



**THE SUPREME COURT OF APPEAL
REPUBLIC OF SOUTH AFRICA**

MEDIA SUMMARY – JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal
Date: 30 September 2016
Status: Immediate

Please note that the media summary is intended for the benefit of the media and does not form part of the judgment of the Supreme Court of Appeal.

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JOHN BLACK EDWARDS V FIRSTRAND BANK LIMITED T/A WESBANK

The SCA today dismissed with costs an appeal by Mr John Edwards against FirstRand Bank Limited t/a Wesbank.

Mr Edwards had purchased an Aston Martin Vantage Coupe sport car from Wesbank for approximately R2 million. He fell into arrears with his monthly payments. Wesbank issued summons against him claiming cancellation of the agreement and payment of the sum of R668 461.69 plus interest.

Following a trial, the court a quo ordered the cancellation of the agreement and payment of the said amount. Aggrieved by this decision Mr Edwards appealed to this court. His defences, *inter alia*, were that the credit agreement was an over indebtedness and therefore must be declared a reckless lending agreement and also denied that Wesbank had complied with the provisions of section 127 of the National Credit Act 34 of 2005 (the Act).

The issue for adjudication before this court was whether or not Wesbank had complied with the provision of section 127(2) and (5) of the Act. The other defences had been rejected by the court a quo and were not pursued in this court. It is undisputed that he was in default.

This court decided that section 127(2), though generally applicable, was not available in this particular case because the credit agreement had already been cancelled. This court concluded that Wesbank had complied with section 127(5) by giving Mr Edwards notice in terms of this section by ordinary post and not registered post as was averred by Mr Edwards.

Mr Edwards had given Wesbank a street address, which he knew there was no street post-delivery. The notices sent obviously, did not reach him because of his negligence in supplying an address which he knew there was no street delivery of post.

For the above reasons, his appeal was accordingly dismissed with costs.