

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 the question paper fully.** However, you may make notes on the question paper or in your answer booklet during this time, if you wish.
- **The 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 in Section B ONLY.**
- Write in full sentences – a yes or no answer will earn no marks.
- Candidates must comply with ILEX 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 ball point 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 ILEX qualifications: **LEVEL 3 CERTIFICATE IN LAW AND PRACTICE** and **LEVEL 3 PROFESSIONAL DIPLOMA IN LAW AND PRACTICE**

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SECTION A

(Answer ALL questions in Section A)

1. Describe briefly **one** of the legal interests listed in s.1(2) Law of Property Act 1925.
(2 marks)
2. Outline **two** differences between joint tenancy and tenancy in common.
(4 marks)
3. What is meant by 'real property'?
(1 mark)
4. Name and briefly describe **two** of the classes of leasehold title which exist for registered land.
(4 marks)
5. In relation to registered land, what is meant by 'an interest which overrides'? Illustrate your answer with an example.
(4 marks)
6. Describe **two** ways in which an easement can be discharged.
(4 marks)
7. Outline **one** example of how an implied easement can be created.
(3 marks)
8. Define what is meant by a covenant in respect of freehold land. Illustrate your answer with an example of a covenant.
(4 marks)
9. What are the main characteristics of an endowment mortgage?
(4 marks)
10. Give an example of when a deed must be used in relation to a land transaction.
(1 mark)
11. When there is a trust of land who holds:
 - (a) the legal title.
(1 mark)
 - (b) the equitable title.
(1 mark)
12. Outline **four** features of a 'commonhold'.
(4 marks)
13. What is meant by the 'mirror principle' in relation to the land register for registered land?
(3 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

Your firm is consulted by Alec. He tells you that he became engaged to Belinda several years ago. After that he moved, at her invitation, into the freehold house which she owned and which was registered in her sole name. The house remains registered in her sole name. She told him when he moved in that, if he helped with renovation work and paid his share of the bills, he would always have a home there with her. Relying on this promise, he regularly paid part of the mortgage instalments. He also purchased materials and did building work to add an extension to the house which increased its value.

Belinda and Alec are still cohabiting and have no children. Recently they have quarrelled. Belinda has ended the engagement. She has told Alec to leave as she intends to sell the house and will be putting it on the market shortly. Alec does not want to leave. He has nowhere else to go and feels sure that he must be entitled to some share in the house. He also wants to ensure that Belinda cannot sell the house without his interests (if any) being recognised and any purchaser being notified of them.

He needs advice on his position.

Scenario 1 Questions

1. Explain to Alec whether he can claim any interest in Belinda's house. Illustrate your answer with relevant case law.

(10 marks)
2. If Alec does have an interest:
 - (a) What step should he take before the sale to protect it against a purchaser?

(1 mark)
 - (b) What warning will such a step give to a purchaser?

(3 marks)
 - (c) Give **three** factors the court might take into account when assessing the size of Alec's interest. Illustrate your answer with relevant case law.

(4 marks)
 - (d) If Alec and Belinda were married rather than cohabiting:
 - (i) What special right would he have to occupy the house?

(1 mark)
 - (ii) How could a purchaser be warned of this?

(1 mark)
3. In connection with the sale, Belinda has been asked by her lawyer to complete a list of 'fixtures' which she will remove.
 - (a) Why did the lawyer ask her for the list?

(2 marks)
 - (b) Outline how the law assesses whether an item is a fixture. In your answer give an example of a fixture.

(4 marks)
4. Belinda has a mortgage secured by a legal charge on her house. Where would this be shown in the land register entries for the house?

(1 mark)
5. Name **three** remedies available to the lender if Belinda fails to keep up the repayments on her mortgage.

(3 marks)

(Total Marks for Scenario 1: 30 marks)

Turn over

Scenario 2

Jim owns a freehold house. He bought it when he retired from work. In retirement he took up the hobby of painting pictures of flowers and the countryside. He occasionally sells these to friends.

Max owns the freehold house next door and is a keen gardener. Jim often goes to sit in Max's back garden in order to paint pictures. Yesterday Max told Jim that he was not to enter the garden any more. Jim was very disappointed. He told Max that he had heard the term 'easement' and was sure he had a legal right to sit in the garden.

Jim's neighbour on the other side is Charlotte. She owns a strip of freehold land behind Jim's property. Jim has for some time parked his touring caravan on the land. He had intended, after renovating it, to take it away from time to time to use for holidays. However, he has never carried out his plans, so the caravan has always stayed on the land. Charlotte has now told him that he must remove the caravan immediately and permanently as she wants to park her own car there.

Jim has decided to fix a new satellite dish to his house. This will overhang Charlotte's roof. Charlotte objects to this, though no damage will be caused to her roof.

While digging in his garden, Jim found a seam of silver underneath the surface.

Scenario 2 Questions

1. Explain to Jim, illustrating your answer with relevant case law:
- (a) The essential characteristics of an easement; **(6 marks)**
 - (b) Whether, in view of these characteristics, he can claim an easement to:
 - (i) sit in Max's garden; **(3 marks)**
 - (ii) park his caravan on Charlotte's land. **(3 marks)**
2. (a) Explain whether Charlotte can object to Jim's satellite dish overhanging her roof. **(4 marks)**
- (b) If so, what remedy could she seek to prevent it? **(1 mark)**
3. (a) Explain whether or not Jim is the legal owner of the silver. **(3 marks)**
- (b) Explain whether your answer would be different if the seam was of sand rather than silver? **(3 marks)**
4. When Jim bought his property, his lawyer gave him an official copy of the land register for it.
- (a) What are the **three** registers on that official copy? **(3 marks)**
 - (b) Give **one** example of information shown in each of them. **(3 marks)**
 - (c) How from the register could Jim check the physical extent and position of his land? **(1 mark)**

(Total Marks for Scenario 2: 30 marks)

Turn over

Scenario 3

Sanjay owns a freehold house in his sole name. He bought it from Una. The house was originally built by Tom on part of his back garden. Tom had then sold the house to Una. Later Tom sold to Vincent the remainder of the garden which Tom had retained.

When Tom sold the house to Una she agreed in the deed of sale:

'For the benefit and protection of Tom's retained land not to make any external additions or alterations to the house'.

When Una sold the house to Sanjay, she told him about this prohibition on alterations.

Sanjay now wants to build an extension on to the side of his house. To finance this, last year he borrowed money from the Kempston Bank plc secured by a first legal charge on the house.

Vincent has learned of Sanjay's building plans. Vincent says that he intends to stop them, claiming that he has the benefit of Tom's agreement with Una. Sanjay says that he has a right to do what he likes with his own house. He points out that the agreement was made between Una and Tom, not with himself, so he is sure that it has nothing to do with him.

Scenario 3 Questions

1. When Sanjay bought his house, how would he have checked Una's title to ensure that he could sell if the house had:
 - (a) Unregistered title?

(4 marks)
 - (b) Registered title?

(2 marks)

2. (a) Name the **three** ways in which the benefit of a covenant can pass in equity.

(3 marks)

(b) What conditions must be met to enable Vincent to enforce the agreement between Una and Tom against Sanjay in equity?

(6 marks)

3. Sanjay has fallen behind with his mortgage repayments. Explain in what circumstances Kempston Bank plc would be able to sell Sanjay's house.

(6 marks)

4. Suppose that Sanjay already owned his house with an unregistered title when he created the first legal charge over it to Kempston Bank plc.

Explain as a consequence what step his lawyer (who also acted for the Bank) would be required to take in respect of his title.

(3 marks)

5. Sanjay is considering leasing out his house to provide an income. Outline **two** differences between a freehold estate and a leasehold estate.

(6 marks)

(Total Marks for Scenario 3: 30 marks)

End of Examination Paper

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