

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1981

CONVEYANCING AND REGISTRATION OF TITLE

Tuesday, August 18, 1981

Instructions to Students

- a) Time: 3½ hours
- b) Answer FIVE questions only.
- c) In answering any question a candidate may reply by reference to the Law of Jamaica, the Bahamas, Belize or the British Virgin Islands, 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.

QUESTION 1

In 1965, Avis expended \$3,000 towards the cost of constructing a two-bedroom house on a piece of unregistered land owned by Peter her common-law husband. In 1970 Avis and Peter agreed to sell the house and land and to invest the proceeds in the purchase of another house registered at Volume 1 Folio 2 of the Register Book of Titles as joint owners. The transfer was, however, unknown to Avis, made out in favour of Peter who was registered as the proprietor. Avis now consults you and tells you that Peter has expelled her from the house and that he has just contracted to sell the house. She wants to know what rights, if any, she has in respect of the property in question and, if so, how she may safeguard those rights.

Advise her, stating what steps you would take.

QUESTION 2

In 1960 Joseph and Carmen were registered as the joint proprietors in fee simple of a dwelling-house. Joseph died in January, 1981. The title is presently being held by the Zenith Building Society as security for a loan to Joseph and Carmen. You act for Carmen who wishes to have her name registered as the sole proprietor.

- (i) What steps should be taken?
 - (ii) Draft the application.
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QUESTION 3

You act for Percival who has contracted to purchase 'The Dream', a freehold house from Stephen under an open contract. You are being requested by Stephen's attorney-at-law to approve the draft conveyance. The abstract of title shows the following, all in respect of 'The Dream':

- 1945 - Voluntary Conveyance A to B
- 1960 - Will of B appointing X and Y executors and trustees and L life tenant.
- 1968 - Conveyance on sale - X and Y to Q.
- 1975 - Will of Q appointing W and Z executors and R sole beneficiary.
- 1979 - Assent Z to R.
- 1980 - Conveyance on Sale R to Stephen, subject to a right of way in favour of T over a strip of the land.

What requisitions and/or objections to title do you deem to be warranted?

Advise Percival on title.

QUESTION 4

Lancelot is the life tenant of a three-bedroom house by virtue of a settlement by will in which Tim and Tom were appointed the trustees of the settlement. Lancelot, who is presently in the U.S.A., has agreed to sell the house to Alfred, through his duly appointed agent, Karl.

Draft a form of conveyance to Alfred.

QUESTION 5

(a) In the case of unregistered land, how may a purchaser (including a mortgagee) of -

- i) a legal; and
- ii) an equitable estate,

protect his interest?

(b) Consider generally the effect of a misdescription of the property being sold.

(c) What is tender? What and how should the purchaser and vendor respectively tender?

QUESTION 6

(i) Eric wishes to bring his lands under the scheme of the Registration (Strata Titles) Act.

How should he proceed?

(ii) Carmen wishes to purchase a unit on completion of the development under the above scheme and wants to know what would be her rights and liabilities and the nature and modus operandi of a corporation under such a scheme.

Advise her, generally.

QUESTION 7

Advise the purchaser who wishes to rescind his contract in each of the following circumstances:-

- (a) the vendor, at the time of the contract, did not disclose the state and style of the plumbing - no water gets into the pit with the result that a substantial part of the building will have to be demolished and rebuilt;
- (b) the vendor, at the time of the contract, and to date, has not yet obtained probate of a will in which he was named executor and the date for completion is fast approaching;
- (c) the vendor, who is a life tenant, has not to date given any notice of the sale to the trustees;
- (d) the vendor, at the time of the contract, did not disclose that planning permission for the type of development contemplated by the purchaser, to the knowledge of the vendor, was recently refused in the interest of preserving the locality as a green belt.

QUESTION 8

Clark and James who are the joint owners of a dwelling house situated at 10 Seam Street, by a legal mortgage dated the 10th July, 1975, mortgaged the house to the ABC Loan Company Ltd., to secure a loan of \$30,000 repayable by monthly instalments of \$300 at a rate of interest of 10 per centum per annum. James has agreed with Clark to release all his interest in the house whereby Clark will become the sole owner in consideration of Clark becoming solely liable to the ABC Loan Company Ltd. for the outstanding balance payable under the mortgage and the loan company is agreeable to this arrangement.

Draft a document on behalf of the ABC Loan Company Ltd. to give effect to the changed circumstances contemplated, in relation to the mortgage.
