REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO: 2019/14315

(1) REPORTABLE: ~~YES~~ / NO
(2) OF INTEREST TO OTHER JUDGES: ~~YES~~/NO
(3) REVISED.

17 January 2020 .....

DATE SIGNATURE

In the matter between:

C. STEINWEG LOGISTICS (PTY) LTD Plaintiff/Applicant

and

DARIER ALLOY CC Respondent

Summary: Application for summary judgment in terms of Rule 32(2) of the Rule. The defendant raised two points *in limine* –invalid affidavit by the plaintiff and prescription. The requirements for a valid affidavit in support of summary judgment application restated and the law regarding interruption of prescription also restated. Prescription interrupted by written acknowledgement of debt in the form of email. Plaintiff sold the goods of the defendant in its possession in execution. Principles of *parte executie* (immediate execution) discussed and found plaintif was entitled to execute. Defence of counterclaim raised in the context of intended set off. Defence unsustainable – parties having excluded the same from application in terms of their agreement.

JUDGMENT

Molahlehi J

Introduction

[1] This is an application for summary judgment arising from the summons issued by the plaintiff (applicant in these proceedings) on 17 April 2019 under case number 2019/143151 for payment in the amount of R322 951.90 together with interest *a tempore mora* and costs.The application for summary judgment was launched on 30 May 2019. It is thus governed by the pre-amended rule 32(2) of the Uniform Rules of the Court (the Rules). The approach to follow in considering this application is that which applied before the amendment of Rule 32.[1]

[2] The relief sought by the Applicant is for payment arising from a freight forwarding service agreement concluded between the parties. The claim arose from an alleged breach of the contract by the defendant (the respondent in this application). The details of the claim are set out in the particulars of claim. The contract was concluded on 11 May 2016.

[3] The defendant was, in concluding the contract, represented by Mr Jack Darier, the managing member of the respondent, and the plaintiff by Mr Haley Olivier. In terms of that agreement, as stated earlier, the plaintiff provided certain freight services to the defendant.

---

[1] See the unreported case *of Raumix Aggregates (Pty) Ltd v Richter Sand CC and Jan Hendrik Gysberi* 2019/18153, where the Court observed that::

> "The amended Rule 32 of the Uniform Rules of Court does not apply retrospectively to pending summary judgment applications initiated before 1 July 2019. The unamended Rule 32 shall apply to such pending applications."

[4] The plaintiff's application is based on the contention that the defendant has no *bona fide* defence as the debt upon which the claim is based was acknowledged by Mr Darier on 28 April 2016. It is alleged that the defendant undertook to effect payment of the debt no later than 6 May 2016. The acknowledgment of liability by the defendant is said to be in the amount of R365 215.45, and the detailed facts relating to it are set out in annexure "B" to the particulars of claim.

[5] In the particulars of claim the plaintiff avers that it complied with the terms of the agreement as provided for in the Standard Clearing and Forwarding Trading Terms and Conditions.

[6] It is common cause that, upon failure to remedy the alleged breach of the agreement, the plaintiff, relying on the provisions of clause 35 of the agreement, caused certain goods belonging to the defendant, to be sold in the amount of R44 300.00.

[7] In opposing the application, the defendant has raised two preliminary points - firstly, the defect in the affidavit in support of this application, deposed to by Mr Mangope and secondly, that the claim has prescribed.

The defect in the affidavit

[8] Concerning the affidavit in support of this application, the defendant contends that the affidavit is defective because the deponent, Mr Mangope, did not have personal knowledge of the subject matter surrounding the issue in dispute.

[9] In the affidavit in support of this application, Mr Mangope makes the following averments:

> "I have personally perused all the documentation in relation to this matter and have acquainted myself with the contents of the file. In that regard, I can swear positively to what is contained herein.
>
> I verify the cause of action in respect of the claim set out in the Particulars of claim attached the the Summons, . . . I can verify the amount of R322 951.90 . . . being a liquidated amount of money, is due and owing and payable to the Applicant/Plaintiff by the Respondent/ Defendant. A copy of the relevant, Certificate of Balance, dated 15 April 2019, is annexed to the Particulars of Claim . . ."

[10] The approach to adopt when dealing with the issue of personal knowledge of facts verified in an affidavit in support of summary judgement application was set out in *Maharaj v Barclays National Bank Ltd* where Corbett AJ held that:

> "The relevant facts would, therefore, be the conclusion of the contract, and the terms thereof, the deposits in, and withdrawals from, defendant's current account at the Stanger branch of the plaintiff bank and the interest debits resulting in the debit balance as at the date alleged in the Summons, viz. 24 October 1974, and the making of a demand for payment. In regard to certain of these facts, it would be difficult, if not impossible, for any one person to have first-hand knowledge of every fact that goes to make up the plaintiff's cause of action. In this connection I am in full agreement with the following remarks of MILLER, J., in *Barclays National Bank Ltd. v. Love*, supra at pp. 516 - 7, made with reference to an affidavit made by the manager of a branch of the plaintiff bank (oddly enough also the Stanger branch):

'We are concerned here with an affidavit made by the manager of the very branch of the bank at which overdraft facilities were enjoyed by the defendant. The nature of the deponent's office in itself suggests very strongly that he would in the ordinary course of his duties acquire personal knowledge of the defendant's financial standing with the bank. This is not to suggest that he would have personal knowledge of every withdrawal of money made by the defendant or that he personally would have made every entry in the bank's ledgers or statements of account; indeed, if that were the degree of personal knowledge required it is difficult to conceive of circumstances in which a bank could ever obtain summary judgment. It goes without saying that a manager of a bank who claims to have personal knowledge of the extent to which a client has overdrawn his account must needs rely upon the bank records which show the amounts paid into his account and the amounts withdrawn by the client.' "[2]

[11] The allegation that Mr Mangope did not have personal knowledge of the issue in dispute is based on the ground that he did not have any dealings with Mr Darier in the conclusion of the contract.

[12] The facts relevant in support of the cause of action and the amount claimed in the present matter are: the existence of the contract; the demand for the payment of the amount claimed (as set out in the particulars of claim); and the Certificate of Balance. The other important factor to consider in determining whether Mr Mangope had personal knowledge of the facts relating to the dispute is the nature of his office - as an employee of the plaintiff. In this respect it is not in dispute that he is the Commercial

[2] 1976 (1) SA 418 (A) at 423 H – 424 E.

Director of the plaintiff, a position that strongly suggests that he would know the financial transactions of the plaintiff.

[13] There is no dispute about the existence of the contract between the parties in the present matter. Mr Mangope would accordingly derive personal knowledge relating to the cause of action from the contract and would be able to verify the amount due and owing to the plaintiff from there, supported by the Certificate of Balance.

[14] In my view, it follows from the above discussion, that the defendant's contention that Mr Mangope had no dealings with Mr Darier in the conclusion of the contract does not assist the case of the defendant. It follows, therefore, that the contention made by the defendant falls considerably short of what is required to validly dispute personal knowledge of the subject matter by Mr Mangope.

[15] In light of the above, I am satisfied that the plaintiff, as a juristic person, is entitled to rely on the personal knowledge of Mr Mangope, its functionary and commercial director, who obtained personal knowledge from available records and documents.

[16] Accordingly, I find the affidavit by Mr Mangope to be valid, and thus, the point *in limine* concerning the validity of the affidavit in support of the summary judgment application, is unsustainable.

Prescription

[17] The issue of prescription is raised in the context wherein the plaintiff, in its particulars of claim, relies on the invoices issued during October and November 2015 as well as those of February 2016. On these facts, it would ordinarily have meant that the plaintiff's claim has prescribed. The plaintiff contended otherwise, relying on the provisions of section 14 of the Prescription Act 68 of 1969 ("the Prescription Act").

[18] In contending that the claim has not prescribed, the plaintiff argued that prescription was interrupted by an express or tacit acknowledgement of liability by the debtor.

[19] Section 14(1) of the Prescription Act provides that the running of prescription shall be interrupted by an express or tacit acknowledgement of liability by the debtor.

[20] Section 14(2) the Prescription Act provides:

> "If the running of prescription is interrupted as contemplated in subsection (1), prescription shall commence to run afresh from the day on which the interruption takes place or, if at the time of the interruption or at any time thereafter the parties postpone the due date of the debt, from the date upon which the debt again becomes due."

[21] The plaintiff contends that prescription in this matter was interrupted by the acknowledgement of debt by the respondent in the form of an email dated 28 April 2016. In the affidavit in support of the application for summary judgment, the plaintiff states that the defendant:

". . .admitted that it was liable to the Plaintiff for the Demanded Amount and undertook to make payment by no later than 6 May 2016."

[22] As appears in the particulars of claim, the plaintiff avers that despite the undertaking to pay the claimed amount, the defendant failed to comply with that undertaking to make payment by 6 May 2016. The undertaking was in response to an email of 28 April 2016, addressed to the defendant by the plaintiff's attorney, Mr Sloan, wherein the following is said:

"We refer to the above, our correspondence date 19 April 2016 . . .as well as your correspondence date 19 April 2016.

We record that we have still not received payment and /or a response to our correspondence. In the circumstances, kindly advice whether you have had an opportunity to consider our correspondence and, if so, when we can expect a payment and/or a response thereto."

[23] The defendant responded to the above email on the same day, 28 April 2016, in the following terms:

"I shall try to ensure that either way the payment is made before 06 May 2016. I do not believe it will be necessary for this matter to be escalated. I shall let you know as soon as I have completed the payment."

[24] The Summons was issued on 17 April 2019 and served on 3 May 2019. The plaintiff contended that the Summons was served within three years of 6 May 2016

being the date on which the defendant, through its representative Mr Erick Darier, is alleged to have acknowledged liability and stated that payment of the debt "will be made anytime now".

[25] In support of this contention, the plaintiff referred to the case of *Cape Town Municipality v Allie NO*,[3] where it was held that any acknowledgement of liability which would serve to interrupt prescription at common law will serve to interrupt it in terms of section 14(1) of the Prescription Act. It is trite that in terms of section 14(2) of the Prescription Act, prescription starts to run afresh from the day on which the interruption takes place.

[26] The plaintiff further contended that Mr Erick Darier reiterated the acknowledgement of liability on 10 May 2016 by stating the following:

> "Under the circumstances and without sounding like a stuck record, the payment will be made anytime now. I fully understand that your client is not prepared to wait indefinitely, but I must be forthright and tell you what the situation is. You have reserved your client's rights, and this is accepted. If you can see your way to give it another few days I am sure we will manage to bring the matter to a close."

[27] The plaintiff, further in contending that the respondent did acknowledge the debt, relies on another email from Mr Erick Darier dated 28 May 2016 wherein the following is stated:

---

[3] 1981 (2) SA 1 (C).

"I can confirm that payment of the proceeds to me is imminent. However, I have also spoken with a company that stocks and sells the products that are currently in the warehouse at Steinweg and I should have his answer today or tomorrow as to whether he will buy the steel bars and make payment directly to your account. I have certainly not ignored this matter as I am fully aware of the length of time that your client has been waiting, and I appreciate their patience. I shall ensure that either way the payment is made before 06 May 2016."

[28] The issue in this matter concerns the interpretation of the email relied upon by the plaintiff in support of its claim.

[29] With regards to the interpretation of the email and having regard to the circumstances in which it came into being, it is necessary to rely on the authority of the approach adopted in *Firstrand Bank LTD v Land and Agricultural Development Bank of SA,*[4] Where the court held that:

"27 The process of interpretation is no longer one in which we seek out a notional plain meaning of the words used, ignoring context and the circumstances in which the document being interpreted, whether a contract or a statute or a patent specification, came into being.

[4] 2015 (1) SA 38 [SCA] at para 27.

The starting point in the process of interpretation process is of course, the actual wording of the email.[5]

[30] A *prima facie* reading of the email of 28 April 2016, excluding the context in which it came into existence, leads invariably to the conclusion that the email has to be construed as an acknowledgement of debt. The actual wording of the email indicates very clearly that the defendant undertook to effect payment due to the plaintiff. The case of the defendant is also not assisted by the reading of the email in its context. The email, as pointed out above, came into existence following the email from Mr Sloan enquiring from the defendant as to when payment of the debt could be expected. The answer to the enquiry was straightforward - that the payment "will be made anytime now."

[31] In the email of 10 May 2016, the defendant refers to the release of funds pursuant to the sale of the goods in possession of the plaintiff to a third party – BMG (Pty) Ltd (BMG). It is not in dispute that the goods which were offered for sale to BMG are the same sold by the plaintiff. This does not, however, detract from the undertaking to pay, which was made earlier by the defendant. In any case, it is not the case of the defendant that its obligation to the plaintiff was conditional on the sale of the said goods.

[32] It is trite that to succeed in resting a summary judgment application, the respondent must swear "to a defence, valid in law, in a manner which is not inherently

[5] See Natal Joint Municipal Pension Fund v Endumeni Municipality 2012 (4) SA 593 at paragraph 18.

and seriously unconvincing." [6] The defence must be *bona fide* which was defined in *Maharaj v Barclays National Bank Ltd*[7] as "a defence set up *bona fide* or honestly, which if proved, would constitute a defence to plaintiff's claim."

[33] The defence of the defendant to the plaintiff's assertion that an acknowledgement of debt was made in the email referred to earlier is set out in paragraph 26 of the affidavit resisting this application. It is stated in this respect that:

> "The payment referred to being any time now was not an undertaking or an admission to the Applicant but rather a recognition that payment would be received from the Respondent's third-party purchaser."

[34] In my view, and in light of the earlier discussion in this judgment, the above is unsustainable. The allegation stands to be rejected with regard being had to the exchange of correspondence between the parties from 19 April 2016 and 10 May 2016. The acknowledgement of debt is made even clearer by the response to the enquiry made by Mr Sloan on 9 May 2016. The essence of the enquiry related to when the plaintiff could expect payment from the defendant. The response was made the following day - 10 May 2016. The essence of the response concerning the issue for determination appears in the last sentence of the email where Mr Darier stated the following:

> "I shall ensure that either way the payment is made before 6 May 2016."

---

[6] See Breitenbach v Fiat SA (EDMS) BPK 1976 (2) SA 226 (T) at 228 B – C.
[7] 1976 (1) SA 418 (A) at 418 H – 419 B.

[35] It is thus my view, following the above discussion that prescription was interrupted by the acknowledgement of debt made by the defendant. Accordingly, the plea of prescription stands to fail, and therefore the plaintiff's claim is, on this point, stands to succeed. Put in another way, the prescription point raised by the defendant does not constitute a *bona fide* defence.

[36] The other point raised during argument on behalf of the defendant was that the writers of the emails relevant to the determination of this dispute did not file confirmatory affidavits.

[37] In my view, the above bears no merit as the matter can be determined without the need for the two writers of the emails to file confirmatory affidavits. It was not disputed that the emails were sent and received. The contents of the emails were also not in dispute. Thus what is required is to read the emails in conjunction with the email relied upon by the plaintiff in support of its assertion that it is entitled to the relief sought.

The merits of the dispute

[38] An application for summary judgment is governed by rule 32 of the Rules. For a plaintiff to succeed in an application of this nature, he/she has to satisfy the requirements set out in Rule 32 (1) of the Rules which provides:

"32 (1) Where the defendant has delivered a notice of intention to defend, the plaintiff may apply to the Court for summary judgment on each of such claims in the Summons as is only -

(a) *on a liquid document;*

(b) *for liquidated amount in money;*

(c) *for delivery of specified movable property;*

(d) *for ejectment; together with any claim for interest and cost.*

[39] In *Gulf Steel (Pty) Ltd v Rack-Rite Bop (Pty) Ltd and Another*[8] the Court held that there were two basic requirements that a plaintiff has to satisfy to succeed in his or her application. He or she must establish a clear claim in the summons or particulars of claim and further place before the Court pleadings which are technically correct. Failure to meet these requirements will result in the dismissal of the application irrespective of whether or not the defendant has put a valid defence before the Court. In other words, as was stated in *Absa Bank Ltd v Coventry,*[9] the Court would refuse summary judgment where the plaintiff has failed in the supporting affidavit to satisfy the requisite verification of the cause of action.

[40] To succeed in opposing an application for summary judgment, the defendant has to satisfy the requirements of rule 32 (3) which provides that a defendant may:

> "(a) give security to the plaintiff to the satisfaction of the registrar for any judgment including costs which may be given, or
>
> (b) satisfy the court by affidavit (which shall be delivered before noon on the court day but one preceding the day on which the application is to be heard) or with the leave of the court by oral evidence of himself or of any other person who can swear positively to the fact that he has a bona fide defence to the action; such

[8] 1998 (1) SA 679 (O) at 683 I – 684 C.
[9] 1998 (4) SA 351 (N) at 353 D.

affidavit or evidence shall disclose fully the nature and grounds of the defence and the material facts relied upon therefor."

[41] The affidavit must disclose the nature of defence and the material facts relied upon.[10] The defendant must disclose with sufficient particularity in his or her defence to assist the Court in determining whether the affidavit discloses a *bona fide* defence.

[42] The defendant blames the plaintiff for its failure to pay the amount due in terms of the agreement. In this respect, the deponent to the affidavit resisting the application for summary states the following:

"... no payment would be made to the Applicant until the goods were sold by the Defendant to BGM."

[43] As indicated earlier in this judgment, there is no provision in the agreement that entitles the defendant to withhold payment owed to the plaintiff pending the sale of goods to a third party. In fact, clause 35 of the agreement, which the defendant quotes in full in its affidavit resisting the application provides as follows:

"35.1 All goods and documents to any goods including without limitation, any Sea transport document, holding certificate and import permit ('the documents'), as well as all refunds,repayment, claimes and other recoveries, shall be subject to a special and general lien or pledge either for monies due in respect of such goods or for any other monies due to the company by the customer, sender, owner, consignee, import, or the holder of the bill of lading with the agents, if any.

[10] See Phillips v Phillips and Another [2018] ZAECGHC 40 at para [22].

35.2 In delivering the goods or documents into the custody of the company or its agents for any purpose whatsoever, such delivery shall for the purposes hereof be deemed to be delivery of the same in pledge and as security for all amounts owed to the company at that time of which become payable in the future, in the event of the company utilising the services or premises of any third party for any purposes including the transaction or storage of any goods or documents, such third party shall be the agent of the company for purposes of exercising the company's right to retention under lien and/or pledge.

35.3 If any monies due the company are not paid within fourteen days after notice has been given to the person from whom the monies are due that such goods or documents are being detained, they may be sold by public auction or by private treaty or in some other way disposed of for value at the sole discretion of the company and at the expense of such person, and the net proceeds (if any) applied in or towards satisfaction of such indebtedness."

[44] The defendant contended that the plaintiff acted unlawfully in withholding, and thereafter selling, the goods in question for an amount far less than their value. The defendant further contended that it suffered a loss when the plaintiff, well knowing the value of the goods, sold them for R44 300.00. It is not in dispute that the goods were worth R450 000,00 at the time of the sale.

[45] According to the defendant, reliance by the plaintiff on the provisions of clause 35 of the agreement is unsustainable because that clause is contrary to the provisions of section 25 of the Constitution. The broad principle provided for in section 25 of the

Constitution is that no one may be deprived of property except in terms of law of general application, and no law may permit arbitrary deprivation of property.

[46] The essence of defendant's contension is that plaintiff was not entitled *parate executie* without first either obtaining its consent or obtaining a court order. In other words, the plaintiff should have sought a Court order before selling the goods in question.

[47] In support of the proposition that it has a *bona fide* defence arising from the conduct of the plaintiff, the defendant referred to *Bock v Duburora Investment (Pty) Ltd*[11] where Harms JA in dealing with the issue of *parate executie* stated:

> "The principles concerning *parate executie* (immediate execution) are trite. A clause in a mortgage bond permitting the bondholder to execute without recourse to the mortgagor or the court by taking possession of the property and selling it is void. Nevertheless, after default the mortgagor may grant the bondholder the necessary authority to realise the bonded property. It does not matter whether the goods are immovable or movable: in the latter instance, to perfect the security, the court's imprimatur is required. It is different with movables held in pledge: a term in an agreement of pledge, which provides for the private sale of the pledged article and in the possession of the creditor, is valid but a debtor may 'seek the protection of the Court if, upon any just ground, he can show that, in carrying out the agreement and effecting a sale, the creditor has acted in a manner which has prejudiced him in his rights.' "

[11] 2004 (2) SA 242 (SCA) at para [7].

[48] As stated by Erasmus AJA in *SA Bank of Athens Ltd v Van Zyl*,[12] the issue in *Bock* did not turn on the validity of the *parate executie* but on the constitutionality of the procedure.

[49] Concerning the validity of the *parate executie*, the SCA, in *Bock* held, that the approach which said that *parate executie* of immovables was unconstional, was wrong.[13]

[50] In paragraph [13] of *Bock*,[14] Harmse said:

> "I find it difficult to extend the proscription of these statutory provisions by the Constitutional Court to *parate executie* of movables which are lawfully in the possession of the creditor."

[51] The authorities are clear that the common law stipulations for *parate executie* are not far-reaching as to be contrary to public policy. They are valid and enforceable. They do not deprive the debtor of the right of access to the Courts and as stated in *Juglal NO and Another v Shoprite Checkers (Pty) Ltd t/a OK Franchise Division*,[15] "the debtor can avail himself of the assitence of the court's assistance in order to protect himself against prejudice at the hands of the creditor."[16]

---

[12] [2006] 1 All SA 118 (SCA).
[13] Id at note 11 at para [15].
[14] Id at note 11 at para [13].
[15] 2004 (5) SA 248 (SCA).
[16] Id at para [9].

[52] In my view, the contention that clause 35 of the agreement is contrary to section 25 of the Constitution - in circumstances where that clause provides that the net proceeds (if any) are applied towards satisfaction of such indebtedness - is without merit. It is important to note that the provision of clause 35 of the agreement was raised by the plaintiff in the letter dated 19 April 2016 and specifically in paragraph 13 thereof. It is further important to note that at no stage before these proceedings, did the defendant raise objection to the enforceability of clause 35 of the agreement. The enforceability of the clause is raised for the first time in the affidavit resisting the summery judgment.

[53] In my view, the point raised by the defendant concerning the enforceability of clause 35 of the agreement is indicative of a lack of *bona fides* in disputing the plaintiff's entitlement to sell the goods and apply the proceeds to the debt owed to the plaintiff. There is no evidence that the parties did not freely and willingly agree to the provisions of clause 35 of the agreement. Thus the argument that the plaintiff acted unlawfully in selling the goods in terms of clause 35 of the agreement is unsustainable and is accordingly rejected as not constituting a *bona fide* defence in resting this application.

[54] The defendant further contended that the conduct of the plaintiff has cost it a financial loss which exceeds the amount currently claimed by the plaintiff. For this reason, the defendant contended that it has a counterclaim which should be dealt with before the plaintiff's claim can be dealt with appropriately at a trial in due course.

[55] Clause 24 of the agreement provides as follows:

"24.1 Unless otherwise specifically agreed by the Company in writing, the Customer shall pay to the Company in cash immediately upon presentation of account all sums due to the Company without deduction or set of and payments shall not be withheld or deferred on account of any claim or counter claim which the Customer may allege."

[56] It is clear from the reading of the defendant's affidavit resisting the application for summary judgment that the purpose of the counter-claim, if successful, is to set-off the 'financial loss" that it alleges to have suffered as a result of the conduct of the plaintiff.

[57] In *Herrigel NO v Bon Roads Construction Co (Pty) Ltd and Another,*[17] the Court held that if a party to an action wants to obtain the benefit of set-off, he or she must claim to be entitled to set-off.

[58] In the present matter, the claim of set-off is unsustainable. The defendant had contracted out of the applicability of set-off to any mutual debt between it and the plaintiff in terms of clause 24.1 quoted above. In other words the defendant is precluded from invoking the operation of set-off – which, similarly to what was said by Boqwana J in *Collotype Labels RSA (Pty) Ltd v Prinspark CC and Others*[18] *"was effectively what the counterclaim would seek to do at the end of the day."*[19]

Conclusion

[17] 1980 (4) SA 669 (SWA) at 676.
[18] [2016] ZAWCHC 159.
[19] Id at para [67].

[59] In light of the above discussion, I am persuaded that the plaintiff has made out a case for the relief sought in the application. The defendant has admitted liability of the debt arising from the agreement between it and the plaintiff. The defendant can thus not avoid judgment being taken against it on the basis of the alleged defective affidavit in support of the claim; the alleged prescription; and the counterclaim against the plaintiff. For these reasons, the summary judgment must succeed.

[60] In the premises, the following order is made:

1. Summary judgement is granted against the defendant in the following terms:
    a. The defendant is to make payment in the amount of R322 951.90 to the plaintiff.
    b. The defendant is to make payment of the interest on the above amount calculated, at the rate of interest.
    c. The defendant is to pay the costs of the suit.

E Molahlehi

Judge of the High Court;

Johannesburg

Representation:

For the Plaintiff: Adv BR Edwards

Instructed by: Schindlers Attorneys

For the Respondent: Adv DM Pool

Instructed by: Eastes Incorporated

Heared: 31 October 2019

Delivered: 17 January 2020