



Many solicitors have adopted the practice of furnishing Conditions of Sale which refer to, and incorporate the General Conditions, without actually including a print of the General Conditions with the contract of Sale.

For a number of reasons the Conveyancing Committee disapproves of this practice:-

1. If everyone adopts this practice, practitioners will become less familiar with the contents of the General Conditions;
2. Clients may not be fully advised as to the implications of the General Conditions;
3. If the clause incorporating the General Conditions is incorrectly drafted it may well create uncertainty as to which edition of the General Conditions applies to the transaction;
4. In the event of litigation, special proof would be required to identify the General Conditions which were intended to apply to the particular sale.

PRACTICE OF NOT PROVIDING A FULL CONTRACT