

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, 1981

CONVEYANCING AND REGISTRATION OF TITLE

Thursday, May 28, 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

Albert is registered as the proprietor of 10 acres of land. In 1964, he sold 5 acres of the land to Iris and let her into possession but no transfer was ever prepared or registered. In 1965, Albert left Jamaica and has since been residing in England. Since the departure of Albert, Iris has been occupying the entire 10 acres. Iris now wishes to know whether she may successfully apply to the Registrar of Titles to be registered as the proprietor in respect of the entire 10 acres.

- (i) Advise her, briefly.
 - (ii) Assuming that Iris may be entitled to the 10 acres, complete the Form of Application provided and include in the Schedule thereto, all necessary documents that should be submitted in support of the application.
 - (iii) Draft one declaration in support of the application.
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QUESTION 2

(i) State the procedure applicable where the title is registered, in the following circumstances:

- (a) the purchaser has paid all the purchase money but the vendor cannot be found to execute the transfer;
- (b) the purchaser has paid a part only of the purchase price and wishes to pay the balance and obtain a transfer but the vendor cannot be found;
- (c) the mortgagor wishes to pay off the balance of the mortgage debt upon the expiry of the mortgage term but the mortgagee cannot be found.

(ii) Draft an application in respect of any one of the above circumstances.

QUESTION 3

What is foreclosure? Outline the conditions under which foreclosure proceedings may be taken and the procedure leading up to an order in respect of registered land.

QUESTION 4

Cornelius who was in financial difficulties obtained an equitable mortgage by way of deposit of his registered title with his bank to secure an advance of \$10,000. In addition, he executed a power of attorney giving the bank a power of sale over the land comprised in the title in the event of his default. Cornelius, sensing default, subsequently contracted to sell the land to Tom for \$50,000 and informed the bank. Almost immediately after, Cornelius defaulted in his arrangements with the bank and the bank thereupon acting under the power of attorney contracted to sell the land to Jim for \$70,000.

Advise Tom where:

- (i) the bank had not lodged a caveat against the title;
 - (ii) the bank had lodged a caveat.
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QUESTION 5

Oswald -

- (i) wants to sub-divide his 20 acres of land for sale as residential lots and
- (ii) wants a restrictive covenant on his land removed or modified.

Set out in detail the procedure that will have to be followed in each case.

QUESTION 6

By his will, Timothy devised his 10 acres of land registered at Volume 1 Folio 2, to his two children in equal shares and charged the land with the payment of an annual sum of \$100 in favour of his wife Doris. He appointed Joseph and Joshua his executors and they have probated the will.

- (i) Draft a document to vest the property in the beneficiaries.
 - (ii) Draft an application for registration on transmission.
 - (iii) What endorsements, if any, should be noted on the title?
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QUESTION 7

James died in 1980, having by his will devised 20 acres of land to his infant son Alexander. James appointed his older brother, Huntley, his sole executor and nominated his wife, Iris, as Alexander's testamentary guardian. It is now considered desirable to sell the property.

What steps should be taken in order to vest title in the purchaser?

QUESTION 3

In 1978, Charles contracted in writing to sell fifty acres of land to Jones & Co. Ltd. for \$80,000. A special condition in the contract stipulated that the contract is subject to Jones & Co. Ltd. obtaining planning permission to their satisfaction for the development of the property and that the sale is to be completed within twelve weeks of the condition being satisfied. No actual date for completion was fixed. In the contract, Charles also acknowledged receipt of the sum of \$30 in consideration of his holding the property for Jones & Co. Ltd. Shortly after the exchange of contracts, Jones & Co. Ltd. lodged a caveat against the property. To date, Jones & Co. Ltd. have not applied for planning permission as they fear that planning permission will not be favourably considered before 1982.

Charles has become impatient and consults you. He tells you that he wants the caveat removed since he has obtained a good offer from Douglas to purchase the property.

What steps would you take? What do you consider are the chances of Charles being successful in putting an end to the contract with Jones & Co. Ltd.?
