

Summary

Caveat subscriptor – suretyship clause in a Master Rental Agreement.

Whether a signatory who claims to have been unaware that he was also undertaking personal liability as a surety, is bound to such a clause. Not necessary for the creditor to have been aware that the signatory had not read the document. *Brink v Humphries & Jewel (Pty) Ltd* 2005(2) SA distinguished.