Can blank pages in a contract lead to its invalidity?

Is a contract of sale valid where it is signed by the purchaser and the seller with a blank page, which is completed with certain terms and conditions afterwards?

This question was dealt with in a recent court case of Just Names Properties 11 CC and another v Fourie and others 2007 (3) SA 1 (W). The court held that such an agreement is invalid.

Section 2(1) of the Alienation of Land Act 68 of 1981 (the Act) reads as follows:-

“No alienation of land after the commencement of this section shall, subject to the provisions of section 28, be of any force or effect unless it is contained in a deed of alienation signed by the parties thereto or by their agents acting on their written authority.”

In this case the contract contained a blank page on which the terms and conditions in respect of occupational rental payable by the purchasers were filled in after the parties had signed. The court held on the evidence that the term relating to occupational interest was of great importance to the parties. It was therefore, according to the learned judge, imperative that the parties had sight of the clause before signature. Based on section 2 of the Act the court therefore held that the whole agreement was invalid and the purchaser, who had instituted an action for transfer of the property against payment of the purchase price, lost the case.

Please therefore ensure that the contract is properly filled in with all the terms and conditions before the parties sign to ensure that the validity of the agreement (and therefore perhaps your right to claim commission) cannot be attacked by either party.