

**IN THE HIGH COURT OF SWAZILAND HELD**

**AT MBABANE**

**CIVIL TRIAL: 1805/07**

**In the matter between:**

**PHAPHAMANI MASWATI SAVINGS**

**AND CREDIT SOCIETY**

**Plaintiff**

**AND**

**DUMILE MAGAGULA**

**Defendant**

**Date of hearing: 22 April, 2009**

**Date of judgment: 22 April,  
2009**

**Mr. Attorney B.Z. Zwane for the Plaintiff**

**Mr. Attorney M. Xaba for the Defendant**

***EX TEMPORE JUDGMENT***

**MASUKU J.**

[1] On 24 May, 2007, the above named Plaintiff, Phaphamani Maswati Savings and Credit Co-operative sued out from the office of the Registrar, a simple summons against Dumile Magagula the Defendant for

payment of a sum of E6 310.58, interest thereon and costs of suit. On the 23<sup>rd</sup> September, 2007 the Defendant filed a notice to defend which was thereafter followed by the Plaintiffs declaration dated 25 September, 2007. The pith of the Plaintiffs claim can be summarized as follows:-

[2] The Defendant was an employee of the Swaziland Sugar Association in Mbabane and was a member of the plaintiffs Cooperative Society. According to the papers filed of record and as pleaded the defendant was loaned an amount of E18 500.00. According to the Plaintiffs records the Defendant had, at that time, amassed savings amounting to E12 189.46. This amount was applied by the Plaintiff to reduce the amount outstanding, which left the balance of E6.310.58, which is the amount claimed by the Plaintiff.

[3] The Defendant then filed its plea where it denied that it was indebted to the plaintiff in the amount claimed, stating mainly that as at 31 July, 2006 the Defendant's savings amounted to E8 300 with interest and that that money was applied to extinguish the Plaintiffs claim. These were allegations were repeated in the affidavit resisting

summary judgment filed in response to an application for summary judgment which the Plaintiff proceeded to move.

[4] Having regard to the papers before me, it is clear that the Defendant has not, in its affidavit resisting summary judgment, dealt squarely with the allegations contained both in the Plaintiffs particulars of claim and the affidavit in support of the summary judgment application. From what the defendant has said it is clear that whatever amount she had accumulated in savings when deducted from the amount of the loan claimed there is still an amount outstanding and which the Plaintiff claims, i.e. E6 310.58.

[5] Having had regard to the affidavit resisting summary judgment, I am of the view that the defendant has not set out a *bona fide* defence to this claim and which *prima facie* carries a prospect of success during trial. In the premises I therefore grant summary judgment in the amount of E6 310.58, interest thereon at the rate of 9% and costs of the suit.

**DELIVERED IN OPEN COURT IN MBABANE ON THIS 23<sup>rd</sup> DAY OF APRIL, 2009.**



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**T.S. MASUKU**  
**JUDGE**