

Does the other party have to sign again where I make small changes before signing a contract of sale?

Yes. Let us take the example where the purchaser signs a contract of sale of a house and sends it to the seller. The seller is not happy with the occupational rental and changes the amount from R4 000.00 per month to R5 000.00 per month. He phones the purchaser, who accepts the change. The seller signs and sends the contract to the purchaser to apply for a loan. Two weeks later the seller gets a new offer for the house for R100 000.00 more. Can he accept this offer?

Yes, he could. The fact that the seller made an amendment to the contract before signing it means that a counteroffer was actually made by him. This counter offer had to be accepted by the purchaser again who would have had to sign the amended contract or at least initial next to the amendment. The Alienation of Land Act, 68 of 1981 requires a contract for the sale of land be in writing and signed by both parties.

It would therefore not constitute a valid agreement and the seller would indeed be able to accept the other offer.

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