

**COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE
SECOND YEAR SUPPLEMENTARY EXAMINATIONS, AUGUST 2021**

CONVEYANCING AND REGISTRATION OF TITLE

MONDAY, AUGUST 9, 2021

Instructions to Students

- (a) Duration: **24 hours**
- (b) Students shall enter their Examination ID Number **only**, **not their names**, on the cover page, the Academic Integrity Statement and on every separate page of the examination script.
- (c) The examination should be answered on letter-sized (8.5 x 11) paper only.
- (d) The examination should be submitted in Arial font 12 line spacing 1.5.
- (e) Students should clearly indicate the names of any cases with the citation and legislative provision/s (section number and Act) on which they rely to support their arguments. Consider using italics and/or bold text to make references prominent. (For example, *Rylands v Fletcher* [1868] UK HL1; **s.69 Real Property Act**). Sufficient detail is required to allow the examiners to understand the source of law that is being cited.
- (f) Footnotes, endnotes and bibliography are not to be used.
- (g) Where word limits have been given, the actual word counts must be included at the end of your answer. Students who have exceeded the word limits will be penalised.
- (h) Students shall number the pages of their examination script as follows: Page 1 of 12, Page 2 of 12, etc.
- (i) In answering the question, a candidate may reply in accordance with the law of a Commonwealth Caribbean territory zoned for this school, **but must state at the beginning of the answer the name of the relevant territory.**
- (j) Each Student **must** ensure that their Anonymous ID in TWEN is changed to their four digit Examination ID Number, prior to submitting their examination script.

- (k) The examination script, with the cover page and Academic Integrity Statement saved in **ONE PDF DOCUMENT**, must be submitted in **ELECTRONIC** format via the **Year II AUGUST 2021 EXAMINATIONS, CONVEYANCING AND REGISTRATION OF TITLE DROP BOX on TWEN** by **August 10, 2021, NOT LATER THAN** 9:00 a.m. (Jamaica) 8:00 a.m. (Belize) and 10:00 a.m. (Eastern Caribbean).
- (l) To upload the examination script which has been saved as one pdf document which includes the cover page and Academic Integrity Statement, you must follow these steps:
- Go to ***www.lawschool.westlaw.com***.
 - Log in using your username and password credentials and select the **TWEN** button.
 - Click on the link for **“Assignments and Quizzes”** located on the left-hand side of the navigation screen.
 - Select the relevant examination and the examination drop box as follows:
 - Year II students with Examination ID numbers between 2100-2177 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box A Year II - 2100-2177”**.
 - Year II students with Examination ID numbers between 2179-2252 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box B Year II - 2179-2252”**.
 - Year II students with Examination ID numbers between 2253-2326 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box C Year II - 2253-2326”**.

You are an associate at the law firm Carrington Glades. John Bond is a new client of the firm. He resides in Blenheim Heights, an upscale development in the capital and is President of the Blenheim Heights Citizens Association.

John comes to see you on a number of matters.

A. Blenheim Heights

The first matter concerns his neighbourhood. Blenheim Heights is a subdivision which was developed by Martin Brooks, a leading developer in the jurisdiction. Martin owned a large parcel of land in the district of Blenheim in the jurisdiction which, in 2010, he subdivided into 20 lots. He constructed a dwelling house on each of the lots except for the largest one which Martin retained for himself, with the intention of building on it his

dream home on it. Between 2010 and 2011 he was able to sell all of the 19 remaining lots.

In order to maintain the integrity of the development, Martin had placed the following restrictions on the titles for all of the lots in the subdivision:

- (i) *The said land shall not be subdivided.*
- (ii) *No building other than a private dwelling house shall be erected on the said land and no trade or business shall be conducted thereon.*

Martin has fallen on hard times. He wants to erect a 35-unit high-rise condominium/strata complex on his lot with a view to selling the individual units in order to raise some much-needed funds. Like all the others, the title to his lot contains the above restrictions. Martin has therefore made an application to the court to discharge the restrictions on the title. The majority of the owners in the development are opposed to the proposed discharge. They feel that the neighbourhood has developed into an exclusive one and that the proposed development will open it up to too many persons.

John has been tasked by the other lot owners with procuring advice on how they should deal with this situation.

John further instructs you that he has a mortgage on his home in Blenheim Heights in favour of Island National Bank Limited.

He operates a food processing plant. Over the past year he has experienced a downturn in business and the mortgage has fallen into arrears. He is in a difficult financial position. He has not made any payments for the last four consecutive months. He has been in touch with the bank and has put several proposals to them with regard to either reducing the monthly mortgage payment for a few months, or restructuring the mortgage loan. None, however, have so far been accepted.

A few days ago, he received a telephone call from a friend, telling him that she saw an advertisement in the local newspaper that the property was being sold by Island National Bank Limited for \$10,000,000 or nearest offer. He is quite upset as he has not received any notification from the bank that they intend to sell the property. He also tells you that six months ago, he obtained a valuation of the property for insurance purposes and the report put the replacement value of the property at \$20,000,000.

John says that all of his friends have told him that when banks sell mortgaged properties, their only concern is that they recover the amount due to them, irrespective of the value of the property. He cannot believe that this could be true and is very concerned.

B. Coblentz Estate

John instructs you that he is the sole executor and beneficiary under the Will of his aunt, Icilda Dawkins. In her Will, Icilda devised to John her fee simple interest in a property known as Coblentz Estate comprising eight acres of prime residential land comprised in

Certificate of Title/Land Certificate registered at Volume/Block 484 Folio/Parcel 1600 of the Land Register/Register Book.

A perusal of the title reveals as follows:

- (i) In 1978, Icilda Dawkins and her sister, Beatrice Dawkins, purchased Coblentz Estate as joint tenants and are still registered on the title as proprietors.
- (ii) Coblentz Estate was mortgaged in 2013 to Island Bank Limited to secure a loan in the sum of \$1,500,000.

John instructs you that Beatrice died in December 2014 and that Icilda died in November 2016. He further instructs you that the sum of \$400,000 is still outstanding under the mortgage. John has already obtained a grant of probate in Icilda's estate but has done nothing else.

John tells you that he is seeking to liquidate some of his assets in order to raise funds to assist him in his present difficult financial situation. He has been able to secure a purchaser for Coblentz Estate and provides you with the following details pertaining to the proposed sale:

- (i) The purchaser, Jane Wharton, will require mortgage financing to complete the purchase.
- (ii) She wants to take possession on the execution and exchange of contracts.
- (iii) The purchase price is \$30,000,000. An initial payment of \$5,000,000 is required on the signing of the agreement and the balance is payable on completion.
- (iv) Jane does not want to incur the expense of effecting insurance on the house until she is registered as proprietor.
- (v) John wants to complete the sale within four months and he does not intend to grant any extensions on the completion date.

C. Studio Apartment

John further instructs you that he is also in the process of selling a studio apartment which he had bought as an investment property some years before.

He entered into an agreement on May 1, 2021, to sell the property to his good friend, Joe Barden. Under the terms of the agreement, completion of the sale was to have taken place on or before one month from the date of the agreement, and the balance of the purchase price was payable on completion. The agreement also provided that interest would accrue on all monies not paid by the due date, as stipulated in the agreement.

Nearing completion, Joe called John to tell him that he had encountered a little challenge with his finances, and needed some time to sort out the matter. Due to his friendship with Joe, John agreed to grant him an extra two weeks, that is, until June 15, 2021, within which to pay the balance of the purchase price. John confirmed this extension in writing and emphasized that it was granted on the express condition that interest would

nonetheless continue to accrue on the balance purchase money not yet paid, and that such interest would be paid no later than one month after the sale had been completed.

Joe managed to pay the balance of the purchase price by June 15, 2021, and the sale was completed and Joe registered on the title for the property on June 22, 2021.

Up to the present time however, Joe has not paid over to John the interest that had accrued on the purchase price that had been paid late.

John is very angry and wants to institute legal proceedings against Joe to recover the interest. He is very concerned as he has heard that Joe has overextended himself financially and is considering selling the property. John wants to know if there any immediate steps, apart from court proceedings, that he can take to prevent the sale.

Instructions:

Prepare a letter to John outlining your advice in relation to the following properties:

A. Blenheim Heights

- (i) the procedural steps that the lot owners are required to take to raise their objections in court and the likelihood of the court upholding their objections;
- (ii) the procedural steps that the bank is required to take to properly exercise its power of sale and the specific matters that the bank should take into account in doing so; and
- (iii) any recourse he would have against the bank if it failed to properly exercise its power of sale.

B. Coblenz Estate

- (a) the procedural steps to be taken to have the Coblenz Estate registered in his name free and clear of all encumbrances. Your advice must also indicate the document(s) required, and the contents of such document(s).
- (b)
 - (i) the general terms and conditions that would be inserted in the agreement for sale;
 - (ii) the special terms and conditions you would recommend be included in the agreement for sale, outlining their contents and the reasons for including them; and
 - (iii) the further instructions, if any, you will need to assist in your preparation of the agreement for sale.

C. Studio Apartment

- (i) the procedural steps he should take, to immediately protect any interest he is claiming in the property, identifying any document(s) that may be necessary and their contents; and
- (ii) the options open to Joe in response to any step that he (John) may take pursuant to your advice in (i) above.

Note:

Your letter should not exceed **4,500 WORDS**.

END OF PAPER