



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

Unit 9 – Land Law

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.
- There are **two** sections in this question paper — Section A and Section B. Each section has four questions.
- You must answer **four** of the eight questions — at least **one** question must be from **Section A** and at least **one** question must be from **Section B**.
- 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 make notes on your scrap paper during the examination.
- A basic calculator is provided should you require the use of one.
- You can use your own unmarked copy of the following designated statute book – ***Blackstone’s Statutes on Property Law, 31st edition, Meryl Thomas, Oxford University Press, 2023.***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

SECTION A

Answer at least one question from this section.

1. Critically analyse the ongoing effort of the courts to establish clear principles dictating the requirements for a successful claim for proprietary estoppel.

(25 marks)

 2. Critically assess the value of the doctrine of prescription in relation to easements.

(25 marks)

 3. Critically analyse the extent to which the freehold owner of land is subject to, or able to enforce, a freehold covenant imposed by a previous owner.

(25 marks)

 4. Critically assess the way in which the law distinguishes between:
 - (a) a lease and a licence;

(17 marks)

 - (b) legal and equitable leases.

(8 marks)
- (Total: 25 marks)**

SECTION B

Answer at least one question from this section.

Question 1

Aaron and Bina are a married couple who purchased their home, 5 The Crescent, in 2021. They paid £320,000 for the property. Aaron and Bina had £40,000 of their own savings to put towards the property and they sought a mortgage for the remainder. Because Aaron and Bina both run their own businesses and have quite unpredictable incomes, they could not find a lender willing to advance the full £280,000 required. They were able to obtain a 20-year mortgage of £220,000 from Chest Coins Plc (CCP) at an interest rate of 6%. For the remaining £60,000, Aaron and Bina found it difficult to find a lender willing to advance the money, given the existence of the CCP mortgage, at a similar interest rate. Eventually, they agreed a 30-year £60,000 mortgage at 7% interest rate from Debbie's Debt Management (DDM) but DDM insisted on a term allowing early redemption of the mortgage only "within the last six months of the full 30-year term".

The DDM mortgage was created in a written contract and was noted on the register by way of a notice on 27 February 2021. The CCP mortgage was created as a legal charge by way of a deed and registered on 4 March 2021.

In the last few months, Aaron's business has failed and he is having severe financial difficulties. Aaron and Bina have been unable to pay the last four months of instalments of either mortgage. Bina has been in preliminary discussions with a large corporation, which is interested in buying her business for £2 million, but even if these negotiations are successful, it is likely Bina would not receive any money until 2026 at the earliest.

The property is currently valued at £260,000. CCP have indicated that they are considering taking action to force the sale of the house.

Advise Aaron and Bina as to whether:

(a) CCP is likely to be successful in taking possession of the house and forcing its sale;

(13 marks)

(b) if an order for sale is made, to whom the proceeds will be paid;

(6 marks)

(c) if an order for sale is not made and Bina successfully sells her business, whether she and Aaron can pay off both mortgages early.

(6 marks)

(Total: 25 marks)

Turn over

Question 2

Gary and his husband, Hu, originally lived together in rented accommodation. In 2021, Gary and Hu agreed to buy a larger property, Manor Drive, with Isla and Jamie, Gary's parents. Gary, Hu, Isla and Jamie are all named as registered proprietors in the register of title at HM Land Registry.

Manor Drive was purchased for £600,000. Hu paid £300,000 directly towards the purchase. Isla and Jamie paid £100,000 towards the purchase. The remaining £200,000 was secured by a mortgage in the names of all four owners.

The mortgage and all other outgoings in relation to the property are paid out of Gary and Hu's joint bank account. This amounts to around £2,000 per month. Isla and Jamie each pay £250 per month into this account.

In March 2023, Isla died after a short illness. Isla's will leaves all of her property to Jamie.

In January 2024, Gary and Hu agreed to separate. During a conversation between them, they agreed that Hu would look to sell 'his share' of the property to Jamie. However, Hu and Jamie were unable to agree a price.

Last month, Gary died in a car accident. Under his Will, Gary's interest in Manor Drive passes to his brother, Kevin.

Hu has indicated that he wishes to buy the co-ownership interests of Jamie and Kevin to become the sole owner of Manor Drive. During the course of negotiations, the parties have disagreed about the size of Hu's existing share of the property.

Advise Hu as to the size of his share.

(25 marks)

Question 3

Until recently, Silvyia owned Rosebush Cottage, a small residential property in the countryside near Kempston.

Last year, while gardening, Silvyia lost her gold wedding ring in the garden of the cottage. In November 2024, Silvyia sold Rosebush Cottage to Trent. No Fittings and Contents Form was completed as part of the sale. Almost as soon as the sale was completed, Silvyia died suddenly. Under her Will, all of her property passes to her daughter, Una.

Last week, Vivek, a gardener Trent had paid to mow the lawn at the cottage, found the wedding ring. Vivek wants to keep the ring but Trent has claimed it belongs to him as the owner of the cottage.

Una has recently contacted Trent, demanding that he gives her the wedding ring as well as a number of items that had been left in the property by Silvyia. These are:

- a large 17th-century painting screwed to the wall in the bedroom of the cottage. The bedroom is decorated in a 17th-century style.
- the freestanding fridge-freezer in the kitchen.
- a vintage horse-drawn caravan in the garden, used as a decorative feature. Trent believes the caravan is fragile and would likely fall to pieces were it to be moved.

Trent refuses to return any of these items. Trent is now living at Rosebush Cottage and is annoyed by the behaviour of his neighbour, Walter. Walter is a keen drone enthusiast and often flies his drone in the local area, including across the garden. Trent feels that this is intrusive. When Trent visited Walter to complain, Walter was very friendly and gave Trent a tour of his house, which he has significantly renovated. During the tour, Walter showed Trent an underground home cinema room. Trent realised that while the home cinema room is predominantly beneath Walter's property, the end of the room extends into the land owned by Trent. Walter has also continued to fly his drone above Trent's garden.

Advise Trent as to whether:

(a) he can keep the wedding ring found by Vivek;

(5 marks)

(b) he will need to return any of the other items demanded by Una;

(12 marks)

(c) he has any claim(s) in trespass against Walter.

(8 marks)

(Total: 25 marks)

Turn over

Question 4

Vish is a property developer who specialises in buying undeveloped land at low prices and then obtaining planning permission for residential development.

In 1989, Vish, then at the beginning of his career in development, bought a piece of land known as 'Fallow Field'; the land was not registered. In 2010, Vish applied for planning permission to build three houses on the land, which was granted.

In 2012, Wendy, a showjumper who lived nearby, began to use the field to exercise her horses. After no one objected to her use of the field, in January 2013 Wendy erected a number of jumps in the field for the horses to jump over. After some horse-riding equipment left in the field was stolen in October 2013, Wendy repaired the fencing around the field and secured the gate with a new padlock. She also erected a small storage shed. Wendy has been using the field at least weekly since 2012.

In December 2013, Vish bought 'Willow Copse', a small piece of woodland; the land is registered. Over the next two years, Vish cut down the trees on the land. He stored the trees on a patch of bare ground next to the copse, which he thought was part of the land. In 2016, Vish built two houses on the land. The garden of 'The Larches', one of the houses, included the piece of land where Vish had stored the wood. Vish sold The Larches to Xiao-Wei later that year.

In March 2019, Vish visited Fallow Field to decide whether to start building houses there. He decided not to as there was already a large building site nearby. Vish noticed the fence and directed his solicitor to write a letter to Wendy requiring her to remove it. The solicitor did so but Wendy ignored the letter and Vish forgot to pursue the matter.

It is now January 2025. Vish wants to build on Fallow Field but Wendy claims she now has a right to the land. Vish states that he allowed Wendy to use the land only temporarily because he was waiting to develop it. The owner of the neighbouring property to The Larches, Yasmin, has found an old set of deeds that suggest the land comprising the garden of The Larches is actually part of Yasmin's land.

Advise the parties as to any claims in adverse possession.

(25 marks)

End of the examination