



June 2022  
Level 3  
SUBJECT  
Subject Code L3-10

**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**

**UNIT 10 – 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**

- A clean/unannotated copy of the case study materials is attached to this examination.
- You are permitted to take your own clean/unannotated copy of the case study materials into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.
- In the examination, candidates must comply with the CILEX Examination Regulations – Online Examinations or with the CILEX Examination Regulations – Online Examinations with Remote Invigilation.

***Turn over***

## **CASE STUDY MATERIALS**

### **ADVANCE INSTRUCTIONS TO CANDIDATES**

You are a trainee lawyer with Kempstons Solicitors. You are assisting the conveyancing partner, Oscar Charter, in two **related** conveyancing transactions.

The two transactions relate to:

- (a) Sale of Bison Cottage, High Street, Cattletown by Karen Bailey acting as Executor for Mary Kitson
- (b) Purchase of 34 Princes Street, Kempston by Karen Bailey and Liam Harper.

Further information is contained in two file notes prepared by Oscar Charter. You have been asked to assist Oscar Charter in moving the two transactions forward. You have been provided with the following documents:

**Document 1** Two file notes prepared by Oscar Charter

**Document 2** Letter from Miller & Turner Solicitors on behalf of the buyer of Bison Cottage

**Document 3** Extract of draft Contract for Sale of Bison Cottage

**Document 4** Land Registry Official Copies of the register entries for 34 Princes Street

**Document 5** Draft Transfer of 34 Princes Street

**Document 6** Extract (TA6) Property Information Form

**DOCUMENT 1**

**FILE NOTES**

**File Note: Sale of Bison Cottage, High Street, Cattletown**

We are instructed in the sale of Bison Cottage for Karen Bailey, who is the Executor of the estate of her late mother, Mary Kitson. Karen has said that her father, Peter Kitson, died on 17 February 2009 and her mother died on 15 September 2021. The property is free of any mortgage and is currently occupied by Karen Bailey and her partner, Liam Harper. Karen and Liam have agreed to vacate the property on completion as they are purchasing a property to move into simultaneously.

The property is being sold to Daniel Derby for £175,000.

Karen has not been able to locate the title deeds for the property. I told her that it may be possible for me to carry out a search on the property and to obtain official copies of the title, if available.

I have opened a new file for the matter, which contains the letter from the lawyers acting for the purchasers, Miller & Turner Solicitors (**Document 2**) and a draft contract (**Document 3**), which will need details of the title before it can be sent out.

**File Note: Purchase of 34 Princes Street, Kempston**

We are also instructed in Karen Bailey and Liam Harper's purchase of 34 Princes Street, Kempston. Karen and Liam wish to hold the property as tenants in common in equal shares. They are purchasing the property from Jake Orange for £150,000.

Karen and Liam are obtaining an interest only mortgage with Cattletown Building Society, who we will also be acting for in this transaction.

I have opened a new file for the matter, which contains the clients' ID and signed client care letter. I have received a pre-contract package already in accordance with the Protocol which contains, among other documents, the official copies (**Document 4**), a draft Transfer (**Document 5**) and the TA6 Property Information Form, an extract of which is attached (**Document 6**) should you need to raise further enquiries.

***Turn over***

LETTER

Oscar Charter  
Kempstons Solicitors  
The Manor House  
Bedford  
MK42 7AB

Miller & Turner Solicitors  
Porthole House  
Rotherham  
RO7 8YR

Tel: 01324 657819  
Fax: 01324 657820  
[info@mandtsolicitors.com](mailto:info@mandtsolicitors.com)

Our Ref: MT89.0556

Your Ref: OC/1203/2022  
1<sup>st</sup> June 2022

Dear Sirs,

**Re: Sale of Bison Cottage, High Street, Cattletown**

We have been instructed in the purchase of the above property by our client, Daniel Derby, at a price of £175,000.

We confirm that we will be adopting the Law Society Protocol and would appreciate it if you would confirm that you will be doing the same.

We look forward to receiving the draft contract documentation at your earliest opportunity. Our client will be obtaining a mortgage and has no onward chain.

Yours faithfully

Miller & Turner Solicitors



## SPECIAL CONDITIONS

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1. This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).
2. 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. 1. 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.  
2. 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 1.30pm rather than 2.00 pm.

### 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

**CASE STUDY MATERIALS**

Notices may be sent to:

**Seller's conveyancer's name: Kempstons Solicitors**

The Manor House, Bedford, MK42 7AB

OC:1203/2022

E-mail address:\* ocharter@kempstons.co.uk

**Buyer's conveyancer's name: Miller & Turner Solicitors**

Porthole House, Rotherham RO7 8YR

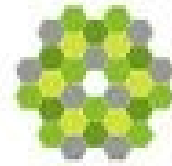
Email address:\* info@mandtsolicitors.com

\*Adding an email address authorises service by email see condition 1.3.3(b)

***Turn over***

**LAND REGISTRY OFFICIAL COPIES OF THE REGISTER ENTRIES FOR  
34 PRINCES STREET, KEMPSTON, MK11 7UJ**

Land Registry



Official  
copy of  
register of  
title



Title number CB654091

Edition date 18.11.2010

- This official copy shows the entries subsisting on the register on 15 May 2022 at 11:02:11.
- 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 15 May 2022 at 11:02:11.
- 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, Camberton Office.

## A: Property Register

**This register describes the land and estate comprised in the title.**

CAMBERTON : BINGLEY

- 1 (04.11.1985) The **freehold** land shown edged with red on the plan of the above title filed at the Registry and being 34 Princes Street Kempston MK11 7UJ

## 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 (18.11.2010) PROPRIETOR(S): JAKE IAN ORANGE of 34 Princes Street, Kempston, MK11 7UJ
- 2 (18.11.2010) The price stated to have been paid on 18 November 2010 was £103,000.00.



## C: Charges Register

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

- 1 (04.11.1985) A Conveyance of the land in this title dated 23 September 1985 and made between (1) The Council of the Borough of Bingley and (2) Katie King contains restrictive covenants.

NOTE: Original filed

- 2 (18.11.2010) REGISTERED CHARGE dated 18 November 2010.
- 3 (18.11.2010) Proprietor: BLACKSTONE BANK PLC of 1-2 Webber Street, Birken, BI99 7LM

### End of register

**[NOTE TO CANDIDATES: The plan and conveyance, referred to is not supplied or required in this exam.]**

***Turn over***

DRAFT TRANSFER

HM LAND REGISTRY  
TRANSFER OF WHOLE OF REGISTERED  
TITLE(S)

TR1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'. Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the

1	Title number(s) of the property:  AR61231
2	Property:  34 Princes Street, Kempston, MK11 7UJ
3	Date:
4	Transferor:  JAKE ORANGE  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register:  KAREN BAILEY & LIAM HARPER  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including

**CASE STUDY MATERIALS**

constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
- in the first box, or
- in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

	any prefix:
6	Transferee's intended address(es) for service for entry in the register:  34 Princes Street, Kempston, MK11 7UJ
7	The transferor transfers the property to the transferee
8	Consideration  X The transferor has received from the transferee for the property the following sum (in words and figures): ONE HUNDRED AND FIFTY THOUSAND POUNDS (£158,000)  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
9	The transferor transfers with  X full title guarantee  <input type="checkbox"/> limited title guarantee
10	Declaration of trust.  <input type="checkbox"/> The transferee is more than one person and they are to hold the property on trust for themselves as joint tenants  X they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:

**CASE STUDY MATERIALS**

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

11 Additional provisions

12 Execution

Signed as a Deed by  
**JAKE ORANGE**  
In the presence of:

Witness Signature.....  
Full Name:.....  
Address:.....

Signed as a Deed by  
**KAREN BAILEY**  
In the presence of:

Witness Signature.....  
Full Name:.....  
Address:.....

Signed as a Deed by

In the presence of  
**LIAM HARPER**  
Witness Signature.....  
Full Name:.....  
Address:.....

## **CASE STUDY MATERIALS**

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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EXTRACT (TA6) PROPERTY INFORMATION FORM

**8** Rights and information arrangements

**8.5** Does the seller know if any of the following arrangements affect the property:

(a) Other people’s rights to mines and minerals under the land	YES	NO
(b) Chancel repair liability	<input checked="" type="checkbox"/> YES	NO
(c) Other people’s rights to take things from the land (such as timber, hay or fish)	YES	NO

**11** Occupiers

<b>11.1</b> Does the seller live at the property?	YES	NO
<b>11.2</b> Does anyone else, aged 17 or over, live at the property?	YES	NO

If No to question 11.2, please continue to section 12 ‘Services’ and do not answer 11.3–11.5 below.

**11.3** Please give the full names of any occupiers (other than the sellers) aged 17 or over:

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<b>11.4</b> Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?	YES	NO
<b>11.5</b> Is the property being sold with vacant possession?	YES	NO

If Yes, have all occupiers aged 17 and over

(a) agreed to leave prior to completion?	YES	NO
(b) agreed to sign the sale contract? If no, please supply other evidence that the property will be vacant on completion	YES Enclosed	NO To follow

End of Case Study Materials