



**LAW SOCIETY
GENERAL
CONDITIONS OF
SALE**

2001 EDITION

**EXPLANATORY
MEMORANDUM**

(Contd.)

*Circulated to the profession
with a sample of the new
contract,
December 2001*

**AMENDMENTS TO
CONDITIONS OF
SALE, 2001 EDITION**

*Published in Committee Notes
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latter denies damages to a Purchaser for loss of bargain where a contract goes off due to the Vendor's failure to show good title. In such a circumstance, provided the Vendor was not fraudulent and did not otherwise act in bad faith, the Purchaser is limited to recovery of his deposit with interest and expenses incurred in the investigation of title. The introduction of sub-Condition(b) is felt to be fair and to be justified, but it could create yet further exposure for members of the profession.

15. Condition 49(c) allows for service of notices by facsimile transmission.

16. Questions under Condition 25 regarding interest are no longer to be referable to arbitration and accordingly former sub-paragraph (b) of Condition 51 has been removed.

The opportunity is taken of re-emphasising the importance of dealing with appropriate matters by way of pre-contract enquiry.

UPDATE: Practitioners should have regard to the changes made by any subsequent edition of the Conditions of Sale or any subsequent practice note.

The attention of practitioners is drawn to the following matter:

The first print run of the new Conditions of Sale, 2001 Edition, at General Condition 36, did not impose an obligation on the vendor to provide the purchaser with a certificate of compliance in appropriate cases in respect of the Building Control Act and Regulations made thereunder. Subsequent print runs of the contract document contain appropriate amendments to address that situation. The principal amendment is the addition in the third sub-paragraph of Condition 36(e)(ii) of the words "and (where applicable) the requirements of the Building Control Act, 1990 and regulations made thereunder".

Practitioners using the first print run of the Conditions of Sale 2001 Edition should provide for this matter by way of special condition.