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

Case No: 19441/2020

In the matter between:

JAL	Applicant
and	
JL	First Respondent
THE SHERIFF OF THE HIGH COURT, WORCESTER	Second Respondent

Coram: Justice J Cloete

Heard: 11 May 2022

Delivered electronically: 10 June 2022

JUDGMENT

CLOETE J:

Introduction

[1] This is an opposed application for the setting aside of a warrant of execution issued at the instance of the first respondent. No relief is sought against the second respondent who was cited only as an interested party. For convenience

I will thus refer to the first respondent as "the respondent" and the applicant and the first respondent as "the parties" where necessary.

[2] The application was launched as one of urgency on 1 February 2022 for hearing on 10 February 2022. The relief sought was comprised of two parts. The first (Part A) was to stay the warrant pending determination of the application to set it aside in the second (Part B). On 10 February 2022 the parties agreed to an order in relation to Part A with the result that the warrant was stayed pending determination of Part B on the semi-urgent roll when it came before me.

[3] The parties were divorced on 21 June 2019 with the incorporation of their deed of settlement. They have two children. At the time their daughter L was a major but nonetheless dependent, and this was acknowledged in the deed of settlement. Their son A was still a minor and attending high school. He matriculated in 2021. From 12 April 2019 (thus prior to divorce) until 15 October 2020 he resided in the primary care of the applicant. He then returned to live with the respondent. He attained majority on 13 January 2021.

[4] In the warrant the respondent sought payment (by way of execution) of R200 390.20, made up as follows:

4.1 R50 832 for arrear cash maintenance for A of R4 000 per month together with an annual inflationary increase for the period 16 October 2020 to 1 October 2021 in terms of clause 3;

4.2 R5 525.90 for reimbursement of the cost of prescribed medication, an optometrist account and the fees of a counselling social worker for A in terms of clause 4;

4.3 R41 930.36 for arrear cash contributions to A's reasonable schooling expenses (other than school fees) of R1 600 per month plus annual inflationary increases for the period 1 July 2019 to 1 October 2021 in terms of clause 6;

4.4 R83 410.02 pertaining to the balance of L's tertiary education and accommodation costs (at a university residence and private dwelling) for the period 21 January 2019 to October 2021 in terms of clauses 11, 12.1 and 12.2; and

4.5 R18 691.92 for shortfalls/arrears in L's pocket money of R2 000 per month plus annual inflationary increases for the period 1 February 2020 to 1 October 2021 in terms of clause 12.3.

[5] The applicant seeks to set aside the warrant premised on the following defences:

5.1 In respect of clause 3, he was only liable to pay cash maintenance for A until he reached the age of majority on 13 January 2021 (at the beginning of his matric year). Alternatively, the respondent lacks *locus standi* to make any claim on A's behalf since he attained majority;

5.2 In respect of clause 4, he had already reimbursed the respondent for the cost of prescribed medication totalling the claimed amount of R531.90 before the warrant was issued; he was not liable for the optometrist account of R2 854 since it relates to a third pair of spectacles for A in the space of a year; and in any event he had not been provided with the relevant invoice, nor with those pertaining to the fees of the social worker totalling R2 140;

5.3 In respect of clause 6, he was not obliged to make these monthly contributions since A had resided primarily with him until 15 October 2020 during which period he paid all A's expenses himself; and after A returned to the respondent's primary care she failed to facilitate these payments by neglecting to open a bank account for this purpose as had been agreed in the deed of settlement;

5.4 In respect of clauses 11, 12.1 and 12.2, L had failed to *'show the necessary aptitude, apply* [herself] *with due diligence and make satisfactory progress'* in her chosen course of study, upon which his obligation to pay in terms of the deed of settlement was based; and

5.5 In respect of clause 12.3, L's pocket money is a cost ancillary to her tertiary education. Since he is no longer liable to contribute towards the latter, the same applies to the former. In any event, the respondent lacks *locus standi* in respect of this claim as well.

[6] As is invariably the case in post-divorce litigation where parties continue to be at loggerheads with each other, the papers (which ran to 457 pages) are littered with allegations and counter-allegations which are largely irrelevant to determination of the issues at hand. At the heart of the dispute lies a proper interpretation of the clauses in question.

The relevant provisions of the deed of settlement

[7] These are contained in clauses 3 to 13 under the heading *'Maintenance for the minor child as well as the major child'*. In some clauses a distinction is drawn between A and L, and in others they are referred to as *'the children'*.

[8] Clause 3 refers to A and provides inter alia that *'as long as the child continues to reside primarily with the Defendant* [i.e. the applicant] *no cash maintenance will be payable by the Plaintiff* [i.e. the respondent]*... should the child's primary residence revert to the Plaintiff at any stage in the future, Defendant will immediately start paying maintenance to Plaintiff in respect of the child in the amount of R4 000... per month'* together with annual inflationary or CPI increases calculated at date of divorce.

[9] In clause 4 the applicant undertook to maintain both children on his medical aid scheme until they respectively become self-supporting. In addition he is to pay all of A's reasonable medical costs not covered by the scheme for that period, with the respondent to do the same in respect of L's expenses.

[10] Clause 5 provides that the applicant would pay all of A's school fees directly to the school concerned. Clause 6 read with clause 8 provide that the applicant

would pay R1 600 per month (with the same CPI increases) into a savings account *'specifically opened by the Plaintiff'* with effect from 1 June 2019 towards A's related schooling costs (save for any extraordinary expenses, dealt with in clause 10, which are not relevant for present purposes).

[11] The respondent would be *'solely responsible for administering this account'* and at the end of each school term would provide the applicant with a *'detailed written account relating to all expenditure, including proof thereof'*. In terms of clause 7 the respondent was liable for all expenses incurred over and above this monthly contribution payable by the applicant.

[12] In clause 11 the parties agreed, subject to clauses 12 and 13, that *'for as long as the children are not yet self-supporting...* [each would] *pay 50% of all reasonable costs relating to the tertiary education of their major dependent children'*. This is also subject to the proviso that the children show the necessary aptitude, apply themselves with due diligence and make satisfactory progress in their chosen courses of study.

[13] Clause 12 records that at the time of divorce L was in her first year of university studies and residing in a university residence. The parties agreed that the proceeds of *'the two Allan Gray investments which the Defendant initially took out to cover the costs of any tertiary studies undertaken'* by L, one of which had already been ceded to the respondent, would first be applied to these expenses, and thereafter they would be shared between the parties equally. In addition each would pay L the sum of R2 000 per month as pocket money, to

be adjusted annually at the start of every new academic year by agreement between them and L, subject however to a minimum annual CPI increase.

[14] In clause 13 a similar recordal is found in respect of an Allan Gray investment taken out by the applicant towards the cost of A's tertiary education, and to be dealt with in the same way as for L. The parties further agreed that during the period of A's tertiary education they would be equally liable for payment of pocket money to A *'in such amount as agreed to between* [A] *and the parties from time to time'.*

Discussion

[15] It is convenient to start with the now settled approach to interpretation as set out in *Natal Joint Municipal Pension Fund v Endumeni Municipality*:[1]

> *'The present state of the law can be expressed as follows: Interpretation is the process of attributing meaning to the words used in a document, be it legislation, some other statutory instrument, or contract, having regard to the context provided by reading the particular provision or provisions in the light of the document as a whole and the circumstances attendant upon its coming into existence. Whatever the nature of the document, consideration must be given to the language used in the light of the ordinary rules of grammar and syntax; the context in which the provision appears; the apparent purpose to which it is directed and the material known to those responsible for its production. Where more than one meaning is possible each possibility must be weighed in the light of all these factors. The process is objective, not subjective. A sensible meaning is to be preferred to one that leads to insensible or unbusinesslike results or undermines the apparent purpose of the document. Judges must be alert to, and guard against, the temptation to substitute what they regard as reasonable, sensible or businesslike for the words actually used. To do so in*

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[1] 2012 (4) SA 593 (SCA) at para [18].

regard to a statute or statutory instrument is to cross the divide between interpretation and legislation; in a contractual context it is to make a contract for the parties other than the one they in fact made. The "inevitable point of departure is the language of the provision itself", read in context and having regard to the purpose of the provision and the background to the preparation and production of the document'.

[16] As far as the interplay between the parol evidence rule and interpretation is concerned, the following passage in *Comwezi Security Services (Pty) Ltd and Another v Cape Empowerment Trust Ltd*[2] is instructive:

'It was suggested that for us to place reliance on this conduct is impermissible, in the light of the exposition of the law in Natal Joint Municipal Pension Fund v Endumeni Municipality, supra. *However, that is incorrect. In the past, where there was perceived ambiguity in a contract, the courts held that the subsequent conduct of the parties in implementing their agreement was a factor that could be taken into account in preferring one interpretation to another. Now that regard is had to all relevant context, irrespective of whether there is a perceived ambiguity, there is no reason not to look at the conduct of the parties in implementing the agreement. Where it is clear that they have both taken the same approach to its implementation, and hence the meaning of the provision in dispute, their conduct provides clear evidence of how reasonable business people situated as they were and knowing what they knew, would construe the disputed provision. It is therefore relevant to an objective determination of the meaning of the words they have used and the selection of the appropriate meaning from among those postulated by the parties. This does not mean that, if the parties have implemented their agreement in a manner that is inconsistent with any possible meaning of the language used, the court can use their conduct to give that language an otherwise impermissible meaning. In that situation their conduct may be relevant to a claim for rectification of the agreement or may found an estoppel, but it does not affect the proper construction of the provision under consideration.'*

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[2] (759/2011) [2012] ZASCA 126 (21 September 2012) at para [15].

[17] Section 6(1) of the Divorce Act[3] provides that a court may not grant a decree of divorce unless it is satisfied that the provisions made or contemplated with regard to the welfare of any minor or dependent child of the marriage are satisfactory or are the best that can effected in the circumstances (my emphasis). In turn s 6(3) stipulates inter alia that a court may *'in regard to the maintenance of a dependent child of the marriage… make any order it deems fit'.*

[18] The Divorce Act itself thus recognises that there are instances where a child born to divorcing parties may, despite the fact that he or she has attained majority, nonetheless still be financially dependent on his or her parents for some time to come.

[19] When the Divorce Act came into effect the age of majority was 21 years. Since the advent of the Children's Act[4] on 1 April 2010 the age of majority has reduced to 18 years,[5] an age where most children have not yet even completed their secondary education, let alone embarked upon and completed their tertiary studies.

[20] Having regard to the principles in *Endumeni* and upon a reading of the relevant clauses of the deed of settlement as a whole, it is clear that the parties were alive to this exigency. If that were not the case it is difficult to imagine why they made provision for their children's tertiary education, for payment to them of pocket money as well as their board and lodging during that period; and

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3 No 70 of 1979.
4 No 38 of 2005.
5 In terms of s 17 thereof.

payment of their medical expenses until they respectively become self-supporting.

[21] It is also clear that as far as A's cash maintenance (as provided in clause 3) is concerned the parties made specific provision, in the event that he resided primarily with the respondent, for the applicant to pay that cash component directly to the respondent.

[22] This makes sense since she would be the one taking care of his daily maintenance needs (which is what the applicant himself did when A resided with him). The parties could not have intended, as the applicant seeks to suggest, that there would be a period of time between A reaching the age of majority (on 13 January 2021) at the beginning of his matric year, and commencing his tertiary studies (when he would start receiving pocket money in addition to his board and lodging from the parties) when neither had any duty whatsoever to fund his daily maintenance needs. Such an interpretation would be absurd.

[23] In *Bursey v Bursey and Another*[6] the Supreme Court of Appeal dealt with a similar dispute as follows:

> *'It was next submitted, also on the strength of Richter's case,*[7] *that John's maintenance in terms of the order was payable to the first respondent in her capacity as his custodian so that when this status terminated upon majority the appellant's obligation to pay her either ceased or was henceforth enforceable only by John and not by the first respondent. The maintenance order is, as I*

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6 1999 (3) SA 33 (SCA) at 37B-E.
7 1947 (3) SA 86 (W) at 91.

have said, ancillary to the common-law duty of support and merely regulates the incidence of this duty as between the parents. The effect of this order is simply that after John's majority the maintenance payable to him by his parents would continue to be paid to him by the first respondent who would recover under the Court's order the appellant's contribution to this common parental duty to support. This she was fully entitled to do in terms of the order. John's position was not affected as he could at any time during the operation of the order have enforced his common-law right to upward variation of the maintenance payable by his parents upon proof of the requisites for such a variation. I cannot, therefore, agree with the submission that the mere fact that John's maintenance was payable to the first respondent meant that the maintenance ceased upon his majority.' (My emphasis).

[24] I accept that the disputed clause in *Bursey* made provision for cash maintenance to be paid by the father to the mother until their children respectively became self-supporting. To my mind however, given my interpretation of clause 3 of the deed of settlement, the principle contained in *Bursey* applies equally in the present instance.

[25] My view is fortified by the absence of any reference to the cash component becoming payable to A instead of the respondent upon him reaching the age of majority, which could easily have been inserted had this been the parties' intention. I thus conclude that the respondent has the necessary locus standi and that the applicant is liable to pay to her the arrears of the cash component. As previously stated, in the warrant itself she claimed a total sum of R50 832. In the answering affidavit she sought to adjust this amount upwards slightly due to an apparent under-calculation of the CPI increase. However I intend holding her to the amount claimed in the warrant. It is also common cause that

subsequent to its issue, the applicant paid R12 000 on account thereof. He is thus indebted to the respondent in the sum of R38 832.

[26] Turning now to the sum claimed by the respondent for A's third pair of prescription spectacles and the fees of his counselling social worker. The applicant did not dispute that these fall within the category of *'reasonable medical costs'* in clause 4 of the deed of settlement; that A reasonably requires prescription spectacles; and that the fees of the social worker were indeed incurred.

[27] Moreover the respondent's version that the first pair of spectacles were stolen; the second pair broken in a motorcycle accident; that both of these were covered by the applicant's short-term insurance; and that A required counselling, were all simply met with a bare denial. In the particular circumstances this denial falls short of the threshold required to raise a real, genuine and bona fide dispute of fact. As was stated in *Wightman t/a J W Construction v Headfour (Pty) Ltd and Another*:[8]

> *'A real, genuine and bona fide dispute of fact can exist only where the court is satisfied that the party who purports to raise the dispute has in his affidavit seriously and unambiguously addressed the fact said to be disputed. There will of course be instances where a bare denial meets the requirements because there is no other way open to the disputing party and nothing more can therefore be expected of him. But even that may not be sufficient if the fact averred lies purely within the knowledge of the averring party and no basis is laid for disputing the veracity or accuracy of the averment. When the facts averred are such that the disputing party must necessarily possess knowledge of them and be able to provide an answer (or countervailing evidence) if they*

[8] 2008 (3) SA 371 (SCA) at para [13].

be not true or accurate but, instead of doing so, rests his case on a bare or ambiguous denial the court will generally have difficulty in finding that the test is satisfied…'

[28] Given his obligations in clause 4 of the deed of settlement it would have been a simple matter for the applicant to take the court into his confidence about whether or not he submitted claims for the first two pairs of spectacles to his insurers, and received reimbursement therefor. It is further common cause that the applicant in fact reimbursed the respondent in respect of the spectacles in the sum of R500 on 1 October 2021 (leaving a balance owing of R2 354) and paid R3 276 to the social worker on 28 February 2022, thus subsequent to the issue of the warrant (albeit that it appears to relate to fees falling outside the amount claimed by the respondent).

[29] On his own version therefore he accepts that these expenses were indeed reasonably incurred. There is simply no basis for him to contend otherwise in these proceedings. I thus conclude that he is liable to reimburse the respondent for those expenses paid on his behalf. As far as can be ascertained from the respondent's affidavit filed in support of the warrant and the relevant paragraphs of her answering affidavit, it appears that the amount owed by the applicant to her has reduced to R2 354 plus R2 140, i.e. a total of R4 490.[9]

[30] As far as the sum claimed in terms of clause 6 is concerned, during argument the respondent sensibly abandoned that portion of her claim pertaining to the

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[9] Calculated as follows: claimed for optometrist R2 854 less R500 paid; less prescription medication totalling R531.90 since paid; plus amounts claimed in respect of the social worker per the warrant totalling R2 140. In the heads of argument filed on her behalf, the respondent appeared to claim differing amounts but I will hold her to those set out in her warrant affidavit.

period when A resided with the applicant, and proposed that the contribution for October 2020 be reduced by 50% given that A returned to her primary care on 16 October 2020.

[31] This leaves consideration of the applicant's contention that because the respondent did not open the envisaged "special account" to facilitate payment he is relieved of liability. In my view this is an incorrect interpretation of clause 6 read with clause 8.

[32] There is no suggestion that the applicant ever tendered to pay the respondent provided that she opened such an account. There is also no suggestion that while A was residing with her from mid-October 2020 until he completed matric at the end of 2021 she did not incur any schooling related costs on A's behalf. Moreover on a plain reading of clauses 6 and 8, payment of the monthly contribution by the applicant was not conditional upon the opening of that account (nor on the respondent's obligation to account to him on a term-by-term basis).

[33] Had this been the parties' intention one would have reasonably expected them to make provision for this in the deed of settlement. Instead, clause 6 does not even refer to clause 8. The latter clause is merely a means of facilitating payment and accounting, and nothing more. It does not affect the applicant's

underlying obligation contained in clause 6. I thus conclude that the applicant is liable to pay the respondent the sum of R20 759.76.[10]

[34] Turning now to the applicant's obligations in respect of L. Prior to the hearing counsel were requested to file supplementary notes dealing with the approach the Court should take in determining upon whom the evidential burden (if any) lies pertaining to L's *'necessary aptitude… due diligence… and satisfactory progress'* in her tertiary studies.

[35] Counsel were *ad idem* that an evidential burden exists, but differed as to where it lies. Counsel for the applicant submitted that the evidential burden lies squarely on the respondent, since she is the party who asserts that L has met the above threshold. On the other hand counsel for the respondent submitted that, despite the common cause fact that L is still engaged in her tertiary studies, it is the applicant who asserts that she has not met the required threshold and the evidential burden thus lies with him.

[36] I hold a different view. The maintenance order for L contained in the deed of settlement has its genesis in s 6(1) as read with s 6(3) of the Divorce Act. As previously stated, these make it incumbent upon a court to ensure that any dependent child of a marriage (irrespective of whether that child has attained majority) is properly catered for, maintenance included. It is thus ultimately the

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[10] Calculated as follows: 50% of R1 633.60 i.e. R816.80 for October 2020; plus R13 068.80 (R1 633.60 x 8) for November 2020 to June 2021; plus R6 874.16 (R1 718.54 x 4) for July 2021 to October 2021 in accordance with the amounts set out at para 16 of the warrant affidavit.

court's duty, and not the obligation of either parent (or for that matter the child) to safeguard this, not only at the time of divorce but also going forward.

[37] On this reasoning, it is this Court that must determine objectively, on a conspectus of all relevant evidence, whether L has met the threshold in respect of her tertiary studies to which the parties agreed. Each party is of course at liberty to put forward their respective views but these will invariably be subjective. They should not bind a court, nor should a court abdicate its responsibility under the guise of "he/she who asserts must prove".

[38] To do so would, to my mind, amount to paying lip service to the protection of a dependent child whose parents have made specific provision for her tertiary education, board and lodging and daily needs (in the form of pocket money), thus consciously and willingly seeking to avoid L being forced to approach them, or a court, for financial support in order to have a decent chance in life at becoming a mature, responsible and economically active member of society. I accordingly do not consider that either party bears an evidential burden in the true sense.

[39] The respondent has calculated the total cost of L's tertiary studies, related expenses and board and lodging to be R329 219.69 for the period January 2019 to October 2021. It is common cause that she paid over the proceeds of one Allan Gray investment of R104 827.74 on account thereof, leaving a balance of R224 391.95.

[40] There is a dispute between the parties about the second Allan Gray investment referred to in clauses 12.1 and 12.2 of the deed of settlement, since the applicant maintains that it is in fact his private investment and was included in the deed of settlement as a result of a mutual error. The respondent vehemently disagrees. Copious and fruitless correspondence has been exchanged on the issue. However the applicant has taken no formal steps to amend the deed of settlement and accordingly, for purposes of the present matter, I must accept the respondent's version.

[41] According to the respondent she has taken the last known value of the aforementioned investment of R153 089.61 since the applicant has refused to provide her with a current value. On her calculation, had this sum been appropriated towards reducing the balance of R224 391.95, this would have left a shortfall of R71 302.34 of which her 50% share would be R35 651.17. Instead she has had to pay the difference between R224 391.95 less an amount paid by the applicant of R105 330.76, i.e. R119 061.19. She thus claims reimbursement of R83 410.02, being R119 061.19 minus R35 651.17.

[42] It is common cause that L dropped out of her first year of tertiary studies in 2019. On the applicant's calculations the total costs for that year amounted to R157 694.02. Given the undisputed fact that the payments made on account of the overall total cost for the entire period exceed those for 2019, L's costs for 2019 are no longer in issue.

[43] It is also common cause that the applicant agreed to give L a *'second chance'* to study for a different course at the beginning of 2020. During that year L did

not achieve the required results and was diagnosed with a generalised anxiety disorder. According to the respondent she met with the head of the academy in question and they agreed that L could start over and repeat her first year. The academy saw L's potential and offered a reduced rate for her fees. The respondent annexed L's results for 2021 to her answering affidavit. She achieved an average of 66.58% for her 12 subjects, with the highest being 78% and the lowest 50%.

[44] Importantly, L achieved these results despite being re-diagnosed (correctly it would seem) with bipolar mood disorder. It is convenient to quote a portion of the short report of her treating specialist psychiatrist provided on 12 April 2022:

> *'Her management plan includes chronic medication and regular psychotherapy. L is considered fully compliant to all aspects thereof.*
>
> *This letter serves to confirm that she suffered significant relapses during 2020, which required hospitalisation, medication changes and extensive input.*
>
> *Due to her illness she was unable to focus adequately on her academic career, and this aspect should be considered sympathetically.*
>
> *We have worked hard towards regaining her health, and* [she] *is anticipated to experience better illness control in the years to come…'*

[45] To my mind there is no difference between L's situation and one where a dependent major child suffers a serious physical injury, or succumbs to some other type of illness, which renders her unable to complete her tertiary studies for a particular year. To view the position otherwise would be to ignore the very real, devastating and debilitating effects of a psychiatric illness, and to

inappropriately regard such an illness as having lesser importance, and consequences, than a physical injury or other debilitating condition.

[46] I am accordingly persuaded on the objective evidence that despite the serious challenges which L has faced and will continue to face for at least the foreseeable future, she has nonetheless demonstrated the necessary aptitude, due diligence and has made satisfactory progress in her tertiary studies. She has accordingly met the required threshold to which the parties agreed. I therefore conclude that the applicant is liable to reimburse the respondent in the sum of R83 410.02.

[47] As far as L's pocket money is concerned, I need go no further than to assume (without deciding) that the applicant's contention on this score is correct, namely that payment of L's pocket money is dependent upon her meeting the agreed threshold for her tertiary studies. Accordingly, the applicant is liable to pay the sum of R18 691.92 in terms of clause 12.3 of the deed of settlement.

[48] The applicant's contention that the respondent lacks *locus standi* to claim payment on L's behalf is misplaced. She is not claiming payment in a representative capacity as is clear from paragraph 29 of her affidavit in support of the warrant, but in her personal capacity for reimbursement of what she has been obliged to pay L on the applicant's behalf I thus conclude that the applicant is liable to pay the respondent the sum of R18 691.92.

Costs

[49] Given that the respondent has been substantially successful she is entitled to her costs. Regrettably however it is necessary to say something about the conduct of the applicant's attorney in litigating this matter on his behalf.

[50] It is extremely important in cases such as these (and indeed in all family law matters) for legal representatives to retain perspective and work towards reducing rather than raising temperatures due to the often highly emotive stances adopted by their clients. This Court is left with the clear impression that this did not occur in this case insofar as the applicant's attorney is concerned.

[51] Wild, unsubstantiated and spurious allegations were levelled at the respondent's attorney. He was even repeatedly threatened (and indeed this was sought and persisted with during argument) with an order for costs *de bonis propriis*.

[52] The respondent and her attorney were also accused of deliberately withholding material facts in certain respects, and informed that they should have proceeded by way of action instead of a warrant since there was a foreseen dispute of fact.

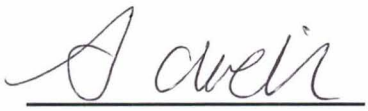
[53] These accusations are baseless. Perusal of the respondent's affidavit filed in support of the warrant demonstrates that she indeed disclosed the existence of certain factual disputes. The Registrar, having applied his or her mind, nonetheless had no difficulty in issuing the warrant. In the particular

circumstances of this matter the recent comments of two Justices of the Supreme Court of Appeal in *Arcus v Arcus*[11] are apposite:

> *[30] The words of the Constitutional Court in Bannatyne v Bannatyne and Another, almost two decades now, still ring hollow for many women, because of maintenance debtors who take advantage of the weaknesses of the maintenance system to escape their responsibility by using every loophole in the law. This appeal highlights the disadvantages which the rightful court-ordered maintenance beneficiaries continue to suffer at the hands of maintenance defaulters…'*

[54] **In the result the following order is made:**

1. **The applicant shall pay the first respondent the sum of R166 183.70 (one hundred and sixty six thousand, one hundred and eighty three rands and seventy cents);**
2. **In the event of the applicant failing to pay the amount referred to in paragraph 1 above within 30 (thirty) calendar days from date of this order, the second respondent is authorised and directed to proceed in terms of the warrant issued by the Registrar of this court in the reduced amount of R166 183.70; and**
3. **The applicant shall pay the first respondent's costs on the scale as between party and party as taxed or agreed, including any reserved costs orders.**



J CLOETE

[11] 2022 (3) SA 149 (SCA).