



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 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, 32nd edition, Meryl Thomas, Oxford University Press, 2024***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

SECTION A

Answer at least one question from this section.

1. Critically analyse how the holder of a right over another's land can protect that right:
 - (a) if the land is registered;

(14 marks)
 - (b) if the land is unregistered.

(11 marks)

(Total: 25 marks)

2. Critically evaluate how far the courts have been willing to expand the doctrine of proprietary estoppel in relation to:
 - (a) arrangements between family members ('farm and family cases');

(18 marks)
 - (b) arrangements between experienced business people ('commercial cases').

(7 marks)

(Total: 25 marks)

3. Critically analyse the different methods of implying an easement.

(Note: you should not discuss easements created by prescription in your answer)

(25 marks)

4. Critically evaluate the statement of Lord Briggs in *Brown v Ridley* (2025) that 'the new regime established by the Land Registration Act 2002... amounts to a much reduced role for adverse possession by comparison with that which prevailed prior to [the 2002 Act]'.

(25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Absal was the freehold owner of '46 Willow Street', a residential property that possessed a large garden. In late 2025, Absal put the property on the market for sale.

In January 2026, Bradley visited 46 Willow Street with a view to buying the property. Bradley, who did not know Absal was a famous art dealer, was very impressed with the main bedroom, which was decorated in a very unusual style with a number of pieces spray-painted onto the wall by the famous graffiti artist Banksy.

Bradley was also pleased to see a large wooden chalet in the extensive garden. While the chalet looked in poor repair he thought that this would be an ideal building to renovate and turn into a home office.

Bradley also noted televisions mounted on a number of walls and a built-in sound system with speakers located in the ceilings of most rooms, as well as an extensive wine cellar built under the house.

In March 2026, Absal sold 46 Willow Street to Bradley. No fixtures and fittings form was completed during the transaction.

When Bradley took possession of the house he was shocked to find that the Banksy art had been removed from the bedroom, the built-in televisions and speakers had been removed, and the chalet had disappeared from the garden. Bradley later found a pile of scrap wood at the end of the garden and learned that the chalet had been accidentally destroyed by Absal when he tried to remove it.

Last month, Bradley received a letter from his neighbour Carly, informing him that the wine cellar installed by Absal intruded six centimetres into the soil underneath Carly's property, at a depth of two metres. Carly has insisted that the cellar is removed.

Advise Bradley as to any claim by:

- (a) Bradley for any of the Banksy art, the televisions, the built-in speaker system, and/or the chalet;

(17 marks)

- (b) Carly for trespass in respect of the wine cellar.

(8 marks)

(Total: 25 marks)

Question 2

In 2019, Ellie lived on Smithson Street in Kempston-on-Sea, a small seaside town on the south coast of England. Her property had unrestricted sea views.

In early 2019, Ellie discovered that the large open space between Smithson Street and the beach was for sale for £200,000, and a housing developer wished to buy the land. Worried that any development would block her sea view, Ellie asked other residents of Smithson Street if they were interested in jointly purchasing the land. Four other residents joined Ellie: Farah, Gok, Harley and Imran.

Ellie, Gok and Harley all owned their own properties and contributed £60,000 each towards purchasing the land. Harley obtained a short-term mortgage against his equitable interest in the land to pay most of his contribution. Farah, who lived with her parents, contributed £10,000, as did Imran, who was renting a flat on Smithson Street.

In 2021, Imran moved away from the area. He sold his interest in the jointly owned land to Gok for a price of £2,000.

Last month, Ellie was killed in a car accident. Under the terms of Ellie's will her interest in the land is to pass to her sister, Daisy.

The property developer has approached Gok and Harley, and has told them he would be willing to pay £500,000 to purchase the land. Gok is very keen to accept the offer as he plans to move away in the near future. Harley is opposed to selling but he is required to make a large payment on the mortgage, which he is struggling to find the money to pay.

Farah has recently returned from university and has said she is strongly opposed to selling the land now she is back.

Advise the parties as to:

- (a) their respective shares in the legal and equitable title of the property;

(13 marks)

- (b) whether an order for sale is likely to be made if Gok makes an application under the Trusts of Land and Appointment of Trustees Act (TLATA) 1996.

(12 marks)

(Total: 25 marks)

Question 3

Lovely Leases Limited (LLL) was the freehold owner of a block of flats in the town of Kempston.

In 2021, LLL let Flat 7 to Magdalena. It was agreed that Magdalena would pay £600 every month in rent. There is no reference to how long the lease will last within the agreement. The agreement was created orally and was not registered at HM Land Registry.

In 2022, LLL entered into what was titled a 'Licence Agreement' with Nita and Oran, a married couple who took possession of Flat 4. A separate agreement was made in writing between LLL and Nita, and LLL and Oran. The text of both agreements was otherwise exactly the same. Each agreement was stated to last for seven years and requires payment of a 'licence fee' of £400 per month. The agreements were made in writing and were signed by both parties. They were not registered at HM Land Registry.

In 2024, the lease of Flat 1 to Pauline came to an end. Pauline had lived in the flat since the block was built 40 years earlier and she was now 81 years of age. LLL negotiated with Pauline and agreed a new lease at the same rent, expressed to last 'until Pauline no longer needed the flat'. The lease was made by deed and registered at HM Land Registry.

In early 2026, LLL was approached by a company interested in purchasing the freehold of the block of flats. The company has told LLL that any purchase would require the property to be entirely vacant, with no tenants.

Advise LLL as to whether it is bound by any of the agreements discussed above and if so when these agreements will come to an end.

(25 marks)

Question 4

Stanislas moved to England from Bulgaria in 2017 to open a restaurant. Stanislas wished to purchase a home, The Elms, for a total price of £400,000, with £300,000 of the purchase provided by mortgage. The Elms is registered land.

Stanislas visited his local building society, Kempston Building Society (KBS). Because he had no credit history in the UK, Stanislas found it difficult to obtain a mortgage but eventually KBS agreed to lend Stanislas £200,000 secured against The Elms. At the time of the mortgage, the average rate for a 20-year mortgage such as the one Stanislas obtained was around 3%. KBS insisted on a mortgage rate of 5% because of the lack of a UK credit history. On 20 May 2018, Stanislas signed a contract with KBS on these terms.

Stanislas raised the remaining £100,000 by means of a mortgage with Bedford Bank Limited (BBL). This was also a 20-year mortgage and the interest rate was 3.2%. The mortgage was created by deed on 25 May 2018. BBL registered the charge on 27 May 2018.

On 5 June 2018, KBS registered a notice of the contract with Stanislas.

Stanislas' business was very successful and in 2022 he decided to purchase the (registered) freehold of the property he was renting for the restaurant. Stanislas funded half of the £1,000,000 purchase price by way of a 10-year mortgage with Ampthill Adventure Capital (AAC). AAC insisted upon a term within the mortgage that required Stanislas to purchase all wine sold in the restaurant from a subsidiary of AAC for the next 10 years.

In summer 2025, Stanislas' restaurant failed a health inspection and was temporarily closed. This dramatically affected the business cashflow and, while Stanislas has been using his savings to pay mortgage payments, since February 2026 he has failed to make any payments on either mortgage. All three lenders have notified Stanislas that they will shortly be seeking to take possession of the properties.

Stanislas' restaurant reopened in early 2026 and is once again profitable.

Advise Stanislas.

(25 marks)

End of the examination