

De Jager v Sisana

16

Facts

A native squatter occupied a portion on a farm under which he had an agreement with the owner. He will supply certain labour to the owner in consideration for the right to occupation. The farm having been sold & transferred to the purchaser who was informed of the agreement bet the native & the former owner. ^{Informed} the native ^{was} prepared to allow the native to continue occupation & to render services to him instead of the former owner. The native refused to recognise the purchaser as the owner & took up the position that he will only render services to the former owner but claimed the right to remain on the farm.

Courts Decision

Held the purchaser was entitled to an order ejecting the native from the farm. Since even if a purchaser with knowledge of such agreement was bound by its terms, the native lost any rights he might have had against the purchaser by declining to render services.

Per Wessels JA: a contract of squatter is not that of tenant or lessee but an innominate contract under which the services of the squatter are due to the owner of the farm who made the contract & no one else. The right of a purchaser to eject the squatter is not affected by notice of the existence of the contract.