



21 January 2022  
Level 6  
CONVEYANCING  
Subject Code L6-17

## 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.

## Question 1

Reference: Question 1 relates to 20 Chapel Drive, Giffard Park, Milton Keynes MK14 5LA (**20 Chapel Drive**) and to **Documents 1, 2, 3, 4** and **7** of the case study materials.

**You are reviewing the official copies of the register of title in relation to 20 Chapel Drive.**

- (a) Explain the purpose and effect of entry number 4 in the property register.

**(6 marks)**

**You are reviewing the terms of the Lease of 20 Chapel Drive ('the Lease').**

- (b) Explain whether the Buyers' lawyers are likely to have any concerns in relation to clause 5 of the Lease and, if so, what action you might be required to take.

**(9 marks)**

- (c) Explain what action you will need to take under the terms of the Lease to enable your clients to sell the property. Your answer should cover the relevant legal principles, the procedures involved, the documentation you will need to obtain and the impact of the Standard Conditions of Sale (5th Edition - 2018 Revision).

**(9 marks)**

**You are preparing the draft contract for the sale of 20 Chapel Drive using the standard form Contract Incorporating the Standard Conditions of Sale (Fifth Edition – 2018 Revision).**

- (d) Complete the elements of the draft contract specified below. In addition, you should identify who will need to sign the contract along with the Seller.

- |                               |                 |
|-------------------------------|-----------------|
| (i) Seller:                   | <b>(1 mark)</b> |
| (ii) Buyer:                   | <b>(1 mark)</b> |
| (iii) Specified incumbrances: | <b>(1 mark)</b> |
| (iv) Balance:                 | <b>(1 mark)</b> |
| (v) Additional signatories:   | <b>(1 mark)</b> |

**(Total: 5 marks)**

**(Total: 29 marks)**

## Question 2

Reference: Question 2 relates to Windy Ridge, 6 Sea Lane, Ingoldmells (**Windy Ridge**) and to **Documents 1, 2, 5, 6 and 7** of the case study materials.

**The Seller's lawyers have sent you a contract bundle in relation to Windy Ridge. The draft contract states that a 10% deposit is required. You are satisfied that the contract bundle contains all the documents required by The Law Society's Conveyancing Protocol.**

- (a) Based solely on the information currently available to you, draft an email to your clients which:
- explains any issues that they need to be aware of in relation to their proposed use of Windy Ridge
  - identifies options as to how those issues might be resolved.

**[NOTE TO CANDIDATES: In your answer, you do not need to discuss any issues relating to planning control.]**

**(13 marks)**

**The Seller's lawyer has included a draft transfer with the contract bundle. It contains the following details:**

Date:	
Transferor:	Dorothy Deborah Jean Isherwood
Transferee for entry in the register:	Edward Morgan and Suzanna Francis Morgan
The transferor transfers with:	<input type="checkbox"/> Full title guarantee <input type="checkbox"/> Limited title guarantee
Additional provisions:	None

**[NOTE TO CANDIDATES: The proposed provisions above are extracts from the draft transfer. You should assume that in all other respects the transfer is correct as to both form and content.]**

- (b) Explain the errors or omissions (if any) in the details that the Seller's lawyer has included in the draft transfer. In doing so, you should set out the corrections that you would require the Seller's lawyer to make (including drafting any necessary wording).

**(11 marks)**

**(Total: 24 marks)**

### Question 3

**Reference:** Question 3 relates to 20 Chapel Drive, Giffard Park, Milton Keynes (**20 Chapel Drive**) and to Windy Ridge, 6 Sea Lane, Ingoldmells (**Windy Ridge**) and to **Documents 1, 2, 3, 4, 5, 6 and 7** of the case study materials.

**The Homebuyer's Survey in relation to Windy Ridge reveals that the roof and exterior walls are in serious disrepair, as a result of which the property is severely affected by damp. The Seller refuses to reduce the sale price to reflect the anticipated cost of the necessary remedial works (£25,000) that your clients will have to carry out after completion.**

**Your clients are determined to proceed with the purchase. They inform you that Christian has offered to lend £25,000 to them interest-free towards the purchase price. This will free up £25,000 of Mrs Morgan's savings to carry out the necessary repairs.**

- (a) Explain what issues this proposal may raise for the Lincolnshire Building Society ('the Society'). Your answer should include any advice that you will give to your clients and the steps you will need to take to protect the Society's position if the loan is made.

**(11 marks)**

**The results of your pre-contract searches have been received. They reveal that Sea Lane remains unadopted and that there is no resolution by the local authority to adopt it.**

- (b) Explain the significance of this search result, the issues that it raises for your clients and the action that you would take to deal with those issues.

**(8 Marks)**

**All outstanding matters in relation to your clients' sale and purchase transactions have been resolved. You are now in a position to exchange contracts on both.**

**You receive an email from Mario Fraterno. He explains that there has been a serious delay in the building works for the property that his client is intending to buy. However, she now wants to proceed with the sale of Windy Ridge and, if needs be, will move in with her adult daughter until her new property is completed.**

- (c) Explain which formulae you will be most likely to use to exchange contracts on the sale and purchase transactions and the undertakings you will give.

**(6 marks)**

**(Total: 25 marks)**

#### Question 4

Reference: Question 4 relates to Windy Ridge, 6 Sea Lane, Ingoldmells (**Windy Ridge**) and to **Documents 1, 2, 5, 6 and 7** of the case study materials.

**All matters are finally resolved. You are now in a position to make your pre-completion searches in relation to the purchase of Windy Ridge.**

- (a) Explain which searches you would make and the results that you would expect to receive. In your answer you must identify the specific forms that you would use and any information that you would include with your search requests in order to ensure that the results fully protect your clients.

***(11 Marks)***

**You have now completed your clients' sale of 20 Chapel Drive and purchase of Windy Ridge.**

- (b) Explain what post-completion steps you will take in respect of Windy Ridge. In your answer you should identify:
- any forms that you will use
  - any applicable time periods
  - the amount of any money that will need to be paid.

**[NOTE TO CANDIDATES: Do not include in your answer any steps relating to your firm's internal procedures, eg clearing account balances, file closing, deeds storage, etc.]**

***(11 marks)***

***(Total: 22 marks)***

**End of Examination Paper**