

**PCLL Conversion Examination  
June 2025 Examiner's Comments  
Hong Kong Land Law**

The PCLL Conversion Examination Hong Kong Land Law was conducted in June 2025. This is an open book examination in which candidates must answer two out of three questions.

**Overall Comments**

Candidates chose to answer the questions quite evenly. Overall, the papers were good, and some were excellent. However, there were a number of very weak papers. These weaker answers showed that the candidates had not prepared well - some did not identify the particularities of Hong Kong law, and some did not answer parts of the questions at all. In other cases, the answers did not address the question.

**Question Specific Comments**

**Question 1** was a question on co-ownership and the issues that may arise on a joint tenancy and tenancy in common. Candidates that attempted this question generally did quite well with some excellent answers. Most identified that the flat was purchased as a joint tenancy, and considered subsequent events and their effect on this tenancy, if any. The issues with wills and survivorship were well considered. In the final part, most identified the commorientes rule and thus what further information would be required to advise.

**Question 2** was in three parts.

**Part (a)** was a question about the legal relation of parties to a deed of mutual covenant (DMC). Most candidates who attempted this part answered well, noting the rights and obligations of each party to the DMC.

**Part (b)** required candidates to explain the doctrine of part performance and provide examples of acts which have been accepted as constituting part performance. Again, most candidates attempting this part did quite well with some excellent answers. Weaker answers did not provide case authorities to support their explanation and failed to identify authorities for the acts they cited as having been accepted as constituting part performance.

**Part (c)** required candidates to consider the possible effect of the Extension of Government Leases Ordinance (Cap. 648) on the running of time for adverse possession at the end of leases in the New Territories in 2047. There were some very good answers here, with candidates noting similarities with the wording of the statute and the wording of the New Territories Leases (Extension) Ordinance (Cap 150). These candidates usually concluded that it was likely there would be a similar interpretation of the recent statute and thus it would be interpreted that the lease had continued and so any time for limitation purposes would also continue to run.

**Question 3** was also in three parts.

**Part (a)** required candidates to explain the term conditions of exchange and identify the nature of the interest that arose under a purchase of property.

**Part (b)** required candidates to explain the effect of restrictive terms in leases. The general principles had to be explained and then better answers identified that these conditions might not always bind successor in title, especially as they might, in the circumstances become spent, or be considered to be ineffective under the doctrines of waiver or estoppel.

**Part (c)** required candidates to explain the effect of restrictive covenants in Block Government leases, and the interpretation of them by the courts. Better answers noted the approaches in *Watford Construction Co. v Secretary for the New Territories* [1978] HKLR 410, *AG v Melhado Investments Ltd* [1983] HKLR 327 and *Winfat Enterprises (HK) Co. Ltd. v Attorney General* [1983] HKLR 211.