



**CONDITIONS
OF SALE (1991
EDITION)**

The Conveyancing Committee has revised the standard Conditions of Sale. The new (1991) edition went on sale in April 1991.

Special Conditions should be utilised in instances where it is required to adopt recommendations or advices of the Law Society or of any Committee associated with it, where such recommendations or advices are at variance with the provisions expressed in the General Conditions.

Other than some minor changes in spacing of printing the following are the only changes to the standard Law Society Conditions of Sale.

GENERAL CONDITIONS

1. The expression "Competent Authority" has been extended slightly so as to allow for the application of the Multi-Storey legislation.
27. This condition relating to apportionment has been expanded so as to allow for clarification but does not in essence alter the original concept of apportionment to the date of completion. Practitioners should take special note of the liability for rates in particular cases and insert appropriate provisions in the Special Conditions.
28. The obligation placed on a Purchaser to arrange for Section 45 consent has been extended so as to provide that the contract is not conditional upon such consent being obtained. A Purchaser should arrange to have an appropriate provision inserted in the Special Conditions, if necessary.
29. While the obligation remains with the Purchaser to register the title where necessary, the emphasis within this condition has been altered slightly and a requirement has been placed on the Vendor to furnish the necessary map.
35. This condition has been reworded in the interest of clarity but there has been no change from the original meaning.
36. In part (a) of this Condition, it is provided that a Vendor is not required to warrant the position as to Bye-Laws prior to 1st October, 1964
In part (c) the reference to the date "1st January, 1970" has been omitted and a Vendor should provide for any particular situation in the Special Conditions.
45. Paragraph (b) has been included to avoid any doubt that a Purchaser has a right to rescission in the event of the destruction of the property.
51. The appointment of an Arbitrator has been extended to allow for a situation where the President is unable or unwilling to make the appointment.