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GENERAL NOTICE

NOTICE 360 OF 1979

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

SALE OF LAND ACT, 1979

The following Draft Bill to give effect to the recommendations of the Commission of Inquiry into the Subject of the Development Schemes Bill, as contained in its Third Interim Report, is hereby published for general information and comment.

Any comments should be forwarded to the Secretary for Commerce and Consumer Affairs, Private Bag X84, Pretoria, 0001, before 6 July 1979.

BILL

To regulate and amend the law relating to disposals of land; and to provide for incidental matters.

Introduced by the Minister of Economic Affairs

Be it enacted by the State President, the Senate and the House of Assembly of the Republic of South Africa, as follows:

DEFINITIONS

1. In this Act, unless the context otherwise indicates—

(i) “contract” means a contract of purchase and sale under which land is or was sold and under which the purchase price, interest or any other charges is or are payable in more than two instalments or in full or in instalments over a period in the future exceeding one year, whether or not such contract is subject to any suspensive or resolutive condition, and includes any contract which or contracts which together have the same import, whatever form that contract or those contracts may take, but excludes a contract referred to in section 2 (2);

(ii) “deed of disposal” means a document in writing for the disposal of land;

ALGEMENE KENNISGEWING

KENNISGEWING 360 VAN 1979

DEPARTEMENT VAN HANDEL EN VERBRUIKERSAKE

WET OP VERKOOP VAN GROND, 1979

Die volgende Konsepwetsontwerp om uitvoering te gee aan die aanbevelings van die Kommissie van Ondersoek na die Onderwerp van die Wetsontwerp op Ontwikkelingskemas soos vervat in sy Derde Tussen-tydse Verslag, word hierby vir algemene inligting en kommentaar gepubliseer.

Kommentaar moet voor 6 Julie 1979 aan die Sekretaris van Handel en Verbruikersake, Privaatsak X84, Pretoria, 0001, gestuur word.

WETSONTWERP

Om die wetsbepalings betreffende beskikkings oor grond te reël en te wysig; en vir bykomstige aangeleenthede voorsiening te maak.

Ingedien deur die Minister van Ekonomiese Sake

Daar word bepaal deur die Staatspresident, die Senaat en die Volksraad van die Republiek van Suid-Afrika, soos volg:

WOORDOMSKRYWINGS

1. In hierdie Wet, tensy uit die samehang anders blyk beteken—

(i) “beskik”, met betrekking tot grond, koop en verkoop, ruil, skenk of ander beskikking, met inbegrip van 'n beskikking ingevolge 'n kontrak, intermediêre transaksie of testament, en het “beskikking” 'n ooreenstemmende betekenis;

(ii) “beskikkingsakte” 'n skriftelike dokument vir die beskikking oor grond;

(iii) “grond”—

(a) ook—

(i) 'n belang in grond, behalwe 'n huurkontrak, mynpag of -kleim of -standplaas;

(iii) "dispose", in relation to land, means purchase and sell, exchange, donate or other disposal, including any disposal under a contract, an intermediate transaction or a will, and "disposal" has a corresponding meaning;

(iv) "insolvent" means—

(a) any person whose estate is in sequestration in terms of the Insolvency Act, 1936 (Act 24 of 1936);

(b) any deceased person whose estate is dealt with as an insolvent deceased estate in terms of the provisions of section 34 (5) of the Estates Act, 1965 (Act 66 of 1965);

(c) any juristic person in liquidation which is unable to pay its debts;

(d) any person with whose estate is dealt with in terms of section 28 (5) of the Agricultural Credit Act, 1966 (Act 28 of 1966);

(v) "interest", in relation to a contract, means the aggregate of the consideration which by virtue of a contract has been paid or is payable by the purchaser directly or indirectly to the seller, but excludes the consideration which has been paid or is payable in respect of the purchase price or the costs referred to in section 10 (3) (b);

(vi) "intermediary" means any person who has disposed of land under an intermediate transaction;

(vii) "intermediate transaction" means any transaction in terms of which any person who for the time being by virtue of a deed of disposal has the right to claim transfer of land, under a deed of disposal has disposed of that land which by virtue of that or any subsequent transaction forms the subject of a contract;

(viii) "land"—

(a) includes—

(i) any interest in land, other than a lease, mynpacht or mining claim or stand;

(ii) any unit as defined in section 1 of the Sectional Titles Act, 1971 (Act 66 of 1971);

(iii) any right to claim transfer of land but, for purposes of section 24, excludes the right to claim transfer of a unit, provided—

(aa) the unit relates to a sectional plan referred to in section 4 (3) of the Sectional Titles Act, 1971 (Act 66 of 1971);

(bb) the sectional plan accompanied an application which was granted in whole; and

(cc) at the time of the disposal of the unit, an architect as defined in section 1 of the Architects' Act, 1970 (Act 35 of 1970), or any person duly registered as a land surveyor under section 10 of the Land Surveyors' Registration Act, 1950 (Act 14 of 1950), has certified in writing that the relevant section has been erected in accordance with that sectional plan and that that section is fit for occupation;

(b) for purposes of Chapter II—

(i) means land used or intended to be used for residential purposes;

(ii) includes an undivided share in such land; but excludes—

(aa) agricultural land as defined in section 1 of the Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970);

(ii) 'n eenheid soos in artikel 1 van die Wet op Deeltitels, 1971 (Wet 66 van 1971), omskryf;

(iii) 'n reg om transport van grond te eis maar, by die toepassing van artikel 24, nie ook die reg om transport te eis van 'n eenheid nie, mits—

(aa) die eenheid betrekking het op 'n deelplan bedoel in artikel 4 (3) van die Wet op Deeltitels, 1971 (Wet 66 van 1971);

(bb) die deelplan 'n aansoek vergesel het wat in sy geheel toegestaan is; en

(cc) ten tyde van 'n beskikking oor die eenheid, 'n argitek soos in artikel 1 van die Wet op Argitekte, 1970 (Wet 35 van 1970), omskryf of 'n persoon wat behoorlik as 'n landmeter ingevolge artikel 10 van die Wet op Landmeters, 1950 (Wet 14 van 1950), geregistreer is, skriftelik gesertifiseer het dat die betrokke deel in ooreenstemming met daardie deelplan opgerig is en dat daardie deel vir okkupasie geskik is;

(b) by die toepassing van Hoofstuk II—

(i) grond wat vir woondoeleindes gebruik word, of bestem is aldus gebruik te word;

(ii) ook 'n onverdeelde aandeel in sodanige grond; maar nie ook—

(aa) landbougrond soos in artikel 1 van die Wet op die Onderverdeling van die Landbougrond, 1970 (Wet 70 van 1970), omskryf nie;

(bb) sodanige grond wat deel uitmaak van 'n afgesonderde Swart gebied soos omskryf in artikel 49 van die Ontwikkelingstrust en Grond Wet, 1936 (Wet 18 van 1936), of van 'n oopgestelde gebied in artikel 2 van genoemde Wet beoog nie;

(cc) sodanige grond waarop die Wet op Landlike Kleurlinggebiede, 1963 (Wet 24 van 1963), van toepassing is nie;

(dd) sodanige grond wat die Staat of 'n Minister vir iemand in trust hou nie;

(c) by die toepassing van artikel 24 nie ook—

(i) landbougrond soos in artikel 1 van die Wet op die Onderverdeling van Landbougrond, 1970 (Wet 70 van 1970), omskryf nie;

(ii) 'n erf nie in 'n dorp gestig kragtens 'n ordonnansie ingevolge waarvan 'n verbod opgelê is met die strekking dat daar oor geen erf in die dorp beskik mag word alvorens daar voldoen is aan die voorwaardes wat die Administrateur kragtens die ordonnansie voorgeskryf het en daar tot bevrediging van die betrokke Provinciale Sekretaris aan daardie voorwaardes voldoen is nie;

(iv) "insolvent"—

(a) iemand wie se boedel ingevolge die Insolvencieswet, 1936 (Wet 24 van 1936), gesekwestreer word;

(b) 'n oorlede persoon met wie se boedel as 'n insolvente bestorwe boedel kragtens die bepalings van artikel 34 (5) van die Boedelwet, 1965 (Wet 66 van 1965), gehandel word;

(c) 'n regspersoon in likwidasie wat nie in staat is om sy skulde te betaal nie;

(d) iemand met wie se boedel ingevolge artikel 28 (5) van die Wet op Landboukrediet, 1966 (Wet 28 van 1966), gehandel word;

(v) "intermediere transaksie" 'n transaksie ingevolge waarvan 'n persoon wat asdan uit hoofde van 'n beskikkingsakte die reg het om transport van grond te eis, kragtens 'n beskikkingsakte beskik het oor daardie grond wat uit hoofde van daardie of 'n daaropvolgende transaksie die onderwerp van 'n kontrak uitmaak;

(bb) such land which forms part of any scheduled Black area as defined in section 49 of the Development Trust and Land Act, 1936 (Act 18 of 1936), or of a released area contemplated in section 2 of the said Act;

(cc) such land to which the provisions of the Rural Coloured Areas Act, 1963 (Act 24 of 1963), apply;

(dd) such land which is held in trust by the State or a Minister for any person;

(c) for purposes of section 24 excludes—

(i) agricultural land as defined in section 1 of the Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970);

(ii) any erf in a township established under an ordinance in terms of which a prohibition was imposed to the effect that no erf in the township shall be disposed of until there has been complied with the conditions prescribed by the Administrator and there has to the satisfaction of the Provincial Secretary concerned, been complied with those conditions;

(ix) “prescribed rate”, in relation to interest, means the annual rate of interest prescribed from time to time by the Minister of Economic Affairs by regulation for purposes of this Act;

(x) “purchaser” means any person who purchases or has purchased land under a contract or who has acquired the right to claim transfer of land under a deed of disposal;

(xi) “remote purchaser” means any person who purchases or has purchased land under a contract from a person other than the owner of the land;

(xii) “seller” means any person who sells or has sold land under a contract or who disposes or has disposed of land under a deed of disposal or to whom the obligations arising from a contract has passed.

CHAPTER I

FORMALITIES IN RESPECT OF DEEDS OF DISPOSAL

Formalities in respect of deeds of disposal

2. (1) Any disposal of land done after the commencement of this Act, shall be contained in a deed of disposal signed by the party or parties concerned or by his or their mandatories acting on his or their written authority.

(2) The provisions of subsection (1) relating to signature by the mandatory of a party acting on the written authority the party, shall not derogate from the provisions of any law relating to the making of a contract in writing by a person professing to act as agent or trustee for a company not yet formed, incorporated or registered.

Exclusion of contracts of sale of land sold by public auction

3. The provisions of section 2 shall not apply to a contract of sale of land or any interest in land sold by public auction.

CHAPTER II

SALE OF LAND ON INSTALMENTS

Application of this Chapter

4. This Chapter shall, with the exception of sections 13 to 19, inclusive, not apply in respect of any contract which was entered into before the commencement of this Act and which is still in force at that commencement.

(vi) “kontrak” ‘n koopkontrak waarkragtens grond verkoop word of is en waarkragtens die koopprys, rente of ander geldie by wyse van meer as twee paaiente, of in sy geheel of in paaiente oor ‘n tydperk van langer as een jaar in die toekoms, betaalbaar is, hetso sodanige verkoping aan ‘n opskortende of ontbinde voorwaarde onderhewig is of nie, en ook enige ander kontrak wat of kontrakte wat tesame dieselfde strekking het, watter vorm daardie kontrak of kontrakte ook al mag aanneem, maar nie ook ‘n kontrak in artikel 2 (2) bedoel nie;

(vii) “koper” ‘n persoon wat grond kragtens ‘n kontrak koop of gekoop het of wat die reg om transport van grond te eis kragtens ‘n beskikkingsakte verkry het;

(viii) “rente”, met betrekking tot ‘n kontrak, die totaal van die teenprestasie wat deur ‘n koper uit hoofde van die kontrak regstreeks of onregstreeks aan ‘n verkoper betaal is of betaalbaar is, maar nie ook die teenprestasie wat betaal is of betaalbaar is ten opsigte van die koopprys of die koste in artikel 10 (3) (b) bedoel nie;

(ix) “tussenpersoon” ‘n persoon wat kragtens ‘n intermediêre transaksie oor grond beskik het;

(x) “verkoper” ‘n persoon wat grond kragtens ‘n kontrak verkoop of verkoop het, of wat oor grond kragtens ‘n akte beskik of beskik het, of op wie die verpligtings wat uit ‘n kontrak voortspruit, oorgegaan het;

(xi) “verwyderde koper” ‘n persoon wat grond ingevolge ‘n kontrak van ‘n ander persoon as die eienaar van die grond koop of gekoop het;

(xii) “voorgeskrewe koers”, met betrekking tot rente, die jaarlikse rentekoers wat die Minister van Ekonomiese Sake van tyd tot tyd vir doeleindes van hierdie Wet by regulasie voorskryf.

HOOFTUK I

FORMALITEITE TEN OPSIGTE VAN BESKIKKINGSAKTES

Formaliteite ten opsigte van beskikkingsaktes

2. (1) ‘n Beskikking oor grond wat na die inwerkingtreding van hierdie Wet gedoen is, moet vervat wees in ‘n beskikkingsakte wat deur die betrokke party of partie of deur sy of hulle lashebbers, handelende op sy of hulle skriftelike gesag, onderteken is.

(2) Die bepalings van subartikel (1) met betrekking tot ondertekening deur die lashebber van ‘n party, handelende op die skriftelike gesag van die party, doen nie afbreuk aan die bepalings van enige wet met betrekking tot die aangaan van ‘n skriftelike kontrak deur iemand wat beweer dat hy handel as verteenwoordiger of kurator van ‘n nog nie opgerigte, geïnkorporeerde of geregistreerde maatskappy nie.

Uitsluiting van grond wat per openbare veiling verkoop word

3. Die bepalings van artikel 2 geld nie ten opsigte van grond wat per openbare veiling verkoop word nie.

HOOFTUK II

VERKOOP VAN GROND OP AFBETALING

Toepassing van hierdie Hoofstuk

4. Hierdie Hoofstuk is, met die uitsondering van artikels 13 tot en met 19, nie van toepassing ten opsigte van ‘n kontrak wat voor die inwerkingtreding van hierdie Wet aangegaan is en by daardie inwerkingtreding nog van krag is.

Language in which contract shall be drawn up

5. Any person who purchases land under a contract shall be entitled to choose the official language in which the contract shall be drawn up.

Contents of contract

6. (1) A contract shall contain—

- (a) the names of the purchaser and the seller and their residential or business addresses in the Republic;
- (b) the description, extent and situation of the land which is the subject of the contract;
- (c) if the seller is not the registered owner of the land, the name and address of that owner, and the amount, if any, owed at the time the contract is entered into, to that owner under a deed of disposal in terms of which he disposed of the land;
- (d) if the land is encumbered by a mortgage bond, the name and address of the person, or his representative, or, in the case of a participation bond, the name and address of the nominee company, or its representative, in favour of whom the mortgage bond over the land is registered at the time the contract is entered into;
- (e) the amount to be paid to the mortgagee in respect of the land before that land shall be released from the relevant mortgage bond or mortgage bonds;
- (f) the amount of the purchase price;
- (g) the annual rate of interest (if any) to be paid on the purchase price;
- (h) the amount of each instalment in respect of the purchase price and interest (if any) which is to be paid;
- (i) the due date or the method of determining the due date of each instalment;
- (j) if the land is sold by an intermediary, the amount, if any, owed at the time the contract is entered into, by that intermediary under the deed in terms of which he acquired the right to claim transfer of the land;
- (k) the amount (if any) payable before the purchaser may take possession or occupation of the land;
- (l) the date on which the purchaser shall be entitled to take possession or occupation of the land;
- (m) a reference to the right of the purchaser under section 15 to accelerate payments in terms of the contract and to claim transfer of the land against payment of the amounts referred to in section 10 (3);
- (n) a reference to the limitation, in terms of section 17 of the right of the seller to take action by reason of any failure on the part of the purchaser to fulfil an obligation under the contract;
- (o) a reference to the right of the purchaser under section 23, to demand transfer of the land;
- (p) the place where payments shall be made;
- (q) the date on which the risk, profit and loss of the land shall pass to the purchaser;
- (r) a statement of the obligation (if any) of the purchaser to insure the subject matter of the contract;
- (s) particulars of any endowment which at the time the contract is entered into, is or is to be made in terms of any law to any person in respect of the land;
- (t) an indication of the party who shall be liable for the payment of the costs of the drafting of the contract and the transfer of the land;

Taal waarin kontrak opgestel moet word

5. Iemand wat grond ingevolge 'n kontrak koop, is geregtig om die amptelike taal te kies waarin die kontrak opgestel moet word.

Inhoud van kontrak

6. (1) 'n Kontrak bevat—

- (a) die name van die koper en die verkoper en hulle woon- of sake-adresse in die Republiek;
- (b) die beskrywing, grootte en ligging van die grond wat die onderwerp van die kontrak is;
- (c) indien die verkoper nie die geregistreerde eienaar van die grond is nie, die naam en adres van daardie eienaar, en die bedrag, as daar is, wat ten tyde van die aangaan van die kontrak, kragtens die beskikkingsakte verskuldig is ingevolge waarvan daardie eienaar oor die grond beskik het;
- (d) indien die grond met 'n verband beswaar is, die naam en adres van die persoon of sy verteenwoordiger, of in die geval van 'n deelnemingsverband, die naam en adres van die benoemde maatskappy, of sy verteenwoordiger, ten gunste van wie die verband oor die grond ten tyde van die aangaan van die kontrak geregistreer is;
- (e) die bedrag wat ten opsigte van die grond aan die verbandhouer betaalbaar is voordat daardie grond van die betrokke verband of verbande onthef sal word;
- (f) die bedrag van die koopprys;
- (g) die jaarlikse rentekoers (as daar is) wat op die koopprys betaalbaar is;
- (h) die bedrag van elke paaiement wat ten opsigte van die koopprys en rente (as daar is), betaalbaar is;
- (i) die verval datum of die wyse van berekening van die verval datum van elke paaiement;
- (j) indien die grond deur 'n tussenpersoon verkoop word, die bedrag, as daar is, wat ten tyde van die aangaan van die kontrak, deur daardie tussenpersoon verskuldig is kragtens die beskikkingsakte ingevolge waarvan hy die reg verky het om transport van die grond te eis;
- (k) die bedrag (as daar is) wat betaalbaar is voor dat die koper besit of okkupasie van die grond mag neem;
- (l) die datum waarop die koper die reg het om besit of okkupasie van die grond te neem;
- (m) 'n verwysing na die reg van die koper kragtens artikel 15 om betalings ingevolge die kontrak te vervroeg en om transport van die grond te eis teen betaling van die bedrag in artikel 10 (3) bedoel;
- (n) 'n verwysing na die beperking ingevolge artikel 17 van die reg van die verkoper om stappe te doen weens 'n versuim deur die koper om 'n verpligting kragtens 'n kontrak na te kom;
- (o) 'n verwysing na die reg van die koper om ingevolge artikel 23 transport van die grond te eis;
- (p) die plek waar betalings gemaak moet word;
- (q) die datum waarop die risiko, wins en verlies van die grond op die koper oorgaan;
- (r) 'n vermelding van die verpligting (as daar is) van die koper om die onderwerp van die kontrak te verseker;
- (s) besonderhede van enige begiftiging of skenking wat by die aangaan van die kontrak kragtens die een of ander wet ten opsigte van die grond aan iemand gemaak word of moet word;
- (t) 'n aanduiding van die party wat aanspreeklik is vir betaling van die koste in verband met die opstel van die kontrak en die transport van die grond;

(u) if the seller is unable at the time the contract is entered into to give transfer of the land against payment of the purchase price, the date or event after which he will be able to give transfer;

(v) the grounds contemplated in section 8 by virtue of which the seller claims to have authority to sell the land.

(2) The date which is stated in a contract in terms of subsection (1) (q), shall not be earlier than the date which is stated therein in terms of subsection (1) (l).

(3) The aggregate amount of instalments referred to in subsection (1) (h) payable during any particular year, shall not be less than the interest calculated on the purchase price during that year.

Provisions relating to purchase price, land encumbered by mortgage bond, and release from mortgage bond

7. (1) The outstanding balance of the purchase price owed at any material point of time during the duration of a contract, shall after the expiration of a period of six months from the date upon which the contract was entered into, not be less than the amount which at such point of time—

(a) is to be paid to the holder of a mortgage bond or mortgage bonds over the land in question to release the land from the mortgage bond or mortgage bonds; or

(b) is owed by an intermediary under a deed of disposal in terms of which he obtained the right to claim transfer of the land in question.

(2) If the outstanding balance of the purchase price owed at any material point of time during the duration of a contract after the expiration of a period of six months from the date upon which the contract was entered into is less than the amount referred to in subsection (1) (a) or (b), the purchaser shall not be liable for the payment of interest in terms of the contract from the date it was entered into to the date upon which such amount is less than the outstanding balance of the purchase price.

(3) No land encumbered together with other land by the same mortgage bond or mortgage bonds, shall be sold under contract, before the holder of the mortgage bond or mortgage bonds has consented in writing to release the land concerned from the mortgage bond or mortgage bonds against payment to him of a specified amount.

(4) The written consent contemplated in subsection (1) shall be irrevocable and shall bind any successor in title of the relevant holder of a mortgage bond or mortgage bonds over the land in question.

(5) When any seller has to comply with any provision of subsection (1), he shall be entitled to discharge his liability under the relevant mortgage bond or deed of disposal to the extent which shall ensure compliance with the provisions of that section, and the holder of the relevant mortgage bond or the seller under the relevant deed of disposal shall be obliged to accept payment under the mortgage bond or deed of disposal even though the terms of the mortgage bond or deed of disposal do not provide for early repayment.

(6) The provisions of subsection (3) shall not be so construed that any seller is relieved from liability for damages suffered by the holder of a mortgage bond or seller under a deed of disposal on account of premature repayment of a debt under a mortgage bond or deed of disposal.

(u) indien die verkoper ten tyde van die aangaan van die kontrak nie in staat is om transport van die grond te gee nie, die datum of die gebeurtenis waarna hy in staat sal wees om transport te gee;

(v) die gronde beoog in artikel 8 uit hoofde waarvan die verkoper aanspraak maak op die bevoegdheid om die grond te verkoop.

(2) Die datum wat ingevolge subartikel (1) (q) in 'n kontrak vermeld word, mag nie vroeër wees nie as die datum wat ingevolge subartikel (1) (l) daarin vermeld word.

(3) Die gesamentlike bedrag van paaimeente bedoel in subartikel (1) (h), wat gedurende 'n bepaalde jaar betaalbaar is, mag nie kleiner wees as die rente wat gedurende daardie jaar op die koopprys bereken word nie.

Voorskrifte aangaande koopprys, grond wat met verband beswaar is, en aflossing van verband

7. (1) Die uitstaande saldo van die koopprys wat op enige wesenlike tydstip tydens die duur van 'n kontrak verskuldig is, mag na die verstryking van 'n tyelperk van ses maande vanaf die datum waarop die kontrak aangegaan is, nie minder wees nie as die bedrag wat op enige so 'n tydstip—

(a) aan die houer van 'n verband of verbande oor die betrokke grond betaal moet word om die grond van die verband of verbande te onthef; of

(b) verskuldig is deur 'n tussenpersoon kragtens 'n beskikkingsakte ingevolge waarvan hy die reg verkry het om transport van die betrokke grond te eis.

(2) Indien die uitstaande saldo van die koopprys wat op enige wesenlike tydstip tydens die duur van 'n kontrak, na verstryking van 'n tyelperk van ses maande vanaf die datum waarop die kontrak aangegaan is, minder is as die bedrag bedoel in subartikel (1) (a) of (b), is die koper nie aanspreeklik nie vir die betaling van rente uit hoofde van die kontrak vanaf die datum van die aangaan daarvan tot die datum waarop sodanige bedrag minder as die uitstaande saldo van die koopprys is.

(3) Geen grond wat tesame met ander grond deur dieselfde verband of verbande beswaar is, mag ingevolge 'n kontrak verkoop word nie; alvorens die houer van die verband of verbande skriftelik ingestem het om die betrokke grond teen teen betaling aan hom van 'n bepaalde bedrag van die verband of verbande te onthef.

(4) Die skriftelike instemming beoog in subartikel (1) is onherroeplik en bind enige opvolger in titel van die betrokke houer van 'n verband of verbande oor die betrokke grond.

(5) Wanneer 'n verkoper aan die een of ander bepaling van subartikel (1) moet voldoen, het hy die reg om sy aanspreeklikheid ingevolge 'n verband of beskikkingsakte af te los in die mate wat voldoening aan die bepalings van daardie artikel sal verseker, en die houer van die betrokke verband of die verkoper ingevolge die betrokke beskikkingsakte is verplig om betaling kragtens die verband of beskikkingsakte te aanvaar al maak die bepaling van die verband of beskikkingsakte nie vir vroeë betaling voorsiening nie.

(6) Die bepaling van subartikel (3) word nie so uitgelê dat 'n verkoper onthef word van aanspreeklikheid vir skade wat deur die houer van 'n verband of verkoper kragtens 'n beskikkingsakte gely word weens vroegtydige afbetaling van 'n skuld ingevolge 'n verband of beskikkingsakte nie.

Prohibition on certain contracts

8. (1) No person shall sell land under a contract unless he is—

- (a) the owner of that land; or
- (b) a person who has acquired the right to claim transfer of that land under a deed of disposal directly from the owner; or
- (c) a person who has acquired the right to claim transfer of that land under an intermediate transaction.

(2) Any person who sells land in contravention of the provisions of subsection (1) shall be guilty of an offence and upon conviction liable to a fine not exceeding one thousand rand or to imprisonment for a period not exceeding one year or to both that fine and imprisonment.

Seller to keep accounting records and purchaser or remote purchaser may perform obligations of owner or intermediary.

9. (1) Every person who has sold land under a contract shall keep in one of the official languages at his address referred to in section 20 such separate accounting records as are necessary to account for and fairly to reflect and explain the state of affairs of—

- (a) all moneys paid to him or on his behalf or for his benefit in respect of the contract;
- (b) the allocation if such moneys to the purchase price, interest and other charges owed to him under the contract;
- (c) the balance of the purchase price or any other amount owed to him under the contract;
- (d) the endowment, if any, to be made in terms of any law to any person in respect of the land;
- (e) the amount, if any, owing under any mortgage bond by which the land is encumbered;
- (f) the amount referred to in section 6 (1) (e), if any;
- (g) the amount, if any, owing under a deed of disposal referred to in section 6 (1) (j).

(2) When land has been sold under a contract or intermediate transaction—

- (a) the relevant purchaser or remote purchaser may, if the owner fails to fulfil his obligations to the holder of a mortgage bond over the land or if any seller fails to fulfil his obligations under the deed of disposal under which he acquired the right to claim transfer of the land, perform the obligations of the owner to the mortgagee concerned or of the seller under the relevant deed of disposal, as the case may be, and such performance shall be deemed to be a performance to the same extent by that purchaser or remote purchaser of his obligations to his seller, and at the same time, performance by such remote purchaser shall be deemed to be a performance to the same extent of the obligations of each seller between that remote purchaser and the owner or intermediary, as the case may be, whose obligations the remote purchaser performed;

- (b) the owner or seller or the estate of the owner or seller who has died or is an insolvent, shall not be entitled to recover from a purchaser or remote purchaser again any payment made in good faith by the purchaser or remote purchaser on behalf of the owner or seller to the mortgagee concerned or any seller.

Verbod op sekere kontrakte

8. (1) Niemand mag grond ingevolge 'n kontrak verkoop nie, tensy hy—

- (a) die eienaar van daardie grond is; of
- (b) 'n persoon is wat die reg om transport van die grond te eis ingevolge 'n beskikkingsakte regstreeks van die eienaar verkry het; of
- (c) 'n persoon is wat die reg om transport van die grond te eis ingevolge 'n intermediêre transaksie verkry het.

(2) Iemand wat grond in stryd met die bepalings van subartikel (1) verkoop, is skuldig aan 'n misdryf en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens een jaar of met beide daardie boete en gevangenisstraf.

Verkoper moet rekeningkundige rekords hou en koper of verwyderde koper kan verpligtings van eienaar of tussenpersoon nakom

9. (1) Elke persoon wat grond ingevolge 'n kontrak verkoop het, moet in een van die amptelike tale by sy adres bedoel in artikel 20 die aparte boeke en rekeningkundige rekords hou wat nodig is om behoorlik rekenskap te gee en die stand van sake redelik weer te gee en te verduidelik van—

- (a) alle gelde aan of namens hom of vir sy voordeel ten opsigte van die kontrak betaal;
- (b) die toedeling van sodanige gelde aan die koopprys, rente of ander kostes aan hom ingevolge die kontrak verskuldig;
- (c) die saldo van die koopprys of enige ander bedrag aan hom ingevolge die kontrak verskuldig;
- (d) die begiftiging of skenking, as daar is, wat kragtens die een of ander wet aan iemand ten opsigte van die grond gemaak moet word;
- (e) die bedrag, as daar is, verskuldig ingevolge enige verband waarmee die grond beswaar is;
- (f) die bedrag bedoel in artikel 6 (1) (e), as daar is;
- (g) die bedrag, as daar is, ingevolge 'n beskikkingsakte bedoel in artikel 6 (1) (j) verskuldig.

(2) Wanneer grond ingevolge 'n kontrak of intermediêre transaksie verkoop is—

- (a) kan die betrokke koper of verwyderde koper, indien die eienaar in gebreke bly om sy verpligtings teenoor die houer van 'n verband oor die grond na te kom of indien enige verkoper in gebreke bly om sy verpligtings na te kom kragtens 'n beskikkingsakte waarkragtens hy die reg verkry het om transport van die grond te eis, die verpligtings van die eienaar teenoor die betrokke verbandhouer of van die verkoper kragtens die betrokke beskikkingsakte, na gelang van die geval, nakom, en sodanige nakoming word geag in dieselfde mate as 'n nakoming te wees deur die koper of verwyderde koper van sy verpligtings teenoor sy verkoper, en terselfdertyd word nakoming deur so 'n verwyderde koper geag in dieselfde mate as 'n nakoming te wees van die verpligtings van elke verkoper tussen daardie verwyderde koper en die eienaar of tussenpersoon, na gelang van die geval, wie se verpligtings daardie verwyderde koper nagekom het;

- (b) het die eienaar of verkoper of die boedel van die eienaar of verkoper wat oorlede of 'n insolvent is, nie die reg om 'n betaling wat te goeder trou deur die koper of verwyderde koper namens die eienaar of verkoper aan die betrokke verbandhouer of enige verkoper gemaak het, weer op die koper te verhaal nie.

(3) Any purchaser or remote purchaser who has under and by virtue of subsection (2) made any payment which exceeds the amount due by him to his seller, may recover the excess from the owner or seller, as the case may be, on whose behalf that payment was made.

(4) Any seller who fails to comply with the provisions of subsection (1) or to balance the books and records referred to in that subsection at intervals of not more than six months, shall be guilty of an offence and upon conviction liable to a fine not exceeding R2 000 or to imprisonment for a period not exceeding two years or to both that fine and imprisonment.

(5) Any person to whom the rights of a seller under a contract have been ceded, shall be subject *mutatis mutandis* to the provisions of subsections (1) and (4) as if that person is the seller under the contract.

Calculation of interest and limitation of sum recoverable from purchaser

10. (1) When interest is payable under a contract, it shall be calculated not more often than monthly and not less often than quarterly, on the outstanding balance of the purchase price then owing under the contract.

(2) No seller shall in connection with a contract stipulate for, demand or receive interest at a rate which exceeds the prescribed rate.

(3) No seller shall in connection with a contract obtain judgment for or recover from a purchaser an amount exceeding the sum of—

(a) the purchase price and interest thereon owing to him by the purchaser in terms of the contracts;

(b) the costs for the payment of which the purchaser is liable in terms of an express provision in the contract and which have actually been incurred by the seller—

(i) in connection with the drafting of the contract;

(ii) in connection with the transfer of the land to the purchaser, provided such transfer has already taken place or is tendered against payment by the purchaser of the amount due;

(iii) after the date stated in the contract in terms of section 9 (1) (q), in respect of maintenance and repair of, rates and taxes and other local authority charges on the land or improvements thereon, and premiums on a policy taken out to insure the land;

(c) all costs which are actually incurred by him in connection with the recovery of the amount referred to in this subsection and are recoverable in terms of any provision of law from the purchaser; and

(d) mora interest.

(4) When the purchaser has paid in full the purchase price and interest thereon, no further interest shall be payable, other than mora interest on the costs referred to in subsections (3) (b) and (c), in respect of any period after the date upon which such costs became due.

(5) The provisions of subsection (3) shall not apply in respect of any contract rescinded because the purchaser, including any purchaser contemplated in subsection (6), or seller has resiled from that contract.

(3) 'n Koper of verwyderde koper wat kragtens subartikel (2) 'n betaling gemaak het wat die bedrag te bowe gaan wat deur hom aan sy verkoper verskuldig is, kan die verskil verhaal op die eienaar of verkoper, na gelang van die geval, namens wie daardie betaling gemaak is.

(4) 'n Verkoper wat in gebreke bly om aan die bepalings van subartikel (1) te voldoen of om die boeke en rekords in daardie subartikel bedoel by tussenpose van hoogstens ses maande af te sluit, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R2 000 of met gevangenisstraf vir 'n tydperk van hoogstens twee jaar of met beide daardie boete en gevangenisstraf.

(5) 'n Persoon aan wie die verkoper se regte ingevolge 'n kontrak gesedeer is, is onderworpe *mutatis mutandis* aan die bepalings van subartikels (1) en (4) asof daardie persoon die verkoper ingevolge die kontrak is.

Berekening van rente en beperking van som op koper verhaalbaar

10. (1) Wanneer rente ingevolge 'n kontrak betaalbaar is, word dit nie meer dikwels nie as maandeliks en nie minder dikwels nie as kwartaalliks, bereken op die uitstaande saldo van die koopprys wat dan kragtens die kontrak verskuldig is.

(2) 'n Verkoper beding, eis of ontvang nie rente met betrekking tot 'n kontrak teen 'n koers wat die voorgeskreve koers te bowe gaan nie.

(3) 'n Verkoper verkry nie 'n verband met 'n kontrak vonnis vir, of verhaal nie op 'n koper, 'n bedrag wat groter is nie as die som van—

(a) die koopprys en rente daarop ingevolge die kontrak aan hom deur die koper verskuldig;

(b) die koste vir die betaling waarvan die koper ingevolge 'n uitdruklike bepaling in die kontrak aanspreeklik is, en wat werklik deur die verkoper aangegaan is—

(i) in verband met die opstel van die kontrak;

(ii) in verband met die transport van die grond aan die koper, mits sodanige transport reeds geskied het of teen betaling deur die koper van die verskuldigde bedrag aangebied word;

(iii) na die datum ingevolge artikel 6 (1) (q) in die kontrak vermeld, ten opsigte van die instandhouding en herstel van, tariewe en belastings en ander plaaslike bestuursvorderings op die grond of verbeterings daarop, en premies van 'n polis uitgeenem ter versekering van die grond;

(c) alle koste wat werklik deur hom in verband met die invordering van die bedrag bedoel in hierdie subartikel aangegaan is en wat ingevolge 'n wetsbepaling op die koper verhaalbaar is; en

(d) moratore rente.

(4) Wanneer die koper die koopprys en rente daarop ten volle betaal het, is geen verdere rente betaalbaar nie, uitgesonderd moratore rente op kostes bedoel in subartikels (3) (b) en (c) ten opsigte van enige tydperk na die datum waarop sodanige kostes betaalbaar geword het.

(5) Die bepalings van subartikel (3) is nie van toepassing ten opsigte van 'n kontrak wat beëindig word omrede die koper, met inbegrip van 'n koper bedoel in subartikel (6), of verkoper uit daardie kontrak teruggetree het nie.

(6) Any stipulation in a contract in terms of which a purchaser is deemed on account of any act or omission on his part to have resiled from a contract by virtue of a *rouwkoop* stipulation, or any other stipulation with such import, shall be subject to the provisions of the Conventional Penalties Act, 1962 (Act 15 of 1962), as if that stipulation is a conventional penalty.

Copy of contract to purchaser and default of seller to furnish copy

11. (1) Within one month after the conclusion of a contract, the seller shall hand or tender to the purchaser or send to him by prepaid registered post to his address referred to in section 20, a copy thereof and the seller shall not be entitled to make any charge for the making of such copy or for complying with the provisions of this subsection.

(2) If the seller fails to comply with the provisions of subsection (1) and if he remains in default for more than 14 days to furnish a copy of the contract to the purchaser after the purchaser has requested him therefor in a letter sent to him by prepaid registered post to his address referred to in section 20, the purchaser shall not be liable for the payment of interest under the contract from the date of the conclusion thereof to the date of the receipt of a copy thereof by the purchaser.

Cession of an authority to collect periodical income

12. (1) (a) A cession of a right to payment of an amount payable periodically under a contract of service or towards the maintenance of any person, to secure any debt under a contract, shall be null and void; and

(b) an authority to receive or collect an amount referred to in paragraph (a) or any portion of such an amount, to secure a debt under a contract, shall at all times be revocable.

(2) The provisions of subsection (1) shall not apply to any cession or authority by an employee to or in favour of his employer to secure any debt in respect of housing which is provided by the employer to the employee.

Invalidity of certain provisions

13. (1) Any provision in a contract whereby—

(a) any person who acted on behalf of the seller in connection with the conclusion of the contract or the negotiations which preceded the conclusion of the contract, is appointed or deemed to have been appointed as the mandatory of the purchaser;

(b) the purchaser, if he fails to fulfil any obligation in terms of the contract, forfeits any claim in respect of necessary expenditure he has incurred, with or without the authority of the owner or seller of the land, in regard to the preservation of the land or any improvement thereon or in respect of any improvement which enhances the market value of the land and was effected by him on the land with the express or implied consent of the said owner or seller;

(c) the liability of the seller to indemnify the purchaser against eviction is restricted or excluded; or

(d) the purchaser binds himself in advance to agree to a delegation by the seller of his obligations under a contract;

shall be of no force or effect.

(6) Enige beding in 'n kontrak ingevolge waarvan 'n koper weens die een of ander doen of late aan sy kant geag word uit die kontrak terug te getree het uit hoofde van 'n roukoopbeding, of enige ander beding met sodanige strekking, is onderworpe aan die bepalings van die Wet op Strafbedinge, 1962 (Wet 15 van 1962), asof daardie beding 'n strafbeding is.

Afskrif van kontrak aan koper en versuim van koper om afskrif te verstrek

11. (1) Die verkoper moet binne een maand na die sluiting van 'n kontrak, 'n afskrif daarvan aan die koper oorhandig of aanbied of per vooruitbetaalde geregistreerde pos na sy adres bedoel in artikel 20 aan hom stuur, en die verkoper is nie geregtig om vergoeding te vra vir die maak van sodanige afskrifte of vir nakoming van die bepalings van hierdie subartikel nie.

(2) Indien die verkoper versuim om aan die bepalings van subartikel (1) te voldoen en indien hy vir langer as 14 dae in gebreke bly om 'n afskrif van die kontrak aan die koper te verstrek nadat die koper hom in 'n brief aan hom gestuur per vooruitbetaalde geregistreerde pos na sy adres bedoel in artikel 20 daarom versoek het, is die koper nie aanspreeklik nie vir die betaling van rente uit hoofde van die kontrak vanaf die datum van die sluiting daarvan tot die datum van die ontvangs van 'n afskrif daarvan deur die koper.

Sessie van en magtiging tot invordering van periodieke inkomste

12. (1) (a) 'n Sessie van 'n reg op betaling van 'n bedrag wat periodiek kragtens 'n dienskontrak of tot onderhoud van iemand betaalbaar is ter versekering van 'n skuld ingevolge 'n kontrak, is van nul en gener waarde; en

(b) 'n magtiging tot ontvangs of invordering van 'n bedrag bedoel in paragraaf (a) of 'n gedeelte van so 'n bedrag, ter versekering van 'n skuld ingevolge 'n kontrak, is te alle tye herroepbaar.

(2) Die bepalings van subartikel (1) is nie van toepassing op 'n sessie of magtiging deur 'n werknemer aan of ten gunste van sy werkewerter ter versekering van 'n skuld ten opsigte van behuising wat deur die werkewerter aan die werknemer verskaf word nie.

Ongeldigheid van sekere bepalings

13. (1) 'n Bepaling in 'n kontrak waardeur—

(a) iemand wat namens die verkoper opgetree het in verband met die sluiting van 'n kontrak of die onderhandelings wat die sluiting van die kontrak voorafgegaan het, aangestel word of geag word aangestel te wees as lashebber van die verkoper;

(b) die koper, indien hy versuim om 'n verpligting ingevolge die kontrak na te kom, 'n vordering verbeur ten opsigte van noodsaaklike uitgawes deur hom aangegaan, met of sonder magtiging van die eienaar of verkoper van die grond, met betrekking tot die bewaring van die grond of 'n verbetering daarop, of ten opsigte van 'n verbetering wat die markwaarde van die grond verhoog en deur hom op die grond met die uitdruklike of stilswyende toestemming van genoemde eienaar of verkoper aangebring is;

(c) die aanspreeklikheid van die verkoper om die koper teen uitwinning te vrywaar, beperk of uitgesluit word; of

(d) die koper homself by voorbaat bind om toe te stem tot 'n delegasie deur die verkoper van sy verpligtings ingevolge die kontrak; is van nul en gener waarde.

(2) Notwithstanding provisions to the contrary in any contract but subject to the provisions of sections 18 and 19 and provided the purchaser is not in default in respect of any instalment due in terms of the contract, no purchaser shall be obliged to take transfer of land if he is unable to obtain a loan for payment of the amount referred to in section 10 (3), on conditions as to the rate of interest and redemption which are not more onerous than the terms which at the time transfer is or is to be taken, apply in respect of a loan, secured by a first mortgage bond over land, which is granted by a building society.

(3) Any purchaser shall be obliged—

(a) to accept a mortgage bond over land which in terms of a contract has transferred to him for payment of the amount referred to in section 10 (3), which is arranged on his behalf by the seller or his mandatory, on conditions as to the rate of interest and redemption which are not more onerous than the terms which at the time transfer is to be taken, apply in respect of a loan, secured by a first mortgage bond over land, which is granted by a building society;

(b) to sign all documents required for purposes of the registration of the mortgage bond.

Statement of account

14. (1) While a contract is in force the seller shall once during every period of 12 months calculated from the date of the contract, hand to the purchaser a statement of account free of charge or send such statement by prepaid registered post to him at his address referred to in section 20.

(2) Any statement of account referred to in subsection (1) shall contain—

(a) the balance of the purchase price and other costs which at the date of the contract or of the last prior statement, as the case may be, was owing in terms of the contract;

(b) the interest and other charges which accrued in terms of the contract during the period covered by the statement;

(c) the allocation in respect of the purchase price, interest and other charges, separately, of the amounts paid in terms of the contract during the period covered by the statement;

(d) the balance of the purchase price and other charges owing in terms of the contract at the end of the period covered by the statement;

(e) the endowment, if any, which at the beginning and end of the period covered by the statement, is yet to be made in terms of any law to any person in respect of the land;

(f) the amount referred to in section 6 (1) (e), if any, payable at the beginning and end of the period covered by the statement, in respect of the land;

(g) the amount, if any, owing at the beginning and end of the period covered by the statement, in terms of the deed of disposal referred to in section 6 (1) (j).

(3) If in respect of any statement of account the seller fails to comply with the provisions of subsection (1) or (2) and if he remains in default for more than one month to furnish that statement of account to the purchaser after the purchaser has by letter sent to him by prepaid registered post at his address referred to in section 20 asked him therefor, the purchaser shall

(2) Ondanks andersluidende bepalings in 'n kontrak maar behoudens die bepalings van artikels 18 en 19 en mits die koper nie in versuim is ten opsigte van enige paaiemant wat ingevolge die kontrak betaalbaar is nie, is 'n koper nie verplig om transport van grond te neem nie, indien hy nie in staat is om 'n lening vir die betaling van die bedrag bedoel in artikel 10 (3) aan te gaan nie, op voorwaardes aangaande die rentekoers en delging wat nie swaarder is nie as die voorwaardes wat op die tydstip waarop transport geneem word of moet word, van toepassing is ten opsigte van 'n lening, verseker deur 'n eerste verband oor grond, wat deur 'n bouvereniging toegestaan word.

(3) 'n Koper is verplig om—

(a) vir betaling van die bedrag in artikel 10 (3) bedoel, 'n verband te aanvaar oor grond wat ingevolge 'n kontrak aan hom getransporteer moet word, wat namens hom deur die verkoper of sy lashebber gereël word, op voorwaardes aangaande rentekoers en delging wat nie swaarder is nie as die voorwaardes wat op die tydstip waarop transport geneem moet word, van toepassing is ten opsigte van 'n lening, verseker deur 'n eerste verband oor grond, wat deur 'n bouvereniging toegestaan word;

(b) alle dokumente te onderteken wat vir doel-eindes van die registrasie van die verband vereis word.

Rekeningstaat

14. (1) Terwyl 'n kontrak van krag is moet die verkoper ten minste een maal gedurende elke tydperk van 12 maande bereken vanaf die datum van die kontrak, 'n gratis rekeningstaat aan die koper oorhandig of per vooruitbetaalde geregistreerde pos by sy adres bedoel in artikel 20 aan hom stuur.

(2) 'n Rekeningstaat beoog in subartikel (1) bevat—

(a) die saldo van die koopprys en ander koste wat ingevolge die kontrak op die datum van die kontrak of van die vorige staat, na gelang van die geval, verskuldig was;

(b) die rente en ander koste wat gedurende die tydperk deur die staat gedeck, ingevolge die kontrak opgeloop het;

(c) die toewysing ten opsigte van die koopprys, rente en ander koste afsonderlik, van bedrae wat gedurende die tydperk deur die staat gedeck, ingevolge die kontrak betaal is;

(d) die saldo van die koopprys en ander koste wat aan die einde van die tydperk deur die staat gedeck, ingevolge die kontrak verskuldig is;

(e) die begiftiging of skenking, as daar is, wat aan die begin en einde van die tydperk deur die staat gedeck, kragtens die een of ander wet aan iemand ten opsigte van die grond nog gemaak moet word;

(f) die bedrag bedoel in artikel 6 (1) (e), as daar is, wat aan die begin en einde van die tydperk deur die staat gedeck, ten opsigte van die grond betaalbaar is;

(g) die bedrag, as daar is, wat aan die begin en einde van die tydperk deur die staat gedeck, ingevolge die beskikkingsakte bedoel in artikel 6 (1) (j) verskuldig is.

(3) Indien 'n verkoper ten opsigte van 'n rekeningstaat versuim om aan die bepalings van subartikel (1) of (2) te voldoen en hy vir langer as een maand in gebreke bly om daardie staat aan die koper te verskaf nadat die koper hom per vooruitbetaalde geregistreerde pos by sy adres bedoel in artikel 20 daarom versoek het, is die koper nie aanspreeklik nie vir die betaling

not be liable for the payment of interest under the contract from the date on which the said one month expires to the date of the receipt by the purchaser of the statement of account concerned.

Right of purchaser to accelerate payments, and claim transfer of land

15. The purchaser shall at all times be entitled—

- (a) to make a payment before the due date on which it has to be made in terms of the contract; or
- (b) to make larger payments than the payments for which the contract provides; or
- (c) to claim transfer of land against simultaneous payment of the amount referred to in section 10 (3) and, if applicable, after the date or event referred to in section 6 (1) (t).

Direct transfer of land to remote purchaser

16. (1) Any remote purchaser shall, notwithstanding the provisions of any law to the contrary but subject to the provisions of section 12 of the Transfer Duty Act, 1949 (Act 40 of 1949), be entitled to claim transfer of the land from the owner direct to himself provided—

- (a) he has fulfilled his obligations under the contract;
- (b) the obligations of every intermediary between the relevant owner and the remote purchaser in terms of the relevant intermediate transactions have been fulfilled;
- (c) one of those intermediaries is an insolvent; and
- (d) the intermediary who acquired the right to transfer of the land under a deed of disposal in terms of which the owner disposed of the land, has an immediately enforceable right to claim transfer of the land to himself or his estate.

(2) The recital in the deed of transfer of the existence in the relevant case of any fact or facts referred to in subsection (1) (a), (b), (c) or (d), and any particulars thereof, shall, if certified to be correct by a conveyancer, be deemed to be correct unless the contrary is proved.

(3) Any remote purchaser shall forthwith notify the owner of the conclusion of the relevant contract.

(4) Within two months after the conclusion of an intermediate transaction, the intermediary shall hand to the remote purchaser or send to him by prepaid registered post the receipt for transfer duty payable in respect of the deed of disposal under which he and any other preceding intermediary concerned had acquired the right to claim transfer of the land.

(5) If an intermediary fails to comply with the provisions of subsection (4) and if, after the remote purchaser has requested him by prepaid registered post at his address referred to in section 20 to furnish the remote purchaser with the said receipts for transfer duty, he still remains in default to do so for more than 14 days, the remote purchaser shall, in respect of the period from the conclusion of the relevant contract to the date of the receipt of the transfer duty receipts by the remote purchaser, not be liable for payment of interest in terms of the relevant contract.

(6) The remote purchaser who, in order to obtain transfer of land, pays the transfer duty and transfer costs which are payable by the intermediary or any

van rente uit hoofde van die kontrak vanaf die datum waarop bedoelde een maand verstrek tot die datum van ontvangs deur die koper van die betrokke rekeningstaat.

Reg van koper om betalings te vervroeg, en transport van grond te eis

15. Die koper is te alle tye geregtig—

- (a) om 'n betaling te maak voor die vervaldag waarop dit ingevolge die kontrak gemaak moet word; of
- (b) om groter betalings te maak as dié waarvoor die kontrak voorsiening maak; of
- (c) om transport van die grond te eis teen gelyktydige betaling van die bedrag bedoel in artikel 10 (3) en, indien van toepassing, na die datum of gebeurtenis in artikel 6 (1) (t) bedoel.

Transport van grond regstreeks aan verwyderde koper, en delegasie van verpligtings ingevolge kontrak

16. (1) 'n Verwyderde koper is geregtig om, ondanks andersluidende bepalings van die een of ander wet maar behoudens die bepalings van artikel 12 van die Wet op Hereregte, 1949 (Wet 40 van 1949), transport van die grond van die eienaar regstreeks aan homself te eis mits—

- (a) hy sy verpligtings ingevolge die kontrak nagekom het;
- (b) die verpligtings van elke tussenpersoon tussen die betrokke eienaar en die verwyderde koper ingevolge die betrokke intermediaire transaksies nagekom is;
- (c) een van daardie tussenpersone 'n insolvent is; en
- (d) die tussenpersoon wat die reg op transport van die grond verkry het kragtens 'n beskikkingsakte ingevolge waarvan die eienaar oor die grond beskik het, 'n onmiddellik afdwingbare reg het om transport van die grond aan homself of sy boedel te eis.

(2) Die vermelding in die betrokke akte van transport van 'n relevante feit of feite beoog in subartikel (1) (a), (b), (c) of (d), en van besonderhede daarvan, word, indien deur 'n transportbesorger as juis gewaarmerk, geag juis te wees tensy die teendeel bewys word.

(3) 'n Verwyderde koper stel die eienaar onverwyld in kennis van die aangaan van die betrokke kontrak.

(4) Binne twee maande na die aangaan van 'n intermediaire transaksie, oorhandig die tussenpersoon of stuur hy per vooruitbetaalde geregistreerde pos aan die verwyderde koper die kwitansie vir hereregte wat betaalbaar is ten opsigte van die beskikkingsakte waaraan kragtens hy en enige ander voorafgaande betrokke tussenpersoon die reg verkry het om transport van die grond te eis.

(5) Indien 'n tussenpersoon in gebreke bly om aan die bepalings van subartikel (4) te voldoen en indien hy, nadat die verwyderde koper hom per vooruitbetaalde geregistreerde pos by sy adres bedoel in artikel 20 gevra het om genoemde hereregtewitansies aan die verwyderde koper te verstrek, nog in gebreke bly vir meer as 14 dae om dit te doen, is die verwyderde koper ten opsigte van die tydperk vanaf die aangaan van die betrokke kontrak tot die datum waarop die hereregtewitansies deur die verwyderde koper ontvang word nie aanspreeklik vir die betaling van rente ingevolge die betrokke kontrak nie.

(6) Die verwyderde koper wat, ten einde transport van grond te verkry, die hereregte en koste van transport betaal wat deur die tussenpersoon of 'n voor-

predecessor of the intermediary, may recover the amounts so paid from the intermediary or the predecessor concerned.

(7) If any seller delegates his obligations in terms of a contract to another person, hereinafter referred to as the assignee, such delegation shall be deemed to be a power of attorney to the assignee to transfer the land in accordance with the conditions of the contract to the purchaser, and the assignee may appoint a conveyancer to execute the deed of transfer.

Limitation of right of seller to take action

17. (1) No seller shall, by reason of any failure on the part of the purchaser to fulfil an obligation under a contract, be entitled to enforce any provision of the contract for the acceleration of the payment of any instalment of the purchase price, to terminate the contract or to institute an action for damages, unless he has by letter informed the purchaser of the failure in question and made demand to the purchaser to carry out the obligation in question, and the purchaser has failed to comply with such demand.

(2) A notice referred to in subsection (1) shall be handed or tendered to the purchaser personally or shall be sent to him by prepaid registered post to his address referred to in section 20 and shall contain—

(a) a description of the obligation the purchaser has failed to fulfil;

(b) a demand that the purchaser fulfil the obligation in question within a stated period which, subject to the provisions of subsection (3), shall not be less than 30 days; and

(c) an indication of the steps the seller intends to take if the obligation in question is not fulfilled.

(3) If the seller in the same calendar year has so handed, tendered or sent to the purchaser two notices referred to in subsection (1) at intervals of more than 30 days, he may in any subsequent notice so handed, tendered or sent in such calendar year, make demand to the purchaser to carry out his obligation within a period of not less than seven days.

(4) Subsection (1) shall not be so construed that the seller is prevented from taking steps to protect the land and improvements thereon or, without or despite giving notice as required by that subsection, from claiming specific performance.

Purchaser to be notified to take transfer of land when such land is attached or the owner becomes an insolvent.

18. (1) When the owner of land which as far as he may be aware has been sold in terms of a contract becomes an insolvent or a judgement creditor of the owner attaches such land by virtue of a writ in execution—

(a) that owner shall, within seven days, inform his trustee, liquidator or judgement creditor, as the case may be, of the name and address of each person who as far as may be known to him, purchased that land in terms of a contract;

(b) the trustee, executor, liquidator or judgement creditor concerned shall as soon as may be practicable notify every such person, subject to the provisions of section 19 (3), to take transfer of the land in question.

ganger van die tussenpersoon verskuldig is, kan die aldus betaalde bedrae op die tussenpersoon of die betrokke voorganger verhaal.

(7) Indien 'n verkoper sy verpligtings ingevolge 'n kontrak deleger aan 'n ander persoon, hieronder dieregsverkrygende genoem, word sodanige delegasie geag 'n volmag aan dieregsverkrygende te wees om die grond ooreenkomsdig die voorwaardes van die kontrak aan die koper te transporteer, en kan dieregsverkrygende 'n transportbesorger aanstel om die transportakte te verly.

Beperking op verkoper se reg om stappe te doen

17. (1) Geen verkoper is, weens 'n versuim deur die koper om 'n verpligting kragtens 'n kontrak na te kom, geregtig om 'n bepaling van 'n kontrak vir die vroeging van die betaling van 'n paaiem van die koopprys af te dwing, die kontrak te beëindig of om 'n aksie om skadevergoeding in te stel nie, tensy hy per brief die koper van die betrokke versuim kennis gegee het en van die koper geeis het dat hy die betrokke verpligting moet nakom, en die koper in gebreke gelyk het om die betrokke verpligting na te kom.

(2) 'n Kennisgewing bedoel in subartikel (1) word aan die koper persoonlik oorhandig of aangebied of per vooruitbetaalde geregistreerde pos aan hom gestuur na sy adres bedoel in artikel 20 en bevat—

(a) 'n beskrywing van die verpligting wat die koper versuim het om na te kom;

(b) 'n eis dat die koper die betrokke verpligting moet nakom binne 'n vermelde tydperk wat, behoudens die bepaling van subartikel (3), nie minder as 30 dae mag wees nie; en

(c) 'n aanduiding van die stappe wat die verkoper voornemens is om te doen indien die betrokke verpligting nie nagekom word nie.

(3) Indien die verkoper twee kennisgewings in subartikel (1) bedoel in dieselfde kalenderjaar by tussenpose van meer as 30 dae aldus aan die koper oorhandig, aangebied of gestuur het, kan hy in 'n daaropvolgende kennisgewing wat in daardie kalenderjaar aldus aan die koper oorhandig, aangebied of gestuur word, van die koper eis dat hy sy verpligting binne 'n tydperk van minstens sewe dae moet nakom.

(4) Subartikel (1) word nie so uitgelê dat 'n verkoper verhoed word om stappe te doen om die grond en verbeterings daarop te beskerm of om, sonder of ondanks kennisgewings soos in genoemde subartikel vereis, spesifieke nakoming te eis nie.

Koper moet aangesê word om transport van grond te neem indien daarop beslag gelê word of die eienaar 'n insolvent word

18. (1) Wanneer die eienaar van grond wat na sy wete ingevolge 'n kontrak verkoop is 'n insolvent word of 'n vonnisskuldeiser van die eienaar op sodanige grond ingevolge 'n lasbrief vir eksekusie beslag gelê het—

(a) moet daardie eienaar sy kurator, likwidateur of vonnisskuldeiser, na gelang van die geval, binne sewe dae in kennis stel van die naam en adres van elke persoon wat sover aan hom bekend, die betrokke grond ingevolge 'n kontrak gekoop het; en

(b) moet die betrokke kurator, eksekuteur, likwidateur of vonnisskuldeiser bedoelde persone so gou doenlik aansê om, behoudens die bepaling van artikel 19 (3), transport van die betrokke grond te neem.

(2) The notification contemplated in subsection (1) (b) shall be given by notice in writing handed or tendered to the person concerned or sent to him by prepaid registered post to his address, or if the address of any such person is not known, by two consecutive notices in a newspaper circulating in the district in which the land is situated and by notice in the *Gazette*.

(3) Any trustee, executor, liquidator or judgement creditor contemplated in subsection (1) (b)—

(a) who fails in good faith to hand, tender or send a notice referred to in subsection (2) to a purchaser in accordance with that subsection, shall not merely by reason of such failure incur any liability towards the purchaser concerned; and

(b) shall, unless the contrary is proved, be deemed not to have failed in good faith if it is evident that—

(i) due notice in accordance with the provisions of subsection (1) (a) had been given to him in respect of the purchaser in question; or

(ii) he had not taken trouble to obtain the name and address of the purchaser in question.

(4) Any owner who wilfully or negligently fails to comply with the provisions of subsection (1) (a), shall be guilty of an offence and upon conviction liable to a fine not exceeding R1 000 or to imprisonment for a period not exceeding one year or to both that fine and imprisonment.

Transfer of land to purchaser when such land is attached or the owner becomes an insolvent

19. (1) When the owner of land sold under a contract becomes an insolvent or a judgement creditor of the owner attaches such land by virtue of a writ in execution, that land shall be transferred to any person who purchased that land under a contract and, in accordance with the provisions of subsection (2), makes arrangements for the payment of all costs in connection with the transfer and of an amount equal to—

(a) the outstanding balance owing under the deed of disposal in terms of which that owner disposed of the land; or

(b) the sum of—

(i) the cost of the notice under section 18 (1) (b);

(ii) the costs of attachment or, in the case of an insolvent, such sequestration and administration costs contemplated in section 89 (1) of the Insolvency Act, 1936 (Act 24 of 1936), as relate to the land;

(iii) any endowment yet to be made in terms of any law to any person in respect of the land; and

(iv) if the land is encumbered by a mortgage bond and, in the case of an insolvent, subject to the provisions of the said Insolvency Act, the amount referred to in section 6 (1) (e), including interest to date of transfer;

whichever of the two amounts contemplated in paragraph (a) or (b) may be the larger, and for the signing of all documents required in connection with transfer.

(2) Die aanseggig in subartikel (1) (b) beoog, geskied by skriftelike kennisgewing oorhandig of aangebied aan die betrokke koper of per vooruitbetaalde geregisterde pos aan hom na sy adres gestuur of, indien die adres van 'n koper nie bekend is nie, by twee agtereenvolgende kennisgewings in 'n koerant in omloop in die distrik waarin die betrokke grond geleë is en by kennisgewing in die *Staatskoerant*.

(3) 'n Kurator, eksekuteur, likwidateur of vonnisskuldeiser bedoel in subartikel (1) (b)—

(a) wat te goeder trou in gebreke bly om 'n kennisgewing bedoel in subartikel (2) ooreenkomsdig die bepalings van daardie subartikel aan 'n koper te oorhandig, aan te bied of te stuur, doen nie bly om daardie rede enige aanspreeklikheid jeens die betrokke koper op nie; en

(b) word, tensy die teendeel bewys word, geag nie te goeder trou aldus in gebreke te gebly het nie indien dit blyk dat—

(i) behoorlike kennisgewing ooreenkomsdig die bepalings van subartikel (1) (a) ten opsigte van die betrokke koper aan hom gegee is; of

(ii) hy nie moeite gedoen het om die naam en adres van die betrokke koper te bekom nie.

(4) 'n Eienaar wat opsetlik of nalatiglik in gebreke bly om aan die bepalings van subartikel (1) (a) te voldoen, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens een jaar of met beide daardie boete en gevangenisstraf.

Transport van grond aan koper wanneer daarop beslag gelê word of die eienaar 'n insolvent word

19. (1) Wanneer die eienaar van grond wat ingevolge 'n kontrak verkoop is 'n insolvent word of 'n vonnisskuldeiser van daardie eienaar op sodanige grond ingevolge 'n lasbrief vir eksekusie beslag gelê het, moet daardie grond getransporteer word aan 'n persoon wat daardie grond ingevolge 'n kontrak gekoop het en wat, ooreenkomsdig die bepalings van subartikel (2), reëlings tref vir die betaling van alle koste in verband met die transport en van 'n bedrag gelykstaande aan—

(a) die uitstaande saldo wat verskuldig is kragtens die beskikkingsakte ingevolge waarvan daardie eienaar oor die grond beskik het; of

(b) die som van—

(i) die koste van die kennisgewing ingevolge artikel 18 (1) (b);

(ii) die koste van die beslaglegging of, in die geval van 'n insolvent, die sekwestrasie- en administrasiekoste beoog in artikel 89 (1) van die Insolvencieswet, 1936 (Wet 24 van 1936), wat op die grond betrekking het;

(iii) die begiftiging of skenking wat kragtens die een of ander wet nog ten opsigte van die grond aan iemand gemaak moet word; en

(iv) indien die grond met 'n verband beswaar is en, in die geval van 'n insolvent, behoudens die bepalings van genoemde Insolvencieswet, die bedrag in artikel 6 (1) (e) bedoel, met inbegrip van rente tot die datum van transport;

watter een van die twee bedrae beoog in paragraaf (a) of (b) ook al die grootste is, en vir die ondertekening van alle dokumente wat in verband met transport vereis word.

(2) (a) The arrangements contemplated in subsection (1) shall be made by the person concerned—

(i) if the land was attached, before the land is sold in execution and, as the case may be, to the satisfaction of the deputy sheriff or messenger of the court concerned; and

(ii) if the owner of the land is an insolvent and subject to the provisions of paragraph (b), within such period as his trustee, executor or liquidator, as the case may be, may allow which period shall not be less than six months, to the satisfaction of such trustee, executor or liquidator, as the case may be.

(b) If the trustee, executor or liquidator refuses or fails to accept any offer by a purchaser in respect of arrangements contemplated in subsection (1), the purchaser may appeal to the Master of the Supreme Court under whose supervision the insolvent is being wound up or his estate is being sequestrated, and the decision of the Master in respect of the matter shall be final.

(3) If more than one purchaser is prepared and able to take transfer in accordance with the provisions of subsection (1), the land shall be transferred to the purchaser who first entered into a contract in respect of the land.

(4) When land is transferred to a remote purchaser in accordance with the provisions of subsection (1), the provisions of sections 16 (1) (a) and (b) and (2) shall apply *mutatis mutandis* in respect of the transfer of the land to the remote purchaser, and the transfer shall be effected by the deputy sheriff, messenger of the court, trustee, executor or liquidator, as the case may be, as if it is a transfer *mutatis mutandis* by virtue of a sale in execution or the realisation of an immovable asset of an insolvent.

(5) If any person by virtue of arrangements made by him in terms of subsection (1) has paid a larger amount than the balance outstanding referred to subsection (1) (a), he shall, subject to any claim he may have in terms of sections 9 (3) and 16 (6), have a concurrent claim against the relevant owner for the difference between the two amounts.

(6) If no satisfactory arrangement is made in terms of subsection (1), the land shall be realised for the benefit of the owner or his estate.

Addresses of purchaser and seller

20. The addresses stated in any contract in terms of section 6 (1) (a) shall serve as *domicilium citandi et executandi* of the parties for all purposes of the contract, and notice of a change of such an address shall be given in writing and shall be delivered or sent by prepaid registered post by one party to the other, in which case such changed address shall serve as such *domicilium citandi et executandi* of the party who has given such notice.

Relief that court may grant in respect of contracts

21. (1) Notwithstanding the provisions of any law to the contrary but subject to any other powers that any court may have, if a contract does not substantially comply with any one of the provisions of sections 5, 6, 7 (3), 8, 10 or 13, a court within whose area of jurisdiction the land referred to in the contract is situated, shall, if appropriate proceedings are instituted

(2) (a) Die reëlings beoog in subartikel (1) moet deur die betrokke persoon getref word—

(i) indien daar op die grond beslag gelê is, voor dat die grond in eksekusie verkoop word en, na gelang van die geval, tot bevrediging van die betrokke adjunk-balju of geregsbode; en

(ii) indien die eienaar van die grond 'n insolvent is en behoudens die bepalings van paragraaf (b), binne sodanige tydperk as wat sy kurator, eksekuteur of likwidateur, na gelang van die geval, mag toestaan en wat nie minder as ses maande mag wees nie, tot bevrediging van die betrokke kurator, eksekuteur of likwidateur, na gelang van die geval.

(b) Indien 'n kurator, eksekuteur of likwidateur weier of in gebreke bly om 'n aanbod deur 'n koper ten opsigte van reëlings beoog in subartikel (1) te aanvaar, kan die koper hom op die Meester van die Hoogereghof beroep onder wie se toesig die insolvent gelikwideer of sy boedel beredder word, en die beslissing van die Meester ten opsigte van die aangeleentheid is afdoende.

(3) Indien meer as een koper bereid en in staat is om transport ooreenkomstig die bepalings van subartikel (1) te neem, word die grond getransporteer aan die koper wat eerste 'n kontrak ten opsigte van die grond aangegaan het.

(4) Wanneer grond ooreenkomstig die bepalings van subartikel (1) aan 'n verwyderde koper getransporteer word, geld die bepalings van artikels 16 (1) (a) en (b) en (2) *mutatis mutandis* ten opsigte van die transport van die grond aan die verwyderde koper, en die transport word deur die betrokke adjunk-balju, geregsbode, kurator, eksekuteur of likwidateur, na gelang van die geval, uitgevoer asof dit *mutatis mutandis* 'n transport is uit hoofde van 'n verkoop in eksekusie of die tegeldmaking van 'n onroerende bate van 'n insolvent.

(5) Indien 'n persoon uit hoofde van reëlings wat hy kragtens subartikel (1) getref het, meer betaal het as die uitstaande saldo in subartikel (1) (a) bedoel, het hy, behoudens enige vordering wat hy ingevolge artikel 9 (3) of 16 (6) mag hê, 'n konkurrante eis teen die betrokke eienaar vir die verskil tussen die twee betrokke bedrae.

(6) Indien geen bevredigende reëlings ingevolge subartikel (1) getref word nie, moet die grond ten bate van die eienaar of sy boedel te gelde gemaak word.

Adresse van koper en verkoper

20. Die adresse wat ingevolge artikel 6 (1) (a) in 'n kontrak vermeld word, dien as *domicilium citandi et executandi* van die partye vir alle doeleindes van die kontrak, en 'n kennisgewing van 'n verandering van so 'n adres moet skriftelik gegee en aangelever of per vooruitbetaalde geregistreerde pos deur die een party aan die ander gestuur word, in watter geval sodanige veranderde adres dien as *domicilium citandi et executandi* van die party wat sodanige kennisgewing gegee het.

Regshulp wat hof met betrekking tot kontrakte kan verleen

21. (1) Indien 'n kontrak nie wesenlik aan die een of ander bepaling van artikel 5, 6, 7 (3), 8, 10 of 13 voldoen nie, is 'n hof binne wie se regsgebied die grond genoem in die kontrak geleë is, ondanks andersluidende wetsbepalings maar behoudens enige ander bevoegdheid wat 'n hof besit, bevoeg om, indien 'n

by the purchaser within a period of two years from the date upon which the contract was entered into, be competent—

- (a) to reduce the rate of interest payable by the purchaser in terms of the contract to such rate as it may deem just and equitable in the circumstances;
- (b) to order an amendment to the contract in order to bring it in accordance with the provisions of the Act;
- (c) to declare the contract to be void *ab initio*; or
- (d) to grant such alternative relief as it may deem fit.

(2) A court within whose area of jurisdiction land sold under a contract is situated, may, on the application of the purchaser who, by reason of the fact that any person failed to sign a document relating to the payment of transfer duty in respect of or transfer of such land, is unable to obtain transfer of such land, order the deputy sheriff or messenger of the court concerned, as the case may be, to sign on behalf of any such person any such document, subject to such conditions as the court may determine.

(3) A magistrate's court shall have jurisdiction to grant any relief contemplated in subsection (1) or (2).

Evidence

22. If in any proceedings it is alleged that land sold under a contract is used or is intended to be used for residential purposes, it shall be presumed that the said land is so used or is intended to be so used until the contrary has been proved.

CHAPTER III GENERAL PROVISIONS

Rights of purchaser who has partially paid the purchase price of land

23. (1) Any purchaser who in terms of a deed of disposal has undertaken to pay the purchase price of land in specified instalments over a period in the future and who has paid to the seller in such instalments not less than 50 per cent of the purchase price, shall be entitled to demand from the seller transfer of the land on condition that simultaneously with the registration of the transfer, there shall be registered in favour of the seller a first mortgage bond over the land to secure the balance of the purchase price and interest in terms of the deed of disposal.

(2) The conditions as to the rate of interest and redemption as well as other conditions of the mortgage bond contemplated in subsection (1) shall not be more onerous than the conditions which applied in respect of the deed of disposal.

(3) If for whatever reason the seller is unable, fails or refuses to give transfer within three months of the receipt of the demand referred to in subsection (1), the purchaser may, subject to the provisions of section 25, rescind from the transaction and the relevant deed of disposal shall then be void *ab initio*.

(4) The provisions of this section shall not apply in respect of a deed of disposal in terms of which the State is the seller.

gepaste geding deur die koper ingestel word binne 'n tydperk van twee jaar vanaf die datum waarop die kontrak aangegaan is—

- (a) die rentekoers deur die koper ingevolge die kontrak betaalbaar, tot die koers te verminder wat die hof in die omstandighede regverdig en billik ag;
- (b) die kontrak te wysig om dit in ooreenstemming met die bepalings van die Wet te bring;
- (c) die kontrak van die begin af ongeldig te verklaar;
- (d) die alternatiewe regshulp te verleen wat hy goedvind.

(2) 'n Hof binne wie seregsgebied grond geleë is wat kragtens 'n kontrak verkoop is, kan op aansoek van 'n koper wat, weens die feit dat iemand in gebreke gebly het om 'n dokument te onderteken wat betrekking het op die betaling van hereregte ten opsigte van of transport van daardie grond, nie in staat is om transport van daardie grond te verkry nie, die adjunkbalju of geregsbode, na gelang van die geval, gelas om daardie dokument, onderworpe aan die voorwaardes wat die hof bepaal, namens so iemand te onderteken.

(3) 'n Landdroshof is bevoeg om enige regshulp beoog in subartikel (1) of (2) te verleen.

Bewyslewering

22. Indien in 'n geding beweer word dat grond wat kragtens 'n kontrak verkoop is, vir woondoeleindes gebruik word of bestem is om vir woondoeleindes gebruik te word, word vermoed dat bedoelde grond aldus gebruik word of bestem is aldus gebruik te word totdat die teendeel bewys is.

HOOFSTUK III ALGEMENE BEPALINGS

Regte van koper wat die koopprys van grond gedeeltelik betaal het

23. (1) 'n Koper wat ingevolge 'n beskikkingsakte onderneem het om die koopprys van grond in bepaalde paaiemente oor 'n tydperk in die toekoms te betaal en wat aan die verkoper minstens 50 persent van die koopprys in sodanige paaiemente betaal het, is geregtig om van die verkoper transport van die grond te eis op voorwaarde dat daar gelykydig met die registrasie van die transport 'n eerste verband ten gunste van die verkoper oor die grond geregistreer word om die saldo van die koopprys en rente volgens die beskikkingsakte te verseker.

(2) Die voorwaardes aangaande die rentekoers en delging asook ander voorwaardes van 'n verband beoog in subartikel (1) mag nie swaarder wees as die voorwaardes wat ten opsigte van die betrokke beskikkingsakte gegeld het nie.

(3) Indien die verkoper om watter rede ook al nie in staat is nie, in gebreke bly of weier om transport van die betrokke grond te gee binne drie maande na ontvangs van 'n eis in subartikel (1) bedoel, kan die koper, behoudens die bepalings van artikel 25, uit die transaksie terugtree en die beskikkingsakte is dan van die begin af nietig.

(4) Die bepalings van hierdie artikel geld nie ten opsigte van 'n beskikkingsakte ingevolge waarvan die Staat die verkoper is nie.

Restriction on the receipt of consideration by virtue of certain deeds of disposal

24. (1) No person shall by virtue of a deed of disposal receive any consideration of whatever nature before he is able to give transfer of the land against simultaneous payment of the purchase price in terms of the deed of disposal.

(2) Any person who in conflict with the provisions of subsection (1) receives any consideration by virtue of a deed of disposal, shall be guilty of an offence and liable on conviction to a fine not exceeding R1 000 or to imprisonment for a period not exceeding one year or to both that fine and imprisonment.

(3) For purposes of this section, consideration excludes any payment made by a purchaser by virtue of a deed of disposal for the benefit of a seller to an attorney practising on his own account or as a partner in a firm of attorneys or as member of a professional company and who in the course of his activities as a practising attorney receives and keeps such payment on behalf of that purchaser in his trust account while that seller is unable to give transfer as contemplated in subsection (1) to the purchaser.

Consequences of certain deeds of disposal which do not comply with certain provisions of the Act, or are void or are rescinded.

25. (1) Subject to the provisions of subsection (2), the purchaser or seller who has performed partially or in full in terms of a deed of disposal which does not substantially comply with the provisions of section 2 (1) or is void by virtue of the provisions of section 23 (3), or in terms of a contract which is rescinded or is void for any reason other than because the purchaser or seller has resiled as contemplated in section 10 (5), shall be entitled to claim from the other party that which he has performed under the deed of disposal or contract, and—

(a) the purchaser may in addition also recover from the seller—

(i) interest at the prescribed rate on any payment made under the deed of disposal or contract from the date of the payment to the date of recovery;

(ii) a reasonable compensation for any necessary expenditure he has incurred, with or without the authority of the owner or seller of the land, in regard to the preservation of the land or any improvement thereon or in respect of any improvement which enhances the market value of the land and was effected by him on the land with the express or implied consent of the said owner or seller; and

(b) the seller may in addition also claim from the purchaser—

(i) a reasonable compensation for the occupation, use or enjoyment the purchaser may have had of the land;

(ii) compensation for any damages caused wilfully or negligently to the land by the purchaser or any person for the actions of whom the purchaser may be liable delictually.

(2) The provisions of subsection (1) shall not apply, and any deed of disposal or contract referred to in that subsection shall in all respects be valid *ab initio* if the purchaser has paid in full the purchase price

Beperking op ontvangs van teenprestasie uit hoofde van sekere beskikkingsakte

24. (1) Niemand mag uit hoofde van 'n beskikkingsakte enige teenprestasie van watter aard ook al ontvang nie, alvorens hy in staat is om teen gelyktydige betaling van die koopprys ingevolge die beskikkingsakte, transport van die betrokke grond te gee nie.

(2) Iemand wat in stryd met die bepalings van subartikel (1) 'n teenprestasie uit hoofde van 'n beskikkingsakte ontvang, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R1 000 of met gevangenisstraf vir 'n tydperk van hoogstens een jaar of met beide daardie boete en gevangenisstraf.

(3) By die toepassing van hierdie artikel beteken teenprestasie nie ook 'n betaling nie wat deur 'n koper gemaak word uit hoofde van 'n beskikkingsakte vir die voordeel van 'n verkoper aan 'n prokureur wat vir eie rekening of as vennoot in 'n prokureursfirma of as lid van 'n professionele maatskappy praktiseer en wat in die loop van sy werkzaamhede as praktiserende prokureur sodanige betaling ontvang en hou namens daardie koper in sy trustrekening terwyl daardie verkoper nie in staat is om transport soos beoog in subartikel (1) aan die koper te gee nie.

Gevolge van beskikkingsakte wat nie aan sekere bepalings van die Wet voldoen nie, nietig is of beëindig word

25. (1) Behoudens die bepalings van subartikel (2), het die koper of verkoper wat gedeeltelik of in sy geheel presteer het kragtens 'n beskikkingsakte wat nie wesenlik aan die bepalings van artikel 2 (1) voldoen nie of uit hoofde van die bepalings van artikel 23 (3) nietig is, of kragtens 'n kontrak wat beëindig word of nietig is om enige rede anders as omrede die koper of verkoper soos beoog in artikel 10 (5) teruggetree het, die reg om dit wat hy kragtens die beskikkingsakte of kontrak presteer het van sy teenparty te eis, en—

(a) die koper kan bykomend ook van die verkoper vorder—

(i) rente teen die voorgeskrewe koers op enige betaling wat hy kragtens die beskikkingsakte of kontrak gemaak het, bereken vanaf die datum van betaling tot die datum van terugvordering;

(ii) 'n redelike vergoeding vir enige noodsaaklike uitgawes deur hom aangegaan, met of sonder magtiging van die eienaar van die grond of die verkoper, met betrekking tot die bewaring van die grond of 'n verbetering daarop, of ten opsigte van 'n verbetering wat die markwaarde van die grond verhoog en deur hom op die grond met die uitdruklike of stilswyende toestemming van genoemde eienaar of die verkoper aangebring is; en

(b) die verkoper kan ook bykomend van die koper vorder—

(i) 'n redelike vergoeding vir die okkupasie, gebruik of genot van die grond wat die koper mag gehad het;

(ii) vergoeding vir enige skade wat opsetlik of nalatiglik deur die koper of iemand vir wie se dade die koper aanspreeklik is, aan die grond veroorsaak is.

(2) Die bepalings van subartikel (1) geld nie, en 'n beskikkingsakte of kontrak beoog in daardie subartikel is in alle opsigte van die begin af geldig indien die koper die koopprys ten volle betaal het wat kragtens

due in terms of the deed of disposal or contract and the land in question has been transferred to the purchaser or a remote purchaser.

Waiver of rights or powers by purchaser

26. The waiver by any purchaser, of a right conferred upon him by this Act, shall be null and void.

Repeal of laws

27. The laws specified in the Schedule are hereby repealed to the extent set out in the third column of that Schedule.

Short title and commencement

28. This Act shall be called the Sale of Land Act, 1979, and shall come into operation on a date to be fixed by the State President by proclamation in the *Gazette*.

die beskikkingsakte of kontrak verskuldig is en die betrokke grond aan die koper of 'n verwyderde koper getransporteer is.

Afstanddoening van regte deur verkoper

26. Die afstanddoening deur 'n koper van enige reg by hierdie Wet aan hom verleent, is ongeldig.

Herroeping van wette

27. Die wette vermeld in die Bylae word hierby herroep vir sover in die derde kolom van daardie Bylae uiteengesit.

Kort titel en inwerkingtreding

28. Hierdie Wet heet die Wet op Verkoop van Grond, 1979, en tree in werking op 'n datum wat die Staatspresident by proklamasie in die *Staatskoerant* bepaal.

SCHEDULE
REPEAL OF LAWS

Number and year of Act	Title	Extent of repeal
No. 29 of 1926....	Insolvency Act, 1916, Amendment Act, 1926.....	To the extent not previously repealed.
No. 71 of 1969....	Formalities in respect of Contracts of Sale of Land Act, 1969.....	The whole.
No. 72 of 1971....	Sale of Land on Instalments Act, 1971.....	The whole.
No. 72 of 1972....	Sale of Land on Instalments Amendment Act, 1972.....	The whole.
No. 49 of 1975....	Sale of Land on Instalments Amendment Act, 1975.....	The whole.
No. 25 of 1976....	Sale of Land on Instalments Amendment Act, 1976.....	The whole.
No. 74 of 1978....	Sale of Land on Instalments Amendment Act, 1978.....	The whole.

BYLAE
HERROEPING VAN WETTE

Nommer en jaar van Wet	Titel	In hoeverre herroep
No. 29 van 1926...	Insolvencies Act, 1916, Wijzigingswet, 1926.....	Vir sover nie voorheen herroep nie.
No. 71 van 1969...	Wet op Formaliteite met betrekking tot Koopkontrakte van Grond, 1969..	Die geheel.
No. 72 van 1971...	Wet op die Verkoop van Grond op Afbetaling, 1971.....	Die geheel.
No. 72 van 1972...	Wysigingswet op die Verkoop van Grond op Afbetaling, 1972.....	Die geheel.
No. 49 van 1975...	Wysigingswet op die Verkoop van Grond op Afbetaling, 1975.....	Die geheel.
No. 25 van 1976...	Wysigingswet op die Verkoop van Grond op Afbetaling, 1976.....	Die geheel.
No. 74 van 1978...	Wysigingswet op die Verkoop van Grond op Afbetaling, 1978.....	Die geheel.

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