



**AMENDMENTS TO  
CONVEYANCING  
CONTRACTS BEFORE  
EXECUTION BY A  
PURCHASER**

**T**he view of the Professional Purposes Committee is that when a vendor's solicitor furnishes a contract to a purchaser's solicitor, he must expect that no amendments will have been made to the contract, or to any map attached to the contract, unless this fact is clearly stated in the purchaser's solicitor's covering letter returning the contracts.

Accordingly, it is a recommendation of the Professional Purposes Committee that a vendor's solicitor must be clearly alerted by the covering letter that a contract or map has been amended. **Failure to so alert could be regarded by the Committee as a breach of the professional etiquette which should exist between colleagues.**

Professional Purposes Committee

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**POSSESSION PRIOR  
TO CLOSING**

**A**s a matter of convenience to both parties a vendor may agree with a purchaser to allow the purchaser into possession prior to the closing date on condition that the purchaser signs a caretaker's agreement and places the balance of the purchase money in a joint deposit account in the names of the vendor's and purchaser's Solicitors. This is most common where a closing document is not immediately available.

The solicitors for both vendor and purchaser should, before possession is taken, be satisfied that the outstanding document will ultimately become available.

It is very unwise to allow a purchaser into possession in circumstances where there is an outstanding item which may not become available. In such circumstances both vendor and purchaser should be advised clearly as to the dangers.

Both parties should also be advised of the insurance risk implications.

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