



## 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 2016-2017, 24th edition, Meryl Thomas, Oxford University Press, 2016.**
- 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 evaluate how the law determines whether an item of property is or is not a part of the land.

**(25 marks)**

2. Critically evaluate the doctrine of proprietary estoppel as a means of avoiding the formality requirements set out in s.2 Law of Property (Miscellaneous Provisions) Act 1989.

**(25 marks)**

3. (a) Critically evaluate the circumstances in which the benefit of freehold covenants may pass to successors in title of the benefited land.

**(Do not discuss building schemes of development.)**

**(12 marks)**

- (b) Critically evaluate the circumstances in which the burden of freehold covenants may pass to successors in title of the burdened land.

**(Do not discuss the Commonhold and Leasehold Reform Act 2002.)**

**(13 marks)**

**(Total: 25 marks)**

4. Critically evaluate how the equitable right of redemption protects the mortgagor of a legal mortgage.

**(25 marks)**

**Turn over**

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

**Question 1**

Varma is the freehold owner of land, which includes Kempston Manor House and Tulip Cottage. Tulip Cottage has its own small garden. Varma resides in the Manor House, but he has never made use of Tulip Cottage, although he occasionally uses the garden as a shortcut to the local train station. The front door of Tulip Cottage is directly accessible from the main road.

In 2010, Miranda moved into Tulip Cottage under a five year residential lease granted by Varma. The lease did not contain any easements.

In 2011, Varma gave permission to Miranda to park her car on the driveway of Kempston Manor, as it was easier than parking on the busy main road.

In 2015, Miranda renewed the lease for a further five years. Again, there was no mention of any easements in the lease.

Last week, after a disagreement, Varma told Miranda that she has to stop parking her car on Kempston Manor House driveway. Miranda has replied by informing Varma that he must no longer use her garden as a shortcut.

Advise Miranda:

(a) whether either of these two rights are capable of being easements;  
**(14 marks)**

(b) how, if at all, they may have been created.

**(11 marks)**  
**(Total: 25 marks)**

## Question 2

Simon, a specialist plastic surgeon in private practice, met Alex, a trainee dentist. After they had been dating for six months, they decided to take their relationship further and live together.

In 1996, Simon purchased a house for them both to live in. Simon paid the 5% deposit out of his savings. The balance of the purchase was funded by way of a mortgage that he took in his sole name. The house was conveyed to Simon as sole legal owner with no mention of Alex having any beneficial interest. Six months after they had moved in, Alex qualified and found a job in a local dental practice. Simon and Alex opened up a joint bank account, each contributing £1,000 per month. The joint bank account was used to pay the utilities, other household expenses and mortgage instalments.

In 2000, their daughter, Evie, was born. Alex decided not to return to work but to stay at home and look after Evie. As she was no longer financially contributing, Simon and Alex decided to close the joint bank account and transfer the mortgage and most of the utility payments into Simon's single account. Alex set up her own bank account to manage the housekeeping she received from Simon, and also to pay the gas and electricity utility bills. Since Alex is at home, she does all the washing, cleaning and daily household chores.

In 2005, Alex inherited £10,000, which she used to pay for a conservatory extension. She was particularly pleased with the extra space, as their second child was due. In that same year, Simon, who was earning lucrative amounts from the increase in cosmetic surgeries, paid off the entirety of the mortgage.

Last week, Simon told Alex that he wishes to sell the property because he is leaving her to set up home with his colleague.

Advise Alex as to what, if any, interest she has in the property.

**(Do not discuss proprietary estoppel.)**

**(25 marks)**

**Turn over**

### Question 3

Julie is the registered freehold owner of a Victorian terraced house called 'Railway Cottage'. In 2010, Julie converted the house into two self-contained, one-bedroom apartments, one on the ground floor and one on the first floor. After the conversion had been completed, Julie decided to earn some extra income by letting the self-contained flats.

In 2013, Julie agreed that Bob and his wife, Claire, could move into the first-floor apartment. Julie drew up a document entitled a 'licence' and insisted that Bob and Claire sign separate copies and on different days, which they did. Each agreement provided a 'licence fee of £400 per month'; and that the 'apartment must be vacated every Friday between 10 am and 12 pm so that it can be cleaned'.

Claire told Julie that she preferred to do all the cleaning herself, to which Julie replied that was 'great'.

In 2015, Zita, Julie's niece, gave up her job, as she was suffering from depression and anxiety. Her parents were ashamed and wanted nothing more to do with Zita. They told her she must leave the family home. Julie felt sorry for Zita, especially as she was homeless, so offered to take her in temporarily. Zita has moved into the ground-floor apartment until her mental health improves and she is able to move back home with her parents.

Last month, Julie sold the property to Lindsey, who plans to knock down the house and build a modern block of flats. There were no notices registered against the Railway Cottage title.

Advise Lindsey as to whether she is bound by the arrangements made between Julie and:

(a) Bob and Claire;

**(19 marks)**

(b) Zita.

**(6 marks)**

**(Total: 25 marks)**

#### **Question 4**

Kempston Council was from 1990 the registered owner of a large plot of land, Greenacre, situated on the outskirts of the town. The council had drawn up extensive plans to develop the plot as a new shopping mall, despite opposition from local residents.

Greenacre is adjacent to two private residential houses. Olivia is the freehold owner of one house. Yaz is the freehold owner of the other house and lives there with his two young children.

In 1991, Olivia, an amateur gardener and bird keeper, decided to make use of the part of Greenacre that was nearest to her back garden gate and use it as part of her garden.

In 1993, Olivia began occasionally using the land, by cutting back the overgrowth, mowing the grass and planting a few flowers.

In March 1995, Olivia asked her friend Fleur, who was a qualified landscape gardener, to assist her with the development of the land, which she did. By May 1995 the project was completed, producing a well-stocked and flourishing garden area including a lawn. In August 1995, Olivia also dug up part of the surface of the land, laid hard standing and built a large aviary for her collection of exotic birds. Toward the end of that year, Olivia built a 6ft fence to enclose the land as a garden area, as Yaz's children often played football on the lawn, and Olivia wished to keep her birds in the aviary safe and protected.

The council was aware of the usage that Olivia was making of the land, but took no action, as it was busy attempting to finalise the plans for the development of the shopping mall.

Last month, Kempston Council sold Greenacre to Rob, a successful independent developer, who wishes to proceed with the shopping mall development. Rob has only just learnt of Olivia's actions but has sent her a letter informing her of his plans and insisting that she has no claim against his title.

Advise Rob.

***(25 marks)***

**End of Examination Paper**

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