

# Property Law and Conveyancing

Monday 21 July 2025

14.00 – 17.00

(three hours)

(+10 minute oral examination)

Candidates should answer THREE questions, including **ONE** from **SECTION A**, **ONE** from **SECTION B** and one other from **EITHER SECTION.**

All parts of a question must be answered.

## **Section A**

### Question 1

Alex owns a plot of land in Ross-shire. It is bounded to the west by a river. Over the past month, increased rainfall has caused the river to wash silt from his neighbour, Bob's property upstream on the opposite bank. The silt has settled on and attached to Alex's side of the bank and the build-up of silt has changed the course of the river, causing it to move further westward.

- a) Who owns the silt?**
- b) Can Bob demand that Alex co-operate with works to restore the river to its original course?**

Alex's neighbour on the eastern side, Carol has planted a number of pine trees near the boundary. Alex is unhappy about the trees because they cast a shadow on his greenhouse, hampering the ripening of his tomatoes.

Alex has also noted that the pine cones are being blown from the trees onto his lawn. He is getting fed up with gathering them and does not see why he should have to dispose of them.

Further, Alex has discovered some of the roots from the pine trees when digging in his flower bed. He resents this because he regards pine trees as "thirsty" and thinks they will make it difficult to irrigate his flowers sufficiently.

- c) Advise Alex about his rights in relation to the shadow, the pine cones and the roots.**

### Question 2

David Dawson is an electrician. He has done a significant amount of work for Enticing Emporiums Ltd (henceforth Enticing Emporiums), a company with a number of shops in Edinburgh. David was somewhat sceptical about Enticing Emporiums' ability to pay, so Edwina Endicott (Enticing Emporium's sole director) agreed to grant him a floating charge.

The document granting the floating charge was subscribed by Edwina as director of Enticing Emporiums and by a witness. It was over the "whole property and undertaking". It contained a clause prohibiting Enticing Emporiums from granting "any standard security or pledge ranking in preference to this charge".

A statement of the particulars of the charge was delivered to the companies registrar 20 days after the date on which the document was executed and delivered to him. The registrar did not manage to complete the registration for a further 10 days.

Since granted the charge, Enticing Emporiums has acquired a significant amount of stock in trade. It has also granted a standard security over each of its shops in Edinburgh to the Bank of Alba plc.

Sales in Enticing Emporiums' shops have not been as good as might have been hoped and David is worried that he may have to rely on his floating charge in order to security payment.

Advise David about what his floating charge allows him to do and how it relates to (a) the new stock and (b) the standard securities over the shops.

**END OF SECTION A**

## **Section B**

### Question 3

Assess the value of the requirement of a “foundation writ” for the acquisition of ownership by positive prescription.

### Question 4

Is the Keeper’s warranty too generous to applicants for registration?

### Question 5

Should variations to the terms of registered leases agreed between landlord and tenant require to be registered (a) to be effective between those parties and (b) in a question with a singular successor of the landlord?

### Question 6

Should there be further restrictions on the right of a common owner to seek division and sale of the co-owned property?

**END OF SECTION B**

**END OF PAPER**