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	Family Name	
	Given Names	
	Student Number	
	Teaching Period	Semester 1, 2017
FINAL EXAMINATION	DURATION	
LWZ223 – Property Law	Reading Time:	20 minutes
	Writing Time:	180 minutes

INSTRUCTIONS TO CANDIDATES

Answer both Part A and Part B questions.

In Part C, choose 2 essay questions to answer.

EXAM CONDITIONS

You may begin writing from the commencement of the examination session. The reading time indicated above is provided as a guide only.

This is an OPEN BOOK examination

Any calculator is permitted

Any handwritten material is permitted

Any hard copy, English dictionary is permitted (annotated allowed)

ADDITIONAL AUTHORISED MATERIALS	EXAMINATION MATERIALS TO BE SUPPLIED
Any printed material with the exception of CDU Library books	3 x 16 Page Book 3 x Scrap Paper

**THIS EXAMINATION IS PRINTED
DOUBLE-SIDED.**

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Part A

This question is compulsory - 15 marks

At the time of Harrison's death, he owned a property in Anula, Northern Territory (the 'Anula property') as the sole registered proprietor, and half a mango farm at Darwin River, Northern Territory ('Darwin River property') in joint tenancy with his estranged wife Wilfred. Harrison left the Anula property to his children Hugo and Harry. Harrison left his share of the Darwin River property to his mistress Margot in his written will. Assume section 10 of the *Law of Property Act* has been complied with.

The Anula property was purchased during the marriage of Harrison and Wilfred, and although the registered title notes Harrison as the sole proprietor, Wilfred contributed the deposit monies and also made regular payments to the mortgage and renovations. When Wilfred moved out of the Anula home she decided to cut her losses and leave the property with Harrison. Hugo and Harry have decided to sell the Anula property and want to use the profits to purchase the share of the Darwin River Property with their mother.

1. Who has the rights to the title of the Darwin River and Anula properties? Why? (5 marks)
2. Do both Margot and Wilfred have rights to possess the Darwin River Property? Why? (4 marks)
3. Can Wilfred recover any of the payments made towards the Anula property? (consider property law principles covered in this unit, without having regard to Family Law) (4 marks)
4. Consider the use and function of a caveat. Would you advise any of the people in the above scenario to use a caveat? If yes, specify who, when and for what purpose. (2marks)

Part B

This question is compulsory - 15 marks

Barry purchases a property, Wombatin, located in the Northern Territory from Victor. It is a large cattle station on Torrens Title land.

Mick leases 2 paddocks, approx. 1 000 acres, which is about a tenth the size of the Wombatin property. He doesn't keep the fences in good repair and lets the property become infested by noxious weeds. He has a 5 year lease and pays rent on a yearly basis.

Lucy has been granted by Victor a life estate for the rest of her life over a small cottage on the property called Parrotville by Victor. Assume that all legal requirements have been complied with to create a valid life estate for Lucy.

Barry now seeks to evict both Mick and Lucy. Both Mick and Lucy do not want to leave the property. Victor told Barry about Lucy and Mick living on the property before he sold the property to him.

1. Is Barry a *bona fide purchaser without notice*? Why? What are the implications for his indefeasibility of title? Does your answer differ for Mick and Lucy's different portions of Wombatin? State any assumptions you make in coming to your conclusions.(8 marks)
2. Has Victor committed fraud? Why? (2 marks)
3. Would your answer differ if the lease was not registered? What are the consequences for Barry and Mick? Also consider if any common law covenants have been breached in the above lease arrangement. If yes, which ones? (3 marks)
4. How can Lucy protect her interest? (2 marks)

Part C (total of 20 marks)

CHOOSE 2 OF THE QUESTIONS BELOW. EACH QUESTION IS WORTH 10 MARKS

1. Property rights can be sourced from Native Title, common law or statute in Australia. Explain the differences and give an example of a property right sourced by reference to the applicable law.
2. The use of covenants in private property can restrict the use of a particular lot of land. Explain who is burdened and bound to abide by the terms of a covenant. What advice would you give a client who wants to have a covenant removed from their title?
3. Joint Tenancy and Tenancy in Common form the basis of concurrent ownership arrangements. What is the legislative presumption in the Northern Territory for co ownership if unspecified in documentation? Given this legislative presumption differs from most other States and Territories in Australia, do you think it is the preferable co-ownership arrangement?
4. Legal and Equitable interests can exist simultaneously in property. Briefly explain the Priority rules and use a hypothetical scenario to illustrate your answer. How would the use of a caveat impact the outcome of a dispute?
5. The Rule against Perpetuities and the Rule against the Restraint on alienation are historically based in common law. How do these rules restrict a title holder's property rights and why?