

THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

UNIT 17 – CONVEYANCING*

Time allowed: 3 hours plus 15 minutes' reading time

Instructions to Candidates

- You have been provided with a clean copy of the case study materials for you to use in this examination.
- You have **FIFTEEN** minutes to read through this question paper and the case study materials before the start of the examination.
- **It is strongly recommended that you use the reading time to read this question paper fully.** However, you may make notes on this question paper or in your answer booklet during this time, if you wish.
- **All questions are compulsory. You must answer ALL the questions.**
- Write in full sentences – a yes or no answer will earn no marks.
- Candidates must comply with the CILEx Examination Regulations.
- Full reasoning must be shown in answers. Statutory authorities, decided cases and examples should be used where appropriate.

Information for Candidates

- The mark allocation for each question and part-question is given and you are advised to take this into account in planning your work.
- Write in blue or black ink or ballpoint pen.
- Attention should be paid to clear, neat handwriting and tidy alterations.
- Complete all rough work in your answer booklet. Cross through any work you do not want marked.

Do not turn over this page until instructed by the Invigilator.

* 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**

Question 1

Reference: Question relates to 94 Outram Street, Middlesbrough, TS1 4EL (**Outram Street**) and to **Documents 1, 2, 3 and 4** of the case study materials.

- (a) Explain what you will need to include in the pre-contract package for Outram Street under the Law Society Conveyancing Protocol.

(11 marks)

- (b) Explain what issues (if any) the buyers' lawyers will have in relation to Noor Khan and what action you will need to take to deal with these issues.

(11 marks)

(Total: 22 marks)

Question 2

Reference: Question relates to Flat 1, Waters-end, 39 North Road, Liverpool, L19 0LP (**Flat 1**) and to **Documents 1, 2, 5, 6 and 7** of the case study materials.

- (a) Identify what proof of payment you will require the sellers' lawyers to provide you with in relation to Flat 1 and explain why this proof of payment is required.

(6 marks)

- (b) Identify what documentation, in addition to that already provided by the sellers' lawyers, you would expect the sellers' lawyers to have sent you as part of the pre-contract package for Flat 1.

(5 marks)

- (c) Explain whether the forfeiture provisions contained in the lease of Flat 1 will be acceptable to your clients.

(5 marks)

- (d) Explain what problems the class of title of Flat 1 causes and the various steps you will take to overcome any problems that you identify.

(11 marks)

(Total: 27 marks)

Question 3

Reference: Question relates to 94 Outram Street, Middlesbrough, TS1 4EL (**Outram Street**) and to Flat 1, Waters-end, 39 North Road, Liverpool, L19 0LP (**Flat 1**) and to **Documents 1, 2, 3, 4, 5, 6 and 7** of the case study materials.

- (a) **In your answer booklet**, draft the following parts of the sale contract for Outram Street:

(NOTE TO CANDIDATES: a copy of the sale contract is attached to this examination paper (Document A) for reference only. Do not write your answer on the sale contract and do not give any reasons why or how you are drafting the contract):

- | | |
|---------------------------|------------------|
| 1. Seller | (1 mark) |
| 2. Buyer | (1 mark) |
| 3. Property | (1 mark) |
| 4. Title number | (1 mark) |
| 5. Specified incumbrances | (2 marks) |
| 6. Title guarantee | (1 mark) |
| 7. Purchase price | (1 mark) |
| 8. Deposit | (1 mark) |
| 9. Contents price | (1 mark) |
| 10. Balance | (1 mark) |

Any additional special conditions that will need to be added to the contract.

(2 marks)
(Total: 13 marks)

You have now received the results of the pre-contract searches you performed on Flat 1. The Groundsure search result states that Flat 1 is at high risk of surface water flooding. All other search results are acceptable.

- (b) Explain what action you will now take as a consequence of the Groundsure search result.

(8 marks)

Assume that all issues raised by the Groundsure search result have now been satisfactorily resolved and that you are now preparing to exchange contracts for your clients' sale and purchase.

- (c) Identify which formula you will use to exchange contracts on the sale of Outram Street and the purchase of Flat 1 and, following exchange under that formula, what you should:

- receive from the buyers' lawyers; and
- send to the sellers' lawyers.

(7 marks)
(Total: 28 marks)

Turn over

Question 4

Reference: Question relates to 94 Outram Street, Middlesbrough, TS1 4EL (**Outram Street**) and to Flat 1, Waters-end, 39 North Road, Liverpool, L19 0LP (**Flat 1**) and to **Documents 1, 2, 3, 5, 6 and 7** of the case study materials.

- (a) Identify which pre-completion searches you will perform in relation to Flat 1. In your answer, for each priority search that you identify, clearly explain:
- the form that you will use to carry out each search; and
 - the priority period that will be conferred by each search result.

(5 marks)

Completion is scheduled to occur today. The sellers' lawyers have just telephoned you, stating that Mrs Robinson died over the weekend and the sale will not complete today. Mr Robinson still wants to proceed with the sale.

- (b) Explain what steps need to be taken to enable the sale to proceed satisfactorily, and what other action you will need to take to protect your clients as a consequence of Mrs Robinson's death.

(7 marks)

Assume that you have now completed the sale of Outram Street and the purchase of Flat 1.

- (c) Explain what post-completion steps you will now take in relation to Flat 1 and any time limits that apply.

(11 marks)

(Total: 23 marks)

DOCUMENT A

(To be used with Question 3)

CONTRACT

**Incorporating the
Standard Conditions of Sale
(Fifth Edition – 2018 Revision)**

For conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer:

Law Society Formula: [A / B / C / Personal exchange]

The information above does not form part of the Contract

Date :

Seller :

Buyer :

Property (freehold/leasehold) :

Title number/root of title :

Specified incumbrances :

Title guarantee (full/limited) :

Completion date :

Contract rate :

Purchase price :

Deposit :

Contents price (if separate) :

Balance :

The seller will sell and the buyer will buy the property for the purchase price.

<p style="text-align: center;">WARNING</p> <p style="text-align: center;">This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.</p>	<p>Signed</p> <p style="text-align: right;">Seller/Buyer</p>
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Turn over

- 1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition).
- 1 (b) The terms used in this contract have the same meaning when used in the Conditions.
- 2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
- 3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
- 3 (b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale
- 4 The property is sold with vacant possession.
- (or)
- 4 The property is sold subject to the following leases or tenancies:
- 5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were rather than 2.00 p.m.
- 6 **Representations**
Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.
- 7 **Occupier's consent**
Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.
Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

Name

Signature

Notices may be sent to:

Seller's conveyancer's name:

E-mail address:*

Buyer's conveyancer's name:

E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)

End of Examination Paper

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