

05 August 2022

TAKE CARE WHEN SIGNING AS EXECUTOR

In the case where a seller is acting as the executor of a deceased estate and in his personal capacity, e.g., where the surviving spouse and co-owner of the property is the executor of the estate, it is imperative to identify the executor and his capacity in the agreement.

In a recent case of *Bluegrass Trading 1112 CC t/a Rawson Properties v Ramsern and Another* (2021), the court held that an executor must be identified properly and where the executor signs in duplicate, but does not indicate in which capacity he is signing, the contract will be void as the parties are then not identifiable. The court further found that the agent will not be entitled to claim the agent's commission as this does not constitute a breach of contract, as the agreement was never valid.

This, therefore, enforces the notion of properly identifying the parties involved in a transaction and in which capacity they are acting.