



**THE LAW SOCIETY OF SCOTLAND
EXAMINATIONS**

CONVEYANCING

Monday 6 February 2017

**1330 – 1630
(Three Hours)**

**Candidates should answer FOUR questions, TWO from SECTION
A and TWO from SECTION B.
All sections of a question must be answered.**

**LAW SOCIETY OF SCOTLAND
EXAMINATIONS**

CONVEYANCING

**6 February 2017
(Three hours)**

Candidates should answer FOUR questions, TWO from Section A and TWO from Section B. All sections of a question must be answered.

SECTION A

Question 1

Abbey Hall is a large Georgian mansion on the outskirts of Edinburgh. It was divided into six flats in the 1940s. The scheme of division was achieved by each purchaser's agent drafting their own conveyance without any overall plan. As a result there are no provisions in the titles relating to maintenance and repairs. Entry to four of the flats is by way of the original oak-panelled hallway and the two remaining flats are ground and basement flats each with their own main doors.

Harold, the owner of one of the upper flats has lived overseas for a number of years and seldom visits. Water ingress from the roof to this flat has caused dry rot which has now spread to the hall.

- (a) Advise Anna, who owns one of the main door flats, whether she has any liability for the costs of repairs to the hall.
- (b) Advise Blair, who owns the first floor flat on the other side of the hall from the rot outbreak and the leaking roof, whether he has any liability for the costs of the roof repairs.
- (c) Advise Colin, who owns the flat below Harold's flat whether he can recover costs from Harold for the spread of the rot.
- (d) Once the works can Anna, Blair and Colin take any steps to prevent Harold selling his flat without paying?

In your answers you should refer to the appropriate legislation. [Each part is of equal value]

Question 2

Ellen bought her house on a new housing estate two years ago. A deed of conditions was registered by the developer over the whole estate which comprises 200 houses. There are areas of public open space including a children's play area. The deed of conditions

provides that the developer can appoint a factor. They appointed Campfield Factors Limited.

- (a) Ellen and other owners have become dissatisfied with the high monthly charges and they do not consider Campfield are maintaining the area properly.

She has asked you for advice as to how the residents can go about replacing the factors. Advise her.

- (b) Ellen is also concerned that the developer has recently put in a planning application which demonstrates his intention to deviate from the development plan in the deed of conditions. The intention now is that the developer will erect a care home for the elderly. She is not keen on elderly residents in the next street. Ellen moved away from her family when she bought here and was attracted to the development because the houses were good sized family houses and she was keen to meet other mums of a similar age.

She seeks your advice on whether the developer must adhere to the development plan which is referred to in her title and whether she can use the provisions in her titles which require properties to be used 'each for the occupation of one family only and for no other purpose' to prevent the proposed development?

- (c) Since the birth of her child last year Ellen has worked only part-time and she is now supplementing her income by making children's sleepwear which she is selling on the internet. She has built up a considerable stock of garments in her garage and now uses one bedroom as a sewing room. The business is growing and she wants to employ her friend Sue part-time to work with her as well as providing some social contact. The deed of conditions as well as the provisions noted in (b) above also provides that each plot 'shall not be used for any business purposes in all time coming.' This growth will also mean a delivery van calling each day to drop off cloth and collect boxes of garments.

She wants to know if this provision will cause her difficulty and whether anything can be done to remove it. Advise her.

[Each part is of equal value]

Question 3

Frank and his wife Georgia own their own house. Frank runs an export agency and saw the opportunity to expand. His bank was more than happy to lend him money with the house being put up as security for the advance. However the business has not prospered and the bank are now threatening to repossess the property. Georgia claims to be unaware of the significance of signing the security at the time.

Advise her on what steps ought to have been taken prior to her signing the security and whether there is a prospect of her challenging the security.

END OF SECTION A

SECTION B

Question 4

- (a) Explain the purposes of a search in the Personal Register, the Register of Inhibitions.
- (b) Explain what advance notices are and the role they play in conveyancing transactions.

[Answer both parts which are of equal weight].

Question 5

In relation to a lease of urban subjects explain, using authority to support your answer, what the common law obligations of the landlord as to the condition of the premises on commencement of the lease and throughout its duration?

Question 6

- a) Explain how the occupancy rights of a spouse or civil partner of the seller might affect the interests of a purchaser in a house purchase transaction and what steps might be taken in relation to this risk.
- b) Explain the significance of a title which is taken in name of A and B and survivor. Does this have the potential for risks in relation to subsequent transactions?

[Answer both parts which are of equal weight].

END OF QUESTION PAPER