

NORMAN MANLEY LAW SCHOOL

Council of Legal Education

LEGAL EDUCATION CERTIFICATE
SUPPLEMENTARY EXAMINATIONS, 1975

LANDLORD AND TENANT

Instructions to Students

- (a) Time: 3½ hours.
 - (b) Answer FIVE questions only.
 - (c) It is unnecessary to transcribe the questions you attempt.
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QUESTION 1.

J owned commercial premises known as No.1 Commeracre, the same being controlled premises. He formed a private company in which he became Managing Director and took shares therein to the value of No.1 Commeracre which he transferred to the company.

J now consults you and tells you that he has given T, the monthly tenant of No.1 Commeracre, notice to quit as his Company requires the premises for carrying on the business of dealers in motor cycles.

Advise J on the question of recovering possession against T.

QUESTION 2.

In 1970, Joe Thomas became the lessee for a term of 21 years of certain premises known as "Nyam" which he occupied as a restaurateur. He installed gas ranges, counters, air-conditioning units, chandeliers and partitions.

In 1974, Thomas orally agreed with Tom Authurs for the assignment to Tom Authurs of the remainder of the term and accepted a deposit of \$500 from Authurs and gave him a receipt.

Thomas now informs Authurs that he requires his "fixtures" for re-installations in another restaurant he has purchased.

Advise Authurs.

QUESTION 3.

Outline the main considerations you would be interested in when taking instructions for a lease distinguishing between leases of dwelling houses and commercial buildings.

QUESTION 4.

John Dread, who is the proprietor of The Dread Music Company, placed his juke box in the custody of Pearl Panther, who operates a bar on West Road, under an agreement in which John Dread was to receive a percentage of moneys collected in the juke box.

On the 1st September, 1975, Joe Seiser, a landlord bailiff, acting on the instructions of Roy Green, the landlord of Miss Panther, levied distress at Miss Panther's bar in respect of rent owed by Miss Panther and took away the juke box.

Draft any necessary document on behalf of John Dread that may entitle him to recover his goods.

QUESTION 5.

T, who is the tenant for life of property known as Blueacre, consults you as to his powers, rights and duties of leasing.

Advise him.

QUESTION 6.

(i) L owns a 5-apartment dwelling house which was let to T. The standard rent was fixed at \$1,000. After T's tenancy expired, L let the 5 apartments singly to A, B, C, D and E for use as offices and fixed their rental at \$300 each monthly.

E, who is in arrears of rent, claims that his tenancy is invalid as L did not apply to the Rent Assessment Board to fix a standard rent before his term commenced.

Advise E.

/(ii) ...

(ii) Had L let the premises to A, B, C, D and E for use as dwellings, on what basis should their respective rentals be fixed.

QUESTION 7.

Outline the extent to which the ordinary law of landlord and tenant has been modified by the Agricultural Small Holdings Act, in relation to security of tenure, compensation and fixtures.

QUESTION 8.

Draft a form of assignment of a lease from the original lessee to a third party for \$10,000. The lessor is to be a party to the assignment to release the lessee from the covenants in the lease.

Particulars:

Lessor: AB Ltd. of No.12 Orange St., Kingston.

Lessee: XY Bank Ltd. of No.5 Harbour St., Kingston.

Assignee: Mr. John Brown of No.10 Oxford St., Kingston, Merchant.

Property: No.76 Half-Way-Tree Rd.

Term: Ten years from the 1st day of January, 1972.

Rental: \$12,000 p.a.
