

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
SECOND YEAR EXAMINATION 2025
CONVEYANCING AND REGISTRATION OF TITLE

(FRIDAY, MAY 16, 2025)

Instructions to Students

- (a) Time: **3½ hours**
- (b) Answer **ALL** questions.
- (c) In answering any 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.**
- (d) It is unnecessary to transcribe the questions you attempt.
- (e) Answers should be written in black or dark blue ink. Erasable pens are not allowed.
- (f) Calculators may be used and are provided.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

QUESTION 1

Dr Mark Greenthumb is a world-renowned agronomist who lives and works in Cayo district in the jurisdiction. In 2022, the Ministry of Health in the jurisdiction launched the “Eat What You Grow” campaign, which encouraged citizens to support local farming and production by consuming locally grown food. Mark formed a company called Eatwell Limited (the Company) to further the ministry’s agenda and he and his wife, Kelly, were named directors. The Company obtained a loan of \$20,000,000, secured by a mortgage, from Country First Building Society (the Building Society) to purchase a ten-acre tract of land to develop ten one-acre agricultural service lots for sale to small farmers. The property is located in Barnard Lodge District, the breadbasket of the jurisdiction, which is close to a major town and market. The property is registered at Volume/Block 344 Folio/Parcel 15 of the Register Book of Titles/Land Register.

The Company immediately embarked on having the ten-acre tract of land cleared and surveyed. The land was levelled and infrastructure put in at considerable cost to the Company. The infrastructure included roads, wind turbines, packing facilities for preparing crops for market, wells to provide water and irrigation pipelines to distribute water. Subdivision approval was also sought from the planning authorities. The Company encountered untenable delays in obtaining such approval. As a result, the sale of the service lots was delayed as individual Certificates of Title/Land Certificates for each lot could not be issued without the grant of subdivision approval. The Company soon incurred cost overruns. The Company was intermittently paying the loan while keeping the Building Society abreast of the difficulties being encountered and promising to clear the arrears as soon as some of the lots were sold.

As at December 2024, the Company was in arrears for 12 consecutive months. Subdivision approval was finally obtained in January 2025. Mark convened a meeting with the Loans Manager, Robert Mighty, where he delivered to him a copy of the subdivision approval and advised that he was now in a position to apply for individual Certificates of Title/Land Certificates from the Titles Office/Land Registry. He requested an extension of time to pay the arrears. He further advised Mr. Mighty that he had obtained current market valuations, that lots numbered 1-6 were valued at \$10,000,000 each and that the cumulative current market value for the ten

service lots stood at \$140,000,000. Mr Mighty did not commit to granting an extension of time and encouraged Mark to have the Company service the loan.

On May 15, 2025, Mark attends upon your law firm, visibly upset, and instructs you as set out below:

- (a) On May 13, 2025, one of his suppliers brought to his attention that there was an advertisement in the local newspaper dated May 1 that read as follows:

*Large agricultural lot for sale under Powers of Sale contained in a Mortgage.
Property registered at Certificate of Title/Land Certificate Volume/Block 344
Folio/Parcel 15. Public Auction to be held at the offices of BC and Nephew
Auctioneers, on Thursday, May 7, 2025.*

- (b) Upon seeing the advertisement, Mark immediately called Mr. Mighty and told him that the negotiations for the sale of the lots were complete and that contracts for sale were in the process of being drafted. Mr. Mighty replied contemptuously that the Building Society was not operating a charity, and it was too late anyway, as the property had been sold at public auction to Organic Farmers Limited at a sale price of \$55,000,000, representing the principal sum, interest and bank charges.
- (c) That the Building Society never told him that the property was going to be sold despite there being constant communication, and that Mr. Mighty appeared understanding when he was advised of the delays encountered at the planning agencies.
- (d) That he has been reliably informed that the Building Society is a shareholder in the company Organic Farmers Limited, which is a major supplier of organic fruits and vegetables to the hospitality industry.

You are required to advise Mark on:

- (1) the specific matters to be considered in order to determine whether the Building Society has acted properly in exercising its power of sale; and
- (2) the legal recourse, if any, that may be available to the Company in the circumstances.

QUESTION 2

Benjamin Bhutt is a self-made man who built his fortune working in the oil fields of Turiname and Luyana. He is the registered proprietor of land described as part of Berry Gardens in the jurisdiction comprised in Certificate of Title/Land Certificate Volume/Block 1367 Folio/Parcel 79 of the Register Book of Titles/Land Register and bearing the civic address, 6 Titanic Road. The property forms part of the Berry Gardens building scheme developed in the 1970s and boasts in excess of 60 palatial homes, each sitting on an acre of land with considerable setbacks from the road. The houses have amenities such as swimming pools, pickleball courts, walking trails and green spaces.

Benjamin's dilapidated house at 6 Titanic Road is nestled on a one-acre corner lot. The title to the property has the following restrictions endorsed thereon:

- "1. The said land shall not be subdivided.*
- 2. No building other than a private dwelling house shall be erected on the said land.*
- 3. No building shall be erected within thirty feet of any road and ten feet of any other boundary."*

Similar restrictions appear on the titles for the other lots in the subdivision. For the past ten years, there has been a tendency towards multi-family homes on roads that intersect and are parallel to Titanic Road, but the houses on Titanic Road have remained sprawling single-family dwelling houses.

Benjamin purchased the property with the intention of demolishing the old house, building a family compound called "The Bhutt Compound" and relocating his large multi-generational family to the property. He obtained building permission from the relevant planning authorities in the jurisdiction to construct two three-storey twelve-unit strata/condominium buildings and three separate split-level houses on the lot. The approval was subject to Benjamin modifying the relevant restrictions on title. Undeterred, Benjamin commenced demolishing the house and was approached by two adjoining owners, Ms. Margaret Parker and Mrs. Elaine Foote, who welcomed him to the area and commented that they were happy that the property was purchased, as the

old house was an eyesore. Their attitude and warmth changed, however, as they watched, in horror, as construction proceeded on the strata/condominium complex, with all the units having wrap-around balconies overlooking adjoining properties.

Ms. Margaret Parker and Mrs. Elaine Foote complained to Benjamin about the fast-moving development on the property being in breach of the restrictions and inquired as to the number of persons who would be living on the property. Benjamin dismissed their concerns asserting that he could do anything with his property as he was building generational wealth, and in any event, multi-family dwellings are all around the Titanic area. Benjamin accelerated the pace of construction.

Benjamin has come to you, and he tells you that a stop order from the planning authority in the jurisdiction has been served on him requesting compliance with the conditions in the building permission. He seeks advice on:

- (i) the procedural steps required to modify/discharge the restrictions on the title in light of the development plans for the property. (Your advice must indicate the documents required and their contents.); and
- (ii) the bases on which he could rely to ground an application to modify/discharge the restrictions on the Certificate of Title/Land Certificate.

Advise Benjamin.

QUESTION 3

You are an associate in the law firm, Baston and Lawe. Godfrey Smith is a new client of the firm, and your supervising attorney-at-law, Jonathan Kerr, has passed to you a file for Mr. Smith, who needs legal advice. He wants you to meet with the client, assume responsibility for the file and provide Mr Smith with the required legal advice. You meet with Mr. Smith who instructs you as follows:

1. He is the sole named executor and beneficiary under the Will of his father, Barrington Smith, who died on March 7, 2023.
2. He obtained a Grant of Probate on June 12, 2024, but no further steps have been taken.
3. The only real property in his father's estate is a four-bedroom bungalow, registered at Volume/Block 1790 Folio/Parcel 222 of the Register Book of Titles/Land Register.
4. On November 1, 2024, he entered into an agreement for sale with Shannon Lake (the Purchaser) at a sale price of \$25,000,000.
5. The Purchaser made an initial payment of \$5,000,000 on exchange of contracts.
6. It was a term of the contract that completion would be on or before February 28, 2025, with balance purchase price of \$20,000,000 payable in exchange for Certificate of Title/Land Certificate registered in the name of the Purchaser.
7. Time was of the essence as to completion.
8. On March 15, 2025, the Purchaser wrote to him seeking an extension of time to complete, as her financing had fallen through, and she was exploring alternative financing to complete the sale.
9. He agreed to the extension of time, in writing, and the new completion date of April 30, 2025 was agreed by the parties.
10. The extended date for completion has passed and, to date, the Purchaser has not contacted him in relation to the payment of the balance purchase price. He is incensed, as he requires the funds to defray outstanding debts in the estate and to pay outstanding fees to his daughter's school, failing which, his daughter will not be able to sit her final examinations in June 2025.
11. He wants you to write to the Purchaser immediately, advising that he is no longer interested in completing the sale, and that he is retaining the payment of \$5,000,000.
12. You should represent him in the resale of the property, this time for cash.

Required:

Prepare a letter to Mr. Smith advising him on:

- (i) whether you can comply with his instructions, giving reasons;
- (ii) the steps you recommend that he should take to deal with his concern over Shannon's failure to complete the purchase of the property; and
- (iii) the procedural steps to be taken to put him in a position to complete the sale were he minded to do so.

Your advice at (ii) and (iii) above must indicate the document(s) required, and the contents thereof.

END OF PAPER