IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)

CASE NO: 2025-249149

In the matter between:

P[...] J[...] B[...] Applicant

and

J[...] M[...] B[...] Respondent

Coram: Gxashe AJ

Heard on: **22 June 2026**

Delivered: **31 July 2026**

Summary: decree of divorce granted- incorporating the consent paper- terms and conditions meticulously stated- post divorce the parties made another arrangement- children moved to another parties' medical aid- failure to comply with the final order-contempt of court-requisites for contempt.

ORDER

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1. The respondent is held in contempt of the court order only in respect of clause 7.6 of the consent paper incorporated into the final decree of divorce dated 26 January 2024.
2. The Respondent to be imprisoned for a period of 3 months.
3. The sentence is suspended for a period of one year on condition that the Respondent pays the total bond instalments in respect of the La Boheme property in the sum of R291 305.50 within 30 days of the date of this order
4. Should the respondent fail to comply with this order directing his compliance, then the applicant shall be entitled to approach this court on the same papers duly supplemented if necessary for an order declaring the respondent to be in contempt of court and to appear before this court to explain why he should not be committed to prison in terms of the order in paragraph 3 above.
5. The respondent to bear the costs of the point in limine including counsel's fees on scale B.
6. Each party is to bear its own costs.

JUDGMENT

GXASHE AJ

Introduction

[1] In this opposed application, the applicant seeks relief in the following terms: (a) that the respondent (the applicant's ex-husband) be held in contempt of court for failure to comply with the order granted by Andrews AJ on 26 January 2024; (b) that the respondent is ordered to comply within 20 days of the service of this order with paragraphs 3.1 to 3.10 and 7.6 of the consent paper annexed to the order; (c) in complying with paragraph 2 of this order, the respondent must within 20 days of the granting of this order pay the arrear medical aid and gap cover contributions for the parties' children up to June 2025 in the sum of R49 710.00 as well as all arrears and contributions thereafter, in terms of clause 3.2 of the consent paper; (d) the respondent be ordered to pay the bond instalments in respect of the La Boheme property in the sum of R291 305.50; (e) the respondent be imprisoned for 3 months; (f) the sentence in paragraph 4 be suspended on condition that the respondent complies with paragraph 2 and 3 above; (g) should the respondent fail to comply, the South African Police Service must, within one week of the expiry of the period stated in paragraph 2 above, take all steps that are necessary and permissible in law to ensure that the respondent is delivered to a correctional centre to commence serving the sentence imposed in paragraph 4; and (h) the respondent

be ordered to pay the costs of this application, including the costs of the point in limine, with counsel fees to be taxed on scale B.

Background facts

[2] The parties in this matter were previously married and are blessed with children in their marriage. Their marriage broke down irretrievably, and on 26 January 2024, a final decree of divorce incorporating the parties' consent paper was granted. The consent paper provided for (i) parental rights and responsibilities of the minor children; (ii) maintenance for the minor children; and (iii) proprietary consequences of their marriage. In addition, the consent paper outlines the parties' obligations meticulously, with the pertinent clauses relevant in this application specifically set out in paragraphs 3.1 to 10 and 7.6 as follows:

> (a) 'Clause 3.1: Plaintiff shall pay to the Defendant the amount of R8,220.00 per month per child, payable on the 1st day of each month, from the date of divorce, and thereafter on the or before the 1st day of each succeeding month by way of debit order, into such banking amount as the defendant may nominate in writing from time to time, free of deduction or set off;
>
> (b) Clause 3.2: Plaintiff shall maintain the children on their current medical aid scheme including GAP cover and shall be responsible for payment of the monthly premiums and escalations thereon, directly to the institution, timeously;
>
> (c) Clause 3.3: The 4J's Trust (as resolved in terms of the attached resolution marked JB2) will settle payment of any of the children's reasonable medical expenses not covered by the Children's Medical Aid Scheme or gap cover, including but not limited to all medical, dental, surgical, hospital, orthodontic and ophthalmic treatment required by

the children including any sums payable to a physiotherapist, occupational therapist, psychiatrist or psychologist, chiropractor, medical specialist, medicines on prescription and the cost of over the counter medicine and the provision when necessary spectacles and/or contact lenses. In the event either party incurs medical expenses on behalf of the children not covered by the children's medical aid or gap cover, the full amount of such expense will be reimbursed to him/her within 5 days of presentation of the invoices to the trustees of the 4J's Trust;

(d) Clause 3.4: The 4J's Trust (as resolved in terms of the attached resolution marked "JB2") shall make payment of all of the children's reasonable school fees and any cost related to the schooling, including *inter alia,* the cost of aftercare, traveling costs, school outings, camps, the cost of extra-curricular school and sport activities, the cost of extramural activities, to costs of extra tutorial lessons, in which the children participate, including the cost of club fees and sport tours (including travel and accommodation expenses relating thereto), as well as the costs of school books, stationary, school uniforms equipment and attire (including computers) relating to the children's education and the sporting and/or extramural activities engaged in by them;

(e) Clause 3.5: The 4J's Trust (as resolved in terms of the attached resolution marked "JB2") shall pay reasonable costs of clothing for the children;

(f) Clause 3.6: The Plaintiff shall pay the costs related to the children's motor sporting activities;

(g) Clause 3.7: The Plaintiff shall pay the costs of the children's cellphone accounts;

(h) Clause 3.8: Should the children display an aptitude for higher education, then and in that event, the 4J's Trust (as resolved in terms of the attached resolution marked "JB2") will pay for the children's reasonable and necessary tertiary education costs at a South African Institution for higher learning for a first undergraduate qualification, such costs to include, but not be limited to, all tertiary or any university fees and/or fees due to an institution for higher learning attended by them, together with all costs relating to residence, books, traveling costs and equipment in respect of the course in question which obligation shall continue for as long as the children apply themselves with due diligent and continue to make satisfactory progress;

(i) Clause 3.9: It's recorded that the Defendant may continue to purchase cleaning materials for the house and toiletries needed for her and the children on the business account of Power Steering People (PTY) Ltd t/a Power Steering Solutions (Registration number: 2014/202137/07);

(j) Clause 3.10: The maintenance provided for in clause 3.1 above shall increase yearly on the anniversary date of the Divorce Order, by calculating the difference between the headline CPI percentage and 10% (ten percent). Half of this difference is to be added to the headline CPI as determined for that year (as notified by Statistics SA in respect of the Republic of South Africa for the preceding 12 (twelve) months). This will determine the total percentage by which the maintenance amount will increase by for that year. Such percentage change shall, for purposes of convenience, be deemed to be equal to the latest index available from Statistics SA on the anniversary date;

(k) Clause 4.5 is recorded under the heading 'Maintenance for the children after 21 years of age' and reads as follows: 'In the event that the 4J's Trust is sequestrated, dissolved or for some reason is unable to, or does not meet the financial obligations it has resolved to concerning the maintenance needs of the children as set out herein, . . . then the Plaintiff will be liable for the 4J's Trust undertaking towards the children's maintenance'; and

(l) Clause 7.6: The Plaintiff will continue to pay the monthly bond instalments of the property until such time as it has been paid in full, but no later than the end of the bond instalment period as held by Mercantile Bank and as set out in the mortgage loan agreement, whereafter the Plaintiff's undivided half share in the property will be

> transferred and registered into the name of the defendant. The costs of the aforesaid transfer will be for the defendant's account.'

[3] Following the granting of the final divorce order, the parties made new arrangements on the advice of their financial advisor who recommended that it is preferable for the minor children to be covered under the applicant's medical aid scheme because they primarily reside with her. Instead of approaching a competent court for the variation of the initial order, they implemented the recommendations and proceeded to register their children on the applicant's medical aid. According to the applicant, this change was effected on the basis that the respondent shall remain liable for medical aid costs and would reimburse her for the costs incurred monthly.

[4] The fundamental cause for this application originates from this arrangement, the terms of which the respondent breached by failing to reimburse the applicant for medical costs paid to the fund. It is the applicant's case that the arrangement did not relieve the respondent of his obligations in terms of the order, despite that, he failed to comply and is therefore in contempt.

[5] In addition, it is evident from the court order that the respondent was further ordered to continue paying the monthly bond instalments of the property until such time as it has been paid in full, but no later than the end of the bond instalment period as held by Mercantile Bank and as set out in the mortgage loan agreement.

[6] The applicant alleges that to this end, the respondent did not fulfil his obligations and circumstances forced her to take over the bond repayments until it

was paid in full. That, according to her, does not cure the contemptuous nature of the respondent's conduct, because the financial obligation to pay the bond installments until such time that it was paid in full remained with him.

[7] It is important to note at this stage that following the narrowing of issues at the hearing, the court is required to determine the relief sought in prayers 1, 3 to 6 of this application, which is to: (a) hold the respondent in contempt of the court order granted on 26 January 2024; (b) pay the arrear medical aid and gap cover contributions for the parties' children up to June 2025 in the sum of R49 710.00 as well as all arrears and contributions thereafter within 20 days of the granting of this order, in terms of clause 3.2 of the consent paper; (c) pay the bond instalments in respect of the La Boheme property in the sum of R291 305.50; and for (d) the respondent to be imprisoned for 3 months; (e) the sentence be suspended on condition that the respondent complies with paragraph (b) and (c) above; and (e) the respondent to pay the costs of this application, including the costs of the point in limine, with counsel fees to be taxed on scale B.

Arguments

[8] At the hearing, Counsel for the applicant, Mr. Angela, asserted that the crux of the applicant's case is based on the respondent's failure to comply with his obligations in terms of clauses 3.2 and 7.6 of the final order. He contended that these clauses place obligations upon the respondent personally, and he failed to comply with them willfully. According to counsel clause 3.2 obliges the respondent to maintain the children on his medical aid and pay the relevant premiums, including GAP cover.

[9] Nonetheless, counsel acknowledged that the parties concluded an arrangement post-divorce and moved their children from the respondent's medical aid to the applicant's medical aid fund. However, he asserted that the arrangements did not relieve the respondent of his obligations and he remained personally and financially liable for the children's medical aid costs as set out in the consent paper. Accordingly, he argued that the children were moved to the applicant's medical aid on the basis that the respondent would remain liable for costs in respect thereof and would reimburse the applicant monthly.

[10] To this end, counsel is of the view that the arrangement concerned the monthly medical aid membership or the administrative control of the medical aid. That according to him does not, without more, address the separate obligation to pay or reimburse medical expenses not covered by the medical aid. Mr Angela further argued that even if the court were to accept that the parties agreed that the respondent would no longer make monthly medical aid payments personally, that finding would take the matter no further than that specific obligation. It would not excuse non-payment of shortfalls, co-payments, medication and other medical expenses not covered by the GAP cover.

[11] As far as clause 7.6 is concerned Mr Angela asserted that the respondent is obligated to continue paying the monthly bond instalments of the La Boheme property until such time it is paid in full whereafter the respondent's undivided share will be transferred to the applicant.

[12] He contended that the respondent admitted having stopped paying the monthly bond instalments despite the court order, and his excuse is that such obligation became the responsibility of K2017. In this regard counsel lambasted this argument and asserted that the respondent stopped making payments because he unilaterally withdrew R400.000 from the bond into K2017's account when he was the director of the company. According to him the respondent cannot seriously believe that the aforementioned conduct constitutes a bona fide excuse for not complying with clause 7.6 of the order. He contended further that the applicant took over the bond repayments out of necessity, and that does not cure the respondent's contemptuous conduct because there remains a financial obligation which he needs to comply with. Importantly counsel noted that the respondent does not deny noncompliance, instead, his defence is that he has been excused from complying with the order notwithstanding that such noncompliance is willful, unreasonable and mala fide. In conclusion, he was of the view that the respondent's remedy in the circumstances was to approach a competent court for variation. He then requested the court to grant the order as prayed for.

[13] Conversely, counsel for the respondent, Mr. Du Toit, submitted that the respondent does not dispute the existence of a valid order and the knowledge of the terms thereof. However, he denies noncompliance and asserts that noncompliance, if any, was not willful and mala fide. According to counsel, clauses 3.2 and 7.6 impose personal obligations on the respondent to comply with the court order. However, since their financial advisor's recommendation was deemed highly practical, the children were registered on the applicant's medical aid scheme, and their medical aid and gap cover were never interrupted.

[14] Counsel asserted further that the respondent was held liable to settle the outstanding bond on the La Boheme property. Notably, the outstanding bond mortgage was R86 445.17 as at 18 January 2023. However, K2017, the applicant's business, borrowed R400.000 from La Boheme Capitec Access bond on 20 January 2023. According to him, the respondent was held liable to settle not only the outstanding debt on the La Boheme property but inadvertently also held liable for K2017's R400.000 loan, which was not the intention of the order. In consequence, the respondent paid La Boheme bond instalments until the amount of R86 445.17 was paid in full. Thereafter, he instructed the bank to change the debit order to K2017's bank account to recover the R400.000 loan. Unfortunately, the bank struggled to change the debit order, so after repeated requests he resolved to continue paying the bond in his personal capacity and recovered the costs of these instalments from the business account of K2017. This continued until October 2024 when the debit order of the La Boheme bond payment was moved to K2017's business bank account. According to him, the respondent's reimbursement from K2017 is irrelevant, particularly because the applicant is not praying for the court to find the respondent guilty of fraud. Nonetheless, he is of the view that the respondent complied with the order substantively.

Applicable legal principles

[15] 'The rule of law, a foundational value of the Constitution, requires that the dignity and authority of the courts be upheld. This is crucial, as the capacity of the courts to carry out their functions depends upon it. As the Constitution commands, orders and decisions issued by a court bind all persons to whom and organs of state to which they apply, and no person or organ of state may interfere, in any manner,

with the functioning of the courts. It follows from this that disobedience towards court orders or decisions risks rendering our courts impotent and judicial authority a mere mockery. The effectiveness of court orders or decisions is substantially determined by the assurance that they will be enforced. Courts have the power to ensure that their decisions or orders are complied with by all and sundry, including organs of state. In doing so, courts are not only giving effect to the rights of the successful litigant but also and more importantly, by acting as guardians of the Constitution, asserting their authority in the public interest.'[1]

[16] 'Contempt of court is understood as the commission of any act or statement that displays disrespect for the authority of the court or its officers acting in an official capacity. This includes acts of contumacy in both senses: willful disobedience and resistance to lawful court orders… Willful disobedience of an order made in civil proceedings is both contemptuous and a criminal offence. The object of contempt proceedings is to impose a penalty that will vindicate the court's honour, consequent upon the disregard of its previous order, as well as to compel performance in accordance with the previous order.'[2]

[17] 'This type of contempt of court is part of a broader offence, which can take many forms, but the essence of which lies in violating the dignity, repute or authority of the court. The offence has in general terms received constitutional 'stamp of approval', since the rule of law- a founding value of the constitution

[1] *Pheko and others v Ekurhuleni Metropolitan Minicipality (Pheko)* [2015] ZACC 10; 2015 (5) SA 600 (CC) paras 1-2. See also *Secretary, Judicial Commission of Inquiry into Allegations of State Capture v Zuma and Others (Zuma)* [2021] ZACC 18; 2021 (5) SA 327 (CC) para 1.
[2] *Pheko* para 28.

requires that the dignity and authority of the courts, as well as their capacity to carry out their functions, should always be maintained.'[3]

[18] 'The test for when disobedience of a civil order constitutes contempt has to be stated as whether the breach was committed 'deliberately and mala fide'. A deliberate disregard is not enough, since the non-complier may genuinely, albeit mistakenly, believe him or herself entitled to act in the way claimed to constitute contempt. In such a case good faith avoids the infraction. Even a refusal to comply that is objectively unreasonable may bona fide (though unreasonableness could evidence lack of good faith). These requirements – that the refusal to obey should be both wilful and mala fide, and that unreasonable non-compliance, provided it is bona fide, does not constitute contempt accord with the broader definition of the crime, of which non- compliance with civil orders is a manifestation. They show that the offence is committed not by mere disregard of a court order, but by the deliberate and intentional violation of the court's dignity, repute or authority that this evinces. Honest belief that non-compliance was justified or proper is incompatible with that intent.'[4]

Discussion

[19] It is trite that an applicant who alleges contempt of court must establish that:

(a) an order was granted against the alleged contemnor;

(b) the alleged contemnor was served with the order or had knowledge of it; and

[3] *Fakie NO v CCII Systems (Pty) Ltd (Fakie)* [2006] SCA 52; 2006 (4) SA 326 (SCA) para 6.
[4] *Fakie* paras 9-10.

(c) the alleged contemnor failed to comply with it.

[20] A presumption exists that when the three elements of the test for contempt have been established, mala fides and willfulness are presumed, and the contemnor bears the burden to lead evidence sufficient to create reasonable doubt as to their existence. Should the contemnor prove unsuccessful in discharging the evidential burden, contempt will be established.[5]

[21] In *casu*, both parties have correctly alluded to the requirements to be met with regard to contempt of court proceedings. Needless to say, the applicant has proven the existence of the order, that it was brought to the knowledge of the respondent, and that the respondent has not complied with the order. Accordingly, the evidentiary burden shifts to the respondent to show that there was no wilful disobedience of the order or that he did not act in bad faith.

[22] It is instructive to note that a court order remains binding until varied, rescinded or set aside by a competent court. There can be no doubt that clause 3.2 explicitly directs the respondent to maintain the children on their medical aid scheme including the gap cover and held him responsible for payment of the monthly premiums and escalations thereon, directly to the institution, timeously. Notwithstanding this, the parties amicably resolved to move the children to the applicant's medical aid scheme for practicality purposes subsequent to the granting of the final order. It needs to be stressed that this arrangement has no bearing on the court order because it was never brought before a competent court for variation; therefore, the original order is still in existence. However, the parties'

[5] *Zuma* para 37.

arrangement post-divorce hindered the respondent's compliance as ordered by the court because the children were moved to another medical aid to which he had no control over. It must be noted at this stage that the respondent is required to be the principal member of the medical aid fund to maintain the children's coverage and pay monthly premiums directly to the fund. As a consequence of the arranged amendment, he could not maintain them to his medical aid fund because children cannot be registered as dependents on both parents' medical aid schemes. This does not detract from the fact that the respondent did not comply with the court order. However, even if he could have complied, doing so would have been impossible, as the children were placed on the applicant's medical aid by mutual agreement.

[23] In addition, counsel for the applicant submitted that the so-called arrangement did not relieve the respondent of his obligations as set out in the court order, because the court specifically ordered him to pay all monthly premiums directly to the fund. Notwithstanding this, the applicant seeks to substitute the terms of the existing court order with the parties' arrangement, which was never made a court order. In the main, the question whether the respondent failed to comply with the final order remains wanting, because the alleged breach stems from his failure to reimburse the monthly premiums paid by the applicant to her medical aid fund. Unfortunately, that is not a court order. Therefore, it is inconceivable for the applicant to allege that the respondent is in contempt in this regard, as the existing court order was never varied by their subsequent arrangement. The original terms of the final order in the circumstances remain in full effect.

[24] Parties are strictly enjoined to approach the courts for the formal variation of any term incorporated into a court order. The imperative of compliance remains absolute and preserves the dignity and authority of the courts. Consequently, any extra-judicial or amicable variation by the parties cannot be condoned. Permitting such informal deviations from court directives impairs the administration of justice by rendering it difficult, if not impossible, for the courts to effectively address and punish recalcitrant conduct. It complicates enforcement against non-compliant litigants and undermines the rule of law.

[25] Clause 7.6 also places obligations on the respondent personally to pay monthly bond instalments of the La Boheme property until the bond is paid in full. I pause to mention that at the time this clause was agreed to, both parties were aware that the applicant's company K2017 was indebted to the bond in the sum of R400.000. Regardless, the parties agreed to this condition and included K2017's indebtedness to the outstanding bond amount. In the premises, it is reasonable to conclude that the parties intended the respondent to settle the outstanding balance in full, including the amount due by K2017. Had the parties intended otherwise, they would have explicitly recorded this exclusion in the agreement.

[26] It is essential to remind ourselves that a court's power to vary a consent paper incorporated into the final divorce order is limited. In *Georghiades v Janse van Rensburg*,[6] Griesel J noted that for a court to interfere in that arrangement (of a settlement agreement) by varying one component of the agreement, while leaving the balance of the agreement intact, flies in the face of the time hallowed principle that the court cannot make new contracts for the parties; it must hold them to

[6] *Georghiades v Janse van Rensburg* [2006] ZAWCHC 29; 2007 (3) SA 18 (C).

bargains into which they have deliberately entered. Thus, the court a quo erred in varying a contractual term in a consent paper dealing with the patrimonial consequences of marriage between the parties.[7] This was echoed in *Mafisa v Road Accident Fund and Another*, [2024] ZACC 4 para 54, where the court held that 'in light of the above, the High Court exceeded its jurisdiction when it unilaterally amended the settlement agreement. Its unilateral alterations to the agreement were improper'.[8]

[27] However, section 8 of the Divorce Act 70 of 1979 creates an exception and provides that 'a maintenance order or an order in regard to the custody or guardianship of, or access to, a child, made in terms of the Act, may at any time be rescinded or varied or, in the case of a maintenance order with regard to access to a child, be suspended by a court if the court finds that there is sufficient reason therefor…'.

[28] Keeping the above in mind, the duty to approach a competent court for variation is entrusted to both parties because the agreements in respect of the patrimonial consequences of the marriage can only be altered by mutual consent of the parties involved.

[29] That being said, it is undisputed that the respondent initially paid monthly instalments towards the bond account as per the court order. However, when the actual outstanding amount excluding the debt owed by K2017 was paid in full, he continued fulfilling his obligations, but in return he reimbursed himself by

[7] *M.D v N.D* (A176/2023) [2023] ZAWCHC 304 (29 November 2023).
[8] *Mafisa v Road Accident Fund and Another* [2024] ZACC 4; 2024 (4) SA 426 (CC) para 54.

withdrawing a sum equivalent to the amount paid to the bond from K2017's account. Even though this was not part of the court order, the respondent continued this conduct until the bond was linked to K2017's account. Subsequently, he stopped paying the bond and instead diverted his liability to K2017.

[30] Needless to say, the respondent was indeed in contempt of the court order because the court explicitly ordered him to pay the bond in full and not K2017. I say this because in his opposing affidavit the respondent asserted that he was held liable to settle not only the outstanding debt on the La Boheme property but inadvertently also held liable for K2017's R400.000 loan, which was not the intention of the order. In my mind, that part of his evidence is misconstrued because he was a party to the agreement when it was concluded. In fact, if it was a mistake, as he wants the court to believe, he would have approached the court for rectification proceedings to ensure that the agreement reflects the true intention of the parties. He did not do that, instead, he instructed the bank to change the debit order to K2017's bank account to recover the loan, a clear indication that he never intended to comply with the court order.

[31] There are very limited grounds on which a party can rely on a mistake to resile from a contract. A settlement agreement can be set aside if it was fraudulently obtained. It can be set aside on the ground of Justus error, provided that such error vitiated true consent and did not merely relate to the merits of the dispute, which was the very purpose of the parties to reach a settlement.[9]

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[9] *Gollach and Gomperts (1967) (Pty) Ltd v Universal Mills and Produce Company (Pty) Ltd* 1978 (1) SA 914 (A) at 922.

[32] In the circumstances, the respondent cannot rely on a mistake to justify his noncompliance because he was party to the agreement and did not do anything to remedy the terms of the contract but decided not to comply with the order unilaterally. Evidently, the applicant was compromised because the respondent continued to recover the monthly repayments he made to the bond account from K2017 and cannot be faulted for consenting to link the bond repayments to her company's bank account. I agree with the applicant's counsel that she did that out of necessity. Consequently, the respondent failed to make any bond repayments until the debt was paid in full. Therefore, I am satisfied that the applicant has shown that the respondent is in wilful default and maliciously he failed to comply with the order. In the result, I can only conclude that his conduct indicates an intentional and deliberate noncompliance with the court order.

Costs

[33] The applicant seeks a costs order including the costs of the point in limine. It bears to mention at this stage that the point in limine was argued separately following an application by the respondent to consider the applicant's replying affidavit. Judgment on the point in limine was granted in favour of the applicant and costs were reserved for later determination. Accordingly, costs should follow the cause. In respect of the application both parties are partially successful, and the court deems it fit to grant the order that each party pays its own costs.

Order

[34] The following order is made:

1. The respondent is held in contempt of court only in respect of clause 7.6 of the consent paper incorporated into the final decree of divorce dated 26 January 2024.
2. The respondent is to be imprisoned for a period of three months.
3. The sentence is suspended for a period of one year on condition that the respondent pays the total bond instalments in respect of the La Boheme property in the sum of R291 305.50 within 30 days of the date of this order.
4. Should the respondent fail to comply with this order directing his compliance, then the applicant shall be entitled to approach this Court on the same papers duly supplemented if necessary for an order declaring the respondents to be in contempt of court and to appear before this Court to explain why he should not be committed to prison in terms of the order in paragraph 3 above.
5. The respondent to bear the costs of the point in limine including counsels fees to be taxed on scale B.
6. Each party to pay its own costs.

N. GXASHE

ACTING JUDGE OF THE HIGH COURT

Appearances:

Counsel for the Appellant:	Advocate RB Engela
Instructed by:	Morne Binedell Attorney and Conveyancer
Counsel for the Respondent:	Advocate R. Du Toit
Instructed by:	Cavanagh and Richards Attorneys