

## CASE STUDY MATERIALS

June 2012  
Level 6  
CONVEYANCING  
Subject Code L6-17

ilex

StudentBounty.com

## 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.

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\* 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**

## ADVANCE INSTRUCTIONS TO STUDENTS

You are a trainee Legal Executive in the firm of Kempstons Solicitors 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 Sharon Glazier in respect of her two prospective purchases, 156 Hill Top Avenue, Cheadle Hulme, Cheadle, Cheshire, SK8 7TH and 109 Herbert Street, Oldham, OL4 2QX.

Susan has asked you to assist in acting on her behalf and has sent you the following documents:

- Document 1:** Memorandum from Susan Shah.
- Document 2:** Epitome of Title to 109 Herbert Street, Oldham.
- Document 3:** Abstract of title to 109 Herbert Street.
- Document 4:** Land Charges Search dated 10 September 1989.
- Document 5:** Conveyance dated 3 October 1989.
- Document 6:** Extracts from the Property Information Form (TA6).
- Document 7:** Mortgage Offer.

**DOCUMENT 1****MEMORANDUM**

**To:** Trainee Legal Executive  
**From:** Susan Shah  
**Subject:** Sharon Glazier – Purchase of 156 Hill Top Avenue, Cheadle Hulme, Cheadle, Cheshire, SK8 7TH (“Hill Top”) and 109 Herbert Street, Oldham, OL4 2QX (“Herbert Street”).

I act for Sharon Glazier in relation to her proposed purchase of both Hill Top and Herbert Street. I would like you to assist me in acting in respect of her two proposed purchases.

**156, Hill Top Avenue, Cheadle Hulme, Cheshire, SK8 7TH**

Ms Glazier is interested in purchasing Hill Top, a three bedroom first floor leasehold flat for £375,000. The building was previously a church and the seller, a developer, has just completed a conversion of the church into two flats. The client has asked for our advice in purchasing Hill Top. Ms Glazier does not want us to conduct a full title investigation yet, but you should be prepared to answer any queries she may raise in respect of this property. Ms Glazier has informed me that she will use bridging finance if she decides to proceed with this purchase.

**109 Herbert Street, Oldham, OL4 2QX**

Ms Glazier has had her offer of £185,000 accepted for Herbert Street. Ms Glazier informed me that she ‘got a great deal on the property’ because it is in a poor state of repair. Neither Ms Glazier nor the sellers have any related transactions. Ms Glazier has been living in rented accommodation for the past twelve months.

The property is unregistered and I attach a copy of the Epitome of Title to Herbert Street (**Document 2**) an abstract of title to Herbert Street (**Document 3**), a Land Charges Search dated 10 September 1989 (**Document 4**) and a conveyance dated 3 October 1989 (**Document 5**).

The sellers’ conveyancers have confirmed they are following the protocol and I attach an extract from the Property Information Form (**Document 6**).

Ms Glazier is part funding her purchase with a mortgage from the Cotswolds and Shires Building Society and she has savings of £43,000 in respect of the balance (to cover fees, costs and disbursements). I attach a copy of the mortgage offer (**Document 7**).

*Susan*

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## DOCUMENT 2

### EPITOME OF TITLE

of Bernard and Mary Jenkins

Relating to freehold property known as 109 Herbert Street, Oldham, Lancashire.

Doc. No	Date	Description of document	Parties	Evidence now supplied	Original to be handed over on completion
1	31.06.1989	Abstract of Title	Robert Kenny (1) Amanda Martin (2)	Copy	Yes
2	10.09.1989	Land Charges Search	Amanda Martin	Copy	Yes
3	3.10.1989	Conveyance	Amanda Martin (1) Bernard Jenkins and Mary Jenkins (2)	Copy	Yes

## DOCUMENT 3

### Abstract of Title to 109 Herbert Street, Oldham (Document 1 of Epitome)

#### ABSTRACT OF TITLE

To Freehold Property known as 109 Herbert Street, Oldham, Lancashire.

8 June 1972 LAND CHARGES SEARCH CERTIFICATE No 5654725 of this date against Robert Kenny revealing no subsisting entries.

16 June 1972 **BY CONVEYANCE** of this date made between Robert Kenny of 109 Herbert Street, Oldham, Lancashire (thereinafter called "the Vendor") of the one part and Amanda Martin of 124 Church Court, Oldham (thereinafter called "the Purchaser") of the other part.

RECITING seisin of the Vendor and agreement for the sale at the price of £19,500. IT was witnessed:-

1. In pursuance of the said agreement and in consideration of the sum of £19,500 paid by the Purchaser to the Vendor (receipt acknowledged) the Vendor as beneficial owner hereby conveyed unto the Purchaser **ALL THAT** piece of land **TOGETHER** with the dwellinghouse erected thereon known as 109 Herbert Street Oldham in the County of Lancashire which said piece of land was more particularly delineated and shown edged red on the plan annexed hereto **TO HOLD** the same unto the Purchaser in fee simple **SUBJECT** to the restrictive covenants contained in a Conveyance made the 22<sup>nd</sup> day of January 1927 between Steven Hope of the one part and Philip Johnson of the other part.
2. **INDEMNITY COVENANT** in usual form **EXECUTED** by the Vendor and attested.



## DOCUMENT 4

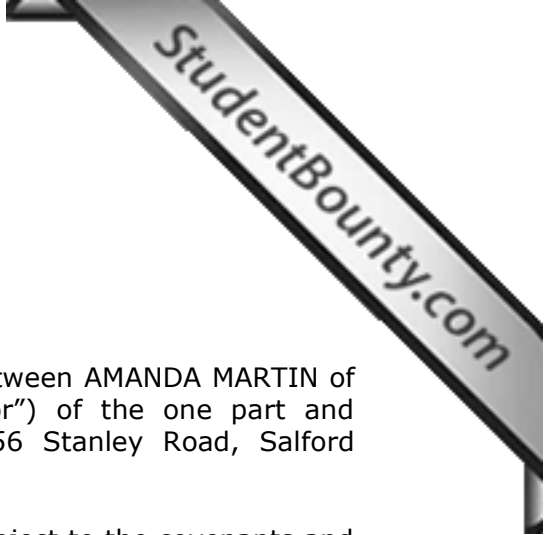
### Land Charges Search (Document 2 of Epitome)

LAND CHARGES ACT 1972  
CERTIFICATE OF THE RESULT OF SEARCH

<b>CERTIFICATE No.</b> JK584239T	PAGE 0001	<b>CERTIFICATE DATE</b> 10 September 1989	<b>PROTECTION ENDS ON</b> 01 October 1989
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It is hereby certified that an official search in respect of the under mentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act 1972. The result of the search is shown below.

PARTICULARS SEARCHED					
COUNTY OR COUNTIES	LANCASHIRE				
NAME(S)	Particulars of Charge	PERIOD	Fees £		
* * AMANDA MARTYN	NO SUBSISTING ENTRIES  ----- END OF SEARCH -----	1973-1989	£2.00		
APPLICANTS REFERENCE	AH/KEN2	APPLICANT'S KEY NUMBER	58264951	AMOUNT DEBITED	£2.00
Smith & Co. 22 Park Road Manchester M6 6TE				Any enquiries concerning this certificate to be addressed to The Superintendent. Land Charges Department. Burrington Way. Plymouth. PL5 3LP	



## DOCUMENT 5

### Conveyance (Document 3 of Epitome)

**THIS CONVEYANCE** is made the 3<sup>rd</sup> day of October 1989 between AMANDA MARTIN of 109 Herbert Street, Oldham (hereinafter called "the Vendor") of the one part and BERNARD JENKINS and MARY JENKINS his wife both of 56 Stanley Road, Salford (hereinafter called "the Purchasers") of the other part.

**WHEREAS:**

(1) The Vendor is seized of the property hereby conveyed subject to the covenants and stipulations hereinafter mentioned but otherwise free from incumbrances.

(2) The Vendor has agreed with the Purchasers for the sale to them of the said for an estate in fee simple for the sum of £43,000.

**NOW THIS DEED WITNESSETH:**

1. In consideration of the sum of £43,000 paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner **HEREBY CONVEYS** unto the Purchasers **ALL THAT** land **TOGETHER** with the dwellinghouse erected thereon and known as 109 Herbert Street, Oldham, Lancashire as the same is more particularly described in a Conveyance made the 16<sup>th</sup> day of June 1972 between Robert Kenny of the one part and the Vendor of the other part to hold the same unto the Purchasers in fee simple **SUBJECT** to the restrictive covenants contained in a conveyance made the 22<sup>nd</sup> day of January 1927 between Steven Hope of the one part and Philip Johnson of the other part.

2. **THE PURCHASERS** for themselves and the persons deriving title under them hereby covenant with the Vendors that they will henceforth observe and perform the said covenants and will keep the Vendors and their estate and effects indemnified against all claims in respect of any future breach or non-observance thereof so far as the same are still subsisting and capable of affecting the property hereby conveyed.

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

SIGNED SEALED AND DELIVERED

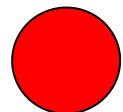
by the said AMANDA MARTIN

in the presence of:

*V. Norris*

Smith and Co, 22 Park Road, Manchester  
Solicitor

*A. Martin*



SIGNED SEALED AND DELIVERED

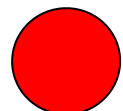
by the said BERNARD JENKINS

in the presence of

*T. Ashworth*

Wright & Co, 30 Grange Road, Salford  
Solicitor

*B. Jenkins*



SIGNED SEALED AND DELIVERED

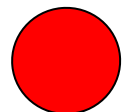
by the said MARY JENKINS

in the presence of:

*T. Ashworth*

Wright & Co, 30 Grange Road, Salford  
Solicitor

*M. Jenkins*



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**DOCUMENT 6**  
**Extracts from the Property Information Form TA6**  
 (Herbert Street)

**10. Occupiers**

- |      |   |                                    |
|------|---|------------------------------------|
| 10.1 | Does the seller live at the property?   | Yes.                               |
| 10.2 | Does anyone else, aged 17 or over, live at the property?  | Yes.                               |
| 10.3 | Please give the full names of any occupiers aged 17 or over.  | Sue Jenkins.                       |
| 10.4 | Are any of the occupiers, aged 17 or over, tenants or lodgers?  | No – she is the Sellers’ daughter. |
| 10.5 | Is the property being sold with vacant possession? If Yes, have all the occupiers aged 17 or over:                        | Yes.                               |
|      | (a) agreed to leave prior to completion?  | Yes.                               |
|      | (b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion. | Yes.                               |

**12. Drainage and Sewerage**

- |      |   |      |
|------|---|------|
| 12.3 | Is the property connected to main surface water drainage?           | Yes. |
| 12.4 | Is sewerage for the property provided by a septic tank or cesspool? | No.  |

**13 Connection to Utilities**

Is the property connected to:

- |                 |      |
|-----------------|------|
| Mains gas?      | Yes. |
| Mains water?    | Yes. |
| Mains sewerage? | Yes. |
| Telephone?      | Yes. |
| Cable?          | No.  |
| Satellite?      | Yes. |
| Broadband?      | No.  |



## DOCUMENT 7

## MORTGAGE OFFER

To: Sharon Glazier  
125 Scott Street  
Oldham  
OL16 9TZ

Account Number: 2656465344763  
Date: 20 April 2012  
Solicitor Reference: Susan Shah  
Conveyancers: Kempstons

Address: Kempstons  
The Manor House  
Bedford  
MK42 7AB

We are pleased to advise you that we are prepared to offer a loan in accordance with the following particulars. Please notify the issuing office named below, quoting the account number, if you do not wish to proceed or if you require clarification of the terms of this Mortgage Offer.

**In England, Wales and Scotland only, your conveyancer is instructed on the basis of the CML Lender's Handbook.**

We (the lender): COTSWOLDS AND SHIRES BUILDING SOCIETY	
<b>Issuing Office:</b> COTSWOLDS AND SHIRES BUILDING SOCIETY, St Peter's Square, Birmingham, B1 2SY, Telephone 0121 467323	
You (the borrower): MS SHARON GLAZIER	Property: 109 Herbert Street Oldham OL4 2QX  (and/or any property accepted as security additionally or in substitution)
Purchase Price: £185,000 Loan: £145,000 Term: 20 years 0 months Repayment Mortgage: Monthly Payment: £634.37	Interest Rate: 5.25% p.a. (variable) Repayment method: INTEREST ONLY Minimum Buildings Insurance Cover: £165,000
Signed for and on behalf of COTSWOLDS AND SHIRES BUILDING SOCIETY: <i>A. Johnson</i>	

**GENERAL CONDITIONS** The General Mortgage Conditions are not reproduced but you should assume that they comply with all relevant professional conduct rules.

**SPECIAL CONDITIONS:**

- RETENTION:** We will retain the sum of £10,000 until the following work has been carried out and approved by us:  
Replacement of the roof and of all first floor windows to the property.
- VALUATION REPORT:** You must show your valuation report to your solicitor who must check that any assumptions which the valuer expressly mentions in the report concerning the title (for example, its tenure, easements, boundaries and restrictions on use) are correct.
- HOMEPLAN BUILDINGS AND CONTENTS POLICIES:** Your policies are enclosed. Cover starts:  
Buildings: on exchange of contracts, at a monthly premium of £18.34  
Contents: on the day you move in, at a monthly premium of £8.46  
You will receive schedules of insurance shortly after completion.

**End of Case Study Materials**

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