

MC No 33A

CONDITIONS OF SALE IN EXECUTION OF IMMOVABLE PROPERTY

[Form 33A inserted by GN R1272 of 17 November 2017 (wef 22 December 2017).]

***For use in the District Court**

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 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 whose name appears on the sheriff's distribution account, 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, 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.

12. (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.

13. (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.

14. (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.

15. 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.

Signed at this day of 20.....
.....Sheriff

I certify hereby that today the in my presence the

hereinbefore- mentioned property was sold forto

.....

Sheriff/Auctioneer

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.

.....

Purchaser

***For use in the Regional Court**

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 of20... consists of:

.....

The sale shall be conducted on the following conditions:

1. The sale shall be conducted in accordance with the provisions of rule 43 of the Magistrates' Courts Rules and all other applicable law.
2. The property shall be sold by the sheriff of OrXYZ Auctioneers 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/auctioneer makes any mistake in selling, such mistake shall not be binding on any of the parties, but may be rectified.
(b) If the sheriff/auctioneer 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/auctioneer may refuse to accept the bid of such bidder, or accept it provisionally until the bidder satisfies the sheriff/auctioneer 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/auctioneer, 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 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 magistrate summarily on the report of the sheriff after due notice to the purchaser, and the property may again be put up for
 - (c) 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 whose name appears on the sheriff's distribution account, be recovered from the purchaser under judgment of a magistrate 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 magistrate for such purpose.
 - (d) If the purchaser is already in possession of the property, the sheriff may, on notice to affected parties, apply to a magistrate 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/auctioneer's fees and expenses 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, the property shall be at the risk and profit of the purchaser.
 - (d) The execution creditor and the sheriff/auctioneer 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/auctioneer 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.

Signed at this day of, 20.....

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

.....

Sheriff/Auctioneer

I, the undersigned, residing atin 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.

.....

Purchaser

MC No 33B — Notice to cancel sale of immovable property in terms of rule 43(1)(a)

[Form 33B inserted by GN R1272 of 17 November 2017 (wef 22 December 2017).]

***For use in the District Court**

In the Magistrate's Court for the District of..... Held at
..... case no of 20

In the matter between:

The Sheriff of..... applicant
and

..... Purchaser

In re:

..... Execution Creditor

And

..... Judgment Debtor

KINDLY TAKE NOTICE that the sheriff of..... intends to request a magistrate in chambers, on a date to be allocated by the clerk of the court, to cancel the sale of the immovable property described as....., sold by public auction on 20..... and to authorise the said property being put up for sale again.

TAKE NOTICE FURTHER that the report of the said sheriff, upon which the request to the magistrate will be made to cancel the sale, is attached hereto.

DATED at this day of, 20.....

.....

Sheriff of the Court

Area

Address

To: The Clerk of the Court

.....

And to:

.....Purchaser

Address

.....
***For use in the Regional Court**

In the Regional Court for the Regional District of.....held
at..... Case No..... of 20

In the matter between:

The Sheriff of.....Applicant
and

..... Purchaser

In re:

..... Execution Creditor
and

..... Judgment Debtor

KINDLY TAKE NOTICE that the sheriff of.....intends to request a
magistrate in chambers, on a date to be allocated by the registrar, to cancel the sale
of the immovable property described as, sold by public auction
on 20..... and to authorise the said property being put up for sale
again.

TAKE NOTICE FURTHER that the report of the said sheriff, upon which the request
to the magistrate will be made to cancel the sale, is attached hereto.

DATED at this day of....., 20.....

.....

Sheriff of the Court

Area.....

Address.....

To: The Registrar of the Court

.....

And to:

..... Purchaser

Address

.....

MC No 34 — Notice in terms of rule 43(5)(a)

[Form 34 substituted by GN R1272 of 17 November 2017 (wef 22 December 2017).]

***For use in the District Court**

[Section 66(2)(a) of Act 32 of 1944]

In the Magistrate's Court for the District of.....
held at..... Case no of 20.....

In the matter between

..... Execution Creditor

And

..... Judgment Debtor

To:

..... (Preferent Creditor/Local authority/Body Corporate)

Whereas the undermentioned immovable property was laid under judicial attachment by the Sheriff on the day of, 20... ..you are hereby notified that it will be sold in execution at..... (place) on the Day of, 20..... at..... (time)

Short description of property and its situation:

.....
.....

You are hereby called upon to stipulate within 10 days of (insert date) a reasonable reserve price or to agree in writing to a sale without reserve.

Dated at this day of, 20.....

.....
Execution creditor/Attorney for execution creditor

Address:

***For use in the Regional Court**

[(Section 66(2)(a) of Act 32 of 1944)]

In the Regional Court for the Regional Division of held at Case No of 20.....

In the matter between

..... Execution Creditor

And

..... Judgment Debtor
To(Preferent Creditor/Local authority/Body Corporate)

Whereas the undermentioned immovable property was laid under judicial attachment by the Sheriff on the day of 20you are hereby notified that it will be sold in execution at..... (place) on the day of 20..... at.....(time)

Short description of property and its situation:

.....
.....

You are hereby called upon to stipulate within 10 days of (insert date) a reasonable reserve price or to agree in writing to a sale without reserve.

Dated at this day of, 20.....

.....

Execution creditor/Attorney for execution creditor

Address:.....

MC No 35 - Interpleader Summons

[section 69(1) of Act 32 of 1944]

*For use in the District Court

In the Magistrate's Court for the District of
held at Case No..... of 20.....

In the matter between

.....Execution Creditor

And

..... Execution Debtor

To (Execution Creditor)

and:..... (Claimant)

You are hereby summoned to appear before this court on the day
of, 20 at (time), to have it determined and
declared whether certain movable property, namely, attached on
the day of, 20 by the sheriff by
virtue of a warrant of execution issued by this court on the day of
....., 20....., in the action in which you,the said execution
creditor, obtained judgment for the sum of R Against..... of
..... (Execution debtor) and which said property is claimed by you,
..... the said claimant, as being your property, is or not your property or to
appear to have the claim by you,the said claimant, to
the proceeds of property, namely attached on the
day of20..... by the sheriff by virtue of a warrant of execution
issued out of this court on the day of 20..... , in the action
in which the execution creditor obtained judgment for the sum of R.....
against of(execution debtor) and which property
was sold in execution on the day of, 20.....
Adjudicated upon.

Dated at..... day of, 20.....

.....

Clerk of the Court

***For use in the Regional Court**

In the Regional Court for the Regional Division of
held at Case Noof 20.....

In the matter between

..... Execution Creditor
and

..... Execution Debtor

To (Execution Creditor)

and:..... (Claimant)

You are hereby summoned to appear before this court on the
day of, 20..... at(time), to have it determined and
declared whether certain movable property, namely, attached on
the day of, 20, by the sheriff by
virtue of a warrant of execution issued by this court on the.....day
of, 20....., in the action in which you,..... the
said execution creditor, obtained judgment for the sum of R.....against
..... the said (execution debtor) and which said property is claimed
by you,..... the said claimant, as being your property, is or is not your
property or to appear to have the claim by you,
the said claimant, to the proceeds of property, namely
attached on the day of, 20... ..by the
sheriff by virtue of a warrant of execution issued out of this court on the.....
day of, 20... .. in the action in which the execution creditor
obtained judgment for the sum of R..... against..... (execution
debtor) and which property was sold in execution on the Day of
....., 20... ..adjudicated upon.

Dated at this day of, 20.....

.....

Registrar

MC No 36 — Interpleader Summons

[section 69(2) of Act 32 of 1944]

***For use in the District Court**

In the Magistrate's Court for the District of
held at Case No..... of 20.....

To the Sheriff of the Court.

Whereas..... of..... has interpleaded in this
court as to..... (state subject matter) which is adversely
claimed by and..... Of
..... hereinafter called the claimants;

Summon the said claimants that they appear before the above-mentioned court on
the day of, 20..... at
(time), and that they do then severally state the nature and particulars of their several
claims and whether they will maintain or relinquish the same.

Dated at this day of
20.....

.....

Clerk of the Court

***For use in the Regional Court**

In the Regional Court for the Regional Division of
held at Case No Of 20.....

To the Sheriff of the Court.

Whereas of..... has interpleaded in this court as
to..... (state subject matter) which is adversely
claimed by of and of
..... hereinafter called the claimants;

Summon the said claimants that they appear before the above-mentioned court on
the day of, 20..... at
(time), and that they do then severally state the nature and particulars of their several
claims and whether they will maintain or relinquish the same.

Dated at this day of.....,
20.....

.....

Registrar

MC No 37 — Security under rule 38

[Form 37 substituted by GN R1604 of 17 December 2021 (wef 1 February 2022).]

*For use in the District Court

In the Magistrate's Court for the district ofheld
at Case Number:..... of 20.....

In the matter between:

..... Execution Creditor

And

..... Judgment Debtor

Whereas the said execution creditor obtained judgment in this court against the said
judgment debtor on the day of....., 20.....

in the sum of R..... together with the sum of Rfor costs;

And whereas under the said judgment execution has been issued and property/a
debt/emoluments has/have been attached or is/are about to be attached;

Now therefore the said execution creditor binds himself or herself to the sheriff of
the aforesaid court that if the attachment be hereafter set aside, he or she will satisfy
any lawful claim against him or her by the said judgment debtor or any person for
damages suffered by the said judgment debtor or person by reason of the said
attachment or seizure;

And of..... binds himself or herself surety and
co-principal debtor for the due fulfilment by the said execution creditor of the
obligation undertaken by him or her.

Signed and dated at this day of.....,
20.....

Execution Creditor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

Signed and dated at This day of.....,
20.....

Surety and Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

OR

We the undersigned do hereby bind ourselves jointly and severally to the sheriff of the aforesaid court as sureties and co-principal debtors that if the attachment be hereafter set aside, we, the two sureties, shall satisfy any lawful claim against him or her by the said judgment debtor or any person for damages suffered by the said judgment debtor or person by reason of the said attachment or seizure.

Signed and dated at this day of
20.....

First Surety & Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

Signed and dated at this day of.....,
20.....

Second Surety and Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

MC No 37— Security under rule 38

***For use in the Regional Court**

In the Regional Court for the Regional Division of
held at Case Number:..... of 20.....

In the matter between:

..... Execution Creditor
And

..... Judgment Debtor

Whereas the said execution creditor obtained judgment in this court against the said judgment debtor on the day of....., 20.....

in the sum of R..... together with the sum of Rfor costs;

And whereas under the said judgment execution has been issued and property/a debt/emoluments has/have been attached or is/are about to be attached;

Now therefore the said execution creditor binds himself or herself to the sheriff of the aforesaid court that if the attachment be hereafter set aside, he or she will satisfy any lawful claim against him or her by the said judgment debtor or any person for damages suffered by the said judgment debtor or person by reason of the said attachment or seizure;

And of..... binds himself or herself surety and co-principal debtor for the due fulfilment by the said execution creditor of the obligation undertaken by him or her.

Signed and dated at this day of.....,
20.....

Execution Creditor

..... (Full name)

Witness:

..... (Full name)

..... (Signature)

..... (Address)

Signed and dated at This day of.....,
20.....

Surety and Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)
..... (Signature)
..... (Address)

OR

We the undersigned fur ourselves, ID number and address) and (surety 2 name, ID number and address) do hereby bind ourselves jointly and severally to the sheriff of the aforesaid and sureties and co-principal debtors that if the attachment be hereafter set aside, we, the two sureties, shall satisfy any lawful claim against him or her by the said judgment debtor or ang person for damages suffered by the said judgment debtor or person by reason of the said attachment or seizure.

Signed and dated at this day of
20.....

First Surety & Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)
..... (Signature)
..... (Address)

Signed and dated at this day of.....,
20.....

Second Surety and Co-principal Debtor

..... (Full name)

Witness:

..... (Full name)
..... (Signature)
..... (Address)

MC No 37A — Security under rule 41(15)

***For use in the Regional Court**

In the Regional Court for the Regional Division of
held at Case number of 20.....

In the matter between:

..... Execution Creditor
and

..... Judgement debtor

WHEREAS by virtue of certain warrant of this court, dated the at the instance of A.....
B..... against C..... D of..... the sheriff has seized and laid under
attachment the under- mentioned articles, namely:

- (1)
- (2)
- (3)

Now, therefore, we the said C D..... and G H.....Of
..... a.....(occupation), as surety for him/her, bind
ourselves severally and in solidum, hereby undertaking to the said sheriff of his/her
cessionaries, assigns or successors in office, that the said goods shall not be made
away with or disposed of, but shall remain in possession of the said C D
under the said attachment, and be produced to the said sheriff (or other person
authorised by him/her to receive the same) on the..... day of
....., 20..... (the date appointed for the sale), or on any other date
when the same may be required in order to be sold, unless the said attachment shall
legally be removed, failing which I, the said G H.....hereby bind
myself, my person, goods and effects, to pay and satisfy the sum of R.....
(estimated value of the effects seized) to the said sheriff, his/her cessionaries, assigns
or successors in office, for and on account of the said A B

In witness whereof we, the said C, D and G..... H
..... have hereunto set our hands on this day
of 20

DATED at This day of 20.....
C D

Judgement Debtor

G H

Surety

.....

Deputy-Sheriff

ASSIGNMENT OF SURETY BOND

I, in my capacity as Deputy-Sheriff for the district of
..... hereby cede, assign and make over to A.....B
..... all my right, title and interest in a foregoing surety bond.

Signed by me in the presence of the subscribing witnesses at..... this
..... day of 20.....

.....

Sheriff

AS WITNESSES:

1

2

Part II

SHERIFFS WHO ARE NOT OFFICERS OF THE PUBLIC SERVICE

1A. For registration of any document for service or execution upon receipt thereof:

[R12,00] R 13,00

1B. (a) For the service of a summons, subpoena, notice, order or other document not being a document mentioned in item 2, the journey to and from the place of service of any of the above-mentioned documents-

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R48,00] R 52,00**

(ii) within a distance of 12 kilometres, but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R57,50] R 62,00;**

(iii) within a distance of 20 kilometres, but further than 12 kilometres from the courthouse of the district for which the sheriff is appointed: **[R77,00] R 84,00;**

(b) For the attempted service of the documents mentioned in paragraph (a), the journey to and from the place of attempted service of any of the above-mentioned documents-

(i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R41,50] R45,00**

(ii) within a distance of 12 kilometres but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R48,00] R52,00;**

(iii) within a distance of 20 kilometres but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: **[R69,00] R75,50;**

(c) (i) Where a document must be served together with a process of the court and is mentioned in such process or is an annexure thereto, no additional fees shall be charged for service of the document, otherwise **[R12,00] R13,00** may be charged for every separate document served;

- (ii) No fees shall be charged for a separate document when process in criminal matters is served;
- (iii) The service of a notice referred to in rule 54(1) simultaneously with the summons shall not be regarded as a separate service;
- (iv) Where a mandator instructs the sheriff, in writing, to serve or execute a document referred to in item 1(a) or (2)(a) on an urgent basis or after hours, the sheriff shall charge an additional fee of **[R256,00] R279,50** for such service irrespective of whether the service or execution was successful, which additional fee shall be paid by the mandator. save where the court orders otherwise;
- (v) For the purpose of sub-paragraph (iv).

(aa) "urgent" means on the same day or within twenty-four hours of the written instruction; and

(bb) "after hours" means any time-

(aaa) before 7h00 or after 19h00 on Mondays to Fridays; or

(bbb) on a Saturday, Sunday or public holiday.

2. (a) For the execution of a warrant (other than against immovable property), interdict, garnishee order or emoluments attachment order, the journey to and from the place of execution of the above-mentioned documents-

- (i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R69,00] R75,50;**
- (ii) within a distance of 12 kilometres, but further than 6 kilometres from the courthouse of the district for which the sheriff is appointed: **[R77,00] R84,00;**
- (iii) within a distance of 20 kilometres, but further than 12 kilometres from the courthouse of the district for which the sheriff is appointed: **[R96,00] R105,00**

(b) For the attempted execution of the documents mentioned in paragraph (a), the journey to and from the place of attempted execution of the above-mentioned documents —

- (i) within a distance of 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R57,50] R62,00;**

- (ii) within a distance of 12 kilometres, but further than 6 kilometres from the court-house of the district for which the sheriff is appointed: **[R69,00] R75,50**;
- (iii) within a distance of 20 kilometres, but further than 12 kilometres from the court-house of the district for which the sheriff is appointed: **[R86,00] R94,00**;

(C) (i) For the ejectment of a defendant from the premises referred to in the warrant of ejectment: **[R41,00] R45,00** per half hour or part thereof (except extraordinary expenses necessarily incurred);

- (ii) A further fee of **[R27,00] R29,50** shall be paid after execution for every person over and above the person named or referred to in the process of ejectment, in fact ejected from separate premises: Provided that where service on any person other than the judgment debtor, respondent or garnishee is necessary in order to complete the execution, the fee laid down in item 1B(a) may be charged in respect of each such service.

(d) for the execution of any writ against immovable property-

- (i) for execution, including service of notice of attachment upon the owner of the immovable property and upon the registrar of deeds or other office charged with the registration of such property, and if the property is in occupation of some other person other than the owner, also upon such occupier: **[R227,00] R247,50**;
- (ii) for notice of attachment to a single lessee or occupier: **[R21,00] R22,50**
- (iii) identical notices where there are several lessees, occupiers or owners, for each after the first: **[R7,50] R8,50**;
- (iv) for making valuation report for purposes of sale, per half hour or part thereof: **[R57,50] R60,00**;
- (v) when a sheriff has been authorised to sell property and the property is not sold by reason of the fact that the attachment is withdrawn or stayed, all the necessary notice for the withdrawal or stay of the attachment: **[R227,00] R247,50**; Upliftment of judicial attachment on immovable property: **[R227,00] R247,50**;
- (vi) for ascertaining and recording what bonds or other encumbrances are registered against the property, together with the names and addresses of the persons in whose favour such bonds and

encumbrances are so registered including any correspondence in connection therewith (in addition to reasonable expenses necessarily incurred): **[R114,00] R124,50;**

- (vii) for notifying the execution creditor of such bonds or other encumbrances and of the names and addresses of the persons in whose favour such bonds or other encumbrances are registered: **[R19,00] R21,00;**
- (viii) for consideration of proof that a preferent creditor has complied with the requirements of rule 43(5)(a): **[R12,00] R13,50;**
- (ix) for notice referred to in rule 43(6): **[R21,00] R22,50;**
- (x)** for considering of notice of sale prepared by the execution creditor in consultation with the sheriff; and for verifying that notice of sale has been published in the newspapers indicated and in the Gazette, inclusive fee for such consideration and verification: **[R114,00] R124,50;**
- (xi)** for forwarding a copy of the notice of sale to every judgement creditor who had caused the immovable property to be attached and every mortgagee thereof whose address is known, for each copy: **[R21,00] R22,50;**
- (xii) for affixing a copy of the notice of sale to the notice board of the magistrates' court referred to in rule 43(7)(e) and at or as near as may be to the place where the sale is actually to take place, an inclusive fee of **[R49,00] R53,50** and travelling costs referred to in item 4(a);
- (xiii) for considering the conditions of sale prepared by execution creditor; for considering further or amended conditions of sale submitted by interested party; settling of conditions of sale: **[R114,00] R124,50** for each attendance;
- (xiv)** for all necessary attendances prescribed by any law related to auctions, in particular the Consumer Protection Act, 2008 (Act No. 68 of 2008): **[R343,00] R374,00**
- (xv)** for the conducting of an auction, save that this fee may not be charged if commission is claimed in terms of items 2(d)(xvi) and (xvii): **[R227,00] R247,50;**
- (xvi) On the sale of immovable property by the sheriff as auctioneer, 6 per cent on the first R100 000,00, 3.5 per cent on R100 001,00 to R400 000,00 and 1.5 per cent on the balance of the proceeds of the

sale, subject to a maximum commission of R40 000,00, in total, and a minimum of R3 000,00 (inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser;

- (xvii) If an auctioneer is employed as provided in rule 43(10), 3 per cent on the first R100 000,00, 2 per cent on R100 001,00 to R400 000,00 and 1 per cent on the balance thereof, subject to a maximum commission of R22 850,00 in total, and a minimum of R3 000,00 inclusive in all instances of the sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser;
- (xviii)** for written notice to the purchaser who has failed to comply with the conditions of sale: **[R57,50] R62,00:**
- (xix)** for any report referred to in rule 43(11): **[R57,50] R62,00;**
- (xx) for informing judgment debtor of the cancellation referred to in rule 43(11)(a)(ii): **[R21,00] R22,50;**
- (xxi)** for giving notice referred to in rule 43(11)(c): **[R21,00] R22,50;**
- (xxii) for giving transfer to the purchaser: **[R27,00] R29,50;**
- (xxiii)** for receipt of certificate referred to in rule 43(14)(a): **[R21,00] R22,50:**
- (xxiv) for preparing a plan of distribution of the proceeds (including necessary copies) and for forwarding a copy to the registrar: **[R114,00] R124,50;**
- (xxv) for giving notice to all parties who have lodged writs and to the execution debtor that the plan of distribution will lie for inspection, for every notice: **[R21,00] R22,50;**
- (xxvi) for the report referred to in rule 43A(9)(d): **[R57,50] R62,00;**

3. Compilation of any return in terms of rule 8, in duplicate: [R19,50] R22,00

4.(a) The Sheriff shall, in addition to the fees mentioned in items 1B(a), 1B(b), 2(a) and 2(b), but subject to item 4(b) and (c), be allowed a travelling allowance of **[R6,00] R7,50** per kilometre, or part thereof, for the shortest possible forward and return journey from the office of the Sheriff to the place of service or execution and back.

(b) The travelling allowance mentioned in items 4(a), 5(a) and 5(c)(i) shall be calculated on the distance reckoned from the office of the sheriff if-

- (i) the sheriff's office is situated within the area of jurisdiction allocated to the sheriff by the Minister; and
 - (ii) the distance from the sheriff's office is less than the distance reckoned from the court-house closest to the address for service.
 - (c) If the requirement in item 4(b) is not met, then the travelling allowance mentioned in items 4(a), 5(a) and 5(c)(i) shall be calculated on the distance reckoned from the courthouse closest to the address for service.
5. (a) In respect of the discharge of any official duty other than those mentioned in items 1 and 2, but subject to item 4(b) and (c), a travelling allowance of [R5,00] R7,50 per kilometre for every kilometre, or part thereof, shall be payable to the sheriff for going and returning.
- (b) A travelling allowance shall include all the expenses incurred in travelling, including train fares
 - (c) A travelling allowance shall be calculated in respect of each separate service, except that-
 - (i) where more services than one can be done on the same journey, the distance from the sheriff's office to the first place of service may be taken into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services: and
 - (ii) where service of the same process has to be effected by a sheriff on more than one person at the same service address, only one charge for travelling shall be allowed.
 - (d) When it is necessary for the sheriff to convey any person under arrest, an allowance of [R6,00] R7,50 per kilometre in respect of that portion of his or her journey on which he or she was necessarily accompanied by such person shall be allowed.
6. (a) Making an inventory, including the making of all necessary copies and time spent on stock-taking: [R41,00] R45,00 per half hour or part thereof
- (b) For assistance, if necessary, with the making of an inventory. [R41,00] R45,00 per half hour or part thereof.

7. The perusing, drawing up and completing of a bail bond, deed of suretyship or indemnity bond: **[R12,00] R13,50.**

8. Charge or custody of property (money excluded):

(a) (i) For each officer necessarily left in possession, a reasonable inclusive amount not exceeding **[R142,00] R155,00** per day.

(ii) Travelling allowances, to include board in every case.

(b) If livestock is attached, only the necessary expenses of herding and preserving the stock shall be allowed.

(c) If the goods are removed and stored, only the cost of removal and storage shall be allowed.

9. (a) 'possession' shall mean actual physical possession by a person employed and paid by the sheriff, whose sole work for the time being is to remain on the premises where the goods have been attached, and who, in fact, remains in possession for the period for which possession is charged.

(b) would fairly be allowable in the ordinary course of business if the goods were removed by a third party, or an attempt was made to so remove them.

(c) '**Cost of storage**' shall mean the amount actually and necessarily paid for storage if the goods were stored with a third person or, if the sheriff provided the storage, such amount as would fairly be allowable in the ordinary course of business if the goods were stored with a third person.

10. (a) (i) Where a garnishee order is paid in full or in part, to the sheriff, 9 per cent on the amount paid with a minimum fee of **[R76,50] R83,50** and a maximum of **[R752,50] R820,50;**

(ii) For the execution of any warrant against movable property—

(aa) when a warrant is paid in full or in part on presentation to the sheriff, 9 per cent on the amount so paid with a minimum fee of **[R76,50] R83,50** and a maximum of **[R752,50] R820,50;**

(bb) when a warrant is paid in full or in part to the sheriff after attachment but before sale, 9 per cent on the amount so paid with a minimum fee of **[R76,50] R83,50** and a maximum of **[R752,50] R820,50**; or

(cc) when moneys are taken in execution, 9 per cent of the amount so taken, but subject to a maximum of **[R752,50] R820,50**:

(b) Notice of attachment to defendant and to each person to be notified:
[R12,00] R13,50:

11. (a) Where property is released from attachment in terms of rule 41(18)(a), or the warrant of execution is withdrawn or stayed, or the judgment debtor's estate is sequestrated after the attachment, but before the sale, 2,3 per cent of the value of the goods attached, subject to a maximum of **[R227,00] R247,50**: Provided that if a sale subsequently takes place in consequence of the said attachment, the amount so paid shall be deducted from the commission payable under item 12.

(b) Commission referred to in item 11(a) shall not be chargeable against a judgment debtor on the value of movable property attached and subsequently released pursuant to a claim by a third party, unless notwithstanding a claim by a third party, the removal of such property is done at the express direction of the judgment creditor, in writing, in which event the judgment creditor shall be liable to the sheriff for commission at a rate of 2.3% of the value of the goods and costs.

12. Where the warrant of execution against movables is completed by sale, 9 per cent for the first R15 000,00 or part thereof, and thereafter 6 per cent, with a maximum of **[R10 018,50] R10 923,50**;

13. For the insurance of attached property, if deemed necessary, and on written instructions of the judgment creditor to the sheriff, in addition to the premium to be paid, an all-inclusive amount of **[R41,00] R45,00**.

14.

15. When immovable property has been attached in execution and the attachment lapses, as referred to in section 66(4) of the Act: **[R69,00] R75,50;**

16.

17. In addition to the fees allowed by items 10 to 13, both inclusive, there shall be allowed-

- (a) the sum actually and reasonably paid by the sheriff or the auctioneer for printing, advertising and giving publicity to any sale or intended sale in execution.

18. Where the sheriff is in possession under more than one warrant of execution, he or she may charge fees for only one possession, and such possession shall, as far as possible, be apportioned equally to the several warrants Issued during the same period: Provided that each execution creditor shall be jointly and severally liable for such possession to an amount not exceeding what would have been due under his or her execution if it had stood alone.

19. Fees payable on the value of goods attached or on the proceeds of the sale of goods in execution shall not be chargeable on such value or proceeds so far as they are in excess of the amount of the warrant.

20. The fees and expenses of the sheriff in execution of a garnishee order shall be added to the amount to be recovered under the order, and shall be chargeable against the judgment debtor.

21. If it is necessary for the sheriff to return a document received by him or her for service or execution to the mandator because-

(a)the address of service which appears on the process does not fall within his or her jurisdiction; or

(b)the mandator requested, before an attempted service or execution of the process, that it be returned to him or her, an amount of **[R12,00]** **R13,50** shall be payable.

22. For the conveyance of any person arrested by the sheriff or committed to his or her custody from the place of custody to the court on a day subsequent to the day of arrest: **[R41,00]** **R45,00** per journey and **[R77,00]** **R84,00** per hour, or part thereof, for attending at court.

23. For the examination of an indicated newspaper in which the notice of sale has been published, as referred to in rule 41(19)(c): **[R12,00]** **R13,50**

24.

25. For affixing a copy of the notice of sale on the notice board or door of the court-house or other public building and at or as near as may be to the place where the said sale is actually to take place referred to in rule 41(19)(b): **[R28,00]** **R30,50** and travelling costs, referred to in item 5(a).

26. For interpleaders referred to in Magistrates' Courts Rule 44 **[R209,00]** **R228,00.**

27. In addition to the fees prescribed in this table, the sheriff shall be entitled to the amount actually disbursed for postage and telephone calls.

28. For the writing of each necessary letter, facsimile or electronic mail, excluding formal letters accompanying process or returns: **[R21,00] R22,50**;

29. Each necessary attendance by telephone: **[R20,00] R21,50**;

30. Sending and receiving of each necessary facsimile or electronic mail per page (in addition to telephone charges): **[R7,50] R8,50**.

31.

32. For the making of all necessary copies of documents: **[R5,50] R6,50**, per A4 size page.

33. (a) A request to tax an account of a sheriff shall be made in writing within 20 days after the date on which the account of which the fees are disputed, has been rendered.

(b) For the drawing up of the bill for taxation and attendance of the taxation by the sheriff: **[R77,00] R84,00**;

34. Bank charges: Actual costs incurred relating to bank charges [and cheque forms].

35. (a) Drafting of notice to the judgment debtor in terms of section 65(8)(b) of the Act: **[R21,00] R22,50**;

(b) Service of the notice referred to in paragraph (a): Tariff as prescribed in item 1B(a).

(c) Attempted service of the notice referred to in paragraph (a): Tariff as prescribed in item 1B(b).

(d) The tariff, as prescribed in item 4, shall apply to paragraphs (b) and (c).

36. (a) For the arrest or attempted arrest of a judgment debtor in terms of section 65A (6) of the Act:

- (i) The tariff as prescribed in item 2(a) or item 2(b), as the case may be.
- (ii) The tariff, as prescribed in item 4, shall apply to this item.

(b) For the handing over of the judgment debtor to the South African Police Service, prisoners' friend or clerk of the court or other lawful place of detention:

- (i) The tariff, as prescribed in item 2(a).
- (ii) Travelling costs from place of arrest to place of handing over to the relevant authority, referred to in paragraph (b), per kilometre or part thereof: **[R6,00] R7.50.**
- (iii) Waiting time in regard to handing over the judgment debtor to the relevant authority, referred to in paragraph (b): **[R41,00] R45,00**, per half hour or part thereof, with a maximum of **[R151,00] R164,50."**

Commencement

5. These Rules come into operation on 19 June 2023.