Candidates are required to answer TWO out of three questions.
Question 1

Terence rented a warehouse from Lorna. The lease had a 10-year term which, besides stating the ish, did not make any provision for the arrangements at the end of the lease. Two months before the ish, Terence wrote to Lorna in the following terms:

“Dear Lorna,

We are nearly at the end of the lease. I would be willing to extend it for another 5 years if you were willing to reduce the rent by 5% and to cap liability for dilapidations at £25,000.

Best wishes,

Terence”

Lorna replied within a couple of days, saying that she could only reduce the rent by 3%. Terence did not reply to Lorna, but he started to remove his stock from the warehouse and put it in another unit which was owned by Marsha. Terence and Marsha had spoken on the phone and agreed that Terence could use her warehouse for 9 months, for a monthly rent of £5,000.

The ish in the lease from Lorna has arrived. Marsha has been in touch with Terence to tell him that she has changed her mind and that since nothing was in writing, he needs to remove his stock from her warehouse as soon as possible. Terence is worried that he has nowhere to store his stock.

Advise Terence.

Question 2

Donna runs a second-hand car sales business on an industrial estate in Inverness. The neighbouring plot had been vacant for 30 years. For the past 25 years, Donna has made use of the neighbouring plot in the following ways:

1) Parking a number of her cars on the neighbouring plot;
2) Accessing the neighbouring plot to undertake maintenance of the wall of her garage-building which is built right up to the boundary with the neighbouring plot.

For the past five years, Donna has locked gates of the neighbouring plot with a padlock to secure her cars.

The owner of the neighbouring property, Stuart, has recently returned to Inverness. Stuart has removed the padlock, leaving the gates unlocked. He has also contacted Donna, telling her to remove those cars and indicating that he intends to build on the plot. His plans show that the building will be so close to Donna’s garage that she will not be able to gain access to maintain her wall.

Advise Donna.
Question 3

Anna has recently acquired a top-floor flat in Partick in Glasgow. Her title and those of her neighbours provide that liability for roof repairs is to be borne equally by the eight flats in the block. There is no mention of variation of maintenance obligations in the titles or of any rules of process to determine when such repairs are necessary.

Two of her neighbours recently called a meeting of all of the owners in the block. At the meeting, the owners of the six flats which were not on the top floor voted to vary the burdens so that liability for roof repairs was to be borne solely by Anna and the other top-floor proprietor, Bob. Anna voted against this, and Bob voted in favour.

Three weeks later, there was a storm which resulted in a large number of slates being dislodged from the roof. Anna ordered their replacement without consulting her neighbours. The bill for the work was £5,000.

Will she be able to recover some of this cost from a) Bob and b) the other neighbours?

END OF QUESTION PAPER