

# STRONGER TOGETHER

## LEGAL CHAT WEBINAR 30 APRIL 2020 - Q & A

1. Ratification clauses are there for the benefit of the seller.

**a.TRUE**

2. Ratification is regulated by an Act and is not purely a contractual agreement between the buyer and seller.

**a.FALSE**

3. The purchaser needs to acknowledge receipt of the ratification notice before it will be valid.

**a.FALSE**

4. When enforcing a ratification clause due to receipt of a second competing offer, the seller is not always required to provide the first purchaser with a copy of the competing offer. This is dependent on the wording of the specific ratification clause in the offer to purchase.

**a.TRUE**

5. The ratification notice must be served on the purchaser in writing.

**a.TRUE**

6. The seller has to sign the ratification notice in order for the notice to be valid.

**a.FALSE**

7. The ratification notice can be served by email or WhatsApp.

**a.TRUE**

8. Possible outcomes of service of a ratification notice is the purchaser fulfilling the suspensive conditions in question or waiving the fulfillment of suspensive conditions.

**a.TRUE**

9. It is advisable to have a cut off date in a backup offer in order to prevent the purchaser in the backup offer from being strung along indefinitely due to the initial offer still being valid.

**a.TRUE**

10. In a multiple offer sale, once a purchaser has fulfilled all the suspensive conditions and provided proof of funds to the seller the other offers become null and void.

**a.TRUE**

11. A waiver can be done telephonically and does not have to be in writing.

**a.FALSE**

12. A leak in a roof that has been recently repaired by the seller should still be included in the seller's declaration.

**a.TRUE**

13. A sale on behalf of an executor of a deceased estate must be subject to the consent of the Master of the High Court.

**a.TRUE**

14. If a bond is granted for a lesser amount than required in the offer, the suspensive condition is not strictly fulfilled and the purchaser can walk away from the sale, unless the bond clause includes '... or such lesser amount as may be acceptable to the purchaser.'

**a.TRUE**

15. An addendum can be concluded if suspensive conditions are not fulfilled.

**a.FALSE**

16. The doctrine of fictional fulfilment is relied on by the seller when the purchaser frustrates the process in order to avoid fulfilling a suspensive condition.

**a.TRUE**