

Whether he will be  
able to hold bill and  
colin to the promise  
to sell him greenac...



**ASSIGN  
BUSTER**

My advice to Pritesh would be to form a contract, for the reason that at present he will not be able to hold Bill and Colin to the promise to sell him Greenacre, highly due to the fact that there has been no contract made up thus nothing is enforceable. A contract requires both parties to sign a written agreement, which in Bill and Colin's case has not been done with Pritesh, the only thing apparent from the information given is that they have telephoned Pritesh to confirm that they are happy with the price he has offered which is not legally enforceable.

The processes which would be involved in effecting a transfer of the property to him.

There are several processes whereby Pritesh will have to endure in-order to transfer the property to himself legally.

The first being by getting professionals to carry out surveys on the house, to ensure the house is in good condition. This is something that is vital in order for Pritesh to be able to take out a mortgage.

Secondly, preliminary enquires need to be carried out hence questions need to be asked to the owners who at present would be Bill and Colin, about for example whether the legal authority have been informed of any disputes with the neighbours. Anything asked will be recorded and if answered incorrectly can be used against the current owners in future hence Pritesh would be able to sue Bill and Colin.

Thirdly, a land charge search preferably at the town hall would have to be done to check for planning permission, trees that are void, conservation

areas etc. This would be essential if Pritesh was planning on making changes to the structure of the property at present.

Fourthly, Pritesh would have to establish with Bill and Colin the fixtures and fittings, and anything that is fixed but Bill or Colin wish to remove will have to be written on to the contract.

Another process which Pritesh would have to undergo would be to check whether or not the land was registered or not, this would be evident on the draft contract and if on this contract it does not have the current owners name which in this case would be most likely to be Alan Adams, Pritesh would then have to route the last registered owner.

On exchange of contracts a 10% deposit is a technicality that is used as form of consideration.

Prior to completion it is important Pritesh discusses with Bill and Colin how they want the money. It is also essential that the registered title be protected with the priority search whilst the title is being updated.

And finally the transfer of the land must be done by deed hence a witness (or witnesses in the case of if Pritesh were blind), is needed to sign the contract.

It is important to note that on completion Pritesh will still not obtain the legal title until the land registration is updated.

Whether he risks losing the area of woodland to the local authority

Whether Pritesh will lose the area of woodland to the local authority depends on whether the land is registered or unregistered.

If the area of woodland is unregistered under the LRA 1925 Pritesh may sell or otherwise deal with the land because the absence of title deeds is dealt with by appropriate conveyancing devices. If the land is unregistered land, if Pritesh establishes 12 years of adverse possession he can establish an unchangeable right over it.

If the area of woodland is registered the paper owner will be the registered proprietor until Pritesh has reached the time period where he can apply for rectification of the register and register as proprietor, this is supported by s75 of the LRA 1925. Meanwhile the possessor's rights will be protected as an overriding interest under s 70(1)(f) of the LRA 1925.

However it is important to note that for the purposes of the LRA 1925, Pritesh would not be regarded as a purchaser of the land.

Pritesh is exempted from losing the area of woodland to the local authority if there is no proof of who owns the area.

The fact the property contains several species of rare wildflowers it would have to be found out what exactly they were, as certain flowers such as Wild Orkees are not allowed to be removed. It is also essential for him to have a license.

Whether there are any other matters, which should cause him concern

Pritesh should resolve the issue of the legal mortgage over Greenacre, as failure to pay the mortgage could lead to it being repossessed. It is essential he have Bill and Colin pay it off as it is on the legal register and if this is not done he may have to end up paying it himself, a mortgage is binding to the property as evident from the Law Property Act 1925, section 85 states “ a mortgage of an estate in fee simple shall only be capable of being affected at law either by a demise for a term of years absolute, subject to a provision for cesser on redemption, or by a charge by deed expressed to be by way of legal mortgage” 1.

Pritesh must also find out whether Laura one of Alan’s grandchildren has given the students she has letted the three bedrooms to, a tenancy. If she has given the students a tenancy, it is essential Pritesh finds out how long the tenancy is for and that he prepares notice letters for them.

Pritesh must also find out the situation with Laura’s mother, a sister of Bill and Colin, due to the fact that she is unhappy with the proposal to sell Greenacre since she would like Laura to be able to continue living there until she graduates. It is important to resolve this soon, as she is one of four that has been left Greenacre by Alan Adams. Bill and Colin being trustees hold the land for them, they may delegate any of their functions to the beneficiaries, and only Bill and Colin may give a valid receipt to a purchaser if the land is sold to Pritesh.