

CASE STUDY MATERIALS

June 2012
Level 3
CONVEYANCING
Subject Code L3-10

ilex

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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 the case study materials. You will be required to answer all the questions on the examination paper.
- You should familiarise yourself with the case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss the 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 relates to the 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 text books into the examination.
- In the examination, candidates must comply with the ILEX Examination Regulations.

Turn over

* This unit is a component of the following ILEX qualifications: **LEVEL 3 CERTIFICATE IN LAW AND**

ADVANCE INSTRUCTIONS TO STUDENTS

You are a trainee legal executive in the firm of Kempstons Solicitors. You are assisting conveyancing partner Susan Shah. Your clients Abdul Hussain and Shirin Hussain are selling their existing property, 17 Telemark Close, Cattletown. At the same time they will be buying 6 Cranbury Walk, Cattletown, assisted by a £350,000 mortgage advance from Bobbins Bank Plc. Your clients also have an existing mortgage on 17 Telemark Close in favour of Pan Euro Bank Plc which will need to be redeemed when 17 Telemark Close is sold.

You have been provided with the following documents

- Document 1** Estate Agents Particulars for the sale of 17 Telemark Close
- Document 2** Estate Agents Particulars for the sale of 6 Cranbury Walk
- Document 3** Draft contract for the sale of 6 Cranbury Walk

DOCUMENT 1

**WADE AND GRAYSON
Estate Agents**

Tel: 01873 845000
Fax: 01873 845001

30 High Street
Cattletown
CT5 0JS

Estate Agents Particulars of Sale

- Property:** 17 Telemark Close, Cattletown, CT25 5LV
- Sellers:** Mr and Mrs A Hussain of 17 Telemark Close, Cattletown CT25 5LV
- Buyers:** Mr and Mrs J Wicks of 212 Silston Road, Pebblebridge, PB2 3TD
- Price:** £850,000
- Estate Agent's Commission:** 2% plus VAT payable on completion
- Sellers' Conveyancer:** Kempstons Solicitors, Kempston Manor, Kempston, Bedford MK42 7AB (Ref: Ms S Shah)
- Buyers' Conveyancer:** Paris Andrei Solicitors, 7 Rapier Street, Pebblebridge, PB1 8RT (Ref: Mr S Adebayo)
- Additional Information:** Sale subject to sale of Buyers' existing property, and to mortgage offer and survey. Title to this property is registered at HM Land Registry under title number CT386711.

DOCUMENT 2

**WADE AND GRAYSON
Estate Agents**

Tel: 01873 845000
Fax: 01873 845001

30 High Street
Cattletown
CT5 0JS

Estate Agents Particulars of Sale

- Property:** 6 Cranbury Walk, Cattletown CT18 2XZ
- Sellers:** Mr F Williams and Miss D Benson of 6 Cranbury Walk, Cattletown CT18 2XZ
- Buyers:** Mr and Mrs A Hussain of 17 Telemark Close, Cattletown CT25 5LV
- Price:** £700,000
- Estate Agent's Commission:** 2% plus VAT payable on completion
- Sellers' Conveyancers:** Bains Miguel of 18 High Street, Cattletown CT1 5DD (Ref: Ms G Miguel)
- Buyers' Conveyancers:** Kempstons Solicitors, Kempston Manor, Kempston, Bedford MK42 7AB (Ref: Ms S Shah)
- Additional Information:** Sale subject to sale of Buyers' existing property and to mortgage offer and survey. Title to this property is registered at HM Land Registry under title number CT785234. Sellers' existing mortgage to be redeemed on completion.

[FRONT PAGE OF CONTRACT]

Draft Extract Contract for the sale of 6 Cranbury Walk, Cattletown

CONTRACT**Incorporating the Standard
Conditions of Sale
(Fifth Edition)****Date:****Seller:** Frederick Williams and Davina Benson, both of
6 Cranbury Walk, Cattletown CT18 2XZ**Buyer:** Abdul Hussain and Shirin Hussain, both of 17
Telemark Close, Cattletown, CT25 5LV**Property:** Freehold property comprising 6 Cranbury
Walk, Cattletown CT18 2XZ**Title number:** CT785234**Specified incumbrances:** All matters contained in the registers of title
CT785234 (save for financial charges)**Title guarantee (full/limited):** Full Title Guarantee**Completion Date:****Contract Rate:** 4% above the base rate of Bobbins Bank Plc
from time to time in force.**Purchase Price:** £700,000**Deposit:****Contents price (if separate):** not applicable**Balance:****The seller will sell and the buyer will buy the property for the purchase price**

<p>WARNING</p> <p>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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[BACK PAGE OF CONTRACT]

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition).
(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.
(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.
5. **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.
6. **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: Nicholas Benson

Signature:

Notices may be sent to:

Seller's conveyancer's name: Bains Miguel Solicitors, of 18 High Street, Cattle town, CT1 5DD (Ref: G Miguel)

Buyer's conveyancer's name: Kempstons Solicitors, Kempston Manor, Kempston, Bedford MK42 7AB (Ref: S Shah)

[Note that the middle two pages of this four page contract which contain the Standard Conditions of Sale 5th Edition are not included in this case study and will not be required for the assessment]

End of Case Study Materials

