CILEX CONVEYANCING LEVEL 6 PRACTICE EXAM (SAMPLE)

STUDY GUIDE

SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

1. What is the purpose of the Report of Findings issued to the buyer?

A. To determine the final sale price

B. To publish a public notice

C. To record stamp duty details

D. To provide a full picture and highlight issues to decide on exchange

2. Does the contractual right to vacant possession merge with the conveyance at completion?

A. Yes, it merges into the conveyance

B. It is replaced by a statutory right

C. It is automatically granted to the purchaser upon completion

D. It does not merge with the conveyance and remains a contractual right to vacant possession

3. Under Wheeldon v Burrows, which rights are automatically granted by law to the buyer of land retained by the seller?

A. Express covenants created during sale

B. Rights to light

C. The property must be bound by implied easements

D. Implied easements

4. Which method of completion uses electronic submission that is automatically linked to the return (UTRN) with built-in validation and client approval?

A. Electronic submission

B. Physical delivery

C. Email only

D. Courier delivery

5. In post completion, which action may be undertaken by the seller's solicitor according to typical practice?

A. Pay the purchaser's costs

B. Pay the proceeds of sale to the seller's solicitor

C. Draft a new contract

D. Conduct boundary surveys

6. If the buyer tenders the purchase money on the due date, what can the trustee in bankruptcy do?

A. The trustee may accept the money and complete

B. The trustee may discharge the contract

C. The trustee may compel the seller to complete

D. The trustee may forfeit the deposit

7. If an interest cannot be protected by a land registry search, what is the method to obtain a priority period?

A. File a notice with the land registry

B. Use a standard search

C. Wait until market

D. Make an outline application to obtain priority period

8. Under misrepresentation remedies, when is rescission still available after completion?

A. Always, regardless of delay or third-party interests

B. Never after completion

C. Only if the misrepresentation was fraudulent

D. It remains available after completion, unless there is excessive delay or a third party has acquired an interest such as a lender

9. Exchange: What should the Seller's Solicitor confirm?

A. Completion date must be agreed

B. Mortgage documents are in order

C. Title is clear and requisitions answered; search issues resolved

D. Draft contract is ready for exchange

10. Residual Notices on a property register imply what about a buyer's knowledge?

A. They create new rights

B. They impute knowledge of interests that could have been discovered by usual searches and enquiries

C. They require the seller to disclose all information

D. They are irrelevant to notice

Answers

1. D
2. D
3. D
4. A
5. B
6. C
7. D
8. D
9. C
10. B

Explanations

1. What is the purpose of the Report of Findings issued to the buyer?

A. To determine the final sale price

B. To publish a public notice

C. To record stamp duty details

D. To provide a full picture and highlight issues to decide on exchange

The key idea here is that a Report of Findings brings together everything uncovered during title checks, searches, and the buyer's enquiries and presents it in a clear, actionable way. It highlights issues and risks that could affect ownership, use, cost, or future obligations, such as covenants, boundaries, planning or building-regulation concerns, or rights that burden the property. It also flags what remains uncertain and suggests possible actions—like asking for indemnities, renegotiating the price, or ordering further searches—so the buyer can decide whether to exchange contracts and on what terms. It isn't about setting the sale price, publishing notices, or recording stamp duty.

2. Does the contractual right to vacant possession merge with the conveyance at completion?

A. Yes, it merges into the conveyance

B. It is replaced by a statutory right

C. It is automatically granted to the purchaser upon completion

D. It does not merge with the conveyance and remains a contractual right to vacant possession

Vacant possession is a contractual entitlement arising from the contract for sale. The conveyance transfers the legal title, but it does not extinguish the buyer's right to occupy the property that was promised in the contract. Therefore the right to vacant possession remains a contractual obligation that must be fulfilled at completion. If possession isn't delivered, the buyer can pursue remedies for breach of contract (and not rely solely on the conveyance's terms). The deed may contain covenants about title, but those do not replace the contract's promise to provide vacant possession.

3. Under Wheeldon v Burrows, which rights are automatically granted by law to the buyer of land retained by the seller?

A. Express covenants created during sale

B. Rights to light

C. The property must be bound by implied easements

D. Implied easements

The concept being tested is that, under Wheeldon v Burrows, when a seller retains some land and conveys part of the same land, rights that are needed for the reasonable enjoyment of the land sold are automatically transferred as easements by law. These are implied easements, not something you grant in express terms. The crucial test is that the use was continuous, apparent, and used for the benefit of the land sold at the time of the conveyance, and it must be reasonably necessary for that land's enjoyment. So, the buyer benefits from implied easements across the seller's retained land, even without an explicit grant, as long as those conditions are met. This goes beyond a specific "right to light" and covers the general category of rights that are necessary for the use of the land sold (for example, access, drainage, or other services that were used by both parts of the land).

4. Which method of completion uses electronic submission that is automatically linked to the return (UTRN) with built-in validation and client approval?

A. Electronic submission

B. Physical delivery

C. Email only

D. Courier delivery

Electronic submission is the method that fits this description. It uses an online workflow that automatically connects to the client's return via their Unique Tax Reference Number, so the submission is tied directly to the correct return. It also includes built-in validation, checking that data fields are complete and correct before it can be sent, and it requires the client's approval before final submission. This combination reduces errors, speeds the process, and provides an auditable trail. The other options involve manual handling or non-integrated channels that aren't linked to the return, lack automated checks, and don't require client approval in a structured way.

5. In post completion, which action may be undertaken by the seller's solicitor according to typical practice?

A. Pay the purchaser's costs

B. Pay the proceeds of sale to the seller's solicitor

C. Draft a new contract

D. Conduct boundary surveys

After completion, the money flow in a sale typically passes to the seller's side through the seller's solicitor. The purchaser's funds are paid into the seller's solicitor's client account, and that solicitor then uses those proceeds to discharge any outstanding mortgage or charges on the property, settle their own fees and disbursements, and finally hand the net balance to the seller. This arrangement—receiving the sale proceeds via the seller's solicitor—fits typical post-completion practice. The other options don't align with post-completion duties: the seller's solicitor doesn't pay the purchaser's costs; drafting a new contract isn't part of post-completion activity, and conducting boundary surveys isn't a standard post-completion task handled by the seller's solicitor.

6. If the buyer tenders the purchase money on the due date, what can the trustee in bankruptcy do?

A. The trustee may accept the money and complete

B. The trustee may discharge the contract

C. The trustee may compel the seller to complete

D. The trustee may forfeit the deposit

When a buyer becomes bankrupt, the trustee has the option to affirm or repudiate contracts for sale of land. If the purchaser tenders the purchase money on the due date, the trustee has a strong basis to push for performance of the contract so that the sale completes and the title passes. The appropriate course is to apply to the court to compel the seller to complete the conveyance, ensuring the purchase money goes into the estate for creditors. This preserves the asset and maximizes return for creditors, rather than discharging the contract, forfeiting deposits, or accepting money without ensuring completion.

7. If an interest cannot be protected by a land registry search, what is the method to obtain a priority period?

A. File a notice with the land registry

B. Use a standard search

C. Wait until market

D. Make an outline application to obtain priority period

When an interest can't be safeguarded by what a standard land registry search reveals, you protect it by making an outline application to obtain a priority period. This is a formal route built into land registration practice that creates temporary priority for the interest while the transaction progresses toward registration. It's the appropriate mechanism because a search won't reveal or protect the interest, and simply issuing a notice or waiting for market won't give you the necessary protection. The outline application sets out the interest, the property, and the basis for protection, and the land registry decides whether to grant a limited, defined priority period that lasts for a set term. This ensures the interested party maintains priority over later applications during the interim, until the interest can be fully registered or otherwise resolved.

8. Under misrepresentation remedies, when is rescission still available after completion?

A. Always, regardless of delay or third-party interests

B. Never after completion

C. Only if the misrepresentation was fraudulent

D. It remains available after completion, unless there is excessive delay or a third party has acquired an interest such as a lender

Rescission aims to unwind the contract and restore the parties to their pre-contract positions, so it can operate even after completion because misrepresentation vitiates consent at the time of contracting. However, two practical limits apply once the contract has been completed. First, if there has been excessive delay in seeking rescission, the court will refuse to grant it to avoid injustice and because restoration may no longer be feasible. Second, if a third party has acquired an interest in the subject matter—such as a lender with a charge or someone who has completed and taken a later legal or equitable interest—rescission will be barred or severely restricted to protect that third party's rights. Therefore rescission remains available after completion unless there is excessive delay or a third-party interest has been acquired.

9. Exchange: What should the Seller's Solicitor confirm?

A. Completion date must be agreed

B. Mortgage documents are in order

C. Title is clear and requisitions answered; search issues resolved

D. Draft contract is ready for exchange

The main thing the seller's solicitor should confirm at exchange is that the buyer will be taking title that is clear of defects and encumbrances, with all questions about the title answered and any search issues resolved. This means providing clear responses to requisitions on title raised by the buyer's solicitor and ensuring there are no outstanding search issues or unaddressed matters that could affect completion. This confirmation protects the buyer by assuring that the property's title is as described in the contract and that there won't be unexpected problems after exchange. Completion date is typically fixed within the contract and agreed as part of the exchange package, rather than something the seller's solicitor confirms as a separate post-check. Mortgage documents relate to the buyer's lender and the financing in place, not the core title package the seller must deliver. The draft contract should already be prepared and agreed before exchange, so confirming it again at exchange isn't the focus of the seller's title-focused duties.

10. **Residual Notices on a property register imply what about a buyer's knowledge?**

A. They create new rights

B. They impute knowledge of interests that could have been discovered by usual searches and enquiries

C. They require the seller to disclose all information

D. They are irrelevant to notice

Residual notices act as a form of constructive notice in the land register. They alert a buyer that there may be interests affecting the land that could have been discovered through ordinary searches and enquiries. Because the notice is on the register, the buyer is deemed to know about those potential interests, even if they haven't been personally told, and the due diligence expected in a typical transaction would have revealed them. This is why the correct choice says the notices impute knowledge of interests that could have been discovered by usual searches and enquiries. They don't create new rights themselves, they don't obligate the seller to reveal everything, and they're not irrelevant because they affect what the buyer is assumed to know.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

https://cilexconveyancinglevel6.examzify.com

We wish you the very best on your exam journey. You've got this!