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Guidance Note

**The following guidance is provided to assist people in dispute with their neighbours about the location of the boundary between their properties, and should be read with the Boundary Disputes Protocol.**

Paper Title – The First Conveyance

1. Ownership of most properties is registered at the Land Registry. It can therefore be tempting, when a boundary dispute arises, to start by looking at the title plan produced by the Land Registry. That is not the correct approach. In the vast majority of cases, property is registered with “general boundaries” only. In these cases, the Land Registry title plan tells you nothing about the precise location of the boundary.
2. However, it is always worth checking the register itself if a boundary dispute arises. In a very few cases, a “determined boundary” (or some other detail about the boundary, eg a previous boundary agreement) is noted at the Land Registry, either against your title, or your neighbour’s.
3. But, in most cases, the title and title plan will be of no help in resolving the boundary dispute. In order to find out where the boundary between the properties lies, it is necessary to go back to the conveyance which separated ownership of your land and your neighbour’s land for the first time. It is important to note that that might not be the oldest conveyance in the unregistered root of your own title. It might have been a conveyance of your neighbour’s land and/or it might have been much longer ago. **The start point, and in many cases the end point, for determining the location of the boundary is the interpretation of this First Conveyance, in light of the words used and the physical features present on the ground at the time.** In some circumstances, subsequent conduct/conveyances can also be relevant.

Boundary Agreement

1. Any subsequent deed containing an agreement by the owners at the time as to the location of the boundary will be determinative.
2. So too will any subsequent oral discussion about the location of the boundary if this occurred in the context of a dispute about where the true boundary ran (as opposed to an agreed variation of the prior boundary line, which would only be binding if in writing and registered).

Adverse Possession

1. The paper title boundary line might also have been superseded by adverse possession since the First Conveyance. Two different types of adverse possession must be considered.
2. An “old-style” adverse possession claim arises if, for a period of 12 years expiring prior to October 2003, land which falls outside a person’s paper title is in their (and/or their predecessor’s) adverse possession. Possession means an appropriate degree of control based on the nature of the land, and an intention to keep out all others, so far as the processes of the law allow, which is manifested to the world at large. A person is in adverse possession if they have no right or permission to be in possession, but ceases to be in adverse possession if they make a written and signed acknowledgment of the owner’s title.
3. A “new-style” claim will be appropriate if there has been a period of 10 years’ possession of land outside a person’s paper title during a period commencing after October 1991. Possession has the same meaning as before. But, in relation to these “new style claims”, an additional hurdle exists: the person claiming adverse possession must also show that until very shortly before a claim is made, they reasonably believed that the land in question belonged to them. They must also show that there has been no determined boundary and the land was registered more than a year before.
4. There are complications if either property was let (whether on a long or short lease) during the period of possession. In this scenario, legal advice should be sought.

These documents comprise part of a group of protocols which are provided free of charge to the property industry. For more, and for most recent developments, please see the full list of documents at[www.propertyprotocols.co.uk](http://www.propertyprotocols.co.uk).