

Summary

Contract-breach-SA law on impossibility of performance and English doctrine of frustration not dissimilar- plaintiff leases property to first defendant who sub-leases to third defendant-upon termination third defendant refuses to vacate and holds over-first defendant pleads impossibility of performance of failure to return property upon termination of lease.

Court finds inability to perform self-induced and neither SA rule on impossibility of performance nor English doctrine of frustration excuses the breach.