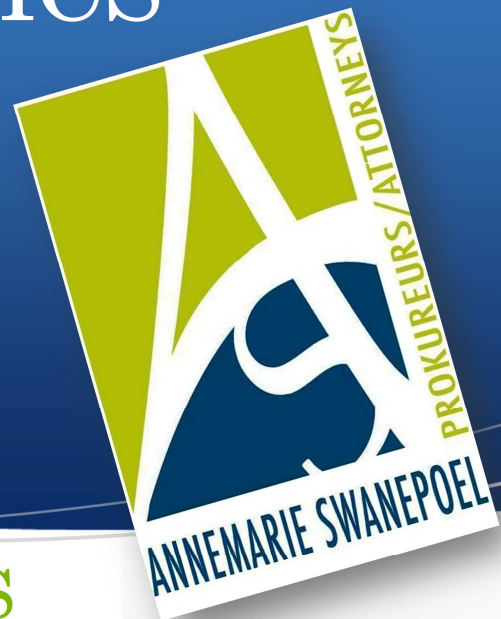


CONTRACT BASICS

Why do we initial pages on contracts and is it really necessary?



INITIALLING OF PAGES AND INSERTIONS IN CONTRACTS

- There is no legal requirement for a contract in respect of immovable property to be initialed on each page or at all alterations.
- The Alienation of Land Act no 68 of 1981 requires that all contracts in terms of which land is sold, exchanged or donated are reduced to writing, and signed by all parties or their representatives authorized in writing thereto.
- However, in terms of the law of contract, each new term or condition, or amendment to an existing term and condition to an offer to purchase, already signed by one party to the contract, and not the other party, constitutes a counter offer.

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Our services include:

- Drafting of Agreements of Sale
- Property Transfers and Registrations
- Subdivisions and Consolidations of Properties
- Registration of Mortgage Bonds
- Opening of Township Schemes
- Developments
- Sectional Title Scheme Developments



TEL: +27 13 752 4908/9/10 FAX: +27 13 752 4911

EMAIL: info@aswanepoel.co.za

Web: www.annemarieswanepoelattorneys.co.za

- Once the offer is accepted with the new or amended conditions, such an accepted offer will not be binding on the person who made the offer, unless he accepted the new or amended terms prior to the acceptance of the offer.
- The initialling of such new or amended conditions by all parties concerned proves the acceptance of the counter offer and thus the validity of all the terms and conditions of the contract.



“You move your
furniture we move
your property”