

# **LAND REGISTRY PRACTICE GUIDE**

## **EXECUTION OF LAND REGISTRY FORMS**

### **PART A: General**

1. Scope of the Guide
2. Land Registry Forms
3. Who is to execute the Land Registry Forms
4. Manner of execution
5. Documents signed as a 'deed'
6. Drafting the execution clause
7. General

### **PART B: Execution by individuals**

1. Execution by individuals (Rule 101(1))
2. Execution by a blind or illiterate person (Rule 102(1))
3. Execution by a person who is disabled (Rule 102(2))
4. Execution by a person who is unable to sign or make a mark

### **PART C: Execution by companies**

1. Execution by a company incorporated in the Isle of Man
2. Execution of documents by a company registered under the Companies Act 1931 (as amended) ('the 1931 Act') in the Isle of Man:
  - 2.1 Execution by a company under its common seal
  - 2.2 Execution by a company by its directors and/or secretary
  - 2.3 Execution by a company where one of the directors or secretary is a company
  - 2.4 Execution by a company under common seal where the director or secretary is a company
3. Execution by a company registered under the Companies Act 2006 ('the 2006 Act')
  - 3.1 Execution by a company under its common seal
  - 3.2 Execution by a company by its director and/or secretary
4. Protected Cell Companies
5. Execution by foreign corporations

### **PART D: Execution by persons acting under a power of attorney**

1. Execution by attorneys who are individuals
2. Execution by attorneys who are corporations

### **PART E: Advocate's Certificate**

### **PART F: Miscellaneous matters**

## **PART A: General**

### **1. Scope of the Guide**

On presentation of an application in the Land Registry, the documents which comprise the application are examined by a senior registration officer in order to ensure that they comply with the Land Registration Act 1982 ("the LRA 1982"), the Land Registry Rules 2000 ("the Rules") and the prescribed Forms.

If an error or omission is discovered in the application, a requisition notice (or defects notice) will be issued by the registration officer in terms of Rule 12 of the Rules. The most frequent notice raised by Land Registry staff relates to the manner in which Land Registry Forms have been signed or executed.

The aim of this guide therefore is to provide guidance to advocates, conveyancers and other users as to the manner in which Land Registry forms are to be executed.

**Please note that this guide is not an exhaustive and/or authoritative statement of the law in the Isle of Man, and is intended to provide guidance to applicants in the Isle of Man and their Advocates to ensure that the formalities of execution of Deeds and Forms are not rejected. It remains the responsibility of applicants and their professional advisers to ensure that Deeds and Forms are appropriately authorised and executed.**

### **2. Land Registry Forms**

The Land Registry is a 'form based' registry (**Rule 98**).

That is, in order to make or cancel or modify an entry on the title register the Form for that particular dealing or transaction which is prescribed by the Rules should be used and which should be fully and accurately completed and be executed by the appropriate party.

As stated in Rule 98(1) an application or a document "to create or alter a registered title or any disposition affecting a registered title shall be in a form prescribed by, and described in, the schedule to these rules..." [Rule 98(1)]. The Schedule to the Rules contains a list of the Land Registry Forms.

**Part 10: 'Documents'** of the Rules deals in general with the Forms to be used in the Land Registry, the procedures to create or modify the Forms, the manner of their execution and the documents which are to be retained or returned by the Land Registry.

### **3. Who is to execute the Land Registry Form**

In general, the Form prescribed by the Rules will itself indicate whether or not it is to be executed and, if so, by whom and in what manner.

By way of illustration:

- Form 100 which is to be lodged with every application (**Rule 98(4)**) does not need to be signed either by the applicant or the advocate
- in the case of a Form 1: *Application for First Registration*, which includes a Certificate of Title, the Form is to be signed by the advocate who acts for the applicant; and
- in a number of other applications it is necessary for the applicant himself or herself to sign the Form, for example, Form 20 to register a change to the title register or Form 26 to rectify the register.

In these cases the identity of the person who is to sign the Form is clear from the relevant Rule and the Form itself.

#### **4. Manner of execution**

The Rules prescribe both the Forms and the documents to be used in an application and the manner in which they are to be executed.

In deciding whether a document which has been presented to the Land Registry has been validly signed or executed, **Rule 101(2)** provides that the document will be deemed to be valid if it is signed or executed in compliance with the laws of the Island. **Rule 101(3)** goes further. It allows the Registrar to assume that any such document has been validly signed or executed.

However, where the Registrar has doubts about the validity of the document, he may require the execution of such document to be verified by a statutory declaration or by a certificate made by an advocate (**Rule 101(3)**).

**Rule 101** deals with execution by individuals and generally, **Rule 102** with execution by disabled persons, **Rule 103** where the document is signed by an attorney whilst **Rule 84** refers to execution by companies. Specific examples of the manner of execution of documents are set out below.

To be validly executed the document must be signed in ink (preferably black) or some other indelible medium and the signature should be in the space provided on the document.

The signatory should also sign manually and not in facsimile.

#### **5. Documents signed as a 'deed'**

This then leads on to the question as to which Land Registry Forms or documents are to be signed as a 'deed' and if so, why?

**Rule 101** does not refer specifically to the execution of 'deeds' but refers instead either to the execution of 'an instrument which effects a dealing relating to registered land' or to 'documents', which latter term does not include an affidavit or statutory declaration (**Rule 101(4)**).

Therefore it is only in certain cases that the Land Registry Form will need to be executed as a 'deed'. In the following instances execution as a deed is required:

- (a) transfers of registered titles: Forms 2, 3 and 4
- (b) creation, transfer and alteration of registered charges: Forms 11, 13 and 14
- (c) discharge of and releases from registered charges: Forms 15 and 16
- (d) assents of registered titles and registered charges: Forms 17, 18 and 19.

It would seem that in the Isle of Man customary usage is followed which is to the effect that in general, but with some notable statutory exceptions e.g. certain leasehold interests, the mode of conveyance or assignment of a legal estate in land is effected by means of a deed. "Manx Law Tenures" (1899) by R Sherwood at page 38 confirmed that: "A transfer by deed, followed in most cases by an entry on the Roll, is the mode of conveyance practiced at the present day".

What constitutes a 'deed'?

In respect of corporate execution by Isle of Man companies some statutory guidance is given in the Companies Act 1931 (as amended) and Companies Act 2006 (see Part C of this Practice Guide) otherwise the common law on the subject of deeds was considered in the case of **AALL Trust & Banking Corporation Limited v. Samuel McCormick**, CLD, 17 April 1998, unreported [noted at 30 MLB 38] His Honour Deemster Cain stated that:

"...in my view for a written paper to be a deed there must be some evidence that the parties intended it to be a deed. This will normally be found in the words of the document itself."

This decision was followed in the Manx case of Gurry v. Midghall CLD (Summary Business), 8 August 2008, unreported [published on [www.judgments.im](http://www.judgments.im) (ref. J416)]

## **6. Drafting the execution clause**

It is important to note that the Forms which need to be executed as deeds merely state the following: 'Executed as a deed (Enter the appropriate format for each Transferor)' and the layout of the execution clause has been left blank. Where the form is to be executed as a deed, the advocate should insert the relevant execution and attestation clause which is appropriate for the party (and witness) who are to execute the deed.

The execution or attestation clauses set out in Parts B, C and D below are suggested for those Land Registry Forms and documents which are to be executed as deeds and this Guidance Note has been prepared to assist you in their preparation.

## **7. General**

**To reduce requisitions, we recommend that in all deeds lodged at the Land Registry you use the suggested execution clause, adapted as may be necessary.**

## **PART B: Execution by individuals**

### **1. Execution by individuals (Rule 101(1))**

The execution by an individual of an instrument which affects a dealing relating to registered land (in whatever capacity he may be signing) must be attested by at least one witness who must subscribe his name, address and description (we prefer the term 'occupation') to the instrument : **Rule 101**.

Please note that **Rule 2(1)** defines a 'dealing' as 'any transaction with or event affecting registered land which enables an entry or a cancellation to be made or modified on the register and any document connected with such a transaction or event.'

The individual must sign in the presence of the witness. We will check to see that the witness has signed, and that the name, address and occupation of the witness appears in legible form to allow us to trace the witness if questions arise concerning execution.

The legislation does not prevent the spouse or civil partner of the signatory from acting as a witness, but this is best avoided. It is advisable that the witness should be over 18 years old or, at least, 'of sufficient maturity for their evidence to be relied on should it later prove necessary to verify the circumstances under which the execution took place' which is the wording used in Land Registry Practice Guide 8 – England and Wales.

In respect of a deed to be signed by an individual, we require the following clause:

**Executed as a deed by [full name of the individual signing] in the presence of:**

**(Signature)**

.....

**Name of signatory**

**Signature of witness**

.....

**Name (in BLOCK CAPITALS) .....**

**Address .....**

**Occupation .....**

**2. Execution by a blind or illiterate person (Rule 102(1))**

If the individual who has executed the document is either blind or illiterate, their signature must be verified either by:

- 2.1 a statutory declaration by the witness who attested the signature as proof of such execution and which should also contain the averment that the document was read over and explained to him and that he appeared to understand it: **Rule 102(1)(a)**; or
- 2.2 a certificate by an advocate to the same effect: **Rule 102(1)(b)**.

The execution clause set out in 1 should be used and the document should be accompanied by the statutory declaration or advocate’s certificate referred to above.

**3. Execution by a person who is disabled (Rule 102(2))**

An individual may not be able to sign the document as a result of illness or disability but may be able to make a mark by hand, foot or mouth.

In respect of a deed to be signed by an individual making his or her mark, we therefore require the following clause:

**Executed as a deed by [full name of the individual signing] making their mark in the presence of:**

**(Signature/mark)**  
.....  
**Name of signatory**

**Signature of witness** .....

**Name (in BLOCK CAPITALS)** .....

**Address** .....

**Description/Occupation** .....

The execution of the deed should be verified either by the sworn affidavit of the attesting witness giving the reason why the document has been executed in that manner or by a certificate by an advocate to the same effect.

The affidavit or certificate, suitably adapted, which is required to verify the execution may be along the following lines:

"I, the undersigned, ....., an advocate in the firm of ..... of the address of ..... hereby certify that:

1. I was present when the Form 2: Transfer of Whole dated ..... attached hereto was validly executed by ..... by making his mark due to blindness (or illiteracy or physical disability).
2. The said Transfer was, prior to its execution, read over and explained to the said ..... who appeared to understand it fully."

**4. Execution by a person who is unable to sign or make a mark**

As a result of illness or disability, certain individuals may be physically incapable of executing a deed or document by signing or making a mark.

In this case a deed may be validly executed by the individual if it is signed at their direction and in their presence and in the presence of a witness who should attest the signature.

In this case we suggest the following execution clause:

**Executed as a deed by [full name of the person signing] at the direction and on behalf of [full name of individual] in his/her presence and in the presence of:**

**(Sign here the name of the individual and your own name eg. John Smith by James Jones)**

**(Signature)**

.....

**Signature of witness**

.....

**Name (in BLOCK CAPITALS) .....**

**Address .....**

**Description/Occupation .....**

## **5. Execution by people signing in foreign characters**

A signature in foreign characters still constitutes a signature complying with the requirements for a valid deed. However, where any instrument is executed in foreign (ie. non-Roman) characters, such as Chinese or Arabic characters, we will require:

- 5.1 the words of execution to be expanded to confirm that the signatory understands English or that the signatory has familiarised themselves with its contents (perhaps by having had it read out in their native language), or
- 5.2 a separate certificate to that effect given by the conveyancer acting for the signatory.

## **6. Execution by people signing in an official capacity**

There are circumstances in which individuals will be executing a deed in some official capacity, which entitles them to act on behalf of someone else, and not in connection with their own affairs.

An example would be the executor or administrator of the estate of a deceased person and a trustee acting as a trustee in bankruptcy on behalf of the bankrupt.

The person signing needs to do so in their own name and the signature should be witnessed in the usual manner. The words of execution in the deed will need to be modified to show the capacity in which the signatory has signed if this fact is not clear from the body of the document.

The application should be accompanied by evidence of the authority of the person to act in this capacity, such as the grant of probate when an executor signs.



## **PART C: Execution by companies**

### **1. Execution by a company incorporated in the Isle of Man**

By way of general comment about companies which have been incorporated in the Island, **Rule 84(1)** provides that an application by such company for registration as the owner of registered land or a charge on registered land must:

- (a) state the company registration number; and
- (b) include evidence of its incorporation under the Companies Acts and its continuing existence; and
- (c) confirm that it is empowered to hold and deal with land.

In cases of doubt, the Land Registry may call for the production of this evidence which is usually furnished in the form of a 'Certificate of Fact'.

### **2. Execution of documents by a company registered under the Companies Act 1931 (as amended) ('the 1931 Act') in Isle of Man**

A company which has been incorporated in the Isle of Man under the Companies Act 1931 may execute documents such as deeds in a number of ways which are set out in Sections 29 to 33 of the 1931 Act.

The following three examples show the more common forms of execution clause:

#### **2.1 Execution by a company by its directors and/or secretary**

In this case the deed is signed by two directors or a director and the company secretary of the company:

**Executed as a deed by [name of company] acting by [a director and its secretary] [two directors]:**

**(Signature)**

.....  
**Director: Name of director**

**(Signature)**

.....  
**Director/Secretary: Name of  
Director or secretary**

This is the most common form of execution clause used by companies. It is most often used in those cases where the company does not have a seal or, having one, chooses not to use it.

Section 29A(4) of the 1931 Act provides that:

“A document signed by a director and the secretary of a company, or by two directors of a company, and expressed (in whatever form of words) to be executed by the company has the same effect as if executed under the common seal of the company”

and Section 29A(5) which provides that:

“A document executed by a company which makes it clear on its face that it is intended by the person or persons making it to be a deed has effect, upon delivery, as a deed...”

It should also be clear that the signatures of the directors do not have to be separately attested.

## 2.2 Execution by a company under its common seal

In this example the common seal of the company is affixed in the presence of two directors or one director and the company secretary:

<p><b>Executed as a deed by affixing the common seal of [name of company] in the presence of:</b></p> <p><b>Signature)</b></p> <p>.....</p> <p><b>Director: Name of director</b></p> <p><b>(Signature)</b></p> <p>.....</p> <p><b>Director/Secretary: Name of director/secretary</b></p>	<p><b>Common seal of Company</b></p>
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Where this form of execution of a deed is adopted by the company, the common seal should be affixed to the deed in the presence of two directors or the company secretary and one director, who attest the sealing by countersigning the deed and describing themselves by their respective offices of 'director' or 'secretary'. One person may not sign in both capacities as a director and secretary.

Merely sealing the document might not necessarily make it a deed. As stated above it must be clear on the face of the document that it is intended to be a deed.

Most companies, however, have articles of association that authorise the affixing of the common seal to a deed in the presence of people other than a director and the secretary.

For example, article 71 of Table A of the 1931 Act provides that:

“The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for the purpose; and that director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.”

Where a deed is executed by a company affixing its seal in the presence of persons other than a director and the secretary or two directors, we will require evidence that the persons attesting the affixing of the seal are in fact authorised by the company’s articles to do so. We will also require a certified copy of the resolution of the board of directors where their authority depends upon a decision by the directors.

In this example the common seal is affixed to the deed in the presence of an authorised person who is not a director or company secretary:

<p><b>Executed as a deed by affixing the common seal of [name of company] in the presence of:</b></p> <p><b>(Signature of authorised person)</b> ..... <b>[Name of authorised person]</b> <b>who is duly authorised hereto by a resolution of the Board of Directors</b></p>	<p><b>Common seal of Company</b></p>
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### **2.3 Execution by a company by an authorised signatory**

If the deed lodged for registration does not have the common seal affixed and purports to have been executed on behalf of the company by signatories who are not directors or a company secretary, we will require evidence to be produced to show that:

- the deed has been duly executed
- the signature has been witnessed and attested and
- evidence to be produced that the signatory has authority to act on behalf of the company. We will therefore require a certified copy of the resolution of the board of directors where the authority of the signatory depends upon a decision by the directors.

**Executed as a deed by [name of company] acting by [name of signatory] who is duly authorised thereto by a resolution of the Board of Directors in the presence of:**

**(Signature of witness)**

.....  
**Name (in block letters)**  
**Address.....**  
**Occupation.....**

**Signature of authorised person**

.....  
**(Name of authorised person)**

The following examples show the less common forms of execution clauses by companies

**2.4 Execution by a company where one of the directors or secretary is a company**

In these cases where the director or company secretary is a company (such as a trust company), the corporate director or secretary must act through the agency of a real person who is required to be physically present at the affixing of the seal and who must then attest the affixing with their signature.

The Land Registry will require a certified copy of the resolution which authorises the signatory to sign on behalf of the corporate director/secretary company.

In this case the following execution clause will be required:

**Executed as a deed by [name of company] acting by [a director and its secretary] [two directors]:**

**(Signature)**

.....  
**[Name of corporate director or secretary] represented herein by [name of individual representing corporate director or secretary] duly authorised by resolution**

**(Signature)**

.....  
**Director/Secretary: Name of Director or secretary**

**2.5 Execution by a company under common seal where the director or secretary is a company**

In this case the following execution clause will be required:

**Executed as a deed by affixing the common seal of [name of company] in the presence of a director and [name of individual representing trust Company] duly authorised by [name of corporate secretary/director] to attest the affixing of the seal on its behalf as [director/secretary] of [executing Company]**

**Common seal**

**(Signature)**

.....

**Director: Name of director**

**(Signature)**

.....

**Director/Secretary: Name of director or secretary**

The Land Registry will require a certified copy of the resolution which authorises the signatory to sign on behalf of the trust company.

**3. Execution by a company registered under the Companies Act 2006 ('the 2006 Act') in the Isle of Man**

The Companies Act 2006 introduced a new corporate entity known as the '2006 company' which is more modern and flexible than companies incorporated under the 1931 Act. For instance, single member companies and a sole director are permitted and there is no statutory requirement for a company secretary.

Execution of documents by a 2006 company is dealt with by Section 86 of the 2006 Act. As with 1931 companies, a 2006 company is not required to have a common seal and in that case the following provisions of Section 86 apply:

- “(3) An oral contract may be made, and a written contract, deed, instrument or other document may be made or executed on behalf of a company by any person acting under its authority, express or implied.
  
- (4) A written contract, deed, instrument or other document made or executed by a company which makes it clear on its face that it is intended by the person or persons making it to be a deed has effect, upon delivery, as a deed: and it shall be presumed, unless a contrary intention is proved, to be delivered upon it being so executed.”

Please note that the signatures of the person or persons authorised do not have to be witnessed.

It should also be clear that the signatory does not need to be a director of the company.

**3.1 Execution by a 2006 company by any one or more of its directors and/or secretary (if appointed)**

In this case the following execution clause should be used:

**Executed as a deed by [name of company] acting by [a director or secretary]:**

**(Signature)**

.....

**Director/Secretary :  
Name of director or secretary**

**3.2 Execution by a company by an authorised signatory**

In this case the following execution clause should be used:

**Executed as a deed by [name of company] acting by [name of authorised signatory] who is duly authorised thereto by a resolution:**

**(Signature)**

.....

**Name of authorised signatory**

**3.3 Execution by a 2006 company under its common seal**

In this case the following execution clause should be used:

**Executed as a deed by affixing  
the common seal of [name of  
company] in the presence of:**

**Common seal of Company**

**(Signature)**

.....

**Director [name of director][name of authorised signatory]  
who is duly authorised thereto by resolution**

As appears from the above, the company may execute a document or deed by affixing its common seal. The Articles of Association of the company will determine who attests the affixing of the seal. Typically it will be any one director or any one authorised signatory.

**4. Protected cell companies**

The Protected Cell Companies Act 2004 ('the PCC Act 2004') provides for the incorporation of companies as protected cell companies ('PCC's') and for the conversion of existing companies into protected cell companies.

The purpose of the PCC is to create one or more cells which may be used for the purpose of segregating and protecting ('ringfencing') cellular assets such as an investment in land.

Where the applicant is a PCC the name of the PCC must include the expression "Protected Cell Company" or "PCC" and each cell of the PCC must have a distinct name or designation.

**4.1** When registering an estate in land in the Land Registry we suggest that the following description of the applicant PCC company be used:

**[Name of company] PCC Limited – Cell [description or number of cell]**

**For example: 'Smith Property Investment PCC Limited – Cell Apartment 74 Atlantis'**

**4.2** If the company is a 1931 company the following execution clause should be used:

**Executed as a Deed by [Name] PCC Limited – Cell [ ]  
in the presence of:-**

.....  
**Director**

.....  
**Director/Secretary**

**4.3** If the PCC is a 2006 Act company, the execution clause will change because one director can be authorised to execute a deed and there is no company secretary. The following execution clause should be used:

**Executed as a Deed by  
[name of company] PCC Limited –  
Cell [ ] in the presence of:-**

.....  
**Director**

## **5. Execution of deeds by foreign corporations**

By way of general comment, the Foreign Companies Act 2014 ('the FCA 2014'), which repealed Part XI of the Companies Act 1931, came into operation on 1<sup>st</sup> August 2014 and requires a company incorporated in a jurisdiction outside the Isle of Man:

- which establishes a place of business or
- that owns land in the Isle of Man or
- which elects that the FCA 2014 is to apply to it,

to apply for registration on the register of foreign companies (the F-register) which is maintained by the Companies Registry.

A substantial number of Land Registry forms are signed as deeds by foreign companies and, in particular, Forms 15: Discharges and 16: Releases from registered charges, many of which are executed by English banks and financial institutions.

The Rules do not prescribe a form of execution of deeds by foreign companies as is the case in England and Wales where the form of execution is governed by the Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009.

However, **Rule 84(2)** does provide that where a foreign company applies for registration as an owner of land or a charge on land, the application must state the country in which it is incorporated and its company registration number (if any) and must include evidence:

- of its incorporation and continuing existence
- that it is empowered to hold and deal with land and
- that it has complied with the provisions of the FCA 2014.

Where there is any doubt as to the existence or the powers of a foreign company we will require the evidence referred to above or, alternatively, a certificate from a lawyer practising in the territory of incorporation or a lawyer able to confirm requisite knowledge of the law of that territory and of the company.



**PLEASE NOTE THAT if we receive a Land Registry Form which is lodged as a deed and does not have the common seal of the company and which purports to have been:**

- **executed on behalf of the company by signatories and**
- **those signatories are not a director and the secretary, or two directors of the company**

**we will require evidence to be produced to show that the deed has been duly executed. If such evidence cannot be produced we will insist that the deed is executed correctly as set out above.**

**Note: The above guidance is not an exhaustive statement of the law as it applies to companies in the Isle of Man, but is intended as a guide for companies that are required to execute Forms pursuant to the Rules. Advice from an Advocate or an appropriately qualified corporate service provider should be taken as to execution formalities for companies, and power to assign. The Registrar shall continue to rely upon Rules 84 and 101(3) to assume that any Form has been validly signed or executed, or to require the verification of execution by a certificate or statutory declaration by an Advocate.**

## **PART D: EXECUTION OF DOCUMENTS BY ATTORNEYS**

### **1. Execution of deeds by persons acting under a power of attorney**

A power of attorney is a deed by which one person (the donor or principal) gives another person (the donee or attorney or agent) power to act on his or her behalf. This section is concerned with deeds which are executed by attorneys on behalf of the donor.

In the Isle of Man the creation of powers of attorney is dealt with by the Powers of Attorney Act 1983 (which prescribes a form of General Power of Attorney)('the 1983 Act') and the Powers of Attorney Act 1987 (which prescribes a form of Enduring Power of Attorney which will survive the subsequent mental incapacity of the donor)('the 1987 Act').

A power of attorney may be for specific purposes (special) or for all purposes (general). If it is for a specific purpose, the transaction which is the subject matter of the application must be clearly authorised by the power as powers of attorney are interpreted strictly by the Land Registry.

Where an application lodged at the Land Registry contains a deed which has been executed under a power of attorney, the provisions of **Rule 103** apply. The executed deed must be accompanied by:

- (a) the original power of attorney, or
- (b) a copy of the power of attorney which must be certified in accordance with Section 2 of the 1983 Act. Section 2 provides that the copy should contain a certificate signed by the donor of the power or by an advocate or stockbroker to the effect that the copy is a true and complete copy of the original and, if the original consists of two or more pages, a certificate at the end of each page of the copy to the effect that it is a true and complete copy of the corresponding page of the original.

However, a certified copy of a power which has been recorded at the Deeds Registry (Section 43 of the Registration of Deeds Act 1961) or a copy certified by "any other method of proof authorised by law" is acceptable: Section 2(3).

In practice, we will accept a photocopy that is certified by an advocate to be a true copy of the original but in cases of doubt we may require the original to be produced or for it to be certified as above.

### **2. Execution by attorneys who are individuals**

An attorney who is an individual may execute the deed with his own signature and, where sealing is required, with his own seal and "do any other thing in his own name" – Section 6(1) of the 1983 Act.

We suggest the following execution clause:

**Signed as a deed by (full name of attorney) as attorney for (full name of donor individual or corporation) in the presence of:**

**Sign here your own name and the name of the donor, eg.**

**John Smith as attorney for Jack Black/XYZ Limited**

**Signature of witness** .....

**Name (in block capitals)** .....

**Address** .....

**Description** .....

or the following:

**Signed as a deed by (full name of donor individual or corporation) acting by his/her/its attorney (full name of attorney) in the presence of:**

**Sign here the name of the donor individual or corporation and your name**

**Jack Black/XYZ Limited by his attorney John Smith**  
.....

**Signature of witness** .....

**Name (in block capitals)** .....

**Address** .....

**Description** .....

**3. Execution of deeds by attorneys who are corporations**

A corporate attorney may execute the deed in one of three ways:

- (a) by using the common seal:

**Executed as a deed by affixing the common seal of (name of corporate attorney) as attorney for (full name of donor individual or corporation) in the presence of:** **Common seal of Company**

.....  
**Signature of director**

.....  
**Signature of director/secretary**

- (b) if the corporate attorney does not have a seal or chooses not to use the seal:

**Executed as a deed by (name of corporate attorney) acting by (a director and its secretary)(two directors) as attorney for (name of donor individual or corporation)** **(Signature)**  
.....  
**Director: Name:.....**

**(Signature)**  
.....  
**Director/Secretary:  
Name: .....**

- (c) if the corporate attorney is a 2006 company:

**Executed as a deed by (name of corporate attorney) acting by (a director or authorised signatory) for (full name of donor individual or corporation) in the presence of:**

**(Signature)**  
.....  
**Director/Authorised signatory:  
Name: .....**

**Signature of witness** .....

**Name (in block capitals)** .....

**Address** .....

**PART E: ADVOCATE’S CERTIFICATE**

**Rule 84(3)** provides that the Registrar is entitled to assume that a deed executed by a company has been delivered on the date of its execution where the document makes it clear on its face that it is intended by the person making it to be a deed.

Where there is an application for the registration of a disposition by a company, the Registrar may accept an advocate’s certificate stating that:

- (a) the dealing is within the powers of disposition of a company, and
- (b) that any document has been validly executed by it.

**Rule 101(2) and (3)** provide that, although he is entitled to assume that a document has been validly signed or executed in compliance with the laws of the Isle of Man, the Registrar shall be entitled to require the execution of any document to be verified by a statutory declaration or by a certificate made by an advocate.

If this is required we suggest an advocate’s certificate along the following lines:

**Isle of Man Land Registry**

**Advocates Certificate**

**Application number:**

**Title number:**

**Registered Owner:**

**Property:**

**I, the undersigned,.....,  
an advocate practising as such in the firm of.....  
of ..... (address) hereby certify that:**

- 1. XYZ Limited is a company which was incorporated in the Isle of Man with company registration number ...../outside the Isle of Man and registered on the foreign company register with number F..... ('the company').**
- 2. The disposition created by the Form...: ..... dated ..... lodged with this application is within the powers of disposition of the company.**
- 3. That the deed referred to above (or name the relevant document or deed) has been validly executed by the company.**

## **PART F: MISCELLANEOUS MATTERS**

### **General**

There are many other legal entities and organisations which enter into and execute documents and deeds such as trusts, public authorities, charitable organisations, Churches and Friendly Societies. In each case the statutory requirements and the constitution of that organisation will prescribe the persons who are to sign on their behalf and the form of execution to be followed. This Guidance Note deals only with the more common execution clauses which are encountered in the Land Registry.

**22<sup>nd</sup> November 2016**