



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

Unit 21 – Probate Practice

Case study materials

January 2026

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are allowed to take your own unmarked copy of the following designated statute book into the examination – ***Blackstone's Statutes on Property Law 2025-26 33rd edition, Meryl Thomas, Oxford University Press, 2025***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

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ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer, and you work in the Private Client Department of Kempstons, 14 East Street, Bedford, MK42 7CD (DX: BD345987).

Your supervising Chartered Legal Executive and head of department is Marcus Wu. You arrive at work to find Documents 1 to 7 awaiting your attention. You receive Document 8 five days later.

DOCUMENT 1: Email from Marcus Wu re: Andrew Abbott deceased

DOCUMENT 2: Statement of Assets and Liabilities of Andrew Abbott

DOCUMENT 3: Email from Marcus Wu re: Fyodor Flak deceased

DOCUMENT 4: Copy of Will of Fyodor Flak

DOCUMENT 5: Email from Marcus Wu re: James Jones deceased

DOCUMENT 6: Will of James Jones deceased

DOCUMENT 7: Statement of Assets and Liabilities of James Jones

DOCUMENT 8: Statement of Capital and Income of Lena Jones

EMAIL FROM MARCUS WU RE: ANDREW ABBOTT DECEASED

From: Marcus Wu (Marcus.wu@kempstons.co.uk)

To: Trainee Lawyer

Date: (Yesterday's date)

Subject: Andrew Abbott deceased

Andrew died on 15 December 2025, aged 85. He had suffered a massive stroke. He lived at Midshaw Cottage, Midshaw, Bedford.

Andrew suffered an earlier stroke in July 2014, after which his mobility was restricted and he became somewhat of a recluse. I last met him on 16 September 2018 when he made a new Will appointing Kempstons as his executors. This Will revoked all former Wills and Codicils, including all foreign Wills.

Andrew's son, David, informed me of Andrew's death last week and I have retrieved his 2018 Will from the strongroom, together with a report from his doctor dated 11 September 2018 confirming his mental capacity to make a Will and deal with his financial affairs. David confirmed that Andrew had continued dealing with all his own financial affairs until his death. Document 2 contains a statement of Andrew's Assets and Liabilities.

Andrew is survived by his daughter, Cleo Chambers, aged 58, and his son, David Abbott, aged 55. Andrew's wife, Barbara, died suddenly in 1985. Andrew had no further children. Andrew inherited all of Barbara's estate.

Andrew's Will was made with the full knowledge and agreement of Cleo and David to whom he had made substantial gifts during his lifetime. After tax-free legacies of £325,000 to Cleo, £325,000 to David and subject to the payment of his debts, funeral and testamentary expenses, he left the residue of his estate to be divided equally between his two favourite charities, The National Trust for Places of Historic Interest or Natural Beauty and The Royal Society for the Protection of Birds.

The first lifetime gift was made to Cleo on her marriage in September 1997. Andrew owned a small chateau with an old vineyard just outside Lyon in France. The transfer of the chateau and land into Cleo's name was completed by French lawyers on 29 September 1997. Since that time, Cleo and her husband have lived in the chateau and developed the vineyard. They now run a very successful winery and restaurant there. At the time of the transfer, the chateau with its land was valued at £350,000. Andrew continued to divide his time between Midshaw and the chateau, where he always stayed in his old room, until he was no longer able to travel there following his stroke in 2014. Andrew estimated that the chateau was worth around £600,000 in 2014 and is probably worth around £1,000,000 now.

The second lifetime gift of Midshaw Manor, Andrew's house in England, was made to David in November 2014 following Andrew's initial stroke. Midshaw Manor with its 200-acre farm has been owned by the Abbott family for over six generations. Andrew's father, Edwin, had transferred it to Andrew in 1985 and Edwin moved into Midshaw Cottage where he lived until he died in 1995. Edwin left Midshaw Cottage to David in his Will and David moved into Midshaw Cottage once Edwin's estate had been finalised.

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CASE STUDY MATERIALS

In November 2014, Midshaw Manor and land was valued at £1,500,000 when it was transferred to David. David had moved into the Manor to look after Andrew when he came out of hospital in August 2014 following his stroke. David then employed architects to prepare plans to extend Midshaw Cottage, making it wheelchair friendly. The work was completed in July 2017 and Andrew moved into Midshaw Cottage at the beginning of August 2017. David paid for all the expenses involved in the renovation of Midshaw Cottage, which cost £85,000 in total, and Andrew paid a market rent to David of £1,000 a month.

David has estimated that Midshaw Manor and farm was worth £1,800,000 in August 2017 and is now worth £2,600,000.

I shall want you to deal with the administration of Andrew's estate under my supervision.

STATEMENT OF ASSETS AND LIABILITIES OF ANDREW ABBOTT

Assets	£
Bedford Bank Current Account	6,245.00
Bedford Bank Savings Account	100,000.00
Credit Agricole, Lyon, Savings Account (Value at date of death in sterling converted from euros)	78,000.00
Portfolio of UK stocks and shares (Valuation at date of death)	976,000.00
Furniture and other personal effects in UK (Probate valuation)	56,750.00
	<u>£1,216,995.00</u>
Less Liabilities	
Midshaw Funeral Directors	7,500.00
Joint gas and electricity bills for Midshaw Cottage to date of death	675.00
Water to date of death	67.00
Council tax for Midshaw Cottage	100.00
Outstanding rent on Midshaw cottage	1,000.00
Bedfordshire Tailors	653.00
	<u>£ 9,995.00</u>
<u>Net Assets</u>	<u>£1,207,000.00</u>

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EMAIL FROM MARCUS WU RE: FYODOR FLAK DECEASED

From: Marcus Wu (Marcus.wu@kempstons.co.uk)

To: Trainee Lawyer

Date: (Yesterday's date)

Subject: Fyodor Flak deceased

I met with Holly Harris yesterday, when she informed me that her partner Fyodor Flak died on 12 December 2025 in a road traffic accident aged 40 years. Amongst the paperwork Holly handed to me was a copy of Fyodor's Will dated 14 July 2018 (**Document 4**). I have retrieved the original Will from our strongroom.

Holly explained that Fyodor had previously been married: he had married Galina (now his ex-wife) at Croydon Registry Office in June 2015. They moved to Bedford in 2018 and Kempstons had acted on their purchase of 6 Heron Drive, Bedford in June 2018, just before Fyodor and Galina made their Wills.

Fyodor and Galina lived together at 6 Heron Drive until July 2025, when Fyodor moved into Holly's rented flat at 25 Hawthorn Drive, Bedford. Holly and Fyodor had been in a relationship for five months before that and Holly is now six months pregnant with his child.

I have retrieved the file for the purchase of 6 Heron Drive from storage and can see that Fyodor and Galina bought it as beneficial joint tenants with a £97,000 mortgage from the Bedford Building Society. They also had a joint life assurance policy to pay off the mortgage in the event of either dying before the mortgage had been repaid.

According to Holly, neither Fyodor nor Galina had any children. He and Galina did not want to spend any money on lawyers and they were able to deal with divorce proceedings themselves. Galina obtained a decree absolute dissolving the marriage on 12 September 2025. Both Fyodor and Galina worked full time as nurses at Bedford Hospital, earning similar amounts. They had put 6 Heron Drive up for sale, for £265,000, with Bedford Estate Agents in late August 2025 and had agreed to split the net equity from the sale equally between them. As far as Holly knew, there had been a few potential purchasers who had viewed the property but no offers had been made for it. In the meantime, Fyodor had been continuing to pay half of the mortgage with Galina paying the other half.

Fyodor had also been helping Holly financially by paying the energy and water bills for her flat. They had planned to buy a new house together using Fyodor's share of the sale proceeds of 6 Heron Drive as a deposit. Holly is worried about how she will be able to manage on her own once her and Fyodor's baby is born at the end of March. Holly knows that Fyodor had a bank account with the Bedford Bank but she does not have any details about any other assets apart from his 2022 Ford Puma car.

I should like you to assist me with the administration of Fyodor's estate.

COPY OF WILL OF FYODOR FLAK

This is the last Will and testament of me Fyodor Flak of 6 Heron Drive, Bedford, Bedfordshire

1. I revoke all former Wills and Codicils
2. I appoint my wife Galina Flak of 6 Heron Drive, Bedford, Bedfordshire and the partners at the date of my death in Kempstons, Solicitors of 14 East Street, Bedford, Bedfordshire to be the executors and trustees ("my Trustees") of this my Will and I express the wish that only two of the partners shall prove my Will and act initially in its trusts
3. Subject to the payment of my debts funeral and testamentary expenses I give all my estate to my wife Galina Flak absolutely
4. If my wife Galina Flak shall fail to survive me or the gift to her shall fail for any other reason I give all my estate to my Trustees on trust to pay my debts funeral and testamentary expenses
5. Subject to clause 4 above my Trustees shall hold the residue of my estate for my sister Irina Flak of 82 High Street, Croydon, London Borough of Croydon absolutely
6. Any of my Trustees who shall be engaged in any profession or business shall be entitled to charge and be paid all usual and professional fees for work or business done or time spent by them in connection with the administration of my estate

Dated this 14th day of July 2018

Signed by the testator)

in our joint presence)

Fyodor Flak

and then by us in his)

Bernie Brown

Trainee lawyer

Kempstons Solicitors

14 East Street

Bedford

Brenda Burgess

Trainee lawyer

Kempstons Solicitors

14 East Street

Bedford

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EMAIL FROM MARCUS WU RE: JAMES JONES DECEASED

From: Marcus Wu (Marcus.wu@kempstons.co.uk)

To: Trainee Lawyer

Date: (Yesterday's date)

Subject: James Jones deceased and Lena Jones

I received a telephone call today from Lena Jones who informed me that both of her sons were involved in a car accident on New Year's Eve. Her eldest son, James, died on 1 January 2026 and her other son, Keith, died the following day.

We acted for James when he made his Will in September 2014 and I have got his Will out of storage (**Document 6**).

James was unmarried and had never had a partner or any children. Lena was divorced from his father, Owen, in 1995. Owen paid child maintenance to Lena for James and Keith until they reached 18 but he died of cancer just after Keith's 18th birthday in 2003.

Kempstons also acted for James on his purchase of Flat 2a, The Circle, Bedford, with the aid of an interest-only mortgage from the Bedford Building Society. From what I can remember, he had a term life assurance policy to pay off the mortgage in the event of his death, which was assigned to the Building Society. James was able to use the money he inherited from his father as a deposit on the property.

Keith lived with his wife, Marie, and their two children, Nathan, who is 18 years old and Paula, who is 16 years old. Lena told me that Marie will be dealing with Keith's estate herself and that he had left a Will leaving everything to her.

Lena was understandably very upset over the deaths of both of her children but took comfort in the fact that she has a good relationship with Marie and her grandchildren.

I have made an appointment for Lena to come in and see you tomorrow, she said that Marie would accompany her. She is also dropping in a statement setting out James' assets and liabilities so that you can consider them before you meet her (**Document 7**).

I got the impression that Lena does not really want to deal with James' estate and that she is not interested in taking any benefit from his estate for herself as she told me she already had assets, which would probably mean Inheritance Tax would be payable on her estate. She said that the property she bought in 1995 for £52,500 after her divorce from Owen, had increased in value enormously, even though it was only a modest two-bedroomed terraced house.

Lena commented that Marie would be well off financially after Keith's death and Lena would like to benefit Nathan and Paula during her lifetime.

I would like you to deal with the administration of James' estate under my supervision and to consider what advice Lena might need. I did tell her that Kempstons would need full details of her finances before we could give her any further advice.

WILL OF JAMES JONES DECEASED

This is the last Will and testament of me James Jones of Flat 2a, The Circle, Bedford, Bedfordshire

1. I revoke all former Wills and Codicils
2. I appoint my mother Lena Jones of 42 River Road, Cambridge, Cambridgeshire and my brother Keith Jones of 34 Harrier Drive, Bedford, Bedfordshire to be the executors and trustees of this my Will
3. I give any motor vehicle or vehicles registered in my name at the date of my death to my said brother Keith Jones absolutely
4. I give the sum of £5,000-00 to my nephew Nathan Jones of 34 Harrier Drive, Cambridge absolutely
5. I give the sum of £5,000-00 to my niece Paula Jones of 34 Harrier Drive, Cambridge absolutely
6. Subject to the payment of my debts, funeral and testamentary expenses I give the residue of my estate to my said mother Lena Jones absolutely provided that if she should predecease me then to my said brother Keith Jones absolutely

Dated this 11th day of September 2014

Signed by the testator)

in our joint presence) *James Jones*

and then by us in his)

Brenda Boyer
Flat 2b The Circle
Bedford

Bradley Boyer
Flat 2b The Circle
Bedford

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STATEMENT OF ASSETS AND LIABILITIES OF JAMES JONES

Assets	£
Leasehold Flat 2a The Circle, Bedford	180,000.00
Global Life Term life assurance policy assigned to Bedford Building Society	65,000.00
Ford Puma car	14,000.00
Personal effects, estimated value	2,500.00
Bedford Bank current account	652.00
Bedford Bank savings account	4,000.00
Abacus Manufacturing Co Ltd Salary arrears to date of death	<u>1,400.00</u> <u>£267,552.00</u>
Less liabilities	
Funeral account	6,500.00
Mortgage with Bedford Building Society	65,000.00
Black Stallion Motor Finance Loan For purchase of Ford Puma car	9,500.00
Utility bills for Flat 2a	452.00
Council tax for Flat 2a	<u>120.00</u> <u>£81,572.00</u>

DOCUMENT 8

STATEMENT OF CAPITAL AND INCOME OF LENA JONES

Capital	£
Freehold of 42 River Road, Cambridge	455,000.00
Cambridge Bank savings account	75,000.00
2024 Nissan Leaf car	15,500.00
Jewellery	<u>900.00</u>
	<u>£546,400.00</u>

Monthly Income

State pension	997.75
LGPS pension	<u>452.25</u>
	<u>£ 1,450.00</u>

End of the case study materials