

# Legal Profession Admission Board

September 2009

## Conveyancing

### Examiner's Comments

72 examination scripts were received of which:-

1. 44 achieved a mark of 75-100 (Pass with Distinction) (61%);
2. 18 achieved a mark of 65-74 (Pass with Merit) (25%);
3. 9 achieved a mark of 55-64 (Pass) (12.5%); and
4. 1 received a mark below 50 (Fail) (1.5%).

#### Question 1

Unpopular choice and, generally, poorly answered with little reference to or discussion of:-

- (i) the effect of the provision in view of “.. clearly described..” as required by clause 1, Schedule 2 Regulation (satisfied only by inclusion of a survey?);
- (ii) the prescribed warranty under clause 1(b) Part 2, Schedule , and clause 19 (circumstances in which a purchaser can rescind) of the Regulation: *Micos v Diamond*, and *Drummoyne MC v Beard*, clauses 7 & 8 Contract for Sale (if Anthony wished to proceed).
- (iii) The provision would be deemed a penalty and thereby unenforceable (*Luong v Sovereign*)

#### Question 2

(a) & (b) well answered.

#### Question 3

(a) & (b) well answered.

#### Question 4

- (a) although relevant authorities (*Kyriacou v Rockdale CC* and *Grace v Thomas St Café*) were discussed, the question “what needs to be done.. to confidently bid at the auction” was seldom specifically addressed.
- (b) Well answered.

## **Question 5**

(a) & (b) well answered.

## **General Comments**

Only one student received a mark below 50.

The standard was exceptionally high, as reflected in the marks and grades.

Students who achieved marks 75 to 100 correctly identified key issues as well as the relevant law.

Presentation, legibility, spelling, and length of answers, in some cases, were disappointing.

Identifying questions/parts of questions still not being addressed by a few.

Some students continue to ignore answering the question, or digress by introducing irrelevant material, neither of which is conducive to improving marks.

Edward Loong  
25 September 2009