Further in this matter, we have identified that part of the building, tinted blue on the attached plan, appears to be outside of the boundaries of your client’s title and that will need to be remedied.

We realise that a seller will often seek to rely on the “general boundaries rule” in this scenario so as to avoid the need for any corrective action but we reject that, since it is an argument that is very easily rebutted if there is any evidence to show that the boundary has in fact been drawn correctly in accordance with the original conveyance.

IF THE TITLE TO THE ADJOINING LAND IS REGISTERED AND THE BUILDINGS DO NOT INTERLOCK

[We would therefore suggest one of the following remedies:

1. A transfer of the part of the land that is outside of the title;
2. A boundary agreement between your client and the neighbour; [not appropriate where there is evidence to suggest the plan is correct – delete if so]
3. An application to HM Land Registry to determine the boundary; or
4. An adverse possession application

Please advise how you intend to proceed and if either a transfer or a boundary agreement is proposed please let us have a draft for approval.]

ELSE IF THE TITLE TO THE ADJOINING LAND IS UNREGISTERED AND THE BUILDINGS DO NOT INTERLOCK

[We would therefore suggest one of the following remedies:

1. A transfer of part of the land that is outside of the title (assuming the owner of the land, which is unregistered, can be identified);
2. A boundary agreement between your client and the neighbour (again, assuming the neighbour can be identified); [not appropriate where there is evidence to suggest the plan is correct – delete if so] or
3. An adverse possession application

Please advise how you intend to proceed and if either a transfer of boundary agreement is proposed please let us have a draft for approval together with an epitome of title for the neighbouring land.]

ELSE IF THE TITLE TO THE ADJOINING LAND IS REGISTERED AND THE BUILDINGS DO INTERLOCK

[We would therefore suggest one of the following remedies:

1. A transfer of the part of the land that is outside of the title;
2. A boundary agreement between your client and the neighbour; [not appropriate where there is evidence to suggest the plan is correct – delete if so]
3. An application to HM Land Registry to determine the boundary; or
4. An adverse possession application

Please advise how you intend to proceed and if either a transfer or a boundary agreement is proposed please let us have a draft for approval.

Any of these remedies will of course create a flying freehold and we will require either a deed of easement and covenant to be entered into with the neighbour supported by restrictions on the titles to each property to ensure future owners enter into covenants or else indemnity insurance. Again, please let us know how you intend to proceed and if via indemnity insurance, let us have a draft policy for approval.]

ELSE IF THE TITLE TO THE ADJOINING LAND IS UNREGISTERED AND THE BUILDINGS DO INTERLOCK

[We would therefore suggest one of the following remedies:

1. A transfer of the part of the land that is outside of the title;
2. A boundary agreement between your client and the neighbour; [not appropriate where there is evidence to suggest the plan is correct – delete if so] or
3. An adverse possession application

Please advise how you intend to proceed and if either a transfer or a boundary agreement is proposed please let us have a draft for approval together with an epitome of title for the neighbouring land.

Any of these remedies will of course create a flying freehold and we will require either a deed of easement and covenant to be entered into with the neighbour supported by restrictions on the title this property and a caution against the neighbouring title to ensure future owners enter into covenants or else indemnity insurance. Again, please let us know how you intend to proceed and if via indemnity insurance, let us have a draft policy for approval.]