



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

June 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, in relation to mortgages:
 - (a) the protection the law gives to the mortgagor;
(14 marks)
 - (b) the remedies available to the mortgagee in case of default.
(11 marks)**(Total: 25 marks)**

2. Critically evaluate the legal principles relating to:
 - (a) when a constructive trust arises ('qualification');
(13 marks)
 - (b) if such a trust does arise, determining the shares of the respective parties in the property ('quantification').
(12 marks)**(Total: 25 marks)**

3. Critically evaluate how true it is to say that a purchaser of freehold land will always take free of any third party interests affecting the land.
(25 marks)

4. Critically analyse the balance struck between the rights and obligations of trustees and the rights and obligations of beneficiaries under the Trusts of Land and Appointment of Trustees Act 1996 (TLATA 1996).
(25 marks)

SECTION B

Answer at least one question from this section.

Question 1

In 2020, Alice's marriage to her husband, Ben, broke down. Alice and Ben agreed that Alice would move out of their jointly-owned family home. Alice's close friend, Clara, who lived alone, invited Alice to stay with her at her property, Rosebud Cottage, "until you are on your feet again". Clara was the freehold owner of Rosebud Cottage. When Alice offered to pay Clara rent, Clara told Alice there was no need to do this because "We're best friends, what's mine is yours, don't you know that?"

In 2022, Alice, who is a landscape gardener, spent £6,000 of her own money renovating Clara's garden, to thank her for allowing her to live at the property rent free.

In early 2023, Clara revealed to Alice that she had been diagnosed with a terminal illness. Clara told Alice: "There is no need to mess around with lawyers and Wills. I think you know that if you stay with me until the end, I will take care of you." Alice began to care for Clara, spending more and more hours doing this each week as Clara's condition worsened.

In late 2023, Clara gave Alice a sealed envelope but was too overcome by emotion to speak to Alice. Inside the envelope were the title deeds for Rosebud Cottage, as well as various papers relating to the land. When Alice asked Clara about the envelope the following day, Clara simply said "I plan to be around for a long while yet but I think that settles everything needed after I'm gone."

Aware that, Clara's health was failing. In January 2024 Alice closed her very successful landscaping business. Throughout 2024 and into 2025, Alice cared full time for Clara, until Clara's death in April 2025. Upon Clara's death, Alice assumed that she would inherit Rosebud Cottage but this has now been contested by Daniel, Clara's estranged son. Clara failed to leave a Will so Daniel would be entitled to the property under the rules of intestacy.

Advise Alice as to any rights she may have acquired in Rosebud Cottage under the doctrine of proprietary estoppel.

(25 marks)

Turn over

Question 2

In 2020, Faye inherited a number of properties after the death of her wealthy aunt, Gloria. Faye became the freehold owner of: 'The Gables', Gloria's former home; of 'Vista Villa', a seaside property on the south coast; and of two flats, Flat 5 and Flat 8. All of the properties are registered land.

In 2021, Faye agreed a five-year lease of The Gables with Harriet. It was a term of the lease that at the expiry of the lease, if Harriet requested it, Faye would grant a further lease of five years on the exact same terms. The agreement was placed into writing and this document was signed by both Harriet and Faye.

In 2022, Faye agreed to lease Vista Villa to Iain. Faye had begun a romantic relationship with a man who lived in Spain and she did not think she would make much use of Vista Villa. However, she was concerned that were the relationship to end, she would want use of Vista Villa again. Therefore, the lease to Iain was stated to "continue until such time as Faye gives notice that she requires the return of the property".

In 2023, Faye advertised Flat 5 and Flat 8 with a local lettings agency. Two people were interested in renting Flat 5, which was a two-bedroomed flat. Faye entered into separate contracts with Jimi and with Kamyar. Each contract was specified to be a "licence agreement". Jimi and Kamyar were each expected to pay £325 in rent each month. Jimi and Kamyar had not met before renting the flat and lived in separate bedrooms at Flat 5, sharing the common areas.

The lettings agency found it difficult to identify a suitable tenant for Flat 8. Faye decided that rather than leaving the flat empty, she would ask her friend Louise, who had recently been made homeless, if she would like to live in the flat. Louise agreed and moved in in early 2024. Louise, who is an artist, has occasionally given Faye a picture as a token of her appreciation for letting her stay in the flat.

Last month, Faye decided to sell all her properties and start a new life in South America.

Advise Faye on whether the buyer of each property is likely to be able to take the property with immediate vacant possession.

(25 marks)

Question 3

Naomi purchased the freehold of 22 Kempston Close in 2012. The property is registered land. It consisted of a house with a small garden situated on a newly-built housing estate.

Naomi is a very keen gardener and as soon as she purchased the property, she planted a range of exotic flowers along the back fence of the garden. This fence divides Naomi's property from the garden of another newly-built house purchased in 2012 by Obafemi.

When Naomi moved into 22 Kempston Close, she noticed that the land over the road was fenced off by Megabuild, the building firm constructing the estate. Naomi expected that more housing would be built on the land but in 2013 the firm stated the site was complete, leaving the fenced land vacant.

In June 2013, Naomi decided to plant wildflowers on the land over the road because this would improve the view from her bedroom window.

In 2015, Naomi noticed that local teenagers were accessing the land through a hole in the fence, which was not being maintained. She repaired the hole in the fence and planted a small vegetable garden on the land.

In 2016, Naomi installed a gate with a lock to make accessing the land over the road easier. That year, she also erected a garden shed at the back of her garden, in place of half of the flowerbed.

In 2020, just prior to the COVID pandemic, Naomi received a visit from an employee of Megabuild. The employee told Naomi that the land over the road belonged to Megabuild and "You should leave it alone". The employee said she would return in six months but this was during lockdown and Naomi heard no more from Megabuild.

Naomi now plans to sell her property. As part of the listing process, a survey has revealed that Megabuild incorrectly placed the fence at the rear of Naomi's garden. The fence should have been sited two metres closer to Naomi's property, so a two-metre strip at the rear of her garden is actually part of Obafemi's property.

Naomi has discovered that the land over the road is unregistered.

Advise Naomi as to whether she has or may acquire any title to:

- (a) the land over the road owned by Megabuild;

(15 marks)

- (b) the two-metre strip of land at the rear of her garden.

(10 marks)

(Total: 25 marks)

Turn over

Question 4

'Stanford Farm' is a large farm located in the countryside near Kempston. It was purchased in 2018 by Tristan. It is registered land.

When Tristan purchased the farm, he began using a large outbuilding as his home office. Tristan worked from the office every day for five years, accessing the building by walking across part of his back garden.

In 2020, after suffering financial difficulties, Tristan sold the land on which the outbuilding stood to Usman, who converted the building into a small home. It is possible to get to the main road from Usman's house via a roundabout route but since moving in Usman has always taken the much shorter route across Tristan's garden. Tristan has never complained about this.

In 2021, Tristan was approached by Viktor, who owns the farm next to Stanford Farm. Viktor told Tristan that every five years Viktor needed to bring heavy machinery across a private track on Tristan's land in order to carry out repairs to a historic building on Viktor's land. Viktor told Tristan "I've been doing this for 20 years and my father before me for another 40". Tristan allowed Viktor to use the track.

In 2022, Tristan agreed with Yasmine, who owned a car mechanic business 500 metres away from Stanford Farm, that Yasmine could park vehicles awaiting servicing in a barn on Tristan's land. Tristan also agreed that Zak, Yasmine's brother, would be granted a separate, defined parking space outside the barn. Both Yasmine and Zak entered into deeds with Tristan granting these rights as easements.

Tristan recently sold Stanford Farm to Amazing Adventures Ltd (AAL), which plans to turn the property into a corporate team-building retreat. AAL have given notice that it does not consider itself bound by any of the alleged rights over the property.

Advise AAL as to whether any of these rights will be enforceable as easements against it.

(25 marks)

End of the examination

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