

Examiners Comments
Conveyancing
Term 2 - September 2013

1. There are a perennial number of students who do not read the question carefully. Question 3(a) on a solicitors responsibility for search and inquiry before contract about adjoining property and surrounding area, drew many responses on post contract inquiries and searches beyond adjoining and surrounding areas. There are some who add material beyond scope of the question, as if the unasked knowledge might earn some merit. It does not.
2. Poor handwriting continues to be a problem. Two papers had to be referred back to candidates for word processing under supervision. I labored hard with others which on reflection I should also have returned for processing.
3. About 6 or so students wrote extensively on Formation of Contract in reply to the question about electing to affirm a contract after opportunity for rescission or termination had arisen. No marks at all could be given. Perhaps a study group went astray.
4. There is a tendency to assert a legal principle without citing authority for it. While some latitude may be given, either a case or a text author should be cited. When citing cases, I will accept the names of both parties to the decision, with the date of report (delete and) underlined without formal citation, so it stands out as a citation, but only if it is a case cited in the Course Outline of the LEC Subject Guide (currently at pages 8-14 of Winter 2013). Citation of other cases is to be greatly encouraged, but references adequate to enable checking are needed, otherwise the point cannot be verified and given marks merit. It is not enough, as some did, to quote the name of a relevant case alone as if the examiner will accord merit for it, without stating its ratio decidendi or other reason for citation.