Title to Land

Registered Title

- Principles LRA1925 now LRA2002 - Systems for Registration of Title (not Title to Land): 1) Mirror; 2) Curtain; 3) Insurance
- LRA 2002
  - 1) Dispositions which must be completed by registration
    - LRA 2002 S.27(1): If a disposition is required to be completed by registration, then it does not operate at law until it is registered in accordance with the requirements
      - 1) Transfer of registered freehold estate
      - 2) Grant of a legal lease with more than 7 years to run
      - 3) Legal Easements, Profits, Rentcharges
      - 5) Legal mortgage create out of the estate
      - 6) Certain leases & rights arising under leases (e.g., right to buy)
    - Priority
      - LRA2002 S.28: The priority of an interest affecting a registered estate or charge is not affected by a disposition of the estate or charge (e.g. priority depends on their date of creation)
      - LRA2002 S.29: The effect of a registered disposition made for valuable consideration is that it takes priority over any rights affecting the estate prior to the disposition which are not protected by registration or are overriding (e.g. an interest which is neither overriding nor protected by an entry on the register will not be binding on the purchaser)
  - 2) Unregistered dispositions which override registered dispositions
    - LRA 2002 Schedule 1 (first) & 3 (subsequent)
      - 1) Legal leases not exceeding 7 years
      - 2) Interest of persons in actual ocupation
        - LRA2002 Sch 3 P2
        - Williams Bank v Boland (physical presence)
        - Kingsnorth Finance v Tizard
        - Chhokar v Chhokar (temporary absence)
        - Link Lending v Hussein (Intention to Return, Involuary Detained)
      - 3) Legal easement & profits (not equitable)
      - 4) Misc: local land charges
  - 3) Interests that must be protected by entry against the title which they bind
    - Def (Protected Registered Interests): Interest in land which are neither registrable dispositions nor overriding interests
      - 1) Equitable Easements & Profits
      - 2) Estate Contracts
      - 3) Covenants on freehold land
    - Protection
      - 1) By a Notice
        - Unilaterally
          - RP can object
          - Registrar decides validity of claim
        - Consent of RP
        - Entry on the register does not mean the interest is recognized by the law as validl it simply means that it has priority over other interests
      - 2) By a Restriction
        - Beneficial interest held under a tenancy in common

Unregistered Title

- NB1. This terms means that the title to the land itself has not being registered
- NB2: When buying and selling land, it is necessary to rely on an examination of the title deeds to the property and make other enquiries rather than having the register to rely on
- Land Charges Register
  - NB3. Some interests must be registered as "land charges" but as the title to the land is not registered, they are geristered against the name of the estate owner (i.e., the owner of the legal estate of freehold or leasehold)
  - What rights must be registered? LCA1925 now LCA1972
    - NB1. A registered land charges is automatically binding on a purchaser (the fact that it has notice is irrelevant)
    - NB2. If a required land charge is not registered, it will not be binding on a purchaser, even if there is actual notice
    - 1) Puisne Mortgage
    - 2) Estate Contract
      - Consequences of Non-Registration
    - 3) Restrictive covenant
    - 4) Equitable easement/profit
    - 5) Land Charge
- Interest that cannot be registered
  - Legal: binding on a purchaser automatically
  - Equitable: whether it is binding depends on whether the purchaser is a bona fide purchaser for value without notice
    - Midland Bank Trust v Green
    - Notice
      - Imputed Notice (all matters his agents have notice)
        - Kingsnorth Finance v Tizard
      - Actual notice: actual knowledge
      - Constructive Notice
        - Hunt v Luck