

EXTRAORDINARY



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Alle Proklamasies, Goewerments- en Algemene Kennisgewing wat vir die eerste maal gepubliseer word, is in die link hoek met 'n \* aangedui.

**GOVERNMENT NOTICE.**

The following Government Notice is published for general information:—

**DEPARTMENT OF JUSTICE.**

\* No. 814.] [15 May 1945.  
MAGISTRATES' COURTS.—RULES OF COURT.

The Minister of Justice has in terms of sub-section (5) of section twenty-five of the Magistrates' Courts Act, No. 32 of 1944, confirmed the Rules made by the Rules Board, in terms of sub-section (3) of the said section and contained in the Schedule hereto; such Rules to take effect from the second day of July, 1945.

**SCHEDULE.**  
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**GOEWERMENTSKENNISGEWING.**

Onderstaande Goewermentskennisgewing word vir algeme inligting gepubliseer:—

**DEPARTEMENT VAN JUSTISIE.**

\* No. 814.] [15 Mei 1945.  
MAGISTRAATSHOWE.—REELS VAN DIE HOF.

Ooreenkomsdig subartikel (5) van artikel vyf-en-twintig van die Magistraatshowewet, No. 32 van 1944, het die Minister van Justisie die reëls wat deur die Reëlsraad kragt subartikel (3) van genoemde artikel gemaak is en wat ver is in die Bylae hiervan, bekragtig. Voornoemde reëls tre werk ing vanaf die tweede dag van Julie 1945.

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**PRELIMINARY.**

1. (1) The provisions contained in rules 22 to 26 inclusive of these rules shall be applicable only if—  
 (i) the plaintiff has not applied for summary judgment; or

(ii) the plaintiff has applied for summary judgment and the application has been dismissed or an order has been made giving the defendant leave to defend.

(2) (a) The forms contained in the first annexure may, where applicable, be used with such variations as circumstances may require; but non-compliance with this rule shall not in itself be a ground of exception.

(b) All process of the court for service or execution and all documents or copies to be filed of record shall be on foolscap paper.

(c) Any process or notice or document issued or delivered shall be endorsed with the name and address of the parties issuing or delivering it.

**INTERPRETATION OF TERMS.**

2. (1) In these rules and in the forms thereto annexed—  
 (i) a word to which a meaning has been assigned in the Act shall bear that meaning; and

(ii) except where the context otherwise indicates—  
 “apply” means apply on motion and “application” has a corresponding meaning;

“attorney” includes a law agent instructed by a party to act on his behalf and legally entitled so to act;  
 “clerk of the court” includes an assistant clerk and any person appointed to act as such clerk or assistant;

“company” means an incorporated or registered company;

“default judgment” means a judgment given in the absence of the party against whom it is made;

“deliver” (except in rule 8) means to file of record with the clerk of the court and serve a copy on the opposite party and “delivery” has a corresponding meaning;

“give security” means either payment into court of the amount in question or the giving of a security bond to the satisfaction of the clerk of the court either by the party with some one as his surety or by two or more other persons;

“messenger” means the messenger of the court or [except in sub-rule (1) of rule 3] his lawful deputy, and includes any person specially approved of by the court to effect any particular service;

“money” includes all coined money, whether current in the Union or not, and all bank-notes, bank-drafts, cheques, orders, warrants, or authorities for the payment of money;

“notice” means notice in writing;

“pending case” means a case in which summons has been issued and which has not been withdrawn, discontinued or dismissed and in which judgment has not been given;

“plaintiff”, “defendant”, “applicant”, “respondent” and “party” include the attorney appearing for any such party and the officer of any local authority nominated by it for the purpose;

“property” includes everything animate or inanimate, corporeal or incorporeal, movable or immovable, capable of being the subject of ownership;

“superior court” means any division of the Supreme Court, whether it is the appellate division or a provincial or local division;

“the Act” means the Magistrates’ Courts Act, No. 32 of 1944;

“valuable security” includes any document which is the property of any person and which is the evidence of the ownership of any property or of the right to recover or receive any property.

(2) Where anything is required by these rules to be done within a particular number of days or hours, a Sunday or public holiday shall not be reckoned as part of such period.

(3) All distances shall be calculated over the shortest route reasonably available in the circumstances.

**MESSINGER OF THE COURT.**

3. (1) Every messenger of the court who is not an officer of the public service of the Union shall give security to the satisfaction of the magistrate of the district for the due fulfil-

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**INLEIDING.**

1. (1) Die bepalings vervaat in reëls 22 tot en met 26 van hierdie reëls is slegs van toepassing indien—  
 (i) die eiser nie om summiere vonnis aansoek gedoen het nie; of

(ii) die eiser om summiere vonnis aanspek gedoen het en die aansoek afgewys is of 'n bevel gegee is waarby aan die verweerde verlof verleen is om te verdedig.

2. (a) Die vorms wat in die eerste aanhangsel aangegee word, kan, indien toepaslik, met sulke wysigings gebruik word as wat omstandighede vereis; maar nie voldoening aan hierdie reël maak op sigself geen grond van eksepsié uit nie.

(b) Alle geregtelike prosesstukke wat gedien of ten uitvoer gelê moet word, asook alle dokumente of afskrifte wat by die stukke in die saak opgeberg moet word, moet op foliopapier opgestel wees;

(c) Op alle prosesstukke of kennisgewings of dokumente wat uitgereik of ingelewer word, moet die naam en adres van die partye wat dit uitrek of inlewer, geëndosseer wees.

**WOORDBEPALING.**

2. (1) In hierdie reëls en in die bygaande vorms—

(i) het 'n woord waaraan 'n betekenis in die Wet toegeken is, daardie betekenis; en  
 (ii) behalwe waar die samehang 'n ander betekenis aanswyts beteken—

„aansoek doen”, aansoek doen by wyse van mosie, en „aansoek” het 'n ooreenstemmende betekenis;  
 „prokureur”, ook 'n wetsagent wat deur 'n party gelas is om namens hom op te tree en wat wetlik geregtig is om aldus op te tree;

„klerk van die hof”, ook 'n assistentklerk en enig een wat aangestel is om as so 'n klerk of assistent op te tree;

„maatskappy”, 'n ingelyfde of geregistreerde maatskappy;

„vonnis by verstek”, 'n vonnis gevel in die afwesigheid van die party teen wie dit gevel word;

„inlewer” (behalwe in reël 8) om by die klerk van die hof by die stukke in die saak op te berg en 'n afskrif op die teenparty te dien, en „inlevering” het 'n ooreenstemmende betekenis;

„sekerheid stel”, of geregtelike inbetaling van die betrokke bedrag of aangaan van 'n borgakte tot genoeg van die klerk van die hof, hetsy deur die party met iemand as sy borg, of deur twee of meer ander persone;

„bode”, die geregsbode of, behalwe in subreël (1) van subreël 3, sy wettige plaasvervanger en sluit in enige wat spesiala deur die hof goedgekeur is om 'n bepaalde diening te bewerkstellig;

„geld”, ook alle gemunte geld, of dit in omloop in die Unie is of nie, asook alle banknote, bankwissels, tjeeks, orders of magtigings vir die betaling van geld;

„kennisgiving”, 'n skriftelike kennisgiving;

„hangende saak”, 'n saak waarin dagvaarding uitgereik is en wat nie teruggetrek, gestaak of afgewys is nie en waarin vonnis nie gevel is nie;

„eiser”, „verweerde”, „applicant”, „respondent” en „party”; ook die prokureur wat vir so 'n party verskyn en die beambte van enige plaaslike beurt wat deur so 'n bestuur vir dié doel benoem is;

„goedere” en „goed” ook alles lewend of lewensloos, liggaamlik of onliggaamlik, roerend of onroerend wat die voorwerp van eiendomsregte kan wees;

„hoër hof”, enige afdeling van die Hooggereghof, ongeag of dit die appéatafdeling of 'n provinsiale plaaslike afdeling is;

„die Wet”, die Magistraatshewewet, No. 32 van 1944;

„geldwaardige sekerheid”, ook enige dokument wat die eiendom is van enige en wat die bewys is van die eiendomsreg op enige goedere of van die reg om enige goedere te vorder of te ontvang.

(2) Waar hierdie reëls vereis dat enigets binne 'n bepaalde aantal dae of ure gedoen moet word, word 'n Sondag of openbare vakansiedag nie as deel van so 'n tydperk gereken nie.

(3) Alle afstande word bereken volgens die kortste roete wat redelik onder omstandighede beskikbaar is.

**GEREGSBODE.**

3. (1) Elke geregsbode wat nie 'n amptenaar in die Staatsdiens van die Unie is nie, moet tot bevrugting van die magistraat van die distrik sekerheid stel vir die behoorlike

ment of the duties of his office, including the due and punctual payment by him to the parties entitled thereto of all moneys which shall come into his hands by virtue of his office.

(2) Except as otherwise provided in these rules, the process of the court shall be served or executed, as the case may be, through the messenger.

(3) Service or execution of process of the court shall be effected without any avoidable delay, and the messenger shall, in any case where resistance to the due service or execution of the process of the court has been met with or is reasonably anticipated, have power to call upon any officer or member of the police force to render him aid.

(4) The messenger shall endorse on or annex to all process entrusted to him for service or execution a return showing the date and manner of service or the result of execution; and shall then forthwith return the said process to the clerk of the court.

(5) The messenger shall, as to process entrusted to him for service, notify in writing to the party who sued out the process and as soon as may be, either—

(i) that service has been duly effected and the date thereof; or

(ii) that he has been unable to effect service and the reason for such inability.

#### DUTIES OF CLERK OF THE COURT IN CIVIL MATTERS.

4. (1) The clerk of the court shall keep a book to be called the civil record book and shall enter therein forthwith at each successive stage of the action—

(a) the number of the action;

(b) the names of the parties and their attorneys, if any;

(c) the date and hour of issue of summons;

(d) the nature of the debt, the judgment and the date thereof, and the amount of taxed costs;

(e) any remarks required by these rules or by the special circumstances of the case.

(2) He shall also keep a daily index of all judgments given and shall enter therein the number of the case and the names of the parties.

(3) The summons or other first document filed in a case or on an application not relating to a then pending case shall be numbered by him with a consecutive number for the year; and the action or application shall be entered by him in the civil record book under that number.

(4) Every document afterwards served or delivered in such case or application, or in any subsequent case in continuation of any such application, shall be marked with such number by the party delivering it, and shall not be received by the clerk of the court until so marked.

(5) All documents delivered to him to be filed of record and all minutes made by the court shall be filed of record under the number of the respective action or application.

(6) Copies of such records shall, upon prepayment of the prescribed fees, be made and issued by the clerk of the court to any person applying therefor and entitled thereto, or such copies may be made by such person in the presence of the clerk.

5. (1) It shall also be the duty of the clerk of the court—

(i) to sign and issue all such process of the court as may be sued out by any person entitled thereto, or at the request of any party by whom process was sued out to serve such process after its return by the messenger;

(ii) to notify the plaintiff forthwith in writing of the defendant's consent to judgment before entry of appearance, payment into court before entry of appearance of the amount claimed or any part thereof, or of an application for a judgment by default having been refused;

(iii) to write out, upon the request of any party entitled thereto in terms of sections fifty-five and fifty-eight of the Act and on payment of the following court fees, any process of the court which such party requests him to write out, viz.—

	s. d.
Summons, defence or counterclaim .....	5 0
Subpoena, warrant of execution or other process or document .....	1 0

The above fees shall be for the clerk's services, and in addition to the fees laid down in Table D of the second annexure;

(iv) to note on a certified copy of a judgment at the request of the party to whom such copy is issued costs incurred after judgment payable by the judgment debtor in respect of the judgment.

(2) Any act required to be done by the clerk of the court may be done by a judicial officer, except that a judicial officer shall in no case write out any affidavit, pleading or process for any party or tax any bill of costs.

(3) When a court imposes upon a person any fine such person shall forthwith pay such fine to the clerk of the court.

vervulling van sy amsplichtige, met inbegrip van die behoorlike en stipte betaling deur hom aan die party wat daartoe geregtig is van alle geldie wat hy amshalwe ontvang.

(2) Behalwe waar hierdie reëls anders bepaal, moet geregtelike prosesstukke deur bemiddeling van die bode gedien of ten uitvoer gelé word, al na die geval.

(3) Geregtelike prosesstukke moet sender vermybare versuig gedien of ten uitvoer gelé word en in enige geval waar teenstand teen die behoorlike diening of tenuitvoerlegging van geregtelike prosesstukke gebied is of suks redelik verwag kan word, is die geregsbode bevoeg om hom op 'n officier of lid van die Polisiemag om hulp te beroep.

(4) Op elke prosesstuk wat aan die geregsbode vir diening van tenuitvoerlegging toevertrou word, moet hy 'n relasie aanbring, of dit daarvan heg, wat die datum en wyse van diening of die uitslag van die tenuitvoerlegging aandui; vervolgens moet hy genoemde prosesstuk onverwyld aan die klerk van die hof terugbesorg.

(5) Wat betref 'n prosesstuk wat vir diening aan die bode toevertrou is, moet hy die party wat die prosesstuk uitgeneem het so gou doenlik skriftelik in kennis stel of—

(i) dat die diening behoorlik uitgevoer is en die datum daarvan; of

(ii) dat hy diening nie kon uitvoer nie en die rede daarvoor.

#### PLIGTE VAN DIE KLERK VAN DIE HOF IN SIVIELE SAKE.

4. (1) Die klerk van die hof moet 'n register, bekend as die Register van Siviele Sake, hou en moet daarin op elke agtereenvolgende stadium van die aksie onverwyld aanteken—

(a) die nommer van die aksie;

(b) die name van die party en dié van hul prokureurs, indien enige;

(c) die dag en uur waarop dagvaarding uitgereik is;

(d) die aard van die skuld, die vonnis en die datum daarvan en die bedrag van die getakseerde koste;

(e) enige opmerkings wat deur hierdie reëls of die spesiale omstandighede van die geval vereis word.

(2) Hy moet ook 'n daagliks indeks hou van alle vonnisse wat geveld word en moet daarin die nommer van die saak en die name van die party aanteken.

(3) Hy moet die dagvaarding van ander eerste dokument wat ingedien word in 'n saak of in verband met 'n aansoek wat nie op 'n asdan hangende saak betrekking het nie, met 'n volgnummer vir die jaar nommer en moet die aksie of aansoek in die Register van Siviele Sake onder daardie nommer inskryf.

(4) Elke dokument wat daarna in so 'n saak of aansoek of in enige latere saak ter voortsetting van so 'n aansoek gedien of ingelewer word, moet met so 'n nommer deur die party wat dit inlewer genoemmer word en moet nie deur die klerk van die hof in ontvangs geneem word nie totdat dit aldus genoemmer is.

(5) Alle dokumente wat vir opberging by die stukke in die saak by hom ingelewer word en alle notule van die hof moet onder die nommer van die besondere aksie of aansoek by die stukke opgeberg word.

(6) By vooruitbetaling van die voorgeskrewe geldie moet die klerk van die hof afskrifte van sulke stukke maak en nitreik aan enige wat daarom aansoek doen en daartoe geregtig is; sulke afskrifte kan ook deur so iemand in die teenwoordigheid van die klerk gemaak word.

5. (1) Dit is ook die plig van die klerk van die hof om—

(i) alle geregtelike prosesstukke wat uitgeneem word deur iemand wat daartoe geregtig is te onderteken en uit te reik, of om op versoek van die party deur wie die prosesstuk uitgeneem is, so 'n prosesstuk oponthou uit te reik nadat dit deur die geregsbode terugbesorg is;

(ii) die eiser onverwyld skriftelik in kennis te stel van die verweerde se toestemming tot vonnis voor aantekening van verskyning, geregtelike inbetalings voor aantekening van verskyning van die bedrag wat geëis word of deel daarvan, of van die afwysing van 'n aansoek om 'n vonnis by verstek;

(iii) op versoek van 'n party wat volgens artikels vyf-en-vyftig en ag-en-vyftig van die Wet daartoe geregtig is en by betaling van onderstaande hofgelde, 'n geregtelike prosesstuk op te stel wat die party hom versoek om op te stel, t.w.

s. d.

Dagvaarding, verweer of teenis ..... 5. 0.

Subpoena, lasbrief van eksekusie of ander prosesstuk of dokument ..... 1. 0.

Bogenoemde gelde is vir die klerk se dienste en is betaalbaar benewens die gelde wat in Tabel D van die tweede aanhangsel voorgeskryf is;

(iv) om op 'n gewaarmerkte afskrif van 'n vonnis op versoek van die party aan wie so 'n afskrif uitgereik word die koste aan te teken wat na die vonnis aangegegaan is en deur die vonnisskudenaar ten opsigte van die vonnis betaalbaar is.

(2) Enige handeling wat deur die klerk van die hof verrig moet word, kan deur 'n regterlike amptenaar verrig word, behalwe dat 'n regterlike amptenaar in geen geval 'n beëdigde verklaring, pleitskrif of prosesstuk vir 'n party mag opstellen of 'n kosterekkening mag takseer nie.

(3) Wanneer 'n hof iemand 'n boete ople, moet so iemand daardie boete onverwyld aan die klerk van die hof betaal.

BUITENGEWONE STAATSKOERANT, 18 MEI 1945.

REPRESENTATION OF PARTIES.

6. (1) (a) A party may institute or defend and may carry to completion any legal proceedings either in person or by a practitioner.

(b) A local authority, company or other incorporated body in doing so may act through an officer thereof nominated by it for the purpose.

(c) A partnership or group of persons associated for a common purpose in doing so may act through a member thereof nominated by it for the purpose.

(d) No person other than a practitioner acting under paragraphs (a), (b) or (c) shall be entitled to recover therefor any costs other than necessary disbursements.

(2) It shall not be necessary for any person to file a power of attorney to act; but the authority of any person acting for a party may be challenged by the other party within 48 hours after he has notice that such person is so acting or with the leave of the court for good cause shown at any time before judgment and thereupon such person may not, without the leave of the court, so act further until he has satisfied the court that he has authority so to act; and the court may adjourn the hearing of the action or application to enable him to do so.

(3) If a party dies or becomes incompetent to continue an action the action shall thereby be stayed until such time as an executor, trustee, guardian or other competent person has been appointed in his place or until such incompetency shall cease to exist.

(4) Where an executor, trustee, guardian or other competent person has been so appointed, the court may, on application, order that he be substituted in the place of the party who has so died or become incompetent.

PRO DEO APPLICANTS.

7. (1) Any person desiring to sue or defend as a pro Deo litigant may apply to the court on notice to the party to be sued or to the plaintiff as the case may be for leave to do so. The applicant shall deliver with such notice an affidavit made by himself setting out fully the grounds of action or of defence on which he intends to rely and particulars of his means.

(2) The clerk of the court may at the request of the applicant and on the direction of judicial officer write out such notice and affidavit, notwithstanding that the claim or value of the matter in dispute exceeds £10 and no fee shall be payable by the applicant for such assistance.

(3) The court may upon any such application—

(i) examine the applicant on oath as to his right of action or defence, and as to his means;

(ii) require the applicant to call further evidence with reference to either question;

(iii) refer any such application to an attorney for investigation and report as to the applicant's means and whether he has a prima facie right of action or defence, as the case may be.

(4) If the court is thereafter satisfied that the applicant has a prima facie right of action or of defence, and is not possessed of means sufficient to enable him to pay the costs of the action, court fees and messenger's charges and will not be able within a reasonable time to provide such sums from his earnings, the court may order—

(i) that the process of the court issue and be served free of charge to the applicant other than for the disbursements of the messenger; and

(ii) that an attorney be appointed to act for such applicant; or

(iii) that the clerk of the court, without charge, write out such process, affidavits, notices and other documents as may be required to comply with these rules:

(5) If the pro Deo litigant succeeds and is awarded costs against his opponent he shall, subject to taxation, be entitled to include and recover in such costs his attorney's costs and also the fees and charges so remitted; and if he shall recover either for principal, interest or costs he shall first pay and make good therewith pro rata all such costs, fees and charges.

(6) If the pro Deo litigant does not succeed or recover upon a judgment in his favour no fees shall be taken from him by the attorney so appointed to act for him.

(7) An order made under this rule—

(i) shall not exempt the pro Deo litigant from liability to be adjudged to pay adverse costs; and

(ii) may, on application at any time before judgment by any person affected thereby, be reviewed and rescinded or varied by the court for good cause shown.

SERVICE OF PROCESS, NOTICES, ETC.

8. (1) A party requiring service of any process, notice or other document to be made by the messenger shall deliver to him the original of such process, notice or document, together with as many copies thereof as there are persons to be served.

VERTEENWOORDIGING VAN PARTYE.

6. (1) (a) 'n Party kan, hetsy persoonlik of deur 'n praktisyne, 'n regsgeding instel of verdedig en dit tot voltooiing voer.

(b) 'n Plaaslike bestuur, maatskappy of ander ingelyfde liggaaam kan, wannek dat hy sulks doen, deur 'n amptenaar daarvan, wat hy vir die doel benoem het, optree.

(c) 'n Vennootskap of groep persone wat hulself vir 'n gemeenskaplike doel verenig het, kan, wannek dat hy sulks doen, deur 'n lid daarvan, wat hy vir dié doel benoem het, optree.

(d) Niemand behalwe 'n praktisyne wat volgens para-grawe (a), (b) of (c) optree, is geregtig om enige ander keste behalwe noodsaklike uitgawes te verhaal nie.

(2) Niemand hoef 'n volmag om te kan optree, in te dien nie, dog die bevoegdheid van enigeen wat vir 'n party optree, kan deur die ander party betwiss word binne 48 uur nadat hy te wete gekom het dat so 'n iemand aldus optree of, met verlof van die hof om 'n gegronde rede, te eniger tyd voordat vonnis geveld word, en daarna mag so iemand sonder verlof van die hof nie verder aldus optree nie alvorens hy die hof oortuig het dat hy gemagtig is om sulke te doen, en ten einde hom daartoe in staat te stel, kan die hof die verhoor van die aksie of aansoek uitstel.

(3) Indien 'n party te sterwe kom of onbekwaam word om 'n aksie voort te sit, word die aksie as gevolg daarvan opgeskoop tot tyd en wyl 'n eksekuteur, kurator, voog of ander bevoegde persoon in sy plek aangestel is of totdat sodanige onbekwaamheid nie meer bestaan nie.

(4) Waar 'n eksekuteur, kurator, voog of ander bevoegde persoon aldus aangestel is, kan die hof, op aansoek beveel dat hy in die plek geveld word van die party wat aldus te sterwe gekom of onbekwaam geword het.

PRO DEO APPLIKANTE.

7. (1) Indien wat as 'n pro deo gedingvoerende party wil dagvaar of verdedig kan na kennisgewing aan die party wat gedagvaar sal word of aan die eiser, na gelang van die geval, by die hof aansoek doen om verlof om sulke te doen. Tesame met so 'n kennisgewing moet die applikant 'n beedigde verklaring, wat hy self afgele het, inlewer waarin hy die gronde vir die aksie of vir die verweer, waarop hy voornemens is om te steun, en besonderhede van sy middelle, volledig uiteensit.

(2) Op versoek van die applikant en in opdrag van die regterlike amptenaar kan die klerk van die hof so 'n kennisgewing en beedigde verklaring opstel ondanks die feit dat die eis of die waarde van die saak in geskil meer as £10 bedra en die applikant hoef geen geldte vir sodanige hulp te betaal nie.

(3) Na aanleiding van so 'n aansoek kan die hof—

(i) die applikant onder eed ondervra omtrek sy reg van aksie of gronde van verweer en omtrek sy middelle;

(ii) van die applikant vereis om verdere getuenis met betrekking tot een of ander van hierdie aangeleenthede voor te bring;

(iii) so 'n aansoek na 'n prokureur vir onderzoek na en verslag oor die applikant se middelle verwys en of hy, al na die geval, prima facie 'n reg van aksie of grond van verweer het.

(4) As die hof daarvan oortuig is dat die applikant prima facie 'n reg van aksie of grond van verweer het en nie oor voldoende middelle beskik om die koste van die aksie en hof- en bodegelde te betaal nie en nie in staat sal wees om binne 'n redelike tyd sulke bedrae uit sy verdienste te verskaf nie, kan die hof beveel—

(i) dat, behalwe vir die uitgawes van die bode, die geregeltlike prosesstukke sonder koste vir die applikant uitgereik en gedien word; en

(ii) dat 'n prokureur aangestel word om vir so 'n applikant op te tree; of

(iii) dat die klerk van die hof die prosesstukke, beedigde verklarings, kennisgewings en ander dokumente wat ter voldoen aan hierdie reëls nodig is, kosteloos opstel.

(5) Indien die pro deo gedingvoerende party slaag en koste teen sy teenparty aan hom toegeken word, is hy, onderworpe aan taksering, geregtig om by sulke koste die koste van sy prokureur, asook die gelde en koste waarvan hy aldus vrygestel is, in te sluit en te verhaal; en indien hy of die hoofsoem, die rente of die koste verhaal moet hy eers al sulke koste en geldte pro rata daaruit vereffen.

(6) Indien die pro deo gedingvoerende party nie slaag nie of niks kragtens 'n vonnis in sy guns verhaal nie, mag die prokureur wat aldus aangestel is om vir hom op te tree geen geldte van hom vorder nie.

(7) 'n Bevel wat volgens hierdie reëls gegee is—

(i) stel die pro deo gedingvoerende party nie vry daarvan dat hy veroordeel kan word om die koste van die teenparty te betaal nie;

(ii) kan, op aansoek gedoen te eniger tyd voordat vonnis geveld word deur enigeen wat daardeur geraak word, om gegronde redes deur die hof in hersiening geneem en herroep of gewysig word.

DIENING VAN PROSESSTUKKE, KENNISGEWINGS, ENS.

(8) (1) 'n Party wat verlang dat 'n prosesstuk, kennisgewing of ander dokument deur die bode gedien moet word, moet die oorspronklike van so 'n prosesstuk, kennisgewing of dokument, tesame met soveel afskrifte daarvan as wat daar persone is op wie gedien moet word, aan hem afluwer.

(2) Except, as hereinafter provided and in the case of service by post, process and notice may not be served on a Sunday or public holiday.

(3) All process shall, subject to the provisions of this rule be served upon the person affected thereby by delivery of a copy thereof in one or other of the following manners:—

(i) to the said person personally, or to his duly authorised agent;

(ii) at his residence or place of business to some person apparently not less than sixteen years of age and apparently residing at or employed there;

"residence" for the purpose of this paragraph when a building is occupied by more than one person or family, means that portion of the building occupied by the defendant;

(iii) at his place of employment to some person apparently not less than sixteen years of age and apparently in authority over him;

(iv) if the person to be served has chosen a *domicilium citandi* at the *domicilium* so chosen;

(v) in the case of a corporation or company at its local office or in any other manner specially provided by law;

(vi) if the address of the person to be served is within the area of jurisdiction of the court for which the messenger has been appointed, and if the plaintiff or his authorised agent has given written instructions to the messenger to serve by registered post, the process shall be so served;

provided that where such service has been effected in the manner prescribed by paragraph (ii), (iii), (iv) or (vi) of this sub-rule, the court or clerk of the court as the case may be, may, if there is reason to doubt whether the process served has come to the actual knowledge of the person to be served, and in the absence of satisfactory evidence treat such service as invalid.

(4) The messenger shall, on demand by the person upon or against whom process is served, exhibit to him the original of the process except where service has been effected by post, in which case the original may be inspected where it is filed of record.

(5) Where the person to be served keeps his residence or place of business closed, and thus prevents the messenger from serving the process, it shall be sufficient service to affix a copy thereof to the outer or principal door of such residence or place of business.

(6) Where the messenger is unable after diligent search to find at the residence or *domicilium citandi* of the person to be served either that person or such person as is described in paragraph 3 (ii), it shall be sufficient service to affix a copy of the process to the outer or principal door of such residence or to leave a copy of the process at such *domicilium*.

(7) Service of process in an action where no relief (other than costs) is claimed save an order for ejectment from certain premises or a judgment for the rent thereof may, if it cannot be effected in manner prescribed in sub-rule (3) be made by affixing a copy thereof to the outer or principal door or on some other conspicuous part of the premises in question.

(8) Service of an interpleader summons where claim is made to any property attached in execution under process of the court may be made upon the attorney of record (if any) of the party to be served.

(9) Where two or more persons are to be served with the same process service shall be effected upon each, except—

(i) in the case of a partnership, when service may be effected by delivery at the office or place of business of such partnership, or if there be none such, then by service on any member of such partnership in any manner hereinbefore prescribed,

(ii) in the case of two or more persons sued in their capacity as trustees of an insolvent estate, liquidators of a company, executors, curators, or guardians, when service may be effected by delivery to any one of them in any manner hereinbefore prescribed;

(iii) in the case of a syndicate, unincorporated company, club, society, church, public institution, or public body, when service may be effected by delivery at the local office or place of business of such body or, if there be none such, by service on the chairman or secretary or similar officer thereof in any manner hereinbefore prescribed.

(10) Service of a subpoena on a witness may be effected at a reasonable time before attendance is required, in any manner hereinbefore prescribed but need not be effected through the messenger.

(11) (a) Service of any notice, request, statement or other document which is not process of the court may be effected by delivery by hand at the address for service given in the summons or appearance to defend (as the case may be), or by sending by registered post to the postal address so given.

(b) An address for service or postal address so given may be changed by the delivery of notice of a new address, and thereafter service may be effected as aforesaid at such new address.

(2) Behalwe soos hierna bepaal en in die geval van diening per pos, word 'n prosesstuk en kennisgewing nie op 'n Sondag of openbare vakansiedag gedien nie.

(3) Behoudens die bepaling van hierdie reël moet alle prosesstukke op die betrokke persoon gedien word deur afluering van 'n afskrif daarvan op een of ander van onderstaande wyse:—

(i) aan die betrokke persoon self of aan sy behoorlik gemagtigde agent;

(ii) by sy woning of besigheidsplek aan iemand wat oënskynlik nie jonger as 16 jaar is nie en oënskynlik daar bly of daar werk; „woning“ vir doeleindes van hierdie paragraaf, wanneer 'n gebou deur meer as een persoon of gesin bewoou word, beteken daardie gedeelte van die gebou wat deur die verweerde bewoon word.

(iii) by sy werkplek aan iemand wat oënskynlik nie jonger as sestien jaar is nie en wat oënskynlik beheer oor hom het.

(iv) as die persoon op wie gedien moet word 'n *domicilium citandi* gekies het, by daardie *domicilium*;

(v) in die geval van 'n korporasie of maatskappy, by sy plaaslike kantoor of op enige ander wetlik voorgeskrewe wyse;

(vi) as die adres van die persoon op wie gedien moet word binne die regssgebied is van die hof waarvoor die bode aangestel is en as die eiser of sy behoorlik gemagtigde agent die bode skriftelik gelas het om per geregistreerde pos te dien, moet die prosesstuk aldus gedien word, met dien verstaande dat as diening geskied het volgens voor-skrif van paragraaf (ii), (iii), (iv) of (vi) van hierdie subreël, die hof of klerk van die hof, na gelang van die geval, as daar rede bestaan om te twyfel of die gediende prosesstuk werklik tot die kennis van die persoon op wie gedien moes word, gekom het, en by gebrek aan bevredigende bewys, sodanige diening as ongeldig kan behandel.

(4) Op aanvraag deur die persoon op of teen wie 'n prosesstuk gedien word, moet die bode die oorspronklike van die prosesstuk aan hom vertoon, behalwe in gevalle waar per pos gedien is, wanneer die oorspronklike ingesien kan word op die plek waar dit by die stukke in die saak opgeberg is.

(5) Waar die persoon op wie gedien moet word sy woning of besigheidsplek gesluit hou en sodoende die bode verhinder om die prosesstuk te dien, is dit voldoende diening as 'n afskrif daarvan aan die buite- of hoofdeur van so 'n woning of besigheidsplek geheg word.

(6) Waar die bode, nadat hy deeglik gesoek het, nie in staat is om by die woning of *domicilium citandi* van die persoon op wie gedien moet word, daardie persoon of iemand wat in paragraaf 3 (ii) beskryf word, te vind nie, is dit voldoende diening as 'n afskrif van die prosesstuk aan die buite- of hoofdeur van so 'n woning geheg of 'n afskrif van die prosesstuk by so 'n *domicilium* gelaat word.

(7) Diening van 'n prosesstuk in 'n aksie waarin om geen ander verligting (behalwe koste) as 'n bevel vir die ontruiming van 'n sekere perseel of 'n vennis vir die huurgeld daarvan aansoek gedoen word nie, kan, as dit nie volgens voorskrif van subreël (3) bewerkstellig kan word nie, uitgevoer word deur 'n afskrif daarvan aan die buite- of hoofdeur of aan 'n ander maklik sigbare deel van die betrokke perseel te heg.

(8) Wanneer goedere, waarop kragtens 'n geregeltlike prosesstuk beslag gelê is, geëis word, kan 'n tussenpleitdagvaarding gedien word op die prokureur volgens die stukke (as daar een is) van die party op wie diening moet plaasvind.

(9) Wanneer dieselfde prosesstuk op twee of meer persone gedien moet word, moet op elkeen gedien word behalwe—

(i) in die geval van 'n vennootskap, wanneer diening kan geskied deur afluering by die kantoor of besigheidsplek van so 'n vennootskap of, as daar nie so 'n kantoor of besigheidsplek is nie, dan deur diening op enige lid van so 'n vennootskap op enige van voormalde wyse;

(ii) in die geval van twee of meer persone wat in hul hoedanigheid van kurators van 'n insolvente boedel, likwidateurs van 'n maatskappy, eksekuteurs, kurators of voogde gedagvaar word, wanneer diening kan geskied deur afluering aan enige van hulle op enige van voormalde wyse;

(iii) in die geval van 'n sindikaat, oningelyfde maatskappy, klub, vereniging, kerk, openbare instigting of openbare liggaam, wanneer diening kan geskied deur afluering by die plaaslike kantoor of besigheidsplek van so 'n liggaam of, as daar nie so 'n kantoor of besigheidsplek is nie, deur diening op die voorsitter of sekretaris of soortgelyke amptenaar daarvan op enige van voormalde wyse.

(10) Diening van 'n daavaarding (subpoena) op 'n getuie kan geskied binne 'n redelike tyd voordat hy sy opwagting by die hof moet maak, en wel op enige van voormalde wyse, maar hoof nie deur die bode uitgevoer te word nie.

(11) (a) 'n Kennisgewing, versoek, verklaring of ander dokument, wat nie 'n geregtlike prosesstuk is nie, kan gedien word deur dit met hand af te lewer by die adres wat vir diening in die dagvaarding of verskyning om te verdedig (na gelang van die geval) gegee is of deur dit per geregistreerde pos aan die posadres wat aldus gegee is, te stuur.

(b) 'n Adres vir diening of posadres wat aldus gegee is, kan verander word deur 'n kennisgewing van 'n nuwe adres in te lewer en daarvan kan diening soos voorvoem by so 'n nuwe adres geskied.

(c) Service by registered post under this sub-rule shall be deemed, until the contrary appear, to have been effected at 10 a.m. on the next day but one after the postmarked date upon the receipt for registration.

(d) Service under this sub-rule need not be effected through the messenger.

(12) Where the court is satisfied that service cannot be effected in any manner hereinbefore prescribed, and that the action is within its jurisdiction it may make an order allowing service to be effected in such manner as may be stated in such order.

(13) Where the service to be effected is that of—

(i) an order made *ex parte* which calls upon the respondent to show cause at a time stated or limited in the order; or

(ii) an interpleader summons;

it shall be effected at least three days plus one additional day for each 10 miles distance of the place of service from the court-house, not exceeding 21 days in all, before the time stated or limited therein for the appearance of the party served.

(14) Except where otherwise provided, notice of application to the court shall be served at least three days before the time appointed for the hearing of the application but the court may on cause shown reduce such period.

(15) (a) Unless otherwise provided, where service of process may be effected by registered post, the service shall be so effected by the messenger placing a copy thereof in an envelope, addressing and posting it by pre-paid registered letter to the address of the party to be served and at the time of registration making application for an acknowledgement by the addressee of the receipt thereof as provided in section fifty-four of Government Notice No. 1468, published in the *Gazette* of the 29th August, 1911.

(b) A receipt form completed as provided in section fifty-seven of the said Government Notice shall be a sufficient acknowledgment of receipt for the purposes hereof.

(c) If no such acknowledgment be received the messenger shall state the fact in his return of service of the summons or process.

(d) Every such letter shall have on the envelope a printed or typewritten notice in the following terms:—

"This letter must not be readdressed. If delivery is not effected before.....19... it must be delivered to the messenger of the magistrate's court at....."

#### SUMMONS COMMENCING ACTION.

9. The process of the court for commencing an action shall be by summons calling upon the defendant to enter an appearance within a stated time after service (which shall not be less than three days, plus one additional day for each 10 miles distance of the place of service from the court-house, but not to exceed 21 days in all) to answer the claim of the plaintiff, and warning the defendant of the consequences of failure to do so; and shall be signed by the clerk of the court, and shall bear the date of issue by him.

#### ENDORSEMENT OF SUMMONS.

10. (1) The summons shall before issue be endorsed with particulars of claim, and shall include—

(i) a form of consent to judgment;

(ii) a form of appearance to defend; and

(iii) a notice drawing the defendant's attention to the provisions of section one hundred and nine of the Act.

(2) The endorsement shall be signed by the plaintiff or by his attorney, and the full address where the plaintiff will accept service of process in the action (which address, except in places where there are fewer than three attorneys or firms of attorneys practising independently of one another shall not be more than three miles distant from the court-house) and also the postal address of the person so signing shall be given thereon.

(3) The particulars of claim shall show the nature and amount of the claim, the rate of interest and the amount thereof claimed up to the date of the summons, and the amount which, if the action is undefended, is claimed for attorney's costs and court fees. The messenger shall endorse the amount of his charges on the summons on service thereof.

(4) The particulars shall also show any abandonment of part of the claim under section thirty-eight of the Act and any set-off under section thirty-nine of the Act.

(5) Where the summons contains more than one claim, the particulars of each claim and the relief sought in respect of each claim shall be stated separately.

(6) Where the particulars contain more than 100 words, they may be contained in an annexure served with the summons, which annexure shall be taken to be part of the summons.

(c) Totdat die teendeel blyk, word dit beskou dat diening per geregistreerde pos volgens hierdie subrel geskied het om tienuur van op die tweede dag na die datum van die posmerk op die registrasiebewys.

(d) Diening volgens hierdie subrel hoef nie deur middel van die bode te geskied nie.

(12) Waar die hof daarvan oortuig is dat diening nie op enigeen van voormalde wyse bewerkstellig kan word nie en dat die aksie binne sy regtige bevoegdheid is, kan hy 'n bevel gee waarvolgens diening op die wyse wat in die bevel vermeld word, kau geskied.

(13) Waar die diening wat bewerkstellig moet word die is van—

(i) 'n *ex parte* verleende bevel waarin van die respondent vereis word om gronde aan te voer op 'n tyd wat in die bevel vermeld of beperk word; of

(ii) 'n tussenpleitdagvaarding,

moet dit uitgevoer word minstens drie dae plus een ekstra dag vir elke tien myl wat die plek van diening van die hofgebou verwyder is, dog altesame hoogstens een-en-twintig dae, voor die daarvan vermelde of daardeur beperkte tyd vir die verskyning van die party op wie gedien word.

(14) Behalwe waar anders bepaal word, moet kennisgewing van aansoek by die hof gedien word minstens drie dae voor die tyd wat vir die verhoor van die aansoek vastegele is, dog die hof kan om redes wat aangevoer mag word, so'n tydperk verminder.

(15) (a) Waar diening van 'n prosesstuk per geregistreerde pos kau geskied, moet behoudens andersluidende bepalings, die diening aldus deur die bode bewerkstellig word deur 'n afskrif daarvan in 'n koevert te plaas, dit te adresseer en per gefraankeerde geregistreerde brief te pos aan die adres van die party op wie gedien moet word en, ten tyde van die registrasie van die brief, aansoek te doen om voorsiening te word van 'n erkennung van die ontvangers daarvan deur die geadresseerde soos bepaal in artikel vier-en-vyftig van Goewermentskennisgewing No. 1468, gepubliseer in die *Staatskoerant* van 29 Augustus 1911.

(b) 'n Ontvangsbewys wat volgens voorskrif van artikel sewe-en-vyftig van genoemde Goewermentskennisgewing ingevul is, is vir doeleindes van hierdie reël voldoende erkenning van ontvangers.

(c) As sodanige erkenning nie ontvang word nie, moet die bode hierdie feit in sy relaas van die diening van die dagvaarding of prosesstuk vermeld.

(d) Op die koevert wat so'n brief bevat, moet 'n kennisgewing in die volgende bewoording in druk of tikschrift voor-kom:

"Hierdie brief moenie heradresseer word nie. Indien onafgelewer na..... moet dit aan die bode van die Magistraatshof te..... afgelewer word."

#### DAGVAARDING WAARDEUR 'N AKSIE BEGIN WORD.

9. Die geregtelike prosesstuk vir die aanvang van 'n aksie is 'n dagvaarding waarby van die verweerde vereis word om verskyning aan te teken binne 'n bepaalde tyd na diening (wat minstens drie dae plus 'n ekstra dag vir elke tien myl wat die plek van diening van die hofgebou verwyder is, dog altesame hoogstens een-en-twintig dae, moet wees) ten einde te antwoord op die eis van die eiser, en waarby die verweerde gewaarsku word van die gevolge van versuim om sulks te doen; die prosesstuk moet deur die klerk van die hof onderteken wees en die datum dra waarop hy dit uitgereik het.

#### ENDOSSERING VAN DAGVAARDING.

10. (1) Voordat die dagvaarding uitgereik word, moet die besonderhede van die eis daarop geëndosseer word en moet dit vergesel gaan van—

(i) 'n vorm van toestemming tot vonnis;

(ii) 'n vorm van verskyning om te verdedig; en

(iii) 'n kennisgewing waarin die verweerde se aandag gevestig word op die bepalings van artikel honderd-en-nege van die Wet.

(2) Die endossement moet deur die eiser of sy prokureur onderteken word, en die volledige adres waar die eiser diening van prosesstukke in die aksie sal aanveem (behalwe op plekke waar daar minder as drie prokureurs of firmas van prokureurs is wat onafhanklik van mekaar prakteer, moet so'n adres hoogstens drie myl van die hofgebou verwyder wees) en ook die posadres van die persoon wat aldus onderteken, moet by die endossement vermeld word.

(3) Die besonderhede van die eis moet die aard en bedrag van die eis aangee, asook die rentekoers en die bedrag aan rente wat tot op die datum van die dagvaarding geëis word, en die bedrag wat, as die aksie nie verdedig word nie, by wyse van prokureurskoste en hofgelde geëis word. Wanneer die bode die dagvaarding dien, moet hy die bedrag van sy koste diaarop endosseer.

(4) Die besonderhede moet ook enige afstanddoening van 'n gedeelte van die eis kragtens artikel ag-en-dertig van die Wet vermeld, asook enige skuldvergelyking volgens artikel nege-en-dertig van die Wet.

(5) Waar die dagvaarding meer as een eis behels, moet die besonderhede van elke eis en die verligting wat ten opsigte van elke eis aangevaar word, afsonderlik vermeld word.

(6) Waar die besonderhede meer as 100 woorde beslaan, kan hulle vervat word in 'n aanhangsel wat tesame niet die dagvaarding gedien word; so'n aanhangsel word geag deel van die dagvaarding uit te maak.

(7) The clerk of the court may refuse to issue a summons in which an excessive amount is claimed for attorney's costs or court fees.

(8) The summons shall also show—

(i) the surname of the defendant by which he is known to the plaintiff, the defendant's sex and residence or place of business, and, where known, his christian name or initials and his occupation; and, if defendant is sued in a representative capacity, the capacity in which he is so sued;

(ii) the christian name, surname, sex, occupation and the residence or place of business of the plaintiff;

(iii) where the plaintiff sues as cessionary, the name, address and description of the cedent at the date of the cession, and the date of the cession;

(iv) where the plaintiff sues in a representative capacity, the capacity in which he sues;

(v) where the plaintiff sues upon an instrument presentment whereof was necessary, the fact and date of presentment;

(vi) where the defendant is cited under the jurisdiction conferred upon the court by section twenty-eight (1) (d) of the Act the summons shall contain an averment that the whole cause of action arose within the district but need set out no further particulars in support of such averment; provided, however, that the defendant may in manner prescribed in rule 18 require the delivery of such particulars;

(vii) where the defendant is cited under the jurisdiction conferred upon the court by section twenty-eight (1) (g) of the Act, the summons shall contain an averment that the property concerned is situate within the district.

(9) More claims than one may be made in a summons either alternatively or otherwise, but claims which are not expressed to be alternative shall not be mutually inconsistent, nor based on inconsistent averments of facts.

#### ACTIONS BY AND AGAINST PARTNERS, ETC.

11. (1) Any two or more persons claiming or being sued as co-partners may sue or be sued in the name of the firm, of which such persons were co-partners at the time of the accruing of the cause of action; and, in any such case, any party may by notice require from the party so suing or sued a statement of the names and places of residence of the persons who were at the time of the accruing of the cause of action co-partners in any such firm.

(2) The party receiving such notice shall, within three days after receipt thereof, deliver the statement required.

(3) When the names of the partners are so declared, the action shall proceed in the same manner and the same consequences in all respects shall follow as if they had been named in the summons; but all the proceedings shall nevertheless continue in the name of the firm.

(4) Any person carrying on business in a name or style other than his own name may sue or be sued in such name or style as if it were a firm name; and so far as the nature of the case will permit all the provisions of this rule relating to proceedings against firms shall apply.

(5) The provisions of this rule shall also apply mutatis mutandis to an unincorporated company, syndicate, or association.

(6) When action has been instituted by or against a firm or by or against a person carrying on business in a name or style other than his own name or by or against an unincorporated company, syndicate or association in the name of the firm or in such name or style or in the name of the company, syndicate or association, as the case may be, the court may on the application of the other party to the action made at any time either before or after judgment on notice to a person alleged to be a partner in such firm or the persons so carrying on business, or a member of such company, syndicate or association, declare such person to be a partner, the person so carrying on business or a member, as the case may be, and on the making of such order the provisions of sub-rule (3) shall apply as if the name of such person had been declared in a statement delivered as provided in sub-rule (2).

#### AMENDMENT OF SUMMONS.

12. (1) Subject to the provisions of this rule a summons may, before service, be amended by the plaintiff as he shall think fit.

(2) Any alteration or amendment of a summons before service and whether before or after issue, shall, before the summons is served, be initialed by the clerk of the court in the original summons, and, until so initialed, such alterations and amendments shall have no effect.

(3) A summons may, after service, be amended with the leave of the court either on application on notice or at the hearing subject to such order as to adjournment and costs as shall be just; and the court shall take into consideration whether adequate prior notice of intention to apply for such amendment has been served upon the other party affected: Provided that when neither the christian name nor the initial of the defendant is shown, or a wrongly spelt christian name, or not all christian names appear in the summons but the correct christian name or initial of the person on whom service of the summons has been effected is disclosed in the return of the messenger, the clerk of the court may, at the request of the plaintiff and without notice to such person

(7) Die klerk van die hof kan weier om 'n dagvaarding, waarin 'n buitensporige bedrag vir prokureurskoste en hofgeld geëis word, uit te reik.

(8) Die dagvaarding moet ook vermeld—

(i) die familienaam van die verweerde waarby hy aan die eiser bekend is die verweerde se geslag en woning of besigheidsplek en, as dit bekend is, sy voornaam of voorletters en sy beroep; en as die verweerde in 'n verteenwoordigende hoedanigheid gedagvaar word, die hoedanigheid waarin hy aldus gedagvaar word;

(ii) die voornaam, familienaam, geslag, beroep en die woning of besigheidsplek van die eiser;

(iii) waar die eiser as sessionaris dagvaar, die naam, adres en beschrywing van die sedent op die datum van die sessie, asook die datum van die sessie;

(iv) waar die eiser in 'n verteenwoordigende hoedanigheid dagvaar, die hoedanigheid waarin hy dagvaar;

(v) waar die eiser dagvaar op 'n akte waarvan die voorlegging nodig was, die feit en datum van voorlegging;

(vi) waar die verweerde kragtens dieregsbevoegdheid wat by artikel ag-en-twintig (1) (d) van die Wet aan die hof verleen word, moet die dagvaarding 'n bewering bevat dat die skuldoorsaak geheelal binne die distrik ontstaan het, maar hoof geen verdere besonderhede ter stawing van so'n bewering aan te gee nie; die verweerde kan egter volgens voorskrif van reël 18 die inflewing van sulke besonderhede vereis;

(vii) waar die verweerde gedagvaar word kragtens dieregsbevoegdheid wat by artikel ag-en-twintig (1) (g) van die Wet aan die hof verleen word, moet die dagvaarding 'n bewering bevat dat die betrokke goedere binne die distrik geleë is.

(9) Meer as een eis kan in 'n dagvaarding, hetsy in die alternatief of andersins, gestel word, dog eise waarvan nie verklaar word dat hulle alternatief is nie, mag nie onderling teenstrydig wees nie en ook nie op teenstrydig bewerings aangaande feite gegrond wees nie.

#### AKSIES DEUR EN TEEN VENNOTE, ENS.

11. (1) Twee of meer persone wat as vennote eis of gedagvaar word, kan dagvaar of gedagvaar word in die naam van die firma waarvan sulke persone vennote was op die tydstip toe die skuldoorsaak ontstaan het; en in so'n geval kan enige party, by kennisgewing, van die party wat aldus dagvaar of gedagvaar word 'n opgawe vereis van die name en verblyfpleklike van die persone wat op die tydstip waarop die skuldoorsaak ontstaan het vennote in so'n firma was.

(2) Die party wat so'n kennisgewing ontvang, moet binne drie dae na ontvangs daarvan die vereiste opgawe inlewer.

(3) Wanneer die name van die vennote aldus opgegee word, gaan die aksie voort op dieselfde wyse en ontstaan in alle opsigte dieselfde gevolge asof hul name in die dagvaarding genoem is; dog al die verrigtinge moet nietemin in die naam van die firma voortgaan.

(4) Enigeen wat besigheid onder 'n ander naam as sy eie dryf, kan onder so'n naam dagvaar of gedagvaar word asof dit 'n firmanaan was; en vir sover die aard van die saak dit toelaat, is al die bepalings van hierdie reël betreffende geregtelike optrede teen firmas van toepassing.

(5) Die bepalings van hierdie reël is *mutatis mutandis* ook van toepassing op 'n oningeleyfde maatskappy, sindikaat of vereniging.

(6) Wanneer 'n aksie ingestel is deur teen 'n firma of deur teen 'n persoon wat onder 'n ander naam as sy eie besigheid dryf, of deur teen 'n oningeleyfde maatskappy, sindikaat of vereniging, in die naam van die firma of in so'n naam of in die naam van die maatskappy, sindikaat of vereniging, al na die geval, kan die hof op aansoek van die ander party in die aksie gedoen te eniger tyd voor- of nadat vonnis gevel is, by kennisgewing aan iemand wat beweer word 'n vennoot in so'n firma of die persoon wat aldus besigheid dryf of 'n lid van so'n maatskappy, sindikaat, of vereniging te wees, verklaar dat so'n persoon 'n vennoot, die persoon wat aldus besigheid dryf of 'n lid is, al ua die geval, en wanneer so'n bevel gegee word, is die bepalings van subreël (3) van toepassing asof die naam van so'n persoon vermeld is in 'n opgawe wat volgens voorskrif van subreël (2) ingelewer is.

#### WYSIGING VAN DAGVAARDING.

12. (1) Behoudens die bepalings van hierdie reël kan 'n dagvaarding voordat dit gedien word, na goeddunke deur die eiser gewysig word.

(2) 'n Verandering of wysiging van 'n dagvaarding voordat dit gedien word en hetsy voor- of nadat dit uitgereik is, moet, voordat die dagvaarding gedien word, deur die klerk van die hof in die oorspronklike dagvaarding geparafeer word en totdat dit aldus geparafeer is, is sulke veranderingen en wysigings van nul en geen waarde.

(3) Nadat 'n dagvaarding gedien is, kan dit met die toestemming van die hof gewysig word hetsy op aansoek na kennisgewing of by die verhoor, onderworpe aan sodanige bevel betreffende uitstel en koste as wat billik is; en die hof moet in aanmerking neem of toereikende voorafgaande kennisgewing van die voorneme om om so'n wysiging aansoek te doen op die ander betrokke party gedien is: met dien verstande dat wanneer nog die voornaam nog die voorletter van die verweerde aangegeef word, of 'n verkeerd gespelde voornaam in die dagvaarding voorkom of nie alle voornaam nie, dog die juiste voornaam of voorletter van die persoon op wie die dagvaarding gedien is in die relasie van die beide aangegeef word, die klerk van die hof op versoek van die eiser en sonder kennisgewing aan so'n persoon, so'n

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insert such name or initial in the summons as being the name or initial of the defendant and such amendment for all purposes shall be considered as if it had been made before service of the summons.

CLAIMS IN RECONVENTION.

13. (1) The provisions of these rules shall mutatis mutandis apply to claims in reconvention except that it shall not be necessary to enter an appearance to defend, and that all times which, in the case of a claim in convention, run from the date of appearance, shall, in the case of a claim in reconvention, run from the date of delivery of the claim.

(2) A claim in reconvention shall be made by the delivery, within the time limited by rule 22 for the delivery of a plea, of a statement in writing giving such particulars of the claim in reconvention as are required as to claims in convention.

(3) A defendant may set up by a claim in reconvention any right or claim of any amount which he may allege against the plaintiff, whether liquid or illiquid, whether liquidated or unliquidated, whether or not it arises out of or is connected with the subject-matter of the claim in convention; and such claim (if within the jurisdiction of the court) shall have the same effect as a cross-action, so as to enable the court to pronounce a final judgment in the same action both on the claim in convention and on the claim in reconvention.

(4) A defendant delivering a claim in reconvention may by notice delivered therewith or within two days thereafter apply to the court to pronounce that the claim in reconvention exceeds its jurisdiction and to stay the action under section forty-seven of the Act.

(5) Where the court finds that the claim in reconvention exceeds its jurisdiction, the defendant may forthwith or by notice delivered within two days after such finding apply for stay of the action.

(6) If no application for stay be made or having been made be dismissed, the court shall on the application of the plaintiff or otherwise of its own motion dismiss a claim in reconvention pronounced to exceed its jurisdiction, unless the defendant shall forthwith abandon under section thirty-eight of the Act sufficient of such claim to bring it within the jurisdiction.

(7) Where both the claim in convention and the claim in reconvention proceed to trial under rule 28, each action may be tried separately, but judgment shall be given on both *pari passu*.

(8) A claim in reconvention may not be made by a defendant in reconvention.

(9) Where an action is withdrawn, stayed, discontinued or dismissed it shall nevertheless be competent to proceed separately with the claim in reconvention, if any.

APPEARANCE TO DEFEND.

14. (1) A defendant intending to defend shall, within three days after service of the summons, plus one additional day for each 10 miles distance of the place of service from the court-house, not exceeding 21 days in all, or within the period limited by the summons, whichever shall be the longer, enter an appearance to defend by delivery of a memorandum in writing that he intends to defend.

(2) In actions against the State, appearance to defend may be entered at any time within 21 days after service.

(3) Notwithstanding anything in sub-rules (1) and (2) an appearance to defend, even though entered after the expiry of the periods mentioned in the said rules, shall nevertheless be effective provided a request for default judgment has not yet been made.

(4) The memorandum shall be signed by the defendant, and shall state the full address for service (which address, except in places where there are fewer than three attorneys or firms of attorneys practising independently of one another, shall be not more than three miles distant from the court-house) and also the postal address of the person who has so signed.

(5) The clerk of the court shall, at the request of an illiterate defendant who does not employ an attorney, enter an appearance for him.

(6) The entry of an appearance shall be without prejudice to any exception which the defendant may have.

JUDGMENT BY CONSENT.

15. (1) A defendant may before entry of appearance consent to judgment by—

(i) signing the form of consent endorsed on the original summons; or

(ii) lodging with the clerk of the court a consent in a similar form duly signed by him and by two witnesses whose addresses are also given;

(iii) lodging with the clerk of the court the copy of the summons served upon him with the form of consent endorsed thereon duly signed by him.

(2) Where a defendant so consents before instructions for service have been given to the messenger, it shall not be necessary to serve the summons, and he shall not be chargeable with fees for service.

(3) A defendant so consenting at least 24 hours before the expiration of the time limited for appearance shall not be chargeable with judgment charges.

naam of voorletter in die dagvaarding as die naam of voorletter van die verweerde kan invoeg en so'n wissiging word vir alle doelendes beskou asof dit aangebring was voor dat die dagvaarding gedien is.

EISE IN REKONVENTIE.

13. (1) Die bepalings van hierdie reëls is *mutatis mutandis* van toepassing op eise in rekonsensie, behalwe dat verskyning tot verdediging nie aangeteken hoeft te word nie en dat alle tydperke wat in die geval van 'n eis in konvensie vanaf die datum van verskyning loop, in die geval van 'n eis in rekonsensie vanaf die datum van inlewing van die eis loop.

(2) 'n Eis in rekonsensie word ingestel deur die inlewing, binne die tydperk wat deur reg 22 vir die inlewing van 'n verweerskrif gestel word, van 'n skriftelike verklaring waarin die besonderhede wat vereis word in verband met eise in konvensie, in verband met die eis in rekonsensie vermeld word.

(3) 'n Verweerde kan in 'n eis in rekonsensie enige reg of eis van watter bedrag ook, wat hy teen die eiser mag aanvoer, opwerp, onverskillig of dit likwiede of illikwiede, gelikwiede of ongelikwiede is en of dit ontstaan uit of in verband staan met die inhoud van die eis in konvensie; en so'n eis (as dit binne dieregsbevoegdheid van die hof is) het dieselfde uitwerking as 'n kruisgeding in die sin dat dit die hof in staat stel om in dieselfde aksie 'n eindvonnis te vel, sowel wat betref die eis in konvensie as die eis in rekonsensie.

(4) 'n Verweerde wat 'n eis in rekonsensie inlewer, kan by kennisgewing wat saam daarmee of binne twee dae daarna ingelewer word, by die hof aansoek doen om te beslis dat die eis in rekonsensie syregsbevoegdheid oorskry en om die aksie ingevolge artikel *sewe-en-veertig* van die Wet op te skort.

(5) Waar die hof bevind dat die eis in rekonsensie syregsbevoegdheid oorskry, kan die verweerde onmiddellik of by kennisgewing wat binne twee dae na so'n bevinding ingelewer is, aansoek doen dat die aksie opgeskort word.

(6) Indien geen aansoek om opskorting gedoen word nie, of indien dit, as dit gedoen is, afgewys word, moet die hof op aansoek deur die eiser, of anders uit eie beweging, 'n eis in rekonsensie waaromtrent beslis is dat dit dieregsbevoegdheid van die hof oorskry, afwys, tensy die verweerde onverwyd kragtens artikel *agt-en-dertig* van die Wet van 'n genoegsmaaie deel van die eis afstand doen om dit binne dieregsbevoegdheid van die hof te stel.

(7) Wanneer kragtens reg 28 tot behandeling van beide die eis in konvensie en die eis in rekonsensie oorgegaan word, kan elke aksie afsonderlik verhoor word, maar albei moet deur een en dieselfde vonnis beslis word.

(8) 'n Verweerde in rekonsensie kan nie 'n eis in rekonsensie instel nie.

(9) Word 'n aksie teruggetrek, opgeskort, gestaak of afgewys, kan desnittemin met die eis in rekonsensie, as daar een is, afsonderlik voortgegaan word.

VERSKYNING TOT VERDEDIGING.

14. (1) 'n Verweerde wat voornemens is om te verdedig, moet binne 3 volle dae nadat die dagvaarding gedien is, plus een verdere dag vir elke tien myl wat die plek van diening van die hofgebou verwyder is, dog altesame hoogstens 21 dae, of binne die termyn in die dagvaarding gestel, wat ook al die langste is, verskyning tot verdediging aanteken, deur inlewing van 'n skriftelike memorandum waarin hy verstaan dat hy voornemens is om te verdedig.

(2) By aksies teen die Staat, kan verskyning tot verdediging te eniger tyd binne 21 dae na diening aangeteken word.

(3) Ondanks ander bepalings van subreëls (1) en (2) is 'n verskyning tot verdediging, selfs indien dit aangeteken is nadat die termyn genoem in vermelde reëls verstryk het, van krag nits 'n versoek om vonnis by verstek nog nie gedoen is nie.

(4) Die memorandum moet deur die verweerde onderteken word en moet die volledige adres waar die diening moet plaasvind, vermeld (wat, behalwe op plekke waar daar minder as drie prokureurs of prokureurshirms onafhanklik van mekaar praktiseer hoogstens 3 myl van die hofgebou verwyd mag wees) asook die posadres van die ondertekenaar.

(5) Die klerk van die hof moet op versoek van 'n ongeletterde verweerde wat nie 'n prokureur het nie, vir hom verskyning aanteken.

(6) Die aantekenning van verskyning doen geen afbreuk aan 'n eksepsie wat die verweerde mag hê nie.

VONNIS DEUR TOESTEMMING.

15. (1) Voordat 'n verweerde verskyning aanteken, kan hy toestemming tot vonnis verleen deur—

(i) die vorm van toestemming wat op die oorspronklike dagvaarding geëndosseer is, te onderteken; of

(ii) 'n soortgelyke vorm van toestemming, behoorlik deur hom en twee getuies (wie se adresse ook aangegee word) onderteken, by die klerk van die hof in te dien;

(iii) by die klerk van die hof die afskrif van die dagvaarding wat op hom gedien is, in te dien, met die vorm van toestemming wat daarop geëndosseer is, behoorlik deur hom onderteken.

(2) Stem 'n verweerde op hierdie wyse toe voordat aan die hode opdrag tot diening gegee is, is dit nie nodig om die dagvaarding te dien nie en word geen dieningsgelde teen die verweerde in rekening gebring nie.

(3) Teen 'n verweerde wat minstens 24 uur voor verloop van die termyn wat vir verskyning gestel is, op hierdie wyse toestemming verleen, word geen vonniskoste in rekening gebring nie.

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(4) A defendant may after entry of appearance consent to judgment by delivering a consent signed by himself or by his attorney of record in form similar to that endorsed on the summons.

(5) If the defendant's consent is for less than the amount claimed in the summons, he may enter an appearance to defend or may continue his defence as to the balance of the claim; and, notwithstanding a judgment upon such consent, the action may proceed as to such balance, and it shall in that event be in all subsequent respects an action for such balance.

JUDGMENT BY DEFAULT.

16. (1) If a defendant has failed to enter appearance to defend within the time limited in rule 14 or before the lodgment of the request hereinafter mentioned and has not consented to judgment the plaintiff may lodge with the clerk of the court a written request to have judgment entered against such defendant for any sum not exceeding the sum claimed in the summons or for other relief so claimed, for the costs of the action, and for interest from the date of the summons to the date of judgment at the rate specified in the summons or, if no rate be specified, at the rate of four per centum per annum.

(2) If the defendant has entered appearance but has failed to deliver a plea within the time limited by rule 22 the plaintiff may deliver notice in writing calling upon the defendant to deliver a plea within forty-eight hours of the receipt of such notice, and on failure of the defendant so to do may lodge with the clerk of the court a written request to have judgment entered in the same manner as if the defendant had failed to enter appearance to defend.

(3) When the defendant has failed to enter appearance to defend or having entered appearance, has failed to deliver a plea within the period specified in a notice delivered to him in terms of sub-rule (2), and the plaintiff has in either case requested the entry of judgment, or when the defendant has consented to judgment, the clerk of the court shall, subject to the provisions of sub-rules (4), (5), (6), (7) and (8) enter judgment in terms of the plaintiff's request or of the defendant's consent, as the case may be.

(4) If it appears to the clerk of the court that the defendant intends to defend the action but that his entry of appearance is defective in respect that the memorandum thereof—

(i) has not been properly delivered; or

(ii) has not been properly signed; or

(iii) does not set out the postal address of the person signing it or an address for service as prescribed in rule 14;

(iv) exhibits any two or more of such defects or any other defect of form;

he shall not enter judgment against the defendant unless the plaintiff has delivered written notice to the defendant that request for judgment in default of due entry of appearance is being made and the defendant has not within forty-eight hours of the receipt by him of such notice delivered a memorandum of entry of appearance in due form. Such notice shall clearly set out in what respect the defendant's entry of appearance is alleged to be defective.

(5) Judgment in default of appearance to defend shall not be entered in an action in which the summons has been served by registered post unless with the return of service by the messenger there has been filed the acknowledgment mentioned in sub-rule (15) of rule 8.

(6) The clerk of the court shall refer to the court any request made for the entry of judgment on a claim for damages and the plaintiff shall furnish to the court evidence either oral or by affidavit of the nature and extent of the damages suffered by him. The court shall thereupon assess the amount if any recoverable by the plaintiff as damages and shall enter an appropriate judgment.

(7) If the action be on a liquid document the plaintiff shall before entry of judgment whether by consent or default file of record the original of such document duly stamped, or an affidavit setting out reasons to the satisfaction of the court why such original cannot or should not be filed.

(8) The clerk of the court may refer to the court any consent to or request for judgment and the court may thereupon—

(i) if a default judgment be sought call upon the plaintiff to produce such evidence either written or oral in support of his claim as it may deem necessary;

(ii) if a judgment by consent be sought call upon the plaintiff to produce evidence to satisfy the court that the consent has been signed by the defendant and is a consent to the judgment sought;

(iii) enter judgment in terms of plaintiff's request or for so much of the claim as has been established to its satisfaction;

(iv) enter judgment in terms of defendant's consent;

(4) Nadat 'n verweerde verskyning aangeteken het, kan hy toestemming tot vonnis verleen deur 'n vorm van toestemming, soortgelyk aan dié wat op die dagvaarding geëndorseer is, en deur hom of sy prokureur volgens die stukke onderteken, in te lewer.

(5) Stem die verweerde toe tot 'n kleiner bedrag as wat in die dagvaarding geëis word, kan hy verskyning tot verdediging aanteken, of sy verdediging voortsit wat betref die saldo van die eis, en die aksie kan, ondanks 'n vonnis ingevolge sodanige toestemming, voortgesit word wat genoemde saldo betref en is in dié geval in alle verdere oopsigte 'n aksie vir sodanige saldo.

VONNIS BY VERSTEK.

16. (1) Indien 'n verweerde in gebreke gebly het om verskyning tot verdediging aan te teken binne die termyn in reël 14 gestel of voordat ondergenoemde versoek ingedien is en hy nie tot vonnis toegestem het nie, kan die eiser by die kerk van die hof 'n skriftelike versoek indien dat vonnis teen sodanige verweerde aangeteken word vir 'n bedrag van hoogstens dié wat in die dagvaarding geëis word of vir ander verligting wat aldus geëis word, vir die koste van die aksie en vir rente vanaf die datum van die dagvaarding tot die datum van vonnis teen die koers in die dagvaarding vermeld, of, as geen koers vermeld word nie, teen die koers van 4 persent per jaar.

(2) Indien die verweerde verskyning aangeteken het, maar in gebreke gebly het om 'n verweerskrif binne die termyn gestel in reël 22 in te lewer, kan die eiser 'n skriftelike kennisgowing inlewer waarin hy die verweerde aansê om binne agt-en-veertig uur na ontvangs van die kennisgowing 'n verweerskrif in te lewer, en kan, as die verweerde in gebreke bly om dit te doen, by die kerk van die hof 'n skriftelike versoek indien dat vonnis op dieselfde wyse aangeteken word asof die verweerde versuim het om verskyning tot verdediging aan te teken.

(3) Wanneer die verweerde in gebreke gebly het om verskyning tot verdediging aan te teken, of, hoewel hy verskyning aangeteken het, versuim het om binne die termyn vermeld in die kennisgowing wat kragtens subreël (2) aan hom afgelever is, 'n verweerskrif in te lewer, en die eiser in die een of ander geval aantekening van vonnis versoek het, of wanneer die verweerde tot vonnis toegestem het, moet die kerk van die hof, met inagneming van die bepalings van subreëls (4), (5), (6), (7) en (8) vonnis aanteken ooreenkomsdig die eiser se versoek of die verweerde se toesteeming, al na die geval.

(4) As dit die kerk van die hof voorkom dat die verweerde voorinemens is om die aksie te verdedig, maar dat sy aantekening van verskyning gebrekbaar is in dié oopsig dat die memorandum daarvan—

(i) nie behoorlik ingelewer is nie; of

(ii) nie behoorlik onderteken is nie; of

(iii) nie die posadres van die persoon wat dit onderteken het of 'n adres vir diening volgens voorskrif van reël 14 aangee nie; of

(iv) blyk onderhewig te wees aan twee of meer van voornoemde gebreke of aan 'n ander formeel gebrek; teken hy nie vonnis teen die verweerde aan nie, tensy die eiser 'n skriftelike kennisgowing aan die verweerde afgelever het dat 'n versoek om vonnis by gebreke van behoorlike aantekening van verskyning gedoen word, en die verweerde nie binne 48 uur nadat hy die kennisgowing ontvang het, 'n memorandum van aantekening van verskyning in behoorlike vorm ingelewer het nie. So'n kennisgowing moet in duidelike bewoording vermeld in watter oopsig die verweerde se aantekening van verskyning beweer word gebrekbaar te wees.

(5) Vonnis by gebreke van verskyning tot verdediging word nie in 'n aksie waarin die dagvaarding per geregistreerde pos gedien is, aanteken nie, tensy die erkenning vermeld in subreël (15) van reël 8 tesame met die bode se relaas van diening ingedien is.

(6) 'n Versoek om aantekening van vonnis op 'n eis vir skadevergoeding moet deur die kerk van die hof na die hof verwys word, en die verweerde moet of mondelings of by beëdigde verklaring aan die hof bewys lewer van die aard en die omvang van die skade wat hy gely het. Die hof moet vervolgens die bedrag wat die eiser by wyse van skadevergoeding kan verhaal, vasstel en 'n gepaste vonnis aan teken.

(7) As die aksie op 'n likwide dokument steun, moet die eiser, voordat vonnis, hetsy deur toestemming of by verstek, aangeteken word, die oorspronklike dokument behoorlik gesêl, of 'n beëdigde verklaring, met aangifte daarin van redes tot bevrediging van die hof, waarom die oorspronklike dokument nie by die stukke in die saak kan of behoort opgeberg te word nie, ter opbergindien.

(8) Die kerk van die hof kan 'n toestemming tot, of versoek om vonnis na die hof verwys, en die hof kan vervolgens—

(i) indien vonnis by verstek verlang word, die eiser gelas om die bewyse, hetsy skriftelik of mondeling, wat die hof nodig mag ag, ter stawing van sy eis te verstrek;

(ii) indien 'n vonnis deur toestemming verlang word, die eiser gelas om bewys tot bevrediging van die hof te lewer dat die toestemming deur die verweerde geteken is, en 'n toestemming tot die verlangde vonnis is;

(iii) vonnis aanteken ooreenkomsdig die eiser se versoek, of vir dié gedeelte van die eis wat tot bevrediging van die hof bewys is;

(iv) vonnis aanteken ooreenkomsdig die verweerde se toestemming;

(v) refuse judgment; or

(vi) make such other order as may be just.

(9) When one or more of several defendants in an action consent to judgment or fail to enter appearance or to deliver a plea, judgment may be entered against the defendant or defendants who have consented to judgment or are in default and the plaintiff may proceed on such judgment without prejudice to his right to continue the action against another defendant or other defendants.

(10) Judgment shall be entered by recording in the civil record book the particulars of the judgment and the date thereof.

#### FURTHER PARTICULARS.

17. (1) A defendant may at any time after entering appearance to defend and before delivery of the plea apply to the plaintiff by notice for copies of all or any of the accounts or documents upon which the action is founded; and such copies shall be delivered by the plaintiff within four days after receipt of such notice.

(2) The plaintiff shall, on notice, forthwith allow the defendant to inspect the originals of such accounts or documents.

(3) If the plaintiff wrongfully refuses or fails to furnish such copies or to allow the defendant so to inspect, the action may, on application, be dismissed with costs.

18. (1) Any party may, by notice delivered not more than four days after entry of appearance in the case of a summons or after the delivery of any other pleading or after judgment on any exception to such pleading has been given require the party delivering such pleading to deliver such further information as is reasonably necessary to enable such party to plead.

(2) The party delivering such pleading shall, within four days after receipt of such notice, deliver such information.

#### PAYMENT INTO COURT.

19. (1) A defendant may at any time pay into court unconditionally the amount claimed in the summons and thereupon all further proceedings in the action shall be stayed save as hereinlater provided for the recovery of any costs not included in such payment.

(2) (a) A defendant may without prejudice pay an amount into court by way of offer in settlement of the plaintiff's claim.

(b) A plaintiff may within ten days after receipt of notice of such payment into court deliver a request for the payment out to him of the amount paid in and further proceedings shall thereupon be stayed save as hereinlater provided for the recovery of costs not included in the payment.

(3) A defendant paying money into court after entry of appearance in terms of sub-rule (1) or at any time in terms of sub-rule (2) shall at the same time deliver a notice setting out that an amount has been paid into court and stating whether it has been paid in unconditionally under sub-rule (1) or as an offer of settlement under sub-rule (2) and if in the case of payment in under sub-rule (2) the amount paid is offered in settlement of both claim and costs stating that fact.

(4) The clerk of the court shall pay out to the plaintiff any moneys paid into court under sub-rule (1) or (2) provided that moneys paid into court under sub-rule (2) shall only be paid out on delivery of the request mentioned in paragraph (b) of that rule.

(5) A plaintiff entitled to payment out under sub-rule (4) shall, save when a defendant making payment in under sub-rule (2) states in his notice of payment that the amount paid in is inclusive of costs, be entitled to recover from the defendant the costs incurred by him up to the time of payment into court, together with his costs of obtaining payment out, in the same manner as if an order for such costs had been made by the court.

(6) Where money has been paid into court under sub-rule (2) as an offer of settlement and the court finds on a trial of the action that plaintiff has failed to prove that there is any more due to him than the amount so paid in, the court shall first order payment out to the plaintiff of so much thereof as may be awarded to him (but subject to any order or judgment against him for the defendant's costs) and shall then give judgment for the defendant and shall order the plaintiff to pay the costs incurred by the defendant after payment into court and shall make such order as may be just in regard to costs previously incurred.

(7) A defendant pleading tender shall on the day of filing his plea pay into court the amount so tendered if such amount has not already been paid to the plaintiff.

(8) Save as provided in sub-rule (4) moneys paid into court under this rule shall be paid out only upon a judgment declaring who is entitled thereto or upon the written consent of the parties.

(9) Where the claim is for damages or compensation the amount of a tender or payment into court shall not be disclosed to the court or in the pleadings until after judgment on the claim has been given. An order for costs shall be

(v) vonnis weier; of

(vi) so'n ander bevel gee as wat billik mag wees.

(9) Wanneer een of meer van verskeie verweerders in 'n aksie toestem tot vonnis, of in gebreke bly of verskyning aan te leken of 'n verweerskrif in te lewer, kan vonnis teen die verweerde of verweerders wat tot vonnis toegestem of in gebreke gebly het, aangeteken word, en die eiser kan op so'n vonnis handel sonder om afbreuk te doen aan sy reg om die aksie voort te sit teen 'n ander verweerde of die ander verweerders.

(10) Vonnis word aangeteken deur die besonderhede van die vounis met die datum waarop dit aangeteken is in die Register van Siviele Sake in te skryf.

#### NADERE BESONDERHEDDE.

17. (1) 'n Verweerde kan te eniger tyd nadat hy verskyning tot verdediging aangeteken het en voordat die verweerskrif ingelewer is, by kennisgewing aansoek doen by die eiser om afskrifte van alle rekenings of dokumente of enigeen daarvan waarop die eis berus; en sulke afskrifte moet binne 4 dae na ontvangs van so'n kennisgewing deur die eiser ingelewer word.

(2) Die eiser moet, na kennisgewing, die verweerde onverwyd toelaat om die oorspronklike van genoemde rekenings of dokumente in te sien.

(3) As die eiser wederregtelik weier of versuint om die afskrifte aldus in te lewer of om die verweerde toe te laat om hulle aldus in te sien, kan die eis op aansoek met koste afgewys word.

18. (1) 'n Party kan, by kennisgewing ingelewer hoogstens vier dae na aantekening van verskyning in die geval van 'n dagvaarding, of na inlevering van 'n ander pleitskrif, of nadat vonnis op grond van eksepsie teen so'n pleitskrif geveld is, die party wat so'n pleitskrif inlewer aansé om sulke nadere inligting as wat redelikheidswys nodig is om so'n party in staat te stel om te pleit, in te lewer.

(2) Die party wat so'n pleitskrif inlewer, moet binne vier dae na ontvangs van so'n kennisgewing sodanige inligting inlewer.

#### GEREGTELKE INBETALING.

19. (1) 'n Verweerde kan te eniger tyd onvoorwaardelik die bedrag wat in die dagvaarding geëis word geregtelik inbetalen en dan word alle verdere stapte in die aksie gestuit, behalwe, vir sover hieronder bepaal, tot verhaal van koste wat nie by die betaling inbegrepe is nie.

(2) (a) 'n Verweerde kan met voorbehoed van regte 'n bedrag by wyse van 'n aanbod ter vereffening van die eiser se eis geregtelik inbetalen.

(b) Binne 10 dae nadat 'n eiser kennis van so'n geregtelike inbetalung ontvang het, kan hy 'n versoek dat die inbetalde bedrag aan hom uitbetaal word, inlewer, en daarna word verdere stapte gestuit, behalwe, vir sover hieronder bepaal word, tot verhaal van koste wat nie by die betaling inbegrepe is nie.

(3) 'n Verweerde wat ooreenkomsdig subreël (1) nadat hy verskyning aangeteken het, of ooreenkomsdig subreël (2) te eniger tyd, 'n geregtelike inbetalung doen, moet terselfdertyd 'n kennisgewing inlewer waarin die bedrag van die geregtelike inbetalung aangegee word, met vermelding of die bedrag onvoorwaardelik ingevolge subreël (1) inbetal is of by wyse van 'n aanbod ter vereffening ingevolge subreël (2) en waarin, as die bedrag ingeval van 'n inbetalung ingevolge subreël (2) ter vereffening van die eis sowel as die koste aangebied word, daardie feit vermeld word.

(4) Die klerk van die hof moet geld wat ingevolge subreël (1) of (2) geregtelik inbetal is, aan die eiser uitbetaal, met dien verstande dat geld wat ingevolge subreël (2) geregtelik inbetal is, alleen uitbetaal word nadat die versoek vermeld in paragraaf (b) van daardie reël ingelewer is.

(5) 'n Eiser wat ingevolge subreël (4) op uitbetalung geregtig is, is, behalwe wanneer 'n verweerde wat ingevolge subreël (2) geregtelik inbetal in sy kennisgewing van inbetalung vermeld dat die inbetalde bedrag koste insluit, geregtig om die koste wat hy tot op die tydstip van geregtelike inbetalung aangegaan het, tesame met die koste om uitbetalung te verkry, op die verweerde op dieselfde wyse te verhaal asof die hof 'n bevel vir sodanige koste gegee het.

(6) Wanneer geld ingevolge subreël (2) geregtelik by wyse van 'n aanbod ter vereffening inbetal is, en die hof by verhoor van die aksie bevind dat nie meer as die aldus inbetalde bedrag aan die eiser verskuldig is nie, beveel die hof eers uitbetalung aan die eiser van soveel daarvan as wat aan hom toegeken mag word (maar onderworpe aan enige bevel of vonnis teen hom vir betaling van die verweerde se koste), en vel dan vonnis ten gunste van die verweerde en beveel die eiser om die koste wat die verweerde na geregtelike inbetalung aangegaan het, te betaal en gee sodanige bevel as wat billik mag wees in verband met koste wat voor die inbetalung gemaak is.

(7) 'n Verweerde wat aanbod van betaling pleit, moet op die datum waarop hy sy verweerskrif indien die bedrag wat aldus aangebied is, geregtelik inbetal as daardie bedrag nie reeds aan die eiser betaal is nie.

(8) Geld wat geregtelik kragteus subreël (4) inbetal is, word behoudens die bepalings van daardie reël alleen uitbetal ingevolge 'n vonnis waarby die reggebende aangewys word of ingevolge die skriftelike toestemming van die partye.

(9) Waar die eis vir skadevergoeding of vir vergoeding is, word die bedrag van 'n aanbod of geregtelike inbetalung nie aan die hof of in die pleitskrifte geopenbaar nie totdat vonnis op die eis geveld is. 'n Bevel vir koste word slegs

made only after disclosure of the amount tendered or paid into court and the court in awarding costs shall proceed as provided in sub-rule (6).

**EXCEPTIONS AND MOTIONS TO STRIKE OUT.**

20. (1) (a) A defendant shall within seven days after entry of appearance deliver particulars of any exception to the summons provided that where the delivery of documents or information has been requested in terms of rule 17 or 18 particulars of the exception may be delivered within seven days after delivery of such documents or information.

(b) A defendant failing to deliver such particulars within such period may not thereafter raise any exception without leave of the court granted on application after notice to the plaintiff.

(2) The only exceptions that may be taken by a defendant are—

- (i) that the summons does not disclose a cause of action;
- (ii) that the summons is vague and embarrassing;
- (iii) that the summons does not comply with the requirements of rule 9 or 10;
- (iv) that the summons has not been properly served;
- (v) that the copy of the summons served upon defendant differs materially from the original.

(3) Any other defence shall be raised by means of plea in accordance with the provisions of rule 22.

(4) Where more than one claim is made in a summons, exception may be taken to any one or more of such claims.

(5) (a) The court shall not uphold any exception unless it is satisfied that the defendant would be prejudiced in the conduct of his defence if the summons were allowed to stand.

(b) A defendant raising an exception that the summons does not comply with the requirements of rule 10 or 12 shall set out particulars of the alleged non-compliance.

(c) The court shall not uphold an exception that the summons is vague and embarrassing unless the defendant has prior to taking the exception by delivery of a notice given to the plaintiff an opportunity of removing the cause of the complaint.

(6) (a) A defendant may move to strike out any of two or more claims in a summons which, not being in the alternative are mutually inconsistent or are based on inconsistent averments of fact, or to strike out any argumentative irrelevant superfluous or contradictory matter contained in the summons.

(b) The provisions of sub-rule (1) shall apply mutatis mutandis to the delivery of particulars of such a motion.

(7) An exception, or motion to strike out shall, if particulars thereof have been delivered before the hearing of an application by the plaintiff for summary judgment, be heard and determined at the hearing of such application. If no such application be made either party may on three days' notice set down such exception, or motion for hearing before the trial.

**SUMMARY JUDGMENT.**

21. (1) Where a defendant has entered an appearance to defend, the plaintiff in convention may apply to the court for summary judgment if the claim is only—

- (i) on a liquid document;
- (ii) for a liquidated amount in money;
- (iii) for the delivery of specified movable property;
- (iv) for ejectment; or
- (v) for any two or more such matters in addition to costs.

(2) Such an application shall be made on not less than three days' notice delivered not more than four days after the date of the defendant's appearance to defend; and the plaintiff shall deliver with such notice—

- (i) if the claim is illiquid, a copy of an affidavit, made by himself or by any other person who can swear positively to the facts, verifying the cause of action and the amount claimed; if any, and stating that in his belief there is not a bona fide defence to the action and that appearance has been entered solely for the purpose of delay;
- (ii) if the claim is liquid, a copy of the document on which the claim is founded.

(3) Upon the hearing of an application for summary judgment the defendant may—

- (i) pay into court to abide the result of the action the sum sued for, together with such sum for costs as the court may determine;
- (ii) give security to satisfy any judgment which may be given against him in the action; or

(iii) satisfy the court by affidavit delivered not later than noon of the preceding day (which affidavit may by leave of the court be supplemented by oral evidence) that he has a bona fide defence to the action or a bona fide counter-claim against the plaintiff. Such affidavit and evidence shall disclose fully the nature and grounds of the defence or claim in reconvention.

(4) No evidence may be adduced by the plaintiff otherwise than by the affidavit of which a copy was delivered with the notice or by production without evidence of the liquid document sued upon; nor may any person who gives oral evidence be cross-examined by the plaintiff but such person

gegee nadat die bedrag wat aangebied of geregtelik inbetaal is geopenbaar is, en by die toekenning van koste gaan die hof te werk volgens voorskrif van subrule (6).

**EKSEPSIES EN MOSIES VIR DEURHALING.**

20. (1) (a) 'n Verweerde moet binne 7 dae na aantekening van verskyning besonderhede van enige eksepsie teen die dagvaarding inlewer: met dien verstande dat, wanneer inlewing van dokumente of inligting ooreenkomsdig reël 17 of 18 versoek is, besonderhede van die eksepsie binne 7 dae na inlewing van sulke dokumente of inligting, ingelewer kan word.

(b) 'n Verweerde wat versuim om voornoemde besonderhede binne so'n tydperk in te lewer, kan nie daarna sonder verlof van die hof verleen op aansoek na kennigewing aan die eiser, 'n eksepsie opwerp nie.

(2) Die verweerde kan alleen die volgende eksepsies opwerp—

- (i) dat die dagvaarding geen grond van aksie toon nie;
- (ii) dat die dagvaarding vaag en verwarrend is;
- (iii) dat die dagvaarding nie voldoen aan die voorskrifte van reël 9 of 10 nie;

(iv) dat die dagvaarding nie behoorlik gedien is nie;

(v) dat die afskrif van die dagvaarding wat op die verweerde gedien is wesenlik van die oorspronklike verskil.

(3) Enige ander verweer moet opgewer word by wyse van 'n verweerskrif volgens die bepalings van reël 22.

(4) Wanneer meer as een eis in 'n dagvaarding ingestel word, kan eksepsie teen een of meer van daardie eise opgewer word.

(5) (a) Die hof handhaaf nie 'n eksepsie nie tensy hy oortuig is dat die verweerde in sy verdediging benadeel sal word indien toegelaat word dat die dagvaarding bly staan.

(b) 'n Verweerde wat 'n eksepsie opwerp dat die dagvaarding nie aan die voorskrifte van reël 10 of 12 voldoen nie, moet besonderhede van die beweerde nie-voldoening uit-eenset.

(c) Die hof handhaaf nie 'n eksepsie dat die dagvaarding vaag en verwarrend is nie tensy die verweerde, voordat hy eksepsie opgewer het, deur inlewing van 'n kennigewing die eiser 'n geleentheid gegee het om die oorsaak van die klage te verwyder.

(6) (a) 'n Verweerde kan by wyse van mosie versoek dat enigeen van twee of meer eise in 'n dagvaarding wat nie in die alternatief gestel is nie en onderling teenstrydig is of egrend is op teenstrydige beweerings aangaande feite, deurgehaal word, of dat enige redenering of teenstrydigheid of eniglets wat nie ter sake is nie, of wat oorbedig is, in die dagvaarding deurgehaal word.

(b) Die bepalings van subrule (1) is *mutatis mutandis* van toepassing op die inlewing van besonderhede aangaande so'n mosie.

(7) 'n Eksepsie of mosie vir deurhaling word, as besonderhede daarvan voor die verhoor van 'n aansoek deur die eiser om sunniere vennis ingelewer is, verhoor en beslis by die verhoor van daardie aansoek. As so'n aansoek nie gedoen word nie, kan enigeen van die partye die eksepsie of mosie met 3 dae kennigewing vir verhoor op die rol plaas.

**SUMMIERE VONNIS.**

21. (1) Wanneer 'n verweerde verskyning tot verdediging aangeteken het, kan die eiser in konvensie by die hof aansoek doen om sunniere vennis as die eis, benewens koste, ingestel is alleen—

- (i) op 'n likwide dokument;
- (ii) vir 'n gelikwiderde geldsom;
- (iii) vir levering van omskrywe roerende goedere;
- (iv) vir ontruiming; of
- (v) vir enige twee of meer van voornoemde aangeleenthede.

(2) So'n aansoek moet gedoen word met minstens drie dae kennigewing wat hoogstens 4 dae na die datum van die verweerde se verskyning tot verdediging ingelewer moet word. Tesame met die kennigewing moet die eiser inlewer—

(i) as die eis 'n likwide is, 'n afskrif van 'n beëdigde verklaring deur homself afgelê of deur iemand anders, wat die feite met sekerheid kan beweer, waarin die skuldoorsaak en die bedrag wat gesê word, as daar een is, bevestig word en verklaar word dat hy oortuig is dat daar nie 'n bona fide verweer teen die aksie bestaan nie en dat verskyning aangeteken is alleen om die saak te vertrag;

(ii) as die eis 'n likwide is, 'n afskrif van die dokument waarop die eis berus.

(3) By die verhoor van 'n aansoek om sunniere vennis kan die verweerde—

(i) in afwagting van die sitslag van die aksie die bedrag waarvoor gedagvaar is, tesame met die bedrag aan koste wat die hof mag vaststel, geregtelik inbetaal;

(ii) sekerheid stel dat hy 'n vennis wat teen hom in die aksie geveld mag word, sal voldoen; of

(iii) die hof by beëdigde verklaring ingelewer nie later as die voorafgaande dag om twaalfuur nie, oortuig daarvan dat hy 'n bona fide verweer teen die aksie het of 'n bona fide teenis teen die eiser. Voornoemde beëdigde verklaring kan met verlof van die hof deur mondellingsgetuenis aangevul word. Die beëdigde verklaring en getuenis moet die aard en gronde van die verweer of eis in rekonsensie ten volle bloot lê.

(4) Die eiser kan geen ander bewys aanvoer as deur middel van die beëdigde verklaring waarvan 'n afskrif tesame met die kennigewing ingelewer is of deur middel van die oorelegging sonder bewys van die likwide dokument waarop aangespreek word; ook kan iemand wat mondellingsgetuenis

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may after examination by the defendant be examined by the court.

(5) Subject to rule 19, if the defendant does not so pay into court or find security or satisfy the court, the court may enter summary judgment for the plaintiff.

(6) If the defendant so pays into court or finds security or so satisfies the court, the court shall give leave to defend, and the action shall proceed as if no application under this rule has been made.

(7) Where leave to defend is given under sub-rule (6) the evidence given on the hearing of the application for summary judgment shall not, at any subsequent hearing, be admissible (except by consent) in favour of the party on whose behalf it was given, except in so far as the respective deponents and witnesses are produced at such subsequent hearing for cross-examination.

(8) If, on the hearing of an application made under this rule, it appears either that one defendant is entitled to leave to defend and another is not so entitled, or that the defendant is entitled to leave to defend as to part only of the claim, the court may—

(i) give leave to defend to a defendant so entitled and enter judgment against a defendant not so entitled; or

(ii) give leave to defend to the defendant as to such part of the claim and enter judgment against the defendant as to the balance of the claim; or

(iii) make both such orders.

PLEA.

22. (1) The defendant shall within seven days—

(i) after entry of appearance; or

(ii) after delivery of documents or particulars in terms of rule 17 or 18; or

(iii) if application for summary judgment be made, then within seven days after the dismissal of such application; or

(iv) after the making of an order giving leave to defend; or

(v) if exception or motion to strike out be set down for hearing in terms of sub-rule 20 (7), then within seven days after the dismissal of such exception or motion; or

(vi) after any amendment of the summons allowed by the court at the hearing of such exception or motion, deliver a statement in writing to be called a plea;

Provided that if an appeal be noted against a decision on exception, or such proceedings be brought in review, the plea shall be delivered within such time as may be directed by the court of appeal or, on application, by the court.

(2) If the defendant be the State and the summons has been served elsewhere than at the permanent head office of the defendant department, seven days shall be added in each case to the number of days prescribed in sub-rule (1).

(3) The plea shall be dated and be signed by the defendant or his attorney.

(4) The defendant in his plea shall either admit or deny or confess and avoid all the material facts alleged in the particulars to the summons and shall clearly and concisely state the nature of his defence and all the material facts on which it is based.

(5) (a) For the purposes of this rule defendant includes a person upon whom a summons has been served, who alleges that he is not the defendant cited in the summons and enters appearance to defend on that ground. The court may on the hearing of any such defence order costs to be paid to or by such person as if he were a party to the action.

(b) If such defence be sustained the court instead of dismissing the summons may, if moved thereto by the plaintiff, allow any necessary amendment and order that it be served upon the real defendant.

(6) A bare denial of liability; or a defence of general issue shall not be admissible; but the defendant may, either as a sole defence or in combination with any other defence not inconsistent therewith, deny specifically any of the allegations in the summons.

(7) Subject to the provisions of rule 19—

(i) where a tender is pleaded as to part of the amount claimed, the plea shall specify the items of the plaintiff's claim to which the tender relates.

(ii) A plea of tender shall not be admissible unless the amount of the alleged tender is paid into court on the delivery of the plea, if not already paid to the plaintiff. Such amount shall only be paid out to the plaintiff on the order of the court.

(iii) A tender after action brought shall (unless such undertaking is expressly disavowed at the time of such tender) imply an undertaking to pay the plaintiff's costs up to the date of the tender, and shall be valid without a tender or payment into court of the amount at which such costs may be taxed.

(8) Where payment into court is alleged in the plea, the particulars shall show whether the payment in has been made under sub-rule (1) or (2) of rule 19 or by way of tender under sub-rule (7) of this rule. If the nature of the payment

nie deur die eiser onder kruisverhoor geneem word nie, dog so iemand kan, nadat hy deur die verweerde ondervra is, deur die hof ondervra word.

(5) Indien die verweerde nie aldus geregtelik inbetaal, sekerheid stel of die hof oortuig nie, kan die hof, met inname van die bepalings van reël 19, summiere vonnis ten gunste van die eiser aanteken.

(6) Indien die verweerde aldus geregtelik inbetaal of sekerheid stel of die hof oortuig, verleen die hof verlof tot verdediging en gaan die aksie voort asof geen aansoek kragtens hierdie reël gedaan is nie.

(7) Wanneer verlof tot verdediging kragtens subreël (6) verleent word, is die getuenis wat by die verhoor van die aansoek om summiere vonnis afgelê is, nie by 'n latere verhoor toekbaar nie (behalwe met toestemming) ten gunste van die party ten behoeve van wie dit afgelê is, behalwe vir sover die onderskeie deponente en getuies by so'n latere verhoor vir kruisverhoor voorgebring word.

(8) Indien dit by die verhoor van 'n aansoek wat kragtens hierdie reël gedaan is, blyk dat een verweerde geregtig is op verlof tot verdediging en 'n ander verweerde nie aldus geregtig is nie, of dat die verweerde geregtig is op verlof tot verdediging alleen wat betrek 'n gedeelte van die eis, kan die hof—

(i) aan die verweerde wat aldus daarop geregtig is, verlof tot verdediging verleen en vonnis aanteken teen 'n verweerde wat nie aldus geregtig is nie; of

(ii) aan die verweerde verlof tot verdediging verleen wat betrek sodanige gedeelte van die eis, en vonnis aanteken teen die verweerde wat betrek die saldo van die eis; of

(iii) albei sulke bevels gee.

VERWEERSKRIF.

22. (1) Die verweerde moet binne 7 dae—

(i) na aantekening van verskyning; of

(ii) na inlewering van dokumente of besonderhede ooreenkomsdig reël 17 of 18; of

(iii) indien aansoek om summiere vonnis gedaan word, dan binne sewe dae nadat so'n aansoek afgewys is; of

(iv) nadat 'n bevel waarby verlof tot verdediging verleent word, gegee is; of

(v) indien eksepsie of mosie vir deurhaling ooreenkomsdig subreël 20 (7) op die rol vir verhoor geplaas word, dan binne sewe dae nadat so'n eksepsie of mosie afgewys is; of

(vi) na enige wysiging van die dagvaarding wat die hof by die verhoor van so'n eksepsie of mosie toestaan, 'n skriflike verklaring, bekend as 'n verweerskrif, inlewer; met dien verstande dat indien appèl teen 'n beslissing op eksepsie aangeteken word of die saak aan hersiening onderwerp word, die verweerskrif ingelewer moet word binne die tyd deur die hof van appèl of, op aansoek, deur die hof gelas.

(2) Indien die verweerde die Staat is en die dagvaarding op 'n ander plek as die permanente hoofkantoor van die verweerde departement gedien is, word in elke geval sewe dae toegevoeg aan die aantal dae wat in subreël (1) voorgeskryf is.

(3) Die verweerskrif moet deur die verweerde of sy prokureur gedateer en onderteken wees.

(4) Die verweerde moet in sy verweerskrif al die tersaakklike feite wat in die besonderhede van die dagvaarding aangevoer word, of erken of ontken of erken en vermy en moet kort en duidelik die aard van sy verweer en al die tersaakklike feite waarop dit berus uiteenset.

(5) (a) Vir doelendes van hierdie reël sluit verweerde iemand in op wie 'n dagvaarding gedien is wat beweer dat hy nie die verweerde is wat in die dagvaarding genoem word nie en op daardie grond verskyning tot verdediging aanteken. By die verhoor van so'n verweer kan die hof beveel dat koste aan of deur so'n persoon betaal word asof hy 'n party by die aksie was.

(b) Indien so'n verweer gehandhaaf word, kan die hof in plaas van die dagvaarding af te wys, op versoek by wyse van mosie deur die eiser enige nodige wysiging toestaan en beveel dat dit op die werklike verweerde gedien word.

(6) 'n Blote ontkenning van aanspreeklikheid of 'n verweer van algemene ontkenning is nie toelaatbaar nie; maar 'n verweerde kan, hetsy as enigste verweer of tesame met 'n ander verweer wat nie daarmee teenstrydig is nie, enigeen van die beweerings in die dagvaarding in die besonder ontken.

(7) Behoudens die bepalings van reël 19—

(i) moet, wanneer, wat betrek 'n gedeelte van die geëiste bedrag, 'n aanbod gepleit word, die verweerskrif die verskillende items van die eiser se eis waarop die aanbod betrekking het, vermeld;

(ii) is 'n verweerskrif nie toelaatbaar nie tensy die bedrag van die bewerde aanbod, as dit nie alreeds aan die eiser betaal is nie, by inlewering van die verweerskrif geregtelik inbetaal word. Sodanige bedrag word alleen op beveel van die hof aan die eiser uitbetaal.

(iii) sluit 'n aanbod wat gedaan word nadat aksie ingestel is 'n onderneming in om die eiser se koste te betaal tot op die datum van die aanbod (teensy so'n onderneming ten tyde van die aanbod uitdruklik ontken word) en is dit geldig sonder 'n aanbod of geregtelike inbetalting van die bedrag waarop sulke koste getakseer mag word.

(8) Wanneer geregtelike inbetalting in die verweerskrif beweer word, moet die besonderhede aantoon of die inbetalting geskied het kragtens subreël (1) of (2) van reël 19 of by wyse van aanbod kragtens subreël (7) van hierdie reël.

in be not specified it shall be deemed to be by way of tender after action brought.

(9) Every allegation of fact by the plaintiff which is inconsistent with the plea shall be presumed to be denied and every other allegation shall be taken to be admitted.

(10) If during the trial of an action it appears that there is *prima facie* evidence of a defence on some other ground than that pleaded, the court may, on application at the trial, allow such new defence to be then pleaded *viva voce* on such terms as to adjournment and costs as shall be just.

(11) Any defence (including an exception) which can be adjudicated upon without the necessity of going into the main case may be set down by either party for a separate hearing upon four days' notice at any time after such defence has been raised.

(12) A plaintiff may within seven days of delivery of the plea or further particulars and with or before delivering a reply deliver particulars of an exception to the plea.

(13) A plaintiff may except to the plea on the ground either—

(i) that it does not disclose a defence to the plaintiff's claim; or

(ii) that it is vague and embarrassing; or

(iii) that it does not comply with the requirements of this rule.

(14) (a) The court shall not uphold any exception unless it is satisfied that the plaintiff would be prejudiced in the conduct of his case if the plea were allowed to stand.

(b) A plaintiff raising an exception that the plea does not comply with the requirements of this rule shall set out particulars of the alleged non-compliance.

(c) The court shall not uphold an exception that the plea is vague and embarrassing unless the plaintiff has, prior to taking exception, by delivery of a notice given the defendant an opportunity of removing the cause of the complaint.

(15) Information delivered by the defendant in terms of rule 18 shall be deemed to be included in the plea.

(16) (a) A plaintiff may move to strike out any of two or more defences which, not being pleaded in the alternative, are mutually contradictory, or any argumentative, irrelevant, superfluous or contradictory matter which may be stated in a plea.

(b) The provisions of sub-rule (11) shall apply mutatis mutandis to the delivery of particulars of a motion to strike out.

(17) An exception to or motion to strike out matter from a plea may be set down for hearing by either party on four days' notice.

(18) If such an exception or motion be sustained and no application for amendment be made, or being made be refused, the court may if the plea then discloses no defence give judgment for the plaintiff.

#### REPLY.

23. (1) Where the defence is other than a bare denial of one or more of the allegations of the summons, the plaintiff may, within four days after the delivery of the plea or after the delivery in terms of rule 18 of further information in respect of the plea deliver a statement in writing to be called a reply.

(2) The rules applicable to the plea shall, mutatis mutandis, apply to the reply.

(3) Where the plaintiff does not within the time limit deliver a reply, he shall be taken to have denied all the allegations of fact contained in the plea.

(4) Upon the delivery of a reply or, where no reply is delivered, upon the expiration of the period limited for reply, the pleadings shall be deemed to be closed.

#### DISCOVERY OF DOCUMENTS.

24. (1) After the close of pleadings either party may deliver a notice to the other party calling on him to deliver a schedule specifying the books and documents in his possession or under his control relating to the action which he intends to use in the action or which tend to prove or disprove either party's case. Such schedule verified by affidavit shall be delivered by the party thereto required within three days of the delivery of the aforesaid notice. If privilege be claimed for any of the documents scheduled, such documents shall be separately listed on the schedule and the ground on which privilege is claimed in respect of each shall be set out.

(2) A book or document not so disclosed may not be used for any purpose on the trial of the action by the party in whose possession or under whose control it is without the leave of the court on such terms as to adjournment and costs as may be just, but the other party may call for and use such book or document in the cross-examination of a witness.

(3) Each party shall, on notice, forthwith allow the other party to inspect and take copies of all books and documents disclosed in terms of sub-rule (1) or specified in a notice delivered in terms of sub-rule (4) and shall, on prepayment therefor, forthwith furnish the other party with such copies thereof or extracts therefrom as may be requested.

Indien die aard van die inbetaling nie vermeld word nie, word dit geag inbetaling te wees by wyse van aanbod nadat aksie ingestel is.

(9) Elke feitlike bewering van die eiser wat strydig is met die verweerskrif word geag ontken te word en elke ander bewering word geag erken te word.

(10) Indien dit gedurende die verhoor van 'n aksie blyk dat daar *prima facie* bewys van 'n verweer op 'n ander grond as dié wat gepleit is bestaan, kan die hof op aansoek by die verhoor toestaan dat daardie nuwe verweer dan *viva voce* gepleit word onderworpe aan sulke voorwaardes wat betrekking het op die verdaging en koste as wat billik mag wees.

(11) Enige verweer (met inbegrip van 'n eksepsie) waaroor beslis kan word sonder dat dit noodsaaklik is om op die hoofsaak in te gaan, kan deur enige van die partieë met vier dae kennisgewing te eniger tyd nadat sodanige verweer opgewerpt word vir afsonderlike verhoor op die rol geplaas word.

(12) 'n Eiser kan binne sewe dae na inlewing van die verweerskrif of nader besonderhede en by voor inlewing van 'n repliek besonderhede van 'n eksepsie teen die verweerskrif inlewer.

(13) 'n Eiser kan 'n eksepsie teen die verweerskrif opwerp op grond daarvan dat dit óf

(i) nie 'n verweer teen die eiser se eis aantoon nie; óf

(ii) vaag en verwarrend is; óf

(iii) nie aan die voorskrifte van hierdie reël voldoen nie.

(14) (a) Die hof handhaaf nie 'n eksepsie nie tensy hy concluder is dat die eiser in die voor van sy saak benadeel sal word indien toegelaat word dat die verweerskrif bly staan.

(b) 'n Eiser wat 'n eksepsie opwerp dat die verweerskrif nie aan die vereistes van hierdie reël voldoen nie, moet besonderhede aangaande die beweerde nie-voldoening aangegee.

(c) Die hof handhaaf nie 'n eksepsie dat die verweerskrif vaag en verwarrend is nie tensy die eiser, voordat hy eksepsie opgewerpt het, deur inlewing van 'n kennisgewing die verweerde 'n geleentheid gegee het om die oorsaak van die klage te verwijder.

(15) Inligting wat kragtens reël 18 deur die verweerde ingelewer word, word geag in die verweerskrif vervat te wees.

(16) (a) 'n Eiser kan by wyse van mosie versoek dat enigeen van twee of meer ververe wat nie in die alternatief gepleit word nie en onderling teenstrydig is of enige redenering of teenstrydigheid van enigets wat nie ter sake is nie of wat oorbodig is, in die verweerskrif deurgehaal word.

(b) Die bepalings van subreël (11) is *mutatis mutandis* van toepassing op die inlewing van besonderhede aangaande 'n mosie vir deurhaling.

(17) 'n Eksepsie teen of 'n mosie vir deurhaling van iets in 'n verweerskrif kan deur die een of ander party met vier dae kennisgewing vir verhoor op die rol geplaas word.

(18) As so'n eksepsie of mosie gehandhaaf word en geen aansoek om 'n wysiging gedaan word nie of, indien dit wel gedaan word, geweier word, kan die hof, as die verweerskrif dan geen verweer aantoon nie, vonnis ten gunste van die eiser gee.

#### REPLIEK.

23. (1) Wanneer 'n verweer nie slegs 'n blote ontkenning van een of meer van die beweringe in die dagvaarding is nie, kan die eiser binne 4 dae na inlewing van die verweerskrif of na inlewing ooreenkomsdig reël 18 van verdere inligting met betrekking tot die verweerskrif, 'n skriftelike verklaring, 'n repliek genoem, inlewer.

(2) Die reëls wat op die verweerskrif betrekking het is *mutatis mutandis* ook van toepassing op die repliek.

(3) Wanneer die eiser nie binne die gestelde termyn 'n repliek inlewer nie, word veronderstel dat hy al die feitlike beweringe in die verweerskrif uitken het.

(4) By inlewing van 'n repliek of, as geen repliek ingelewer word nie, by verloop van die ternyn wat vir repliek gestel is, word die pleitskritte geag geslote te wees.

#### OOPLEGGING VAN DOKUMENTE.

24. (1) Nadat die pleitskritte gesluit is, kan enigeen van die twee partie 'n kennisgewing aan die ander party inlewer waarby hy aangesê word om 'n lys in te lewer waarin die boeke en dokumente in sy besit of onder sy beheer wat betrekking het op die aksie en wat hy van plan is om in die aksie te gebruik of wat daartoe kan bydra om die saak van een van die twee partie te bewys of te weerlê, aangegee word. So 'n lys, deur beëdigde verklaring bevestig, moet binne drie dae na inlewing van voornoemde kennisgewing deur die party wat daartoe aangesê is, ingelewer word. Indien aanspraak gemaak word op privilegie ten opsigte van enigeen van die dokumente wat in die lys vermeld is, moet so'n dokument afsonderlik op die lys aangegee word en moet die grond waarop op privilegie aanspraak gemaak word ten opsigte van elke sodanige dokument uiteengesit word.

(2) 'n Boek of dokument wat nie op hierdie wyse oopgele is nie, kan nie deur die party in wie se besit of onder wie se beheer dit is sonder verlof van die hof, verleen op sulke voorwaardes betrekende verdaging en koste as wat billik mag wees, vir enige doel by die verhoor van die aksie gebruik word nie, maar die ander party kan so'n boek of dokument opeis en dit by die kruisverhoor van 'n getuie gebruik.

(3) Elke party moet na kennisgewing die ander party ouverwyd toelaat om alle boeke en dokumente wat ooreenkomsdig subreël (1) oopgele is of wat in 'n kennisgewing ingelewer ooreenkomsdig subreël (4) vermeld word, in te sien en afskrifte daarvan te maak en moet teen vooruitbetaling daarvoor onverwyd die ander party voorsien van sodanige afskrifte daarvan en uittreksels daaruit as wat versoek mag word.

(4) Either party may, by notice to produce, require the other to produce, on the trial of the action, the books and documents so disclosed and also any other books and documents specified in detail; and such a notice shall have the effect of a subpoena under rule 26 as regards all such books or documents as are in the possession or under the control of the party to whom notice is so given.

PRE-TRIAL PROCEDURE.

25. (1) The request in writing referred to in sub-section (1) of section fifty-four of the Act shall be made in duplicate to the clerk of the court requesting the court to call a pre-trial conference. Such request shall indicate generally the matters which it is desired should be considered at such conference. The clerk shall forthwith place such request before a judicial officer, who shall if he decides to call a conference direct the clerk of the court to issue the necessary process.

(2) The process for requiring the attendance of parties or their representatives at a pre-trial conference shall be by letter signed by the clerk of the court together with a copy of the request, if any, referred to in sub-rule (1). Such letter shall be delivered by hand or posted by registered post at least 48 hours prior to the date fixed for the said conference.

SUBPOENAS.

26. (1) The process of the court for compelling the attendance of any person to give evidence or to produce any books, papers or documents shall be by subpoena issued by the clerk of the court and sued out by the party desiring the attendance of such person. In the case of evidence taken on commission, such process shall be sued out by the party desiring the attendance of the witness, and issued by the commission.

(2) There shall be delivered to the messenger (if the party suing out the subpoena desires it to be served through the messenger) together with the said subpoena so many copies thereof as there are witnesses to be summoned, and also such sum or sums of money as the party for whom they are to be summoned intends that the messenger shall pay or offer to the said witnesses respectively for their conduct money.

(3) The court may set aside service of any subpoena if it shall appear that the witness served was not given reasonable time to enable him to appear in pursuance of the subpoena.

SETDOWN-OF TRIAL.

27. (1) The trial of an action shall be subject to the delivery by the plaintiff after the pleadings have been closed of notice of trial for a day or days approved by the clerk of the court; provided that, if the plaintiff does not within 14 days after the pleadings have been closed deliver notice of trial, the defendant may do so.

(2) The delivery of such notice shall ipso facto operate to set down for trial at the same time any claim in reconvention made by the defendant.

(3) Service of such notice shall be effected at least seven days before the day so approved.

TRIAL.

28. (1) The trial of an action shall take place at the court house from which the summons was issued, unless the court shall otherwise order.

(2) A witness who is not a party to the action may be ordered by the court—

(i) to leave the court until his evidence is required or after his evidence has been given; or

(ii) to remain in court after his evidence has been given until the trial is terminated or adjourned.

(3) The court may, before proceeding to hear evidence, require the parties to state shortly the issues of fact or questions of law which are in dispute and may record the issues as so stated.

(4) Where upon the pleadings it appears to the court that there are several issues of fact and the court is of opinion that the determination of any one of such issues would dispose of the whole case it may require the parties to deal with that issue before proceeding with the other issues and the court may thereupon give final judgment without dealing with such other issues.

(5) If the question in dispute is a question of law and the parties are agreed upon the facts, the facts may be admitted in court, either *viva voce* or by written statement, by the parties and recorded by the court, and judgment may be given thereon without further evidence.

(6) When questions of law and issues of fact arise in the same case and the court is of opinion that the case may be disposed of upon the question of law only, the court may require the parties to argue upon those questions only and may give its decision thereon before taking evidence as to the issues of fact and may give final judgment without dealing with the issues of fact.

(7) (a) If on the pleadings the burden of proof is on the plaintiff he shall first adduce his evidence.

(b) If absolution from the instance is not then decreed, the defendant shall then adduce his evidence.

(8) Where such burden of proof is on the defendant, the defendant shall first adduce his evidence, and if necessary the plaintiff shall thereafter adduce his evidence.

(4) Enigeen van die twee partye kan, deur kennisgewing tot oorlegging, die ander party aansé of by die verhoor van die aksie die boeke en dokumente wat aldus oopgelê is, asook enige ander boeke en dokumente wat in besonderhede aangegee word, oor te lê; en wat betref al sulke boeke en dokumente wat in die besit of onder die beheer is van die party aan wie aldus kennis gegee word, het so'n kennisgewing die krag van 'n subpoena ingevolge reël 26.

VORLOPIGE VERHOORPROSEDURE.

25. (1) Die skriftoleke versoek vermeld in subartikel (1) van artikel vier-en-vyftig van die Wet, waarin die hof gevra word om 'n voorverhoor-onderhou te belê moet in tweevoud aan die klerk van die hof gerig word. So'n versoek moet in die algemeen die sake aantoon wat na verlang word by so'n onderhou oorweeg behoort te word. Die klerk moet so'n versoek onverwyd aan 'n regterlike amptenaar voorlê wat, indien hy besluit om 'n onderhou te belê, die klerk van dié hof moet gelas om die vereiste prosesstukke uit te reik.

(2) Die prosesstuk vir die aanseggung van partye of hul verteenwoordigers om 'n voorverhoor-onderhou by te woon, moet per brief wees wat deur die klerk van die hof onderteken is, tesame met 'n afskrif van die versoek, as daar een is, waarna in subreël (1) verwys word. So'n brief moet per hand aangelever word of per geregistreerde pos minsteens 48 uur voor die datum wat vir genoemde onderhou vasgestel is, gepos word.

DAGVAARDING VAN GETUIE (SUBPOENA).

26. (1) Die geregtelike prosesstuk om iemand te verplig om voor die hof te verskyn ten einde getuienis af te lê of boeke of dokumente of stukke oor te lê, is 'n dagvaarding wat deur die klerk van die hof uitgereik en uitgeneem word deur die party wat verlang dat so iemand voor die hof moet verskyn. In die geval van getuienis by wyse van kommissie afgeneem, word die prosesstuk uitgeneem deur die party wat die verskyning van die getuie verlang, en deur die kommissaris uitgereik.

(2) Indien die party wat die dagvaarding uitneem, verlang dat dit deur bemiddeling van die bode gedien moet word, moet aan die bode, tesame met die dagvaarding, soveel afskrifte daarvan oorhandig word as wat daar getuies is wat gedagvaar moet word, asook die bedrag of bedrae wat die bode, volgens die voorname van die party ten behoeve van wie hulle gedagvaar word, aan sulke getuies as padgeld moet betaal of aanbied.

(3) Blyk dit dat die gedagvaarde getuie nie 'n redelike tyd toegestaan is ontf ingevolge die dagvaarding te verskyn nie, kan die hof die diening van die dagvaarding ter syde stel.

OP DIE ROL PLAAS VIR VERHOOR.

27. (1) Die verhoor van 'n aksie is onderworpe aan die inlewering deur die eiser, nadat die pleitskrite gesluit is, van kennisgewing van verhoor vir 'n dag of dae wat deur die klerk van die hof goedgekeur is: Met dien verstande dat indien die eiser nie binne 14 dae nadat die pleitskrite gesluit is, kennisgewing van verhoor inlewier nie, die verweerdeur sulks mag doen:

(2) De inlewering van so'n kennisgewing het *ipso facto* die uitwerking dat 'n eis in rekonsensie wat deur die verweerdeur ingestel is, tegelykertydig vir verhoor op die rol geplaas word.

(3) Diening van so'n kennisgewing moet minsteens 7 dae voor die aldus goedgekeurde dag bewerkstellig word.

VERHOOR.

28. (1) Tensy die hof anders beveel, vind die verhoor van 'n aksie plaas in die hofgebou vanwaar die dagvaarding uitgereik is.

(2) 'n Getuie wat nie as 'n party by die aksie betrokke is nie, kan deur die hof beveel word om—

(i) Die hof te verlaat tot tyd en wyl sy getuienis nodig is of nadat sy getuienis afgelê is; of

(ii) In die hof te bly nadat hy getuienis afgelê het, totdat die verhoor beëindig is of verdaag word.

(3) Die hof kan, voordat hy tot die afneem van getuienis oorgaan, die partye gelas om kortlik die feitlike of regskwessies wat in geskil is voor te lê en kan die aldus voorgelegde geskilpunte notuleer.

(4) As dit die hof volgens die pleitskrite voorkom dat daar verskeie feitlike geskilpunte is en die hof van oordeel is dat die hele saak afgehandel kan word deur enigeen van daardie geskilpunte te beslis, kan hy van die partye verlang om so'n geskilpunt te behandel alvorens tot die ander geskilpunte oor te gaan en die hof kan dan 'n eindvonnis vel sonder om sulke ander geskilpunte te behandel.

(5) As 'n regskwessie in geskil is en die partye dit eens is oor die feite, kan die feite of *viva voce* of by wyse van 'n skriftelike verklaring in die hof erken en deur die hof genootleer word en kan sonder verdere getuienis daarop vonnis gevel word.

(6) Wanneer regskwessies en feitlike kwessies in dieselfde saak ontstaan en die hof van mening is dat die saak op grond van die regskwessies alleen afgehandel kan word, kan hy die partye gelas om alleen op daardie kwessies argumente aan te voer en kan daaroor beslis voordat getuienis omtrent die feitlike kwessies afgeneem word en kan 'n eindvonnis vel sonder om die feitlike kwessies te behandel.

(7) (a) Indien die bewysslas volgens die pleitskrite op die eiser rus, moet hy eerste sy getuienis aanvoer.

(b) As absoluutie van die instansie nie dan gelas word nie, moet die verweerdeur sy getuienis aanvoer.

(8) Wanneer voornoemde bowysslas op die verweerdeur rus, moet hy sy getuienis eerste aanvoer en daarna moet die eiser, indien nodig, sy getuienis aanvoer.

(9) (a) Where the burden of proving one or more of the issues is on the plaintiff and that of proving others is on the defendant, the plaintiff shall first call his evidence on any issues proof whereof is upon him, and may then close his case, and the defendant shall then call his evidence on all the issues.

(b) If the plaintiff has not called any evidence (other than that necessitated by his evidence on the issues proof whereof is on him) on any issues proof whereof is on the defendant, he shall have the right so to do after defendant has closed his case. If he has called any such evidence, he shall have no such right.

(10) In case of dispute as to the party upon whom the burden of proof rests, the court shall direct which party shall first adduce evidence.

(11) Either party may, with the leave of the court, adduce further evidence at any time before judgment; but such leave shall not be granted if it appears to the court that such evidence was intentionally withheld out of its proper order.

(12) The court may at any time before judgment, on the application of either party or of its own motion, recall any witness for further examination.

(13) Any witness may be examined by the court, as well as by the parties.

(14) After the evidence on behalf of both parties has been completed, the party who first adduced evidence may first address the court and thereafter the other party, and the party who first adduced evidence may reply.

(15) Where the court has authorised the evidence of any witness to be taken on interrogatories, such interrogatories shall be filed within four days of the order, and cross-interrogatories within four days thereafter.

#### WITHDRAWAL, DISMISSAL AND SETTLEMENT.

29. (1) Where the summons has not been served or the period limited for entry of appearance to defend has expired and no such appearance has been entered, the plaintiff may withdraw the summons by notice to the clerk of the court.

(2) Save as provided by sub-rule (1) a plaintiff or applicant desiring to withdraw an action or application against all or any of the parties thereto shall deliver notice of withdrawal.

(3) Any party served with notice of withdrawal may within 10 days thereafter apply to the court for an order that the party so withdrawing shall pay the applicant's costs of the action or application withdrawn, together with the costs incurred in so applying:

Provided, however, that where the plaintiff in the notice of withdrawal embodies in such notice a consent to pay the costs, such consent shall then have the force of an order of court, and the clerk shall tax the costs on the request of the defendant.

(4) Any party may by delivery of notice abandon any specified claim, exception or defence pleaded by him; and such notice shall be taken into consideration in taxing costs.

(5) A defendant may, if the plaintiff has not within 14 days after the pleadings have been closed given notice of trial either for a day not more than 21 days distant or for the first day obtainable from the clerk of the court, apply to the court to dismiss the action and the court may on such application either dismiss the action with costs or make such other order in regard thereto and as to the costs of the application as may be just.

(6) Application may be made to the court by either party at any time after entry of appearance and before judgment to record the terms of any settlement of an action without entry of judgment, agreed to by the parties.

(7) Notice of such application shall be delivered except when the application is made in court during the hearing of any proceeding in the action at which the other party is represented, or when a written waiver (which may be included in the statement of terms of settlement) by such other party of notice of the application is produced to the court.

(8) At the hearing of the application the applicant shall lodge with the court a statement of the terms of settlement signed by all parties to the action and if no objection thereto be made by any other party, the court shall note that the action has been settled on the terms set out in the statement, and thereupon all further proceedings in the action shall, save as hereinafter provided, be stayed.

(9) When the terms of settlement provide for the future fulfilment by one or both parties of stated conditions and that in default of fulfilment the entry of a judgment in the action in terms specified in the statement may be sought by the other party, such other party may at any time within twelve months thereafter apply for the entry of such judgment. Such application shall be on notice to the party alleged to be in default, setting forth particulars of the breach by the respondent of conditions of the terms of settlement.

(10) After hearing the parties the court may—

(i) dismiss the application;

(9) (a) Wanneer die bewy whole ten opsigte van een of meer van die geskilpunte op die eiser, en ten opsigte van ander op die verweerde rus, moet die eiser eerste sy getuenis voorbring ten aansien van geskilpunte waarvan die bewy whole op hom rus en kan hy dan sy saak sluit, en vervolgens moet die verweerde sy getuenis ten aansien van al die geskilpunte voorbring.

(b) Indien die eiser ten aansien van geskilpunte waarvan die bewy whole op die verweerde rus, geen getuenis voorgebring het nie (behalwe die waartoe hy verplig was deur sy getuenis ten aansien van die geskilpunte waarvan die bewy whole op hom rus) is hy geregtig om sulks te doen nadat die verweerde sy saak gesluit het. As by sodanige getuenis voorgebring het, het hy nie so'n reg nie.

(10) Ingelyk van 'n geskil wat betrek die party op wie die bewy whole rus, moet die hof gelas watter party eerste getuenis moet aanvoer.

(11) Met verlof van die hof kan enigeen van die twee partye te eniger tyd voor vonnis verdere getuenis aanvoer, dog sodanige verlof word nie verleen nie as dit aan die hof blyk dat daardie getuenis opsetlik buite sy behoorlike volgorde agterweé gehou is.

(12) Op aansoek van enigeen van die twee partye of uit die beweging kan die hof te eniger tyd voor vonnis enige getuie vir verdere ondervraging terugroep.

(13) Enige getuie kan deur die hof sowel as deur die partye ondervraag word.

(14) Die party wat die eerste getuenis aanvoer, kan nadat die getuenis ten behoeve van albei partye afgelê is, die hof eerste toespreek en daarna die ander party, en die party wat eerste getuenis aangevoer het, kan repliek lewer.

(15) Wanneer die hof magtig verleen het vir die afneem van die getuenis van 'n getuie by wyse van vraagpunte, moet die vraagpunte binne vier dae na die bevel, en kruisvraagpunte binne vier dae daarna, ingediend word.

#### TERUGTREKKING, AFWYSING EN SKIKKING.

29. (1) Wanneer die dagvaarding nie gedien is nie of die termyn wat vir aantekening van verskyning tot verdediging gestel is verloop het en geen verskyning aangegeteken is nie, kan die eiser die dagvaarding by kennisgewing aan die klerk van die hof terugtrek.

(2) 'n Eiser of 'n applikant wat 'n aksie of aansoek teen al of enigeen van die betrokke partye wil terugtrek, moet, behoudens die bepalings van subrule (1) 'n kennisgewing van terugtrekking inlewer.

(3) 'n Party op wie 'n kennisgewing van terugtrekking gedien is, kan binne tien dae daarna by die hof aansoek doen om 'n bevel dat die party wat aldus terugtrek die applikant se koste in die teruggetrokke aksie of aansoek moet betaal, tesame met die koste wat in verband met so'n aansoek gemaak is: met dien verstande egter, dat wanneer die eiser in die kennisgewing van terugtrekking toestem om die koste te betaal, so 'n toestemming die regskrag van 'n bevel van die hof het en die klerk op versoek van die verweerde die koste moet takseer.

(4) 'n Party kan deur inlewing van 'n kennisgewing afstand doen van enige gespesifieerde iets, eksepseis of verweer wat hy gepleit het; so'n kennisgewing word by die takseer van die koste in aanmerking geneem.

(5) 'n Verweerde kan, as die eiser nie binne 14 dae na sluiting van die pleitskrifte kennis gegee het van verhoor op 'n dag hoogstens 21 dae later of op die eerste dag wat die klerk van die hof kan aansoek, by die hof aansoek doen dat die aksie afgewys word; en die hof kan op so'n aansoek of die aksie met koste afwys of so'n ander bevel in verband daarmee en betreffende die koste van die aansoek gee, as wat blyklik mag wees.

(6) Enigeen van die twee partye kan te eniger tyd na aantekening van verskyning en voordat vonnis geveld is by die hof aansoek doen om die bepalings aan te teken van 'n skikkings van 'n aksie sonder aantekening van vonnis, waartoe die partye ooreengeskik het.

(7) Kennisgewing van die aansoek moet ingelewer word, behalwe wanneer die aansoek in die hof gedoen word gedurende die behandeling van enige stap in die aksie waarby die ander party verteenwoordig is, of wanneer so'n ander party skriftelik verklaar wat hy in die geskrif waarin die skikkingsvoorraades niteengesit word, kan doen) dat hy van kennisgewing van die aansoek afsien en so'n verklaring aan die hof voorgelê word.

(8) By die verhoor van die aansoek moet die applikant 'n geskrif, deur al die partye by die aksie onderteken, waarin die skikkingsvoorraades uiteengesit word, by die hof indien en as geen beswaar deur enige ander party daarteen opgewerpt word nie, teken die hof aan dat die aksie geskik is op die voorraades vermeld in genoemde geskrif en, behoudens onderstaande bepalings, is alle verdere stappe dan in die aksie gestuur.

(9) Wanneer die skikkingsvoorraades voorsiening maak vir die toekomstige nakoming deur een of deur albei partye van ogenoemde voorraades en bepaal dat by nie-nakoming die ander party aansoek kan doen om aantekening van 'n vonnis in die aksie ooreenkomsdig die bepalings in voornoemde geskrif vermeld, kan so'n ander party te eniger tyd binn 12 maande daarna om aantekening van so'n vonnis aansoek doen. So'n aansoek geskied na kennisgewing aan die party wat beweer word in gebreke te wees, met vermelding van besonderhede van die respondent se versuun om bepalings van die skikkingsvoorraades na te kom.

(10) Nadat die hof die partye gehoor het, kan hy—

(i) die aansoek afwys;

- (ii) enter judgment for the applicant as specified in the terms of settlement;
- (iii) set aside the settlement and give such directions for the further prosecution of the action as it may deem fit;
- (iv) make such order as may be just as to the costs of the application.

#### RECORDS OF PROCEEDINGS.

30. (1) Minutes of record shall forthwith be made of—  
(i) any judgment given by the court;  
(ii) any *viva voce* evidence given in court;  
(iii) any objection made to any evidence received or tendered; and  
(iv) the proceedings of the court generally including the record of any inspection in loco.
- (2) The court shall also mark each document put in evidence and note such mark on the record.
- (3) Such minutes and marks may be made by the clerk of the court; and, save where made by the clerk of the court, or as hereinafter provided, they shall be made by the presiding judicial officer.
- (4) The court may appoint a shorthand writer to take down in shorthand a note of *viva voce* evidence and proceedings, and such appointment may be made either generally for the purpose of the court or specially for the purposes of any particular matter.
- (5) A party shall be entitled to a transcript of any such shorthand note on payment of a fee to be fixed from time to time by the Minister which fee shall not exceed 1s. for each 100 words.
- (6) In the event of an appeal being noted and set down for hearing such shorthand note shall, so far as relevant to the appeal, be transcribed and certified on oath by the shorthand writer as a true record of the proceedings and such transcript shall thereafter form part of the record.
- (7) Any party may, not later than seven days after judgment or where the note has been taken in shorthand, after the transcript thereof has been completed, apply to the court to correct any errors in the note; and the court may correct any such errors.
- (8) If, before the hearing of the application, all parties affected file a consent to the corrections claimed, no costs of such application shall be allowed; otherwise, costs shall be in the discretion of the court.

#### APPLICATIONS.

31. (1) Except where otherwise provided, an application to the court for an order affecting any other person shall be on not less than three days' notice to such other person stating shortly the terms of the order applied for and the time at which the application will be made to the court.
- (2) Except where otherwise provided, an application need not be supported by affidavit; but in the event of any dispute arising as to the facts, the court may—  
(i) receive evidence either *viva voce* or by affidavit and try the issues in dispute in a summary manner; or  
(ii) order that the issue shall be tried by way of action, that the applicant shall be plaintiff and the respondent be defendant and that the notice of application shall stand as summons or that the applicant shall deliver such particulars of his claim as are prescribed in rule 10 within seven days or such shorter time as the court may appoint.
- (3) For the purposes of the action, appearance to defend shall be deemed, when the notice of application is ordered to stand as summons, to have been entered on the day on which such order is made, and when the applicant is ordered under this rule to file particulars, to have been entered on the day on which such particulars are delivered.
- (4) Unless the court shall otherwise order, minutes, other than the minutes of the record, shall not be drawn up of orders on application on notice; and notice or service of such an order to or on any person who has had notice of the application shall not be necessary.
- (5) Except where otherwise provided, an *ex parte* application shall be made in writing stating shortly the terms of the order applied for and the grounds on which the application is made and shall be signed by the party making the application.
- (6) Except where otherwise provided, an *ex parte* application shall not, unless required by the court in any case, be supported by affidavit or other evidence.
- (7) Any person affected by an order made *ex parte* or by an interdict notice in a summons for rent under section thirty-one of the Act may apply to discharge it with costs on not less than 24 hours' notice.
- (8) In every application the person substantially interested shall be made respondent.
- (9) All interlocutory matters may be dealt with upon application, and any application which may be made *ex parte* may at the applicant's election be made on notice.
- (10) All opposed applications shall be heard in open court.

- (ii) vonnis ten gunste van die applikant aanteken soos bepaal in die skikingsvoorwaardes;
- (iii) die skikking ter syde stel en sodanige bevele betreffende die verdere voortsetting van die aksie gee as wat by goed dink;
- (iv) sodanige bevel betreffende die koste van die aansoek gee as wat billik mag wees.

#### NOTULE VAN VERRIGTINGE.

30. (1) Onderstaande moet onverwyd genotuleer word—  
(i) enige vonnis wat die hof gevel het;  
(ii) alle *viva voce* getuenis wat in die hof afgelê is;  
(iii) enige beswaar wat opgeworp is teen getuenis wat voorgebring of aangebied is; en  
(iv) die verrigtinge van die hof in die algemeen, met inbegrip van die notule van enige inspeksie ter plaatse.
- (2) Die hof moet verder elke dokument wat as bewydstuk ingedienu word behoorlik merk en die merk in die notule aanteken.
- (3) Sulke notule en merke kan deur die klerk van die hof opgestel en aangebring word en behalwe waar hulle deur die klerk van die hof, of ooreenkomsdig onderstaande bepalings, opgestel of aangebring word, moet hulle deur die voorsittende regterlike amptenaar opgestel en aangebring word.
- (4) Die hof kan 'n snelskrywer aanstel om *viva voce* getuenis en verrigtinge in snelskrif op te teken en sodanige aanstelling kan gedoen word of in die algemeen ten dienste van die hof of spesiaal vir doeleindes van 'n bepaalde aangeleentheid.
- (5) 'n Party is geregtig op 'n kopie in gewone skrif van enige sodanige snelskraantekenings teen betaling van 'n bedrag wat van tyd tot tyd deur die Minister vasgestel word, dog van hoogstens 1s. vir elke 100 woorde.
- (6) Ingeval appéel aangeteken en vir verhoor op die rol geplaas word, moet die snelskraantekenings, vir sover dit op die appéel betrekking het, in gewone skrif oorgeskryf en deur die snelskrywer as 'n juiste verslag van die verrigtinge onder eed gewaarmerk word en so'n oorskrywing maak dan deel van die stukke in die saak uit.
- (7) 'n Party kan binne hoogstens sewe dae na vonnis, of waar die aantekenings in snelskrif opgestel is, na oorskrywing daarvan in gewone skrif, by die hof aansoek doen vir die verbetering van enige foute in die aantekenings; en die hof kan sulke verbeterings aanbring.
- (8) Indien alle hetrokke partie 'n toestemming tot die verlangde verbeterings inlewer voordat dié aansoek behandel word, word geen koste van so 'n aansoek toegestaan nie; anders word die koste aan die goeddunke van die hof oorgelaat.

#### AANSOEKKE.

31. (1) 'n Aansoek by die hof om 'n bevel wat 'n ander persoon raak, word, behoudens andersluidende bepalings, gedoen met minstens drie dae kennisgewing aan die ander persoon. Die inhoud van die aanvraagde bevel moet kortlik in die kennisgewing vermeld word, asook die tyd waarop die aansoek by die hof gedoen sal word.
- (2) Behoudens andersluidende bepalings hoef 'n aansoek nie deur beëdigde verklaring gesteun te word nie, dog indien daar 'n geskil ontrent die feite ontstaan, kan die hof—  
(i) getuenis, hetsy *viva voce* of deur beëdigde verklaring, toelaat en die geskilpunte summer verhoor; of  
(ii) beveel dat die geskilpunte by wyse van aksie verhoor word, dat die applikant as eiser moet optree en die respondent as verweerde, en dat die kennisgewing van aansoek as dagvaarding moet dien of dat die applikant die besonderhede van sy eis wat in reël 10 voorgeskryf word, binne 7 dae of 'n korter termyn wat die hof vasstel, moet inlewer.
- (3) Vir doeleindes van die aksie word verskyning tot verdediging, wanneer beveel word dat die kennisgewing van aansoek as dagvaarding moet dien, geag aangefeken te gewees het op die dag waarop so'n bevel gegee is, en wanneer die applikant kragtens hierdie reël beveel word om besonderhede in te dien, word dit geag aangeteken te gewees het op die dag waarop die besonderhede ingelewer word.
- (4) Tensy die hof anders beveel, word geen notule, behalwe die notule van die verrigtinge, van bevele op aansoek na kennisgewing opgestel nie; en kennisgewing of dienung van so'n bevel aan of op enige aan wie kennis van die aansoek gegee is, is nie nodig nie.
- (5) Behoudens andersluidende bepalings word 'n *ex parte* aansoek skriftelik gedoen en moet dit kortlik die inhoud van die aangevraagde bevel vermeld, asook die gronde waarop die aansoek gedoen word, en moet dit deur die party wat die aansoek doen onderteken wees.
- (6) Behoudens andersluidende bepalings word 'n *ex parte* aansoek nie deur beëdigde verklaring of ander getuenis gesteun nie, tensy die hof in een of ander geval sulks gelas.
- (7) Iemand wat deur 'n *ex parte* bevel of deur 'n interdict kennisgewing in 'n dagvaarding vir huurgeld kragtens artikel 31 van die Wet geraak word, kan met minstens 24 uur kennisgewing aansoek doen om die opheffing daarvan met koste.
- (8) In alle aansoeke moet die persoon wat weseulik die belanghebbende is, respondent gemaak word.
- (9) Alle tussenprosesse kan by wyse van aansoek behandel word en enige aansoek wat *ex parte* gedoen kan word, kan, as die applikant dit verkie, by wyse van kennisgewing gedoen word.
- (10) Alle bestreden aansoeke word in die ope hof verhoor.

ARRESTS, INTERDICTS, ATTACHMENTS AND MANDAMENTEN VAN SPOLIE.

(32) (1) Except where otherwise provided in these rules, every application to the court for an order of arrest, interdict or attachment or for a mandament van spolie under section thirty of the Act, may be made ex parte.

(2) Every such ex parte application shall be upon affidavit stating shortly the facts upon which the application is made and the nature of the order applied for.

(3) The court may, before granting an order upon such an application, require the applicant to give security for any damages which may be caused by such order and may require such additional evidence as it may think fit.

(4) A summons for rent under section thirty-one of the Act shall be in the form prescribed therefor in the first annexure to these rules.

(5) Every order made ex parte (other than an order for the arrest of any person or an order of attachment for rent under section thirty-two of the Act) shall call upon the respondent to show cause against it at a time stated in the order, which shall not be a less time after service than the time allowed by those rules for appearance to a summons, unless the court shall give leave for shorter service.

(6) The return day of an order may be anticipated by the respondent upon 12 hours' notice to the applicant.

(7) A copy of any order ex parte and of the affidavit, if any, on which it was made shall be served forthwith on the respondent thereto.

(8) Where cause is shown against any such order the court may order the deponent to any such affidavit to attend for cross-examination.

(9) Any order made ex parte may be discharged or varied by the court on cause shown by any person affected thereby; and on such terms as to costs as may be just.

(10) An order made ex parte shall ipso facto be discharged upon security being given by the respondent for the amount to which the order relates together with costs.

(11) Such security may be given to abide the result of the action instituted or to be instituted; and may be assigned by the respondent to part only of the order and shall in that event operate to discharge the order as to that part only.

(12) Unless the court shall otherwise order, the messenger may release any person arrested upon such person giving security to the satisfaction of the messenger that he will appear upon the return day of the arrest.

(13) The minutes of any order required for service or execution shall be drawn up by the party entitled thereto and shall be approved by the clerk of the court.

(14) The copies of such minutes for record and service shall be made by such party and the copy for record shall be signed by the clerk of the court.

(15) An interdict and a warrant of arrest may be executed on any day, at any hour, and at any place.

INTEREST.

(33) (1) Where the defendant has not consented to judgment 24 hours before the expiration of the time allowed for appearance to defend, interest from the date of issue of the summons to the date of judgment may in the judgment be added to the amount claimed in the summons at the rate claimed in the summons, or, if there be no such rate, then at the rate of four per cent. per annum.

(2) Every judgment for payment of money shall bear interest from the date of judgment until payment at such rate as may be adjudged or, if there be no such rate, then at the rate of four per cent. per annum.

PROCESS IN EXECUTION.

(34) (1) The process for the execution of any judgment for the payment of money, for the delivery up of goods or premises or for ejectment shall be by wararunt issued and signed by the clerk of the court and addressed to the messenger.

(2) Such process may be sued out by any person in whose favour any such judgment shall have been given, if such judgment is not then satisfied, stayed or suspended.

(3) Such process may at any time, on payment of the fees incurred, be withdrawn or suspended by notice to the messenger by the party who has sued out such process. A request in writing made from time to time by such person to defer execution of such process for a definite period not being longer than one month shall not be deemed to be a suspension.

(4) Any alterations in such process shall be initiated by the clerk of the court before such process is issued by him.

(5) Any such process shall be invalid if a wrong person is named therein as a party; but no such process shall be invalid merely by reason of the misspelling of any name therein, or of any error as to date.

(6) Except where judgment has been entered by consent or default, execution shall not be issued without special leave

ARRES, INTERDIKTE, BESLAGLEGGINGS EN MANDEMENTE VAN SPOLIE.

(32) (1) Alle aansoek by die hof om 'n bevel vir arres, 'n interdit of beslaglegging of om 'n mandement van spolie kragtens artikel dertig van die Wet, kan, behoudens andersluidende bepalings van hierdie reëls, *ex parte* gedoen word.

(2) So 'n *ex parte* aansoek geskied by wyse van 'n beëdigde verklaring waarin die feite waarop die aansoek gegrond is, asook die aard van die bevel waarom aansoek gedoen word, kortlik vermeld word.

(3) Alvorens die hof 'n bevel ingevolge so'n aansoek toestaan, kan hy die applikant gelas om sekerheid te stel vir enige skade wat deur so'n bevel veroorsaak mag word en kan sodanige verdere bewys vereis as wat hy goed dink.

(4) 'n Dagvaarding vir huurgeld volgens artikel een-en-dertig van die Wet moet opgestel wees in die vorm wat daarvoor in die eerste aanhangsel van hierdie reëls voorgeskryf is.

(5) Elke bevel wat *ex parte* gegee is (behalwe 'n bevel vir die arrestering van 'n persoon) of bevel vir beslaglegging weens huurgeld kragtens artikel twee-en-dertig van die Wet moet die respondent aansé om op 'n tyd in die bevel vermeld gronde daarteen aan te voer. Sodaange tyd mag nie binne 'n korter termyn na diening val nie as die termyn wat volgens hierdie reëls toegelaat word vir verskyning ingevolge 'n dagvaarding, tenus die hof verlof verleen vir diening binne 'n korter termyn.

(6) Die verskyningsdag van 'n bevel kan deur die respondent met 12 uur kenniggewing aan die applikant vervroeg word.

(7) 'n Afskrif van 'n *ex parte* bevel en van die beëdigde verklaring (as daar een is) waarop dit gegrond is, moet onverwyld op die respondent gedien word.

(8) As gronde teen so'n bevel aangevoer word, kan die hof die persoon wat so'n beëdigde verklaring afgelê het, beveel om vir kruisverhoor te verskyn.

(9) Onderworpe aan sulke voorwaardes betreffende koste as wat blyklik mag wees, kan die hof 'n *ex parte* bevel opstel of wysig wanneer gronde daarteen aangevoer word deur iemand wat daardeur geraak word.

(10) 'n *Ex parte* bevel word *ipso facto* opgehef wanneer die respondent sekerheid stel vir die bedrag waarop die bevel betrekking het tesame met koste.

(11) Sodaange sekerheid kan gestel word hangende die uitslag van die aksie wat ingestel is of gaan word en kan deur die respondent toegewys word aan slegs 'n deel van die bevel en in dié geval het dit slegs daardie deel van die bevel op.

(12) Tensy die hof anders beveel, kan die bode 'n gearresteerde persoon op vrye voet stel as so'n persoon tot bevediging van die bode sekerheid stel dat hy op die verskyningsdag sal verskyn.

(13) Die minuut van 'n bevel wat vir diening of ten uitvoerlegging nodig is, word deur die party wat daarop geregtig is opgestel en deur die klerk van die hof goedkeur.

(14) Die afskrifte van so'n minuut vir opberging en diening moet deur genoemde party gemaak word en die afskrif vir opberging moet deur die klerk van die hof onderteken word.

(15) Interdikte en lasbrieve vir arres kan op enige dag op enige uur en op enige plek ten uitvoer gelê word.

RENTÉ.

(33) (1) Wanneer die verweerde nie 24 uur voor verloop van die termyn wat vir verskyning tot verdediging gestel is tot vonnis toegestem het nie, kan in die vonnis rente teen die koers wat in die dagvaarding geëis word, of as daar nie so'n koers is nie, teen die koers van 4 persent per jaar vir die tydperk vanaf die uitreiking van die dagvaarding tot die datum van die vonnis, by die bedrag in die dagvaarding geëis, gevoeg word.

(2) Elke vonnis vir die betaling van geld dra rente vanaf die datum van die vonnis tot die datum van betaling teen die koers wat in die vonnis bepaal is, of as daar nie so'n koers is nie, teen die koers van 4 persent per jaar.

TENUITVOERLEGGING.

(34) (1) Die prosesstuk vir die tenuitvoerlegging van 'n vonnis vir die betaling van geld, vir afgifte van goedere of persele of vir ontruiming is 'n lasbrief wat deur die klerk van die hof uitgereik en onderteken word en aan die bode gerig word.

(2) So 'n prosesstuk kan uitgeneem word deur enigeen ten gunste van wie die vonnis geveld is, mits die vonnis nie dan voldaan, gesluit of opgeskort is nie.

(3) So 'n prosesstuk kan te eniger tyd teen betaling van die geld wat bereken is by kenniggewing aan die bode deur die party wat die prosesstuk uitgeneem het, ingetrek of opgeskort word. 'n Skrifte-like versoek van tyd tot tyd deur so iemand dat die tenuitvoerlegging van die prosesstuk vir 'n bepaalde tydperk, dog vir nie langer as 'n maand nie, uitgestel word, word nie geag 'n opskorting te wees nie.

(4) Voordat die klerk van die hof so'n prosesstuk nitreik, moet hy veranderingen daarin parateer.

(5) So 'n prosesstuk is ongeldig as 'n verkeerde persoon daarin as 'n party genoem word, maar is nie ongeldig nie bloot ter oorsake van 'n spelfout in 'n naam wat daarin voorkom of van 'n fout in verband met 'n datum.

(6) Behalwe wanneer vonnis deur toestemming of by verstek aangeteken is, word geen lasbrief vir eksekusie sonder spesiale vergunning van die hof, waarom aansoek gedoen

of the court applied for at the time of granting the judgment, before the day following that on which the judgment is given.

SECURITY BY JUDGMENT CREDITOR.

35. (1) Where the messenger is in doubt as to the validity of any attachment or contemplated attachment, he may require that the party suing out the process shall give security to indemnify him.

(2) Unless the summons commencing the action has been served upon the defendant personally or he has entered appearance to defend or notice of attachment has been given to him personally—

(i) if any property corporeal or incorporeal is attached in execution, the judgment creditor shall, at least seven days before the day appointed for the sale of such property give security to the satisfaction of the messenger for the payment to the execution debtor if such attachment be set aside of any sum which the execution debtor may in law be entitled to recover from the execution creditor for damages suffered by reason of such attachment or of any proceedings consequent thereon; and if security be not given the attachment shall cease to have effect: Provided that the execution debtor may by endorsement to that effect on the writ of execution dispense with the giving of security under this rule;

(ii) if moneys are received by the messenger under any form of execution otherwise than as the proceeds of the sale in execution of property in respect of the attachment of which security has been given in terms of paragraph (i), such moneys shall not be paid to the execution creditor until he has given security for the restitution of the full amount received by the messenger if the attachment thereof be thereafter set aside: Provided that the execution debtor may in writing over his signature dispense with the giving of such security;

(3) The prescribed fee for security given under this rule shall without taxation be recoverable as part of the costs of execution.

(4) Any surety bond or other document of security given in terms of this rule may be sued upon by the execution debtor without formal transfer thereof to him.

GENERAL PROVISIONS REGARDING EXECUTION.

36. (1) Unless otherwise ordered by the court, the costs and expenses of issuing and levying execution shall be a first charge on the proceeds of the property sold in execution and may so far as such proceeds are insufficient be recovered from the execution debtor as costs awarded by the court.

(2) Subject to any hypothec existing prior to attachment, all warrants of execution lodged with the messenger on or before the day immediately preceding the date of the sale in execution shall rank pro rata in the distribution of the proceeds of the goods sold in execution.

(3) Withdrawal of attachment shall be effected by note made and signed by the messenger on the writ of execution that the attachment is withdrawn stating the time and date of the making of such note. The messenger shall give notice in writing of the withdrawal and of the time and date thereof to the execution creditor and the execution debtor and to any person by whom a claim to the property attached has been lodged with him: Provided that the property shall not be released from attachment so long as an unsatisfied warrant of execution lodged under sub-rule (2) remains in the hands of the messenger.

(4) If any property taken in execution is claimed by any third party as his property, the messenger shall on receipt of the claim forthwith give notice to the execution creditor.

(5) If the execution creditor gives the messenger notice within two days thereafter that he admits the claim, he shall not be liable for any costs, fees or expenses afterwards incurred, and the messenger may withdraw from possession of the property claimed.

(6) On completion of any sale in execution of property whether movable or immovable the messenger shall attach to his return a vendu roll showing details of the property sold, the prices realized, and, where known, the names and addresses of the purchasers.

(7) A messenger shall not at a sale in execution purchase any of the property offered for sale either for himself or for another person.

EXECUTION AGAINST A PARTNERSHIP.

37. (1) Where a judgment debtor is a partner in a firm and the judgment is against him for a separate debt, the court may, after notice to the judgment debtor and to his firm, appoint the messenger as receiver to receive any moneys payable to the judgment debtor in respect of his interest in the partnership.

(2) Such appointment shall, until the judgment debt is satisfied, operate as an attachment of the interest of the judgment debtor in the partnership assets.

(3) Where the judgment is against a firm, the partnership property shall first be exhausted, so far as it is known to the judgment creditor, before the judgment is executed against the separate property of the partners.

is ten tyde van die vonnis, voor die dag na dié waarop die vonnis gevel is, uitgereik nie.

SEKERHEID DEUR VONNISSKULDEISER.

35. (1) Wanneer die bode twyfel aan die geldigheid van 'n beslaglegging of voorgenome beslaglegging, kan hy van die party wat die prosesstuk uitneem, eis dat hy sekerheid verskaf om hom skadeloos te stel.

(2) Tensy die dagvaarding waardeur die aksie begin is op die verweerde persoonlik gedien is of hy verskyning tot verdediging aangeteken het of kennis van beslaglegging aan hom persoonlik gegee is—

(i) moet die vonnisskuldeiser, as beslag op liggaamlike of onliggaamlike goedere gelê is, minstens sewe dae voor die die dag wat vir die verkoop van daardie goedere vangstel is, tot bevrediging van die bode sekerheid stel vir betaling aan die eksekusieskuldenaar, as die beslaglegging te niet gedoen word, van die bedrag wat die eksekusieskuldenaar volgens wet geregtig mag wees om op die eksekusieskuldeiser te verhaal vir skade wat gely is as gevolg van die beslaglegging of van daaropvolgende geregtelike stappe; en as geen sekerheid gestel word nie, is die beslaglegging nie meer van krag nie: met dien verstande dat die eksekusieskuldenaar deur 'n endossement te dien effekte op die lasbrief vir eksekusie, van die sekerheidstelling ingevolge hierdie reël kan afsien;

(ii) word geld wat die bode ontvang ingevolge een of ander vorm van eksekusie, anders as by wyse van die opbrings van die verkoop in eksekusie van goedere ten opsigte van die beslaglegging waarvan ooreenkomsdig paraagraaf (i) sekerheid gestel is, nie aan die eksekusieskuldeiser betaal nie tot tyd en wyl hy sekerheid gestel het vir die terugbetaling van die volle bedrag deur die bode ontvang, as die beslaglegging daarna te niet gedoen word; met dien verstande dat die eksekusieskuldenaar in 'n geskrif deur hom onderteken van sodanige sekerheidstelling kan afsien;

(3) Die voorgeskrewe gelde vir sekerheidstelling ingevolge hierdie reël is sonder taksasie verhaalbaar as deel van die eksekusiekoste.

(4) Die eksekusieskuldenaar kan op 'n borgakte of ander dokument van sekerheidstelling wat ingevolge hierdie reël verstrek is dagvaar sonder dat dit formeel aan hom oorgedra is.

ALGEMENE BEPALINGS BETREFFENDE TENUITVOERLEGGING.

36. (1) Tensy die hof anders beveel, is die koste en uitgawes in verband met die uitreiking en tenuitvoerlegging van die lasbrief vir eksekusie 'n preferente skuld teen die opbrings van die goedere wat in eksekusie verkoop is en kan sulke koste en uitgawes, vir sover voorhoeende opbrings onvoldoende is, op die eksekusieskuldenaar verhaal word as koste deur die hof toegeken.

(2) Alle lasbriewe vir eksekusie wat by die bode ingedien is op of voor die dag wat die dag van die verkoop in eksekusie onmiddellik voorafgaan, deel, onderworpe aan enige verband wat by die beslaglegging reeds bestaan, pro rata in die verdeling van die opbrings van die goedere wat in eksekusie verkoop is.

(3) Die intrekking van 'n beslaglegging word bewerkstellig deur 'n aantekening op die lasbrief vir eksekusie, deur die bode gedoen en onderteken, ten effekte dat die beslaglegging ingetrek is, met vermelding van die uur en datum waarop die aantekening gedoen is. Die bode moet die eksekusieskuldeiser en die eksekusieskuldenaar, asook enige wat 'n eis teen die goedere waarop beslag gelê is by hom ingedien het, skriftelik kennis gee van die intrekking en van die uur en datum daarvan: met dien verstande dat die goedere nie van beslaglegging vrygestel word nie solank daar 'n onvoldane lasbrief vir eksekusie wat ingevolge subreël (2) ingedien is, in die hande van die bode bly.

(4) As 'n derde party goedere waarop beslag gelê is as sy eiendom eis, moet die bode, by ontvangs van die eis, onverwyd aan die eksekusieskuldeiser kennis gee.

(5) Indien die eksekusieskuldeiser die bode binne twee dae daarna kennis geo dat hy die eis erken, is hy nie aanspreeklik vir enige koste, uitgawes of geld wat later gemaak of bereken is nie en kan die bode terugtrek uit die besit van die gesigte goedere.

(6) Na afloop van 'n verkoop in eksekusie van goedere, hetso roerend of onroerend, moet die bode 'n vendusiels aan sy relasie heg waarin besonderhede van die verkoopte goedere, die behaalde pryse, en, waar bekend, die name en adresse van die kopers aangegee word.

(7) Die bode mag nie by 'n verkoop in eksekusie enige goedere wat te koop aangebied word, vir homself of iemand anders koop nie.

EKSEKUSIE TEEN 'N VENNOOTSKAP.

37. (1) Wanneer 'n vonnisskuldenaar teen wie vonnis vir 'n afsonderlike skuld gevel is, 'n venoot in 'n firma is, kan die hof, nadat aan die vonnisskuldenaar en sy firma kennis gegee is, dié bode as sekewster aanstel om geld wat aan die vonnisskuldenaar ten opsigte van sy belang in die venootskap betaalbaar is, in ontvangs te neem.

(2) So'n aanstelling het, totdat die vonnisskuld voldaan is, die krag van 'n beslaglegging op die belang van die vonnisskuldenaar in die bate van die venootskap.

(3) Wanneer die vonnis teen 'n firma is, moet die goedere van die venootskap, vir sover hulle aan die vonnisskuldeiser bekend is, eers uitverkoop word voordat die vonnis teen die afsonderlike goedere van die venote ten uitvoer gelê word.

EXECUTION AGAINST MOVABLE PROPERTY.

38. (1) The messenger shall, upon receiving a warrant directing him to levy execution on movable property, repair to the house or place of business of the execution debtor within 24 hours (to which period shall be added, if such house or place of business be situate outside the limits of the town or place where the court is holden, one additional day for each 25 miles or part of 25 miles between such limits and such house or place of business), or as soon as circumstances permit, and there demand payment of the judgment debt and costs or else require that so much movable property be pointed out as the said messenger may deem sufficient to satisfy the warrant, and if such last-mentioned request be complied with the said messenger shall make an inventory and valuation of such movable property; but if the debtor does not point out such property the said messenger shall immediately make an inventory and valuation of so much of the movable property belonging to the debtor as he may deem sufficient to satisfy the warrant.

(2) So far as may be necessary to the execution of any such warrant, the messenger may open any door on any premises, or of any piece of furniture, if opening be refused or if there be no person there who represents the person against whom such warrant is to be executed; and the messenger may, if necessary, use force to that end.

(3) The messenger shall exhibit the original warrant of execution and shall deliver to the debtor or leave on the premises a copy thereof.

(4) As soon as the foregoing requirements of this rule have been complied with by the messenger, the goods so inventoried by him shall be deemed to be judicially attached.

(5) The messenger shall deliver a copy of the said inventory singed by himself to the debtor or leave the same on the premises, which copy shall have subjoined thereto a notice of the attachment.

(6) Where specie is found and attached, the number and kinds thereof shall be specified in the inventory and where any documents are attached they shall also be so specified; any such specie or documents shall be sealed up and conveyed to the office of the messenger.

(7) Where any person whose movable property has been so attached undertakes in writing, together with some sufficient surety, that the same shall be produced on the day appointed for the sale thereof if the judgment creditor shall not be sooner satisfied in respect of his judgment debt, then the messenger shall leave the said property so attached and inventoried as aforesaid, other than specie or documents, upon the premises where the same was found. The judgment creditor may by endorsement on the writ, or by written notice given to the messenger, dispense with the joinder of a surety in the undertaking.

(8) If an undertaking to produce the said goods be not given as provided in sub-rule (7) of this rule—

(i) the messenger shall either remove the same to some convenient place of security or, if the same be cattle or such property as it may be inconvenient to remove, may leave the same upon the premises in the charge and custody of some person for him until the day appointed for the sale thereof;

(ii) where the messenger is instructed by the judgment creditor to remove the goods attached, he shall do so within 48 hours after the attachment; and he shall in the meantime leave the same in the charge and custody of some person for him;

(iii) such a custodian may not use, let or lend the attached goods; nor permit them to be used, let or lent, nor may he in any way do anything which will decrease their value, and, if the goods attached shall have produced any profit or increase, the custodian shall be responsible for any such profit or increase in like manner as he is responsible for the goods originally attached;

(iv) if such a custodian makes a default in his duty he shall not be entitled to recover any remuneration for his charge and custody.

(9) Any movable property sold in execution of the process of the said court shall be sold publicly and for cash by the messenger to the highest bidder, at or as near to the place where the same was taken or to which the same has been so removed as aforesaid as may be advantageous for the sale thereof; and the said messenger shall publish notice of the sale in some local or other newspaper circulating in the district, and shall seven days at least before the day appointed for the sale affix a notice of the said sale and of the day and place thereof on the door of the court house or of some other public building in the place where the said court is holden, and also at or as near as may be to the place where the said sale is actually to take place; provided that it shall not be necessary to publish notice of the sale in a newspaper if in the opinion of the messenger the value of the attached goods does not exceed the amount of twenty pounds.

(10) The day appointed for the sale shall be not less than fourteen days after the time of seizure or attachment; provided that where the goods attached are of a perishable nature or with consent of the execution debtor, the court may, upon application, reduce either both of the periods mentioned in this rule to such extent and on such conditions as it may think fit.

(11) A sale in execution shall be stopped as soon as sufficient money has been raised to satisfy the said warrant and the costs of the sale.

EKSEKUSIE TEEN ROERENDE GOEDERE.

38. (1) By ontvangs van 'n lasbrief om beslag te lê op roerende goedere, moet die bode hom binne 24 uur (met, as die woning of besigheidsplek buite die grense van die dorp of plek waar die hof gehou word, geleë is, een verdere dag daarby vir elke 25 myl of gedeelte van 25 myl wat die woning of besigheidsplek van voornoemde grense verwyder is) na die woning of besigheidsplek van die eksekusieskuldenaar begewe, of sodra omstandighede dit toelaat, en aldaar vereffening van die vonnisskuld met koste vorder of anders eis dat soveel roerende goedere aangewys word as wat die bode genoegsaam mag beskou om aan die lasbrief te voldoen; en as aan laasgenoemde eis voldoen word, moet die bode 'n inventaris en 'n waardasie van sulke roerende goedere opstel. Wys die skuldenaar geen sodanige goedere aan nie, moet die bode ouverwyd 'n inventaris en waardasie opstel van soveel van die roerende goedere wat aan die skuldenaar behoort as wat hy genoegsaam beskou om aan die lasbrief te voldoen.

(2) Vir sover sulks nodig is vir die tenuitvoerlegging van so 'n lasbrief kan die bode die deure op of van enige perseel of van enige neubestukke op 'n perseel oopmaak, indien geweier word om hulle oop te maak of as daar niemand is wat die persoon teen wie die lasbrief ten uitvoer gelê moet word, verteenwoordig nie. Indien nodig kan die bode vir die doel geweld gebruik.

(3) Die bode moet die oorspronklike lasbrief vir eksekusie toon en 'n afskrif daarvan aan die skuldenaar afgee of op die perseel agterlaat.

(4) Wanneer die bode aan bogemelde voorstaprifte van hierdie reël voldoen het, is op die goedere, waarvan hy aldus 'n inventaris opgestel het, geregtelik beslag gelê.

(5) Die bode moet 'n afskrif van genoemde inventaris, deur hom onderteken, aan die skuldenaar afgee of dit op die perseel agterlaat. Onderaan die afskrif moet 'n kennisgewing van die beslaglegging verskyn.

(6) As kontant gevind en beslag daarop gelê word, moet die hoeveelheid en soorte daarvan in die inventaris opgegee word, en as op dokumente beslag gelê word, moet hulle eweens aldus opgegee word. Sulke kontant en dokumente moet versel en na die kantoor van die bode oorgebring word.

(7) Wanneer iemand op wie se roerende goedere aldus beslag gelê is, hom skriftelik verbind tesame met 'n genoegsame borg om daardie goedere op die dag wat vir die verkoop daarvan vasgestel is, af te lewer, indien die vonnisskuld van die vonnisskuldeiser nie eerder voldaan is nie, moet die bode die goedere waarop aldus beslag gelê is en wat op die inventaris voorkom (behalwe kontant of dokumente) laat bly op die perseel waar hulle gevind is. Die vonnisskuldeiser kan deur endossement op die lasbrief of by skriftelike kennisgewing aan die bode afsien van voornoemde hyooging van 'n borg.

(8) Indien geen verpligting om genoemde goedere af te lever volgens voorstaprifte van subreël (7) van hierdie reël aangegaan word nie—

(i) moet die bode die goedere óf verwyder om hulle op een of ander gerieflike plek in veiligheid te stel of kan, indien dit vee is of goedere wat nie maklik verwyder kan word nie, hulle op die perseel onder toesig en bewaring van iemand namens hom laat bly tot op die dag wat vir die verkoop daarvan vasgestel is;

(ii) moet die bode, as hy deur die vonnisskuldeiser gelas is om die goedere waarop beslag gelê is, te verwyder, dit binne 48 uur na die beslaglegging doen; intussen moet hy hulle onder toesig en bewaring van iemand namens hom laat bly;

(iii) mag so'n bewaarder nie die goedere waarop beslag gelê is, gebruik, verhuur of nitleen nie, of toelaat dat hulle gebruik, verhuur of uitgeleen word nie of op enige wyse iets doen waardoor hul waarde verminder sou word nie; en as die goedere waarop beslag gelê is enige wins afgewerp of vermeerder het, is die bewaarder vir daardie wins of vermeerdering op dieselfde wyse verantwoordelik as wat hy is vir die goedere waarop oorspronklik beslag gelê is;

(iv) is 'n bewaarder, as hy hom aan pligsversuim skuldig maak, nie tot enige vergoeding vir sy toesig en bewaring geregtig nie.

(9) Roerende goedere wat ter tenuitvoerlegging van genoemde geregtelike prosesstuk verkoop word, moet deur die bode in die openbaar teu kontant aan die hoogste bieér verkoop word op die plek waar beslag op die goedere gelê is of waarheen hulle aldus verwyder is of so nabij daarvan as wat vir die verkoop daarvan voordeelig mag wees. Die bode moet die verkoop in 'n plaaslike of ander nuusblad wat in die distrik in ouloop is bekend maak en moet minstens 7 dae voor die dag wat vir die verkoop vasgestel is 'n kennisgewing van die verkoop, met vermelding van die dag en plek daarvan, aanplak op die deur van die hofsaal of aan 'n ander openbare gebou in die plek waar die hof gehou word, asook op of so nabij moontlik aan die plek waar die verkooping werklik gaan plaasvind; met dien verstande dat die verkooping nie in 'n nuusblad hoef bekend gemaak te word nie as die bode van mening is dat die waarde van die goedere waarop beslag gelê is nie meer as £20 is nie.

(10) Die dag wat vir die verkoop vasgestel word, moet minstens 14 dae na die dag van beslaglegging wees; met dien verstande dat waar die goedere waarop beslag gelê is aan bederf onderhewig is, of met toestemming van die eksekusieskuldenaar, die hof op aansoek enige of albei van die tydperke in hierdie reël genoem, sodanig en op sulke voorwaarde kan verkort as wat hy goed dink.

(11) 'n Verkoop in eksekusie word gestaak sodra 'n voldoende bedrag verkry is om genoemde lasbrief en die koste van verkooping te dek.

(12) Should the messenger have a balance in hand after payment of the judgment creditor's claim and costs he shall pay the same to the judgment debtor if he can be found, otherwise he shall pay such balance into court.

39. (1) Where the property attached in execution is a lease or a bill of exchange, promissory note, bond, or other security for the payment of money—

(i) attachment shall not be complete until after notice to the lessor, lessee or person liable on the bill of exchange or other security as the case may be;

(ii) the attachment shall not be valid unless and until the instrument in question is taken possession of by the messenger and notice has, in the case of a registered lease, been given to the registrar of deeds concerned.

(2) Where the movable property sought to be attached is the interest of the execution debtor in property pledged, leased or sold under a suspensive condition to or by a third person—

(a) attachment shall be effected by service by the messenger on the execution debtor and on such third person of notice of the attachment with a copy of the warrant of execution which service may be effected as if such notice were a summons;

(b) the messenger may, upon exhibiting the original of such warrant of execution to the pledgee, lessor, lessee, purchaser or seller, enter upon the premises where such property is and make an inventory and valuation of the said property.

(3) The method of attachment of property attached under section thirty-two of the Act shall mutatis mutandis be the same as that of attachment in execution.

#### EXECUTION AGAINST IMMOVABLE PROPERTY.

40. (1) A warrant of execution against immovable property shall state the situation and nature of the immovable property sought to be attached sufficiently to enable it to be identified.

(2) The mode of attachment of immovable property shall be by notice by the messenger served (in like manner as a summons) together with a copy of the warrant of execution upon the execution debtor as owner thereof and upon the registrar of deeds or other officer charged with the registration of such immovable property, and upon all registered holders of bonds registered against the property attached and also, if the property is in the occupation of some person other than the execution debtor, upon such occupier, and upon the local authority in whose area the property is situated.

(3) After attachment the messenger shall ascertain and record whether the said property is subject to any claim ranking in priority to that of the execution creditor. He shall thereupon notify the judgment creditor of the existence of any such claim to enable the latter to give notice in terms of sub-section (2) of section sixty-six of the Act.

(4) The messenger may by notice, served in like manner as a summons, require the execution debtor to deliver up to him forthwith all documents in his possession or under his control relating in any way to his title to the said property.

(5) Where the said property is situate in some district other than that in which the judgment was given, the messenger of the court of the latter district shall forward the writ to the messenger of the court of the district in which the said property is situate, who shall, after obtaining the endorsement of a judicial officer thereon, as provided by section four (2) of the Act, proceed to attach the property in the manner provided in this rule.

(6) The messenger shall appoint a day and place for the sale of such property, such day being, except by special leave of the court, not less than one month after service of the notice of attachment; and he shall cause the sale to be advertised at least twice in the Gazette and in some local or other newspaper circulating in the district by an advertisement containing a short description of such property and its situation, the time and place for the holding of the sale and the material conditions thereof.

(7) The conditions of sale shall be prepared and delivered by the execution creditor but any interested party may bring them before a judicial officer to be settled by him on application made not more than four days after a copy of such conditions shall have been delivered.

(8) The execution creditor may appoint the conveyancer for the purposes of sale and transfer.

(9) (a) The execution creditor or any person having an interest in the due and proper realisation of such property may, by notice given to the messenger within fourteen days after attachment, but subject to the provisions hereinafter contained, require that such property shall be sold by an auctioneer in the ordinary course of business; and may in such notice nominate the auctioneer to be employed.

(b) Where such notice is given by any person other than the execution creditor, such notice shall be accompanied by the deposit of a sum sufficient to cover the additional expense of sale by an auctioneer in the ordinary course of business, and in default of such a deposit such notice shall be void, and such notice shall lapse if in fact the services of an

(12) Indien die bode, nadat die vonniskuldeiser se eis en koste vereffen is, 'n saldo oor het, moet hy dit aan die vonniskuldeiser betaal as hy te vind is; anders moet hy so'n saldo geregelyk inbetaal.

39. Wanneer die goedere waarop beslag gelê is 'n huurkontrak is, 'n wissel, promesse, akte van verband of ander sekerheid vir die betaling van geld—

(i) is die beslaglegging nie voltooi nie alvorens aan die verhuurder, huurder of die persoon wat ingevolge die wissel of ander sekerheid, na gelang van die geval, aanspreklik is, kennis gegee is;

(ii) is die beslaglegging nie geldig nie tensy en totdat die betrokke stuk deur die bode in besit geneem is en, in die geval van 'n geregistreerde huurkontrak, aan die betrokke registrateur van aktes kennis gegee is.

(2) Wanneer die roerende goed waarop beslaglegging verlang word, bestaan uit die belang van die eksekusieskuldehaar in goedere wat onder opskortende voorwaarde aan of deur 'n derde persoon verpand, verhuur of verkoop is.

(a) word beslaglegging bewerkstellig deur diening deur die bode op die eksekusieskuldehaar en op die derde persoon van 'n kennismetting van die beslaglegging, tesame met 'n afskrif van die lasbrief vir eksekusie en word sodanige diening bewerkstellig asof daardie kennismetting 'n dagvaarding was;

(b) kan die bode, by vertoning van die oorspronklike lasbrief vir eksekusie aan die pandhouwer, verhuurder, huurder, koper of verkoper die perseel waar die goed is betree en 'n inventaris en waardasie van sodanige goed opstel.

(3) Die beslaglegging op goedere kragtens artikel tweeeendertig van die Wet geskied *mutatis mutandis* op dieselfde wyse as 'n eksekutoriale beslaglegging.

#### EKSEKUSIE TEEN ONROERENDE GOED.

40. (1) Die lasbrief vir eksekusie teen onroerende goed moet die ligging en die aard van die onroerende goed waarop beslaglegging verlang word sodanig noukeurig omskryf dat dit aangewys kan word.

(2) Beslaglegging op onroerende goed geskied by wyse van kennismetting gediens deur die bode (op 'n soortgelyke wyse as 'n dagvaarding) tesame met 'n afskrif van die lasbrief vir eksekusie, op die eksekusieskuldehaar as eiener van die goed, op die Registrateur van Aktes of ander amptenaar belas met die registrasie van die onroerende goed en op al die geregistreerde houers van verbande wat geregistreer is teen die goed waarop beslag gelê word en ook, as iemand anders as die eksekusieskuldehaar die goed bewoon, op so'n bewoner, en op die plaaslike bestuur in wie se gebied die goed geleë is.

(3) Na beslaglegging moet die bode nagaan en aanteken of genoemde goed onderworpe is aan enige eis met voorrang bo dié van die eksekusieskuldeisér. Hy moet vervolgens die vonniskuldeiser in kennis stel van die bestaan van enige sodanige eis ten einde laasgenoemde in staat te stel om ooreenkomsdig sub-artikel (2) van artikel ses-en-sestig van die Wet kennis te gee.

(4) Die bode kan by kennismetting, gediens op soortgelyke wyse as 'n dagvaarding, die eksekusieskuldehaar aansé om onverwyd alle dokumente in sy besit of onder sy beheer wat op enige wyse op sy reg op die goed betrekking het, aan hom af te gee.

(5) Wanneer genoemde goed in 'n ander distrik as dié waarin die vonnis geveld is, geleë is, moet die geregsbode van laasgenoemde distrik die lasbrief deurstuur aan die geregsbode van die hof van die distrik waarin die goed geleë is en hy moet die verkoop minstens twee maal in die *Staatskoerant* en in 'n plaaslike of ander nuusblad wat in die distrik in omloop is bekendmaak deur 'n aankondiging wat 'n kort beskrywing bevat van die goed, die ligging daarvan, die tyd en plek van verkoop en die vernaamste verkoopsvoorraades.

(7) Die verkoopsvoorraades moet deur die eksekusieskuldeisér opgestel en ingelewer word, maar enige belanghebbende party kan hulle aan 'n regterlike amptenaar voorlê om deur hom vasgestel te word op aansoek gedoen nie later as vier dae nadat 'n afskrif van die voorraades ingelewer is.

(8) Die eksekusieskuldeisér is geregtig om die transportuitmaker vir doeleindes van die verkoop en transport te benoem.

(9) (a) Die eksekusieskuldeisér of enige wat by die behoorlike tegeldemaking van die goed belang het, kan hy kennismetting aan die bode binne 14 dae na beslaglegging, maar met inligting van onderstaande bepalings, eis dat die goed deur 'n afslaer in die gewone loop van besigheid te dek en by gebreke van so'n storting is die kennismetting nietig. Die kennismetting verval ook as die dienste van 'n afslaer inderdaad nie verkrybaar is nie. Is daar na vol-

auctioneer are not obtainable. If after satisfying the execution creditor there are surplus proceeds of such property, such deposit shall be returned to the depositor, but if there is not such a surplus such deposit shall, as far as may be necessary, be applied in payment of the auctioneer's fees and expenses.

(c) If two or more such notices are given, the first shall have the preference.

(10) The sale shall be by public auction without reserve and the property shall, subject to the provisions of sub-section (2) of section sixty-six of the Act and to the other conditions of sale, be sold to the highest bidder.

(11) The sale shall be held in front of the court house of the district and in the presence of a judicial officer or such person as he may appoint, whose certificate that such sale was duly and properly conducted and of the name of the execution debtor and of the purchaser and of the amount of the purchase price shall be conclusive evidence thereof: Provided that when the sale is in execution of a judgment of a periodical court, the judicial officer may authorise that the sale be held before the court house in the presence of such person as he may appoint.

(12) Where the said property is situate in a district other than that in which the judgment was given, the sale of the said property shall be effected by the messenger of the court of the district in which it is situate in the manner provided by this rule.

(13) Upon receipt of the certificate referred to in sub-rule (11) the messenger shall give transfer to the purchaser against payment of the purchase money and upon performance of the conditions of sale and may for that purpose do anything necessary to effect registration of transfer, and anything so done by him shall be as valid and effectual as if he were the owner of the property.

(14) (a) The messenger shall not pay out the purchase money until transfer has been given to the purchaser. The messenger shall forthwith pay into court all monies received by him in respect of the purchase price.

(b) The messenger shall immediately after the sale, prepare in order of preference as hereinafter provided in this rule, a plan of distribution of the purchase money received. The plan shall lie in his office for inspection of persons having an interest therein (unless they shall signify in writing their agreement to the said plan) for a period of fourteen days.

A copy of such plan shall be lodged with the clerk of the court.

(c) After deduction from the purchase money of the costs of execution, the following shall be the order of preference:—

(i) the claims of any creditors ranking in priority to the judgment creditor in their legal order of preference;

(ii) the claims of the judgment creditor to the extent of his judgment plus costs;

(iii) the claims of other creditors secured in respect of that property in their legal order of preference.

(d) Any person having an interest in such plan and objecting thereto shall, within fourteen days, give notice in writing to the messenger, clerk of the court and all other persons having an interest therein of the particulars of his objection and may bring such plan before the court for review.

(e) Such review shall be on four days notice to the persons mentioned in paragraph (d).

(f) The court, on review, may hear and determine the matter in dispute in a summary way and may thereafter amend or confirm the plan of distribution or may make such order as may be just.

(g) If—

(i) no objection be lodged to such plan; or

(ii) the persons having an interest signify their concurrence therewith; or

(iii) the plan is confirmed on review,

the clerk of the court shall, on production of evidence that transfer has been given to the purchaser, pay to the messenger the amount paid into court under paragraph (a).

(h) When the messenger has received such amount from the clerk of the court, he shall pay it out in accordance with the plan of distribution and any surplus shall, subject to section seventy-one of the Act, be paid to the judgment debtor, if he can be found, and if he cannot be found, into court.

(15) The messenger shall when endorsing on or annexing to the warrant the result of the execution required by sub-rule (4) of rule 3, show also the disposal of the amount recovered by him, supported by the receipts of the judgment creditor and of the person entitled to the balance, if any.

#### INTERPLEADER.

41. (1) Relief by way of interpleader may be granted—

(i) where the person seeking relief (in this rule called "the applicant") is under any liability for any debt, money or movable property, for or in respect of which he is or expects to be sued by two or more parties (in this rule called "the claimants"), making adverse claims thereto;

(ii) where the applicant is the messenger of the court and claim is made to any property attached by him in

doening van die eis van die eksekusieskuldeiser 'n oorskot uit die opbrings van die goed, word die gestorte bedrag terugbetaal aan die persoon wat dit gestort het, maar as daar nie so'n oorskot is nie, word so'n bedrag vir sover nodig aangewend vir die betaling van die afslersgelde en die koste.

(c) In die geval van twee of meer sulke kennisgewings het die eerste voorkeur.

(10) Die verkoop geskied by wyse van openbare veiling sonder voorbehoed en, onderworpe aan die bepalings van sub- artikel (2) van artikel ses-en-sestig van die Wet en aan die ander verkoopsvoorraad, word die goed op die hoogste bieërl toegeslaan.

(11) Die verkoop vind plaas voor die hofgebou van die distrik en in die teenwoordigheid van 'n regterlike amptenaar of van iemand wat hy mag benoem, en sy sertifikaat dat die verkoop behoorlik gehou is en betreffende die naam van die eksekusieskuldeiser, van die koper en die bedrag van die koopsom is afdoende bewys daarvan: met dien verstande dat indien die verkoop ter tenuitvoerlegging van 'n vonnis van 'n periodieke hof is, die regterlike amptenaar magtig kan verleen dat die verkoop plaasvind voor die hofgebou in die teenwoordigheid van iemand wat hy benoem het.

(12) Wanneer genoemde goed in 'n ander distrik as dié waarin die vonnis geveld is, geleë is, word dit deur die bode van die distrik waarin dit geleë is volgens voorskrif van hierdie reël verkoop.

(13) By ontvangs van die sertifikaat vermeld in subrule (11), gee die bode transport aan die koper teen betaling van die koopsom en by nakoming van die verkoopsvoorraades en kan hy vir die doel alle handelinge verrig wat nodig is om die registrasie van die transport te bewerkstellig, en 'n handeling aldus deur hom verrig word beskou ewe geldig en doeltreffend te wees asof hy die eiernaar van die goed was.

(14) (a) Voor en aleer die koper transport van die goed ontvang het, betaal die bode nie die koopsom uit nie. Die bode moet onverwyd alle geldie wat hy ten opsigte van die koopprys ontvang het geregtelik inbetaal.

(b) Oummiddellik na die verkoop moet die bode in orde van voorrang soos hiera in hierdie reël bepaal 'n staat opstel waarvolgens die koopsom wat ontvang is gedistribueer moet word. Die staat moet in sy kantoor lê vir insae deur persone wat daarby belang het (tensy hulle skriftelik te kenne gevat dat hulle niet voornoemde staat instem) vir 'n tydperk van 14 dae.

'n Afskif van voornoemde staat moet by die klerk van die hof ingediend word.

(c) Nadat die eksekusiekoste van die koopsom afgetrek is, is die orde van voorrang as volg—

(i) Die eise van enige skuldeisers wat voorkeur het bo die vonnisskuldeiser in hul wetlike voorrangsorde;

(ii) die eise van die vonnisskuldeiser in soverre hy daarvoor vonnis verkry het, plus koste;

(iii) Die eise van ander skuldeisers, waarvan die betaling ten opsigte van daardie goed gedek is, in hul wetlike voorrangsorde.

(d) Enigeen wat by so'n staat belang het en beswaar daarteen maak, moet binne 14 dae skriftelik aan die bode, klerk van die hof en alle ander belanghebbendes kennis gee van die besonderhede van sy beswaar en kan so'n staat aan die hof vir hersiening voorlê.

(e) Sodanige hersiening geskied met 4 dae kennisgewing aan die persone vermeld in paragraaf (d).

(f) By hersiening kan die hof die saak in geskil summier verhoor en beslis en kan dan die distribusiestaat wysig of bekragtig of sodanige bevel gee as wat billik mag wees.

(g) Indien—

(i) geen beswaar teen so'n staat ingediend word nie; of

(ii) die persone wat daarby belang het hul instemming daarmee betuig; of

(iii) die staat by hersiening bekragtig word, moet die klerk van die hof by voorlegging van bewys dat transport aan die koper gegee is, die bedrag wat ingevolge paragraaf (a) geregtelik inbetaal is, aan die bode betaal.

(h) Wanneer die bode sodanige bedrag van die klerk van die hof ontvang het, moet hy dit volgens die distribusiestaat uitbetaal en behoudens die bepalings van artikel een-en-seentig van die Wet moet enige oorskot aan die vonnisskuldeiser betaal word indien hy gevind kan word, en as hy nie gevind kan word nie, moet die oorskot geregtelik inbetaal word.

(15) Wanneer die bode ooreenkomsig subreël (4) van reël 3 die uitslag van die eksekusie op die lasbrief endosseer of daarby aanheg, moet hy ook vermeld hoe oor die bedrag wat hy ingevoerd het beskik is en sy opgawe staaf met die kwitansies van die vonnisskuldeiser en van die persoon wat op die saldo, as daar een is, geregting is.

#### TUSSENPLEITGEDING.

41. (1) Verligting kan by wyse van 'n tussenpleitgeding verleent word—

(i) waar op die persoon wat om verligting aansoek doen (in hierdie reël die applikant genoem) 'n verpligting rus ter sake van enige skuld, geld of roerende goed, waarvoor of ten opsigte waarvan hy gedagvaar is of verwag om gedagvaar te word, deur twee of meer partye (in hierdie reël die eisers genoem) wat teenstrydig aansprake daarop maak;

(ii) waar die geregsbode die applikant is en die goed waarop hy kragtens 'n geregtelike prosesstuk vir eksekusie

execution under any process of the court, or to the proceeds or value of any such property, by any person other than the person against whom the process issued, and the execution creditor has not after notice admitted the claim in manner provided by sub-rule (5) of rule 36;

(iii) when the execution creditor has not admitted the claim as provided in sub-rule (5) of rule 36, within two days after he has notice thereof, the messenger shall forthwith prepare and sue out a summons in the form No. 40.

(2) An applicant other than the messenger shall annex to the summons sued out in terms of sub-rule (3) an affidavit setting out—

(i) that he claims no interest in the subject matter in dispute other than for charges or costs; and

(ii) that he does not collude with any of the claimants; and

(iii) that he is willing to pay or transfer the subject matter into court or dispose of it as the court may direct.

(3) (a) The applicant may take out a summons calling upon the claimants to appear and state the nature and particulars of their claims, and either to maintain or relinquish them.

(b) When the applicant is the messenger the clerk of the court shall sign and issue the interpleader summons without fee, but when the judgment is delivered, the court shall direct which party shall pay the fee, and such party shall thereupon pay to the clerk of the court the appropriate fee provided in item 1 (1) (a) or (b) or Table D.

(4) If a claimant does not appear in pursuance of the summons or having appeared neglects or refuses to comply with any order made after his appearance, the court may make an order declaring him and all persons thereafter claiming under him barred against the applicant; but the order shall not affect the rights of the claimants between themselves.

(5) If one or more claimants appear in pursuance of the summons, the court may—

(i) order any such claimant to state, orally or in writing on oath or otherwise, as to the court may seem expedient, the nature and particulars of his claim;

(ii) order that the matters in issue shall be tried on a day to be appointed for that purpose;

(iii) order which of the claimants shall be plaintiff and which defendant for the purpose of trial; or

(iv) try the matters in dispute in a summary manner.

(6) Where the matters in issue are tried, whether summarily or otherwise, the provisions of rule 28 as to the trial of an action shall mutatis mutandis apply.

(7) The court may, in aid for the purpose of any interpleader proceedings, make all such orders as to any additional expenses of execution occasioned by the claim as may be just, and may make such order as may be just as to the payment of costs incurred by the applicant.

#### ENQUIRY INTO FINANCIAL POSITION OF DEBTOR.

42. (1) When the judgment referred to in sub-section (1) of section sixty-five of the Act has been given in any court other than the court of the district in which the application is being made, the clerk of the court shall not issue the notice until there is lodged with him a copy of the judgment of such other court duly certified by the clerk of such court.

(2) The warrant referred to in sub-section (7) of section sixty-five of the Act shall be prepared by the judgment creditor and signed by the clerk of the court. No fees shall be claimable as between party and party by the judgment creditor for the preparation and issue of such order unless the court shall find that the defendant wilfully absented himself from the hearing.

(3) The court may at the request of the judgment creditor or for good cause stay the execution of any warrant issued under sub-rule (2).

(4) No costs as between party and party shall be recoverable in respect of any proceedings under section sixty-five of the Act unless the court finds that the debtor has executable property or that he is in a position to pay the judgment in full at once or by instalments, and if the last, that he has not, previous to the proceedings, made an offer to pay by instalments, which the court finds reasonable in all the circumstances.

#### ATTACHMENT OF A DEBT BY GARNISHEE ORDER.

43. (1) An application for an attachment of a debt shall be made on notice to the judgment debtor and to the garnishee supported by an affidavit setting out—

(i) that the applicant has obtained judgment against the judgment debtor in a magistrate's court, that the said judgment does not arise out of any of the provisions referred to in section eighteen of the Hire-Purchase Act, No. 36 of 1942, and that the said section eighteen is not applicable;

(ii) that such judgment is still unsatisfied, naming the amounts still payable thereunder;

(iii) that no order under section seventy-four of the Act has been made, or if such an order has been made that the same has not been complied with;

(iv) that the garnishee resides, carries on business or is employed within the district;

beslag lê of die oprings of waarde van daardie goed deur iemand anders as die persoon teen wie die prosesstuk uitgereik is, geëis word, en die eksekusieskuldeiser nie na kennigewing volgens voorskrif van subreël (5) van reël 36 die eis erken het nie;

(iii) wanneer die eksekusieskuldeiser nie volgens voorskrif van subreël (5) van reël 36 binne 2 dae nadat hy kennis daarvan ontvang het, die eis erken het nie, moet die bode onverwyd 'n dagvaarding volgens vorm No. 40 opstel en uitneem

(2) 'n Ander applikant as die bode moet aan die dagvaarding wat ooreenkomsdig subreël (3) uitgenezem is, 'n beëdigde verklaring heg waarin verklaar word—

(i) dat hy nie aanspraak maak op enige belang in die voorwerp waaroer dit gaan nie, behalwe wat betref koste; en

(ii) dat hy nie met enigeen van die eisers saamspan nie; en

(iii) dat hy bereid is om die voorwerp geregtelik in te betaal of oor te dra of ooreenkomsdig die voorskrif van die hof daaroor te beskik.

(3) (a) Die applikant kan by dagvaarding die eisers oproep om te verskyn en die aard en besonderhede van hulle eise uit een te sit en die eise of te verdedig of prys te gee.

(b) Wanneer die applikant die bode is, moet die klerk van die hof die tussenpleitdagvaarding onderteken en gratis uitrek, maar wanneer vonnus gevel word, gelas die hof watter party die geld moet betaal en daardie party moet vervolgens die toepaslike geld wat in item 1 (1) (a) of (b) of Tabel D voorgeskryf is, aan die klerk van die hof betaal.

(4) Indien 'n eiser nie ingevolge die dagvaarding verskyn nie of nadat hy verskyn het versuin of weier om aan enige bevel wat na sy verskynung gegee is, te voldoen, kan die hof 'n bevel gee wat hom, sowel as sy regopvolgers, van die eis teen die applikant uitsluit; so 'n bevel maak egter geen inbreuk op die onderlinge regte van die eisers nie.

(5) Wanneer een of meer eisers ingevolge die dagvaarding verskyn, kan die hof—

(i) enige sodanige eiser gelas om mondelings of skriftelik onder ede of andersins, of na die hof wenslik ag, die aard en besonderhede van sy eis uiteen te sit;

(ii) gelas dat die geskilpunte verhoor word op 'n dag wat daarvoor bepaal word;

(iii) gelas wie van die eisers by die verhoor as eiser en wie as verweerde moet optree; of

(iv) die geskilpunte summier verhoor.

(6) Wanneer die geskilpunte verhoor word, het sy summier of andersins, is die bepalings van reël 28 betreffende die verhoor van 'n aktie *mutatis mutandis* van toepassing.

(7) By en vir doeleindes van 'n tussenpleitgeding kan die hof al sulke bevele gee betreffende verdere eksekusiekoste wat deur die eis meegebring is as wat billik mag wees, asook 'n billike bevel betreffende die betaling van koste wat deur die applikant aangegaan is.

#### ONDERSOEK NA GELDELIKE TOESTAND VAN SKULDENAAR.

42. (1) Wanneer die vonnus waarna in subartikel (1) van artikel vyf-en-sestig van die Wet verwys word, gevel is in 'n ander hof as dié van die distrik waarin die aansoek gedoen word moet die klerk van die hof nie dié kennigewing uitrek nie voordat 'n afskrif van die vonniss van so'n ander hof, wat behoorlik deur die klerk van daardie hof gewaarmerk is, by hom ingedien is.

(2) Die lasbrief waarna in subartikel (7) van artikel vyf-en-sestig van die Wet verwys word, moet deur die vonnisskuldeiser opgestel en deur die klerk van die hof onderteken word. Geen geldie tussen party en party kan deur die vonnisskuldeiser vir die opstel en uitreiking van so'n bevel gevorder word nie tensy die hof bevind dat die verweerde opstel van die verhoor weggebly het.

(3) Op versoek van die vonnisskuldeiser en om 'n gegrond rede kan die hof die tenuitvoerligging van enige lasbrief wat ingevolge subreël (2) uitgereik is, opskort.

(4) Geen koste tussen party en party is ten opsigte van enige verrigtinge ingevolge artikel vyf-en-sestig van die Wet verhaalbaar nie tensy die hof bevind dat die skuldernaar goedere het wat vir eksekusie vatbaar is of dat hy in die vermoë is om die vonniss dadelik ten volle of in paaiemente te betaal en, indien laasgenoemde die geval is, dat hy nie, voor die verrigtinge, 'n aanbod om in paaiemente te betaal, wat die hof redelik in al die omstandighede vind, gemaak het nie.

#### BESLAGLEGGING OP 'N SKULD DEUR SKULDGESLAGORDER.

43. (1) 'n Aansoek om beslaglegging op skuld word gedoen by kennigewing aan die vonnisskuldeiser en die beslagskuldeiser, gesteun deur 'n beëdigde verklaring waarin vermeld word—

(i) dat die applikant in 'n magistraatshof vonniss teen die vonnisskuldeiser verkry het, dat so'n vonniss nie ontstaan uit die bepalings waarna in artikel agtien van die Wet op Huurkoop, No. 36 van 1942, verwys word en dat voornoemde artikel agtien nie van toepassing is nie;

(ii) dat die vonniss nog onvoldaan is, met vermelding van die bedrae wat nog daaronder betaalbaar is;

(iii) dat geen bevel kragtens artikel vier-en-seventig van die Wet gegee is nie, of indien so'n bevel wel gegee is, dat nie daaroor voldoen is nie;

(iv) dat die beslagskuldeiser in die distrik woonagtig is, daarin besigheid dryf of daarin werkzaam is;

(v) that the garnishee is or will be indebted to the judgment debtor; and

(vi) that sufficient means will, after satisfaction of the order, be left to the judgment debtor to maintain himself and those dependent on him.

(2) Unless the judgment was obtained in the court in which the application is made, a certified copy of such judgment shall be annexed to the affidavit.

(3) If in open court the judgment debtor admits sufficient of the facts set out in sub-rule (1) of this rule to warrant an attachment being granted, such admissions shall be recorded and application for a garnishee order may be made orally without an affidavit.

(4) Upon such application the court may require such further evidence as it shall see fit.

(5) Upon such application the court may order the garnishee to pay to the messenger so much of the debt at present or in future owing and accruing from him to the debtor as may be sufficient to satisfy the said judgment together with the costs of the garnishee proceedings (including the costs of service) or failing such payment to appear before the court on a day to be named in the said order and show, cause why he should not pay such debt.

(6) The clerk of the court shall note upon the face of such order the day and hour at which it was made.

(7) Such order shall be served upon the garnishee and upon the judgment debtor and shall operate as an attachment of the said debt in the hands of the garnishee.

(8) The judgment debtor shall appear on the day fixed for the hearing of the application but may not question the correctness of the judgment on which the application is based.

(9) If the garnishee does not dispute his indebtedness to the debtor, or allege that he has a set-off against the debtor, or that the debt sought to be attached belongs to or is subject to a claim by some other person, or if he shall not appear to show cause as mentioned in sub-rule (5), the court may order the garnishee to pay the debt (or such portion of it as the court may determine) to the messenger of the court on the dates set out in the said order; and should the garnishee make default, execution for the amount so ordered and costs of the said execution may be issued against the garnishee. Such execution shall be as nearly as possible in accordance with the provisions of rules 34 to 40.

(10) If the garnishee disputes his liability to pay the said debt or alleges that he has any other defence, set off or claim in reconvention which would be available to him if he were sued for the said debt by the judgment debtor, the court may order the garnishee to state, orally or in writing, on oath or otherwise, as to the court may seem expedient, the particulars of the said debt and of his defence thereto and may either hear and determine the matters in dispute in a summary way or may order—

(i) that the matters in issue shall be tried under the ordinary procedure of the court; and

(ii) that, for the purpose of such trial, the judgment creditor shall be plaintiff and the garnishee defendant or vice versa.

(11) If the garnishee alleges that the said debt belongs to or is subject to a claim by some other person, the court may order such other person to appear and state the nature and particulars of his claim and either to maintain or relinquish it and may deal with the matter as if the judgment creditor and such other person were claimants in interpleader under rule 41.

(12) If the judgment debtor alleges that the judgment has been satisfied or is for some other reason not operative against him, or that the garnishee is not indebted to him, the court may try the issue summarily.

(13) After hearing the parties or such of them as appear, the court may—

(a) order payment by the garnishee in terms of sub-rule (5);

(b) declare the claims of any person to the debt attached to be barred;

(c) dismiss the application;

(d) make such other order as may be just.

#### ATTACHMENT OF EMOLUMENTS BY GARNISHEE ORDER.

44. (1) Application for the attachment of emoluments shall be on notice to the judgment debtor and the garnishee. Such notice shall operate as an attachment of the emoluments in the hands of the garnishee.

(2) The notice shall set forth the particulars specified in paragraphs (i), (ii), (iii), (iv) and (vi) of sub-rule (1) of rule 43, and in addition that emoluments are, or will in future be owing or accruing to the judgment debtor by the garnishee.

(3) At the hearing of the application the court may, subject to the provisions of section *seventy-two* of the Act, order the garnishee to pay to the messenger out of emoluments accruing to the judgment debtor such sums at such future times as it may direct.

(v) dat die beslagskuldernaar by die vonnisskuldernaar in die skuld staan of sal staan; en

(vi) dat die vonnisskuldernaar, nadat aan die bevel voldoen is, genoeg middele sal hé om homself en sy afhanklike te onderhou.

(2) Tensy die vonnis verkry is in die hof waarin die aansoek gedaan is, moet 'n gewaarmerkte afskrif van sodanige vonnis aan die beëdigde verklaring geheg word.

(3) Indien die vonnisskuldernaar in die ope hof voldoende van die feite aangegee in subrèl (1) van hierdie reël erken om te regverdig dat 'n beslaglegging toegestaan word, moet sulke erkenings genotuleer en kan mondelings sonder beëdigde verklaring om 'n skuldbeslagorder aansoek gedaan word.

(4) Op so'n aansoek kan die hof sodanige verdere bewys verlang as wat hy goed dink.

(5) Op so'n aansoek kan die hof die beslagskuldernaar beveel om soveel van die skuld wat dan of in die toekoms deur hom verskuldig is of van hom toekom aan die skuldernaar, aan die bode te betaal as wat voldoende mag wees om genoemde vonnis, tesame met die koste van die skuldbeslagproses, met inbegrip van die dieningskoste, te dek, of om, by gebreke van sodanige betaling op 'n dag wat in genoemde bevel bepaal moet word voor die hof te verskyn en op gronde aan te voer waarom hy voornoemde skuld nie sou betaal nie.

(6) Die klerk van die hof moet op die voorkant van so'n bevel, die dag en uur waarop dit toegestaan is, aanteken.

(7) So'n bevel moet op die beslagskuldernaar, asook op die vonnisskuldernaar, gedien word en het die uitwerking van 'n beslaglegging op gemelde skuld in hande van die beslagskuldernaar.

(8) Die vonnisskuldernaar moet op die dag wat vir die verhoor van die aansoek vasgestel is, verskyn, maar mag nie die juistheid van die vonnis waarop die aansoek berus in twyfel trek nie.

(9) Indien die beslagskuldernaar dit nie betwiss dat die skuld deur hom aan die skuldernaar verskuldig is nie of nie beweer dat skuldvergelyking tussen hom en die skuldernaar plaasgevind het nie, of dat die skuld waarop beslaglegging verlang word, behoort aan of onderworpe is aan 'n eis deur iemand anders nie of indien die beslagskuldernaar nie verskyn om gronde aan te voer soos vermeld in subrèl (5) nie, kan die hof die beslagskuldernaar beveel om die skuld (of so'n gedeelte daarvan as wat die hof bepaal) aan die geregsbode te betaal op die datum wat in voornoemde bevel aangegee is, en indien die beslagskuldernaar versuim om sulks te doen, kan 'n lasbrief vir eksekusie vir die bedrag wat aldus beveel is en die koste van die eksekusie teen die beslagskuldernaar uitgereik word. So'n eksekusie moet so na moontlik geskied ooreenkomsdig die bepalings van reëls 34 tot 40.

(10) Betwiss die beslagskuldernaar sy verpligting om die skuld te betaal of beweer hy dat hy 'n ander verweer, skuldvergelyking of eis in rekonvensie kan opwerp waarop hy hom sou kon beroep het as hy deur die vonnisskuldernaar vir genoemde skuld gedagvaar was, kan die hof die beslagskuldernaar beveel om mondelings of skriftelik, onder eed of andersins, al na die hof wenslik ag, die besonderhede van sodanige skuld en van sy verweer daarteen voor te lê en kan óf die geskilpunte summier verhoor en beslis, óf beveel—

(i) dat die geskilpunte volgens die gewone prosedure van die hof verhoor word; en

(ii) dat vir doeleindes van so'n verhoor die vonnisskuldernaar as eiser moet optree en die beslagskuldernaar as verweerde, of ongekeerd.

(11) Indien die beslagskuldernaar beweer dat genoemde skuld behoort aan of onderworpe is aan 'n eis deur 'n ander persoon kan die hof so'n persoon gelas om te verskyn en die aard en besonderhede van sy eis voor te lê en dit óf te verdedig óf prys te gee en kan die saak behandel asof die vonnisskuldernaar en sodanige ander persoon eisers is in 'n tussenpleitging ingevolge reël 41.

(12) Indien die vonnisskuldernaar beweer dat aan die vonnis voldoen is of dat dit om 'n ander rede nie van krag teen hom is nie, of dat die beslagskuldernaar nie by hom in die skuld staan nie, kan die hof die geskilpunte summier verhoor.

(13) Nadat die hof die partye of dié van hulle wat verskyn, gehoor het, kan hy—

(a) betaling deur die beslagskuldernaar ooreenkomsdig subrèl (5) beveel;

(b) die aanspraak van enige persoon op die skuld onder beslag as vervalle verklaar;

(c) die aansoek afwyf;

(d) so'n ander bevel gee as wat billik mag wees.

#### BESLAGLEGGING OP BESOLDIGING DEUR SKULDBESLAGORDER.

44. (1) Aansoek om beslaglegging op besoldiging word gedaan by kennisgewing aan die vonnisskuldernaar en die beslagskuldernaar. So'n kennisgewing het die krag van 'n beslaglegging op die besoldiging wat in die hande van die beslagskuldernaar is.

(2) Die kennisgewing moet die besonderhede wat in paraagrafe (i), (ii), (iii), (iv) en (vi) van subrèl (1) van reël 43 uiteengesit is, aangee, en daarbenewens dat besoldiging dan of in die toekoms deur die beslagskuldernaar verskuldig is of van hom toekom aan die vonnisskuldernaar.

(3) By die verhoor van die aansoek kan die hof, met inagneming van die bepalings van artikel *twee-en-seentig* van die Wet, beveel dat die beslagskuldernaar uit die besoldiging wat aan die vonnisskuldernaar toekom, sodanige bedrae op sodanige toekomstige datums as wat die hof mag gelas aan die bode betaal.

(4) If the garnishee fail to pay to the messenger the sums of money at the times specified in such order, the judgment creditor may, on notice to the garnishee, make application for an order that execution issue against the garnishee. The provisions of sub-rules (10) and (11) of rule 43 shall *mutatis mutandis* apply to such application.

(5) After hearing the parties the court may—

- (i) dismiss the application;
- (ii) order that execution issue against the garnishee in respect of any sums payable and unpaid and of any costs ordered to be paid by him;
- (iii) order that the costs of the application be paid by either party;
- (iv) postpone the application in terms of sub-section (7) of section *seventy-two* of the Act;
- (v) make such other order as may be just.

#### ADMINISTRATION ORDERS.

45. (1) Should the administrator be a government official the remuneration referred to in sub-section (11) of section *seventy-four* of the Act shall accrue to the State.

(2) All proceedings under the said section shall be in chambers.

(3) Proceedings for the suspension variation or rescission of an administration order may be instituted by any interested party on application.

#### REVIEW OF JUDGMENTS AND ORDERS.

46. (1) Any party to an action in which a default judgment is given may within one month after such judgment has come to the knowledge of the party against whom it is given apply to the court to rescind or vary such judgment.

(2) Every such application shall be on affidavit which shall set forth shortly the reasons why the applicant did not appear and the grounds of defence to the action or proceeding in which the judgment was given or of objection to the judgment.

(3) Save where leave has been given to defend as a pro *Deo* litigant under rule 7, no such application shall be set down for hearing until the applicant has paid into court, to abide the directions of the court, the amount of the costs awarded against him under such judgment and also the sum of two pounds as security for the costs of the application:

Provided that the judgment creditor may by consent in writing lodged with the clerk of the court waive compliance with this requirement.

(4) Unless the applicant proves the contrary, it shall be presumed that he had knowledge of such judgment within two days after the date thereof.

(5) The court may on hearing of any such application, unless it is proved that the applicant was in wilful default and if good cause be shewn rescind or vary the judgment in question and may give such directions and extensions of time as may be necessary in regard to the further conduct of the action or application.

(6) The court may also make such order as may be just in regard to moneys paid into court by the applicant.

(7) If such application is dismissed, the default judgment shall become a final judgment.

(8) This rule shall *mutatis mutandis* govern all proceedings for the rescission or variation of any judgment by the court in the exercise of the jurisdiction conferred by section *thirty-six* of the Act.

(9) Where rescission or variation of a judgment is sought on the ground of invalidity, fraud or mistake, application may be made not later than one year after the applicant first had knowledge of such invalidity, fraud or mistake.

(10) Any judgment of the court may, on the application of any person affected thereby who was not a party to the action or matter, made within one month after he has knowledge thereof be so rescinded or varied by the court to the extent only to which such applicant is affected thereby.

(11) The provisions of sub-rules (1) to (7) shall *mutatis mutandis* apply to any such application.

#### APPEALS IN CIVIL CASES.

47. (1) Upon a request in writing by any party within four days after judgment and before noting appeal and upon payment of such party of a fee of one pound, the judicial officer shall within ten days deliver to the clerk of the court a written judgment showing—

- (i) the facts he found to be proved; and
- (ii) his reasons for judgment.

(2) Such written judgment shall become part of the record.

(3) An appeal may be noted within twenty-one days after the date of the judgment appealed against or within fourteen days after the delivery to the clerk of the court by the judicial officer of a written judgment in terms of sub-rule (1) whichever period shall be the longer.

(4) An appeal shall be noted by the delivery of notice, and, unless the court of appeal shall otherwise direct, by giving security for the respondent's costs of appeal to the amount of twenty pounds:

Provided that no security shall be required from the State.

(5) A cross-appeal shall be noted by the delivery of notice within eight days after the delivery of the notice of appeal.

(4) Indien die beslagskuldenaar versuum om sodanige bedrae op die datums in die bevel genoem aan die hode te betaal, kan die vonnisskuldeiser, na kennisgewing aan die beslagskuldenaar, aansoek doen om 'n bevel dat 'n lasbrief vir eksekusie teen die beslagskuldenaar uitgereik word. Die bepalings van subreels (10) en (11) van reël 43 is *mutatis mutandis* van toepassing op so'n aansoek.

(5) Nadat die hof die partye gehoor het kan hy—

- (i) die aansoek afwyf;
- (ii) beveel dat 'n lasbrief vir eksekusie teen die beslagskuldenaar uitgereik word ten opsigte van enige bedrae wat deur hom betaalbaar en ontbetaald is en van enige koste wat hy beveel is om te betaal;
- (iii) beveel dat die koste van die aansoek deur die een of ander party betaal word;
- (iv) die aansoek ooreenkomsdig subartikel (7) van artikel *twee-en-seentig* van die Wet uitstel;
- (v) so'n ander bevel gee as wat billik mag wees.

#### ADMINISTRASIE-ORDERS.

45. (1) Indien die administrateur 'n staatsbeampte is, kom die besoldiging, waarna in subartikel (11) van artikel *vier-en-seentig* van die Wet verwys word, die Staat toe.

(2) Alle verrigtinge ingevolge genoemde artikel moet in kamers geskied.

(3) Stappe vir die opskorting, wysiging of tenietdoening van 'n administrasie-order kan op aansoek deur enige belanghebbende party gedoen word.

#### HERSTENING VAN VONNISSE EN BEVELE.

46. (1) 'n Party in 'n aksie waarin vonnis by verstrekk gevel is, kan binne 'n maand nadat die party teen wie dit gevel is die vonnis te wete gekom het by die hof aansoek doen om die tenietdoening of wysiging daarvan.

(2) So'n aansoek geskied by wyse van 'n beëdigde verklaring waarin die redes vir nie-verskyning van die applikant en die gronde van verweer teen die aksie of proses in die loop waarvan die vonnis gevel is, of van beswaar teen die vonnis, kortlik uiteengeset word.

(3) Behalwe waar verlof verleen is om as 'n *pro deo* gedingvoerende party kragtens reël 7 te verdedig, word sodanige aansoek nie vir verhoor op die rol geplaas nie alvorens die applikant, in afwagting van die bevele van die hof, die koste waartoe hy deur die vonnis veroordeel is, asook die bedrag van £2 se sekerheidstelling vir die koste van die aansoek, geregtelik inbetaal het: met dien verstande dat die vonnisskuldeiser, deur skriftelike toestemming by die klerk van diehof ingedien, van hierdie vereiste kan afsien.

(4) Tensy die applikant teenbewys lewer, word vermoed dat hy kennis gedra het van genoemde vonnis binne 2 dae na die datum daarvan.

(5) Tensy bewys word dat die applikant opsetlik in gebreke gebly het en mits gegrondede rede aangevoer word, kan die hof by die verhoor van so'n aansoek die betrokke vonnis te niet doen of wysig en sodanige bevele gee en uitstel verleen as wat nodig mag wees in verband met die verdere behandeling van die aksie of aansoek.

(6) Die hof kan ook sodanige bevel gee in verband met geld wat die applikant geregtelik inbetaal het as wat billik mag wees.

(7) Indien die aansoek afgewys word, word die vonnis by verstrekk 'n eindvonnis.

(8) Hierdie reël is *mutatis mutandis* van toepassing op alle verrigtinge vir die tenietdoening of wysiging van 'n vonnis deur die hof by die uitoefening van die regshoogdheid verleen by artikel *ses-en-dertig* van die Wet.

(9) Wanneer tenietdoening of wysiging van 'n vonnis op grond van ongeldigheid, bedrog of dwaling verlang word, kan aansoek daarom gedoen word hoogstens een jaar nadat die applikant vir die eerste keer die ongeldigheid of bedrog of dwaling te wete gekom het.

(10) 'n Vonnis van die hof kan op aansoek van iemand wat daardeur geraak word en nie 'n party in die aksie of saak was nie, gedoen binne 'n maand nadat hy die vonnis te wete gekom het, aldus deur die hof tenietgedoen of gewysig word alleen vir sover voornoemde applikant daardeur geraak word.

(11) Die bepalings van subreels (1) tot (7) is *mutatis mutandis* op so'n aansoek van toepassing.

#### APPÈL IN SIVIELE SAKE.

47. (1) Op die skriftelike versoek van 'n party binne 4 dae na die vonnis en voordat appèl aangeteken word, en teen betaling deur so'n party van 'n bedrag van £1, moet die regterlike amptenaar binne 10 dae by die klerk van die hof 'n skriftelike vonnis inlewer waarin angegee word:—

- (i) die feite wat hy bevind het bewys te wees; en
- (ii) sy redes vir die vonnis.

(2) So'n skriftelike vonnis maak deel uit van die stukke in die saak.

(3) 'n Appèl kan aangeteken word binne 21 dae na die datum van die vonnis waarteen geappelleer word of binne 14 dae nadat die regterlike amptenaar ooreenkomsdig subreel (1) 'n skriftelike vonnis by die klerk van die hof ingelewer het, watter tydperk ook al die langste is.

(4) 'n Appèl word aangeteken deur inlewing van 'n kennisgewing, en tensy die hof van appèl anders gelas, deur sekerheidstelling vir die appèlkoste van die respondent ten bedrag van £20: met dien verstande dat geen sekerheid van die Staat vereis word nie.

(5) 'n Teenappèl word aangeteken deur inlewing van 'n kennisgewing binne 8 dae nadat kennisgewing van appèl ingelewer is.

(6) A notice of appeal or of cross-appeal shall state—

(i) whether the whole or part only of the judgment or order is appealed against and if part only then what part; and

(ii) the ground of appeal, specifying the findings of fact or rulings of law appealed against.

(7) The noting of an appeal or cross-appeal and the date thereof shall be recorded in the "remarks" column of the civil judgment book.

(8) (a) Upon the delivery of a notice of appeal the judicial officer shall within seven days deliver to the clerk of the court a statement in writing showing (so far as may be necessary having regard to any written judgment already delivered by him)—

(i) the facts he found to be proved;

(ii) the grounds upon which he arrived at any finding of fact specified in the notice of appeal as appealed against; and

(iii) his reasons for any ruling of law or for the admission or rejection of any evidence so specified as appealed against.

(b) Such statement shall become part of the record.

(c) The provisions of this rule shall also, so far as may be necessary, apply to a cross-appeal.

(9) The party noting appeal or cross-appeal shall prosecute the same within such time as may be prescribed by rule of the court of appeal and, in default of such prosecution, the appeal or cross-appeal shall be deemed to have lapsed, unless the court of appeal shall see fit to make an order to the contrary.

(10) The clerk of the court shall, within seven days after he receives notice that an appeal has been set down for hearing, transmit to the registrar of the court of appeal the record in the action duly certified.

(11) (a) A respondent desiring to abandon the whole or any part of a judgment appealed against may do so by the delivery of a notice in writing stating whether he abandons the whole or if part only what part of such judgment.

(b) Every such notice of abandonment and the dates thereof shall be duly recorded in the "remarks" column of the civil judgment book and shall become part of the record.

(12) Where the parties agree, under section eighty-two of the Act, that the decision of the court shall be final, either party may lodge the memorandum of such agreement with the clerk of the court, and such memorandum shall thereupon become part of the record in the action or matter and shall be recorded in the "remarks" column of the civil judgment book.

(13) Whenever any judgment is affirmed, reversed or varied on appeal or review, that fact and the date of the decision shall be recorded in the "remarks" column of the civil judgment book.

#### ASSESSORS.

48. (1) The court may from time to time frame a list of persons who, having regard to the nature of the business of the court and to their ability and reputation, appear to be qualified to act as assessors under section thirty-four of the Act and who are willing so to act upon reasonable notice and upon payment of the fees prescribed in Table C of the second annexure.

(2) Every person for the time being named in such list shall be an assessor for the purposes of this rule and shall continue to be an assessor until a new list has been framed or until he gives to the clerk of the court his resignation in writing. Upon receipt of such resignation the clerk of the court shall remove the name of such assessor from the list; provided that an assessor summoned to act as such in any action may not without the leave of the court resign during the trial of the action.

(3) Nothing in this rule shall prevent the court from summoning, with the consent of all parties to the action, persons not on the list to act as assessors in any special action.

(4) The number and names of the assessors to sit in any case shall be decided by consent of the parties or, where they are unable to agree, by the court; provided that not more than two assessors shall sit in any case.

(5) A party who desires the trial to take place with assessors shall deliver notice of application for assessors, if he be the plaintiff with the notice of trial and if he be the defendant not more than three days after receiving notice of trial. Such notice shall contain either a consent by the other party or a notice setting down the application for hearing.

(6) The party shall, at the time of delivering the notice of application, deposit with the clerk of the court the sum of three guineas for each assessor applied for and shall be liable for any further sum becoming due to the assessors for fees. The fees and expenses of the assessors shall, unless otherwise ordered by the court, be costs in the action.

(7) If the application be consented to or granted, the clerk of the court shall summon the assessors named in the consent or selected by the court by serving a summons upon each of

(6) 'n Kennisgewing van appèl of van teenappèl moet vermeld—

(i) of teen die hele vennis of bevel of slegs teen 'n gedeelte daarvan geappelleer word en, as laasgenoende die geval is, teen watter gedeelte; en

(ii) die gronde van appèl, met aangifte van die bevindings aangaande feite of die beslissings oor regsvrae waarteen geappelleer word.

(7) Die aantekening van 'n appèl of teenappèl en die datum daarvan moet ingeskryf word in die kolom onder die hoof „Opmerkings“ in die Siviele Vonnisboek.

(8) (a) As 'n kennisgewing van appèl ingelewer is, moet die regterlike amptenaar binne 7 dae by die klerk van die hof 'n skriftelike verklaring inlewer waarin (vir sover dit, 'n skriftelik vennis alreeds deur hom ingelewer, in ag genome, nodig mag wees) aangegee word—

(i) die feite wat hy bevind het bewys te wees;

(ii) die gronde waarop hy tot 'n bevinding gekom het aangaande feite, waarteen, blykens aangifte in die kennisgewing van appèl, geappelleer word; en

(iii) sy redes vir enige beslissing oor 'n regsvraag of vir die toelating of verwering van getuenis waarteen, blykens sodanige aangifte, geappelleer word.

(b) So'n verklaring maak deel uit van die stukke in die saak.

(c) Die bepalings van hierdie reël is, sover nodig, ook van toepassing op 'n teenappèl.

(9) Die party wat appèl of teenappèl aanteken, moet voortgaan met die appèl binne die termyn deur die reëls van die hof van appèl voorgeskryf en as hy versuim om dit te doen, word die appèl of teenappèl, tensy die hof van appèl dit goedvind om anders te beveel, geag te verval het.

(10) Die klerk van die hof moet binne 7 dae nadat hy kennis ontvang het dat 'n appèl vir verhoor op die rol geplaas is, die stukke in die saak, behoorlik gewaarmerk, aan die griffrer van die hof van appèl deersteur.

(11) (a) 'n Respondent wat afstand wil doen van die hele vennis waarteen geappelleer is of van 'n gedeelte daarvan, kan dit doen deur inlevering van 'n skriftelike kennisgewing waarin vermeld word of hy afstand doen van die hele vennis of, indien slegs van 'n gedeelte daarvan, van watter gedeelte.

(b) Al sulke kennisgewings van afstanddoening met die datums daarvan, moet behoorlik ingeskryf word in die kolom onder die hoof „Opmerkings“ in die Siviele Vonnisboek, en maak deel uit van die stukke in die saak.

(12) Waar die partye kragtens artikel *twee-en-tachtig* van die Wet ooreengekomm het dat die beslissing van die hof 'n eindbeslissing sal wees kan enigeen van die partye die memorandum van so'n ooreenkoms by die klerk van die hof indien; en daardie memorandum maak deel uit van die stukke in die aksie of saak en word ingeskryf in die kolom onder die hoof „Opmerkings“ in die Siviele Vonnisboek.

(13) Wanneer 'n vennis by appèl of hersiening, bekrug ter syde gestel of gewysig word, moet daardie feit en die datum van die beslissing in die kolom onder die hoof „Opmerkings“ in die Siviele Vonnisboek aangeteken word.

#### ASSESSORE.

48. (1) Die hof kan van tyd tot tyd 'n lys opstel van persone wat, met inagneming van die aard van die werkzaamhede van die hof en hul geskiktheid uit hoofde van bekwaamheid en reputasie, blyk bevoeg te wees om kragtens artikel *vier-en-dertig* van die Wet as assessor op te tree en wat gevillig is om met redelike kennisgewing en teen betaling van die geldo wat in Tabel C van die tweede aanhangsel voorgeskryf is, aldus op te tree.

(2) Iedereen wat asdan in so'n lys genoem word, is 'n assessor vir doeleindes van hierdie reël en blyk 'n assessor totdat 'n nuwe lys opgestel is of totdat hy by die klerk van die hof sy skriftelike bedanking indien. Na ontvangs van so'n bedanking moet die klerk van die hof die naam van so'n assessor van die lys skrap; met dien verstande dat 'n assessor wat opgeroep is om as sulks in 'n aksie op te tree, nie sonder verlof van die hof gedurende die verhoor van die aksie kan bedank nie.

(3) Die bepalings van hierdie reël belet nie die hof om met toestemming van al die partye in die aksie persone wat nie op die lys verskyn nie op te roep om as assessor in 'n spesiale aksie op te tree nie.

(4) Die getal en name van die assessore wat in 'n saak moet sit, word deur toestemming van die partye bepaal of, as hulle nie kan ooreenkomm nie, deur die hof: met dien verstande dat hoogstens twee assessore in enige saak mag sit.

(5) 'n Party wat verlang dat 'n verhoor met assessor moet plaasvind, moet, as hy die eiser is, 'n kennisgewing van aansoek om assessor gelyktydig met die kennisgewing van verhoor inlewer, en as hy die verweerde is, nie later as 3 dae nadat hy die kennisgewing van verhoor ontvang het nie. So'n kennisgewing moet of die toestemming van die ander party bevat of 'n kennisgewing waardeur die aansoek vir verhoor op die rol geplaas word.

(6) Wanneer die party die kennisgewing van aansoek inlewer, moet hy die bedrag van drie ghienies vir elke assessor waarom aansoek gedaan word by die klerk van die hof stort en is hy aanspreeklik vir enige verdere bedrag wat aan die assessor by wyse van geld en verskuldig word. Tensy die hof anders gelas is die geld en onkoste van die assessor koste in die aksie.

(7) Indien toegestem word in die aansoek of as dit toegestaan word, moet die klerk van die hof die assessor in die toestemming genoem of deur die hof uitgekies oproep deur op elkeen van hulle 'n dagvaarding te dien op enige van die

them in any manner provided for the service of a summons commencing an action.

(8) If at the time and place appointed for the trial either of the assessors summoned does not attend, the court may either proceed to try the action with the assistance of the assessor, if any, who is in attendance or without assistance, if none attended, or may adjourn the trial.

(9) Where a trial is postponed or adjourned, the party applying for assessors shall, forthwith after the order for postponement or adjournment, pay to the clerk of the court [in addition to the deposit mentioned in sub-rule (6)] the fees due up to the hour of postponement or adjournment to such assessors as have attended.

(10) Where such payment is not made the court may stay the action until it be made or may continue the trial without the assistance of assessors or may make such order as may be just.

(11) Every assessor acting in a case shall be entitled to the fees set out in Table C of the second annexure.

#### COSTS.

49. (1) The court in giving judgment or in making any order, including therein adjournment and amendment, may award such costs as may be just.

(2) The costs of any application or order or issue raised by the pleadings may be awarded by the court irrespective of the judgment in the action, or may be made costs in the action, or may be reserved to be dealt with on the conclusion of the action; but if no order is made, such costs shall be costs in the action.

(3) Unless the court shall for good cause otherwise order, costs of interim orders shall not be taxed until the conclusion of the action, and a party may present only one bill for taxation up to and including the judgment or other conclusion of the action.

(4) Where a judgment or order for costs is made against two or more persons it shall, unless the contrary is stated, have effect against such persons severally as well as jointly.

(5) The scale of fees to be taken by attorneys as between party and party shall be that set out in Table A of the second annexure in addition to necessary expenses: Provided that until the date which the Governor-General may declare to be the date on which the Union ceased to be at war or earlier alteration of this sub-rule by the Rules Board, such fees shall be increased by 15 per centum.

(6) Such fees shall (save as to appearance in open court without counsel) be allowable whether the work has been done by the attorney or by his clerk but shall, except in the case of the fee mentioned in section 3 (6) of Table A of the second annexure, be allowable only in so far as the work to which they have been allocated has in fact and necessarily been done.

(7) The court may on request made at or immediately after the giving of judgment in any contested action or proceeding in which—

(i) is involved any difficult question of law or of fact; or  
(ii) the plaintiff makes two or more claims which are not alternative claims; or

(iii) the claim or defence is frivolous or vexatious, award costs on any scale higher than that on which the costs of the action would otherwise be taxable.

(8) Where an action is defended and it is impossible for a party to obtain the services of a local attorney, he may employ the nearest available or some other attorney and upon proof thereon the court may, if costs are awarded to him, order that such costs shall include the reasonable travelling expenses of such attorney and also a special allowance not exceeding five pounds for each day's absence from such attorney's usual place of business: Provided that if the attorney employed be not the nearest available attorney, the travelling expenses and special allowance so allowed shall not exceed the expenses and allowance which would have been allowed if the nearest available attorney had been employed.

(9) Where the court is of opinion that at the hearing the party to whom costs are awarded has occupied time unnecessarily or in relation to matters not relevant to the issue, the court may disallow a proportionate part of the hearing fee payable to his attorney or counsel.

(10) The court may in its discretion order that the whole of the costs of an action (including the costs of any claim in reconvention) be paid by the parties in such proportions as it may direct.

(11) Where the court is of opinion that expense has been unnecessarily incurred because of the successful party's failure to take a course which would have shortened the proceedings and decreased the costs it shall award only such costs as would have been incurred if the successful party had taken such course.

(12) Where costs in convention and reconvention are awarded to different parties, the clerk of the court shall on taxation, subject to any order which has been made by the court, award as costs in convention all such costs as would in his judgment have been incurred if no claim in reconvention had been made and as costs in reconvention all other costs allowed.

(13) The costs of issuing any warrant of execution or arrest shall, where they are payable by the party against whom

maniere wat bepaal is vir die diening van 'n dagvaarding waardeur 'n aksie begin word.

(8) As die een of die ander van die assessor wat opgeroep is hom nie op die tyd en plek wat vir die verhoor bepaal is aanmeld nie, kan die hof of oorgaan tot verhoor van die aksie met behulp van die assessor wat hom aangemeld het (as daar een is) of sonder die hulp van assessor as geeneen hom aangemeld het nie, óf die verhoor verdaag.

(9) Indien die verhoor uitgestel of verdaag word, moet die party wat om assessor aansoek gedoen het, onverwyd na die bevel vir uitsel of verdaging, benewens die bedrag vermeld in subrel (6), die gelde wat tot op die uur van uitsel of verdaging verskuldig is aan die assessor wat hulle aangemeld het, hy die klerk van die hof ubetaal.

(10) Indien sodanige betaling nie gedoen word nie, kan die hof die aksie opskort totdat betaling gedoen is of die verhoor sonder die hulp van assessor voortsit of sodanige ander bevel gee as wat billik mag wees.

(11) Elke assessor wat in 'n saak optree, is geregtig tot die gelde wat in Tabel C van die tweede aanhangsel aangegee is.

#### KOSTE.

49. (1) Wanneer die hof vennis vel of 'n bevel gee, met inbegrip van verdaging en wysiging, kan hy koste toeweys volgens hy billik vind.

(2) Die koste ten opsigte van 'n aansoek of 'n bevel, of geskilpunt wat uit die pleitskrifte ontstaan, kan deur die hof toegewys word sonder om rekening te hou met die vennis in die aksie of kan tot koste van die aksie verklaar word, of kan voorbehou word vir behandeling na afloop van die aksie, maar as geen bevel gegee word nie, is sulke koste koste van die aksie.

(3) Tensy die hof om 'n gegronde rede anders beveel, word koste in sake tussentydse bevele nie voor afloop van die aksie getakeer nie en 'n party kan slegs een kosterekening vir taksasie voorlê tot en met die vennis of ander eindpunt van die aksie.

(4) Wanneer 'n vennis of bevel vir koste teen twee of meer persone geveld of gegee word, geld dit, tensy die teendeel vermeld word, teen daardie persone 'fsonderlik sowel as gesamentlik.

(5) Die tarief in Tabel A van die tweede aanhangsel van hierdie reëls is die tarief van gelde wat prokureurs, benewens noodsaklike uitgawes, tussen party en party kan bereken: met dien verstande dat tot op die datum wat die Goewerneur-generaal mag verklaar as die datum waarop die Unie nie meer oorlogvoerend is nie of vroeër verandering van hierdie subrel deur die Reëlsraad, sulke gelde met 15 persent verneerde word.

(6) Behalwe wat betrek verskyning in die ope hof sonder advokaat is voornoemde gelde gedorloof onverskillig of die werk deur die prokureur of deur sy klerk verrig is, maar is, behalwe in die geval van gelde vermeld in artikel 3 (6) van Tabel A van die tweede aanhangsel alleen gedorloof vir soever die werk waarvoor hulle in rekening gebring word werklik en noodsaklike wry verrig is.

(7) Die hof kan op 'n versoek gedoen by of onmiddellik na vennis in 'n bestredre aksie of proses waarin—

(i) dit gaan oor 'n moeilike regspunt of 'n feitlike vraag; of

(ii) die eiser twee of meer eise instel wat nie alternatief is nie; of

(iii) die eis of verweer beuselagtig of ergerdig is;

koste toeken volgens 'n hoér tarief as dié waarvolgens die koste van die aksie anders takseerbaar sou wees.

(8) Wanneer 'n aksie bestry word en dit onnoontlik is vir 'n party om die dienste van 'n plaaslike prokureur te verkry, kan hy die naaste beskikbare of 'n ander prokureur aanstel en by bewys daarvan kan die hof, as koste aan hom toegeken word, gelas dat die redelike reiskoste van so'n prokureur by sodanige koste ingesluit word, asook 'n spesiale toelae van hoogstens £5 vir elke dag wat so'n prokureur van sy gewone besighedsplek afwesig is; met dien verstande dat as die prokureur wat aangestel is nie die naaste beskikbare prokureur is nie, die aldus toegegewese reiskoste en spesiale toelae nie die onkoste en toelae wat toegegewys gewees het as die naaste prokureur aangestel was, moet oorskry nie.

(9) Indien die hof van oordeel is dat die party aan wie koste toegeken word tydens die verhoor onnodig of ten aansien van nie-tersaaklike aangeleenthede tyd in beslag geneem het, kan die hof hom 'n eweredige gedeelte ontsê van die gelde wat vir die verhoor aan sy prokureur of advokaat betaalbaar was.

(10) Die hof kan na goeddunke beveel dat die totale koste van 'n aksie (met inbegrip van die koste van 'n eis in rekonvensie) deur dié partye betaal word in die verhoudings wat die hof voorskryf.

(11) Wanneer die hof van oordeel is dat onkoste onnodig aangegaan is vanweé die suksesvolle party se versuim om 'n gedragstlyn te volg wat die verrigtinge sou verkort het en die koste sou verminder het, ken hy slegs sodanige koste toegeweest wat aangegaan sou gewees het indien die suksesvolle party so'n gedragstlyn gevolg het.

(12) Waar koste in konvensie en in rekonvensie aan verskilende partye toegeken word, moet die klerk van die hof by taksasie, met inagneming van enige bevel wat die hof gegee het, al die koste wat volgens sy oordeel aangegaan sou gewees het indien geen eis in rekonvensie ingestel was nie as koste in konvensie toeken en alle ander koste wat toegegewys is as koste in rekonvensie.

(13) Die uitrekingskoste van 'n lasbrief vir eksekusie of arres word, as dit betaalbaar is deur die party teen wie die

the warrant is issued, be assessed by the clerk of the court without notice and inserted in the warrant.

(14) Witness fees and expenses shall be allowed in respect of the attendance of a party to an action or proceeding only if such party has been declared by the court to be a necessary witness.

(15) Where costs or expenses are awarded to any party by the court, otherwise than by a judgment in default of the defendant's appearance to defend or on the defendant's consent to judgment before the time for such appearance has expired, the party to whom such costs or expenses have been awarded shall deliver a bill of such costs or expenses and give at least four hours' notice of taxation for an hour to be fixed (generally or specially) by the clerk of the court; and he may include in such bill all such payments as have been necessarily and properly made by him.

(16) The clerk of the court shall thereupon tax and allow the costs and expenses so awarded; Provided that witness fees shall not be allowed in taxation unless properly vouched for.

(17) Where more than one-fourth of the bill (excluding expenses) is taxed off, the party presenting the bill shall not be allowed any costs of taxation.

(18) Where a bill of costs as between attorney and client is required to be taxed, taxation shall take place on at least two days' notice thereof to the attorney or client, whether an action therefor is pending or not; Provided that, notwithstanding anything in sub-rule (3) a bill of costs as between attorney and client may be taxed at any time after determination of the mandate.

(19) Where liability for costs is determined without judgment of the court by the provisions of sub-rule 19 (5) or by a settlement recorded in terms of sub-rule 29 (8) such costs shall be taxable by the clerk of the court as if they had been awarded by the court.

#### FEES OF THE MESSENGER AND OF THE CLERK OF THE COURT.

50. (1) The fees and charges to be taken by the messenger of the court shall be those prescribed by Table B of the second annexure: Provided that until the date which the Governor-General may declare to be the date on which the Union ceased to be at war, or earlier alteration of this sub-rule by the Rules Board, such fees and charges shall be increased by 15 per centum.

(2) Every account of fees or charges furnished by the messenger shall contain the following note:—

" You may require this account to be taxed and vouched before payment."

(3) (a) Any party having an interest may by notice in writing require the fees, charges or expenses claimed by or paid to the messenger to be taxed by the clerk of the court, and may attend on such taxation.

(b) Upon such taxation the messenger shall vouch to the satisfaction of the clerk of the court all expenses claimed by him.

(c) Where the messenger's fees or charges are taxed and passed in full the messenger shall be allowed an additional fee of 5s. for attending the taxation.

(4) The fees to be taken by the clerk of the court shall be those prescribed by Table D of the second annexure.

#### REVIEW OF TAXATION.

51. (1) Any party having an interest may, within one week after he has knowledge thereof, bring before the court for review:—

(a) The costs and expenses claimed in any undefended action;

(b) the assessment by the clerk of the court of any costs and expenses;

(c) the taxation by such clerk of any costs awarded in any action or matter;

(d) the taxation by such clerk of any fees or charges of the messenger.

(2) Such review shall be on 24 hours' notice to the party entitled to receive or liable to pay such costs or expenses or to the messenger, as the case may be.

(3) Any party dissatisfied with the decision of the judicial officer as to any item or part of an item which was objected to before the clerk, may, after notice to the other party, within 48 hours of the decision require the judicial officer to state a case for the decision of a judge, which case shall embody all relevant findings of fact by the judicial officer: Provided that, save with the consent of such officer, no case shall be stated where the total of the amounts which he has disallowed or allowed as the case may be, and which the dissatisfied party seeks to have allowed or disallowed respectively, is less than £2.

(4) Either party may within a further 7 days submit contentions in writing to the judicial officer.

(5) The judicial officer shall lay the case forthwith, but not later than 10 days after receipt of such contentions together with the contentions submitted and his own report before a judge of the court of appeal, who may then decide the matter upon the case and contentions so submitted, together with any further information which he may require from the judicial officer; or he may decide it after hearing, if he deems fit, the parties or their counsel or attorneys in chambers; or he may refer the case for decision to the court of appeal.

lasbrief uitgereik is, sonder kennisgewing deur die klerk van die hof vasgestel en op die lasbrief aangeteken.

(14) Getuiegelde en -koste ten opsigte van 'n party in 'n aksie of proses se opwagting by die hof word alleen toegestaan as die hof daardie party tot 'n noodsaklike getuie verkaar het.

(15) Wanneer die hof koste of uitgawes aan 'n party toeken op 'n ander wyse as deur 'n vonnis by versteek as gevolg van die verweerde se versuim om vir verdediging te verskyn of deur toestemming van die verweerde tot vonnis voordat die termyn vir verskyning verstryk het, moet die party aan wie die koste of uitgawes toegeken word 'n rekening van die koste of uitgawes inlewer en minstens 4 uur kennis gee van taksasie op 'n uur wat (in die algemeen of in die besonder) deur die klerk van die hof bepaal moet word; en hy kan alle betalings wat noodsaklikerwys en behoorlik deur hom gedoen is in die rekening opneem.

(16) Die klerk van die hof moet vervolgens die aldus toegekende koste en uitgawes takseer en toestaan: met dien verstande dat getuigelde nie by taksasie toegestaan word nie tensy hulle behoorlik gestaaf is.

(17) Indien meer as 'n kwart van die rekening (met uitsluiting van uitgawes) afgetakseer word, word aan die party wat die rekening voorle geen taksasiekoste toegestaan nie.

(18) Indien 'n kosterekening tussen prokureur en kliënt getakseer moet word, vind taksasie plaas met minstens twee dae kennisgewing daarvan aan die prokureur of aan die kliënt, onverskillig of 'n aksie ten opsigte daarvan hangende is of nie; met dien verstande dat ondanks andersluidende bepalings van subrèl (3) 'n kosterekening tussen prokureur en kliënt te eniger tyd na beëindiging van die opdrag getakseer kan word.

(19) Indien aanspreeklikheid vir koste sonder vonnis van die hof vasgestel word deur die bepalings van subrèl 19 (5) of deur 'n skikking ooreenkomsdig subrèl 29 (8) aangeteken, is daardie koste deur die klerk van die hof takseerbaar asof hulle deur die hof toegeken was.

#### BODELONE EN GELDE VAN DIE KLERK VAN DIE HOF.

50. (1) Die lone en onkoste wat die geregsbode kan bereken is dié wat in Tabel B van die tweede aanhangsel voorgeskryf is: met dien verstande dat tot op die datum wat die Gouverneur-generaal mag verstaan as die datum waarop die Unie nie meer oorlogvoerend is nie, of vroeër verandering van hierdie subrèl deur die Reëlsraad, sulke gelde en onkoste met 15 persent vermeerder word.

(2) Elke rekening wat die bode ten opsigte van lone en onkoste verstrekk, moet onderstaande kennisgewing bevat:—

,, U kan eis dat hierdie rekening voor vereffening getakseer en gestaaf word.”

(3) (a) 'n Belanghebbende party kan by skriftelike kennisgewing eis dat die lone, onkoste of uitgawes wat deur die bode gevorder of aan hom betaal is, deur die klerk van die hof getakseer word en kan die taksasie bywoon.

(b) Die bode moet by so'n taksasie alle uitgawes deur hom geëis staaf met bewyse wat die klerk van die hof oortuigend vind.

(c) As die volle bedrag van die bodelone en -koste by taksasie goedgekeur word, word aan die bode 'n addisionele bedrag van 5s. vir die bywonung van die taksasie toegestaan.

(4) Die gelde wat die klerk van die hof kan bereken is dié wat in Tabel D van die tweede aanhangsel voorgeskryf is.

#### HERSIENING VAN TAKSASIE.

51. (1) 'n Belanghebbende party kan binne 'n week nadat dit tot sy kennis gekom het die volgende aan die hof vir hersiening voorle:—

(a) Die koste en uitgawes in 'n onbestrede aksie geëis.  
(b) Die klerk van die hof se vasstelling van enige koste en uitgawes.

(c) Sy taksasie van koste toegeken in enige aksie of saak.

(d) Sy taksasie van bodelone of -koste.

(2) So'n hersiening geskied met 24 uur kennisgewing aan die party wat geregty is om gemelde koste of uitgawes te ontvang of wat aanspreeklik is vir die betaling daarvan, of aan die bode, al na die geval.

(3) 'n Party wat met die beslissing van die regterlike amptenaar ontevrede is wat betref 'n besondere item of gedeelte van die item waarteen voor die klerk beswaar gemaak is, kan, nadat hy aan die ander party kennis gegee het, binne 48 uur na die beslissing, van die regterlike amptenaar verlang dat hy 'n casus-posisie vir die beslissing van 'n regter opstel en in so'n casus-posisie moet al die tersaakklike feitlike bevindings van die regterlike amptenaar beliggaam wees: met dien verstande dat behalwe met die toestemming van so'n amptenaar geen casus-posisie opgestel word nie wanneer die bedrae wat hy, na gelang van die geval, afgekeur of toegestaan het en wat die ontevrede party onderskeidelik toegestaan of afgekeur wil hê, in geheel minder as £2 bedra.

(4) Enigeen van die twee partiee kan binne 'n verdere 7 dae skriftelike bewerings aan die regterlike amptenaar voorle:—

(5) Die regterlike amptenaar moet die saak ouverwyld, dog nie later as 10 dae na ontvangst van sulke bewerings tesame met die bewerings wat voorgelê is en sy eie verslag aan 'n regter van die hof van appèl voorle wat dan die saak volgens die gestelde casus-posisie en aldus voorgelegde bewerings kan beslis, tesame met enige verdere inligting wat hy van die regterlike amptenaar mag verlang; of hy kan dit beslis nadat hy, indien hy dit goed dink, die partiee of hul advokate of hul prokureurs in kamers gehoor het; of hy kan die saak na die hof van appèl vir beslissing verwys.

(6) The judge or the court so deciding may make such order as he or it deems fit, including an order that the unsuccessful party shall pay to the opposing party a sum fixed by the judge or the court as costs.

#### APPEALS TO MAGISTRATES' COURTS.

52. (1) Where an appeal lies to a magistrate's court it may be noted by delivery of notice within seven days after the date of the judgment appealed against.

(2) The notice of appeal shall set out concisely and distinctly the grounds of appeal.

(3) The party noting the appeal shall prosecute the same within twenty-one days after the noting of the appeal.

(4) The hearing of the appeal shall be subject to the delivery by the appellant of notice of set down for a day approved by the clerk of the court.

(5) Such notice shall be delivered at least seven days before the day of hearing.

(6) At any time after delivery of notice of appeal and not later than delivery of notice of set down the appellant shall so far as he is able cause to be filed with the clerk of the court the record (if any), or a duly certified copy thereof, of the proceedings which resulted in the judgment, order or decision appealed against.

(7) Subject to the provisions of any other law regulating procedure of the court on such appeals, the court may if it think fit grant leave to either party to adduce oral evidence at the hearing of the appeal or may in its discretion proceed by way of rehearing either in whole or in part.

(8) The court may in its discretion award to either party the costs incurred in the appeal. Such costs shall be taxed on such scale of costs prescribed for actions in the court as the court may direct.

#### GENERAL.

##### NON-COMPLIANCE WITH RULES, INCLUDING TIME LIMITS AND ERRORS.

53. (1) Except as is otherwise provided in these rules, failure to comply with these rules or with any request made in pursuance thereof shall not be ground for the entry of judgment against the party in default.

(2) Where any provision of these rules or any request made in pursuance of any such provision has not been fully complied with the court may on application order compliance therewith within a stated time.

(3) Where any order so made is not fully complied with within the time so stated, the court may on application forthwith enter judgment in the action against the party so in default or may adjourn the application and grant an extension of time for compliance with the order on such terms as to costs and otherwise as may be just.

(4) The court may on either such application order such stay of proceedings as may be necessary.

(5) Any time limit prescribed by these rules [except the period prescribed in sub-rules (3) and (5) of rule 47 for the noting of appeal or of cross-appeal] may at any time whether before or after the expiry of the period limited be extended:

(i) by the written consent of the opposite party; and

(ii) if such consent is refused, then by the court on application and on such terms as to costs and otherwise as may be just.

(6) Where there has been short service without leave, the court may, instead of dismissing the application, adjourn it until (at earliest) the expiration of the period required for full service; and thereupon any objection to short service shall lapse.

(7) No process or notice shall be invalid by reason of any obvious error in spelling or in figures or of date.

(8) If any party has in fact been misled by any such error in any process or notice served upon him, the court may on application grant him such relief as may be just, and may for that purpose set aside the process or notice and rescind any default judgment given thereon.

##### ADJOURNMENT AND POSTPONEMENT.

54. (1) The trial of an action or the hearing of an application or matter may be adjourned or postponed by consent or by the court, either on application or of its own motion.

(2) Where such an adjournment or postponement is made sine die, either party may by delivery of notice of reinstatement set down the action, application or matter for further hearing on a day generally or specially fixed by the clerk of the court, not earlier than seven days after delivery of such notice.

(3) Any adjournment or postponement shall be on such terms as to costs and otherwise as the parties may agree to or as the court may order.

(6) Die regter of die hof wat aldus beslis kan sodanige bevel gee as wat hy goed dink, niet inbegrip van 'n bevel dat die onsuksesvolle party 'n bedrag wat die regter of die hof ten opsigte van koste vasstel aan die teenparty moet betaal.

##### APPÈL NA MAGISTRAATSHOWE.

52. (1) Appèl kan aangeteken word deur inlewing van 'n kennisgewing binne 7 dae na die datum van die vonnis waarteen geappelleer word.

(2) Die kennisgewing van appèl moet kort en duidelik die gronde van appèl uiteensit.

(3) Die party wat die appèl aangeteken, moet daar mee voortgaan binne 21 dae nadat die appèl aangeteken is.

(4) Vir die verhoor van 'n appèl is dit nodig dat die appellant 'n kennisgewing inlewer dat die appèl vir verhoor op 'n dag deur die klerk van die hof goedgekeur op die rol geplaas is.

(5) So'n kennisgewing moet minsteens 7 dae voor die dag van verhoor ingelewer word.

(6) Die appellant moet te eniger tyd na inlewing van die kennisgewing van appèl en nie later as die inlewing van die kennisgewing dat die saak op die rol geplaas is sover sulks in sy vermoë is die notule (as daar is) van die verrigtinge wat uitgeeloop het op die vonnis, bevel of beslissing waarteen geappelleer word of 'n behoorlik gewaarmerkte afskrif van sulke notule by die klerk van die hof laat indien.

(7) Met inagneming van die bepalings van enige ander wet wat die procedure van die hof van appèl reël, kan die hof, as hy dit goedvind, aan enigeen van die twee partye verlof verleen om by die verhoor van die appèl mondelinge getuenis aan te voer of kan na goeddunke die saak geheel of gedeeltelik ophuut verhoor.

(8) Die hof kan na goeddunke aan enigeen van die twee partye die koste wat by appèl aangegaan is, toeken. Sulke koste word getaksseer volgens sodanige hoër tarief van koste vir aksies in die hof voorgeskryf as wat die hof gelas.

##### ALGEMEEN.

##### NIE-VOLDOENING AAN REËLS, MET INBEGRIJP VAN TYDBEPERKINGS EN FOUTE.

53. (1) Behalwe waar anders in hierdie reëls bepaal word, lever nie-nakoming van hierdie reëls of van 'n versoek in gevolge daarvan gedoen geen grond op vir die aantekening van vonnis teen die party wat aan die versuim skuldig is nie.

(2) Wanneer 'n bepaling van hierdie reëls of 'n versoek wat volgens so'n bepaling gedoen is nie ten volle nagekom is nie, kan die hof op aansoek beveel dat binne 'n bepaalde termyn daaraan voldoen word.

(3) Indien aan 'n bevel wat aldus gegee is nie ten volle binne die bepaalde termyn voldoen word nie, kan die hof op aansoek onmiddellik vonnis in die aksie aanteken teen die party wat aan die versuim skuldig is of die aansoek uitstel en 'n verlenging van tyd toestaan om op sulke voorwaardes betreffende koste en andersins as wat billik mag wees aan die bevel te voldoen.

(4) Die hof kan op enigeen van sulke aansoek gelas dat die verrigtinge sodanig opgeskort word as wat nodig mag wees.

(5) 'n Termyn deur hierdie reëls voorgeskryf [behalwe die termyn voorgeskryf in subreëls (3) en (5) van reël 47 vir die aantekening van appèl of teenappèl] kan te eniger tyd voor of na verloop van die gestelde termyn verleng word—

(i) deur die skriftelike toestemming van die teenparty; en  
(ii) as sodanige toestemming geweier word, dan deur die hof op aansoek en op sulke voorwaardes betreffende koste of andersins as wat billik mag wees.

(6) Indien kort diening sonder verlof van die hof plaasgevind het, kan die hof in plaas van die aansoek af te wys, dit uitstel tot (op sy vroeeste) die verloop van die termyn wat vir volle diening nodig is; en daarop verval alle besware teen kort diening.

(7) Geen prosesstuk of kennisgewing is ongeldig ter oorsee van 'n klaarblyklike spelfout of fout betreffende syfers of datum nie.

(8) Indien 'n party werklik mislei is deur so'n fout in 'n prosesstuk of kennisgewing wat op hom gedien is, kan die hof hom op aansoek sodanige verligting toestaan as wat billik mag wees en kan vir dié doel die prosesstuk of kennisgewing ter syde stel en 'n vonnis by versteek wat ingevolge so'n prosesstuk of kennisgewing verleen is, tenietdoen.

##### VERDAGING EN UITSTEL.

54. (1) Die verhoor van 'n aksie, of die behandeling van 'n aansoek of saak kan deur toestemming of deur die hof, hetby op aansoek of uit eie beweging, verdaag of uitgestel word.

(2) Wanneer so'n verdaging of uitstel geskied, kan enigeen van die twee partye die aksie, aansoek of saak deur inlewing van 'n kennisgewing van herstel op die rol plaas vir verdere verhoor op 'n dag in die algemene of spesiale deur die klerk van die hof bepaal, maar nie vroeer as 7 dae na inlewing van genoemde kennisgewing nie.

(3) 'n Verdaging of uitstel geskied op sulke voorwaardes betreffende koste en andersins as wat die partye by ooreenkoms mag bepaal of die hof mag gelas.

NON-APPEARANCE OF A PARTY, WITHDRAWAL, ETC.

55. (1) If a plaintiff or applicant does not appear at the time appointed for the trial of the action or the hearing of the application, the action or application may be dismissed with costs.

(2) If a defendant or respondent does not so appear, a judgment against him (not exceeding the relief claimed) may be given with costs.

(3) The withdrawal or dismissal of an action or a decree of absolute from the instance shall not be a defence to any subsequent action; but if a subsequent action is brought for the same or substantially the same cause of action before payment of the costs awarded on such withdrawal, dismissal or decree of absolute, the court may on application, if it thinks fit and if the said costs have been taxed and payment thereof has been demanded, order a stay of such subsequent action until such costs shall be paid and that the plaintiff shall pay the costs of such application to stay proceedings.

RECORD, ENTRY, ETC., AS EVIDENCE IN CIVIL MATTERS.

56. (1) Where it is necessary to give in evidence in the court any record, entry or document of the same court in another action, the clerk of the court shall, on reasonable notice, produce and show the original thereof, and the cost of copies shall not be allowed.

(2) Where it is necessary to give in evidence in another court any such record, entry or document, a copy thereof certified by the clerk of the court may be given in evidence without production of the original.

INTERVENTION OF THIRD PARTY IN ACTION.

57. (1) The court may, on application by a person desiring to intervene in an action and having an interest therein, grant leave to such party to intervene on such terms as may be just.

(2) The court may, on application by any party to an action, order that another person shall be added either as a plaintiff or as a defendant on such terms as may be just.

SECURITY FOR COSTS BY PLAINTIFF.

58. (1) Where a plaintiff:—

- (a) is not resident within the Union;
- (b) is an unrepresented insolvent;
- (c) is a registered or incorporated company; or
- (d) has no substantial interest in the cause of action; the defendant may (unless the plaintiff has obtained leave to sue as a pauper) after service of the summons and before the close of the pleadings require him to give security for the costs of the action (not including the principal or costs of any claim in reconvention made by the defendant):

Provided that if the fact relied upon first came to the knowledge of the defendant after the close of pleadings, the defendant may within two days after such fact has come to his knowledge, require that such security be given.

(2) If such request is not complied with within 48 hours, the court may on application either stay the proceedings until such request is complied with or dismiss the action.

(3) In this rule 'plaintiff' shall not include a plaintiff in reconvention nor shall 'action' include a claim in reconvention.

DELAY IN PROSECUTION OF ACTION.

59. If summons in an action be not served within twelve months of the date of its issue or, having been served, the plaintiff has not within that time taken further steps in the prosecution of the action, the summons shall lapse, provided that where the plaintiff or his attorney files an affidavit with the clerk of the court before the expiration of such period setting out:—

(a) that at the request of the debtor an extension of time in which to pay the debt claimed or any portion thereof has been granted to him;

(b) that in terms of the agreement judgment cannot, save in case of default, be sought within a period of twelve months from the issue of the summons;

(c) the period of the said extension; the summons shall not lapse until twelve months after the expiration of the period of extension.

RECOVERY OF SMALL DEBTS.

60. (1) These rules shall mutatis mutandis apply to proceedings under Chapter VIII of the Act, subject to the provisions of this rule.

(2) The summons commencing an action shall be in the form No. 52 set out in the first annexure.

(3) The summons shall be signed by the plaintiff or by the person permitted by the clerk of the court to act in terms of section fifty-five of the Act.

(4) The provisions of any rule in regard to the delivery of or failure to deliver a plea shall not apply.

(5) A defendant who has entered an appearance to defend may at any time before the hearing of a claim lodge with the clerk of the court a written statement setting forth the nature of his defence and the particulars of the grounds on which it is based.

(6) The defendant shall furnish a copy of such statement to the plaintiff.

NIE-VERSKYNING VAN 'N PARTY, TERUGTREKKING, ENZ.

55. (1) Indien 'n eiser of applikant nie verskyn op die tyd wat vir die verhoor van die aksie of aansoek bepaal is nie, kan die aksie of aansoek met koste afgewys word.

(2) Indien die verweerde of respondent nie aldus verskyn nie, kan vennis (wat die geëiste verligting nie oorskry nie) met koste teen hom geveld word.

(3) Die terugtrekking of afwyse van 'n aksie of 'n bevel van absoluusie van die instansie lever geen verweer teen 'n later aksie op nie; maar as 'n later aksie ingestel word ingevolge dieselfde of wesenlik dieselfde skuldoorsaak voordat die koste wat toegeken is by die terugtrekking, afwyse of bevel van absoluusie betaal is, kan die hof op aansoek, as hy dit goedvind en mits vermelde koste getaksseer en vereffening daarvan geëis is, beveel dat sodanige later aksie opgeskort word totdat daardie koste betaal is en dat die eiser die koste van die aansoek om opskorting moet betaal.

NOTULE, INSKRYWING, ENZ. AS BEWYS IN SIVIELE SAKE.

56. (1) Wanneer dit nodig is om by die hof enige notule, inskrywing of dokument van dieselfde hof in 'n ander aksie as bewyssuk in te dien, moet die klerk van die hof na redelike kennisgewing die oorspronklike daarvan voorlê en die koste van afskrifte word nie toegestaan nie.

(2) Wanneer sodanige notule, inskrywing of dokument by 'n ander hof as bewyssuk ingedien moet word, kan 'n afskrif daarvan wat deur die klerk van die hof gewaarmerk is sonder oorlegging van die oorspronklike as bewyssuk ingedien word.

TUSSENKOMS VAN DERDE PARTY IN AKSIE.

57. (1) Op aansoek van 'n belanghebbende persoon wat in 'n aksie tussenbeï wil tree, kan die hof aan so'n persoon verlof verleen om op sulke voorwaarde as wat billik mag wees tussenbeï te tree.

(2) Op aansoek van 'n party in 'n aksie kan die hof gelas dat iemand anders as 'n eiser of as 'n verweerde op sulke voorwaarde as wat billik mag wees bygevoeg word.

SEKERHEID VIR KOSTE DEUR EISER.

58. (1) Indien 'n eiser—

- (a) nie binne die Unie woonagtig is nie;
- (b) 'n ongehabitante insolvent is;
- (c) 'n geregistreerde of ingelyfde maatskappy is;
- (d) geen wesenlike belang by die skuldoorsaak het nie, kan die verweerde, tensy die eiser vergun is om die eis as 'n behoeftige in te stel, na dienig van die dagvaarding en voordat die pleitskrifte gesluit is van hom eis dat hy sekerheid stel vir die koste van die aksie (met uitsluiting van die hoofsom of koste van 'n eis in rekonvensie deur die verweerde ingestel); met dien verstande dat indien die feit waarop gesteun word eers na die sluiting van die pleitskrifte tot die verweerde se kennis gekom het, die verweerde binne 2 dae nadat daardie feit tot sy kennis gekom het, kan eis dat voornoemde sekerheid gestel word.

(2) Indien daar nie binne 48 uur aan die versoek voldoen word nie, kan die hof op aansoek óf die verrigtings opskort totdat aan die versoek voldoen is of die aksie afwyse.

(3) In hierdie reël omvat "eiser" nie 'n eiser in rekonvensie nie, en omvat "aksie" nie 'n eiser in konvensie nie.

VERTRAGING IN VOORTSETTING VAN AKSIE.

59. Indien 'n dagvaarding in 'n aksie nie binne 12 maande na die datum waarop dit uitgereik is gedien word nie, of indien die eiser, as dit wel gedien is, nie binne daardie tydperk stappe gedoen het om die aksie voort te sit nie, veral die dagvaarding: met dien verstande dat as die eiser of sy prokureur by die klerk van die hof, voordat genoemde tydperk verloop het, 'n beëdigde verklaring indien waarin vermeld word:—

(a) dat op versoek van die skuldnaar 'n verlenging van tyd om die geëiste skuld of 'n gedeelte daarvan te betaal, aan hom toegestaan is;

(b) dat volgens die ooreenkoms vennis, behalwe in die geval van verstek, nie binne 'n tydperk van 12 maande vanaf die nitreiking van die dagvaarding versoek kan word nie;

(c) die tydperk van genoemde verlenging; die dagvaarding nie voor 12 maande na verloop van die tydperk van verlenging verval nie.

INVORDERING VAN KLEIN SKULDE.

60. (1) Met inagneming van die bepalings van hierdie reël is hierdie reëls *mutatis mutandis* van toepassing op verrigtings ingevolge Hoofstuk VIII van die Wet.

(2) Die dagvaarding waardoor 'n aksie begin word, moet opgestel wees in die vorm No. 52 wat in die eerste Aanhangsel aangegee word.

(3) Die dagvaarding moet onderteken wees deur die eiser of denr die persoon wat deur die klerk van die hof vergun word om ooreenkomsig artikel *vijf-en-vyftig* van die Wet op te tree.

(4) Die bepalings van enige reël betreffende inlevering van 'n verweerskrif of versuim om 'n verweerskrif in te lever is nie van toepassing nie.

(5) 'n Verweerde wat verskyning tot verdediging aangekondig het, kan te eniger tyd voordat die eis verhoor word by die klerk van die hof 'n skriftelike verklaring indien waarin die aard van sy verweer en besonderhede van die gronde waarop die berus niteengesit word.

(6) Die verweerde moet 'n afskrif van so'n verklaring aan die eiser verstrek.

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(7) If an appearance to defend is entered the clerk of the court shall appoint a day for hearing of the claim and shall notify the parties in writing thereof at least seven days before such hearing.

(8) Where an adjournment or postponement is made sine die, the clerk of the court shall notify the parties in writing of the day appointed for rehearing at least seven days before such date.

## CRIMINAL RECORD BOOK.

61. (1) The clerk of the court shall keep a book to be styled the "criminal record book" in which he shall daily enter particulars of every criminal case coming before the court on that day.

(2) The charge sheet or, when the matter comes before the court by way of preparatory examination, the inner sheet, shall, when the matter first comes before the court, be numbered by him with a consecutive number for the year and the case shall then be entered in the criminal record book under that number.

(3) The particulars recorded in the criminal record book shall include:—

- (i) date of hearing;
- (ii) number of case;
- (iii) name and description of accused;
- (iv) crime or offence charged;
- (v) verdict;
- (vi) sentence or other disposal;
- (vii) remarks (including date and effect of any order of a superior court on review or appeal).

(4) The judicial officer presiding at the hearing shall himself record in the criminal record book any sentence imposed or other order of disposal made by him including acquittal, or other discharge, postponement of sentence, adjournment, remand to another court or committal for trial.

## SHORTHAND NOTES IN CRIMINAL CASES.

62. (1) The court may in any criminal trial direct that the plea and statement of the accused, the evidence orally given, any exception or objection taken during the course of the proceedings, the rulings and judgment of the court and such other portion of the proceedings as the court may specially indicate, be taken down in shorthand either verbatim or in narrative form.

(2) Every person employed for the taking of shorthand notes in terms of sub-rule (1) or for the transcription of notes so taken by another person shall be deemed to be an officer of the court and shall before entering on his duties take before a judicial officer an oath in the form prescribed in the first annexure of these rules.

(3) The shorthand notes taken in terms of sub-rule (1) shall be certified as correct by the writer and shall be filed by the clerk of the court with the record of the case. Unless the judicial officer presiding at the trial shall otherwise direct, the notes shall be transcribed as soon as may be after the conclusion of the trial, and the transcription shall be certified as correct by the person making it and also filed with the record.

(4) Shorthand notes and transcripts thereof certified as provided in sub-rule (3) shall be deemed to be correct and shall form part of the record of the proceedings in the trial: Provided, however, that the court may on application by the prosecutor or by the accused made within fourteen days after the conclusion of the trial or after the completion of the transcription of such notes order the amendment of such notes or such transcript.

(5) Where by direction of the judicial officer in terms of sub-rule (3) the shorthand notes have not been transcribed, any person may at any time by notice to the clerk of the court require that a transcription be made. Any person other than the prosecutor or the accused so requiring transcription shall pay to the clerk of the court at the time of making the request fees at such rates as the Minister may from time to time prescribe.

(6) Any person may on request obtain from the clerk of the court a copy of any transcript made in terms of sub-rule (3) or sub-rule (5) of this rule, upon payment, save in the case of the State, at the time of making the request of fees at such rates as the Minister may from time to time prescribe.

## CRIMINAL APPEALS.

63. (1) A convicted person desiring to appeal under subsection (1) of section one hundred and three of the Act, shall within fourteen days after the date of conviction, sentence or order in question, lodge with the clerk of the court a notice of appeal in writing, in which he shall set out clearly and specifically the grounds, whether of fact or law or both fact and law, on which the appeal is based.

(2) If the appellant is unable, owing to illiteracy or physical defect, to write out such notice of appeal, the clerk of the court shall, upon his request, do so.

(3) Upon an appeal being noted, the judicial officer shall, within seven days, furnish to the clerk of the court a statement in writing showing:—

- (i) the facts he found to be proved;
- (ii) his reasons for any finding of fact specified in the appellant's statement as appealed against; and

(7) Indien verskyning tot verdediging aangeteken word, moet die klerk van die hof 'n dag vasstel vir die verhoor van die eis en moet hy die partye minstens 7 dae voor die verhoor skriftelik daarvan in kennis stel.

(8) Waar 'n verdaging of uitstel sine die gedoen word, moet die klerk van die hof die partye skriftelik in kennis stel van die dag wat vir herverhoor vasgestel is minstens sewe dae voor so'n datum.

## REGISTER VAN STRAFSAKE.

61. (1) Die klerk van die hof moet 'n register hou, die Register van Strafsake genoem, waarin hy daagliks die besonderhede van elke strafsaak wat op die dag voor die hof kom, moet aanteken.

(2) Die akte van aanklag, of as die saak by wyse van voorlopige onderzoek voor die hof kom, die binneblad, moet wanneer die saak vir die eerste keer voor die hof kom, deur die klerk van die hof met 'n volgnoemvir vir die jaar genummer word en die saak word dan onder daardie nommer in die Register van Strafsake ingeskryf.

(3) Die besonderhede wat in die Register van Strafsake opgeteken word, moet die volgende bevat:—

- (i) die datum van verhoor;
- (ii) die nommer van die saak;
- (iii) die naam en beskrywing van die beskuldigde;
- (iv) die misdaad of misdryf waarvan aangekla;
- (v) die uitspraak;
- (vi) die vonnis of ander beskikking;
- (vii) opmerkings (met inbegrip van die datum en inhoud van enige bevel van 'n hoëhof by hersiening of appèl).

(4) Die voorsittende regterlike amptenaar moet persoonlik in die Register van Strafsake 'n opgelegde vonnis of ander beskikkingsbevel met inbegrip van vrysprak of ander ootslag, uitstel van vonnis, verdaging, verwysing na 'n ander hof, of verwysing ter strafsetting aanteken.

## SNELSKRIFAANTEKENINGS IN STRAFSAKE.

62. (1) Die hof kan by die verhoor van 'n strafsaak gelas dat die pleit en verklaring van die beskuldigde, die mondelinge getuenis, enige eksepsie of beswaar wat in die loop van die verrigtings opgeworp is, die beslissings en vonnis van die hof, asook sodanige ander gedeelte van die verrigtings as wat die hof in die besonder mag aanwys, in snelskrif opgeteken word of word vir woord of in verhaalvorm.

(2) Iedereen wat in diens geneem is om ingevolge subreël (1) in snelskrifaantekenings neer te skryf, of om die snelskrifaantekenings wat deur iemand anders neergeskryf is in gewone skrif oor te skryf, word geag 'n beampot van die hof te wees en moet voordat hy sy werk begin voor 'n regterlike amptenaar 'n eed afle in die vorm wat in die eerste aanhangsel van hierdie reëls voorgeskryf is.

(3) Die snelskrifaantekenings wat ingevolge subreël (1) neergeskryf is, moet deur die snelskrywer as juis gewaarmerk word en word deur die klerk van die hof by die stukke in die saak opgeberg. Tensy die voorsittende regterlike amptenaar ander gelas, moet die antekenings so spoedig doenlik na afloop van die verhoor in gewone skrif oorgeskryf word en die oorskrywing moet deur die persoon wat dit doen as juis gewaarmerk word en ook by die stukke in die saak opgeberg word.

(4) Snelskrifaantekenings en oorskrywings daarvan wat volgens voorskrif van subreël (3) gewaarmerk is, word geag juis te wees en deel uit te maak van die notule van die verrigtinge by die verhoor; met dien verstande egter dat die hof op aansoek deur die vervolger of deur die beskuldigde gedaan binne 14 dae na afloop van die verhoor of na voltooiing van die oorskrywing van die antekenings, die wysiging van sulke antekenings of oorskrywing kan gelas.

(5) Wanneer die snelskrifaantekenings op las van die regterlike amptenaar ooreenkomsdig subreël (3) nie in gewone skrif oorgeskryf is nie, kan enige te eniger tyd by kennisgewing aan die klerk van die hof versoek dat hulle aldus oorgeskryf word. Iemand anders as die vervolger of die beskuldigde wat aldus oorskrywing versoek moet by die doen van die versoek aan die klerk van die hof 'n bedrag betaal volgens die skaal wat die Minister van tyd tot tyd voorschryf.

(6) Enigeen kan op versoek van die klerk van die hof 'n afskrif verkry van enige oorskrywing wat ooreenkomsdig subreël (3) of subreël (5) van hierdie reël gemaak is, by betaling, behalwe in die geval van die Staat, op die tyd waarop die versoek gedoen word van geldte teen 'n tarief wat die Minister van tyd tot tyd voorschryf.

## APPÈL IN STRAFSAKE.

63. (1) 'n Veroordeelde wat verlang om ingevolge subartikel (1) van artikel honderd-en-drie van die Wet te appelleer moet binne 14 dae na die datum van die betrokke veroordeling, vonnis of bevel by die klerk van die hof 'n skriftelike kennisgewing van appèl indien waarin hy duidelik en in besonderhede die gronde, hetsy feitlik of regsgronde of feitlike sowel as regsgronde waarop die appèl gegronde word, uiteensit.

(2) As die appellant weens ongeletterheid of liggaamsgebrek nie in staat is om so'n kennisgewing van appèl op te stel nie, moet die klerk van die hof dit op sy versoek doen.

(3) As 'n appèl aangeteken word, moet die regterlike amptenaar binne 7 dae aan die klerk van die hof 'n skriftelike verklaring verstrek waarin aangegee word—

- (i) die feite wat hy bevind het bewys te wees;
- (ii) sy redes vir 'n beslissing aangaande feite waarteen, blykens aangifte in die appellants se verklaring, geappelleer word; en

(iii) his reasons for any ruling on any question of law or as to the admission or rejection of evidence so specified as appealed against.

(4) The appellant may, within seven days after the delivery to the clerk of the court of such statement, by notice to the clerk of the court, amend his notice of appeal, and the judicial officer may, in his discretion, within seven days thereafter furnish to the clerk of the court a further or amended statement of his findings of fact and reasons for judgment.

(5) When appeal is noted in a case in which the prosecution was not at the public instance the notice referred to in sub-rule (1) and any amended notice provided for in sub-rule (4) shall also be served by the appellant upon the prosecutor.

(6) An Attorney-General desiring to appeal under subsection (2) of section *one hundred and three* of the Act against the dismissal of a summons or charge shall, within twenty-eight days after such dismissal, deliver a notice of appeal.

(7) Within seven days after the delivery of notice of appeal the judicial officer shall furnish to the clerk of the court a statement in writing of his reasons for dismissing the summons or charge.

(8) An Attorney-General or other prosecutor who contemplates an appeal under sub-section (1) of section *one hundred and four* of the Act, shall, within twenty-eight days after the conclusion of the criminal proceedings, in writing, require the magistrate to state a case.

(9) Within seven days after receipt of such request the magistrate shall furnish a stated case to the clerk of the court who shall forthwith transmit a copy thereof to the Attorney-General or other prosecutor, as the case may be. The stated case shall be divided into paragraphs numbered consecutively and shall be arranged in the following order:—

(i) the Magistrate's findings of fact in so far as they are material to the question or questions of law on which decision in favour of the accused was given;

(ii) questions of law;

(iii) the magistrate's decision on such questions and his reasons therefor.

(10) The Attorney-General or other prosecutor may, within fourteen days after the receipt by him of the stated case, deliver notice of appeal against the decision on questions of law.

(11) Every notice of appeal; judicial officer's statement and stated case filed of record with or furnished to the clerk of the court under the provisions of this rule shall become part of the record.

(12) The clerk of the court shall, within seven days after receipt by him of the judicial officer's statement furnished under sub-rule (3) or (7) or of notice of appeal filed under sub-rule (10), transmit to the registrar of the court of appeal the record of the criminal proceedings or the stated case, together with three copies thereof. When the prosecution is at the public instance he shall also transmit one such copy to the Attorney-General.

#### REPEAL.

64. The Rules contained in the Second Schedule to Act No. 32 of 1917, as amended from time to time, are hereby repealed.

#### FIRST ANNEXURE.

#### FORMS.

##### Form No.

1. Civil record book.
2. General headings.
3. General conclusions.
4. General form of notice of application.
5. Summons commencing action.
6. Endorsement of claim on summons.
7. Conclusion to endorsement of claim.
8. Notice under sub-rule (12) of rule 8 for substituted service.
9. Notice of consent to judgment.
10. Request for default judgment.
11. Notice of withdrawal.
12. Notice of application for summary judgment.
13. Affidavit in support of application for summary judgment.
14. Affidavit under section 32 of the Act.
15. Security under section 32 of the Act.
16. Order under section 32 of the Act.
17. Consent to sale of goods attached under section 32 of the Act.
18. Notice to deliver schedule of documents.
19. Notice to produce documents for inspection.
20. Notice to produce at trial.
21. Order for interdict obtained ex parte.
22. Order for arrest of person suspectus de fuga.
23. Direction to attend pre-trial conference.
24. Order—pre-trial conference.
25. Application for trial with assessors.
26. Summons to assessors.
27. Commission de bene esse.
28. Subpoena.

(iii) sy redes vir 'n beslissing oor 'n regsvraag of betrekende die toelating of verwerping van getuienis waarteen blykens sodanige aangifte geappelleer word.

(4) Die appelleant kan binne 7 dae na inlewing by die kerk van die hof van so'n verklaring by kennisgewing aan die kerk van die hof sy kennisgewing van appèl wysig; en die regterlike amptenaar kan na goeddunk binne 7 dae daarna aan die kerk van die hof, 'n verdere of gewysigde uiteensetting verstrek van sy bevindings aangaande feite en sy redes vir die vounis.

(5) Wanneer geappelleer word in 'n saak waarin daar nie van staatsweë vervolg was nie, moet die kennisgewing vernied in subreël (1) asook enige gewysigde kennisgewing waarvoor daar 'n subreël (4) voorsiening gemaak word, ook deur die appelleant op die vervolger gedien word.

(6) 'n Prokureur-generaal wat verlang om ingevolge sub artikel (2) van artikel *honderd-en-drie* van die Wet teen die afwysing van 'n dagvaarding of aanklag te appelleer moet binne 28 dae na afwysing 'n kennisgewing van appèl inlewer.

(7) Binne 7 dae nadat kennisgewing van appèl ingelewer is, moet die regterlike amptenaar aan die kerk van die hof 'n skriftelike uiteensetting verstrek van sy redes vir afwysing van die dagvaarding of aanklag.

(8) 'n Prokureur-generaal of ander vervolger wat voorneem is om ingevolge subartikel (1) van artikel *honderd-en-vier* van die Wet te appelleer, moet binne 28 dae na die sluiting van die strafverrigtings die magistraat skriftelik versoek om 'n casus-posisie te stel.

(9) Binne 7 dae na ontvangst van so'n versoek moet die magistraat 'n gestelde casus-posisie aan die kerk van die hof verstrek en hy moet onverwyld 'n afskrif daarvan aan die Prokureur-generaal of ander vervolger na gelang van die geval deurstuur. Die gestelde casus-posisie moet in agtereenvolgend genoemde paragraue verdeel en in die volgende volgorde gerangskik wees—

(i) die magistraat se bevindings aangaande feite vir soever hulle tersaaklik is by die regsvraag of regsvrae waaroor ten gunste van die besuldigde beslis is;

(ii) die regsvrae;

(iii) die beslissing van die magistraat oor sodanige vrae en sy redes daarvoor.

(10) Die Prokureur-generaal of ander vervolger kan binne 14 dae nadat hy die gestelde casus-posisie ontvang het, kennisgewing van appèl inlewer teen die beslissing oor die regsvrae.

(11) Elke kennisgewing van appèl, uiteensetting en gestelde casus-posisie deur die regterlike amptenaar wat ingevolge die bepalings van hierdie reël by die kerk van die hof ter opberging ingedien of aan hom verstrek word, maak deel uit van die stukke in die saak.

(12) Die kerk van die hof moet binne 7 dae nadat hy die uiteensetting wat ingevolge subreël (3) of (7) deur die regterlike amptenaar verstrek is of kennisgewing van appèl wat ingevolge subreël (10) ingedien is, ontvang het, aan die griffier van die hof van appèl die noutle van die strafverrigtinge of die gestelde casus-posisie deurstuur tesame met 3 afskrifte daarvan. As die vervolging van staatsweë plaasvind, moet hy ook aan die Prokureur-generaal 'n afskrif stuur:

#### HERROEPING.

64. Die Reëls vervat in die Tweede Bylae van Wet No. 32 van 1917, soos van tyd tot tyd gewysig, word hierby herroep.

#### EERSTE AANHANGSEL.

#### VORMS.

##### Vorm No.

1. Register van siviele sake.
2. Algemene opskrifte.
3. Algemene slotvorms.
4. Algemene vorm van kennisgewing van aansoek.
5. Dagvaarding waardeur aksie begin word.
6. Endossement van eis op dagvaarding.
7. Slot van endossement van eis.
8. Kennisgewing ingevolge subreël (12) van reël 8 vir gesubstineerde diening.
9. Kennisgewing van toestemming tot vounis.
10. Versoek om vounis by verstrek.
11. Kennisgewing van terugtrekking.
12. Kennisgewing van aansoek om sununiere vounis.
13. Beeldige verklaring ter stawing van aansoek om sununiere vounis.
14. Beeldige verklaring ingevolge artikel 32 van die Wet.
15. Sekherigheid ingevolge artikel 32 van die Wet.
16. Bevel kragtens artikel 32 van die Wet.
17. Toestemming tot verkoop van goedere waarop kragtens artikel 32 van die Wet beslag gelê is.
18. Kennisgewing vir inlewing van lys van dokumente.
19. Kennisgewing om dokumente vir insae oor te lê.
20. Kennisgewing om by verhoor oor te lê.
21. Bevel vir interdict *ex parte* verkry.
22. Bevel vir arrestering van persoon *suspectus de fuga*.
23. Opdrag om voorverhoor-onderhoude by te woon.
24. Bevel—voorverhoor-onderhoude.
25. Aansoek om verhoor met assessor.
26. Dagvaarding van assessor.
27. Rogatore kommissie.
28. Dagvaarding aan getuie (subpoena).

## BUITENGEWONE STAATSKOERANT, 18 MEI 1945.

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29.	Warrant for fine or arrest of witness in default.	29.	Lasbrief vir betaling van boete deur of arrestering van nie-opgedaae getuie.
30.	Warrant for arrest of witness in default.	30.	Lasbrief vir arrestering van nie-opgedaae getuie.
31.	Security on arrest or interdict ex parte.	31.	Borgakte by arres of interdik <i>ex parte</i> .
32.	Security when execution is stayed pending appeal.	32.	Borgakte by opskorting van eksekusie hangende appèl.
33.	Security when execution is allowed pending appeal.	33.	Borgakte by eksekusie toegestaan hangende appèl.
34.	Warrant of ejectment.	34.	Lasbrief vir ontruiming.
35.	Warrant for delivery of goods.	35.	Lasbrief vir aflewing van goedere.
36.	Warrant of execution against property.	36.	Lasbrief van eksekusie teen goedere.
37.	Notice of attachment in execution.	37.	Kennisgewing van eksekutoriale beslaglegging.
38.	Security bond on attachment.	38.	Borgakte by beslaglegging.
39.	Notice to preferent creditor under section 66 of the Act.	39.	Kennisgewing aan preferente skuldeiser ingevolge artikel 66 van die Wet.
40.	Interpleader summons.	40.	Tussenpleitdaagvaarding.
41.	Security under rule 35.	41.	Borgakte ingevolge reël 35.
42.	Notice of application for garnishee order.	42.	Kennisgewing van aansoek om skuldbeslagorder.
43.	Affidavit in support of application for garnishee order.	43.	Beëdigde verklaring ter stawing van aansoek om skuldbeslagorder.
44.	Garnishee order.	44.	Skuldbeslagorder.
45.	Garnishee order for periodical payments.	45.	Skuldbeslagorder vir periodiese betalings.
46.	Notice of application under section 65 of the Act.	46.	Kennisgewing van aansoek ingevolge artikel 65 van die Wet.
47.	Affidavit in support of application under section 65 of the Act.	47.	Beëdigde verklaring ter stawing van aansoek ingevolge artikel 65 van die Wet.
48.	Notice to judgment debtor to attend enquiry and produce documents.	48.	Kennisgewing aan vomisskuldenaar om ondersoek by te woon en dokumente oor te lê.
49.	Application for administration order.	49.	Aansoek om Administrasie-order.
50.	Affidavit in support administration order.	50.	Beëdigde verklaring ter stawing van administrasie-order.
51.	Administration order.	51.	Administrasie-order.
52.	Summons, small debts.	52.	Dagvaarding, klein skulde.
53.	Notice, small debts.	53.	Kennisgewing.
54.	Notice of abandonment of part of claim, etc.	54.	Kennisgewing van afstanddoening van gedeelte van eis, ens.
55.	Agreement not to appeal.	55.	Ooreenkoms om nie teappeleer nie.
56.	Request to inspect record.	56.	Versoek om noutle in te sien.
57.	Criminal record book.	57.	Register van strafakte.
58.	Oath of office of shorthandwriter.	58.	Ampseed van snelskrywer.
59.	Certificate of correctness of record.	59.	Sertifikaat van juiste verslag.

## No. 1.—CIVIL RECORD BOOK.

Civil Record Book of the \_\_\_\_\_ Magistrate's  
Court of \_\_\_\_\_ held at \_\_\_\_\_  
District of \_\_\_\_\_

No. of action.	Name and address of Plaintiff.	Name and address of Defendant.	Defendant's Attorney.	Date and time of issue of summons.	Time for appearance expires.	Date of entry of appearance.	Nature of debt.	Date of judgment.	Judgment.	Taxed costs.	Remarks.

## No. 2.—GENERAL HEADINGS.

(1) In actions.

In the Magistrate's Court for the District of \_\_\_\_\_ held at \_\_\_\_\_

No. \_\_\_\_\_ of 19 \_\_\_\_\_

Between A.B., Plaintiff,  
and  
C.D., Defendant.

(2) In applications.

In the Magistrate's Court for the District of \_\_\_\_\_ held at \_\_\_\_\_

No. \_\_\_\_\_ of 19 \_\_\_\_\_

Application of A.B., Applicant,  
against  
C.D., Respondent.

(3) In garnishee matters.

In the Magistrate's Court for the District of \_\_\_\_\_ held at \_\_\_\_\_

No. \_\_\_\_\_ of 19 \_\_\_\_\_

In the matter of  
A.B., Judgment Creditor.  
C.D., Judgment Debtor.  
E.F., Garnishee.

## No. 3.—GENERAL CONCLUSIONS.

(1) Process for service.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of 19 \_\_\_\_\_

Clerk of the Court.

(2) Process for execution.

And return to this Court what you have done by virtue hereof, for which this shall be your warrant.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of 19 \_\_\_\_\_

By Order of the Court.

Clerk of the Court.

(Attorney for) Execution Creditor.

(3) Notice.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of 19 \_\_\_\_\_

Attorney for the \_\_\_\_\_

29.	Lasbrief vir betaling van boete deur of arrestering van nie-opgedaae getuie.	29.	Lasbrief vir arrestering van nie-opgedaae getuie.
30.	Lasbrief vir arrestering van nie-opgedaae getuie.	30.	Borgakte by arres of interdik <i>ex parte</i> .
31.	Borgakte by arres of interdik <i>ex parte</i> .	31.	Borgakte by opskorting van eksekusie hangende appèl.
32.	Borgakte by opskorting van eksekusie hangende appèl.	32.	Borgakte by eksekusie toegestaan hangende appèl.
33.	Borgakte by eksekusie toegestaan hangende appèl.	33.	Lasbrief vir ontruiming.
34.	Lasbrief vir ontruiming.	34.	Lasbrief vir aflewing van goedere.
35.	Lasbrief vir aflewing van goedere.	35.	Lasbrief van eksekusie teen goedere.
36.	Lasbrief van eksekusie teen goedere.	36.	Kennisgewing van eksekutoriale beslaglegging.
37.	Kennisgewing van eksekutoriale beslaglegging.	37.	Borgakte by beslaglegging.
38.	Borgakte by beslaglegging.	38.	Kennisgewing aan preferente skuldeiser ingevolge artikel 66 van die Wet.
39.	Kennisgewing aan preferente skuldeiser ingevolge artikel 66 van die Wet.	39.	Kennisgewing aan vomisskuldenaar om ondersoek by te woon en dokumente oor te lê.
40.	Kennisgewing aan vomisskuldenaar om ondersoek by te woon en dokumente oor te lê.	40.	Aansoek om Administrasie-order.
41.	Aansoek om Administrasie-order.	41.	Beëdigde verklaring ter stawing van administrasie-order.
42.	Beëdigde verklaring ter stawing van administrasie-order.	42.	Administrasie-order.
43.	Administrasie-order.	43.	Dagvaarding, klein skulde.
44.	Dagvaarding, klein skulde.	44.	Kennisgewing.
45.	Kennisgewing.	45.	Kennisgewing van afstanddoening van gedeelte van eis, ens.
46.	Kennisgewing van afstanddoening van gedeelte van eis, ens.	46.	Ooreenkoms om nie teappeleer nie.
47.	Ooreenkoms om nie teappeleer nie.	47.	Versoek om noutle in te sien.
48.	Versoek om noutle in te sien.	48.	Register van strafakte.
49.	Register van strafakte.	49.	Ampseed van snelskrywer.
50.	Ampseed van snelskrywer.	50.	Sertifikaat van juiste verslag.

## No. 1.—REGISTER VAN SIVIELE SAKE.

Register van Siviele Sake van die \_\_\_\_\_ Magistraatshof van \_\_\_\_\_ gehou te \_\_\_\_\_ distrik \_\_\_\_\_

No. van aksie.	Naam en adres van eiser.	Naam en adres van verweerde.	Eiser se prokureur.	Naam en adres van verweerde.	Verweerde se prokureur.	Dag en uur van uitvaardiging.	Tyd vir verskyning voorstryk.	Datum van aanhefing van verskyning.	Aard van skuld.	Datum van vonnis.	Opmerkings.

## No. 2.—ALGEMENE OPSKRIFTE.

(1) By aksies.

In die Magistraatshof vir die Distrik \_\_\_\_\_ gehou te \_\_\_\_\_

No. \_\_\_\_\_ van 19 \_\_\_\_\_

Tussen A.B., Eiser,

en

C.D., Verweerde.

(2) By aansoeke.

In die Magistraatshof vir die Distrik \_\_\_\_\_ gehou te \_\_\_\_\_

No. \_\_\_\_\_ van 19 \_\_\_\_\_

Aansoek van A.B., Applikant,

teen

C.D., Respondent.

(3) By skuldbeslagsake.

In die Magistraatshof vir die Distrik \_\_\_\_\_ gehou te \_\_\_\_\_

No. \_\_\_\_\_ van 19 \_\_\_\_\_

In die saak van

A.B., Vomisskuldelaer.

C.D., Vomisskuldenaar.

E.F., Beslagskuldenaar.

## No. 3.—ALGEMENE SLOTVORMS.

(1) Prosesstukke vir diening.

Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19 \_\_\_\_\_

Klerk van die Hof.

(2) Prosesstukke vir tenuitvoerlegging.

En berig aan hierdie Hof wat u nit kragte hiervan verrig het, waartoe dit u tot magtiging strek.

Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19 \_\_\_\_\_

Op las van die Hof.

Klerk van die Hof.

(Prokureur van) Eksekusieskuldeiser.

(3) Kennisgewing.

Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19 \_\_\_\_\_

Prokureur van die \_\_\_\_\_

To \_\_\_\_\_  
 (4) Security bond.  
 In witness whereof the said \_\_\_\_\_ and  
 have hereunto set their hands at \_\_\_\_\_ this  
 day of \_\_\_\_\_ 19\_\_\_\_\_  
 As witnesses:  
 1. (Signature and address)  
 2. (Signature and address)

(5) Agreement.  
 Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 Plaintiff or Plaintiff's  
 Attorney.

Defendant or Defendant's  
 Attorney.

As witnesses:  
 1. (Signature and address)  
 2. (Signature and address)

(6) Affidavit.  
 Sworn at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 Before me.  
 (Signed) \_\_\_\_\_  
 Justice of the Peace  
 (or Commissioner of Oaths).

No. 4.—GENERAL FORM OF NOTICE OF APPLICATION.  
 (Heading.)

Take notice that application will be made to this Court on  
 the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 at \_\_\_\_\_ m., for an Order that (state shortly terms of order  
 applied for).

(Conclusion.)

No. 5.—SUMMONS COMMENCING ACTION.  
 (Heading.)

To : C.D., male, of 500 Pretorius Street, Pretoria, in the District of Pretoria, clerk, defendant.

You are hereby summoned that you do within \_\_\_\_\_ days after the service of this summons upon you enter or cause to be entered with me and also the plaintiff or his attorney at the address specified herein an appearance to answer the claim of A.B., male, of 214 Long Street, Cape Town, in the District of Cape, grocer, the plaintiff herein for £\_\_\_\_\_ and costs, particulars whereof are endorsed hereon.

And take notice that in default of your doing so you will be held to have admitted the said claim, and the plaintiff may proceed therein and judgment may be given against you in your absence; but that, on payment of the said claim and costs to me within the said time, judgment will not be given against you herein; and that if at least 24 hours before the expiration of the said time, you so pay or lodge with me a consent to judgment, you will save judgment charges.

And further take notice that:—

(1) If you allege any exception or claim in reconvention, you must within seven days after appearance, deliver to me and to the said plaintiff or his attorney, a statement in writing of the nature and grounds thereof; and

(2) if you allege a defence on the merits, you must, within seven days after appearance, so deliver a statement in writing showing the nature and grounds of such defence.

(Where the claim is for rent and it is desired to perfect the landlords hypothec for rent under the provisions of section thirty-one of the Act add)

And further take notice that you the defendant and all other persons are hereby interdicted from removing or causing or suffering to be removed any of the furniture or effects in or on the property described in the particulars of claim endorsed hereon which are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the Court.

(Conclusion.)

(Endorsement on back of summons and on the copy.)

(1) Particulars of claim.  
 (See Forms No. 6.)

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or, in the amount of £\_\_\_\_\_ and costs to date) and I consent to judgment accordingly.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 Defendant

Note.—If the consent is not given on the original Summons served it must be witnessed by two witnesses whose addresses must be given.

(3) Form of appearance to defend.)

To the Clerk of the Court.

Enter an appearance for the defendant, who intends to defend this action.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 at \_\_\_\_\_

Defendant or Defendant's  
 Attorney.

Address \_\_\_\_\_  
 Postal address \_\_\_\_\_

(4) NOTICE.—Any person against whom a Court has, in a civil case given any judgment or made any order who has not satisfied in full such judgment or order and all costs for which he is liable in connection therewith, shall be guilty of an offence and liable on conviction to a

Aan \_\_\_\_\_  
 (4) Borgakte.  
 As bewys waarvan genoemde \_\_\_\_\_ en \_\_\_\_\_ op hede die  
 hierdie akte onderteken het te \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_  
 As getuies:  
 1. (Handtekening en adres)  
 2. (Handtekening en adres)

(5) Ooreenkoms.  
 Onderteken op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_  
 Eiser of Eiser se Prokureur.

Verweerde of Verweerde se  
 Prokureur.

As getuies:  
 1. (Handtekening en adres)  
 2. (Handtekening en adres)

(6) Beëdigde verklaring.  
 Beëdig te \_\_\_\_\_ op hede die \_\_\_\_\_ dag  
 van \_\_\_\_\_ Voor my.  
 (Onderteken)  
 Vrederegt (of Kommissaris van Ede).

No. 4.—ALGEMENE VORM VAN KENNISGEWING VAN AANSOEK.  
 (Opskrif.)

Neein kennis dat aansoek by hierdie Hof gedoen sal word op  
 die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_  
 om \_\_\_\_\_ m. om 'n bevel dat (vermeld kortlik die inhoud van  
 die bevel waarom aansoek gedoen word).

(Slot.)

No. 5.—DAGVAARDING WAARDEUR AKSIE BEGIN WORD.

(Opskrif.)

Aan : C.D., 'n manspersoon, van Pretoriusstraat 500, Pretoria, in die distrik Pretoria, klerk, verweerde.

U word hierby gedagvaar om binne \_\_\_\_\_ dae nadat hierdie dagvaarding op u gedien is, by my en ook by die eiser of sy prokureur by die hierinvermelde adres verskyning aan te teken of te laat aanteken ten einde te antwoord op die eis van A.B., manspersoon, van Langstraat 214, Kaapstad, in die distrik Kaapstad, kruidenier, die eiser in hierdie saak vir £\_\_\_\_\_ met koste, waarvan die besonderhede hierop geendosseer is.

En neem kennis dat as u in gebreke bly om sulks te doen, dit geag sal word dat u voormalde eis erken, en die eiser met die saak kan voortgaan en vinnis in 'n afwesigheid teen u geveld kan word; dog dat vinnis nie in hierdie saak teen u geveld sal word nie as u genoemde eis met koste binne voormalde tydperk aan my betaal; en dat indien u minstens 24 uur voor verloop van voormalde tydperk, aldus betaal, of u toestemming tot vinnis by my indien, u die vinniskoste sal spaar.

En neem verder kennis dat—

(1) indien u enige eksepsie of eis in rekonvensie wil aanvoer, u binne sewe dae na verskyning aan my en aan genoemde eiser of sy prokureur in skriftelike verklaring van die aard en die gronde daarvan moet oorhandig; en

(2) indien u 'n verweer op die meriete aanvoer, u binne sewe dae na verskyning, aldus 'n skriftelike verklaring moet inlewer waarin die aard en gronde van sodanige verweer aangegee word.

As die eis vir huurgeld is en dit verlang word om die houerder se hipotheek vir huurgeld kragtens die bepalings van artikel een-en-dertig van die Wet te vestig, voeg by:—

En neem verder kennis dat u, die verweerde, en alle ander persone hierby verbied word om, alvorens 'n bevel dienaangaande deur die hof gegee is, enige van die meubels of besittings op die perseel in die besondere hede van die eis wat hierop geendosseer is, omskryf, wat onderhewig is aan die eiser se hipotheek vir huurgeld, te verwyder of te laat verwyder of toe te hat dat dit verwyder word.

(Slot.)

(Endossement op keersy van dagvaarding en op die afskrif.)

(1) Besonderhede van eis.  
 (Sien Vorm No. 6.)

(2) Toestemming tot vinnis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos beweer in hierdie dagvaarding (of, vir die bedrag van £\_\_\_\_\_ met koste tot op datum), en ek stem dienooreenkomsdig tot vinnis toe.

Gedagteken op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_  
 Verweerde

LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat gedien is gegee word nie, moet dit onderteken word deur twee getuies wie se adresse opgegee moet word.

(3) (Vorm van verskyning tot verdediging.)

Aan die Klerk van die Hof.

Geliewe verskyning aan te teken vir verweerde wat voorname is om hierdie akse te verdedig.  
 Gedagteken op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_  
 te

Verweerde of Verweerde se  
 Prokureur.

Adres \_\_\_\_\_  
 Posadres \_\_\_\_\_

(4) KENNISGEWING.—Iedereen teen wie 'n hof in 'n siviele saak 'n vinnis gevel of 'n bevel uitgevaardig het, wat nie ten volle aan daardie vinnis van bevel en alle koste waarvoor hy in verband daarmee aanspreeklik is, voldoen het nie, pleeg 'n misdryf en is by skuldig bevinding

fine not exceeding £25 if he has changed his place of residence or employment and fails to give within fourteen days from the date of every such change to the Clerk of the Court which gave such judgment or made such order a notice in writing setting forth fully and correctly the new place of residence or employment.

## No. 6.—ENDORSEMENT OF CLAIM ON SUMMONS.

NOTE.—These forms are examples only and are not either compulsory or applicable to all cases.

1. The plaintiff's claim is for the price of goods sold and delivered. Particulars:

1944—1st January—

Balance of account for butcher's meat to this date.....	£20 0 0
1944—1st January to 31st March—	
Butcher's meat.....	20 0 0
Total.....	£40 0 0
1944—1st February—Paid.....	15 0 0
Balance.....	£25 0 0

with costs, if the action is undefended, as follows:

	Summons.	Judgment.
Attorney's charges.....	£1 0 6	£0 10 0
Court fees.....	0 1 0	0 1 0
Messenger's fees.....	0 2 6	—
Totals.....	£1 3 6	£0 11 0
Total.....	<u>£1 14 6</u>	

(Conclusion.)

2. The plaintiff's claim is against the defendant, as maker of a promissory note for £25, dated 1st January, 1944, payable four months after date to A.B., of which the plaintiff is now the holder, which note was on 1st May, 1944, duly presented at the Standard Bank, Commissioner Street, Johannesburg, where the same was payable, and was dishonoured.

Particulars:

Principal.....	£25 0 0
Interest at _____ per cent.....	1 0 0
Amount due.....	<u>£26 0 0</u>

with costs, etc.

3. The plaintiff's claim is for money lent to the defendant.

Particulars:

1st January, 1944.....	£50 0 0
1st June, 1944—Paid.....	25 0 0
Balance.....	£25 0 0
Interest at _____ per cent.....	5 0 0
Total.....	<u>£30 0 0</u>

with costs, etc.

4. The plaintiff's claim is (1) for arrears of rent due in respect of the defendant's monthly tenancy of 5 Pretorius Street.

(Where the summons contains an order interdicting the removal of goods pendente lite, add) and for confirmation of the order appearing on the face of this summons.

Particulars:

1st January, 1944.—Rent due for the month January, 1944.....	£10 0 0
1st February, 1944.—Rent due for the month February, 1944.....	10 0 0
1st March, 1944.—Rent due for the month March, 1944.....	10 0 0
Total.....	£30 0 0
15th February, 1944.—Paid.....	5 0 0
Balance.....	<u>£25 0 0</u>

with costs, etc.; and (2) for ejectment.

Particulars:

Plaintiff, on the 28th February, 1944, gave defendant one month's notice to leave the said premises.

5. The plaintiff's claim is for arrears of wages (or salary) as a

at £ \_\_\_\_\_ per

Particulars:

January, 1944.....	£20 0 0
February, 1944.....	20 0 0
15th February, 1944.—Paid.....	£40 0 0
Balance.....	<u>£15 0 0</u>

with costs, etc.

6. The plaintiff's claim is for the delivery to him of movable property or damages in lieu of the delivery thereof, and for damages for the past non-delivery thereof, and for confirmation of the Order of Court, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, interdicting the disposal of such movable property.

Particulars:

(1) On the 18th March, 1944, plaintiff lent to defendant a mahogany table and three bentwood chairs, value £26, to be returned on demand.

strafbaar met 'n boete van hoogstens vyf-en-twintig pond, indien hy sy woon- of werkplek verander het en versum om binne veertien dae vanaf die datum van elke sodanige verandering, aan die klerk van die hof wat voornoemde vonnis gevel of bevel uitgevaardig het by skriftelike kennisgewing die nuwe woon- of werkplek volledig en huis mee te deel.

## No. 6.—ENDOSSEMENT OF EIS OP DAGVAARDING.

LET WEL.—Hierdie vorms is alleen voorbeelde en is nie verpligtend of van toepassing op alle gevalle nie.

1. Die eiser se eis is vir die prys van goedere wat verkoop en gelewer is.

## Besonderhede:

1944—1 Januarie—

Saldo van rekening vir slagtersvleis tot op datum.....	£20 0 0
--	---------

1944—1 Januarie tot 31 Maart—

Slagtersvleis.....	20 0 0
--------------------	--------

Totaal.....

Totaal.....	£40 0 0
-------------	---------

1944—1 Februarie—Betaald.....

Saldo.....	<u>£25 0 0</u>
------------	----------------

met koste, as die aksie nie bestry word nie, as volg:

	Dag-vaarding.	Vonnis.
--	---------------	---------

Prokureurskoste.....	£1 0 6	£0 10 0
----------------------	--------	---------

Hofgelde.....	0 1 0	0 1 0
---------------	-------	-------

Bodelone.....	0 2 6	—
---------------	-------	---

Totale.....	£1 3 6	£0 11 0
-------------	--------	---------

Totaal.....	<u>£1 14 6</u>	
-------------	----------------	--

(Slot.)

2. Die eiser se eis is teen die verweerde as ondertekenaar van 'n promesse vir £25, gedateer 1 Januarie 1944, betaalbaar aan A.B. vier maande na datum, waarvan die eiser nou die houer is, en wat op 1 Mei 1944 behoorlik aangebied was by die Standaardbank, Commissionerstraat, Johannesburg, waar dit betaalbaar was, en gedishonorree is.

## Besonderhede:

Hoofsom.....	£25 0 0
--------------	---------

Rente teen _____ persent.....	1 0 0
-------------------------------	-------

Verskuldigde bedrag.....	£26 0 0
--------------------------	---------

met koste, ens.

3. Die eiser se eis is vir geld aan die verweerde geleen.

## Besonderhede:

1 Januarie 1944.....	£50 0 0
----------------------	---------

1 Junie 1944—Betaald.....	25 0 0
---------------------------	--------

Saldo.....	£25 0 0
------------	---------

Rente teen _____ persent.....	5 0 0
-------------------------------	-------

Totale.....	£30 0 0
-------------	---------

met koste, ens.

en (2) vir ontruiming.

## Besonderhede:

Op 28 Februarie 1944 het eiser verweerde een maand kennis gegee om die genoemde perseel te ontruim.

5. Die eiser se eis is vir agterstallige loon (of salaris) as 'n

teen £ \_\_\_\_\_ per

## Besonderhede:

Januarie 1944.....	£20 0 0
--------------------	---------

Februarie 1944.....	20 0 0
---------------------	--------

15 Februarie 1944—Betaald.....	£40 0 0
--------------------------------	---------

Saldo.....	15 0 0
------------	--------

met koste, ens.

6. Die eiser se eis is vir levering aan hom van roerende goed of, in plaas van levering daarvan, skadevergoeding, en vir skadevergoeding vir die nie-levering daarvan in die verlede, en vir bekratiging van die bevel van die hof, gedagteken die dag van \_\_\_\_\_ 19\_\_\_\_\_, wat die vervreemding van voormalde roerende goed verbied.

## Besonderhede:

(1) Op 18 Maart 1944 het eiser aan verweerde 'n mahoniehouttafel en drie kromhoutstoelle, ter waarde van £26, geleen, om op aanvraag teruggegee te word.

- (2) On the 27th August, 1944, plaintiff demanded the return of the said table and chairs.  
 (3) Defendant refused and still refuses to return the said table and chairs.

(4) The reasonable hire of such table and chairs is 10s. a month.  
 Wherefore plaintiff claims—

- (1) Return of the said table and chairs;

- (2) Damage—

In addition to delivery..... £1 10 0  
 In lieu of delivery..... 27 0 0  
 with costs, etc.

7. The plaintiff's claim is for damages for personal injuries caused by defendant's negligence.

Particulars:

- (1) On the 14th October, 1944, about 10 a.m., plaintiff was crossing Commissioner Street, Johannesburg, from north to south.

- (2) At the same time defendant was driving a motor car along the said street from east to west.

- (3) Defendant, by negligent driving, struck plaintiff and threw him to the ground, inflicting the following injuries:—

Left arm broken.  
 Three ribs broken.  
 Face severely cut.  
 Coat torn.

- (4) Plaintiff, by reason of the above injuries was unable to pursue his occupation as a miner for seven weeks and incurred the following damages:—

Medical attendance.....	£17 3 6
Loss of earnings.....	60 0 0
Damages to coat.....	1 10 0
Pain and suffering.....	250 0 0
 Total.....	 <u>£328 13 6</u>

- (5) Plaintiff admits that he is indebted to defendant in the sum of £100 as damages for breach of a contract to deliver to defendant 1,000 tons of coal, entered into between the parties verbally on 12th September, 1944, and sets off..... £100 0 0

Balance..... £228 13 6

- (6) In order to bring the claim within the jurisdiction of the court, plaintiff abandons £28. 13s. 6d. and claims £200, with costs, etc.

8. The plaintiff's claim is as concession of a claim by J.K., of 444 Station Street, Bloemfontein, attorney, for professional services rendered, ceded to the plaintiff by the said J.K. by writing, dated 11th August, 1944.

Particulars:

1944.

March 1st and 8th.

Agreed fee for defence in Rex v. C.D., £10. 10s. with costs, etc.

#### No. 7.—CONCLUSION TO ENDORSEMENT OF CLAIM.

Plaintiff or Plaintiff's Attorney.

Address.....

Postal Address.....

#### No. 8.—NOTICE UNDER SUB-BULE (12) OF RULE 8, FOR SUBSTITUTED SERVICE.

(Heading.)

To—

C.D., of \_\_\_\_\_

Take notice that a summons has been issued against you in this court by A.B., of \_\_\_\_\_, for the sum of \_\_\_\_\_, for goods sold and delivered (*or, as the case may be*), and that an order, has been made that the publication of notice of such summons shall be deemed to be good and sufficient service of the summons on you. You are required to enter an appearance to the summons on or before the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_; and, if you do not do so, judgment may be given against you in your absence.

[Conclusion No. 3 (1).]

#### No. 9.—NOTICE OF CONSENT TO JUDGMENT.

(Heading.)

You are hereby informed that the defendant has to-day consented to judgment herein for £\_\_\_\_\_ with costs of £\_\_\_\_\_ (Date.)

Clerk of the Court.

To the Plaintiff('s Attorney).

#### No. 10.—REQUEST FOR DEFAULT JUDGMENT.

(Heading.)

The plaintiff hereby applies that—

- (1) the defendant having been duly served;
- (2) the time for appearance by the defendant having expired; and
- (3) the defendant not having entered an appearance to defend;

- (2) Op 27 Augustus 1944, het eiser teruggawe van genoemde tafel en stoel geëis.
- (3) Verweerde het geweier en weier nog om genoemde tafel en stoel terug te gee.
- (4) Die redelike huurgeld vir voornmelde tafel en stoel is 10s. per maand.

Daarom vorder eiser:

- (1) Teruggawe van genoemde tafel en stoel;
- (2) Skadevergoeding—

Benewens lewering.....	£1 10 0
In plaas van lewering.....	27 0 0

met koste, ens.

7. Die eiser se eis is vir skadevergoeding vir persoonlike beserings deur verweerde se nataltigheid veroorsaak.

Besonderhede.

- (1) Op 14 Oktober 1944, omtreks 10 v.m., het eiser Commissionerstraat, Johannesburg, van noord na suid oorgesteek.
- (2) Terselfdertyd het verweerde 'n motor langs genoemde straat van oos na wes bestuur.

- (3) As gevolg van nataltige bestuur het verweerde eiser raakgery en hom na die grond geslinger waardeur eiser die volgende beserings opgedoen het:—

Linkerarm gebreek.

Drie ribbes gebreek.

Gesig ernstig gesny.

Baadjie geskeur.

- (4) As gevolg van bogenoemde beserings was eiser vir sewe weke nie in staat om sy beroep as mynwerker uit te oefen nie en het die volgende skade gety:—

Geneeskundige behandeling, ens.....	£17 3 6
Loonverlies.....	60 0 0
Beskadiging van baadjie.....	1 10 0
Pyn en lyding.....	250 0 0

Totaal..... £328 13 6

- (5) Eiser erken dat hy aan verweerde £100 verskuldig is as skadevergoeding weens nie-uitkomming van 'n kontrak om aan verweerde 1,000 ton steenkool te lever, wat mondelings tussen die partye aangegaan is op 12 September 1944, en bring in skuldvergelyking.

£100 0 0

Saldo..... £228 13 6

- (6) Ten einde die vordering binne dieregsbevoegdheid van die hof te stel doen eiser afstand van £28. 13s. 6d., en eis £200 met koste, ens.

8. Die eiser se eis is as sessionaris van 'n eis deur J.K. van Stasiestraat 444, Bloemfontein, prokureur, vir gelewerde professionele dienste, by geskrifte, gedagteken 11 Augustus 1944, aan die eiser deur genoemde J.K. gescrewer.

Besonderhede:

1944.

1ste en 8ste Maart.

Honorarium waartoe ooreengekom is insake Rex vs. C.D., £10. 10s., met koste, ens.

Honorarium waartoe ooreengekom is in Rex vs. C.D., £10. 10s., met koste, ens.

#### No. 7.—SLOT VAN ENDOSSEMENT VAN EIS.

Eiser of Eiser se Prokureur.

Adres.....

Posadres.....

#### No. 8.—KENNISGEWING INGEVOLGE SUBBEEËL (12) VAN REËL 8 VIR GESUBSTITUDEERDE DIENING.

(Opskrif.)

Aan—

C.D., van \_\_\_\_\_

Neem kennis dat 'n dagvaarding teen u uitgereik is in hierdie hof deur A.B. van \_\_\_\_\_ vir die som van \_\_\_\_\_ vir goedere wat verkoop en gelewer is (*of wat die geval ook mag wees*), en dat 'n bevel gegee is dat die publikasie van kennisgewing van voor-melde dagvaarding geag word deugdelike en voldoende diening van die dagvaarding op u te wees. U word aangesê om verskyning aan te teken in antwoord op die dagvaarding op of voor die dag van \_\_\_\_\_ 19\_\_\_\_ en as u dit nie doen nie, kan vonnis in u afweigheid teen u geveld word.

[Slot No. 3 (1).]

#### No. 9.—KENNISGEWING VAN TOESTEMMING TOT VONNIS.

(Opskrif.)

Hierby word u in kennis gestel dat die verweerde vandaag toegestem het tot vonnis in hierdie saak vir die bedrag van £\_\_\_\_\_ met koste ten bedrae van £\_\_\_\_\_ (Datum).

Klerk van die Hof.

Aan die eiser (of sy prokureur).

#### No. 10.—VERSOEK OM VONNIS BY VERSTEK.

(Opskrif.)

Die eiser versoek hierby dat, aangesien—

- (1) diening behoorlik op die verweerde bewerkstellig is;
- (2) die tydperk vir verweerde se verskyning verstryk het; en
- (3) die verweerde nie verskyning tot verdediging aangeteken het

## BUITENGEWONE STAATSKOERANT, 18 MEI 1945.

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judgment may be entered against the defendant, as claimed in the summons, together with £ \_\_\_\_\_ for interest at \_\_\_\_\_ per cent. from the date of summons.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_

Plaintiff or Plaintiff's  
Attorney.

No. 11.—NOTICE OF WITHDRAWAL.  
(Heading.)

Take note that the above-named plaintiff hereby withdraws the above action and consents to pay the defendant's taxed costs.  
(Conclusion.)

No. 12.—NOTICE OF APPLICATION FOR SUMMARY JUDGMENT.  
(Heading.)

Take notice that application will be made to this court on the day of \_\_\_\_\_ 19\_\_\_\_\_, at \_\_\_\_\_ m., for leave to enter judgment against you in this action for £ \_\_\_\_\_ and costs.

And further take notice that the affidavit of \_\_\_\_\_ of which a copy is served herewith, will then be used in support of such application, and that you may reply thereto by affidavit.  
(Conclusion.)

No. 13.—AFFIDAVIT IN SUPPORT OF APPLICATION FOR SUMMARY JUDGMENT.  
(Heading.)

I, \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Occupation) \_\_\_\_\_ make oath and say as follows:—

- (1) I am the plaintiff in this action (or, the facts herein stated are within my own knowledge, and I am duly authorized to make this affidavit).
- (2) The defendant is indebted to the plaintiff in the sum of £ \_\_\_\_\_ on the grounds stated in the summons.
- (3) I verify believe that the defendant has not a bona fide defence to this action and that appearance has been entered solely for purposes of delay.  
(Conclusion.)

No. 14.—AFFIDAVIT UNDER SECTION thirty-two OF THE ACT.  
(Heading.)

I, \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Occupation) \_\_\_\_\_ make oath and say as follows:—

- (1) I am the landlord (or, the agent of the landlord, naming him) of premises situate (describe the premises).
- (2) A \_\_\_\_\_ B \_\_\_\_\_, of (describe the tenant) is justly indebted to me (or, to my said principal) in the sum of £ \_\_\_\_\_ for rent of the said premises from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, to the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.  
(3) The said sum of £ \_\_\_\_\_ became due upon the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.  
(4) The said rent has been demanded from the said A \_\_\_\_\_ B \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, but has not yet been paid.  
OR (4) I believe that the said A \_\_\_\_\_ B \_\_\_\_\_ is about to remove certain movables, now upon the said premises, from such premises in order to avoid payment of the said rent.  
(Conclusion.)

No. 15.—SECURITY UNDER SECTION thirty-two OF THE ACT.  
(Heading.)

Whereas X \_\_\_\_\_ Y \_\_\_\_\_ of \_\_\_\_\_ (describe the landlord), has applied for the issue of an order to attach the movable property upon \_\_\_\_\_ (describe the leased premises) for the sum of £ \_\_\_\_\_ for rent due by A \_\_\_\_\_ B \_\_\_\_\_ of \_\_\_\_\_ (describe the tenant) and £ \_\_\_\_\_ for costs:

Now therefore the said X \_\_\_\_\_ Y \_\_\_\_\_ and P \_\_\_\_\_ Q \_\_\_\_\_ of \_\_\_\_\_ (describe the surety), as surety and co-principal debtor for him the said X \_\_\_\_\_ Y \_\_\_\_\_, hereby bind themselves jointly and severally that the said X \_\_\_\_\_ Y \_\_\_\_\_ and P \_\_\_\_\_ Q \_\_\_\_\_ or either of them shall pay, to the said A \_\_\_\_\_ B \_\_\_\_\_ or whom else it may concern all damage, costs and charges which he or they may sustain by reason of the attachment of the said movable property in case the said attachment is set aside.  
(Conclusion.)

No. 16.—ORDER UNDER SECTION thirty-two OF THE ACT.  
(Heading.)

It is ordered:

1. That the Messenger of the Court do attach so much of the \_\_\_\_\_ (describe the movables) in the \_\_\_\_\_ (house, store or, as the case may be) situate \_\_\_\_\_ (describe the premises) as shall be sufficient to satisfy the sum of £ \_\_\_\_\_ rent and £ \_\_\_\_\_ costs.  
(Conclusion.)

nie, vonnis teen die verweerde aangeteken word soos in die dagvaarding geëis, benewens £ \_\_\_\_\_ by wyse van rente teen \_\_\_\_\_ persent vanaf die datum van die dagvaarding. Gedagteken op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_

Eiser of Eiser se Prokureur.

No. 11.—KENNISGEWING VAN TERUGTREKKING.  
(Opskrif.)

Neem kennis dat bogenoemde eiser hierby voormalde saak terugtrek en toestem om die verweerde se getakseerde koste te betaal.  
(Slot.)

No. 12.—KENNISGEWING VAN AANSOEK OM SUMMIERE VONNIS.  
(Opskrif.)

Neem kennis dat aansoek by hierdie hof gedoen sal word op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om \_\_\_\_\_ m., om verlof om in hierdie aksie vonnis teen u aan te teken vir £ \_\_\_\_\_ met koste.

En neem verder kennis dat die beëdigde verklaring deur waarran 'n afskrif hierby gedien word, dan gebruik sal word ter stawing van die aansoek, en dat u daarop by wyse van 'n beëdigde verklaring kan antwoord.

(Slot.)

No. 13.—BEËDIGDE VERKLARING TER STAWING VAN 'N AANSOEK OM SUMMIERE VONNIS.  
(Opskrif.)

Ek, \_\_\_\_\_  
(Adres) \_\_\_\_\_  
(Beroep) \_\_\_\_\_ verklaar onder eed as volg:—

- (1) Ek is die eiser in hierdie aksie (of ek dra persoonlike kennis van die feite hierin vermeld, en ek is behoorlik gemagtig om hierdie beëdigde verklaring te doen).
- (2) Die verweerde is aan die eiser die bedrag van £ \_\_\_\_\_ verskuldig op die gronde in die dagvaarding vermeld.
- (3) Dit is my stellige oortuiging dat die verweerde geen bona fide verweer in hierdie aksie het nie, en dat verskyning aangeteken is uitsluitlik met die doel om die saak te vertraag.

No. 14.—BEËDIGDE VERKLARING INGEVOLGE ARTIKEL twee-en-dertig VAN DIE WET.  
(Opskrif.)

Ek, \_\_\_\_\_  
(Adres) \_\_\_\_\_  
(Beroep) \_\_\_\_\_ verklaar onder eed as volg:—

- (1) Ek is die verhuurder (of die agent van die verhuurder, met vermelding van sy naam) van die perseel geleë (omskryf die perseel).
- (2) A \_\_\_\_\_ B \_\_\_\_\_, van (beskryf die huurder) is wettiglik aan my (of aan my voorname principaal) die bedrag van £ \_\_\_\_\_ verskuldig by wyse van huurgeld vir genoemde perseel vanaf die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_  
tot die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_.  
(3) Voormalde bedrag van £ \_\_\_\_\_ het verskuldig en opeisbaar geword op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_.  
(4) Genoemde A \_\_\_\_\_ B \_\_\_\_\_ is op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, aangemaan om voormalde huurgeld te betaal, maar dit is nog nie betaal nie.  
OF  
(4) Ek verstaan dat genoemde A \_\_\_\_\_ B \_\_\_\_\_ op die punt staan om sekere roerende goedere wat nou op genoemde perseel is van die perseel te verwyn met die doel om betaling van voormalde huurgeld te ontkuik.

(Slot.)

No. 15.—SEKERHEIDSTELLING INGEVOLGE ARTIKEL twee-en-dertig VAN DIE WET.  
(Opskrif.)

Nademaal X \_\_\_\_\_ Y \_\_\_\_\_, van (beskryf die verhuurder) aansoek gedoen het om die uitreiking van 'n bevel om op die roerende goedere op \_\_\_\_\_ (beskryf die verhuurde perseel) beslag te lê vir die bedrag van £ \_\_\_\_\_ synde huurgeld deur A \_\_\_\_\_ B \_\_\_\_\_ van \_\_\_\_\_ (beskryf die huurder), verskuldig, en £ \_\_\_\_\_ as koste:

So is dit dat genoemde X \_\_\_\_\_ Y \_\_\_\_\_ en P \_\_\_\_\_ Q \_\_\_\_\_, van \_\_\_\_\_ (beskryf die borg), as borg en mede-hoofskuldenaar van genoemde X \_\_\_\_\_ Y \_\_\_\_\_, hierby onderneem en hul gesamentlik en afsonderlik bind dat hul genoemde X \_\_\_\_\_ Y \_\_\_\_\_ en P \_\_\_\_\_ Q \_\_\_\_\_, of elk van hul aan genoemde A \_\_\_\_\_ B \_\_\_\_\_, of wie dit anders mag aan gaan, alle skade, koste en onkoste sal betaal en vergoed wat hy of hul mag ly as gevolg van die beslaglegging op voormalde roerende goed, ingeval sodanige beslaglegging te niet gedaan word.  
(Slot.)

No. 16.—BEVEL KRAGTENS ARTIKEL twee-en-dertig VAN DIE WET.  
(Opskrif.)

Dit word gelas:

1. Dat die geregsbode op 'n genoegsame hoeveelheid van die \_\_\_\_\_ (beskryf die roerende goedere) in die \_\_\_\_\_ (huis, winkel, of wat die geväl ook mag wees) geleë (beskryf die perseel) beslag lê om die bedrag van £ \_\_\_\_\_ huurgeld en £ \_\_\_\_\_ koste te dek.  
(Slot.)

No. 17.—CONSENT TO SALE OF GOODS ATTACHED UNDER SECTION  
thirty-two OF THE ACT.  
(Heading.)

To the Clerk of the Court:

I, A. \_\_\_\_\_, B. \_\_\_\_\_, of \_\_\_\_\_, the above respondent, hereby admit that the property attached in the above matter is subject to a hypothec to the above applicant to the extent of £. \_\_\_\_\_ and I consent to the sale of the said property in satisfaction of the said amount of £. \_\_\_\_\_ plus costs and messenger's charges.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Respondent.

As Witness:

No. 18.—NOTICE TO DELIVER SCHEDULE OF DOCUMENTS.  
(Heading.)

Take notice that the \_\_\_\_\_ requires you, within three days after receiving this notice, to deliver a schedule specifying the books and documents in your possession or under your control relating to the action which you intend to use in the above action, or are material to prove or disprove either party's case.

[Conclusion as in Form 3 (3).]

No. 19.—NOTICE TO PRODUCE DOCUMENTS FOR INSPECTION.  
(Heading.)

Take notice that the \_\_\_\_\_ requires you to produce for his inspection at your office on \_\_\_\_\_ at \_\_\_\_\_ m., the documents specified in your schedule of documents (or the accounts and documents upon which the action is founded), and also the documents specified in the notice delivered to you herein on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_, in terms of sub-rule (4) of rule 24.

[Conclusion as in Form 3 (3).]

No. 20.—NOTICE TO PRODUCE (GENERAL FORM).  
(Heading.)

Take notice that you are hereby required to produce and show to the Court, on the trial of this action, all books and documents disclosed in your schedule of documents, and also (specify documents).

[Conclusion as in Form 3 (3).]

No. 21.—ORDER FOR INTERDICT OBTAINED ex parte.  
(Heading.)

It is ordered:

(1) That a rule nisi be and it is hereby granted calling upon (respondent) of \_\_\_\_\_ (respondent's address) to show cause, if any, to this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ in the \_\_\_\_\_ noon, or so soon thereafter as he can be heard, why \_\_\_\_\_ shall not be interdicted from \_\_\_\_\_ (set out the acts from which respondent or any other person is restrained) pending the decision of an action to be brought by the applicant against the said \_\_\_\_\_ (respondent) for \_\_\_\_\_ (set out the nature of the claim).

(2) That the said action be commenced within \_\_\_\_\_ days.

(3) That this rule operate as an interim interdict.

By Order of the Court.

Clerk of the Court.

Applicant's Attorney,  
Street.

No. 22.—ORDER FOR ARREST OF PERSON suspectus de fuga.  
(Heading.)

It is ordered:

(1) That the Messenger of the Court do take the body of \_\_\_\_\_ (respondent) and safely keep him and have him before this Court at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, then and there to show cause why he should not be detained to abide the judgment of this Court in an action for a sum of £. \_\_\_\_\_ to be instituted against him by the applicant.

(2) That the said action be instituted within forty-eight hours from the date of this order.

By Order of the Court.

Clerk of the Court.

Applicant's Attorney,  
Street.

No. 23.—DIRECTION TO ATTEND PRE-TRIAL CONFERENCE.  
(Heading.)

[Direction in terms of section 54 (1), Act No. 32 of 1944.]

To the Plaintiff's Attorney/The Defendant's Attorney.

You are hereby directed to attend a conference to be held before the Magistrate in chambers on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ noon, to consider:

- the simplification of the issues raised in the summons and pleadings;
- the necessity or desirability of amendments to the pleadings;
- the possibility of obtaining admissions of fact and of documents with a view to avoiding unnecessary proof.

No. 17.—TOESTEMMING TOT VERKOOF VAN GOEDERE WAAROP KRAGTENS ARTIKEL twee-en-dertig VAN DIE WET BESLAG GELE IS.  
(Opskrif.)

Aan die Klerk van die Hof:

Ek, A. \_\_\_\_\_, B. \_\_\_\_\_, van \_\_\_\_\_ bogenoemde respondent, erken hierby dat die goed waarop in bovenoemde saak beslag gelê is onderworpe is aan 'n hypotheek ten gunste van bogenoemde applicant tot die bedrag van £. \_\_\_\_\_ en ek stem toe dat genoemde goed verkoop word ter vereffening van genoemde bedrag van £. \_\_\_\_\_ plus koste en bodelone.

Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_.

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Respondent.

As Getuie:

No. 18.—KENNISGEWING VIR INLEWERING VAN LYS VAN DOKUMENTE.  
(Opskrif.)

Neem kennis dat die \_\_\_\_\_ u aansê om binne drie dae na ontvangs van hierdie kennisgewing, 'n lys in te lever waarin die boeke en dokumente in u besit of onder u beheer wat betrekking het op die aksie en wat u van plan is om in bogenoemde aksie te gebruik of wat daar toe kan bydra om die saak van eel van die twee partye te bewys, of te weerle, aangegee word.

[Slot soos in Vorm 3 (3).]

No. 19.—KENNISGEWING OM DOKUMENTE VIR INSAE OOR TE LEI.  
(Opskrif.)

Neem kennis dat die \_\_\_\_\_ u aansê om die dokumente vermeld in u lys van dokumente (of die rekenings en dokumente waarop die aksie berus) asook die dokumente aangegee in die kennisgewing wat in hierdie saak aan u oorhandig is op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_. Kragsens subreel (4) van reg 24 aan hom ter insae oor te lei in u kantoor op \_\_\_\_\_ om \_\_\_\_\_ m.

[Slot soos in Vorm 3 (3).]

No. 20.—KENNISGEWING TOT OORLEGGING (ALGEMENE VORM).  
(Opskrif.)

Neem kennis dat u hierby aangesê word om by die verhoor van hierdie aksie alle boeke en dokumente, vermeld in u lys van dokumente, aan die hof oor te lei en te vertoon, asook (vermeld dokumente noukeurig).

[Slot soos in Vorm 3 (3).]

No. 21.—BEVEL VIR INTERDIK ex parte VERRIG.  
(Opskrif.)

Dit word beveel:

(1) Dat 'n bevel nisi hierby verleen word waarby (respondent) van \_\_\_\_\_ (respondent se adres) opgeroep word om voor hierdie hof op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_. om \_\_\_\_\_ in die \_\_\_\_\_ middag, of so spoedig daarna as wat hy gehoor kan word, gronde aan te voer, as daar gronde is, waarom nie verbied sal word om (vermeld die handelinge wat die respondent of 'n ander persoon belet word om te verrig) hangende die beslissing van 'n aksie wat deur die applicant ingestel gaan word teen genoemde \_\_\_\_\_ (respondent) vir \_\_\_\_\_ (vermeld die aard van die eis).

(2) Dat voormalde aksie begin word binne \_\_\_\_\_ dae.

(3) Dat hierdie bevel geld as 'n interim interdi.

Op Bevel van die Hof.

Klerk van die Hof.

Applicant se Prokureur.  
straat.

No. 22.—BEVEL VIR ARRESTERING VAN PERSON suspectus de fuga.  
(Opskrif.)

Dit word beveel:

(1) Dat die Geregsbode \_\_\_\_\_ (respondent) arresteer en hom in veilige bewaringhou en voor hierdie hof bring om in die \_\_\_\_\_ middag op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om dan en daar gronde aan te voer waarom hy nie aangehou sal word nie om die vonnis van hierdie hof af te wag in 'n aksie wat die applicant teen hom gaan instel vir die bedrag van £. \_\_\_\_\_.

(2) Dat genoemde aksie binne agt-en-veertig uur vanaf die datum van hierdie bevel ingestel word.

Op Bevel van die Hof.

Klerk van die Hof.

Applicant se Prokureur.  
straat.

No. 23.—OPDRAG OM VOORVERHOOR-ONDERHOUD BY TE WOON.  
(Opskrif.)

[Opdrag ooreenkomsig artikel 54 (1), Wet No. 32 van 1944.]

Aan Eiser se Prokureur/Verweerde se Prokureur.

U word hierby aangesê om 'n onderhou wat voor die magistraat in kamers op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om \_\_\_\_\_ middag gehou sal word, by te woon ter oorweging van die volgende—

- die vereenigding van die geskilpunte wat in die dagvaarding en pleitskrifte opgewerps;
- die noodsaaklikheid of wenslikheid daarvan om die pleitskrifte te wysig;
- die moontlikheid om erkenning van feite en van skriftelike stukke te verkry met die oog op die vermyding van onnodige bewyse;

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(d) the limitation of the number of expert witnesses;  
\*(e)

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
By Order of the Court.

Clerk of the Court.  
\* Delete matters inapplicable.

No. 24.—ORDER—PRE-TRIAL CONFERENCE.  
(Heading.)

[Order in terms of section 54 (2), Act No. 32 of 1944.]  
To the Plaintiff's Attorney/Defendant's Attorney.  
The following is a recital of what took place at a conference held  
in chambers at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
between the parties and/or their representatives.

(1)  
(2)  
(3)  
(4)  
(5)

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
By Order of the Court.

Clerk of the Court.

To Plaintiff's Attorney.  
To Defendant's Attorney.

No. 25.—APPLICATION FOR TRIAL WITH ASSESSORS.  
(Heading.)

The plaintiff (or defendant) hereby applies to have the above action tried with assessors.

Either (1)

The defendant (or plaintiff) consents to such application and to the appointment of the following assessor:

A.B., etc.

Plaintiff or Plaintiff's Attorney.

Defendant or Defendant's Attorney.

Or (2)

The defendant (or plaintiff) consents to such application, but the parties are unable to agree upon the names of assessors:

Wherefore the parties pray the Court to appoint an assessor (or two assessors), excluding the following assessors (*set out the names of those assessors whom one or other of the parties objects to*):

Plaintiff or Plaintiff's Attorney.

Defendant or Defendant's Attorney.

Or (3)

The defendant (or plaintiff) objects to such application:

Wherefore the plaintiff (or defendant) has set down this application for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ m.

Plaintiff (or Defendant) or Plaintiff's  
(or Defendant's) Attorney.

To the Clerk of the Court and  
To the Defendant (or Plaintiff).

Application *granted* this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
Assessors appointed: A.B., etc.

Clerk of the Court.

No. 26.—SUMMONS TO ASSESSOR.  
(Heading.)

Sir,  
You are hereby summoned to attend and serve as an Assessor in this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ m., to assist the Court in the above action in accordance with the provisions of section thirty-four of the Magistrates' Courts Act, 1944.

I have the honour to be,

Sir,  
Your obedient servant,

Clerk of the Court.

To A.B., etc.

No. 27.—COMMISSION de bene esse.  
(Heading.)

To \_\_\_\_\_  
of \_\_\_\_\_

GREETING:

Under and by virtue of the authority vested in me by section fifty-three of the Magistrates' Courts Act, 1944, I do hereby commit to you full power and authority as a Commissioner of this Court to examine G. \_\_\_\_\_ H. \_\_\_\_\_, of \_\_\_\_\_ (and such other witnesses as either of the parties to this suit may desire to call) and to take the evidence on oath of the said witness(es) in the above suit now pending in this Court.

Given under my hand at \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_

Magistrate.

(d) die beperking van die aantal deskundige getuies;  
\*(e)

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_  
Op Bevel van die Hof.

Klerk van die Hof.

\* Skrap wat nie van toepassing is nie.

No. 24.—BEVEL—VOORVERHOOR-ONDERHOUD.  
(Opskrif.)

[Bevel kragtens artikel 54 (2) van Wet No. 32 van 1944.]

Aan die Eiser se Prokureur/Verweerde se Prokureur.

Onderstaande is 'n opsomming van wat plaasgevind het by 'n voorverhoor-onderhoude gehou in kamers te \_\_\_\_\_ op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, tussen die partye en/of hul verteenwoordigers:

(1)  
(2)  
(3)  
(4)  
(5)

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_  
Op Bevel van die Hof.

Klerk van die Hof.

Aan Eiser se Prokureur.  
Aan Verweerde se Prokureur.

No. 25.—AANSOEK OM VERHOOR MET ASSESSORE.  
(Opskrif.)

Hierby doen die eiser (of verweerde) aansoek dat bogenoemde aksie met assesore verhoor word.

Of (1)

Die verweerde (of eiser) stem toe tot sodanige aansoek en tot die aanstelling van die volgende assessor:

A.B. van \_\_\_\_\_, ens.

Eiser of Eiser se Prokureur.

Verweerde of Verweerde se Prokureur.

Of (2)

Die verweerde (of eiser) stem toe tot sodanige aansoek, maar die partye kan nie ooreenkome wat betrek die name van die assesore nie.

Derhalwe versoek die partye die hof om 'n assessor (of twee assesore) aan te stel, met uitsluiting van die volgende assesore (*vermeld die name van daardie assesore teen wie die een of die ander party beswaar maak*).

Eiser of Eiser se Prokureur.

Verweerde of Verweerde se Prokureur.

Of (3)

Die verweerde (of die eiser) maak beswaar teen sodanige aansoek, derhalwe het die eiser (of verweerde) hierdie aansoek op die rol geplaas vir verhoor op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, om \_\_\_\_\_ m.

Eiser (of Verweerde) of Eiser (of Verweerde) se Prokureur.

Aan die Klerk van die Hof en aan  
die Verweerde (of Eiser).

Aansoek toegestaan/van die hand gewys op hede die  
dag van \_\_\_\_\_, 19\_\_\_\_\_.  
Assesore aangestel: A.B., ens.

Klerk van die Hof.  
(Slot.)

No. 26.—DAGVAARDING VAN ASSESSOR.  
(Opskrif.)

Meeneer,

U word hierby opgeroep om teenwoordig te wees en as assessor te dien in hierdie hof op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, om \_\_\_\_\_ m., ten einde die hof behulpzaam te wees in bogenoemde aksie ooreenkomsdig die bepalings van artikel vier-en-dertig van die Magistraatshowewet, 1944.

U dienswillige,

Klerk van die Hof.

Aan A.B., ens.

No. 27.—ROGATORE KOMMISSIE.  
(Opskrif.)

Aan \_\_\_\_\_

van \_\_\_\_\_

SALUUT:  
Kragtens die bevoegdheid my verleen by artikel drie-en-vyftig van die Magistraatshowewet, 1944 verleen ek hierby volle mag aan u as 'n kommissaris van hierdie hof om G. \_\_\_\_\_ H. \_\_\_\_\_, van \_\_\_\_\_ (en sodanige ander getuies as wat enigeen van die partye in hierdie saak wens te roep) te ondervra, en die getuenis van genoemde getuie(s) in bogenoemde saak wat nou hangende is in hierdie hof, onder eed af te neem.

Deur my onderteken te \_\_\_\_\_ op hede die  
dag van \_\_\_\_\_, 19\_\_\_\_\_

Magistraat.

## No. 28.—SUBPOENA.

(Heading.)

To

- (1) A.B., of \_\_\_\_\_  
 (2) C.D., of \_\_\_\_\_  
 (3) E.F., of \_\_\_\_\_  
 (4) G.H., of \_\_\_\_\_

You are hereby required to appear in person before this Court at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at the hour of \_\_\_\_\_ in the action on behalf of the \_\_\_\_\_.

Where documents are required to be produced, add—

- (1) and to bring with you and then produce to the Court the several documents specified in the list hereunder:—

(Conclusion.)

- (2) List of documents to be produced:—

Date.	Description.	Original or Copy.
[See back.]		

[Print on back, paragraphs (a) and (b) of sub-section (2) of section fifty-one of the Act.]

## No. 29.—WARRANT FOR FINE OR ARREST OF WITNESS IN DEFAULT.

(Heading.)

To the Messenger of the Court and to the Keeper of the Gaol of the above District.

Whereas A.B., of \_\_\_\_\_, has been duly subpoenaed to give evidence (or to produce certain books, papers or documents, as the case may be) in the above matter before this Court at \_\_\_\_\_ m., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, and has made default:

And whereas this Court has imposed upon the said A.B. for his said default a fine of \_\_\_\_\_ pounds and for non-payment has committed him to gaol of the above district for a period of \_\_\_\_\_.

This is therefore to authorize and require you the said Messenger of this Court to take the body of the said A.B. and, unless he shall pay to you the said sum of \_\_\_\_\_ pounds, to deliver him to the Keeper of the Gaol of this district together with this warrant there to be safely kept until he shall have paid the said sum of \_\_\_\_\_ pounds or until the expiration of the said period of \_\_\_\_\_ from the day on which the said A.B. shall be received into or retained in the said prison by virtue of this warrant whichever of the two shall first happen or until the said A.B. shall be otherwise legally discharged.

And this is to command you the said Keeper of the said Gaol to receive and safely keep the said A.B. as aforesaid.

(Conclusion.)

## No. 30.—WARRANT FOR THE ARREST OF WITNESS IN DEFAULT.

(Heading.)

To the Messenger of the Court.

Whereof A.B., of \_\_\_\_\_, has been duly subpoenaed to give evidence (or, to produce certain books, papers or documents, as the case may be) in the above matter before this Court at \_\_\_\_\_ m., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, and has made default:

This is therefore to authorize and require you to take the body of the said A.B. and have him before this Court at \_\_\_\_\_ m., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, then and there to give his evidence and to be otherwise dealt with according to law.

(Conclusion.)

## No. 31.—SECURITY ON ARREST OR INTERDIKT ex parte.

(Heading.)

Whereas A.B., of \_\_\_\_\_, has applied for the issue of a warrant of arrest against C.D., of \_\_\_\_\_ (or, an arrest or interdict against the goods of C.D. at \_\_\_\_\_), and the Court has fixed the security to be given by the said A.B. at the sum of £\_\_\_\_\_.

Now therefore the said A.B. binds himself to satisfy any lawful claim by the said C.D. against him the said A.B. for damages which the said C.D. may suffer by reason of the said arrest (or interdict) in case the said arrest (or interdict) be hereafter set aside.

And the said E.F. hereby binds himself as surety for and co-principal debtor with the said A.B. in a sum not exceeding the said sum of £\_\_\_\_\_ for the due fulfilment by the said A.B. of the obligation undertaken by him by these presents.

(Conclusion.)

## No. 32.—SECURITY WHEN EXECUTION IS STAYED PENDING APPEAL.

(Heading.)

Whereas the said A.B. by judgment of this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, recovered against the said C.D. the sum of £\_\_\_\_\_, together with the sum of £\_\_\_\_\_ for costs.

And whereas the said C.D. has applied to the Court for a stay of execution pending appeal (or pending the hearing of an application to review and reverse the said judgment) and the Court has directed that execution be stayed accordingly subject to the said C.D. giving security within \_\_\_\_\_ days:

## No. 28.—DAGVAARDING VAN 'N GETUIE.

(Opskrif.)

Aan

- (1) A.B., van \_\_\_\_\_  
 (2) C.D., van \_\_\_\_\_  
 (3) E.F., van \_\_\_\_\_  
 (4) G.H., van \_\_\_\_\_

U word hierby aangesê om persoonlik voor hierdie hof te verskyn te \_\_\_\_\_, op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, om \_\_\_\_\_ in die middag, in die aksie ten behoeve van die \_\_\_\_\_.

(Indien dokumente oorgelê moet word, voeg by :)

- (1) en die dokumente wat in onderstaande lys opgenoem word, met u saam te bring en hul dan aan die hof oor te lê:—  
 (Slot.)

- (2) Lys van dokumente wat oorgelê moet word:—

Datum.	Beskrywing.	Oorspronklike of afskrif.
(Sien keersy.)		

[Druk paragrawe (a) en (b) van subartikel (2) van artikel een-en-vyftig van die Wet op die keersy.]

## No. 29.—LASBRIEF VIR BETALING VAN BOETE DEUR OF VIR ARRESTERING VAN NIE-OPGEDAADE GETUIE.

(Opskrif.)

Aan die Geregsbode en die Sipier van die Gevangenis van voornoemde Distrik.

Nademaal A.B. van \_\_\_\_\_ behoorlik gedagvaar is om in bogenoemde saak getuenis af te lê (of om sekere boeke, geskrifte of dokumente oor te lê, na gelang van die geval) voor hierdie hof om \_\_\_\_\_ m op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, en in gebreke gelê het.

En nademaal hierdie hof genoemde A.B. 'n boete van £\_\_\_\_\_ opgelê het weens sy versuim, en hom by wanbetaling na die gevangenis van voornoemde distrik verwys het vir 'n tydperk van \_\_\_\_\_.

So word u, genoemde bode van hierdie hof, hierby gemagtig en beveel om genoemde A.B. te neem, en, tensy hy voornoemde bedrag van \_\_\_\_\_ pond aan u betaal, hom tesame met hierdie lasbrief af te lewer aan die sipier van die gevangenis van hierdie distrik om aldaar in veilige bewaring gehou te word totdat hy genoemde bedrag van \_\_\_\_\_ pond betaal, of tot verloop van die tydperk van \_\_\_\_\_ vanaf die dag waarop genoemde A.B. ingevolge hierdie lasbrief in voormalde gevangenis opgeneem of aangehou word, watter van die twee gebeurtenisse ook al eerste plaasvind, of totdat voornoemde A.B. andersins wettiglik ontslaan word.

En u, genoemde sipier van voormalde gevangenis, word hierby beveel om genoemde A.B. op te neem, en soos hierbo vermeld in veilige bewaring te hou.

(Slot.)

## No. 30.—LASBRIEF VIR ARRESTERING VAN NIE-OPGEDAADE GETUIE.

(Opskrif.)

Aan die Geregsbode.

Nademaal A.B. van \_\_\_\_\_ behoorlik gedagvaar is om in bogenoemde saak getuenis af te lê (of om sekere boeke, geskrifte, of dokumente oor te lê, na gelang van die geval) voor hierdie hof om \_\_\_\_\_ m, op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, en in gebreke gelê het.

So word u hierby gemagtig en beveel om genoemde A.B. te neem en hom om \_\_\_\_\_ m op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, voor hierdie hof te bring om daar en dan sy getuenis af te lê en andersins volgens wet behandel te word.

(Slot.)

## No. 31.—BORGAKTE BY ARRES OF INTERDIK ex parte.

(Opskrif.)

Nademaal A.B. van \_\_\_\_\_ aansoek gedoen het om die uitreiking van 'n lasbrief vir arres teen C.D., van \_\_\_\_\_ (of om beslaglegging op of 'n interdiuk teen die goedere van C.D. te \_\_\_\_\_) en die hof die sekerheid wat genoemde A.B. moet stel, bepaal het op die bedrag van £\_\_\_\_\_.

So dit dat genoemde A.B. onderneem en homself bind om te voldoen aan enige wettige eis deur genoemde C.D. teen hom, genoemde A.B., vir skade wat genoemde C.D. mag ly ingevolge voormalde arres (of interdiuk), ingeval voormalde arres (of interdiuk) hierna te niet gedaan word.

En genoemde E.F., onderneem hierby en bind homself as borg vir en mede-hoofskuldnaar tesame met genoemde A.B. tot 'n bedrag wat vermelde bedrag van £\_\_\_\_\_ nie te bowe gaan nie, vir die behoorlike nakoming deur genoemde A.B. van die verpligting wat hy hierby op hom geneem het.

(Slot.)

## No. 32.—BORGAKTE BY OPSKORTING VAN EKSEKUSIE HANGENDE APPEL.

(Opskrif.)

Nademaal aan genoemde A.B. op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, by vonnis van hierdie hof teen genoemde C.D., die bedrag van £\_\_\_\_\_, tesame met die bedrag van £\_\_\_\_\_, vir koste toegeken is.

En nademaal genoemde C.D. by die hof aansoek gedoen het om opskorting van eksekusie hangende appé (of hangende die verhoor van 'n aansoek om die vonnis te hersien en te niet te doen), en die hof gelas bet dat eksekusie dienooreenkomsdig opgeskort word mits genoemde C.D. sekerheid stel binne.

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Now therefore the said C.D. and E.F., of \_\_\_\_\_, as surety and co-principal debtor for him the said C.D. hereby bind themselves jointly and severally to satisfy the said judgment and any further liability which may arise by way of damages or otherwise by reason of such suspension: so far as such judgment may not be reversed or varied on such appeal (or review); and further severally.

(Here insert any further terms required.)

(Conclusion.)

**No. 33.—SECURITY WHEN EXECUTION IS ALLOWED PENDING APPEAL.**  
(Heading.)

Whereas the said A.B. on the \_\_\_\_\_ day of \_\_\_\_\_ recovered by judgment of this Court against the said C.D. the sum of £\_\_\_\_\_ together with the sum of £\_\_\_\_\_ for costs;

And whereas the said Court, notwithstanding that the said C.D. has noted an appeal against the said judgment has directed the same to be carried into execution upon security being given for restitution:

Now therefore the said A.B. and L.M., of \_\_\_\_\_, as surety and co-principal debtor for him, the said A.B. hereby bind themselves jointly and severally to refund the above several sums of \_\_\_\_\_ and \_\_\_\_\_ should the judgment of the said Court be reversed and further severally.

(Here insert any further terms required.)

(Conclusion.)

**No. 34.—WARRANT OF EJECTMENT.**

(Heading.)

To the Messenger of the Court.

Whereas in this action the said plaintiff on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, obtained judgment for the ejectment of the said defendant from the premises known as \_\_\_\_\_.

This is to authorize and require you to put the said plaintiff into possession of the same by removing therefrom the said defendant for which this shall be your warrant.

(Conclusion.)

**No. 35.—WARRANT FOR DELIVERY OF GOODS.**

(Heading.)

To the Messenger of the Court.

Whereas in this action the Court did decree that the said defendant should deliver to the said plaintiff a certain \_\_\_\_\_ (describe the thing to be delivered):

This is to authorize and require you to take the said \_\_\_\_\_ (describe the thing) from the said defendant and place the said plaintiff in possession thereof for which this shall be your warrant.

(Conclusion.)

**No. 36.—WARRANT OF EXECUTION AGAINST PROPERTY.**  
(Heading.)

To the Messenger of the Court.

**AMOUNTS TO BE LEVIED.**  
(With costs of execution.)

	£	s.	d.
Judgment debt costs.....			
Cost of issuing warrant.....			
Costs of appeal....			
<b>TOTAL.....£</b>			

(Conclusion.)

**NOTE.—**

(1) If the judgment debtor pays the amounts specified in the margin hereof with messenger's charges of £\_\_\_\_\_ within half-an-hour after the entry of the messenger he will not be required to pay any further costs of execution.

(2) This execution may be paid out before sale subject to the payment of the messenger's fees and charges of execution, which may be required to be taxed.

(3) The only immovable property upon which this warrant may be executed is (set out its situation and nature sufficiently to enable it to be identified).

(4) In case of re-issue the fact and date of re-issue and any increase or reduction in the amounts to be levied shown on the face hereof shall be set out in a note endorsed hereon and signed by the judgment creditor or his attorney and by the clerk of the court. No alterations save in consequence of amendment duly authorized shall after first issue be made on the face hereof.

**No. 37.—NOTICE OF ATTACHMENT IN EXECUTION.**

(Heading.)

To C.D., Judgment Debtor.

Take notice that I have this day seized and laid under judicial attachment the property comprised in the above inventory in pursuance of a warrant to me directed under the hand of the Clerk of the Court for the District of \_\_\_\_\_ whereby I am required to cause to be raised of your property in this district the sum of £\_\_\_\_\_ and £\_\_\_\_\_ costs recovered against you by the judgment of the said

So is dit dat genoemde C.D. en E.F. van \_\_\_\_\_ as borg en mede-hoofskuldenaar van genoemde C.D. hierby onderneem en hul gesamentlik en afsonderlik bind om aan genoemde vennis, asook enige verdere aanspreklikheid wat mag ontstaan by wyse van skadevergoeding of andersins ingevolge sodanige opskorting, te voldoen, vir sovér voormalde vennis nie by bedoelde appèl (of hersiening) te niet gedaan of gewysig word nie; en om verder afsonderlik

(voeg hier in enige verdere voorwaarde wat nodig is).  
(Slot.)

**No. 33.—BORGAKTE BY EKSEKUSIE TOEGESTAAN HANGENDE APPÈL.**  
(Opskrif.)

Nademaal aan genoemde A.B. op die \_\_\_\_\_ dag van \_\_\_\_\_ by vennis van hierdie hof teen genoemde C.D. die bedrag van £\_\_\_\_\_ tesame met die bedrag van £\_\_\_\_\_ vir koste toegeken is.

En nademaal voormalde hof gelas het dat genoemde vennis, nie teenstaande appèl daarteen deur genoemde C.D. aangeteken is, ten uitvoer gelê moet word as sekerheid gestel word vir restitusie.

So is dit dat genoemde A.B. en L.M. van \_\_\_\_\_ as borg en mede hoofskuldenaar van genoemde A.B. hierby onderneem en hul gesamentlik en afsonderlik bind om die onderskeie bovenmelde bedrae van \_\_\_\_\_ en \_\_\_\_\_ terug te betaal, as die vennis van voormalde hof te niet gedaan sou word, en om verder afsonderlik (voeg hierin enige verdere voorwaarde wat nodig is).  
(Slot.)

**No. 34.—LASBRIEF VIR ONTRUIMING.**  
(Opskrif.)

Aan die Geregabode.

Nademaal genoemde eiser in hierdie aksie op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, vennis verkry het vir die ontruiming deur genoemde verweerde van die persel bekend as \_\_\_\_\_.

So word u hierby gemagtig en beveel om genoemde eiser in die besit van genoemde persel te stel deur genoemde verweerde daaruit te sit; en daarvoor is dit u lasbrief.  
(Slot.)

**No. 35.—LASBRIEF VIR AFLEWERING VAN GOEDERE.**  
(Opskrif.)

Aan die Geregabode.

Nademaal die hof in hierdie aksie beveel het dat genoemde verweerde aan genoemde eiser 'n sekere \_\_\_\_\_ (bekryf die voorwerp wat aflewer moet word) moet aflewer.

So word u hierby gemagtig en beveel om voormalde \_\_\_\_\_ (bekryf die voorwerp) te neem en genoemde eiser in besit daarvan te stel; en daarvoor is dit u lasbrief.  
(Slot.)

**No. 36.—LASBRIEF VIR EKSEKUSIE TEEN GOEDERE.**  
(Opskrif.)

Aan die Geregabode.

Nademaal in hierdie aksie aan genoemde A.B. op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, by vennis van die hof teen genoemde C.D. van die onderskeie bedrae op die kant hiervan vermeld, toegeken is, die totale bedrag waarvan £\_\_\_\_\_ beloop.

So word u hierby gemagtig en beveel om voormalde bedrag van £\_\_\_\_\_ asook u koste in verband met hierdie eksekusie, op die goedere van genoemde C.D. te hef; en aan genoemde A.B. voormalde bedrag van £\_\_\_\_\_ te betaal.  
(Slot.)

**LET WEL.—**

(1) Indien die vonnisskuldenaar die bedrae op die kant hiervan vermeld, tesame met die bodelone van £\_\_\_\_\_, binne 'n halfuur na die kom van die bode betaal, hoef hy geen verdere eksekusiekoste te betaal nie.

(2) Hierdie eksekusie kan voor die verkoping uitbetaal word, onderworpe aan betaling van bodelone en eksekusiekoste, waarvan taksasie geëis kan word.

(3) Die enigste onroerende goed ten opsigte waarvan hierdie lasbrief ten uitvoer gelê mag word is (omskryf die ligging en aard daarvan sodanig noukeuring dat dit aangewys kan word).

(4) Ingeval van heruitreiking moet die feit en datum van heruitreiking asook enige vermeerdering of vermindering van die verhaalbare bedrae wat op die voorkant hiervan verskyn, vermeld word in 'n aantekening hierop geëndosser en deur die vonnisskuldelaer of sy procureur en die klerk van die hof onderteken. Geen verandering mag na die eerste uitreiking op die voorkant hiervan aangebring word nie, behalwe ingevolge behoorlik gemagtigde wysiging.

**No. 37.—KENNISGEWING VAN EKSEKTORIALE BESLAGLEGGING.**  
(Opskrif.)

Aan C.D., vonnisskuldenaar.

Neem kennis dat ek hede op die goedere vervat in bogenoemde inventaris, geregtelik beslag gelê het kragtens 'n lasbrief aan my gerig onder handtekening van die klerk van die hof vir die distrik \_\_\_\_\_ waarby ek beveel word om op u goedere in hierdie distrik die bedrag van £\_\_\_\_\_ en £\_\_\_\_\_ vir koste wat in hierdie aksie

court in this action and also for my charges in respect of the said warrant.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Messenger of the Court.

No. 38.—SECURITY BOND ON ATTACHMENT.  
(Heading.)

Whereas the said A.B. on the \_\_\_\_\_ day of \_\_\_\_\_ last by judgment of this court recovered against the said C.D. the sum of £\_\_\_\_\_, together with the sum of £\_\_\_\_\_, for costs; and whereas by virtue of a certain warrant under the hand of the Clerk of the said Court bearing date, etc., directed to E.F., Messenger of the said Court the said E.F. has attached in respect of the said judgment and in respect to the execution thereof the undermentioned articles, viz.:

Now therefore the said C.D. and L.M. of \_\_\_\_\_ as surety and co-principal debtor for him the said C.D. hereby severally bind themselves jointly and severally to the said E.F. that the said goods shall not be made away with or disposed of but the same shall remain in possession of the said C.D. under effect of the said attachment and shall be produced to the Messenger of the said Court on the \_\_\_\_\_ day of \_\_\_\_\_ next (*the day appointed for sale*) or any other day when the same may be required in order to be sold in execution of the said judgment and expenses if the same shall not be sooner satisfied to the said A.B.; otherwise the said L.M. hereby binds himself to pay the said judgment costs and expenses for and on behalf of the said C.D.  
(Conclusion.)

No. 39.—NOTICE TO PREFERENT CREDITOR.  
[Under Section 66 (2) (a), Act No. 32 of 1944.]  
(Heading.)

To \_\_\_\_\_  
(Preferent Creditor)  
of \_\_\_\_\_

Whereas the undermentioned immovable property was laid under judicial attachment by the Messenger of the Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, you are hereby notified that it will be sold in execution in front of the Court House at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the noon.

Short description of property and its situation :

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Judgment Creditor.

Address

No. 40.—INTERPLEADER SUMMONS.  
(Heading.)

(1) Whereas \_\_\_\_\_ of \_\_\_\_\_ has interpled in this Court as to \_\_\_\_\_ (state subject matter) which is adversely claimed by \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ hereinafter called the claimants:

Summon the said claimants that they appear before the Court helden at \_\_\_\_\_ on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the noon, and that they do then severally state the nature and particulars of their several claims and whether they will maintain or relinquish the same.  
(Conclusion.)

(2) To A.B. (describing the execution creditor) and C.D. (describing the claimant).

You are hereby summoned to appear before this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the noon, to have it determined and declared whether certain movable property, to wit \_\_\_\_\_

attached on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by the Messenger of this Court by virtue of a warrant of execution issued by this Court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, in the action in which you, the said A.B. obtained judgment for the sum of £\_\_\_\_\_, against E.F. (describing the execution debtor), and which said property is claimed by you, the said C.D., as being your property, is or is not your property.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Clerk of the Court.

No. 41.—SECURITY UNDER RULE 35.

Whereas the said plaintiff on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, recovered judgment in this court against the said defendant for the sum of £\_\_\_\_\_, together with the sum of £\_\_\_\_\_, for costs:

And whereas under the said judgment execution has been issued and property has been attached:

Now therefore the said plaintiff binds himself to the said execution debtor that if the attachment be hereafter set aside, he will satisfy any lawful claim against him by the said execution debtor for damages suffered by the said execution debtor by reason of the said attachment.

teen u toegeken is by vonnis van genoemde hof, benewens my koste in verband met voormalde lasbrief, te hef.

Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van 19\_\_\_\_\_.

Geregsbode.

No. 38.—BORGAKTE BY BESLAGLEGGING.

(Opskrif.)

Nademaal aan genoemde A.B. op die \_\_\_\_\_ dag van \_\_\_\_\_ jongslde by vonnis van hierdie hof teen genoemde C.D. die bedrag van £\_\_\_\_\_, tesame met die bedrag van £\_\_\_\_\_, vir koste toegeken is; en nademaal uit kragte van 'n sekere lasbrief onder handtekening van die klerk van genoemde hof, gedagteken, ens., gerig aan E.F., gereggsbode van genoemde hof, genoemde E.F., na aanleiding van voormalde vonnis en in verband met die ten uitvoerlegging daarvan, beslag gelê het op ondervermelde voorwerpe, naamlik :

So is dit dat genoemde C.D. en L.M. van \_\_\_\_\_ as borg en inede-hoofskuldenaar van genoemde C.D. hierby afsonderlik onderneem en hul gesamentlik en afsonderlik teenoor genoemde E.F. bind dat genoemde goedere nie weggemaak of vervreem sal word nie, maar dat dit in besit van genoemde C.D. sal bly onderhewig aan voornde beslaglegging en aan die geregsbode van voormalde hof afgeges sal word op die \_\_\_\_\_ dag van \_\_\_\_\_ eerskomende (*die dag vir die verkooping vasgestel*), of enige ander dag wanneer dit benodig mag word ton einde ter voldoening aan genoemde vonnis en betaling van onkoste in ekskusie, verkoop te word, as genoemde vonnis en koste nie eerder aan genoemde A.B. betaal word nie; anders onderneem en bind genoemde L.M. hom hierby om voormalde vonnikoste en onkoste vir en ten behoeve van genoemde C.D. te betaal.  
(Slot.)

No. 39.—KENNISGEWING AAN PREFERENTE SKULDEISER.

[Ingevolge artikel 66 (2) (a) van Wet No. 32 van 1944.]

(Opskrif.)

Aan \_\_\_\_\_

(Preferente skuldeiser)  
van \_\_\_\_\_

Nademaal die Geregsbode op die \_\_\_\_\_ dag van \_\_\_\_\_ geregtlik op ondergenoemde ouroerende goed beslag gelê het, word u hierby in kennis gestel dat dit in ekskusie verkoop sal word voor die hofgebou te \_\_\_\_\_ op die dag van \_\_\_\_\_, 19\_\_\_\_\_, om \_\_\_\_\_ uur in die \_\_\_\_\_ middag.

Kort beskrywing van goed en die ligging daarvan :

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_.

Vonnisskuldeiser.

Adres :

No. 40.—TUSSENPLEITDAGVAARDING.

(Opskrif.)

(1) Nademaal \_\_\_\_\_ van \_\_\_\_\_ in hierdie hof 'n tussenpleitding ingestel het ten aansien van die volgende voorwerp (*Vermeld die voorwerp.*) wat opgeëis word deur \_\_\_\_\_ van \_\_\_\_\_ hierna die eisers genoem.

Dagyaar genoemde eisers dat elk van hul verskyn voor hierdie hof gehou te \_\_\_\_\_ op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, om \_\_\_\_\_ uur in die \_\_\_\_\_ middag, en dat elk van hul dan en besonderhede van hul onderskeie eise uiteensit, en verklaar of hul die eise gaan volhou of prysgee.  
(Slot.)

(2) Aan A.B. (beskryf ekskusieskuldeiser) en C.D. (beskryf eiser) :

U word hierby gedagvaar om op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, om \_\_\_\_\_ uur in die \_\_\_\_\_ middag voor hierdie hof te verskyn, ten einde te laat vasstel en uitwys of sekere roerende goed nl. \_\_\_\_\_ waarop die bode van hierdie hof op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, beslag gelê het uit kragte van 'n lasbrief vir ekskusie deur hierdie hof op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, uitgereik in 'n aksie waarin u, genoemde A.B., teen E.F. (beskryf die ekskusieskuldeiser) vonnis verkry het vir die bedrag van £\_\_\_\_\_, en wat deur u, genoemde C.D., opgeëis word as u eiendom, u eiendom is of nie. Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_.

Klerk van die Hof.

No. 41.—BORGAKTE INGEVOLGE REËL 35.

(Opskrif.)

Nademaal aan genoemde eiser op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, by vonnis deur hierdie hof teen genoemde verweerde die bedrag van £\_\_\_\_\_, tesame met die bedrag van £\_\_\_\_\_, vir koste toegeken is:

En nademaal 'n lasbrief vir ekskusie ingevolge voormalde vonnis uitgereik is en beslag gelê is op goedere : So is dit dat genoemde eiser onderneem en hom teenoor genoemde ekskusieskuldenaar bind om te voldoen aan enige wettige eis deur genoemde ekskusieskuldenaar teen hom vir akade wat genoemde ekskusieskuldenaar gely het as gevolg van voormalde beslaglegging, as die beslaglegging hieraan te niet gedoen mag word.

And L.M. \_\_\_\_\_ of \_\_\_\_\_ binds himself as surety and co-principal debtor in a sum not exceeding £ \_\_\_\_\_ for the due fulfilment by the said plaintiff of the obligation undertaken by these presents.

(Conclusion.)

NOTE.—Where the security is for the repayment of moneys attached by garnishee proceedings, a similar form should be used, the words "refund the gross amount paid by the garnishee" being substituted for the words "satisfy any lawful claim against him" attachment".

**No. 42.—NOTICE OF APPLICATION FOR GARNISHEE ORDER.**

(Heading.)

To the above-named Judgment Debtor.

of

You are hereby notified that an application by the above-named Judgment creditor for an order for the attachment of a debt or emoluments at present or in future owing or accruing to you by or from \_\_\_\_\_ of \_\_\_\_\_

to the amount necessary to satisfy the judgment recovered against you by the judgment creditor in the Court of the District of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, for the sum of £ \_\_\_\_\_ (on which judgment the sum of £ \_\_\_\_\_ remains unpaid) and the costs of this attachment will be heard by this court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

And take notice you are required to produce at the hearing:—

- a statement of your assets and liabilities;
- a statement of your monthly or weekly income and expenses, supported by documentary evidence, and, if you are in receipt of emoluments, a statement by your employer giving full particulars of such emoluments;
- the following books of account or documents:—

(Conclusion.)

**No. 43.—AFFIDAVIT IN SUPPORT OF APPLICATION FOR A GARNISHEE ORDER.**

(Heading.)

A. \_\_\_\_\_ B. \_\_\_\_\_, of \_\_\_\_\_, duly sworn states:—

- That he is the abovenamed judgment creditor (or, that he is duly authorized by the abovenamed judgment creditor to act for him in this matter).
- The judgment creditor has obtained judgment against the judgment debtor in this court (or, in the Magistrate's Court for the District of \_\_\_\_\_, a certified copy of which judgment is hereto annexed marked "A") on the \_\_\_\_\_ th day of \_\_\_\_\_, 19\_\_\_\_\_, in an action numbered \_\_\_\_\_ for the sum of £ \_\_\_\_\_ and costs amounting to £ \_\_\_\_\_.
- The said judgment was not founded on any such cause of action as is mentioned in section eighteen of the Hire Purchase Act, 1942 (Act No. 36 of 1942).
- The said judgment is still unsatisfied to the amount of £ \_\_\_\_\_.
- No order under section seventy-four of the Act has been made; or an order under section seventy-four of the Act has been made but has not been complied with.
- The garnishee resides (or, carries on business as a \_\_\_\_\_ or, is employed at \_\_\_\_\_) at No. \_\_\_\_\_ Street, \_\_\_\_\_ within the District of this Court and is indebted to the judgment debtor in the sum of £ \_\_\_\_\_ (or, in an amount to the petitioner unknown) for (set out the cause of the debt).
- After satisfaction of the order herein sought, the judgment debtor will have sufficient means, i.e., £ \_\_\_\_\_ per month, arising from (set out the source of such income) \_\_\_\_\_ to maintain himself and those dependent upon him, i.e. (set out the numbers and relationship to the judgment debtor of his dependents)

(Conclusion.)

**No. 44.—GARNISHEE ORDER.**

(Heading.)

Whereas it has been made to appear to the abovenamed court that a debt or emoluments are at present or in the future owing or accruing to the judgment debtor by or from the garnishee and that after satisfaction of the order sufficient means will be left to the judgment debtor to maintain himself and those dependent on him:

It is ordered:

- That the said debt or emoluments be attached;
- That the garnishee do pay the Messenger of this Court so much of the debt or emoluments as may be sufficient to satisfy a judgment recovered against the judgment debtor by the judgment creditor in the Court of the District of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, for the sum of £ \_\_\_\_\_ (on which judgment the sum of £ \_\_\_\_\_ remains due and unpaid), and the costs of the proceedings of attachment amounting to £ \_\_\_\_\_.

If the garnishee fails to pay the Messenger aforesaid, he shall appear before this court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon, then and there to show cause why he should not pay the same.

En L.M. \_\_\_\_\_ van \_\_\_\_\_ onderneem en bind hom as borg eu mede hoofskuldenaar tot 'n bedrag van hoogsens £ \_\_\_\_\_ vir die behoorlike vervulling deur genoemde eiser van die verpligting wat hy op hom geneem het.

(Slot.)

LET WEL.—Wanneer die borgtoog aangegaan is vir die terugbetaling van geld waarop ingevolge 'n skuldbeslagproses beslag gelê is, moet 'n soortgelyke vorm gebruik word, en die woorde „te voldoen aan enige wettige eis deur genoemde ekskusieskuldenaar teen hom vir skade wat genoemde ekskusieskuldenaar gely het as gevolg van voormalige beslaglegging" vervang word deur die woorde „die totale bedrag deur die beslagskuldenaar betaal, terug te betaal."

**No. 42.—KENNISGEWING VAN AANSOEK OM SKULDGESLAGORDER.**

(Opskrif.)

Aan bogenoemde Vonnisskuldenaar van

U word hierby in kennis gestel dat 'n aansoek deur bogenoemde vonnisskuldeiser om 'n bevel vir beslaglegging op 'n skuld of besoldiging wat tans of in die toekoms aan u verskuldig is of u toekom deur van tot 'n bedrag wat voldoende is om die vennis wat die vonnisskuldeiser in die hof van die distrik \_\_\_\_\_ op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, vir die bedrag van £ \_\_\_\_\_ teen u verkry het (van welke vennis die bedrag van £ \_\_\_\_\_ nog onbetaald is) en die koste van hierdie beslaglegging te dek, deur hierdie hof verhoor sal word op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om \_\_\_\_\_ uur in die \_\_\_\_\_ middag.

En neem kennis dat u by die verhoor moet oorle:—

- 'n staat van u bate en laste;
- 'n staat van u maandelikse of weeklikse inkomste en uitgawes geslaaf deur dokumentêre bewyse en, indien u in ontvangs van besoldiging is, 'n verklaring deur u werkgever waarin volledige besonderhede van u besoldiging gegee word;
- onderstaande rekeningboeke of dokumente:—

(Slot.)

**No. 43.—BEËDIGDE VERKLARING TER STAWING VAN 'N AANSOEK OM 'N SKULDGESLAGORDER.**

(Opskrif.)

A. \_\_\_\_\_ B. \_\_\_\_\_, van

verklaar onder eed:—

- Dat hy bogenoemde vonnisskuldeiser is (of, dat hy behoorlik gemagtig is deur bogenoemde vonnisskuldeiser om in hierdie saak namens hom op te tree).
- Die vonnisskuldeiser het op die \_\_\_\_\_ 19\_\_\_\_\_, in 'n aktie genommer \_\_\_\_\_ vennis teen die vonnisskuldenaar verkry in hierdie hof (of, in die magistraatshof van die distrik \_\_\_\_\_, van watter vennis 'n gesertifiseerde afskrif, gemerk "A", hierby aangeheg word) vir die bedrag van £ \_\_\_\_\_ met koste ten bedrae van £ \_\_\_\_\_.
- Voormeldie vennis is nie gegrond op sodanige skuldoorsaak as wat genoem word in artikel agtien van die Wet op Hunrkoop, 1942 (Wet No. 36 van 1942).
- Geen bevel is ingevolge artikel vier-en-sewintig van die Wet gegee nie; of 'n bevel is wel ingevolge artikel vier-en-sewintig van die Wet gegee, dog is nie nagekomin nie.
- Die beslagskuldenaar is woonagtig (of, dryf besigheid as 'n of is in diens as \_\_\_\_\_) te \_\_\_\_\_ straat No. \_\_\_\_\_ binne die distrik van hierdie hof, en is aan die vonnisskuldenaar die bedrag van £ \_\_\_\_\_ (of, 'n bedrag aan die peticionaris onbekend) verskuldig vir (vermeld die skuldoorsaak).
- Nadat die hiergevraagde bevel ten uitvoer gelê is, sal die vonnisskuldenaar 'n genoegsame inkomste van £ \_\_\_\_\_ per maand oorhê uit (vermeld die bron van inkomste) \_\_\_\_\_, om hom en sy afhanglikes nl. (vermeld die getal en verwantskap van die vonnisskuldenaar van sy afhanglikes) te onderhou.

(Slot.)

**No. 44.—SKULDGESLAGORDER.**

(Opskrif.)

Nademaal dit aan bovenmelde hof geblyk het dat 'n skuld of besoldiging tans of in die toekoms aan die vonnisskuldenaar verskuldig is of hom toekom deur of van die beslagskuldenaar en dat nadat aan die order voldoen is die beslagskuldenaar voldoende middede sal hê om homself en sy afhanglikes te onderhou:

Word beveel:—

- dat beslag op genoemde skuld of besoldiging gelê word;
- dat die beslagskuldenaar soveel van die skuld of besoldiging aan die bode van hierdie hof betaal as wat voldoende sal wees om 'n vennis wat die vonnisskuldeiser teen die vonnisskuldenaar verkry het in die hof van die distrik \_\_\_\_\_ op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, vir die bedrag van £ \_\_\_\_\_ (van welke vennis die bedrag van £ \_\_\_\_\_ nog verskuldig en onbetaald is) en die koste van beslaglegging ten bedrae van £ \_\_\_\_\_ te dek.

Indien die beslagskuldenaar versuim om aan voornoemde bode te betaal, moet hy voor hierdie hof verskyn op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om \_\_\_\_\_ uur in die \_\_\_\_\_ middag om daar en dan gronde aan te voer waarom hy nie voormeldie bedrae sou betaal nie.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
at \_\_\_\_\_ hours \_\_\_\_\_ minutes in the \_\_\_\_\_ noon.  
By Order of the Court.

Clerk of the Court.

Attorney for Judgment Creditor.

No. 45.—GARNISHEE ORDER FOR PERIODICAL PAYMENTS.  
(Heading.)

Whereas it has been made to appear to the abovenamed court that emoluments are at present or in the future owing or accruing to the judgment debtor by or from the garnishee and that after satisfaction of this order sufficient means will be left to the judgment debtor to maintain himself and those dependent upon him:

It is ordered:

- (1) That the said emoluments be attached;  
(2) That the garnishee do pay to the Messenger of this Court on the \_\_\_\_\_ day of each and every month/week hereafter the sum of £\_\_\_\_\_ until a sufficient amount has been paid to satisfy a judgment recovered against the judgment debtor by the judgment creditor in the Court of the District of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, for the sum of £\_\_\_\_\_ (on which judgment the sum of £\_\_\_\_\_ remains unpaid) and the costs of attachment amounting to £\_\_\_\_\_.

If the garnishee fails to pay the Messenger aforesaid, he shall appear before this court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon, then and there to show cause why he should not pay the same.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
By Order of the Court.

Clerk of the Court.

Attorney for Judgment Creditor.

(Heading.)

No. 46.—NOTICE OF APPLICATION UNDER SECTION 65 OF ACT NO. 32 OF 1944.

To \_\_\_\_\_ (Judgment debtor.)

Take notice that application will be made to the above Honourable Court on the \_\_\_\_\_, 1944, for a notice calling upon you to furnish a statement of your financial position in terms of the provisions of section 65 (2) on the grounds that:

- (a) On the \_\_\_\_\_, 19\_\_\_\_\_, applicant obtained judgment against you for £\_\_\_\_\_ and £\_\_\_\_\_ costs, and that this judgment and costs have remained unsatisfied for a period of ten days from date of judgment or from expiration of the period of suspension of the judgment.  
(b) Satisfaction of the above-mentioned judgment cannot be obtained by execution against your movable property.  
(c) That you have not made a reasonable offer to liquidate the judgment debt and costs in instalments or otherwise.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
Attorney for Judgment Creditor.

(Heading.)

No. 47.—AFFIDAVIT IN SUPPORT OF APPLICATION UNDER SECTION 65, ACT NO. 32 OF 1944.

I, \_\_\_\_\_ judgment creditor in the above matter, hereby make oath and say:—  
(1) That on the \_\_\_\_\_, 19\_\_\_\_\_, I obtained judgment by order of the court against the abovenamed judgment debtor for £\_\_\_\_\_ with costs amounting to £\_\_\_\_\_.  
(2) That the judgment has remained unsatisfied for a period of ten days from the date of judgment,  
or  
from the period of suspension which expired on the \_\_\_\_\_, 19\_\_\_\_\_.  
(3) That satisfaction of the above-mentioned judgment debt cannot be obtained by execution against the movable property of the judgment debtor.  
(4) That the judgment debtor has not made a reasonable offer to liquidate the debt in instalments or otherwise.  
Thus sworn to at \_\_\_\_\_ on this \_\_\_\_\_, 19\_\_\_\_\_.

Judgment Creditor.

Before me,

Commissioner of Oaths.

No. 48.—NOTICE TO JUDGMENT DEBTOR TO ATTEND ENQUIRY AND PRODUCE DOCUMENTS.

(Heading.)

To :

Take notice that, after having heard the application of \_\_\_\_\_ (judgment creditor) in terms of section 65 (1) (c) of Act No. 32 of 1944, you are hereby required:

- (1) To appear before the abovenamed court on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon, in order that an enquiry might be held into your financial position.

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om \_\_\_\_\_ uur in die \_\_\_\_\_ middag.  
Op bevel van die Hof.

Klerk van die Hof.

Prokureur van Vonnisskuldeiser.

No. 45.—SKULDGESLAGORDER VIR PERIODIEKE BETALINGS.  
(Opskrif.)

Nademaal dit aan bovemelde hof geblyk het dat besoldiging tans of in die toekoms aan die vonnisskuldeiser verskuldig is of hom toekom van of deur die beslagskuldeiser en dat nadat aan hierdie order voldoen is die vonnisskuldeiser voldoende middele sal hé om hom en sy afhanglikes te onderhou:

Word leefel:—

- (1) dat daar op genoemde besoldiging beslag gelê word;  
(2) dat die beslagskuldeiser aan die bode van hierdie hof op die dag van elke maand/week hierna die bedrag van £\_\_\_\_\_ betaal totdat daar 'n bedrag betaal is wat voldoende is om die vennis wat die vonnisskuldeiser teen die vonnisskuldeiser verky het in die hof van die distrik op die \_\_\_\_\_ dag van \_\_\_\_\_, 19\_\_\_\_\_, vir die bedrag van £\_\_\_\_\_ (van welke vennis die bedrag van £\_\_\_\_\_ nog onbetaald is) en die koste van beslaglegging ten bedrae van £\_\_\_\_\_ te dek.

Indien die beslagskuldeiser versnui om voorneemde bode te betaal, moet hy voor hierdie hof verskyn op die \_\_\_\_\_ dag van \_\_\_\_\_ middag om daar en dan gronde aan te voer waarom hy nie voormalde bedrae sou betaal nie.

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_,  
Op bevel van die Hof.

Klerk van die Hof.

Prokureur van Vonnisskuldeiser.

No. 46.—KENNISGEWING VAN AANSOEK INGEVOLGE ARTIKEL 65 VAN WET NO. 32 VAN 1944.

(Opskrif.)

Aan:

(Vonnisskuldeiser.)

Neem kennis dat aansoek aan bovemelde Agbare Hof op die \_\_\_\_\_ 1944 gedaan sal word om 'n kennisgeving waarin u aangesê word om ooreenkomsdig die bepalings van artikel 65 (2) 'n staat van u geldelike toestand te verstrek op die gronde dat:

- (a) op die \_\_\_\_\_, 19\_\_\_\_\_, applikant vennis teen u verkry het vir £\_\_\_\_\_ en £\_\_\_\_\_ koste en dat hierdie vennis en koste onvoldaan gebly het vir 'n tydperk van 10 dae vanaf die datum van vennis vanaf die verstryking van die tydperk van opskorting van die vennis;  
(b) voldoening aan bovemelde vennis nie verkry kan word deur eksekusie teen u roerende goed nie;  
(c) u geen redelike aanbod gemaak het om die vonnisskulde en koste in paaiemende of andersins te vereffen nie.

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_,

Prokureur van Vonnisskuldeiser.

No. 47.—BEËDIGDE VERKLARING TER STAWING VAN AANSOEK INGEVOLGE ARTIKEL 65, WET NO. 32 VAN 1944.

(Opskrif.)

Ek,

vonnisskuldeiser in bogenoemde saak, verklar hierby onder eed:—

- (1) dat ek op die \_\_\_\_\_, 19\_\_\_\_\_, kragtens bevel van die hof vennis teen bovemelde vonnisskuldeiser verkry het vir £\_\_\_\_\_ met koste ten bedrae van £\_\_\_\_\_.  
(2) dat die vennis onvoldaan gebly het vir 'n tydperk van tien dae vanaf dié datum van vennis,  
vanaf die tydperk van opskorting wat op die \_\_\_\_\_, 19\_\_\_\_\_, verstryk het;  
(3) dat voldoening aan bovemelde vonnisskulde nie verkry kan word deur eksekusie teen die roerende goed van die vonnisskuldeiser nie;  
(4) dat die vonnisskulde geen redelike aanbod gemaak het om die skuld in paaiemende of andersins te betaal nie.

Aldus beëdig te \_\_\_\_\_ hede die \_\_\_\_\_ 19\_\_\_\_\_,

Vonnisskuldeiser.

Voor my,

Kommissaris van Ede.

No. 48.—KENNISGEWING AAN VONNISSKULDEISER OM ONDERSOEK BY TE WOON EN DOKUMENTE OOE TE LEË.

(Opskrif.)

Aan:

\*

Neem kennis dat, nadat die aansoek van \_\_\_\_\_ (vonnisskuldeiser) ooreenkomsdig artikel 65 (1) (c) van Wet No. 32 van 1944 verhoor is, u hierby aangesê word:—

- (1) Om op die \_\_\_\_\_ dag van \_\_\_\_\_ om \_\_\_\_\_ uur in die \_\_\_\_\_ middag voor bovemelde hof te verskyn sodat daar 'n onderzoek na u geldelike toestand ingestel kan word.

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xv

- (2) To produce to the above court a full statement :—  
 (a) of your assets and liabilities;  
 (b) of your monthly/weekly income and expenses, supported by documentary evidence, including a statement by your employer which must show full particulars of your emoluments.

- (3) To produce the following books, and documents to the above court :—

Your attention is drawn to the extracts from Section 65 of Act No. 32 of 1944, on back hereof.

(Conclusion.)  
By Order of the Court.

Clerk of the Court.

\* Address to be set out here.

[To be printed on the back of Form No. 48.]

*Sub-Section (4) (a):—*

On receipt of such notice but before the date fixed for the enquiry, the judgment debtor may produce to the judgment creditor the documents referred to in paragraph (b) of sub-section (2) and make a written offer to liquidate the debt in instalments or otherwise. A copy of such written offer shall forthwith be filed by the judgment debtor with the clerk of the court and the judgment creditor shall inform the said clerk whether he accepts or declines the offer. If any offer is accepted the clerk of the court shall notify the judgment debtor that the enquiry has been postponed *sine die*, and that the judgment debtor need not appear in court on the specified date.

*Sub-Section (8):—*

An employer who fails to furnish an employee with a written statement containing full particulars of such employee's emoluments at the request of such employee, shall be guilty of an offence and liable to a fine not exceeding twenty-five pounds.

No. 49.—APPLICATION UNDER SECTION 74 (1) OF ACT NO. 32 OF 1944  
(Heading.)

Application for an administration order.

To the Clerk of the Court,

at \_\_\_\_\_

Take notice that I shall apply to the Court in chambers at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ in the \_\_\_\_\_ noon, to make an order providing for the administration of my estate under the provisions of section 74 of Act No. 32 of 1944.

I attach an affidavit in support of this application.

Dated at \_\_\_\_\_ this day of \_\_\_\_\_, 19\_\_\_\_\_

Judgment debtor/debtor.

Full address :

NOTE.—The debtor shall, by prepaid registered post, give to all his creditors at least seven days' notice of this application.

No. 50.—AFFIDAVIT IN SUPPORT OF APPLICATION UNDER SECTION 74 (1) OF ACT NO. 32 OF 1944.

(Heading.)

I \_\_\_\_\_ of \_\_\_\_\_ make oath and say :—

- (1) I am the applicant herein ;  
 (2) a judgment has been obtained against me for the payment of money and I am unable to pay the amount forthwith ;  
 or

I am a debtor and I am unable to liquidate my liabilities ;  
 (3) I have not sufficient assets capable of attachment to satisfy such judgment/liabilities ;

(4) I submit a full statement of my debts with the names and addresses of my creditors together with a statement of my assets with details of my income, the names of those dependent upon me, and my weekly/monthly commitments.

(Signature).

(Conclusion.)

No. 51.—ADMINISTRATION ORDER.

(Under the provisions of Section 74 of Act No. 32 of 1944.)  
(Heading.)

It is ordered :

(1) That the estate of \_\_\_\_\_ of \_\_\_\_\_ be placed under administration in the hands of \_\_\_\_\_ as administrator.

(2) That the following conditions with regard to security, preservation or disposal of assets, and realisation of movables subject to hypothec shall apply during the period of administratorship :—

(a)

(b)

(c)

(d)

(e)

(f)

(3) That \_\_\_\_\_ shall out of future income and commencing from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, pay the sum of £ \_\_\_\_\_ per week (or month) to the administrator in satisfaction or in reduction of \_\_\_\_\_ liabilities totalling £ \_\_\_\_\_.

- (2) Om aan bovermelde hof 'n volledige staat voor te lê :—  
 (a) van u bate en laste ;  
 (b) van u maandelikse/weeklikse inkomste en uitgawes, gestaaf deur dokumentêre bewys, met inbegrip van 'n verklaring deur u werkgever-waarin volle besonderhede van u besoldiging aangegee moet word.

- (3) Om onderstaande boeke en dokumente aan bovermelde hof oor te lê.

U aandag word gevëdig op die uittreksels uit artikel 65 van Wet No. 32 van 1944 wat op die keers hiervan gedruk is.

(Slot.)  
Op bevel van die Hof.

Klerk van die Hof.

\* Adres moet hier aangegee word.

[Moet agterop Vorm No. 48 gedruk word.]

*Subartikel (4) (a):—*

Nadat hy so 'n kennisgewing ontvang het, maar voor die datum vir die ondersoek bepaal, kan die vonnisskuldenaar die in paragraaf (b) van subartikel (2) bedoelde dokumente aan die vonnisskuleiser oorlê en 'n skriftelike aanbod maak om die skuld in paaimeente of andersins te vereffent. 'n Afskrif van sodanige skriftelike aanbod word onverwyd deur die vonnisskuldenaar by die klerk van die hof ingedien, en die vonnisskuldenaar moet aan genoemde klerk medeed of hy die aanbod aanvaar of awys. Word so 'n aanbod aanvaar, dan gee die klerk van die hof die vonnisskuldenaar kennis dat die ondersoek *sine die* uitgestel is, en dat dit nie vir die vonnisskuldenaar nodig is om op die vasgestelde dag in die hof te verskyn nie.

*Subartikel (8):—*

'n Werkgever wat versuim om aan 'n werknemer, op laasgenoemde se versoek, 'n skriftelike verklaring te verstrek wat volledige besonderhede omtrent daardie werknemer se besoldiging bevat, of wat opsetlik of deur nalatigheid onjuiste besonderhede verstrek, is aan 'n misdryf skuldig en strafbaar met 'n boete van hoogstens vyf-en-twintig pond.

No. 49.—AANSOEK INGEVOLGE ARTIKEL 74 (1) VAN

WET NO. 32 VAN 1944.

(Opskrif.)

Aansoek om 'n Administrasie-order.

Aan die Klerk van die Hof,  
te \_\_\_\_\_

Neem kennis dat ek by die hof in kamers te \_\_\_\_\_ op die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_ om in die \_\_\_\_\_ middag aansoek sal doen om 'n order waarby voorstiening gemaak word vir die administrasie van my boedel ingevolge die bepalingen van artikel 74 van Wet No. 32 van 1944.

Ek heg 'n beëdigde verklaring ter stawing van hierdie aansoek aan.  
Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_.

Vonnisskuldenaar/Skuldenaar.

Volledige adres :

LET WEL.—Die skuldenaar moet per gefrankeerde geregistreerde pos al sy skuldeisers minstens sewe dae van hierdie aansoek kennis gee.

No. 50.—BEËDIGDE VERKLARING TER STAWING VAN AANSOEK INGEVOLGE ARTIKEL 74 (1) VAN WET NO. 32 VAN 1944.

(Opskrif.)

Ek, \_\_\_\_\_ van \_\_\_\_\_ verklaar onder eed :—

- (1) ek is die applikant in hierdie saak ;  
 (2) 'n vonnis is teen my verkry vir die betaling van geld en ek is nie in staat om die bedrag dadelik te betaal nie ;

or  
ek is 'n skuldenaar en nie in staat om my verpligte na te kom nie ;

(3) ek het nie voldoende vir beslag vatbare bate om aan sodanige vonnis/verpligte te voldoen nie ;

(4) ek lê 'n volledige staat van my skulde voor, met vermelding van die name en adres van my skuldeisers, asook 'n staat van my bate, met besonderhede van my inkomste, die name van my afhanglikes, en my weeklikse/maandelikse verpligte.

(Naamtekening.)

(Slot.)

No. 51.—ADMINISTRASIE-ORDER.

(Ingevolge die bepalingen van artikel 74 van Wet No. 32 van 1944.)

(Opskrif.)

Dit word beveel :

(1) Dat die boedel van \_\_\_\_\_ van \_\_\_\_\_ onder die administrasie gestel word van \_\_\_\_\_ van \_\_\_\_\_ as administrateur.

(2) Dat onderstaande voorwaarde met betrekking tot sekerheidstelling, bewaring of van die hand sit van bate, en die tegelde makking van verhypotheekende roerende goed gedurende die tydperk van administrasie van toepassing sal wees :—

(a)

(b)

(c)

(d)

(e)

(f)

(3) Dat \_\_\_\_\_ nit toekomstige inkomste vanaf die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_ die bedrag van £ \_\_\_\_\_ per week (of maand) aan die administrateur ter vereffening of vermindering van \_\_\_\_\_ verpligte wat altesame £ \_\_\_\_\_ bedra, moet betaal.

(4) That the emoluments accruing to the said \_\_\_\_\_ from his employment with \_\_\_\_\_ (hereinafter called the garnishee) shall be and are hereby attached to the extent mentioned in (3) hereof and the said garnishee is hereby required after service of this order to deduct the aforesaid instalments from the salary or other emoluments of the said \_\_\_\_\_ and to pay the same to the administrator.

(5) That the costs incurred by \_\_\_\_\_ and by the creditors shall be paid by the administrator out of the funds controlled by him.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
By Order of the Court.

Clerk of the Court.

No. 52.—SUMMONS FOR RECOVERY OF SMALL DEBTS.  
(Heading.)

To : C.D., male, of 500 Pretorius Street, Pretoria, in the District of Pretoria, clerk, defendant.

You are hereby summoned that you do within \_\_\_\_\_ days after the service of this summons upon you enter or cause to be entered with me and also the plaintiff or the person acting on his behalf at the address specified herein an appearance to answer the claim of \_\_\_\_\_.

A.B., male, of 214 Long Street, Cape Town, in the District of the Cape, grocer, the plaintiff herein, particulars whereof are endorsed hereon.

And take notice that in default of your doing so you will be held to have admitted the said claim, and the plaintiff may proceed therein and judgment may be given against you in your absence; but that on payment of the said claim and costs to me within the said time, judgment will not be given against you herein; and that if you so pay or lodge with me a consent to judgment within the said time, you will save judgment charges.

If you enter an appearance to defend, a day for the hearing of the claim will be appointed by me. No further pleadings will be required of you but you may at any time before the hearing lodge with me a written statement setting forth the nature of your defence and particulars of the grounds on which it is based and a copy of such statement shall be furnished to the plaintiff by you.

(Where the claim is for rent and it is desired to perfect the landlords hypothec for rent under the provisions of section thirty-one of the Act add)

And further take notice that you the defendant and all other persons are hereby interdicted from removing or causing or suffering to be removed any of the furniture or effects in or on the property described in the particulars of claim endorsed hereon which are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the Court.

(Conclusion.)

(Endorsement on back of summons and on the copy.)

(1) Particulars of claim

(see forms No. 6.)

with costs, if the action is undefended, as follows :—

Summons.	Judgment.
£ s. d.	£ s. d.

Court fees.....

Issue of summons or other process...

Messenger's fees.....

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or, in the amount of £\_\_\_\_\_) and costs to date and I consent to judgment accordingly.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
at \_\_\_\_\_

Defendant.

NOTE.—If the consent is not given on the original summons served, it must be witnessed by two witnesses whose addresses must be given.

(3) Form of appearance to defend.

To the Clerk of the Court.

Enter an appearance for defendant who intends to defend this action.

Address \_\_\_\_\_

Postal address \_\_\_\_\_

Defendant.

(4) NOTICE.—Any person against whom a Court has, in a civil case given any judgment or made any order who has not satisfied in full such judgment or order and all costs for which he is liable in connection therewith, shall be guilty of an offence and liable on conviction to a fine not exceeding £25 if he has changed his place of residence or employment and fails to give within fourteen days from the date of every such change to the Clerk of the Court which gave such judgment or made such order a notice in writing setting forth fully and correctly the new place of residence or employment.

Plaintiff.

(or person permitted by Clerk of the Court to act on his behalf.)

Address \_\_\_\_\_

Postal address \_\_\_\_\_

(4) Dat op die besoldiging wat aan genoemde uit sy diens by \_\_\_\_\_ (hierna die beslagskuldenaar genoem) toekom hierby beslag gelê word tot die bedrag genoem in (3) hiervan en genoemde beslagskuldenaar word hierby gelas om nadat hierdie order gedien is, voornoemde paaiemente van die salaris of ander besoldiging van genoemde \_\_\_\_\_ af te trek en dit aan die administrateur te betaal.

(5) Dat die koste wat aangegaan is deur en deur die skuldeisers deur die administrateur betaal moet word uit die fondse wat deur hom beheer word.

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_.

Op bevel van die Hof.

Klerk van die Hof.

No. 52.—DAGVAARDING VIR DIE INVORDERING VAN KLEIN SKULDE.  
(Opskrif.)

Aan :

C.D., 'n manspersoon, van Pretoriusstraat 500, Pretoria, in die distrik Pretoria, klerk, verweerde.

U word hierby gedagvaar om binne \_\_\_\_\_ dae nadat hierdie dagvaarding op u gedien is, by my en ook by die eiser of sy prokureur by die hierinvermelde adres verskynning aan te teken of te laat aanteken ten einde te antwoord op die eis van \_\_\_\_\_.

A.B., 'n manspersoon, van Longstraat 214, Kaapstad, in die distrik Kaap, kruidentier, die eiser in hierdie saak, waarvan die besonderhede hierop geëndosseer is.

En neem kennis dat as n in gebreke bly om sulks te doen, dit geag sal word dat u voormalde eis erken en die eiser met die saak kan voortgaan en vennis in u awesigheid teen u geveld kan word; dog dat vennis nie in hierdie saak teen u geveld sal word nie as u genoemde eis met koste binne voormalde tydperk aan my betaal; en dat indien u binne voormalde tydperk aldus betaal of toestemming tot vennis by my indien; u venniskoste sal bespaar.

Indien u verskyning tot verdediging aanteken, sal 'n dag vir die verhoor van die eis deur my vasgestel word. Geen verdere pleitskrifte sal van u verlang word nie, maar u kan te eniger tyd voor die verhoor by my 'n skriftelike verklaring indien waarin die aard van u verweerde besonderhede van die gronde waarop dit berus, aangegee word, en 'n afskrif van so 'n verklaring moet deur u aan die eiser vorstrek word.

(As die eis vir huurgeld is eu dit verlang word om die verhuurder se hipoteek vir huurgeld kragtens die bepalings van artikel 31 van die Wet te vestig, voeg by :—)

En neem verder kennis dat u, u die verweerde, en alle ander persone hierby verbied word om, alvorens 'n bevel dienaangaande deur die hof gegee is, enige van die meubels of besittings in besonderhede van die eis wat hierop geëndosseer is, omskryf, wat onderhewig is aan die eiser se hipoteek vir huurgeld, te verwyder of te laat verwyder of toe te laat dat dit verwyder word.

(Slot.)

(Endossement op keersy van die dagvaarding en op die afskrif.)

(1) Besonderhede van eis

(Sien Vorm No. 6.)

met koste (as die aksie onbestredie is), as volg :—

Dagvaarding.

Vennis.

f s. d. f s. d.

Hofgeldde.....

Uitreiking van dagvaarding of ander

prosesstukke.....

Bodelone.....

(2) Toestemming tot vennis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos beweer in hierdie dagvaarding (of vir die bedrag van £\_\_\_\_\_) met koste tot op datum en ek stem dien ooreenkomsig tot vennis toe.

Gedagteken te \_\_\_\_\_ hede die \_\_\_\_\_ dag van \_\_\_\_\_.

Verweerde.

LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat gedien is gegee word nie, moet dit onderteken word deur twee getuies wie se adresse opgegee moet word.

(3) Vorm van verskyning tot verdediging.

Aan die Klerk van die Hof.

Geliewe verskyning aan te teken vir verweerde wat voorname is om hierdie aksie te verdedig.

Adres \_\_\_\_\_

Posadres \_\_\_\_\_

Verweerde.

(4) KENNISGEWING.—Iedereen teen wie 'n hof in 'n siviele saak 'n vennis geveld of 'n bevel uitgevaardig het, wat nie ten volle aan daardie vennis of bevel en alle koste waarvoor hy in verband daarneé aanspreeklik is, voldoen het nie, pleeg 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens vyf-en-twintig pond, indien hy sy woon- of werkplek verander het en versuim om binne 14 dae vanaf die datum van elke sodanige verandering aan die klerk van die hof wat voornoemde vennis geveld of bevel uitgevaardig het by skriflike kennisgewing die nuwe woon- of werkplek volledig en juis mee te deel.

Eiser.

(of persoon wat die Klerk van die Hof vergun ca namens hom op te tree.)

Adres \_\_\_\_\_

Posadres \_\_\_\_\_

## UITENGEWONE STAATSKOERANT, 18 MEI 1945.

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No. 53.—RECOVERY OF SMALL DEBTS: NOTICE UNDER SECTION 57 (1).  
(Heading.)

To : A.B.  
of \_\_\_\_\_ Plaintiff.  
and  
C.D.  
of \_\_\_\_\_ Defendant.

You are hereby notified that I have appointed \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ in the \_\_\_\_\_ noon for the hearing of the plaintiff's claim.

You should attend at the appointed time with your witnesses.  
(Conclusion.)

No. 54.—NOTICE OF ABANDONMENT OF PART OF CLAIM, ETC.  
(Heading.)

Take notice that the plaintiff (or, defendant) hereby abandons the undermentioned claim (or, exception, defence, as the case may be) set up by him in his summons (or, plea, reply, etc., as the case may be).

Particulars : \_\_\_\_\_  
(Conclusion.)

No. 55.—AGREEMENT NOT TO APPEAL.  
(Heading.)

We (the respective attorneys of), the abovenamed plaintiff and defendant, do hereby agree, under the provisions of section eighty-two of the Magistrates' Courts Act, 1944, that the decision of the above-named court in the abovenamed action shall be final.

(Conclusion.)

No. 56.—REQUEST TO INSPECT RECORD.  
Magistrate's Court,  
District of \_\_\_\_\_, 19\_\_\_\_\_

Space for Revenue Stamps.

I apply to inspect record No. \_\_\_\_\_  
(or if the applicant does not know the Registered No.)

I apply to inspect the record of the case between \_\_\_\_\_ Plaintiff,  
and \_\_\_\_\_ Defendant.

Search to begin with the month of \_\_\_\_\_, 19\_\_\_\_\_.  
(Signed)

(If the applicant is a party to the case, or the attorney of such a party, his capacity should be stated after his signature.)

## No. 57.—CRIMINAL RECORD BOOK.

Date of hearing and No. of case.	Name and description of accused.	Crime or offence charged.	Verdict and sentence.	Remarks.
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## No. 58.—OATH OF OFFICE OF SHORTHANDWRITER.

I, A.B., do swear that I will faithfully, accurately, and to the best of my ability take down in shorthand, as directed by the judicial officer, the proceedings in any case in which I may be employed thereto as an officer of the court and that I will similarly when required so to do transcribe the same or any other notes taken by any officer of the court.

Sworn before at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
Judicial Officer.

No. 59.—CERTIFICATE OF CORRECTNESS OF RECORD.  
(Heading.)

I, \_\_\_\_\_ Clerk of this Court (or Shorthand Writer of this Court) do hereby certify and declare that the foregoing notes are a true record of the proceedings in this action and of all evidence received by the said court.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
Clerk of the Court.  
(or Shorthand Writer.)

## SECOND ANNEXURE

- Table A.—Costs.
- Table B.—Messengers' Fees.
- Table C.—Assessors' Fees.
- Table D.—Court Fees.

No. 53.—INVORDERING VAN KLEIN SKULDE:  
KENNISGEWING INGEVOLGE ARTIKEL 57 (1).  
(Opskrif.)

Aan : A.B.  
van \_\_\_\_\_ Eiser,  
C.D.  
van \_\_\_\_\_ en Verweerde.

U word hierby in kennis gestel dat ek die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_, om \_\_\_\_\_ in die middag vasgestel het vir die verhoor van die eiser se eis.

U behoort op die vasgestelde tyd met u getuies teenwoordig te wees.  
(Slot.)

No. 54.—KENNISGEWING VAN AFSTANDDOENING VAN GEDEELTE VAN EIS, ENS.  
(Opskrif.)

Neem kennis dat die eiser (of verweerde) hierby afstand doen van ondervermelde eis (of ekspsie, verweer, na gelang van die geval) wat deur hom in sy dagvaarding (of verweerskrif, repliek, ens., na gelang van die geval) aangevoer is.

(Slot.)

No. 55.—OOREENKOMS OM NIE TE APPELLEER NIE.  
(Opskrif.)

Ons (die onderskeie prokureurs van) bogenoemde eiser en verweerde kom hierby ooreen, ingevolge die bepaling van artikel twee-en-tigtyv van die Magistraatshouwewet, 1944, dat die beslissing van bogenoemde hof in bogenoemde aksie 'n eindbeslissing sal wees.

(Slot.)

No. 56.—VERSOEK OM NOTULE IN TE SIEN.  
Magistratshof,  
Distrik \_\_\_\_\_ 19\_\_\_\_\_

Ruimte vir Inkomstoseëls.

Ek doen aansoek om notule No. \_\_\_\_\_ in te sien (of, indien die geregistreerde nommer nie aan die applikant bekend is nie).

Ek doen aansoek om die notule van die saak tussen \_\_\_\_\_ Eiser  
en \_\_\_\_\_ Verweerde in te sien.

Moet nagespoor word vanaf die maand \_\_\_\_\_ 19\_\_\_\_\_.  
(Onderteken)

(Indien die applikant 'n party in die saak is, of die prokureur van so 'n party, moet sy hoedanigheid na sy handtekening vermeld word.)

## No. 57.—REGISTER VAN STRAFSAKE.

Datum van verhoor en nommer van saak.	Naam en beschrywing van beskuldige.	Misdadig waarvan aangekla.	Uitspraak en vonnis.	Opmerkings.
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## No. 58.—AMPSEED VAN SNELSKRYWER.

Ek, A.B., sweer dat ek getrou, noukeurig en na die beste van my vermoë die verrigtinge in snelskrif sal notuleer, soos deur die regterlike amptenaar gelas, in enige saak waarin ek daartoe in diens geneem is as 'n beampete van die hof, en dat ek insgelyks, wanneer van my vereis word sulks te doen, sodanige notule of enige ander aantekeninge deur enige beampete van die hof, sal oor-kryf.

Beëdig voor my te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_.  
Regterlike Amptenaar.

No. 59.—SERTIFIKAAT VAN JUISTE VERSLAG.  
(Opskrif.)

Ek, \_\_\_\_\_ Klerk van hierdie Hof (of Snelskywer van hierdie Hof), sertifiseer en verklaar hierby dat voorgaande aantekenings 'n juiste verslag is van die verrigtinge in hierdie aksie, en van al die getuenis wat in genoemde hof afgelo is.

Gedagteken te \_\_\_\_\_ op hede die \_\_\_\_\_ dag van \_\_\_\_\_ 19\_\_\_\_\_.  
Klerk van die Hof (of Snelskywer).

## TWEEDIE AANHANGSEL.

- Tabel A.—Koste.
- Tabel B.—Bodelone.
- Tabel C.—Gelde van Assessore.
- Tabel D.—Hofgelde.

## TABLE A.

## Costs.

1. (1) Save as provided in (2), (3) and (4) costs shall be taxed on the ordinary scale.

(2) When the amount in dispute exceeds £25 but does not exceed £50, costs shall save as provided in (3) hereof be taxed on higher Scale A.

(3) When the court has made an order under sub-rule 49 (7) awarding costs on a higher scale, costs shall be taxed on the scale mentioned in such order.

(4) When the amount in dispute exceeds £50, costs shall be taxed on higher Scale B.

(5) Where the amount in dispute is not apparent on the face of the proceedings, costs shall be computed at the lower rate; but the court may, on the application of either party, assess the amount in dispute.

2. For the purpose of computing costs, the expression "amount in dispute" shall mean, where costs are awarded to the plaintiff, the amount or value of the judgment; where costs are awarded to the defendant, the amount or value of the claim; in each case inclusive of interest, but exclusive of costs.

3. Costs taxable under sub-rule 49 (19) shall be deemed to have been awarded under a judgment for the amount paid into court or a judgment in terms of the settlement as the case may be.

4. Claims for ejectment shall be computed at two months' rent of the premises.

5. The rate at which costs are computed shall not be increased by reason of any claim for confirmation of any interdict or other interlocutory order.

6. Fees to counsel shall be allowable on taxation only in cases falling within the provisions of paragraph 1 (2), (3) or (4), and may not be so allowed unless payment of them is vouched by the signature of counsel.

7. Where the amount allowed for an item is specified, the amount is inclusive of all necessary copies, attendances and services (other than services through the messenger) in connection therewith.

8. Where the amount allowed for an item is left blank—

- (a) the drawing of documents shall be allowed at 2s. for each folio;
- (b) copies for filing and service shall also be allowed;
- (c) service shall be allowed at 2s. 6d. for each necessary service;
- (d) where any document appears to the court to be unnecessarily prolix, the court may disallow all or any part of the charge therefor.

9. A folio is 100 written or printed words or figures. Four figures shall be reckoned as one word.

10. Where a charge is allowed for copying or perusing, it shall where not otherwise provided for, be 6d. per folio.

11. Where there are more defendants than one, 2s. 6d. shall be added for each of the items Nos. 1, 2, 9, 14, 38, 53, 66, 67, 69, 71 and 72.

12. Where the judgment is payable by instalments, whether in terms of the judgment or in terms of a garnishee order attaching future earnings in satisfaction of the judgment, the fees shall be taxable immediately the judgment is given or order made but shall be recoverable only on the payment of each instalment. Five (5) per cent. shall be allowed as a fee for collection on each instalment.

13. "Demand" means a notice in writing to the debtor from the creditor sent to the debtor in one or other of the manners provided for service of process (including registered post, without restriction as to locality or postal address) demanding payment of the debt within a reasonable time thereafter, whether such demand was or was not required by law before action.

14. The clerk of the court shall on taxation disallow any charge unnecessarily incurred.

## Undefended Actions.

1. Summons (inclusive of demand)—	£ s. d.
(a) If claim does not exceed £10.....	0 10 0
(b) If claim exceeds £10.....	1 0 0

## 2. Judgment—

- (a) If claim does not exceed £10..... 0 7 6
- (b) If claim exceeds £10..... 0 10 0

NOTE.—Where the matter in issue exceeds £50 the fees under 1 and 2 shall be increased by one-fourth for every £50 or part of £50 exceeding the first £50.

£ s. d.
3. Notice under sub-rule 16 (3) or (4)..... 0 5 0
4. Affidavit..... 0 5 0
5. Attending court when claim referred to court for judgment..... 0 10 0

NOTE.—The amount of fees allowable under items 3, 4 and 5 shall without taxation be included in the amount of the costs for which judgment is entered.

## TABEL A.

## Koste.

1. (1) Behoudens die bepalings van (2), (3) en (4) hiervan, word koste volgens die gewone skaal getaksseer.

(2) Wanneer die bedrag in geskil meer as £25, maar nie meer as £50 is nie, word die koste, behoudens die bepalings van (3) hiervan, volgens die hoër skaal A. getaksseer.

(3) Wanneer die hof 'n bevel gegee het kragtens subreël 49 (7) waarby koste volgens 'n hoër skaal toegeken word, word die koste getaksseer volgens die skaal in sodanige bevel vermeld.

(4) Wanneer die bedrag in geskil meer is as £50 word die koste volgens die hoër skaal B. getaksseer.

(5) Wanneer die bedrag in geskil nie uit die stukke blyk nie, word koste teen die laer tarief bereken, dog op aansoek van een van die twee partye kan die hof die bedrag in geskil vasstel.

2. Vir doeleindes van kostberekening beteken die uitdrukking "bedrag in geskil", wanneer koste aan die eiser toegeken word, die bedrag of waarde van die vonnis; wanneer koste aan die verweerde toegeken word, die bedrag of waarde van die eis; in iedere geval met inbegrip van rente, maar niet met uitsnijding van koste.

3. Koste wat takseerbaar is kragtens subreël 49 (19) word geag toegeken te gewees het ingevolge 'n vonnis vir die geregtelik inbetaalde bedrag, of 'n vonnis ooreenkomsdig die skikking, na gelang van die geval.

4. Eise vir ontruiming word bereken teen twee maande huur van die perseel.

5. Die tarief waarvolgens koste bereken word, word nie verhoog ter oorsake van enige eis vir bekragting van 'n interdict of ander tussenbevel nie.

6. Honoraria aan advokate word by taksasie alleen toegestaan in gevalle wat binne die bepalings van paragraaf 1 (2), (3) of (4) hiervan val en word nie aldus toegestaan nie, tensy die betaling daarvan deur die handtekening van die advokaat bevestig word.

7. Wanneer die bedrag, toegestaan vir 'n item, aangegee word, sluit die bedrag alle nodige afskrifte, opwagtings en dienste (behalwe dienste deur bemiddeling van die bode) in verband daarmee in.

8. Wanneer die bedrag, toegestaan vir 'n item, oopgelaat is—

- (a) word vir die opstel van dokumente 2s. vir elke folio toegestaan;
- (b) word afskrifte vir opberg en diening ook toegestaan;
- (c) word vir diening 2s. 6d. vir elke noodsaklike diening toegestaan;
- (d) wanneer volgensoordeel van die hof 'n dokument onnodig wydlopig is, kan die hof die hele bedrag daarvoor bereken, of 'n gedeelte daarvan, afwyss.

9. 'n Folio bestaan uit 100 geskrewe of gedrukte woorde of syfers. Vier syfers word vir een woord gereken.

10. Die gelde toegestaan vir die maak van afskrifte of vir deurlees, indien geldie toegestaa word, is waar geen andersuidende bepalings dienaangaande bestaan nie, 6d. per folio.

11. Indien daar meer as een verweerde is, word 2s. 6d. bygevoeg vir elkeen van die items Nos. 1, 2, 9, 14, 38, 53, 66, 67, 69, 71 en 72.

12. Wanneer die vonnis in paaiemende betaalbaar is, hetsy ooreenkomsdig die vonnis of kragtens 'n skuldbeslagorder op toekomstige verdienste ter voldoening aan die vonnis, is die gelde takseerbaar sodra die vonniss gevel of die bevel gegee is, maar is alleen invorderbaar by betaling van elke paaiement. Vyf (5) persent word toegestaan as invorderingsgeld op elke paaiement.

13. "Aanskrywing" beteken 'n skriftelike kennisgewing aan die skuldenaar deur die skuldeiser gestuur aan die skuldenaar op een of ander van die wyse voorgeskryf vir diening van 'n prosesstuk (met inbegrip van geregistreerde pos, sonder beperking wat betref die plek of posadres) waartu betaling van 'n skuld binne 'n redelike tyd daarna geëis word, onverskillig of sodanige aanskrywing voor die aksie deur die wet vereis was of nie.

14. By taksasie moet die klerk van die hof alle koste wat onnodig gemaak is, afwyss.

## Onbestrede aksies.

1. Dagvaarding (met inbegrip van aanskrywing):—	£ s. d.
(a) As eis nie meer as £10 bedra nie.....	0 10 0
(b) As eis meer as £10 bedra.....	1 0 0

## 2. Vonnis :—

- (a) As eis nie meer as £10 bedra nie..... 0 7 6
- (b) As eis meer as £10 bedra..... 0 10 0

LET WEL.—Wanneer die saak in geskil meer is as £50 word die geldie onder 1 en 2 vermeerder met een vierde vir elke £50 of gedeelte van £50 bo die eerste £50.

3. Kennisgewing ingevolge subreël 16 (3) of (4)..... 0 5 0

4. Beëdigde verklaring..... 0 5 0

5. Verskyning in hof wanneer eis na hof verwys is vir vonnis 0 10 0

LET WEL.—Die bedrag van die geldie wat ingevolge items 3, 4 en 5 toegestaan kan word, word sonder taksasie ingesluit by die bedrag van koste waarvoor vonnis aangeteken word.

*Defended Actions.*

Item.	Ordinary Scale.	Higher Scale.	
		A.	B.
6. Instructions to sue or defend...	£ s. d. 0 5 0	£1 to £2 £ s. d. 0 10 0	£1 to £3 £ s. d. 0 10 0
7. Instructions on commission de bene esse...	0 5 0	0 10 0	0 5 0
8. Demand...	0 5 0	0 5 0	0 5 0
9. Summons...	0 15 0	1 0 0	1 5 0
10. Appearance...	0 5 0	0 5 0	0 5 0
11. Notice under sub-rule 16 (3) or (4)	0 5 0	0 5 0	0 5 0
12. Claim in reconviction...	0 10 0	0 15 0	0 15 0
13. Plea...	0 15 0	1 0 0	1 5 0
14. Reply...	0 5 0	0 7 6	0 10 0
15. Request for further particulars...	0 5 0	0 5 0	0 5 0
16. Further particulars...	—	—	—
17. Consent to adjournment or extension of time...	0 5 0	0 5 0	0 5 0
18. Attendance applying for costs on discontinuance...	0 10 0	0 10 0	0 10 0
19. Schedule of documents and affidavit...	—	—	—
20. Production of documents for inspection...	0 5 0	0 5 0	0 5 0
21. Inspecting documents...	0 7 6	0 7 6	0 7 6
22. Subpoena (not more than one for each four witnesses summoned)	0 5 0	0 5 0	0 5 0
23. Each copy for service...	0 1 0	0 1 0	0 1 0
24. Notice to produce...	0 5 0	0 5 0	0 5 0
25. Affidavit (other than of discovery)	0 5 0	0 5 0	0 5 0
26. Interrogatories...	—	—	—
27. Taking proof of witness (each)	0 5 0	0 10 0	0 10 0
28. Notice of trial or reinstatement	0 5 0	0 5 0	0 5 0
29. Preparing for trial (if counsel not employed)...	1 0 0	3 0 0	5 0 0
30. Attending Court when action on roll for trial but adjourned...	0 10 0	0 10 0	0 10 0
31. Attending Court on trial or at examination on commission (for each two hours or part of two hours for one day)—	—	—	—
(a) where counsel not employed...	0 15 0	1 11 6	2 2 0
(b) where counsel employed	—	0 15 0	0 15 0
32. Attending a pre-trial conference...	0 10 0	0 15 0	1 0 0
33. Attending Court to hear reserved judgment...	0 10 0	0 10 0	0 10 0
34. Letters, etc...	0 10 0	1 0 0	1 0 0
35. Agreement not to appeal...	0 5 0	0 5 0	0 5 0

*Exceptions and Motions to Strike Out.*

	£ s. d.
36. Instructions...	0 5 0
37. Particulars of exception, or motion to strike out...	0 5 0
38. Notice of set-down...	0 5 0
39. Attending court on hearing...	0 10 0

**NOTE.**—The court may on application made at the hearing allow instead of the fee prescribed in item 39 fees for preparation and attendance at hearing not exceeding those which if the proceeding had been a trial would have been allowable under items 29 and 31.

*Applications for Summary Judgment.*

	£ s. d.
40. Application and affidavit (or copy of liquid document) including all necessary copies and services and attendance at first hearing...	1 0 0
41. Attendance at any subsequent hearing...	0 10 0
<i>Interlocutory Application.</i>	
42. Instructions...	0 5 0
43. Application...	0 5 0
44. Service (each)...	0 2 6
45. Attending on hearing...	0 10 0

*Arrest, Interdict, Administration, Ex Parte and Garnishee Orders and Proceedings under Section sixty-five of the Act.*

	£ s. d.
46. Instructions...	0 5 0
47. Affidavit...	0 5 0
48. Attendance applying ex parte...	0 5 0
49. Ex parte order...	0 2 6
50. Copy order and affidavit for each service...	0 2 6
51. Instructions to show cause against...	0 5 0
52. Perusing documents served...	0 5 0
53. Notice of application to show cause and service (if necessary)...	0 5 0
54. Attendance on hearing—	—
(a) If contested (hearing fee as on the trial of an action).	—
(b) If uncontested...	0 10 0

*Interpleader Summons.*

	£ s. d.
55. Instructions...	0 5 0
56. Summons (if not sued out by the messenger)...	0 5 0
57. Copies for service (each)...	0 2 6
58. Affidavits...	0 5 0
59. Perusing affidavits...	0 5 0
60. Attending court on return of summons...	0 10 0
61. Attending court on trial of interpleader issue (hearing fee as on the trial of an action).	—

*Bestredre akties.*

Item.	Gewone skaal.*	Hoër skaal.	
		A.	B.
6. Instrukties om te dagvaar of te verdedig...	£ s. d. 0 5 0	£1 tot £2 £ s. d. 0 10 0	£1 tot £3 £ s. d. 0 10 0
7. Instrukties by rokatore kommissie...	0 5 0	0 5 0	0 5 0
8. Aauskrywing...	0 15 0	1 0 0	1 5 0
9. Dagvaarding...	0 5 0	0 5 0	0 5 0
10. Verskyning...	—	—	—
11. Kennisgewing kragtens Subreël 16 (3) of (4)...	0 5 0	0 5 0	0 5 0
12. Eis in reconviction...	0 10 0	0 15 0	0 15 0
13. Verweerskrif...	0 15 0	1 0 0	1 5 0
14. Repliek...	0 5 0	0 7 6	0 10 0
15. Versoek om nadere besonderhede...	0 5 0	0 5 0	0 5 0
16. Nadere besonderhede...	—	—	—
17. Toestemming tot verlenging of verlenging van tyd...	0 5 0	0 5 0	0 5 0
18. Verskyning om aansoek doen om koste by staking...	0 10 0	0 10 0	0 10 0
19. Lys van dokumente en beeldige verklaring...	—	—	—
20. Oorlegging van dokumente vir insae...	0 5 0	0 5 0	0 5 0
21. Insae van dokumente...	0 7 6	0 7 6	0 7 6
22. Subpoena (nie meer as een vir elke vier gedagvaarde getuies)...	0 5 0	0 5 0	0 5 0
23. Elke afskrif vir diening...	0 1 0	0 1 0	0 1 0
24. Kennisgewing om oor te le...	0 5 0	0 5 0	0 5 0
25. Beeldige verklaring (behalwe die van ooplegging)...	0 5 0	0 5 0	0 5 0
26. Vraagpunte...	—	—	—
27. Afneem van verklarings van getuies (elke)...	0 5 0	0 10 0	0 10 0
28. Kennisgewing van verhoor of herstel...	0 5 0	0 5 0	0 5 0
29. Voorbereiding vir verhoor (as advokaat nie verskyne nie)...	1 0 0	3 0 0	5 0 0
30. Verskyning in hof watting aksie op rol vir verhoor geplaas is maar verdaag word...	0 10 0	0 10 0	0 10 0
31. Verskyning in hof tydens verhoor of by onderzoek op kommissie (vir elke twee nur of gedeelte daarvan op een dag)—	—	—	—
(a) Wanneer advokaat nie verskyne nie...	0 15 0	1 11 6	2 2 0
(b) Wanneer advokaat verskyne...	—	0 15 0	0 15 0
32. Verskyning by voorverhooronderhou...	0 10 0	0 15 0	1 0 0
33. Verskyning in hof om voorhoude vnuus te hoor...	0 10 0	0 10 0	0 10 0
34. Briefe, ens...	0 10 0	1 0 0	1 0 0
35. Oorentoms om nie te appelleer nie...	0 5 0	0 5 0	0 5 0

*Eksepsies en mosies vir deurhaling.*

	£ s. d.
36. Instrukties...	0 5 0
37. Besonderhede van eksepsie of mosie om deur te haal...	0 5 0
38. Kennisgewing dat saak op rol geplaas is...	0 5 0
39. Verskyning in hof by verhoor...	0 10 0

**LET WEL.**—Op aansoek, gedoen by die verhoor, kan die hof, in plaas van die geldie in item 30 voorgeskrif, geldie toestaan vir voorbereiding en verskyning by die verhoor wat nie meer is as die wat toelaatbaar sou gewees het ingevolge items 29 en 31, as die verrigtinge 'n verhoor was.

*Aansoeke om summiere vonnis.*

	£ s. d.
40. Aansoek en beeldige verklaring (of afskrif van likwide dokument) met inbegrip van alle nodige afskrifte en dienings, en verskyning by eerste verhoor...	1 0 0
41. Verskyning by 'n latere verhoor...	0 10 0

*Tussenzaansoek.*

	£ s. d.
42. Instrukties...	0 5 0
43. Aansoek...	0 5 0
44. Diening (elk)...	0 2 6
45. Verskyning by verhoor...	0 10 0

*Arres, interdik, administrasie-, ex parte en skuldbeslagbevele en verrigtinge ingerolwe artikel vyf-en-sestig van die wet.*

	£ s. d.
46. Instrukties...	0 5 0
47. Beeldige verklaring...	0 5 0
48. Verskyning by doen van <i>ex parte</i> aansoek...	0 5 0
49. <i>Ex parte</i> bevel...	0 2 6
50. Afskrif van bevel en beeldige verklaring vir elke diening	0 2 6
51. Instrukties om gronde aan te voer teen...	0 5 0
52. Deurlees van gediende dokumente...	0 5 0
53. Kennisgewing van aansoek om gronde aan te voer en diening (indien nodig)...	0 5 0
54. Verskyning by verhoor:	—
(a) Indien bestrede (verhoorgelde dieselfde as dié vir verhoor van 'n aksie).	—
(b) Indien onbestrede...	0 10 0

*Tussenpleide dagvaarding.*

	£ s. d.
55. Instrukties...	0 5 0
56. Dagvaarding (as dit nie deur die bode uitgeneem word nie)...	0 5 0
57. Afskrifte vir diening (elk)...	0 2 6
58. Beeldige verklarings...	0 5 0
59. Deurlees van beeldige verklarings...	0 5 0
60. Verskyning in hof op dienende dag van dagvaarding	0 10 0
61. Verskyning in hof by verhoor van tussenpleide geskil (verhoorgelde dieselfde as dié vir verhoor van 'n aksie)	—

## GOVERNMENT GAZETTE EXTRAORDINARY, 18 MAY 1945.

*Application to Review Judgment or Order.*

	£	s.	d.
62. Instructions and searching record.....	0	10	0
63. Application and service.....	0	10	0
64. Instructions to oppose.....	0	5	0
65. Attending court on hearing—	0	10	0
(a) If uncontested.....			
(b) If contested (hearing fee as on the trial of an action). . . . .			

*Taxation of Costs.*

	£	s.	d.
66. Bills of costs.....	0	5	0
67. Notice of taxation and service.....	0	3	0
68. Attending taxation, on each £ or part of £ allowed.....	0	1	0
69. Notice of application for review of taxation and service.....	0	3	0
70. Attending on review of taxation.....	0	5	0

*Execution.*

	£	s.	d.
71. Issue of warrant of execution, ejectment, arrest, delivery up of possession, etc. (inclusive fee covering any re-issues).....	0	7	6
72. Security for restitution, where necessary.....	0	10	0

*Where Counsel is Employed.*

	£	s.	d.
73. Instructions on exception.....	1	0	0
74. Instructions on trial.....	1	0	0
75. Drawing brief on exception.....	0	10	0
76. Drawing brief on trial.....	2	0	0

*Fees to Counsel.*

	£	s.	d.
77. With brief to argue exception.....	3	3	0
NOTE.—The court may on request made at the hearing allow a fee not exceeding six guineas if it considers the higher fee warranted.			
78. With trial brief, not to exceed.....	5	5	0
79. In any court held more than 20 miles from the nearest town where a provincial or local division (other than a Circuit Court) of the Supreme Court sits or more than 5 miles from the nearest railway station, there may be allowed, by special order of the court, a travelling fee (in addition to the fee on brief) not exceeding.....	3	3	0
80. On consultation on trial, if the fee was marked on the brief when delivered and the consultation was necessary.....	1	1	0
81. For every day exceeding one on which evidence is taken or arguments heard a refresher not exceeding.....	3	3	0
82. Where trial is adjourned upon payment of the costs of the day, as part of such costs (only by the party requesting such adjournment).....	1	1	0
83. Drawing pleadings.....	1	1	0

NOTE.—Where costs are taxed on the higher Scale B, items 78, 80 and 81 shall be raised to £10. 10s. 0d., £2. 2s. 0d., and £7. 7s. 0d. respectively.

## TABLE B.

*Tariff for the Messenger of the Court.*

	£	s.	d.
1. (1) Service (or attempted) of summons, subpoena, notice, order, or other document not being a document mentioned in item 2. (To include registration and return).....	0	3	0
(2) Notification in accordance with sub-rule 3 (5) to a party who has sued out process.....	0	1	0
2. (1) Travelling allowances: three shillings per hour for the first hour and five shillings for every additional hour or part thereof.			
(2) (a) Unless the railway is the least expensive mode of travelling which circumstances permit, consistent with due expedition, six miles shall be allowed to the hour.			
(b) If the railway is the least expensive mode of travelling which circumstances permit, consistent with due expedition, there shall be allowed the time occupied by the fastest train between the two stations concerned, plus one hour for every six miles between the place of service and the nearest station and plus, further, one hour.			
(3) The magistrate of any district may with the approval of the Minister substitute for the travelling allowance prescribed in sub-paragraph (2) of this paragraph a fixed charge for the service of any process at a stated distance from the court-house provided that such charge shall not exceed the allowance prescribed in the said sub-paragraph.			
3. For the execution of any warrant, interdict or garnishee order—	0	10	6
(a) This fee shall, in all cases, include registration and return and notice to the party issuing; and shall be payable by the execution creditor on the lodgment of the process with the messenger, provided that—			
(i) if the warrant, interdict or order be withdrawn before execution or attempted execution the fee shall be.....	0	1	6
(ii) if there be no attachment under a writ of execution and a return of nulla bona be made the fees shall be .....	0	8	0

*Aansoek om hersiening van vonnis of bevel.*

	£	s.	d.
62. Instruksies en insae van stukke in sask.....	0	10	0
63. Aansoek en diening.....	0	10	0
64. Instruksies om te bestre.....	0	5	0
65. Verskyning in hof by verhoor :—			
(a) Indien onbestred.....			
(b) Indien bestred (verhoorgelde dieselfde as dié vir verhoor van 'n akse).....			

*Taksasie van koste.*

	£	s.	d.
66. Kosterekening.....	0	5	0
67. Kennisgewing van taksasie en diening.....	0	3	0
68. Verskyning by taksasie vir elke £1 of deel van 'n £1 toegestaan.....	0	1	0
69. Kennisgewing van aansoek om hersiening van taksasie en diening.....	0	3	0
70. Verskyning by hersiening van taksasie.....	0	5	0

*Tenuitvoerlegging.*

	£	s.	d.
71. Uitreiking van lasbrief vir eksekusie, ontruiming, arres, inbesitstelling, ens. (gelde waarby alle ingereken is ter dekking van alle heruitrekings).....	0	7	6
72. Sekerheidstelling vir restitusie, indien nodig.....	0	10	0

*Wanneer 'n advokaat verskyn.*

	£	s.	d.
73. Instruksies by eksepsie.....	1	0	0
74. Instruksies by verhoor.....	1	0	0
75. Opstel van opdrag by eksepsie.....	0	10	0
76. Opstel van opdrag by verhoor.....	2	0	0

*Honorarium aan advokaat.*

	£	s.	d.
77. Met opdrag om eksepsie te bepleite.....	3	3	0
LET WEL.—Die hof kan op versoek gedaan word dat die honoraarium van hoogstens ses ghienies toestaan as hy die hoër bedrag as geregtig beskou.			

	£	s.	d.
78. Met opdrag vir verhoor, hoogstens.....	5	5	0
79. In 'n hof wat gehou word meer as 20 myl vanaf die naaste dorp waar 'n provinsiale of plaaslike afdeling van die Hooggeredehof (behalwe 'n Rondgaande Hof) sitting hou, of meer as 5 myl vanaf die naaste spoorwegstasie, kan 'n reistoelae op spesiale las van die hof, toegestaan word benewens die honorarium by opdrag van hoogstens	3	3	0
80. By konsultasie by verhoor, as die honorarium op die opdrag aangeteken was toe dit afgelêer is en die konsultasie nodig was.....	1	1	0
81. Vir elke dag meer as een waarop getuenis afgeneem word, of argumente gehoor word, 'n ekstra honorarium van hoogstens.....	3	3	0

	£	s.	d.
82. Wanneer die verhoor verdaag word by betseling van die dag se koste, as deel van sodanige koste (slegs deur die party wat sodanige verdagting aanvra).....	1	1	0
83. Opstel van pleitskrifte.....	1	1	0
LET WEL.—Waar koste volgens die hoër skaal B. getaks word, moet items 78, 80 en 81 tot onderskeidelik £10. 10s. 0d., £2. 2s. 0d. en £7. 7s. 0d. verhoog word.			

## TABEL B.

*Tarief vir die geregsbode.*

	£	s.	d.
1. (1) Diening (of gepoogde diening), van dagvaarding, subpoena, kennisgewing, bevel of ander dokument, behalwe 'n dokument wat in item 3 genoem word (met inbegrip van registrasie en relaas).....	0	3	0
(2) Kennisgewing ooreenkomsig subreel 3 (5) aan 'n party wat 'n prosesstaaf uitgeneem het.....	0	1	0
2. (1) Reistoelae : Drie sjellings per uur vir die eerste uur en vyf sjellings vir elke verdere uur of gedeelte daarvan.			
(2) (a) Tensy die spoorweg die goedkoopste vervoermiddel is wat onder die omstandighede verenigbaar is met behoorlike spoed, word 6 myl per uur toegelaat.			
(b) Indien die spoorweg die goedkoopste vervoermiddel is wat onder die omstandighede verenigbaar is met behoorlike spoed, word die tyd wat deur die vinnigste trein tussen die twee betrokke stasies in beslag geneem word, toegestaan, plus een uur vir elke 6 myl tussen die dieningsplek en die naaste stasie, en plus nog 'n uur.			
(3) Die magistraat van 'n distrik kan, met goedkeuring van die Minister, die reistoelae in sub-paragraaf (2) van hierdie paragraaf voorgeskryf, vervang deur 'n bepaalde bedrag vir die diening van 'n prosesstuk op 'n vermelde afstand van die hofgebou: met dien verstande dat sodanige bedrag nie meer is nie as die toelae in genoemde sub-paragraaf voorgeskryf.			
3. Vir die tenuitvoerlegging van 'n lasbrief, interdik of skuldbeslagorder.	0	10	6
(a) Hierdie bedrag sluit in alle gevalle registrasie in, asook relaas en kennisgewing aan die party wat dit uitneem, en is betaalbaar deur die eksekusiekundie by indiening van die prosesstuk by die bode, met dien verstande dat—			
(i) as die lasbrief, interdik of bevel ingetrek word voor tenuitvoerlegging of gepoogde tenuitvoerlegging, die bedrag die volgende is....	0	1	6
(ii) as daar geen beslaglegging kragtens 'n lasbrief vir eksekusie is nie, en 'n relaas van nulla bona gedoen word, die bedrag die volgende is.....	0	5	0

## UITENGEWONE STAATSKOERANT, 18 MEI 1945.

II

and the difference between either such fee and the amount paid on lodgment shall be refunded by the messenger to the execution creditor.	£ s. d.	en die verskil tussen van sodanige bedrae en die bedrag hy indiening betaal, deur die bode aan die eksekusieskuldeiser terugbetaal moet word.	£ s. d.
(b) Where the process is one of arrest or ejectment, a further fee of 10s. 6d. shall be paid after execution for each person beyond one named in the process and in fact arrested, or for each person beyond one named or referred to in the process of ejectment and in fact ejected from separate premises.	(b) As die prosesstuk vir arres of ontruiming is, moet 'n verdere bedrag van 10s. 6d., na die tenutvoerlegging betaal word ten opsigte van elke persoon bo een in die prosesstuk genoem wat in werklikheid gearresteer is, of ten opsigte van elke persoon bo een in die prosesstuk vir ontruiming genoem of na wie daarin verwys word, wat in werklikheid uit 'n afsonderlike perseel gesit is.	0 2 6	0 2 6
4. (1) Inventory, per 100 words or part thereof.....	0 2 6	4. (1) Inventaris, per 100 woede of gedeelte daarvan..	0 2 6
(2) Additional copy for every judgment debtor beyond one, if actually made, at half the above rate.		(2) Addisionele afskrif vir elke vonnisskuldenaar bo een, as dit in werklikheid gemaak is, teen helfte van bogenoemde tarief.	
5. Security bond.....	0 10 0	5. Borgakte.....	0 10 0
6. (a) Possession per day or part thereof to be reckoned from the hour at which the attachment actually took place to the hour at which possession was given up or removal took place.....	0 7 6	6. (a) Besit, per dag of gedeelte daarvan, word bereken vanaf die uur waarop die beslaglegging werklik plaasgevind het tot die uur waarop teruggetree is uit die besit of verwydering plaasgevind het.... Ook reistoelae : met inbegrip van losies in iederoor geval.	0 7 6
Also travelling allowances : to include board in every case.		(b) Indien op lewende hawe beslag gelê is, word slegs die nodige onkoste om die diere op te pas en te onderhou toegestaan.	
(b) If live stock is attached, only the necessary expenses of herding and preserving the stock shall be allowed.		(c) Indien die goedere verwyder en geberg word, word alleen die verwyderings- en bergingskoste toestaan.	
(c) If the goods are removed and stored only the cost of removal and storage shall be allowed.		7. Opstel van kennisgewing van verkoop.....	0 2 0
7. Drawing advertisement for sale.....	0 2 0	8. Indien 'n lasbrief vir eksekusie of 'n skuldbeslagorder by vertoning ten volle van gedeeltelik betaal word, of op gelde beslag gelê word by eksekusie teen roerende goed, 1 persent van die bedrag wat aldus betaal is van waarop aldus beslag gelê is.	
8. Where a warrant of execution or garnishee order is paid in full or in part on presentation or moneys are attached in execution against movables, 1 per cent. on the amount so paid or attached.		9. Indien die lasbrief vir eksekusie ingetrek word, of die skuldenaar se boedel gesekwestreer word na beslaglegging, maar voor verkoop, 1 persent van die waarde van die goedere onder beslag.	
9. Where the warrant of execution is withdrawn or the debtor's estate is sequestered after attachment, but before sale, 1 per cent. on the value of the goods attached.		10. Indien die lasbrief vir eksekusie teen roerende goed gevolg word deur verkoop, 2½ persent van die behaalde bedrag wat nie meer is as die bedrag van die vonnisskulle en koste nie.	
10. Where the warrant of execution against movables is completed by sale, 2½ per cent. on the amount (not exceeding the amount of the judgment debts and costs) realised.		11. Wanneer op onroerende goed ter eksekusie beslag gelê is en dit nie verkoop word nie as gevolg van die intrekking van die lasbrief óf deurdat die boedel van die eksekusieskuldeisaar gesekwestreer is, is die onkoste in verband met die poging om te verkoop en die bedrag van £1. 1s. 0d. betaalbaar aan die bode of aan die persoon wat inderdaad gemagtig was om as afslaer op te tree, na gelang van die geval.	
11. When immovable property has been attached in execution and is not sold, either by reason of the warrant having been withdrawn, or of the estate of the execution debtor having been sequestered, the expenses in connection with the attempted sale and the sum of £1. 1s. 0d. shall be payable to the messenger or to the person in fact authorised to act as auctioneer as the case may be.		12. Wanneer eksekusie teen onroerende goed deur verkoop gevolg is, word die volgende afslaegele op die opbring van die verkoop toegestaan :—	
12. When an execution against immovable property is completed by sale the following auctioneer's fees shall be allowed on the proceeds of the sale :—		(a) Indien die bode as afslaer opgetree het, 1 persent.	
(a) if the messenger acted as auctioneer, 1 per cent.		(b) As 'n afslaer in diens geneem is volgens voorskrif van sub-réel 40 (9) :—	
(b) if an auctioneer is employed as provided by sub-rule 40 (9) :—		(i) 2 persent aan die afslaer en	
(i) to the auctioneer 2 per cent., and		(ii) ½ persent aan die bode.	
(ii) to the messenger ½ per cent.		13. Benewens die gelde by items Nos. 9 tot 12 toegestaan, word die bedrag toegestaan wat in werklikheid en redelikerwyse deur die bode of dié in diens nome afslaer uitbetaal is vir drukwerk, advertensie en bekendmaking van 'n verkoop of voorgenome verkoop in eksekusie.	
13. In addition to the fees allowed by Items Nos. 9 to 12, there shall be allowed the sum actually and reasonably paid by the messenger or the auctioneer employed for printing, advertising and giving publicity to any sale or intended sale in execution.		14. (1) Reistoelae is nie betaalbaar nie tensy dit nodig is vir die bode om meer as twee myl van die hofgebou te gaan.	
14. (1) Travelling allowance shall not be payable unless it is necessary for the messenger to go more than two miles from the court-house.		(2) Indien dit vir die bode nodig is om verder as sodanige afstand te gaan ten einde 'n ampsplig te vervul, is die voorgeskrewe reistoelae betaalbaar vir die heen- en terugreis, en word dit bereken vanaf die hofgebou van die distrik waarvoor die bode aangestel is.	
(2) Where it is necessary for the messenger to go more than such distance in order to discharge any official duty, the travelling allowance prescribed shall be payable for going and returning, and shall be calculated from the court-house of the district for which the messenger is appointed.		(3) Reistoelae omvat alle onkoste wat op reis gemaak is, bv. vir treinkaartjies.	
(3) Travelling allowance includes all the expenses incurred in travelling, e.g., train fare.		(4) Reistoelae word bereken op die grondslag dat die bode die goedkoopste vervoermiddel gebruik het wat onder die omstandighede vereenbaar is met behoorlike spoed.	
(4) Travelling allowance shall be calculated on the basis that the messenger has used the least expensive mode of travelling which the circumstances permit consistent with due expedition.		(5) Reistoelae word bereken volgens elke afsonderlike diening behalwe dat, wanneer meer as een diening gedoen word op dieselfde rit, die afstand na die eerste plek van diening slegs eenmalig in rekening gebring word, en gelyk verdeel word oor die onderskeie dienings, en die afstand van die eerste plek van diening na die ander plekke eweneens gelyk verdeel word oor die ander dienings.	
(5) Travelling allowance shall be calculated on each separate service, except that, where more services than one may be done on the same journey, the distance to the first place of service may be brought into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services.		(6) Reistoelae word nie bereken nie tensy die bode in werklikheid noodsaklikerwys die betrokke afstand gereis het.	
(6) Travelling allowance may not be charged unless the messenger has, in fact, necessarily travelled the distance in question.		(7) Wanneer dit vir die bode nodig is om iemand onder arres oor 'n afstand te vervoer, word enige reistoelae wat aan die bode betaalbaar is ten opsigte van daardie gedeelte van sy reis waarop hy deur so iemand vergesel was, verdubbel.	
(7) When it is necessary for a messenger to convey any person under arrest from any distance, any travelling allowance payable to the messenger in respect of that portion of his journey in which he was accompanied by such person shall be doubled.		(8) Indien van die dienste van 'n Indiërs- of naturelle-onderbode gebruik gemaak word, is die reistoelae een-derde van dié wat in die tarief aangegeven word.	
(8) Where an Indian or native deputy-messenger is employed, the travelling allowance shall be one-third of that specified in the tariff.		(9) Die bepalings van sub-paragraaf (2), (3), (4), (5), (6) en (8) van hierdie paragraaf is nie van toepassing nie indien 'n spesiale tarief van reistoelae in enige distrik deur die magistraat volgens voorskrif van paragraaf 2 (3) van hierdie Tabel ingestel is.	
(9) The provisions of sub-paragraphs (2), (3), (4), (5), (6) and (8) of this paragraph shall not apply when a special tariff of travelling allowances has in any district been substituted by the magistrate as provided in paragraph 2 (3) of this table.		15. (1) „Besit“ beteken werlike liggaamlike besit deur 'n persoon in diens van die bode en deur hom betaal, wie se enigste werk asdan is om op die perseel waar op die goedere beslag gelê is, te bly, en wat in werklikheid in besit bly vir die tydperk waarvoor besit bereken word.	
15. (1) "Possession" means actual physical possession by a person employed and paid by the messenger, who sole work for the time being is to remain on the premises where the goods have been attached, and who, in fact, remains in possession for the period for which possession is charged.		(2) „Verwyderingskoste“ beteken die bedrag in werklikheid en noodsaklikerwys uitbetaal.	
(2) "Cost of removal" means the amount actually and necessarily disbursed.		(3) „Bergingskoste“ beteken die bedrag in werklikheid en noodsaklikerwys vir bering uitbetaal, as die goedere by 'n derde persoon geborg is, of, as die bode die bergplek verskaf het, sodanige bedrag as wat billikerwys in die gewone loop van besigheid toegestaan sou kon geword het as die goedere by 'n derde persoon geberg was.	
(3) "Cost of storage" means the amount actually and necessarily paid for storage if the goods were stored with a third person or, if the messenger provided the storage, then such an amount as would fairly be allowable in the ordinary course of business if the goods were stored with a third person.		16. Indien die bode in besit is kragtens meer as een lasbrief vir eksekusie, kan hy vir slegs een besit geldie bereken, en sodanige besit moet, sover doenlik, pro rata oor die onderskeie lasbriewe verdeel word; maar ieders eksekusieskuldeiser is gesamentlik en afsonderlik aanspreeklik vir sodanige besit tot 'n bedrag van hoogstens dié wat veruskuld sou gewees het ingevolge sy eksekusie, as dit die enigste was.	
16. Where the messenger is in possession under more than one warrant of execution, he may charge for only one possession, and such possession shall, as far as possible, be apportioned pro rata to several warrants; but each execution creditor shall be jointly and severally liable for such possession to an amount not exceeding what would have been due under his execution if it had stood alone.			

17. Fees payable on the value of goods attached or on the proceeds of the sale of goods in execution shall not be chargeable on such value or proceeds so far as they are in excess of the amount of the warrant.  
 18. In addition to the fees prescribed, the messenger shall be entitled to charge the amount of postage paid by him.  
 19. The messenger's fees and expenses of a garnishee order shall be added to the amount to be recovered under the order, and shall be chargeable against the judgment debtor.

TABLE C.  
*Fees to Assessors.*

1. For every attendance when the case is wholly or partially heard, £1. 1s. 0d. for each hour or part of an hour of such attendance, but not to be less than £3. 3s. 0d. or more than £5. 5s. 0d. for every such attendance.  
 2. For every attendance when the case is not heard but is postponed or settled, at the above rate, but the minimum to be £1. 1s. 0d.  
 3. Attendances to be reckoned from the hour for which the assessor is summoned to the hour at which judgment is given or reserved, or to the hour at which the assessor is expressly released by the court from further attendance, whichever shall be the earlier.  
 4. When the case is adjourned, postponed, or settled, attendances to be reckoned from the hour for which the assessor is summoned to the hour at which the case is adjourned, postponed, or settled or to the hour at which the assessor is expressly released by the court from further attendance, whichever shall be the earlier.  
 5. An assessor who has neither a residence nor a place of business within three miles of the court-house shall also be entitled to a travelling allowance at the rate of one shilling a mile for each journey actually and necessarily taken between the court-house and his residence or place of business.

TABLE D.  
*Tariff of Court Fees.*

No.	Document.	Amount
		£ s. d.
1.	Summons commencing an action:— (1) (a) On each £25 or part of £25 of the amount of the claim or the value of the matter in dispute where such value is stated in the summons..... (b) Otherwise.....	0 1 0 0 2 0
	(2) On each claim for ejectment or for confirmation of an interdict or other interlocutory order. To be calculated on each claim in the summons, but not upon any but the largest of any alternative claims.	0 2 0
2.	Statement of particulars of a claim in reconviction: fees as on a summons commencing an action	0 1 0
3.	Any other summons except an interpleader summons at the instance of the messenger.....	0 1 0
4.	Notice of application (other than an application for summary judgment).....	0 1 0
5.	Order made ex parte.....	0 2 6
6.	Subpoena.....	0 1 0
7.	Notice of withdrawal, discontinuance or abandonment of and claim or defence.....	0 1 0
8.	Request for judgment in an undefended action:— The same fees were required on the summons commencing the action	0 1 0
9.	Notice of application for summary judgment:— Double the fees which were required on the summons commencing the action	0 1 0
10.	Notice of set down of exception or motion to strike out.	0 1 0
11.	Notice of trial of any defended action:— (1) As regards any part of the claim not in dispute, fees at the same rate as required on the summons commencing the action. (2) As regards any disputed part of the claim, fees at three times the rate required on the summons commencing the action; and also fees similarly calculated upon the claim in reconviction (if any)	0 1 0
12.	Notice of restatement of any action application or matter postponed sine die.....	0 1 0
13.	Warrant for the execution of any judgment, decree or order.....	0 1 0
14.	Security bond, other than security de restituendo.....	0 2 6
15.	Notice of appeal.....	0 7 6
16.	Request to inspect any record:— (a) if the number of the record is given..... (b) if the number of the record is not given, for every month required to be searched.....	0 1 0 0 1 0
17.	Request for a copy of a record to be made by the clerk of the court:— (a) for the first 100 words..... (b) for each additional 100 words or part thereof.	0 1 0 0 0 6
18.	For examining and certifying any copy of a record, for each 100 words but not to be less than 1s. in any case.....	0 0 3
19.	Bills of costs:— On each £1 or part of £1 allowed.....	0 0 6
20.	For the use of the services of the official interpreter for each fifteen minutes or fraction thereof during the interpreter's attendance in court, unless the interpretation was needed in one of the official languages and was for use of the court.....	0 1 0

1. (1) Anything to the contrary in the Stamp Duties and Fees Act 1911, notwithstanding, a notice of trial shall be received although the stamps required for any claim in reconviction be not affixed thereto; but no such claim in reconviction shall be tried until the stamps due thereon have been affixed.

(2) A clerk of the court who has omitted to take any such fees shall be liable to pay and make good the amount thereof to the Treasury.

2. (1) Where any dispute arises between the clerk of the court and any person desiring to lodge any document as to whether the document is or is not sufficiently stamped, the question shall be referred to the magistrate, who shall decide the same in a summary manner.

(2) The magistrate's decision shall be final for the purpose of the action or matter in respect to which such document is lodged and shall discharge the clerk of the court from any responsibility under clause 1 (2) hereof; but such decision shall be without prejudice to any other rights of any person interested.

3. No charge shall be made for the inspection of the record of any case on the business day next succeeding the day on which judgment was delivered in such case nor to any party to any case at any time before judgment or within seven days after judgment.

17. Gelde wat op die waarde van die goedere onder beslag of op die opbrings van 'n verkoop van goedere in oksekusie betaalbaar is, word vir sover sodanige waarde of opbrings meer is as die bedrag op die lasbrief, nie op sodanige waarde of opbrings bereken nie.

18. Benewens die voorgeskrewe gelde, is dio bode geregtig om die bedrag deur hom aan posgeld betaal in rekening te bring.

19. Die bode se lone en onkoste by tenuitvoerlegging van 'n skuldbeslagorder word by die bedrag gevoeg wat kragtens die order verhaal moet word, en kan teen die vounisskuldelaar in rekening gebring word.

TABEL C.  
*Gelde aan assesore.*

1. Vir elke bywoning waarby die saak in sy geheel of gedeeltelik verhoor word, £1. 1s. 0d. vir elke uur of gedeelte van 'n uur van sodanige bywoning, maar nie minder as £3. 3s. 0d. of meer as £5. 5s. 0d. vir iedere sodanige bywoning nie.

2. Vir elke bywoning waarby dio saak nie verhoor maar uitgestel of geskil word, teen bogenoemde tarief, maar met 'n minimum van £1. 1s. 0d.

3. Bywonings word bereken vanaf die uur waarvoor die assessor opgeroep word tot die uur waarop die saak uitgestel, verdaag of geskil word, of tot die uur waarop die assessor uitdruklik deur die hof vrygestel word van verdere bywoning, watter van die twee ook al eerste plaasvind.

4. Wanner die saak verdaag, uitgestel of geskil word, moet die bywoning bereken word vanaf die uur waarvoor die assessor opgeroep is tot die uur waarop die saak uitgestel, verdaag of geskil word, of tot die uur waarop die assessor uitdruklik deur die hof vrygestel word van verdere bywoning, watter van die twee ook al eerste plaasvind.

5. 'n Assessor wat nog 'n woonplek nog 'n besighedsplek binne drie myl van die hoofgebou het, is ook geregtig op 'n reistoele teen die tarief van een sjeling per myl vir elke rit wat hy werklik en noodsaaklike wyse afle tussen die hoofgebou en sy woonplek of besighedsplek.

TABEL D.  
*Tarief van hoofgeld.*

No.	Dokument.	Bedrag.
		£ s. d.
1.	Dagvaarding waardeur aksie begin word:— (1) (a) Vir elke £25 of gedeelte van £25 van die bedrag van die eis of die waarde van die saak in geskil, as sodanige waarde in die dagvaarding vermeld word..... (b) Anders..... (2) Vir elke eis vir ontruiting of vir bekratiging van 'n interdict of ander tussenbevel..... Word bereken op elke eis in die dagvaarding maar alleen op die grootste van alternatiewe eise.	0 1 0 0 2 0 0 2 0
2.	Opgawe van besonderhede van 'n eis in rekonvensie: gelde dieselfde as by 'n dagvaarding waardeur aksie begin word	0 1 0
3.	Enige ander dagvaarding behalwe 'n tussenpleitdagvaarding op versoek van die bode.....	0 1 0
4.	Kennisgewing van aansoek (behalwe 'n aansoek om summiere vonnis).....	0 1 0
5.	Bevel ex parte gegee.....	0 2 6
6.	Subpoena.....	0 1 0
7.	Kennisgewing van terugtrekking, staking of afstanddoening van 'n eis van verwerf.....	0 1 0
8.	Versoek om vonnis in 'n onbestredie aksie: dieselfde gelde as dié wat by die dagvaarding waardeur aksie begin is. vereis was	0 1 0
9.	Kennisgewing van aansoek om summiere vonnis: dubbel die gelde wat by die dagvaarding waardeur die aksie begin is, vereis was	0 1 0
10.	Kennisgewing dat eksepsie of mosie om deur te haal op die rol geplaas is.....	0 1 0
11.	Kennisgewing van verhoor van 'n bestredie aksie:— (1) Wat betref enige gedeelte van die eis wat nie in geskil is nie, gelde teen dieselfde tarief as wat vereis was by die dagvaarding waardeur die aksie begin is. (2) Wat betref enige gedeelte van die eis wat in geskil is, gelde teen driekeer die tarief wat vereis was by die dagvaarding waardeur die aksie begin is; asook gelde op dieselfde wyse bereken op die eis in rekonvensie (as daar een is)	0 1 0
12.	Kennisgewing van herstel van enige aksie, aansoek of saak wat uitgestel is sine die.....	0 1 0
13.	Lasbrief vir tenuitvoerlegging van 'n vonnis of bevel.....	0 1 0
14.	Akte van borgtoog, behalwe borgtoog de restituendo.....	0 2 6
15.	Kennisgewing van appèl.....	0 7 6
16.	Versoek om notule in sil:— (a) Indien die nommer van die notule aangegee word. (b) Indien die nommer van die notule nie aangegee word nie, vir elke manier wat nagegaan moet word.....	0 1 0 0 1 0
17.	Aanvraag om 'n afskrif van 'n stuk wat deur die Klerk van die Hof gemaak moet word:— (a) Vir die eerste 100 woorde..... (b) Vir elke verdere 100 woorde of gedeelte daarvan	0 1 0 0 0 6
18.	Vir die insien en certifiseer van 'n afskrif van 'n stuk, vir elke 100 woorde maar in geen geval minder as 1s. nie	0 0 8
19.	Kostrekening: vir elke £1 of gedeelte van £1 toegestaan	0 0 6
20.	Vir gebruik van die dienste van die amptelike tolk, vir elke vyftien minute of gedeelte daarvan gedurende die tolk se verskyning in die hof, tensy die tolking nodig was in een van die amptelike tale en vir gebruik van die hof was.....	0 1 0

1. (1) Nietoestaande andersluidende bepalings in die "Zegelwet, 1911", word 'n kennisgewing van verhoor aangeneem al is die seels wat vereis word ten opsigte van 'n eis in rekonvensie nie daarop geplak nie; maar geen sodanige eis in rekonvensie word verhoor nie alvorens die seels ten opsigte daarvan verskuldig aldus daarop geplak is.

(2) 'n Klerk van die hof wat versuim om sodanige geld te in, kan verplig word om die bedrag daarvan by die Tresourie in te betaal.

2. (1) Indien 'n geskil ontstaan tussen die klerk van die hof en iemand wat 'n dokument wil indien betreffende die vraag of die dokument van voldoende seels voorsien is of nie, moet die vraag na die magistraat verwys word, en hy moet dit op 'n summiere wyse beslis.

(2) Die magistraat se beslissing is vir die doeleindes van die aksie of saak in verband waarmee sodanige dokument ingediend word, 'n eindbeslissing, en stel die klerk van die hof vry van enige aanspreklikheid ingevolge klousule 1 (2) hiervan; dog sodanige beslissing doen geen afbreuk aan enige ander regte van 'n belanghebbende persoon nie.

3. Geen geldie word bereken vir die insien van die stukke van 'n saak op die eersvolgende besigheidsdag na die dag waarop vonnis in sodanige saak geveld is nie, en ook nie teen 'n party in 'n saak te eniger tyd voor vonnis of binne sewe dae na vonnis nie.