

SAFLII Note: Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and [SAFLII Policy](#)

**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE NUMBER: -2024-082023

(1)	REPORTABLE: YES / NO
(2)	OF INTEREST TO OTHER JUDGES: YES /NO
(3)	REVISED: YES/NO
23 March 2026	_____
DATE	SIGNATURE

In the matter between:

CJ PHARMACEUTICAL ENTERPRISES (PTY) LTD

PLAINTIFF

and

**LIMABIZ (PTY) LTD T / A HEART MED PHARMACY
(REGISTRATION NUMBER: 2015/248854/07)**

FIRST DEFENDANT

**SARINA PRINSLOO
(IDENTITY NUMBER: 6[...])**

SECOND DEFENDANT

Heard: 28 October 2025

Delivered: 23 March 2026

This judgment is handed down electronically by circulating to the parties or their legal representatives by email and by uploading the judgment onto CaseLines. The date and time for hand down of the judgment are deemed to be 13:00 on 22 March 2026.

JUDGMENT

MATLAPENG A.J

INTRODUCTION

- [1] The Plaintiff/Applicant is CJ Pharmaceutical Enterprises (Pty) Ltd, registered private company with limited liability with registration number 2001/09972/07, duly incorporated in terms of the companies' law of South Africa, with its principal place of business at 1[...]th Street, D[...], Mpumalanga ("The Plaintiff").
- [2] The First Defendant/Respondent is Limabiz (Pty) Ltd T / A HeartMed Pharmacy, a duly registered company with limited liability with registration number 2015/248854/07 a duly incorporated company registered in terms of the company laws of South Africa with chosen *domicillum citandi et executandi* at 5[...] E[...] St, Pretoria, Gardens, Pretoria ("The First Defendant").
- [3] The Second Defendant/Respondent is Sarina Prinsloo an adult female pharmacist with chosen *domicillum citandi et executandi* at 5[...] E[...] Street, Pretoria, Gardens, Pretoria ("The Second Defendant").
- [4] This application is predicated against the application for Summary Judgment.¹

¹ CaseLines: 003-1-3, affidavit in support of application for Summary Judgment.

[5] Service on the First and Second Defendants was effected via email on 10 February 2025 by the representatives representing the Plaintiff² as well as via the Sheriff on 27 August 2024³

[6] In the main, the Plaintiff seek the following relief against the First and Second Defendants:

6.1 Payment in the sum of R1,317,148,55;

6.2 Interest on the afforested sum of R1,317,148,55 at the rate of 24% per annum from date of demand until date of final payment; and cost of suit on a scale between attorney and client.⁴

[7] It is so that on 17 January 2021, the Plaintiff who was duly represented and the First Defendant who was equally duly represented by the Second Defendant, entered into a written application for credit facilities agreement.⁵

[8] It must be noted that, the Second Defendant, signed a surety agreement on behalf of the First Defendant.⁶

THE AGREEMENTS

² CaseLines: 003-20.

³ CaseLines: 004.

⁴ CaseLines:003-2.

⁵ CaseLines 001-8 para 4.

⁶ CaseLines: 001-25.

[9] As stated above, the parties concluded two credit facility agreements on or about 17 January 2021 and in terms of the agreements, the Plaintiff would supply pharmaceutical products to the First Defendant at the First Defendant's special instances and request, against payment of the Plaintiff's asking price on various products supplied by the Plaintiff.

[10] It is also so that the Second Defendant, signed the first agreement in her capacity as a director of and on behalf of the First Defendant and concluded a deed of suretyship in favour of the Plaintiff.

[11] This deed of suretyship, was signed on the 15th of January 2021.⁷

[12] On 27 June 2023, the Plaintiff and the First Defendant concluded a credit limit amendment agreement in terms of which the credit limit was increased to the amount of R600,000. ⁸

[13] Contemporaneously to the credit limit amendment agreement, the parties on 27 June 2023 concluded a deed of suretyship in favour of the Plaintiff wherein the Second Defendant bind herself a surety and co-principal debtor of the First Defendant for the payment of all amounts which are due and payable to the Plaintiff.

[14] It is so that the Plaintiff duly performed in terms of the agreements and delivered the products as and when the First Defendant request, in accordance with the above-mentioned agreements.

⁷ CaseLines: 001-22-23.

⁸ CaseLines - 001-28-29.

[15] It is not in dispute that the Plaintiff performed in terms of the agreements as well as the addendum, by supplying the products to the First Defendant on various occasions and at the First Defendant's special instance and request, in accordance with the terms.

[16] It is also not in dispute that the First Defendant failed to comply with its obligations in terms of the aforesaid agreements and failed to make payments as and when the payments were due and owing.

[17] This is evidenced by the data's history ledger, which confirms the amount the First Defendant is under arrears on account 407, to the amount of R1,317,148,55.⁹

[18] The amount owing by the First Defendant, is also reflected in the certificate of balance which certificate, was signed on the 8 of July 2024 by CJ Williams who is the director of the Plaintiff.¹⁰

[19] In the Defendant's affidavit resisting Summary Judgment, which affidavit was deposed to by Sarina Prinsloo in her capacity as the duly authorised representative of the First Defendant as well as in her personal capacity in terms of the deed of suretyship that she signed, the deponent confirms that she

⁹ CaseLines 001-34-131.

¹⁰ CaseLines 001-133.

is an adult businesswoman and that the facts contained in the affidavit resisting Summary Judgment, are to her personal knowledge.¹¹

[20] Sarina Prinsloo, raises four points *in limine* which I shall deal with below.

THE FIRST POINT IN LIMINE

[21] The nub of the first point *in limine* is that the deponent to the affidavit in support of Summary Judgment, must swear positively to the facts contained therein and that person, must have the ability to verify the facts and information contained, is within their knowledge, and must demonstrate how that information came to their knowledge with positive facts which must be alleged.

[22] It is the case of the deponent that the deponent to the affidavit in support of the Summary Judgment, does not have personal knowledge of the facts and that a mere allegation or aversion that they do is, not enough.

[23] Something further must take place. However, it ends there. The Second Defendant does not demonstrate to the Court, what more should a deponent to an affidavit resisting Summary Judgment demonstrate and ultimately prove.

[24] It is so that in terms of Rule 32 (2)(a), a person who can swear positively to the facts may make an affidavit in support of that application. The essential

¹¹ CaseLines 003-23-24 paras 1, 2, and 3.

requirement, is that the person should state, at least, that the facts are within his or her personal knowledge.¹²

[25] It is also so that an affidavit by the legal advisor of a bank, which states that the facts deposed to fall within their knowledge and can swear positively to those facts and confirm those facts, is sufficient.¹³

[26] When one has regard to the affidavit brought in support of the Summary Judgement, the deponent to that affidavit, confirms that she has personal knowledge of the records relating to the amounts owing by the First and Second Defendants and such documents, are under the deponent's control.¹⁴

[27] It is also so that the deponent to the affidavit in support of the Summary Judgment, also confirms that she has considered the suretyship agreement as well as the addendum which was signed by the Second Defendant.¹⁵

[28] It is so that Rule 32 (3)(b) provides that a Defendant in Summary Judgment proceedings may *“satisfy the Court by affidavit or with the leave of the Court by oral evidence of such Defendant or of any other person who can sway positively to the fact that the Defendant has a bona fide defence to the action; such affidavit or evidence shall disclose fully the nature and grounds of the defence and the material facts relied upon thereof.”*

¹² C Forhat Stud Farms (Edms Bpk vs. Barclays Nationale Bank 1978 (3) SA 118 (T) at para 120 – 121.

¹³ Nedcor Bank Ltd vs Behardien 200(1) SA 307 (C) at 310F-311C.

¹⁴ CaseLines 003-5 para 1.3.

¹⁵ CaseLines 003-5 para 1.3.

[29] In the matter of Breitenbach versus Fiat SA (Edms) Bpk¹⁶ the Court held as follows regarding the Defendant's affidavit:

“... No more is called for than this: that the statement of material facts be sufficiently full to persuade the Court that what the Defendant has alleged, if it is proved at the trial, will constitute a defence to the Plaintiff's claim. What I would add, however, is that if the defence is averred in a manner which appears in all the circumstances to be needlessly bold, vague or sketchy, that will constitute material for the Court to consider in relation to the requirement of bona fides”.

[30] The question whether a deponent to an application in support of a Summary Judgment has the necessary personal knowledge to swear positively to the facts, as required by Rule 32, was neatly summarised and answered in the matter of *Stanford Sales and Distribution (Pty) Ltd versus Metra Clark (Pty) Ltd*¹⁷ where the Supreme Court held:

“[... As stated in Maharaj, “undue formalism in procedural matters is always to be eschewed” and must give way to commercial pragmatism. At the end of the day, whether or not to grant summary Judgment is a fact-based inquiry. Many summary judgment applications are brought by financial institutions and large corporations. First- and knowledge of every fact cannot and should not be required of the official who

¹⁶ 1976 (2) SA 226 (T) at 228 D-E.

¹⁷ [2014 ZASCA (79) 29 May 2014] at paras 8 -15.

deposes to the affidavit on behalf of such financial institutions and large corporations. To insist on first- and knowledge is not consistent with the principles espoused in Maharaj ...” In my view, as long as there is direct knowledge of the material facts underlying the course of action, which may be gained by a person who has possession of all of the documentation, that is sufficient.

[11] The inquiry, which is fact- based, considers the contents of the verifying affidavit together with other documents properly before the Court. The object is to decide whether the positive affirmation of the facts forming the basis for the cause of action, by the deponent to the verifying affidavit, is sufficiently reliable to justify the grant of summary judgment ...

[12] ... to insist on personal knowledge by the deponent to the verifying affidavit on behalf of the of the cessionary of all of the material facts of the claim of the sedent against the data, emphasizes formalism in procedural matters at the expense of commercial pragmatism.”

[31] In the present case before Court, the affidavit in support of the Summary Judgment is deposed to by Lynn Oosthuizen who confirms that she is the Data Manager of the Plaintiff. ¹⁸

[32] The deponent to the affidavit resisting Summary Judgment, does not seriously challenge the fact that Lynn Oosthuizen has personal knowledge and has

¹⁸ CaseLines 003-4 and confirmed that she has personal knowledge of the matter because of her access to the relevant records of the Plaintiff. The records are under her control and has inspected them.

control over the documents and in the result, the first point *in limine* must thus fail with costs.

THE SECOND POINT IN LIMINE

[33] The Defendants raised the failure to disclose a proper cause of action as, according to the Defendants, there are different causes of action which are contrary to Uniform Rule 32 (2)(a).

[34] According to the First and Second Defendants, the purposes of Rule 32, is for the deponent to the affidavit supporting Summary Judgment to verify the “cause of action” ¹⁹

[35] In this regard, the cause of action, is clearly set out in the Particulars of Claim and is based on the First Defendant's indebtedness to the Plaintiff as well as the Second Defendant's signing surety on behalf of the First Defendant as per the agreements and the addendums mentioned above.

[36] The cause (or causes of action) are clearly identified and are verified in the affidavit in support of Summary Judgment and in the result, the second point *in limine* must thus fail with costs.

THE THIRD POINT IN LIMINE

¹⁹ CaseLines 003- 27 para 20. and as such, it is the case of the Defendants that the Plaintiff has failed to make out a proper case for the relief sought.

[37] The Defendants take issue with the attachment of the company report from the Companies and Intellectual Property Commission (“the CIPC”) which is marked as “**Annexure L01**” and states that in terms of Rule 32 (4), there should be no evidence adduced other than the affidavit referred to in sub-rule 2 and therefore, according to the Defendants, “**Annexure L01**” is evidence and is not permitted by Rule 32 (4).²⁰

[38] In the matter of *ABSA Bank Limited vs Mashinini No and Another*²¹ the Court held as follows regarding attaching supporting documents in Summary Judgment applications:

“ [The Rule as amended clearly did not envisage a mini- trial by the production of extensive facta probantia, but where, as in the present instance, that which would have been a bare or bold denial can be refuted or, in the imprecise words of the amended Rule, “briefly” be explained by way of an annexed document or documents, that should in my view be allowed. To not do so would be to revert to the unsatisfactory position which was in existence prior to the amendment of the Rule.”

[39] In this Court's view, nothing turns on the inclusion of “**Annexure L01**” to the affidavit in support of Summary Judgment. With or without the attachment, the affidavit in support of Summary Judgment clearly identifies the Defendants and clearly identifies the cause of action for the relief sought by the Plaintiff.

²⁰ CaseLines: 003-27 paras 23-25.

²¹ (32016/2019; 32014/2019) [2019 ZAGPPHC 978] (29 November 2019) at para 3.11.

[40] In any event, the Court has the discretion to not consider the Annexure when deciding the application and as such, this point *in limine* is also refused with costs.

THE FOURTH POINT IN LIMINE

[41] The Defendants take issue with the failure to comply with Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and submit that the Commissioner of Oaths, failed to indicate the gender of the deponent to the application for Summary Judgment and that, according to the Defendants, the affidavit was signed in Midrand whereas the Commissioner of Oath address is situated in Centurion.²²

[42] This point *in limine*, is a red herring as there is substantial compliance with the Justices of the Peace and Commissioners of Oath Act, I say so because, the Commissioner of Oath stamp, has the permanent residence of Justin Frauenstein which is situated at 33 Christopher Road Eldorange.

[43] It would be so that Justin Frauenstein was in Midrand and was carrying his stamp on the day the affidavit was commissioned by Lynn Oosthuizen.

²² CaseLines: 003-28 para 27.

[44] From the reading of the affidavit in support of application for Summary Judgment, Lynn Oosthuizen clearly and unambiguously and under, oath states that she is female.

[45] The Commissioner of Oath, clearly identified himself and his place of business. One can therefore determine the identity of the Commissioner of Oath as well as his full names and business address as required in terms of Regulation 4 of the Justices of the Peace and Commissioners Act.

[46] It is so that the regulations promulgated under the Justices of the Peace and Commissioner of Oaths Act grant the Court the discretion to condone non-compliance insofar as there has been substantial compliance with the regulations.²³

[47] In the result the fourth point *in limine* must thus fail with cost.

A DISCUSSION ON SUMMARY JUDGMENT

[48] It is so that the purpose of the Summary Judgment procedure, is to prevent unmeritorious defences from defeating the rights of parties by delay, and at the same time, causing great loss to Plaintiffs who are endeavouring to enforce their rights.

²³ S vs Msibi, 1974 (4) SA 821 (TPD) at para 828-829; Lohmann vs. Vaal Ont Wikkkelings Maatskappy (EDMS Bpk), 1979 (3) SA 391 (TPD) and Capriati versus Bonnox (Pty) Ltd & Another [2018] ZAGPPHC 345 (10 May 2018).

[49] This was confirmed in the matter of *Joob Investment (Pty) Ltd v Stocks Mavunda Zek Joint Venture 2009 (5) SA 1 (SCA)* at para 31 where the Court held thus:

“[31] So too in South Africa, the summary Judgment procedure was not intended to “(shut a Defendant) out from defending”, unless it was very clear indeed that he had no case in the action. It was intended to prevent sham defences from defeating the rights of parties by delay, and at the same time causing great loss to Plaintiffs who were endeavouring to enforce their rights.

[32] The rationale for summary judgment proceedings is impeccable. The procedure is not intended to deprive a defendant with a triable issue or a sustainable defence of her stroke his day in Court. After almost a century of successful application in our Courts, summary judgment proceedings can hardly continue to be described as extraordinary. Our Courts, both of first instance and at appellate level, have during that time rightly been trusted to ensure that a Defendant with a triable issue is not shut out. In the Maharaj case at 425G-426E, Corbett JA, was keen to ensure first, an examination of whether there has been sufficient disclosure by a Defendant of the nature and grounds of his defence and the facts upon which it is founded. The second consideration is that the defence so disclosed must be both bona fide and good in law. A Court which is satisfied that this threshold has been crossed is then bound to refuse summary judgment. Corbett JA also warned against requiring of a Defendant the precision opposite to

pleadings. However, the learned Judge was equally astute to ensure that recalcitrant debtors pay what is due to a creditor.”

[50] It is so that the amendment to Rule 32(b) impel the Defendant to engage with the content of the Plea in order to substantiate its averments that the defence is not *bona fide* and has been raised merely for the purposes of delay Defendant is now required.

[51] It is so that the claim, must be based on a liquid document or a liquidated amount of money, the delivery of specified movable property or for a Judgment, together with any claim for interest and cost.

[52] More pointed, when opposing a request for Summary Judgment, the Defendant must present an affidavit disclosing fully the nature and grounds of the defence.

[53] When a Court considers the defences raised by the Defendant who seek to oppose Summary Judgment, the following must be apparent. Firstly, the defence must be *bona fide*, which has been held to be one that is legally cognisable and factually supported.

[54] Secondly, if a Defendant defence appears weak or insubstantial, the Court retains a residual discretion to refuse the application. This proposition was neatly summarised in the matter of *Tesven CC vs SA Bank of Athens [1999] for all SA396 (A), 2000 (1) SA 268 (SCA)*.

[55] This discretion, allows the Court to consider whether granting Summary Judgment might result in any injustice, particularly where there is a reasonable possibility that a fuller exploration of the issues at trial could reveal a valid defence.

[56] It is so that Uniform Rule 32, provides that the Plaintiff/Applicant may after the Defendant has delivered a Plea, apply to Court for Summary Judgment on each of the following: a liquid document, for a liquidated amount of money, for delivery of specified movable property or ejectment together with any claim for interest and cost as stated above.

[57] On these facts, the Plaintiffs claim falls squarely under Rule 32 for a liquidated amount of money. A liquidated amount sounding in money is an amount which is either agreed upon or which is capable of speedily and prompt ascertainment.²⁴

THE PRESCRIPTION DEFENCE

[58] In their affidavit resisting Summary Judgment, the Defendants raise a defence of prescription in bald terms and without providing any particularity as to how that defence is supported by facts.²⁵

²⁴ Lester Investment (Pty) Ltd vs Narshi 1951 (2) SA 464 (C).

²⁵ CaseLines: 003-30 paras 34.2 to 34.7.

[59] In response to the bare defence of prescription raised by the Defendants, the Plaintiff states that Section 10(1) of the Prescription Act 69 of 1969 ("The Prescription Act") provides that a debt shall be extinguished by prescription after the lapse of a period which in terms of the relevant law, applies in respect of the prescription of such debt.

[60] The Plaintiff also states that Section 11 (d) of the Prescription Act provides that the periods of prescription of debts, shall be three years save where an Act of Parliament provides otherwise.

[61] It is so that a party who raises prescription, must allege and prove the date of inception of the period of prescription. On these facts, there are no sufficient allegations contained in the Plea referencing the date on which prescription started running.

[62] The Plaintiff submits that on that basis alone, the defence of prescription must be rejected by the Court. Furthermore, the Plaintiff submits that if the Court is inclined to lend an ear to the Defendants regarding the defence of prescription, the Plaintiff relies on the lack of particularity as stated above.

[63] It is so that in terms of Section 14 (1) of the Prescription Act, the running of prescription shall be interrupted by an express or tacit acknowledgment of liability by the debtor.

[64] It is also so that Section 14 (2) provides that if the running of prescription is interrupted as contemplated in subsection (1), prescription shall commence to run a fresh from the date on which the interruption took place or, if at the time of the interruption or at any time thereafter, the parties postpone the due date of the date, from the date upon which the date again becomes due.

[65] In the matter of *Investec Bank Limited vs Erf 436 Elandspoort (Pty) Ltd and Others*²⁶ the Supreme Court stated that the interruption of prescription against a principal debtor automatically interrupts prescription against a surety. The Court also stated that the payment towards a liability interrupts prescription, thereafter prescription immediately begins to run a fresh.²⁷

[66] When one interrogates the debtor's history ledger which is marked as **“Annexure CJ5”** of the Particulars of Claim²⁸It is abundantly clear that the Defendants made a payment towards the Plaintiff on 19 December 2023 to the amount of R50,000.00. ²⁹

[67] This Court concludes that payment, interrupted prescription thereafter prescription started to run again as of 20 December 2023.

[68] In sum, the Plaintiff's claim would only have been subject to prescription in December 2026 which date is yet to arrive. There is therefore no merit in the Defendants reliance that the claim of the Plaintiff's has become prescribed.

²⁶ [2020] JOL 48588 (SCA).

²⁷ Supra para 39.

²⁸ CaseLines: 001-34-131.

²⁹ CaseLines: 001-131.

[69] In sum, this Court is inclined to agree with the Plaintiff on the lack of particularity regarding the date when prescription commenced and there is no explanation provided, as to why the failure to provide a specified date on which prescription commenced and therefore this defence should thus fail with costs.

THE LACK OF AUTHORITY TO CONCLUDE THE AGREEMENT

[70] The Defendants also raise the lack of authority that the Second Defendant was not duly authorised to enter into the agreements on behalf of the Defendants.³⁰

[71] The Defendants further raise a defense that the Plaintiff has not disclosed a cause of action insofar as the Defendants are concerned.³¹

[72] These defences are based on the allegation that the Second Defendant stood surety for the entity Hartmed Apteek (Pty) Ltd and not Limabiz (Pty) Ltd T/A Hartmed Pharmacy which is cited as the First Defendant.

[73] This defense is unmeritorious as both the suretyship agreements were signed as part of and as addendums to the main credit agreement and the credit limit amendment agreement.

³⁰ CaseLines: 001-136.

³¹ CaseLines: 001-131.

[74] Therefore, there can be no doubt that the Second Defendant intended to bound herself a surety and co-principal debtor in relation to the main agreements.

[75] Furthermore, the First Defendant is cited as a private company with limited liability with registration number 2[...] with its domicillum et executant at 5[...] E[...] Street, Pretoria Gardens, Pretoria.

[76] The affidavit in support of Summary Judgment and the CIPC, confirm that the registration of the company 2[...] underwent a name change on 12 October 2015 from Limabiz to Hartmed Apteeek.

[77] Furthermore, the sole director of the company, is confirmed to be the Second Defendant and its registered place of business is 5[...] E[...] Street, Pretoria Gardens, Pretoria, which is the residence of the Second Defendant who signed as surety of the First Defendant.

[78] In sum, this defence must also fail as it is just a tactic to avoid liability on the part of the Defendants. Limabiz and Hartmed are one and the same companies.

[79] In terms of Section 19 (7) of the Companies Act 71 of 2008, after a company undergoes a name change, any legal proceedings that might have been commenced or continued by or against the company under its former name, may be commenced or continued by or against it under its new name.

[80] It is also so that in terms of Section 32 (1) of the Companies Act, a company must provide its full registered name or registered number to any person on demand and second, not misstate its name or registration number in a manner likely to mislead or deceive any person.

[81] In the matter of Draft FCB South Africa Holdings (Pty) Ltd vs Minister of Communications.³² the Court held as follows:

“When a company changes its name, it does not cease to exist cease- it simply undergoes an identity change. This explains why the registration number does not change. There can be no doubt that both Dragt FCB South Africa Holdings (Pty) Ltd and Interpublic South Africa Holdings (Pty) Ltd referred to one and the same company bearing registration number 1[...].”

[82] More pointed, when one has regard to the affidavit resisting Summary Judgment, the Second Defendant confirms that she is the duly authorised representative of the First Defendant and notwithstanding this admission, the Second Defendant continues to argue that she does not have the necessary authority to enter the credit facility agreement on behalf of the First Defendant, then it begs the question, which version are the Defendants the relying on?

[83] In sum, this defense must also thus fail with costs.

³² 2014 JDR 1302 GMP at para 12

THE NATIONAL CREDIT ACT

[84] The Defendants also placed reliance on the failure to comply with the National Credit Act 34 of 2005 (“NCA”).³³

[85] This defence, is clearly at odds with what the Plaintiff states in its Particulars of Claim that the agreement does not fall under the NCA due to the fact that the First Defendant is a juristic person with an annual turnover which exceeds 1 million rands and furthermore, the Defendants raise a bare denial in the Plea without any clear and concise material facts, upon which the Defendants rely.

[86] This defence must thus also fail with costs.

CONCLUSION

[87] In the result, the Defendants have failed to disclose a *bona fide* defence to the Plaintiff's claim and there is no genuine issue(s) raised by the Defendants.

[88] What is presented by the Defendants, are mere bare denials which are unmeritorious and are clearly used as a stratagem to cause further delays to the finalisation of the matter and as thus, this application for Summary Judgment succeeds with costs.

³³ CaseLines 001-137

ORDER

[89] I make the following order:

89.1 The Defendants are ordered to make payment to the sum of R1,317,148,55 jointly and severally the one paying the other absolving the other.

89.2 Interest on the aforesaid sum of R1,317,148,55 at the rate of 24% per annum from date of demand until date of payment both dates inclusive.

89.3 Cost of suit on a scale between attorney and client and Scale C.

MT Matlapeng

Acting Judge of the High Court, Gauteng
Division, Pretoria.

Appearances

Plaintiff's Counsel:

Adv. C.J Jacobs

Plaintiff's Attorneys:

GMI Attorneys

Defendants s Counsel:

No appearance

Defendants s Attorneys:

No appearance