



**CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma**

**Unit 17 – Conveyancing**

**Question paper**

**January 2025**

**Time allowed: 3 hours and 15 minutes (includes 15 minutes reading time)**

**Instructions and information**

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- You must answer **all** questions.
- This question paper is out of 100 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to use your own printed copy of the pre-release case study materials, as long as the materials are not annotated in any way. Alternatively, you can access the electronic version of the pre-release case study materials available in the examination.
- You are allowed to make notes on your scrap paper during the examination.
- A basic calculator is provided should you require the use of one.
- You are **not** allowed access to any statute books.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

***Turn over***

**Answer ALL questions.**

**Question 1**

Reference: Question relates to 221 Newton Way, Truro, Cornwall TR1 1AT (**Newton Way**) and to **Documents 1, 2, 3, 4, 5 and 6** of the case study materials.

From reviewing the file on this matter, you note that your clients have not yet satisfied the necessary identification requirements.

- (a) Explain why you must adhere to the rules on establishing the identity of your clients. In your answer, identify what proof of identity you will require from your clients. **(5 marks)**
- (b) Explain which document you will choose to form the root of title for Newton Way and the criteria upon which you have based this choice. **(9 marks)**
- (c) Draft the following provisions that will be included in the contract of sale for Newton Way:
- (i) the seller;
  - (ii) the buyer;
  - (iii) the property;
  - (iv) the specified incumbrances;
  - (v) the purchase price and the deposit;
  - (vi) the contents price; and
  - (vii) the additional special conditions that will need to be added to the contract.

**(13 marks)**

**(Total: 27 marks)**

**Question 2**

Reference: Question relates to Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB (**Flat 1**) and to **Documents 1, 2, 7 and 8** of the case study materials.

Your clients have agreed to borrow the additional sum required to purchase Flat 1 from National Westminster Bank plc on a repayment mortgage. However, they are not entirely clear about the difference between this type of mortgage and the interest-only mortgage that was also offered to them. They would like to have some clarification on this.

- (a) Explain the differences between a repayment mortgage and an interest-only mortgage. **(5 marks)**
- (b) Advise how your clients should hold the title to Flat 1 as co-owners on the basis of the information currently available to you. **(11 marks)**
- (c) Explain the purpose of each of the pre-contract searches you will carry out in respect of Flat 1. **(6 marks)**

**(Total: 22 marks)**

### Question 3

Reference: Question relates to Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB (**Flat 1**) and to **Documents 1, 2, 7 and 8** of the case study materials.

- (a) Explain whether your clients will be able to run a pop-up café in the garden at Flat 1. In your answer, you should consider the provisions of the lease of Flat 1 and any other permissions that may be required to use the garden at Flat 1 as a pop-up café.  
**(11 marks)**
- (b) Explain whether clause 7 of the lease of Flat 1 will be acceptable to your clients' mortgage lender, National Westminster Bank plc.  
**(5 marks)**
- (c) On the basis that Flat 1 was newly built when the lease was granted, describe what protection you would expect to be available to your clients following completion of their purchase, and for what period of time, should any structural defects subsequently occur at Flat 1.  
**(6 marks)**
- (Total: 22 marks)**

### Question 4

Reference: Question relates to 221 Newton Way, Truro, Cornwall TR1 1AT (**Newton Way**) and Flat 1, 29 Highgrove Road, Truro, Cornwall TR5 4JB (**Flat 1**) and to all the documents of the case study materials.

You have now exchanged contracts for the sale of Newton Way and the purchase of Flat 1. You have received a phone call from the sellers' lawyer to say that Salma Phelps died over the weekend. Martin Phelps still wants to proceed with the sale of Flat 1 to your clients.

- (a) Explain what steps need to be taken to enable the sale of Flat 1 to your clients to proceed satisfactorily and what other action you will need to take to protect your clients as a consequence of Mrs Phelps's death.  
**(6 marks)**

Matters have proceeded swiftly and you are due to complete the sale of Newton Way and the purchase of Flat 1 today, which is the contractual date for completion.

- (b) Explain the steps you will now follow under the Law Society Code for Completion by Post in relation to the sale of Newton Way. In your answer, identify the documents you will send to the buyer's lawyer following completion of the sale.  
**(8 marks)**
- (c) Explain the post-completion steps you will now take in relation to Flat 1. In your answer, identify any forms and accompanying documentation required for those post-completion steps and any time limits with which you should comply.  
**(15 marks)**
- (Total: 29 marks)**

**End of the examination**