

abatement

A remedy that, in relation to nuisances, allows for the removal, termination, or destruction of that nuisance under certain conditions

absolute

Complete; unconditional; not qualified

ad medium filum

'To the mid-line'

administrators

Personal representatives in cases of intestacy—that is, in which there is no will (cf executors)

adverse possession

The possession of land by someone other than the registered proprietor or unregistered owner, without that proprietor or owner's consent

agreed notice

A notice on registered land that is either requested or agreed to by the proprietor, or the validity of which satisfies the registrar (cf unilateral notice)

allodial land

Land that is owned outright, rather than as an estate held of a lord

alteration

Any change to the register

ancient lights

Rights to light that have been gained by long use

animus possidendi

An intention to possess the land to the exclusion of all others

annexation

The permanent attachment of the benefit of a covenant to the land of the covenantee, so that it passes with the land whenever it is transferred

assignee

The person receiving the benefit of covenant or lease by assignment (cf assignor)

assignment

1. (of leases) the transfer of the whole of the remainder of the term of a lease. 2. (of covenants in freehold land) the transfer of the benefit of a covenant to a particular person

assignor

The person assigning the covenant or lease (cf assignee)

bankruptcy

A state under which a person has been judged by a court to be insolvent, involving the appointment of an administrator to distribute the bankrupt's assets among his or her creditors

bare trust

A trust under which the trustee has no obligation other than to hold property on trust for an adult beneficiary who is absolutely entitled to the property

bona fide purchaser of the legal estate for value without notice

Broken down, this phrase refers to someone who has bought the legal estate in the land—the 'purchaser of the legal estate'—who has acted honestly in the purchase—that is, in good faith or 'bona fide'—and has bought the land without knowing about the equitable interest in the land—that is, 'without notice'

bona fide

'In good faith'

break clause

A clause that allows the parties to bring a lease to an end at various specified points in advance of the lease's end

building scheme

A defined area of land sold by a single vendor in plots that are subject to restrictive covenants intended to benefit the whole

caution against first registration

A notice lodged with the Land Registry by any person claiming to have ownership of, or an interest in, unregistered land that obliges the Registry to notify that person of any application for first registration of title to that land

certain term

A period that has a specified beginning and end

charge

A legal interest or an equitable interest in land, securing the payment of money

chattel

All property that is not real property, including leasehold land, and is also often used as the opposite to fixture. Leasehold land came to have such importance, however, that it was called a 'chattel real', because it has many of the characteristics of real property

clogs and fetters

Any provision in a mortgage deed that restricts the mortgagor's equity of redemption

commonhold

A way of owning property that features shared areas, for which ownership needs to remain in central ownership and maintenance

commonhold association

The formal body that commonhold leaseholders must establish to manage the common parts of the property so held

common law

The law developed by the Royal Courts—that is, the law applicable to the whole country, not purely local law (cf equity)

concurrent interest

The owners all hold an interest in the land at the same time (cf successive interest)

conditional fee simple

An estate that may last forever, but which may be brought to an end on the satisfaction of a condition subsequent (cf determinable fee simple)

condition precedent

A condition that must be met before the estate comes into being (cf condition subsequent)

condition subsequent

A condition that may be met after the estate has been created (cf condition precedent)

contingent remainder

A future interest that can only come into being on meeting a condition precedent (cf vested remainder)

conveyance

the transfer of a legal estate in land from one person to another

conveyancer

A person who specializes in the transfer of estates in land—usually a solicitor or licensed conveyancer

conveyancing

The process of transferring a legal estate in land from one person to another

corporeal hereditaments

Any real property, having a physical form (cf incorporeal hereditaments)

covenant

A promise contained in a deed

covenantee

The person to whom a promise is made under covenant, who has its benefit— that is, who can enforce the promise against the covenantor

covenantor

The person making a promise under covenant, who bears its burden—that is, who is bound to carry out the promise (cf covenantee)

cuius est solum eius est usque ad coelum et ad inferos

‘He who owns the land owns everything reaching up to the very heavens and down to the depths of the earth’

deed

A formal document that makes it clear, on its face, that it is intended to be a deed and which is executed as a deed

demesne land

‘Land belonging to [the monarch] in right of the Crown’

de minimis

Of the rule *de minimis non curat lex*, or 'the law does not take account of trifles'

demise

A lease

determinable fee simple

An estate that may last forever, but which may be cut short by a specified but unpredictable event (cf conditional fee simple)

determined

Ended; terminated

discontinuance

The act of giving up possession, often an act of simply abandoning the land (cf dispossession)

disponee

The person to whom a registrable disposition is made

dispossession

The act of being dispossessed—that is, of another assuming ordinary possession of the land (cf discontinuance)

distress

The seizure of goods as security for the performance of an obligation

dominant owner

The owner of the land that benefits from the easement (cf servient owner)

dominant tenement

A piece of land that benefits from an easement (cf servient tenement)

easement

A right enjoyed by the owner of land to a benefit from other land

electronic conveyancing, or e-conveyancing

The transfer of land by electronic, rather than paper-based, means

equitable interest

An interest in land that is recognized by equity (cf legal estate)

equitable lease

A lease that grants an interest in land on terms that correspond to those of a legal lease, but without completion of the legal formalities

equitable mortgage

A mortgage under which the mortgagee does not acquire a legal interest in the land (cf legal mortgage)

equitable right of redemption

The right of a mortgagor to repay all of the capital, interest, and costs involved in his or her mortgage arrangement at any time and thereby wholly own his or her property

equity

1. The law developed by the Lord Chancellor and the Court of Chancery to remedy defects in the common law 2. An equitable right or claim 3. the value that is the difference between the monetary worth of a property and the amount of outstanding mortgage debt

equity of redemption

The bundle of rights given by law to the mortgagor, which includes the equitable right of redemption

escheat

The right of the lord to the tenant's land if he were to die without leaving an heir. This survives into modern times as the right of the Crown to land left without an owner (*bona vacantia*), although it is now regulated by the Administration of Estates Act 1925. Common law escheat survives under which land is disclaimed by a debtor on bankruptcy

estate

The length of time for which land has been granted to a tenant under the system of tenure. It means the duration of the grant. Note that this is a use of the word 'estate' that differs from the general use of the word; estate is used in this technical sense in land law

estate in remainder

An interest that gives its owner the present right to future enjoyment (cf in possession)

estate in reversion

An interest that is retained by the grantor, because the fee simple estate in the land has not been transferred to anyone

exclusive occupation

Sole occupation of all, or part, of a property

exclusive possession

Possession of a property to the exclusion of all others, including the landlord

executors

Personal representatives named in the will (cf administrators)

express covenants

Terms that are expressly stated in a lease (cf implied covenants)

express trust

A trust created by the express intention of the settlor (cf resulting and constructive trusts)

fee

The estate is inheritable, meaning that it can be left in a will after someone dies

fee simple

An estate that is inheritable for as long as there are general heirs of the owner (cf fee tail)

fee simple absolute in possession

This refers to the legal freehold estate

fee tail

An estate that is inheritable for as long as there are lineal descendants of the owner (cf fee simple)

feudal system

A political, economic, and social system under which only the monarch was able to own land outright

first registration of title

The first time that title to an estate in land is registered at the Land Registry and at which point it therefore changes from unregistered land to registered land

fixed-term lease

A lease that is entered into for a fixed period of time

fixture

An object that is attached to the land in such a way and for such a reason that it becomes part of the land

foreclosure

A remedy under which the court orders a date by which the mortgagor must pay off his or her debt, or on which his or her property will be lost to the mortgagee

foreshore

The land between the high-water mark and low-water mark

forfeiture

The bringing to an end of an estate as the consequence of an offence or a breach of an undertaking

four unities of joint tenancy

The four conditions that must be satisfied in order for a joint tenancy in equity to exist—that is, possession, interest, time, and title

franchise

A right, conferred by the Crown on a subject, to do something specific on certain land, e.g. hold a market

frustration

The termination of a contract as a result of an event that renders its performance impossible or illegal, or otherwise prevents its fulfilment

gazumping

The process of a third party offering, or the vendor accepting, a higher offer on a property on which a sale price has already been agreed, but for which agreement no binding contract is yet in place (cf gazundering)

gazundering

The process of the purchaser demanding a lower price on a property after a sale price has already been agreed, but for which agreement no binding contract is yet in place (cf gazumping)

heir

Someone who inherits property under a will

home information packs

A pack of relevant documents that must be provided by the vendor to the potential purchaser under the Housing Act 2004

implied covenants

Terms that are implied into a lease by law (cf express covenants)

inchoate

Incomplete or unformed

incorporeal hereditaments

Intangible rights in land (cf corporeal hereditaments)

indemnity covenant

A promise on behalf of a successor in title to pay, to the original covenantor, any damages that might be awarded against him or her for a future breach of the covenant by the successor in title

indemnity principle

An indemnity is payable by the state if loss is caused by errors in the register

in gross

Not attached to land

injunction

An order of the court that obliges somebody to do something or refrain from doing something

in loco parentis

'In place of a parent'

in personam

A right enforceable against certain persons or classes of persons (cf in rem)

in possession

The estate must confer upon its owner the immediate right to enjoy the land, or the rents and profits of the land, from the date of the grant (cf estate in remainder)

in rem

A right enforceable against everyone—that is, a right in the property itself (cf in personam)

in reversion

At some point in the future (cf in possession)

interest-only mortgage

A type of mortgage arrangement under which the mortgagor repays only interest each month, with capital to be repaid in full at the end of the mortgage term (cf repayment mortgage)

joint tenancy

The legal or equitable co-ownership of land by persons who together own the whole of the land (cf tenancy in common)

landlord or lessor

The person granting the lease, which is sometimes described as 'letting' the property

landlord's covenants

Clauses in a lease specifying the obligations of the landlord under the lease (cf tenant's covenants)

land registration

The system of registering certain legal estates and interests in land

leasehold covenant

a clause in a lease, specifying certain obligations on the part of either party

lease or tenancy

Any such term refers to a lease: shorter leases tend to be called tenancies, longer leases tend to be referred to as leases—but often, for all practical purposes, the terms are used interchangeably

legal charge

A legal interest in land that acts to secure the payment of money

legal estate

An estate in land that is recognized by the common law (cf equitable interest)

legal interests

Interests in land that can exist at common law, rather than in equity

legal lease

A lease that creates an estate in land for a term of years absolute and with certain formalities (cf equitable lease)

legal mortgage

A mortgage that is created by legal charge (in registered land) and completed by means of certain formalities (cf equitable mortgage)

licence

A personal arrangement between licensor and licensee under which the licensee may occupy the licensor's property for a specified purpose

limitation period

Statutory time limit after which no action to reclaim land under adverse possession can be started

market value

A full rent at current economic rates

mortgage

Properly, the name for the charge over land that is the security for the loan granted by a bank to the purchaser of the land, rather than the name for the loan itself

mortgagee

The lender, who, in return for receiving the mortgage, lends the money (cf mortgagor)

mortgagor

The borrower, who grants the mortgage to the bank (cf mortgagee)

nec vi, nec clam, nec precario

'Without force, without secrecy, without permission'

negative equity

A negative value that arises when the monetary worth of a property is less than the amount of outstanding mortgage debt

1925 property legislation

A series of Acts of Parliament that came into effect on 1 January 1926. These Acts consolidated earlier piecemeal changes in the law—particularly from 1922–24—and brought them all together as a body of law, which made substantial changes to the common law of property

notice

(1) An entry against a registered title lodged by a person with a specified interest in the land (2) in unregistered land, knowledge of an equitable interest

overreaching

The process by which interests in land are converted into corresponding interests in money arising from the sale of the land

overriding interests

Certain rights and interests in land that need not be protected by land registration, but which will bind the proprietor and any subsequent purchaser unless overreached

paper owner

The person who holds the documentary title—the ‘papers’—to the land

periodic tenancy

A lease or tenancy in which rent is payable at fixed intervals and which continues indefinitely from one rent period to the next, until being terminated by notice

permissive waste

Waste that is caused by the tenant’s neglect (cf voluntary waste)

personal property, or personalty

All property that does not comprise freehold land or incorporeal hereditaments (cf real property)

personal representatives

Those responsible for looking after the property of someone who has died, who might, for example, make sure that any bequests made in the deceased person’s will are carried out

physical possession

Actual occupation or control of land

positive covenant

A covenant that requires the covenantee to do something—particularly something that requires the spending of money

postponement

When an interest in land is not binding on its new registered proprietor (cf priority)

power of attorney

A formal instrument by which one person empowers another to act on his or her behalf

power of sale

The right of a mortgagee to sell a mortgaged property under certain circumstances

premium (or fine)

A sum that sometimes charged by a landlord as the 'price' of granting a lease, that is usually seen in commercial or long leases

prescription

The acquisition of an easement by uninterrupted long use

presumption of advancement

The presumption that, in certain types of relationship, a person who makes a transfer of or contribution to the purchase of a property held in the name of another is doing so for the benefit of that other

prior adverse interests

Interests that come before an estate in time and that are not for the present landowner's benefit

priority

When an interest in land is binding on its new registered proprietor (cf postponement)

privity of contract

The relationship that exists between parties to a contract that allows each to sue, or be sued, under the contract

privity of estate

The relationship that exists between landlord and tenant under the same lease that allows each to enforce his or her obligations against the other

profit à prendre

The right to take natural produce from another person's land

profit in common, or common

A profit à prendre that is enjoyed by one person in common with others (cf several profit)

proprietary estoppel

A doctrine under which the courts can grant a remedy if a landowner has implicitly or explicitly led a claimant to act detrimentally under the belief that he or she would be granted rights in the land

proprietary rights

Rights that are not personal to the original parties, but which are binding on future owners

quicquid plantatur solo, solo cedit

'Whatever is fixed to the land becomes part of it'

real property, or realty

This term refers to freehold land (cf personal property)

receiver

A person appointed by the court to protect and preserve property during the course of litigation

rectification

A change to the register that is made to correct a mistake and which prejudicially affects the title of the registered proprietor

registered land

Land to which the title is registered with the Land Registry. Title to such land is guaranteed by the Land Registry and is proven by a search of the register (cf unregistered land)

registrable disposition

A transfer of an estate or interest in registered land that is to be registered in the name of the new proprietor

registration gap

The period of time between the date of the transfer of property and the date of land registration

relativity of title

The doctrine that all rights to land are relative and that the person with the best title will be entitled to the land

rentcharge

A charge for the payment of money that is held over freehold land

repayment mortgage

A type of mortgage arrangement under which the mortgagor repays both interest and capital each month (cf interest-only mortgage)

repudiation

An indication that a breach of contract will occur in the future, leading to the end of that contract

restriction

A limitation on the right of a registered proprietor to deal with the land or charge in a registered title

restrictive covenant

A covenant that is negative in nature—that is, it restricts the use of the burdened land

resulting and constructive trusts

Forms of implied trust that arise by operation of law (cf express trust)

reversion

The interest that the landlord retains in the land after the lease has finished

satisfying the equity

The fulfilment of the equitable right or claim

secured creditor

Someone who has lent money to the owner of the property, and has 'secured' the loan on the property itself, meaning that, if the owner fails to meet the payments on the loan, the

creditor can recover the money that it has lent by (usually) repossessing and selling the property

servient owner

The owner of the land that bears the burden of the easement (cf dominant owner)

servient tenement

A piece of land that bears the burden of an easement (cf dominant tenement)

settlement

A disposition of land under which a trust is created designating beneficiaries and the terms on which they are to take the land

settlor

A person who creates a trust

several profit

A profit à prendre that is enjoyed exclusively by one person (cf profit in common)

severance

The conversion of a joint tenancy in equity into a tenancy in common

sole owner

A person registered as the sole legal proprietor of land, who may or may not be the sole equitable owner

solus tie

A type of agreement that binds the mortgagor into buying products only from the mortgagee

specific performance

A remedy for breach of contract that demands the meeting of obligations under the contract

squatter

A person in adverse possession of land

stamp duty land tax

A tax charged on consideration given for the sale of land under Finance Act 2003

subinfeudation

The process of making new grants of land under the feudal system

subletting

The granting of a sublease by someone who is him or herself a tenant, for a period shorter than that of his or her own (head) lease

substitution

The process of transferring estates in land under which one owner takes the place of another

successive interest

One owner's interest in the land is followed by another owner's interest in the land (cf concurrent interest)

surrender

The giving up of a tenant's interest in a property to his or her landlord, which might be in the form of a deed (express) or as a consequence of the actions of both parties (implied)

tacking

The adding of a further advance of money under an existing mortgage agreement, subject to certain conditions

tenancy at sufferance

A lease or tenancy that arises when a tenant stays on in a property after a lease is ended, but to which occupation the landlord has not indicated agreement or otherwise

tenancy at will

A lease or tenancy, which usually arises by implication, that can be terminated by the landlord or tenant at any time

tenancy by estoppel

A lease or tenancy that exists despite the fact that the person who granted it had no right to do so

tenancy in common

The equitable co-ownership of land by persons in equal or unequal shares (cf joint tenancy)

tenant or lessee

The person to whom the lease is granted

tenant's covenants

Clauses in a lease specifying the obligations of the tenant under the lease (cf landlord's covenants)

tenant's fixtures

Fixtures attached to rented property by a tenant that the tenant is entitled to remove

tenure

1. Freehold tenure—in the feudal system, the grant of an estate in land by a lord to a tenant. The tenant 'holds the land of the lord' for the period defined by the estate. 2. Leasehold tenure—the relationship between a landlord and a tenant in leasehold land

term of years absolute

Leasehold estate

title deeds

The documentary evidence that shows how land came to its present owner

treasure trove

Under common law before 1997, items of gold and silver found in a concealed place, apparently having been hidden by their owner and not reclaimed, to which the Crown had the right of possession

trust

An arrangement by which someone (called a settlor) transfers property to others (called 'trustees') on terms that the trustees will hold that property for the benefit of certain persons (called the 'beneficiaries')

trustee in bankruptcy

A person in whom the property of a bankrupt is vested for the benefit of the bankrupt's creditors

trust for sale

A trust under which the trustees were obliged to sell the property and hold the proceeds in trust for the beneficiaries

trust of land

Any trust of property that comprises or includes land

unconscionability

Gross unfairness or morally wrong behaviour that should go against the conscience of an honest person, stemming from the idea that a person's conscience must be affected for equity to intervene

undue influence

Influence exerted by another that prevents a person from exercising independent judgement in relation to any decision

unilateral notice

A notice on registered land to which the proprietor will not agree, which consequently represents a disputed interest (cf agreed notice)

unity of seisin

The ownership of two plots of land by the same (legal) person

unregistered land

Land to which the title has not yet been registered at the Land Registry. Title to such land has to be proven by documentary evidence, known as title deeds (cf registered land)

vested remainder

The present right to a future interest (cf contingent remainder)

voluntary waste

Waste that is caused by a voluntary action of the tenant (cf permissive waste)

waste

Any permanent alteration of tenanted property that is caused by the tenant's action or neglect