



THE SUPREME COURT OF APPEAL OF SOUTH AFRICA

MEDIA SUMMARY OF JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal

Date: 10 October 2025

Status: Immediate

The following summary is for the benefit of the media in the reporting of this case and does not form part of the judgments of the Supreme Court of Appeal

HOD: FirstRand Bank Limited v Lourina Wilson NO and another (373/2024) [2025] ZASCA 149 (10 October 2025)

The Supreme Court of Appeal (SCA) has ruled in favour of FirstRand Bank Limited (FNB), upholding its claim for over R2 million against a deceased estate and allowing the bank to immediately execute against the mortgaged property. The SCA overturned a High Court ruling that had found the debt was fully settled through a compromise agreement.

Background and High Court Finding

FNB instituted proceedings against the estate of the late Mr Gavin Mark Baseley after his executrix, Ms Lourina Wilson N.O., had admitted FNB's claim on a mortgage bond. A complication arose when an amount of approximately R1.3 million (which Ms Wilson claimed was her personal funds) was erroneously deposited into the deceased's loan account.

On 30 November 2021, after demanding a refund, Ms Wilson offered this R1.3 million to FNB "in full and final payment of any outstanding amount" on the loan. FNB immediately rejected this offer in writing but subsequently retained and appropriated the funds, reducing the outstanding balance.

The Western Cape High Court found that despite FNB's explicit rejection, its conduct in keeping and using the funds amounted to an objective acceptance of the compromise offer, thereby extinguishing the estate's debt.

SCA Decision: No Compromise Reached

The SCA disagreed with the High Court. Writing for a unanimous court, Matojane JA held that no valid contract of compromise (*transactio*) was concluded because FNB had unequivocally rejected the offer in writing.

Crucially, the SCA found that Ms Wilson's subsequent actions negated her own defence. In an email dated 19 January 2022—nearly two months *after* the alleged final settlement—Ms Wilson wrote to the bank requesting a "reasonable settlement" and referred to the "full outstanding amount." The court

ruled that one does not request a new settlement for a debt that has already been settled in full, concluding that Ms Wilson failed to discharge the onus of proving the compromise.

Execution Against Property

The SCA also considered whether FNB could be granted leave to execute against the mortgaged property despite the estate administration not being finalised, which typically requires a special application under Section 30 of the Administration of Estates Act.

The court found that the inordinate and unexplained delay in winding up the deceased estate—over seven years since the deceased passed away—constituted "exceptional circumstances" that warranted the grant of the execution order. The court stated that FNB, as a secured creditor with an admitted claim, should not be indefinitely prejudiced by administrative delay.

The SCA upheld the appeal, set aside the High Court's order, and granted judgment in favour of FNB. The deceased estate is now liable for the outstanding debt of R2,003,415.97 plus interest, and the mortgaged immovable property is declared specially executable. The First Respondent (Ms Wilson N.O.) was also ordered to pay the costs of the application and the appeal.

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