

CASE STUDY MATERIALS

June 2018
Level 6
CONVEYANCING
Subject Code L6-17



THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

UNIT 17 – CONVEYANCING*

CASE STUDY MATERIALS

Information for Candidates on Using the Case Study Materials

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

Instructions to Candidates Before the Examination

- You will be provided with a clean copy of the case study materials in the examination.
- You are **NOT** permitted to take your own copy of the case study materials or any other materials including notes or textbooks except a Statute Book, where permitted, into the examination.
- In the examination, candidates must comply with the CILEx Examination Regulations.

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* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE** and the **LEVEL 6 DIPLOMA IN LEGAL PRACTICE**

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. You have just started work in the Property Department and your supervising partner is Susan Shah.

Susan Shah acts for Mr and Mrs Platt and has asked you to take over the day-to-day conduct of their matters. She has sent you the following documents:

- Document 1** Memorandum dated 18 May 2018
- Document 2** Attendance note dated 17 May 2018
- Document 3** Conveyance dated 9 April 1975 made between Fiona Cunningham (1) and Daniel Costello (2)
- Document 4** Conveyance dated 16 September 1981 made between Daniel Costello (1) and Julie Platt (2)
- Document 5** Deed of Conveyance by way of Gift dated 14 March 1989 made between Julie Platt (1) and Jonathan Platt and Abbie Platt (2)
- Document 6** Mortgage Deed dated 20 October 1989 made between Jonathan Platt and Abbie Platt (1) and the Halifax Building Society (2)
- Document 7** Official Copies of the Register and Title Plan for 157 Merchants Quay, Salford, M50 3XQ
- Document 8** Standard Conditions of Sale (5th Edition)

DOCUMENT 1

MEMORANDUM

To: Trainee Lawyer
From: Susan Shah
Date: 18 May 2018
Subject: Mr and Mrs Jonathan and Abbie Platt
Sale of 30 Haven Street, Manchester, M6 5QR (Haven Street) and
purchase of 157 Merchants Quay, Salford, M50 3XQ (Merchants
Quay)

I act for Mr and Mrs Jonathan and Abbie Platt in relation to their sale and purchase of the above.

I attach a copy of my attendance noted dated 17 May 2018 (**Document 2**).

We have copies of the title deeds and documents for Haven Street (**Documents 3–6 inclusive**). However, we are not holding the originals.

I have received correspondence from the seller's lawyers enclosing Official Copies of the Register and Title Plan in respect of Merchants Quay (**Document 7**).

All parties are following the Law Society Conveyancing Protocol and have agreed completion dates of 20 July 2018.

I am also in receipt of the mortgage offer from RBS plc and we are instructed to act for the lender as well.

The total cost of the search fees, Official Copy fees and Bankruptcy Search fees in relation to the sale and purchase is £400.

Susan

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DOCUMENT 2

ATTENDANCE NOTE

Date: 17 May 2018

Time engaged: 7 units

Attending: Susan Shah

Clients' full names: Jonathan and Abbie Platt

Address: 30 Haven Street, Manchester, M6 5QR

Telephone numbers: 0113 345 9292
0720 3873732 (mobile)

Details of purchase

Property: 157 Merchants Quay, Salford, M50 3XQ.

Seller: Ms Baljeet Patel.

Seller's lawyers: Stanton & Co LLP, 187 Station Road, Salford M50 9YH (Gary Rhodes acting).

Purchase price: £250,000.00.

Contents: Fridge, washing machine, dishwasher and four wardrobes (freestanding) to be included in the purchase price.

Mortgage: Application to RBS plc for a £95,000.00 loan. We are instructed to act on behalf of the lender.

Survey: Homebuyer Report commissioned.

Completion date: 20 July 2018 (apparently clients have agreed this with the seller).

Linked transaction: Sale of 30 Haven Street, Manchester, M6 5QR.

Finance: Clients have savings of £5,500.00.

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Costs, etc: Fixed fee quoted of £575 plus VAT and disbursements. Complaints procedure dealt with and an appropriate engagement letter sent. **[Note to candidates: not supplied.]**

Other matters: The seller will accept a 5% deposit. The seller, Ms Patel, has a related purchase. Clients have paid £400 on account of costs and disbursements.

Details of sale

Property to be sold: 30 Haven Street, Manchester, M6 5QR.

Sale price: £157,500.00.

Fixtures and fittings: All carpets and curtains are included in the purchase price.

Purchasers: Samantha and Timothy Huk both of 1337 Rochdale Road, Blackley, M9 6FG.

Purchasers' lawyers: Dibbs and Co, 178 High Street, Blackley M9 8HJ (Simon Browne acting).

Mortgage: £3,000 owed to Halifax Building Society.

Costs: Fixed fee quoted of £750 plus VAT and disbursements for an unregistered land transaction.

Other matters: The buyers' purchase is dependent on the sale of a small flat.

Action taken: Initial correspondence sent to the buyers' lawyers informing them that we will be following the Law Society Conveyancing Protocol and asking them to confirm their instructions.

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DOCUMENT 3

THIS CONVEYANCE is made the 9th day of April One Thousand Nine Hundred and Seventy Five between **FIONA CUNNINGHAM** of 30 Haven Street, Manchester, M6 5QR (hereinafter called "the Vendor") of the one part and **DANIEL COSTELLO** of 71 High Street, Bolton (hereinafter called "the Purchaser") of the other part.



WHEREAS

The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchaser at the price of sixteen thousand pounds (£16,000).

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of sixteen thousand pounds paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser **ALL THAT** piece of land together with the dwelling house erected thereon situate at and known as 30 Haven Street, Manchester, M6 5QR more particularly delineated on the plan annexed to a conveyance made 30th March 1964 between Haven Homes (Manchester) Limited of the one part and Stella Cruise of the other part **TO HOLD** unto the Purchaser in fee simple subject to the covenants conditions and stipulations contained mentioned or referred to in a conveyance made 18 December 1962 between Joshua Cohen of the one part and Haven Homes (Manchester) Limited of the other part.



2. The Purchaser (with the object of affording to the Vendor a full indemnity in respect of any breach of the said covenants conditions and stipulations but not further or otherwise) hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the said covenants conditions and stipulations and keep the Vendor and her estate and effects indemnified against all actions claims demands and liabilities in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced.



3. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds twenty thousand pounds.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written.



SIGNED SEALED and DELIVERED }
by the said **FIONA CUNNINGHAM** }
acting by her Attorney Geraldine Cotton }
in the presence of }

Fiona Cunningham



Siegfried Dance
Solicitor, Sale

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SIGNED SEALED and DELIVERED }
by the said **DANIEL COSTELLO** }
in the presence of }
Charles Green
Solicitor, Sale

Danny Costello



DOCUMENT 4

THIS CONVEYANCE is made the 16th day of September One Thousand Nine Hundred and Eighty One between **DANIEL COSTELLO** of 30 Haven Street, Manchester, M6 5QR (hereinafter called "the Vendor") of the one part and **JULIE PLATT** of 16 Grange Street, Bolton (hereinafter called "the Purchaser") of the other part.

WHEREAS

The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchaser at the price of twenty-four thousand five hundred pounds (£24,500).

NOW THIS DEED WITNESSETH as follows:

- In consideration of the sum of twenty-four thousand five hundred pounds paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchaser **ALL THAT** piece of land together with the dwelling house erected thereon situate at and known as 30 Haven Street, Manchester, M6 5QR more particularly delineated on the plan annexed to a conveyance made 30th March 1964 between Haven Homes (Manchester) Limited of the one part and Stella Cruise of the other part **TO HOLD** unto the Purchaser in fee simple subject to the covenants conditions and stipulations contained mentioned or referred to in a conveyance made 18 December 1962 between Joshua Cohen of the one part and Haven Homes (Manchester) Limited of the other part.
- The Purchaser (with the object of affording to the Vendor a full indemnity in respect of any breach of the said covenants conditions and stipulations but not further or otherwise) hereby covenants with the Vendor that the Purchaser and the persons deriving title under her will at all times hereafter observe and perform the said covenants conditions and stipulations and keep the Vendor and his estate and effects indemnified against all actions claims demands and liabilities in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced.
- It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds twenty five thousand pounds.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED }
by the said **DANIEL COSTELLO** }
in the presence of }

Charles Green
Solicitor, Sale

Danny Costello



SIGNED SEALED and DELIVERED }
by the said **JULIE PLATT** }
in the presence of }
Gregory Smith
Solicitor, Sale

Julie Platt



DOCUMENT 5



THIS DEED OF CONVEYANCE BY WAY OF GIFT is made the fourteenth day of March One Thousand Nine Hundred and Eighty Nine between **JULIE PLATT** of 30 Haven Street, Manchester, M6 5QR (hereinafter called “the Donor”) of the one part and **JONATHAN PLATT** and **ABBIE PLATT** of the same address of (hereinafter called “the Donees”) of the other part.

WHEREAS

- (A) The Donor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances
- (B) The Donor is desirous of vesting the said legal estate in the property in the Donees by way of gift as hereinafter appears

NOW THIS DEED WITNESSETH as follows:

1. In consideration of her natural love and affection for the Donees the Donor as beneficial owner hereby conveys unto the Donees **ALL THAT** piece of land together with the dwelling house erected thereon situate at and known as 30 Haven Street, Manchester, M6 5QR more particularly delineated on the plan annexed to a Conveyance made 30th March 1964 between Haven Homes (Manchester) Limited of the one part and Stella Cruise of the other part **TO HOLD** unto the Donees in fee simple **SUBJECT TO** the covenants conditions and stipulations contained mentioned or referred to in a conveyance made 18 December 1962 between Joshua Cohen of the one part and Haven Homes (Manchester) Limited of the other part.
2. The Donees (with the object of affording to the Donor a full indemnity in respect of any breach of the said covenants conditions and stipulations but not further or otherwise) hereby jointly and severally covenant with the Donor that they the Donees and the persons deriving title under them will at all times hereafter observe and perform the said covenants conditions and stipulations and keep the Donor and her estate and effects indemnified against all actions claims demands and liabilities in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced.
3. It is hereby certified that this Deed falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

IN WITNESS whereof the parties hereto have set their hands and seals the day and year first before written.

SIGNED SEALED and **DELIVERED** }
by the said **JULIE PLATT** }
in the presence of }
Gregory Smith
Solicitor, Sale

Julie Platt



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SIGNED SEALED and DELIVERED }
by the said **JONATHAN PLATT** }
in the presence of }
Robert Pence
Solicitor, Manchester

Jonathan Platt



SIGNED SEALED and DELIVERED }
by the said **ABBIE PLATT** }
in the presence of }
Robert Pence
Solicitor, Manchester

Abbie Platt



Turn over

HALIFAX BUILDING SOCIETY

MORTGAGE DEED dated: *20th October 1989 made* between the Borrowers Jonathan Platt and Abbie Platt both of 30 Haven Street, Manchester, M6 5QR and **HALIFAX BUILDING SOCIETY** ("the Society") whose chief office is Trinity Street, Halifax, West Yorkshire, HX1 2QR.

1. The Borrowers are members of the Society and are bound by the rules so far as they are not inconsistent with or varied by this Deed.
2. The Society has paid to the Borrowers the advance mentioned below ("the Advance") the receipt of which the Borrowers acknowledge.
3. The Borrowers as Beneficial Owners charge the property described below ("the Property") by way of legal mortgage with the payment to the Society of the Advance, interest and other monies payable to the Society by the Borrowers or otherwise secured by this Deed. The legal right of redemption shall cease one calendar month after the date of this Deed and in favour of a purchaser the power of sale shall be exercisable from that date.
4. This Mortgage shall be the security for all further advances or sums becoming owing by the Borrowers to the Society in respect of the Property.
5. This Mortgage incorporates the Halifax Building Society Mortgage Conditions 1988 Edition which have been prescribed by the Board.

THE ADVANCE: £20,000

THE PROPERTY: The freehold land known as 30 Haven Street, Manchester, M6 5QR, more particularly described in a Conveyance of 30th March 1964 between Haven Homes (Manchester) Limited of the one part and Stella Cruise of the other part.

IN WITNESS whereof the Borrowers have set their hands and seals the day and year first before written.

SIGNED SEALED and DELIVERED }
by the said **JONATHAN PLATT** }
in the presence of }
Robert Pence
Solicitor, Manchester

Jonathan Platt



SIGNED SEALED and DELIVERED }
by the said **ABBIE PLATT** }
in the presence of }
Robert Pence
Solicitor, Manchester

Abbie Platt



HALIFAX BUILDING SOCIETY acknowledge to have received all monies intended to be secured by the within written deed, in witness whereof the Common Seal of the Society is hereunto affixed this _____ day of _____ by order of the Board of Directors.



HM Land Registry

Official copy
of register of
title

Title number GM475555

Edition date 13.02.1997

- This official copy shows the entries subsisting on the register on 18 May 2018 at 13:58:08.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 18 May 2018 at 13:58:08.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : SALFORD

- 1 (29.04.1988) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 157 Merchants Quay, Salford and garage, M50 3XQ.
- 2 (29.04.1988) The mines and minerals are excepted.
- 3 (29.04.1988) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date	:	29 April 1988
Term	:	998 years from 1 January 1986
Rent	:	As therein mentioned
Parties	:	(1) The Council of the City of Salford (2) Merchants Quay Management Company Limited (3) Arijit Singh
- 4 (29.04.1988) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 5 (29.04.1988) Lessor's title registered under GM415555.
- 6 (29.04.1988) Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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Title Number GM475555

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (13.02.1997) PROPRIETOR: Baljeet Patel of 157 Merchants Quay, Salford Quays, Manchester, M50 3XQ.
- 2 (29.04.1988) RESTRICTION: Except under an Order of the registrar no transfer or assent is to be registered unless a certificate is given by the lessor that notice of such transfer or assent has been given to the lessor.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (29.04.1988) A Conveyance dated 12 October 1937 made between (1) London Midland and Scottish Railways Company (2) Robert Clifton and (3) Manchester Liners Limited contains restrictive covenants by the Vendor but neither the original Conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (29.04.1988) A Transfer of the freehold estate in the land in this title and other land dated 29 March 1984 made between (1) Manchester Ship Canal Company and (2) The Council of the City of Salford contains the following covenants:-

"The Council HEREBY COVENANTS with the Canal Company for the benefit and protection of the Canal Company's Dock No.9 and the said Canal and so to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Council liable for any breach of covenant after it shall have parted with all interest in the land hereby transferred that the Council -

(a) will not lawfully deposit or permit to be deposited or flow into the waters of the Manchester Ship Canal or Number 9 Dock any materials or waste matter (other than clean surface water) or permit any such materials or waste matter to flow or be deposited or fall into the said Canal or Number 9 Dock and will remove any such material or waste matter so deposited or falling into the said Canal as soon as practicable or will bear the reasonable cost of such removal by the Canal Company

(b) will not carry out or permit to be carried out any substantial construction or building works including any excavation within Thirty feet of the frontages to the said Canal and Forty five feet from Number 9 Dock otherwise than in accordance with detailed plans and specifications previously approved in writing by the Chief Engineer or Secretary for the time being of the Canal Company whose approval shall not be unreasonably withheld.


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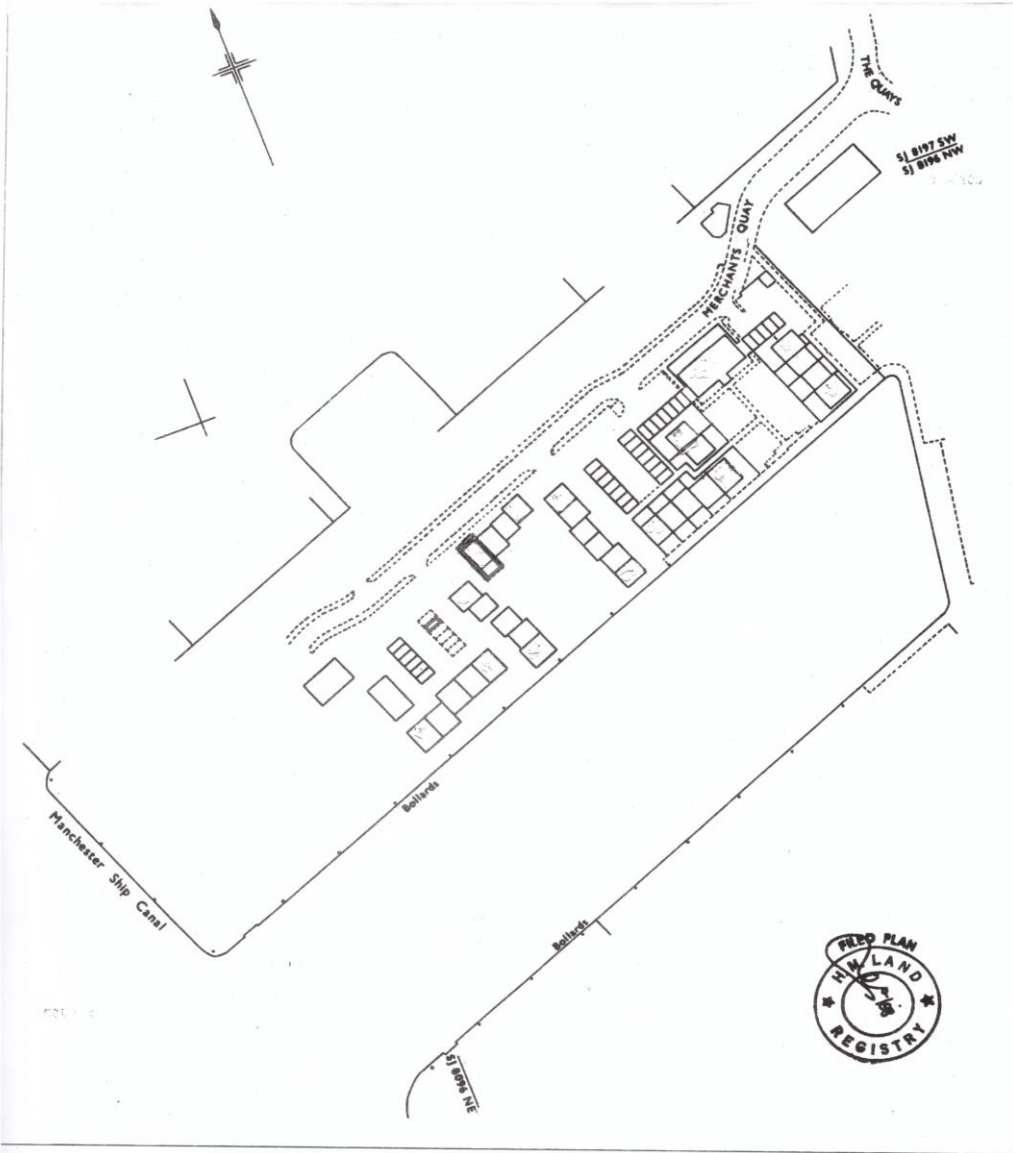
- 3 (13.02.1997) REGISTERED CHARGE dated 15 January 1997.
- 4 (13.02.1997) Proprietor: NORTHERN ROCK (ASSET MANAGEMENT) PLC (Co. Regn. No. 3273685) of Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA.

End of register

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<p>Land Registry Official Copy of Title plan</p>	<p>Title number GM475555 Ordnance Survey map reference SJ 8196 Scale 1/1250 County Greater Manchester District Salford</p>	
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This official copy is incomplete without the preceding notes page.

[Note to Candidates: the areas bounded by the thick black lines are the areas edged in red referred to in the Official Copy of the Register of Title.]

DOCUMENT 8

Standard Conditions of Sale (5th Edition)

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This Specimen copy of SCS1 has been reproduced for examination purposes only by kind permission of Oyez Professional Services Limited and The Law Society of England and Wales.

End of Case Study Materials

