

### Practice Note 3 - Delete what is not within your knowledge or intention.

Take time to read through the document you are being asked to notarise. Clauses which bind the notary to unintended obligations may be found throughout some documents, and are not necessarily placed at the end or near the attestation clause or jurat. This is common in European documents which have been drafted with a Civil Law notary in mind. Delete and initial anything that you either have not done, or is not within your knowledge.

Some examples are:

- *The Grantor has, in my opinion as Civil Law Notary, the required legal capacity to execute the present power of attorney; or*
- *I, \_\_\_\_\_, Civil Law Notary in the City of \_\_\_\_\_, DO HEREBY CERTIFY that (i) the forms and solemnities required under the laws of the \_\_\_\_\_ for the granting of this power of attorney have been complied with; and (ii) that **XXX** has due capacity to validly execute this power of attorney; or*
- *(Common in Fijian documents): SWORN by the said **XXX** at this day of 20 before me after the contents hereof were read over and explained to him/her and he/she appeared fully to understand the meaning and effect thereof.*

Similarly, you may be presented with documents which are entitled “Declaration” but which refer to the deponent “swearing” that statements are true and correct (with or without a jurat). The discrepancies can be addressed in your notarial certificate, i.e. “I, Notary Name, certify that today I identified and witnessed the signature of XYZ who swore/declared/swore and declared before me the facts set out in the attached document entitled “Declaration”.

Also, bearing in mind that overseas jurisdictions may have different legal requirements, a qualification to your notarial certificate may be appropriate, such as “whilst I have witnessed the signatures of A and B on the attached document, because the document has been prepared in an overseas jurisdiction, I give no certification as to its legal effect”.