

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 2026

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, 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.

Turn over

SECTION A

Answer at least one question from this section.

1. Critically assess the statement that "the law relating to resulting and constructive trusts of land is unclear, inconsistent and unfair".
(25 marks)

2. Critically analyse how the courts will determine whether an agreement is a lease or a licence, and the effect of that distinction.
(25 marks)

3. Critically evaluate how well the law of mortgages balances the rights of the mortgagee and protection of the mortgagor.
(25 marks)

4. Critically analyse how true it is to say that:
 - a) in the absence of a fixtures and fittings form, a seller of land is entitled to remove all of the furnishings and chattels that are at the property immediately prior to completion;
(13 marks)

 - b) the finder of an object will always be legally entitled to keep it.
(12 marks)

(Total: 25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Arran was the owner of Goose Farm, a large piece of agricultural land. The farm bordered the main road to the south and a reservoir to the north. The farm was registered as a single freehold but in practice is made up of a large field to the west ('West Field'), another field with a 19th-century barn to the east ('Barn Field') and a farmhouse in the centre accessed via a driveway from the road.

In 2006, Arran sold 'Barn Field' as a separate title to Beryl. When Beryl took possession, she noticed that Liam, a friend of Arran's who owned the nearby farm 'Heron Farm', had stored farming equipment on the upper floor of the barn. Beryl did not complain about the equipment because she used the barn to store her own vintage tractor collection and made no use of the upper floor. Over the next 20 years, Liam stored a range of his belongings in the upper floor of the barn.

In 2013, Arran rented West Field to Chikuk. Chikuk used the field to exercise her horses. Chikuk was able to bring her horses onto the land across a public bridleway.

In 2018, Chikuk asked Arran for permission to use the driveway to access the field via car. Arran said, "We won't do anything formal but as long as you're renting you can use the driveway to access West Field."

In 2023, Arran sold West Field to Daria. Once Chikuk's lease expired, Daria began using the field for her business, teaching children to ride horses. Daria's customers regularly use the driveway to access West Field by car.

In 2025, Beryl fell out with Liam and told him, "You can no longer store things in my barn".

Daria took Beryl's side in the dispute and in response Arran, who took Liam's side, erected locked gates across the driveway. This means that Daria's customers cannot access West Field in a vehicle, which has led to a considerable loss of business for Daria.

Advise the parties as to any easements that may exist over the land.

(25 marks)

Question 2

Erika is the daughter of Frank and Geraldine. Erika grew up on Hambury Farm, property which has been owned by Geraldine's family for a number of generations. Geraldine inherited the farm on her father's death in 1992 and the land has not been registered.

Erika has two brothers, Ian and John. From an early age, Ian and John were talented rugby players and they both pursued a career playing professional rugby. Ian has since become a very successful professional player, while John suffered a serious injury as a teenager and now works as a teacher in a local school.

Because Ian and John showed no interest in farming, Frank and Geraldine encouraged Erika to assist with the farm from an early age. Often Frank would tell Erika, "One day this will all be yours." Geraldine often talked about being pleased that "The farm will stay in our family after I'm gone". Erika began helping out on the farm as a teenager and went on to study agriculture at university. After obtaining her degree in 2011, Erika returned to live and work full time at Hambury Farm.

In 2014, Frank died. One evening shortly after Frank's death, Geraldine, who always refused to discuss her own death or making a will, silently handed Erika a file which contained all the important legal documents relating to the farm, including the title deeds.

In 2019, Erika married her boyfriend, Kyren. Kyren suggested that he and Erika move into his large house in Wales but Geraldine told Erika, "if you move away that's the end of Hambury Farm". Kyren and Erika decided instead to live together at Hambury Farm.

Earlier this year, Erika found out that Frank was not her biological father, something that Geraldine had concealed from her. They have fallen out irrevocably. After a huge argument one night, Erika and Kyren moved out and Erika resigned from her job at the farm.

Geraldine has now made a will, leaving all of her property to Ian and John in equal shares, and leaving nothing to Erika.

When Erika complained to John, he told her, "Ian might earn millions but you've earned twice as much as me in your job at the farm, never mind living rent free all your life. Tough luck!"

Advise Erika as to any potential claim in proprietary estoppel.

(25 marks)

Question 3

In September 2014, Sadia bought a piece of land known as 'Yewtree Fields'. Sadia is a football coach and immediately applied for planning permission to build a clubhouse and a number of "4G five a side pitches" on the site. Yewtree Fields is registered land as is the land adjacent to it.

In December 2015, Sadia was told by friends that local children were accessing the site and one child had injured herself while playing with building equipment. Sadia immediately erected fences at the site along the edges of the plot as shown on the boundary plan, using temporary fencing. She installed a gate with a large sign warning of security guards but, in fact, did not employ security guards and always left the gate unlocked to make her own access to the site easier.

In June 2016, Sadia began work to install the clubhouse and football pitches on the site, at a total cost of £100,000.

In December 2016, after two break-ins to the clubhouse during which football equipment and trophies were stolen, Sadia repaired the fencing around the site and installed a double-locked gate.

In August 2024, Sadia received a phone call from a woman who identified herself as "Zara, Troy's daughter". Zara told Sadia to "get off our land" and that she would be "taking steps". Zara hung up before Sadia was able to ask her what the call related to.

In November 2025, Zara arrived at the land while Sadia was coaching a junior football training session. Zara told Sadia "This is our land and you have to leave". Keen to avoid a confrontation, Sadia replied "I understand why you're upset. If I have to leave, I will do that but I need to speak to my solicitor."

Last week, Sadia received a letter from her solicitor, who she had asked to investigate the issue. The letter informed Sadia that the boundary plan she had been given when she purchased the land was inaccurate. In fact, around a quarter of the site she had fenced off was not actually part of the title she had bought, but belonged to the neighbouring farmer, Troy. Her solicitor has informed her that Troy has begun proceedings to evict her from the land.

Advise Sadia as to any potential adverse possession.

(25 marks)

Question 4

Ugo is a property developer who purchased a large piece of land on the outskirts of a village in 2017. Ugo divided the land into four plots, all of which were accessed by a private road, 'The Gables', built by Ugo. Ugo built a house on each plot, retained one plot for himself (1, The Gables) and sold the other three plots (2, 3 and 4) in 2019.

In all three conveyances, Ugo included the following covenants:

- A. The freehold owner of the property hereby covenants to keep the land to the rear of their property (the 'back garden') as a clear open space.
- B. The freehold owner, being the owner of a plot of land served by the private road 'The Gables', must on January 1st each year pay an annual maintenance fee of £2,000 towards upkeep of the road.
- C. The freehold owner of the property must take Ugo out for a gourmet meal once a year, upon the occasion of his birthday.

All of these covenants were correctly registered against each plot of land.

Plot 2 was bought from Ugo by Violet. Violet then sold the plot to Willa in 2021. Plot 3 was bought by Xi, who in 2024 sold the land to Yasmin.

Last year, Willa erected a studio in her back garden where she teaches Pilates. Yasmin was furious about the building, because she says it "ruins her view". When the other homeowners did not agree to join Yasmin in bringing legal action against Willa, Yasmin refused to pay the 2026 maintenance fee for upkeep of the road.

Plot 4 was bought by Zimran, who still lives there. This year, both Yasmin and Zimran refused to take Ugo for a birthday meal.

Advise:

(a) Yasmin whether she can enforce Covenant A against Willa;

(9 marks)

(b) Willa whether she can enforce Covenant B against Yasmin;

(9 marks)

(c) Ugo whether he can enforce Covenant C against Yasmin and/or Zimran.

(7 marks)

(Total: 25 marks)

End of the examination