

# CONVEYANCING

*Priscilla Sarton*



SECOND EDITION

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# Conveyancing

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## Preface

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It has been surprisingly difficult when writing this book to decide on the correct words to use. A professional conveyancer can be either female or male, and to add to the complexity of the matter, either a solicitor or a licensed conveyancer.

There has been no wish to imply that every legal adviser is a male solicitor, but the pressing need for brevity has meant that 'he' has had to be used for both sexes and 'solicitor' for both professions. It is hoped that readers will not take offence. Another difficulty has been the replacement of the traditional words 'vendor' and 'purchaser' by the modern 'seller' and 'buyer' in the new form of contract for sale. 'Seller' is used throughout this book, but the word 'purchaser' is not so easily displaced, as in the context of the Land Registration Act 1925, the Land Charges Act 1972 and other property legislation, 'purchaser' has a technical meaning that 'buyer' does not. The choice was either to use 'purchaser' in some chapters and 'buyer' in others, or stick consistently to 'purchaser'. The second course has been chosen.

The Law Society has helpfully given permission for the use of questions from its past examination papers. The answers are the author's, and are in no way connected with the Society. Thanks are due to the Law Society and the Solicitors' Law Stationery Society Ltd for their permission to reproduce the protocol documentation, including the form of contract for sale, and to the Law Society for its permission to quote from its 'Introduction to the Protocol'.

The book is dedicated to Mark Sarton, for without him it would never have been written, yet he has suffered so much through its writing.

PRISCILLA SARTON

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