

THE REPUBLIC OF SOUTH AFRICA



IN THE HIGH COURT OF SOUTH AFRICA

WESTERN CAPE DIVISION, CAPE TOWN

Case No: A 228 /2025

Case No: 6388/2019

In the matter between:

R.J.S

First Applicant

THE TRUSTEES OF THE RJS TRUST

Second Applicant

RJS TRUST HOLDINGS (PTY) LTD

Third Applicant

and

L.A.S

Respondent

Summary: Maintenance - Medical Expenses - Educational Expenses - Holiday Allowances - "Reasonableness" Requirement Implied - Application Granted.

Coram: Wille, J

Heard: 14 May 2026

Delivered: 27 July 2026

JUDGMENT

WILLE, J:

INTRODUCTION

[1] This application was launched pursuant to an order I granted, by agreement between the parties, shortly before a pending full-court appeal. This is because the adjudication of the appeal (in my view) had little prospect of resolving the unfortunate post-divorce issues between the parties.¹

[2] The applicants seek relief in the form of a rectification, alternatively a clarification, alternatively an amendment of a settlement agreement/s, the provisions of which (including an addendum) were incorporated into the divorce order granted between the parties.²

THE RELEVANT BACKGROUND

[3] The parties were previously married and thereafter divorced several years ago. The first applicant agreed to pay maintenance and other expenses in respect of the parties' minor children and to the respondent, as recorded in their settlement agreement (s).³

[4] In terms of a further agreement (the addendum) between the applicants and the respondent, the applicants agreed to purchase and maintain an immovable residential property registered in a discrete trust created for the respondent's benefit.⁴

[5] Most regrettably, there have been ongoing disputes between the parties regarding various aspects of these agreements since their conclusion.⁵

¹ The full court appeal came before me on 23 January 2026.

² In summary, the applicants want the words 'reasonable and necessary' read into or added into the agreements.

³ It is the extent of these obligations that forms the bases of these disputes.

⁴ Known as the "LCC Trust".

⁵ This has led to an unfortunate tsunami of litigation.

- [6] The issues of disagreement (the **disputed expenses**) concern the following:
- (a) Payment of **all** the medical expenses of the respondent and the minor children.
 - (b) Payment of **all** the educational expenses in respect of the parties' minor children.
 - (c) Payment of **all** the annual holiday allowances to the respondent and the minor children.⁶

[7] The applicants argue that these disputed expenses must be reasonable.⁷

[8] Fortunately, the dispute regarding the maintenance expenses for the immovable property registered in the name of the discrete trust has now been resolved, as the immovable property has been sold.⁸

THE RELIEF

[9] It is so that, as a general proposition, a court is unable to rectify an agreement if there is a genuine dispute about what was agreed between the parties. The case here is **nuanced** in that the argument is that - it must be so - that it was agreed that the disputed expenses would be reasonable.⁹

[10] What is sought here is that the court is requested to clarify, alternatively vary the agreements, and accordingly the orders, by the inclusion of the word **reasonable** into the relevant paragraphs and the amendment of the clauses as specified in the notice of motion.¹⁰

RELEVANT LITIGATION HISTORY

[11] This relief is not the normal so-called belated escapism relief sought when the shoe pinches. I say this because the first applicant raised concerns about the need to amend certain clauses (on which he needed clarity) in the agreements about five years ago and this

⁶ These disputes will be referred to as the "disputed expenses and/or obligations".

⁷ The applicants say it was express, alternatively implied term that such expenses would be reasonable and necessary.

⁸ This issue no longer forms part of the dispute between the parties.

⁹ It is advanced that this must have been the intention of both parties at the relevant time.

¹⁰ It is advanced that this was the common intention of the parties.

was not done to defeat the respondents' claims.¹¹

[12] In this connection, the first applicant initially brought an application in the local maintenance court within the appropriate jurisdiction for a variation of certain provisions of the agreements, based on the respondent's alleged permanent co-habitation with a third party. In this application, the first applicant also sought a variation of the agreements regarding the unlimited extent of the holiday allowances he paid for the period 2020 and 2021.¹²

[13] This latter application was withdrawn, and a second application was chartered requesting the discharge of the first applicant's obligations in respect of the holiday allowance payable for the minor children for a limited period only.¹³

[14] In addition, during this time, the first applicant filed an application for a declaratory order that his maintenance obligations to the respondent (personally) had terminated due to her permanent relationship with a third party.¹⁴

[15] The respondent opposed all the applications and denied the nature and extent of her alleged permanent relationship with a third party. The respondent further raised a point *in limine* that the first applicant was in contempt of court for his non-compliance with the agreements (and should not be heard), as he approached the court in default and not with clean hands. The respondent further indicated that she intended to launch a contempt of court application against all the applicants for their breach of the agreements¹⁵

[16] A dispute arose concerning the respondent's alleged permanent relationship with the third party and this discrete issue was referred to oral evidence for determination. Notwithstanding this pending application, the respondent launched an urgent application to hold the applicants in contempt of court. The disputed permanent relationship proceedings commenced, and judgment was granted in the first applicant's favour. Subsequently, leave

¹¹ Before contempt of court proceedings were launched against him.

¹² This was during November 2021.

¹³ Paarl Maintenance Court in May 2022.

¹⁴ By operation of the "*dum casta*" clause contained in the agreements.

¹⁵ This application was launched and subsequently found a full court on appeal.

to appeal against this judgment was refused.¹⁶

[17] This notwithstanding, the contempt of court application was heard and was determined in the respondent's favour. Leave to appeal the order was granted, and the matter came before me by way of a full-court appeal.¹⁷

[18] As mentioned before, by agreement between the parties the appeal hearing was postponed on the basis, *inter alia*, because the respondent wisely abandoned some of the relief granted in her favour. The only remaining issue for determination by the full court was whether the **first applicant** was correctly held in contempt for breach of some of the terms of the concluded agreements.¹⁸

THE 'IN LIMINE' CHALLENGE

[19] In her opposing affidavit, the respondent raises a non-joinder point of the trust to these proceedings. The point pursued is not really the non-joinder of the trust, but rather the manner and form in which the trust has been cited in this application. The simple point being that the trustees should be cited individually by name in their representative capacities as trustees of the trust. In this case, the trust is cited.¹⁹

[20] Self-evidently, the general rule is that when a trust is involved in litigation, the trustees should be cited individually in their representative capacities to enable the court to identify who the trustees are and to ascertain whether the trust is properly represented in court proceedings.²⁰

[21] What is different in this case is that this matter is before me by way of an **agreed court order** under the same case number as the remainder of the pending appeal proceedings. This is important because the respondent herself cited the trust in the same manner (as the citation/non-joinder issues complained of by the respondent without reference to the individual trustees) when pursuing her contempt proceedings against all the

¹⁶ Leave to appeal was on 3 February 2026.

¹⁷ The led to the granting of the agreed order regulating the further conduct of the matter.

¹⁸ These issues may be resolved because of this judgment,

¹⁹ Rather than the individual trustees of the trust.

²⁰ This is not disputed.

applicants.²¹

[22] But most importantly, the respondent obtained incarceration orders against the trustees in the court of first instance, whilst citing the trustees in the same form as the belated technical complaint she raised.²²

[23] The question arises whether this complaint makes any legal or practical difference in this application, bearing in mind that the respondent has, in any event, effectively abandoned (as I understand it) the orders obtained against the trustees in the pending full court appeal.²³

[24] Further, the trust stood surety for the first applicant's obligations, and the trustees accordingly must have bound themselves in their representative capacities. In this application, the two confirmatory affidavits were filed confirming that the first applicant was duly permitted to act on behalf of the trust in these proceedings.²⁴

[25] In this case, the respondent herself cited the trust and not the trustees in their representative capacities. This, read together with the two confirmatory affidavits by the trustees and the fact that the trust has only a surety obligation, makes it abundantly clear that the trustees can easily be identified. Thus, the complaint is not a fatal defect.²⁵

CONSIDERATION

AGREEMENTS GENERALLY

[26] The first applicant's request is that the agreements be rectified on the basis that it was always the parties' intention that payment of all maintenance expenses would be reasonable and thus necessary expenses. As I understand the application, the applicants are not requesting that the court re-write the agreements. I say this because it is submitted that even on the respondent's own interpretation of these agreements, her interpretation is in

²¹ Historically, the respondent adopted the same citation of the second applicant.

²² It is this part of the relief that has been wisely abandoned.

²³ Procedurally, there is nothing left to argue about.

²⁴ Thus, *locus standi*, is not an issue.

²⁵ Bayer Trust v Bayer [2024] ZAWCHC 404 at paragraphs [28] and [30].

any event not in accordance with the true intention of the parties, considering the matrimonial and post-divorce context of how and for what purpose the agreements were concluded.²⁶

[27] In order to give rise to a binding agreement, an offer must be one that is made '*animo contrahendi*' with the intention that upon acceptance it will create binding obligations. In addition, the offer must be a firm offer. This is so even if some relatively minor matters remain to be agreed and thrashed out between the parties. Put another way, one must obtain a clear impression of the parties' common intention.²⁷

[28] Also, there is a legal presumption that a reduction to writing of an agreement reached is intended to be a tool of an evidentiary nature. The parties want some kind of written proof of what they had already agreed as a binding contract, rather than that the reduction to writing was intended as a formal requirement to the enforceability of their agreement.²⁸

[29] Agreements are generally interpreted according to their plain language, unless ambiguity exists. The ultimate aim is to give effect to the parties' intentions as expressed in their agreements subject to public policy considerations such as reasonableness, which may influence the interpretation and enforceability of certain terms.²⁹

RECTIFICATION AND/OR A DECLARATOR

[30] Rectification does not create a new contract as it serves to correct the written memorial of an agreement. It is a declaration of what the parties to an agreement had agreed.³⁰

[31] It is the applicants' case that it was the intention of the parties at the time the agreements were entered into that all the first applicant's maintenance obligations towards the respondent and the children would be reasonable and holiday allowances utilised in the

²⁶ The respondent must have negotiated in good faith.

²⁷ *Command Protection Services v SA Post Office* 2013 (2) SA 133 (SCA).

²⁸ *Goldblatt v Freemantle* 1920 AD 123.

²⁹ *Venter v Jacobs* 1927 OPD 248.

³⁰ *Boundary Financing Ltd v Protea Property Holdings (Pty) Ltd* 2009 (3) SA 447 (SCA) at para 13.

particular year for which they were paid.³¹

[32] This brings me to the issue of implied terms, which are generally regarded as terms imported by law, without reference to any actual intention of the parties.³²

[33] The intention of the parties in respect of implied terms is only relevant to the question of whether the parties have exercised their privilege of excluding an implied term that would otherwise apply. Put another way, a term cannot be implied merely because it is reasonable or to promote fairness and justice between the parties in a particular case. It can be implied only if to do so would result in **good law** in general. The nature of the parties' dispute and their peculiar set of facts can serve only as catalysts in the process of legal development in this connection.³³

[34] Thus, the test I must use to determine whether a term is to be implied (or not) is whether it is necessary in the ordinary commercial sense (given the context of a matrimonial dispute and a post-divorce dispute) to give the agreements efficacy.³⁴

[35] In this case, I must apply the 'bystander' test.³⁵

[36] This means that the term or terms must be so obvious to all the parties that they need not be specifically included in the contract. This, in turn, is ultimately a process of interpretation. Interpretation in this type of contractual setting has been eloquently defined as:

'...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

³¹ The holiday expenses are expressed in an amount per child "per annum".

³² Alfred McAlpine & Son (Pty) Ltd v Transvaal Provincial Administration 1974 (3) SA 506 (AD).

³³ South African Forestry Company Limited v York Timbers Ltd 2005 (3) SA 323 (SCA) at 339 E-J.

³⁴ There must be some certainty regarding the first applicant's obligations.

³⁵ An objective test.

*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 weighted in 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...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...*³⁶

[37] What is significant is that this matter essentially concerns a maintenance order. Because of the very nature of maintenance orders, they may, at any time, be rescinded, varied or suspended by a court if the court finds that there is **sufficient reason** to do so. As an exception to the general rule, a court (in circumstances such as these) **may** rescind, vary, or suspend maintenance orders previously granted when sufficient reasons exist.³⁷

[38] There is no specific limitation to how a court can amend maintenance orders after consideration of the evidence adduced at an inquiry where a maintenance order is in force, to amend or substitute any maintenance order.³⁸

[39] Variations of maintenance orders pertaining to minor children can also be made under the common law. This must be so because the court, as the upper guardian of all dependent and minor children, has an inalienable authority to establish what is in the best interests of the children and make corresponding orders to ensure that such interests are effectively safeguarded. No agreement between the parties could encroach on this court authority.³⁹

THE MEDICAL EXPENSES

[40] The dispute over the reasonableness of medical expenses and the respondent's claims for payment from the first applicant for amounts not paid by his medical aid has been

³⁶ Natal Joint Municipal Pension Fund v Endumeni Municipality 2012 (4) SA 593 (SCA) at para [18].

³⁷ Georghiades v Janse van Rensburg 2007 (3) SA 18 (C).

³⁸ This is not disputed.

³⁹ Kemp v Kemp 1958 (3) SA 736 (D).

simmering for years. The respondent says that the first applicant must pay for **every single** medical expense, regardless of whether it is reasonable or necessary, and regardless of whether any reimbursement claims have been submitted to the medical aid. This is an undertaking (so the respondent says) which has no limits.⁴⁰

[41] What is of importance in this case is that the monthly maintenance schedules prepared by the respondent in the divorce action for purposes of justifying her and the children's maintenance requirements provided the underlying basis upon which the cash maintenance amount payable by the first applicant to the respondent was premised. This specifically provided that over-the-counter medication for the respondent and the minor children, formed part of the **cash maintenance** the first applicant pays to the respondent.⁴¹

[42] The respondent contends that the first applicant is responsible for **all** medical expenses, irrespective of whether they are for medication, without the rider that it would only be in respect of prescribed medication needed by the respondent and the children.⁴²

[43] The respondent avers that expenses need not be reasonable and that the first applicant (and the other applicants as sureties) must simply pay all and any medical expenses, no matter how extravagant, and that the first applicant has no right to raise any query regarding any medical expense. Put another way, the respondent contends that the first applicant cannot raise the reasonableness of any medical expense or claim any reimbursement and is not entitled to any explanation of how the respondent utilises the medical aid scheme.⁴³

[44] Precisely because of this stance that was adopted, the first applicant sought an agreement that the disputes regarding the reasonableness of medical expenses and how the medical aid is utilised be referred to mediation.⁴⁴

[45] The respondent adopted the stance that there was no dispute that came into being

⁴⁰ It is akin to a "limitless gold credit card".

⁴¹ This gives some factual background into the intention of the parties.

⁴² Thus, the first applicant's obligations have no limit.

⁴³ This could not have been the common intention of the parties.

⁴⁴ It is unclear why this approach was rejected.

because the first applicant must pay **all medical expenses**, whether prescribed or not⁴⁵.

[46] I hold the view that in these peculiar circumstances these medical expenses must (because of the very nature of maintenance obligations) be reasonable and necessary. I say this for the reasons set out in the conclusion reached in this judgment.⁴⁶

THE HOLIDAY ALLOWANCES

[47] In respect of holiday allowances, it is requested that the maintenance orders be amended or clarified by inserting the following words at the end of two clauses:

'...Plaintiff shall provide a reconciliation as to how the holiday allowance was utilised in the specific year one month prior to the following year's allowance being payable. Any amount not utilized in any particular year shall be credited to the following years' allowance, and the amount payable reduced accordingly...'⁴⁷

[48] In terms of the agreements, the first applicant agreed to pay R100 000,00 per annum to the respondent, and R100 000,00 per child, per annum for the child's holidays for the year.⁴⁸

[49] Concerning the first holiday allowance, the first applicant and the respondent agreed that he would pay only a *pro rata* amount for the year from the date the divorce order was issued.⁴⁹

[50] In the following year, the first applicant paid the full holiday allowance as stipulated in the order. For the next year (2021), the first applicant declined to pay the holiday allowance on the basis that the preceding year's payment (2020) would not have, and could not have, been spent because of the lockdown regulations.⁵⁰

[51] A dispute occurred about this. This dispute featured prominently in the maintenance

⁴⁵ Thus, the reasonableness or necessity of the expenses was an irrelevant consideration.

⁴⁶ Public policy also influences the enquiry.

⁴⁷ This is a reasonable request.

⁴⁸ This did not include expenses relating to "Shelley Point" holiday home which were dealt with separately in the agreements.

⁴⁹ On 19 May 2019.

⁵⁰ Because of "Covid".

court and in the contempt proceedings.⁵¹

[52] After the contempt application was launched, the first applicant, on the advice of his legal representatives, paid the amount claimed for holiday allowances for the disputed period under protest. This, I suppose, was to avoid his subsequent incarceration for contempt of court and to protect the trustees of the second applicant.⁵²

[53] It is the first applicant's case that the parties had agreed that holiday expenses would be incurred in the relevant year and that any amount not so utilised should be carried over to the next year in reduction of the amount payable in the next year.⁵³

[54] In contrast to this, it is the respondent's case that she need not expend the holiday allowance in a calendar year as, on her version, the agreements do not expressly state this, and that the first applicant must pay the allowance regardless of whether they go on holiday and utilise the full amount in any given year.⁵⁴

[55] The respondent provided a schedule of expenses she incurred for a holiday during this disputed period, demonstrating that she had expended thousands of rands on games, bedding, two stand-up paddle boards, grillers and dart boards, stands for storage cages, kayaks, and life jackets, which she regarded as local holiday expenses.⁵⁵

[56] This type of holiday allowance dispute has been definitively decided upon in our jurisprudence. It was held that as a holiday allowance was payable per annum, the recipient of the allowance was not vested with any discretion to use the allowance for anything other than the stated purpose of the allowance.⁵⁶

[57] Thus, should a portion of the holiday allowance for the stated purpose and within the stipulated period not be used, the unused balance is to be credited against the payment obligation for the following year. The recipient was not at liberty to forego holidays or

⁵¹ Because of this an "under protest" payment was made.

⁵² I suppose this was to attempt to avoid possible incarceration.

⁵³ Again, this is a reasonable and commercial approach.

⁵⁴ In other words the respondent can "reap a profit" if she does not spend the entire holiday allowance in a particular year.

⁵⁵ This at the Shelly Point holiday home to which I earlier referred.

⁵⁶ H.G. v A. G. 2331/2017 [2019] ZAWCGC 125 (20 September 2019).

economise on travel and accommodation and apply any consequently unused part of the allowance for any other purpose as this was not the object or intention of the provision and is not consistent with the import or the wording of the agreements. I hold the view that the jurisprudence referred to above correctly, eloquently and accurately sets out the legal position in our law and cannot be faulted.⁵⁷

THE EDUCATIONAL EXPENSES

[58] The starting point is that the first applicant agreed to pay all the minor children's educational expenses. Thus, it is the respondent's case, as it is with the medical expenses, that it was expressly and deliberately agreed that educational expenses need not be reasonable or necessary.⁵⁸

[59] Because of this dispute, the applicants were held in contempt of court for failing to reimburse the respondent in the amount of R3 325,00 in respect of tutoring expenses, which the first applicant believed the minor children no longer required.⁵⁹

CONCLUSION

[60] I hold the view that an agreement to pay all maintenance, educational, and medical expenses following a marital dispute, and especially in a post-divorce context, does not preclude the application of reasonableness as a limiting factor. I say this because public policy and fairness dictate otherwise. It must be so that all these expenses, payable or claimed, must be reasonable given the circumstances of the claim. Put another way, the payment of these expenses cannot be limitless and potentially cannot be for a profit.⁶⁰

[61] It must be so that on the respondent's own case, when she was negotiating a settlement with the first applicant, she must have been acting in good faith and self-evidently intended and pre-supposed reasonableness. To suggest otherwise, she would have to

⁵⁷ I align myself with the eloquent reasoning in H G. v A.G.

⁵⁸ This could not have reasonably been the common intention of the parties.

⁵⁹ A relatively minor dispute regarding the extent of the maintenance obligations.

⁶⁰ This would be unreasonable.

concede to bad-faith negotiations.⁶¹

[62] The respondent's submissions that the parties expressly agreed that certain expenses did not have to be reasonable must therefore be rejected as far-fetched. As a matter of pure logic and to ensure some measure of certainty going forward, should this not be clarified, it will give rise to a situation that will remain open to abuse and will be unable to be curtailed.⁶²

COSTS

[63] In the normal course, costs should follow the result. I, however, have a discretion in cases such as these, which discretion must be exercised judicially. In its essential features this case is primarily about maintenance for the parties' children. Thus, I will exercise some judicial restraint in determining the issue of costs.⁶³

ORDER

[64] The following order is granted:

1. The following clauses of the Consent Paper which were made on Order of Court on 19 May 2019 are rectified, alternatively amended, alternatively clarified by way of declaratory order and will read as follows:

- 1.1. Clauses 3.2.1, 3.2.2 and 4.2 of the Consent Paper:

“3.2.1 *Defendant shall bear the cost of all reasonable expenditure in respect of medical, dental, surgical, hospital, orthodontic and ophthalmological treatment needed by the children, including any sums payable to a physiotherapist, occupational therapist, speech therapist, psychiatrist/psychologist and chiropractor, the cost of reasonable medication (excluding*

⁶¹ The first respondent must have been acting in good faith.

⁶² The applicants are entitled to certainty regarding these obligations.

⁶³ I believe that the applicants should not be entitled to all their costs in these circumstances.

over the counter medication) and the provision where necessary of spectacles and/or contact lenses. Defendant shall also cover the children, at his cost, on his current medical scheme or on a scheme with similar benefits and he shall pay the monthly subscriptions in respect thereof (and escalations) timeously.

3.2.2 Defendant shall reimburse Plaintiff for any reasonable

expenses referred to in paragraph 3.2.1 above within 14 calendar days of her having provided him with copies of the relevant invoices, or he shall pay the supplier or medical practitioner directly, whichever is applicable.

4.2 Defendant shall bear the cost of all reasonable expenditure in

respect of medical, dental, surgical, hospital, orthodontic and ophthalmological treatment needed by Plaintiff, including any sums payable to a psychotherapist, occupational therapist, speech therapist, psychiatrist/ psychologist and chiropractor, the cost of reasonable medication (excluding over the counter medication) and the provision where necessary of spectacles and/ or contact lenses. Defendant shall also cover plaintiff at his cost, on his current medical aid or on a medical scheme with substantially similar benefits and he shall pay for monthly subscriptions in respect thereof (and escalations) timeously."

1.2. Clause 3.3 of the Consent Paper:

"3.3 Defendant shall pay the entire reasonable educational costs in respect of the children. Educational costs, shall include, but not be limited to, all reasonable school fees, reasonable additional tuition fees and aftercare fees and the cost of all reasonable extra-curricular school,

reasonable extramural, reasonable cultural and reasonable sporting activities in which the children might participate, including but not limited to the following:

- (a) The reasonable cost of all school books, stationery and school uniforms and attire;
- (b) The reasonable cost of laptops, home computers, printers, computer equipment and stationery, provided that in regard to any expense over and above R1 500 in this regard Defendant's prior written consent shall first be obtained which consent shall not be unreasonably withheld;
- (c) The reasonable cost of all sport uniforms, clothing, attire and equipment relating to the children's sporting and/or extramural activities.
- (d) The reasonable cost of all fees and other reasonable costs relating to the children's sporting, horse riding and other extramural activities, including club fees, exam fees, competition entrance fees, the cost of sport tours and competitions (inter alia, but not limited to fees, travel, transport, accommodation and related costs);
- (e) The reasonable cost of school outings, camps and school lunches; and
- (f) The reasonable cost of exchange programs (including travel and accommodation expenses related there too).

3.3.2 Defendant shall reimburse Plaintiff for any reasonable expenses referred to in paragraph 3.3.1 within 14 calendar days of her having provided him with copies of the relevant

invoices and/or proof of payment by her, or he shall pay the supplier/ institution or teacher/service provider directly, whichever is applicable.”

1.3. Clauses 3.6 and 4.3 of the Consent Paper:

“3.6 Defendant shall pay R 100,000 per child per annum in regard to holidays for such a child for the year and this amount shall be payable free of any deductions or set off on or before 28 February of each year from 28 February 2019 onwards by way of debit order or Internet transfer directly into such account as plaintiff may nominate from time to time. The amount payable for the year of 2019 shall be payable on date of divorce. Plaintiff shall provide a reconciliation as to how the holiday allowance was utilised in the specific year one month prior to the following year's allowance being payable. Any amount not utilised in any particular year shall be credited to the following year's allowance. Plaintiff shall provide a reconciliation as to how the holiday allowance was utilised in the specific year one month prior to the following year's allowance being payable. Any amount not utilised in any particular year shall be credited to the following year's allowance, and the amount payable reduced accordingly.

4.2 Defendant shall pay R 100,000 per annum in regard to holidays for plaintiff and this amount shall be payable free of any deductions or set off on or before 28 February of each year, from 28 February 2019 onwards, by way of debit order or Internet transfer directly into such account as plaintiff may nominate from time to time. The amount payable for 2019 shall be payable on date of divorce. Plaintiff shall provide a reconciliation as to how the holiday allowance was utilised in the specific year one month prior to the following year's allowance being payable. Any amount not utilised in any particular year shall be credited to the following year's allowance, and

the amount payable reduced accordingly.

1.4. Clause 3.4 of the Consent Paper:

“3.4 *If the children have the necessary aptitude for tertiary education Defendant shall bear the reasonable cost of their tertiary education for the first four years of a child's tertiary education, unless otherwise agreed between Defendant and Plaintiff and the children ordered by an appropriate court. The parties and the children shall first endeavour to mediate any dispute within a reasonable period of time before approaching an appropriate court in regard to the dispute. Such costs shall include, but not be limited to, the reasonable cost of all university and residence fees (and/or fees due to an institution for higher learning) attended by the children, and the reasonable costs of all books, stationery and equipment (including the cost of computers...)”*

2. The respondent is ordered to pay 50% of the applicants' costs of the application (on the party and party scale) on scale C, inclusive of the costs of two counsel, where so employed.

E. D. WILLE
(Cape Town)

LIST OF APPEARANCES:

FOR THE APPLICANTS

ADV T DICKER SC

ADV A DE WET

FOR THE RESPONDENT

ADV G POTGIETER