

SIG-1 1 Signing by a Partnership

Version 1 - 30/06/2017

The information provided in this guide is not intended to amount to legal advice. Professional assistance may be required to determine the most appropriate action to protect your legal rights. Please read our [Terms of Use](#) on the Land Titles Registration policy and procedure guides web page. Landgate accepts no responsibility where parties print this guide and seek to rely on information that is out of date.

1 Overview

A partnership is not a separate legal entity and almost all dealings in land by a partnership must be carried out by listing the names of the individual partners and where appropriate, converting their share in the partnership to a like share of the interest shown in the document.

A group of partners lending money as a mortgagee must show the individuals as mortgagees in the mortgagee panel, preferably with their shares also disclosed. The contractual part of the mortgage may, however, contain a reference to the partnership by its trading name.

A caveat can also, after listing the members of a partnership by their individual names as caveators, show that they are operating as a partnership (by use of the trading name). Any subsequent withdrawal of such caveat must be made collectively by the partners individually. If the withdrawal is not signed by all caveators, a statutory declaration by at least one of the partners must provide with the withdrawal a statutory declaration setting out a list of the partners and the authority of that partner to withdraw the caveat and sign the withdrawal of caveat on the other partners' behalf.

Under the rules of the Court, Property (Seizure and Sale) Orders (PSSO) can be issued showing the judgement creditor as a partnership. While there is no impediment to the lodgement of a PSSO of this nature, a subsequent discharge must be made collectively by the partners individually or a majority of them. At least one of the partners must provide with the discharge a statutory declaration setting out a list of the partners and recite the circumstances of repayment or satisfaction (or part satisfaction) of the PSSO.

2 Also see

[- SIG-01 Signing of Documents](#)
