

Goldberg V Buytendag Boerdery Beleggings EDMS BPK.

Facts:

Agreement between landlord & tenant for lease of land. There was a cancellation of agreement ^{by landlord} because of failure ^{by tenant} to pay rent. The ^{lease} contract didn't contain a cancellation clause (lex commissoria). Principle of common law \neq lessor not entitled to cancel unless tenant is 2 years in arrears.

A common law principle that a lessor in absence of a lex commissoria (cancellation clause) has no right to cancel a lease unless lessee is 2 years in arrears in payment of his rent is no longer applicable.

Consequently a lessor has a right when lessee is in arrears with his rent after sufficient & reasonable notice has been given to lessee to cancel a lease & thereafter to apply for his ejectment.