

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF **KUILS RIVER**

HELD AT **KUILS RIVER**

Case no: 863/2020

In the matter between:

SEALTEK CAPE (PTY) LTD

Plaintiff

and

SONET FITCHAT

Defendant

REPLY

BE PLEASED TO TAKE NOTICE THAT the Plaintiff herewith replies as follows to the Defendant's plea:

RE PARAGRAPH 5.1.1

1. The content of this paragraph is denied and is it specifically pleaded that the Plaintiff was prohibited by the Defendant during or about October 2019 from completing the work provided for in the quotations attached to the Plaintiff's particulars of claim.

RE PARAGRAPHS 5.1.3 AND 5.1.4

2. The content of these paragraphs is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is (once again) specifically pleaded that Plaintiff was prohibited by the Defendant during or about October 2019 from completing the work provided for in the quotations attached to the Plaintiff's particulars of claim.

RE PARAGRAPH 5.2.1

3. It is denied that -

- 3.1 The Plaintiff failed to properly and/or sufficiently repair the surface cracks contained on the external wall; and

- 3.2 The Plaintiff used a product on the said cracks that was inadequate and/or insufficient to correct the problem

and is the Defendant put to proof thereof.

RE PARAGRAPH 5.2.2

4. It is denied that the Plaintiff caused any damage whatsoever to the external walls themselves as alleged and is the Defendant put to proof thereof.

5. It is furthermore denied that the external walls had a smooth finish and is it specifically pleaded that the external walls indeed had a rough finish.

RE PARAGRAPHS 5.2.2.1 AND 5.2.2.2

6. It is denied that the Plaintiff included a grey-like substance into the paint for the external walls which caused a stippled effect and is the Defendant put to proof thereof.

RE PARAGRAPH 5.2.2.4

7. It is denied that the external walls need to be reinstated to their original condition and is the Defendant put to proof thereof.

RE PARAGRAPH 5.2.3

8. The external walls of the Defendant's property were painted in the exact colour chosen by the Defendant and are the allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.4

9. A water repellent primer and sealer were indeed adequately and sufficiently applied to all the external walls of the Defendant's property and are the

allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPHS 5.2.5 TO 5.2.7

10. The external and internal windows were indeed sealed with an appropriate sealer and are the allegations contained in these paragraphs accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.8

11. The walls were indeed properly prepared and primed prior to their painting and are the allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.9

12. All the boundary walls were given two coats of paint and are the allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.10

13. The content of tis paragraph is denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.11

14. The ceiling joints were indeed properly repaired in accordance with the quotations attached to the Plaintiff's particulars of claim. The allegations contained in this paragraph is accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPHS 5.2.12 AND 5.2.13

15. The ceiling joints were indeed properly repaired in accordance with the quotations attached to the Plaintiff's particulars of claim and are the allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.14

16. The content of this paragraph is denied and were two coats of paint indeed applied on the ceilings.

RE PARAGRAPHS 5.2.14.1 AND 5.2.14.2

17. Two coats of paint were indeed applied on the ceilings and are the allegations contained in these paragraphs accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.14.3

18. The quotations attached to the Plaintiff's particulars of claim do not state anywhere which paint would be used and are the allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.15

19. The roof was indeed adequately and properly waterproofed in accordance with the quotations attached to the Plaintiff's particulars of claim and are the allegations contained in this paragraph accordingly denied and the Defendant put to proof thereof.

RE PARAGRAPH 5.2.16

20. The content of this paragraph is denied and is it specifically pleaded that a primer and sealer was applied to the entire roof as provided for in the quotations attached to the Plaintiff's particulars of claim.

RE PARAGRAPH 5.2.18 (INCLUDING SUB-PARAGRAPHS)

21. The content of this paragraph is denied and is it specifically pleaded that the foundation of the property in question indeed had to be plastered and waterproofed.

RE PARAGRAPH 5.2.19 (INCLUDING SUB-PARAGRAPHS)

22. The content of this paragraph is denied and it is specifically pleaded that the plastering and waterproofing of the foundation was done in a proper and workmanlike manner in accordance with industry norms and standards.

RE PARAGRAPH 5.2.21

23. The waterproofing was indeed done in a proper and workmanlike manner and in accordance with the quotation.

RE PARAGRAPH 5.2.23 (INCLUDING SUB-PARAGRAPHS)

24. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that the stairs were built in accordance with the quotation and on the instructions received from the Defendant and/or the Defendant's husband.

RE PARAGRAPH 5.2.24 (INCLUDING SUB-PARAGRAPHS)

25. Save for re-painting one of the cowlings, the Plaintiff did not do any work on any of the cowlings.

RE PARAGRAPH 5.2.26

26. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that waterproofing work was indeed done on top of the boundary wall.

RE PARAGRAPH 5.2.26.1

27. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that two coats of paint were indeed applied to the top of the boundary wall by the washing line.

RE PARAGRAPH 5.2.26.3

28. The content of this paragraph is admitted and is it specifically pleaded that no membrane was needed as the top of the boundary wall was completely redone and waterproofing applied thereto.

RE PARAGRAPH 5.2.26.4

29. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that a proper and adequate waterproofing product was indeed applied to the boundary walls.

RE PARAGRAPH 5.2.27

30. The boundary wall was finished in rough plaster before the Plaintiff commenced its work and still has the same finish. The Plaintiff was never instructed to change the finish of the boundary walls.

RE PARAGRAPH 5.2.30.3

31. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that the Defendant's husband, Mr Theo Fitchat, washed the grouting between the paving stones away with a hosepipe.

RE PARAGRAPH 5.5

32. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that all reasonable steps were taken to ward against damage to the Defendant's property.

RE PARAGRAPH 5.12

33. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that work undertaken by the Plaintiff was requested and approved beforehand by the Defendant and/or her husband.

RE PARAGRAPH 5.13.1

34. It is denied that the Defendant was verbally informed that the cost for the new galvanized extractor would be R3 000-00 and was the Defendant and her husband at all times informed that the cost for the galvanized extractor would be R3 500-00 plus VAT.

35. A new galvanized extractor was indeed installed by the Plaintiff, which extractor, due to it being galvanised, cannot rust.

RE PARAGRAPH 5.13.3

36. As pleaded hereinbefore, the Plaintiff was prohibited by the Defendant during or about October 2019 from completing the work provided for in the quotations attached to the Plaintiff's particulars of claim. It was thus impossible to attend to the Defendant's concerns about the expansion joints referred to in this paragraph.

RE PARAGRAPH 5.13.4

37. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that -

37.1 The manhole was constructed on the explicit instructions of the Defendant's husband;

37.2 The manhole was indeed correctly constructed; and

37.3 The bricks referred to are for the lid of the manhole to rest upon, which lid the Defendant's husband indicated he would have constructed.

RE PARAGRAPH 5.13.5

38. The content of this paragraph is denied and the Defendant put to proof thereof. In amplification of the aforesaid denial, it is specifically pleaded that the Plaintiff did indeed do the quoted plasterwork above the relevant sliding door.

WHEREFORE the Plaintiff stands by its claim.

DATED at BRACKENFELL on this 1st day of JUNE 2020.



FPS ATTORNEYS

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TO: THE CLERK OF THE COURT

Magistrates Court

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AND TO: TIEFENTHALER ATTORNEYS INC.

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