



THE SUPREME COURT OF APPEAL
REPUBLIC OF SOUTH AFRICA

MEDIA SUMMARY – JUDGMENT DELIVERED IN THE SUPREME COURT OF APPEAL

Case number: 621/06

In the matter between

**HENRY FRASER
MAGDALENA GERTRUIDA FRASER**

**FIRST APPELLANT
SECOND APPELLANT**

and

JOHANNA JACOMINA VILJOEN

RESPONDENT

From: The Registrar, Supreme Court of Appeal
Date: 2008-03
Status: Immediate

A couple living in Blythedale Beach, KZN, attempted to enforce a contract of sale of a flat to them. They were unsuccessful in the Durban High Court. In a judgment of the SCA, they, having taken the matter on appeal, were again unsuccessful though for different reasons.

What had happened was, the purchaser had sent an incomplete pro forma agreement of sale for the sellers to complete and sign. The price had been agreed upon at R185 000. The agreement was returned signed, but without a description of the property sold and the names of the purchasers. These were filled in later by them but without sending the agreement back for further signature. The court held that the one party could not orally appoint the other to fill in material terms of the

contract and accordingly that it did not comply with the Alienation of Land Act which requires all the terms of a sale to be in writing and signed by the parties.

The contract was found to be null and void.