

SUPREME COURT OF APPEAL OF SOUTH AFRICA

PRESS RELEASE

17 MARCH 2011

STATUS: Immediate

*Pangbourne v Basinview* (381/10) [2011] ZASCA 20 17 March 2011)

*Please note that the media summary is intended for the benefit of the media and does not form part of the judgment of the Supreme Court of Appeal*

The Supreme Court of Appeal today upheld an appeal against a judgment of the North Gauteng High Court which had found that a written contract for the sale of land was enforceable despite the fact that it had been subject to a suspensive condition that had not been fulfilled. The high court found that a subsequent addendum to the contract, entered into after the date for fulfillment had occurred, 'revived' the contract. The addendum expressly purported to delete only one clause of the contract, which it stated otherwise remained of full force and effect.

The SCA held that the purpose of the addendum was not to revive the lapsed contract. The parties had clearly thought it was still valid. They had accordingly not intended to revive it nor to enter into a new contract on similar terms. The initial contract was thus of no effect and could not be enforced against the purchaser.

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