**Question 1**

Correct Answer: A

Explanation:

For a trust to be valid, three certainties must be met: certainty of intention, certainty of subject matter, and certainty of objects. In this scenario, Linda’s statement lacks the necessary certainty of intention. While she expresses a desire for her children to benefit from her estate, the language used (“I hope they will receive a fair share of my wealth”) is too vague and does not clearly demonstrate an intention to create a binding trust. The absence of clear language and a formal document or set of instructions undermines the certainty of intention, which is a critical element for creating a valid trust. Option A is correct because Linda’s statement fails to demonstrate a definitive intention to create a trust, which is necessary for validity. Option B is incorrect because a vague expression of desire is insufficient to establish the required certainty of intention. Option C is incorrect because while the trustees may be tasked with managing the trust, the trust itself cannot be validly created without clear and precise intentions being set out by the settlor. Option D is incorrect because the failure to specify assets alone does not automatically invalidate the trust; the primary issue here is the lack of certainty in the settlor’s intention. Option E is incorrect because without a valid trust being created, the children cannot be entitled to any benefits. A is the correct response, as Linda’s statement lacks the clarity and specificity needed to establish a valid trust due to the failure to demonstrate a clear intention.

Question 2

Correct answer: A

Explanation:

Option A is the most accurate advice because self-defence applies when an individual feels threatened and uses reasonable force to protect themselves. In this scenario, Sarah was in immediate fear of harm due to Robert’s physical proximity and inappropriate behaviour. The push, although tragic in its outcome, was a reasonable response to defend herself in the circumstances, as she did not intend to cause harm but simply to stop Robert from approaching further. The fact that Robert’s injury was accidental does not negate her right to defend herself, as self-defence allows for force to be used in a situation where an individual believes they are at risk, even if the force used leads to unintended consequences. Self-defence is about the reasonableness of the response, not about the result of the act. Sarah was not acting recklessly, and her response was based on a genuine fear for her safety, which is a key element in self-defence. Options B and C incorrectly focus on the disproportionality of her response or suggest that provocation is a valid excuse for physical harm, which is not a defence in such cases unless the provocation is immediate and severe. D suggests manslaughter by gross negligence, but this charge is typically reserved for situations where the individual acts in a way that demonstrates a disregard for the risks involved, which is not the case here. Finally, E inaccurately suggests that Sarah’s actions were due to a loss of control, which would only be relevant in cases of voluntary manslaughter where the individual acts in a sudden rage, which is not applicable in this case.

Question 3

Correct answer: A

Explanation:

Option A is correct because under the Law of Property Act 1925 and the doctrine of specific performance, a contract for the sale of land creates an equitable interest in favor of the buyer. Once a binding contract is in place, the seller cannot unilaterally withdraw, and the buyer may seek specific performance to compel the sale. Option B is incorrect because, while legal title remains with Emma until completion, an equitable interest passes to Liam at contract exchange, preventing Emma from freely selling to another party. Option C is incorrect because equitable interests in land arise at the point of contract, even before registration. Compensation may be an option, but it does not negate Liam’s right to enforce the contract. Option D is incorrect because Mark’s payment of a deposit does not override Liam’s equitable interest. Emma is already bound by her contract with Liam. Option E is incorrect because possession is not required for Liam to enforce his contractual rights. His claim arises from the agreement itself, not from occupation.

Question 4

Correct answer: C

Explanation:

The correct answer is C, because under the Misrepresentation Act 1967, even negligent misrepresentation (where a seller provides incomplete or misleading information) can make a contract voidable. If Emma relied on incomplete disclosures from James and this materially affected her decision to buy, she may have grounds for rescission or damages. Option A is incorrect, as while sellers should disclose relevant information, UK property law largely follows the caveat emptor principle. Misrepresentation must be proven rather than presumed, and not all omissions are actionable. Option B is incorrect, as caveat emptor does not always protect sellers where there is a failure to disclose material defects. If Emma can show that the omission misled her, she may have a claim under misrepresentation law. Option D is misleading, as binding contracts are enforceable unless misrepresentation is established. The fact that title restrictions were omitted may allow Emma to challenge the validity of the contract. Option E is partially correct, as the Consumer Protection from Unfair Trading Regulations 2008 may apply in certain cases. However, these rules are more commonly enforced in business-to-consumer transactions, not private property sales. A misrepresentation claim is more straightforward and applicable in Emma’s case.

Question 5

Correct answer: D

Explanation:

For a trust to be charitable under the Charities Act 2011, it must be for a recognized charitable purpose and provide a sufficient public benefit. Education is a recognized charitable purpose, but restrictions on beneficiaries must not be unduly narrow. Option A is incorrect because while education is a charitable purpose, the public benefit requirement must also be satisfied. If the restriction is too narrow, it might fail this test. Option B is incorrect because not all geographical restrictions make a trust non-charitable. Courts assess whether the benefit remains sufficiently broad. If a trust benefits a whole town or region, it can still qualify as charitable. Option C is incorrect because Emma’s control over the initial setup does not automatically make it non-charitable. A charitable trust can be created by individuals, provided it serves the public interest. Option E is incorrect because private individuals can establish charitable trusts as long as they comply with the Charities Act 2011. Government involvement is not required. If Emma’s restriction limits access too much, the trust may fail as charitable, but if it benefits a reasonable section of the public, it remains valid.

Question 6

Correct answer: B

Explanation:

In England and Wales, marriage automatically revokes a will unless the will was made in contemplation of marriage. Because Margaret’s 2015 will was not updated after she married George in 2019, it was legally revoked. This means she died intestate, and her estate must be distributed according to intestacy rules. Under these rules, George is entitled to the first £322,000 of the estate and half of the remaining assets, with the rest going to Oliver and Sarah. Any informal statements Margaret made about her wishes have no legal effect, as testamentary intentions must be expressed in a validly executed will. Similarly, the letter to her solicitor does not constitute a will under the Wills Act 1837 because it was neither signed by Margaret nor witnessed by two independent witnesses. The court will not override intestacy rules based on verbal statements alone, as seen in previous case law. While George may choose to renounce his inheritance voluntarily, he has no legal duty to do so. This means that, despite Margaret’s informal wishes, her estate will be distributed strictly according to intestacy law. Therefore, the correct answer is B.

Question 7

Correct Answer: B

Explanation:

Sarah must ensure that all client funds are accurately reflected in the client ledger before proceeding with any withdrawals. Option B is correct because it emphasizes the need to correct the ledger first and obtain client consent before withdrawing the legal fees. Option A fails to address the need for accurate ledger correction before making withdrawals. Option C allows for an improper withdrawal of legal fees without addressing the ledger discrepancies or obtaining client consent. Option D improperly involves the client in the error correction and does not focus on internal rectification of the ledger. Option E, while correct in terms of notifying the accounts department, does not specifically cover the proper allocation of funds and obtaining client consent before withdrawals.

Question 8

Correct Answer: B

Explanation:

Oliver must correct the misallocation first before proceeding with any withdrawals or payments. Option B is correct because it ensures that the ledger reflects the correct balance and that all withdrawals are made after confirming client consent. Option A allows an improper withdrawal without addressing the misallocation first. Option C improperly allows for withdrawals before correcting the error. Option D introduces unnecessary steps of notifying the client and requesting additional funds, which is not required to correct the ledger. Option E correctly identifies the need for error correction but does not fully address the requirement for client consent before withdrawing funds.

Question 9

Correct Answer: B

Explanation:

Rachel should correct the misallocation first to ensure the accuracy of the client ledger. Option B ensures the client account is accurate before proceeding with any further payments or withdrawals. Option A allows for an improper transaction before correcting the error, which is not compliant with accounting rules. Option C improperly allows for deductions and payments before addressing the misallocation. Option D unnecessarily involves the client in addressing the error, which is not required to rectify the ledger. Option E correctly identifies the need to notify the COFA, but does not properly address correcting the error before proceeding with the payment.

Question 10

Correct Answer: B

Explanation:

Benjamin must correct the £250,000 error before proceeding with any payments from the client account. Even though the balance appears to be sufficient for the payment, ensuring the client ledger is accurate is vital to comply with legal and ethical accounting standards. Option B correctly prioritizes accuracy and compliance with Solicitors' Accounts Rules. Option A would allow for the payment to be processed without correcting the misallocation, which could lead to improper accounting and breaches of legal obligations. Option C introduces unnecessary delay, as Benjamin can still make the payment once the error is corrected, without waiting for further confirmation. Option D complicates the issue by allowing the legal fees to be deducted before addressing the misallocation, which could lead to inaccurate client account balances. Option E unnecessarily involves the client in the error correction process, which should be handled internally.

Question 11

Correct Answer: C

Explanation:

The £20,000 difference should be transferred into the office account only after a proper invoice has been issued for the revised fee. Option C ensures that proper invoicing procedures are followed, and the payment is correctly allocated to the office account, in compliance with accounting rules. Option A prematurely withdraws the funds before proper invoicing, potentially violating client money rules. Option B disregards the need to transfer funds once fees are revised. Option D does not consider the revised fees appropriately, and merely reducing the deposit does not comply with invoicing requirements. Option E unnecessarily complicates the process by involving the COFA in a matter that should be handled internally with proper billing.

Question 12

Correct Answer: A

Explanation:

In English law, omissions create criminal liability when a legal duty to act exists. One such duty arises from professional responsibilities, as established in R v Pittwood (1902), where a railway worker was held liable for failing to close a gate, leading to a fatal accident. Similarly, in R v Stone & Dobinson (1977), the court held that a duty of care exists when an individual has accepted responsibility for another’s welfare. Michael’s role as a lifeguard imposes an ongoing professional obligation to ensure swimmer safety, even after his shift ends if he is present and aware of a life-threatening situation. His failure to act breached this duty and directly contributed to Josh’s death, making him liable for gross negligence manslaughter. While a contractual duty usually ends with a shift, the courts have extended liability where an individual’s omission foreseeably results in harm. Arguments that his contractual obligation ended or that causation was unclear are unlikely to succeed because Michael was trained and present at the scene. If he had intervened, Josh’s life could have been saved, satisfying the but for test. The case law supports liability in such situations, making A the most accurate answer.

Question 13

Correct Answer: A

Explanation:

Option A is correct because under Section 2 of PACE 1984, police officers must provide specific information when conducting a stop-and-search, including their name, station, the legal basis for the search, and the reason why the individual is being searched. In this case, the officers failed to provide James with clear and lawful grounds, which could render the search unlawful. While officers can conduct stop-and-searches based on reasonable suspicion, Option B is incorrect because merely matching a suspect’s description does not automatically justify a search without further reasonable grounds. Option C is misleading, as consent obtained under duress or misinformation does not make an unlawful search lawful. If James felt pressured or was misled into consenting, the search could still be challenged. Option D is partially correct but overlooks the fact that the stop-and-search itself was problematic due to the officers' failure to follow procedural safeguards. Their threat to arrest James for obstruction was inappropriate unless he was genuinely interfering with their duties. Option E is incorrect because the police are not required to inform individuals that they can refuse a search if they are acting under a legal power such as Section 1 of PACE 1984. However, their failure to provide proper legal justification still raises concerns about the lawfulness of the search.

Question 14

Correct answer: C

Explanation:

The correct answer is C, because under the Misrepresentation Act 1967, even negligent misrepresentation (where a seller provides incomplete or misleading information) can make a contract voidable. If Emma relied on incomplete disclosures from James and this materially affected her decision to buy, she may have grounds for rescission or damages. Option A is incorrect, as while sellers should disclose relevant information, UK property law largely follows the caveat emptor principle. Misrepresentation must be proven rather than presumed, and not all omissions are actionable. Option B is incorrect, as caveat emptor does not always protect sellers where there is a failure to disclose material defects. If Emma can show that the omission misled her, she may have a claim under misrepresentation law. Option D is misleading, as binding contracts are enforceable unless misrepresentation is established. The fact that title restrictions were omitted may allow Emma to challenge the validity of the contract. Option E is partially correct, as the Consumer Protection from Unfair Trading Regulations 2008 may apply in certain cases. However, these rules are more commonly enforced in business-to-consumer transactions, not private property sales. A misrepresentation claim is more straightforward and applicable in Emma’s case.

Question 15

Correct Answer: A

Explanation:

Option A is correct because under the Law of Property Act 1925 and the doctrine of specific performance, a contract for the sale of land creates an equitable interest in favor of the buyer. Once a binding contract is in place, the seller cannot unilaterally withdraw, and the buyer may seek specific performance to compel the sale. Option B is incorrect because, while legal title remains with Emma until completion, an equitable interest passes to Liam at contract exchange, preventing Emma from freely selling to another party. Option C is incorrect because equitable interests in land arise at the point of contract, even before registration. Compensation may be an option, but it does not negate Liam’s right to enforce the contract. Option D is incorrect because Mark’s payment of a deposit does not override Liam’s equitable interest. Emma is already bound by her contract with Liam. Option E is incorrect because possession is not required for Liam to enforce his contractual rights. His claim arises from the agreement itself, not from occupation.

Question 16

Correct Answer: D

Explanation:

For a trust to be charitable under the Charities Act 2011, it must be for a recognized charitable purpose and provide a sufficient public benefit. Education is a recognized charitable purpose, but restrictions on beneficiaries must not be unduly narrow. Option A is incorrect because while education is a charitable purpose, the public benefit requirement must also be satisfied. If the restriction is too narrow, it might fail this test. Option B is incorrect because not all geographical restrictions make a trust non-charitable. Courts assess whether the benefit remains sufficiently broad. If a trust benefits a whole town or region, it can still qualify as charitable. Option C is incorrect because Emma’s control over the initial setup does not automatically make it non-charitable. A charitable trust can be created by individuals, provided it serves the public interest. Option E is incorrect because private individuals can establish charitable trusts as long as they comply with the Charities Act 2011. Government involvement is not required. If Emma’s restriction limits access too much, the trust may fail as charitable, but if it benefits a reasonable section of the public, it remains valid.

Question 17

Correct answer: B

Explanation:

In England and Wales, marriage automatically revokes a will unless the will was made in contemplation of marriage. Because Margaret’s 2015 will was not updated after she married George in 2019, it was legally revoked. This means she died intestate, and her estate must be distributed according to intestacy rules. Under these rules, George is entitled to the first £322,000 of the estate and half of the remaining assets, with the rest going to Oliver and Sarah. Any informal statements Margaret made about her wishes have no legal effect, as testamentary intentions must be expressed in a validly executed will. Similarly, the letter to her solicitor does not constitute a will under the Wills Act 1837 because it was neither signed by Margaret nor witnessed by two independent witnesses. The court will not override intestacy rules based on verbal statements alone, as seen in previous case law. While George may choose to renounce his inheritance voluntarily, he has no legal duty to do so. This means that, despite Margaret’s informal wishes, her estate will be distributed strictly according to intestacy law. Therefore, the correct answer is B.

Question 18

Correct Answer: E

Explanation:

Charlotte must rectify the error by ensuring that client money is properly accounted for without intermixing office and client funds in a manner that would breach the SRA Accounts Rules. The correct approach is to replace any missing funds promptly but also ensure the client is informed. Deductions from client accounts can only be made after issuing an invoice and obtaining client consent. Options B and C incorrectly assume that funds can be deducted from the client account without prior agreement. Option A suggests self-reporting in all cases, whereas only serious breaches require this. Option D incorrectly states that repayment must only come from the client account itself, which is impractical in cases of misallocation.

Question 19

Correct Answer: B

Explanation:

Under s.20 of the Offences Against the Person Act 1861, a person is guilty of unlawful wounding if they cause serious injury recklessly. The leading case of R v Cunningham (1957) defined recklessness as subjective foresight of risk and conscious disregard of that risk. While Daniel did not intend to harm Mark, he deliberately threw a glass bottle in a confined space, making serious injury foreseeable. The case of R v Savage (1991) confirms that a person can be guilty under s.20 even if they only foresee some harm rather than the precise injury that occurs. Daniel’s voluntary intoxication does not absolve him of recklessness, as established in DPP v Majewski (1977), where the court held that voluntary intoxication is no defence to crimes of recklessness. While s.18 requires specific intent to cause grievous bodily harm, Daniel’s actions do not support this higher level of intent. The defences in options C and D fail because Daniel’s recklessness is evident. E is incorrect because battery does not cover serious injuries or recklessness on this scale. Thus, B is the most appropriate answer.

Question 20

Correct Answer: A

Explanation:

Option A is correct because Rebecca’s right to legal representation under Section 58 of PACE 1984 was undermined through coercion. The police cannot suggest that waiting for a solicitor will negatively impact a suspect’s case, nor can they imply that confessing will result in a more lenient outcome. Option B is incorrect because, while Rebecca agreed to the interview, her decision was influenced by misleading statements from the police. Coerced waivers of legal rights do not make the process fair. Option C is incorrect because the police cannot make even subtle suggestions that a confession will lead to a more favourable outcome. Option D is misleading, as Rebecca’s failure to immediately retract her statement does not necessarily weaken her ability to challenge its admissibility. The key issue is whether the admission was obtained through improper influence, which it was. Option E is wrong because psychological coercion can invalidate a confession even if no physical force was used. Any evidence obtained in violation of PACE can be excluded under Section 76 of PACE 1984 if it was obtained through oppression or anything likely to render it unreliable.

Question 21

Correct answer: B

Explanation:

Sophie’s use of the footpath meets the legal requirements for a prescriptive easement under the doctrine of lost modern grant. If a person uses land for at least 20 years, openly and without permission, the law presumes a legal easement was granted. David cannot now block access if Sophie’s use meets these conditions. Option A is incorrect, as an owner’s ignorance of the use does not prevent an easement claim. The test focuses on whether the use was open and uninterrupted, not on whether the owner noticed. Option C is misleading, as prescriptive easements do not require formal registration at the Land Registry to be enforceable. Sophie can apply for registration, but her rights already exist under common law. Option D is also correct in principle, as the Prescription Act 1832 supports Sophie’s claim. However, the lost modern grant doctrine is more commonly used in modern cases. Both principles protect long-term users from arbitrary restrictions. Option E is incorrect, as there is no requirement for users to seek permission before claiming a prescriptive right. The law assumes that if an owner does not object over a long period, the right has been granted by implication.

Question 22

Correct Answer: A

Explanation:

Option A is correct because the Leasehold Reform, Housing and Urban Development Act 1993 grants qualifying leaseholders the right to extend their lease by 90 years, provided they have owned the property for at least two years. The landlord cannot refuse unless there are specific legal grounds to do so. Option B is incorrect because statutory lease extensions override private contractual terms. The landlord’s discretion is limited by law. Option C is incorrect because the qualifying period for lease extension rights is ownership of the lease for two years, not occupation for ten years. Option D is incorrect because conservation area status does not prevent lease extensions under the Act. The right applies regardless of location. Option E is incorrect because lease extension rights apply to individual leaseholders, not only those who own multiple properties in the building.

Question 23

Correct Answer: A

Explanation:

A trust for future grandchildren is valid under English trust law, provided it does not violate the rule against perpetuities. Future grandchildren are potential beneficiaries, and they will be identifiable once born, making the trust sufficiently certain. Option B is incorrect because a trust does not require beneficiaries to exist at the time of creation, as long as they become ascertainable later. Option C is incorrect because the rule against perpetuities (as modified by the Perpetuities and Accumulations Act 2009) allows trusts to last for up to 125 years, which usually accommodates future grandchildren. Option D is incorrect because the validity of the trust does not depend on whether Daniel’s children were alive when he died. The trust can still take effect if Daniel’s estate remains in existence when the grandchildren are born. Option E is incorrect because trusts can be created for future persons, provided they do not violate legal rules on remoteness of vesting. Daniel’s trust is valid, and when his grandchildren are born, they will acquire rights under the trust.

Question 24

Correct answer: D

Explanation:

Under the Banks v Goodfellow test, testamentary capacity requires the testator to understand (1) the nature of making a will and its effect, (2) the extent of their property, (3) those who might have claims against the estate, and (4) be free from delusions that influence their decisions. While Jonathan signed the 2023 will in front of witnesses, the presence of cognitive decline raises doubts about whether he fully understood its implications. Medical evidence of deterioration strengthens the argument that he may not have met the test for capacity. Diane’s position as a deputy under the Mental Capacity Act 2005 does not give her authority to execute a will on Jonathan’s behalf, as deputies cannot create or amend wills. If the court finds that Jonathan lacked capacity, the 2023 will is invalid, and the 2018 will remains valid as the last properly executed testamentary document. Courts generally do not recognise partial validity in wills, as testamentary intent must be clear and consistent. Since the burden of proof lies with those contesting the will, the children must provide sufficient evidence that Jonathan did not have capacity at the time. If they succeed, the 2018 will governs the estate. Therefore, the correct answer is D.

Question 25

Correct Answer: D

Explanation:

James must follow the SRA Accounts Rules, which prohibit improper deductions and require transparency in client fund management. Option D correctly identifies that legal fees cannot be deducted without client consent, missing funds must be restored immediately, and the COFA must be informed to determine if reporting is necessary. Option A wrongly assumes that replacing funds from the office account is always sufficient without client notification. Option B unnecessarily escalates the issue by mandating personal repayment by partners, which is not a strict requirement. Option C prioritises the settlement over regulatory compliance, which is incorrect. Option E suggests an outright misuse of client funds, which is a serious breach.

Question 26

Correct Answer: B

Explanation:

Criminal liability for homicide requires proof that the defendant’s actions caused the victim’s death. The but for test, established in R v White (1910), asks whether the death would have occurred but for the defendant’s actions. However, factual causation alone is insufficient - legal causation requires the defendant’s act to be the operating and substantial cause of death. In R v Jordan (1956), the court ruled that grossly negligent medical treatment can break the chain of causation. Here, Terry’s decision to drive and the hospital’s negligence constitute intervening acts. While Samantha’s sale of medication played a role, it was too remote to impose criminal liability. The key case of R v Kennedy (2007) confirms that voluntary actions by another person can break the causal chain. Thus, B is the correct answer.

Question 27

Correct Answer: A

Explanation:

Daniel had a statutory right under Section 56 of PACE 1984 to have someone informed of his arrest. Police can only delay this right under limited circumstances, such as when informing someone would hinder the investigation, but they must justify the delay. In this case, the officers provided no proper justification, making their actions unlawful. Option B is incorrect because delaying notification must be based on concrete evidence that it would affect the investigation, not just a general concern. Option C misinterprets Daniel’s rights, as he was entitled to both legal representation and notification of his detention. Option D is misleading, as the police failed to provide proper legal justification for the delay. Option E is incorrect because whether Daniel cooperated or not is irrelevant to whether his rights were breached.

Question 28

Correct answer: A

Explanation:

The correct answer is A, because Section 1 of the Landlord and Tenant Act 1988 states that a landlord must not unreasonably withhold consent and must provide a decision within a reasonable time. If the landlord fails to respond, Mark can challenge the delay and may be able to proceed without formal consent. Option B is incorrect, as lease agreements cannot override statutory protections provided by the Landlord and Tenant Act 1988. A landlord who fails to respond within a reasonable timeframe may lose the right to block the assignment. Option C is partially correct, as Mark can challenge the delay in court. However, he would still need a ruling before proceeding without consent, making legal action the next step rather than an automatic solution. Option D is incorrect, as landlords do not have absolute discretion unless explicitly stated in the lease. Even where broad discretion is granted, it must be exercised reasonably. Option E is misleading, as constructive refusal does not automatically allow a tenant to proceed with an assignment. Mark may need a court ruling to confirm whether the landlord’s delay constitutes an unreasonable refusal.

Question 29

Correct Answer: A

Explanation:

Option A is correct because severance of a joint tenancy requires effective notice to the other joint tenant. Simply drafting a written notice without serving it does not sever the joint tenancy, meaning the right of survivorship applies. Option B is incorrect because a severance notice must be communicated to the co-owner for it to be effective. Anna’s failure to notify Ben means the severance was not completed. Option C is incorrect because mere intention to sever is not enough; actual notice or an act of severance (such as mutual agreement or a sale) is required. Option D is incorrect because severance does not require a signed and witnessed deed; a simple written notice is sufficient if properly served. Option E is incorrect because drafting a written notice without sending it does not amount to severance. The joint tenancy remains intact, and Ben inherits the entire property under the right of survivorship.

Question 30

Correct Answer: A

Explanation:

Under trust law, trustees of a discretionary trust must exercise their discretion properly. If they fail to consider distributing funds, act in bad faith, or refuse to act altogether, beneficiaries can apply to the court for intervention. The court may compel trustees to act or oversee the trust’s administration. Option B is incorrect because while trustees have discretion, they cannot ignore their duty to consider distributions fairly. Trustees must actively engage with their obligations. Option C is incorrect because replacing trustees is a last resort. Courts generally prefer to ensure that existing trustees perform their duties, rather than immediately appointing new ones. Option D is incorrect because discretionary trusts do not require fixed entitlements. They are valid as long as they are properly administered. Option E is incorrect because beneficiaries of a discretionary trust do not have automatic rights to withdraw funds. They only gain an entitlement when the trustees decide to distribute assets. The beneficiaries should challenge the trustees in court, arguing that they have failed to exercise discretion and are acting unreasonably.

Question 31

Correct answer: D

Explanation:

The key issue in this scenario is whether Margaret was unduly influenced by Olivia. The legal test for undue influence in wills requires the challenger to demonstrate that the testator was coerced into making a will they would not have otherwise made. In cases where the beneficiary was in a position of power - such as a carer - the court may apply a presumption of undue influence if the circumstances suggest a substantial risk of coercion. Unlike in contract law, where undue influence is more frequently presumed, in wills cases, the challenger must provide sufficient evidence of manipulation. The mere presence of a solicitor does not necessarily negate undue influence, particularly if the solicitor was introduced by the beneficiary or if the testator was highly reliant on them. If undue influence is proven, the 2023 will is invalid, and the 2015 will is revived as the last valid will. If the challenge fails, the 2023 will stands, as courts will not interfere with testamentary freedom without strong evidence. The correct answer is D.

Question 32

Correct Answer: B

Explanation:

Under the SRA Accounts Rules, solicitors must ensure client funds are correctly allocated before making withdrawals. The firm must issue an invoice and obtain client consent before deducting fees from a client’s funds. Any incorrect deposit must be rectified immediately to prevent misuse of client funds. Option A fails to correct the £10,000 misallocation. Option C wrongly assumes that errors do not need immediate correction. Option D improperly places the responsibility on the client to correct an accounting error, which is against compliance rules. Option E assumes fees can be deducted without express client consent, which is incorrect.

Question 33

Correct Answer: A

Explanation:

Under s.76 of the Criminal Justice and Immigration Act 2008, a person may use force in self-defence if it is reasonable and necessary. The key case of R v Palmer (1971) confirms that a person defending themselves is not expected to weigh up precise force levels in a moment of panic. However, if the force is excessive, self-defence is not a valid defence. In R v Clegg (1995), a soldier who used excessive force was convicted because the threat had already passed. Here, Tom was retreating, meaning Michael was no longer in immediate danger. R v Martin (2002) further clarifies that disproportionate responses- particularly against unarmed or fleeing individuals - are unlawful. While property owners have rights under s.43 of the Crime and Courts Act 2013, force must still be proportionate. B is incorrect because there is no clear evidence of intent to kill. C and E are incorrect because the law does not grant unlimited rights to defend property or act out of fear. D is a plausible answer, but GBH under s.20 OAPA 1861 better fits the severity of the injury.

Question 34

Correct Answer: A

Explanation:

Option A is correct because Section 58 of PACE 1984 guarantees suspects the right to legal representation, and any suggestion that waiting for a solicitor will delay proceedings can amount to improper pressure. The courts take a strict view on the right to legal advice, and misleading a suspect into waiving this right can lead to the exclusion of evidence under Section 76 of PACE. Option B is incorrect because, while Samantha verbally agreed to proceed, her decision was not entirely voluntary due to misleading statements from the custody officer. Option C is misleading because the key issue is not just whether she was pressured but whether she was given a fair and informed choice. Option D is incorrect because police cannot pressure suspects into proceeding without a solicitor merely for the sake of expediency. Option E is incorrect because the fairness of the interview is a crucial factor in determining admissibility, and any undue pressure on a suspect can lead to exclusion of evidence.

Question 35

Correct answer: A

Explanation:

The correct answer is A, because under Section 11 of the Landlord and Tenant Act 1985, landlords are required to repair the structure and exterior of leasehold properties where their lease states they are responsible. Since Lucy’s lease confirms this obligation, she can legally force the freeholder to act. Option B is incorrect, as a landlord cannot shift responsibility unless they can prove the damage was caused by the leaseholder’s own actions. The standard duty to repair remains unless clear evidence suggests otherwise. Option C is correct in part, as Lucy can apply to a First-tier Tribunal, but this law mainly covers service charges and lease extensions, not direct repair enforcement. A tribunal may still be helpful in resolving the dispute. Option D is misleading, as lease ambiguity does not automatically excuse the freeholder from their obligations. Courts will interpret repair clauses in favor of leaseholders if there is uncertainty. Option E is partially correct, as breach of lease can justify legal action, but withholding rent can be risky unless ordered by a court. Lucy should pursue formal legal channels first.

Question 36

Correct Answer: C

Explanation:

Option C is correct because the test for determining whether an agreement creates a tenancy involves assessing exclusive possession, duration, and rent payments. If Rachel satisfies these conditions, she may have a tenancy rather than a licence, meaning Oliver cannot evict her without following the correct procedures. Option A is incorrect because a licence does not grant Rachel security, but if she had exclusive possession, it is more likely that a tenancy has arisen. Retained control by Oliver is relevant, but not necessarily conclusive. Option B is incorrect because the length of time alone does not determine the existence of a tenancy. While occupation over time can suggest a tenancy, it must also include exclusive possession and a clear agreement for rent. Option D is incorrect because an equitable lease requires clear evidence of an agreement that was intended to be legally binding. Long-term occupation alone is insufficient to create an equitable lease. Option E is incorrect because even informal agreements can create tenancies if they meet the legal requirements. Courts look at substance over form when determining the existence of a tenancy.

Question 37

Correct Answer: A

Explanation:

A trust must have certainty of beneficiaries to be valid. The term "family" is too vague to meet the test established in McPhail v Doulton [1971], which requires that beneficiaries be ascertainable. Option B is incorrect because discretionary trusts still require some certainty in defining the class of beneficiaries. Courts cannot uphold a discretionary trust if the class is too broad or ill-defined. Option C is incorrect because while "health and well-being" is vague, the main issue is beneficiary uncertainty rather than purpose uncertainty. Option D is incorrect because there is no evidence that James intended a fixed trust. The lack of clear instructions means a fixed distribution is unlikely. Option E is incorrect because unless the will explicitly grants decision-making authority to James’s wife, she has no legal power to determine how the trust operates. The trust fails for uncertainty, meaning the £2 million will pass into the residuary estate and be distributed according to the rest of James’s will.

Question 38

Correct answer: D

Explanation:

The key issue in this scenario is whether James exercised undue influence over Harold. While testamentary freedom is a fundamental principle in UK wills law, undue influence occurs when a testator is coerced into making a will they would not have otherwise made. The burden of proof lies with the challengers (Laura and Benjamin), but where a beneficiary had significant control over the testator’s life, courts may infer undue influence. The fact that James arranged for his personal solicitor to draft the will and chose the witnesses raises concerns about potential coercion. However, the mere fact that a testator is dependent on a beneficiary is not sufficient to prove undue influence; coercion must be shown. If undue influence is established, the 2023 will is invalid, and the 2018 will is revived as the last valid will. If no coercion is found, the 2023 will stands, as courts will not interfere with a testator’s decisions unless there is compelling evidence of wrongdoing. The correct answer is D.

Question 39

Correct Answer: B

Explanation:

Michael must ensure that all client funds are correctly allocated before making any deductions or payments. Option B correctly identifies the necessary steps: the £20,000 misallocation must be corrected first, the firm must obtain client consent before withdrawing legal fees, and only then should the settlement payment be processed. Option A fails to address the misallocated funds and allows improper withdrawals without client consent. Option C suggests using the office account to cover client funds, which is not permitted under the SRA Accounts Rules. Option D prioritises the settlement payment over rectifying the accounting error, which could lead to a serious regulatory breach. Option E improperly shifts responsibility to the client to transfer more money rather than fixing the internal error first.

Question 40

Correct Answer: A

Explanation:

Under s.1 of the Theft Act 1968, theft requires the defendant to dishonestly appropriate property belonging to another with the intention to permanently deprive. The test for dishonesty was originally established in R v Ghosh (1982) but has since been clarified in Ivey v Genting Casinos (2017). The new test removes the requirement that a defendant must subjectively appreciate their dishonesty- if reasonable people would consider the conduct dishonest, that is sufficient. Sarah’s argument that the store’s security was weak is irrelevant; her deliberate deception clearly meets the definition of dishonesty. While fraud under s.2 of the Fraud Act 2006 might apply, the key element here is the taking of physical goods without proper payment, making theft the primary offence. C is incorrect because subjective belief no longer negates dishonesty after Ivey. D is incorrect because under s.6 of the Theft Act, the intention to permanently deprive includes treating property as one’s own to dispose of. E is entirely incorrect, as businesses do not forfeit legal protections simply by using self-checkouts.

Question 41

Correct Answer: A

Explanation:

Option A is correct because PACE Code C sets out clear guidelines for detainees' welfare, including access to food, water, and rest. If Liam was deprived of basic necessities, this could amount to degrading treatment and call into question the reliability of his statements. The courts have ruled that interviews conducted under oppressive or inhumane conditions may result in evidence being excluded under Section 76 of PACE 1984. Option B is incorrect because, while officers do have some discretion, the complete denial of food and water for an extended period may constitute a breach of Liam’s rights. Option C is misleading because PACE does impose requirements for detainee welfare, and failing to meet these requirements could be considered unlawful. Option D is incorrect because fairness assessments consider not just the content of an interview but also the conditions under which it was conducted. Option E is a strong argument, but Option A is a more precise statement of the legal principle involved, as it explicitly ties Liam’s condition to the unreliability of his statements.

Question 42

Correct answer: A

Explanation:

The correct answer is A, as under TOLATA 1996, a joint owner can apply for a court order for sale if the other refuses to cooperate. Courts have the power to force the sale of co-owned property when one party is unwilling to sell but unable to buy the other out. Option B is incorrect, as while severing a joint tenancy would convert the ownership to tenants in common, it does not prevent Ben from applying for a sale order. A court can still intervene even if the tenancy form changes. Option C is correct in principle, as courts generally do not allow one party to block a sale indefinitely. However, the legal test under TOLATA is more structured, requiring a balancing of interests. Option D is misleading, as exclusive possession does not override legal co-ownership rights. However, courts do consider factors such as financial need and dependent children when deciding whether to force a sale. Option E is also correct in theory, as the law does not allow one owner to unfairly restrict the other’s rights. However, each case is reviewed on its facts, and forced sales are considered carefully by the courts.

Question 43

Correct Answer: A

Explanation:

Option A is correct because waiver can arise when a landlord knowingly allows a breach of covenant without objection, making later enforcement unfair. If Brian has permitted other tenants to keep pets without taking action, he may have lost the right to enforce the covenant against Sophie. Option B is incorrect because while lease terms are binding, selective enforcement may undermine the enforceability of a restriction. A leaseholder may challenge inconsistent application of rules. Option C is incorrect because while leaseholders can apply for modification under the Landlord and Tenant Act 1927, this is not a guaranteed solution. The tribunal will only modify a covenant if it finds the restriction to be unreasonable. Option D is incorrect because breach of a lease covenant does not automatically lead to eviction. Forfeiture of the lease requires proper legal steps and is subject to relief from forfeiture. Option E is incorrect because enforceability depends on the nature of the covenant, not just whether forfeiture is mentioned. Brian may still seek an injunction or other remedies even if eviction is not an option.

Question 44

Correct Answer: A

Explanation:

Protective trusts are designed to restrict the beneficiary’s control over assets to prevent reckless financial behaviour. Courts have upheld protective trusts in cases where beneficiaries have gambling issues, substance abuse problems, or other financial vulnerabilities. Option B is incorrect because beneficiaries of protective trusts do not have automatic access to the trust fund. The trustees retain discretion to withhold payments if it serves the trust’s purpose. Option C is incorrect because protective trusts are legally valid under trust law. The restriction on access does not amount to an unlawful restraint on property. Option D is incorrect because while courts can intervene in trust administration, they do not dissolve a trust simply because a beneficiary dislikes the restrictions. Intervention occurs only if the trustees abuse their discretion. Option E is incorrect because a beneficiary’s consent is not required for a trust to be valid. The settlor (Sarah) had the right to impose conditions when creating the trust. Michael cannot access a lump sum and must abide by the trust’s restrictions as imposed by the trustees.

Question 45

Correct answer: E

Explanation:

The key issues in this scenario are testamentary capacity and undue influence. For a will to be valid, the testator must have understood the nature of the document and the extent of their estate, and they must not have been coerced into making a decision against their will. Here, conflicting medical reports create uncertainty regarding Margaret’s capacity, but early-stage dementia does not automatically mean she lacked capacity when making the 2023 will. Courts will assess whether she was capable of understanding the implications of her decisions at the time of signing. Additionally, undue influence requires coercion, not just persuasion, and Patrick must prove that Margaret’s free will was overridden. The fact that Richard arranged the will and that his friends acted as witnesses raises suspicions, but does not itself prove undue influence. The correct answer is E, as Patrick may have a claim under the Inheritance (Provision for Family and Dependants) Act 1975, which allows children who were financially dependent on the deceased to apply for reasonable financial provision, even if they were excluded from the will.

Question 46

Correct Answer: B

Explanation:

Emma must ensure that all funds are correctly allocated before making any withdrawals or distributions. Option B correctly follows the SRA Accounts Rules, ensuring that: The £10,000 misallocation is corrected before any further payments. The firm’s legal fees cannot be deducted without client consent. The estate’s beneficiaries should only receive their funds after all accounting errors have been resolved. Option A ignores the misallocated £10,000, which violates the SRA’s duty of proper record-keeping. Option C assumes that deducting legal fees without client notification is permitted, which is incorrect. Option D prioritises beneficiary distributions over correcting the error, which could lead to regulatory breaches. Option E incorrectly assumes that the client should handle the firm’s accounting error, which is inappropriate.

Question 47

Correct Answer: C

Explanation:

The Supreme Court ruling in R v Jogee (2016) significantly altered the doctrine of joint enterprise. Previously, under cases like R v Chan Wing-Siu (1985), a defendant could be guilty of murder if they foresaw that another person in the group might commit it. However, Jogee clarified that mere foresight is insufficient - the prosecution must prove that the secondary party intended to assist or encourage the crime. Here, Liam and Ryan did not know Jason had a knife, nor did they actively encourage him to stab anyone. A is incorrect because joint enterprise liability now requires intent, not just presence. B is incorrect because manslaughter requires unlawful act participation, which they did not engage in. D is incorrect because being an accessory after the fact does not make them guilty of murder itself. E is partially correct but incomplete, as their assistance after the crime could still be investigated under assisting an offender (s.4 of the Criminal Law Act 1967).

Question 48

Correct Answer: A

Explanation:

Option A is correct because Section 34 of the Criminal Justice and Public Order Act 1994 allows the court to draw an adverse inference when a defendant fails to mention facts that they later rely on in their defence. However, the court must ensure that David understood his rights and was given a fair opportunity to provide an explanation. Option B is incorrect because, while silence is a right, adverse inferences can still be drawn if it appears that the defendant later fabricates a defence. Option C is misleading because the presence of a solicitor is not a strict requirement for an adverse inference to be drawn, although it may affect the fairness of the process. Option D is incorrect because the standard police caution is lawful and does not automatically amount to coercion unless there is evidence of undue pressure. Option E is partially correct but does not fully reflect the legal test—while the court will consider David’s reasons for remaining silent, an adverse inference is still a likely outcome.

Question 49

Correct answer: A

Explanation:

The correct answer is A, as an easement grants a right of way, not an automatic right to park. Parking is considered a greater burden on the land than mere access, and if the deed does not explicitly allow parking, Robert cannot assume the right. Courts take a strict view of expanding easement rights beyond their original terms. Option B is incorrect, as although prescriptive rights can arise through long-term use, Robert would need to prove continuous use for 20 years without objection. Since James has now formally objected, it is unlikely Robert can establish a prescriptive right. Option C is also correct in principle, as an easement should not substantially interfere with the landowner’s rights. If parking blocks James’s access or substantially changes the nature of the easement, the court will likely restrict it. Option D is misleading, as temporary stopping (for loading or unloading) may be considered an incidental right, but long-term parking is a different legal issue. A court would likely differentiate between short-term use and permanent obstruction. Option E is a strong argument, as historical non-use of parking supports James’s claim. If previous owners never used the driveway for parking, the court is unlikely to recognize Robert’s claim to an expanded right.

Question 50

Correct Answer: A

Explanation:

Option A is correct because a prescriptive easement can arise when someone uses land openly, continuously, and without permission for at least 20 years. If James’ use of the lane meets these conditions, he may have acquired a legal right of way even without Laura’s explicit consent. Option B is incorrect because easements do not always require written agreements. The law recognizes certain rights acquired through long-term, unopposed use. Option C is incorrect because ownership of land does not automatically override a valid prescriptive easement. If James has acquired rights through prescription, Laura cannot simply reclaim control by blocking the lane. Option D is incorrect because hardship is not a requirement for establishing a prescriptive easement. The focus is on continuous and open use over time, not whether James has alternative access. Option E is incorrect because implied permission would prevent a prescriptive easement from arising. James must show that his use was "as of right" - without force, secrecy, or permission - to establish his claim.

Question 51

Correct Answer: A

Explanation:

Under the general rules of trust law, when a beneficiary has an existing and vested entitlement to income, their share typically passes to their estate upon death unless the trust deed provides otherwise. In Re Adams [1893], the courts emphasized that succession rules apply where the trust fails to specify alternative arrangements. Lucy was receiving an equal share of income before her death, suggesting that her interest was already vested. Option B is incorrect because there is no automatic survivorship rule in fixed trusts unless the settlor explicitly states so. In Re Barbour’s Settlement Trusts [1974], the court held that where a trust was silent on the fate of a deceased beneficiary's share, it should pass into their personal estate rather than automatically transferring to the remaining beneficiary. Option C is incorrect because the trustees do not have the authority to withhold distribution indefinitely unless the trust expressly provides for this. Trusts that involve ongoing income payments are generally intended for the benefit of named beneficiaries, and any surplus would typically be subject to succession rules rather than prolonged retention. Option D is incorrect because Adam’s claim is based purely on alleged informal intentions, which are not legally enforceable without clear written evidence. Courts require documented settlor intent to modify trust terms, and a mere assertion that Lucy "wanted" Adam to inherit is legally insufficient. Option E is incorrect because a trust does not fail merely because of uncertainty regarding a single aspect. The court’s role is to interpret the settlor’s intent and apply default legal principles rather than automatically invalidating the trust. If the trust were to fail entirely, the assets would pass into David’s residuary estate, which is not necessary in this case since the trust is still operational for Mark. As a result, Lucy’s share will pass into her estate, and it will be distributed according to intestacy laws or her will (if one exists). The trustees must ensure they follow proper succession procedures rather than assuming they can reallocate the income to Mark.

Question 52

Correct answer: B

Explanation:

The two primary legal issues in this case are testamentary capacity and undue influence. A person making a will must have sufficient mental capacity to understand the nature of the act, the extent of their estate, and the effect of the will’s provisions. The fact that Barbara suffered a stroke and had conflicting medical records about her cognitive function is significant. However, capacity is judged at the time of execution, meaning a stroke does not automatically invalidate a will unless it rendered her unable to make reasoned decisions. The involvement of Sophie in arranging the will and witnesses raises suspicion of undue influence, particularly given Barbara’s vulnerable state. However, proving undue influence requires coercion, not just persuasion or influence. The correct answer is B, as undue influence is suspected when a major beneficiary is heavily involved in the making of the will, shifting the burden of proof onto Sophie to demonstrate that Barbara acted independently. If she fails to do so, the 2015 will is likely to be reinstated.

Question 53



Question 54

Correct Answer: A

Explanation:

Gross negligence manslaughter, established in R v Adomako (1994), applies when a person with a duty of care acts so negligently that it amounts to a criminal offence. In Adomako, an anaesthetist failed to notice a disconnected oxygen tube, leading to a patient’s death. The four-part test for gross negligence manslaughter requires: (1) a duty of care, (2) a breach of duty, (3) a serious risk of death, and (4) gross negligence warranting criminal liability. Dr. Patel’s failure to notice a fatal mistake and subsequent inaction meets this threshold. B is incorrect because unlawful act manslaughter requires a criminal act, not negligence. C is incorrect because intention is not required for gross negligence manslaughter. D is incorrect because corporate manslaughter applies to organisations, not individuals. E is incorrect because while medical errors are not always criminal, cases of extreme negligence can result in manslaughter charges.

Question 55

Correct Answer: A

Explanation:

Option A is correct because Section 76 of PACE 1984 states that confessions obtained through oppression or inducement can be ruled inadmissible. If Maria was led to believe that confessing would guarantee her a more lenient outcome, her statement may be deemed unreliable. Option B is incorrect because voluntariness is assessed based on the totality of the circumstances, including any pressure exerted by the police. Option C is misleading because while inducements can invalidate a confession, courts assess the level of coercion rather than automatically excluding any confession influenced by police comments. Option D is incorrect because while exhaustion is a relevant factor, it is not the sole determinant of admissibility. Option E is incorrect because the burden of proving voluntariness falls on the prosecution, not the defence - Maria’s solicitor does not have to prove that she would not have confessed otherwise.

Question 56

Correct answer: A

Explanation:

The correct answer is A, as the lease clearly states that structural alterations require written consent. Even though the wall was not load-bearing, courts have ruled that any permanent alteration to the property’s layout can count as structural. Mr. Patel has a valid claim for a breach of lease, and Sophie should have sought permission. Option B is incorrect because the legal meaning of “structural alteration” is not limited to load-bearing elements. The fact that Sophie changed the layout of the flat without permission is enough to constitute a breach of lease terms. Option C is also correct in principle, as the term structural is often interpreted broadly in leasehold cases. The lack of load-bearing function does not excuse Sophie’s actions, as the layout of the property has been altered. Option D is misleading because waiver of a lease breach requires clear knowledge and inaction for an extended period. Mr. Patel’s prompt objection prevents this argument from succeeding. Additionally, if other leaseholders had made similar changes, Sophie would need to prove that Mr. Patel knowingly allowed those alterations. Option E is partially correct because forfeiture is a serious legal remedy that courts do not grant easily. Even if Mr. Patel were to pursue forfeiture, Sophie would likely have an opportunity to remedy the breach before facing eviction. Courts typically prefer proportional enforcement rather than outright forfeiture.

Question 57

Correct answer: C

Explanation:

The correct answer is C. Under the Land Registration Act 2002, a person claiming adverse possession of registered land must show at least 10 years of exclusive possession and apply to the Land Registry. However, the true owner is given notice and an opportunity to object. If the owner objects, the claim usually fails unless exceptional circumstances apply. Michael has occupied the property for over 12 years, but Olivia’s objection prevents automatic registration. A is incorrect because the old 12-year rule no longer applies to registered land. B is incorrect because while Michael’s tenancy ended, he needed to make clear that his continued occupation was adverse. D is incorrect because mere inaction by Olivia does not necessarily amount to acquiescence. E is incorrect because Michael’s claim could succeed if he can show that Olivia had knowledge of his possession and did nothing to challenge it.

Question 58

Correct answer: E

Explanation:

In a discretionary trust, trustees have the authority to decide how to distribute the trust income without being bound to fixed shares. Courts have consistently held that a settlor’s will or informal wishes do not override a discretionary trust, as established in Re Hay’s Settlement Trusts [1982]. Sophia’s will is merely a guide and does not impose a legal requirement on the trustees to distribute the trust fund equally. Option A is incorrect because a will does not retrospectively modify an already established trust unless specific legal mechanisms exist for variation, such as under the Variation of Trusts Act 1958. Option B is incorrect because favouring one beneficiary is not inherently a breach of fiduciary duty in a discretionary trust. In Edge v Pensions Ombudsman [1999], the court held that trustees have broad discretion unless they act in bad faith or irrationally. If Emily was prioritized due to financial hardship, this is likely a reasonable decision. Option C is incorrect because Chloe does not have a fixed entitlement. Under McPhail v Doulton [1971], discretionary beneficiaries have a right to be considered but not necessarily to receive a fixed amount. Option D is incorrect because uncertainty does not invalidate a discretionary trust unless it makes the trust impossible to administer. Since the trustees have full discretion, there is no fatal uncertainty. As a result, the correct answer is E: Trustees may consider Sophia’s wishes but are not legally bound by them.

Question 59

Correct answer: E

Explanation:

A will is only legally binding if it meets formal execution requirements, including a signature by the testator and two witnesses. Since Alan never signed the new will, the 2018 will remains valid. However, disinherited children can sometimes challenge a will under the Inheritance (Provision for Family and Dependants) Act 1975, particularly if they were financially dependent on the deceased or if the exclusion is deemed unreasonable. The best legal route for James and Olivia is answer E, as the court has discretion to award reasonable financial provision even when a valid will disinherits children. The argument that Alan lacked testamentary capacity when signing the 2018 will (answer D) could also be explored, but it would require strong medical evidence to succeed. Courts generally uphold formally executed wills unless there is clear proof of incapacity or undue influence.

Question 60

Correct Answer: B

Explanation:

Paul must correct the misallocation before making any deductions from the trust account. Option B is the correct response as it prioritises the rectification of the error and ensures that no funds are withdrawn until the correct account balances are established. Option A wrongly suggests that legal fees can be withdrawn before correcting the error. Option C allows an improper withdrawal from the trust account before correcting the misallocation. Option D incorrectly suggests confirming the beneficiaries’ satisfaction with billing before addressing the internal error. Option E allows for an inappropriate withdrawal before the misallocation is corrected.

Question 61

Correct Answer: A

Explanation:

Under s.76 of the Criminal Justice and Immigration Act 2008, self-defence is only valid if the force used is reasonable and proportionate. In R v Clegg (1995) and R v Martin (2001), the courts ruled that excessive force negates self-defence, leading to criminal liability. Sarah had the right to defend herself under householder defence laws, but once Jack was incapacitated, her continued assault was unlawful. B is incorrect because the loss of control defence under the Coroners and Justice Act 2009 applies to provocation in personal disputes, not self-defence scenarios. C is incorrect because even though householders have extra protection, the law does not excuse excessive force beyond necessity. D is incorrect because involuntary manslaughter requires gross negligence, which does not apply here. E is incorrect because s.76 does not justify disproportionate and repeated violence once the threat is neutralised.

Question 62

Correct Answer: A

Explanation:

Option A is correct because PACE 1984 allows police to detain a suspect for up to 24 hours without charge, but further detention requires justification. The magistrate must be satisfied that continued detention is necessary rather than convenient. Option B is incorrect because police do not have unlimited authority to detain suspects without charge. Option C is incorrect because detention beyond 24 hours is possible with proper judicial approval. Option D is partially correct but does not emphasize the necessity test required for detention extensions. Option E is incorrect because the rules for extended detention in terrorism cases do not apply to standard criminal investigations.

Question 63

Correct answer: A

Explanation:

The correct answer is A, as a right of way is typically granted for reasonable access, and excessive or unintended uses can be challenged legally. Parking vehicles and using the driveway for heavy construction deliveries may go beyond the original purpose of the easement, giving David grounds to object. Option B is incorrect because even though the right of way was granted without specific limitations, easement law does not permit unlimited expansion. Courts will assess whether the increased usage is an unreasonable interference with the landowner’s rights. Option C is also valid, as easements must be used in a manner that does not place an undue burden on the servient land. If the frequency and intensity of Mark and Lisa’s use far exceed what was originally anticipated, the courts may impose restrictions. Option D is misleading, as occasional deliveries and visitors are normal, but parking and frequent heavy deliveries may constitute an excessive use. Courts consider the nature and degree of interference when assessing easement disputes. Option E is correct in principle, as parking is usually not an automatic right under an easement for passage. David may seek an injunction to prevent excessive disruption, but this would depend on whether the increased use is deemed unreasonable by the court.

Question 64

Correct answer: C

Explanation:

Under the Highways Act 1980, a public right of way can arise if a path has been used openly and continuously by the public for 20 years without force, secrecy, or permission. If the landowner has not taken active steps to prevent such use, the law presumes dedication. A is incorrect because the mere passage of time does not guarantee a right of way if the landowner successfully rebuts the presumption. B is incorrect because an implied permission defense requires evidence of periodic challenges to access. D is incorrect because local councils must follow legal criteria rather than exercising broad discretion. E is incorrect because Emma would need to show clear, consistent efforts to prevent public use, and the council must consider whether such efforts were effective.

Question 65

Correct Answer: B

Explanation:

Trustees must actively consider all beneficiaries, even when given absolute discretion. In Re Hay’s Settlement Trusts [1982], the court ruled that trustees must make informed decisions and cannot act arbitrarily. Richard’s failure to explain his reasoning suggests he has not properly exercised his discretionary power, which may constitute a breach. Option A is incorrect because absolute discretion does not remove the trustee’s duty to properly consider all beneficiaries. A trustee must still act reasonably and in good faith, as seen in Re Manisty’s Settlement [1974]. Option C is incorrect because Alice and Claire are not entitled to equal capital distributions, only a fair consideration of their claims. In McPhail v Doulton [1971], the court established that discretionary beneficiaries do not have fixed entitlements. Option D is incorrect because a discretionary trust does not fail for uncertainty unless it becomes impossible to administer. The issue here concerns the exercise of discretion, not the trust’s validity. Option E is incorrect because trustees are not obligated to disclose their decision-making process, as confirmed in Scott v National Trust [1998]. However, Richard’s failure to properly exercise discretion could be a ground for challenge. The correct answer is B: Richard has failed to properly consider all beneficiaries, potentially breaching his fiduciary duties.

Question 66

The correct answer is A) The 2020 will remains valid, as handwritten notes do not constitute a legally executed will under the Wills Act 1837. Since the notes were not witnessed by two individuals, they lack formal legal effect, meaning Lucy remains entitled to the house under the original will. Under the Wills Act 1837, a will or codicil must be in writing, signed by the testator (or by someone else in their presence and at their direction), and witnessed by two individuals present at the same time who also attest and sign it. Margaret’s 2020 will met these requirements, distributing her estate clearly: the house to Lucy, savings to Simon, and antiques to Rachel. Although Margaret’s 2022 handwritten notes were dated and signed, they were not witnessed, meaning they do not meet the statutory requirements of a valid will or codicil. Courts generally uphold formally executed wills unless there is compelling evidence of invalidity—such as lack of capacity, fraud, or undue influence—which is not suggested here. Simon’s argument about his mother’s changed intentions, while understandable, has no legal weight unless reflected in a properly executed document. The solicitor’s lack of knowledge about the notes is irrelevant, and Rachel’s wish to avoid conflict does not introduce any legal ambiguity. The handwritten notes, though perhaps reflective of Margaret’s later wishes, carry no legal force. Therefore, the 2020 will remains valid and enforceable, and Lucy is entitled to inherit the house as originally set out.

Question 67

Correct Answer: B

Explanation:

David must correct the £10,000 misallocation before making any withdrawals or payments. Option B is correct because it ensures that the firm’s accounting records are accurate before withdrawing legal fees or making the settlement payment, and it requires client consent. Option A allows for improper withdrawals and settlement payments without correcting the error or obtaining consent. Option C allows improper withdrawals before correcting the ledger and does not require client consent for legal fees. Option D incorrectly suggests that Tech Innovations Ltd. should send more funds to cover the settlement, which is not necessary. Option E properly addresses the error correction but does not specify the need for client consent before withdrawing legal fees.

Question 68

Correct Answer: A

Explanation:

Under s.1 of the Theft Act 1968, theft occurs when someone dishonestly appropriates property belonging to another with the intention of permanently depriving them of it. The case R v Small (1987) clarifies that property is only abandoned if the owner has relinquished all rights and interests in it. Here, Ella accidentally left her wallet behind, meaning it was still hers. A is correct because Nathan dishonestly took it with intent to permanently deprive her. B is incorrect because while using the card may also constitute fraud under the Fraud Act 2006, the initial act was theft. C is incorrect because leaving property behind unintentionally does not mean it is abandoned. D is incorrect because handling stolen goods requires receiving stolen property from another, whereas Nathan stole it himself. E is incorrect because keeping lost property can amount to theft if there is an intention to deprive the owner.

Question 69

Correct answer: B

Explanation:

The correct answer is B, as under the Land Registration Act 2002, adverse possession claims against registered land require at least 10 years of exclusive possession before an application can be made. However, the registered owner (Eleanor) has the right to object within 65 days of receiving notice, which will likely prevent James from succeeding unless exceptional circumstances apply. Option A is incorrect because while the old rules allowed possession claims after 12 years, the new law introduced stricter protections for registered owners. James does not automatically gain ownership just because he used the land for 20 years. Option C is misleading as adverse possession does not simply arise from long-term use - James must also show an intention to exclude Eleanor permanently, and Eleanor’s legal title takes precedence unless James can prove exceptional hardship or mistake. Option D is a strong defence for Eleanor - if she can prove any evidence of periodic maintenance or control, James’s claim may fail. Adverse possession requires complete and exclusive possession, so occasional use by the true owner weakens the claim. Option E is partly correct, as long-term occupation does favour possessors, but Eleanor’s registered title remains a strong legal defence. James’s application will likely be rejected unless he can show that Eleanor abandoned the land completely or allowed him to make substantial improvements.

Question 70

Correct answer: B

Explanation:

Under the Highways Act 1980, a public right of way can arise through presumed dedication if a path has been used by the public for at least 20 years without interruption or permission. Option A is incorrect because landowners do not have to give express permission for a right of way to be established. Option B is correct because continuous, unchallenged public use for at least 20 years suggests presumed dedication, and Michael’s failure to object earlier strengthens the claim. Option C is incorrect because merely erecting fences does not erase a previously established right of way. Option D is incorrect because public rights of way can arise through long-term use, not just formal dedication. Option E is also incorrect because while the definitive map records rights of way, unrecorded paths can still be legally enforceable if they meet the requirements of presumed dedication.

Question 71

Correct Answer: B

Explanation:

UK charity law does not recognize political activities as charitable purposes. In McGovern v Attorney-General [1982], the court ruled that trusts cannot promote political change while remaining charitable. While environmental conservation is a valid charitable purpose under the Charities Act 2011, using trust funds for a political campaign exceeds the scope of the trust’s lawful activities. Option A is incorrect because supporting climate policy reform is considered political activity, which is not a charitable purpose. Option C is incorrect because the trust is valid, and charitable trusts can have broad objectives under the Charities Act. The issue is how the funds are used, not whether the trust is uncertain. Option D is incorrect because charitable trusts do not have direct beneficiaries. The Charity Commission or Attorney General has standing to challenge unlawful use of funds, not individual beneficiaries. Option E is incorrect because even partial misallocation of trust funds to non-charitable purposes is unlawful. Trustees must strictly adhere to charitable purposes, as confirmed in Independent Schools Council v Charity Commission [2011]. The correct answer is B: The trustees have acted outside their powers by funding a political campaign, violating UK charity law.

Question 72

Correct answer: B

Explanation:

Under UK law, marriage automatically revokes a prior will unless the will was made in contemplation of that marriage, meaning the 2015 will is invalid. The correct answer is B, as Edward’s estate will be distributed according to intestacy rules, which typically provide for the spouse and children to share the estate. Anna may inherit a substantial portion under intestacy, but Claire will also have a claim as Edward’s daughter. The argument that courts will uphold Edward’s expressed wishes (C) is incorrect, as statutory law overrides informal expressions of intent. The doctrine of equitable rectification (D) is used in cases of clerical error or misunderstanding, but it does not apply when a will is legally revoked. Negotiated settlements (E) are possible but would require all parties’ agreement.

Question 73

Correct Answer: A

Explanation:

Jessica must ensure that the £15,000 error is corrected before any further withdrawals are made, which is why Option A is correct. Proper allocation of funds is essential to avoid breaching the SRA Accounts Rules. Option B allows for improper deductions before correcting the misallocation. Option C allows an improper withdrawal before correcting the error and does not consider client consent. Option D does not prioritise correcting the error before making deductions from the client account. Option E suggests rectifying the error after withdrawals, which could lead to accounting issues.

Question 74

Correct Answer: A

Explanation:

Unlawful act manslaughter occurs when a person commits a criminal act that is dangerous and leads to death. In R v Church (1966), the court ruled that the act must be objectively dangerous, meaning a reasonable person would see the risk of harm. A is correct because Jacob’s act was inherently dangerous, and death was a foreseeable consequence. B is incorrect because gross negligence manslaughter requires a duty of care, which Jacob did not owe. C is incorrect because intent to harm is not necessary for unlawful act manslaughter. D is incorrect because arson alone does not negate manslaughter liability. E is incorrect because unlawful act manslaughter applies even if the fatal harm is not directly inflicted.

Question 75

Correct Answer: A

Explanation:

Option A is correct because PACE 1984 guarantees a suspect’s right to legal representation before and during police questioning. If the police discouraged Sophie from waiting for a solicitor, her waiver may not have been valid, making her statements inadmissible. Option B is incorrect because the right to legal advice cannot be bypassed merely for convenience, and the police must take reasonable steps to facilitate it. Option C is misleading because while voluntariness is a factor, the burden is on the prosecution to prove that Sophie’s waiver was informed and not pressured. Option D is partially correct, but the main issue is compliance with PACE 1984, not just Article 6 ECHR considerations. Option E is incorrect because failure to provide a solicitor does not automatically lead to a case being dismissed - only the inadmissibility of statements may result.

Question 76

Correct answer: A

Explanation:

Under common law, if a tenant remains in occupation after a fixed-term lease expires, the terms of the original lease often continue to apply unless explicitly changed. A statutory periodic tenancy will usually inherit the same restrictive covenants unless the landlord agrees otherwise. Since Michael never agreed to remove the restriction, he can enforce it and potentially seek legal remedies. Option B is incorrect, as the absence of a new lease does not necessarily remove the obligations of the old lease. While some lease terms may not continue, key restrictions - such as use limitations - can still apply. Option C is also valid, as courts often uphold restrictive covenants that protect landlord interests, particularly when they maintain the original purpose of the lease. Michael can argue that allowing a bar fundamentally alters the intended use of the premises. Option D is misleading, as Michael’s inaction does not necessarily waive his rights. Landlords can still enforce lease covenants even if they do not immediately object to changes, provided they act within a reasonable timeframe. Option E is partly correct, as some leases contain specific clauses stating that restrictions continue. However, even without such a clause, courts have upheld similar restrictions in periodic tenancies. Michael could also rely on nuisance laws if the bar operation causes significant disruption.

Question 77

Correct answer: B

Explanation:

Property co-ownership in England and Wales follows the presumption of joint tenancy unless expressly stated otherwise. Option A is incorrect because financial contributions alone do not automatically determine ownership shares. Option B is correct because joint tenants share equal ownership, regardless of contributions, unless they sever the joint tenancy or prove a different agreement. Option C is partially correct because Tom can argue a resulting trust, but he must provide clear evidence that both parties intended an unequal split. Option D is incorrect because financial contributions do not automatically require reimbursement unless an agreement specifies this. Option E is also incorrect because family law does not provide an automatic right to a larger share based on financial input alone - property ownership is determined by legal and equitable principles.

Question 78

Correct Answer: B

Explanation:

The trustees have breached their fiduciary duties by imposing an additional requirement (financial hardship) that is not in the trust instrument. In Re Hastings-Bass [1975], the court ruled that trustees must act within the scope of their powers and cannot introduce conditions that restrict beneficiaries’ rights beyond what the trust provides. The trust allows for housing support, and Sam’s request falls within the intended purpose. Option A is incorrect because even when discretion is absolute, trustees must properly consider requests and cannot introduce new conditions arbitrarily. Option C is incorrect because the trust instrument does not establish a strict hierarchy between education and housing. Trustees cannot favor one purpose over another unless the trust explicitly requires it. Option D is incorrect because discretionary trusts do not fail for uncertainty unless they are impossible to administer. The beneficiaries and purposes are clearly identified, so the trust remains valid. Option E is incorrect because trustees do not have a general obligation to disclose their reasoning. However, if their decisions are arbitrary or improperly influenced, courts may intervene. The correct answer is B: The trustees failed to properly exercise their discretion by imposing a financial hardship requirement that was not part of the trust terms.

Question 79

Correct answer: C

Explanation:

A challenge to a will based on undue influence requires the challenger to prove coercion, but in cases where a beneficiary was in a position of power over a vulnerable testator, the court may shift the burden of proof to the beneficiary. The correct answer is C, as Susan must demonstrate that Barbara had full mental capacity and acted independently when executing the 2023 will. Courts are particularly cautious in cases where carers, close friends, or legal advisors are the primary beneficiaries of a new will, as this raises suspicions of undue influence. The fact that both witnesses were Susan’s friends could also raise concerns but does not automatically invalidate the will (D is incorrect). Medical evidence will be key - if Barbara’s condition severely impaired her cognitive abilities, the court may find that she lacked testamentary capacity (E), but this must be proven. The general principle is that a valid will should be upheld unless strong evidence proves otherwise.

Question 80

Correct Answer: B

Explanation:

Lisa must first correct the £15,000 error before making any withdrawals or distributions, and client consent is required to withdraw legal fees. Option B ensures that all actions comply with the SRA Accounts Rules. Option A allows for improper withdrawals before correcting the error. Option C allows deductions before the error is addressed and could lead to improper fund allocation. Option D involves unnecessary communication with the beneficiaries, which is not required to fix the error. Option E allows withdrawals before correcting the misallocation and does not consider the requirement for client consent.

Question 81

Correct Answer: E

Explanation:

The Supreme Court ruling in R v Jogee (2016) changed the law on joint enterprise, stating that mere foresight is insufficient for a murder conviction. Instead, there must be intention to assist or encourage the principal offender. Here, Connor participated in the robbery, but the evidence does not show that he encouraged or intended for Liam to commit murder. A is incorrect because joint enterprise no longer operates under the old law where foresight alone was enough. B is incorrect because manslaughter still requires a form of recklessness, and Connor had no reason to anticipate Liam’s actions. C is incorrect because mere presence at a crime scene does not make someone liable if they had no involvement in the killing. D is incorrect because assisting an offender applies to those who help criminals evade justice, which Connor did not do. E is correct because the modern test for joint enterprise murder requires proof of intent, not just participation in a related crime.

Question 82

Correct Answer: A

Explanation:

Option A is correct because PACE 1984 allows detention up to 36 hours with senior officer approval, after which a magistrate must approve further extensions. The necessity test must be satisfied to justify continued detention. Option B is incorrect because the police do not have unlimited authority to detain suspects without charge. Option C is incorrect because detention beyond 24 hours is lawful in some cases, provided that proper authorisation is obtained. Option D is partially correct, but the maximum detention periods under PACE must be observed. Option E is incorrect because terrorism-related cases have separate detention rules, and standard criminal investigations do not have an absolute 24-hour limit.

Question 83

Correct answer: C

Explanation:

The correct answer is C, as planning permission and restrictive covenants are separate legal considerations. Even if local authorities allow commercial use, private land agreements remain enforceable unless legally removed. Emma must apply for modification or discharge before proceeding. Option A is also valid, as restrictive covenants run with the land and continue to bind future owners unless they are formally discharged or deemed unenforceable. Paul, as a neighbouring landowner, has a right to enforce it if he benefits from the restriction. Option B is misleading, as covenants do not automatically become unenforceable over time. Emma would need to provide strong evidence that the covenant no longer serves its intended purpose and apply to the Upper Tribunal (Lands Chamber) for a formal decision. Option D is incorrect, as restrictive covenants are attached to the land, not just the original owners. Emma is bound by the covenant regardless of whether she personally agreed to it. Option E is partially correct, as restrictive covenants remain enforceable unless formally released or modified. However, the fact that similar properties in the area have changed may help Emma argue for modification.

Question 84

Correct answer: B

Explanation:

An easement by prescription can arise under the doctrine of lost modern grant if land has been used as of right (without permission, secrecy, or force) for at least 20 years. Option A is incorrect because express permission is not required for a prescriptive easement to be established. Option B is correct because Richard’s long-term, uninterrupted use suggests an easement by prescription may exist, meaning James cannot lawfully restrict access. Option C is incorrect because informal permissions do not necessarily prevent a prescriptive easement from arising. Option D is misleading because while the local council can register public rights of way, this does not automatically apply in private disputes. Option E is also incorrect because inherited property rights do not override easements that have already been established - if Richard has acquired an easement, James must respect it.

Question 85

Correct Answer: B

Explanation:

For a discretionary trust to be valid, the beneficiaries (objects) must be ascertainable. In McPhail v Doulton [1971], the court ruled that a trust must satisfy the “is or is not” test - it must be possible to determine who is within the class of beneficiaries. Here, the trust does not specify any class of beneficiaries or provide any identifiable criteria, making it void for uncertainty of objects. Option A is incorrect because trustees need at least some guidance on beneficiary selection. If a trust allows completely unrestricted choice, it may fail for uncertainty. Option C is incorrect because trustees cannot invent criteria if the trust provides no guidance. The trust must define at least a general class of beneficiaries. Option D is incorrect because courts cannot fix a void trust. If a trust fails for uncertainty of objects, the funds typically revert to the settlor’s estate under a resulting trust. Option E is incorrect because a power of appointment must have clear wording distinguishing it from a trust. Here, the language suggests an obligation to distribute rather than a mere power. The correct answer is B: The trust fails for uncertainty of objects, as it does not identify any specific class of beneficiaries.

Question 86

Correct answer: B

Explanation:

This scenario involves the doctrine of ademption, which states that a specific gift in a will fails if the asset no longer exists at the time of death. The correct answer is B, as the house was sold before Martin’s death, meaning Emily’s specific legacy is no longer available, and she is not entitled to any substitute funds. Unlike residuary legacies, which allow for flexibility, a specific gift is revoked if the asset is no longer part of the estate. A is incorrect because courts do not reinterpret wills to achieve fairness. C is also incorrect, as there is no automatic right to substitute money for a lost specific gift. Emily could potentially claim under the Inheritance (Provision for Family and Dependants) Act 1975 (D), but this would only be successful if she could prove financial dependency. James’ argument (E) is partially correct but fails to acknowledge that Emily might have other legal avenues if she was financially dependent on Martin.

Question 87

Correct Answer: B

Explanation:

Oliver must correct the misallocation first before proceeding with any withdrawals or payments. Option B is correct because it ensures that the ledger reflects the correct balance and that all withdrawals are made after confirming client consent. Option A allows an improper withdrawal without addressing the misallocation first. Option C improperly allows for withdrawals before correcting the error. Option D introduces unnecessary steps of notifying the client and requesting additional funds, which is not required to correct the ledger. Option E correctly identifies the need for error correction but does not fully address the requirement for client consent before withdrawing funds.

Question 88

Correct Answer: A

Explanation:

Sophie can rely on the defence of self-defence if she can show that she used a proportionate amount of force in response to the threat posed by James. The law allows individuals to protect themselves when they fear imminent harm, but any response must be reasonable and proportionate. A is the correct answer because it acknowledges the need for proportionality in Sophie’s actions, considering she used a knife in what she perceived as a threatening situation. B is incorrect because Sophie did not have a clear opportunity to retreat, and the law does not require a defendant to withdraw from a threat if they are in immediate danger. C is incorrect because self-defence can involve the use of force, including a weapon, provided the force is proportionate to the perceived threat. D is incorrect because the history of abuse is relevant to Sophie's belief, but this does not automatically justify excessive force. E is incorrect because while self-defence requires an immediate threat, Sophie’s belief that she was at risk of harm is central to her defence, and she was entitled to react as she did given the circumstances.

Question 89

Correct Answer: A

Explanation:

Option A is correct because PACE 1984 states that confessions obtained through deception can be excluded if they are deemed unreliable. If Emma was misled into believing that false evidence existed, her confession may be ruled inadmissible. Option B is incorrect because psychological pressure and deception can render a confession involuntary. Option C is misleading because the prosecution must prove voluntariness beyond reasonable doubt, not merely that the confession was influenced. Option D is incorrect because deception does not automatically lead to case dismissal - only the exclusion of improperly obtained evidence. Option E is incorrect because while some deception is permissible, misleading a suspect to induce a confession is a significant legal issue.

Question 90

Correct answer: A

Explanation:

Lease agreements must be followed as written, and many leases require freeholder consent for any alterations, even minor ones. David and Lisa should have obtained permission before starting work. Option B is incorrect, as the wording of the lease takes precedence over assumptions about whether a change is significant or not. Just because a change is internal does not mean it is automatically allowed. Option C is also valid, as leasehold restrictions are legally binding, and tenants who disregard them may face legal consequences, including enforcement notices. Courts tend to uphold lease restrictions unless they are manifestly unreasonable. Option D is misleading, as while leaseholders have strong rights, freeholders retain control over the terms of the lease. David and Lisa may struggle to challenge the restriction unless they can show that it is unfair or inconsistently applied. Option E is correct in principle, as allowing one tenant to make changes without consent could create a precedent that weakens the freeholder’s ability to control future alterations. Many leasehold buildings enforce such clauses to maintain consistency.

Question 91

Correct answer: B

Explanation:

Under the Landlord and Tenant Act 1985, service charges must be reasonable, and leaseholders have the right to challenge them. Option A is incorrect because leaseholders are not required to pay unfair charges without question. Option B is correct because Sarah can apply to the First-tier Tribunal (Property Chamber) to dispute unreasonable service charges, and Mr Patel must provide a detailed breakdown of costs. Option C is incorrect because freeholders do not have unlimited discretion to impose charges - the law protects leaseholders from excessive fees. Option D is misleading because while Sarah can dispute the charges, she cannot withhold payment indefinitely without legal consequences. Option E is incorrect because leaseholders do have legal remedies, and disputes over service charges are commonly resolved in tribunals or courts.

Question 92

Correct answer: B

Explanation:

Trustees must exercise reasonable care and skill when managing trust funds, as required under the Trustee Act 2000. Even in discretionary trusts, trustees cannot act recklessly or fail to consider risks before making significant financial decisions. If Andrew and Kate failed to assess the investment properly, they may have breached their duty of care. Option A is incorrect because absolute discretion does not excuse negligence. Trustees must still act reasonably and prudently in their decision-making. Option C is incorrect because “general benefit” is sufficiently certain and does not invalidate the trust. Courts will interpret broad terms rather than void the trust for uncertainty. Option D is incorrect because trustees do not have to distribute funds equally unless the trust explicitly requires it. Discretionary trusts allow unequal allocations. Option E is incorrect because once a trustee validly distributes trust assets, the recipient is not required to return them, even if the decision was later found to be flawed. The liability falls on the trustees rather than Daniel. The correct answer is B: The trustees failed to properly assess the risks of the investment, breaching their duty of care under the Trustee Act 2000.

Question 93

Correct answer: B

Explanation:

The Inheritance (Provision for Family and Dependants) Act 1975 allows certain individuals, including stepchildren who were financially dependent on the deceased, to claim reasonable provision from an estate. The correct answer is B, as Sophie can argue that she relied on David’s financial support, particularly if she was still in education. Courts assess such claims based on financial need, the size of the estate, and the claimant’s relationship with the deceased. A is incorrect because a will, even if explicit, does not necessarily prevent claims under the Act. C is wrong because stepchildren who were dependent on the deceased can bring claims under the Act. D is an option but not a legal requirement - the executor has no duty to negotiate unless a claim is made. E is misleading, as verbal promises alone do not override a will, though they may be relevant in a separate proprietary estoppel claim.

Question 94

Correct Answer: B

Explanation:

Claire must correct the ledger to reflect the accurate balance before proceeding with the settlement payment or withdrawing fees. Option B ensures compliance with proper accounting practices and client instructions. Option A allows for incorrect accounting practices by delaying the correction of the error. Option C incorrectly allows for legal fee withdrawals before addressing the ledger discrepancy. Option D introduces unnecessary steps of notifying the client and requesting additional funds when the ledger should be corrected first. Option E allows for withdrawals and payments without addressing the misallocation of funds.

Question 95

Correct Answer: A

Explanation:

Under the Theft Act 1968, dishonesty is a key element of the offence, and Jane’s actions were indeed dishonest according to the test of dishonesty. The fact that she believed the supermarket could afford the loss does not absolve her of dishonesty, as the law assesses the nature of her conduct by whether her actions would be regarded as dishonest by the general public. A is the correct answer because it correctly identifies that Jane’s conduct would be viewed as dishonest, regardless of her reasoning for taking the money. B is incorrect because Jane’s dishonesty is the key element, not her intent to permanently deprive the supermarket. C is incorrect because misunderstanding does not excuse dishonest conduct, and her actions would still be considered dishonest by reasonable standards. D is incorrect because the intention to steal is not the only factor; her dishonesty and unlawful appropriation of property is sufficient for conviction. E is incorrect because dishonesty is central to the theft charge, and even if Jane was aware that she took money without consent, her actions would still need to be evaluated in light of what reasonable people would deem dishonest.

Question 96

Correct Answer: A

Explanation

The correct answer is A, as tenancy agreements bind successive landlords, and Sarah is legally required to honour any contractual rights granted to Oliver under the original lease. Oliver can challenge any attempt to evict him if the renewal clause remains valid. Option B is incorrect, as while landlords generally have discretion in lease renewals, they cannot ignore binding contractual clauses. The fact that Sarah did not personally agree to the renewal does not override the legal effect of the existing lease. Option C is misleading, as tenants do not automatically acquire renewal rights unless protected under the Landlord and Tenant Act 1954 or a similar statute. However, since Oliver’s renewal right was expressly written into the lease, he may still enforce it. Option D is wrong, as contractual lease terms remain binding on successors, even if they are not separately negotiated with the new landlord. Sarah bought the property subject to existing tenancies, meaning Oliver’s renewal clause remains enforceable. Option E is partly correct, as a landlord’s obligations depend on whether they were aware of tenancy conditions at the time of purchase. However, most property purchases involving tenanted properties expressly include tenant rights, making Sarah bound by the renewal clause.

Question 97

Correct answer: B

Explanation:

Under equitable principles, a constructive trust may arise where one party has contributed financially and relied on an understanding that they would have an interest in the property. Option A is incorrect because legal title does not always determine beneficial ownership. Option B is correct because if Rachel can prove a common intention to share ownership and that she relied on this to her detriment, she may have an equitable claim. Option C is incorrect because sole legal owners must follow legal eviction procedures. Option D is incorrect because common-law marriage is not legally recognised in England and Wales. Option E is incorrect because adverse possession does not apply when occupation is consensual.

Question 98

Correct Answer: B

Explanation:

Jacob’s interest is contingent on him reaching 30, meaning he does not yet own the capital outright. Under trust law, contingent interests cannot be assigned because they are not guaranteed to vest. If Jacob dies before 30, the capital will pass to the charity, not Jacob’s estate or any transferee. Option A is incorrect because Jacob does not yet have a vested right to the capital - his right is dependent on him surviving until 30. A true vested interest is one that is already owned and enforceable. Option C is incorrect because Jacob’s interest is not merely postponed - it is contingent. If he fails to meet the condition (reaching 30), the interest never vests at all. Option D is incorrect because the trust deed explicitly states that capital distribution occurs at 30. The trustees cannot distribute early unless the trust instrument allows it. Option E is incorrect because the charity does not have an immediate controlling interest - it is only a contingent beneficiary. The trustees administer the trust, not the charity. The correct answer is B: Jacob cannot assign his interest because it is contingent upon him reaching 30, meaning he does not yet have an absolute right to the capital.

Question 99

Correct answer: B

Explanation:

The key legal issues in this scenario are testamentary capacity and undue influence. The correct answer is B, as Brian may have grounds to challenge the will if he can prove Margaret lacked capacity due to cognitive decline. Under Banks v Goodfellow (1870), a testator must understand the nature of making a will, the extent of their property, the claims of potential beneficiaries, and must not be suffering from any disorder affecting their decisions. A is incorrect because while testamentary freedom is respected, valid challenges can be made if evidence suggests incapacity. C is misleading, as undue influence is difficult to prove - there is no automatic presumption, and the burden of proof lies with the person alleging it, not Alice. D is incorrect because intestacy rules only apply if the will is declared completely invalid, which is not automatic upon challenge. E is also wrong, as adult children do not have an automatic right to inheritance unless they were financially dependent on the deceased.

Question 100

Correct Answer: B

Explanation:

John must first correct the ledger to ensure accuracy before proceeding with any further transactions or withdrawals. Option B ensures that the account reflects the correct balance before making the payment. Option A allows for an improper payment without correcting the ledger. Option C allows for deductions and payments before correcting the ledger, which is not compliant with accounting rules. Option D unnecessarily involves the client in the correction of the error, which is not required. Option E correctly identifies the need to notify the COFA but fails to mention the importance of obtaining client consent.

Question 101

Correct Answer: A

Explanation:

Burglary under Section 9 of the Theft Act 1968 can occur when a person enters a building or part of a building unlawfully with the intent to commit theft, and this is precisely what happened in Mark’s case. Even though Mark did not immediately find anything of value, he entered with the intent to steal, which satisfies the requirement for burglary. A is correct because it acknowledges that the intent to steal at the time of entry makes the offence burglary, even if nothing was actually taken. B is incorrect because burglary does not require the actual theft of property - intent to steal is sufficient. C is incorrect because unlawful entry does not require forced entry; merely entering without permission is enough. D is incorrect because the law of burglary applies to any building or part of a building, including garages, not just residential properties. E is incorrect because intent to steal at the time of entry is sufficient for a conviction of burglary, and it does not matter whether the intent was formed before or after entering the premises.

Question 102

Correct Answer: A

Explanation:

Option A is correct because pleading guilty at an early stage results in a sentence reduction of up to one-third under the Sentencing Council guidelines. The discount decreases as the case progresses. Option B is incorrect because there are strategic reasons to plead guilty, especially when the evidence is overwhelming. Option C is incorrect because a guilty plea does not guarantee a non-custodial sentence - serious offences can still result in imprisonment. Option D is incorrect because plea bargaining is not a formalised process in the UK like in some other jurisdictions, and sentence reductions are at the court’s discretion, not the prosecution’s. Option E is incorrect because sentencing discounts for guilty pleas are well established in UK law.

Question 103

Correct answer: A

Explanation:

The correct answer is A, as landlords must provide tenants with all required documents before issuing a valid Section 21 notice. Sophie’s failure to do so makes the eviction notice unenforceable, and she must first correct this before attempting another eviction. Option B is misleading, as while rent arrears provide a valid ground for eviction under Section 8, Sophie did not serve a Section 8 notice - she relied on a Section 21 notice, which is now invalid. She would need to issue a new, properly served notice before proceeding. Option C is also correct, as Section 21 notices are strictly regulated, and a missing document - such as an EPC or How to Rent guide - automatically invalidates the notice. Sophie must provide the documents and serve a new notice. Option D is incorrect, as non-payment of rent does not override statutory requirements for a Section 21 notice. Ryan’s arrears would be relevant under Section 8, but Sophie’s chosen eviction route is legally flawed. Option E is correct in principle, as strict compliance with landlord regulations is required for a valid Section 21 eviction. Until Sophie remedies the error, Ryan legally remains a tenant, and eviction proceedings cannot proceed.

Question 104

Correct answer: B

Explanation:

A prescriptive right can be acquired under the doctrine of lost modern grant, but it requires at least 20 years of continuous, open, and non-consensual use. Option A is incorrect because some profits à prendre (such as fishing rights) can be acquired by prescription. Option B is correct because Lucy has only used the lake for 15 years, meaning she does not yet meet the 20-year requirement. Option C is misleading because equitable estoppel generally requires some form of assurance from the landowner, which David did not provide. Option D is incorrect because there is no automatic common law right to fish on private land. Option E is incorrect because while Lucy was technically using the lake without permission, this does not immediately make her a trespasser, as prescriptive rights can sometimes develop over time.

Question 105

Correct Answer: C

Explanation:

Lily’s interest in the trust is contingent on her reaching 25, meaning it is not a present asset that creditors can claim. Until she meets the condition, her interest is uncertain, and if she were to die before 25, the capital would pass to James. Contingent interests do not create an immediate right to trust property, so creditors cannot seize them. Option A is incorrect because although beneficiaries have equitable rights, Lily’s right is not yet vested, making it inaccessible to creditors. Option B is incorrect because while the trustees can refuse to distribute early, the main legal issue is that Lily’s interest is not vested yet. Option D is incorrect because trustees do not have an automatic duty to advance trust funds - they must follow the terms of the trust, and the trust instrument specifies distribution at 25. Option E is incorrect because James’ contingent interest does not give him the power to interfere - his interest only arises if Lily dies before 25. The correct answer is C: Lily’s interest is contingent on her reaching 25, so her creditors cannot seize the trust capital.

Question 106

Correct answer: B

Explanation:

Under the Wills Act 1837, as amended by the Administration of Estates Act 1925, divorce does not invalidate a will but treats the former spouse as if they had predeceased the testator. The correct answer is B, as Janet is automatically removed as a beneficiary, and Oliver, the named alternative, inherits. A is incorrect because Harold’s divorce meant that Janet was no longer considered part of the will. C is wrong because intestacy rules only apply when there is no valid will, and Oliver was already named as a beneficiary. D is incorrect because a will remains valid even after divorce - it is only the former spouse’s entitlement that is revoked. E is misleading, as Oliver was not just a contingent beneficiary; he was explicitly named as an alternative, and since Janet was deemed to have predeceased Harold, he now inherits.

Question 107

Correct Answer: B

Explanation:

Hannah must correct the misallocation before proceeding with any payments from the estate account. Option B ensures compliance with proper accounting practices and ensures that the estate’s balance is accurate before making any distributions. Option A allows for improper transactions before correcting the error. Option C allows for payments before correcting the error, which could lead to future complications. Option D introduces unnecessary steps of notifying the beneficiaries and requesting additional funds, which is not required in this case. Option E correctly identifies the need to notify the COFA but does not focus on the necessary corrections to the account before proceeding with the payment.

Question 108

Correct Answer: A

Explanation:

Under Section 54 of the Coroners and Justice Act 2009, a defendant can be convicted of voluntary manslaughter instead of murder if they can show that they lost control due to a qualifying trigger, such as provocation or fear of serious harm. In Sarah’s case, the affair and taunting by David can amount to such a trigger, and the law allows for a temporary loss of control due to intense emotional distress. A is the correct answer because it accurately reflects the law of voluntary manslaughter and the defence of loss of control based on provocation. B is incorrect because the law does not require the reaction to be proportionate, as long as it was caused by a qualifying trigger. C is incorrect because diminished responsibility is a separate defence related to mental disorders, and it is not required for loss of control. D is incorrect because the law does not require an immediate response, but the loss of control must occur during or soon after the provocation. E is incorrect because the fact that Sarah used a knife does not rule out the defence of loss of control if the killing was not premeditated or planned.

Question 109

Correct Answer: A

Explanation:

Option A is correct because under section 6(6) and section 7(6) of the Road Traffic Act 1988, it is a criminal offence to fail to provide a breath sample when lawfully required by the police. The police do not need to prove that David was over the limit 6- his refusal alone is sufficient for conviction. Option B is incorrect because police officers only need reasonable suspicion of intoxication to require a breath test, not definitive proof. Option C is incorrect because there is no requirement for a prior conviction - first-time offenders can still be prosecuted for refusal. Option D is incorrect because failing to provide a sample is an offence separate from drink driving, and a conviction can carry serious penalties. Option E is incorrect because a suspect does not have an automatic right to consult a solicitor before taking a breath test, as the requirement is immediate, and delaying could allow alcohol levels to change.

Question 110

Correct answer: A

Explanation:

The correct answer is A, as tenants remain liable for rent until the end of the fixed term unless the landlord explicitly accepts the surrender or a new tenant moves in. Laura’s departure does not automatically release her from her contractual obligations. Option B is incorrect, as a landlord’s efforts to find a replacement do not automatically amount to surrender acceptance. James is legally entitled to seek a new tenant while still enforcing Laura’s liability. Option C is misleading, as while finding a new tenant may end Laura’s liability, this does not happen automatically. Until James re-lets the property, Laura remains responsible for the rent. Option D is incorrect, as vacating the property does not end a tenant’s contractual duty to pay rent. James is not legally required to mitigate losses, although doing so is in his interest. Option E is also correct, as tenancy contracts remain binding unless lawfully terminated. Laura’s only way out would have been through assignment, surrender, or re-letting, none of which happened.

Question 111

Correct answer: B

Explanation:

Under English property law, a joint tenant can unilaterally sever the joint tenancy, converting it into a tenancy in common. Option A is incorrect because joint tenants do not need mutual consent to sever the tenancy. Option B is correct because Emily can sever the joint tenancy by serving a written notice of severance, allowing her to sell her share. Option C is incorrect because financial hardship is not a requirement for severance. Option D is misleading because while courts do prioritise stability, they do not prevent severance if one party wishes to change the co-ownership structure. Option E is incorrect because severance does not require Land Registry approval - it simply needs a valid notice served to the other co-owner.

Question 112

Correct Answer: B

Explanation:

While trustees of a discretionary trust have broad powers, they must exercise discretion fairly and reasonably. Trustees cannot arbitrarily favor one beneficiary over others without considering all interests. Courts may intervene if a trustee fails to consider all relevant factors or acts irrationally. Option A is incorrect because absolute discretion does not excuse unreasonable or arbitrary conduct. Courts will review trustee decisions if they are irrational, arbitrary, or fail to consider all beneficiaries. Option C is incorrect because discretionary trusts do not require rigid certainty - general welfare and education are valid purposes that courts can interpret. Option D is incorrect because trustees are not required to distribute funds equally - they can allocate funds unequally based on beneficiary needs, but they must justify their decisions. Option E is incorrect because courts do not typically force beneficiaries to return funds - instead, they hold trustees accountable and may order future distributions to be more balanced. The correct answer is B: Alice and Chloe can challenge David’s decision if he is unfairly favouring Ben, as trustees must exercise discretion fairly and consider all beneficiaries.

Question 113

Correct answer: B

Explanation:

Under Section 18 of the Wills Act 1837, marriage automatically revokes a will unless the will was made in contemplation of that specific marriage and contains a statement to that effect. The correct answer is B, as Eleanor’s marriage to Richard revoked her 2017 will, meaning that she died intestate. Under intestacy rules, Richard, as her spouse, is entitled to inherit a statutory share, while the remainder is distributed according to the rules of intestacy. A is incorrect because marriage does revoke a will unless expressly stated otherwise. C is misleading, as simply naming Richard does not protect the will from revocation. D is incorrect because marriage does not modify a will- it either revokes it entirely or has no effect if made in contemplation of marriage. E is correct in part but misleading because the statutory share rules depend on the total value of the estate, and Richard may inherit everything if it falls below the threshold.

Question 114

Correct Answer: B

Explanation:

Freya must first correct the error before withdrawing any funds or proceeding with any payments to ensure compliance with the SRA Accounts Rules. Option B ensures the client account is accurate and all transactions are handled properly. Option A allows for payments without correcting the error, which is non-compliant. Option C allows for withdrawals before correcting the ledger, which is improper. Option D introduces unnecessary steps involving the client and additional funds, which are not required. Option E correctly identifies the need to notify the COFA but does not fully address the priority of correcting the misallocation.

Question 115

Correct Answer: A

Explanation:

Option A is the most accurate advice because self-defence applies when an individual feels threatened and uses reasonable force to protect themselves. In this scenario, Sarah was in immediate fear of harm due to Robert’s physical proximity and inappropriate behaviour. The push, although tragic in its outcome, was a reasonable response to defend herself in the circumstances, as she did not intend to cause harm but simply to stop Robert from approaching further. The fact that Robert’s injury was accidental does not negate her right to defend herself, as self-defence allows for force to be used in a situation where an individual believes they are at risk, even if the force used leads to unintended consequences. Self-defence is about the reasonableness of the response, not about the result of the act. Sarah was not acting recklessly, and her response was based on a genuine fear for her safety, which is a key element in self-defence. Options B and C incorrectly focus on the disproportionality of her response or suggest that provocation is a valid excuse for physical harm, which is not a defence in such cases unless the provocation is immediate and severe. D suggests manslaughter by gross negligence, but this charge is typically reserved for situations where the individual acts in a way that demonstrates a disregard for the risks involved, which is not the case here. Finally, E inaccurately suggests that Sarah’s actions were due to a loss of control, which would only be relevant in cases of voluntary manslaughter where the individual acts in a sudden rage, which is not applicable in this case.

Question 116

Correct Answer: A

Explanation:

Option A is correct because Magistrates’ Courts have the discretion to proceed with a trial in the defendant’s absence if they believe the absence is unjustified. If Sophie had a valid reason, she could apply to have the case reopened under section 142 of the Magistrates' Courts Act 1980. Option B is incorrect because trials can legally take place without the defendant if the court determines they were properly notified. Option C is incorrect because appealing to the Crown Court is not automatic - Sophie would need to apply, and the appeal would be on the merits of the case, not simply her absence. Option D is incorrect because the prosecution is not required to drop the case if a defendant fails to appear. Option E is incorrect because courts are not obliged to adjourn trials simply because a defendant does not attend - whether to proceed or adjourn is at the discretion of the magistrates.

Question 117

Correct answer: A

Explanation:

Courts generally grant relief from forfeiture if a leaseholder pays arrears before final proceedings. Charlotte can argue that her willingness to pay should prevent the lease from being forfeited. Option B is misleading, as while forfeiture may be permitted in the lease, courts strongly discourage residential lease forfeiture for minor arrears. Charlotte’s ability to repay makes forfeiture unlikely. Option C is also correct in principle, as courts consider forfeiture a last resort and typically allow tenants to remedy breaches before eviction. Charlotte should have the chance to settle the arrears. Option D is correct in part, as forfeiture can proceed only if Charlotte fails to apply for relief. However, since she is actively fighting the claim, forfeiture is unlikely to succeed. Option E is incorrect, as the freeholder can initiate forfeiture proceedings, but they must comply with proper notice requirements. If they skipped procedural steps, Charlotte could challenge the claim.

Question 118

Correct answer: A

Explanation:

Michael may have a claim under adverse possession, but the requirements depend on whether the land is registered or unregistered. Option A is correct because, for registered land, Michael needs to show at least 10 years of continuous and exclusive use, but Paul can object. For unregistered land, 12 years of occupation without challenge can establish ownership. Option B is incorrect because while legal title is significant, adverse possession can override registered ownership in certain cases. Option C is misleading because while Michael has exceeded 12 years, his claim is not automatic, especially if the land is registered. Option D is incorrect because adverse possession applies even if the land is not abandoned, provided the occupier meets the legal requirements. Option E is misleading because Paul does not need a court order to establish his ownership - he only needs to object to Michael’s claim if the land is registered.

Question 119

Correct Answer: A

Explanation:

A trustee must adhere to the terms of the trust and cannot distribute capital if the trust explicitly prohibits it. In this case, Margaret’s trust specifies that Oliver and Rachel are entitled to income only, while the capital is preserved for their children. Lucas must follow the trust instrument, and Oliver’s claim will fail. Option B is incorrect because a trustee’s duty is to follow the trust terms, not to prioritize current beneficiaries at the expense of future ones. Option C is incorrect because a trustee cannot override the trust instrument - their discretion only applies where the trust allows flexibility. Option D is partially correct, as the Variation of Trusts Act 1958 allows modification if it benefits the beneficiaries, but Oliver alone cannot force a variation - all beneficiaries, including his children, would need to consent. Option E is incorrect because Rachel does not have an automatic right to capital - her entitlement is to income only, just like Oliver’s. The correct answer is A: The trustee must follow the trust’s terms and cannot distribute capital to Oliver.

Question 120

Correct answer: E

Explanation:

The correct answer is E, as the validity of the 2023 will depends on the Banks v Goodfellow test, which assesses whether the testator understood the nature and effect of the will, the extent of their assets, and their moral obligations toward potential beneficiaries. A is incorrect because the solicitor’s confirmation does not outweigh the need for a full capacity assessment. B is incorrect because a stroke does not automatically render a person incapable of making a will - it depends on the severity of cognitive impairment. C is misleading because while the burden of proof initially lies on the challenger, if doubts are raised about capacity, the proponent of the will may have to provide evidence of capacity. D is incorrect because mere influence by a beneficiary does not necessarily invalidate a will unless undue influence is proven. Ultimately, the court will examine medical evidence and testimony before reaching a decision.

Question 121

Correct Answer: B

Explanation:

Rachel should correct the misallocation first to ensure the accuracy of the client ledger. Option B ensures the client account is accurate before proceeding with any further payments or withdrawals. Option A allows for an improper transaction before correcting the error, which is not compliant with accounting rules. Option C improperly allows for deductions and payments before addressing the misallocation. Option D unnecessarily involves the client in addressing the error, which is not required to rectify the ledger. Option E correctly identifies the need to notify the COFA, but does not properly address correcting the error before proceeding with the payment.

Question 122

Correct Answer: A

Explanation:

Option A is the most appropriate advice because James’s response was rooted in a genuine fear for his safety. Thomas’s threatening behaviour and aggressive stance created an immediate threat, and James had a right to defend himself. The punch, though leading to a fatal injury, was not intended to cause death, and the force used can be considered reasonable in the circumstances. Self-defence allows an individual to protect themselves from harm, and it does not require that the level of force used be precisely proportionate to the threat, as long as it is not excessive in the heat of the moment. James believed that he was in imminent danger of harm, and in such circumstances, the law permits a defensive reaction. The fact that James acted in response to the perceived threat, rather than out of aggression or malice, supports his claim of self-defence. Option B inaccurately suggests that James’s punch was disproportionate, as the law takes into account the perception of the threat at the moment of the incident. C introduces provocation, but provocation alone does not provide a sufficient defence to justify the use of fatal force, especially where self-defence is a more appropriate claim. D focuses on loss of control, but in this case, the punch was a defensive reaction rather than a result of a loss of self-control due to provocation. E is incorrect because involuntary manslaughter applies when the defendant acts recklessly, but here, James’s actions were driven by a genuine belief that he was in danger, which makes his actions more aligned with self-defence.

Question 123

Correct Answer: A

Explanation:

Option A is correct because under section 34 of the Criminal Justice and Public Order Act 1994, the court may draw an adverse inference if a suspect remains silent during police questioning and later relies on a defence that was not mentioned earlier. However, the court must consider the circumstances and whether James had a reasonable explanation for staying silent. Option B is incorrect because the right to silence is not absolute - while suspects can refuse to answer, an adverse inference can still be drawn. Option C is incorrect because although silence alone is not enough to convict, the prosecution can use it as part of their overall case. Option D is incorrect because suspects are not legally required to answer police questions, and officers cannot force them to do so. Option E is incorrect because silence does not automatically equate to guilt - other evidence is required for a conviction.

Question 124

Correct answer: A

Explanation:

The correct answer is A, as courts have discretion under Section 36 of the Administration of Justice Act 1970 to suspend possession proceedings if the borrower can prove they will clear the arrears in a reasonable time. If Jonathan can provide a solid repayment plan, he may avoid repossession. Option B is incorrect, as while lenders do have contractual rights, courts have a duty to consider whether possession is necessary and proportionate. Jonathan’s ability to catch up on arrears is a key factor. Option C is partially correct, as courts may delay possession if there is substantial equity and the borrower is actively trying to sell. However, this is only relevant if Jonathan intends to sell rather than stay in the home. Option D is incorrect, as courts do not always favour lenders if the borrower can demonstrate a repayment plan. Even if financial instability exists, Jonathan’s ability to pay in the future is what matters. Option E is misleading, as having a guarantor may help, but it is not a legal requirement for courts to suspend possession. Courts consider affordability rather than third-party guarantees.

Question 125

Correct answer: A

Explanation:

Sarah may have a valid claim through adverse possession, provided she can show 40 years of continuous, exclusive, and uninterrupted use. Option A is correct because adverse possession requires only 12 years for unregistered land, and since Sarah’s family occupied the land for far longer, she may apply for ownership. Option B is incorrect because ownership by adverse possession does not require the original belief that the land belonged to the claimant. Option C is misleading because new ownership does not automatically reset adverse possession, particularly if the period of occupation was completed before the transfer. Option D is partially correct because proprietary estoppel might apply if Sarah’s family relied on a belief that the land was theirs, but it does not grant automatic ownership. Option E is incorrect because adverse possession claims do not require prior Land Registry registration - Sarah can claim through occupation alone.

Question 126

Correct Answer: B

Explanation:

A protective trust is specifically designed to prevent beneficiaries from misusing their trust income. Once Daniel attempted to assign his interest, the protective clause automatically took effect, redirecting his income to his children via a discretionary trust. As a result, his creditors cannot enforce claims against his trust income. Option A is incorrect because protective trusts prevent creditors from seizing trust income. The entire purpose is to protect beneficiaries from their own financial mismanagement. Option C is incorrect because the triggering event is Daniel’s attempt to use the income as security, not his actual default. The trust instrument immediately diverts income once an attempt is made. Option D is incorrect because Daniel has no entitlement to the capital, meaning his creditors cannot access it. The trust is structured to protect capital for future beneficiaries. Option E is incorrect because while Daniel’s children become discretionary beneficiaries, they do not gain an absolute right - they rely on trustee discretion. The correct answer is B: The protective trust validly shields Daniel’s income, meaning his creditors cannot claim against it.

Question 127

Correct answer: E

Explanation:

The correct answer is E, as the court must evaluate whether undue influence was exercised, requiring proof that the testator was coerced into making a will they would not have otherwise made. A is incorrect because testamentary freedom is not absolute - wills made under coercion or manipulation can be invalidated. B is misleading because while undue influence can be presumed in some cases, it must still be proven through evidence. C is incorrect because even though the burden of proof lies with the challengers, the presence of a vulnerable testator and a major change in the will could shift the burden to the proponent of the will. D is misleading because reliance on a caregiver does not automatically invalidate a will; coercion must be proven. Courts will look at Margaret’s health, any legal advice received, and whether she made the decision of her own free will.

Question 128

Correct Answer: B

Explanation:

Olivia must first correct the misallocation to ensure the accuracy of the client ledger before proceeding with the distribution. Option B ensures compliance with proper accounting procedures. Option A allows for payments to be made before correcting the error, which is non-compliant. Option C allows for the withdrawal of legal fees before correcting the ledger, which is improper. Option D incorrectly involves the client in the error correction process, which is unnecessary. Option E correctly identifies the need to notify the COFA but does not fully address the requirement to correct the error before any distributions are made.

Question 129

Correct Answer: A

Explanation:

Option A provides the best legal advice as Catherine’s response can be justified under self-defence. She believed she was in immediate danger from Daniel’s persistent following and inappropriate comments, which made her feel threatened. The use of the knife, while it caused injury, was not intended to cause serious harm but to protect herself. Self-defence does not require the force used to be proportional to the threat, only that it is not excessive given the circumstances. In this case, Catherine acted impulsively, but her response was reasonable based on her genuine fear. The law allows the use of force to defend oneself, even if the outcome is not ideal, as long as it was not a reckless or unreasonable escalation. Option B wrongly suggests that Catherine’s response was disproportionate, as the law takes into account the context of self-defence, which includes the perceived level of threat at the time. C incorrectly introduces provocation, which is not a valid defence in this case, as Catherine was acting out of fear rather than being provoked into violence. D overlooks the fact that Catherine’s use of a knife, while potentially excessive, was rooted in a perceived threat, and the fact that she did not cause serious injury supports her self-defence claim. E is not suitable because Catherine’s actions were driven by fear, and the law permits a reasonable level of force in such situations. It would be more appropriate to seek a self-defence defence rather than pleading guilty to unlawful wounding.

Question 130

Correct Answer: A

Explanation:

Option A is correct because under section 58 of the Police and Criminal Evidence Act 1984 (PACE), all suspects have the right to legal advice before and during police questioning. The police should not have proceeded with Lisa’s interview without ensuring she had access to a solicitor. If this right was denied, her statements could be ruled inadmissible under section 76 of PACE, particularly if the court finds that the absence of a solicitor affected the fairness of the interview. Option B is incorrect because suspects are entitled to legal representation provided by the state, and the police cannot proceed without first offering this option. Option C is incorrect because while the absence of a solicitor may render evidence inadmissible, it does not automatically dismiss the entire case. Option D is incorrect because the law recognises that legal advice is crucial for ensuring a suspect understands their rights. Option E is incorrect because denying access to a solicitor is a serious breach of procedure, which can impact the admissibility of evidence, not just lead to a complaint.

Question 131

Correct answer: A

Explanation:

The correct answer is A, as Section 14 TOLATA allows a joint owner to apply for an order for sale if the other owner’s refusal is unreasonable. Megan’s financial hardship makes a strong case for forcing the sale. Option B is incorrect, as courts can override a co-owner’s refusal in cases where selling is necessary. Tom’s equal ownership does not give him an absolute right to block a sale. Option C is misleading, as while severing a joint tenancy would allow Megan to sell her share, it does not automatically force a sale of the whole property. A court order would still be required. Option D is incorrect, as courts will consider financial hardship and practical necessity over one party’s financial preferences. Tom’s investment interests alone may not be enough to block the sale. Option E is correct in principle, as courts often prioritize the party facing financial hardship. If Megan cannot afford to stay, the court is more likely to order a sale.

Question 132

Correct answer: B

Explanation:

James has a legal right to extend his lease by 90 years under the Leasehold Reform, Housing and Urban Development Act 1993, provided he has owned the property for at least two years. Option B is correct because if James and the freeholder cannot agree on a price, he can apply to the First-tier Tribunal for a fair valuation. Option A is incorrect because the freeholder’s demand is not automatically binding - the price must be reasonable. Option C is misleading because leases do not renew automatically, and leaseholders must actively apply for extensions. Option D is incorrect because lease extensions apply regardless of the remaining lease length - James does not need to wait. Option E is incorrect because courts do not reduce premiums based on financial hardship - the price is based on valuation, not personal circumstances.

Question 133

Correct Answer: C

Explanation:

Courts generally do not interfere with trustee discretion, but they can intervene if the decision-making process is irrational, unreasonable, or outside the trust’s purpose. The Wednesbury unreasonableness test (from Associated Provincial Picture Houses Ltd v Wednesbury Corporation [1948]) applies to trustees’ discretionary powers, meaning that if their decision is so unreasonable that no rational trustee would have made it, the court can intervene. Option A is incorrect because while trustees have broad discretion, their decisions must still be reasonable and not arbitrary. Option B is incorrect because trustees are not required to distribute equally unless the trust instrument states so. Option D is incorrect because the rule against perpetuities concerns the duration of trusts, not discretionary distributions. Option E is incorrect because while trustees should keep records, failure to do so does not automatically result in personal liability - it only becomes an issue if mismanagement is proven. The correct answer is C: The court will assess whether the trustees acted unreasonably under the Wednesbury unreasonableness test.

Question 134

Correct answer: C

Explanation:

The correct answer is C, as under the Inheritance (Provision for Family and Dependants) Act 1975, a spouse can claim financial provision if the will does not provide for them reasonably. A is incorrect because failing to update a will does not prevent a spouse from making a claim. B is misleading because marriage does not automatically override a will, though it does allow a spouse to challenge it. D is incorrect because a surviving spouse has a statutory right to claim, regardless of when the will was made. E is misleading because marriage revokes a will unless it was made in contemplation of that marriage, and if intestacy applies, Rachel’s entitlement depends on the estate’s value. The court will evaluate her financial needs and determine whether she should receive additional provision.

Question 135

Correct Answer: B

Explanation:

James must correct the £50,000 misallocation before proceeding with any withdrawals or payments from the client account. Option B ensures that the account balance is accurate before making any payments or deductions. Option A allows for improper withdrawals and payments before correcting the error, which is non-compliant. Option C allows for the withdrawal of legal fees before addressing the misallocation. Option D unnecessarily involves the client in addressing the error, which is not required to resolve the situation. Option E correctly identifies the need to notify the COFA but does not properly address the requirement for error correction before proceeding with the payment.

Question 136

Correct Answer: A

Explanation:

Option A is the most appropriate advice, as Tom acted out of a genuine fear for his safety, which could justify his use of force in self-defence. Paul’s aggressive behaviour and close proximity made Tom fear for his physical well-being, and the push, while leading to an unfortunate outcome, was a defensive action. The law allows for self-defence when an individual is in fear of imminent harm, and the force used must be proportionate to the threat. In this case, Tom’s push can be seen as a reasonable reaction to Paul’s threatening behaviour. B wrongly suggests that the push was disproportionate, but the law considers the context of the threat and the individual’s perception of danger. C introduces provocation, but provocation does not justify the use of force unless it leads to a loss of control, which is not clearly present in Tom’s case. D is incorrect because Tom’s actions were driven by fear, not recklessness, and the push was a reasonable defensive measure. E is not suitable because Tom’s actions were defensive and not reckless in the legal sense. A self-defence argument is more appropriate than pleading guilty to involuntary manslaughter.

Question 137

Correct Answer: A

Explanation:

Option A is correct because if there is credible evidence that Mark breached his bail conditions, the court has the discretion to revoke bail under the Bail Act 1976. The court will assess whether Mark poses a risk to Sarah or the justice process. If he can provide evidence that he did not send the message, this may influence the court’s decision. Option B is incorrect because bail is not automatically revoked upon an accusation - each case is considered on its own merits. Option C is incorrect because bail hearings apply a lower standard of proof than a full criminal trial - the prosecution does not need to prove the breach beyond reasonable doubt. Option D is incorrect because breaching bail is not always a separate offence - it is primarily a ground for reconsidering bail. Option E is incorrect because the court does not need direct proof or a confession to revoke bail - circumstantial evidence may be sufficient.

Question 138

Correct answer: A

Explanation:

The correct answer is A, as privity of estate ensures that a lease transfers to a new freehold owner unless expressly excluded. Under Section 3 of the Landlord and Tenant Act 1985, Daniel is bound by Jordan’s lease and must honour its terms. Option B is incorrect, as a new freehold owner is usually bound by existing leases, even if they were not a party to the original agreement. The principle of privity of estate applies in such cases. Option C is misleading, as registration is only required for leases over seven years under the Land Registration Act 2002. Since Jordan’s lease is only five years, it remains valid even if unregistered. Option D is incorrect, as a lease does not need express wording to transfer. Unless there is an explicit exclusion, leases normally bind successors in title. Option E is correct in principle, as Section 3 of the Landlord and Tenant Act 1985 ensures leases automatically transfer to new landlords. However, the reasoning in A provides a clearer legal basis.

Question 139

Correct answer: A

Explanation:

Emily has a valid claim under prescriptive easement. Option A is correct because under the doctrine of prescription, if a person uses land openly, without force, and without permission for at least 20 years, they can claim an easement as of right. Option B is incorrect because formal registration is not required for an easement to arise through prescription. Option C is misleading because equitable easements based on detrimental reliance (proprietary estoppel) require evidence that Emily acted to her detriment, which is not essential for prescriptive rights. Option D is incorrect because permission is not a requirement for prescription - on the contrary, the right arises because it was used without permission. Option E is incorrect because Emily does not need consent - her right has already been established through long-term use.

Question 140

Correct Answer: B

Explanation:

Trustees must balance the interests of current and future beneficiaries. While they have discretion over income distributions, withholding all income without justification may be considered a failure to exercise discretion properly. Courts have ruled that trustees must actively consider beneficiaries’ needs rather than simply focusing on long-term capital growth (Re Brockbank [1948]). Option A is incorrect because trustees are not obligated to distribute all income, only to exercise their discretion fairly. Option C is incorrect because long-term capital appreciation does not justify completely ignoring the needs of current beneficiaries. Trustees must strike a balance between present and future interests. Option D is incorrect because the trust is not invalid, but the trustees’ conduct may be questioned. Option E is incorrect because while beneficiaries can seek variation under the Variation of Trusts Act 1958, courts rarely interfere unless there is real hardship. The correct answer is B: The trustees must consider the interests of both current and future beneficiaries when making decisions about income distribution.

Question 141

Correct answer: E

Explanation:

The correct answer is E, as the validity of the 2024 will depends on whether Richard met the Banks v Goodfellow test, which requires that he understood the nature and effect of the will, the extent of his assets, and his obligations toward beneficiaries. A is incorrect because a solicitor’s statement does not override medical evidence of cognitive impairment. B is incorrect because a diagnosis of dementia does not automatically invalidate a will; capacity is assessed at the time of execution. C is misleading because while the burden of proof initially lies on the challenger, if concerns about capacity are raised, the burden may shift to the will’s proponents. D is incorrect because undue influence must be proven and is not presumed solely due to dependence on certain beneficiaries. The court will review medical reports, witness statements, and the solicitor’s notes to determine whether Richard had the necessary capacity and acted of his own free will.

Question 142

Correct Answer: B

Explanation:

Sophia must first correct the misallocation to ensure the client account reflects the accurate balance before making any payments or withdrawals. Option B ensures compliance with proper accounting rules and protects the integrity of the client account. Option A allows for an improper transaction before correcting the error. Option C allows for deductions and payments before correcting the misallocation, which is incorrect. Option D incorrectly involves the client in addressing the error, which is not necessary. Option E correctly identifies the need to notify the COFA but should focus on the importance of correcting the ledger before making any payments.

Question 143

Correct Answer: A

Explanation:

Option A is the most appropriate advice because Lucy acted in self-defence in response to an immediate and serious threat from Edward, who was armed with a knife. Her use of pepper spray was a reasonable measure to neutralise that threat, and self-defence can justify the use of force, including using a weapon like pepper spray when one is at risk. The fact that Edward’s death resulted from an unfortunate accident does not undermine Lucy’s right to defend herself. B incorrectly suggests that Lucy’s response was excessive, but the law permits a range of defensive actions, especially when facing an armed assailant. C misapplies provocation, which is not relevant here because Lucy’s actions were driven by a genuine fear of harm, not a loss of self-control. D is not correct because Lucy did not act recklessly but rather in a moment of fear and self-preservation. E is inappropriate because Lucy’s actions were not meant to cause serious harm, and the law recognises the right to self-defence in such circumstances.

Question 144

Correct Answer: D

Explanation:

Option D is correct because under the Police and Criminal Evidence Act 1984 (PACE), a suspect’s statement is admissible if they were properly informed of their rights and made the statement voluntarily. David’s later claim that he misunderstood the consequences does not automatically invalidate his confession, unless there is evidence that he was misled or coerced. Option A is partially correct but fails to consider that procedural fairness is still required. Option B is incorrect because a misunderstanding alone does not make a statement inadmissible unless it amounts to unfair treatment. Option C is incorrect because the police are not obligated to force a suspect to accept legal representation. Option E is incorrect because a suspect retracting a statement does not automatically make it inadmissible.

Question 145

Correct answer: A

Explanation:

The correct answer is A, as under the Housing Act 1985, once a valid Right to Buy application is accepted, the local authority must proceed with the sale. Councils cannot unilaterally cancel the process simply due to repair concerns unless specific legal exceptions apply. Option B is incorrect, as the Right to Buy scheme does not generally allow councils to withdraw an offer unless the property is officially designated as unsafe. A broad claim of structural issues is insufficient. Option C is misleading, as proving the extent of defects may affect the price but does not directly determine whether the sale must go ahead. The law strongly favours the tenant’s right to purchase. Option D is incorrect, as the Right to Buy scheme is designed to protect tenants from discretionary refusals. While councils do have some powers to refuse, they must provide clear and legal justification. Option E is partially correct, as councils must provide formal justification for withdrawal. However, A provides the strongest legal argument that Lisa’s right to buy is enforceable.

Question 146

Correct answer: A

Explanation:

Jacob can legally challenge the service charge if it is unfair or unreasonable. Option A is correct because leaseholders have the right to apply to the First-tier Tribunal (Property Chamber) to assess the validity of charges. Option B is incorrect because freeholders do not have absolute authority - charges must be reasonable. Option C is misleading because service charge disputes are based on reasonableness, not financial hardship. Option D is incorrect because freeholders must justify major service charges - they are not enforceable without review. Option E is incorrect because while freeholders must justify charges, leaseholders cannot refuse to pay unless the charge is formally disputed through legal channels.

Question 147

Correct Answer: A

Explanation:

Trustees must adhere strictly to the terms of the trust instrument. If the trust explicitly limits spending to educational expenses, using funds for housing and living allowances constitutes an ultra vires (beyond power) action. In AG v Charity Commission for England and Wales [2012], the court ruled that trustees cannot unilaterally expand a trust’s purpose without legal authority. Option B is incorrect because while education-related support can include housing, the trust instrument must explicitly allow it. If it does not, the trustees have no authority to reallocate funds. Option C is incorrect because cy-près only applies if the trust’s original purpose has become impossible or impractical to achieve, which is not the case here. Option D is incorrect because donors can challenge trust mismanagement, especially if their contributions were made under specific conditions. Option E is incorrect because trustees cannot modify trust terms without legal intervention, whether through the Charity Commission or a court order. The correct answer is A: The trustees breached their fiduciary duties by misapplying funds beyond the scope of the trust’s purpose.

Question 148

Correct answer: E

Explanation:

The correct answer is E, as the court will assess both testamentary capacity and undue influence when determining the validity of the 2023 will. A is incorrect because while the burden is on the challenger to prove undue influence, certain relationships and circumstances can shift the burden to the beneficiary. B is misleading because retaining some decision-making ability does not necessarily mean Margaret had full testamentary capacity. C is incorrect because confusion alone does not invalidate a will unless it affects the testator’s understanding of their estate and decisions. D is incorrect because there is no automatic presumption of undue influence merely due to a caregiver relationship. The court will analyse whether Margaret understood her actions and acted voluntarily when making the new will.

Question 149

Correct Answer: B

Explanation:

Natalie must first correct the misallocation before making any distributions from the estate account. Option B ensures the estate account is accurate and all transactions are handled properly. Option A allows for distributions to be made without addressing the error, which is non-compliant. Option C improperly allows for deductions before addressing the misallocation. Option D incorrectly involves the client in the error correction process, which is not required. Option E correctly identifies the need to notify the COFA but should focus more on correcting the ledger before proceeding with any distributions.

Question 150

Correct Answer: B

Explanation:

Option B is the most appropriate advice because James’s use of the metal rod could be seen as an excessive reaction to Tom’s behaviour. While Tom was acting aggressively, there was no indication that Tom was directly threatening James with harm. James’s use of force, especially to the extent of swinging a metal rod, may be considered disproportionate to the threat presented, leading to potential charges of manslaughter. A is not correct because, although James was fearful, the law generally requires that self-defence be proportionate to the threat. C is inappropriate because provocation is not a relevant defence in this scenario. D is close, as James’s actions may be considered reckless, but the focus on provocation weakens that option. E is not suitable because murder requires intent, which is not supported by the facts here.

Question 151

Correct Answer: C

Explanation:

Option C is correct because bail conditions should be interpreted in a reasonable manner, taking into account the intention and risk posed by the alleged breach. If Samantha’s presence near the nightclub raises concerns about witness intimidation or defiance of court orders, bail may be revoked. Option A is incorrect because bail conditions must be strictly followed, and being near the location may still be seen as a violation. Option B is incorrect because a breach must be assessed in context - mere proximity is not always equivalent to direct violation. Option D is incorrect because strict CCTV evidence is not always required for bail revocation; circumstantial evidence and witness reports may suffice. Option E is incorrect because witness testimony, even from the complainant, can still be considered credible in bail hearings.

Question 152

Correct answer: A

Explanation:

The correct answer is A, as under the Leasehold Reform, Housing and Urban Development Act 1993, leaseholders have a statutory right to a 90-year extension at a fair premium. The tribunal will decide the appropriate amount if the parties cannot agree. Option B is incorrect, as the burden of proof does not shift entirely to the leaseholder. The tribunal assesses valuation evidence from both sides. Option C is misleading, as landlords can refuse lease extensions only for redevelopment if they provide firm evidence. However, such refusals are rare, and no redevelopment plans are mentioned here. Option D is incorrect, as landlords cannot demand any price they choose - the tribunal has the power to adjust excessive valuations. The law protects leaseholders from unfair pricing. Option E is only partially correct, as leaseholders must act within statutory deadlines, but a delay in responding to the counter-notice does not automatically weaken their case if the tribunal is engaged in time.

Question 153

Correct answer: C

Explanation:

Alice’s right to buy the remaining share depends on the terms of her lease. Option C is correct because shared ownership agreements can impose restrictions on staircasing, and not all leases allow full ownership. Option A is incorrect because there is no automatic right to full ownership. Option B is misleading because housing associations must follow the lease terms and cannot refuse arbitrarily. Option D is incorrect because proving financial ability does not guarantee the right to buy - it depends on the lease. Option E is incorrect because some shared ownership schemes do allow full ownership, depending on their terms.

Question 154

Correct Answer: A

Explanation:

Trustees must strictly follow the terms of a fixed trust. In fixed trusts, trustees do not have discretion - their role is purely administrative. If a trust instrument states that beneficiaries must receive equal shares, the trustees have no authority to modify distributions. In McPhail v Doulton [1971], the court emphasized that fixed trusts require strict compliance with the terms. Option B is incorrect because trustees do not have discretion in a fixed trust. They must distribute the income as directed. Option C is incorrect because while the Variation of Trusts Act 1958 allows changes in certain circumstances, trustees cannot unilaterally alter fixed terms. Only beneficiaries (with court approval) can agree to a variation. Option D is incorrect because a trust’s validity is not affected by its rigidity. Fixed trusts are legally enforceable. Option E is incorrect because breach of trust does not require dishonesty - failure to follow the trust terms is enough to establish liability.

Question 155

Correct answer: E

Explanation:

The correct answer is E, as the court will need to assess both testamentary capacity and undue influence to determine the validity of the 2024 will. A is incorrect because a solicitor’s confirmation is relevant but not conclusive if other evidence suggests lack of capacity or undue influence. B is misleading because while testators can change their wills freely, concerns about coercion or vulnerability must be investigated. C is incorrect because physical frailty alone does not prove undue influence unless it is shown that John was manipulated. D is incorrect because the burden of proving undue influence generally falls on the challenger, unless there are suspicious circumstances that shift the burden. The court will consider medical records, witness testimonies, and the overall context to determine whether John had full capacity and acted of his own volition.

Question 156

Correct Answer: B

Explanation:

Benjamin must correct the £250,000 error before proceeding with any payments from the client account. Even though the balance appears to be sufficient for the payment, ensuring the client ledger is accurate is vital to comply with legal and ethical accounting standards. Option B correctly prioritizes accuracy and compliance with Solicitors' Accounts Rules. Option A would allow for the payment to be processed without correcting the misallocation, which could lead to improper accounting and breaches of legal obligations. Option C introduces unnecessary delay, as Benjamin can still make the payment once the error is corrected, without waiting for further confirmation. Option D complicates the issue by allowing the legal fees to be deducted before addressing the misallocation, which could lead to inaccurate client account balances. Option E unnecessarily involves the client in the error correction process, which should be handled internally.

Question 157

Correct Answer: A

Explanation:

Option A is the most appropriate advice because Sarah’s actions were a reaction to an immediate threat of robbery. The push was an attempt to free herself from Richard’s grip, and while it led to an unfortunate consequence, it was not done with the intent to harm Richard. Self-defence can apply in situations where a person is under threat, even if the result is accidental. B is incorrect because Sarah’s actions were not reckless but rather driven by fear and self-preservation. C incorrectly suggests provocation is a valid defence in this situation, when the real issue is the threat of robbery. D is not suitable because it misapplies the idea of fear and panic, which would not serve as a defence in this case. E is not accurate because Sarah’s actions were not intentional, and she did not cause Richard’s death deliberately.

Question 158

Correct Answer: C

Explanation:

Option C is correct because a suspect’s refusal of legal representation does not automatically make their statements admissible. Under the Police and Criminal Evidence Act 1984 (PACE), the court must consider whether Michael’s waiver of legal advice was informed and voluntary. If there was undue pressure or unfair treatment, the court may exclude the evidence under section 76 or section 78 of PACE. Option A is incorrect because voluntary waiver alone does not guarantee admissibility - the fairness of the interview must still be assessed. Option B is incorrect because while having a solicitor is advisable, suspects have the right to refuse legal representation. Option D is incorrect because written confirmation of waiver is good practice but not a strict legal requirement for admissibility. Option E is incorrect because a defendant changing their mind does not automatically invalidate prior statements - only evidence of unfairness can do so.

Question 159

Correct answer: A

Explanation:

The correct answer is A, as adverse possession is much harder to establish for registered land under the Land Registration Act 2002. Tom’s claim is likely to fail unless he meets very strict criteria. Option B is incorrect, as while 12 years is the threshold for unregistered land, the period for registered land is 10 years under the 2002 Act, with additional hurdles. Option C is correct in part, as trespass is a strong ground for removal, but A provides the best legal justification. Courts strongly protect registered landowners from encroachments. Option D is misleading, as mere inaction is not enough to grant adverse possession unless Hannah actively acknowledged Tom’s claim. Option E is incorrect, as equitable estoppel usually requires an explicit agreement or reliance on the owner's conduct. Simply making improvements does not give Tom legal rights.

Question 160

Correct answer: A

Explanation:

Charlotte remains a legal co-owner, and option A is correct. Under joint tenancy, both parties own the entire property equally, and ownership is not affected by financial contributions unless there is a formal severance. Option B is incorrect because unilateral financial contributions do not sever a joint tenancy - severance requires written notice, mutual agreement, or court intervention. Option C is misleading because intention does not automatically determine severance - legal action is required. Option D is incorrect as joint tenants are not required to live in the property to maintain ownership. Option E is incorrect because Charlotte does not need to sever the joint tenancy to force a sale; she can apply under TOLATA 1996.

Question 161

Correct Answer: A

Explanation:

Protective trusts are specifically designed to shield trust assets from the financial irresponsibility of beneficiaries. They operate by providing the beneficiary with an income or interest in the trust, but automatically terminating that interest if the beneficiary attempts to sell, assign, or use it as security for debts, or if they become bankrupt. This mechanism ensures that trust assets cannot be accessed by creditors or misused by financially reckless beneficiaries. In Re Detmold [1889], the court upheld that protective trusts are valid mechanisms for preventing a beneficiary from dissipating trust assets. Similarly, in Re Wheeler [1950], the court confirmed that a protective trust’s terms must be strictly applied once a triggering event occurs - in this case, Oliver’s attempt to use his trust interest as collateral for a loan. Since the trust instrument clearly states that Oliver’s entitlement automatically terminates under such circumstances, the trustees are legally bound to enforce this restriction. Option B is incorrect because protective trusts do not create an unlawful restriction on property rights; rather, they serve a legitimate protective function recognized by trust law. Option C is incorrect because the rule against perpetuities does not apply here - the protective element only affects Oliver’s entitlement and does not create an indefinite trust structure. Option D is incorrect because creditors cannot claim trust assets once the protective provision is triggered. Once Oliver breaches the trust conditions, he ceases to have an interest in the trust, meaning Harrison, as a creditor, has no enforceable claim against it. Option E is incorrect because the trust is not a sham. A trust is only considered a sham if it was created with the intent to deceive or evade legal obligations, which is not the case here. The trust was established to protect Oliver’s long-term financial security, not to defraud creditors. The correct answer is A: The protective clause is valid and enforceable, and Oliver’s interest in the trust automatically terminates upon his attempt to use it as collateral for a loan.

Question 162

Correct answer: E

Explanation:

The correct answer is E, as the court will need to assess both testamentary capacity and undue influence when evaluating the validity of the 2023 will. A is incorrect because a solicitor’s confirmation of a voluntary signature does not conclusively establish that the will was made free from undue influence. B is misleading because while a testator has freedom in will-making, this right is subject to legal scrutiny when concerns about coercion or mental decline arise. C is incorrect because cognitive decline alone does not automatically invalidate a will unless it directly impacts the testator’s ability to make informed decisions. D is misleading because while control over finances and caregiving responsibilities can raise suspicion, it does not automatically shift the burden of proof unless other red flags, such as secrecy or pressure, are present. The court will assess all available evidence, including medical evaluations, solicitor testimony, and Barbara’s behaviour leading up to the will’s execution, before determining whether the 2023 will should stand or be set aside.

Question 163

Correct Answer: B

Explanation:

Emma must ensure that the £100,000 misallocation is corrected before proceeding with any withdrawals. This ensures that the client ledger is accurate and compliant with accounting standards, preventing any discrepancies in the firm’s accounts. Option B addresses this priority. Option A permits making the payment without correcting the error, which risks violating client account integrity and could lead to future issues. Option C allows for a rushed payment and fee deduction without rectifying the misallocation, which could cause errors in the firm’s financial records. Option D introduces unnecessary involvement of the client, which is not required when correcting the firm’s own accounting errors. Option E delays the payment unnecessarily and makes the COFA’s involvement a priority over resolving the error internally.

Question 164

Correct Answer: B

Explanation:

Option B is the most appropriate advice because Max’s response to Leo’s shove was excessive. While he may have felt provoked by Leo’s actions, the law requires that force used in response be proportionate to the threat. Max’s punch, which led to Leo’s death, was an overreaction and could lead to charges of manslaughter due to the excessive use of force. A is incorrect because Max’s response was not proportional to the shove and did not justify the escalation. C wrongly suggests provocation as a defence for excessive force. D is close but is not the best option because recklessness does not apply here. Max’s actions were not driven by a lack of foresight about the consequences but by an overreaction to provocation. E is incorrect because Max did not intend to cause serious harm or death, and the charge would be manslaughter, not murder.

Question 165

Correct Answer: B

Explanation:

Option B is correct because section 78 of PACE allows the court to exclude evidence obtained unfairly. If the police created an impression that Emily’s release depended on her confession, this could be seen as undue pressure, making the confession unreliable. Option A is incorrect because psychological pressure, not just physical coercion, can render a confession inadmissible. Option C is incorrect because suspects have the right to refuse a solicitor - police are not obligated to insist they accept legal representation. Option D is incorrect because whether a suspect retracts their confession immediately or later does not determine its fairness. Option E is incorrect because even a voluntary waiver of legal advice does not justify unfair questioning tactics by the police.

Question 166

Correct answer: A

Explanation:

The correct answer is A, as under the Equality Act 2010, landlords and leaseholders must not indirectly discriminate against disabled tenants. If the therapy dog is necessary for David’s mental health, Mr. Patel may be required to make a reasonable adjustment. Option B is incorrect, as contractual lease terms do not override statutory rights under discrimination law. A ‘no pets’ clause does not automatically apply in all cases. Option C is only partly correct, as David does need to show medical evidence, but once disability is proven, he cannot be denied reasonable accommodation. Option D is misleading, as the reasonableness of the clause depends on whether it breaches anti-discrimination law rather than general fairness. Option E is plausible, as tribunals sometimes order compromises, but if David’s disability is proven, he is entitled to full protection under the law.

Question 167

Correct answer: C

Explanation:

The tenant may only be liable if the lease explicitly includes structural defects, making option C correct. Courts will not automatically impose liability on the tenant unless the lease unambiguously states that structural repairs, even pre-existing ones, fall under their responsibility. Option A is incorrect because while FRI leases typically shift repair responsibility to tenants, they do not necessarily include pre-existing defects unless clearly stated. Option B is incorrect because landlords are not always responsible - it depends on the lease wording. Option D is misleading because landlords are not automatically liable for post-lease defects unless they failed to disclose known issues. Option E is incorrect as the law does not impose shared liability unless explicitly agreed in the lease.

Question 168:

Correct answer: B

Explanation:

Sarah’s primary duty as a trustee is to act in accordance with the trust deed, which is a legally binding document. The deed explicitly states that capital distributions require unanimous agreement among all trustees, meaning Sarah cannot act unilaterally, even if her intentions are to assist a beneficiary in financial need. Acting outside these terms could expose Sarah and the other trustees to personal liability. While Sarah may be sympathetic to Mark’s financial situation, trustees are bound by the terms of the trust and must act within the powers granted by the deed. Therefore, the proper course of action is to seek a unanimous decision from all trustees, as required by the trust deed.

Question 169

Correct answer: E

Explanation:

The correct answer is E, as the court will need to evaluate both testamentary capacity and undue influence when determining the validity of the 2023 will. A is incorrect because a solicitor’s observation of insistence does not necessarily mean Arthur had full mental capacity. B is misleading because while a testator can reward a caregiver, the court must still consider whether the will was made freely and with understanding. C is incorrect because dementia alone does not invalidate a will unless it is shown that the testator lacked the ability to comprehend their estate and decisions. D is incorrect because while a close caregiving relationship raises concerns about undue influence, the burden of proof does not automatically shift unless other suspicious factors, such as secrecy or pressure, are present. The court will assess Arthur’s medical records, witness statements, solicitor notes, and behavioural patterns leading up to the will’s execution before making a final decision.

Question 170

Correct Answer: B

Explanation:

Liam must first correct the £1,200,000 error to ensure that the client’s account balance is accurate and that all transactions are properly recorded. Option B adheres to the proper legal and accounting standards and avoids potential errors in the financial records. Option A allows for an improper withdrawal without correcting the error, which could lead to significant discrepancies in the account. Option C would allow deductions to be made before correcting the misallocation, which is non-compliant and could lead to inaccurate financial records. Option D unnecessarily involves the client in the internal error correction process, which should be handled by the firm. Option E delays the payment unnecessarily and introduces undue complexity by waiting for external confirmation before making a payment.

Question 171

Correct Answer: B

Explanation:

Option B is the most appropriate advice for Carla. Although she may have genuinely believed she was in danger, the use of a brick to defend herself was an excessive response to the situation. While self-defence may be valid in some cases, the force used must be proportionate to the threat faced, and throwing a brick at someone in response to perceived danger may be seen as an overreaction. In this case, there was no immediate indication that Oliver was armed, and Carla’s reaction could be perceived as disproportionate. A is incorrect because although Carla may have felt fear, her actions still need to be assessed for proportionality. The belief that she was in immediate danger is important, but the law requires that self-defence be reasonable. C is not suitable because fear and panic do not excuse reckless actions, especially when the response was disproportionate. D is incorrect as provocation does not justify using excessive force. E is not appropriate because there was no intent to kill Oliver, and the charge should be manslaughter, not murder.

Question 172

Correct Answer: A

Explanation:

Option A is correct because under the Bail Act 1976, bail should be granted unless there are substantial reasons to refuse it, such as risk of reoffending, interference with witnesses, or failure to attend court. The decision must be based on current risks, not simply on past offences. Option B is incorrect because a history of violence does not automatically disqualify a suspect from bail - the court must assess the likelihood of further offences. Option C is incorrect because while stability is a factor, it is not the only consideration for bail decisions. Option D is incorrect because bail is not absolute, and courts can deny it for a wide range of offences, not just the most serious ones. Option E is incorrect because courts must balance public safety with individual rights and consider all relevant factors, not just past behaviour.

Question 173

Correct answer: A

Explanation:

The correct answer is A, as under the Landlord and Tenant Act 1985, service charges must be reasonable, and leaseholders have a statutory right to challenge excessive demands. The tribunal can require Urban Property Solutions to provide full disclosure and adjust the charges if necessary. Option B is incorrect, as management companies must disclose service charge details upon request. Withholding financial details may itself be unlawful. Option C is misleading, as while leaseholders can dispute charges, withholding payment can lead to legal consequences, including forfeiture proceedings. Option D is incorrect, as the fact that other residents have not objected does not mean the charges are fair. Emma has a right to challenge the costs individually. Option E is plausible, as independent audits are sometimes ordered, but the right to challenge service charges exists regardless of an audit. The tribunal has discretion to reduce fees even without a formal review.

Question 174

Correct answer: E

Explanation:

Sophie's ability to claim adverse possession depends on whether the land is registered or unregistered, making option E correct. Under the Land Registration Act 2002, if the land is registered, she must show factual possession, intention to possess, and no owner consent for 10 years, but the legal owner has the right to object and remove her unless she meets specific criteria (e.g., estoppel or mistake). If the land is unregistered, the pre-2002 rules apply, meaning 12 years of uninterrupted occupation may allow her to claim ownership outright. Option A is incorrect because, while Sophie meets the adverse possession criteria, the registered owner can object unless she qualifies under exceptions. Option B is incorrect because adverse possession can override legal ownership, depending on the circumstances. Option C is misleading - mistaken belief was a relevant factor under old law but is not strictly necessary under current rules. Option D is incorrect because length of occupation alone is not sufficient - a claimant must meet the legal requirements and address potential objections.

Question 175

Correct answer: B

Explanation:

Peter’s duty as a trustee is to administer the trust in strict accordance with the trust deed’s terms. The deed clearly states that all discretionary distributions, particularly those that are not directly tied to educational purposes, must be made with unanimous agreement among all trustees. By proceeding without the consent of Ann and Jack, Peter would violate the trust’s terms and expose himself to personal liability for acting outside his authority. The intent of the trust is to benefit the beneficiaries through education and welfare, and while Peter may feel the wedding is a reasonable expense, it does not align with the trust’s primary purpose. Therefore, he must consult his co-trustees and ensure they all agree before any distribution is made. Option A is incorrect because Peter is not the sole trustee and cannot unilaterally make decisions that deviate from the trust’s requirements. The trust deed mandates that all discretionary distributions must be agreed upon by all trustees, not just one. Acting alone would violate Peter’s fiduciary duty. Option C, though Peter may feel the wedding expense is reasonable, fails to recognize the legal obligation to seek unanimous consent. The trust deed’s explicit language does not allow a unilateral decision based on personal discretion, even if Peter documents his reasoning. This could lead to a breach of trust. Option D, while seeking legal advice is useful for clarifying the interpretation of terms, does not override the need for unanimous consent. Even with legal advice, the trust deed’s requirements remain the same. Legal counsel may confirm that the wedding does not qualify, but the primary issue is still the need for consensus between the trustees. Option E is incorrect because the trust deed grants decision-making power to the trustees, not the beneficiaries. Seeking their consent would not only go against the fiduciary duties of the trustees but also undermine the authority of the trust deed. The decision must be made by the trustees collectively, without input from the beneficiaries, unless explicitly allowed by the trust.

Question 176

Correct answer: E

Explanation:

The correct answer is E, as the court will need to analyse both Margaret’s testamentary capacity and the potential for undue influence before determining the validity of the 2023 will. A is incorrect because meeting with a solicitor alone does not eliminate the risk of undue influence, especially when one beneficiary has significant control over the testator’s affairs. B is misleading because while testators can change their wills, the law requires that they do so freely and with full understanding. C is incorrect because cognitive struggles do not automatically render a will invalid unless they directly affect the testator’s ability to comprehend their decisions. D is misleading because while a caregiver-beneficiary relationship raises suspicion, the presumption of undue influence applies only when certain legal thresholds are met. The court will examine medical records, solicitor notes, witness statements, and the timeline of events leading up to the 2023 will’s execution before making a final ruling.

Question 177

Correct answer: A

Explanation:

The correct answer is A, as under the doctrine of prescription, if land has been used as of right (without secrecy, force, or permission) for at least twenty years, an easement may be acquired. If Mark and Lucy meet the conditions, Mr. Green cannot lawfully restrict access. Option B is incorrect, as lack of express wording does not automatically negate a right of way - prescriptive easements exist independently of written agreements. Option C is plausible, as implied easements can arise, but prescription is a stronger legal basis in this case. Option D is misleading, as courts do not generally allow landowners to impose new restrictions once an easement is established. Option E is partially correct, as proving use without permission is essential, but if Mark and Lucy have used the driveway for twenty years, the law presumes their use was as of right unless Mr. Green proves otherwise.

Question 178

Correct answer: E

Explanation:

The correct answer is E, as a right of way can be established through long use, but only if access was uninterrupted for at least 20 years. Under Section 31 of the Highways Act 1980, if members of the public openly use a path for 20 years or more without the landowner’s permission, a presumption of dedication arises. However, a landowner can challenge this if they blocked access, placed signs, or objected legally at any point during that period. Option A is incorrect because inaction alone does not prevent a right of way claim; proactive steps must be taken. Option B is misleading because, while long use can create rights, it is not automatic, and Emma may still challenge it. Option C is partially correct, but it does not fully address that proving even a temporary denial of access can be enough to prevent dedication. Option D is incorrect because implied dedication can arise without formal agreement from the owner.

Question 179

Correct Answer: B

Explanation:

Option B is the most appropriate advice for Sophie. While Mark’s push may have been aggressive, Sophie’s response could be viewed as excessive. Self-defence must be proportionate, and pushing someone back in a protest setting could be considered an overreaction, especially given the possibility of injury to the police officer. Sophie’s actions, although in retaliation to an initial push, could be seen as escalating the situation and leading to unintended consequences, such as the officer falling. A is incorrect because while Sophie may have acted in fear or anger, the law does not justify disproportionate responses, even if there was initial provocation. C is inappropriate as provocation does not justify the level of force used in this case. D does not address the proportionality of the force used, which is a key factor in the self-defence claim. E is incorrect because the charge of assault would be related to Sophie’s response being excessive, not because of the police officer’s involvement.

Question 180

Correct Answer: A

Explanation:

Option A is correct because under the Road Traffic Act 1988, a defendant may have a valid defence if they can provide medical evidence showing that they were genuinely unable to provide a breath sample. The burden is on Sophia to prove that her asthma prevented her from complying. Option B is incorrect because failing to provide a specimen is not an absolute offence - there are possible defences. Option C is incorrect because a refusal does not automatically result in conviction; the defendant can present a medical defence. Option D is incorrect because the police are not legally required to seek medical advice before making an arrest for failure to provide a specimen. Option E is incorrect because failing to provide a sample is an offence regardless of whether the suspect was stopped for dangerous driving or a routine check.