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Declaration: I acknowledge that I have used Grammarly for this assignment dated 06/11/2025. Prompts: Used decent shape instead of good shape, cannot instead of can't, do not instead of don't, it is instead of its, comma after free, accurate quote, substantial changes instead of big changes.

Task 1 **Voicemail Script**

Hello Ms Jenkins, It is Sajid Khan from Trinity Law LLP. I hope your day is going well.

I just wanted to thank you for allowing us to help you buy Arben Manor in Swansea West. I also wanted to provide you with a fast, easy overview of the costs and what will happen next. We will give you a 5% discount on our fees because we are supposed to represent you in the purchase.

The entire cost of our legal services for a property worth £739,000 is £2,160, which includes £1,800 + VAT. We pay third-party costs for you, like the £300 deposit needed for search fees (like local council, environmental, water, and drainage), the Land Registry fee, telegraphic transfer fees (£20 + VAT), ID verification fees (£20 + VAT), and indemnity Insurance.

You will also have to pay HMRC Stamp Duty Land Tax, which is around £26,950 after your first-time buyer relief. You and the seller can both change your minds until you sign the contracts. We will start your searches and liaise with the seller's solicitors once we have your signed papers and mortgage offer. It normally takes 8 to 12 weeks depending on how quickly everything moves.

Call us at (01792) 987654 or go to our contact us page to get a free, accurate quote. Thank you again for hiring Trinity Law LLP, Ms Jenkins. We are happy to assist you in acquiring your first house. Take care and goodbye for now.

Task 2 **Memo**

To: Ida Matthews, Senior Associate at Trinity Law LLP

From: Sajid Khan, Trainee solicitor at Trinity Law LLP

Date: 06/11/2025

Subject: Easements and Covenants affecting Arben Manor, Swansea West, SA51 9FT

Easements

An easement is a legal right that allows one person to use another person's land without owning it. Easements can also be created by implication when land is divided and sold, *Wheeldon v. Burrows* (1879) 12 Ch D 31. (Silverman, 2024)

The title lets you cross a private road called Rocky Road. Section 62 of the Law of Property Act 1925 says that some easements automatically pass with the land if the right is obvious and continuous at the time of conveyance.

The Drainage and Water Search Report (2025) also specifies that people have the right to connect to the public system. This right is good for the property and will stay with the title under Section 62 LPA 1925 because it is related to the land.

There are also party wall rights in the register that have to do with shared borders with the estate next door. These easements let both sides help and take care of each other.

Covenants

A covenant is a promise in a deed that tells people how they can use the land. A restrictive covenant stops the owner from doing something, like making noise or keeping animals. Animals cannot live on the property, and you cannot use it to sell alcohol. (Register of Title 2025).

A positive covenant makes the owner do something, like keeping a road in decent shape. In *Tulk v. Moxhay* (1848) 2 Ph 774, (Silverman, 2024) it was shown that restrictive covenants can bind later owners. But the burden of a positive covenant does not stay with the land (*Austerberry v Oldham Corporation* (1885) 29 Ch D 750), (Silverman, 2024)

Maintenance of Road:

Rocky Road must be kept in decent shape and painted red. The Red Rocky Road along the northeast edge is open to the public. This is a positive covenant, which means that the landowner must spend money on maintenance. Positive covenants typically do not obligate subsequent owners (*Austerberry v Oldham Corporation* 1885); however, this obligation persists due to its association with the advantage of utilising the private road. The Law of Property Act 1925, Section 62, says that the buyer must be told about any ongoing maintenance work before the sale. Additionally, it states that the register gives you various easements, rights over land next door (Poppy Field Park, Country Road, Swansea, SA51 9FT) that will immediately pass to you. The title does not list any specific fencing agreements. Owners of neighbouring properties should agree on how to keep up boundary features like fences or walls.

Minerals and Other Things of Interest

The title says that the Crown owns the minerals under the land. So, Ms. Jenkins will only own the land on the surface. The Mines Working Facilities and Support Act of 1966 says that she cannot take minerals without permission.

Conclusion

Ms. Jenkins will benefit from easements (for access, drainage, and party walls), and they will transfer automatically. As the owner, she will have to follow the rules against noise, animals, sale, and production of alcohol substances. Indemnity can be used to enforce the positive duty to keep Rocky Road in decent shape. The Crown keeps the mineral rights.

Before you buy, I suggest that you double check with the seller about any road maintenance charges.

Kind regards,

Sajid khan

Trainee Solicitor

Trinity Law LLP

Client: Ms Alyssa Jenkins

Property: Arben Manor, Country Road, Swansea West, SA51 9FT

From: Sajid Khan, Trainee Solicitor, Trinity Law LLP

Date: 06/11/2025

1. The purpose of this report

This paper talks about the legal ownership of Arben Manor and the most important things that affect the property. It tells you what rights you will have as the buyer, what limits you will have once you purchase the property, and the most important findings from the searches and documents we have looked at. It is meant to assist you decide if you want to go through with the purchase.

2. Ownership and Title

The title registry shows that Arben Manor is freehold and has an absolute title (Register of Title 2025). You will own both the property and the land it sits on completely. Mr Peter Hawkes, the seller, is listed as the current owner. Ms. Jenkins will be using a mortgage to buy the property. Before the exchange and completion, she needs to fully understand the terms of the mortgage. To avoid future disputes, the solicitor must make sure that the client gives informed and valid consent to the mortgage. The case of *Penn v. Bristol & West* (1997) EWCA Civ 1416 showed how important this principle is. Lawyers need to make sure they know who their clients are and read the title documents very carefully. The court in *Dreamvar (UK) Ltd v. Mishcon de Reya* [2018] EWCA Civ 1082 said that the buyer's lawyers were to blame for giving money to a scammer because they didn't check that the seller was real. This case shows that conveyancers must protect their clients from fraud and make sure that all ownership information is correct before the deal is done. Under the Money Laundering, Terrorist Financing, and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR 2017), solicitors must check the identity of the parties involved and make sure that no money is being laundered before the exchange and completion.

3. Rights and easements that help the property

- Section 62 of the Law of Property Act 1925 (LPA 1925) says that the register gives you various easement, rights over land next door (Poppy Field Park, Country Road, Swansea, SA51 9FT) that will immediately pass to you.

Right of Way: You can take Rocky Road, a private road that leads to the public highway.

Right to Drainage and Water: The Drainage and Water Search (2025) confirmed that this property has a lawful connection to the mains water and sewerage.

Party Wall Rights: You and your neighbour have the right to support and maintain the shared boundary.

4. Restrictions and Covenants

The 1974 Deed raises a number of issues and matters that limit the use of the property. (Register of Title 2025):

Not to make noise. Not to keep animals and sell alcohol on the property. To preserve the surface of Rocky Road red and in decent shape.

These covenants are negative since they limit what the owner can do, which means they bind the land. You will buy the land with these commitments in mind, as they were meant to help nearby plots. If you break the law, your neighbours could ask for an injunction or damages. Follow all registered covenants and let your lawyer know before making any changes to the boundaries or shared walls.

These covenants are legally binding because they are part of the registered title and change how the land can be used.

5.Mineral Rights

The register also says that the Crown keeps mineral rights, so you will not own any minerals under the ground and cannot take them out without permission (Mines Working Facilities and Support Act 1966).

6.Local Authority Search

The local search shows that Arben Manor has direct road access and is not affected by any anticipated compulsory purchase or planning enforcement (Local Authority Search 2025). There are no public paths that go through the land.

7.Drainage and Water Search

The property has access to both mains water and a public sewer. The pipes run within the property line (Drainage and Water Search 2025). You do not need a build-over agreement.

If Ms Jenkins wants to add to or build on the property, she needs to find out if there are any public sewers or drains near or under the land. It is good news that the Drainage and Water Search shows there are no public sewers within the boundaries. The Water Industry Act 1991 says that if you plan to build something within 3 meters of a public sewer in the future, you will need a build-over agreement from the water authority.

8.Environmental Search

The environmental study says that there are no contamination and no risk of flooding from the river or surface water (Environmental Protection Act 1990). This means that securing a mortgage should be easy for you. Local governments can require cleanup if land becomes contaminated under the Environmental Protection Act of 1990. Conveyancers must tell their clients about any environmental risks that come up in searches. There are no problems in this case, but the client should keep a record of the search results in case they need to check for a mortgage or sale in the future. If the property is in an area that used to have mining activity, the Coal Industry Act 1994 says that a coal mining search must be done. The search finds any signs of subsidence, underground shafts, or old coal workings that could make the property less safe or less valuable. As part of their job, the lawyer must do full pre-contract checks and tell the buyer about any ground instability before the exchange.

9.Planning and Building Regulations

The Town and Country Planning Act 1990 says that you need to get permission from the local government before making any changes to the structure or adding on. You also need to follow the Building Regulations 2010. This makes sure that safety standards are met before building starts. The local search shows that there are no planning or environmental restrictions on the property. This is in line with the Environmental Protection Act 1990's requirement that local authorities regulate environmental impact, *Circular Facilities (London) Ltd v Sevenoaks District Council* (2005).

10.Radon

The environmental data shows that the property is in an area affected by radon. This means that it is a good idea to keep an eye on the situation. There is no law against living in these kinds of places. After you move in, set up a basic radon test. Radon is a radioactive gas that comes from the ground and can get into buildings. In low amounts, they are usually safe, but in high amounts, they can be dangerous to your

health. If the levels are too high, you may need to use ventilation or a radon-sump system. Before making substantial changes or additions, these checks should be done (Environmental Protection Act 1990).

11.The state of the property and how well it uses energy:

The Level 2 Home Buyer Report (2025) says that the structure is mostly sound, but because it is old, it suggests paying attention to the roof, windows, and heating system. The Energy Performance Certificate (EPC) gives the property a G rating, however it might go up to D (EPC 2025). This implies that energy expenditures are significant, £6,310 a year. It is suggested that you upgrade your insulation and heating in the future.

12.Legal Promise and Steps

You are not legally required to buy at this point. You are only obligated once you sign the documents. We shall do the following before the exchange:

Get your mortgage offer. You should agree to the seller's contract and respond to enquiries. Check if the search results are good. Set a date for finishing.

Usually, completion happens 8 to 12 weeks after the offer is accepted. This depends on how soon the paperwork and mortgage arrangements are made (Trinity Law LLP 2025).

13.Risks and Suggestions

Covenants: Know that there are rules against noisy noxious, and offensive trade business.

You should save money to pay for the regular costs of keeping Rocky Road in decent shape and in line with the covenant that says it must be painted red. Your neighbours could take you to court or make you do this if you do not do it.

Keep all environmental and title documents safe.

Insurance: Get building insurance to protect your interests and make sure you follow all planning and building rules before you start any work.

Energy Efficiency: Make plans for future upgrades that will lower your bills and raise your EPC rating.

If you go ahead with the purchase:

You possess Arben Manor completely freehold.

Legal access, drainage, and support rights. You will have to follow rules that limit noise, livestock, and alcohol sales, as well as keep Rocky Road in decent shape.

The crown owns minerals that are below the surface.

The searches do not show anything that would stop the sale, and the property looks like a sound investment for you as a first-time buyer.

Kind regards,

Sajid khan

Trainee Solicitor

Trinity Law LLP

Reference List:

Silverman, F. (ed.) (2024) The Law Society's Conveyancing Handbook. 28th edn. London: The Law Society.
Wheeldon v Burrows (1879) 12 Ch D 31.
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Environmental Protection Act 1990.
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Mines Working Facilities and Support Act 1966.
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The Water Industry Act 1991.
Money Laundering Regulations 2017 (MLR 2017).
Register of Title Arben Manor (2025).
Drainage and Water Search SA51 9FT (2025).
Local Authority Search SA51 9FT (2025).

