

SOUTH AFRICA / JUDGMENT

Naidoo and Another v Chetty and Others (6546/06) [2010] ZAKZPHC 104 (3 December 2010)

[2010] ZAKZPHC 104

COURT

Kwazulu-Natal High Court, Pietermaritzburg

BEFORE

Pillay D, Madondo J, Graham Lopes

CASE / FILE NUMBER

6546/06

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IN THE KWAZULU NATAL HIGH COURT,
PIETERMARITZBURG
REPUBLIC OF SOUTH AFRICA
APPEALNO.:AR 89/10
CASE NO.: 6546/06

In the matter of:

RUBINDREN NAIDOO
.....FIRST
APPELLANT
RAGINI NAIDOO
.....SECOND
APPELLANT
AND
SARGAN VELU CHETTY
.....FIRST
RESPONDENT
RHONA HELEN CHETTY
.....SECOND
RESPONDENT
UDESH JAIPAL PATHER
.....THIRD
RESPONDENT
SUBASH MAIKOO
.....FOURTH
RESPONDENT
MOHAMMED ASHRAF CASSIM NO
.....FIFTH

RESPONDENT
DAWOOD MOHAMMED
.....SIXTH
RESPONDENT
THE REGISTRAR OF DEEDS FOR THE
PROVINCE OF KWAZULU NATAL
.....SEVENTH
RESPONDENT
STANDARD BANK OF S.A LTD INTERESTED
PARTY
(The parties are cited as they
appear in the Court a quo)

JUDGMENT

PILLAY D, J

Introduction

This appeal from the judgment of Steyn J handed down on 1 December 2009 comes to us with the leave of the Court a quo. At issue is the competence of a notice of attachment of immovable property, the application of s 22(1) of the Alienation of Land Act, 1981 (Act 68 of 1981) and prejudice to creditors of the seller of the property if the attachment is removed.

I had the opportunity to read the judgment of my brother Madondo J, I agree with his order; however, I prefer to take a different approach.

The Facts

On 8 September 2005, the appellants purchased from the first and second respondents the property then described as Portion 88 of Erf 153, Pietermaritzburg registration division FT situate in the Province of KwaZulu- Natal in extent 1106 m² (the portion)¹.

The first and second respondents were the owners of the portion, which formed a part of the original property described as Remainder of Portion 5 (of 1) of Erf 153, Pietermaritzburg, Registration Division FT situate in the Province of KwaZulu-Natal in extent 2322 m² (the original property).

The first and second respondents then purported to sell the portion again, this time to the fifth respondent.

The fifth respondent instituted action for refund of the purchase price which had been paid to the first and second respondents. This resulted in a judgment and consequent attachment on 14 November 2008 to satisfy the fifth respondent's claim for R198 069, 00 together with interest and costs.²

The appellants instituted proceedings against them. Those proceedings yielded an agreement of settlement between the parties which was made an order of Court by Hurt J 3 on the 19 of August 2008.

The order directed the first and second respondents forthwith to take steps to complete the sub-division of the portion and sign all documents and perform all steps necessary to pass transfer of the portion to the appellants.

First and second respondents had already proceeded with the sub-division of the original property which was then divided into the portion and the remainder. The original property appears on the layout plan Pietermaritzburg no 53/07/3607 for Proposed Portion A (of 5) of Erf 153 with the portion shown as Proposed Ptn. A (of 5) in extent 1106m² and the remainder as Proposed rem of 5 in extent 1213 m² (the remainder).⁴

Initially the portion was shown on Surveyor General Diagram no. 1901/05 as Portion 88 of Erf 153 Pietermaritzburg in extent 1106. This diagram was withdrawn and subsequently replaced by Surveyor General Diagram SG no. 674/2008 with the portion described as Portion 91 (of 5) of Erf 153 Pietermaritzburg in extent 1105. The difference of 1m² between the two diagrams is probably the result of a recalculation of the extent of the portion. The Surveyor General approved the diagram for the portion. A conveyancer's certificate now confirms that the property described as Portion 91 (of 5) of Erf 153 Pietermaritzburg is the same property as Portion 88 of Erf 153 Pietermaritzburg. ⁵

The first and second respondents cannot transfer the portion to the appellants because the seventh respondent, the Registrar of Deeds, requires the attachments granted in favour of the third, fourth, fifth and sixth respondents to be removed.

The attachments in favour of third, fourth and sixth respondents have in any event lapsed because the attached property was not sold within a year of its attachment;⁶ and there is no evidence that these respondents applied to extend the validity of the attachments. ⁷

In this appeal the appellants seek an order directing the seventh respondent to:

transfer the portion to them;

purge the portion and concomitantly endorse the remainder with the attachments and interdicts;

direct the appellants to lodge with their Conveyancer the balance of the purchase price of R150 000 due to the first and second respondents, less any deductions made by the third, fourth, fifth and sixth respondents for claims due to them by the first and second respondents.

Only the fifth respondent opposes the appeal.

Submissions for the Appellants

Mr D.J Shaw QC appearing with Mr R Padyachee SC submitted firstly, that the fifth respondent's attachment of the original property is not competent because the notice of attachment does not disclose the true identity of the property attached. The original property is no longer one

property but two properties subdivided into the portion and the remainder. The portion obtained a separate identity from the original property when the Surveyor General approved diagram no 674/2008 on the 15th April 2008. Furthermore, the order of Hurt J confirms that a township had to be established.

Two cases⁸ confirm the separate identity of subdivisions: In *SteelPark Estate Co. Ltd v Vereeniging Town Council* Galgut J acknowledged that on the coming into effect of a sub-divisional plan the property acquired an individual existence in the deeds registry. *Estate Breet v Peri-Urban Areas Health Board* clarified that subdivisions can be transferred by one title deed either as individual lots or as an entire township or a portion of a township without enumerating each subdivision. Sections 46 and 47 of the Deeds Registries Act, 1937 (Act 47 of 1937) recognise and enable these two forms of transfer of subdivided land. Consequently, as soon as the Surveyor General approves a general plan or diagram, separate registrable entities come into existence. The notice of attachment bears the old description of the original property which, after the Surveyor General approved Diagram SG no. 674/2008, no longer shows the correct position.

The Sheriff has purportedly attached one property; therefore, he cannot put up two properties for sale. Selling undivided property is different from selling two subdivisions. To realise the best price, the Sheriff is obliged to advertise two properties. Pursuant to *Messenger of the Magistrate's Court, Durban v Pillay*⁹ a Sheriff attending to a sale in execution has to show the property attached with all its potential attractions in order to realise the best price.

Secondly, s 22 of the Alienation of Land Act 1981 (Act 68 of 1981), protects a purchaser who has bought land in terms of a contract and, whilst waiting for transfer, the land is attached by a judgment creditor of the seller. Section 22 enables the relief sought by the appellants. It makes it incompetent for a sub-division which has been sold but which has yet to be transferred to the purchaser to be susceptible to an attachment by a creditor of the seller.

Although "contract" is defined by the Alienation of Land Act as a deed of alienation under which land is sold against payment by the purchaser to the seller of an amount of money in more than two instalments over a period exceeding one year, there is no reason why the appellants in this case should be deprived of protection under s 22 merely because their deed of alienation was for transfer on payment of the purchase price.¹⁰ Consequently, the attachment in execution of the original property was incompetent.

In *Dream Supreme Properties 11 CC*¹¹ Streicher JA acknowledged that certain properties cannot be attached. He might have had in mind s 22 of the Alienation of Land Act.

Thirdly, the Court *a quo* misunderstood the seventh respondent's report. The learned Judge erroneously assumed that the sub-division had not been

effected. Her finding that the portion was burdened with "real court interdicts" was flawed as the attachments were no more than endorsements made competent in terms of the Deeds Registries Act.

Fourthly, even on the question of prejudice, a very subsidiary consideration, no real prejudice would befall the third to sixth respondents if their endorsements were confined to the remainder exclusively.

The approximate amount owing by the first and second respondents to the fifth respondent is about R300

000. The appellants obtained a valuation of the remainder as being between R950 000 to R1 000 000 and of the portion as being between R150 000 to R200 000. Therefore the remainder sufficiently secures the claims of the third, fourth, fifth and sixth respondents.

Consequently, the granting of this application would not prejudice those respondents.

As for the balance of the purchase price they owe the first and second respondents, they have secured that with a bank guarantee for R187 500 in favour of their Conveyancer. The third, fourth, fifth and sixth respondents are free to attach the proceeds of the guarantee when the portion is transferred to the appellants. Standard Bank is another creditor holding a mortgage bond for R230 000; however, it released the portion from the operation of the mortgage bond.

Lastly, regarding costs, the fifth respondent's opposition is in bad faith in contending that the preconditions for the subdivision were not met, especially as the fifth respondent has since admitted that the subdivision was completed. Hence the appellants sought the granting of the order with costs including the costs of employing two counsel.

Submissions for the Fifth Respondent

Also relying on Dream Supreme Properties 11 CC, Mr Bezuidenhout SC submitted in the first place that because the portion had not been transferred to the appellants it remains in the estate of the first and second respondents; creditors are therefore entitled to attach it to satisfy their claims.

Secondly, as the appellants base their application on there being no prejudice to the respondents if their interdicts were removed, the fifth respondent set out to prove that there would be prejudice. However, in the Court a quo and in this appeal the appellants claim a right to registration of transfer arising from s 22 of the Alienation of Land Act. >

Thirdly, as regards prejudice, the transfer of the portion to the appellants would diminish the value of the original property. There is no evidence that the sale of the remainder would be sufficient to cover the claims of the creditors which exceeds R1

m. If the order is to be granted then the appellants should provide security to the fifth respondent that if the sale in execution of the remainder is insufficient to pay the fifth respondent's claim, then the appellants will pay the difference. The appellants were invited to resolve the matter on this basis but they refused to do so.

Fourthly, as regards s 22 (1) of the Alienation of Land Act, the fifth respondent acknowledges that the appellants enjoyed preferential treatment as purchasers of land not yet transferred to them, if it is sold in execution or becomes sub-divided, provided that the appellants pay certain amounts;¹² and provided further that the land is “registrable”.¹³ The property the appellants purchased is not registrable at this stage because the interdicts have yet to be uplifted. In the circumstances, s 22 of the Alienation of Land Act does not assist the appellants.

Lastly, to exercise their contractual rights to transfer of the portion, the appellants have to ensure that the interdicts are lifted.

Analysis

I intend to determine: -

- (a) whether the notice of attachment is competent;
- (b) whether the appellants’ personal right to transfer enjoys protection in terms of s 22 of the Alienation of Land Act;
- (d) the relative prejudice to the parties;
- (e) proceedings in the Court a quo; and
- (f) costs of the appeal.

Part 1: Competence of the notice of attachment¹⁴

In *Messenger of the Magistrate’s Court, Durban v Pillay* the Appellate Division upheld the setting aside of a sale in execution of immovable property in circumstances where the judgment creditor admitted that the advertisement for the sale in execution was invalid and did not satisfy the requirements of rule 40

- (6) of the Magistrates Court Act, 1944 (Act 32 of 1944). Van den Heever JA pointed out that rule 40(6) is couched in peremptory terms (“shall cause this to be advertised...”).

“If a statutory command is couched in such peremptory terms it is a strong indication, in the absence of considerations pointing to another conclusion, that the issuer of the command intended disobedience to be visited with nullity.”

Proceedings in execution are inroads upon the rights and property of the individual in which the messenger carries out his duties sub-hasta.”¹⁵

The corresponding rule 46 in the Rules Regulating the Conduct of proceedings in the High Court states:

“A writ of execution against immovable property shall contain a full description of the nature and situation (including the address) of the immovable property to enable it to be traced and identified by the sheriff; and shall be accompanied by sufficient information to enable him to give effect to subrule (3) hereof.”

Citing *Messenger of the Magistrates Court Durban v Pillay Erasmus Superior Court Practice*¹⁶ also takes the view that the provisions of sub-rule 46 (1) are peremptory and are conceived in the interests of both judgment creditors and debtors.

The description appearing on the notice of attachment reads as follows:

“Remainder of Portion 5 (of 1) of Erf 153, Pietermaritzburg Registration Division FT, situate in the Province of KwaZulu-Natal;...”

This description corresponds with deed of transfer no. T23862/200417 for the original property. However, it is also the description of the remainder. The difference between the original property and the remainder lies in the extent. The original property measures 2322 m² whilst the remainder is 1213 m². Without any reference to the extent of the property, the notice of attachment is ambiguous in that it refers to either the original property or the remainder. This ambiguity is immaterial as it is common cause that the attachment is of the original property. It is common cause because the portion and the remainder are still held as the original property under one deed of transfer and the seventh respondent continues to treat it as one property.¹⁸

The seventh respondent points out that the portion is not yet registered in the deeds registry and explains:

“3.1 Registration of a subdivisional transfer requires a diagram of the portion being transferred unless a general plan was approved for the subdivision. It must also comply with all other requirements of a normal transfer of property.” (sic)

By definition an approved general plan and diagram of land which has been sub-divided must be accepted for registration in the deeds registry or surveyor-general's office. Mere approval of a general plan or diagram is insufficient. Without registration, there is no change in identity of the land referred to in a general plan or diagram, notwithstanding approval.

Section 46 of the Deeds Registries Act prescribes the requirements for the registration of lots shown on general plans and diagrams. Getting approved plans and diagrams is a step in the direction of rendering land registrable¹⁹ in compliance with s 46.²⁰anc"

Until subdivided lots are registered and acquire their own deed of transfer or certification, they retain their identity in terms of the deed of transfer or certificate of title under which they are registered.

Insofar as the notice of attachment does not specify that the attachment is now two properties, approved but not registered as separate entities, that is immaterial to the competence of the notice because the notice fits the description of the attachment. Potential buyers will be aware that land measuring 2322 m² is being sold. Even though the original property has been subdivided on plan it is still held under the deed of transfer for the original property. The sale of the unregistered subdivision under one deed of transfer is permissible in terms of section 46 and 47 of the Deeds Registries Act.>

Any other deficiency in the notice of attachment is cured by the Sheriff including the physical address of the attachment on the notice. Potential buyers at the sale in execution can acquaint themselves sufficiently with the nature of the attachment with the information the Sheriff provided in the notice. That the original property is sub-divisible and has in fact been subdivided is an additional attraction to potential buyers wanting to subdivide the original property, as they would save themselves the costs of obtaining approved plans and diagrams for the portion and the remainder. However, the omission in the notice of any mention that the attachment has approved sub-divisional plans and diagrams does not vitiate the notice which correctly projects the attachment as one property.

Creditors seeking to attach immovable property of debtors rely on registration as proof of title. Consequently, creditors who are unaware that land held under one title deed has since been subdivided cannot be faulted for attaching the undivided property as it appears in the deeds registry. In this case the deed of transfer and two Conveyancers' Certificates confirm that title to the original property is held by the first and second respondents under one deed of transfer. As such, the original

property is attachable by their creditors. Therefore, the notice of attachment correctly presents the original property for sale as an asset in the appellants' estate.

In the circumstances, I find that the notice of attachment is competent. Notwithstanding this finding, the question remains whether the Fifth Respondent has a right to attach the original property.

Part 2: Section 22 of the Alienation of Land Act

Section 22 aims specifically to bolster the personal right a purchaser has under the common law by conferring statutory protection when land sold but not transferred is attached or the seller becomes insolvent, provided certain requirements are met.

Section 22 refers to land purchased "in terms of a contract". The Alienation of Land Act defines "contract" as the sale of land for payment in more than two instalments. Even though the sale of the portion to the appellants is in two instalments only, with the second instalment of the purchase price payable on registration of transfer, the second instalment will be paid over a period exceeding one year. Furthermore, the appellants appear to have acted in good faith. In the circumstances the appellants are in as vulnerable a position as any purchaser in terms of a contract of sale in which payments exceed two instalments and span more than a year. That the payment of the purchase price is in only two and not more than two instalments is not a rational and justifiable distinction in this case in circumstances where the appellants acted in good faith and the fifth respondent acted less than honourable, as I find below. Having regard to the purpose of section 22, I extend its application to the purchase and sale agreement pertaining to the portion.

If I accept Mr Shaw's submission that the word "contract" in the context, bears its ordinary meaning and not the special meaning in the definition in the Alienation of Land Act, I will be extending the application of s 22 to all sales of land without regard to the limitation in the definition of contracts for the sale of land in instalments payable over more than one year. The effect of such an interpretation is too far reaching for a Court to appreciate its full impact without the extensive research available to the legislature. Furthermore such interpretation would probably also be in conflict with the intention of the legislature to substitute the common law to a limited extent only.

Having regard to the text itself s 22

- (1) uses at least seven terms that are defined. As a general rule statutory definitions should be given effect to unless the context indicates otherwise. 22 Nothing in the context of s 22(1) suggests that the word "contract" should take its ordinary meaning. The probabilities are that the legislature

intended that the defined words in s 22 (1) should bear the special meanings given to them in the Act.

The fifth respondent's resistance to s 22 is not that the purchase and sale agreement is not and should not be regarded as a contract; rather he is concerned about the registrability of the portion.

One of the requirements of s 22 is that the land be registrable. The word "registrable" is defined in s 1 of the Alienation of Land Act.²³

"Registrable" does not appear in the text of s 22 of the Alienation of Land Act. However, compliance with the Deeds Registries Act, which is a requirement of s 22, implies that the land must be capable of being registered. In the context of s 22 it cannot mean that a property with an interdict or attachment is not registrable because then the entire purpose of s 22 would be defeated. Section 22 was introduced precisely to counter the prejudice to a purchaser waiting for transfer from a seller whose property is attached in execution.

The other requirements relevant to this application are listed in subsecs 22(1) (a) and (b). The appellants are able to comply with subsec (a) in that they have furnished a guarantee for the payment of the balance of the purchase price to the satisfaction of the first and second respondents. As regards subsec 22 (1)(b)(i) Mr Shaw tendered on behalf of the appellants to pay the costs of the attachment. The requirement in subsec 22(1)(b)(iii) was also met in that the mortgagee, Standard Bank, consented to the release of the portion from the bond.²⁵ But for the attachments, the portion is in all respects registrable. To invoke the protection of s 22 the appellants must comply with all these requirements of subsec 22 (1) simultaneously with registration of transfer of the portion to them. When transfer occurs in terms of subsec 22(1), then subsec 22 (4) requests the Sheriff to transfer the portion to the appellants.

In the circumstances, I find that the appellants are protected by s 22 which trumps the fifth respondent's real right arising from the attachment.

In so far as I might be wrong about treating the purchase and sale agreement as a contract as defined in the Act I turn to consider whether the common law doctrine of notice bars the fifth respondent from deriving any benefit from his real right as against the appellants' personal right.

Part 3: Does Dream Supreme Properties 11CC apply?

In Dream Supreme Properties 11CC the sale of the debtor's property to the appellant CC in which the debtor's mother-in-law was a member, occurred after the creditor obtained judgment against the debtor, but before the creditor attached the property.²⁶ The SCA held that such knowledge of the sale did not affect the validity of the attachment and the ensuing sale in execution, because the creditor was simply doing what the Uniform Rules of Court entitled him to do.²⁷

Importantly, the rationale for Streicher JA's conclusion was that extending the doctrine of notice to sales in execution in these circumstances would discourage prospective purchasers from participating in such sales where a claim to a prior personal right is made by a third party. Furthermore, it would open the door to unscrupulous debtors fabricating personal rights which would be difficult for a creditor to expose.²⁸ In the absence of fraud or chicanery by the creditor, the SCA allowed the attachment.

Dream Supreme Properties 11CC is distinguishable from this case in that the legitimacy of the appellants' personal right to transfer of the portion is not in dispute. It is not suggested that the appellants are unscrupulous debtors fabricating their personal rights. Consequently, this reason for resisting the application of the doctrine of notice falls away. The good faith of the appellants relative to any bad faith of the first, second and fifth respondents is also a factor for consideration.

Although it is hard to find any element of deceit by the fifth respondent,²⁹ the fifth respondent could acquire through the sale in execution what he could not buy in a willing buyer-willing seller deal. In fact, by attaching the original property he could acquire not only the portion that he had bought but also the remainder. Whilst not amounting to deceit, his conduct falls short of good faith, especially as he knew of the appellants' superior title and its confirmation by the order of Hurt J and the hardships the appellants endured to secure their right to transfer.

In the circumstances, Dream Supreme Properties 11CC does not assist the fifth respondent but the appellants. The doctrine of notice applies in favour of the appellants in the circumstances. Under the common law too the notice of attachment is incompetent.

Part 4: Prejudice

Once section 22 applies the question of prejudice is irrelevant. If it is relevant then the question of whether the fifth respondent's claim will be met arises. Although it is hard to say what price the portion and the remainder might fetch at a sale in execution, it appears to be sufficiently valuable to fetch a price to satisfy the fifth respondent's debt. As for the other creditors and the Standard Bank, the appellants appear to have made adequate arrangements to cover their interests.

In any case, the appellants will also be prejudiced if the portion is sold in execution as they endured all the risks of holding a mere personal right since they bought it in September 2005; they have been forced to litigate; furthermore, they paid the deposit. Most of all they were the first purchasers. To balance prejudice and equity between the appellants and the fifth respondent, the portion should be transferred to the appellants and the fifth respondent can then sell the remainder in execution to satisfy his claim.

Part 5: The Court a quo

The Court a quo dealt with the matter on an urgent basis. As often happens, the case pleaded is not the case that was argued in the Court a quo. And the case argued in the Court a quo differs from the case on appeal. As Mr Bezuidenhout pointed out, the appellants did not make out the case for s 22 in the founding papers, but in their argument at the hearing before the Court a quo. In this appeal, the identity of the attachment was an entirely new point not raised even in the appellants' Heads of Argument in this appeal.

The case in the Court a quo turned mainly on personal and real rights and prejudice. The Court a quo held that the "real court interdicts" acquired by the fifth respondent through the attachment, should prevail over

the appellants' personal right to transfer; moreover, the fifth respondent would be prejudiced if the portion is transferred

to the appellants. The judgment bears no reference to s 22.

This appeal comes with the leave of the Court a quo. In the interests of justice and in the absence of any objection I entertained all the matters raised in this appeal, even though they might not have been properly traversed in the Court a quo.

Costs

The issues were not that complex to warrant two senior counsel for the appellants. Although the fifth respondent's conduct was less than honourable, he is sufficiently punished by having to pay the fees of one senior counsel.

Order

The appeal succeeds. The order of the Court a quo is replaced with the following order:

The Sheriff is directed to effect transfer of the portion described as “Portion 91 (OF 5) of Erf 153 Pietermaritzburg, situate in the Msunduzi Municipality, Registration Division FT, in extent 1105 m²” (the portion) to the appellants, against payment or adequate security by the appellants for the costs of transfer, the outstanding balance of the purchase price, the costs of the attachment and any amount owed to the mortgagee including interest to the date of transfer;

The seventh respondent is directed to register transfer of the portion to the appellants;

All attachments noted against the original property described as “Remainder of Portion 5 (of 1) of Erf 153, Pietermaritzburg, Registration Division FT, situate in the Province of Kwazulu-Natal, in extent 2322 m²” are removed and reinstated against the remainder described as “Rem of Portion 5 (of 1) of Erf 153, Pietermaritzburg, in extent of 1213 m²” ;

In order to protect the rights of the third, fourth, fifth and sixth respondents, simultaneously with registration of the portion into the names of the appellants, the appellants must lodge with the Sheriff an amount of one hundred and fifty thousand rand (R150 000, 00) as the balance of the purchase price due to the first and second respondents to allow their creditors seven days to claim payment of debts due by the first and second respondents;

Fifth respondent pays the costs of the appeal, including the costs of employing two counsel, such costs being limited to the costs of one senior counsel.

I Agree

Graham Lopes

Date of Hearing: 8 September 2010

Date of Judgment: 3 December 2010

Counsel for the Applicants: D J Shaw QC

R Padayachee SC

Instructed by: Govindsamy & Pillay

Counsel for the Fifth Respondent: PC Bezuidenhout SC

Instructed by: Essa and Associates Attorneys

1The record page 59, 62

2The record page 65-67

3The record page 47

4The record page 70

5The record page 73

6S 66 (4) of the Magistrates' Courts Acts, 1944 (Act 32 1944)

7S 66 (5) of the Magistrates' Courts Acts, 1944 (Act 32 1944)

8SteelPark Estate Co. Ltd v Vereeniging Town Council 1963

(3) SA 657(TPD); Estate Breet v Peri-Urban Areas Health Board 1995 (3) SA 523(AD)

9Messenger of the Magistrate's Court, Durban v Pillay 1952(3) SA 678(AD)

10A J Kerr The Law of Sale and Lease 2nd Edition.

11Dream Supreme Properties 11 CC v Nedcor Bank Ltd & Others 2007(4) SA 380 (SCA) at 390

12Silverberg and Schoeman, The Law of Property 5th Edition, page 69

13Silverberg and Schoeman, The Law of Property 5th Edition above page 424 para F

14Pg 65-67 of the record

15Messenger of the Magistrate's Court, Durban v Pillay at 683 D-E

16B1-335

17The record pages 44 and 81

18The record page 228-229

19as defined in s 1 of the Alienation of Land Act and discussed below

20Pesic and Another v Wetdan W38 CC and Others 2006 (5) SA 445 (W) ; SteelPark Estate Company v Vereeniging Town Council 1963

(3) SA 657(TPD);; Estate Breet v Peri-Urban Areas Health Board 1995 (3) TPD 534

20Pesic and Another v Wetdan W38 CC and Others 2006 (5) SA 445 (W) ;

SteelPark Estate Company v Vereeniging Town Council 1963

(3) SA 657(TPD);; Estate Breet v Peri-Urban Areas Health Board 1995 (3) TPD 534

21LAWSA Vol 5 Consumer Credit: Immovable Property para 121

22Louren du Plessis Reinterpretation of Statutes page 205 citing Commissioner for Inland Revenue v Simpson 1949

(4) SA 678 (AD) at 692; G M Cockram Interpretation of Statutes page 14, 1975

22Louren du Plessis Reinterpretation of Statutes page 205 citing Commissioner for Inland Revenue v Simpson 1949

(4) SA 678 (AD) at 692;

G M Cockram Interpretation of Statutes page 14, 1975

23“(R)egistrable', in relation to land, means capable of being registered as the subject of a separate title deed in a deeds registry in that the requirements of any law relating to such registration have been complied with, and includes capable of being transferred in initial ownership as contemplated in section 62 of the Development Facilitation Act, 1995”

24Cape Explosive Works Ltd And Another V Denel (Pty) Ltd And Others 2001 (3) SA 569 (SCA)

25The record page 92

26Dream Supreme Properties 11CC page 384

27Dream Supreme Properties 11CC para 26 A

28Dream Supreme Properties 11CC para 26 A-B

29Dream Supreme Properties 11CC para 15 H

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