

IS MY CLAIM ABOUT TO PRESCRIBE?

A free deadline checklist from Bregman Moodley Attorneys | Taking the Sting Out of Legal Problems Since 1974

STEP 1 | IDENTIFY YOUR DEADLINE

- ☐ **What type of debt is it?** Ordinary debts (loans, invoices, rent, damages) prescribe after 3 years. Negotiable instruments and notarial contracts: 6 years. Mortgage bond debts, judgment debts and certain state debts: 30 years.
- ☐ **Does a special statute apply?** Some claims (e.g. Road Accident Fund) have their own strict time limits. Check before assuming 3 years.

STEP 2 | PIN DOWN WHEN THE CLOCK STARTED

- ☐ **When did the debt become due?** Prescription runs from the date you were legally entitled to claim payment or performance.
- ☐ **When did you learn the essential facts?** The clock only starts once you knew (or reasonably could have known) who the debtor is and the facts behind your claim. Not understanding the law does NOT delay it.
- ☐ **Loan repayable on demand?** Danger: it generally prescribes from the date the money was advanced, not from your demand.

STEP 3 | CHECK IF THE CLOCK WAS RESET OR PAUSED

- ☐ **Has the debtor acknowledged the debt?** A part payment, interest payment, written or verbal promise to pay, or a request for more time RESETS the clock to zero.
- ☐ **Has a summons been served?** Service of legal process interrupts prescription. A letter of demand on its own does NOT.
- ☐ **Was anyone unable to act?** Prescription may be delayed where the creditor is a minor or under curatorship, the parties are married, or the debtor is outside South Africa.

STEP 4 | PROTECT YOUR CLAIM NOW

- ☐ **Diarise your deadline conservatively** and set a reminder at least 6 months before it expires.
- ☐ **Get any admission in writing.** A signed acknowledgement of debt is the cheapest way to buy a fresh prescription period.
- ☐ **Gather your documents:** contracts, invoices, statements, correspondence, proof of payments and dates.
- ☐ **Instruct an attorney early** so that summons can be issued and served well before the deadline.

BUILDING DEFECTS? GOOD NEWS FROM THE COURTS (JULY 2026)

The Supreme Court of Appeal held that a homeowner's damages claim against a builder only becomes due once the builder fails or refuses to repair after a reasonable opportunity, not when you first spot the defects. Keep records of every repair attempt, and act decisively the moment repairs fail or the builder goes quiet.

**Remember: once a claim prescribes, it is extinguished forever.
Even paying a prescribed debt by mistake cannot be undone.**

Not sure where you stand? We will tell you straight.

Call +27 (0)11 646 0335 | roy@bmalaw.co.za | bregmans.co.za

Bregman Moodley Attorneys Inc. | Suite 314, Killarney Mall, 60 Riviera Road, Killarney, Johannesburg

This checklist is general information, not legal advice. Prescription depends on the facts of each case. Consult an attorney about your specific claim.
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