



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 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**, **LEVEL 3 PROFESSIONAL DIPLOMA IN LAW AND PRACTICE**

SECTION A

(Answer ALL questions in Section A)

1. What is meant by a 'clog on the equity of redemption'?
(4 marks)
2. Outline **two** ways in which an easement can be ended.
(4 marks)
3. What is meant by 'real property'?
(3 marks)
4. State the **two** forms of co-ownership of land and **two** of the differences between them.
(4 marks)
5. In the case of covenants in freehold land:
 - (a) who, out of the covenantor and the covenantee, has:
 - (i) the benefit of the covenant;
(1 mark)
 - (ii) the burden of the covenant?
(1 mark)
 - (b) state what is meant by a positive covenant, giving an example.
(2 marks)**(Total: 4 marks)**
6. Name the **three** registers which comprise the land register for a property.
(3 marks)
7. Give **two** of the classes of title available for registered freehold title outlining the circumstances in which each class is awarded.
(4 marks)
8. Give **two** features of the commonhold system stating to what type of property this would apply.
(3 marks)
9. What are the statutory requirements for a valid contract for the sale of land?
(4 marks)

10. State **three** examples of the types of transaction which require compulsory first registration of title under the Land Registration Act 2002.
(3 marks)

11. State the type of land to which the Land Charges Register applies, giving an example of an interest which could be recorded in that Register.
(2 marks)

12. Give **two** examples of items found lying below freehold land to which the owner of the freehold land is **not** entitled.
(2 marks)

(Total Marks for Section A: 40 marks)

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SECTION B

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

Scenario 1

Bob owns a cottage on land next to Kempston Towers, a stately home. Both properties are freehold with registered title. Bob bought his cottage in 1980.

To increase his income Bob has a van from which he sells hot food such as pies and sausages. Every weekend for many years, he has parked his van near the main road on land belonging to Kempston Towers and has traded from there.

Every Wednesday Bob takes a short cut from his cottage across a field belonging to Kempston Towers to reach the nearby village. He uses a path which is clearly visible.

Kempston Towers has recently been bought by Lord Candle. He was horrified to discover Bob's activities and told him that he was trespassing and must stop immediately. Bob said he had been trading from his van at the same place for many years. Bob also said he had been using the path ever since he bought his cottage. There had never been any objection to either of these activities from the previous owner. Therefore Bob was sure that he had legal rights to trade from his van and to cross the field and he would continue to do so.

James lives five miles away. He comes regularly to Kempston Towers' land to collect fallen timber which he uses for his hobby of wood carving. When Lord Candle saw him and told him to stop, James said that the previous owner of Kempston Towers had expressly granted to him by deed the right to collect wood.

Scenario 1 Questions

1. Explain:
 - (a) what legal right James is claiming;
(3 marks)
 - (b) how Lord Candle would check whether the right which James is claiming is binding on him.
(2 marks)**(Total: 5 marks)**

 2. What legal rights is Bob claiming and what are the characteristics of such legal rights?
(7 marks)

 3. Explain whether Bob can show that these characteristics exist in respect of trading from his van and walking across the path.
(6 marks)

 4. If Bob can show the characteristics, and he says he has used the path since 1980, what is the name given to a claim for a legal right on this basis and what would he need to show to be successful?
(7 marks)

 5. If Bob does have a legal right, explain in what circumstances this would be binding on Lord Candle as proprietor of Kempston Towers.
(5 marks)
- (Total Marks for Scenario 1: 30 marks)**

Scenario 2

1 Moss Street is a freehold house with registered title. In 1990 Susan owned the property and at that time it had a very large piece of garden down one side. Some years later Susan sold part of the side garden to Thomas, retaining the house and the rest of the land. In the transfer to him, Thomas covenanted:

“for the benefit of 1 Moss Street not to park any caravan or boat on the land hereby transferred and not to use it for any business whatsoever”.

The covenant was registered against Thomas’ title.

Susan continued to live in 1 Moss Street after the sale of part of the garden to Thomas.

After five years Thomas transferred ownership of the land to Betty. Susan was then concerned to see that Betty was parking a caravan on the land. She also learned of Betty’s plans to raise chickens there to sell in the local market. Susan reminded Betty of the covenant but Betty said that it did not apply to her and she could do what she wanted with her own land. Betty pointed out that, in many cases, owners of properties in the neighbourhood were running part-time businesses from home and had parked boats and caravans in their gardens.

Susan was so disappointed in the general change in the area that, in 2000, she sold 1 Moss Street to Charles. Charles felt concern about Betty’s activities and also about her intention to erect a sign advertising her business since this would overhang his property. In addition, when digging to provide foundations for some chicken sheds, Betty has tunnelled into part of the front garden of 1 Moss Street.

Scenario 2 Questions

1. Explain whether, while Susan was still the owner of 1 Moss Street, the necessary conditions were present to enable Susan to enforce the covenants against Betty.

(8 marks)

2. Explain whether the right to enforce the covenants passed to Charles when he became the owner of 1 Moss Street.

(8 marks)

3. Betty wishes the covenants to be discharged but Charles will not agree. How, in the circumstances of the scenario, could the covenants be discharged?

(6 marks)

4. Explain:

(a) whether Charles is entitled to object to:

(i) Betty's advertising sign;

(4 marks)

(ii) her tunnelling into his front garden.

(2 marks)

(b) what remedies he might seek.

(2 marks)

(Total: 8 marks)

(Total Marks for Scenario 2: 30 marks)

Scenario 3

Rima and Abdul, who were engaged to be married, bought a freehold house together for £250,000. Rima contributed £200,000 and Abdul contributed £50,000 from a recent legacy which he had received. The house was registered in Rima's sole name. They had plans to carry out some conversion work to the house to increase its value, but in the meantime they moved into the house and lived there together. Abdul, who was on a very low wage, only paid for their food and did some of the domestic chores.

Later the couple quarrelled and Rima told Abdul to leave, saying "This is my house and you must go when I say so". Abdul left but said that he would pursue his rights and claim a share in the house.

Rima then borrowed money from Kempston Bank plc, secured by a legal charge on the house, to fund the conversion work. Before the work started Rima became friendly with Tony, a carpenter, who was looking for accommodation. She invited him to live in the house promising that he could stay as long as he wanted if he would pay a share of household expenses and help with the conversion. Tony agreed and moved to Rima's house. He paid a regular contribution to the mortgage instalments and reduced the cost of the conversion by doing some of the work himself.

Tony then lost his job so was unable to make any more financial contributions. At the same time, Rima's salary at work was reduced so that she fell behind with the mortgage repayments.

Rima told Tony that he must leave so that she could find someone else to help with the running costs of the house. He said that he was sure that he could claim a share in the house in view of the circumstances.

Scenario 3 Questions

1. What advice should have been given to Rima and Abdul about the most appropriate method for them of owning property jointly?
(5 marks)
2. Explain what interest, if any, Abdul has in the house and how any such interest would be valued.
(6 marks)
3. Explain what interest, if any, Tony has in the house.
(5 marks)
4. If Tony does have an interest in the house, explain how such interest would be valued by the court, giving **three** examples of the factors used in such valuation.
(5 marks)
5. Kempston Bank plc is now threatening to exercise its power of sale to sell Rima's house.
 - (a) Explain:
 - (i) in what circumstances it can do so;
(4 marks)
 - (ii) the Bank's duty when selling.
(3 marks)
 - (b) Name **two** other remedies which the Bank could use to recover unpaid instalments.
(2 marks)

(Total: 9 marks)

(Total Marks for Scenario 3: 30 marks)

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