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## ADVERSE POSSESSION

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## ADVERSE POSSESSION

### The Law

In unregistered land, a claim for adverse possession can be made after twelve years (thirty years in relation to the Crown) of having asserted factual possession (in layman's terms - treating the land as one's own) and an intention to possession (intending to bar all others including the paper owner from the land). There must also be discontinued use by or dispossession from the paper owner. This much is still clear and survives the decision, which only applies to registered land.

In relation to the latter, claims accrued pre-implementation of the Land Registration Act 2002, on 13 October 2003, basically retained the above requirement to show twelve years adverse possession. For claims arising on or after the above date only ten years adverse possession is required (this includes the Crown). However, the registered proprietor will be notified of any claim and has sixty-five working days in which to defend the claim. If an objection is made, adverse possession will only succeed for post October 2003 claims if one or more of three very limited circumstances apply: most notably, there has been a reasonable and genuine mistake as to where the boundary is.

In **Baxter v Mannion 2011 [2011] EWCA Civ 120** an applicant successfully claimed adverse possession as the registered proprietor did not object to the claim within 65 days of being notified of the application by the Land Registry. The Application did not have the requisite ten-year adverse possession and the application was set aside.

**J.A. Pye (Oxford) Ltd v Graham [2002] UKHL 30** G. had grazing licences on 57 acres of land. The licences came to an end but G. continued grazing. The Land was subsequently worth £10 million and G. claimed adverse possession. The House of Lords stated that there must be a sufficient degree of continued physical control and an intention to occupy and not necessarily own. The fact that someone is prepared to pay for occupation does not prevent adverse possession nor is there a need for physical ouster from the land. The claim succeeded.

**Pye v United Kingdom [2007] ECHR 30.** The Grand Chamber of the European Court of Human Rights held that adverse possession in relation to a pre 2003 registered land claim did not constitute a breach of human rights.

### Highways

**R (Smith) v Land Registry and Cambridgeshire County Council [2010] EWCA 200** - Following **Bromley Borough Council v Morritt 1985**, parking of caravans and trimming hedges on a byway open to all traffic could not constitute adverse possession as it is a criminal offence to obstruct the highway and a claim cannot be based on a criminal offence. The Land Registry Practice Guide 5 states that if the Registry consider a claim to be over highway they will contact the highways authority. The Court of Appeal stated that only if a public right of way was extinguished could an adverse possession claim arise and this would not happen unless the claimant obtained title to the adopted surface which would not be the case. This is based on the principle of "once a highway always a highway" unless there is a surrender. It was assumed that driving vehicles over village green might also be illegal. However, in **T.W. Logistics v Essex County Council [2021] UKSC 4** the Supreme Court held that this was not the case if the local population and the drivers could live harmoniously together.

## Meaning of Adverse Possession

**S15(1) LA 1980** states:

*No action shall be brought by any person to recover any land after the expiration of 12 years from the date on which the right of action accrued to him....*

Thus, the limitation period only starts to run against the owner from the date on which the rights of action accrued.

By virtue of paragraphs 1 and 8 Schedule 1, LA 1980, this right of action accrues where:-

- the owner has been dispossessed or he has discontinued his possession; and
- some other person (the squatter) has taken adverse possession

Previously, once adverse possession had arisen, the property would be held on bare trust for the claimant who in registered land would have an overriding interest. This ended on October 13<sup>th</sup> 2006 and now they will only have an overriding interest which is binding on subsequent purchasers if in actual occupation. In **Clapham v Narga [2024] EWCA 1388** the lower courts held that the adverse possession did not give rise to an overriding interest under schedule 3 paragraph 2 of the Land Registration Act 2002 as fencing had fallen into disrepair and was not obvious to a purchaser on a reasonable inspection. The Court of Appeal reversed this decision and stated that the lower courts had misunderstood the General Boundaries Rule under S.60 LRA 2002 and that the filed plan at the Land Registry was not conclusive as the boundaries merely identified the property. Adverse possession had been acquired many years previously and the position of the fence determined the boundary. See also **Drake v Fripp [2011] EWCA 1279** where the plan showed a boundary 5 metres from the actual boundary fence.

“Dispossession” refers to a person coming in and putting the owner out of possession. However, the owner need not know that he has been dispossessed. There can be dispossession even if the owner is unaware that a squatter has taken possession of the land.

“Discontinuance” means that the owner has abandoned his possession. Mere non-user, however, may not constitute abandonment.

This applies equally to registered and unregistered land because paragraph 11 Schedule 6 LRA 2002 provides that:-

*a person is in adverse possession of an estate in land for the purpose of this Schedule if, but for section 96, a period of limitation under section 15 of the Limitation Act 1980 would run in his favour in relation to the estate.*

To bar the owner’s title, therefore, a squatter needs to establish not only dispossession or discontinuance (as explained above) but also adverse possession for the requisite period of time. In **London Borough of Tower Hamlets v Barrett [2005] EWCA 923** the fact that the council, as paper owner, had retained wooden props on the land did not prevent a claim for adverse possession.

### Who has to be in possession?

In the case of **Vodafone v Potting Shed Bar and Gardens [2023]** the Court of Appeal stated that if a successor to the original possessor is claiming adverse possession, then they must have the same estate in land. Here a leaseholder could not claim.

Whether a group of people can claim depends on the facts. In **Norwich Corporation v Brown (1883)** members of a parish with no connecting characteristics could not claim. In **Holland v Neville Estates (2006)** a corporate body could claim adverse possession. Contrast this with **Openshaw v P&F Properties (2013)** where the corporate body had fluctuating members and there could be no claim. In

***Morris v Pincher [1969] 212 EG 1141*** and in ***Brazil v Brazil (2005)*** current use by a family where adverse possession was only claimed by a few members failed.

In ***Bligh v Martin [1968] 1WLR 804*** adverse possession was allowed through use by another such as an employee or contractor.

### **Possession must be adverse**

Possession is not adverse if the squatter is entitled to occupy the land under some lawful right such as an existing contract or licence granted by the owner. Thus in ***George Wimpey & Co Limited v Sohn and Another [1967] Ch 487*** it was held that there was no adverse possession as the squatter was merely exercising legal rights of way.

Similarly, a tenant cannot acquire a title by adverse possession to land that he occupies under a lease. His possession is by virtue of the lease and, accordingly, is not adverse. As the tenant's possession is not adverse, the limitation period does not run. However, time can start to run in favour of a tenant who remains in possession when his lease has determined provided that the holding over is not with the consent of the landlord. If the tenant holds over with the consent of the landlord, a tenancy at will arises.

In the case of an oral yearly or other periodic tenancy, time runs in the tenant's favour from the end of the first year or other period of tenancy. But if the tenant subsequently pays rent, the limitation period will restart from the date that the rent was paid (s15(6) and paragraph 5, Schedule 1 LA 1980).

### **Possession**

For there to be adverse possession, a squatter must establish both factual possession and the requisite intention to possess (or *animus possidendi*).

### **Factual possession**

Each case turns on its own facts and must be judged on its merits. Acts, which constitute factual possession in one case, may not be sufficient in another. The required degree of exclusive control will vary with the nature of the land and the way in which it is normally used or occupied.

Nevertheless, there are certain situations which regularly arise and consideration of these may help to explain the requirements for factual possession. In ***Moore v Doherty (1843)*** adverse possession was accepted when the claimant gave a licence to a third party.

### **Fencing**

In ***Seddon v Smith (1877) 36 LT 68*** erecting fences or building on land is *prima facie* evidence of adverse possession.

For open land, enclosure can provide strong evidence of factual possession. Thus in ***Williams v Usherwood [1983] P & CR 235*** the enclosure of the land by fencing was an important factor in the court's finding that the squatter was in adverse possession.

However, even fencing and gates may be equivocal – as where it is insubstantial or intended merely to prevent access by the public (***George Wimpey & Co Ltd v Sohn and Another [1967] CH 487***).

***Chambers v Havering London Borough Council [2011] EWCA 1576***, repair of existing fencing was not enough.

### ***Thorpe v Frank [2019] EWCA 150***

To claim adverse possession then there must be a factual possession and an intention to possess. Fencing is clear evidence of factual possession but not essential. Here the Court of Appeal accepted that paving a piece of neighboring land could give rise to adverse possession where due to the layout of the land and the existence of restrictive covenants fencing was inappropriate.

### ***Kirkman v Bradshaw Pub Company (2025)***

There was a small piece of land enclosed on three sides by buildings and a wall. The fourth side was not enclosed but any gate could only be situated so that if opened it would block a doorway. Adverse possession was successfully claimed.

### **Parking**

Whether the parking of cars or other vehicles constitutes factual possession is related to the nature of the land:

*....the significance of parking varies greatly according to the exact circumstances of the relevant ground. Parking cars on a strip of waste land may have no evidential value whatever in relation to possession of land. In the enclosed curtilage of a private dwellinghouse however it may be regarded as evidence of possession.* Cumming-Bruce LJ in ***Williams v Usherwood [1981]***

In relation to car parking then an alternative claim maybe of a prescriptive easement. However, see

***Batcheler v Marlow [2003] 1WLR 764***. An easement cannot arise if there is exclusive possession such that the paper owner is unable to use the land. Here cars were parked on a neighbouring strip of land pending repairs by a garage. There was no easement and no adverse possession as the cars were only parked during the day. Contrast with ***Newman v Jones (1982)*** and ***Campden Hill Gate v Dutchess of Bedford House RTM Company [2023] EWCA 1470*** where parking was on a first come first served basis. This could be an easement.

### **Changing the surface**

Changing the surface of land by, for example, laying tarmac, crazy paving or cobbles, can constitute strong evidence of factual possession – especially when accompanied by enclosure.

### **Trivial acts**

Trivial acts will not suffice. Thus in ***Boosey v Davis [1987] 55 P & A CR 83*** the use of land for the grazing of goats and the clearing of scrub to facilitate grazing was held to be minimal in terms of the quantity and quality of user and insufficient to constitute possession in fact.

Similarly, in ***Powell v McFarlane [1977] P & CR 454*** the grazing of cows, the cutting of hay, the repair of fences and the cutting of Christmas trees were held not to be sufficient acts of user to constitute factual possession.

Nevertheless, where the squatter is using the land in the only way it can be used, there can be adverse possession. Thus, in ***Red House Farms (Thorndon) Limited v Catchpole [1977] EGD 798*** shooting over marshy ground was held to be sufficient possession as the land was useless save for this purpose. The owner's only access to the land was by a bridge, which had long been in disrepair.

### **Intention to possess**

Factual possession alone is not enough. A squatter needs to also establish the necessary intention to possess.

The Court of Appeal has clarified the nature of this intention to possess in ***Buckinghamshire County Council v Moran [1989] Ch 625*** where it was held that the requirement is that the squatter intends to possess the land to the exclusion of all other persons including the owner. No intention to own or acquire the land is needed.

In the ***Moran*** case, the Council acquired a piece of land to carry out an intended road diversion in the future. Mr Moran's predecessor incorporated the land into his adjoining garden. Mr Moran was aware of the Council's intentions. The Council sought possession of the land more than 12 years after the land was incorporated into the garden. It was held that the Council's title was barred by adverse possession.

As well as this subjective intention to possess the land, a squatter must show by his outward conduct that this was his intention:-

*.....the courts will ..... require clear and affirmative evidence that the trespasser, claiming that he has acquired possession, not only had the requisite intention to possess, but made such intention clear to the world. If his acts are open to more than one interpretation and he has not made it perfectly plain to the world at large that he has intended to exclude the owners as best he can, the courts will treat him as not having the requisite *animus possidendi* and consequently as not having dispossessed the owner – Slade J in ***Powell v McFarlane 38 P&CR 452.****

In ***Wretham v Ross [2005] EWHC 1259*** the claimant thought that they had the owner's permission to be on the land. This did not prevent an adverse possession. In ***Alston & Sons v BOCM Pauls Ltd [2008] PLSCS 247*** the claimant was still successful even though they believed that the owner would allow them on the land until they wanted it for themselves. Contrast ***Clowes Development v Waters (2001)***.

In ***White v Amirtharaja [2022] EWCA 11***, adverse possession was claimed over a passageway. This failed as a predecessor had not shown sufficient intention to possess.

In ***Batt v Adams [2001] EGLR 92*** factual possession of more than 12 years was established. The question for the court was whether there was sufficient intention to possess the land. The squatter was a tenant and was unaware that the title to the land was owned by anybody other than his landlord.

He believed that he could use the land at will but did not intentionally exclude a person with title. There was thus no intention to possess. Accordingly, no adverse possession arose.

However, in ***Mayor and Burgesses of Lambeth v Blackburn [2001] EWCA 92*** the Court of Appeal had to consider a squatter's claim to possession of a flat in one of the council's block of flats. When he moved in, he undertook repairs to the flat to make it habitable and replaced the locks.

Whilst he was in occupation, he always thought that he would eventually be evicted and was willing to move out if he had to do so. He was willing to negotiate with the council and was prepared to pay rent. On the facts of the case, the squatter had established the required 12 years' factual possession and the question centred on the intention to possess. The Court of Appeal decided that the squatter's willingness to accept a lease and his knowledge that he was a trespasser within the 12 years did not negate an intention to possess. All that was necessary was to show an intention to possession to the

exclusion of others. This had to be distinguished from an intention to own. Adverse possession therefore was established.

Since S.144 of the Legal Aid Sentencing and Punishment of Offenders Act 2012 came into force then it is illegal to squat in residential property. In **Best v Chief Land Registrar [2015] EWCA 17** a claim for adverse possession was still allowed.

In **Malik v Malik [2023] EWHC 59** it was held that payment of a service charge by the paper owner of a 999-year lease did not prevent adverse possession. On November 4<sup>th</sup>, 2024, the Court of Appeal **[2024] 1323** reversed the claim but on different grounds and did not discuss this point. In April 2025, the Supreme Court refused leave to appeal.

In **Rashid v Nasrullah [2019] EWCA 2685**. Here a fraudster forged documents to become registered proprietor of a property then gifted the property to his son who was a party to the fraud. Over ten years later they could still claim adverse possession.

#### **Land owned by the Crown: unregistered land**

Where the owner is the Crown the limitation period is 30 years, or 60 years in the case of foreshore. Land held by the Crown includes land held as bona vacantia, typically following the dissolution of a company. Thus, for example, the proprietor of a property on a developed estate who has enclosed and is adversely possessing a strip of land which remains registered in the name of the now dissolved developer company will have to establish 30 years' adverse possession in order to become registered as proprietor of the strip, unless the developer's title has been barred prior to dissolution.

### **THE LAND REGISTRATION ACT 2002**

The Act provides a new scheme for adverse possession in relation to a registered estate in land. The provisions only apply to registered land. The essence of the scheme is that:

- Adverse possession of itself, for however long, will not bar the owner's title to a registered estate in land or a registered rent charge.
- A squatter will be entitled to apply to be registered as proprietor after ten years adverse possession (Form ADV1) and the registered proprietor, any registered chargee, and certain other persons interested in the land will be notified of the application.
- If the application is not opposed (within 65 days) by any of those notified, the squatter will be registered as proprietor of the land. Form ADV2 allows someone to notify the Registry that they should be notified of a claim.
- If any of those notified oppose the application it will be rejected, unless the adverse possessor can bring him or herself within one or more of three conditions.
- If the squatter's application for registration is refused but the squatter remains in adverse possession for a further two years, he or she will be entitled to apply once again to be registered and will this time be registered as proprietor whether or not the registered proprietor objects.
- Where the registered proprietor brings proceedings to recover possession from a squatter, the Act allows the squatter to establish certain limited defences which are consistent with the three conditions mentioned above.

*Paragraph 5* provides that if the applicant can show that one or more of three conditions applies, the applicant is entitled to be registered as the new proprietor of the estate. If a recipient who has objected disputes that a condition applies, then if the objection is not disposed of by agreement the matter will have to be referred to the adjudicator under the general provision as to objections.

The first condition in paragraph 5 provides statutory recognition for the equitable principles of proprietary estoppel.

For example:

Where the applicant/squatter has built on the registered proprietor's land in the mistaken belief that he or she was the owner of it and the proprietor has knowingly acquiesced in his or her mistake. The squatter eventually discovers the true facts and applies to be registered after ten years: e.g. ***Inwards v Baker [1965] 2QB29***

- Where neighbours have entered into an informal sale agreement for valuable consideration by which one agrees to sell the land to the other. The "buyer" pays the purchase price, takes possession of the land and treats it as his own.. There is no binding contract because the agreement does not comply with the formal requirements for such a contract under **S.2 Law of Property (Miscellaneous Provision) Act A 1989**. The "buyer" discovers that he or she has no title to the land. If he or she has been in possession of it for ten years he or she can apply to be registered as proprietor: see e.g. ***Yaxley v Gotts [2000] 1 All ER 711***

In each of these cases, an equity arises by estoppel, to which the legislation should be able to give effect by registering the squatter as owner of the registered estate in place of the existing proprietor.

Examples of the second condition (some other right to the land) might be:

- The squatter is entitled to the land under the will or intestacy of the deceased proprietor.
- The squatter contracted to buy the land and paid the purchase price, but the legal estate was never transferred to him or her. In a case of this kind the squatter-buyer is a beneficiary under a bare trust, and, as such, can be in adverse possession.

The third condition (reasonable mistake as to the boundary) would cover cases such as:

- Where the boundaries as they appear on the ground and as they are according to the register do not coincide, for example, because when the estate was laid out the dividing fences or walls were erected in the wrong place and not in accordance with the plan lodged at the Land Registry.
- Where the registered proprietor leads the squatter to believe that he or she is the owner of certain land on the boundary when in fact it belongs to the registered proprietor. If there has been detrimental reliance, then there might also be a proprietary estoppel.

One of the requirements of the third condition is that estate to which the land relates was registered more than one year prior to the date of the application. This requirement is imposed because title to *unregistered* land can normally be acquired after twelve years adverse possession while under the third condition title to *registered* land may be acquired after ten years adverse possession. There might be a case where the squatter had been in adverse possession of unregistered land for more than ten but less than twelve years, the title was then registered and the other requirements of the third condition are met. The squatter would not have barred the title of the landowner prior to registration of the title but if this provision was not made he or she would be entitled to apply to be registered as proprietor as soon as the owner was registered.

In other words, the owner would have no opportunity to evict the squatter. Presumably, the successful applicant would be entitled to absolute title.

This condition can only be used if the land claimed is adjacent to the boundary and there has been no exact determination of the boundary under **S.60 LRA 2002**. In the case of **Dowse v Bradford Metropolitan District Council [2020] UKUT 202** only a part of the land claimed adjoined open land belonging to the Council and there could be no claim.

In **IAM Group v Chowdrey [2012] EWCA 505** - it was held that in determining a squatter's reasonable belief, they should not be imputed with their agents, e.g. their solicitor's knowledge. In deciding whether the lease is reasonable, it is appropriate to ask whether the squatter ought to have raised questions of their solicitor. However, if the paper owner has not challenged the exclusive possession of the squatter, there would be no reason to raise enquiries.

**Zarb v Parry [2011] EWCA 1306** the applicant must reasonably believe that the land is theirs for the previous ten years prior to the claim where there is a reasonable mistake as to boundaries. If circumstances make this belief unreasonable then there can be no claim. Here, however, the fact that the neighbour had queried the boundary line some years previously did not make the belief unreasonable.

**Brown v Ridley [2024] UKUT 14.** Here the Upper Tribunal reluctantly decided that they had to follow the Court of Appeal cases of Zarb v Parry [2012] and IAM Group v Chowdrey. For registered land claims under the Land Registration Act 2002, as of October 13<sup>th</sup> 2003 a claim can arise after 10 years but may be defeated if there has been a reasonable mistake as to boundaries. The mistake must be for the 10 years immediately prior to the claim and not for any 10 year period. This case was heard by the Supreme Court in December 2024. The Supreme Court gave their judgment on **February 26<sup>th</sup> 2025 [2025] UKSC 7** and reversed the Upper Tribunal Decision. All that needs to be shown is ten years reasonable mistake of the boundaries at any time in the past. The fact that the Ridleys ought to have known of the mistake when they put in a planning application twenty one months before the claim did not prevent adverse possession.

**McGee v Long Term Reversions (Harrogate) Ltd (2025).** Here tenants had encroached into the landlord's attic space. The first tier tribunal decided that encroachment was based on the law of estoppel and not adverse possession. Therefore, after the required time periods it was irrelevant that the tenant knew that the attic was not theirs and the landlord did not have the normal defences.

### **The Notice of Adverse Possession**

**Hopkins v Beacon [2011] EWHC 2899** - The registered proprietor failed to tick the counter notice box on the Notice of Adverse Possession. The Court held that if it was clear what defence was being relied upon this was not fatal. However, here this was not the case and all the applicant had to do is show that adverse possession existed.

### **Adverse possession and leaseholds**

**St Marylebone Property Company Limited v Fairweather [1963] AC 510.** In unregistered land, even though the adverse possessor has acquired a new title, he is not free from incumbrances. Therefore, even an unregistered land charge is binding on the adverse possessor. Here adverse possession of property subject to a leasehold did not terminate the lease.

Compare ***Spectrum Investments v Holmes [1981] 1 WLR 221***, where in registered land adverse possession was held to terminate the existing lease.

## **Moorings**

***Port of London Authority v Tower Bridge Yacht Company [2013] EWHC 3054*** mooring rods fixed to the riverbed did not give rise to an adverse possession claim as they constituted use of the river bed and not taking possession. The rods were there to facilitate mooring above the riverbed. Moorings could, however, in different circumstances, give rise to an adverse possession claim, see ***Port of London Authority v Ashmore [2010] EWCA 30***. Here a barge would sit on the river bed at low tide. The claim succeeded but river users could not be prevented from passage. In ***Port of London Authority v Mendoza [2017] UKUT 146*** mooring of a houseboat did not give rise to adverse possession.

## GENERAL BOUNDARY

**s60 LRA 2002** states:

- (1) *The boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under this section.*
- (2) *A general boundary does not determine the exact line of the boundary.*

Registration of title is, therefore, normally completed without detailed inquiry as to the precise location of legal boundaries. This means that it is seldom possible from the title plan to resolve boundary disputes which relate to very small or narrow pieces of land.

### Determined boundary

**s60 LRA 2002** and **rr117-122 LRR 2003** prescribe a procedure by which the position of the boundaries of a registered title can be determined with precision. This involves the service of notice on adjoining owners. If these persons cannot be identified the application will have to be cancelled unless the adjoining land is registered and the registered proprietor's written agreement as to the exact line of the boundary accompanies the application. If the owner of the adjoining land does not object the application must be completed.

An application for a determined boundary may be made by the proprietor of a registered title (**rl18 LRR 2003**). Application must be made in Form DB and be accompanied by a plan, or a plan and verbal description, identifying the exact line of the boundary claimed and showing sufficient surrounding physical features to allow the general position of the boundary to be drawn on the Ordnance Survey map. The applicant must also provide evidence to establish the exact line of the boundary.

### Practical identification of boundaries

Registration with a general boundary does not mean that the owner of registered land cannot find out where the boundary lies. In some cases, although the registration does not determine the position of the legal boundaries, the register may contain relevant information.

### Measurements

Where boundaries are not defined by physical features, dimensions given on a deed plan may be shown on the title plan. It should be noted that simply adding measurements to a title plan does not determine the boundary in question for the purposes of **s60 LRA 2002**.

### Boundary declarations and agreements

A boundary declaration or agreement may sometimes be contained in a conveyancing deed or in a separate deed of declaration or agreement. Such declarations or agreements may provide a detailed description of the position of a legal boundary in relation to adjoining physical features or they may state the ownership of a physical boundary. In these cases Land Registry will make an appropriate note in the register and show any necessary particulars to identify the boundary in question on the title plan.

### "T" marks

The ownership of boundary features may be shown by the insertion of "T" marks on deed plans. The convention is that the property on whose side the 'T' mark lies owns the boundary feature. There is no judicial authority, however, to indicate that this is anything more than a convention particularly where the "T" marks are entered on a deed plan without any reference to them in the deed itself.

Land Registry reproduces "T" marks on the title plan when they are expressly referred to in deeds lodged for registration and the relevant entries from the deeds (for example a declaration as to ownership or maintenance of the marked boundary) are set out in the register. Alternatively, the "T" marks may be referred to verbally in the register. "T" marks on a deed plan which are not referred to in the deed have no special meaning in law and, unless an applicant specifically requests that such marks should be shown on the title plan, they are normally ignored by Land Registry.

While deeds may contain covenants to maintain a wall or fence, such covenants do not necessarily confer ownership.

In the case of *Lanfear v Chandler [2013] EWCA 1497* the Court of Appeal confirmed that "T" marks merely stated who was responsible for a boundary feature and not necessarily ownership of the feature.

### **Boundary Agreements**

*White v Alder [2025] EWCA 392* the Court of Appeal accepted that a boundary agreement which had been made between predecessors of the two neighbors would bind the current owners even though they had no knowledge of the agreement. It did not transfer land and did not need to comply with S.2 Law of Property (Miscellaneous Provisions Act (1989)). Leave to appeal to the Supreme Court has been refused.

In *Bishop v Jacques (2025)*, the Upper Tribunal recognised that a boundary agreement was binding in relation to a larger piece of land of 4 metres times 30 metres.

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