

New Level 5 Sample Assignments

Unit 1 Land Law and Conveyancing

Question 1

Polly is buying two properties,

At the point of exchanging of contracts with property 1, Polly becomes the beneficial owner of the property. However, she neglects to arrange buildings insurance. Before completion, a fire damages the property significantly, leaving it uninhabitable.

In relation to property 2, the surveyor identifies significant structural issues in the property she plans to buy, including subsidence. her solicitor informs her of the findings before the exchange of contracts. However, the seller refuses to renegotiate the price or undertake repairs.

Advise Polly what her position is in relation to both properties.

15 marks

Answer – property 1

Buyer's Responsibility:

- Under case law such as **Geldof v Grundy (1995)**, Polly is responsible for insuring the property from the moment contracts are exchanged. 1 mark for case law 2 marks for explanation
- Failure to insure leaves her liable for repair costs or potential loss of the property. 1 mark

Resolution:

- Polly should negotiate with the seller for a reduction in price due to the fire damage. 1 mark
- If the contract includes an insurance clause, 1 mark
- Polly may seek remedies for the seller's failure to maintain insurance. 1 mark

Answer – property 2

Survey Findings:

- The survey report highlights material issues that may affect the property's value and safety. 1 mark
- Polly's solicitor has a duty to inform her of the findings and discuss potential remedies. 1 mark

Legal Options:

- Polly can request price renegotiation 1 mark
- or that the seller funds repairs. 1 mark

- If the seller refuses, Polly can either
- proceed at her own risk or **1 mark**
- withdraw before exchange, avoiding penalties. **1 mark**

Case Law Reference:

- **Smith v Bush (1990)** underscores the importance of relying on accurate surveys. Polly can hold the surveyor liable for negligence if the report fails to disclose critical defects. **1 mark for case 1 mark for application**

(Total Marks 15)

Jacob buys a house with a driveway but later discovers that his neighbour, Lisa, has the right to use it for access to her garage. Jacob is frustrated and wants to know why Lisa has this right and whether he can stop her from using it.

Explain what an easement is, how it is created, and whether Jacob can stop Lisa from using the driveway.

15 marks

Answer:

- **Definition of an Easement:**
 - A right that one landowner has over another's land (e.g., right of way, right to light). **2 marks**
 - Must involve two pieces of land: a **dominant** (benefiting) and **servient** (burdened) tenement. **2 marks**
 - Governed by **Section 1(2)(a) of the Law of Property Act 1925**. **2 marks**
- **Creation of Easements:**
 - **Express Grant:** Written agreement between landowners. **1 mark**
 - **Implied Grant:** Arises from necessity (e.g., landlocked property needing access). **1 mark**
 - **Prescription:** Long-term use (at least 20 years) without permission. **1 mark**
- **Can Jacob Stop Lisa?**
 - If Lisa's right was created by **express grant** or **prescription**, Jacob cannot stop her. **2 marks**
 - If there is no formal easement, Jacob can challenge her use in court. **2 marks**
 - If the easement is **unregistered**, Jacob may have a case if he is a bona fide purchaser. **2 marks**

(15 marks)

Unit 2 Matrimonial and Civil Partnership

Kush and Kimea have been in a relationship together for 20 years. They have been married for 15 years. They have one child together, Teddy, who is 8 years old. Kush

and Kimea are both employed by National Rail. They both earn £52,000 per year. They both have similar pension pots. They have never bought a house together and have always rented a family home. Kush does however own a small, terraced property that he bought with inheritance prior to meeting Kimea. Kimea suggested to Kush that he should have half of the value of the terraced property as when married couples divorce, they split everything down the middle. Kush does not agree with this. Kush and Kimea have approximately £150,000 in investments which they have been paying in equal amounts since they married.

Kush and Kimea have amicably decided that the marriage is over. They therefore want to get divorced so that they can both move on. When they initially separated, they had 50/50 shared care of Teddy. This was based on agreement without the involvement of the courts.

Kimea has informed Kush that at the beginning of the next school year he intends to move away to Cornwall, which is approximately 300 miles from where they currently live. Kimea has said that he wants Teddy to live with him in Cornwall. Kimea has suggested that Teddy can spend school holidays with Kush. Kimea says this is a better opportunity for Teddy as there are better schools in Cornwall and also it is closer to Kimea's family. Kush's family live more locally to where they currently live. Kush is devastated by this news from Kimea and says he will do all he can to stop this happening so that Kimea does not take Teddy away from him.

Despite Kush and Kimea separating amicably, Kush's father has very much taken Kimea's side to such an extent that he become increasingly abusive towards Kush. He keeps sending him abusive messages via phone/WhatsApp/social media. Most recently, he came round to the house and threatened to knock him out if he did not pull himself together and sort his marriage out. Teddy was present at the time of the incident.

It transpires that Kimea has met someone post he and Kush separating. His new partner, Anton, lives in Cornwall. Kimea knows that he needs to let the dust settle but once divorced, he intends to buy a house with Anton in Cornwall. Anton will not be paying towards the purchase price of the property but will pay towards the mortgage.

Question 1: In relation to the matter of divorce, advise Kush

- a) Whether he can apply for divorce, on what ground and how to apply. (3 marks)
- b) Whether he can apply for a financial order to resolve the financial issues, if so, what orders can he apply for and how to apply. (7 marks)
- c) What the court considers when determining an application for a financial order (5 marks)

(15 marks)

Question 1 (a) – 3 marks

- There is nothing to suggest that the marriage between Kush and Kimea does not meet legal requirements and therefore based on the information in the scenario the marriage is valid (1 mark)
- There is only one ground for divorce and that is that the marriage has irretrievably broken down. Section 1 Divorce and Dissolution and Separation Act 2020 substitutes section 1 Matrimonial Causes Act 1973 and removes the requirement to rely on a fact in support of the ground for divorce. (1 mark)
- Apply online or complete form D8 – there is also a court fee to pay. (1 mark)

Question 1 (b) – 7 marks

- Kush can apply for a financial order once the conditional order has been made in the divorce proceedings (1 mark)
- Kush could apply for a lump sum order in respect of the investments he and Kimea have (1 mark)
- They do not own property together and as the house Kush owns was bought pre-marriage and with inheritance, it is unlikely that Kimea will be able to make a claim on it (1 mark)
- Normally before applying to court there is a legal requirement to attend an initial mediation meeting – a mediation information and assessment meeting (MIAM) (1 mark)
- Considering the MIAM exemptions set out in Part 3 paragraph 3.8 Family Procedure Rules 2010, none apply to Kush's circumstances and therefore he must attend a MIAM before applying for a financial order (2 marks)
[Marker may wish to award 1 mark if the learner states he must attend a MIAM but does not mention the Family Procedure Rules]
- To apply to court, a Form A is to be lodged with the court (1 mark)

Question 1 (c) – 5 marks

- The starting point is that all assets are divided equally (1 mark)
- There should be a fair outcome. The court will consider needs, compensation and entitlement of sharing of assets [as laid out in Miller v Miller: McFarlane v McFarlane 2006] (1 mark)
- The factors the court considers are set out in section 25 (2) Matrimonial Causes Act 1973:
 - a) Income/earning capacity/property and other financial resources have and are likely to have in the foreseeable future
 - b) Financial needs, obligations, responsibilities each have and are likely to have in the foreseeable future
 - c) Standard of living before the marriage breakdown
 - d) Age of each party and duration of the marriage

- e) Any physical or mental disability
- f) Contributions made to the welfare of the family
- g) Conduct of each party if that conduct is such that it would be inequitable to disregard
- h) The value of for example a pension which by reason of the divorce the other person will lose the chance of acquiring

Unit 3 EU and Public Law

Justice4U Ltd has taken on a case involving a government department that introduced post-Brexit regulations affecting business owners. Their client believes Parliament was bypassed when the regulations were made and that the rules violate principles of good governance and the rule of law and that the separation of powers is affected. Kayman May and Jo are asked by the client to:

- a) Write a report to Steve on the current post-Brexit regulations and whether these can be challenged due to their concerns about parliamentary accountability and governance.
- b) Explain to them how the separation of powers is affected by the government's approach to post-Brexit regulation-making;
- c) Steve asks Maya to critically assess the extent to which Brexit has impacted constitutional principles such as parliamentary sovereignty and rule of law in the UK. She is to report back to him and the clients in their next meeting.

Question 1 (20 Marks)

Prepare a report to advise Steve on whether the new post-Brexit regulations could be challenged based on concerns about parliamentary accountability and governance.

Answer Plan

- Post-Brexit regulatory framework:
 - EU (Withdrawal) Act 2018 allows ministers wide powers ("Henry VIII clauses") to amend law. (2 marks one for each point)
- Governance concern:
 - Excessive use of delegated legislation reduces parliamentary scrutiny. (2 marks one mark each for any relevant concerns raised)
- Accountability principles:
 - Parliament should scrutinise law-making to protect rule of law. (1 mark)
- Delegated legislation:
 - Negative procedure = least scrutiny (can become law automatically unless annulled). (1 mark)

- Affirmative procedure = slightly more scrutiny but still weaker than full Act. (1 mark)
- Judicial review possible if regulation is ultra vires:
 - Beyond powers granted by enabling Act. (2 marks)
- Grounds for JR:
 - Illegality (wrongful use of Henry VIII powers). (2 marks for each point)
 - Procedural impropriety (e.g., failure to consult as required). (1 mark)
- Rule of law demands laws be clear, accessible, predictable. (1 mark)
- If regulations undermine legal certainty → governance failure. (2 marks for both points)
- Parliamentary sovereignty requires Parliament, not Executive, to make primary laws. (1 mark)
- Public Law remedies:
 - Quashing regulations if unlawful. (1 mark)
- Difficulty:
 - Wide discretion granted by Withdrawal Act may make challenge hard. (1 mark)
- Strategy:
 - Scrutinise whether regulations consistent with powers conferred and whether required procedures followed. (2 marks one mark for each point)

Total: 20 Marks

Unit 4 Business Law and Practice

You work for the Corporate and Business Department of Dale Thornton LLP. You have been asked to advise Beverley and Norton. Beverley and Norton were classmates in a community college. After graduation each of them has been running recycling business separately for three years. At a recent reunion with college friends, they chatted about their own businesses and were delighted to find that they were in the same business and that they had the same vision of growing the recycling business. They are now exploring the potential of setting up an office supplies recycling business together.

At least 5 employees would have to be hired at the beginning of the operation of business. Beverley and Norton also hope to hire more people when the business grows further.

Beverley and Norton are both enthusiastic about their business and hope to make it successful. They also both wish to take an active part in the management of the company and retain overall control of the business established by them. However, they are also aware of the current economic uncertainty and appreciate the financial risks that the business will be facing.

Questions

1a) Explain to Beverley and Norton the main differences between a sole trader, a general partnership and a limited liability partnership in terms of the numbers of owners involved and the extent of their liabilities.

(6 marks)

Numbers:

- Sole trader - 1 owner (1 mark)
- General partnership – 2 persons or more (1 mark)
- LLP – 2 persons or more (1 mark)

Extent of liability:

- Sole trader - unlimited liability (1 mark)
- General partnership – unlimited liability (1 mark)
- LLP – limited liability (1 mark)

1b) Explain to Beverley and Norton five differences between a private limited company and a public limited company.

(10 marks)

- A Public Company must have an authorised capital of at least £50,000. There is no minimum for a Private Company so for example it could have an authorised share capital of £1 subdivided into shares of 1p each. (2 marks)
- A Public Company's name must end with the words 'Public Limited Company' which can be abbreviated to 'plc'. A Private Company's name must end with 'Limited' which can be abbreviated as 'Ltd'. (2 marks)
- A Public Company must have at least two members (in practice most public companies have thousands of members) whereas a Private Company only requires one member. (2 marks)
- A Public Company must have at least two directors. A Private Company only requires 1 director. (2 marks)
- A Private Company may start trading as soon as it has been incorporated. A Public Company must first obtain from the Registrar a Certificate of

Compliance (Trading Certificate) that proves the company has met the capital requirements of Public Companies. (2 marks)

