1. Before Max takes a ten-year lease of a property, he is shown around the premises by Nat, the owner. He admires Nat's "Music Room", which is a wooden house, built with a unique architectural design. The house is constructed in sections that can be taken down and relocated. At the back of the house there is a satellite dish and in the store room, gardening implements. The living room was fitted with oak paneling and a large wall-mounted fish tank. The other walls were beautifully decorated with pictures of Bob Marley. There is a big dressing mirror in one of the bedrooms and an air-conditioner fitted in the master bedroom. After execution of the lease, which was silent on the status of these items, Max goes into possession only to find that the above named items have been removed from the premises by Nat.

(a) Advise Max as to whether he is entitled to have all or any of these items returned.

(b) Would your answer be different if all the items belong to Nat's previous tenant?

2. In the year 2002, Alex, Brian, Conrad and Desmond, residents of Belize, purchased "Brookfield". They each provided one quarter of the purchase money.

In 2010, Alex offered to sell his interest in the property to Ronald.

In 2011, Brian wrote letters to Alex, Conrad and Desmond stating that he wished to sever his interest in the property.

Alex, Brian and Conrad all perished in a plane crash last year.

Desmond now wishes the property to be sold and he seeks your advice as to whether any other person would be entitled to participate in the proceeds of sale.

PLEASE TURN OVER
3. In 2003, Mike purchased from Isaac residential property known as "The Sunset Crest", Mike paid the purchase price of $300,000 and moved into "The Sunset Crest". The following matters have come to light:

(a) In 2000, Isaac agreed in writing to let an apartment in "The Sunset Crest" to his sister Jennifer at an annual rent of $12,000. No formal lease was ever drawn up, but Jennifer entered into possession under the agreement.

Mike knew that Jennifer was the sister of Isaac and therefore assumed that Jennifer was Isaac's guest.

(b) "The Sunset Crest" was originally the property of John who sold it to Isaac for the sum of $280,000 in 1997. Isaac paid only $28,000 of the purchase price for "The Sunset Crest", but the receipt clause in the conveyance duly executed by John acknowledged that the purchase price of $280,000 was fully paid at the time of conveyance of "The Sunset Crest" to Isaac. Isaac did not pay the balance. John is now threatening to have "The Sunset Crest" sold. Mike is alarmed at these matters and seeks your advice.

Advise Mike.

4. Terra Nova is the fee simple owner of Greenland, a large lot of land in a suburban area. In December, 2001, Simon, the proprietor of Blueland, an adjacent lot, believing that Greenland had been abandoned, started to cultivate a small portion of Greenland and, one year later, he erected a fence around the cultivated portion in order to keep out intruders. Also in December, 2001, Terra Nova gave Ruth, another neighbouring lot owner, permission for her children to play on a part of Greenland, and Ruth subsequently created a small playground on the land, with swings, a roundabout and a portable swimming pool. When the permission expired in 2002, Ruth asked for an extension of the permission but Terra Nova refused, saying that it expected to start building on Greenland in the near future. Ruth nevertheless continued to allow her children to play on Greenland without disturbance by Terra Nova.

In August 2014 Terra Nova gave both Simon and Ruth notices to vacate the respective portions of land being used by them, and threatened legal proceedings if the notices were not complied with.

Advise Simon and Ruth.

5. "The fee simple estate amounts to actual ownership of land under the common law."

Discuss.

6. "If the owner of land requests or allows another to expend money on the land under an expectation created or encouraged by the owner that he will be able to remain there, that raises an equity ... such as to enable him to stay", and "It is for the court in each case to decide in what way the equity can be satisfied".

Explain.