

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

**LEGAL EDUCATION CERTIFICATE
SECOND YEAR EXAMINATIONS, AUGUST 2022**

CONVEYANCING AND REGISTRATION OF TITLE

TUESDAY, AUGUST 2, 2022

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 a 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 any Part, 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 2022 EXAMINATIONS, CONVEYANCING AND REGISTRATION OF TITLE DROP BOX on TWEN** by **WEDNESDAY, AUGUST 3, 2022 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 - 2181** must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box A Year II - 2100 - 2181”**.

- Year II students with Examination ID numbers between **2182 - 2263** must upload script, cover page and Academic Integrity Statement to folder titled “**Drop Box B Year II - 2182 -2263**”.
- Year II students with Examination ID numbers between **2264 - 2345** must upload script, cover page and Academic Integrity Statement to folder titled “**Drop Box C Year II - 2264 - 2345**”.

You are a senior associate with the law firm McKenzie, Maynard & Miller. Daniel Hopper is a client of the firm. The managing partner, Mr Miller, has passed five files to you dealing with real estate transactions in which Mr Hopper is involved. He wants you to meet with Mr Hopper and provide legal advice.

Mr Hopper comes to see you and instructs you in relation to the following matters:

A. 16 CHISHOLM AVENUE

Mr Hopper tells you that he is an architect who operates a firm “Creative Design” with two other architects, Patrick and Harold. There is no written partnership agreement.

He says that the three partners agreed to purchase the property on Chisholm Avenue from which they have been conducting business. Title to the property is registered in the names of Patrick and Harold as joint tenants in fee simple.

Mr Hopper explains that at the time, for strategic reasons, a deliberate decision was taken that his (Daniel’s) name would not be on the title, though he had contributed a one-third share towards the purchase price of the property. He further explains that the agreement had always been that each of the three partners would have a one-third share and interest in the property and the business.

Mr Hopper tells you that the other two partners are attempting to exclude him from the firm. He shows you a letter signed by Patrick and Harold stating that his services as an architect were no longer required as the business was being down-sized to meet the challenges of the stagnant economy in which they were now operating.

Mr Hopper is angry as he believes that his interest in the property is at risk, especially since his name is not on the title. He tells you that he is seriously considering legal action against Patrick and Harold.

B. WINDSOR BUSINESS COMPLEX - FLEET STREET

Mr Hopper tells you that in light of the problems arising with “Creative Designs” he began looking around for alternative office accommodation in which he could set up his own architectural practice.

He has identified Unit 10 in the captioned business complex as being available for sale and has had discussions with the Vendor, Winston Watson, on the matter. The business complex consists of a four-storey office building with 30 units. Unit 10 is situated on the second floor.

Mr Hopper instructs you as follows:

- (a) The purchase price is \$8,000,000 and the Vendor requires a 15% payment on signing of the agreement for sale.
- (b) He will need a mortgage of 50% of the purchase price to assist with the purchase of the property.
- (c) The title for the Unit is registered at Volume/Block 838 Folio/Parcel 1300 of the Register Book/Land Register.
- (d) He wishes to take possession as soon as the contract has been executed by both parties and the payment made.
- (e) There are some items of furniture presently in the Unit that he can utilize in his business, and the Vendor has agreed to include these as part of the sale at an additional cost of \$500,000.
- (f) He wants the transaction to proceed to completion without delay, as his mortgage company is offering a reduced interest rate on all loans disbursed within the coming three months. He will not tolerate any delay in completion.

C. GULF VIEW ESTATE

Mr Hopper tells you that Prime Homes Limited (“Prime”), a property development

company in the jurisdiction, has started construction of an exclusive townhouse complex called Gulf View Estate. Brendan Stewart is the managing director of Prime.

He (Mr Hopper) has entered into an agreement with Prime to purchase one of the townhouses in the complex as an investment. The townhouse he is buying is comprised in Certificate of Title/Land Certificate registered at Volume/Block1000 Folio/Parcel 455 of the Register Book/Land Register. The purchase price is \$20,000,000 and he made an initial payment of \$2,500,000 when he signed the contract.

The agreement was executed on March 20, 2022, and under its terms, completion was to take place three months thereafter on June 20, 2022, when a separate title for the townhouse would be handed over, in exchange for the balance of the purchase price.

Mr Hopper tells you that in early April, Brendan Stewart contacted him and requested that the completion date be extended to July 20,2022, due to delays in construction which were caused by a number of labour disputes arising on the project. He orally agreed to the extension.

In anticipation of a July 20,2022 closing, he has bought and paid for household furniture and appliances with which to furnish the townhouse. He has also identified a person to whom he can lease the property.

He further instructs you that to date, Brendan has not contacted him on the matter though the extended date for completion, which was July 20, 2022, has passed. He is very upset, especially as he has learnt through friends of Brendan, that Prime wants to postpone completion until the end of September as the company is experiencing cash flow problems. He is quite distressed at the thought of a September closing as his prospective tenant is expecting delivery of the keys by the end of August.

He wants you to write to Prime, advising that he is no longer interested in completing the sale and intends to sue Prime to recover the deposit if it is not returned to him.

D. BURLINGTON AVENUE

Mr Hopper tells you that he wants to undertake some development work in relation to a property he owns at 6 Burlington Avenue in the jurisdiction. The property comprises an unoccupied three-bedroom house on a half-acre of land and he is the sole registered proprietor.

He tells you that Burlington Avenue is a traditional residential area. However, over the past five years a school has been established, and there has also been significant commercial development along the roadways leading off of Burlington Avenue, and to a lesser extent, along Burlington Avenue itself. The commercial development includes a shopping mall and several multi-storey commercial office buildings.

He wants to capitalize on the increasing need for commercial space in the area. He plans to demolish the house and erect a complex comprising professional and other offices which he will then sell.

Mr Hopper further instructs you that the following restrictions appear on the Certificate of Title/Land Certificate for the property:

“ ...

- (i) *The said land shall not be sub-divided.*
- (ii) *No building other than a private dwelling house with appropriate outbuildings thereto shall be erected on the said land and no building erected on the said land shall be used for the purpose of a school and no trade or business whatsoever shall be carried on upon the said land or any part thereof.*

...”

All of the properties on Burlington Avenue have similar restrictions on their titles.

He wants your advice as to how he can vary the restrictions to facilitate his plans for the property.

E. 32 STARBOARD DRIVE

Mr Hopper tells you that he is a life tenant of a property located at 32 Starboard Drive,

where he now resides. The property is comprised of a four-bedroom dwelling house on an acre of land.

The property was a gift to Mr Hopper, given to him under the Will of his deceased brother, William. The instructions under William's Will are that on Mr Hopper's death, the fee simple interest in the property is to pass to Travis, William's godson. The executors and trustees under the Will are William's close friends David and Paul. Travis is 19 years of age and lives with his parents in the jurisdiction.

Mr Hopper tells you that he wants to sell the property and use the proceeds to buy a villa on the north coast that he has already identified. He also mentions to you that a close friend of his, Douglas Duval, had expressed an interest in purchasing the Starboard property, and that he was anxious to pursue this offer because Douglas is a very wealthy man. He tells you that he needs your advice in relation to pursuing the sale of the property to Douglas.

Instructions:

Prepare a letter to Mr Hopper outlining your advice in relation to each of the properties.

A. 16 CHISHOLM AVENUE

- (i) The procedural steps he can take (not including court proceedings), to protect any interest he is claiming in the property. Your advice must refer to any document(s) required, and the contents thereof.
- (ii) The options open to Patrick and Harold in response to any steps he (Mr Hopper) may take pursuant to your advice in (i) above.

B. WINDSOR BUSINESS COMPLEX - FLEET STREET

- (i) The inquiries and searches he should make as a preliminary step to entering into the contract to purchase the unit.
- (ii) The general terms and conditions that would be inserted in the agreement for sale.

- (iii) The special terms and conditions you would recommend be included in the agreement for sale, outlining their contents and the reasons for including them.
- (iv) The further instructions, if any, you will need to assist in your preparation of the agreement for sale.

C. GULF VIEW ESTATE

- (i) Whether you can comply with his instructions to write to Brendan, giving reasons.
- (ii) Prepare any document you deem appropriate having regard to your advice to him (Mr Hopper) at (i) above.

D. BURLINGTON AVENUE

- (i) The steps he would be required to take to vary the restrictions on the title so as to facilitate the development plan he has for the property, including the documents required, and the contents of such documents.
- (ii) Advise him on the likelihood of success of the steps you would take in (i) above.

E. 32 STARBOARD DRIVE

- (i) The steps he should take and the matters to be considered in pursuing the sale of the property to Douglas.
- (ii) Advise on whether he can use the proceeds of sale for the purchase of another property, giving reasons.

Note:

Your letter must not exceed **4,500 words**.

END OF PAPER