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**IN THE HIGH COURT OF SOUTH AFRICA,  
GAUTENG LOCAL DIVISION, JOHANNESBURG**

**Case Number: 31153/2017**

NOT REPORTABLE

NOT OF INTEREST TO OTHER JUDGES

NOT REVISED

**25 May 2021**

In the matter between:

**L[....], D[....]**

**Applicant**

And

**L[....], L[....] R[....]**

**Respondent**

**(born A[....])**

**JUDGMENT**

**Mdalana-Mayisela J**

(1) The applicant has brought an application in terms of rule 43 of the Uniform Rules of Court for interim relief, pending final determination of the opposed divorce action instituted by the respondent on 21 August 2017. The applicant seeks orders as follow. That the Contact and Parent Coordinator Agreement (“the Agreement”) be made an order of the Court; and that the respondent be ordered to pay costs of this application.

(2) The respondent is opposing the application and has filed a counter-application seeking orders in the following terms. That both parties shall remain co-holders of parenting responsibilities and rights in respect of the two minor children, subject to the minor children being primarily resident with the respondent and further subject to the applicant exercising reasonable rights of contact to the minor children; that the applicant shall exercise contact to the minor children having regard to their scholastic, social and sporting activities and routines; that the applicant shall not be under the influence of alcohol and shall not use alcohol for the duration of time spent with the minor children; that the applicant shall not carry a firearm or weapon on his person or have a firearm or weapon in his possession for the duration of the time spent with the minor children; that Heidi Reynolds be appointed as the parenting coordinator in this matter with powers and duties set out in annexure X; that the applicant pays maintenance to the respondent in the sum of R36 320.43 with effect from the 1<sup>st</sup> month following the granting of the divorce order and on the 1<sup>st</sup> day of each and every succeeding month; that the applicant shall pay the educational costs for the minor children including but not limited to the private school fees, uniform, books, stationery, outings, tours, extra lessons and remedial lessons; that the applicant shall be liable for 100% of the medical expenses of the minor children; that the applicant shall make an initial contribution towards legal costs of the respondent in the sum of R15,000.00; and that the applicant shall pay the costs of this application on an attorney-client scale. The applicant filed a sworn reply opposing respondent’s counter-application.

(3) At the commencement of the Court proceedings I admitted as evidence respondent’s supplementary affirmation dated 10 July 2020, applicant’s answering affidavit to respondent’s supplementary affirmation dated 31 July 2020, applicant’s further affidavit to the report of Brenda Anderson dated 1 December 2020 and respondent’s answering affirmation to applicant’s further affidavit dated 11 January 2021.

(4) The parties were married to each other on 3 April 2011 out of community of property, with the exclusion of accrual system and the marriage still subsists. Two minor children, a boy aged 7 years and a girl aged 5 years, were born from the marriage. The marriage between the parties has broken down irretrievably and they are involved in a contested divorce. The parties separated in September 2016. The respondent and the minor children moved out of their matrimonial home. It is common cause between the parties that at the

time this application was brought the applicant was not permitted full, unrestricted and unsupervised contact with the minor children. Mr David Barlin was mandated to supervise the contact between the applicant and the minor children.

(5) The applicant has sought to make a draft Contact and Parent Coordinator Agreement (“Annexure A”) an order of the Court. Annexure A was signed by the applicant but not signed by the respondent. The respondent contends that Annexure A is not the agreement between the parties and that this application is premature as she was still in the process of amending Annexure A. I cannot make Annexure A the order of Court because it does not comply with the prescribed formalities of a written agreement.

(6) The respondent has submitted a draft Parenting Plan and is asking that it be made the order of the Court. During the hearing of the application, Counsel for the applicant submitted that the applicant agrees to the contents of a draft Parenting Plan excluding clause 10.3. A draft Parenting Plan is signed by the respondent but not signed by the applicant. Section 34(1)(a) of the Children’s Act 38 of 2005 provides that a Parenting Plan must be in writing and signed by the parties to the agreement. The draft Parenting Plan submitted by the respondent does not comply with the requirements of section 34(1)(a) and therefore it cannot be made the order of the Court.

(7) The parties during argument in Court agreed on the following rights and obligations in respect of the minor children and have asked their agreement be made the order of the Court: that the parties shall be co-holders of parental responsibilities and rights in respect of the minor children as contemplated in sections 18(2), (3), (4) and (5) of the Children’s Act; that the parties shall make joint decisions in relation to major decisions about the minor children’s schooling, tertiary education, extra murals, mental health care, medical care (save in the case of emergency), contact between the children and the parents, permanent removal of the minor children from Gauteng Province, international travelling, holidays, the minor children’s living conditions and wellbeing; co-operation and communication between the parties; primary residence of the minor children; care and contact (including makeup contact); access to schools, activities and children’s welfare; dispute resolution; that the applicant shall not be under the influence of alcohol and shall not use alcohol during the duration of the time spent with the minor children; that when necessary, either party shall be referred to random alcohol or drug testing; and that at all times when the minor children are with the applicant, he shall ensure that all his firearms are locked and secured in an appropriate gun safe.

(8) There is only one issue in dispute between the parties in respect of applicant’s contact with the minor children. The respondent submits that when the minor children are in applicant’s care, he shall ensure that they have their own bedroom/shared bedroom where no other person shall sleep other than the children

and/or the applicant. The respondent alleges that it is not safe for the minor children to share a bedroom with a 14 years old boy at the applicant's residence. The applicant disputes this allegation. He submits that he cannot afford to rent a bigger place to accommodate this request and further that this request is not practical and it will also affect the holiday arrangement with the minor children.

(9) The respondent has not made this request in her answering affidavit. This request is contained in the draft Parenting Plan and was also made in Court during argument. The respondent has not presented any evidence showing that a 14 years old boy who resides with the applicant has done anything to endanger or harm the minor children when he was sharing a bedroom with them. I am satisfied that the applicant is a responsible parent who has the interest of his minor children, including their safety. It will be inappropriate for this Court to be prescriptive and make the order as requested by the respondent without any evidence showing that a 14 years old boy is a danger to the minor children. This request is refused.

## **COUNTER-CLAIM**

(10) The respondent in her counter-claim is seeking an order that Ms Heidi Reynolds be appointed as the parenting coordinator in this matter with powers and duties set out in annexure X. The parties have agreed on her appointment as well as her powers and duties.

(11) The respondent is further seeking an order that the applicant pays maintenance to the respondent in the sum of R36 320.43 with effect from the 1<sup>st</sup> month following the granting of the divorce order and on the 1<sup>st</sup> day of each and every succeeding month. This is a Rule 43 application for the granting of the interim relief pending the finalization of a divorce action. I invited the parties to make submissions on the prayer made in the respondent's counter-claim that the maintenance order be granted with effect from the 1<sup>st</sup> month following the granting of a divorce order. The respondent submitted that this prayer is erroneous and that it should be with effect from the 1<sup>st</sup> month following the granting of the Rule 43 order and on the 1<sup>st</sup> day of each and every succeeding month. The applicant left it in the discretion of the Court. I accept that this is a patent error and I am satisfied that if the maintenance order is granted it should be with effect from the 1<sup>st</sup> month following the granting of the Rule 43 order.

(12) The respondent is employed as a full time teacher at The Torah Academy School. Her monthly net salary was R11 298.35, and as a result of the COVID19 pandemic her salary was reduced to R9828.48. The

applicant is a businessman, with a Bachelor of Commerce Degree in Business Management qualification. He is the sole shareholder and director of a company, Digital Ops (Pty) Ltd (“Digital Ops”).

(13) The respondent avers that whilst the parties resided together, the applicant made payment of all the household expenses and living costs of the respondent and the children. The applicant gave her a cash amount of R24 995.00 which she used to pay for medical aid premiums, food and ad hoc expenses. The respondent was not employed and was not required to work.

(14) The parties separated in September 2016. The respondent avers that from that time until October 2017, the applicant continued to maintain the respondent and the children by making payment of the direct expenses, including the bond repayment of R18 000.00 on the respondent’s immovable property, utility bills at the former matrimonial home, domestic worker’s salary, children’s private school fees and extra mural activities together with the cash amount of R24 995.00.

(15) From November 2017 until September 2018 the applicant ceased paying maintenance for the respondent and the children in totality. During that period the respondent utilised the proceeds from the sale of her immovable property to fund her monthly expenses. These funds are now depleted. In addition, she relied on the financial assistance from her father to cover her monthly shortfall. From October 2018, the applicant began contributing monthly an amount of R5000.00 per child for maintenance. The respondent submits that this amount is inadequate.

(16) The respondent seeks the order that the applicant shall pay the educational costs for the minor children including but not limited to the private school fees, uniform, books, stationery, outings, tours, extra lessons and remedial lessons; that the applicant shall be liable for 100% of the medical expenses of the minor children. She further seeks the order that the respondent pays a cash component of R36 320.43.

(17) The respondent has filed schedules of monthly expenses dated 2 December 2019 and 10 July 2020 respectively. The schedule of monthly expenses filed in July 2020 differs materially from the December 2019 schedule. The respondent explains that the difference between the two schedules is that the monthly medical aid premium of R8726.00 and the average monthly medical excesses of R4280.00 were erroneously omitted from the December 2019 schedule, the expenses set out in December 2020 schedule are actual expenses extrapolated from her bank statements, and certain expenses have naturally increased with effluxion of time. The respondent submits that the expenses are reasonable, legitimate and factually verifiable.

(18) The applicant agrees that he shall pay the educational costs for the minor children including but not limited to the private school fees, uniform, books, stationery, outings, tours, extra lessons and remedial lessons. I am of the view that the applicant should continue paying the educational costs directly to the service providers. In his papers he contends that the extra mural activities have been suspended by the school due to COVID19 pandemic and therefore this expense should not be allowed. During the argument in Court the applicant tendered R1000.00 for extra-mural activities and this amount should be paid directly to the service providers.

(19) The respondent is claiming the amounts of R8 725.00 for medical aid contribution and R6 453.00 for medical costs (excess). The applicant is not tendering these costs. In my view these are necessary costs, however, the monthly amount claimed for excess is excessive. In her heads of argument, she submits that the average monthly medical excess is R4 280.00. In my view the applicant should make monthly payment directly to the service providers for medical aid contribution and the payable excess amount as and when required.

(20) The respondent is claiming monthly amounts of R1787.00 for levies, R300 for cell phone allowance, R25.00 for Liberty endowment, R439.33 for car maintenance, R758.00 for Eskom, R1372.66 for entertainment, R288.33 for personal care, and R320.67 for hairdresser. The applicant is not disputing these expenses and the amounts. In my view they are reasonable and necessary expenses and I will allow them.

(21) The respondent is claiming monthly amounts of R9123.21 for groceries (food and cleaning materials), R3 302.05 for clothing, R1307.11 for gifts, R503.29 for toys, R1 936.97 for petrol, R1 500.00 for holidays, R2 264.64 for insurance. The applicant is disputing these amounts on the basis that they are excessive. I agree with applicant that these amounts are excessive and they need to be reduced.

(22) The respondent is further claiming monthly amounts of R264.67 for home repairs and R4 013.92 for City of Johannesburg. The applicant is disputing these expenses on the basis that they are consequences of ownership and must be provided by the respondent.

(23) The respondent is claiming monthly amounts of R503.00 / R604.94 for birthday parties, R333.33 for charity, and R50.00 for car license. The applicant is disputing these expenses on the basis that they are not monthly expenses.

(24) The respondent is claiming R900.00 for DSTV. The applicant is disputing this expense and contends that the applicant is not subscribed to DSTV.

(25) The respondent is claiming monthly amounts of R400.00 for babysitter, and R5300.00 for a domestic worker. The applicant is disputing these expenses on the basis that they are not necessary as the respondent works limited hours per day and that a babysitter allowance is a new expense.

(26) The respondent is claiming monthly amounts of R560.00 for security and R566.67 for a gardener. The applicant is disputing these expenses and contends that they are not necessary because the respondent lives in a secure complex and has a miniscule garden. I agree that these expenses are not necessary.

(27) The parties have appointed experts who compiled reports on applicant's financial position. The experts are Mr Steven Harcourt-Cooke for applicant and Ms Brenda Anderson for respondent. The experts have met and compiled a joint minute. In their joint minute they agree that the review period would be 1 December 2019 to June 2020. They don't agree on the applicant's income.

(28) Mr Harcourt-Cooke is of the view that only one month of historical income need be considered and that on the basis of the June 2020 income, the applicant earns a net salary of R42 848.75. He states that the applicant's monthly expenses are R47 078.45 and the applicant accordingly has a shortfall of R4 229. 70.

(29) Ms Anderson is of the view that the average of the applicant's historical income for the agreed review period need be considered to reach an average of the applicant's net income. She concludes that the applicant earns an average net salary of R90 788.49 per month. She further concludes that the applicant's average monthly expenses for the agreed review period are R66 540.51. She opines that the applicant accordingly has a surplus of R21 247.98 per month. This surplus is computed after the applicant has made the payment of some expenses including the children's school fees, cash maintenance of R10 000.00, legal fees, rent, medical aid contributions, vehicle insurance, retirement annuity, life insurance, applicant's cell phone and motor vehicle expenditure.

(30) I do not accept Mr Harcourt-Cooke's opinion on the income and expenditure of the applicant for the

agreed review period. The reason being that his assumptions are incorrect and the calculations are inaccurate. He considered only one month of historical income and not the average monthly income. When computing income, he considered only the applicant's monthly salary from business and ignored the indirect income that the applicant earns by virtue of personal expenses paid through the business. When computing average monthly expenses, he took into account the expenses which are paid from both the applicant's personal bank account and those paid on his behalf by the business.

(31) I accept Ms Anderson's opinion on the income and expenditure of the applicant. I find that her assumptions are correct and the calculations are more accurate. She considered the average of the applicant's historical income and expenditure for the agreed review period. When computing applicant's income and expenditure, she took into account the actual income and expenses derived from the bank accounts for the agreed period; the salary, as well as indirect income in the form of personal expenses paid through the business.

(32) I have considered the papers, including the experts' reports, the parties' financial disclosure forms, the parties' income and expenditure, and Counsel's submissions. In my view the reasonable monthly maintenance to be paid to the respondent in the form of a cash contribution by the applicant is R14 000.00. I am also of the view that the applicant can afford to pay this amount to the respondent.

## **LEGAL COSTS CONTRIBUTION**

(33) The respondent is claiming the initial sum of R15,000.00 for contribution towards legal costs. The respondent has not provided a pro-forma bill of costs to enable this Court to consider if the amount claimed is justifiable. The respondent avers that her attorney charges R2 000.00 per hour and no further details are provided as to how the amount of R15 000.00 is made up. The applicant is not tendering any amount on the initial contribution towards legal costs. The respondent failed to set out the essential disbursements in order for this Court to consider what the nature and extent of disbursements would be, including in respect of witness fees, preparation of bundles, attendance of pre-trial conference etc. The respondent has failed to make out a case for contribution towards legal costs. Accordingly, this claim is dismissed.

## **COSTS**

(34) The applicant seeks costs against the respondent. The respondent is substantially successful in her counter-claim. The respondent seeks costs against the applicant on an attorney-client scale. It is common cause between the parties that when the applicant brought this application he was not permitted full, unrestricted and unsupervised contact with the minor children. I find no justification to order punitive costs against the applicant. I am of the view that the costs of this application be in the cause.

(35) In the circumstances, I make the following order:

*Pendente lite,*

35 *by agreement between the parties,* it is ordered that:

35.1.1 The parties shall retain the co-guardianship over the minor children and shall remain co-holders of parental responsibilities and rights in respect of the minor children, as contemplated in sections 18(2), 18(3), 18(4) and 18(5) of the Children's Act, 38 of 2005;

35.1.2 The parties shall make joint decisions in relation to the aspects of the minor children's schooling, tertiary education, extra mural activities; mental health care and medical care (save in case of emergency); contact between the children and the parents or either of them; living conditions, health, personal relations with a family member, or generally, on their wellbeing;

35.1.3 Neither party shall be entitled to permanently remove the minor children without the other party's written consent from Gauteng Province, which consent shall not be unreasonably withheld;

35.1.4 Neither party shall be entitled to travel internationally with the minor children without the other party's written consent, which consent shall not be unreasonably withheld;

35.1.5 Should either party decide to take the minor children away on holiday that is not scheduled as provided for below, the other party must be notified in writing no less than 14 days before the time. To the extent that such holiday should interfere with the other party's contact

arrangements, the consent of the other parent shall be obtained, which consent shall not be unreasonably withheld. Information to be included in writing is a mode of transport, accommodation details, in case of emergency contact details and that the party so notifying the other will be accompanying the children. The parent taking the minor children on holiday, shall notify the other parent via SMS or WhatsApp when the minor children depart and when they arrive safely and *vice versa* on return. Holidays should be scheduled to avoid the minor children losing out on schooling and any family events;

35.1.6 The parties undertake to maintain reasonable communication with each other and not to obstruct each other in the exercise of contact with the minor children. If the parties are unable to verbally communicate with each other, in such event the parties undertake to correspond with each other by email, SMS or WhatsApp. The party sending email should notify the other by SMS or WhatsApp to ensure a speedy response. The other party shall respond promptly according to the circumstances;

35.1.7 Subject to the contact rights of the applicant, the minor children will have their primary residence with the respondent;

35.1.8 The applicant shall exercise the contact as set out hereunder, subject to the minor children's scholastic, therapeutic, social and sporting requirements and routines;

35.1.9 The applicant shall have the unsupervised contact with the minor children as follows:

35.1.9.1 Every Tuesday from 16h00 to 18h00;

35.1.9.2 On alternative weekends from Friday 15h30 until Sunday at 17h00;

35.1.9.3 During the week the applicant shall not exercise sleepover contact, he shall be entitled to exercise contact to the minor children on Thursday from 16h00 to 18h00;

35.1.9.4 The parties shall agree on and compile an annual calendar setting out the applicant's allotted contact times, in November each year;

35.1.9.5 Once the applicant has moved to Johannesburg, the alternative weeks

will accordingly be Tuesday from 16h00 to Thursday 08h00, taking into account that he will drop them at school the next morning;

**35.1.10** The above contact schedule shall be interrupted, when required, to accommodate the following:

**35.1.10.1** School holidays, public holidays and Jewish holidays which shall be shared equally between the parents, as set out more fully hereunder;

**35.1.10.2** On the minor children's respective birthdays, the respondent will enjoy contact the night before and morning of. The applicant will enjoy contact from after school on the day of (or at 13h00 on weekends) until the next morning when he will drop them at school (or at the respondent's home at 10h00 if it is a weekend);

**35.1.10.3** The applicant shall exercise contact to the minor children on his Birthday and Father's Day from 17h00 on the previous evening to 17h00 the next day and shall as required drop them at school and collect them after school (including any extra-murals);

**35.1.10.4** The respondent shall have the minor children with her on her Birthday and on Mother's Day from 17h00 on the previous evening to 17h00 and shall as required drop them at school and collect them after school (including any extra-murals);

**35.1.10.5** Both parties shall equally share the security duties at the minor children's schools;

**35.1.11** In the event of any emergency, or unseen event that renders the scheduled contact impractical, unreasonable or significantly inconvenient, temporarily or permanently, the parties undertake to negotiate with one another, in good faith for any temporary or permanent variation to the schedule. Should no agreement be arrived at either party may approach the Court. The parties further agree to attempt to engage in urgent mediation, prior to approaching Court;

**35.1.12** The respondent shall have reasonable video telephonic contact on Monday and Wednesdays at 18h00 and on Fridays at 17h00. The respondent shall have reasonable video telephonic contact at 17h00 on Friday and 17h30 on Saturday, whilst the minor children are in the applicant's care;

**35.1.13** For the purposes of such telephonic contact, each of the applicant and respondent shall provide a cell phone and sufficient data, at their homes for the minor children's use and shall ensure that the phones are charged and switched on;

**35.1.14** Holiday contact will be scheduled in writing and reviewed as required, taking into account the allocations of the previous year schedule, as soon as an annual calendar of school holidays is available, provided that the applicant shall have the minor children for a period of 5 to 7 days during short holidays and 7 to 14 days during long holidays. During such holiday periods with the applicant, the respondent shall have reasonable telephone or video calls with the minor children;

**35.1.15** Provided the occurrence of a family function is communicated at least 7 days prior to the event and provided the parties agree thereto, the parent whose family function it is shall collect the minor children (if with the other parent) and return them at reasonable time having regard to the nature of the function. Should the function be at night, the minor children will sleep with the parent and be dropped at school the following morning. Family function will take priority over social events. Should a family function occur on a weekend and thus interfere with either party's weekend contact, that party will be given alternative options to make up such lost weekend contact;

**35.1.16** Public holidays shall be shared equally, according to a schedule to be agreed. The minor children may be collected at 16h00 on the previous day and returned by 17h00 on the public holiday;

**35.1.17** Jewish holiday contact will be scheduled in writing and reviewed as required, taking into account the allocations of the previous year schedule, as soon as an annual calendar is available and provided that Jewish holidays shall be shared between the parties in line with the enclosed schedule, unless otherwise agreed between the parties. The applicant is entitled to attend the shuls where the minor children will be attending on all Jewish holidays;

**35.1.18** Such other contact as may be arranged by agreement between the parties considering the minor children's activities and wishes. The parties record their intention to

facilitate the minor children's relationship with each of the parents;

**35.1.19** The respondent undertakes to provide the applicant and to update from time to time and the applicant undertakes to provide the respondent, all relevant information regarding the minor children's doctors and other professional service providers; medications and allergies as may be necessary to ensure the continued welfare of the minor children. Both parties undertake to inform the other party as soon as reasonably possible should there be any medical emergency with regards to the minor children. Both parties should be informed of any medical appointments and either party may take the minor children to such appointments, with prior arrangement;

**35.1.20** Both parties will have full access to the schools and the minor children's teachers, including extra-mural teachers, to obtain information concerning the minor children's welfare. Both parties may send or receive emails in this regard. Both parties will be and remain involved in and support and encourage the minor children's progress at school and participation in extra mural activities. In order to facilitate this both parents are entitled to attend any school or extra mural function;

**35.1.21** Any school which the minor children, or each of them, may attend, shall be informed that the parties are co-holders of parental rights and therefore are jointly involved in all educational issues concerning the minor children and that each party is entitled to discuss issues relating to the minor children, directly with any teacher concerned and shall be entitled to receive school reports and assessments and notices and attend upon all school related events and extra mural activities. The parties agree to share the minor children's artwork equally between them;

**35.1.22** The parties undertake to advise each other should the minor children become ill or suffer any injury or welfare event whilst in their care, as soon as reasonably possible if it's a serious emergency;

**35.1.23** The respondent, as the parent of primary residence, shall attend to the day to day concerns of the minor children or raised by the minor children's teachers from time to time and shall keep the applicant informed of any matters of concern;

35.1.24 Should the dispute arise between the parties in connection with any material matter relating to the minor children including, but not limited to a dispute regarding the sharing of Jewish and/or school holidays, the dispute shall be referred to a suitably qualified family law mediator with no less than ten years, experience in family law matters, agreed to between the parties, who shall be the mediator/facilitator (“the facilitator”);

35.1.25 The facilitator shall endeavour to resolve the dispute between the parties through mediation, failing which the parties shall then be entitled to take such further steps to enforce their rights and those of the minor children, as they may deem necessary;

35.1.26 Notwithstanding the aforesaid, the parties shall not be precluded from approaching the relevant Courts having jurisdiction in the circumstances to seek appropriate relief in matters of urgency;

35.1.27 The costs of any facilitator shall be shared equally between the parties irrespective of the outcome of the mediation and irrespective of whether the parties follow the recommendation of such facilitator, unless a mediator makes a recommendation to the contrary by virtue of unnecessary referral to mediation or the obstructive attitude of either party to the process;

35.1.28 Should the parties fail to agree on the identity of the facilitator, the parties shall approach the Johannesburg Bar alternatively to the Arbitration Foundation of South Africa (AFSA) to appoint a suitably qualified facilitator with the necessary experience in family law;

35.1.29 The parties agree that the facilitator may, should it be necessary, refer the minor children to a suitable professional to ascertain the views and wishes of the children in terms of section 10 of the Children’s Act, having regard to the minor children’s ages, maturity and stage of development and in order to ensure that any amicable attempt to resolve conflict protects the best interests of the minor children;

35.1.30 The applicant shall not be under the influence of alcohol and shall not use

alcohol for the duration of the time spent with the minor children. To avoid any unnecessary acrimony on this issue, any suspected use and/or abuse of alcohol and/or drugs, by either party, shall be referred to the facilitator to verify any allegations in this regard which verification can include *inter alia*, random alcohol and/or drug testing;

35.1.31 The applicant is a sports shooter and, for that purpose, owns a number of firearms. He will follow all provisions required by the law of South Africa in terms of the Firearms Control Act 60 of 2000 ("the Act"). He further undertakes that at all times when the children are with him, he shall ensure that all of his firearms are locked and secured in an appropriate gun safe in line with all the provisions of the Act;

35.1.32 Ms Heidi Reynolds is appointed as the Parenting Co-ordinator in this matter with the powers and duties, as set out in Annexure "X" to the answering affidavit.

36 The applicant shall pay interim maintenance to the respondent in the sum of R14 000.00 per month with effect from 1 June 2021 and on the first day of each and every succeeding month.

37 The applicant shall maintain the minor children on a fully comprehensive medical aid scheme and make payment of the monthly premiums. In addition, the applicant shall make payment of all excess expenses not paid by the medical aid scheme within three days of presentation of invoice to this effect;

38 The applicant shall make payment directly to the service providers of all the costs in respect of the minor children's education, be it at school or remotely, including but not limited to private school fees, uniform, books, stationery, outings, tours, extra lessons, remedial lessons and R1000.00 for extra mural activities

39 The respondent's claim of R15 000.00 for initial contribution towards legal costs is dismissed.

40 The costs of this application are costs in the divorce action.

MMP Mdalana-Mayisela

Judge of the High Court

Gauteng Division

**(Electronically submitted by uploading on Caselines and emailing to parties)**

Date of judgment: 25 May 2021

Counsel for the Applicant: Adv M Feinstein

Instructed by: Knowles Husain Lindsay Attorneys

Counsel for the respondent: Adv L Segal SC

Instructed by: Yosef Shishler Attorneys