



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: 5 October 2026

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

Close Trade 200074 CC t/a Ilcor Engineering Services v Crossmoor Transport (Pty) Ltd
(1553/2024) [2026] ZASCA 134 (5 October 2026)

Today, the Supreme Court of Appeal (SCA) upheld an appeal against the order of the Full Court of the Gauteng Division of the High Court, Johannesburg (the high court), concerning the interpretation of payment and security provisions in agreements for the manufacture of specialised trailers.

The appellant, Close Trade 200074 CC t/a Ilcor Engineering Services (Ilcor), and the respondent, Crossmoor Transport (Pty) Ltd (Crossmoor), concluded two agreements for the manufacture of three trailers. Ilcor completed two four-axle trailers and commenced manufacturing a five-axle trailer. Crossmoor failed to pay for and take delivery of the completed trailers and failed to pay the agreed 50 per cent deposit for the five-axle trailer. Ilcor treated this as a repudiation of the agreements and claimed damages and storage costs.

The trial court found the agreements enforceable and awarded Ilcor damages and storage costs. The Full Court overturned that order and dismissed Ilcor's claims, holding that payment of the deposit or furnishing a guarantee constituted suspensive conditions and that, as neither had occurred, the agreements had never come into effect.

The SCA disagreed. It held that the security provisions entitled Ilcor to insist upon payment of the required deposit or the furnishing of a guarantee before commencing manufacture, but did not preclude Ilcor from proceeding without first insisting upon that security. The provisions regulated the parties' obligations concerning payment and security under agreements already concluded and were not suspensive conditions.

The SCA further held that the trailers occupied space on Ilcor's manufacturing premises and that the resulting loss of use was a direct consequence of Crossmoor's breach and was not too remote. Crossmoor also failed to establish that Ilcor acted unreasonably in retaining the trailers while attempting to sell them rather than dismantling them. The trial court was therefore correct to award storage costs until the four-axle trailer was sold and until judgment in respect of the five-axle trailer.

The appeal was upheld with costs. The Full Court's order was set aside and replaced with an order dismissing Crossmoor's appeal with costs.

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