



According to Macsteel, Vowles' application to amend its particulars of claim should have been dismissed. The high court rejected that contention and dismissed the appeal with costs on 20 April 2020. Aggrieved by that order, Macsteel approached this Court seeking special leave to appeal against the order of the high court.

In respect of the issue relating to jurisdiction, the SCA held that the regional court merely recognised the existence of a clause in the parties' agreement purportedly clothing a court in the district having physical jurisdiction over Vowles, with the jurisdiction to adjudicate the action, but did not finally determine the issue of jurisdiction. As regards Macsteel's contention that the amendment of the amount claimed was tantamount to the introduction of a new cause of action that had prescribed, the SCA considered that contention to be without merit on the basis that a plaintiff is not precluded from augmenting its claim for damages if the new claim merely represents a fresh quantification of the original claim. The SCA held that Macsteel's objection to the amendment of its citation was ill-conceived. Relying on the judgments of *Foxlake Investments (Pty) Ltd t/a Foxway Developments v Ultimate Raft Foundation Design Solutions CC t/a Ultimate Raft Design and Another (Foxlake)* [2016] ZASCA 54 and *Blaauwberg Meat Wholesalers CC v Anglo Dutch Meats (Exports) Ltd* [2003] ZASCA 144, respectively, the SCA held that even if it were to be accepted in Macsteel's favour that the regional court's finding in relation to the amendment of the citation of Macsteel was indeed final in effect, that ground of appeal bore no prospects of success, as Macsteel had recognised its connection with the claim notwithstanding that it considered the citation to be flawed.

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