



The Conveyancing Committee has received a complaint from a member that a firm of builders operating in the Dublin area has apparently instructed its solicitors not to return the parts of the building contract and agreement for sale executed by the builder/vendor to the purchaser's solicitors until the closing.

Such a practice is clearly unacceptable. A solicitor acting for a builder/vendor who receives such instructions from his client should firstly advise his client that this practice is deemed unacceptable by the Conveyancing Committee and if the client persists in instructing the solicitor not to return completed contracts until the closing then the builder/vendor's solicitors is under an obligation to advise the purchaser's solicitors when sending out the building agreement and contract for sale, that these documents will not be returned completed by the builder/vendor until the closing date.

A solicitor for a purchaser is in considerable difficulty in preparing a certificate of title for a lending institution if that solicitor is not in possession of parts of the contract completed by the builder/vendor.

RETURN OF COMPLETED BUILDING CONTRACT/ AGREEMENT FOR SALE