

CAVEAT SUBSCRIPTOR (BEWARE WHAT YOU SIGN)

A Purchaser or Seller often develops second thoughts in respect of a deed of sale entered into by him-or herself for one or other reason.

It is also called "Seller's-or Purchaser's remorse".

The party seeking cancellation of the contract often claims that he/she signed the contract in a hurry without reading it and that he/she would not have signed it had he/she been aware of a certain fact e.g. that agents commission was payable by the Seller or the condition that the Purchaser had to obtain a loan from a financial institution.

It is also often claimed by a party seeking cancellation of the agreement that a prior oral agreement contradicts a specific clause of the agreement.

Parties are urged to carefully read the contract before signing it in the light of the following cases:

1. In *Langeveldt vs Union Finance Holdings (Pty) Ltd* 2007 (4) SA 572 (W) the court pointed out that the applicable part of the contract was neither hidden in fine print nor buried in the mountain of legalese or jargon. The court further found that there was a strong presumption that anyone who had signed a document had the intention to enter into the transaction contained in the document which was in line with a sound principle in law that a man when he had signed a contract, was taken to be bound by the ordinary meaning and effect of the words which appeared above his signature.
2. In *Dole South Africa (Pty) Ltd vs Pieter Beukes (Pty) Ltd* 2007 (4) SA 577 (C) the defendant contended that a clause was not binding because he signed the contract without reading it and further that a prior oral agreement contradicted the specific clause in the contract. Dlodlo J held that the defendant was bound by the contract and the judge reiterated the well known principle namely "a person who signs a contract is bound by the ordinary meaning and effect of the words appearing over his signature".