

Ollscoil na hÉireann, Gallimh
National University of Ireland, Galway

Semester II Examinations, 2003/2004

Exam Code(s)	2BL1, 2BL2, 3BL1, 3BL2 3CW1, 4BL2.
Exams(s)	2 nd 3 rd & 4 th LL.B 3 rd Bachelor of Civil Law Erasmus & Occasional
Module Codes(s)	LW226
Module(s)	Land Law II
Paper No.	1
External Examiner(s)	Dr. Alan Dowling
Internal Examiner(s)	Dr. Ray Murphy Dr. Padraic Kenna
<u>Instructions</u>	Answer THREE questions
Duration	TWO Hours
No. of AnswerBooks	
<u>Requirements:</u>	
Handout	
MCQ	
Statistical Tables	
Graph Paper	
Log Graph Paper	
Other Material	
Department(s)	Law

PTO

1. Mary and Tony decided to co-habit in 1982. Mary's father gave her a residence in which both Tony and Mary lived up until 1993, when the residence was sold and Mary gave the proceeds to Tony to use towards the purchase of a new home. This he did, but the new house was purchased on unregistered land in Tony's own name. In or about 2002/2003 the couple separated, and inconclusive negotiations commenced between their respective solicitors during which, according to Mary, it was agreed that the property would be transferred into her name. This did not happen, and on 12 May 2003 Mary initiated proceedings against Tony, and on the same day Tony executed a mortgage with the Northern Bank PLC in respect of the property. Later, the High Court declared that Tony held the property in trust for Mary, and Tony was ordered to assign the property to her. There was no mention of the Bank's mortgage. The Bank has initiated an action claiming, as bone fide purchaser for value without notice of Mary's trust, to be entitled to realise the amount of their mortgage debt without regard to Mary's interest in the property. Advise Mary.

2. Analyse and discuss the protection available to married couples in respect of property rights under Irish law. Is there any similar protection provided for non-married but co-habiting couples?

3. **Answer (a) and (b).**

(a) Analyse and discuss the rule in *Wheeldon v Burrows* [1879] 12 Ch.D. 13.

AND

(b) Mr. Maguire bought a mews premises in Lad Lane Dublin in 1986 and converted it to residential use, the conversion including the installation of windows on the ground floor. Bosco Developments built a complex across the street from his residence which was 124 feet high in one part and which was situated about 43 feet away from his ground floor window. This was causing obstruction to both the ancient lights (the light received by the upper floor windows) and modern lights (that received by the ground floor windows). Advise Mr. Maguire.

4. **Answer (a) and (b)**

(a) "Joint tenancy and tenancy in common are the two forms of co-ownership which predominate in the modern law. In both of them, two or more co-owners share the possession of land, or the rental income from it, if it has been let, and if the land is sold, they will share the purchase price". (Pearce and Mee, 2 edn. p. 109). Discuss, with particular reference to the distinguishing characteristics of both forms of co-ownership.

AND

(b) Ten years ago, Peter and his sister Julia bought an office block in Galway. Although Julia paid 60% of the purchase price and Peter the remaining 40%, they were described in the deed of conveyance as joint owners. Julia has recently died having made a will in which she left all her property to her nephew. Peter, however, is claiming to be entitled to the entire ownership of the office block in Galway. Advise Peter.

PTO

5. Answer (a) or (b).

- (a) *"Despite the strict requirements as to the description of the land laid down in Section 6 of the 1850 Act [Judgement Mortgage(Ireland) Act, 1850], it seems that any error may not necessarily render an affidavit defective, particularly if it is unlikely to mislead anyone"* (Wylie). Discuss.

OR

- (b) Analyse and discuss the powers and rights of a mortgagor/borrower under a mortgage of land.

END