

CASE STUDY MATERIALS

January 2011
Level 6
CONVEYANCING
Subject Code L6-17

The logo for ILEX, consisting of the word "ilex" in a blue, lowercase, sans-serif font.A diagonal banner in the top right corner with a grey background and black border, containing the text "StudentBounty.com" in white.

INSTITUTE OF LEGAL EXECUTIVES

UNIT 17 – 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 that 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 textbooks into the examination.
- In the examination, candidates must comply with the Instructions to Candidates: Examination Regulations.

Turn over

* This unit is a component of the following ILEX qualifications: **LEVEL 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE** and the **LEVEL 6 DIPLOMA IN LEGAL**

CASE STUDY MATERIALS

ADVANCE INSTRUCTIONS TO STUDENTS

You are a trainee Legal Executive in the firm of Kempstons of The Manor House, Bedford, MK42 7AB. You are in the Property Department and your supervising partner is Susan Shah.

Susan Shah has asked you to assist her in acting for Peter Jones who is selling his current property and moving to a smaller property elsewhere in the country. Susan Shah has sent you the following documents:

- Document 1:** Memorandum from Susan Shah.
- Document 2:** Conveyance dated 5 April 1978.
- Document 3:** Lease (extract only) of Flat 2, Warner Street, Walsall, B3 6JZ.

DOCUMENT 1

MEMORANDUM

To: Trainee Legal Executive
From: Susan Shah
Subject: Peter Jones – Sale of 27 Alderley Crescent, Woking, WO12 7YT and purchase of Flat 2, Warner Street, Walsall, B3 6JZ

I have received instructions to act for Peter Jones in respect of the above and I would like you to assist me on both transactions. Following the death of his wife in December 2010, he has decided to sell his existing home and move to a smaller property in the West Midlands to be nearer his daughter.

Sale – 27 Alderley Crescent, Woking, WO12 7YT

Mr Jones is selling 27 Alderley Crescent to James McAllister for £250,000. A 10% deposit has been agreed. There is no mortgage on the property as Mr and Mrs Jones paid cash for it, using money they had received from the estate of a deceased relative.

Title to 27 Alderley Crescent is unregistered. I have had the title deeds sent up from our strong room and I attach the conveyance under which Mr and Mrs Jones bought the property back in 1978. It looks like it can be the good root and so it will be an easy matter to deduce title but if you need any other documents having read the conveyance, please come and ask.

When I spoke to Mr Jones, he mentioned that in 2008, he had an extension built upon the side of the house which he uses as a conservatory.

Purchase - Flat 2, Warner Street, Walsall, B3 6JZ

Mr Jones is buying Flat 2 for £200,000. Again, a 10% deposit has been agreed. Mr Jones will be using £175,000 of the money realised from the sale of 27 Alderley Crescent and funding the balance with a small mortgage from the Newcastle Building Society. We will also act for the lender and I expect to receive their instructions in the next day or so. I have received a copy of the lease which I attach. Title to this property is registered and I expect to receive official copies in the next day or so.

The flat is part of a small gated development and also comes with the benefit of a garage in a separate block of garages to the rear of the development.

Flat 2 is on the site of a former metal work factory in what was the old industrial heart of Walsall. The area has been extensively redeveloped and Mr Jones' flat has a terrace which overlooks the River Trent.



THIS CONVEYANCE is made the Fifth day of April One thousand nine hundred and seventy-eight BETWEEN THOMAS MADDISON of 27 Alderley Crescent, Woking, WO12 7YT (hereinafter referred to as “the Vendor”) of the one part and PETER JONES and ALISON JONES both of 13 Nethersedge Road, Walsall, B32 1RT (hereinafter referred to as “the Purchasers”) of the other part

WHEREAS the Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances

AND WHEREAS the Vendor has agreed to sell the said property to the Purchasers for the sum of TEN THOUSAND POUNDS

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of ten thousand pounds paid by the Purchasers to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as BENEFICIAL OWNER HEREBY CONVEYS unto the Purchasers ALL THAT land and premises known as 27 Alderley Crescent, Woking, WO12 7YT more particularly delineated on the plan* annexed hereto and thereon shown edged red (hereinafter referred to as “the Property”) SUBJECT TO the covenants set out in clause 2 below TO HOLD the Property as beneficial joint tenants.
2. THE PURCHASERS for themselves and the persons deriving title under them so as to bind the Property hereby conveyed unto whosoever hands the same may come for the benefit and protection of the Vendor's adjoining land shown edged blue on the plan* attached hereto (hereinafter referred to as “the Retained Land”) HEREBY COVENANT with the Vendor at all times hereafter to observe and perform the following covenants:
 - a. Not to use the Property for any purpose other than a single private dwelling house
 - b. Not to extend or alter the external appearance of the dwellinghouse erected on the Property without the consent of the Vendor or the Vendor's successors in title who are the owners for the time being of the Retained Land (such consent not to be unreasonably withheld or delayed)
 - c. Not to do or allow to be done on the Property anything which may be or grow to be a nuisance or annoyance to the Vendor or the Vendor's successors in title who are the owners for the time being of the Retained Land

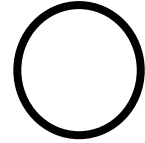
CASE STUDY MATERIALS

IN WITNESS whereof the parties hereto have hereunto set their respective hands and the day and year first before written

SIGNED SEALED and DELIVERED

by the above named
THOMAS MADDISON
in the presence of:

T. Maddison

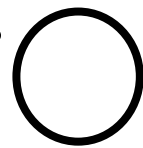


F. Myerson
Frederick Myerson,
1 High Street,
Woking

SIGNED SEALED and DELIVERED

by the above named
PETER JONES
in the presence of:

Peter Jones

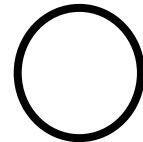


Janet Eldridge
Janet Eldridge,
3 Hillier Road,
Walsall

SIGNED SEALED and DELIVERED

by the above named
ALISON JONES
in the presence of:

Alison Jones



Janet Eldridge
Janet Eldridge,
3 Hillier Road,
Walsall

***NOTE TO CANDIDATES:**

The plan has not been reproduced. You may assume that it correctly identifies the Property and Retained Land as referred to in this conveyance.

Extract of Lease of Flat 2, Warner Street, Walsall, B3 6JZ**2. Demise**

The Landlord lets the Flat and the Garage to the Tenant with full title guarantee, together with the rights specified in Schedule 2 but excepting and reserving to the Landlord the rights specified in Schedule 3, to hold to the Tenant for the term of 125 years from and including the 25 November 1999, yielding and paying to the Landlord without deduction or set-off:

- (a) the Annual Rent;
- (b) the Insurance Rent; and
- (c) the Service Charge.

6. Alienation**6.1 Alienation generally prohibited**

The Tenant must not hold the Flat and the Garage on trust for another. The Tenant must not part with possession of, or permit another person to occupy, the Flat and the Garage except pursuant to a transaction permitted by and effected in accordance with this provision of this Lease.

6.2 Assignment of the whole

6.2.1 The Tenant must not assign the Flat and the Garage as a whole without the consent of the Landlord.

6.2.2 On or before any assignment and before giving occupation to the prospective assignee, the Tenant seeking consent to assign, together with any former tenant who by virtue of the Landlord and Tenant (Covenants) Act 1995 Section 11 was not released on an earlier assignment of this Lease made in breach of covenant or by operation of law, must enter into an authorised guarantee agreement in favour of the Landlord in the terms set out in Schedule 11.

6.3 Subletting of the whole

The Tenant must not sublet the Flat and the Garage as a whole.

6.4 Assignment, subletting and charging of part

6.4.1 The Tenant must not assign, sublet, part with possession of, permit another person to occupy, or charge part only of the Flat or part only of the Garage.

6.4.2 The Tenant must not assign, sublet, part with possession of, permit another person to occupy, or charge the Flat separately from the Garage or vice versa.

End of Case Study Materials

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