**Only do this assessment if you failed or have a deferral for the SECOND coursework (Client Advice)**

**Assessment Details**

Assessment Length: 2000 (Two Thousand) Words

Note: The assessment length does **not** include footnotes, bibliography or tables of cases and statutes.

It is compulsory to use footnotes, a bibliography and tables of cases and statutes.

**Question**

Imran was the owner of a freehold property known as Soar Farm, title to which was unregistered when he purchased it in 1988. The purchase did not trigger first registration at the Land Registry as the area that Soar Farm was located in did not become a compulsory registration area until December 1990.

In 2015, Imran granted his son, Saleem, an option to purchase Ratae Cottage. Although the cottage was part of Soar Farm, it was set against the far boundary away from the main entrance and consequently shared the driveway to the main house on the farm.

The option was for a period of ten years from 2015. The option agreement was in writing and signed by both parties. The document provided that the option could be exercised by the service of a notice by Saleem to Imran at any time.

Almost immediately after the option was given, Imran and Saleem quarrelled and, without Saleem’s knowledge, in early 2016, Imran sold Ratae Cottage to his brother, Khalid. The purchase price Khalid paid for Ratae Cottage was about half its market value. Khalid was fully aware of the option granted in favour of Saleem. In late 2016, Khalid transferred Ratae Cottage back to Imran.

In 2017, Imran’s farming business got into difficulties and his other brother, Malik (who was working in Dubai), agreed to lend him a sum of money to help him out. He lent him the money on condition that he could have a share of the farm if it was sold. Malik also said that he was considering whether to move back to the United Kingdom. Pending that decision, he wanted to send his son, Rastam, to school in the United Kingdom and asked Imran if he could house Rastam. Imran agreed to let him occupy Ratae Cottage while he went to the nearby academy.

In late 2018, despite the funds from Malik’s loan, Imran’s business continued to struggle. Malik agreed to advance him more money as a loan, provided he agreed that, when Malik and his family eventually returned from Dubai, they could occupy Ratae Cottage. Malik has instructed his solicitor to draft the documents for a sale to take place. Documents have now been produced and are being discussed by Imran and Malik’s respective solicitors.

As Imran is still having financial difficulties, he has now decided to sell the farm to a neighbouring farmer, Rashid. He explains to Rashid all that has happened in relation to the land.

Rashid now seeks your advice as to whether he will be bound by any right or interest Saleem or Malik may have and, if he is, if there is any way he could avoid these.

Advise Rashid.

**Further Considerations**

You may wish to consider some of the following issues in your discussion of this scenario:

* Initial Registration
* The possible creation of easements
* The creation or otherwise of equitable interests
* The different treatment of equitable interests in registered and unregistered land
* Effectiveness/validity of land transfer