

## TOPIC 1 Interest in Land:

### *Legal Interests in Land*

- All legal interests over land must be in the form of a **deed** otherwise not legal: **s52(1) PLA**
  - Exceptions in s52(2)(variety of orders) AND s54(2)PLA sets out that leases not required to be in writing such as oral leases for 3 years and under.
- Applies to all 'conveyances' of land. s18PLA defines conveyances broadly to include: 'mortgage, charge, lease, assent, declaration etc'
- Conveyance not restricted to formal deed or transfer

### *What is a Deed?*

- Common law ***Manton v Parabolic***: Ritual/instrument to signify solemnity.
- A Memorandum of events subsequently prepared. This Memorandum came to be known as deed – replaced ancient rituals.

Deed: most solemn act a person can perform with respect to a particular property: *Manton*

- Usually applied to: conveyances, transfers, mortgages, charges and leases of land.
- Common law requires a deed to be: signed, sealed and delivered.
- It must be executed by the grantor in presence of the prescribed number of witnesses, known as instrumentary witnesses.
- A seal must be affixed to it. The grantor and witnesses signatures are primary
- Statute reinforces this: **s73PLA** must sign or place mark – sealing alone insufficient. **s73A PLA**: if deed expressed to be sealed shall have the same effect as if it has been.
- Electronic Conveyancing (Adoption of National Law Act) 2012 (NSW) Appendix s9(1) gives electronically lodged registry instruments the same effect as paper documents