

DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

NO. R. 5560

22 November 2024

RULES BOARD FOR COURTS OF LAW ACT, 1985 (ACT NO. 107 OF 1985)

AMENDMENT OF THE RULES REGULATING THE CONDUCT OF THE PROCEEDINGS
OF THE PROVINCIAL AND LOCAL DIVISIONS OF THE HIGH COURT OF SOUTH
AFRICA

The Rules Board for Courts of Law has under section 6 of the Rules Board for Courts of Law Act, 1985 (Act No. 107 of 1985), with the approval of the Minister of Justice and Correctional Services, made the rules in the Schedule.

SCHEDULE

GENERAL: EXPLANATORY NOTE:

[] Words or expressions in bold type in square brackets represent omissions from the existing rules.

_____ Words or expressions underlined with a solid line represent insertions into the existing rules.

Definition

1. In this Schedule the "Rules" means the Rules Regulating the Conduct of the Proceedings of the Provincial and Local Divisions of the High Court of South Africa published under Government Notice No. R. 48 of 12 January 1965, as amended by Government Notice Nos. R. 235 of 18 February 1966, R. 2004 of 15 December 1967, R. 3553 of 17 October 1969, R. 2021 of 5 November 1971, R. 1985 of 3 November 1972, R. 480 of 30 March 1973, R. 639 of 4 April 1975, R. 1816 of 8 October 1976, R. 1975 of 29 October 1976, R. 2477 of 17 December 1976, R. 2365 of 18 November 1977, R. 1546 of 28 July 1978, R. 1577 of 20 July

1979, R. 1535 of 25 July 1980, R. 2527 of 5 December 1980, R. 500 of 12 March 1982, R. 773 of 23 April 1982, R. 775 of 23 April 1982, R. 1873 of 3 September 1982, R. 2171 of 6 October 1982, R. 645 of 25 March 1983, R. 841 of 22 April 1983, R. 1077 of 20 May 1983, R. 1996 of 7 September 1984, R. 2094 of 13 September 1985, R. 810 of 2 May 1986, R. 2164 of 2 October 1987, R. 2642 of 27 November 1987, R. 1421 of 15 July 1988, R. 210 of 10 February 1989, R. 608 of 31 March 1989, R. 2628 of 1 December 1989, R. 185 of 2 February 1990, R. 1929 of 10 August 1990, R. 1262 of 30 May 1991, R. 2410 of 30 September 1991, R. 2845 of 29 November 1991, R. 406 of 7 February 1992, R. 1883 of 3 July 1992, R. 109 of 22 January 1993, R. 960 of 28 May 1993, R. 974 of 1 June 1993, R. 1356 of 30 July 1993, R. 1843 of 1 October 1993, R. 2365 of 10 December 1993, R. 2529 of 31 December 1993, R. 181 of 28 January 1994, R. 411 of 11 March 1994, R. 873 of 31 May 1996, R. 1063 of 28 June 1996, R. 1557 of 20 September 1996, R. 1746 of 25 October 1996, R. 2047 of 13 December 1996, R. 417 of 14 March 1997, R. 491 of 27 March 1997, R. 700 of 16 May 1997, R. 798 of 13 June 1997, R. 1352 of 10 October 1997, R. 785 of 5 June 1998, R. 881 of 26 June 1998, R. 1024 of 7 August 1998, R. 1723 of 30 December 1998, R. 315 of 12 March 1999, R. 568 of 30 April 1999, R. 1084 of 10 September 1999, R. 1299 of 29 October 1999, R. 502 of 19 May 2000, R. 849 of 25 August 2000, R. 373 of 30 April 2001, R. 1088 of 26 October 2001, R. 1755 of 5 December 2003, R. 229 of 20 February 2004, R. 1343 of 12 December 2008, R. 1345 of 12 December 2008, R. 516 of 8 May 2009, R. 518 of 8 May 2009, R. 86 of 12 February 2010, R. 87 of 12 February 2010, R. 88 of 12 February 2010, R. 89 of 12 February 2010, R. 90 of 12 February 2010, R. 500 of 11 June 2010, R. 591 of 09 July 2010, R. 980 of 19 November 2010, R. 981 of 19 November 2010, R. 464 of 22 June 2012, R. 992 of 7 December 2012, R. 114 of 15 February 2013, R. 262 of 12 April 2013, R. 471 of 12 July 2013, R. 472 of 12 July 2013, R. 759 of 11 October 2013, R. 212 of 28 March 2014, R. 213 of 28 March 2014, R. 214 of 28 March 2014, R. 30 of 23 January 2015, R. 31 of 23 January 2015, R. 317 of 17 April 2015, R. 781 of 31 August 2015, R. 3 of 19 February 2016, R. 678 of 3 June 2016, R. 1055 of 29 September 2017, R. 1272 of 17 November 2017, R. 1318 of 30 November 2018, R. 61 of 25 January 2019, R. 842 of 31 May 2019, R. 1343 of 18 October 2019, R. 107 of 7 February 2020, R. 1157 of 30 October 2020, R. 1603 of 17 December 2021, R. 2133 of 3 June 2022, R. 2413 of 26 August 2022, R. 3397 of 12 May 2023, R. 4477 of 8 March 2024 and R. 5124 of 16 August 2024.

Amendment of rule 4 in the Rules

2. Rule 4 of the Rules is hereby amended by the substitution for subparagraph (iv) of paragraph (a) of subrule (1) of the following paragraph:

“(iv) if the person [so] to be served has chosen a *domicilium citandi*, by delivering a copy thereof to a person apparently not less than sixteen years of age at the *domicilium* so chosen; Provided that if no person is present at the *domicilium*, the sheriff may leave a copy at the aforesaid *domicilium*;

Amendment of rule 45 of the Rules

3. Rule 45 of the Rules is hereby amended—

(a) by the substitution for subrules (2), (3) and (4) of the following subrules:

(2) No process of execution shall issue for the levying and raising of any costs awarded by the court to any party, until they have been taxed by the taxing master or agreed to in writing by the party concerned in a fixed sum: Provided that it shall be competent to include in a writ of execution a claim for specified costs already awarded to the judgment creditor but not then taxed, subject to due taxation thereafter, provided further that if such costs shall not have been taxed and the original bill of costs, duly allocated, not lodged with the sheriff before the day of the sale, such costs shall be excluded from his or her account and plan of distribution.

(3) Whenever by any process of the court the sheriff is commanded to levy and raise any sum of money upon the goods of any person, [he] the sheriff shall forthwith [himself] or by [his] such sheriff's assistant proceed to the dwelling-house or place of employment or business of such person (unless the judgment creditor shall give different instructions regarding the situation of the assets to be attached), and there—

- (a) demand satisfaction of the writ and, failing satisfaction,
- (b) demand that so much movable and disposable property be pointed out as [he] the sheriff may deem sufficient to satisfy the said writ, and failing such pointing out,
- (c) search for such property.

Any such property shall be immediately inventoried and, unless the execution creditor shall otherwise have directed, and subject to the provisions of subrule (5), shall be taken into the custody of the sheriff: Provided—

(i) that if there is any claim made by any other person to any such property seized or about to be seized by the sheriff, then, if the plaintiff gives the sheriff an indemnity to his or her satisfaction to save him or her harmless from any loss or damage by reason of the seizure thereof, the sheriff shall retain or shall seize, as the case may be, make an inventory of and keep the said property; and

(ii) that if satisfaction of the writ was not demanded from the judgment debtor personally, the sheriff shall give to the judgment debtor written notice of the attachment and a copy of the inventory made by **[him]** such sheriff, unless **[his]** the judgment debtor's whereabouts are unknown.

(4) The sheriff shall file with the registrar any process with a return of what he or she has done thereon, and shall furnish a copy of such return and inventory to the party who caused such process to be issued.

(b) by the substitution in subrule (7) for paragraph (a) of the following paragraph:

(7) (a) Where any movable property is attached as aforesaid the sheriff shall where practicable and subject to rule 58 sell it by public auction to the highest bidder after due advertisement by the execution creditor in a newspaper circulating in the district in which the property has been attached and after the expiration of not less than 15 days from the time of seizure thereof; Provided that—

(i) the auction may be conducted via electronic platform simultaneously with the physical auction; and

(ii) the auction shall be conducted in accordance with the provisions of section 45 of the Consumer Protection Act, 2008 (Act No. 68 of 2008) and the Regulations promulgated thereunder.

(c) by the substitution in subrule (8) for paragraph (c)(i) of the following paragraph:

(c) In the case of the attachment of all other incorporeal property or incorporeal rights in property as aforesaid,

(i) the attachment shall only be complete when —

(a) notice of the attachment has been given in writing by the sheriff to all interested parties and where the asset consists of incorporeal immovable property or an incorporeal right in immovable property, notice shall also have been given to the registrar of deeds in whose deeds registry the property or right is registered, and

(b) the sheriff shall have taken possession of the writing or document evidencing the ownership of such property or right, or shall have certified that he or she has been unable, despite diligent search, to obtain possession of the writing or document;

(d) by the substitution for subrule (10) of the following subrule:

(10) Where property subject to a real right of any third person is sold in execution such sale shall be subject to the rights of such third person unless **[he]** such third person otherwise agrees.

(e) by the substitution in subrule (11) for paragraphs (a)(ii) and (b) of the following paragraphs:

(a) (ii) The sheriff conducting the sale in execution shall not less than 10 days prior to the date of sale forward a copy of the notice of sale to all other sheriffs appointed in the district in which he or she has been instructed to conduct a sale in respect of the attached goods; Provided that where the auction is conducted via electronic platform simultaneously with the physical auction the notice of sale shall comply with the provisions of section 45 of the Consumer Protection Act, 2008 (Act No. 68 of 2008) and the Regulations promulgated thereunder.

(b) If there should remain any surplus, the sheriff shall pay it over to the judgment debtor; and the sheriff shall make out and deliver to **[him]** the judgment debtor an exact account, in writing of **[his]** the sheriff's costs and charges of the execution and sale, which shall be liable to taxation upon application by the judgment debtor, and if upon taxation any sum shall be disallowed, the sheriff shall refund such sum to the judgment debtor.

(f) by the substitution in subrule (12) for paragraphs (a), (b), (c) and (f) of the following paragraphs:

(12)(a) Whenever it is brought to the knowledge of the sheriff that there are debts which are subject to attachment, and are owing or accruing from a third person to the judgment debtor, the sheriff may, if requested thereto by the judgment creditor, attach the same, and thereupon shall serve a notice on such third person, hereinafter called the garnishee, requiring payment by **[him]** such garnishee to the sheriff of so much of the debt as may be sufficient to satisfy the writ, and the sheriff may, upon any such payment, give a receipt to the garnishee which shall be a discharge, *pro tanto*, of the debt attached.

(b) In the event of the garnishee refusing or neglecting to comply with any such notice, the sheriff shall forthwith notify the judgment creditor and the judgment creditor may call upon the garnishee to appear before the court to show cause why **[he]** such garnishee should not pay to the sheriff the debt due, or so much thereof as may be sufficient to satisfy the writ, and if the garnishee does not dispute the debt due, or claimed to be due by him or her to the party against whom execution is issued, or he or she does not appear to answer to such notice, then the court may order execution to issue, and it may issue accordingly, without any previous writ or process, for the amount due from such garnishee, or so much thereof as may be sufficient to satisfy the writ.

(c) If the garnishee disputes his or her liability in part, the court may order execution to issue in respect of so much as may be admitted, but if none be admitted then the court may order that any issue or question necessary for determining the garnishee's liability be tried

or determined in any manner *mutatis mutandis* in which any issue or question in any action may be tried or determined, or the court may make any such other order in the premises as may be just.

(f) Where the sheriff is of opinion that applications to the court or orders with respect to a garnishee will probably cost more than the amount to be recovered thereunder, **[he]** the sheriff may sell such debts, after attachment, by auction, in the same way as any other movable property, or may cede the same at the nominal amount thereof to the judgment creditor with **[his]** such judgment creditor's consent.

(g) by the substitution for subrule (13) of the following subrule:

(13) Neither a sheriff nor any person on behalf of the sheriff shall at any sale in execution purchase any of the property offered for sale either for **[himself]** such sheriff or for any other person.

Amendment of rule 46 of the Rules

4. Rule 46 of the Rules is hereby amended—

(a) by the substitution in the preamble of subrule (5) of the following preamble:

(5) Subject to rule 46A and any order made by the court, no immovable property which is subject to any claim preferent to that of the execution creditor shall be sold in execution unless—

(b) by the substitution in subrule (7) for paragraphs (a) and (b) of the following paragraphs:

(7)(a) The sheriff conducting the sale shall appoint a day and place for the sale of the attached immovable property, such day being, except by special leave of a magistrate, not less than 45 days after service of the notice of attachment and shall forthwith inform all other sheriffs appointed in the district of such day and place: Provided that—

(i) the auction may be conducted via electronic platform simultaneously with the physical auction; and

(ii) the auction shall be conducted in accordance with the provisions of section 45 of the Consumer Protection Act, 2008 (Act No. 68 of 2008) and the Regulations promulgated thereunder.

(b)(i) The execution creditor shall, after consultation with the sheriff conducting the sale, prepare a notice of sale containing a short description of the attached immovable

property, its improvements, magisterial district and physical address, the time and place for the holding of the sale and the fact that the conditions may be inspected at the office of the sheriff conducting the sale.

(ii) The execution creditor **[must]** shall furnish the sheriff with as many copies of the notice of sale as the sheriff may require.

(c) by the substitution in subrule (8) for subparagraph (v) of paragraph (a) of the following subparagraph:

(v) The sale in execution and the conditions of sale shall comply with the provisions of **[any law relating to auctions, in particular]** section 45 of the Consumer Protection Act, 2008 (Act No. 68 of 2008), and the Regulations promulgated thereunder.

Substitution of Form 21 of the First Schedule

5. Form 21 of the Uniform Rules is hereby substituted of the following Form:

Form 21
Conditions of sale in execution of immovable property

In re:

.....

Execution Creditor

and

.....

Judgment Debtor

The immovable property (hereinafter referred to as the 'property') which will be put up for auction on the day of 20....., consists of:

.....

The sale shall be conducted on the following conditions:

1 The sale shall be conducted in accordance with the provisions of rule 46 of the Uniform Rules of Court and all other applicable law.

2 The property shall be sold by the sheriff of at to the highest bidder without reserve/subject to a reserve price of

3 The sale shall be for rands, and no bid for less than one thousand rands shall be accepted.

4 If any dispute arises about any bid, the property may again be put up for auction.

5 (a) If the sheriff makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.

(b) If the sheriff suspects that a bidder is unable to pay either the deposit referred to in condition 7 or the balance of the purchase price, the sheriff may refuse to accept the bid of such bidder, or accept it provisionally until the bidder satisfies the sheriff that such bidder is able to pay the deposit and the balance of the purchase price.

(c) On the refusal of a bid under circumstances referred to in paragraph (b), the property may immediately be put up for auction again.

6 (a) The purchaser shall, as soon as possible after the sale and immediately on being requested by the sheriff, sign these conditions.

(b) If the purchaser purchases in a representative capacity, the purchaser shall disclose the name of the principal or person on whose behalf the property is being purchased.

7 (a) The purchaser shall pay to the sheriff a deposit of 10 per cent of the purchase price in cash or by **[bank guaranteed cheque]** electronic funds transfer on the day of the sale.

(b) The balance shall be paid against transfer and shall be secured by a guarantee issued by a financial institution, approved by the execution creditor or his or her attorney, and shall be furnished to the sheriff within days after the date of sale.

8 (a) If the purchaser fails to carry out any obligation due by the purchaser under the conditions of sale, the sale may be cancelled by a judge summarily on the report of the sheriff after due notice to the purchaser, and the property may again be put up for sale.

(b) In the event of the circumstances in paragraph (a) occurring, the purchaser shall be responsible for any loss sustained by reason of such default, which loss may, on the application of any aggrieved creditor referred to in subparagraphs (i) and (ii) of Rule 46(14)(c), be recovered from the purchaser under judgment of a judge pronounced on a written report by the sheriff, after such purchaser has been given notice in writing that such report will be laid before the judge for such purpose.

(c) If the purchaser is already in possession of the property, the sheriff may, on notice to affected parties, apply to a judge for an order evicting the purchaser or any person claiming to occupy the property through the purchaser or otherwise occupying the property.

9 (a) The purchaser shall immediately on demand pay the sheriff's commission calculated as follows:

.....
 (b) The purchaser shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:

(i) All amounts due to the municipality servicing the property, in terms of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality; and where applicable

(ii) All levies due to a body corporate in terms of the Sectional Titles Act, 1986 (Act 95 of 1986) or amounts due to a home owners' or other association which renders services to the property.

(iii) The costs of transfer, including conveyance fees, transfer duty and any other amount necessary for the passing of transfer to the purchaser.

10 (a) The property may be taken possession of after signature of the conditions of sale, payment of the deposit and upon the balance of the purchase price being secured in terms of condition 7(b).

(b) Should the purchaser receive possession of the property, the purchaser shall be liable for occupational rental at the rate of R..... per month from to date of transfer.

(c) Upon the purchaser taking possession (occupation), the property shall be at the risk and profit of the purchaser.

(d) The execution creditor and the sheriff give no warranty that the purchaser shall be able to obtain personal and/or vacant occupation of the property or that the property is not occupied.

11 (a) The purchaser shall be entitled to obtain transfer forthwith upon payment of the whole purchase price and compliance with condition 9, alternatively transfer shall be passed only after the purchaser has complied with the provisions of conditions 7 and 9 hereof.

(b) If the transfer is delayed by the purchaser, the purchaser shall be liable for interest at the rate of per cent per annum on the purchase price.

12 (a) The sheriff may demand that any improvements to the property sold shall be immediately insured by the purchaser for their full value, proof of insurance given to the sheriff and such insurance policy kept in force until transfer is registered.

(b) Should the purchaser fail to comply with the obligations in paragraph (a), the sheriff may effect the necessary insurance, the cost of which insurance shall be for the purchaser's account.

13 (a) The property is sold as represented by the title deeds and diagram or sectional plan, subject to all servitudes and conditions of establishment, whichever applies to the property.

(b) The sheriff shall not be liable for any deficiency that may be found to exist in the property.

14 The execution creditor shall appoint the conveyancer to effect transfer of the property to the purchaser: Provided that the sheriff shall be entitled to appoint a new conveyancer should the conveyancer appointed by the execution creditor not proceed timeously or satisfactorily with the transfer.

Dated at this day of 20.....

.....

Sheriff

I certify hereby that today the in my presence the hereinbefore-mentioned property was sold for to

I, the undersigned, residing at in the district of do hereby bind myself as the purchaser of the hereinbefore-mentioned property to pay the purchase price and to perform all and singular the conditions mentioned above.

Commencement

- 6. These Rules come into operation on **27 December 2024**.

DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING

NO. R. 5560

22 November 2024

WET OP DIE REËLSRAAD VIR GEREESHOWE, 1985 (WET NO. 107 VAN 1985)

WYSIGING VAN DIE REËLS WAARBY DIE VOER VAN DIE VERRIGTINGE VAN DIE
VERSKEIE PROVINSIALE EN PLAASLIKE AFDELINGS VAN DIE HOOGGEREGSHOF
VAN SUID-AFRIKA GEREËL WORD

Die Reëlsraad vir Gereeshowe het kragtens artikel 6 van die Wet op die Reëlsraad vir Gereeshowe, 1985 (Wet No. 107 van 1985), en met die goedkeuring van die Minister van Justisie en Korrektiewe Dienste, die reëls in die Bylae gemaak.

BYLAE**ALGEMENE VERDUIDELIKENDE NOTA:**

[] Woorde in vetdruk in vierkantige hakies dui op weglatings uit die
bestaande reëls.
_____ Woorde of uitdrukings met 'n volstreep daaronder dui op invoegings
in die bestaande reëls.

Woordomskrywing

1. In hierdie Bylae beteken die “reëls”, die Reëls waarby die verrigtinge van die verskillende Provinsiale en Plaaslike Afdelings van die Hoë Hof van Suid-Afrika gereël word soos gepubliseer in Goewermentskennisgewing No. R. 48 van 12 Januarie 1965 en soos gewysig deur Goewermentskennisgewings No's. R. 235 van 18 Februarie 1966, R. 2004 van 15 Desember 1967, R. 3553 van 17 Oktober 1969, R. 2021 van 5 November 1971, R. 1985 van 3 November 1972, R. 480 van 30 Maart 1973, R. 639 van 4 April 1975, R. 1816 van 8 Oktober 1976, R. 1975 van 29 Oktober 1976, R. 2477 van 17 Desember 1976, R. 2365 van 18 November 1977, R. 1546 van 28 Julie 1978, R. 1577 van 20 Julie 1979, R. 1535 van 25 Julie 1980, R. 2527 van 5 Desember 1980, R. 500 van 12 Maart 1982, R. 773 van 23 April 1982, R. 775 van 23 April 1982, R. 1873 van 3 September 1982, R. 2171 van 6 Oktober 1982, R. 645 van 25 Maart 1983, R. 841 van 22 April 1983, R. 1077 van 20 Mei 1983, R. 1996 van 7 September 1984, R. 2094 van 13 September 1985, R. 810 van 2 Mei 1986, R. 2164 van 2 Oktober 1987, R. 2642 van 27 November 1987, R. 1421 van 15 Julie 1988, R. 210 van 10 Februarie 1989, R. 608 van 31 Maart 1989, R. 2628 van 1 Desember 1989, R. 185 van 2 Februarie 1990, R. 1929 van 10 Augustus 1990, R. 1262 van 30 Mei 1991, R. 2410 van 30 September 1991, R. 2845 van 29 November 1991, R. 406 van 7 Februarie 1992, R. 1883 van 3 Julie 1992, R. 109 van 22 Januarie 1993, R. 960 van 28 Mei 1993, R. 974 van 1 Junie 1993, R. 1356 van 30 Julie 1993, R. 1843 van 1 Oktober 1993, R. 2365 van 10 Desember 1993, R. 2529 van 31 Desember 1993, R. 181 van 28 Januarie 1994, R. 411 van 11 Maart 1994, R.

873 van 31 Mei 1996, R. 1063 van 28 Junie 1996, R. 1557 van 20 September 1996, R. 1746 van 25 Oktober 1996, R. 2047 van 13 Desember 1996, R. 417 van 14 Maart 1997, R. 491 van 27 Maart 1997, R. 700 van 16 Mei 1997, R. 798 van 13 Junie 1997, R. 1352 van 10 Oktober 1997, R. 785 van 5 Junie 1998, R. 881 van 26 Junie 1998, R. 1024 van 7 Augustus 1998, R. 1723 van 30 Desember 1998, R. 315 van 12 Maart 1999, R. 568 van 30 April 1999, R. 1084 van 10 September 1999, R. 1299 van 29 Oktober 1999, R. 502 van 19 Mei 2000, R. 849 van 25 Augustus 2000, R. 373 van 30 April 2001, R. 1088 van 26 Oktober 2001, R. 1755 van 5 Desember 2003, R. 229 van 20 Februarie 2004, R. 1343 van 12 Desember 2008, R. 1345 van 12 Desember 2008, R. 516 van 8 Mei 2009, R. 518 van 8 Mei 2009, R. 86 van 12 Februarie 2010, R. 87 van 12 Februarie 2010, R. 88 van 12 Februarie 2010, R. 89 van 12 Februarie 2010, R. 90 van 12 Februarie 2010, R. 500 van 11 Junie 2010, R. 591 van 09 Julie 2010, R. 980 van 19 November 2010, R. 981 van 19 November 2010, R. 464 van 22 Junie 2012, R. 992 van 7 Desember 2012, R. 114 van 15 Februarie 2013, R. 262 van 12 April 2013, R. 471 van 12 Julie 2013, R. 472 van 12 Julie 2013, R. 759 van 11 Oktober 2013, R. 212 van 28 Maart 2014, R. 213 van 28 Maart 2014, R. 214 van 28 Maart 2014, R. 30 van 23 Januarie 2015, R. 31 van 23 Januarie 2015, R. 317 van 17 April 2015, R. 781 van 31 Augustus 2015, R. 3 van 19 Februarie 2016, R. 678 van 3 Junie 2016, R. 1055 van 29 September 2017, R. 1272 van 17 November 2017, R. 1318 van 30 November 2018, R. 61 van 25 Januarie 2019, R. 842 van 31 Mei 2019, R. 1343 van 18 Oktober 2019, R. 107 van 7 Februarie 2020, R. 1157 van 30 Oktober 2020, R. 1603 van 17 Desember 2021, R. 2133 van 3 Junie 2022 en R. 2413 van 26 Augustus 2022 en R. 3397 van 12 Mei 2023.

Wysiging van reël 4 van die Reëls

2. Reël 4 van die reëls word hierby gewysig deur in subreël (1) subparagraaf (iv) van paragraaf (a) deur die volgende paragraaf te vervang:

"(iv) deur in die geval waar die **[betrokke]** persoon aan wie betekening gedoen moet word 'n *domicilium citandi* gekies het, 'n afskrif daarvan by die *domicilium* af te lewer aan 'n persoon

wat nie jonger as sestien jaar voorkom nie: Met dien verstande dat indien geen persoon teenwoordig is by die *domicilium* nie die balju 'n afskrif by die *domicilium* kan laat;"

Wysiging van reël 45 van die Reëls

3. Reël 45 van die Reëls word hierby gewysig—

(a) deur subreëls (2), (3) en (4) deur die volgende subreëls te vervang:

“(2) Niemand word uitgewin vir die invordering van koste nie tensy die koste eers deur die takseermeester getakseer is of die betrokke party skriftelik toegestem het tot betaling van 'n bepaalde bedrag: Met dien verstande dat 'n eis om gespesifiseerde koste reeds aan die vonnisskuldeiser toegeken maar nog nie getakseer nie, in 'n uitwinningslasbrief mag verskyn, onderworpe aan behoorlike taksasie daarna; maar as hulle nie aldus getakseer is nie en die oorspronklike kosterekening, behoorlik toegestaan, nie by die balju voor die datum van die verkoping ingedien is nie, hulle nie in sy of haar rekening en distribusieplan mag voorkom nie.

(3) Wanneer die balju in 'n prosesstuk van die hof gelas is om iemand se goedere uit te win, moet **[hy]** die balju of **[sy]** daardie balju se assistent onverwyld na **[sy]** daardie persoon se woon-, werk- of besigheidsplek gaan (tensy die vonnisskuldeiser 'n ander aanwysing gee betreffende die ligging van die bates waarop beslag gelê moet word) en—

- (a) aldaar voldoening van die lasbrief eis; en by gebreke daarvan,
- (b) eis dat roerende en vervreembare goed wat na **[sy]** die balju se mening genoeg is om aan die lasbrief te voldoen, aangedui word; en by gebreke daarvan,
- (c) self sulke goed soek.

Al sulke goed moet onmiddellik geïntariseer word en tensy die uitwinnende skuldeiser anders gelas het en behoudens subreël (5), moet die balju dit in bewaring neem: Met dien verstande dat-

- (i) as iemand anders aanspraak maak op goed waarop beslag gelê is of wat in beslag geneem staan te word deur die balju, die eiser eers die balju tot sy of haar bevrediging moet vrywaar teen verlies of skade vanweë die beslaglegging, waarna die balju dit behou of beslag daarop lê na gelang van die geval, dit inventariseer en in bewaring neem; en
- (ii) as die vonnisskuldenaar nie persoonlik gevra is om aan die lasbrief te voldoen nie, die balju **[hom]** die vonnisskuldenaar skriftelike kennis van die beslaglegging moet gee asook 'n afskrif van die inventaris, tensy dit onbekend is waar hy of sy verblyf hou.

(4) Die balju moet die prosesstuk tesame met 'n relaas van wat hy of sy daaromtrent

gedoen het, by die griffier indien en 'n afskrif van die relaas en die inventaris verskaf aan die party wat die prosesstuk laat uitreik het.”;

(b) deur paragraaf (a) in subreël (7) deur die volgende paragraaf te vervang:

“(7) (a) Inbeslaggenome roerende goed word waar doenlik en behoudens reël 58 deur die balju by openbare veiling aan die hoogste bieder verkoop. Die uitwinnende skuldeiser moet dit eers in 'n koerant wat sirkuleer in die distrik waar die eiendom geleë is adverteer en minstens 15 dae laat verloop na die beslaglegging: Met dien verstande dat—

(i) die veiling kan via 'n elektroniese platform gehou word tersleffertyd as die fisiese veiling; en

(ii) die veiling word gehou ooreenkomstig die bepalings van artikel 45 van die 'Consumer Protection Act, 2008' (Wet No. 68 van 2008), en die Regulasies wat daarkragtens uitgevaardig is.”;

(c) deur in subreël (8) paragraaf (c)(i) deur die volgende paragraaf te vervang:

“(c) In die geval van alle ander onliggaamlike goed of onliggaamlike regte in goed—

(i) is beslaglegging alleen voltooi as-

(a) die balju skriftelik aan alle belanghebbende partye kennis van die beslaglegging gegee het, en waar dit onliggaamlike onroerende goed of 'n onliggaamlike reg in roerende goed is, ook aan die registrateur van aktes in wie se kantoor die eiendom of reg geregistreer is; en

(b) die balju besit geneem het van die geskrif of dokument wat die aanspraak op die goed of reg bewys, of gesertifiseer het dat hy of sy ondanks sorgvuldige nasporing die geskrif of dokument nie kon vind nie;”;

(d) deur subreël (10) deur die volgende subreël te vervang:

“(10) Waar eiendom waarop 'n derde 'n saaklike reg het, uitgewin word, is die verkoping onderhewig aan die regte van die derde tensy **[hy]** sodanige derde persoon andersins toestem.”;

(e) deur in subreël (11) paragrawe (a)(ii) en (b) deur die volgende paragrawe te vervang:

“(a) (ii) Die balju, wat die uitwinningsverkoping doen, moet minstens 10 dae voor die datum van die verkoping 'n afskrif van die kennisgewing van verkoping verstrek aan al die ander balju's, wat in die distrik aangestel is waar hy of sy opdrag het om 'n verkoping te onderneem aangaande die goed waarop beslag gelê is: edrag afgetakseer word, moet die

balju dit aan die vonnisskuldenaar terugbetaal: Met dien verstande dat waar die veiling terselfdertyd as die fisiese veiling via elektroniese platform gehou word, die kennisgewing van verkoping moet voldoen aan die bepalings van artikel 45 van die 'Consumer Protection Act, 2008' (Wet No. 68 van 2008), en die Regulasies wat daarkragtens uitgevaardig is.

(b) As daar 'n oorskot is, moet die balju dit aan die vonnisskuldenaar oorbetaal en aan **[hom]** die vonnisskuldenaar 'n noukeurige staat van **[sy]** die balju se koste en van die uitwinning verskaf. Dit is onderhewig aan taksasie op aansoek van die vonnisskuldenaar en as 'n bedrag afgetakseer word, moet die balju dit aan die vonnisskuldenaar terugbetaal.”;

(f) deur in subreël (12) paragrawe (a), (b), (c) en (f) deur die volgende paragrawe te vervang:

(12)(a) Wanneer dit ook al onder die aandag van die balju gebring word dat daar skulde is wat aan beslaglegging onderworpe is en wat deur 'n derde persoon verskuldig is of van hom of haar toeval aan die vonnisskuldenaar, kan die balju, indien hy of sy deur die vonnisskuldeiser versoek word om dit te doen, daarop beslag lê, en moet hy of sy dan 'n kennisgewing aan die derde persoon (hieronder die beslagskuldenaar genoem) beteken, waarin daar van **[hom]** die beslagskuldenaar vereis word dat hy of sy aan die balju soveel van die skuld betaal as wat genoeg is om aan die lasbrief te voldoen, en die balju kan, by so 'n betaling, 'n kwitansie aan die beslagskuldenaar uitreik wat *pro tanto* 'n kwyting is van skuld waarop beslag gelê is.

(b) Indien die beslagskuldenaar weier of versuim om aan so 'n kennisgewing te voldoen, moet die balju die vonnisskuldeiser onverwyld in kennis stel en die vonnisskuldeiser kan die beslagskuldenaar daag om voor die hof te verskyn en redes aan te voer waarom **[hy]** daardie beslagskuldenaar nie die verskuldigde bedrag of soveel daarvan as wat genoeg sal wees om aan die lasbrief te voldoen, aan die balju moet betaal nie, en indien die beslagskuldenaar nie die bedrag wat verskuldig is of wat, na beweer word, deur hom of haar verskuldig is, aan die party teen wie die bevel tot tenuitvoerlegging uitgereik is, betwis nie, of indien hy of sy nie verskyn om op sodanige kennisgewing te antwoord nie, kan die hof gelas dat 'n bevel tot tenuitvoerlegging uitgereik word en kan dit dienooreenkomstig sonder enige vorige lasbrief of prosesstuk uitgereik word vir die bedrag verskuldig deur sodanige beslagskuldenaar of soveel daarvan as wat genoeg mag wees om aan die lasbrief te voldoen.

(c) Indien die beslagskuldenaar sy of haar aanspreeklikheid gedeeltelik betwis, kan die hof 'n bevel tot tenuitvoerlegging uitreik ten opsigte van soveel as wat erken word, maar as geen aanspreeklikheid erken word nie, kan die hof beveel dat enige geskilpunt of vraag wat vir die bepaling van die beslagskuldenaar se aanspreeklikheid nodig is, verhoor of

beslis word op 'n wyse mutatis mutandis waarop 'n geskilpunt of vraag in 'n geding verhoor of beslis mag word, of kan die hof so 'n ander bevel in dié verband uitreik as wat regverdig mag wees.

(f) Wanneer die balju van mening is dat die aansoeke aan die hof gerig of bevele met betrekking tot 'n beslagskuldenaar waarskynlik meer sal kos as die bedrag wat ingevolge daarvan verhaal moet word, kan **[hy]** die balju die skulde na beslaglegging per veiling op dieselfde wyse as enige ander roerende goed verkoop of kan hy dit teen die nominale bedrag daarvan aan die vonnisskuldeiser met **[sy]** daardie vonnisskuldeiser se toestemming sedeer.”;

(g) deur subreël (13) deur die volgende subreël te vervang:

“(13) Nóg 'n balju nóg iemand namens die balju koop by enige verkoping in eksekusie hetsy vir **[homself]** sodanige balju of vir enige ander persoon enige van die goed wat te koop aangebied word.”.

Wysiging van reël 46 van die Reëls

4. Reël 46 van die Reëls word hierby gewysig—

(a) deur die aanhef van subreël (5) deur die volgende subreël te vervang:

“(5) Behoudens reël 46A en enige bevel deur die hof gegee word onroerende goed wat onderworpe is aan 'n eis wat voorkeur geniet bo dié van die vonnisskuldeiser nie ter uitwinning verkoop nie tensy—”;

(b) deur in subreël (7) paragrawe (a) en (b) deur die volgende paragrawe te vervang:

“(7)(a) Die balju wat die verkoping hou bepaal 'n dag en plek vir die verkoping van die inbeslaggenome onroerende eiendom, maar behalwe met spesiale verlof van 'n landdros, nie minder as 45 dae na betekening van die kennisgewing van beslaglegging nie en stel onverwyld al die ander balju's wat in die distrik aangestel is van die dag en die plek in kennis.—

(i) die verkoping kan via elektroniese platform gehou word tegelykertyd as die fisiese verkoping; en

(ii) die veiling moet gehou word ooreenkomstig die bepalings van artikel 45 van die 'Consumer Protection Act, 2008 (Wet No. 68 van 2008), en die Regulasies wat daarkragtens uitgevaardig is.

(b)(i) Die vonnisskuldeiser moet in oorleg met die balju 'n kennisgewing van verkoping

opstel wat 'n kort beskrywing van die inbeslaggenome onroerende eiendom bevat, die verbeterings daaraan gedoen, die landdrostdistrik en fisieke adres daarvan, die tyd en plek van die verkoping en die feit dat die voorwaardes by die kantoor van die balju wat die verkoping hou ingesien kan word.

(ii) Die vonniskskuldeiser **[moet] voorsien** soveel eksimplare van die kennisgewing van verkoping soos die balju vereis, aan die balju **[voorsien]**.”;

(c) deur in subreël (8) subparagraaf (v) van paragraaf (a) deur die volgende subparagraaf te vervang:

“(v) Die uitwinningsverkoping en die verkoopsvoorwaardes moet voldoen aan die bepalings van **[enige wet wat verband hou met veilings, in die besonder] artikel 45** die 'Consumer Protection Act, 2008' (Wet 68 van 2008), en die Regulasies daarkragtens uitgevaardig.”.

Vervanging van Vorm 21 van die Eerste Bylae

5. Vorm 21 van die Eenvormige Reëls word hierby deur die volgende Vorm vervang:

Vorm 21
Verkoopsvoorwaardes by uitwinning van onroerende goed

Insake:

.....
Vonnisskuldeiser

en

.....
Vonnisskuldenaar

Die onroerende eiendom (hierna die "eiendom" genoem) wat te koop aangebied sal word op die dag van..... 20 , bestaan uit:

.....

Die verkoping sal volgens die volgende voorwaardes gehou word:

1. Die verkoping word behoudens die bepalings van reël 46 van die Eenvormige Hofreëls en alle ander toepaslike wetsbepalings gehou.

2. Die eiendom sal deur die balju van te aan die hoogste bieder sonder 'n reserweprys/onderhewig aan 'n reserweprys van verkoop word.

3. Die verkoping geskied in rande en geen bod van minder as eenduisend rand sal aanvaar word nie.

4. Indien 'n geskil betreffende 'n bod ontstaan, kan die eiendom weer vir verkoping aangebied word.

5. (a) Indien die balju 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie maar kan dit reggestel word.

(b) Indien die balju vermoed dat 'n bieder nie in staat is om of die deposito wat in voorwaarde 7 genoem word of die balans van die koopprys te betaal nie, kan die balju weier om die bod van so 'n bieder te aanvaar of kan hy dit voorwaardelik aanvaar totdat die bieder die balju oortuig dat die beider in staat is om die deposito en die balans van die koopprys te betaal.

(c) By die weiering van 'n bod in die omstandighede in paragraaf (b) bedoel, kan die eiendom onmiddellik weer vir verkoping aangebied word.

6 (a) Die koper moet so spoedig doenlik na die verkoping en onmiddellik wanneer deur die balju versoek, hierdie voorwaardes onderteken.

(b) Indien die koper as verteenwoordiger koop, moet die koper die naam van die prinsipaal of persoon namens wie die eiendom gekoop word, bekendmaak.

7 (a) Die koper moet 'n deposito van 10 per sent van die koopprys kontant of per **[bankgewaarborgde tjek]** elektroniese fondsoorplasing op die dag van die verkoping aan die balju betaal.

(b) Die balans word teen transport betaal en verseker deur 'n waarborg uitgereik deur 'n finansiële instelling deur die vonnisskuldeiser of sy of haar prokureur goedgekeur, en die waarborg moet binne dae na die datum van die verkoping aan die balju verstrek word.

8. (a) As die koper versuim om enige verpligting van die koper ingevolge die verkoopsvoorwaardes na te kom, kan die koop summier deur 'n regter op grond van 'n verslag van die balju en na behoorlike kennisgewing aan die koper, gekanselleer word en die eiendom kan weer te koop aangebied word.

(b) Indien die omstandighede in paragraaf (a) voorkom, is die koper aanspreeklik vir verliese gelyk vanweë sodanige versuim en dit kan op aansoek van 'n benadeelde skuldeiser in subparagrafe (i) en (ii) van Reël 46(14)(c) bedoel, van die koper verhaal word kragtens

vonnis van 'n regter wat op grond van 'n skriftelike verslag van die balju gegee word nadat die koper skriftelik in kennis gestel is dat so 'n verslag vir daardie doel voor die regter gelê sal word.

"(c) As die koper reeds in besit van die eiendom is, kan die balju met sewe dae kennisgewing by 'n regter 'n bevel kry wat die koper of iemand wat voorgee die eiendom deur die koper te okkupeer of die eiendom andersins okkupeer, uitsit..

9 . (a) Die koper moet onmiddellik op aandrang die balju se kommissie betaal, wat soos volg bereken word:.....;

.....
 (b) Die koper is aanspreeklik om, binne 10 dae nadat die koper deur die aangestelde aktebesorger versoek is om dit te doen, die volgende te betaal:

(i) Alle bedrae verskuldig aan die munisipaliteit wat die eiendom bedien, ingevolge die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet 32 van 2000), vir munisipale diensgelde, ekstra betalings op gelde, eiendombelasting en ander munisipale belastings, heffings en regte wat aan 'n munisipaliteit verskuldig kan wees, en waar van toepassing;

(ii) Alle heffings verskuldig aan 'n regs persoon ingevolge die Wet op Deeltitels, 1986 (Wet 95 van 1986) of bedrae verskuldig aan 'n huiseienaars- of ander vereniging wat dienste aan die eiendom lewer.

(iii) Die koste van transport, met inbegrip van aktebesorgingsgeld, hereregte en enige ander bedrag nodig vir die oordrag van transport na die koper.

10. (a) Die eiendom kan na ondertekening van verkoopsvoorwaardes, betaling van die deposito en wanneer die balans van die koopprys ingevolge voorwaarde 7(b) gewaarborg is in besit geneem word.

(b) Indien die koper besit van die eiendom neem, is die koper aanspreeklik vir okkupasiehuur teen die koers van R per maand van tot datum van transport.

(c) Wanneer die koper besit neem, is die eiendom op die risiko en tot voordeel van die koper.

(d) Die vonnisskuldeiser en die balju gee geen waarborg dat die koper persoonlike en/of vakante okkupasie van die eiendom sal kan kry nie of dat die eiendom nie geokkupeer is nie.

11. (a) Die koper is geregtig om onverwyld transport te kry by betaling van die hele koopprys en by voldoening aan voorwaarde 9. Anders sal transport gegee word eers nadat die koper voorwaardes 7 en 9 hiervan nagekom het.

(b) Indien die transport deur die koper vertraag word, is die koper aanspreeklik vir rente teen die koers van persent per jaar op die koopprys.

12. (a) Die balju kan eis dat enige verbetering op die verkoopte eiendom onmiddellik deur die koper vir die volle waarde daarvan verassureer word, bewys van assuransië aan die balju gegee word en sodanige assuransiëpolis van krag gehou word totdat transport geregistreer is.

(b) Sou die koper versuim om aan die verpligtinge in paragraaf (a) te voldoen, kan die balju die nodige assuransië uitneem en die koste van daardie assuransië sal op die koper se koste wees.

13. (a) Die eiendom word verkoop soos deur die titelaktes en kaart of deelplan voorgestel, behoudens alle serwitute en voorwaardes van vestiging, watter ook al op die eiendom van toepassing is.

(b) Die balju is nie aanspreeklik vir enige tekort wat op die eiendom gevind mag word nie.

14. Die vonnisskuldeiser stel 'n aktebesorger aan om die transport van die eiendom na die koper te behartig: Met dien verstande dat die balju geregtig sal wees om 'n nuwe aktebesorger aan te stel sou die aktebesorger deur die vonnisskuldeiser aangestel nie

betyds of bevredigend met die transport voortgaan nie.

Gedateer te op hede die dag
van 20.....

.....
BALJU

Ek sertifiseer dat die voormelde eiendom vandag vir aan
..... in my teenwoordigheid verkoop is:

.....
Ek, die ondergetekende,....., woonagtig te in die distrik
..... verbind my hierby as koper van die voormelde eiendom om die koopprys te
betaal en om al die bogenoemde voorwaardes na te kom.”

Inwerkingtreding

6. Hierdie Reëls en Vorm tree in werking op **27 Desember 2024**