

Execution of Deeds by Individuals

In Singapore - Signed, Sealed and Delivered



What happened previously?



Green ribbon accepted by the English Court of Appeal in place of a seal (*Re Sarah Jane Sandilands (1871)*)



L.S. initials accepted by the English Court of Appeal in place of a seal (*First National Securities Ltd v Jones and another (1978)*)



Abolishment of the seal requirement in the United Kingdom for individuals (*Law of Property (Miscellaneous Provisions) Act 1989*)



Merely signing on a blank space opposite the words "signed, sealed and delivered" isn't sufficient to satisfy the requirements for the execution of a deed (*Singapore High Court in United Overseas Bank Ltd v Lea Tool (1998)*)

What is the position in Singapore today?

In respect of companies, the Singapore Companies Act was amended in 2017 so that companies no longer need to affix a common seal when executing a deed, so long as the requirements under the Act are satisfied.

In respect of individuals, the Singapore Court of Appeal recently confirmed in 2020 (*Lim Zhipeng v Seow Suat Thin and another*) that a deed signed by an individual still needs to be signed, *sealed and delivered. This is important since certain documents have to be executed as a deed in order to be valid.



What constitutes a seal?



Other than the adorable animal, a seal was traditionally affixed by wax or wafer. In modern times, this is represented by a red circular sticker. It remains to be seen how Singapore courts treat sealing executed via electronic means.

This being the case, we take the more conservative approach of encouraging startups to affix a red sticker to a deed executed by an individual until new legislation or case law has clarified this position.

Practical Notes



1. Ensure all references in an agreement are changed to "Deed"
2. Insert an electronic seal on the signature page, with the words, "Signed, Sealed and Delivered"
3. Paste a red sticker and send a copy to all parties after the document is signed

As of December 2021

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