 237.52 at the rate of 12.75% per annum from 5 April 2023 to date of final payment.

[40.4] The respondent is ordered to pay the costs of the application, including counsel's fees to be taxed on scale B.

SARITA LIEBENBERG
ACTING JUDGE OF THE HIGH COURT

GAUTENG LOCAL DIVISION, JOHANNESBURG

Date of hearing: 12 June 2024

Date of judgment: 21 June 2024

For the applicant:

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