

CASE STUDY MATERIALS

January 2013
Level 3
CONVEYANCING
Subject Code L3-10



CHARTERED INSTITUTE
OF LEGAL EXECUTIVES

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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 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 CILEX Examination Regulations.

Turn over

* This unit is a component of the following CILEX qualifications: **LEVEL 3 CERTIFICATE IN LAW AND PRACTICE** and **LEVEL 3 PROFESSIONAL DIPLOMA IN LAW AND PRACTICE**

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer with Kempstons Solicitors and are assisting the conveyancing partner Susan Shah. You are acting for James and Ruth Steiger in their sale of 22 Stevenson Crescent, Cattletown CT15 8YY to Malcolm Brown at the price of £380,000. At the same time your clients are purchasing 63 Waterfall Close, Pebblebridge PB18 6XY from Jennifer Ogutu at the price of £420,000. Your clients will be assisted in their purchase by a £100,000 mortgage from Pan Euro Bank Plc. Ms Shah has also explained to you that their adult son, Donald Steiger, lives with them and will continue to do so after they have moved to 63 Waterfall Close. Mr and Mrs Steiger have also stated that they wish to purchase 63 Waterfall Close as tenants in common in equal shares.

Document 1 Contract for the sale of 22 Stevenson Crescent

Document 2 Land Registry Official Entries for 22 Stevenson Crescent

Document 3 Contract for the purchase of 63 Waterfall Close

Document 4 Land Registry Official Entries for 63 Waterfall Close

- Land Registry Title Plans are not supplied and will not be required for this assessment.
- The list referred to in special conditions 3 of the contracts are not included in these materials and will not be needed.
- Pages 2 and 3 of the two contracts setting out the Standard Conditions of Sale (Fifth edition) are not included and will not be required.

Contract for the sale of 22 Stevenson Crescent, Cattletown, CT15 8YY

CONTRACT

**Incorporating the Standard
Conditions of Sale
(Fifth Edition)**

Date:	20 th December 2012
Seller:	James Steiger and Ruth Steiger both of 22 Stevenson Crescent, Cattletown CT15 8YY
Buyer:	Malcolm Brown of 17 Blundell Gardens, Parslow PL5 8DW
Property:	Freehold Property comprising 22 Stevenson Crescent, Cattletown CT15 8YY
Title Number:	CT542791
Specified Incumbrances:	The matters contained in the register of the above title (save for financial charges)
Title Guarantee:	Full Title Guarantee
Completion Date:	30 th January 2013
Contract Rate:	4% above the base rate of Bobbins Bank Plc from time to time in force.
Purchase Price:	£380,000
Deposit:	£19,000
Contents Price (if separate):	not applicable.
Balance:	£361,000

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><i>M Brown</i></p> <p style="text-align: right;">Buyer</p>
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Contracts exchanged at 2:00pm on 20 December 2012 using Law Society Formula C

[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. Condition 6.1.2 shall take effect as if the time specified in them were 1:00pm rather than 2:00pm
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: Donald Steiger

Signature:

Notices may be sent to:

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

Buyer's conveyancers name: Paris Andrei Solicitors, 65 Exchange Buildings, Parslow, PL1 2DD (Ref: S Patel)

[Note: The middle two pages of this four page contract which contain the Standard Conditions of Sale Fifth Edition are not included in this case study and will not be

OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on **3 December 2012 at 10:33:00**

This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 3 December 2012

This title is dealt with by **Land Registry Bilston Office.**

Land Registry

Title Number: CT542791

Edition Date: 20.05.2000

A: Property Register

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

SUNSHIRE

CATTLETOWN

1. (20.05.2000) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being land at 22 Stevenson Crescent, Cattletown CT15 8YY.

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. (20.05.2000) PROPRIETOR: JAMES STEIGER and RUTH STEIGER of 22 Stevenson Crescent, Cattletown CT15 8YY.

CASE STUDY MATERIALS

C: Charges Register

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

1. (20.05.2000) A conveyance of the land in this title dated 5 August 1935 and made between (1) Christopher Mann and (2) John Crabtree contains the following restrictive covenant:

“Not to construct any building on the land but to use it only as a paddock and for no other purpose.”

2. (20.05.2000) **REGISTERED CHARGE** dated 2 May 2000 to secure the moneys therein mentioned.
3. (20.05.2000) **PROPRIETOR:** CATTLETOWN BUILDING SOCIETY of 3 The Cattle Market, Cattletown, CT1 0AX.

END OF REGISTER

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.

Contract for the sale of 63 Waterfall Close, Pebblebridge PB18 6XY

CONTRACT

**Incorporating the Standard
Conditions of Sale
(Fifth Edition)**

Date:	20 th December 2012
Seller:	Jennifer Ogutu of 63 Waterfall Close, Pebblebridge PB18 6XY
Buyer:	James Steiger and Ruth Steiger both of 22 Stevenson Crescent, Cattletown CT15 8YY
Property:	Freehold property comprising 63 Waterfall Close, Pebblebridge PB18 6XY
Title No:	PB973816
Specified Incumbrances:	All matters contained in the registers of title PB973816 (save for financial charges)
Title Guarantee:	Full Title Guarantee
Completion Date:	30 th January 2013
Contract Rate:	4% above the base rate of Bobbins Bank Plc from time to time in force.
Purchase Price:	£420,000
Deposit:	£42,000
Contents Price (if separate):	not applicable
Balance:	£378,000

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: center;"><i>J. Ogutu</i></p> <p style="text-align: right;">Seller</p>
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Contracts exchanged at 1.55pm on 20 December 2012 using Law Society Formula B

TURN OVER

[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. Condition 6.1.2 shall take effect as if the time specified in them were 1:00pm rather than 2.00p.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: Not applicable

Signature: Not applicable

Notices may be sent to:

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

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

[Note: The middle two pages of this four page contract which contain the Standard Conditions of Sale Fifth Edition are not included in this case study and will not be

OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on **10 December 2012 at 10:45:00**

This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 10 December 2012

This title is dealt with by **Land Registry Bilston Office.**

Land Registry

Title Number: PB973816

Edition Date: 12.06.2005

A: Property Register

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

SUNSHIRE

PEBBLEBRIDGE

1. (12.06.2005) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being land at 63 Waterfall Close, Pebblebridge, PB18 6XY.
2. (12.06.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 15th May 2005 and referred to in Entry No 1 of the Charges Register.

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. (12.06.2005) PROPRIETOR: SAMUEL OGUTU and JENNIFER OGUTU of 63 Waterfall Close, Pebblebridge, PB18 6XY.
2. (12.06.2005) The price stated to have been paid on 15 May 2005 was £390,000.

CASE STUDY MATERIALS

C: Charges Register

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

1. (12.06.2005) A transfer of the land in this title dated 15th May 2005 and made between (1) Tayminster Homes Plc and (2) Samuel Ogutu and Jennifer Ogutu contains restrictive covenants.

NOTE: Original filed

2. (12.06.2005) **REGISTERED CHARGE** dated 15th May 2005 to secure the moneys therein mentioned.
3. (12.06.2005) **PROPRIETOR**: BOBBINS BANK PLC (Company Registration No 0786341) of Grand Building, Fishermans Row, Hains City, HC1 OFJ.

END OF REGISTER

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.

End of Case Study Materials

