



**CILEX Level 3 Certificate in Law and Practice/
CILEX Level 3 Professional Diploma in Law and Practice**

Unit 4 – Land Law

Question paper

November 2023

Time allowed: 1 hour and 45 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.
- You must answer **all** questions from Section A.
- There are three scenarios in Section B — you must choose **one** scenario and answer **all** questions relating to that scenario.
- This question paper is out of 70 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.
- You are **not** allowed access to any statute books.
- A basic calculator is provided should you require the use of one.
- 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 all questions.

1. Identify **three** advantages of registered title to land compared with unregistered title. **(3 marks)**

2. Explain:
 - (a) **one** of the legal estates under s.1 (1) Law of Property Act 1925; **(4 marks)**
 - (b) **one** of the four main legal interests under s.1 (2) Law of Property Act 1925. **(2 marks)**

(Total: 6 marks)

3. Give **one** example of an 'incorporeal hereditament'. **(1 mark)**

4. Explain the significance of a 'fixture', giving an example. Illustrate your answer with a decided case. **(3 marks)**

5. Name **one** of the three registers forming part of the Official Copies for a piece of land with registered title and state what that register contains. **(3 marks)**

6. Explain what is meant by the 'insurance principle' in relation to the land register for registered land. **(3 marks)**

7. Explain the statutory requirements for a valid contract for the sale of land, stating the statute and section number in which they are contained. **(4 marks)**

8. In relation to an easement acquired by prescription:
 - (a) identify the **three** methods by which such an easement can be claimed; **(3 marks)**
 - (b) explain the meaning of 'user as of right'. **(3 marks)**

(Total: 6 marks)

9. Explain the difference between a restrictive covenant and a positive covenant. **(2 marks)**

10. Explain how a constructive trust could arise. Illustrate your answer with a decided case. **(5 marks)**

11. Explain the main features of an endowment mortgage. **(4 marks)**

(Total for Section A: 40 marks)

SECTION B

There are three scenarios — you must choose one scenario and answer all questions relating to that scenario.

Scenario 1

Mark recently bought a house with registered freehold title. To finance the purchase, Mark obtained a small loan from the Kempston Finance Company Ltd secured by a mortgage on the house. Mark intended to finance the balance of the purchase money from his savings but he found that he did not have sufficient savings. He discussed the problem with his sister, Laura. She said she would help him with a contribution. When she handed the money to Mark, she said, "I cannot afford to give you this as an outright gift. I will need the money back sometime. For the time being, hold it on my behalf and use it, if necessary, as a contribution to the purchase."

Mark was very grateful. He accepted Laura's money on this basis, and he completed his purchase. The house was registered in his sole name, and he moved in. Laura then went away on a long cruise.

Later, Mark met Ellen and they became very friendly. Ellen moved into his house and they started to cohabit, although they did not marry. Ellen redecorated one room and dealt with household tasks, such as shopping and cleaning.

When Laura returned from her cruise, she had lost her job. She asked Mark for the money she had given to him for his purchase. He said that he could not do this, as he had no spare money. His only asset was the house and he refused to sell it. Laura said: "I am sure I have a right to a share in this house and you must sell it."

Hearing of this, Ellen was worried. Ellen told Mark that she had nowhere else to go and she also claimed a share in the house with the right to occupy it, saying she would not leave. Mark resisted both of these claims from Laura and Ellen and the demand for him to sell the house.

Turn over

Scenario 1 Questions

1. Explain:

(a) whether Ellen can claim a share in the house and the right to occupy it;

(6 marks)

(b) If Mark and Ellen were married rather than just cohabiting what, if any, special right Ellen would have to occupy the house.

(2 marks)

(Total: 8 marks)

2. Explain whether Laura can claim a share in the house.

(5 marks)

3. If Laura can claim a share in the house:

(a) describe how such a share would be valued;

(2 marks)

(b) explain whether she could apply to the court to force a sale and, if so, on what basis.

(3 marks)

(Total: 5 marks)

4. Explain the factors the court would consider in Laura's situation when deciding whether or not to order a sale.

(6 marks)

Suppose that, to avoid Laura making an application to court, Mark voluntarily agreed with her that he would sell the house and he quickly found a buyer. However, the buyer's lawyer had heard of Laura's plans to apply to the court and the buyer's Lawyer objected to the sale, by Mark alone.

5. Explain why this was the case and the action that Mark needs to take to overcome this objection.

(6 marks)

(Total Marks for Scenario 1: 30 marks)

Scenario 2

Hassan owns 1 Willow Avenue with a registered freehold title. When he purchased the property, it had a garden at the side of the house. Hassan found that the garden was too large for him to manage. A friend suggested that part of this side garden could be sold as a building plot. Hassan thought that this was a good idea, though he was concerned about ensuring the maintenance of the driveway that leads to 1 Willow Avenue from the main road. The use of this driveway was to be shared between his house and the plot his friend suggested Hassan could sell. Having taken advice, Hassan sold part of the side garden ('the Plot') to Erica.

The sale document transferring the Plot to Erica included the following clauses:

Clause 1: A right for the owners of the Plot to use the driveway leading from the main road to the Plot.

Clause 2: An agreement by Erica, for the benefit and protection of 1 Willow Avenue, to contribute towards the maintenance of the driveway.

Erica agreed to these clauses. She completed her purchase and later built a house on the Plot, to be known as 1A Willow Avenue.

Later she sold 1A Willow Avenue to Bob. After a year, Hassan noticed that the driveway was in need of repair. He reminded Bob about Clause 2 of the sale document and asked Bob, who had been using the driveway, to contribute towards its repair. Bob said that he knew nothing about the need to contribute and, in any case, the clause was not binding on him as Hassan's agreement had been with Erica.

Hassan said that he was sure that Bob must contribute, and he would take legal action to make Bob do so. However, before he could take any action, Hassan had to leave his house for some months in connection with his work. On his return, he noticed that the driveway had still not been repaired but decided not to take action immediately.

Turn over

Scenario 2 Questions

1. Explain the nature of the agreement set out in Clause 2 of the sale document between Hassan and Erica.

(4 marks)
2. Explain whether Bob was correct in saying that Clause 2 was not binding on him.

(9 marks)
3. Identify the document needed to pass the legal ownership of 1A Willow Avenue from Erica to Bob, and explain the legal formalities required for that document to be valid.

(6 marks)
4. Explain:
 - (a) in what circumstances any obligation under Clause 2 would end without any legal proceedings;

(7 marks)
 - (b) whether any such circumstances are present on the facts of the scenario.

(4 marks)

(Total: 11 marks)

(Total Marks for Scenario 2: 30 marks)

Scenario 3

Janet has just bought a freehold house with registered title. The house is in the countryside and, as well as the rear garden, Janet has bought the freehold field at the end of the garden. A few days after moving into the house, Janet was annoyed to see Simon, her next-door neighbour, walking along a track across her field. Janet went out and told Simon to stop this as he was not entitled to come onto her land without her permission.

Simon said that he had a legal right to cross her field as a short cut to reach the nearby village, rather than taking the longer route by the road in front of his house. Janet said that she would consult her lawyer on this as nothing was shown on the Land Register of her property about such a right. She said that Simon must be mistaken about having any right and she considered that he was trespassing.

Simon told her that he had lived in his house for 30 years and had always crossed the field in the same way for all that time, long before Janet bought her house and the field. He did not deny that Janet owned the field but said he would oppose any attempts to stop his use of the field.

While Janet was waiting to see her lawyer, she learned that her only brother, Alan, was very ill. He had very little money as he had recently lost his job, so could not pay for anyone to look after him. On learning this, Janet immediately invited him to stay with her, promising to care for him without charge. Alan was very grateful and moved into her house, saying he would pay something towards her expenses when he was better and could find another job.

Scenario 3 Questions

1. Explain what legal right Simon is claiming and the essential characteristics of such a legal right.
(7 marks)
2. Explain whether such characteristics are present in Simon's case.
(5 marks)
3. If Simon is correct in claiming this legal right, explain how, on the facts of the scenario, it is likely to have been acquired.
(6 marks)
4. Explain:
 - (a) the significance of an 'overriding interest' in land with registered title;
(4 marks)
 - (b) whether an overriding interest was created when Alan came to live with Janet.
(4 marks)**(Total: 8 marks)**
5. When Janet bought the house and field, her lawyer told her that the property had the best class of registered title. Explain what this means.
(4 marks)

(Total Marks for Scenario 3: 30 marks)

End of the examination

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