

1. **Anna is the registered proprietor of Green Cottage. She grants Barry a life interest in Green cottage. Will this estate be legal or equitable?**

This will be an equitable interest in land. Since it is not a fee simple absolute in possession (it is **not a fee** at all, because it is not inheritable) it cannot be a legal estate: LPA 1925 s.1(1), (3).

See 3.1.1

2. **Anna grants Barry a life interest in Green Cottage, with remainder in fee simple to Cassie. Will Cassie have a legal estate in Green Cottage:**

(a) **before Barry's death?**

(b) **after Barry's death?**

(a) Before Barry's death Cassie has a fee simple estate in remainder. The estate is not yet **in possession**, because Barry is entitled to possession during his lifetime.

(b) After Barry's death, Cassie's estate falls into possession, and she is entitled to the legal freehold – the fee simple absolute in possession.

See 3.1.3.1

3. **Donald transfers his house to Edwin 'until he qualifies as a barrister'. What kind of estate will this be? Is it legal or equitable?**

This is a determinable fee simple. It will come to an end when Edwin qualifies as a barrister. It is equitable, because it is not a fee simple **absolute**.

See 3.1.2.1

4. **Look back at Question 1: when Barry dies, who will be the owner of Green Cottage?**

Barry had only a life interest in Green Cottage. When he dies, that interest comes to an end. There is no mention of who is to take the land then, so the law presumes that Anna wishes to retain the interest in the land that she did not grant to anyone else. That interest is the fee simple absolute **in reversion**. After Barry dies, Anna will again have a fee simple absolute in possession, and will be the legal owner of the land.

See 3.1.3.1

**5. Gary wants to buy Frank's house. They have entered into an agreement 'subject to contract'. What rights does this give Gary over Frank's house?**

It does not give Gary any rights over Frank's house. An agreement 'subject to contract' is not legally binding, and there is no penalty if either party changes their mind.

See 3.3.1

**6. What is a 'home information pack' and how is it intended to assist the process of conveyancing?**

A home information pack is a pack of relevant documents that must be provided by the vendor to the potential purchaser under the Housing Act 2004. It consists of required and authorized documents:

The required documents—which must be part of the pack—include:

- a sale statement (summarizing terms of sale);
- evidence of title;
- standard searches—that is, local authority enquiries, and a drainage and water search;
- an energy performance certificate.

Authorized documents—which may be part of the pack, if the vendor so chooses—include:

- a home condition report;
- guarantees and warranties;
- other searches.

It is hoped that these will reduce the number of failed transactions, by providing better information about the property, and encouraging those selling their house to disclose vital information earlier in the process.

See 3.3.1

**7. Frank has entered into a written contract to sell his house to Gary. What interest, if any, does Gary have in Frank's house?**

Once the parties have entered into a contract which complies with LP(MP)A 1989, s. 2, they are contractually obliged to continue with the transaction, and the court is likely to grant specific performance if one party tries to back out.

The availability of specific performance as a remedy leads to an important consequence for the vendor and purchaser: after contracts are exchanged, the property belongs to the purchaser in equity. In other words, after exchange, a trust is imposed upon the vendor to hold the property in trust for the purchaser. Therefore Gary has an equitable interest in Frank's house.

See 3.3.2

**8. Frank executes a deed transferring his house, which is unregistered land, to Gary. What interest does Gary have in the house? What difference would it make to your answer if the house had been registered land at the time of the transfer?**

If the house is unregistered land, the execution of the deed vests the legal title to the house in Gary. However, Gary must apply for first registration of the house at the land registry, as the Land Registration Act 2002, s. 4(1), requires the registration of the transfer of a 'qualifying estate'. Under subsection s. 4(2), '*a qualifying estate is an unregistered legal estate in land which is—(a) a freehold estate in land ...*', so the transfer of an unregistered freehold estate in land will be a triggering event. If registration does not take place within two months, the legal title will revert to Frank, who will hold it on a bare trust for Gary - LRA 2002, s. 7. It is therefore very important that Gary registers his title.

If the house had already been registered land, its transfer to Gary would be a registrable disposition - LRA 2002, s. 27. Gary would not become the legal owner of the house until it was registered. Frank would remain the owner until the registration process is complete.

See 3.3.4.2

**9. What is meant by the 'registration gap'? How is the problem of the registration gap to be resolved?**

The time between the date of the transfer and the date of registration is known as the registration gap. During that time, the former owner of the land is still the registered proprietor, and can deal with the land. It is accepted as a weakness of the land registration system and provisions to eliminate the registration gap were introduced by the LRA 2002. These provisions introduce a system of electronic conveyancing, which is planned to come into effect in the next 10 years.

See 3.3.4.2, and the case close-up on *Abbey National v Cann* in chapter 8.