



## THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

### UNIT 9 – LAND LAW\*

**Time allowed: 3 hours plus 15 minutes' reading time**

#### Instructions to Candidates

- You have **FIFTEEN** minutes to read through this question paper before the start of the examination.
- **It is strongly recommended that you use the reading time to read this question paper fully.** However, you may make notes on this question paper or in your answer booklet during this time, if you wish.
- **All questions carry 25 marks. Answer FOUR only of the following EIGHT questions. This question paper is divided into TWO sections. You MUST answer at least ONE question from Section A and at least ONE question from Section B.**
- Write in full sentences – a yes or no answer will earn no marks.
- **Candidates may use in the examination their own unmarked copy of the designated statute book: Blackstone's Statutes on Property Law 2020-2021, 28th edition, Meryl Thomas, Oxford University Press, 2020.**
- Candidates must comply with the CILEx Examination Regulations.
- Full reasoning must be shown in answers. Statutory authorities decided cases and examples should be used where appropriate.

#### Information for Candidates

- The mark allocation for each question and part-question is given and you are advised to take this into account in planning your work.
- Write in blue or black ink or ballpoint pen.
- Attention should be paid to clear, neat handwriting and tidy alterations.
- Complete all rough work in your answer booklet. Cross through any work you do not want marked.

**Do not turn over this page until instructed by the Invigilator.**

\* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW and the LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE**

**SECTION A**  
**(Answer at least one question from this section)**

1. Critically evaluate how successfully the courts have distinguished between a lease and a licence.

**(25 marks)**

2. Critically analyse the doctrine of prescription in relation to the creation of easements.

**(25 marks)**

3. Critically analyse to what extent the 'mirror principle' is incompatible with the 'curtain principle' in the current system of registered land.

**(25 marks)**

4. Critically assess:

(a) the current system of freehold covenants;

**(17 marks)**

(b) the Law Commission proposals for reform of freehold covenants.

**(8 marks)**

**(Total: 25 marks)**

**SECTION B**  
**(Answer at least one question from this section)**

**Question 1**

Absal purchased 'Ballywood Grange' from Chandler in April. Ballywood Grange is a large country house with considerable outbuildings. It is unregistered land. Absal had seen the property for sale on a website and purchased it while abroad, without carrying out any inspection.

Absal has now returned to England and visited Ballywood Grange. He was surprised to find Derek, a local artist, using one of the outbuildings as a painter's studio. Derek told Absal: 'I arranged this with Chandler last year. He said I could rent the studio until 30 January 2022, as long as I paid him £200 a month.' Derek has been paying £200 a month into Chandler's bank account.

Absal has also found that Emma, who owns the neighbouring property, is using a shortcut across the garden of Ballywood Grange to access the local shops. Emma has shown Absal a letter from Chandler, dated last year, granting her the right to use the shortcut. The letter had been signed by Chandler.

Absal has also been contacted by Chandler, who has told him: 'My removal company forgot to take the log cabin in the garden, the painting of my grandmother in the gallery and the fitted dishwasher in the kitchen. I'd like these all to be returned to me.' Absal had assumed that all of these objects came with the house and does not wish to return any of them, if he can avoid it.

Advise Absal as to whether:

(a) he is bound to let Derek continue using the outbuilding;

**(7 marks)**

(b) he is bound to let Emma continue using the shortcut;

**(7 marks)**

(c) he needs to return the log cabin, the painting and/or the dishwasher to Chandler.

**(11 marks)**

**(Total: 25 marks)**

## Question 2

Fatima retired from her well-paid job in 2007. She purchased two flats in London, both in the same building: Flat 1 and Flat 24. As Fatima suffered from minor mobility issues, she chose to live in Flat 1 on the ground floor and planned to rent out Flat 24, to provide her with an income during her retirement. In 2008, Fatima agreed a five-year lease of Flat 24 with Gary.

In 2012, Fatima began to have increasing problems with her mobility and was told by her doctor that she had an untreatable condition, which would steadily decrease her range of movement. The doctor told Fatima that 'within a few years' she would be unable to care for herself living alone.

In 2013, Gary told Fatima that he would be unable to renew his lease, as he had recently lost his job and could no longer afford the rent. Fatima, who had become good friends with Gary, suggested that Gary could continue to live in Flat 24 rent-free, if he came and helped her around the household for two hours each day. She said at the time: 'As long as you take care of me, I'll take care of you'.

By 2017, Fatima's condition had worsened and she needed assistance with most daily tasks. When Fatima asked Gary if he would consider moving into the spare bedroom in Flat 1 and becoming her full-time carer, Gary told her he had just accepted a well-paid job in Manchester. Fatima said to Gary: 'If you stay and care for me, I'll make sure you always have a roof over your head'.

Gary chose to stay, and he turned down the job offer. He was not paid any wage by Fatima, although she did give him a generous budget for shopping and gave him £3,000 to buy a car, which Gary mainly used to transport Fatima.

In 2018, Fatima went into hospital for routine surgery. When Gary visited her in hospital, Fatima gave him the code to her safe, where she kept a bundle of title documents relating to both flats.

Fatima recovered and returned home, but her condition continued to deteriorate, culminating in her death last month. Gary was shocked to find out that under Fatima's will, both flats have been left to her estranged nephew, Zeke.

Advise Gary as to any potential claim he may have based on proprietary estoppel.

**(25 marks)**

### Question 3

Hayley, Iain, Jim, Kamyar, Leo and Masood are all members of the Kempston Casuals cricket team. In 2016, they found out that the Village Oval, the land on which the cricket team plays its 'home' matches, was for sale. In order to prevent development on the land and to preserve their cricket pitch, all of the six cricketers purchased the Village Oval. All of the cricketers except Iain contributed £10,000 to the purchase price of £51,000. Iain, who at 17 was the youngest of the group, contributed £1,000. The land was conveyed to them as beneficial joint tenants.

In September 2017, Masood died after a short illness. He left a will bequeathing his share in the Village Oval to Leo, who he knew was having financial troubles.

In January 2018, the surviving five owners met at Leo's request. Leo told them he wanted to sell his share to raise funds. The five talked about the issue for the whole evening, but did not come to any agreement. In February 2018, Leo was declared bankrupt.

In August 2019, Hayley and Jim had an argument, after Jim ran Hayley out during a cricket match. During the argument, Hayley angrily threw a cricket ball at Jim. Unfortunately, the ball happened to strike Jim's head in the most lethal spot and Jim was killed. Hayley was convicted of manslaughter.

After the tragic events, Kamyar and Leo have resigned from the team and wish to sell the Village Oval. Iain has founded a new cricket team that now plays on the Village Oval and he opposes the sale.

Advise Kamyar and Leo.

**(25 marks)**

#### Question 4

Oyvind purchased the freehold of 24 North Road, Kempston, in 2005. The property consists of a detached house with a rear garden. The next-door house, 26 North Road, was owned and occupied by Penelope. As there was no space to park outside his new property, Oyvind asked Penelope if he could leave his car on her driveway, which was between the two houses. Penelope agreed to give Oyvind the right to park for an annual payment of £200.

In February 2008, Penelope died, leaving number 26 to her son Quentin. Quentin visited the property soon after Penelope's death and told Oyvind to 'stop parking on my mum's driveway'. As the housing market was bad, Quentin decided he would keep the property for now and sell it in a few years, when it had gained in value. Quentin has spent most of his time, since 2008, in Australia and left number 26 vacant throughout this time. He paid Zahara to maintain the property and while she noticed Oyvind's car was often parked on the driveway, she considered it "none of her business".

Oyvind continued to park on the driveway. In January 2009, he installed decorative gates across his own driveway. Pleased with how the gates looked, Oyvind then installed matching gates across the driveway at number 26. In March 2010, after suffering a puncture from loose stones, Oyvind paved the driveway at number 26.

Last month, May 2021, Quentin finally decided to sell the property and it was purchased by Russell. Russell has demanded that Oyvind stop using the driveway between the properties. Russell has also found out that a metre-wide strip of what Oyvind thought was his own rear garden actually belongs to number 26, according to an old plan. Oyvind has been using the strip to plant flowers since 2005.

Advise Oyvind as to any claim(s) in adverse possession, assuming that:

(a) the land is unregistered;

**(15 marks)**

(b) the land is registered.

**(10 marks)**

**(Total: 25 marks)**

**End of Examination Paper**