

CASE STUDY MATERIALS

January 2012
Level 6
CONVEYANCING
Subject Code L6-17



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 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 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE** and the **LEVEL 6 DIPLOMA IN LEGAL PRACTICE**

CASE STUDY MATERIALS

BLANK PAGE

StudentBounty.com

ADVANCE INSTRUCTIONS TO STUDENTS

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

Susan Shah acts for Simon Davies in respect of his sale of 16 Denny Street, Durham and purchase of 22 Park Road, The Sands, Durham. Susan has asked you to assist in acting on his behalf and has sent you the following documents:

- Document 1:** Memorandum from Susan Shah.
- Document 2:** Estate Agent's memorandum of sale for 16 Denny Street, Durham, DH1 1JN.
- Document 3:** Official Copies and title plan to 16 Denny Street, Durham, DH1 1JN.
- Document 4:** Estate Agent's memorandum of sale for 22 Park Road, The Sands, Durham, DH1 3DX.
- Document 5:** Official Copies to 22 Park Road, The Sands, Durham, DH1 3DX.
- Document 6:** Copy of the lease to 22 Park Road, The Sands, Durham, DH1 3DX.
- Document 7:** Extract from the Replies to Enquiries of the Local Authority.

MEMORANDUM

To: Trainee Legal Executive
From: Susan Shah
Subject: Simon Davies – Sale of 16 Denny Street, Durham, DH1 1JN (“Denny Street”) and purchase of 22 Park Road, The Sands, Durham, DH1 3DX (“The Sands”)

I act for Simon Davies in relation to his related sale of Denny Street and purchase of The Sands. I would like you to assist me in acting in respect of his sale and purchase.

16, Denny Street, Durham, DH1 1JN

I have just received the estate agent’s memorandum of sale for Denny Street (**Document 2**). I also attach Official Copies and filed plan for Denny Street (**Document 3**).

Mr Davies lives with his 19-year-old daughter, Angela Davies, who is currently training to be a beautician. Mr Davies’s wife, Fiona, died in November 2010 from pneumonia.

Mr and Mrs Davies installed an expensive multi-fuel burning stove in the lounge of Denny Street in August 2008. Apparently, the buyers have agreed that our client can remove this stove from the property prior to completion.

Mr Davies informs me that approximately £80,000 from the proceeds of sale will need to be paid to the Cotswolds and Shires Building Society to redeem the mortgage on Denny Street. I have also learnt from Mr Davies that the purchasers are buying Denny Street as a buy to let and as such do not have a related transaction.

22 Park Road, The Sands, Durham, DH1 3DX

Mr Davies has had his offer of £250,000 for The Sands accepted. I attach a copy of the estate agent’s memorandum of sale for The Sands (**Document 4**). The seller’s solicitors earlier today emailed me a copy of the Official Copy for The Sands (**Document 5**) attaching a copy of the lease (**Document 6**). I also provide an extract from the Replies to Enquiries of the Local Authority (**Document 7**) which they provided. They have not provided any other documents nor confirmed whether they are following the National Protocol. The estate agents have informed me that the sellers do not have a related transaction, as they will be moving into rented accommodation.

I understand that Mr Davies will shortly receive a mortgage offer from the Cotswolds and Shires Building Society for a repayment mortgage with an advance of £175,000. Mr Davies will fund the balance of the purchase price from the proceeds of the sale of Denny Street.

CASE STUDY MATERIALS

Angela Davies will also reside at The Sands. Mr Davies only wants to proceed with the sale and purchase if he is able to build a single storey ground floor extension to the side of the property, so that Angela may set up and run a beautician's salon from The Sands. Mr Davies has discussed his plans with his architect who has confirmed there is sufficient room to build. The Cotswolds and Shires Building Society, who have instructed us to act for them, is aware of these proposals and has consented to these plans.

Susan

Turn over

CASE STUDY MATERIALS

BLANK PAGE

StudentBounty.com

DOCUMENT 2

Estate Agents Memorandum of Sale for 16 Denny Street, Durham

Property: 16 Denny Street, Durham, DH1 1JN

Tenure: Freehold

Seller: Mr Simon Davies of 16 Denny Street, Durham, DH1 1JN

Purchasers: Mr Ahmed Choudhary and Mrs Yasmin Choudhary both of 140 Holly Crescent, Durham, DH7 6PZ

Price: £160,000

Seller's Lawyers: Kempstons Solicitors, The Manor House, Bedford, MK42 7AB (ref SS/SD/S001)

Buyers' Lawyers: Howard Reeve and Co, Solicitors, 24 High Street, Gilesgate, Durham, DH1 1QB

Additional Information: The purchase price includes £10,000 to be paid by the purchasers for all carpets, curtains and white goods at the Property.

DOCUMENT 3

Official copy of
register of title

Title number
DH356373

Edition date 15.05.2000



- This official copy shows the entries subsisting on the register on 2 December 2011 at 14:58:33
- 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 2 December 2011.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1- *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Durham Office

A: Property Register

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

COUNTY DURHAM - DURHAM

1. (18 April 1972) The freehold land shown and edged in red on the plan of the above Title filed at the Registry and known as 16 Denny Street, Durham, DH1 1JN together with the rights granted by a Deed of Conveyance dated the 28 March 1972 and made between Patricroft Estates Limited (1) and John O'Connor and Amanda O'Connor (2) but except and reserved as is in that Conveyance more particularly mentioned to be excepted and reserved.

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. (15 May 2000) **PROPRIETOR:** SIMON DAVIES and FIONA DAVIES both of 16 Denny Street, Durham, County Durham, DH1 1JN.
2. (15 May 2000) A Transfer of the land in this title dated 30 April 2000 made between John O'Connor and Amanda O'Connor (1) and Simon Davies and Fiona Davies (2) contains purchasers' personal covenant(s).

C: Charges Register

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

1. (18.04.1972) A Deed of Conveyance dated the 28 March 1972 and made between Patricroft Estates Limited (1) and John O'Connor and Amanda O'Connor (2) contains restrictive covenants which affect the property.

CASE STUDY MATERIALS

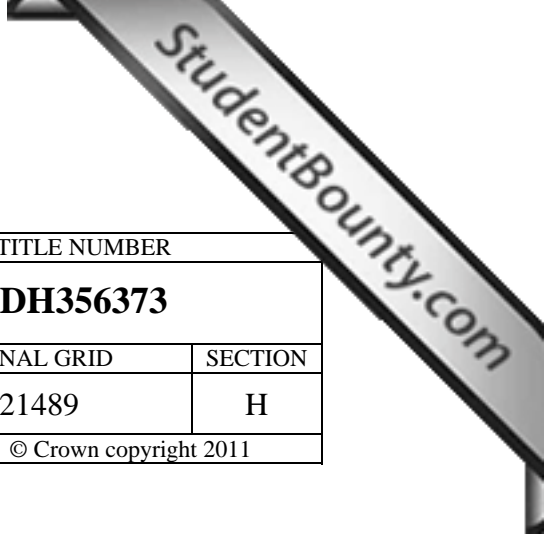
NOTE: copy filed.


2. (15 May 2000) **REGISTERED CHARGE** dated 30 April 2000 to secure the monies included in the further advances therein mentioned.
3. (15 May 2000) **PROPRIETOR** – COTSWOLDS AND SHIRES BUILDING SOCIETY, St Peter's Square, Birmingham, B1 2SY.

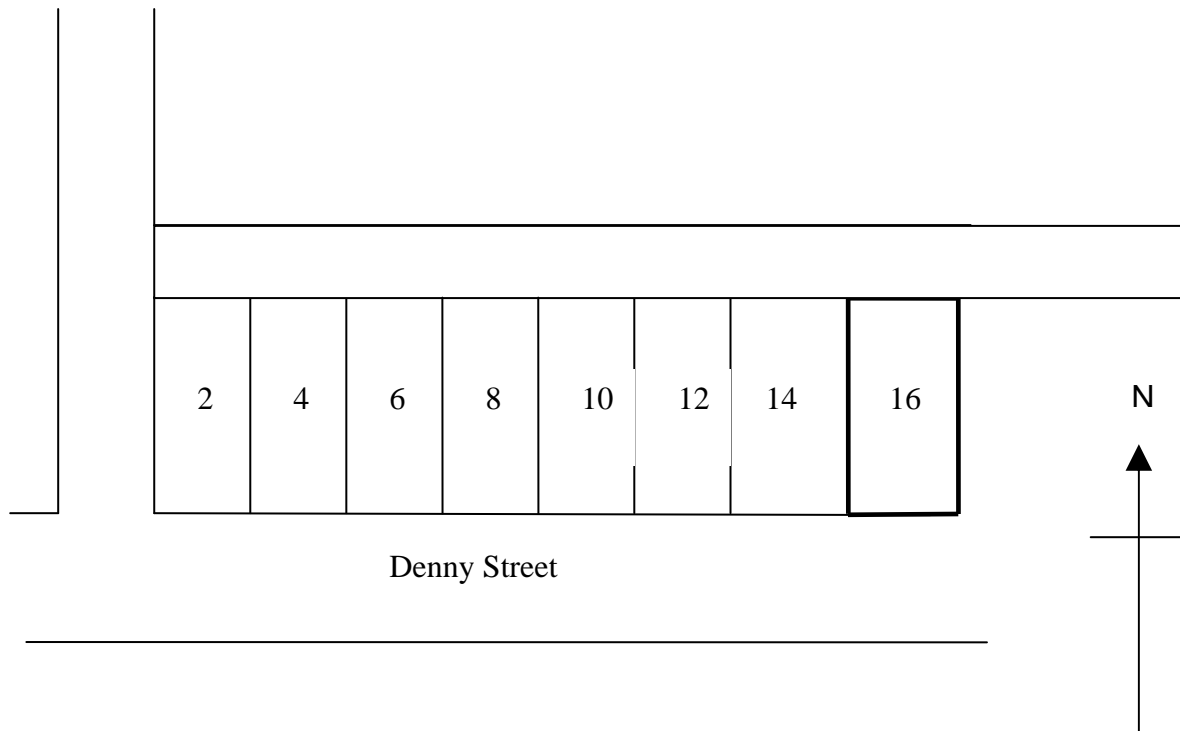
END OF REGISTER

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

Turn over



| | | | | |
|---|--------|------------------------|---------------|---------|
| Land Registry Cymraeg  | | TITLE NUMBER | | |
| | | DH356373 | | |
| ORDNANCE SURVEY PLAN REFERENCE | COUNTY | SHEET | NATIONAL GRID | SECTION |
| | DURHAM | 2 | SK21489 | H |
| Scale: 1/1250 | | © Crown copyright 2011 | | |



Note to Candidates:

1. The red line referred to in the Property Register denoting the boundary of the property is shown with a thick black line on the above plan.

This official copy issued on 2 December 2011 shows the state of this title plan on 2 December 2011 at 14:58:33.

Admissible in evidence to the same extent as the original (s67 Land Registration Act 2002)

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale.

Measurements scaled from this plan may not catch measurements between the same points on the ground. See Land Registry Public Guide 7 – Title Plans

This title is dealt with by Land Registry Durham Office

DOCUMENT 4

**Estate Agents Memorandum of Sale for 22 Park Road, The Sands,
Durham, DH1 3DX**

Property: 22 Park Road, The Sands, Durham, DH1 3DX

Tenure: Leasehold

Seller: Mr Jonathan Dunne and Mrs Patricia Dunne both of 22 Park Road, The Sands, Durham, DH1 3DX

Purchaser: Mr Simon Davies of 16 Denny Street, Durham, DH1 1JN

Price: £250,000

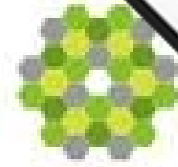
Sellers Lawyers: Tristan and Co Solicitors, 23 Chapel Street, Durham, DH4 7FL (ref JD/1003)

Buyers Lawyers: Kempstons Solicitors, The Manor House, Bedford, MK42 7AB (ref SS/P/S002)

Turn over

DOCUMENT 5

Land Registry



Official copy
of register of
title

Title number DH 621237

Edition date 24.03.2004

- This official copy shows the entries subsisting on the register on 3 November 2011 at 09:34:12.
- 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 3 November 2011.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide¹ – A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Durham office.

A: Property Register

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

COUNTY DURHAM - DURHAM

1. (02.10.1994) The **Leasehold** land shown edged with red on the plan of the above Title filed at the Registry and known as 22 Park Road, The Sands, Durham, DH1 3DX

2. SHORT PARTICULARS OF LEASE UNDER WHICH THE LAND IS HELD

| DATE. | PARTIES. | TERM | PREMIUM | RENT |
|------------|---------------------------------|------------------|---------|----------|
| 07.09.1994 | 1. Wrights (Builders) Limited | 120 years from | £48,000 | £50 p.a. |
| | 2. Bernard Ross and Elaine Ross | 7 September 1994 | | |

3. Unless otherwise mentioned the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
4. There are excepted from the effect of registration all estates, rights, interests and powers and remedies under the lease at any time arising from any alienation prohibited or restricted by the lease.

CASE STUDY MATERIALS

5. (24.03.2004) There are excluded from this registration of the land in this lease the mines and minerals below a depth of 20 yards from the surface together with any powers of working.

NOTE: copy filed under DH 823725.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Good Leasehold

1. (02.10.1994) **PROPRIETOR:** JONATHAN DUNNE AND PATRICIA DUNNE both of 22 Park Road, The Sands, Durham, DH1 3DX.
 2. (02.10.1994) No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the Court.
-

C: Charges Register

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

1. (02.10.1994) **REGISTERED CHARGE** dated 7 September 1994 to secure the monies including the further advances therein mentioned.
2. (02.10.1994) **PROPRIETOR:** MANCHESTER BUILDING SOCIETY of 8 Mancunian Way, Manchester M3 1AX.

End of Register

THIS LEASE is made on the 7 day of September 1994 between Wright (Builders) Limited whose registered office is at 98 Sherburn Road, Durham, DH1 2JR (Company Registration Number 201637) (hereinafter called "the Lessor" and which expression shall include the Lessor's successor or successors in title) of the one part and Bernard Ross and Elaine Ross both of 35 Kirby Avenue, Durham (hereinafter together called "the Lessees") of the other part.

WITNESSETH as follows:

1. **IN CONSIDERATION** of the sum of Forty Eight Thousand Pounds (the receipt of which is hereby acknowledged) and the rent and the covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be performed and observed the Lessor hereby demises unto the Lessees **ALL THAT** detached dwellinghouse situate at and numbered 22 Park Road, The Sands, Durham, DH1 3DX **TOGETHER WITH** the land forming the site thereof and for identification purposes only shown and edged red on the plan annexed hereto **TO HOLD** the same **UNTO** the Lessee for a term of 120 years from the date hereof **YIELDING** and **PAYING** therefore during the said term the yearly rent of £50 on the 25 day of March in each year free from all deductions the first payment or a proportionate part thereof to be made on the date hereof.
2. The Lessees hereby jointly and severally covenant with the Lessor as follows:
 - (1) To pay the rent hereinbefore reserved on the due date
 - (2) To pay all rates and outgoings whatsoever
 - (3) To keep the whole of the demised premises in good and substantial repair
 - (4) To permit the Lessor to enter to view the demised premises at all reasonable times and upon giving reasonable prior notice
 - (5) Not to assign this lease without the prior written consent of the Lessor such consent not to be unreasonably withheld or delayed
 - (6) To give written notice to the Lessor of any assignment or mortgage of the demised premises within 28 days of the date thereof and to pay a registration fee of £25 with each such notice
 - (7) Not to use the demised premises or any part thereof other than as a private residential dwellinghouse together with any other purpose strictly ancillary thereto
 - (8) Not to permit or suffer to be done on the demised premises or any part thereof anything which may constitute a nuisance or annoyance to the Lessor or occupiers of the adjoining premises
 - (9) Not to make any alteration or addition to the demised premises without the prior written consent of the Lessor

CASE STUDY MATERIALS

- (10) To keep the demised premises insured at all times in the full amount thereof with a reputable insurance company and in the event of any damage to the demised premises to cause all monies received by virtue of such insurance to be forthwith laid out in rebuilding or reinstating the demised premises
- (11) Upon any assignment of this lease to procure from the assignee a covenant entered into by the assignee with the Lessor to observe and perform the covenants by the Lessee herein contained
3. **PROVIDED ALWAYS** and it is hereby agreed that if the said rent or any part thereof shall be unpaid for 21 days after becoming due (whether or not the same shall have been formally demanded) or if the Lessee shall fail to perform his covenants or obligations hereunder then in any of the said cases it shall be lawful for the Lessor or any person duly authorised by the Lessor in that behalf to re-enter the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.
4. The Lessor hereby covenants with the Lessee that the Lessee shall peaceably hold and enjoy the demised premises during the term granted by this Lease without any interruption by the Lessor or any person rightfully claiming under or in trust for him.
5. As between the Lessees it is hereby agreed that they shall hold the demised premises upon trust for themselves beneficially as joint tenants both at law and in equity.

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions for which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds.

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

Turn over

CASE STUDY MATERIALS

Executed as a Deed by }
Wrights (Builders) Limited }
acting by a director and }
its secretary }

James Brown
Director
Leonard Hammond
~~Director~~ Secretary

Signed as a Deed }
by Bernard Ross }
Signature of witness }

Bernard Ross

Freda Wilman

Signed as a Deed }
by Elaine Ross }
Signature of witness }

Elaine Ross

Freda Wilman

Extract from the Replies to Enquiries of the Local Authority

Edition CON 29 R

Search Number 09/1102-1 - 2011

Relating to 22 Park Road, The Sands, Durham, DH1 3DX

1. Planning and Buildings Regulations
 - 1.1(a) planning permission - None
 - 1.1 (b) – (h) none
 - 1.2 Planning designations
 - primarily residential
2. Roads
 - a) Park Road is not adopted and is not maintainable at the public expense within the meaning of the Highways Act 1980
There are no road agreements or bonds relating to Park Road.
The council has not passed any resolution to adopt Park Road.
3. Other Matters
 - 3.1 Land required for public purposes: None
 - 3.2 Land to be acquired for road works: None
 - 3.3 Drainage agreements and consents: all records are held by United Utilities to whom this enquiry should be addressed
 - 3.4 Nearby road schemes: None
 - 3.5 Nearby railway schemes: None
 - 3.6 Traffic Schemes: None
 - 3.7 Outstanding Notices: None
 - 3.8 Contravention of Building regulations: None
 - 3.9 Notices, orders and proceedings under the Planning Acts: The property is within an area subject to an Article 4 Direction in respect of all building operations.
 - 3.10 Conservation area: None
 - 3.11 Compulsory purchase: None
 - 3.12 Contaminated land (a) None (b) None (c) None
But NOTE that the Council has not yet completed the Register of Contaminated Land and the locality of this property has yet to be surveyed for this purpose.
 - 3.13 Radon Gas: No

End of Case Study Materials

CASE STUDY MATERIALS

BLANK PAGE

StudentBounty.com

CASE STUDY MATERIALS

BLANK PAGE

StudentBounty.com

CASE STUDY MATERIALS

BLANK PAGE

StudentBounty.com