



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 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 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 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 CILEx qualifications: **LEVEL 3 CERTIFICATE IN LAW AND PRACTICE** and **LEVEL 3 PROFESSIONAL DIPLOMA IN LAW AND PRACTICE**

BLANK PAGE

StudentBounty.com

SECTION A

(Answer ALL questions in Section A)

1. Name the classes of registered leasehold title.
(4 marks)
2. What are the 'four unities' and to what form of co-ownership do they refer?
(5 marks)
3. State what documents can form a 'good root of title' and when a landowner must show a good root of title.
(4 marks)
4. Name **one** of the legal estates and **three** of the legal interests in land listed in s.1 Law of Property Act 1925.
(4 marks)
5. What are the main features of a capital repayment mortgage?
(4 marks)
6. What document is required to transfer legal ownership of land and what formalities are required for such a document?
(4 marks)
7. Name the body with the statutory power under s.84 Law of Property Act 1925 to terminate or modify a freehold covenant. Outline **two** of the grounds on which this body can exercise this power.
(5 marks)
8. (a) A landowner sells part of his land and retains the rest. The transfer contains a new express easement.

Which, out of the land sold and the land retained, would benefit from:

(i) grant of the easement; and
(1 mark)

(ii) reservation of the easement?
(1 mark)
- (b) What are the **three** methods under which an easement can be claimed by prescription?
(3 marks)
(Total: 5 marks)
9. Explain whether the common law presumption that the landowner has ownership above his land up to the heavens still applies today.
(5 marks)

(Total Marks for Section A: 40 marks)

SECTION B

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

Scenario 1

Jane has recently bought 'Meadow Cottage' from Kate. This is a freehold house with registered title. After moving in, Jane was concerned to see that Len, her next door neighbour, was parking a number of cars on land forming part of the back garden of Meadow Cottage. This meant that she could not use the piece of her garden occupied by the cars. When she protested to Len, he said that he had been parking there for some time, so was sure he had a legal right to do so. He admitted that Kate had never given him express permission to park there.

Jane was concerned about Len's activities and asked for help from her friend Darren, who was studying law. Darren checked the land register entries for Meadow Cottage but these said nothing about parking. So Darren said that, for Len to be successful in claiming a legal right to park, this depended on whether Len could show that the essential characteristics of that right existed.

Jane mentioned another problem. Originally Kate had owned a field at the rear of Meadow Cottage. Kate had sold the field separately to Tom a year before selling Meadow Cottage to Jane. Now Jane has several times seen Tom walking across a path through her front and back gardens to reach the road in front of her house. When she challenged him, Tom told her that it was his only route to and from the road and that without crossing her property he had no way to get to his field. He had regularly walked along the path since he bought the field. Kate had been aware of this though had not given him express permission for this use.

Scenario 1 Questions

1. Explain what legal right is being claimed by both Len and Tom and the essential characteristics of such legal right.

(8 marks)

2. Explain whether Len can demonstrate that the essential characteristics exist in his circumstances.

(7 marks)

3. Assume that Tom can demonstrate that his claim has the necessary characteristics.

In the circumstances of the scenario explain in what ways he could have acquired his legal right.

(10 marks)

4. Explain in what ways Tom's legal right could be brought to an end.

(5 marks)

(Total Marks for Scenario 1: 30 marks)

Scenario 2

Sarah owned two detached houses, Numbers 1 and 2 Trees Road which are adjacent to each other. Both houses have registered freehold title.

There is a wall between the front garden of Number 1 and Trees Road. Sarah sold Number 1 to Dick, but retained Number 2 where she lived. In the transfer to him, Dick covenanted with Sarah as follows:

'for the benefit of Number 2 Trees Road:

- (a) not to let the front garden wall of Number 1 Trees Road fall into disrepair; and
- (b) to keep the front garden of Number 1 tidy'.

Sarah had always been proud of the appearance of her two houses, which is why she had insisted that Dick made the covenant with her. Also she wanted to maintain the market value of Number 2 in case she needed to sell it in the future and wanted to attract purchasers.

Six months ago, Dick sold Number 1 to Tom. Sarah had been away during that time and has just returned. She is concerned to see that the front garden of Number 1 is very untidy and the wall is badly in need of repair. She immediately contacted Dick about this. He said that he is not responsible as he no longer owns Number 1 and the garden and the wall were in good condition when he sold to Tom.

After Sarah returned home (to Number 2) her sister, Molly, became ill. Sarah invited Molly to stay with her while she recovered. Molly came to stay for six months, occupying the spare bedroom, and Sarah looked after her until she left. Molly did not pay Sarah anything for this.

Scenario 2 Questions

1. When Sarah sold Number 1 to Dick, she sold him a registered freehold. What advantages were there to Dick in buying a registered title?
(5 marks)

2. Explain:

(a) the nature of a covenant;

(2 marks)

(b) whether Sarah can enforce the covenants against either Dick or Tom.

(9 marks)

(Total: 11 marks)

3. On Sarah's return, she had noticed the state of the front garden and the wall. Suppose, however, that she was very busy and did not contact Dick or Tom for over a year.

Explain whether this would make any difference to her ability to enforce the covenant against either Dick or Tom.

(6 marks)

4. Explain the significance of an overriding interest under the Land Registration Act 2002. Explain whether Molly can claim an overriding interest in Sarah's house.

(8 marks)

(Total Marks for Scenario 2: 30 marks)

Scenario 3

Abdul and Farah, a brother and sister, bought a house together from Bill and his wife. The house (Number 10 Lilac Avenue) had registered freehold title. It was transferred to them as legal and equitable joint tenants and registered in their joint names. They had each contributed equally to the purchase price from their savings, while the rest of the cost of the house was raised through a small mortgage in their joint names with the Kempston Bank plc.

They moved in and were pleased with the house, though were surprised to see that Bill had removed some bushes which had been growing in the garden as nothing had been said about this before the sale.

Abdul and Farah both occupied the house but a year later, Farah moved out as she was about to marry Raj and live with him in his own house. After her marriage, Farah made a valid will leaving 'all my property to my husband Raj'. She died six months afterwards.

Abdul continued to occupy 10 Lilac Avenue on his own but was then joined by his girlfriend, Dora. Abdul had promised Dora that she would always have a home with him and that he would transfer the house into their joint names once he had agreed matters with Raj, who was claiming a share in the house. Relying on Abdul's promise, Dora gave up her place in a rented flat which she shared with friends, moved in to live with Abdul and paid part of the monthly mortgage instalments. Abdul has not yet transferred the house into the names of himself and Dora.

Both Raj and Dora have now quarrelled with Abdul. They each insist that they have an interest in the house at 10 Lilac Avenue and that it should be sold so that they can take their share of the proceeds. Abdul has refused to sell, saying that he alone is entitled to the house, and they will have to fight him in court if necessary.

Scenario 3 Questions

1. Explain whether Bill was entitled to remove the bushes from the garden.
(8 marks)

2. Explain whether the following can claim an interest in 10 Lilac Avenue:

(a) Raj;
(6 marks)

(b) Dora.
(6 marks)

(Total: 12 marks)

3. If either Raj or Dora can claim a share in the house, explain:

(a) under what section of what Act they could apply to court for an order to sell the property and why they are able to do so;
(4 marks)

(b) what factors under this Act, relevant to the facts of the scenario, the court would use in considering an application.
(6 marks)

(Total: 10 marks)

(Total Marks for Scenario 3: 30 marks)

End of Examination Paper

BLANK PAGE

StudentBounty.com

BLANK PAGE

StudentBounty.com

BLANK PAGE

StudentBounty.com