EXAMINATIONS OF: JULY 2015 SEMESTER II

CODE AND NAME OF COURSE: LAW2220 Real Property II

DATE AND TIME: (do not write in this space) DURATION: 2 Hours

INSTRUCTIONS TO CANDIDATES: This paper has 2 Pages and 4 Questions.

Candidates are required to answer ANY TWO questions.

1. """"Equity is concerned to see two things – one, that the essential requirements of a mortgage transaction are observed, and the other, that oppressive and unconscionable terms are not enforced". Explain.

2. Answer BOTH (a) AND (b)

(a) What are the main requirements for a valid easement?

AND

(b) Jennifer was the fee simple owner of two adjoining plots of land, Blueacre and Greenacre. In 2005, Jennifer leased Blueacre to Clarissa for 7 years for the purpose of running a riding school. In 2009, Clarissa asked Jennifer if she could store some of her show-jumping equipment in an unused shed on Greenacre, and Jennifer agreed.

In 2010, Clarissa asked Jennifer's pennission for some of the young members of the riding school to gallop around Greenacre on Sunday mornings, and Jennifer gave her consent.

In 2011, Jennifer renewed the lease of Blueacre for another 7 years. Last year, Jennifer died, leaving her entire estate to Michael, who has now refused to allow Clarissa to store her equipment in the unused shed or to let the youngsters ride at Greenacre.
3. In 2010, Loma granted a lease of a three-bedroom dwelling house to Timothy for a five-year term.

Timothy covenanted -

(i) to pay a rent of $1000 monthly;

(ii) to keep the premises in good tenantable repair, fair wear and tear excepted; and

(iii) not to sublet the premises without the lessor's written consent.

The lease also contains a clause entitling the lessor to forfeit the lease in the event of a breach of any covenant by the lessee.

In September 2012, a hurricane ripped off part of the galvanized roof of the dwelling house. Timothy did not repair the roof, with the result that rainwater has entered the house and caused severe damage.

In December 2007, Loma sold the freehold to Amanda. At the time of the sale, Timothy owed Loma three months’ arrears of rent.

Two months ago, Timothy sublet one room in the house to Stephen on a weekly sub-tenancy without seeking Amanda’s consent.

Advise Amanda and Loma as to the possible remedies available to them.

4. Gordon originally owned the freeholds of Nos. 53 and 55 Engineer Close. Ten years ago, Gordon sold No. 55 to Henry, the conveyance containing the following covenant:

“The Purchaser hereby covenants with the Vendor that he (the Purchaser) will not at any time cause or permit the property hereby conveyed to be used otherwise than as a single private dwelling house”.

Subsequently, Gordon sold No. 53 Engineer Close to Edward on the same terms. In common with most of the other owners of houses in Engineer Close, Edward converted his house into student apartments. Last year, Edward resold No. 53 to Loco Properties Inc.

Percy has recently purchased No. 55 and has obtained planning permission to convert the property into office accommodation. Two students, Thomas and William, who are tenants in No. 53, seek injunctions to prevent the conversion.

Advise Percy as to what defences may be available to him, and whether there are any other steps he might profitably take.