



THE SUPREME COURT OF APPEAL
REPUBLIC OF SOUTH AFRICA

MEDIA SUMMARY – JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

From: The Registrar, Supreme Court of Appeal

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Status: Immediate

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

ROCKBREAKERS AND PARTS (PTY) LTD v ROLAG PROPERTY TRADING (PTY)
LTD

The Supreme Court of Appeal has upheld an appeal against the judgment of the Johannesburg High Court. The High Court granted an order for specific performance of a purchase and sell agreement between Rockbreakers (the appellant) and Rolag (the respondent).

A written offer to purchase land (still to be subdivided) was signed on behalf of Rolag. The dispute arose because when a representative of Rockbreakers signed, he inserted the following words in manuscript:

'This offer is accepted subject to the seller obtaining registration of the subdivision of the property.'

The manuscript insertion was neither initialled nor countersigned by the respondent. Apart from the manuscript insertion there is no reference to a subdivision of the property in the agreement, although the evidence shows that both parties were aware of the need for the property to be subdivided in order to give effect to the sale.

Rockbreakers did not proceed with the registration and transfer process and took the stance that the offer to purchase was not accepted unconditionally by Rockbreakers. Rolag applied to the Johannesburg High Court and the application was successful.

The SCA held that the manuscript insertion was material as it would affect the material obligations of Rockbreakers which would still be obliged to make good its part of the bargain. Consequently it was held that the manuscript insertion amounted to a counter-offer, which, because it was not accepted, meant that no binding agreement was concluded between parties.

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