IN THE HIGH COURT OF SOUTH AFRICA

(WESTERN CAPE DIVISION, CAPE TOWN)

JUDGMENT

Not Reportable

Case No: 9518/2024

In the matter between:

DRAKENSTEIN MUNICIPALITY	Applicant
and	
TRAKPROPS 60 (PTY) LTD	Respondent

Coram:	**RALARALA, J**
Heard:	**20 February 2025**
Delivered:	**10 February 2026**

Summary: Winding up - application by municipality - rates and taxes claim based on contested immovable property valuation - summons issued pending liquidation application - summons dispositive of liquidation application - constitute bona fide and reasonable grounds for disputing the claim - application dismissed.

ORDER

The application is dismissed with costs, such costs to include costs of two counsel where so employed.

The Respondent is to pay the costs of the application to file a supplementary affidavit.

Costs on scale B in terms of rule 67A.

JUDGMENT

Ralarala, J

INTRODUCTION

[1] This is an application for a provisional winding up brought in terms of section 344(f) read with sections 345 (1)(a)(i), 345(1)(b) and 345(1)(c) of the Companies Act, 61 of 1973 ("the Act") in conjunction with item 9(1) of schedule 5 of the Companies Act 71 of 2008. In May 2019, the Applicant obtained a default judgment against the respondent. Thereafter, warrants of execution were issued against the Respondent's movable property at the respondent's Welbedacht Farm, and no assets were found to satisfy the writs of execution or any portion thereof. The default judgement remains unsatisfied. The Applicant avers that the Respondent is factually insolvent.

[2] The Applicant contended that the Respondent is unable to pay its debts and claims an unpaid amount of R423,299.19 in outstanding rates, taxes and ancillary charges relating to Welbedacht Farm, Wellington, which is a property owned by the Respondent.

[3] The application is opposed by the Respondent on the basis that it is not factually insolvent and that there is a *bona fide* dispute over the historic evaluation of the property, which has caused the rates and taxes applicable to the property to be overinflated. The Respondent avers that the Applicant's allegation that the Respondent's liabilities exceed its assets is incorrect.

PRELIMINARY ISSUE: FILING OF A SUPPLEMENTARY AFFIDAVIT BY THE RESPONDENT

[4] The Respondent makes an application for the filing of a supplementary affidavit in terms of rule 6(5)(e) of the Uniform Rules of Court, embodying two confirmatory affidavits that purport to confirm the contents of the letters annexed to the Respondent's answering affidavit. The first confirmatory affidavit is deposed to by Johannes Hendrik Huysamen ("Huysamen"), a Business Services Executive at ABSA Wealth, seeks to clarify the contents of the letter dated 6 August 2024. The said letter states that there are no loans or any credit products with outstanding balances to the Respondent's properties. The second confirmatory affidavit is deposed to by James Charles Norval Waugh ("Waugh"), an accountant director of a firm of Professional Accountants. This particular confirmatory affidavit confirms the contents of the second letter and states that their firm is collating documentation in order to finalize the Respondent's financial statements.

[5] Further, the Respondent seeks to place information before this court regarding events that had since transpired subsequent to the filing of the Respondent's answering affidavit. The Respondent states that a summons was issued by the applicant on 29 November 2024 under case number 25743/2024 against the Respondent for outstanding rates and taxes as from July 2016 until 23 October 2024 in the amount of R362,418.51. The period covered by the summons encapsulates that of the default judgement. Further, the Applicant has taken steps to revalue the Respondent's farm in the current year.

[6] The Applicant opposes this application. The court is enjoined to determine whether the Respondent's supplementary affidavit encompassing the two confirmatory affidavits and the events that transpired pursuant to the filing of the Respondent's answering affidavit should be permitted into evidence or not.

[7] The application for the filing of an additional affidavit is as envisaged in rule 6 (5) (e) of the Uniform Rules of Court:

> *“within 10 days of service upon him of the affidavit and documents referred to in subparagraph (ii) of paragraph(d) of subrule (5) the applicant may deliver a replying affidavit. The court may in its discretion permit the filing of further affidavits.”*

In the exercise of its discretion, the court must also have regard to the procedural history of the matter. *Trustees, Bymyam Trust v Butcher Shop & Grill CC* 2022(2) SA 99 (WCC) para 56. In the present matter the Respondent filed an answering affidavit responding to the Applicant’s founding affidavit. Pursuant thereto, the Applicant filed its replying affidavit. Subsequent to this matter being postponed on 16 October 2024 to 20 February 2025 for hearing, the Respondent filed a supplementary affidavit.

[8] Only in exceptional circumstances will the court allow the filing of further documents in motion proceedings; the norm being that three sets of affidavits are to be filed. Upon proper explanation by the litigant as to why the fourth set of affidavits would be needed, the court could permit the submission of a further affidavit. In my mind, this would be a case where something unexpected or new arises from the applicant’s replying affidavit. See Erasmus Superior Court Practice Vol 2 pages D1-67, *James Brown & Hamer (Pty) Ltd (Previously named Gilbert Hamer & Co Ltd v Simmons* NO, 1963(4) SA 656 E-F: *Hano Trading CC v JR 209 Investments (Pty) Ltd*.

[9] Evidently, the sole discretion whether or not to allow further affidavits rests and remains only with the court. Some flexibility is necessarily permitted upon solicitation from the litigant desirous of such indulgence. Even so, such flexibility is thus exercised and controlled by the court in its discretion, having regard to the merits of the case. The Applicant contended that its notice in terms of rule 35(14) was regarding a request to the Respondent to file its financial statements and the most recent account statement for bonds registered in favour of ABSA Bank Ltd and held by Deeds B24658/2010 and B48458/1998 was filed on 19 August 2024. The Respondent failed to respond to the discovery notice, and pursuant thereto, on 30 August 2024, the Applicant filed its replying affidavit, which took issue regarding

Huysamen's letter written on behalf of his ABSA accounts. On 10 October 2024, pursuant to filing its heads of argument on 2 October 2024, the Respondent filed its heads of argument and the two confirmatory affidavits that are the subject of this application.

[10] It was argued on behalf of the Applicant that the issue of the Respondent's insolvency was raised in the founding affidavit, however, the Respondent decided in its answering affidavit to meet the Applicant with bare denials. Counsel for the Applicant further argued that the application is an attempt to frustrate the hearing. The Respondent, in its answering affidavit in support of its denial of insolvency, filed letters one from ABSA Bank confirming that the Respondent's term loans were fully paid but the bonds have not been cancelled. And one from Respondent's accountants confirming same.

[11] It is clear from the Applicant's submissions that the Respondent had not adhered to the rules regarding the discovery of these two affidavits. The Respondent is said to have filed these confirmatory affidavits in response to the Applicant's notices in terms of rules 35(12) and (14), two months after receipt of the said notice, six days before the hearing on 16 October 2024, and after Applicant filed its replying affidavit without bringing the necessary application.

[12] Further, the Applicant submitted that the Respondent did not reserve the right to file further affidavits. The Respondent asserts however, in reply that the intention was to bring a similar application on the date of hearing on 16 October 2024, and such intention was indicated in its practice note of 9 October 2024.

[13] I am of the view that the requirement in rule 6(5)(e) is that the Applicant should seek leave of the court prior to filing a supplementary affidavit. Clearly, this is the procedure that is being followed by the Applicant in this instance.

[14] Rules 35(12) and (14) concern discovery and notices to produce documents in pleadings. Upon non-compliance with the rules, the party seeking discovery would have recourse and can compel discovery, which ostensibly was not an option that was explored in this instance. Essentially, discovery assists the parties and the court

in discovering the truth and, by doing so, helps towards a just determination of the case. See *Investec Bank Ltd v O' Shea NO* WCC CASE NO 10038/2014 dated 16 November (2020). To my mind, the same purpose would be served by these documents in the manner the Respondent seeks to introduce them.

[15] Regarding the issue of the summons of 29 November 2024, the Respondent, in its replying affidavit of 8 August 2024 at paragraph 9, states:

> *"The Applicant has repeatedly threatened to take action to enforce payment of the alleged to date. Yet, it has failed to institute action proceedings, in circumstances where such is not only available, but appropriate given the multiple disputes of fact that exist."*

The Applicant in reply denied the above allegation, and pursuant to such a denial, the summons was issued encapsulating a claim which is covered in the liquidation application. In my view, the issuance of the summons is tantamount to special circumstances where something unexpected emerged. Crucially, it is inextricably linked to the Applicant's reply to paragraph 9 of the answering affidavit. In the circumstances, the application for the filing of the Respondent's supplementary affidavit must succeed.

FACTUAL BACKGROUND

[16] The Applicant and the Respondent have been embroiled in a lengthy dispute regarding the Respondent's rates and taxes. The latter is evident in the body of correspondence exchanged between the parties where the Respondent challenged the valuation process of its immovable property and the correctness of the rates calculation based thereon. The dispute spans from 2005. The Applicant obtained a default judgement against the Respondent in 2019 in the Paarl Magistrates Court for the amount of R120,431.69.

[17] Pursuant thereto, the Applicant's attorney directed an email to the Respondent dated 15 January 2023 embodying a notice in terms of section 345 of the Act, demanding payment of the capital amount of R330,163.69 to be paid to the

Applicant within three weeks thereof. On 8 February 2023, the Respondent's attorney directed correspondence to the Applicant's legal representative in response to that notice, denying that the rates and taxes levied against the respondent's property were correctly calculated. The Respondent maintains that the reason for not paying the rates and taxes is because of the *bona fide* dispute that exists and has existed since 2005, not because the Respondent does not have the funds to pay them.

[18] It is contended on behalf of the Respondent that the *bona fide* nature of the dispute is evident in the incorrect valuation by the Applicant of the subject property for many years. That the Applicant has, through its conduct, unequivocally waived its right to rely on the valuations as they stand. Further, the Applicant is using the winding up proceedings as a means of enforcing payment of a debt which is disputed on reasonable grounds. This court is enjoined to determine whether the provisional liquidation order should be granted or not in the prevailing circumstances.

APPLICABLE LEGAL PRINCIPLES AND DISCUSSION

[19] The grounds for winding up of a company are provided for in section 344 of the Act while section 345 is the deeming provision. Section 344(1)(f) reads as follows:

"(1) a company may be wound up by the Court if-
(a). . .
(b). . .
(c). . .
(d). . .
(e). . .
(f) the company is unable to pay its debts as described in section 345;"
Section 345 reads:
"(1) A company or body corporate shall be deemed to be unable to pay its debts if-

(a) a creditor, by cession or otherwise, to whom the company is indebted in a sum not less than R100 then due-

(i) has served on the company, by leaving the same at its registered office, a demand requiring the company to pay the sum so that you; or

(ii) in the case of anybody corporate not incorporated under this Act, has served such demand by leaving it at its main office or delivering it to the secretary or some director, manager or principal officer of such body corporate or in such other manner as the court may direct,

(b) any process issued on a judgement, decree or order of any court in favour of a creditor of the company is returned by the sheriff or the messenger with an endorsement that he has property to satisfy the judgement, upon sale satisfy such process or

(c) *it is proved to the satisfaction of the court that the company is unable to pay its debts."*

[20] In applications of this nature, an applicant is required to first establish, in terms of the Act, that the court has the necessary jurisdiction to hear the application. Secondly, the creditor/applicant, in terms of section 346 of the Act, must show that it has the necessary locus standi. Thirdly, in terms of section 344 of the Act, there exists valid ground for the liquidation of the debtor. This means that the applicant must show in its affidavit that the balance of probabilities is in its favour. See *Kalili v Decorex (Pty) Ltd and Another* 1988 (1) SA 943(A) at 975J – 979F.

[21] In terms of section 345 of the Act, a company shall be deemed unable to pay its debts if a creditor has served on the company a demand requiring the company to pay the amount due, and the company has for three weeks thereafter neglected to pay the sum, or to secure or compound for it to the reasonable satisfaction of the creditor or it is proved to the satisfaction of the court that the company is unable to pay its debts. See *Emcom Communications Transvaal (Pty) Ltd v Procourts (Pty) Ltd 1*982 (3) SA 252(W) 255. Liquidation may be ordered if it appears to the court that it is just and equitable that the respondent company should be wound up [section 344 (h)].

[22] At this stage of provisional liquidation, the Applicant has to show that the debt *prima facie* exists. The onus rests with the Respondent to show that it is disputed on reasonable grounds. Even if the Applicant establishes his claim on a *prima facie* basis, a court will refuse an application for the liquidation of the company if the company *bona fide* disputes the applicant's claim on reasonable grounds. This is to

avert the abuse of the liquidation process for the enforcement of debts. In the context of liquidation proceedings, the rule is generally known as the Bardenhost rule, derived from *Badenhorst v Northern Construction Enterprises (Pty) Ltd* 1956 (2) SA 346(T) at 347H - 348C. See also *Orestisolve (Pty) Ltd T/A Essa Investments v NDFT Investments Holdings (Pty) Ltd and Another* 2015 (4) SA 449. Though its object is to prevent the abuse of the liquidation process for the enforcement of debts, it is now treated as an independent rule not requiring proof of actual abuse of process. *Orestisolve.*

[23] A distinction must thus be drawn between the factual disputes relating to the Respondent's liability to the Applicant and disputes relating to other requirements for liquidation. Regarding the latter, at this stage the court must be satisfied on a balance of probabilities, having regard to the affidavits. In *Gap Merchant Recycling CC v Goal Reach Trading* 55 CC 2016 (1) SA 261 (WCC) at para 20, the Court stated that:

> *"A distinction is thus drawn between factual disputes relating to the respondent's liability to the applicant and disputes relating to the other requirements for liquidation. At the provisional stage, the other requirements must be satisfied on a balance of probabilities with reference to the affidavits. In relation to the respondent's liability, on the other hand, the question is whether the applicant's claim is disputed on reasonable and bona fide grounds; a court may reach this conclusion even though on a balance of probabilities (based on the papers) the applicant's claim has been made out (Payslip Investment Holdings CC v Y2K Tec Ltd 2001 (4) SA 781 (C) at 783G-I)."*

[24] The Respondent must have neglected to pay the sum demanded by the Applicant to the reasonable satisfaction of the Applicant. In this context 'neglected' signifies not a mere omission on the part of the Respondent but the omission to pay without a reasonable excuse. See *Emcom Communications Transvaal (Pty) Ltd v Procourts (Pty) Ltd 1*982 (3) SA 252(W) 255.

[25] If the reason proffered for non-payment of the debt is a genuine and strenuous contention, based on substantial grounds, that no liability exists, then the person cannot be said to be neglecting payment. However, if there is liability, a

failure to discharge it may well be neglect, whether it is due to inadvertence, obstinacy or dilatoriness; a challenge to liability is a challenge to the foundation upon which any neglect contention in relation to an application must rest. Counsel for the Applicant submitted that there is no reasonable *bona fide* basis on which the Respondent can dispute its liability to the applicant, in that the manner of calculating the valuation of a property in order to determine the liability for rates is contained in the applicable by-law. In addition, it is argued that the Respondent had failed for years to contest its liability based on the valuations, and the decisions to impose value on the property stood until set aside by a court of law.

[26] It was argued on behalf of the Respondent, that the Applicant had however realised that the valuations could not be correct and should be revisited. Revisiting valuations is as envisaged in section 78(1)(e) and (f) of the Municipal Property Rates Act 6 of 2004. This section deals with supplementary valuations and states:

> *"78(1) A municipality must, whenever necessary, cause a supplementary valuation to be made in respect of any rateable property-*
> *(a) …*
> *(b) …*
> *(c) …*
> *(d) …*
> *(e) substantially incorrectly valued during the last general valuation; or*
> *(f) that must be revalued for any other exceptional reason."*

[27] The wording of the section is peremptory, meaning that its provisions should be invoked in instances where the ratepayer has challenged the valuation. The Respondent asserts that prior to the default judgement in 2019, the Respondent persistently conveyed to the Applicant via a body of correspondence from 2005, 2008 and 2009 that the Respondent's immovable property, Welbedacht Farm was overvalued. Crucially, subsequent to the default judgement from 10 September 2020, the communication between the parties continued halting the execution of writs. On 16 October 2019, at a meeting held between the parties, the Applicant had undertaken to instruct a valuer Coenrad Botha ("Botha") from HBC property valuations to re-evaluate the 2016 valuation of the property. Also the 2017 South

African Wine Industry Information and Systems ("SAWIS") summary of the property would be provided to Botha to assist in properly assessing the farm's value according to the quality and quantity of its wine hectarage, and Botha would consider the valuations of neighbouring farms during the same period in his re-evaluation.

[28] The argument proffered by the Applicant that the Respondent has failed to challenge its liability for the rates, and the valuations cannot be sustained. This is because it is clear that the appointment of a valuer to re-evaluate the Respondent's property was based on the Respondent's challenge of the previous valuations.

[29] In my view, the revaluation by Botha is permissible in section 78, and it is an indication that the Applicant accepted that the previous valuations were contested and thus no longer intended to rely on the contested valuations. I agree with the Respondent's contention that the Applicant cannot rely on the historical valuations of the Respondent's property as the basis of its claims prior to resolving the matter. It cannot, therefore, be argued that the Applicant had not been aware of the disputes of fact prior to launching the current proceedings.

[30] The Respondent contended that, contrary to the Applicant's assertion that the Respondent is factually insolvent, correspondence dated 6 August 2024 from ABSA Bank, and the confirmatory affidavit of Huysamen confirm that there are no outstanding balances remaining on the bonds over the properties owned by the Respondent, including on Welbedacht Farm. Thus, the Applicant's allegation to the effect that the Respondent's liabilities far exceed its assets is incorrect, as the Respondent is solvent and able to pay its debts as they become due and payable. There is no evidence placed before this court suggesting that the Respondent is insolvent and cannot pay its debts.

[31] It has already been pointed out in the previous paragraphs that on 29 November 2024, the Applicant issued a summons, and the Respondent avers that the Applicant relies on the same cause of action as in the current application and in respect of the same subject matter in both the liquidation application and the action, which gives rise to a factual presumption that the action is *prima facie* vexatious. Further, that the action is dispositive of the liquidation application. With this realization, the Respondent's attorneys wrote to the Applicant's attorneys on 13 February 2025, inviting the Applicant to consider the withdrawal of the liquidation application, a call that was not heeded by the Applicant's attorneys. In response, the Applicant contended that the Applicant is not under compulsion to do as the

Respondent dictates and the action proceedings are not a confirmation that a *bona fide* dispute exists between the parties.

[32] The Applicant submitted that the liquidation process should proceed notwithstanding the summons. Reliance was placed on *Electrolux South Africa (Pty) Ltd v Rentek Consulting (Pty) Ltd* [2023] ZAWCHC 202; 2023 (6) SA 452 (WCC). To comprehend the impact of issuing summons on provisional liquidation applications, it is crucial to grasp the key distinctions between action proceedings and liquidation proceedings. Action proceedings, usually commenced by summons, aim to pursue a creditor's claim against a debtor for the recovery of a designated debt. These proceedings involve the presentation of facts and evidence in court during the trial. Conversely, liquidation proceedings are initiated by application processes utilising a notice of motion accompanied by an affidavit. Liquidation proceedings are aimed not solely to recover a debt owed to a specific creditor, but to initiate legal processes to declare a debtor bankrupt and to administer the estate for the benefit of all creditors. It is well to remind ourselves of the Bardenhorst rule and reiterate that winding-up proceedings are not designed for enforcement of debts that the debtor disputes on bona fide and reasonable grounds. *Freshvest Investments (Proprietary) Limited v Marabeng (Proprietary) Limited* 2016 JDR 2216(SCA) para 1.

[33] When identical legal disputes involving the same parties and subject matter are concurrently being adjudicated in another court or proceedings, this situation may give rise to the defence of *lis alibi pendens*. This approach aims to prevent concurrent litigation that may lead to contradictory rulings and to eliminate the burdensome proliferation of legal actions. To successfully invoke the plea of *lis alibi pendens*, three critical criteria must be satisfied: (1) the same parties must be present; (2) the identical subject matter must be at stake; and (3) the same cause of action must be present in both cases. The essential enquiry about section 345 is whether the issuance of a summons for debt collection represents the identical cause of action as a liquidation application predicated on the debtor's non-compliance with a statutory demand. This was the issue raised in *Electrolux*.

[34] In *Electrolux,* the Applicant filed a combined summons seeking payment of R3,384,885.36 from the Defendant, after the Respondent neglected to adhere to a section 345 statutory demand. Subsequently, the Applicant initiated a liquidation

action predicated on the same. The Respondent presented a preliminary objection, contending that the defence of *lis alibi pendens* was applicable since the summons was issued before the initiation of liquidation proceedings for the identical debt. The Respondent argued that the liquidation application should be dismissed or suspended until the conclusion of the action proceedings.

[35] The court dismissed this argument, noting that while the action proceedings and the liquidation application included identical parties in the same underlying debt, the causes of action in the liquidation application pertain specifically to the Respondent's non-compliance with a statutory demand for payment, while the cause of action in the action proceedings was based on a breach of a contract or another legal foundation for the debt itself. The Court concluded as follows in para 15:

> *"From these definitions, it is apparent that the cause of action for the recovery of a liquidated debt from the respondent is different from the set of facts which give rise to an enforceable claim for the liquidation of the respondent."*

The substance of the relief pursued in the action proceedings is unequivocally distinct from that sought in the application for the Respondent's liquidation.

[36] The Court clarified that in action proceedings, a creditor aims to assert a claim against a debtor for personal gain, but liquidation procedures are intended to declare a debtor insolvent and manage the estate for the benefit of all creditors, not solely the applicant. Liquidation impacts third-party rights and necessitates the distribution of assets to creditors based on their legal entitlements and securities. The court in *Electrolux* determined that it is evident that the Respondent cannot invoke the plea of *lis alibi pendens* as a consequence. However, *Electrolux* is distinguishable from the current matter in that, in this instance, the liquidation application preceded the issuance of summons, which was not the case in *Electrolux*. Put differently, the liquidation application was ongoing when the summons was issued *in casu*. In *Freshvest* the SCA in determining an appeal after the High Court found that the Respondent disputed the debt on bona fide and reasonable grounds but referred the matter for oral evidence, held that the matter ought to have ended with the finding and the appellant ought then to instituted action proceedings to prove its disputed

claim in the normal course. This shows that the two processes cannot proceed simultaneously.

[37] In addition, in the present matter, there are no other creditors that stand to benefit from the distribution of the Respondent's assets. Further, in *Electrolux*, the issue raised was *lis alibi pendens,* while in the present matter, that is not the case; the Respondent raised the issue of issuance of summons in the midst of a liquidation application and argues that it's an indication that the Respondent has a bona fide dispute on reasonable grounds. Indeed, the Applicant would not have issued summons if it clearly believed that the Respondent was insolvent. The Applicant would have insisted on the liquidation of the Respondent.

[38] Primarily, the practical implications of the sequence followed in the two processes are that, on the one hand, in respect of the liquidation application, the Applicant contends that the Respondent is factually and commercially insolvent. Pursuant thereto, the Applicant proceeds to pursue a claim for the recovery of a debt that is a subject matter of the liquidation proceedings, which is suggestive of the Respondent's ability to pay its debts. Importantly, the latter perception is formulated after the former perception that the Respondent is commercially insolvent, which, in a way, negates the former stance. Commercial insolvency denotes a company's inability to fulfil its debt obligations as they mature, irrespective of the company's assets-to-liability ratio. In my view, the institution of the action proceedings imply that the Applicant is able to pay its debt but neglected or refused to do so.

[39] Where the summons was issued prior to the liquidation application, it would be understood that the creditor was of the view that the debtor would pay the debt and the creditor could still entertain the idea that the debtor might be commercially insolvent. However, where the creditor launches a liquidation application contending that the debtor is commercially insolvent, it cannot be successfully argued that upon issuing summons, miraculously, the debtor will be able to pay the creditor. Creditors must meticulously design their debt recovery tactics accordingly. Although concurrent actions are allowed, creditors must ensure that the liquidation applications are founded on undisputed debts or obligations that cannot be legitimately contested, to avoid incurring adverse costs orders for the improper use of the liquidation

procedure. In the present matter the parties have a history of disputed valuations dating back to over a decade, that alone is telling.

[40] The sequence the Applicant used to launch the liquidation application and the action proceedings underscores not only that the Applicant confirms the existence of a *bona fide* defence but the exploitation of the liquidation proceedings as a mechanism for debt recovery. In the circumstances, the issuance of a summons pursuant to a liquidation application should be a barrier to a provisional liquidation order. In other words, the Applicant's action proceedings are dispositive of the Applicant's liquidation application.

[41] From the totality of the factors discussed above, I am of the view that the Respondent has shown that the indebtedness as contended by the Applicant is disputed on bona fide and reasonable grounds.

ORDER

[42] It is accordingly ordered as follows:

[42.1] The application is dismissed with costs, such costs to include costs of two counsel were so employed;

[42.2] The Respondent is to pay the costs of the application to file a supplementary affidavit;

[42.3] Costs on scale B in terms of rule 67A.

N.E. Ralarala
Judge of the High Court

APPEARANCES

For the Applicant:

A Montzinger instructed by Oosthuizen & Co (Paarl) Inc.

For the Respondent:

M Schreuder SC and M Van Der Berg instructed by SDP Attorneys