

# Conveyancing

Tuesday 5 November 2025

9.30am to 11.00am

**Candidates are required to answer TWO out of three questions.**

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### Question 1

Hermoine purchased a new-build house from a developer, Albion Ltd., using the firm of Ignavus and Co. as her law agents. The missives were concluded on the 3rd of June 2024 and the disposition was delivered to the offices of Ignavus and Co. on the 25th of June that year. Hermoine took entry of the property on that date. For reasons that are unclear, Ignavus and Co. did not seek to register Hermoine's title to the house until the 3rd of January 2025. By that time, Albion Ltd. was in the process of being liquidated, with a liquidator appointed by the court on the 3rd of November 2024, following a petition whereby it was established that the company was unable to pay its debts. Nonetheless, the Keeper allowed Hermoine's title to be registered. Despite the registration, the liquidator now seeks to recover the house from Hermoine, who has since the 1st of October 2024 been leasing the property to Richard for use as a family home. Richard and Hermoine did not constitute the contract of lease in writing, but rather came to an agreement in the pub a few weeks before Richard moved in. *Per* this agreement, Richard is to pay Hermoine £1,500 in rent each month and Hermoine is to cover the cost of contents insurance and has an ongoing duty to maintain the property and make repairs when necessary. Hermoine is yet to provide any details of this in writing to Richard, but as the pair have been friends for years, she didn't think that doing this would be necessary. The liquidator of Albion Ltd. now wishes to evict Richard from the property and recover possession of the house from he and Hermoine.

Advise the liquidator of Albion Ltd.

### Question 2

Marcus bought a new build property in March 2005 with his title to the property being registered in the Land Register that same month. He has resided in the property, with his family, since that time. The property is subject to a number of community burdens, detailed in a deed of conditions registered before the properties in the new-build estate were sold off. The deed of conditions contains (*inter alia*) the following provisions:

"The burdens listed below are imposed on the Development as community burdens and are enforceable by the Proprietor of each Unit, each Unit being a benefited property in respect of the burdens. The community shall be all the Units in the development... Each Unit is to be used exclusively as a domestic residence, with no commercial or industrial activities to be conducted within the boundaries of any Unit...No proprietor shall lease their property to anyone without first obtaining approval from a qualified majority of more than 66% of all other

proprietors within the Development... All of the Burdened Units shall contribute to a common fund for the maintenance of common areas and greenspace in the development, the costs of which shall be £500 payable by the owner of each Unit within the Development..."

Following a recent change in employment, Marcus and his wife have both shifted to work permanently from home. To facilitate this, Marcus has converted the small shed at the rear of his property into a permanent office. His next door neighbour, Tully, does not like this and draws Marcus's attention to the fact that he is expected to use his property only as a domestic residence and that he shouldn't be using the property for commercial purposes. Tully is also annoyed with his other next door neighbour, Virginia, and having found out that she is not the owner of the property but merely a tenant leasing her home from Rolf, who did not get approval from any of the other proprietors to let out his property, now wants to take action against her and Rolf to enforce the community burden. While he is on his neighbourly crusade, Tully realises that the contributions payable to the common maintenance fund have not increased in line with inflation, indeed that they haven't increased at all since 2005, and to ensure that the common areas and greenspace continue to be upkept to the requisite standard he wishes to increase the expected financial contributions of all proprietors in the development.

Advise Tully.

### Question 3

Agatha recently bought a property identified as Flat 4, 14 Mombasa Road, Glasgow. She purchased this property from a woman named Harriet, whose solicitors delivered the disposition to Agatha's law agents on the 24th of September 2024. Agatha's own solicitors registered her title on the 25th of September, but shortly after registering her title Agatha was contacted by a man named Fred. Fred claims that he is actually the owner of Flat 4. It transpires that Harriet had bought Flat 4 from someone who had been purporting to be Fred in 2021, but who was in fact an identity thief. The real Fred had been working overseas for the past 10 years and has only just now returned to Scotland. Fred had purchased Flat 4 in 2012, with the transfer of the property to him triggering the first registration of the flat in the Land Register of Scotland. He lived in the property for three years, but after getting the job abroad decided to rent out the property via an agency (Miller and Partners). Despite the name of the agency, Miller and Partners was not a partnership, but an organisation that consisted of the elderly Mr. Miller only. While Mr. Miller did arrange to lease the flat to a man named Joe, who lived in the property for a number of years following Fred's departure from the country, Mr Miller unfortunately passed away soon after Joe moved into the property. Mr. Miller's business was taken over by his nephew, Gavin, who did not actually know any of the erstwhile Mr. Miller's clients. Thus, when a man purporting to be Fred approached Gavin and told him of his intention to sell the property, Gavin took this individual at his word. Thus, Gavin facilitated

the sale of Flat 4 to Harriet in 2021. It seems clear now that Harriet, Gavin and Fred were all 'scammed' by this unscrupulous identity thief, who has since disappeared without any trace. The disposition from the false Fred to Harriet was registered by the Keeper and in turn the disposition from Harriet to Agatha was registered; nonetheless, the real Fred now wishes to challenge the registration. Advise Fred and comment on any remedies that he and any other named party may have.

**END OF PAPER**