



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 ballpoint 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 relates to 55 Uxendon Crescent, Wembley, Middlesex, HA9 9TW ("**Uxendon Crescent**") and to **Documents 1, 2 and 3** of the case study materials.

- (a) Explain what concerns the purchaser's solicitors may have in relation to Aisha Malik and the steps they will insist that are taken in relation to these.
(6 marks)
- (b) Using the blank contract attached to this question paper (**Document A**) draft the sale contract for Uxendon Crescent.

(19 marks)

(Total: 25 marks)

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

Question 2

Reference: Question relates to 85 Lane End Road, Burnage, Manchester, M19 1NB ("**Lane End**") and to **Documents 1, 2, 4, and 5** of the case study materials.

- (a) Explain what type of insurance cover you would expect Lane End to benefit from as a recently converted property, and the cover such insurance would provide.
(7 marks)
- (b) **In your Answer Booklet,** draft the requisitions on title that you will raise with the sellers' solicitors based on the information contained in **Documents 1, 2, 4, and 5**. After each requisition, you must briefly explain your reasons for raising it. **Do not raise any requisitions on the questions that would be dealt with by the pre-contract Protocol forms.**

(18 marks)

(Total: 25 marks)

Question 3

Reference: Question relates to 85 Lane End Road, Burnage, Manchester, M19 1NB ("**Lane End**") and to **Documents 1, 2, 4, 5 and 6** of the case study materials.

- (a) Briefly explain which pre-contract searches you will raise on behalf of your clients in relation to Lane End and the reasons for performing each of the searches that you identify.

(9 marks)

- (b) Explain to Mr Malik what consents and/or permissions are required in relation to his proposals for Lane End, and in order to purchase Lane End, and when each of the consents and/or permissions you identify should be obtained by.

(10 marks)

- (c) The estate agent has just telephoned you saying that Vera Staples died in her sleep last night. Explain who will now be able to sell the property and which documents, if any, will need to be amended.

(5 marks)

(Total: 24 marks)

Question 4

Reference: Question relates to 55 Uxendon Crescent, Wembley, Middlesex, HA9 9TW ("**Uxendon Crescent**") and 85 Lane End Road, Burnage, Manchester, M19 1NB ("**Lane End**") and to **Documents 1, 2, 3, 4, 5 and 6** of the case study materials.

- (a) All parties have now agreed a completion date for the 3rd March 2014.

Explain which Law Society formulae you will use to exchange contracts on both Uxendon Crescent and Lane End and the procedure you will follow under the formulae when exchanging contracts.

(10 marks)

- (b) Assume that both the sale of Uxendon Crescent and the purchase of Lane End have now both completed. Explain which documentation you will expect the seller's solicitor to send to you in respect of Lane End.

(6 marks)

- (c) Explain what post-completion steps you will now take in relation to Lane End stating what time limits apply and which forms you will use.

(10 marks)

(Total: 26 marks)

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DOCUMENT A
(Contract to be used with question 1(b))

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

- 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.
(or)
- 4 The property is sold subject to the following leases or tenancies:
- 5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were rather than 2.00 p.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

Signature

Notices may be sent to:

Seller's Conveyancer's name:

E-mail address:*

Buyer's Conveyancer's name:

E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)



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