

UNIVERSITY OF LONDON

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LLB EXAMINATION

for External Students

PART I EXAMINATION (Scheme A)

SECOND AND THIRD YEAR EXAMINATIONS (Scheme B)

GRADUATE ENTRY LEVEL II (Route A)

GRADUATE ENTRY SECOND AND THIRD YEAR (Route B)

BSc DEGREES

for External Students

MANAGEMENT WITH LAW, LAW WITH MANAGEMENT, ACCOUNTING
WITH LAW AND LAW WITH ACCOUNTING FOR STUDENTS IN THE
EXTERNAL PROGRAMME

Land Law

Tuesday 2 June 2009 : 10.00 - 1.15 pm

Candidates will have **fifteen minutes** during which they may read the paper and make rough notes **ONLY** in their answer books. They then have the remaining **THREE HOURS** in which to answer the question.

Candidates should answer **FOUR** of the following **EIGHT** questions.

Candidates should answer all parts of a question unless otherwise stated.

1. Walford District Council owns the registered title to a vacant plot of land adjacent to the southern and western boundaries of the garden belonging to Phil's cottage. In the 1980s the Council granted Phil a licence to use the vacant plot because it lacked money to develop the land. Phil used the plot to graze his goats. The Council were unaware that Terry, Phil's predecessor as registered owner of the cottage, had demolished a fence on the southern boundary between the Council's plot and the garden, and replaced it with a hedge that encroached on to the Council's land by several meters.

When Phil's licence expired in 1988 the Council did nothing with the land. Rather than allow the land to lie empty, Phil continued to use it to keep goats. He repaired the fence on the western boundary to stop the goats from escaping on to the busy main road. In 1990 he bought a horse and built a stable on the land. A year later he installed electricity, a water supply, a security camera and erected a 'Keep Out' sign. Over the years Phil told his friends that he appreciated that he might not be able to use the land indefinitely.

Earlier this year the Council secured the funding it needed to develop the land. It therefore wrote to Phil asking him to leave the land, and insisting he reinstate the fence at the correct point on the southern boundary.

Advise Phil who does not wish to vacate the plot or reinstate the boundary fence.

Briefly state how Phil's legal position would be different if it could be governed by the principles of *unregistered* title.

2. In 2000 Kevin, a mechanic, and, his partner, Sally, purchase a garage, Fast Fit, for £500,000. Kevin and Sally live in a flat above Fast Fit's workshop. The property is registered in Kevin and Sally's joint names. Between them they contribute a deposit of £50,000, Kevin and Sally borrows the balance of the purchase price from the Weatherfield Bank as a twenty-year loan secured by way of legal mortgage on the property.

This year Fast Fit is losing business. As a consequence Kevin and Sally start to default in their mortgage repayments. Dev, a local businessman, tells them that he has approached The Weatherfield Bank to discuss the possibility of getting a loan to buy and demolish Fast Fit and turn it into a car park for his supermarket.

Advise Kevin, who wants to know:

- (a) whether The Weatherfield Bank can repossess Fast Fit, given that Sally has just been offered a job; and
- (b) if the Weatherfield Bank can be compelled to postpone any sale of the property for a few months because Kevin and Sally have read a local estate agent's forecast that the value of business property in Weatherfield is set to rise.
- (c) if The Weatherfield Bank can be made to sell Fast Fit at auction, and as a going concern, rather than make a private sale to Dev;
- (d) how the proceeds of any sale will be applied.

3. In 2006 four bankers, Andrew, Belinda, Cindy and Davina, purchased Seaview, for them to use as a weekend cottage. They made equal contributions to the purchase price, and title to Seaview was conveyed to all four of them.

In 2007 Andrew decided to emigrate to Australia. He therefore sold his interest in Seaview to Edna. Belinda disliked Edna. She therefore wrote to Cindy and Davina to tell them that she was urgently looking for somebody to buy her share. Belinda subsequently changed her mind about selling when she realised she would be able to use Seaview when Edna was not there.

In 2008 Cindy ran into financial difficulty and offered to sell her interest to Davina. They discussed the possibility over several months but before they could agree terms Cindy was killed in a boating accident. By her Will, Cindy left all her property to her brother, Frank.

Belinda now wants Seaview to be sold, but Davina prefers to retain the cottage.

Discuss.

4. Rita owns a property which comprises a ground floor shop and a first floor, one-bedroom, flat. The flat and shop have separate entrances. In 2007, Rita agrees to grant Audrey a lease of the shop for three years at an annual rent of £8,000, the rent to be paid in monthly instalments. The agreement also provides that either party may terminate the lease by giving six months notice. The lease has never been executed; but Rita has moved in and started paying rent each month.

Last year Rita agrees that her friend's son, David, a trainee hairdresser, and his girlfriend, Tina, can live in the first-floor flat. Rita draws up a 'licence' agreement and insists that David and Tina sign separate copies. The agreements provide that they will each pay £300 per week as an 'occupation fee'; and that they will be able to live in the flat for three years 'or until David completes his training'. The agreement also states that David and Tina must vacate the flat so that it can be cleaned every Tuesday between 12 noon and 2pm. David and Tina have always preferred to do all their own cleaning.

Advise Rita about: (a) how much notice she needs to give Audrey to leave the shop; (b) the legal nature of the agreement she has with David and Tina.

5. Damien was the registered owner and occupier of Bridge House, which was connected to a studio in which he made pottery. The studio was accessible through an internal door in Bridge House and also by an external door which opened directly on to a small lane at the rear of the property. Damien regularly used the external door as a short-cut to reach the local train station.

In 2003 Damien granted a lease of the studio to an artist, Jennifer, for a period of five years. In 2004 Damien told Jennifer that she was welcome to paint in the garden and to park her motorcycle in the drive of Bridge House whenever she wished. Jennifer did not object to Damien continuing to use the studio's rear entrance as a short-cut whenever he liked. The lease of the studio was renewed for a further five years in 2008.

Damien has now sold the freehold of the house and studio to Eric. Eric has told Jennifer he wants her to stop using the driveway and garden. Jennifer has responded by telling Eric that he must not make use of the rear entrance to the studio.

Advise Eric.

6. In 1995 Brian, the owner of Home Farm, sold a field to Jill, for her to start a business keeping chickens. As part of the transaction Jill covenanted “for the benefit of the land retained by Brian”:
 - (a) to construct only one building on the field; and
 - (b) to keep the fence between the field and Home Farm in good repair.

In return, Brian covenanted that he would maintain the open drain situated on his side of the boundary between the field and Home Farm. Jill registered a notice against Brian’s title, but Brian failed to take any such steps regarding the covenants entered into by Jill.

In 2000 Brian sold Home Farm to Debbie; and in 2002 Jill sold her field to Tom, a pig farmer, informing him of all the covenants. Debbie is rather annoyed that Tom has not replaced the fence, which blew down last winter. She is also dismayed by news that Tom plans to build two piggeries on the field. For his part, Tom has noticed that because the open drain is blocked waste water is overflowing into his field.

Advise Debbie whether she is entitled to enforce the covenants against Tom and whether she can refuse Tom’s request to clear the drain which she no longer needs to make use of to drain Home Farm.

7. Critically assess the contribution that the equitable doctrine of proprietary estoppel makes to modern land law.
8. “The Land Registration Act 2002 marks a significant development. In particular it strikes an appropriate balance between the needs of the purchaser and those who are entitled to other interests in the land being purchased.”

How far do you agree with this assessment of the provisions in the Land Registration Act 2002 other than those relating to adverse possession?

END OF PAPER