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## Response lay out

Substantive element → type of interest

Formalities → validity of creation of interest ie aply test

bundle of rights theory → *Victoria park racing and rec grounds v taylor*

- Excludability
- Alienability
- Possession
- Use and enjoyment
- Rights to income

## Terminology

Settlor – creator of trust

mortgagor → borrower

mortgagee → lender

Dominant → land w benefit

Servient tenement → land over which right is excercised

## *Yanner v eaton*

- Denial of blackstone stmt
- Property rights can be balanced between people
- Whoever has most power, is the owner

## Fixtures

chattels that have become part of land bc attached to it

Prima facie presumptions → if secured is a fixture, if not is not

Re cancer care institute of aus 2013 → medical machines affixed for intention of safety

Test → hodgson

- Degree of annexation → would it cause damaged to land to remove
- Object and purpose of annexation → is it for better enjoyment of land, is its purpose permanent or temp

## Finders keepers

Finder has right to exclude everyone but the owner

Parker v british airways → BA not strong enough hold to exclude everyone

Tamworth v AG → abandoned original title, no right to recover

Chairperson national crime auth v flack → had lease of absolute control, right to money

## Chattels

Actual possession test → de facto control over chattel and intention to possess it

- Right to immediate possession
- Right to future possession/reversionary interest
- No common law issue of ownership w chattel bc crown does not have full ownership

Bailment → holding for the real owner

Conversion → act done inconsistent w owners right

Detinue → refusal to hand over goods, wrongful detention of goods

Negligence → breached duty of care, non-intentional

## Equity

Specific performance

- Lysaght v Edwards
- Preconditions
  - Transaction for value
  - Generally writing
  - Party seeking must come with clean hands
  - Must not prejudice 3<sup>rd</sup> parties

Part performance

- Ogilvie v ryan, Steadman v Steadman, Walton Stores v Maher
- unequivocally referable to alleged agreement → McBride v Sandland
- (UK) may be referred to alleged, must be referred to some
- Payment of money alone is not sufficiently specific, change of land possession is

Estoppel accord Walton stores v maher

- P assumes legal rel
- D induced P's assumption
- P acted on assumption
- D knew or intended P to do so
- P action will occasion detriment if assumption not fulfilled

- D failed to act to avoid detrement

Transfer of land

Exchange of contracts

Purchaser has equitable interest → lysaght v Edwards

Settlement/completion/payment of consideration

Old system

deed of conveyance + cert of title → legal title

deed not needed for short term lease s23D CA

Torrens