



## 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 2019-2020, 27th edition, Meryl Thomas, Oxford University Press, 2019.**
- 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**

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

1. Critically assess how well the interests of mortgagors and mortgagees are balanced by:

(a) the courts' powers to strike down oppressive or unconscionable terms;

**(10 marks)**

(b) section 36 of the Administration of Justice Act 1970 (as amended).

**(15 marks)**

**(Total: 25 marks)**

2. Critically analyse to what extent the four characteristics of an easement identified in Re Ellenborough Park [1955] restrict the types of rights that landowners may grant or reserve.

**(25 marks)**

3. Critically assess to what extent the doctrine of adverse possession has been affected by the enactment of:

(a) the Land Registration Act 2002;

**(20 marks)**

(b) the Legal Aid, Sentencing and Punishment of Offenders Act 2012.

**(5 marks)**

**(Total: 25 marks)**

4. Critically analyse how true it is to say that the doctrine of proprietary estoppel promotes flexibility at the expense of sufficient certainty.

**(25 marks)**

**Turn over**

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

**Question 1**

Antonio recently sold 'The Lodge', a large detached house with extensive grounds and outbuildings, to Binita. The title to The Lodge was first registered in 2012. Since registering her purchase and taking possession, Binita has been approached by two people, Clare and Davor, who claim that they made binding agreements with Antonio, which they demand Binita should now honour.

Clare states that in January 2019, she entered into a lease with Antonio to rent 'The Stables', a large outbuilding forming part of The Lodge, which could be used to house up to four horses. Clare has provided Binita with a document signed by Antonio and Clare. That document states: 'I, Antonio, hereby grant as a matter of deed the right to rent The Stables at a rent of £1,000 per annum until 25th January 2025'.

Since January 2019, Clare has been using The Stables to stable her two horses. Binita saw the horses when she inspected The Lodge prior to her purchase. Clare was grooming one of the horses at the time, and Binita asked her who the horses belonged to. Clare told Binita that the horses belonged to Antonio.

Davor, the owner of a neighbouring property, has produced a letter from Antonio to Davor written in 2015, creating a restrictive covenant over The Lodge. The letter is signed by Antonio. The covenant prevents the owner of The Lodge from using any of the outbuildings as the premises of a business – something which Binita had planned to do.

Neither Clare nor Davor have entered any form of notice in the register of title to The Lodge.

Advise Binita as to whether she is bound by the claimed interest of:

(a) Clare;

**(17 marks)**

(b) Davor.

**(8 marks)**

**(Total: 25 marks)**

## Question 2

Ferdinand, Gloria, Hana, Isla, Jack and Lottie were the six members of 'Magical Music', a pop group formed on a popular television singing show. After signing a lucrative record deal in 2017, the six decided to buy a large property as an investment and as a place to record their first album. They purchased 'Melody Heights', a six-bedroomed residential property with a recording studio in the basement. Ferdinand, Gloria, Hana, Jack and Lottie were all 20 years old and each contributed £100,000 to the £550,000 purchase price, while Isla was 17 and contributed the remaining £50,000. The house has a registered title and, because they all considered themselves to be very close friends, was conveyed to all six purchasers 'as beneficial joint tenants'. They all moved into the house and occupied it as their home.

Unfortunately, Magical Music's album was a failure. Gloria and Lottie, the lead singers in the band, found the negative publicity very difficult to deal with and began to use illegal drugs regularly. In September 2018, Lottie died after an accidental overdose. In her will, she left her entire estate to her cousin Kate.

In November 2018, Gloria sold her share to Nathaniel, in order to fund a treatment programme for her addiction. Nathaniel considered the share a financial investment and has never lived at Melody Heights.

While living and working together, Ferdinand and Hana had become romantically involved. Shocked and frightened by what had happened to Lottie and Gloria, they decide to leave Magical Music and the music industry altogether. In May 2019, Ferdinand and Hana emigrated to Fiji. They each sent a letter by registered post from Fiji to Melody Heights, and to Nathaniel's office, which stated that: 'I have no desire to live or work with any of you and would like to sever my share immediately'.

In March 2020, Jack died in a road traffic accident. Ferdinand and Hana returned to England for the funeral and began writing and recording music with Isla as a way of dealing with their grief. They have since stayed in England, moving back into Melody Heights with Isla, and they plan to record and release a full album with Isla later this year.

Last week, Nathaniel gave notice that as Melody Heights has trebled in value, he wishes to sell the house as soon as possible. Ferdinand, Hana and Isla oppose the sale.

Advise the parties.

**(25 marks)**

**Turn over**

### Question 3

Precious was the registered freehold owner of 1 Kempston Close and Qadim was the registered freehold owner of the next-door property, 3 Kempston Close. Precious and Qadim agreed the following freehold covenants between them:

1. That the owner of each property must pay 50% of the cost of the annual maintenance of the private driveway shared by the two properties over which they each have a joint right of way.
2. That the owner of each property would not build any extension to their property above a height of 2 metres.

In 2018, Precious sold the freehold of number 1 to Richard, while Qadim sold the freehold of number 3 to Sally.

In recent months, Richard has started construction of a large extension in his back garden. It is clear from what has already been constructed that the finished extension will be at the height of around 3 metres, which means it overlooks Sally's garden and blocks sunlight from reaching her property. Angry about the extension, Sally has now refused to pay her share of the annual maintenance bill for the shared driveway.

Advise Sally as to whether:

- (a) covenant 1 can be enforced against her;

**(14 marks)**

- (b) she can enforce covenant 2 against Richard.

**(11 marks)**

**(Total: 25 marks)**

#### Question 4

Tasha was the registered proprietor of a three-storey building in Kempston town centre. After purchasing the property in 2008, Tasha used the ground floor as the premises of her business, an insurance brokerage. Tasha worked at the premises along with her two employees. In recent years, she renovated the derelict upper floors, and created two self-contained flats, Flat 2A and Flat 2B. Both are one-bedroom apartments.

In 2019, Tasha advertised both flats for rent in the local newspaper. Each flat was available to rent for £800 per month. In May 2019, Tasha agreed with Ulrika that Ulrika would occupy Flat 2A. Their contract, giving Ulrika the right to live in Flat 2A, contained the following terms:

'Clause 5: This licence will expire on 30 April 2022.'

'Clause 9: Ulrika will pay a monthly licence fee of £800.'

'Clause 15: Tasha reserves the right to introduce other licensees into Flat 2A at any time.'

Tasha had no other responses to her advertisement and was struggling to find someone to rent Flat 2B. She mentioned her problems in the office one day and Vivek, one of her employees, expressed an interest in the flat, as he was looking to move out of his parents' house. However, Vivek told Tasha that he was considering going to university the following year, and so was concerned about being tied into a long-term contract. Their contract giving Vivek the right to live in Flat 2B (which was in a different form to that which Tasha had used for Flat 2A) thus contained the following term:

'Clause 2: This lease will expire 2 months after Vivek is accepted onto any undergraduate degree course.'

Last month, Tasha sold her business and the freehold of the building to Walter, who is now the registered proprietor of the freehold. At no point did Tasha ever introduce another person into Flat 2A.

Walter wishes to remove Ulrika and Vivek and to convert the two flats into more office space.

Advise Walter.

**(25 marks)**

**End of Examination Paper**

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