

SOUTH AFRICA / JUDGMENT

L.V v G.J.V (661/2020) [2022] ZAFSHC 165 (1 July 2022)

[2022] ZAFSHC 165**COURT**

Free State High Court, Bloemfontein

BEFORE

De Kock

CASE / FILE NUMBER

661/2020

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Source record**IN****THE HIGH COURT OF SOUTH AFRICA****(FREE****STATE DIVISION, BLOEMFONTEIN)****Case****no. 661/2020****Reportable:**

YES/NO

Of

Interest to other Judges: YES/NO

Circulate

to Magistrates: YES/NO

In

the matter between:

L[....]

V[....] Plaintiff

and

G[....]

J[....] V[....]

Defendant

CORAM: DE

KOCK, AJ

HEARD

ON: 8

JUNE 2022

JUDGMENT

BY: DE KOCK, AJ

DELIVERED:

This Judgment was handed down electronically by circulation to the parties' representatives by e-mail and released to SAFLII.

The date and time for handing down is deemed to be 13h00 on 1 July 2022.

INTRODUCTION:

- [1] The Plaintiff and the Defendant reached an agreement regarding the minor children's primary place of residence, contact with the minor children, guardianship of the minor children, the calculation of the accrual and lastly the division of assets. The latter was encapsulated in a Draft Order which was made an Order of Court at the conclusion of the trial, whilst the Court granted a Decree of Divorce.
- [2] The only outstanding issues that stands to be adjudicated are the Plaintiff's claim for personal maintenance, the Plaintiff's claim for maintenance in respect of the minor children and lastly, the costs of the action which includes the cost occasioned because of the postponement of the action on the 23rd November 2021.
- [3] The parties' Counsels filed Heads of Argument in respect of the outstanding issues that stands to be adjudicated.

THE PLAINTIFF'S CLAIM FOR PERSONAL MAINTENANCE:

- [4] In the Plaintiff's particulars of claim the Plaintiff claimed payment of maintenance in the amount of R30 000.00 (thirty thousand rand) per month until death, remarriage, or co-habitation with another man. Further the Plaintiff also claimed that the Defendant be held liable for reasonable medical expenses until her death, remarriage, or co-habitation with another man. In terms of the Court Order dated 19 March 2022 made in terms of the Rule 43 application brought by the Plaintiff, the Defendant was ordered to pendente lite pay the Plaintiff's short-term insurance, cellphone contract and medical aid. The latter was not varied by the Court Order dated the 3rd of March 2022, which was made in terms of a Rule 43(6) application brought by the Defendant.
- [5] In the Heads of Argument filed on behalf of the Plaintiff, the Plaintiff claims payment of maintenance in the amount of R2 500.00 per month until the Plaintiff's death, remarriage or co-habitation with another man whichever event may occur first, alternatively, rehabilitative maintenance in an amount and for a period which this Court may deem reasonable. The Defendant disputes the Plaintiff's entitlement to personal maintenance.

APPLICABLE LEGAL PRINCIPLES:

- [6] In the matter of Ocean Accident and Guarantee Corporation Ltd v Koch 1963 (4) SA 147 (A), it was held that the Plaintiff bears the onus to prove her claims against the Defendant on a balance of probabilities.
- [7] Section 7(1) of the Divorce Act 70 of 1979 (“the Act”) determines as follows:
- “[1] A Court granting a Decree of Divorce may in accordance with a written agreement between the parties make an order with regard to the division of assets of the parties or the payment of maintenance by the one party to the other.” (own emphasis)*
- [8] Section 7(2) of the Act determines as follows:
- “[2] In the absence of an order made in terms of subsection (1) with regard to the payment of maintenance by the one party to the other, the Court may having regard to (a) the existing or prospective means of each of the parties; (b) their respective earning capacities; (c) financial needs and obligations; (d) the age of each of the parties;*
- (e) the duration of the marriage;
- (f) the standard of living of the parties prior to the divorce; (g) the conduct insofar as it may be relevant to the breakdown of the marriage, an order in terms of subsection (3) and (h) and any other factor which in the opinion of the Court should be taken into account, make an order which the Court finds just in respect of the payment of maintenance by the one party to the other party for any period until the death or remarriage of the party in whose favour the order is given, whichever event may first occur.”
- [9] In the matter of Grasso v Grasso 1987 (1) SA 48 (C) the Court held that no one factor is more important than the others, as follows:
- “In setting forth, in Section 7(2) of the Divorce Act, 1979, the various factors to which the Court is to have regard when considering the payment of maintenance upon divorce, no particular stress was laid on anyone or more of these factors, and they are not listed in any particular order of importance or of greater or lesser relevance. The proper approach, it seems to me, is to consider each case on its own merits in light of the facts and circumstances peculiar to it and with regard to those factors set out in the particular section of the Divorce Act – which list of factors is clearly not exhaustive of what the Court is to have regard to in deciding what maintenance (if any) is to be paid upon divorce by the one spouse to the other, for the Court is free to have regard to any other factor which, in its opinion ought to be taken into account in coming to a fair and just decision.”*
- [10] In Rousalis v Rousalis 1980 (3) SA 447 (C) it was held that the wife of longstanding, who has assisted her husband materially in building up his separate estate, would be entitled to far more by way of a maintenance order than one who has merely shared her husband’s bed and attended to normal household chores for a few years.
- [11] Satchwell, J stated in Botha v Botha 2009 (3) SA, Section 7(2) of the Divorce Act confers discretion upon the Court to make a maintenance order in favour of one of the spouses against the other.

- [12] In *Kroon v Kroon* 1986 (4) SA 616 (E) it was held that no maintenance will be awarded to a woman who can support herself, that the prospects of employment for an unqualified woman in her middle 40's are depressing, and that rehabilitative maintenance may be awarded to middle-aged women who have for years devoted themselves full-time to the management of the household and the care of the minor children.
- [13] In *Kooverjee v Kooverjee* 2006 (6) SA 127 (C), it was held that it was in the best interest of the children as well as entirely reasonable that the Defendant should continue to fulfil her role of primary caregiver of the children and that she therefore works only part-time. The Defendant would not, as long as she was the primary caregiver be able to expand her business and consequently to increase her income. As such she required financial assistance in order to enable her, in the long run, to devote more time to her business, especially after the children became self-supporting. The ultimate goal of rehabilitative maintenance was the financial self-sufficiency of the Claimant's spouse. In the present matter the self-sufficiency of the Defendant would be achieved by awarding maintenance to her in an amount which reduced over time until it disappeared completely when the children became self-supporting, and she was able to work full-time. Of necessity the award would have to be for a period longer than the customary eighteen
- (18) months. That in the exercise of its discretion to take into account any other factor which it considered relevant, the Court would take into account the respective dishonesty and honesty of the Plaintiff and Defendant with the Court.
- [14] Upon perusal of the provisions of Section 7(2) of the Divorce Act, this Court finds it inevitable to consider the jurisdictional factors set out thereat.

THE EXISTING OR PROSPECTIVE MEANS OF EACH OF THE PARTIES:

- [15] The parties were married on 9 October 2004 and there are four (4) children born from the marriage, ages 16, 16, 13 and 11 respectively. The parties had lived in various towns in the past. The parties had lived in K[...] from 2006 to 2016 where they at first jointly conducted the Bernina branch in K[...] for approximately six
- (6) months before the Defendant found alternative employment and the Plaintiff conducted the business on her own. She eventually moved the business to the parties' home. The parties moved to M[...] in 2016, so that the Defendant could pursue a career opportunity with Barloworld. The Defendant was working for Barloworld in M[...]2. The Plaintiff's business suffered because of the move, and she took time before re-establishing her business in M[...]. Whilst the Defendant was working in M[...]2, he would be away from home for three (3) months at a time, with two (2) weeks in between when he was home.
- [16] Following an attempted suicide the Plaintiff moved to B[...] to be closer to her support structure. The Plaintiff's average monthly income in B[...] with her embroidery business amounts to R7 759.30 (seven thousand seven hundred and thirty-nine rand thirty cents).

- [17] The Plaintiff does not have any sustainable investments and assets which she can liquidate to become self-supporting. By agreement between the parties the Plaintiff will receive an amount of R2333 330.00. She testified that it is her intention to purchase a new sewing machine to the value of approximately R50 000.00 (fifty thousand rand) and to invest the remaining balance. It is submitted on behalf of the Plaintiff that the Plaintiff can invest the amount of R150 000.00 (one hundred and fifty thousand rand) at an interest rate of 5% then she will receive an additional income in the amount of R625.00 (six hundred and twenty-five rand) per month.
- [18] The Plaintiff is 40-years old while she has completed a secretarial course as well as one-year diploma in human recourse management, she still requires three more years studies to qualify herself in this regard. The Plaintiff's employment experience is limited because she was a secretary for a brief period prior to her marriage and thereafter she engaged in a Bernina business until she started rendering embroidery services. The Plaintiff attended interviews but did not obtain employment.
- [19] In this matter it cannot be said that the Plaintiff as a wife of longstanding had merely shared the Defendant's bed and kept house. The Plaintiff invested a huge amount of time in supporting the Defendant to relocate from town to town to enable the Defendant to advance his career path. The Plaintiff during the subsistence of the marriage cared for the minor children which was also to the benefit of the Defendant, who did not have to pay for caretaking services and who had the benefit of his children being properly cared for. The Defendant's business interest was effectively limited during the subsistence of the marriage. The Plaintiff has primarily taken care of the minor children's daily needs and continues to do so. The Plaintiff and the Defendant has four (4) children who according to the Plaintiff suffers from dyslexia. The Defendant disputed this allegation. It is however not disputed that the children are enrolled in M[....]

School which according to the Plaintiff's uncontested evidence caters for children diagnosed with dyslexia. Logically if the children were not handicapped there would be no need to enrol them in this particular school and as such there is no objective evidence to reject the Plaintiff's evidence in this regard.

- [20] The Plaintiff testified that she must collect the minor children and assist them with their homework because they require assistance. The Plaintiff testified that she works in the mornings, collects the minor children in the afternoon whereafter she assists them with their homework and feeds them. Whether the children suffer from dyslexia or not, they still require assistance as was the position during the subsistence of the marriage. If someone else is appointed to look after the children, the costs according to the Plaintiff would amount to R6 000.00 (six thousand rand) per month. If it is accepted that the Plaintiff can earn a salary of R10 000.00 (ten thousand rand) as a junior secretary, then she will only have R4 000.00 (four thousand rand) available to maintain herself. The Plaintiff's mother cannot assist in

caring for her children because she also has her own business.

- [21] The Court finds that the Plaintiff's decision to divide her time between her business and the children is reasonable and in the best interest of the minor children. The Court is evenly of the view that the Plaintiff's decision to not be formally employed but to render embroidery services is reasonable, this was the position during the existence of the marriage and more importantly it is ultimately in the best interest of the minor children.
- [22] As the Plaintiff has in the past and at the present been the primary caregiver it is not in the best interest of the children to alter the status quo.
- [23] By the time the children are self-supporting the Plaintiff would be in her late 40's early 50's and it is unlikely that she will then find any meaningful employment to become self-sustainable. The Court is therefore of the view that she has no other viable option than to remain in the embroidery industry. The Plaintiff conceded that the business was still young and that it is still expanding and testified that she intends to buy a new sewing machine. There is thus potential that with time the Plaintiff's business will expand.
- [24] The Defendant's existing and expected means and earning capacity is substantially better than that of the Plaintiff. The Defendant has years of experience in his field of work and in the past managed to find lucrative employment opportunities. According to the Defendant's evidence he will inherit a farm and he intends to become a farmer, while his current income amounts to R56 947.14 (fifty-six thousand nine hundred and forty-seven rand fourteen cents) per month. The latter amount comprises of the Defendant's salary in the amount of R44 500.00 (forty-four thousand five hundred rand) and rental income from his property in the amount of R12 447.14 (twelve thousand four hundred and forty-seven rand fourteen cents). The Defendant also has a property in M[....]. According to the latest bank statements the Defendant's income will be slightly higher because during March 2022 and April 2022 the Defendant has not received a salary in the amount of R44 500.00 (forty-four thousand five hundred rand) but rather the amounts of R50 356.15 (fifty thousand three hundred and fifty-six rand fifteen cents) and R52 004.84 (fifty-two thousand and four rand eighty-four cents) respectively.

THE PARTIES' RESPECTIVE FINANCIAL NEEDS AND OBLIGATIONS:

- [25] The Plaintiff testified that her and the minor children's monthly expenses consists of the following:

25.1 Rent in the amount of R7 700.00

25.2 Water and electricity –

R1 600.00

25.3 Groceries – R4 000.00

25.4 Meat, fish, and chicken –

R1 500.00

25.5 Fruit and vegetables –

R 800.00

25.6 Bread and milk and daily purchases –

R1 000.00

25.7 Cleaning materials –

R 350.00

25.8 Clothing for the Plaintiff –

R 650.00

25.9 Clothing for the minor children –

R 750.00

25.10 Pharmacy and toiletries for the Plaintiff and
the minor children –

R1 000.00

25.11 Medical aid for the Plaintiff –

R1 274.00

25.12 Fuel – R3 500.00

25.13 Motor vehicle maintenance –

R 400.00

25.14 Cell phone – R

600.00

25.15 Wi-Fi – R

650.00

25.16 School clothing for the four (4) minor children – R2 000.00

25.17 School expenses and stationery – R

450.00

25.18 School outings –

R 400.00

TOTAL

R28 624.00

[26] According to the Defendant's evidence the Defendant considers the following expenses as unreasonable and set the following amounts forth as reasonable amounts:

26.1 School clothing

R 800.00

26.2 School stationery

R 100.00

26.3 Groceries R

2 500.00

26.4 Clothing for the Plaintiff

R 200.00

26.5 Toiletries R 500.00

TOTAL R 4100.00

[27] As the proposed deductions are taken into consideration the Plaintiff and the minor children's expenses amounts to an amount of R24 524. If the Plaintiff's monthly income of R7 759.30 is taken into consideration the Plaintiff and the minor children's shortfall amounts to R16 764.70. Even if interest received on the part of the money that the Plaintiff intends to invest is considered the Plaintiff and the minor children will still have a shortfall.

[28] According to the Defendant he has a monthly shortfall of R14 223.30 (fourteen thousand two hundred and twenty-three rand thirty cents).

[29] The Defendant's monthly expenses according to the Defendant are the following:

29.1 Bank charges

R 316.00

29.2 Cartrack

R 133.05

29.3 Insurance – Santam

R 3 174.18

29.4 Insurance – Hollard R

1 560.47

29.5 Home loan R	
9 177.16	
29.6 Cellular phone	
R 188.99	
29.7 Data and airtime R	
1 082.00	
29.8 Wesbank – motor vehicle R	
7 806.87	
29.9 Property tax R	
2 555.26	
29.10 Rental R	
5 000.00	
29.11 FNB R	
600.00	
29.12 Credit card – ABSA Bank R	
2 250.00	
29.13 School fees – children R	
4 488.00	
29.14 Medical aid – Bonitas R	
6 352.00	
29.15 Pharmacy expenses not paid by medical aid R	
1 500.00	
29.16 Petrol to get to work	
R11 094.25	
29.17 Groceries	
R 1 500.00	
29.18 Maintenance for the minor children R	12 000.00
TOTAL	

R 71 170.17

- [30] The shortfall has however been calculated on the Defendant's salary as being R44 500.00 (forty-four thousand five hundred rand). As already stated in this Judgment during the last two months the Defendant received higher salaries. During the Defendant's evidence it became apparent that some of the expenses has fallen away for instance the credit card debt in the amount of R2250.00 while the costs in respect of FNB in the amount of R600.00 (six hundred rand) can also be terminated by closing the account. The Court is of the view that it is more important for the Defendant to comply with his maintenance obligations than to at this stage pay the insurance premiums of R3 174.18 (three thousand one hundred and seventy-four rand eighteen cents) and R1 560.47 (one thousand five hundred and sixty rand forty-seven cents).
- [31] Furthermore the amount of R11 094.25 for petrol (eleven thousand ninety-four rand twenty-five cents) can be minimized. The Defendant's inconvenience in having to wait for a lift after work certainly cannot get preference above his maintenance obligations. Furthermore, the Defendant has a property in M[...] which can be sold in order to comply with his maintenance obligations.

THE AGE OF THE PARTIES:

- [32] The Plaintiff is 40-years old whilst the Defendant is 41-years old.

DURATION OF THE MARRIAGE:

- [33] On 9 October 2022 the parties would have been married for a period of eighteen (18) years. For the greatest part of the marriage the Plaintiff placed her embroidery business on the back foot to support the Defendant in his career and to care for the children.

THE STANDARD OF LIVING PRIOR TO THE BREAK-UP:

- [34] Whilst the Defendant was in M[...]2, he earned a higher salary than he is currently earning. Therefore, the standard of living of the parties during his contract in M[...]2 cannot be the point of departure upon which the post-divorce standard of living is to be determined. The parties' standard of living has been regulated by the terms of the Rule 43(6) Order. In terms of the Rule 43(6) Order, the Defendant was obliged to contributed maintenance to the Plaintiff in the form of payment of medical aid, her short-term insurance, and her cell phone contract.

CONDUCT OF THE PARTIES:

- [35] In the Court's view it would be entirely wrong to lay any particular emphasis on the conduct of either of the parties as the primary and main reason for the breakdown of the marriage. They were both parties to what caused the breakdown of the marriage and in the Court's view the considerations of justice which must prevail in the determination of maintenance should not be affected either way in this regard. Both were to blame for the breakdown, for different reasons and the Court will err if the Court were to find that one or the other solely

caused the breakdown of the marriage.

OTHER FACTORS:

[36] The Rule 43(6) application was based on the allegation that the Defendant could no longer afford to comply with the Rule 43 Order. On 11 February 2022 and prior to the hearing of the Rule 43(6) application the Defendant received payment of the amount of R630 105.53 from his pension.

[40] Accordingly the entire basis for the Rule 43(6) application fell away because the Defendant received the necessary money to comply with the Rule 43 Order. Yet the Defendant failed to inform the Court. In this Court's view this constitutes a material non-disclosure

of the Defendant's financial position. The material non-disclosure was never properly explained during the trial and the fact that the payment was only made after having signed the affidavit is with respect of no consequence because this material fact should have been disclosed. During the evidence of the Defendant in reply the Court was not satisfied with the explanation that the Defendant was informed that no further affidavits may be filed. Even if it is accepted that this is indeed the true reason the Defendant should surely have placed the evidence before Court during evidence in chief or during cross-examination and not at the latest opportunity during reply. Evidence of this importance should have been placed before Court by way of a supplementary affidavit orally or at the very least in the form of a letter. Further affidavits may be filed with the leave of the Court if the interest of justice demands same.

[41] The Defendant paid R23 000.00 (twenty-three thousand rand) of his pension monies received from his employment in M[...]² towards maintenance and the remainder of the amount of R397 047.85 (three hundred and ninety-seven thousand forty-seven rand eighty-five cents) was paid towards a solar power system on his father's farm. The Defendant ostensibly considered this as an investment in his future because he will one day inherit the farm. The Court takes a dim view of the Defendant's decision in this regard. The Defendant should firstly have provided maintenance for his minor children and for his wife with whom he was married for a long period of time. Furthermore, the Defendant made payment in respect of legal costs in the amount of R50 356.50 (fifty thousand three hundred and fifty-six rand fifty cents) and R70 000.00

(seventy thousand rand). These monies could also have been adequately used to maintain the minor children and the Plaintiff.

[42] Furthermore the explanation that the Defendant was liable to pay his debt and liabilities does not survive legal scrutiny because he has a legal duty to maintain his children and to comply with Court orders.

[43] The Defendant further ostensibly has the necessary financial means to purchase an aeroplane ticket for him and his new girlfriend, but he then wants to advance to this Court that he cannot maintain his wife and children.

[44] The only inference that can be drawn is that the Defendant was not frank about his financial position with the Rule 43(6) application and as such doubt is cast on the truthfulness of the Defendant's evidence in this Court. As to the consequences of not being frank about one's financial position as was the Defendant, this is certainly relevant to the overall decision in favour of the Plaintiff.

[45] The Plaintiff made the necessary concessions and she agreed for instance that the average monthly income disclosed in the Rule 43(6) opposing affidavit in the amount of R7 364.38 (seven thousand three hundred and sixty four rand thirty eight cents) was calculated

by her attorney of record who relied upon her bank statements and that the aforementioned amount of money did not include cash payments and that lastly in determining the aforementioned average she used the full month of January 2022 although January 2022 has not yet ended when the calculation was done, resulting in the scenario where the average income would slightly be higher. The Plaintiff furthermore mentioned that prior to the trial she has perused her invoices and compared those amounts with the amounts recorded in the Rule 43(6) opposing affidavit and she disclosed the correct amounts which included all transactions.

[46] If these amounts are added and divided by the number of months it becomes apparent that the Plaintiff's average is an amount of R7 759.30 (seven thousand seven hundred and fifty-nine rand thirty cents) as opposed to R7 364.38 (seven thousand three hundred and sixty-four rand thirty-eight cents). The small difference of R394.92 (three hundred and ninety-four rand ninety-two cents) can surely not be described as a material discrepancy and be seen as conduct that is indicative of the Plaintiff of not being frank about her financial position.

CONCLUSION:

[47] In the Court's view taking all the factors into account and to effect fairness and justice between the parties there can be no question that the Plaintiff has established an entitlement to rehabilitative maintenance. The Court finds that an award of R2 000.00 (two thousand rand) per month for the period of eighteen (18) months will be just in the prevailing circumstances.

MAINTENANCE OF THE MINOR CHILDREN:

[48] Insofar as the maintenance of the minor children is concerned the Plaintiff claims an amount of R5 000.00 (five thousand rand) per month, per child as well as payment of the minor children's school fees and school expenses, medical aid and excess medical payments. In the Plaintiff's Heads of Argument the Plaintiff requests the Court to make an order in terms of which the Defendant is ordered to pay maintenance towards the Plaintiff in respect of the minor children in the amount of R3 000.00 (three thousand rand) per month, that the Defendant is ordered to retain the minor children as beneficiaries on his medical aid and to pay the monthly premiums as well as all reasonable and necessary medical expenses of the minor children that are not covered by the medical aid. Further the Plaintiff requests an order that the Defendant is ordered to pay the school fees of the minor

children. In terms of the orders made in regard to the Rule 43 application read together with the order made in terms of the Rule 43(6) application the Defendant was to date liable for payment of R12 000.00 (twelve thousand rand) maintenance towards the minor children, the children's school fees, monthly premiums in regard to the medical aid as well as reasonable medical expenses not catered for by the medical aid.

- [49] In the Defendant's Heads of Argument the following maintenance towards the minor children are tendered. A cash amount of R2 500.00 (two thousand five hundred rand) per child, per month, retaining the children on his medical aid, payment of the school fees of the minor children and payment of 50% of the medical expenses of the minor children not covered by the medical aid.
- [50] No substantial reasons have been advanced to order a lesser amount of maintenance than the amount that was ordered in the Rule 43(6) application.
- [51] The fact of the matter is that the minor children are indeed in need of maintenance in the amount of R3 000 per month, per child and the Defendant can afford to pay same as demonstrated in this

judgement.

- [52] In regard to the medical expenses the Court finds that it will not be a just order to order the Plaintiff to pay 50% of the medical expenses not paid by the medical aid. It is abundantly clear that the Plaintiff is not able to pay 50% of the medical expenses. Furthermore, no evidence has been placed before this Court to enable the Court to ascertain whether any of the medical expenses were indeed unreasonable. The Court is further of the view that if an order is made that the Defendant is liable for reasonable medical expenses not catered for by the medical aid, that the Plaintiff will

not have a carte blanche to incur unnecessary medical expenses.

COSTS:

- [53] As to costs there can be no doubt that the Defendant put the Plaintiff in the position where she had to proceed with a trial in order to succeed with her maintenance claims in regard to both herself and the minor children. At the end of the day the Court considered the Plaintiff to have been substantially successful in all her claims pertaining to maintenance which was a substantial matter hard fought by experienced Counsel.
- [54] In regard to the costs of the postponement of the action on the 23rd it is submitted on behalf of the Defendant that the Plaintiff alleged that she intended to conduct an investigation into the termination of the Defendant's employment in M[....]2 and that she advanced inadmissible hearsay evidence as to whether the Defendant's former colleagues were still employed in M[....]2 to support that application stating that she needed the opportunity to gather evidence and present it to the Trial Court in due course.

[55] It is further submitted on behalf of the Defendant that the investigation was either not done or was fruitless in that no evidence was presented at trial which was not available by the Plaintiff prior to the date of postponement. It is submitted on behalf of the Plaintiff that one of the reasons for the postponement was to investigate the termination of the Defendant's employment contract which according to the Defendant's attorney as set forth in a letter by the Defendant's attorney brought about by the fact that the employer withdrew from M[....]2. It is further submitted that it however now appears that there was merit in the Plaintiff's desire to investigate the same because the employer has not withdrawn, the employer is still in M[....]2, people are still employed in M[....]2 and the Defendant has neglected to call any witnesses to explain and correct the discrepancies between the letter written by his attorney of record and his own evidence. Taking all into consideration the Court is of the view that the just order would be to order the parties to pay their own costs in regard to the postponement.

[56] Accordingly the following orders are granted:

1. The Defendant is ordered and directed to pay rehabilitative maintenance towards the Plaintiff in the amount of R2 000.00 (two thousand rand) per month for a period of eighteen (18) months.
2. The Defendant is ordered to pay maintenance towards the Plaintiff in respect of the minor children in the amount of R3 000.00 (three thousand rand) per month, per child.
3. The Defendant is ordered to retain the minor children as beneficiaries on his medical aid and to pay the monthly premiums thereof.
4. The Defendant is ordered to pay all reasonable and necessary medical expenses of the minor children that are not covered by the Defendant's medical aid.
5. The Defendant is ordered to timeously pay the school fees of the minor children.
6. The Defendant is ordered to pay the costs of the action on a party and party scale.
7. Each party is ordered to pay their own costs in respect of the postponement on the 23rd of November 2021.

DE KOCK, A.J.

Appearances on behalf of the Plaintiff:

Counsel - Advocate JC Coetzer

Attorney

- RJ Britz, Honey Attorneys, Honey Chambers, Northridge Mall,
Kenneth Kaunda Drive, Bloemfontein.

Appearance on behalf of Defendant:

Counsel - Advocate Coertze

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Prepared on 10 October 2026 · Esheria