

IN THE SUPREME COURT OF SOUTH AFRICA

(APPELLATE DIVISION)

In the matter between:

PRITCHARD PROPERTIES (PROPRIETARY) LIMITED ... Appellant

AND

BASIL KOULIS Respondent

CORAM : JANSEN, KOTZÉ, TRENGOVE, BOSHOFF, JJA
et CILLIÉ, AJA

HEARD : 11 NOVEMBER 1985

DELIVERED : 2 DESEMBER 1985

J U D G M E N T

BOSHOFF, JA

I agree with Cillié AJA that the contract

of/.....

of lease in question can be construed without seeking aid from circumstances outside the written contract and without relying on inferences to be drawn from the fact of the deletion and meaning of the deleted word "latter". In my respectful view it is for this reason not necessary to express any opinion on whether or not any assistance can be derived from a deleted yet partially legible word to ascertain the intention of the parties in construing an ambiguity or uncertainty in a contract.

But for this qualification I am in entire agreement with the reasoning and conclusion arrived at by Cillié AJA.

I/.....

I agree that the appeal be allowed
with costs and that the order of the Court a quo
be altered as suggested by the learned Judge.

JUDGE OF APPEAL