IN THE HIGH COURT OF SOUTH AFRICA

(NORTHERN CAPE DIVISION, KIMBERLEY)

Case Number: 2026-095198

Reportable:	YES / NO
Circulate to Judges:	YES / NO
Circulate to Magistrates:	YES / NO
Circulate to Regional Magistrates:	YES / NO

In the matter between:

R[...] B[...]	**1ST APPLICANT**
AMANDA STEENKAMP	**2ND APPLICANT**
and	
Y[...] V[...] N[...]	**1ST RESPONDENT**
LOUW AND DA SILVA ATTORNEYS	**2ND RESPONDENT**

Heard on : 8 May 2026

Delivered on : 15 May 2026

Coram : Olivier AJ

ORDER

In the result, the following order is made:

1. The application is dismissed; and

2. The 1st and 2nd applicants are to pay the costs of this application jointly and severally the one paying, the other to be absolved.

JUDGMENT

OLIVIER AJ

<u>INTRODUCTION</u>:

1. The 1st and 2nd applicants ("*the applicants*") approached this court on an urgent basis for an order in essentially the following terms:

 1.1 That the 1st respondent be interdicted and restrained, pending the final determination of the divorce proceedings between the 1st applicant and 1st respondent, alternatively pending the final determination of the parties' respective proprietary and accrual claims, from receiving, claiming, withdrawing, transferring, encumbering, dissipating or in any manner dealing with the nett proceeds arising from the sale of a property known as [...] K[...] Street, Kathu, Northern Cape Province ("*the property*");

1.2 That the 2nd respondent is directed to retain and preserve the above nett proceeds in its trust account pending the final determination of the above divorce proceedings, alternatively pending the final determination of the parties' respective proprietary and accrual claims;

1.3 That the 2nd respondent is interdicted and restrained pending the final determination of the divorce proceedings, alternatively the final determination of the parties' respective proprietary and accrual claims from paying out, transferring, releasing or otherwise dealing with the said nett proceeds; and

1.4 Costs on a punitive scale in the event of the application being opposed.

2. The application was opposed and both parties had sufficient time prior to the argument of the matter, to file their respective answering and replying affidavits.

3. The question as to whether the application is in fact urgent was raised on behalf of the 1st respondent, but seeing that both parties not only had the opportunity to file their respective affidavits in the matter but also had the opportunity to provide me with short heads of argument, I deemed it prudent to deal with both the issue of urgency and the merits of the matter since I am of the view that practical considerations dictate that the application should be dispensed with at this time.[1]

[1] See ***Magricor (Pty) Ltd v Border Seed Distributors CC: In re: Border Seed Distributors CC v Magricor (Pty) Ltd*** [2020] ZAECGHC 103 (8 September 2020), par 38 where it was held that, depending on the facts of each case, circumstances might exist where, even in the case of a material non-compliance with the rules a matter should be entertained if it is in the interest of expediency. Also see ***Windsor Hotel (Pty) Ltd v New Windsor Properties (Pty) Ltd and Others*** [2013] ZAECMHC (7 August 2013), par 10.

4. I accordingly allowed counsel for both parties to address me on the issue of urgency as well as on the merits of the matter and then reserved judgment in order to properly consider the respective parties' heads of argument and the authorities cited therein.

I will herein firstly deal with the merits of the application and thereafter with the issue of urgency.

AD MERITS:

5. It is not in dispute that the 1st applicant and the 1st respondent is married to each other out of community of property and that the accrual system is applicable to their marriage and it is also not in dispute that the property is registered to the 1st respondent and that same forms part of her estate and will be considered as such for purposes of the calculation of the accrual of the respective parties' estates.

6. It is also not in dispute that the 1st applicant and 1st respondent is in the process of separating (it appears that a divorce summons has not yet been issued) and that they are no longer living together.

7. It is further also not in dispute that the property is in the process of being sold by the 1st respondent, that the offer to purchase was signed during February 2026 and that the registration of the property to the new owner is imminent.

8. The 1st applicant now approaches this court on behalf of himself and the 2nd applicant for an order essentially "freezing" the proceeds of the sale of the property until the finalization of the divorce proceedings, alternatively until the final determination of the parties' respective accrual claims.

9. The 1st applicant alleges, in as far as he himself is concerned, that he harbours a real concern that the 1st respondent will dissipate the proceeds of the sale of the property (herein after referred to only as "*the proceeds*") which will affect that calculation of the accrual of the 1st respondent's estate and might prejudice him upon the dissolution of the marriage.

10. The 1st applicant bases his above contention on the fact that the 1st respondent has steadfastly refused to provide him with an undertaking to the effect that the proceeds will be held in trust pending the calculation of the accrual and the finalization of the divorce and on the fact that the 1st respondent, on her own version, intends to utilise the proceeds in order to support herself and the parties' children.

11. Mr. Olivier argued on behalf of the applicants that the above shows *mala fides* on the part of the 1st respondent which strengthens the applicants' beliefs that the 1st respondent intends to dissipate the proceeds.

    It should be mentioned that the 1st respondent did in fact state under oath that she intends to utilise the proceeds, but she also stated that she would do so responsibly and in order to, *inter alia*, support the parties' children.

12. In as far as the 2nd applicant is concerned, it is contended that the 2nd applicant loaned money to the 1st applicant and the 1st respondent and that the order sought is warranted by virtue of an alleged verbal agreement between the parties to the effect that the amount of the loan would be repaid from the proceeds.

13. It is alleged that the 2nd applicant loaned an amount of R 150 000,00 (one hundred and fifty thousand rand) to the parties to effect renovations to the property and an amount of R 450 000,00 (four hundred and fifty thousand rand)

to the 1st applicant and 1st respondent's joined business when said business experienced financial difficulties.

14. The 1st respondent denies any knowledge of the afore-said loans as well as of the alleged agreement that the proceeds would be utilised to repay the loan amount of R 600 000,00 (six hundred thousand rand) ("*the loan amount*").

15. Mr. Basson argued on behalf of the 1st respondent that the case for the applicants on the merits stands to fail on essentially two grounds namely:

    15.1 That the relief sought does not fall within the recognised scope of anti-dissipation interdicts; and

    15.2 That the applicants have failed to make out a case for the relief sought.

16. Mr. Basson further argued that what the applicants in essence seek to achieve is pre-judgment security for a contingent and disputed future claim.

17. This argument was obviously rejected by Mr. Olivier who argued on behalf of the applicants that the applicants only wish to preserve the proceeds of a specific property where, on the applicants' version, there was a specific arrangement to the effect that the loan amount would be repaid from the proceeds.

18. Mr. Olivier further argued that the 1st respondent's denial of the agreement and specifically the terms thereof does not convert the relief into an impermissible pre-judgment attachment, but that it gives rise to a dispute on the facts that needs to be determined by another court in future.

19. After the battle lines were drawn, this court now needs to determine:

19.1 Whether the relief sought by the applicants is legally competent; and

19.2 Whether, if the above is answered in the affirmative, the applicants have made out a case for the relief that they seek.

Is the relief sought legally competent?

20. It appears to be settled law that a spouse who is married out of community of property, subject to the accrual, only obtains an accrual claim at the dissolution of the marriage and that the date upon which the accrual is calculated, is the date upon which the marriage is finally dissolved.[2]

21. The implication of the above is therefore that up and until the date of the dissolution of a marriage subject to the accrual system, neither party has a vested right to the property of the other and that prior thereto, a party only has a contingent right.[3]

22. In ***Reeder v Softline and Another***[4] it was held, rather strongly, as follows:

"*The parties are not married in community of property. The applicant has no vested right in the shares of their proceeds, or indeed in any other item in, or portion of, the second respondent's estate. Subsection 3(1) of the Act makes it clear that the right of a spouse to claim half of the nett accrual of the other spouse's estate is acquired 'at the dissolution of the marriage … by divorce or death' and subsection 3(2) provides that (subject to the provisions of section 8(1)) 'a claim in terms of subsection (1) arises at the dissolution of the marriage'. Pending the dissolution of the marriage … a spouse who … claims half the difference of the accrual between the two estates, has a contingent right and not a vested right.*"

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2 ***AB v JB*** 2016 (5) SA 211 (SCA), par 16. Also see section 3(2) of the Matrimonial Property Act, Act 88 of 1984.

3 See *inter alia* ***JA v DA*** 2014 (6) SA 233 (GJ), par 9.

4 [2000] 4 All SA 105 (W) at 110.

23. It is trite that section 8(1) of the Matrimonial Property Act, 1984 ("*the MPA*"), creates a very specific exception to the above in the sense that this section provides for a possibility for the division of the accrual at a date or at a time prior to the dissolution of the marriage, but since the provisions of this section of the MPA is irrelevant for purposes hereof, further scrutiny of the legal position in respect of this section is not necessary.

24. What we are dealing with in the present matter is something completely different in that we are dealing with an application to essentially interdict a party to a marriage subject to the accrual system, from dealing freely with an asset or more specifically the proceeds from the sale of an asset which belongs to that party and the court is asked to do so whilst the marriage still subsists or, as is the case in the present matter, pending the finalisation of the divorce proceedings (yet to be instituted) between the parties.

25. Mr. Bosman argued that such an order is not competent in law whilst Mr. Olivier relied very heavily on the matter of ***Dikgale v Dikgale***[5] in his argument that such an order is in fact a competent order to make and he urged me to properly consider the judgment in ***Dikgale*** when determining the present application.

26. In ***Dikgale***, the applicant approached the court, after having already instituted divorce proceedings, on an *ex parte* and urgent basis and obtained interim relief in terms whereof:

    26.1 The respondent was prevented from dissipating various assets pending the finalisation of the divorce proceedings; and

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5 [2020] JOL 49132 (GJ).

26.2 The immediate division of the accrual in the parties' respective estates in terms of section 8(1) of the MPA was ordered.[6]

27. The court in ***Dikgale*** fully investigated the provisions of section 8(1) of the MPA and also considered the possibility of interim interdictory relief to preserve the contingent accrual claim and then held as follows:

"*The courts have already found that the contingent accrual claim, if prima facie established though open to some doubt, is susceptible to preservation by way of an interim interdict preventing the dissipation of assets pending the vesting and determination of that claim. This is so irrespective of the contingent nature of the accrual right but provided that the applicant can demonstrate prima facie, although open to some doubt that an accrual claim will accrue in his or her favour, once vested, although the extent thereof need not be determined.*"[7]

28. In ***Langebrink v Langebrink***[8] the applicant lodged an application in terms whereof she sought the respondent being interdicted from transferring certain assets pending the finalisation of an application for the immediate division of the accrual in terms of section 8(1) of the MPA.[9]

The respondent objected to the above and argued that it is an attempt by the applicant to use application proceedings to achieve an objective that is normally pursued in terms of section 3 of the MPA and that the applicant would be entitled to obtain information about the assets of the respondent through the normal trial process.[10]

29. The court however disagreed with the respondent's contentions and held that there was nothing inappropriate with the applicant's litigation strategy since she

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6 ***Dikgale***, *supra*, par 5.
7 *Supra*, par 47.
8 [2019] JOL 46305 (GJ)
9 ***Langebrink***, *supra*, par 5.
10 *Supra*, par 22.

only attempted to protect the accrual by preserving assets from being transferred for the sole purpose of frustrating the eventual final relief sought in terms of section 8(1) of the MPA.[11]

30. In ***Reeder***[12] it was further held:

"*A spouse married out of community of property and subject to the accrual system has a contingent right to share in the accrual of the estate of the other spouse which is conferred by the Act. It seems to me that that right would be protectable by interdict pendente lite, whether the lis is a divorce action in which the right is asserted or a claim in terms of section 8(1) of the Act.*"[13]

31. In ***JA v DA***[14] it was held as follows:

"*The interdict entertained by Froneman J in Gernetzky v Gernetzky … was interim and an adjunct to divorce proceedings which in turn were in contemplation of a pending dissolution that would trigger an accrual calculation…These circumstances, which are dependent on pending litigation, and the law in regard to the elements of interdictory relief, place interdictory relief in a sui generis category.*"

32. In ***Dikgale***[15] it was also held:

"*An interim interdict by an applicant to preserve the contingent accrual claim is capable of being construed as quasi-proprietary. In so finding, this advances the availability of this remedy to the vulnerable spouse.*"

33. If consideration is given to all of the above authorities, it appears that the granting of interim relief in order to protect the contingent right of a spouse to

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11 *Supra*, par 24.
12 *Supra* at 112.
13 See in general **Gernetzky v Gernetzky** 2007 JDR 0247 (E).
14 *Supra*, par 34.
15 *Supra*, par 52.

share in the accrual of the estate of the other spouse, although deemed to be *sui generis*, is not incompetent.

I will deal with the question whether this relief is available to the 2nd applicant herein under.

Did the applicants make out a case for the relief sought?

The 1st applicant:

34. The requisites for the right to claim an interim interdict are well-known and it is trite that an applicant in an application for an interim interdict needs to show, on a balance of probabilities:

34.1 A *prima facie* right, though open to some doubt;

34.2 An injury actually committed or a reasonably apprehension of irreparable and imminent harm to the right if the interdict is not granted;

34.3 That the balance of convenience favours the granting of the interim interdict; and

34.4 The absence of similar protection by any other ordinary remedy.[16]

35. I hold the view that, apart from the above, due consideration should also be given to the requirements for anti-dissipation relief as set out in ***Knox D'Arcy Ltd and Others v Jamieson and Others***[17] where the court held that an

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16 ***Webster v Mitchell*** 1948 (1) SA 1186 (W) at 1192 to 1193; ***National Treasury and Others v Opposition to Urban Tolling Alliance and Others*** [2012] ZACC 18 (20 September 2012), par 41.

17 1996 (4) SA 348 (A).

applicant must also show a particular state of mind on the part of the respondent namely a *mala fide* intention of defeating the claim of creditors.[18]

I further hold the view that an applicant in an application such as the present application, also needs to overcome several other hurdles before the relief may be granted, but I will deal with same herein below.

36. It has been held that as a result of the draconian nature, invasiveness and conceivable inequity of the relief sought, such relief should be granted only in the clearest of cases.[19]

37. In the present matter Mr. Olivier argued that the fact that the 1st respondent refused to provide the 1st applicant with an undertaking that the proceeds will be retained in trust, coupled with the fact that the 1st respondent admitted to the fact that she will use some of the proceeds in order to provide in the maintenance of herself and the parties' children, shows the required *mala fides* on the part of the 1st respondent and shows, at least *prima facie*, an intention on the part of the 1st respondent to dissipate the proceeds which creates a reasonable apprehension of harm to the 1st applicant.

38. The 1st respondent has never denied that she planned on utilising the proceeds when it becoming available and she states in her answering affidavit that she intends to safeguard the funds and to use it responsibly, including for the benefit and future tertiary education of the parties' children.

She further states in her answering affidavit that she has no other meaningful means of income and that the proceeds represent the only financial security presently available to her.

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18 ***Knox D'Arcy Ltd***, *supra* at 372. ***AU v CU*** 2019 JDR 1987 (GJ), paras 27 to 29.

19 ***RS v MS and Others*** 2014 (2) SA 511 (GJ), par 18; ***AU v CU***, *supra*, par 10.

39. The 1st applicant alleges that the 1st respondent and their children are fully supported by him, but unfortunately provides no proof of this contention.

40. I can unfortunately not agree with the contentions on behalf of the 1st applicant that it is not necessary to prove that the 1st respondent has the intent to dissipate and that the 1st applicant only needs to show a reasonable apprehension to dissipate.

    I am of the view that because of the draconian nature, the invasiveness, the conceivable inequity of the relief sought and also because of the possible abuse of the process, more should be expected from an applicant under these circumstances and that an applicant should in fact show an intent to dissipate as required in ***Knox D'Arcy***.

41. In my view the 1st applicant has failed to establish that he would suffer irreparable harm if the 1st respondent is allowed to use the proceeds to provide for her living expenses and the maintenance of the parties' children and I can further not find any evidence thereof that the 1st respondent has the intention to dissipate the proceeds in order to frustrate the 1st applicant's claim.

42. I am therefore of the view that the balance of convenience favours the 1st respondent in as far as the 1st applicant's claim is concerned.

43. Further to the above, it should be stated that in the vast majority of the authorities that I was referred to and which I read for purposes hereof, it was evident that an application such as this one was lodged subsequent to either divorce summons being instituted, or an application being lodged in terms of section 8(1) of the MPA.

44. I am of the view that an already existing divorce action or an already existing application in terms of section 8(1) between the parties involved is a necessary

requirement for the lodging of an application such as this since the lodging of an application such as the present one, in circumstances where there is no pending divorce action or application in terms of section 8(1) of the MPA, can lead to absurdities and abuse.

45. I am further of the view that, specifically in light of the fact that divorce proceedings have not yet been instituted, the 1st applicant does not have a *prima facie* right to the relief that he seeks since the claim for an accrual has not yet crystallized.

46. The 1st applicant has also failed to show *prima facie*, as is apparently required in ***Dikgale***[20], that an accrual claim will accrue in his favour.

47. In as far as the question of a suitable alternative remedy is concerned and since the existence of a pending divorce action is not a prerequisite for the lodging of an application in terms of section 8(1) of the MPA[21], the relief set out in said section 8(1) provides the 1st applicant with a suitable alternative remedy.

48. In summary therefore, I am of the view that, apart from the normal requirements for obtaining interim relief, an applicant in an application such as this one, needs to also meet the requirements as set out in ***Knox D'Arcy*** and specifically the requirement in respect of the intent to dissipate and further has to show:

48.1 That either divorce proceedings or an application in terms of section 8(1) of the MPA is already pending; and

48.2 That, *prima facie*, an accrual claim will accrue in favour of such applicant.

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20 *Supra*, paras 47 and 49.
21 ***Dikgale***, *supra*, par 20.

49. The 1st applicant, in my view, has failed to meet the above requirements and he is consequently not entitled to the relief sought.

<u>The 2nd applicant</u>:

50. The case for the 2nd applicant rests solely on the alleged loans made by the 2nd applicant to the 1st applicant and the 1st respondent and the alleged agreement that the loan amount will be repaid to the 2nd applicant from the proceeds.

51. The 1st applicant states as follows in his replying affidavit:

"*It is an interdict aimed at preventing the dissipation of the only reliable asset linked to an existing, agreed obligation, namely the repayment of the Second Applicant's loan of R 600,000.00 from the net proceeds of the sale of the property*."

As was already mentioned herein above, the existence of the loans as well as the repayment agreement is denied by the 1st respondent.

52. It is in my view clear that, as far as the 2nd applicant is concerned, we are dealing with an anti-dissipation interdict in the true sense of the word and it is therefore incumbent on the 2nd applicant, apart from the normal requirements for an interim interdict, to also show that the 1st respondent had the intention to defeat the 2nd applicant's claim by dissipating the proceeds.[22]

53. I have to again find that the applicants did not satisfy the above requirement as there is no evidence provided that the 1st respondent has the intention of dissipating the proceeds in order to frustrate a claim by the 2nd applicant.

54. The 1st applicant, apart from his say-so and a transcribed voice note that does not assist the case of the applicants at all, provides no further evidence of the

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22 ***Knox D'Arcy***, *supra* at 373.

alleged agreement, the repayment arrangements and of the 1st respondent's involvement in the agreement or the repayment agreement.

The 1st applicant also offers no explanation in reply, to an allegation by the 1st respondent that, as consideration for the alleged loan of R 450 000,00 to the 1st applicant's business, the 2nd applicant received shares of equal value.

55. I am consequently of the view that the 2nd applicant has not managed to show that she has a prima facie right that needs protection by way of the relief sought.

56. Further to the above it should be mentioned that I do not find the version of the 1st respondent lacking, as suggested on behalf of the applicants or fanciful and untenable.

The fact of the matter is that she denies the existence of the loans as well as the agreement in respect of the repayment of same and in view of the lack of evidence in this regard from the side of the applicants, a mere denial is sufficient in fact, what more could she have said?

I am therefore of the view that the 1st respondent's version should be accepted based on the principles set out in ***Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd***.[23]

57. Further to the above I am of the view that the 2nd applicant has various alternative remedies at her disposal in this instance such as a possible claim for damages and a possible claim based on enrichment.

58. I am therefore of the view that this application, in as far as the 2nd applicant is concerned, should also fail.

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23 [1984] 2 All SA 366 (A).

59. I can see no reason why the costs should not follow the result herein and why the applicants should not be ordered to pay the costs of the application.

AD URGENCY:

60. The 1st respondent disputed the applicants' contention that this application was in fact urgent and stated that any urgency that might be found to exist, was self-created.

61. The basis for the alleged urgency of this application according to the applicants and as is set out in their founding affidavit, is the fact that the registration of the property is imminent and that, should the property register and should the proceeds be paid out to the 1st respondent, a real, immediate and substantial risk exists that the proceeds will be dissipated by the 1st respondent.

    The applicants contend that this relief should therefore be granted before this becomes a reality.

62. It is common cause that it is expected of any applicant to make out the relief sought by such applicant in his/her founding affidavit[24] and that this holds true in the case of an urgent application in terms of rule 6(12) of the Uniform Rules of Court ("*the rules*") as well.

63. Rule 6(12)(b) of the rules even clarifies the specific averments that a founding affidavit in an urgent application should contain where it states as follows:

    "*In every affidavit filed in support of any application under paragraph (a) of this sub-rule, the applicant must set forth explicitly the circumstances which is averred render*

[24] ***Treasure Karoo Action Group and Another v Department of Mineral Resources and Others*** [2018] 3 All SA 896 (GP), par 10; ***Skjelbreds Rederi A/S and Others v Hartless (Pty) Ltd*** [1982] 1 All SA 1 (W), p 3.

the matter urgent and the reasons why the applicant claims that applicant could not be afforded substantial redress at a hearing in due course."

64. Counsel for both parties referred me to the (by now) well-known matter of ***East Rock Trading 7 (Pty) Ltd v Eagle Valley Granite (Pty) Ltd and Others***[25] where, in paragraph 6, the court held as follows:

"… the procedure set out in rule 6(12) is not there for the taking. An applicant has to set forth explicitly the circumstances which he avers render the matter urgent. More importantly, the applicant must state the reasons why he claims that he cannot be afforded substantial redress at a hearing in due course. The question is whether a matter is sufficiently urgent to be enrolled and heard as an urgent application is underpinned by the issue of absence of substantial redress in an application in due course."

65. It should be stated that it was not in dispute that the signing of the offer to purchase in respect of the property took place on or about 5 February 2026 and that the 1st applicant is aware of this fact.

66. The 1st applicant however states that he only became concerned about what would happen with the proceeds on or about 17 March 2026 when he became aware of the fact that the 1st respondent was no longer interested in continuing with the marriage relationship.

67. The 1st applicant states as follows in his founding affidavit:

"*Prior to that date, I had no concern regarding the sale itself or the proceeds thereof … My concern arose only when it became apparent that the marriage would be dissolved and that the proceeds would be relevant to the calculation of the first respondent's accrual.*"

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25 [2012] JOL 28244 (GSJ).

68. The 1st applicant then proceeds in setting out the steps that he took since 17 March 2026 in order to lodge this application which steps include:

68.1 Having to identify and instruct legal representatives in the Johannesburg area since he was displaced from the Western Cape on or about 20 March 2026; and

68.2 Seeking an undertaking from the 1st respondent that the proceeds may be kept in trust on or about 10 April 2026.

69. Mr. Olivier argued that urgency was triggered on 17 April 2026 when the applicants have not received the required undertaking, whilst it was argued by Mr. Bosman that the trigger for urgency, at the very best for the applicants, was on 10 April 2026 when the undertaking was sought and not obtained.

70. I hold the view however that, on the 1st applicant's own version, the so-called trigger for the application was on 17 March 2026 when he, in his own words, became concerned with what would happen with the proceeds and I hold the view further that the 1st applicant's explanation as to why this application was not brought much earlier than 25 April 2026, lacks substance.

71. I am consequently of the view that, although one would certainly be able to argue that this application should be determined expeditiously in light of the fact that the registration of the property and payment of the proceeds are imminent, the urgency of this application was in fact self-created and that the application in fact stood to be removed from the roll on that basis alone.

72. In light of my above findings in respect of the merits of the application, the fact that the urgency in the application was self-created, holds no further consequence.

<u>ORDER</u>:

73. On the above premises, I make the following order:

1. **The application is dismissed; and**

2. **The 1st and 2nd applicants are to pay the costs of this application jointly and severally the one paying, the other to be absolved.**

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A.D. OLIVIER
ACTING JUDGE
NORTHERN CAPE DIVISION

REPRESENTATIVES OF PARTIES:

For APPLICANTS	**:**	Adv. J.L. Olivier oio Shaheed Dollie Inc. **JOHANNESBURG** c/o Duncan & Rothman Inc. **KIMBERLEY**
For 1ST RESPONDENT	**:**	Adv. J.F. Bosman oio Hutten Hefferman Inc. Attorneys **MOSSEL BAY**
For 2nd RESPONDENT	**:**	No Appearance