

CRO(ss) B(order) E(lectronic) CO(nveyancing)



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ELRA develops draft on a Common Conveyancing Reference Framework for crossborder electronic conveyancing.

The CCRF is a toolbox for conveyancers, registrars and other stakeholders who want to improve:

- faith of potential buyers in equal legal protection;
- efficiency and speed in the (computerized) processing of cross border transactions in land registries.

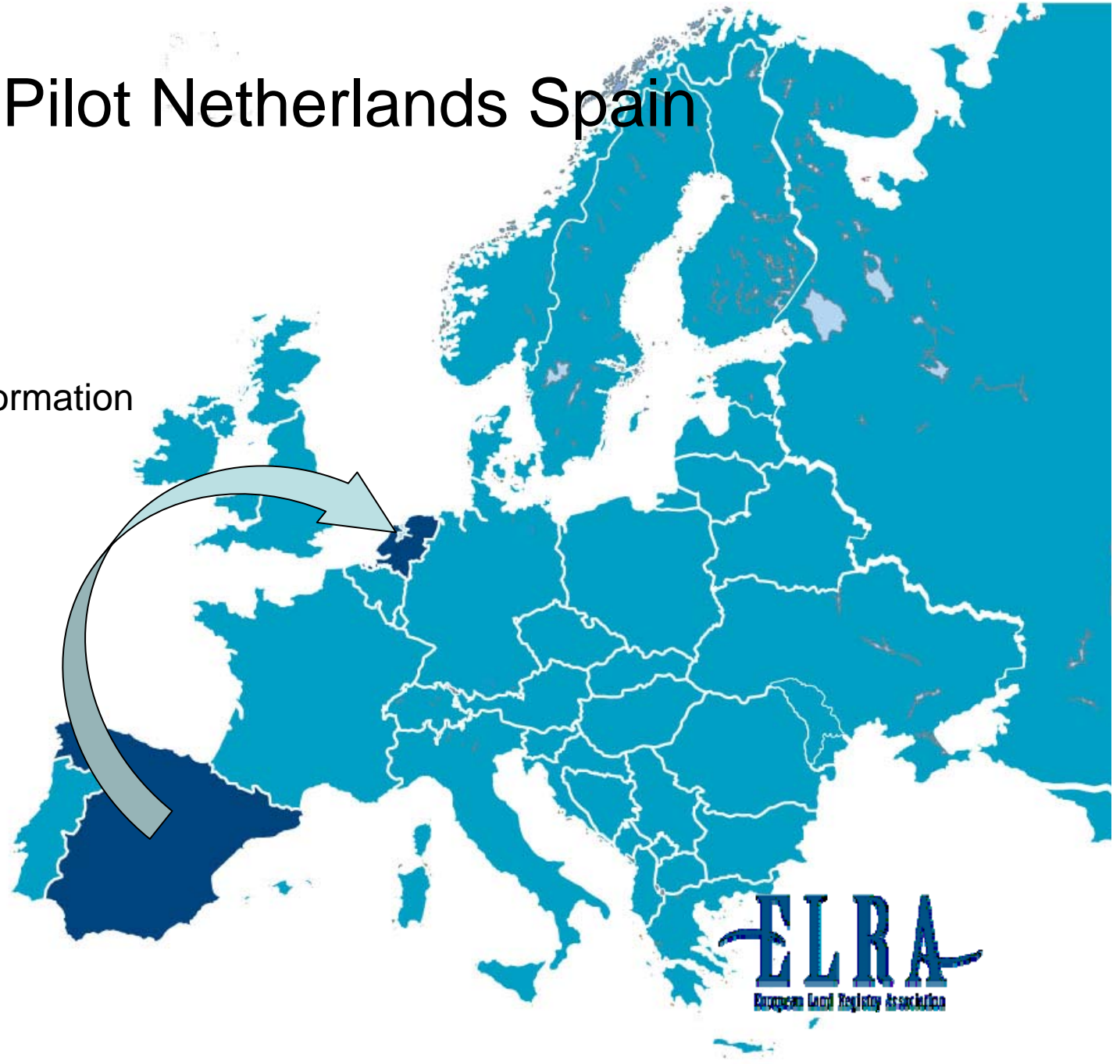
Pilot Netherlands/Spain

Regulation
(EC) 593/2008:
Contract is governed
by law chosen
by the parties



Pilot Netherlands Spain

Collecting information



Deed sent to home country registrar with request to add advice on validity of contract



Sending from Netherlands to Spain

Dutch Registrar
forwards deed and
advice to Spanish
colleague



CROBECO-questions

- Can a Dutch notary execute a deed in a foreign language?
 - Dutch Notarial Act (art. 42): Yes, but only if (s)he has sufficient knowledge of the foreign language → notarial responsibility!



CROBECO-questions

- Is it possible to record a Foreign deed in the Spanish LR?
 - Yes, according to Spanish Law



CROBECO-questions

- Does the Dutch notary know foreign law?

Responsibility of notary: advice from Dutch Registrar (LERN / Legal Science



CROBECO-questions

- How does the Spanish colleague-registrar know the agreement is valid?
 - Advice on evaluation of validity of agreement (Dutch colleague) because the agreement has been declared subject to Dutch law (Rome I);
 - The Dutch colleague knows what's to be scrutinised to conclude the agreement is valid, according to Dutch law;
 - Scrutinising by using standardised deeds , content approved by Legal Science
 - Dutch Registrar adds an advice on validity of the agreement



CROBECO-questions

- What kind of advice is given by the Dutch Registrar?
 - The (first part of the) deed implies consensus ad idem;
 - Dutch registrar checks in accordance with the Dutch law if there is an agreement by checking:
 - Usual standardised information on buyer and seller in the contract of sale;
 - Statement of notary on capacity (adulthood, competence to act)
 - Protective clause against unknown foreign legislation (dissolving condition)
 - Conclusive evidence (authentic deed, signature notary)



CROBECO-questions

- How can this be done on a short notice?
 - For scrutinising the validity of a contract that according to Rome 1 is made subject to Dutch law a partly standardised contract will be used that can be evaluated in advance by the registrars and legal scientists from Spain;
 - Stylesheet!



CROBECO-questions

- How about the mortgage (deed)?
 - Step by step
 - Advice Legal Science & research Rabobank



CROBECO-questions

- How about conclusive evidence?
 - Authentic deed & true copy of the deed
 - Qualified electronic signature



CROBECO-questions

- How to get the needed information from a colleague?



Respect for existing circumstances

No change in responsibilities of registrar/ conveyancer

No change in conveyancing systems

No change in legislation

Reuse of existing techniques (e.g. STORK, SPOCS, EPO, eCODEX)



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CROBECO-questions

- Is it possible to record a Foreign deed in the Spanish LR?
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CROBECO-questions

- Does the Dutch notary know foreign law?
 - Perhaps; if not: advice from Dutch Registrar (LERN / Legal Science)



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European Land Registry Network (ELRN)

Operating Rules for the ELRN

Contactpoints

Information provided by the Contact Points shall not be binding, nor shall it be subject to any liability. It is an informal procedure of cooperation.



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ELRA
European Land Registry Association





