Drafting a Transfer of a Registered Title

14.1 A Transfer of Whole

The form of a land registry transfer is prescribed by the Land Registration Rules 1925. A completed land registry form 19 (transfer of title) would look like this:

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HM LAND REGISTRY
Transfer of Whole

County and District or London Borough Kent, Nineoaks
Title No. KT 00007
Property 39 Woodbrooke Avenue
Date 19 —

In consideration of SEVENTY SIX THOUSAND POUNDS (£76 000) the receipt of which is acknowledged I AMY BAKER of 39 Woodbrooke Avenue Nineoaks Kent civil engineer as beneficial owner hereby transfer to CATHERINE DOUGLAS of 39 Woodbrooke Avenue Nineoaks Kent market gardener the land comprised in the title above mentioned

Signed as a deed and delivered)
by the said Amy Baker in )
the presence of:
Norma Hopeless
40 Woodbrooke Avenue
Nineoaks Kent

(signed) Amy Baker
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Compare this with the conveyance in section 13.2:

(a) There are no recitals.

(b) The address of the purchaser should be the address at which he will be living after the registration of the transfer (often the address of the property that is being transferred). This is because the address on the transfer is the address that will be entered on the proprietorship register, and that will be the address to which the Registrar writes, e.g. giving warning of the application for entry of a caution.

(c) There is a statement of consideration, receipt clause and statement of capacity. They appear in a transfer for the same reasons as they appear in a conveyance.

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(d) There is no parcels clause, nor habendum. These are unnecessary because of the phrase ‘comprised in the title above mentioned’. The description of the land being conveyed and the title comes from the register, not from the transfer.

14.2 Variations

(a) A Transfer to Co-Purchasers

Land Registry form 19(JP) can be used for a transfer to co-owners. It varies from the standard form 19 by adding a clause which says either that the sole survivor of the transferees can give a good receipt for capital money arising on a disposition of the land, or alternatively, that he cannot. This clause amounts to a declaration as to whether or not the transferees are beneficial joint tenants and will govern whether or not a restriction is put on the proprietorship register (see Chapter 11).

However, while the declaration that the survivor cannot give a good receipt shows that the transferees are tenants in common, it does not establish the size of their shares. It is quite possible to declare the size of the share in the transfer, so that the transfer will state, for example that the registered proprietor transfers to Catherine Douglas and Charles Deering ‘as tenants in common in equal shares the land comprised in the title above mentioned’. It is then unnecessary to state that the survivor cannot give a valid receipt, as that is clearly evident from the statement that they are tenants in common. However, remember that the transfer is sent to the Registry for registration, and is retained there. It is, therefore, a sound idea not to depend on the transfer for a declaration of the shares, or at least not if they are in any way complicated. A separate document should be signed by the transferees setting out their equitable ownership. This is not sent to the Registry as the Registrar is not concerned with the ownership of the equitable interests. He will merely see the statement in the transfer that the sole survivor cannot give a good receipt for capital money.

(b) Transfer of Part of the Land in the Title

(i) It is essential for the transfer to describe which part of the land within the registered title is being transferred.

The transfer will read something like ‘the land shown and edged red on the annixed plan and known as ... being part of the land comprised in the title above mentioned’. The Land Registration Rules 1925 require that a plan be used, unless the part being transferred can be clearly defined by means of a verbal reference to the filed plan. If a plan is used in the transfer, it must be signed by the transferor and by or on behalf of the transferee (see rule 98 and Land Registry form 20).

(ii) No acknowledgement or undertaking are required. On completion the seller will hand the purchaser the transfer of part, but not the land