

COPY

IN THE MAGISTRATE'S COURT FOR THE MAGISTERIAL DISTRICT OF
EKURHULENI CENTRAL HELD AT PALM RIDGE

CASE NO: 2859/2022



In the matter between:

UNO SEWING (PTY) LTD

Plaintiff

and

LAMKOBISA TRADING (PTY) LTD

First Defendant

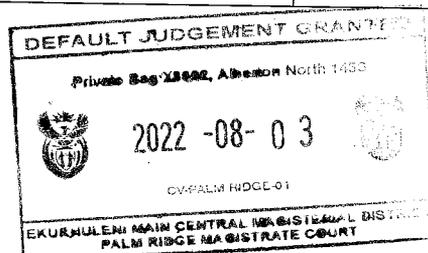
KAGISO ITHOLENG (ID: 0107071128089)

Second Defendant

**REQUEST FOR JUDGEMENT WHERE THE DEFENDANTS HAVE ADMITTED
LIABILITY AND UNDERTAKEN TO PAY THE DEBT IN INSTALLMENTS OR
OTHERWISE (S 57)**

Plaintiff requests that judgement in the above-mentioned matter, in terms of section 57(2) of the Magistrate's Court Act 32 of 1944, be noted in his favour against the Defendant(s), jointly and severally as follows:

<u>Description</u>	<u>Judgement Debt (R)</u>	<u>Cost (R)</u>
Outstanding balance of the Debt [Section 57(2)(c)(i)]	R120,000.00	
Plus, interest at the rate of 10.00% per annum from 10 October 2019 to date of final payment		
Letter of consent (VAT included)		
Costs on attorney-own client scale		R5000.00

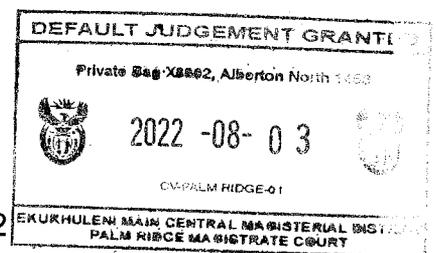


Certificate (VAT included)		
Cost of Registered Post Letter (VAT included)		
Request for Judgement (VAT included)		
SUB TOTALS		
LESS PAYMENTS TO DATE	R0.00	
OUTSTANDING TOTAL	R125,000.00	

The following documents are attached:

1. The Defendants' written Acknowledgement of Debt (liability) towards the Plaintiff for the amount of the debt and costs claimed (or for any other amount) according to his / her / their offer.
2. An affidavit (or affirmation) by the Plaintiff's Attorney in terms of section 57(2)(c) of the Act.
3. Confirmation of breach.

Dated at Alberton on this the 04 day of May 2022



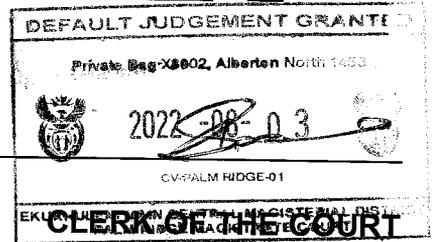
[Handwritten signature]

HIGGS ATTORNEYS INC.
ATTORNEY FOR THE PLAINTIFF
258 Smit Street
Fairland
Johannesburg
T: 010 590 6251
F: 086 775 0207
E: charlie@higgsattorneys.co.za
REF: C Higgs

c/o GILMER ATTORNEYS INC.
11 Helston Street
New Redruth
Alberton
Johannesburg
Tel: 011 450 3734
Email: dominique@gilmerinc.co.za

Judgement is granted on the 3 day of August 2022 in favour of the Plaintiff for the amount of R 120000.00 and the amount of R 5000.00 costs plus interest of 7.00% per annum from _____ to date of final payment. The Defendants' are ordered to pay the said Judgement and costs on or before 30/8/22 20__.

Dated at _____ on the _____ day of _____ 20__



IN THE MAGISTRATE'S COURT FOR THE MAGISTERIAL DISTRICT OF
EKURHULENI CENTRAL HELD AT PALM RIDGE

CASE NO: 2859/2022

In the matter between:

UNO SEWING (PTY) LTD

and

LAMKOBISA TRADING (PTY) LTD

KAGISO ITHOLENG (ID: 0107071128089)



Plaintiff

First Defendant

Second Defendant

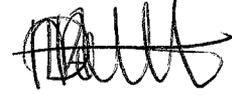
SECTION 57(2)(c) CERTIFICATE

It is hereby certified in terms of section 57(2)(c) of the Magistrate's Court Act 32 of 1944, that the Defendants have made no payments in terms of the Acknowledgement of Debt and undertaking to pay in installments (s 57) and is in arrears in the amount of **R125,000.00** as set out hereunder.

Description	Rand (R)
Amount due in terms of the Acknowledgement of Debt	R120,000.00
Costs	R5000.00
LESS PAYMENTS MADE TO DATE	R0.00
OUTSTANDING TOTAL	R125,000.00

I submit that the Plaintiff is therefor entitled to apply for Judgement in the amount of **R120,000.00** as well as costs of **R5,000.00** as agreed.

DATED AT Alberton ON THIS THE 04 DAY OF May 2022



**HIGGS ATTORNEYS INC.
ATTORNEY FOR THE PLAINTIFF**

258 Smit Street

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E: charlie@higgsattorneys.co.za

REF: C Higgs

c/o GILMER ATTORNEYS INC.

11 Helston Street

New Redruth

Alberton

Johannesburg

Tel: 011 450 3734

Email: dominique@gilmerinc.co.za

1.5 IF THE DEBTOR: -

- 1.5.1 fails to pay any amount payable in terms hereof on due date thereof; or
- 1.5.2 breaches any of the terms or conditions hereof; or
- 1.5.3 is provisionally or finally sequestered and/ or liquidated; or
- 1.5.4 any of the debtor goods are attached; or
- 1.5.5 a judgment is granted against the debtor which remains unsatisfied for a period of 7 (seven) days after it has been granted; or
- 1.5.6 surrenders the debtor estate or an administration order is granted against him; or
- 1.5.7 effects a compromise with the debtor's creditors;

then, in any such event the whole of the debtor's indebtedness in terms hereof to the creditor shall immediately become due and payable, whether or not such amounts are then due and without prejudice to any other right which the creditor may have as a result of such breach.

- 1.6 That acceptance of the offer shall not constitute a novation of the original debt.
- 1.7 That the attention is further drawn to Section 109 (1) of the Magistrate's Court Act No 32 of 1944 which provides that the debtor must notify Higgs attorneys of any change of the work or home address within fourteen (14) days of such change.
- 2. A certificate signed by the creditor or its authorized representative (whose authority, qualification and appointment need not be proved) -
 - 2.1 setting out the amount of the debtor's indebtedness to the creditor, shall, together herewith, be -
 - 2.1.1. prima facie proof of the amount it owes to the creditor;
 - 2.1.2 valid as a liquid document in any court of competent jurisdiction for the purposes of obtaining provisional sentence or summary judgment against the debtor;
 - 2.1.3 and the debtor acknowledges his indebtedness in respect of any amount so certified; and
 - 2.2 stating that any act or failure to act has occurred, shall be prima facie proof that such act or failure has occurred.
- 3. The debtor consents to the jurisdiction of the **MAGISTRATE'S COURT**, in

Handwritten initials: "HC" and a signature.

regard to any claim against him arising out of this Acknowledgement of Debt, notwithstanding that the amount of the creditor's claim may exceed the jurisdiction of the latter court.

4. The parties acknowledge that this agreement constitutes the whole agreement between them and no -
 - 4.1 variation amendment of, addition to, deletion from or cancellation by mutual consent of this agreement or any of its terms or conditions; and/or
 - 4.2 waiver of any of the terms and/or conditions of this agreement and of any of the rights of the creditor hereunder; and/or
 - 4.3 latitude or indulgence allowed or granted by the creditor to the debtor, shall be of any force or effect unless reduced to writing, and signed by or on behalf of both the creditor and the debtor, and any such variation, amendment, addition, deletion, mutual cancellation, waiver, latitude and/or indulgence shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.
5. This agreement supersedes any other arrangements that may have been entered into or concluded between the parties in connection with the capital contemplated in this agreement.
6. The signatory of this acknowledgment binds himself as surety in full and final settlement of the capital amount should the debtor not fulfil its duties under this acknowledgment.

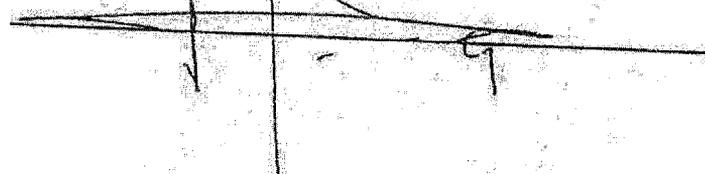
SIGNED at Harare on the 26 day of FEBRUARY 2021.


KAGISO THERET
(Full names)

(duly authorised)

Work Tel. Number of Debtor - 0790475487

AS WITNESSES: (Sign & Full Names)

1. 






HIGGS
ATTORNEYS

Higgs Attorneys Inc

2015/016218/21

VAT: 495 028 0067
Phone: 010 590 6251
Email: charlie@higgsattorneys.co.za
Address: 258 Smit Street
Fairland
Randburg
2156

Tax Invoice #:

Invoice Date:

Due Date:

Acc. No:

Recipient:

Address:

Attention:

Email:

INV2021_649

10 Sep 2021

24 Sep 2021

Uno 0001

Uno Sewing (Pty) Ltd

PO Box 17013

Dooirfontein

2028

Shirley

accounts@unosewing.co.za

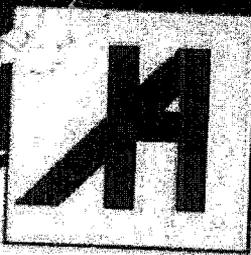
Invoice Items

Item	Unit Price	Quantity	Total
Costs - Consultation	R 1,391.30 per hour	1	R 1,391.30
PG - Fees - General Application in terms of section 57	R 2,956.52 Per Item	1	R 2,956.52
Sub Total:			R 4,347.82
VAT (15%):			R 652.18
Total:			R 5,000.00

The following terms and conditions apply to this Invoice
Thank you for your business.

Bank Details:

Higgs Attorneys Inc
First National Bank
625 177 116 03
254905



HIGGS ATTORNEYS

Charlie Higgs
Director

To: LAMKOBISA TRADING (PTY) LTD & KAGISO ITHOLENG

From: Higgs Attorneys Inc.

Date: 01 June 2021

Email address: mantsha@mweb.co.za

Subject: UNO SEWING (PTY) LTD // LAMKOBISA TRADING (PTY) LTD & KAGISO ITHOLENG

Dear Sir/Madam,

We advise that we act as attorneys of record Uno Sewing (Pty) Ltd, hereinafter referred to as our client.

On or about 26 February 2021 you have entered into an acknowledgment of debt in terms of which Kagiso Itholeng was also bound as surety.

It is our instruction that you have failed to make payment of R120,000.00 on or before 31 May 2021.

We have therefore been instructed to demand from your client, as we hereby do, the amount of **R120,000.00** which is now due and payable by your client to our client.

Your client is therefore kindly advised to tender payment of the above amount within **7 (seven) days** from date of this letter.

Your failure to tender payment within the said period will leave us no option but to approach the appropriate court of law for relief, and your client will be held liable for all the legal costs incurred.

We hold instructions further to immediately blacklist Kagosi Itholeng with all of the credit bureaus.

Yours faithfully,

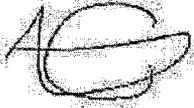
+27 (0)10 650 6251
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charlie@higgsattorneys.co.za

258 Smit Street
Fairland, Randburg

PO BOX 215, Randpark Ridge
Randburg, 2156

www.higgsattorneys.co.za

7/23/11


HIGGS ATTORNEYS INC.

Per: C Higgs

DELIVERED BY EMAIL

Higgs Attorneys
Att: Mr Charlie Higgs
Email: charlie@higgsattorneys.co.za

Johannesburg Office
The Central
96 Rivonia Road
Sandton 2196 South Africa
Private Bag 10015
Sandton 2146
Docex 111 Sandton
Tel +27 11 535 8000
Fax +27 11 535 8600
www.werksmans.com

YOUR REFERENCE: Mr C Higgs
OUR REFERENCE: Mr C Manaka/km/1#7766584v1
DIRECT PHONE: +27 11 535 8145
DIRECT FAX: +27 11 535 8645
EMAIL ADDRESS: cmanaka@werksmans.com

4 June 2021

WITHOUT PREJUDICE

Dear Sirs

UNO SEWING (PTY) LTD / LANKOBISA TRADING (PTY) LTD & KAGISO ITHOLENG

- 1 The abovementioned matter and your letter dated 1 June 2021 addressed to Lankobisa Trading & Kagiso Itholeng refer.
- 2 We have been requested by both Lankobisa Trading and Kagiso Itholeng to assist in negotiating an extension period for repayment of the loan. The assistance we are providing is, for the record, being done on a *pro bono* basis.
- 3 We are informed that when the date for repayment of the entire loan amount was suggested, same was *bona fide* made on the basis that payment on another transaction involving Lankobisa Trading would have been received by the said repayment date. Delays have however been experienced in receipt of the said payment, and we are informed that your client was made aware of the delays and the cause thereof. The failure to effect payment on 31 May 2021 was not *mala fide* at all to the extent that your client was informed of the difficulties experienced that led to the repayment not being effected.
- 4 We have been instructed to make the following proposal for your client's consideration:
 - 4.1 That Lankobisa Trading and Ms Itholeng be afforded a further period of three months to repay the amount due to your client, with repayment having to be effected by no later than 31 August 2021;



- 4.2 That to the extent that your client is amenable to the request, an addendum to the current Acknowledgement of Debt be concluded by the parties.
- 5 Both Lankobisa Trading and Ms Itholeng remain committed to settling the amount owed to your client.
- 6 We look forward to hearing from you.

Yours faithfully

Werksmans Attorneys

THIS LETTER HAS BEEN ELECTRONICALLY TRANSMITTED WITH NO SIGNATURE.

richan@higgsattorneys.co.za

From: charlie@higgsattorneys.co.za
Sent: Thursday, 02 September 2021 08:12
To: 'Corlett Manaka'
Subject: RE: Uno Sewing (Pty) Ltd / Lankobisa Trading (Pty) Ltd & Kagiso Itholeng [IWOV-Litigation.FID426436]

"without prejudice"

Dear Corlett,

Your client's proposal is rejected.

It is our instruction that client will extend the final payment date to end of November 2021, subject to the condition that 50% of the outstanding capital amount plus interest be paid to our trust account by no later than Friday 03 September 2021.

Should the above proposal not be accepted, we hold firm instructions to proceed with litigation.

Kind regards,

Charlie Higgs

CHARLIE HIGGS
Bcom, LLB, LLM (NWU)



HIGGS
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258 Smit Street
Fairland, Johannesburg
P.O. Box 215
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higgsattorneys.co.za

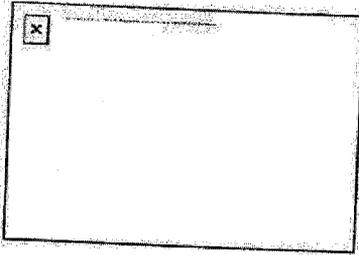
From: Corlett Manaka <CManaka@werksmans.com>
Sent: Wednesday, 01 September 2021 18:36
To: charlie@higgsattorneys.co.za
Subject: RE: Uno Sewing (Pty) Ltd / Lankobisa Trading (Pty) Ltd & Kagiso Itholeng [IWOV-Litigation.FID426436]

Dear Charlie,

My apologies for the delayed response. I only managed to engage my client now who informs me that she engaged your client directly requesting an extension for payment until end of November 2021 and your client

is apparently amenable hereto. Please confirm with your client if this is in order. I have been informed that the payment that is expected by my client has not been effected yet.

Kind regards



Corlett Manaka

Director

T +27 11 535 8145 F +27 11 535 8645 E cmanaka@werksmans.com

The Central, 96 Rivonia Road, Sandton, Johannesburg, 2196
Private Bag 10015, Sandton, 2146, South Africa

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From: charlie@higgsattorneys.co.za <charlie@higgsattorneys.co.za>

Sent: 31 August 2021 21:47 PM

To: Corlett Manaka <CManaka@werksmans.com>

Subject: RE: Uno Sewing (Pty) Ltd / Lankobisa Trading (Pty) Ltd & Kagiso Itholeng [IWOV-Litigation.FID426436]

Dear Corlett,

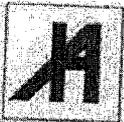
It is our instruction that client has not received payment and we are accordingly proceeding with litigation without delay.

Kind regards,

Charlie

CHARLIE HIGGS

Bcom, LLB, LLM (NWU)



HIGGS
ATTORNEYS

258 Smit Street
Fairland, Johannesburg
P.O. Box 215
Randparkridge, Johannesburg
2156
Tel: +27 (0)10 590 6251
Fax: +27 (0)86 775 0207
higgsattorneys.co.za

From: charlie@higgsattorneys.co.za <charlie@higgsattorneys.co.za>

Sent: Monday, 21 June 2021 19:13

To: 'Corlett Manaka' <CManaka@werksmans.com>

Subject: RE: Uno Sewing (Pty) Ltd / Lankobisa Trading (Pty) Ltd & Kagiso Itholeng [IWOV-Litigation.FID426436]

Dear Corlett,

Your client's proposal is accepted.

Kindly have your client return a signed addendum to the attached.

Kind regards,

Charlie

CHARLIE HIGGS

Bcom, LLB, LLM (NWU)



HIGGS
ATTORNEYS

25B Smit Street
Fairland, Johannesburg
P.O. Box 215
Randparkridge, Johannesburg
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Fax: +27 (0)86 775 0207
higgsattorneys.co.za

From: Corlett Manaka <CManaka@werksmans.com>

Sent: Thursday, 17 June 2021 12:26

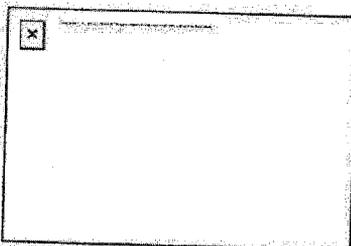
To: charlie@higgsattorneys.co.za

Subject: RE: Uno Sewing (Pty) Ltd / Lankobisa Trading (Pty) Ltd & Kagiso Itholeng [IWOV-Litigation.FID426436]

Dear Charlie,

Our client is agreeable to paying the full amount at end of August 2021 with interest at 8% calculated from end of June 2021. Our client is not offering payment for legal costs.

Kind regards



Corlett Manaka

Director

T +27 11 535 8145 F +27 11 535 8645 E cmanaka@werksmans.com

The Central, 96 Rivonia Road, Sandton, Johannesburg, 2196

Private Bag 10015, Sandton, 2146, South Africa

T +27 11 535 8000 F +27 11 535 8600 W www.werksmans.com

From: charlie@higgsattorneys.co.za <charlie@higgsattorneys.co.za>

Sent: 14 June 2021 13:34 PM

To: Corlett Manaka <CManaka@werksmans.com>

Subject: RE: Uno Sewing (Pty) Ltd / Lankobisa Trading (Pty) Ltd & Kagiso Itholeng [IWOV-Litigation.FID426436]

Dear Corlett,