

Privest Employee Solutions (Pty) Ltd v Vital Distribution Solutions (Pty) Ltd

Supreme Court of Appeal -126/04 Hearing date: 12 May 2005

Judgment date: 30 May 2005

Contract interpretation of effect of terms in addendum on terms in main contract object of rule 33(4) and duty of trial court in regard thereto restated.

Media Summary of Judgment

Privest Employee Solutions (Pty) Ltd v Vital Distribution Solutions (Pty) Ltd

This media summary is intended for the benefit of the media and does not form part of the judgment of the Supreme Court of Appeal

The Supreme Court of Appeal today dismissed an appeal of Privest Employee Solutions against a judgment of the Full Court of the Johannesburg High Court. The dispute between the parties centred on whether time sheets containing the names and hours allegedly performed by Privest employees for Vital Distribution Solutions were authorised in terms of a written agreement. The SCA found that it was clear from the language of a written agreement and an addendum thereto that the parties had intended that all time sheets were to be authorised in writing, a point made clear by a clause in the addendum.