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

CASE NO: 13990/2015

JUDGMENT HEARD ON: 28 JANUARY 2026

JUDGMENT: 22 APRIL 2026

(1) REPORTABLE: ~~YES~~ / NO

(2) OF INTEREST TO OTHER JUDGES: ~~YES~~ / NO

(3) REVISED

DATE : 22 APRIL 2026

SIGNATURE

In the matter of:

IZAK KIRSTEN

PLAINTIFF

AND

GERT SAAIMAN

DEFENDANT

JUDGMENT

Strijdom, J

INTRODUCTION

1. The plaintiff, in his personal capacity, as pleaded, claims from the defendant in his personal capacity:

- 1.1 Accommodation costs incurred by the plaintiff to host Danny & Chad Phillips ("Phillips") at an alternative location in the Eastern Cape in the amount of R22 530,00;

- 1.2 Commission in the amount of \$2500 that the plaintiff lost what he would have earned;
 - 1.3 A deposit in the amount of R10 000 paid by the plaintiff to the defendant; and
 - 1.4 Credit in the amount of \$3000 that the plaintiff is compelled to give to Phillips.
2. And in respect of Martinez as pleaded by the plaintiff in his personal capacity from defendant in his personal capacity:
 - 2.1 Accommodation costs incurred by the plaintiff to Martinez at an alternative location in Limpopo in the amount of R4 700,00;
 - 2.2 Commission that he lost that he would have earned from this hunting safari in the amount of \$800,00; and
 - 2.3 An amount of \$5 520,00 which amount is calculated as the difference between the value of what was promised to Martinez (in the amount of \$13 520,00 and what Martinez paid the plaintiff in the amount of \$8 000,00).
3. The defendant pleaded the following:
 - 3.1 The claims that the plaintiff relies upon arose on/or before 19 July 2011, summons was only served after 25 September 2015 and therefore became prescribed.
 - 3.2 He denies that a verbal contract was concluded with the plaintiff pertaining to the hunt itself.
 - 3.3 All contracts and/or undertakings pertaining to a hunt were not with the plaintiff but between Phillips Martinez and the defendant;
 - 3.4 The only agreement between the plaintiff and defendant was that commission would be paid to plaintiff in the event of (a) successful

placement of a hunting party with the plaintiff, (b) when the hunt was concluded and (c) the hunt being fully paid for;

- 3.5 The plaintiff only acted as an agent;
- 3.6 No dates were immediately agreed upon between the defendant and Phillips; and
- 3.7 It is denied that the plaintiff suffered damages and is put to the proof thereof.

- 4. At all material times both the plaintiff and the defendant specialized in professional hunting safaris.

THE PLAINTIFF'S CASE

- 5. The plaintiff testified that during January 2011 he concluded an oral agreement with the defendant in the United States of America alternatively in Pretoria with the following express alternatively implied, alternatively tacit terms:

- 5.1 The plaintiff would refer its clients to the defendant with the view that the defendant would take the plaintiff's clients on a professional hunting safari at C[...] 1[...], Z[...] Valley, being the defendant's hunting concession.
- 5.2 The defendant would invoice the plaintiff directly for the costs of the hunting safari;
- 5.3 The plaintiff would charge a commission that would be negotiated separately between the plaintiff and the defendant;
- 5.4 The defendant will be responsible for overseeing and conducting the professional safari which includes the following:

- 5.4.1 Transportation from the relevant airport to the defendant's hunting concession at C[...] 1[...], Z[...] Valley;

- 5.4.2 Ensuring that all relevant permits are in place;
 - 5.4.3 Ensuring that licensed professional hunters are available that will attend the safari;
 - 5.4.4 Ensuring that all the relevant rifle permits are in place;
 - 5.4.5 Conducting the safari as a whole which included accommodation, food and interpreters when required;
 - 5.4.6 Raw preparation of the trophies as well as the delivery thereof to Maputo.
 - 5.4.7 The hunting safaris conducted by the defendant would take place in C[...] 1[...], Mozambique being the hunting concession that belongs to the defendant.
 - 5.4.8 The plaintiff would pay such deposit to the defendant as may be necessary or agreed to from time to time.
 - 5.4.9 In the event that a hunting safari could not take place, the defendant would inform the plaintiff timeously to enable the plaintiff to inform his clients accordingly so that alternative arrangements could be made.
6. The plaintiff testified that during January 2011 and at a hunting convention in Navada, USA, he and the defendant agreed on a hunting package for his first clients (Danny and Chad Phillips) as set out in **Annexure A** to the particulars of claim as follows:
- 6.1 The defendant undertook to take the plaintiff's clients on a 7-day hunting safari in terms of which the plaintiff's clients (Danny and Chad Phillips) would be entitled to shoot 2 (two) buffalos in the Z[...] Valley in Mozambique in the hunting concession belonging to the defendant;
 - 6.2 The defendant would charge the plaintiff an amount of \$13 000,00 for the hunting package (which included 2 (two) buffalos);
 - 6.3 One professional hunter will be allocated to the 2 (two) hunters;

- 6.4 The plaintiff would be entitled to a commission of \$2500,00 to be paid by the defendant.
 - 6.5 It was further recorded that the defendant had received a deposit of \$10 000,00 from the plaintiff, as part payment of this (or other hunting safaris);
 - 6.6 The parties agreed that Danny and Chad Phillips would go on the hunting safari from 20-27 June 2011.
7. Subsequently, the plaintiff informed Danny and Chad Phillips that the hunt will continue as scheduled.
8. When Danny and Chad Phillips arrived on 20 June 2011 the plaintiff was informed by the defendant:
- 8.1 That the defendant's hunting concession had lapsed;
 - 8.2 That the defendant will attempt to obtain the requisite permission to proceed with the hunt as scheduled;
 - 8.3 The plaintiff was later informed that the hunt will not be able to proceed by virtue of the fact that the defendant would not obtain the requisite permission and could not obtain the hunting concession he previously purported to have.
9. By virtue of the fact that the hunt as scheduled in Mozambique could not continue, the plaintiff had to book an alternative hunting safari in the Limpopo area and Eastern Cape.
10. The plaintiff had to incur accommodation costs to host Danny and Chad Phillips at an alternative location in the Eastern Cape in the amount of R22 530,00.

11. The plaintiff lost the commission he would have earned from the hunting safari in Mozambique in the amount of \$2 500,00.

12. After the conclusion of the hunting safari in the Eastern Cape and the Limpopo, the plaintiff, Danny and Chad Phillips as well as the defendant had a meeting on 6 July 2011 at the premises of the defendant. During this meeting the parties agreed that the defendant gave undertakings to the plaintiff, Danny and Chad Phillips to the following extent:

12.1 Danny and Chad Phillips would be entitled to go on a hunting safari for 7 days and they would be entitled to hunt 2 (two) Cape buffalos.

12.2 In addition, Danny and Chad Phillips received a \$3000,00 credit towards trophy fees that could be used by Danny and Chad Phillips during their next safari.¹

13. Plaintiff testified that during March 2011, he and the defendant verbally agreed that the defendant would take Santos Martinez (hereinafter "Martinez") on a hunting Safari on a date to be determined.

14. The material terms of the agreement were the following:

14.1 The defendant would take Martinez on a hunting safari where he could shoot a Cape buffalo;

14.2 The defendant would charge the plaintiff an amount of \$7 200,00; (selling price of \$8 000,00 less 10% commission);

14.3 The plaintiff in turn would charge the client (Martinez) a total amount of \$8 000,00.

14.4 The plaintiff would make a commission of \$800,00.

¹Annexure "C" POC

15. On 10 July 2011 when Martinez arrived for his hunting safari he was informed by the defendant that his hunting safari as scheduled to take place in C[...] 1[...], Mozambique cannot take place by virtue of the fact that the defendant did not have a hunting concession anymore.
16. The plaintiff had to arrange an alternative hunting safari, which hunting safari took place in Kwa-Zulu Natal.
17. The plaintiff had to incur accommodation costs for Martinez at an alternative location in Limpopo in the amount of R4 700,00.
18. The plaintiff lost the commission he would have earned from the hunting safari in Mozambique in the amount of \$800,00.
19. An amount of \$5 520,00 which amount is calculated as the difference between the value of what was promised to Martinez (in the amount of \$13 520,00) and what Martinez paid the plaintiff in the amount of \$8 000,00.
20. Plaintiff testified that on 19 July 2011, pursuant to the alternative safari with Martinez, the defendant, Martinez and himself had a meeting at the defendant's premises. During this meeting the defendant undertook to the plaintiff and Martinez that the defendant would compensate Martinez on the following basis²:
 - 20.1 Economy class return flight from Madrid, Spain to Johannesburg International Airport. Defendant agreed to pay for the expense.
 - 20.2 A hunting safari that would not only entitle Martinez to shoot a Cape buffalo for \$8000,00 (as per the initial agreement) but also the following game free of charge: 1 (one) Reed buck, 1 (one) Oribi and 6 (six) Warthogs.

²Annexure "D" POC

21. Plaintiff testified that despite the agreements and undertakings by the defendant concerning the hunting safaris of Danny, Chad Phillips and Martinez, the defendant failed to honour the agreements and undertakings given to the plaintiff and the plaintiff's clients despite numerous requests and/or demands.

ABSOLUTION FROM THE INSTANCE

22. The defendant brought an application for absolution from the instance after the plaintiff closed his case. I held that absolution in this matter is inappropriate where there is *prima facie* evidence which, if accepted, could sustain the plaintiff's case. The application for absolution was therefore dismissed with costs.

THE DEFENDANT'S CASE

23. The defendant testified that in the year 2000, a hunting concession was awarded to him by the Mozambique government to hunt buffalos. The concession expired in November 2010 and was not renewed notwithstanding numerous attempts to renew it. The hunting concession allowed him to hunt at C[...] 1[...], Z[...] Valley. The hunting concession was awarded to another outfitter by the Mozambique government and the defendant's lease on the concession was terminated.

24. He went to Brazzaville in the Congo and reached an agreement with the Congolese Government during February and March 2011 to hunt in the rain forest. He built a camp in the Kongo and started hunting there. At this stage he was still trying to get the hunting concession back in Mozambique. He informed the plaintiff that there is a slight possibility that he can still hunt in Mozambique.

25. He testified that the only deposit that he received was from Danny Phillips. He tried his utmost best to accommodate Danny Phillips to conclude his hunt in Mozambique. When he realized that he won't be able to accommodate Danny Phillips to hunt 2 (two) African buffalos in Mozambique, he offered him 2 (two) dwarf buffalos to hunt in the Kongo with the same price as in Mozambique. Initially Danny Phillips did not want to accept the offer but later accept it and was prepared to come to the Kongo in 2012.
26. On several occasions the plaintiff asked him for dates to hunt in the Kongo during 2012. He forwarded several dates to the plaintiff. He later informed the plaintiff that one of his American clients booked dates and there are no more dates available. Neither Danny Phillips nor his friend has given him a date that they want to come and hunt. An email was sent to Danny Phillips to inform him that he is prepared to pay the deposit back to him.
27. He testified that there was a meeting after 10 July 2011 between Martinez, the plaintiff, and himself. At that meeting he informed the plaintiff that he cannot accommodate Martinez for a hunt in Mozambique. He apologized to Martinez and they discussed a hunt for Martinez in the Kongo. The hunt did not materialize because he never received a deposit for the hunt and the plaintiff never confirmed a date to come to the Kongo.

EVALUATION OF THE EVIDENCE

28. ***Stellenbosch Farmers Winery Group Ltd v Martel & Cie SA and others***³ sets out principles of evidence to determine whether the party bearing the

³ 2003 (1) SA 11 SCA

onus has discharged it on a balance of probabilities and where a court is confronted with two irreconcilable versions.⁴

“The technique generally employed by courts in resolving factual disputes where there are two irreconcilable versions before it may be summarised as follows. To come to a conclusion on the disputed issues the court must make findings on (a) credibility of the various factual witnesses (b) their reliability and (c) probabilities ...”

29. The plaintiff gave a detailed and thorough account of the incidents in a straightforward manner. Under cross-examination he was able to logically substantiate his evidence thereby reinforcing it. He made a favourable impression on the court as an intelligent witness whose account was truthful and reliable. He impressed the court as a good witness and there is nothing to cast doubt on his veracity concerning the incidents and subsequent events. His evidence was credible and free from contradictions and discrepancies concerning the details. He did not contradict himself in any material way. There are no inherent improbabilities in his evidence.

30. The following admission and concessions were *inter alia* made by the defendant during cross-examination which corroborate the evidence of the plaintiff.

30.1 The fact that the defendant no longer held a hunting concession in Mozambique at C[...] 1[...] was the reason why the initial hunts for both respective clients could not proceed;

30.2 He conceded to asking the plaintiff to stall the clients to possibly come up with another solution, but this did not transpire.

30.3 He conceded to both meetings with the respective clients at this residence, as well as conceded to the undertakings made during these

⁴ See also *National Employers General Insurance Company Ltd v Jagers* 1984 (4) 437 (E).

meetings, this was despite him in his initial plea denying the meeting held between the plaintiff, himself, and Santos Martinez.

30.4 He conceded that he received \$10 000,00 from the plaintiff.

31. It was argued by the defendant that the plaintiff failed to be specific in what he pleaded.

32. The evidence of the plaintiff was consistent and in line with the pleadings, as well as the discovered accounts.

33. It was not submitted by the defendant that the plaintiff wasn't a reliable and/or credible witness.

34. The defendant's evidence was inconsistent, shifted during questioning and cross-examination and lacked documentary support or confirmation. He could not corroborate his version with documentary evidence.

35. The defendant, throughout changed his version, made concessions, all of which are indicative of a witness who is not reliable. When asked certain questions in cross-examination the defendant would answer that he cannot remember.

36. There are *inter alia* the following improbabilities in the defendant's version:

36.1 The defendant wants the court to believe that the prospective hunters were his clients, yet he conceded to making no travel arrangements for them at all. The documentation corroborated the version of the plaintiff in as far as the reference to "your clients" coupled with the numerous emails concerning an attempt to arrange dates, as well as the defendant's email stating that they are actually fully booked, coupled

with the numerous tenders of the \$10 000,00 admittedly received from the plaintiff and not from the clients.

36.2 The defendant admitted to never even communicating with Santos Martinez prior to the meeting, which was held between the plaintiff, the defendant, Santos Martinez, as well as his translator (after the arrival in South Africa.) He conceded that he did not make any travel arrangements with Danny and Chad Phillips nor Santos Martinez to travel from the United States of America to South Africa.

36.3 It is improbable that the defendant would constantly be communicating with the plaintiff instead of the clients directly when the respective client is then alleged the client of the defendant. The plaintiff was involved in all the email attempts to obtain dates and made the travel arrangements.

37. The defendant's version concerning the \$10 000,00 was that it was forfeited due to the client's failure to arrange a date is in contrast with the email dated 3 December 2012 which was sent to Danny Phillips by the defendant to inform him that he is prepared to pay the \$10 000,00 back to him.

38. The defendant's version is not consistent with his initial plea. He conceded to both meetings with the respective hunting clients at his residence, as well as conceding to the undertakings made during these meetings, this was despite him in his initial plea denying the meeting held between the plaintiff, himself and Santos Martinez.

39. The defendant conceded facts that contradict his denials:

39.1 That he did not hold C[...] 1[...];

39.2 That the hunts could not proceed for that reason;

39.3 That he received \$ 10 000,00 from the plaintiff;

39.4 That he sought to arrange alternatives.

40. On a conspectus of all the evidence before me, and having weighed the probabilities and improbabilities of the version of both parties, I am of the view that the plaintiff's version is more probable. His version accords with common sense, is consistent with the pleadings and facts and is further supported by documentary evidence.

THE PRESCRIPTION

41. The defendant's version is set out in paragraph 1 of the special plea on page 01-25 and consists of the following version:

41.1 On 19 July 2011, the claims arose. The summons was only served after 25 September 2025, thus more than 3 years from the date on which the claim arose.

41.2 The date, namely 19 July 2011, can be found in paragraph 19, page 01-12, as the date upon which the second client, namely Santos Martinez, together with the plaintiff and the defendant, had a meeting at the defendant's residence.

42. The plaintiff filed a replication to the special plea of prescription on the following grounds:

42.1 No dates were agreed, determined, and/or fixed by the parties for performance by the defendant of his obligations in terms of the further undertakings and agreements reached, between the parties, the defendant was not obliged to perform immediately, but on later dates to be agreed upon by and between the parties.

- 42.2 The plaintiff demanded performance from the defendant during May 2013.
- 42.3 All the facts giving rise to the plaintiff's claim were not known until the 21 August 2013 which is the date of the invoice of Wow Africa (page 05-16 of the index to trial bundle.)
- 42.4 That upon or about 3 December 2012, prescription was interrupted in terms of section 14 of the Prescription Act 68 of 1969, by the defendant and/or his representative acknowledged the defendant's liability.

43. Subject to certain exceptions in terms of section 10(1) of the Prescription Act,⁵ a debt which became due on or after 1 December 1970, and any subsidiary debt arising therefrom, is extinguished after the lapse of the relevant period. Where no Act of Parliament provides otherwise, and omitting consideration of provisions following the State, the periods are thirty years in respect of debts secured by mortgage bonds and judgment debts, six years in respect of negotiable instruments and notarial contracts, and three years in other cases.

44. The periods begin to run as soon as the debt is due. In ***Deloitte Haskins & Sells Consultants (Pty) Ltd v Bourthorpe Hellerman Deutsch (Pty) Ltd.***⁶ Van Heerden JA said:

“This means that there has to be a debt immediately claimable by the creditor or stated in another way, that there has to be a debt in respect of which the debtor is under an obligation to perform immediately. It follows that prescription cannot run against a creditor before his cause of action is fully accrued, ie. before he is able to pursue his claim.”

45. It was submitted by the defendant that all the facts giving rise to all the plaintiff's claims were known to him since 19 July 2011. He should have

⁵ Act 68 of 1969

⁶ 1991 (1) SA 525 (A) at 532 G-I

served his summons on the defendant before 19 July 2014, which he only did on 20 October 2015, four years and two months after he became aware of all the facts. All of his claims are therefore prescribed.

46. It was further argued that the demand by the plaintiff on 9 May 2013 does not interrupt prescriptions as it is a one-sided demand from the plaintiff it does not set out the amounts due and payable.

47. The defendant also argued that the email dated 3 December 2012, sent by the defendant that contains the words “*we still have \$10 000,00 dollars in credit for you*” is not an acknowledgement of debt because it was not directed to the plaintiff but to Mr Phillips.

48. The defendant admitted that both hunts namely the Danny and Chad Phillips, as well as the Martinez hunt could not have proceeded since he no longer had the hunting concession referred to as C[...] 1[...] in Mozambique. The defendant also admitted to both meetings, namely the Chad and Danny Phillips meeting, together with the plaintiff and the defendant as well as the Santos Martinez meeting.

49. The defendant admitted and conceded the following:

49.1 That the hunts couldn't proceed and that he was responsible therefore;

49.2 He testified that he wanted to provide an alternative, thus confirming that the dates for performance were to be agreed upon later between the parties as per paragraph 1.2 of the replication on page 01-37.

49.3 During cross-examination the defendant was referred to numerous emails concerning the attempts to obtain dates for when the hunts would take place. The defendant was referred to **Annexure “C”** which was also attached to the pleadings as well as **Annexure “D”**. The defendant was specifically taken to page 506 under the entry **hunting**

dates which stated June 2011 (exact date to be confirmed.) The defendant was furthermore taken through the remainder of the document, which showed an alleged \$3000,00 in credit on trophy fees, coupled with the wording inserted into this document referred to as a Safari contract that the safari was paid in full.

50. Defendant conceded that undertakings were provided for an alternative hunt/attempt to still hunt in Mozambique with the specific clients, namely Danny and Chad Phillips.

51. Concerning **Annexure “D”**, also Safari contract, the defendant conceded that as a result of the failure to assist the plaintiff’s client, namely Santos Martinez during July 2011, that certain undertakings were provided namely, the defendant tendered the economy class return flights for 1 (one) person from Madrid to Johannesburg. The content of **Annexure “D”** was initially denied by the defendant in his plea but was confirmed during cross-examination.

52. Taking into consideration the undertakings, as per **Annexures “C” and “D”** the admissions that the meetings took place, the fact that the initial hunting could not proceed as a result of the defendant’s actions, as well as the numerous emails concerning dates and the provision thereof, I am of the view that the plea of prescription ought to fail on this basis alone.

53. As a result of the defendant’s concessions, namely the breach of the later undertakings and that no fixed dates for performance of these undertakings was agreed as well as the demand in May 2013, I am of the view that May 2013, would be the date the debt became due in terms of section 12(1) of the Prescription Act.

54. The plaintiff's replication in paragraph 14 on page 01-37 stated that all the relevant facts giving rise to the plaintiff's claim were not known until 21 August 2013.

55. 21 August 2013 is an invoice on page 05-16 to which the plaintiff testified that Santos Martinez's son used the credit provided by the plaintiff based on the undertakings and promises made by the defendant, which the defendant did not honour, but confirmed that he tendered. In my view, the plaintiff adduced evidence to prove that on 21 August 2013, the facts to the plaintiff's claim arose calculating the 3 (three) year prescription period from 21 August 2013, summons was issued within the 3 (three) year period, namely on 28 September 2015.

56. The third ground for interruption of prescription as presented by the plaintiff concerns section 14(1) of the Prescription Act, namely that the running of prescription shall be interrupted by an express or tacit acknowledgment of liability to the debtor.

57. In an email sent on 3 December 2012 by the defendant to the plaintiff and Danny Phillips, the defendant conceded that he said "*we still have \$10 000,00 in credit for you*" was the purpose of the defendant still trying to accommodate Danny and Chad Phillips. This is also, in my view, an admission of guilt that prescription was interrupted by an express or tacit acknowledgment of liability to the debtor. This renewed 3 (three) year period would only expire on 3 December 2015 and summons was issued on 28 September 2015.

INTERPRETATION OF CONTRACTS

58. In ***Cape Provincial Administration v Clifford Harris (Pty) Ltd*** 1997 (1) SA 439 (SCA) it was stated that:

“Golden rule of interpretation is to ascertain and give effect to the intention of the parties, such intention is ascertained by looking at the ordinary grammatical meaning of the words as well as the context thereof.”

59. In ***Natal Joint Municipal Pension Fund v Endumeni Municipality*** 2012 (2) ALL SA 262 (SCA):

“A sensible meaning is to be preferred to the one that leads to insensible or unbusiness-like results or undermines the apparent purpose of the document.”

60. It is trite that agreements voluntarily entered ought to be honoured.

QUANTUM

61. The defendant pleaded and denied that the damages flow naturally from the alleged breach and that the parties did not foresee damages of this sort.

62. The defendant argued that no patrimonial loss was suffered by the plaintiff and that any possible loss lies with the defendant's company.

63. It was further argued that the profit made by the plaintiff from the alternative hunts that he conducted with Phillips and Martinez during the same period as the hunts that did not materialize in June and July 2011 rendered more profit to him what he claims in all the claims combined.

64. The plaintiff testified and tendered documentary proof as to the quantum concerning the first four prayers (prayers 1-4) relevant to the individuals referred to as Danny and Chad Phillips, with prayers 5-8 concerning Santos Martinez.

CONCLUSION

65. I conclude that the plaintiff proved on a balance of probabilities that:

- 65.1 There was an initial oral agreement for the hunt of prospective hunters relevant to Danny and Chad Phillips as well as Santos Martinez.
- 65.2 That on arrival of both respective hunters the hunt could not proceed because of the defendant's failure to communicate that he no longer had the concession as per the initial agreement.
- 65.3 Defendant was the reason that the parties entered into further undertakings which were not honoured by the defendant.
- 65.4 That because of the defendant's breach, the plaintiff suffered damages as pleaded.

COSTS

66. The general rule is that the successful party is entitled to his costs and this rule should not be departed from except where there be good reasons for doing so.

67. I am of the view that costs should be awarded on party and party Scale B taking in consideration the following factors:

- 67.1 The trial was a multi-date trial;
- 67.2 The cause of action, the volume and intricacies of the documentation concerning the defendant's plea of prescription.
- 67.3 The importance of the matter to the plaintiff insofar as it holds a financial impact, coupled with the broader significance of the fact that the defendant's actions necessitated the launching of the action proceedings; and

67.4 The conduct of the defendant in prolonging the proceedings unnecessarily by raising a prescription point and by applying for absolution from the instance renders the delay unreasonable.

68. In the result the following order is made:

1. The special plea of prescription is dismissed;
2. Judgment against the defendant is granted in the following terms:
 - (1) Payment in the amount of R22, 530,00;
 - (2) Payment in the amount of \$2 500,00;
 - (3) Payment in the amount of \$10 000,00;
 - (4) Payment in the amount of \$3 000,00;
 - (5) Payment in the amount of R4 700,00;
 - (6) Payment in the amount of \$800,00;
 - (7) Payment in the amount of \$5 520,00;
 - (8) Payment of interest on the aforesaid amount calculated at the rate of 15,5% per annum *a temporae morae*.
3. Costs on party and party scale including costs of the application for absolution, which costs are to be taxed in accordance with Scale B.

Strijdom JJ

Judge of the High Court, South Africa
Gauteng Division, Pretoria

Appearances:

For the applicant: Adv J Prinsloo

Instructed by: PJ Strydom Attorneys

For the first defendant: Adv JC Kotze

Instructed by: Kotze and Roux Inc