

FOR REFERENCE ONLY

NORMAN MANLEY LAW SCHOOL  
Council of Legal Education

LEGAL EDUCATION CERTIFICATE  
FIRST YEAR EXAMINATION 1978

CONVEYANCING AND REGISTRATION OF TITLE

Tuesday, June 13, 1978

Instructions to Students

- a) Time: 3½ hours.
- b) Answer Five Questions only.
- c) It is unnecessary to transcribe the questions you attempt.

---

QUESTION 1

V. owns 10 acres of unregistered land and has contracted in writing to sell 4 acres to P. There is an outstanding mortgage on the 10 acres, all of which was leased to L. who has an unexpired term of 4 years remaining. There is also a restrictive covenant that only single family dwelling houses should be constructed on the 10 acres of land. P. has demanded a registered title.

- (i) On the Form provided, make an appropriate application on behalf of V. in respect of the 10 acres with a view to simultaneously executing his contract with P.
  - (ii) Need the mortgage be discharged totally, or partially, or at all?
  - (iii) What, if any, incumbrances would you expect to be noted on the title or titles?
-

QUESTION 2

J. and T. are beneficial joint tenants of "The Rest" registered at Volume 1 Folio 2 of the Register book of Titles. The land is mortgaged to the Arc Building Society Ltd. J. is resident in the U.S.A., and has agreed orally with T. to sell to P. The Arc Building Society Ltd. has, however, confirmed that the title to "The Rest" has been lost or destroyed in a fire at its offices.

- (i) What steps should be taken with a view to transferring title to P ?
- (ii) Draft any necessary document on behalf of the proprietors or the mortgagee with a view to obtaining a substitute title.

---

QUESTION 3

- (i) Distinguish the terms a "matter of title" and a "matter of conveyance".
- (ii) D. died and the relevant part of his will is as follows:

"I appoint E. my executor. I appoint Tom and Tim as trustees for the purposes of the Settled Land Act. I devise Farmacre to my wife W. for her life and thereafter on trust for sale for my children C. and S."

E. made a vesting assent to W. Misunderstanding their functions and powers, Tom and Tim contracted to sell Farmacre to P. Later, Tom and Tim persuaded W. to agree to convey to P. P. now thinks that this is an opportunity to repudiate the contract and to demand the return of his deposit.

Advise P.

---

QUESTION 4\*

In 1960 D. bought Broadacre from S. D. died, and by his will made in 1976 he appointed E. his executor and trustee, and directed his trustee to pay half the net income from Broadacre to L. for life, with an immediate discretion to the trustee to pay the other half to either L. or his wife, or his children. It is now desired to sell Broadacre to P.

- (i) Who should be the parties to the sale?
  - (ii) Draft the conveyance to P.
- 

QUESTION 5

P. recently contracted to purchase a country house situate on 3 acres of land. He intends to make certain alterations and extensions to the building, and then to convert it into a motel. P. has just discovered that -

- (a) the roof of the house is full of termites and is on the verge of collapse;
- (b) the local authority had recently resolved to construct a main sewer beneath the land which will have the effect of preventing the laying of the foundations for the proposed extension; and
- (c) the abstract of title just delivered to him refers to a conveyance subsequent to the root of title imposing a restrictive covenant to the effect that the building shall be used only as a single family private dwelling house.

There was no reference to any of these matters in the contract, and P. now wishes to rescind the contract.

Advise P.

---

QUESTION 6

In 1970 "The Retreat" was devised to D. and S. beneficially as joint tenants. D. has since died, and S. now wishes to sell "The Retreat" to P. How may S. make title if the land is - (a) registered, or (b) unregistered?

---

QUESTION 7

You have just completed the purchase of a condominium unit with the aid of a mortgage, on behalf of your client C.

Write a reporting letter to C. advising on title, and explaining some of his rights and liabilities as a unit owner.

---

QUESTION 8

(i) Investments Ltd. wishes to lend \$5,000 to M. on the security of M's title, but without the formalities of a legal mortgage. If this is done, how can Investments Ltd. protect its priority if -

- (a) the title is registered; or
- (b) the title is unregistered?

(ii) In the circumstances, how, if at all, can Investments Ltd. secure for itself a power of sale in the event of M's default?

(iii) What, if any, provisions are made in your local statutes regarding consolidation of mortgages?

---