

What is an example of an attestation clause?

For example, in the case of a deed where the maker's signature requires attestation, the attestation clause typically states that the deed has been executed in the presence of at least one witness who attests the signatory's execution.

Do you need an attestation clause in a deed?

The general law does not require a particular attestation clause. It is sufficient if the clause makes clear that the signatures of the parties to the deed are intended to be by way of execution and that they were made in the presence of the witnesses. The wording should also state that the document has been executed "as a deed".

What is an attestation clause in a transfer of registered land?

In transfers of registered land and other instruments whose form is prescribed, the attestation clause must be in the form set out in Execution by a company under its common seal where the unregistered company executes using its common seal.

How do I attest a registered land transfer?

In transfers of registered land and other deeds whose form is prescribed, you must use the following attestation clause (or its Welsh equivalent) when individuals execute the deed and include the individual's name. Signed as a deed\*by (full name of individual) in the presence of

What is a prescribed attestation clause?

There is no prescribed attestation clause, but the following will be acceptable to us. Signed as a deed by (full name of the person who lacks capacity) acting by (full name of deputy) pursuant to (an Order/Direction) of the Court of Protection dated (...) in the presence of:

What is a new section 9.8 attestation clause?

A new section 9.8 has been added to provide guidance where a transfer has been executed by a judge or an officer of the court pursuant to a court order. Section 2.2 has been amended to emphasise the requirement that the full name of the party is required in an attestation clause.



Any decision made by a sole director of a company (other than a decision to appoint further directors) which has Model Articles 7(2) and 11(2) forming part of its articles would be invalid and void. Taking such decisions would mean that the sole director has acted outside their authority. This applies to past and future decisions.



a director and a company secretary of the company;  
or; for a proprietary company that has a sole director who is also the sole secretary ??? that sole director/sole secretary. Execution without a common Seal. A company may execute a document without using a common seal if the document is signed by: two directors of the company; or; a director



The Companies Act 1965 ("Act 1965") requires a company to have a minimum of 2 resident directors [1] as well as prohibiting the company from carrying on business with fewer than 2 shareholders for more than 6 months [2]. Nevertheless, Act 2016 now allows for the incorporation of a private company with the minimum number of one (1) director. [3]

# ATTESTATION CLAUSE COMPANY SOLE DIRECTOR



For a proprietary company that has a sole director, that director can sign the document, either where that director is also sole company secretary, or where the company does not have a company secretary. Electronic form documents and electronic signing are both permissible. 2. Executing a deed by signature



An attestation clause is a contractual provision where a witness certifies the person signing the document has signed before him or her. I specialize in law, business, marketing, and technology (and love it!). I'm an expert SEO and content marketer where I deeply enjoy writing content in highly competitive fields. On this blog, I share my



Further, a person may assume a document has been properly executed if it appears to have been signed in accordance with s 127(1) of the Act, and that any person who signs where an attestation clause states they are the sole director / secretary of the company, does occupy those positions.

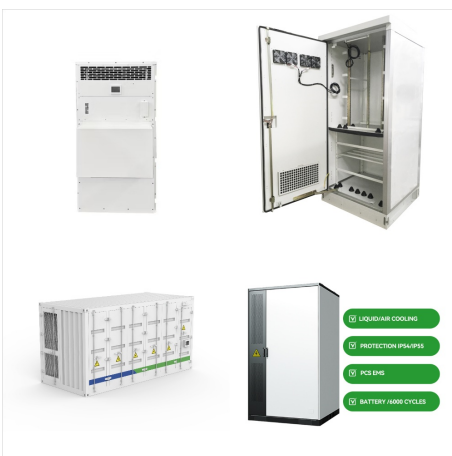
# ATTESTATION CLAUSE COMPANY SOLE DIRECTOR



An Act to reform company law and restate the greater part of the enactments relating to companies; to make other provision relating to companies and other forms of business organisation; to make provision about directors' disqualification, business names, auditors and actuaries; to amend Part 9 of the Enterprise Act 2002; and for connected purposes.



The guidance also provides a range of sample attestation clauses for individuals, companies, LLPs, partnerships and attorneys to use. This guidance will be useful for all company directors, secretaries and administrators who execute contracts on behalf of a company or are involved in arranging for their execution.



it is expressed (in whatever words) to be executed by the Hong Kong company, and; it is signed by the sole director (in case of a Hong Kong company with only 1 director) on the company's behalf or by 2 directors, or any of the directors and the company secretary (in case of a Hong Kong company with 2 or more directors) on the company's

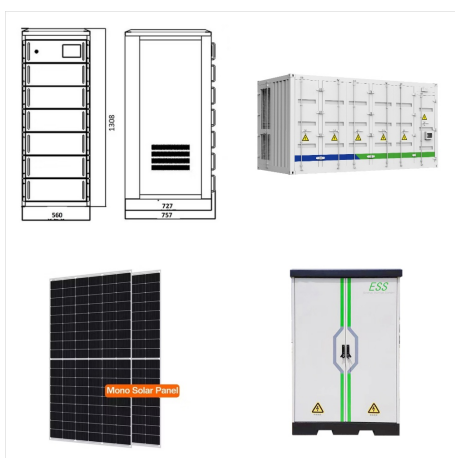




Related to ATTESTATION CLAUSES. Attestation Reports (i) By March 15 of each year, commencing in March 2007, the Master Servicer, the Credit Risk Manager, the Paying Agent and the Securities Administrator, each at its own expense, shall cause, and each such party shall cause any Servicing Function Participant engaged by it to cause, each at its own expense, a ???



An attestation clause is a clause stating that a document has been executed by an individual in the presence of a witness or witnesses (ie the witness attests the execution). As per section 1(3) of the Law of Property (Miscellaneous Provisions) Act 1989, where a deed is executed by an individual it is a requirement that the deed is executed in



It means that deeds can be signed on behalf of a company by one director rather than two. In English law (though not in Scots law), a deed is a more formal agreement than a simple contract. Execution formalities go further than a mere signature for the deed to be enforceable, though they are used only for a few types of transaction, including

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By a company. For contracts made by a company (usually, but not exclusively, deeds), additional execution requirements set out in section 44 of the Act must be observed, namely either: the company's seal must be affixed to the document OR; two directors or a director and the company secretary must sign the document OR



Until now, it has long been understood that article 7 supersedes article 11.2 if there is only a single director, however it was decided in this case that the company's articles prohibited it from making decisions with a sole director, as clauses 11.2 and 16 gave specific requirements to have a minimum number of two directors.

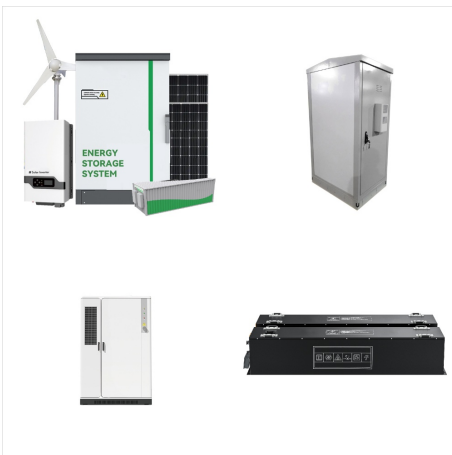


Further, a person may assume a document has been properly executed if it appears to have been signed in accordance with s 127(1) of the Act, and that any person who signs where an attestation clause states they are the sole director / secretary of the company, does in ???

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If the company has a corporate director note that where there are references in a document to it being signed by a corporate director, it is read (section 44(7) of the Companies Act 2006) as references to it being signed by an individual authorised by the firm (i.e. the corporate director) to sign on its behalf. Suggested execution clause is:



This resolution has been approved by the Board of Directors of \_\_\_\_\_ (Company) on \_\_\_\_\_, 20\_\_\_\_. I, as authorized by the Company, hereby certify and attest that all the information above is true and correct. \_\_\_\_\_ Secretary. Understanding Who Can Sign a Contract For a Company. As your company grows and expands, it is vitally important to ensure

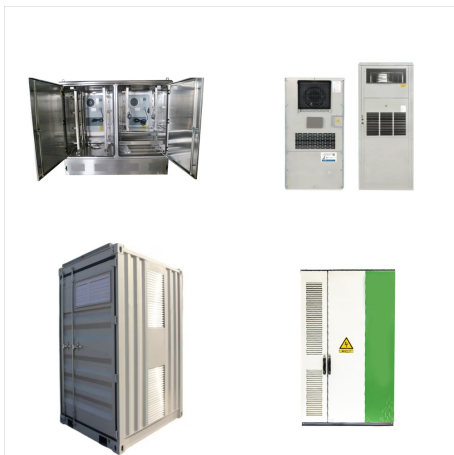


the sole director of a proprietary company, if that sole director is also the company secretary or where the company does not have a company secretary. a deed that is executed and attested in accordance with the signing and attestation requirements will be taken to be sealed. In Victoria, the words "Signed, Sealed and Delivered" should

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Most corporate practitioners had interpreted Article 7(2) to mean that Articles 11(2) and 11(3) did not apply to sole director companies, however the High Court held that Article 11(2) did in fact impose a requirement for the company to have more than one director and therefore, if unamended, a sole director could not rely on Article 7(2) to

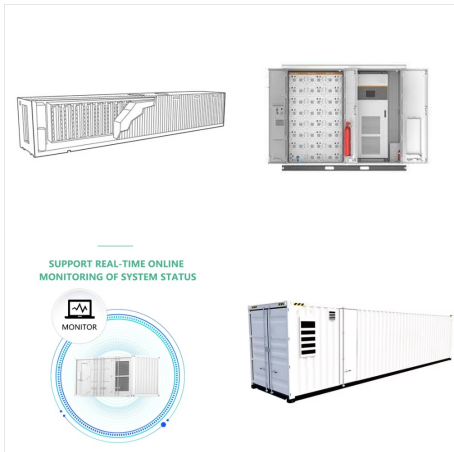


Your company must execute an agreement in accordance with the Corporations Act. This outlines that a company can validly execute an agreement with the signature of either (1) two directors of the company; (2) one director and one company secretary; or (3) for proprietary companies only, the sole director who is also the company secretary.



Option 1???deed executed by a company under its common seal (model articles, where the authorised signatory is an individual) Executed as a deed by [insert name of company] by affixing its common seal and by the signature of [insert name of director/secretary/other authorised person], [director OR sec





That section permits a proprietary company (but not a public company) to execute a document as an agreement if the company's seal is fixed to the document and the fixing of the seal is ???



A practice note explaining the formalities governing the execution of deeds and documents under the laws of England and Wales by a company incorporated under (or otherwise subject to) the Companies Act 2006.



Standard form execution clauses (also known as signature blocks and attestation clauses) for the execution by a UK company of a written contract or deed governed by the laws of England and Wales.  
Execution clause: Companies Act companies |  
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Your company must execute an agreement in accordance with the Corporations Act. This outlines that a company can validly execute an agreement with the signature of either (1) two directors of the company; (2) one director ???



At least one director and a company secretary  
Proprietary company with a sole director and secretary Other (sole director who is not also the sole secretary) Execute under section 127 of the Corporations Act \*\* Two signatures, from either: two directors; or a director and company secretary (as applicable). No witnesses required.



The question to be determined by the High Court was whether the sole director of a company had authority to act. The company in question had adopted the Model Articles, but with some modifications, and the relevant Articles are set out below. DECISION-MAKING BY DIRECTORS. 7.???  
Directors to take decisions collectively (2) If???