

COUNCIL OF LEGAL EDUCATION

NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE

SECOND-YEAR EXAMINATIONS, 1998

CONVEYANCING AND REGISTRATION OF TITLE

(Wednesday, May 20, 1998)

Instructions to Students

- (a) Time 3½ hours
- (b) Answer **FIVE** questions.
- (c) In answering any question, a candidate may reply by reference to the law of any Commonwealth Caribbean territory, **but must state at the beginning of the answer the name of the relevant territory.**
- (d) It is unnecessary to transcribe the questions you attempt.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

QUESTION 1

By his will made on June 6, 1992, Jake devised to his wife Sally for life remainder to their sons Billy and Paul absolutely ALL THAT parcel of land situate at Orange Field in the Parish of St. Lizabeth, being more or less 2 acres and butting and bounding to the south on lands belonging to Tom Stokes, to the north on lands belonging to Jerry Field, to the east on the main road from Orange Field to City and to the west on a parochial road. He appointed James Knowes his Executor and Pablo Irons and Jerry Steel the Trustees under the settlement. Jake died on July 10, 1997, his will was probated on January 1, 1998 and the estate has been wound up.

Peter Speculator has heard that Sally is desirous of selling the land and whereas Knowes and Irons have no objection to this, Steel does not approve of it. In fact Steel has openly opined that it was Sally's merciless spendthrift ways that sent his good friend Jake to an early grave.

Peter Speculator contacts you as he is unsure as to whether the land can in fact be sold at this time and if so, who should he approach to enter into a contract with him and what risks (if any) he would face by purchasing the land.

- (a) Advise him.
 - (b) Draft a form of Conveyance to Percy Speculator.
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QUESTION 2

Tammy contracted to sell her premises, being unregistered land, to Lester Green for \$1,600,000 and put him in possession. Before completion, Tammy obtained a loan from Jenny Shank for \$700,000 by deposit of her common law title and without informing Jenny Shank of the contract with Lester Green. The loan being in arrears and all appropriate procedural steps having been taken, Shank is now about to sell the land by public auction.

- (i) Advise Lester Green.
 - (ii) How would you advise Green if the title was a registered title and
 - (a) Shank had lodged a caveat to protect her interest;
 - (b) Shank had not lodged a caveat?
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QUESTION 3

Jerry Goodeal and his wife Sadie recently approached their bank for a home improvement loan offering their home "Sea Breeze" as security. The bank however refused the loan stating that they were not satisfied with the title to the land. The abstract of the title clearly revealed the absence of a pertinent Renunciation of Dower.

- (i) Outline in chronological order the procedure required to effect a clear title to Jerry and Sadie Goodeal.
 - (ii) State generally the information and documents necessary to support the application.
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QUESTION 4

On April 16, 1998, Cynthia Crossroads contracted to purchase a house at 3 Rum Avenue, St. Thames, and registered at Volume 876 Folio 91 of the Register Book of Titles, from Sugar Wasteland for \$2,500,000, free from encumbrances and vacant on completion on July 31, 1998.

By letter dated May 16, 1998, Cynthia Crossroads' attorney-at-law has advised that they have made the following discoveries -

- (i) a breach of restrictive covenant in that the house is positioned 11' from the rear boundary line instead of 12';
- (ii) that at a meeting of the local authority on April 26, 1998, a resolution was passed to widen the sidewalk on Rum Avenue and this would necessitate the compulsory purchase of 2' of the frontage of all premises on Rum Avenue; and
- (iii) that a young lady, claiming to be a friend of Cynthia Crossroads, is occupying the premises albeit rent free.

Cynthia Crossroads claims rescission of the contract, the return of the initial payment inclusive of the deposit, and damages for breach of contract.

Sugar Wasteland has reason to believe that Cynthia Crossroads, who has now seen another house which she prefers, is anxious to resile from the contract.

Advise Sugar Wasteland generally and outline step-by-step the procedure to be taken to rectify the breach of the restrictive covenant.

QUESTION 5

Penny is desirous of buying an apartment building on a parcel of unregistered land subject to existing tenancies and also subject to her obtaining a mortgage. She intends to profit from the deal by developing the premises and obtaining separate titles for the sale of each apartment. She instructs you to act on her behalf.

- (i) Write an appropriate letter to the vendor's attorney indicating Penny's interest in the land and making the necessary pre-contract requisitions with a view to properly advising her on the proposed contract.
 - (ii) Advise Penny on the steps and procedure necessary to obtain a separate title for each apartment.
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QUESTION 6

On May 10, 1982, Peter Lockjaw and his wife Niala became the registered proprietors, as tenants-in-common, of a parcel of land situate at Mayfield and registered at Volume 564 Folio 90 of the Register Book of Titles and which land was sold to them subject to a right of way in favour of the vendor, Ivor Chatman.

Peter died on June 9, 1996, but prior to his death, he had executed a will appointing his wife as executrix and leaving all his property to his wife and daughter Sandra in equal shares. Niala obtained a grant of probate on May 10, 1997.

Advise Niala of the steps necessary to give effect to Peter's will stating the nature and contents of the documents which are required.

QUESTION 7

Celine and Sherrone are the registered proprietors of a parcel of land registered at Volume 598 Folio 23 of the Register Book of Titles. The property is mortgaged to Cash Alone Bank Ltd. for \$50,000. Sherrone, who is resident in the United States of America, and Celine propose to enter into contract to sell the land to Joel for \$500,000 cash. Joel has appointed Harry Beade as his attorney-at-law. Cash Alone Bank has indicated that the Certificate of Title was destroyed in a fire at its offices.

- (i) Outline in chronological order the steps to be taken by you as the vendor's attorney-at-law to complete the transaction with Joel.
 - (ii) Draft an application for a new Certificate of Title incorporating an application to facilitate the registration of the documentation without the production of the Duplicate Certificate of Title.
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QUESTION 8

On May 12, 1990, Mickey and Sheila mortgaged their property known as "Seaview" and registered at Volume 499 Folio 12 of the Register Book of Titles

to Money Bank to secure a loan of \$150,000 with interest at 15% per annum payable monthly in arrears. On April 5, 1997, Pizza Bar Ltd. obtained a judgment against Mickey and Sheila to secure the sum of \$120,000. Owing to financial difficulties, Mickey and Sheila are now unable to pay their mortgage, having made their last payment at the end of June 1997. A balance of \$140,000 is outstanding.

The Bank contacts you with a view to selling the premises to Smart Deal and further requests that if the transaction with Smart Deal falls through that you are to proceed to foreclosure proceedings.

- (i) Advise the Bank.
 - (ii) Outline in chronological order the procedure for foreclosure in respect of registered land.
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