

IN THE HIGH COURT OF SOUTH AFRICAGAUTENG DIVISION, JOHANNESBURGCASE NO: 100759/2025DATE: 21-05-2026

DELETE WHICHEVER IS NOT APPLICABLE
 (1) REPORTABLE: NO
 (2) OF INTEREST TO OTHER JUDGES : NO
 (3) REVISED



SIGNATURE

DATE: 21 May 2026

10 In the matter between

CRIMSON KING PROPERTIES 97 (PTY) LTD

Applicant

and

GOODMAN, KATERINE ELLEN & TWO OTHERS

Respondents

J U D G M E N T E X T E M P O R E

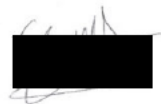
WILSON, J: This case started out as an eviction application, but since the first and second respondents vacated the property about six weeks ago, the only issue
 20 remaining is the question of costs.

Relying on the terms of the lease agreement, Ms Stone, who appeared for the applicant, sought a costs order on the attorney and client scale. Ms Mirtle, who appeared for the first and second respondents, submitted that costs on the ordinary scale were appropriate. She tendered counsels' costs on scale B.

Because I do not think that attorney and client costs should generally be ordered in the absence of substantial litigious misconduct by one side or another, and because, as Ms Mirtle quite correctly pointed out, I am not bound by the terms of the agreement to pay costs, I am not inclined to award attorney and client costs in this case.

I will direct the first and second respondents to pay costs on the ordinary scale, including costs of counsel, which may be taxed on scale B. It seems to me that the
10 costs between 29 March and today could have been avoided had the respondents tendered them on vacation. The fact that they did not means that the costs order should include the costs of today's hearing.

I have amended the draft handed up by counsel accordingly, and I have signed it, dated it and marked it "X".



WILSON, J
JUDGE OF THE HIGH COURT
21 May 2026

