

Signed as a Deed by James Brown in the presence of

If the Transfer is to be executed by an Attorney then the appropriate wording should be expressed, thus:

Signed as a Deed by David Wilson as Attorney for James Brown in the presence of**Example**

- The contract may stipulate that the buyer is to indemnify the seller for any future breach of covenant. In this case, check to see that the appropriate indemnity covenant has been inserted into the additional provisions part of the Transfer.

The following wording may be used:

"The transferee covenants with the transferor to observe and perform the covenants and conditions referred to in the Charges Register so far as still subsisting and relate to the property and to keep the transferor and his personal representatives effectually indemnified against all losses resulting from their non-observance or breach so far as aforesaid."

Once the transfer has been checked and approved you will return it to the buyer's conveyancer who will provide you with the 'engrossment' for approval. When it is received you will, in plenty of time for completion, send it to your seller client to execute and return. You should provide the seller with clear guidance as to how to 'execute' the document. You should advise the seller that signatures must be witnessed independently by unrelated people over the age of 18 who are of sound mind.

Task 7

Check your own firm's precedent letter enclosing the transfer for signature. Note the advice that it offers and suggest any improvements that could be made.

6.2 Replies to Buyer's Conveyancer's Requisitions on Title

At the same time as the buyer's conveyancer submits the draft transfer for approval they will also send to you their own firm's variety of form of Requisitions on Title that may or may not be in the Law Society's recommended form. This form has been discussed in detail in our previous consideration of the buyer's conveyancer's tasks but it is necessary to examine in more