



CHARTERED INSTITUTE  
OF LEGAL EXECUTIVES

## THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

### UNIT 17 - CONVEYANCING \*

**Time allowed: 3 hours plus 15 minutes reading time**

#### **Instructions to Candidates**

- You have been provided with a clean copy of the case study materials for you to use in this examination.
- You have **FIFTEEN** minutes to read through this question paper and the case study materials before the start of the examination.
- **It is strongly recommended that you use the reading time to read the question paper fully.** However, you may make notes on the paper or in your answer booklet during this time if you wish.
- **All questions are compulsory. You must answer ALL the questions.**
- Write in full sentences – a yes or no answer will earn no marks.
- Candidates must comply with the CILEx Examination Regulations.
- Full reasoning must be shown in answers. Statutory authorities, decided cases and examples should be used where appropriate.

#### **Information for Candidates**

- The mark allocation for each question and part question is given and you are advised to take this into account in planning your work.
- Write in blue or black ink or ball point pen.
- Attention should be paid to clear, neat handwriting and tidy alterations.
- Complete all rough work in your answer booklet. Cross through any work you do not want marked.

**Do not turn over this page until instructed by the Invigilator.**

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

## Question 1

Reference: Question 1 relates to 12 Avon Crescent, Salford, Manchester (**Avon Crescent**) and to **Documents 1 - 3 inclusive** of the case study materials.

**NOTE to candidates: assume that Salford became an area of compulsory registration in January 1990.**

- (a) Explain how you would carry out a Central Land Charges search against Samuel Spencer, the form you would use, the periods you would search against, the Land Charge entries, if any, you would expect such a Land Charges search to reveal and the effect of any such entries on your client.

**(6 marks)**

- (b) Explain, giving reasons for your answers, which document from the list of documents (**Document 3**) is the most appropriate one to use as a good root of title for Avon Crescent.

**(6 marks)**

- (c) **In your answer booklet** identify which documents you will include in the Epitome of Title for Avon Crescent. Your answer must explain your reasons for the inclusion of each document that you identify.

**(16 marks)**

**(Total: 28 marks)**

## Question 2

Reference: Question 2 relates to 12 Avon Crescent, Salford, Manchester (12 Avon Crescent) and to **Documents 1 - 3 inclusive** of the case study materials.

- (a) Using the blank form of contract [**Document A**] draft the **FRONT PAGE** and the **Special Conditions** of the contract for sale for Avon Crescent.

Note: There is no need to explain how you are completing the contract, but ensure that you draft all parts of the front page and the Special Conditions of the contract.

**IMPORTANT: Write your candidate number clearly on Document A and attach it securely to your answer booklet.**

**(16 marks)**

- (b) Explain which documents you will need to provide to the buyers' solicitors in the contract bundle for Avon Crescent (except for the Land Charge search results and the deeds you listed in your Epitome of Title).

**(5 marks)**

**(Total: 21 marks)**

**Turn over**

### Question 3

Reference: Question 3 relates to 297 Church Street, Church, Accrington (Church Street) and to **Documents 1, 4 and 5** of the case study materials.

- (a) Draft the requisitions on title and pre-contractual enquiries on title that you will raise with the sellers' lawyers, based on the information contained in **Documents 1, 4 and 5** of the case study materials, and in your answer you must provide the reason for raising each requisition.

You must not raise any requisitions covered in the standard pre-contractual enquiries.

**(12 marks)**

- (b) Explain, giving reasons, what pre-contract searches, except for the CON29 and LLC1, you will perform for Church Street based solely on the title documentation provided and the location of the property.

**(7 marks)**

- (c) Explain what consents, if any, Sharon Green may require in relation to her proposals for Church Street.

**(10 marks)**

**(Total: 29 marks)**

#### Question 4

Reference: Question 4 relates to 297 Church Street, Church, Accrington (Church Street) and to **Documents 1, 4 and 5** of the case study materials.

Assume that you now have exchanged contracts on both Avon Crescent and Church Street with completion scheduled to occur on both properties tomorrow.

- (a) Explain which pre-completion searches you will perform in relation to Church Street. For each search that you identify, you must explain which form will be used, the priority period obtained and the name under which the search is performed.

**(7 marks)**

- (b) Explain how you will ensure that the Birmingham Midshires' charge over Church Street is validly created and perfected.

**(5 marks)**

**You have just completed your client's sale of Avon Crescent and purchase of Church Street.**

- (c) Explain what documentation you will expect the sellers' solicitors to send you following the completion of your client's purchase of Church Street.

**(5 marks)**

- (d) Explain the procedure that you will use to pay any tax due on your client's purchase of Church Street.

**(5 marks)**

**(Total: 22 marks)**

**BLANK PAGE**

StudentBounty.com

**DOCUMENT A**  
( to be used with question 2(a))

# CONTRACT

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

For conveyancer's use only

Buyer's conveyancer: .....

Seller's conveyancer: .....

Law Society Formula: [A / B / C / Personal exchange]

The information above does not form part of the Contract

**Date** :

**Seller** :

**Buyer** :

**Property (freehold/leasehold)** :

**Title number/root of title** :

**Specified incumbrances** :

**Title guarantee (full/limited)** :

**Completion date** :

**Contract rate** :

**Purchase price** :

**Deposit** :

**Contents price (if separate)** :

**Balance** :

The seller will sell and the buyer will buy the property for the purchase price.

### WARNING

This is a formal document, designed to  
create legal rights and legal obligations.  
Take advice before using it.

### Signed

Seller/Buyer

