

18 January 2022
Level 6
LAND LAW
Subject Code L6-9

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 2021 – 2022, 29th edition, Meryl Thomas, Oxford University Press, 2021.**
- 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.

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

1. Critically assess how easy it is for a co-owner to sever their share from a joint tenancy.

(25 marks)

2. Critically evaluate the extent to which the courts have established clear principles that apply to claims for proprietary estoppel.

(25 marks)

3. Critically analyse the extent to which third-party rights affecting the estate are protected in:

(a) unregistered land;

(10 marks)

(b) registered land.

(15 marks)

(Total: 25 marks)

4. Critically analyse the extent to which a mortgagee may take possession of and sell the mortgaged property 'as soon as the ink is dry' on the mortgage.

(25 marks)

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

Question 1

Alexandra recently purchased the registered freehold of Bluebell House, a large detached house in the countryside.

After living in the property for a few days, Alexandra noticed that her neighbour, Charlotte, had a habit of leaving her tractor parked on a piece of paved land to the rear of Bluebell House. This land belongs to Alexandra's registered title and she asked Charlotte to stop parking her tractor on it. Charlotte seemed annoyed, and told Alexandra that the previous owner of Bluebell House had told her that she could park there whenever she wanted. When Alexandra repeated that she would rather Charlotte did not park on her land, Charlotte stormed off, shouting, 'Just you wait until I find the paperwork from him!'

Alexandra has been accessing Bluebell House via a dirt track, which she had assumed was part of the land she had purchased. The track is the only vehicular access to Bluebell House, although there is a footpath on the other side of the property that allows access on foot. Last week, Alexandra was shocked to find that a locked gate had been erected directly across the dirt track. She has since found out that Charlotte's land includes the stretch of the track between Bluebell House and the main road, where the gate has been erected. Charlotte has told Alexandra that she does not want her to use the track to access Bluebell House.

Alexandra told her friend Dieter about the problems she has been having. Dieter knew the previous owner of Bluebell House and told Alexandra that: 'He used that track for 30 years – I'm sure Charlotte can't just turn around and stop you now'.

Advise Alexandra as to any easements that may exist in relation to Bluebell House.

(25 marks)

Question 2

Faisal was the owner of the registered freehold of the Gloriana Hotel, a large hotel on the seafront in Kempston-on-Sea. In late 2021, Faisal sold the Gloriana Hotel to Isabella. The hotel had been struggling financially for a number of years and was in a poor state of repair. Isabella has spent the winter renovating the property, and has discovered a number of issues while doing so.

The hotel has a large kitchen, which is situated below ground on a basement floor. While renovating the kitchen, Isabella noticed that while Faisal had taken most of the appliances, he had left three extra-large chest freezers, which Isabella was happy to make use of.

One day, while working in the kitchen, Isabella heard drilling noises from behind one of the walls. She has since found out that Jeremy, the owner of the house next door to the Gloriana Hotel, has installed a below-ground swimming pool. Isabella is sure that Jeremy's excavations extend underneath the grounds of the Gloriana Hotel.

Killian, a plumber employed by Isabella to work on the plumbing at the hotel, discovered a shoebox in the attic of the property, hidden behind some pipes. In the shoebox there was £5,000 in banknotes.

Isabella recently finished her renovations. She is particularly proud of how she has restored the hotel's 'Grand Ballroom', which is dominated by a period 1920s chandelier that Isabella has spent thousands of pounds restoring.

Faisal recently contacted Isabella, telling her that he has opened a new hotel in a nearby town and would like her to 'give me my chandelier and my freezers', now that he has a property in which to place them. No fittings and contents form was completed during the sale of the Gloriana Hotel, and Isabella believes that all of these objects belong to her.

Advise Isabella as to:

- (a) any claim she may have against Jeremy; **(6 marks)**

- (b) who has the best claim to the £5,000; **(7 marks)**

- (c) whether she will need to return any or all of the objects to Faisal. **(12 marks)**

(Total: 25 marks)

Question 3

Lakshmi owns the registered freehold title to three adjacent properties, number 2, number 4 and number 6 Marigold Drive. Lakshmi uses number 2 as the premises for her hair salon business and rents out number 4 and number 6, which are residential properties.

In February 2020, Lakshmi rented number 4 to Nellie and Olly. Number 4 is a two-bedroomed house, although Lakshmi has furnished the main bedroom with a double bed and has converted the second bedroom into a study. Nellie and Olly are engaged to be married and, since moving in, have slept together in the main bedroom, while Nellie has been using the office to work from home.

Lakshmi insisted that each of them signed a separate document before moving in. The document that Nellie and Olly signed was identical except for their names and was titled 'LICENCE AGREEMENT'. Clause 4 of the document stated:

'4.1 This licence is granted for four years, commencing 1 March 2020 and ending 1 March 2024.

4.2 During the four-year period of this licence, Lakshmi reserves the right to move another person into number 4 at any time or to use a room herself.'

In June 2021, Lakshmi rented number 6 to Paula, a trainee hairstylist who works in Lakshmi's salon. Paula had often attended work late and, when the previous tenant of number 6 moved out, Lakshmi specifically offered the property to Paula at half the usual rent. The agreement was made orally and was stated to last for two years, until June 2023.

Because Paula is young and single, Lakshmi is worried that she might hold 'wild parties' at number 6, so insisted that Paula agree to Lakshmi entering the property every Sunday morning to check she was not causing damage to the house. Lakshmi usually sleeps in on a Sunday and has never actually exercised this right.

Last month, Lakshmi sold numbers 2, 4 and 6 to Qusay, a property developer. Qusay plans to demolish all three buildings and to redevelop the land. He would like to remove Nellie, Olly and Paula immediately, or at least as soon as possible, although he is aware that all three would rather stay.

Advise Qusay.

(25 marks)

Question 4

Last year, Steve purchased the registered freehold to Salamander House, a large detached residence in the quiet countryside village of Monken Moritaine. Steve bought the property from Ricardo. Steve plans to turn Salamander House into a 'team-building retreat', where companies can send employees to stay for a few nights and carry out various outdoor activities together.

Steve has purchased a number of quad-bikes and has planned a 'night-time countryside adventure', where people staying at Salamander House will drive quad-bikes through the local woods in the dark. Preparing the quad-bikes, as well as large groups leaving and returning to the property, means that there will be a lot of engine noise when Steve runs this activity, which will be from around 10pm on Friday and Saturday nights.

Steve also wishes to build a basketball court where there is currently an ornate formal flower garden. Last week, Steve received a letter from his neighbour, Tamas, who owns the next-door property. In the letter, Tamas complained about both the quad-biking and the planned basketball court, which his property will overlook; Tamas also asked Steve for £500 'for the drains'. Tamas included with the letter a copy of a deed which records an agreement made in 2010 between Ricardo and Ursula, the former owner of Tamas's property, which states:

'Ricardo hereby covenants with Ursula, her heirs and assigns, to:

- (a) refrain from making any excessive noise between the hours of 8pm and 8am;
- (b) keep the historic garden layout of Salamander House;
- (c) pay £500 annually towards the upkeep of the common drain servicing both properties.'

Steve has checked and has found that these covenants are also entered correctly by an agreed notice on the register.

Advise Steve as to:

- (a) whether any of the above covenants will affect his proposed activities;

(18 marks)

- (b) how he may modify or discharge the covenants.

(7 marks)

(Total: 25 marks)

End of Examination Paper