

COUNCIL OF LEGAL EDUCATION  
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE  
SECOND YEAR SUPPLEMENTARY EXAMINATIONS 2025

CONVEYANCING AND REGISTRATION OF TITLE

(THURSDAY, AUGUST 7, 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.

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**PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.**

## **QUESTION 1**

Better Homes Limited (the Company) is duly incorporated under the laws of the jurisdiction, and carries on the business of real estate development. The parish/district of St. Tomas in the jurisdiction has great potential for real estate development as, among other things, a recently constructed highway increased access to the parish/district, resulting in the appreciation of property values and opportunities for construction.

In 2022, in order to exploit the lucrative housing market, the Company obtained a variable rate loan of \$100,000,000, secured by a mortgage from Long Pockets Lending Agency (the Agency), to purchase 20 acres of land in St. Tomas to construct a middle-class gated housing community, targeting young professionals. The property is registered at Volume/Block 1567 Folio/Parcel 135 of the Register Book of Titles/Land Register.

In January 2024, the managing director, Leo Mair, obtained the requisite planning, building and subdivision approvals, and construction of the houses began in earnest. Difficulties were encountered, however, as there were frequent work stoppages because of industrial disputes. The cost of raw material soared as a result of increased tariffs. There was also a shortage of critical raw material, such as cement. The Agency also increased the interest rate by ten percent over the course of two years.

As at January 2025, phase one of the housing development, now called Hope Meadows, was practically completed, and payments on the loan had not been made for four consecutive months.

Leo visited the offices of the Agency in February 2025, and spoke to the Loans Manager, Ebenezer Screege. He sought a reduction in the interest rate payable, a waiver of the default interest that had caused his mortgage debt to skyrocket, and a longer term to service the loan. He also disputed the arrears payable as stated by the Agency. The Agency refused his requests.

Leo visited your office on June 18, 2025, and instructed you as follows:

1. His property was included in a list of properties published in a local newspaper dated June 17, 2025, advertising a public auction sale by the Agency, acting under its power of sale.

2. The advertisement read as follows:

*“Sale of a large parcel of land ‘ripe for development’ pursuant to Powers of Sale contained in a Mortgage. Property registered at Volume/Block 1567 Folio/Parcel 135. Public auction to be held at the offices of Dynamic Land Sales, Auctioneers on Friday, June 30, 2025.”*

3. On seeing the advertisement, he immediately contacted Mr. Screege, informing him that two of the houses were ready to be sold and requesting additional time to clear the arrears. Mr Screege responded to say that the sale of the houses would not clear the arrears, and that the Agency would be proceeding to realise its security, as he had not made any payments on the loan since September 2024.
4. The Agency never told him that the property was going to be sold.
5. He is quite concerned as he has heard that the property is being sold for \$200,000,000, which is the amount that the Agency claims to be due to them as at July 2025. He recently obtained valuations for two of the completed houses in phase one, which indicate that each would likely fetch \$350,000,000 on the open market.
6. He is distraught, and contends that the Agency’s high-interest rate regime, coupled with its unreasonable attitude towards him regarding refinancing the debt, has bankrupted his company.

**Required:**

Prepare a letter to the Company advising on:

- (i) whether the Agency has acted improperly in attempting to exercise its power of sale, setting out the specific matters to be taken into account to determine this; and
- (ii) any option(s) available to the Company.

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**QUESTION 2**

In April 2025, Amanda Smart orally agreed to sell to Andre Cross her property situated at 10

Lister Avenue in the jurisdiction for the sum of \$30,000,000. The property is registered at Volume/Block 1100 Folio/Parcel 21 of the Register Book of Titles/Land Register. Andre confirmed the arrangement in a letter to Amanda. In that letter, he enclosed the proof of the electronic transfer of \$6,000,000 representing the down payment payable under the agreement. In the letter, he undertook payment of the balance purchase price on the agreed date for completion, which was September 1, 2025, in exchange for the Duplicate Certificate of Title/Land Certificate to the property. Amanda forwarded to Andre a signed receipt for the payment made, and granted him early possession of the property, in keeping with his request.

In early July 2025, Amanda emailed and called Andre, as the date for submitting the letter of undertaking for the payment of the balance purchase price had passed. Andre has neither responded to any of her emails, nor returned any of her calls.

On July 20, 2025, Andre called Amanda to advise her that he would not be in a position to pay the balance purchase price on the agreed date because he, Andre, was still awaiting money from the sale of his house. The following day, Andre wrote to Amanda advising that he would require an extension of three months to complete.

Amanda is astounded at this turn of events. She says that in the preliminary discussions held with Andre, while negotiating the sale, Andre had mentioned that he had readily available funds with which to purchase the property. It was for this reason that Amanda had accepted Andre's offer, ahead of the other offers to purchase the property that she had received.

Amanda has since retained your services and has instructed you to advise Andre that an extension of time will not be granted. Further, she doesn't even believe the agreement was valid as it was not in writing. Notwithstanding this, if he fails to complete on the agreed date, she will withdraw from the agreement for sale, forfeit the money she has received and resell the property.

**Required:**

Prepare a letter to Amanda outlining your advice on:

- (a) whether you can comply with her instructions, giving reasons; and

(b) the steps that she should take if Andre fails to complete the purchase of the property by September 1, 2025.

You must identify any document(s) you consider necessary in the circumstances and their contents.

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### **QUESTION 3**

In 2021, Lisa Carter met Nathan Gregory, a successful businessman, who was thirty years her senior. Nathan encouraged her to give up her career in marketing to become a housewife and stay-at-home mother to Karen, Nathan's 16-year-old daughter from his first marriage to Barbara.

Lisa had a fractious relationship with Karen, who blames her for the end of her parents' marriage. Lisa refused to move into the house that Nathan and Barbara shared, and Nathan installed her in one of his properties, a four-bedroom luxury bungalow registered at Volume/Block 5211 Folio/Parcel 257 of the Register Book of Titles/Land Register ("the Property").

Lisa enjoyed the life that Nathan provided, however, in February 2023 he was diagnosed with Glioblastoma and was given nine months to live. Lisa became Nathan's sole caregiver.

Nathan died testate in November 2023, and in January 2025, Grant of Probate was obtained in his estate. Under the terms of the Will, the property was devised to Lisa in the following manner:

"I devise my property known as Lovers' Nest registered at Volume /Block 5211 Folio/Parcel 257 of the Register Book of Titles/Land Register to Lisa for life and thereafter to my daughter Karen."

Karen was named executrix under the Will, is registered on transmission on the Certificate of Title/Land Certificate and has effected the registration of the various interests in accordance with the devise under the Will.

Lisa has come to you distraught, informing you that Karen has become more hostile telling her that the bungalow is hers and that she, Lisa, needs to vacate the premises as her services to her father are no longer needed. Further she, Karen, has moved her boyfriend into the bungalow.

Lisa is exhausted, having cared for Nathan during his illness, and wants a fresh start. Her best friend Bree who is a final year law student, told her that she can sell the house. She wants to sell the house and use the proceeds of sale to purchase a strata/condominium unit to escape the abuse from Karen.

**Required:**

Write a letter to Lisa advising her of her rights arising under the Will and whether she can sell the property and utilise the proceeds of the sale.

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**END OF PAPER**