IN THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN

Reportable / Not reportable

Case no: 3953/2024

In the matter between

ABSA BANK LIMITED Applicant

and

LLOYD PAKISO TSHABALALA Respondent

Coram:	Opperman J
Heard:	28 November 2024
Delivered:	16 May 2025. This judgment was handed down electronically by circulation to the parties' representatives by email and released to SAFLII. The date and time for hand down is deemed to be 16 May 2025 at 15h00.
Summary:	Application for summary judgement – special pleas of *res judicata* and non-joinder

---

ORDER

The relief sought in the notice of application for summary judgment is granted and as follows:

CLAIM A: SURETY AGREEMENT

1. Payment in the amount of R13 778 311.79 plus interest at the rate of 11.75% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;
2. payment in the amount of R4 497 765.92 plus interest at the rate of 12.55% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;
3. payment in the amount of R732 704.85 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;
4. payment in the amount of R777 926.70 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;
5. payment in the amount of R493 598.53 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;
6. payment in the amount of R1 244 762.17 plus Interest at the rate of 11.50% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;
7. payment in the amount of R1 355 866.22 plus interest at the rate of 11.50% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;
8. payment in the amount of R667 477.57 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;
9. payment in the amount of R659 333.91 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;
10. payment in the amount of R738 323.91 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days

included;

11. payment in the amount of R676 418.61 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;
12. payment in the amount of R622 700.42 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included.

CLAIM B: DEFENDANT'S PERSONAL MORTGAGE LOAN ACCOUNT

13. Payment in the amount of R876 948.57;
14. interest on the amount of R876 948.57 at a rate of 11.57% per annum, capitalized monthly from 9 November 2023 to date of payment, both days included.

COSTS

15. Costs of suit on attorney and own client scale.

JUDGMENT

Opperman J

Introduction

[1] This is an application for summary judgment against the respondent as per the action instituted. The claim is for payment of monies in accordance with prayers 1 to 15 of the notice of application for summary judgment.

[2] It is not for an order declaring immovable property executable as per the action instituted. The amounts payable were proven here in accordance with the contracts between the parties and by way of certificates signed by manager(s) of the applicant.

[3] The respondent has entered appearance to defend the action and on 16

September 2024 delivered a special plea and plea over. This is after a notice of bar was filed by the plaintiff on 5 September 2024. The original action was instituted on 17 July 2024. This application was issued on 7 October 2024.

[4] It is the case for the applicant that the plea delivered to the applicant's particulars of claim failed to cause any defence that would raise an issue for trial. Reading of the papers shows that the only issues to be adjudicated are two special pleas of *exceptio rei judicatae* and non-joinder.

The parties and the involvement of the respondent

[5] The applicant (ABSA) is a company that is also registered as a financial service provider and credit provider in terms of the National Credit Act 34 of 2005 (NCA). The NCA is not applicable to the application for summary judgment.

[6] The respondent is an adult male that has his *domicilium* in the jurisdiction of this court. The first cause of action is premised on a written suretyship agreement concluded by the respondent acting personally. In terms of the written suretyship on 14 August 2014 he bound himself in favour of the applicant as surety and co-principal debtor in *solidum* together with Lezmin 2815 CC (Lezmin) for payment on demand of all the amounts which Lezmin may at any time owe the applicant and arising from whatever cause.

[7] The contract is that the respondent and each party that stood surety for Lezmin would be <u>jointly and severally liable</u> as surety and co-principal debtors for the indebtedness owed to the applicant.

[8] The applicant and Lezmin also concluded a written overdraft facility and 11 written mortgage loan agreements. However, Lezmin failed to comply with the terms of these agreements, which resulted in ABSA and Lezmin concluding two written repayment agreements in August 2017 and July 2018. The respondent was also a signatory of these agreements. He acknowledged his indebtedness to the applicants as being due and payable. It appears, however, that the two repayment agreements were not honoured and complied with.

[9] The applicant instituted an application for the winding-up of Lezmin in this Court in case number 3612/2021 and litigation was finally concluded by a settlement agreement being made an order of court. It was expressly admitted in this agreement that Lezmin is indebted in terms of the erstwhile agreements; the respondent is similarly indebted in the amounts reflected in the settlement agreement and the applicant is entitled to claim payment of the full outstanding balances together with interest which the amounts attracted. <u>The liability of the respondent would be jointly and severally in regard to the other parties involved</u>.

[10] The respondent has not at any stage denied the conclusion of the suretyship agreement and he admitted that he was a party to the repayment agreements. The settlement agreement, now an order of court, did not negate the liability of the respondent, rather, it confirmed it.

[11] It is trite law that an application for an order for payment by the respondent as surety and co-principal debtor for the indebtedness of Lezmin cannot be the same as an application for the winding-up of Lezmin. It is a legal fact that the winding-up litigation was finally concluded and has no residual legal consequence that can affect this claim against the respondent.

[12] <u>The implication of para 1 of the settlement agreement is that the respondent is jointly and severally accountable to the applicant; a claim against him in solidum is legally unrelated to Lezmin and one Samuel Matlabe Tshabalala (SM Tshabalala)</u>. They were not cited in the action and they have no interest or prejudice to suffer in the application for summary judgment. In any event, the respondent has shown none in their defence of the case.

[13] The second claim is based on the written mortgage loan agreement concluded with the respondent in his personal capacity. He does not deny the terms, the breach of the agreement nor that the amount due was proven in terms of the contract. The mortgage loan was not part of the settlement agreement in the liquidation application that has been concluded.

[14] The respondent did not direct the court to any facts that the National Credit Act 34 of 2005 is applicable or that the amounts due were incorrectly calculated. The general wide defence of the issues is not legally sufficient in the instance. Rule 46A of the Uniform Rules of Court deals with the execution of judgments against property, particularly residential property. It specifically addresses the process of declaring immovable property executable and the procedures for sale in execution. The rule aims to ensure that execution against a debtor's primary residence is only authorized after a court has considered all relevant factors and determined that such execution is warranted. It is not applicable to the relief claimed here and now in the summary judgment and is an issue for another day in separate litigation.

Doctrine of *pacta sunt servanda*

[15] The foundation of the application is the doctrine of *pacta sunt servanda;* legal and moral compliance with contracts. It was noted in *Vleissentraal Bloemfontein (Pty) Ltd v Jansen*[1] that:

'[10] . . .

14. From the above and the nature of the disputes that often presents in our courts, it is clear that there is a tug-of-war between commercial certainty and prompt remedies in law for non-compliance with contracts on the one hand; and the right to access to courts on the other hand. In *Basson v Chilwan and others* [1993] ZASCA 61; 1993 (3) SA 742 (A) at 762H Eksteen JA referred to contractual freedom as:

"The paramount importance of upholding the sanctity of contracts, without which all trade would be impossible ..."

Further,

"If there is one thing that is more than public policy requires, it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that their contracts when entered into freely and voluntarily shall be held sacred and shall be enforced by courts of justice. Therefore, you have this para-mount public policy to consider - that you are not lightly to interfere with this freedom of contract."

Justice Ackermann in *Ferreira v Levin NO; Vryenhoek v Powell* NO 1996 (1) SA 984 (CC) at paragraph 26 described it as "a central consideration in a constitutional state". These statements

[1] *Vleissentraal Bloemfontein (Pty) Ltd v Jansen* (5476/2022) [2023] ZAFSHC 173 (16 May 2023).

aim for reasonable certainty, so that parties can go about their business knowing the rules of the game; constitutional economic integrity is vital.

Moseneke J (as he then was) pointed out in his dissent in *Barkhuizen v Napier* [2007] ZACC 5; 2007 (5) SA 323 (CC) at paragraph 98 that:

"Public policy cannot be determined at the behest of the idiosyncrasies of individual contracting parties. If it were so, the determination of public policy would be held ransom by the infinite variations to be found in any set of contracting parties."

[11] At the heart of the above is the basic principle that commercial transactions, freely and honestly entered into, and not vitiated by fraud, misrepresentation, duress or public policy, should be respected and enforced. . . .'

Summary judgment

[16] In *Toyota Financial Services (South Africa) Limited v Waste Partners Investment (PTY) Limited*[2] it was aptly concluded that summary judgment proceedings are:

1. Regulated by Rule 32 of the Uniform Rules of Court.

2. It was designed to prevent a plaintiff's[3] claim, based upon certain circumstances, from being delayed by what amounts to an abuse of the process of the court.

3. The law allows a plaintiff to apply to the court for judgment to be entered summarily against the defendant,[4] thus disposing of the matter without putting the plaintiff to the expense of a trial.

4. However, a defendant can escape a summary judgment by showing that there exists a *bona fide* defence to the action.

5. The defendant must disclose fully the nature and grounds of the defence, and the material facts on which it is based.

---

[2] *Toyota Financial Services (South Africa) Limited v Waste Partners Investment (PTY) Limited* (9578/2020) [2022] ZAGPJHC 771 (29 August 2022) paras 10 to 14. *Maharaj v Barclays National Bank Ltd* 1976 (1) SA 418 (A) 426, *Breitenbach v Fiat SA (Edms) Bpk* 1976 (2) SA 226 (T) 228 D – E.

[3] Applicant in *casu*.

[4] Respondent in *casu*.

6. A defendant may successfully resist summary judgment where the opposing affidavit shows that there is a reasonable possibility that the defence advanced may succeed on trial.

7. The court must determine whether on the facts disclosed the respondent (defendant) appears to have, as to either the whole or part of the claim, a defence which is also good in law.

8. The defendant need not deal exhaustively with the facts and the evidence relied upon to substantiate them but must at least disclose his defence and the material facts upon which it is based with sufficient particularity and completeness.

9. In summary; the law shows that the defendant must meet four requirements: he must disclose the nature of grounds of his defence, he must disclose the facts on which he bases his defence, the defence must be *bona fide*, and the defence must be good in law. The facts provided must be such that if proven at trial, it will constitute an answer to the plaintiff's claim.

10. Lastly; considering the extraordinary and drastic nature of summary judgment, if the court has any doubt as to whether the plaintiff's case is unanswerable at trial such doubt should be exercised in favour of the defendant and summary judgment should accordingly be refused.

[17] In *NPGS Protection and Security Services CC and Another v FirstRand Bank Ltd*[5] it was decided that:

'[11] Rule 32(3) of the uniform rules requires an opposing affidavit to disclose fully the nature and grounds of the defence and the material facts relied upon, therefore. <u>To stave off summary judgment, a defendant cannot content him or herself with bald denials, for example, that it is not clear how the amount claimed was made up.</u> Something more is required. If a defendant disputes the amount claimed, he or she should say so and set out a factual basis for such denial. This could be done by giving examples of payments made by them which have not been credited to their account.

[5] *NPGS Protection and Security Services CC and Another v FirstRand Bank Ltd* (314/2018) [2019] ZASCA 94; [2019] 3 All SA 391 (SCA); 2020 (1) SA 494 (SCA) (6 June 2019).

[12] In this case, if monies in terms of the credit facility were not advanced and extended to NPGS, as alleged by the respondent, it would have been easy for the appellants to say so and unequivocally deny the allegation. One expects a defendant in the appellants' position to know whether or not they received money from a bank and if so, in what amount.' (Accentuation added.)

[18] The respondent is not entitled to raise defences in his answering affidavit or heads of argument not contained in his plea.[6]

[19] The case of *Jili v FirstRand Bank Ltd t/a Wesbank*[7] investigated the discretion of the court here. It ruled that:

'[27] The simple answer to this argument is, of course, that a court's discretion to refuse summary judgment is limited to those cases <u>where there may be some doubt as to the defendant's liability</u>. There is no such doubt in this case. It is not disputed that the respondent is entitled to the order that it seeks if the debt re-arrangement order earlier granted by the magistrate does not bar the respondent's claim which, for the reasons already given, it does not.

[28] Moreover, as this court stressed in *Nedbank Ltd v National Credit Regulator* 2011 (3) SA 581 (SCA) para 2, a passage cited with approval by the Constitutional Court in *Sebola v Standard Bank of South Africa Ltd* 2012 (5) SA 142 (CC) para 40, <u>notwithstanding the objective of the NCA to protect consumers, there has to be a careful balancing of the competing interests sought to be protected and further that the interests of creditors should 'also be safeguarded and should not be overlooked'</u>.

[29] The appellant has already enjoyed the considerable benefit afforded by a debt re-arrangement order that substantially reduced her monthly instalments and at the same time increased the period available to her to effect repayment...

[30] To allow the appellant, who has spurned the advantages flowing from the magistrate's order of 4 November 2011 by defaulting in her payments, a yet further opportunity to attempt to get her affairs in order at the expense of the respondent who is entitled to the relief it seeks, would not be in the interests of justice. To refuse summary judgment would be to afford the appellant a

---

[6] *Nedbank Limited v Uphuhliso Investments and Projects (Pty) Limited and Others* (2021/6604) [2022] ZAGPJHC 723; [2022] 4 All SA 827 (GJ) (22 September 2022) paras 24 and 36.

[7] *Jili v FirstRand Bank Ltd t/a Wesbank* (763/2013) [2014] ZASCA 183; 2015 (3) SA 586 (SCA) (26 November 2014).

further advantage not envisaged by the NCA – and a second bite at the cherry, so to speak – to the detriment of the clear rights of the respondent.' (Accentuation added.)

[20] On the mere face of the above and the facts, the summary judgment must be granted. The issues are now *res judicata* and non-joinder raised by the respondent.

Res Judicata

[21] The doctrine of *res judicata* gives effect to the finality of court judgments. There must be an end to litigation and in this regard, it must be borne in mind that the doctrine may not be mechanically and rigidly applied. The doctrine can be relaxed where significant and severe injustice will result.[8] However, it is not the case *in casu*.

[22] In *Bafokeng Tribe v Impala Platinum Ltd and Others*[9] the principle that came to light was that a court must have regard to the object of the *exceptio res judicata*. It was introduced with the endeavour of putting a limit to needless litigation. The recapitulation of the same thing in dispute in diverse actions must be prevented. The concomitant deleterious effect of conflicting and contradictory decisions that may flow from not applying the principles may follow. This principle must be carefully delineated and demarcated in order to prevent hardship and actual injustice to parties. There is a tension between a multiplicity of actions and the palpable realities of injustice. A plea of *res judicata* must be determined on a case-by-case foundation without rigidity and the overriding or paramount consideration being overall fairness and equity.[10]

[23] In the matter of *Consol Ltd t/a Consol Glass v Twee Jonge Gezellen (Pty) Ltd and Another*,[11] the following was said:

'The gist of the defence of *res judicata* is that the matter or question which is being raised by an adversary has previously been finally adjudicated upon in proceedings between the same parties and cannot be raised again. A matter is *res judicata* when the prior judgment was given (1) with

---

[8] *Molaudzi v S* (CCT42/15) [2015] ZACC 20; 2015 (8) BCLR 904 (CC); 2015 (2) SACR 341 (CC) (25 June 2015).
[9] *Bafokeng Tribe v Impala Platinum Ltd and Others* 1999 (3) SA 517 (BHL).
[10] Ibid at 566.
[11] *Consol Ltd t/a Consol Glass v Twee Jonge Gezellen (Pty) Ltd and Another* (2) 2005 (6) SA 23 (C).

respect to the same subject matter, (2) based on the same ground, and (3) between the same parties.

In determining whether the prior judgment was based on 'the same ground', regard must be had not only to the express judicial declaration in the earlier proceedings, but also to points that should have been raised but were omitted in the earlier proceedings. Where a matter becomes subject to litigation in, and of adjudication by, a Court of competent jurisdiction, the Court requires the parties to bring forward their whole case, and will not (except under special circumstances) permit the same parties to open the same subject of litigation in respect of matter which might have been brought forward as part of the subject in contest, but which was not. The plea of *res judicata* applies, except in special cases, not only to points upon which the Court was actually required by the parties to form an opinion and pronounce a judgment, but to every point which properly belonged to the subject of litigation and which the parties, exercising reasonable diligence, might have brought forward at the time.'[12] (Accentuation added)

Joinder

[24] The law on joinder is reflected in the case of *Ross and Another v Nedbank Limited*[13] (*Ross*). Imperative is the fact that if parties are jointly and severally liable, the plaintiff can choose to sue any of them, and they don't need to include all of them in the same action. The respondent in *casu* admitted being jointly and severally liable and the contracts confirm this. The respondent likewise renounced the benefits of excussion and division and expressly agreed that any admission of indebtedness by the principal debtor, being Lezmin, is binding on the respondent.[14] This is what was depicted in the

[12] Ibid para 47.

[13] *Ross and Another v Nedbank Limited* (10029/2020) [2023] ZAGPJHC 949 (17 August 2023).

[14] Record, POC 11 paras 6 and 10, p 169. In *Liberty Group Limited v Warren Patrick Broughton Illman* (1334/2018) [2020] ZASCA 38 the Supreme Court of Appeal had to consider whether sureties who bind themselves as co-principal debtors become co-debtors with the principal debtor, and with each other. The court answered the issue in the negative. The legal position in relation has been the established jurisprudence of the court, where it was emphasised in *Kilroe-Daley v Barclays National Bank* 1984 (4) SA 609 (A) that the surety's liability was accessory to that of the principal debtor, despite it being based on a different contract; the addition of the words "co-principal debtor" in a suretyship did not transform the contract into any contract other than one of suretyship. Consequently, if the principal debt became prescribed, the surety's debt also became prescribed and ceased to exist. The SCA also considered the case of *Neon and Cold Cathode Illuminations (Pty) v Ephron* 1978 (1) SA 463 (A), where it was held that the sole consequence of a surety binding himself as a co-principal debtor is that, as regards to the creditor, he renounces the benefits such as excussion and division available to him, and he becomes liable with the principal debtor jointly and severally. It did not make him a co-debtor.
See in this regard: L Rhoodie 'Do sureties who bind themselves as co-principal debtors become co-debtors with the principal debtor and each other?' *Dispute Resolution Alert*. Available at:

Ross case:

'7. The relevant principles pertaining to non-joinder were conveniently summarised by Tolmay J in *Myeni,* as follows:

"[63] . . . In the common law a defendant's right to join other parties are narrowly confined.

[64] Non-joinder arises where another party has a direct and substantial interest in the matter, which is determined by the relief that is sought. A party can only be said to have a direct and substantial interest in the matter if the relief cannot be sustained and carried into effect without prejudicing their interests.

[65] In *Amalgamated Engineering Union*, the Appellate Division explained further that "*[t]he question of joinder should ... not depend on the nature of the subject-matter of the suit ... but... on the manner in which, and the extent to which, the Court's order may affect the interests of third parties*."

[66] This means that the relief is decisive, not the facts or issues in dispute. Even where a Court may be called on to make findings that are adverse to another party this does not establish grounds for non-joinder if the relief sought does not adversely impact on that party's interests.

[67] In this instance the Respondents seek relief only against the Applicant and not against the other Board Members. The relief claimed therefore does not impact on the other director[s]...at all and as a result they do not have a direct and substantial interest in this matter.

[68] That does not mean that they may not be called as witnesses and that their evidence may be determinative of the success of the Respondents claims against the Applicant.

[69] The other directors do not have a direct and substantial interest in the relief sought even if the evidence ultimately reveals that they were complicit in any unlawful conduct that may be proved.

[70] In any event a Plaintiff is entitled to choose their defendant from a group of wrongdoers."

---

https://www.cliffedekkerhofmeyr.com/news/publications/2020/dispute/dispute-resolution-29-april-Do-sureties-who-bind-themselves-as-co-principal-debtors-become-co-debtors-with-the-principal-debtor-and-each-other.html. Accessed 14 May 2025.

8. More recently, in *South African History Archive Trust v South African Reserve Bank and another* 2020 (6) SA 127 (SCA) para 30, Gorven AJA (writing for a unanimous bench) recognised and applied the test for joinder of necessity as it was restated by Brand JA in *Bowring NO v Vrededorp Properties CC and Another* 2007 (5) SA 391 (SCA) ([2007] ZASCA 80) para 21, namely, that 'The substantial test is whether the party that is alleged to be a necessary party for purposes of joinder has a legal interest in the subject-matter of the litigation, which may be affected prejudicially by the judgment of the Court in the proceedings concerned....'. Gorven AJA went on to clarify that 'The question is therefore whether Messrs Hill and Palazzolo might be prejudicially affected by a judgment on the application. As has been clarified, the application does not reach the point where any relief granted could have a prejudicial effect on them...' (Accentuation added)

9. The learned author Harms, summarised the legal position thus:

"a) If a party has a direct and substantial interest in any order the court might make in proceedings, or if such order cannot be sustained or carried into effect without prejudicing that party, he is a necessary party and should be joined in the proceedings unless the court is satisfied that he has waived his right to be joined.

b) The mere fact that a party may have an interest in the outcome of the litigation does not warrant a non-joinder objection.

c) The term "direct and substantial interest" means an interest in the right, which is the subject-matter of the litigation, and not merely an indirect financial interest in the litigation.

d) An academic interest is not sufficient. On the other hand, the joinder of joint wrongdoers as defendants is not necessary, although advisable.

e) Likewise, if parties have a liability, which is joint and several, the plaintiff is not obliged to join them as co-defendants in the same action but is entitled to choose his target.

f) A mere interest is also insufficient. A litigation funder may be directly liable for costs and may be joined as a co-litigant in the funded litigation. This would be the case where the funder exercises a level of control over the litigation or stands to benefit from the litigation."' (Emphasis added.)

Conclusion

[25] The two defences in *limine* of *res judicata* and non-joinder cannot succeed and must be dismissed having regard to the facts and law. Rule 46A is not applicable since this is not an application to order property specially executable and the amounts that form the claim have been proven in accordance with the contract. The respondent did not raise any answer or defence to the applicant's claim that would raise an issue for trial and the summary judgement as per prayers 1 to 15 of the notice of application for summary judgment shall thus be granted.

Costs

[26] Costs must follow the cause and be in accordance with the terms of the written surety agreement. It is to be on the scale as between attorney and own client.[15]

Order

The relief sought in the notice of application for summary judgment is granted and as follows:

CLAIM A: SURETY AGREEMENT

1. Payment in the amount of R13 778 311.79 plus interest at the rate of 11.75% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;

2. payment in the amount of R4 497 765.92 plus interest at the rate of 12.55% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;

3. payment in the amount of R732 704.85 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

4. payment in the amount of R777 926.70 plus interest at the rate of 11.75% per

---

[15] 'ABSA BANK'S HEADS OF ARGUMENT' dated 19 November 2024 at para 3.

annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

5. payment in the amount of R493 598.53 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

6. payment in the amount of R1 244 762.17 plus Interest at the rate of 11.50% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;

7. payment in the amount of R1 355 866.22 plus interest at the rate of 11.50% per annum, capitalized monthly from 12 September 2023 to date of payment, both days included;

8. payment in the amount of R667 477.57 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

9. payment in the amount of R659 333.91 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

10. payment in the amount of R738 323.91 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

11. payment in the amount of R676 418.61 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included;

12. payment in the amount of R622 700.42 plus interest at the rate of 11.75% per annum, capitalized monthly from 4 August 2023 to date of payment, both days included.

CLAIM B: DEFENDANT'S PERSONAL MORTGAGE LOAN ACCOUNT

13. Payment in the amount of R876 948.57;

14. interest on the amount of R876 948.57 at a rate of 11.57% per annum, capitalized monthly from 9 November 2023 to date of payment, both days included.

COSTS

15. Costs of suit on attorney and own client scale.

[redacted]

OPPERMAN J

Appearances

For the applicant:	S Tsangarakis
Instructed by:	Tim du Toit & Attorneys
	c/o Symingon De Kok
For the respondent:	S Ngombane
Instructed by:	Thebe Attorneys Inc.