



THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

UNIT 4 – LAND LAW*

Time allowed: 1 hour and 30 minutes 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.
- **This question paper is divided into TWO sections. You must answer ALL the questions from Section A. There are three scenarios in Section B. You must answer the questions relating to ONE of the scenarios from Section B ONLY.**
- Write in full sentences – a yes or no answer will earn no marks.
- 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 **CILEx LEVEL 3 PROFESSIONAL QUALIFICATIONS** and **LEVEL 3 LEGAL SERVICES KNOWLEDGE QUALIFICATIONS**

SECTION A

(Answer ALL questions in Section A)

1. What is meant by 'real property'? **(3 marks)**

2. Explain:
 - (a) **one** of the legal estates under s.1 (1) Law of Property Act 1925; **(4 marks)**

 - (b) **one** of the four main legal interests under s.1 (2) Law of Property Act 1925. **(2 marks)**

(Total: 6 marks)

3. In what year did the whole of England and Wales first become an area of compulsory registration on:
 - (a) sale of land? **(1 mark)**

 - (b) first legal mortgage? **(1 mark)**

(Total: 2 marks)

4. Under the Land Registration Act 2002:
 - (a) give **two** types of leases which must be registered with their own title number; **(2 marks)**

 - (b) explain how the class of 'good leasehold title' differs from that of 'absolute leasehold title'. **(3 marks)**

(Total: 5 marks)

5. Explain how a resulting trust arises. **(5 marks)**

6. Explain:
 - (a) when 'overreaching' is carried out; **(2 marks)**

 - (b) how 'overreaching' is carried out and with what result. **(3 marks)**

(Total: 5 marks)

7. (a) Give **two** ways in which an easement can be ended. **(2 marks)**
- (b) In what circumstances is an 'express easement by reservation' created? **(3 marks)**
(Total: 5 marks)
8. What is a 'profit à prendre'? **(2 marks)**
9. Explain **one** of the grounds on which a freehold covenant can be varied or terminated under s.84 Law of Property Act 1925, stating which body has the power to do this. **(3 marks)**
10. Explain the main features of a capital repayment mortgage. **(4 marks)**

(Total Marks for Section A: 40 marks)

Turn over

SECTION B

(There are three scenarios in Section B. Answer the questions relating to ONE of the scenarios ONLY)

Scenario 1

Kemal, a property developer, bought a large piece of freehold land with registered title. He divided this land into 12 plots. He built one house on each plot, a group of 12 houses in total, to be known as 'Meadowlawn Estate Numbers 1-12'. The estate was advertised as: 'A desirable private residential estate'.

In order to ensure that the estate remained exclusive and retained its value, as each house was sold, Kemal required the buyer to enter an agreement with him ('the Agreement') as follows:

'For the benefit of the remainder of the Meadowlawn Estate, not to carry on any business on the plot hereby transferred but to use it as a private house only'.

Each buyer signed the Agreement willingly, realising that it added to the value of their own property.

Simon bought Number 3 from Kemal. Then, after a year, Simon sold the house to Tina, who wanted to use it for her hairdressing business. Simon told Tina about the terms of the Agreement but said: 'This should not interfere with your plans. After all, I have used my house for my computer business since I first bought the house and there has been no complaint.'

Six months after Tina moved in, Neville at Number 5 noticed that Tina was running a business from Number 3. He complained and told her she was bound by the terms of the Agreement. Tina said that she was sure she was not bound by the terms of the Agreement as she had not signed it. Neville said he was prepared to take legal action to stop her.

However, before taking action against Tina, Neville decided to sell Number 5 instead. He told Mark, a friend, that when he moved, he intended to take with him the dining room table and chairs and the ornamental fireplace built into the dining room wall. Mark said: 'Doing that is not allowed and will cause trouble'.

Scenario 1 Questions

1. Suppose that, before Simon sold Number 3 to Tina, Kemal had noticed that Simon was running a business there.

Explain:

- (a) the nature of the Agreement and whether Kemal could have taken any legal action against Simon;

(5 marks)

- (b) if so, what remedies Kemal could have applied for.

(2 marks)

(Total: 7 marks)

2. Tina was sure that she was not bound by the Agreement.

Explain:

- (a) what conditions would be necessary to make such an agreement binding on her;

(5 marks)

- (b) whether such conditions were present in this Agreement.

(5 marks)

(Total: 10 marks)

3. Explain whether Neville could have enforced the Agreement against Tina.

(5 marks)

4. Explain:

- (a) why Neville's friend, Mark, said there would be trouble if Neville takes the items from the dining room when he sells Number 5;

(6 marks)

- (b) how any such trouble could be avoided.

(2 marks)

(Total: 8 marks)

(Total Marks for Scenario 1: 30 marks)

Turn over

Scenario 2

Annabel and her elderly mother, Mary, bought a house to live in together. The freehold house, 'Treetops', was registered in both of their names as 'legal and beneficial joint tenants'. Mary contributed two-thirds of the purchase price and Annabel the other third.

They moved in, taking out a mortgage on the house to pay for some improvements to it. Subsequently, Mary thought she had been unfair to her son Oliver (Annabel's brother) by investing nearly all of her capital in the house. So she told Oliver that she would leave him half her remaining money and her share in the house in her will.

Mary wrote a letter for Annabel to find after her death, explaining her reasons for the gift to Oliver in her will and her wish to be fair to both children. She placed the letter in an envelope marked 'To be opened after my death', and put the envelope in her desk.

The following year, Mary died. Her will left 'to Oliver my share in Treetops and half my remaining money and to Annabel the other half of my remaining money'. When Annabel then looked through Mary's papers, she found the letter and read it. She was extremely disappointed. Her lawyer confirmed that the will was valid.

After Mary's death, Annabel had difficulty paying the mortgage by herself. She became friendly with Carl. She invited him to leave his rented flat and share her home in return for help with household expenses. He moved in. From time to time, he tended the garden or gave Annabel small sums of money, which she used to pay some of the mortgage instalments. Later, they quarrelled. Annabel told Carl to leave. He did so, but said: 'You invited me to share with you; so surely I have a claim in the house'.

Meanwhile, Oliver had demanded that the house should be sold, so that he could receive his share under Mary's will.

Scenario 2 Questions

1. Explain whether Oliver can claim a share in the house under Mary's will.

(9 marks)

2. Suppose, whatever your answer to Question 1, that Oliver could claim a share in the house. What should Oliver put on Mary's registered title to alert others to his interest, and what is the effect of this action?

(3 marks)

3. Explain whether Carl can claim a share in the house.

(8 marks)

Additional Information

4. Before Carl left, Annabel was considering a sale of the house to John, a prospective buyer.

- (a) John's lawyer told John that it was a good thing that the house had the best form of registered title. Explain what this form of registration was and why the lawyer said it was a good thing.

(4 marks)

- (b) John's lawyer also said that it was necessary to investigate carefully whether Carl had any interest in the house. Explain why this was.

(3 marks)

(Total: 7 marks)

5. After Carl left, instead of a sale, Annabel decided to let the house on a tenancy for six months to start immediately. Explain whether, under the Land Registration Act 2002, this would need protection by an entry on Annabel's land registry entries.

(3 marks)

(Total Marks for Scenario 2: 30 marks)

Turn over

Scenario 3

Harry lives in 'Goldenshore', a house with registered freehold title. He has lived in the house ever since he bought it 25 years ago. He has always enjoyed the beautiful view of the sea over the neighbouring field.

There was a footpath over the field leading to the nearby village. Harry could gain access to the footpath from Goldenshore. As he found it a more convenient way for him than making the longer journey from his house by the main road, Harry has often used the footpath, throughout his ownership.

During his ownership, he has also parked his car on a corner of the field, as he does not have space at Goldenshore to park a car.

Two weeks ago, he was surprised to see a high fence being built between Goldenshore and the field. This blocked his view of the sea and also his access to the footpath. The foundations of the fence came into his garden. Also, wires to support plants were nailed to the top of the fence and hung over his garden.

Harry went next door to investigate and found George working on the fence. George told him that he had just bought the field. Harry protested about both the interruption to the view and blocking of the path, claiming that he had a legal right to the view, to use the path and to park his car. He also objected to the way the fence was actually being constructed.

George said: 'I can build the fence however I like. And you must remove your car immediately.'

Ivan lives on the other side of Harry's house, in a freehold house with registered title. When he heard about Harry's problems with George, he said to Harry: 'We have been friends for many years. I will give you a legal right to share my driveway and park your car there.'

Scenario 3 Questions

1. Explain what legal right Harry was claiming in respect of the view, the footpath and parking the car. In your answer, state the general characteristics of such right and the case from which they come.

(7 marks)

2. Explain, in this scenario, whether such characteristics are present in the case of:

(a) the view;

(3 marks)

(b) the use of the footpath;

(4 marks)

(c) parking the car.

(4 marks)

(Total: 11 marks)

3. Explain:

(a) whether Harry is able to object to the way that the fence was being constructed and, if so, on what grounds;

(4 marks)

(b) if he can object, what would be Harry's legal remedies against George.

(2 marks)

(Total: 6 marks)

4. If Ivan did carry out his promise to give Harry a legal right to share his driveway and park a car there, explain:

(a) what legal right would be given;

(1 mark)

(b) how would it be created;

(2 marks)

(c) how would it be recorded to protect future owners of Goldenshore.

(3 marks)

(Total: 6 marks)

(Total Marks for Scenario 3: 30 marks)

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