

- If no s.32 protection, PE won't bind purchaser of the land
- Overriding interest if claimant is in actual occupation → sch.3 Para 2 LRA 2002 (details – see later chapter)
  - Overriding interest is interest that will bind the purchaser even though it did not appear on the registered title of the land registry
- **UN-REG land:** Doctrine of notice
  - Interest will not be binding if the purchaser can show that they are bona fide (honest) purchaser for value without notice (see later for details)

\*\*Approaching problem question on Proprietary estoppel:

- In exam only one small part, won't be large part

### Ch.3 Enforcement of Interests in UNREG Land

Legal interest binds the whole world *Mercer v Liverpool*

Equitable interest binds the purchaser if either:

s.2 LCA 1972

Class C(iii): equitable mortgage

Class C(iv): estate contract

Class D(ii): restrictive covenants

Class D(iii): equitable easements

Effect of register the land charge: s.198(1) LPA: actual notice deemed to all people

Non-register of land large:

s.4(5) LCA: Class C void against purchaser

s.4(6) LCA: Class C(iii) + Class D void against purchaser for money or money worth

Enter the right name against the land charge and Search

Correct name would be the one appears on the title deed *Diligent*

Knowledge to the purchaser is irrelevant *Midland Bank Trust*

Defective entry + Effective search = person makes the search win, new purchase takes free of the land

Defective entry + defective search = person make the entry against wrong name wins, interests enforceable against the purchaser

Overreaching *City of London Building v Flegg*

Trust situation

- i. Conveyance capable of being overreached s.2(1)(ii) LPA
- ii. Conveyed to 2 or more trustees s.2(2)(a) LPA
- iii. Purchase money paid to 2 or more trustees s.2(1)(ii), s.27 LPA

Result: purchaser takes priority over equitable interests under trusts

Doctrine of notice

*Kingsnorth Trust*: Rule → equitable interests will bind everyone except bona fide purchaser without notice

- The crucial point here is whether REG or not REG
- REG is enforceable
- Non – REG is unenforceable

Registrable land charges	Effect of registration	Consequences of non-registration
Class C(iii) – general equitable charge s.2(4)(iii) LCA	“registration...shall be deemed to constitute actual notice...to all persons.” s.198(1) LPA	Void against a purchaser for valuable consideration of the land or an interest in it s.4(5) LCA
Class C(iv) – estate contract (include: option to purchase, a contract by an estate to convey or create a legal estate) s.2(4)(iv) LCA		Void against a purchaser for money or money’s worth of a legal estate in the land s.4(6) LCA
Class D(ii) – restrictive covenant s.2(5)(ii)		<i>Midland Bank Trust Co Ltd v Green p1981] AC 513</i>
Class D(iii) – equitable easement s.2(5)(iii)		

- All those within registrable land are enforceable and regulated by LCA
- Fail to register land charge → VOID against purchasers

*Midland Bank Trust Co Ltd v Green p1981] AC 513*

Facts & Issue	Man grants an option to purchase on a farm, which is an UN_REG land title. Estate contracts are under s.2, therefore if son want to enforce, he needs to register the land charge. Man, and son went into argument subsequently. Man no longer want the son to get an option to purchase. Man then sells to his wife the “knock down price”. Issue: can the son enforce option to purchase against mom?
Held	No. It is not a point whether mom has knowledge or not. The crucial point here is whether option to purchase is under s.2 or not. Lord Wilberforce: - The Act is clear and definite. Intended as it was to provide a simple and understandable system for the protection of title to land. It should not be read down or glossed

**Register of name**

- s.3(1) LCA: charges are registered “in the name of the estate owner whose estate is intended to be affected.
- Person who makes error, suffers consequences itself

Q: What is “My name” then?

Name appears on the document of title (Deed; by which they acquire the title) is the correct version