



**CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma**

**Unit 9 – Land Law**

**Question paper**

**June 2024**

**Time allowed: 3 hours and 15 minutes (includes 15 minutes reading time)**

**Instructions and information**

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- There are **two** sections in this question paper — Section A and Section B. Each section has four questions.
- You must answer **four** of the eight questions — at least **one** question must be from **Section A** and at least **one** question must be from **Section B**.
- This question paper is out of 100 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to make notes on your scrap paper during the examination.
- A basic calculator is provided should you require the use of one.
- You can use your own unmarked copy of the following designated statute book — You can use your own unmarked copy of the following designated statute book – ***Blackstone’s Statutes on Property Law 2022 -2023 31st edition, Meryl Thomas, Oxford University Press, 2023.***
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

**Turn over**

## SECTION A

Answer at least one question from this section.

1. Critically analyse:

(a) the concept of relativity of title;

*(9 marks)*

(b) what constitutes 'land'.

*(16 marks)*

*(Total: 25 marks)*

2. Critically evaluate the extent to which the law relating to different methods of severing a co-owner's share is clear and coherent.

*(25 marks)*

3. Critically assess how true it is to say that legal interests bind the world and equitable interests can never be enforced against a bona fide purchaser for value, in relation to:

(a) unregistered land;

*(10 marks)*

(b) registered land.

*(15 marks)*

*(Total: 25 marks)*

4. Critically analyse the extent to which the courts have established a clear basis on which to determine the appropriate remedy to award in a successful claim for proprietary estoppel.

*(25 marks)*

## SECTION B

Answer at least one question from this section.

### Question 1

Abby and Brian met in 2008 and began a romantic relationship soon afterwards. In 2012, they decided to move in together. They purchased 23, The Crescent, a four-bedroomed house, for a total price of £340,000. The property is registered in Brian's sole name. Brian provided £70,000 as a deposit and the rest of the purchase was funded by a mortgage in Brian's sole name. Since 2012, Brian has paid every single instalment of the mortgage. Abby has always paid the vast majority of the household bills and pays for food shopping and other everyday expenses. Since the birth of their son in 2016, Abby has paid all childcare expenses. Abby is also a keen DIY enthusiast and has redecorated a number of rooms in the house as well as remodelling the garden. In 2018, Brian and Abby purchased a holiday cottage in Cornwall at a price of £180,000. Brian contributed £120,000 to the purchase and Abby contributed £60,000. The property was registered in Brian and Abby's joint names.

In early 2024, Brian and Abby's relationship broke down. Brian has told Abby that he plans to sell both 23, The Crescent and the holiday cottage in Cornwall. He has said to Abby that as the house was in his sole name, she will not receive a share of the proceeds of sale but that "As you paid a third toward the cottage, I'll give you a third of what I get for it." Abby believes that she is entitled to a half share in both properties. Abby has also said that the only reason 23, The Crescent was purchased in Brian's sole name was because Brian could take advantage of a tax deduction for being a first-time buyer, which Abby was not entitled to. Brian disputes this.

Advise Abby.

**(25 marks)**

**Turn over**

## Question 2

Eduardo is the owner of Dewthorn Manor, a large manor house in the countryside near Kempston. The property comprises a large manor house, an extensive set of outbuildings known as 'The Stables' and a large open space known as 'North Paddock'.

In 2014, Eduardo agreed with Femi, who owns a garage half a mile away, that Femi could store vehicles and car parts in The Stables. Eduardo and Femi recorded the agreement in a written contract, which they both signed.

In 2017, Eduardo let the North Paddock to Gergana, who used the land to exercise her horses. When discussing the potential lease, Eduardo agreed with Gergana that she could ride her horses from the main road across the driveway owned by Dewthorn Manor in order to access the North Paddock from a side road. The only other way of accessing the North Paddock involves crossing a busy dual carriageway.

Eduardo has now sold Dewthorn Manor to Hallie. Hallie has told Femi to stop using The Stables for storage and has told Gergana she cannot cross the driveway with her horses. Gergana is furious and has said "Riders have been using that access for the last 200 years!"

Advise Hallie.

**(25 marks)**

### Question 3

Jenny was the registered freehold owner of a large piece of 'brownfield' land that had formerly been used for light industry. In 2011, Jenny built a small business park on the land, consisting of four small warehouses. She also built a small residential bungalow adjoining the business park.

Jenny maintained ownership of Warehouse A for her own business and has chosen to live in the bungalow. Jenny transferred the freehold of Warehouse A to her own limited company, 'Jenny's Jewellery'. Jenny immediately sold the freehold of the other three warehouses to three other companies. All three companies have since sold their warehouses on to a successor in title.

Warehouse B was purchased in 2021 by Krazy Krafts Plc (KKP), wholesalers of hobby and craft supplies. Warehouse C was sold in 2022 to Limesand Levels Ltd (LLL), a building firm. Warehouse D was sold to Marcus in 2023. Marcus is a carpenter who operates as a sole trader.

In all four warehouse conveyances, Jenny included the following covenants.

- The owner hereby covenants to operate machinery between the hours of 8 am and 6 pm only.
- The owner hereby covenants to pay 25% of the cost of maintaining the private road serving the business park and bungalow.
- The owner hereby covenants to not apply for planning permission to develop the land without the consent of the owners of the other warehouses on the business park.

Six months ago, Jenny emigrated to Australia. Jenny's Jewellery sold the freehold of Warehouse A to Nautilus Nautical Marine Services (NNMS). Jenny sold the freehold of the bungalow to Opal.

NNMS are angry that Marcus often works late into the night, using electric saws. This has affected their employees' ability to hold evening receptions at their warehouse for VIP customers. Two months ago, Opal received a bill of £4,000 for the annual maintenance for the private road. Opal sent a demand for £1,000 to KKP, LLL, Marcus and NNMS but KKP have not paid the £1,000.

NNMS are also angry that LLL recently applied for planning permission to expand their warehouse without seeking permission from NNMS.

Advise NNMS and Opal.

**(25 marks)**

#### Question 4

Russell and his wife Suzanne purchased their house in 2019 for a total price of £360,000. Russell and Suzanne provided a £50,000 deposit and funded the rest of the purchase through a combination of two mortgages. Suzanne was able to obtain a mortgage of £280,000 at an interest rate of 4%, which was the average interest rate at the time. This was provided by Towersafe Building Society (TBS). The mortgage was created by deed on 23 May 2019 and was registered on 14 July 2019.

In order to fund the remaining £30,000, Russell obtained a mortgage from Unusual Loans Plc (ULP). Russell had a very poor credit rating and ULP told him they would be willing to lend the money only at an interest rate of 16%. Russell agreed. The mortgage was created by deed on 17 June 2019 and was registered on 24 June 2019.

Suzanne and Russell have had financial problems in recent years and have found it increasingly difficult to make the scheduled mortgage repayments. While they have been able to continue to pay TBS, Russell has failed to make the last two monthly repayments to ULP. When ULP contacted Russell to demand these payments, Russell told them "I'm going to court because it's not a fair mortgage anyway."

Advise ULP as to:

(a) whether the court is likely to vary the terms of the mortgage;

**(9 marks)**

(b) whether ULP can take immediate possession of the property if Russell remains in arrears;

**(11 marks)**

(c) if the property is sold, whether ULP has priority in relation to the proceeds of sale.

**(5 marks)**

**(Total: 25 marks)**

**End of the examination**