

# International Land Systems (ILS), Inc

Setting the Standard for Land Information Management

## Legal & Technical Land Administration Terms

A Technical Glossary by

International Land Systems (ILS), Inc

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## Glossary of Legal & Technical Terms Used in Land Administration

Term	Definition
<b>Abandonment</b>	1. Surrender of a legal right, especially a right of ownership of property. 2. Relinquishment of a claim or part of a claim in a civil action or appeal.
<b>Abatement notice</b>	A notice served on the owner or occupier of a property from which a private nuisance arises warning him of the intention to enter on the land in order to abate the nuisance.
<b>Ab initio</b>	From the beginning
<b>Abstract of title</b>	In establishing a person's ownership of an interest in land, a summary of the evidence which has been extracted from the title deeds and other relevant documents as required by a purchaser or mortgagee.
<b>Abutment</b>	A point at which one building provides lateral support to another
<b>Abuttals</b>	The boundaries of a plot bordering and physically touching an adjacent property
<b>Acceptance</b>	The written or oral agreement to the terms of an offer which creates, or may lead to the creation of, a legally binding contract, usually subject to the satisfaction of other requirements
<b>Accretion</b>	A natural increase in an area of land caused either by the gradual accumulation of silt or other deposits from a river or the sea or by dereliction, i.e. the retreat of the sea exposing new land.
<b>Act of God</b>	An event due to some natural cause, e.g. flood or earthquake, so severe as to be incapable of reasonable anticipation or safeguard
<b>Adjudication</b>	A judicial ruling or formal decision by a court, tribunal or some other body as to the rights, restrictions and interests affecting a property object
<b>Adverse possession</b>	Occupation of land inconsistent with the rights of the true owner and without his/her permission. After such an unlawful - but undisturbed - occupation for a period normally set down in legislation, the legal owner loses his right to recover possession.
<b>Aerial survey</b>	A survey of an area made by taking sequential photographs from an aircraft; plans are then drawn from the photographs
<b>Affidavit</b>	A statement in writing which is made under oath
<b>Agency</b>	The relationship between a principal and an agent, usually a property owner and a real estate broker
<b>Agent</b>	One who acts or has the power to act for another. A fiduciary relationship is created under the law of agency when a property owner, as the principal, executes a listing agreement or management contract authorizing a licensed real estate broker to be his or her agent.
<b>Agreement for lease (or sale)</b>	A contract to enter into a lease (or sale). To be enforceable either this must be evidenced in writing and signed by the person against whom action is taken for breach of the alleged contract or there must be a sufficient act of part performance
<b>Alienation clause</b>	clause controlling a lessee's right to assign and/or sublet

<b>Alterations</b>	In property terms this normally means physical changes to a building or structure which may or may not amount to improvements
<b>Ameliorating waste (meliorating waste)</b>	Such "voluntary" waste as improves the demised premises i.e. an unlawful improvement to a property
<b>Anchor Tenant</b>	One or more department or variety chain stores, or supermarkets, introduced into a shopping centre in key positions to attract the shopping public into the centre for the purpose of encouraging other retailers to lease shops en route. The larger the development the more anchors required. (Although semantically wrong, this term is used interchangeably with magnet stores; strictly speaking, it should be remembered that a magnet store can both attract and hold shoppers, whereas an anchor tenant can only hold them, once they have been attracted)
<b>Appraisal</b>	1) Another term for valuation; more commonly used in the USA 2) An evaluation which extends to matters beyond a "valuation" as such, for instance consideration of taxation, funding and other subjective factors of particular market segments.
<b>Appreciation</b>	An increase in the worth or value of a property due to economic or related causes, which may prove to be either temporary or permanent; opposite of depreciation
<b>Arbitration</b>	A method of resolving a disagreement between two parties by presenting their different views to an independent arbitrator. The award is binding on the parties but an arbitrator's decision can be challenged in a court of law in certain circumstances.
<b>Arm's Length</b>	Description of a transaction between individuals or bodies who are not associated in any material way.
<b>Arrears</b>	1) Money unpaid after the due date. Thus a debt is in "arrears" if unpaid after the due date. 2) Rent is said to be paid in arrears where the lease provides for the rent for a particular period to be paid at the end of that period (in modern leases is usually payable in advance, i.e. it is due at the beginning of the period).
<b>Articles of Association</b>	A document setting out the rights and duties of the directors and members of a company in relation to its internal organization
<b>Assent</b>	A document transferring property from personal representatives to a beneficiary under a will or on intestacy
<b>Assignment</b>	The transfer of a property interest, especially a lease from one part to another.
<b>Auction</b>	A sale (usually in public) in which property is sold to the highest bidder, provided the amount offered exceeds any reserve, i.e. the lowest acceptable price, fixed by the vendor. Occasionally, but not often, properties may be offered without a reserve price, in which event the highest bid will be accepted however low it may be.
<b>Backland</b>	Land having no frontage to a highway and, frequently, inadequate access for the purpose of development.
<b>Bare licensee</b>	A person whose entry or presence on a property has the permission of the occupier, so that he is not a trespasser. Such permission or license can be revoked at any time and is non-assignable.

<b>Benchmark</b>	A permanent reference mark or point established for use by surveyors in measuring differences in elevation.
<b>Bona fide purchaser</b>	A person who, in good faith, is willing and able to purchase for valuable consideration.
<b>Bona vacantia</b>	Goods and land without any apparent owner. In such circumstances land is passed to the Crown under the medieval custom known as escheat.
<b>Boundary</b>	The line which separates property in one ownership from its neighbour(s); it is therefore the limit in all directions to which the ownership extends.
<b>Breach of contract</b>	An act, or omission, contrary to one or more of the provisions in a contract and therefore giving the aggrieved party a right to enforce specific performance, to rescind the contract and/or to claim damages, the remedy available depending upon the nature of the breach.
<b>Building code</b>	An ordinance that specifies minimum standards of construction for building to protect public safety and health.
<b>Building permit</b>	Written Governmental permission for the construction, alteration or demolition of an improvement, showing compliance with building codes and zoning ordinances.
<b>Cadastral map</b>	A map showing the boundaries of property ownership for the recording of title and for taxation purposes.
<b>Cadastral survey</b>	A survey carried out to record the boundaries of a property on a plan.
<b>Capital gain</b>	Profit earned from the sale of an asset.
<b>Capitalization</b>	A mathematical process for estimating the value of a property using a proper rate of return on the investment and the annual net income expected to be produced by the property. The formula is expressed: $\frac{\text{Income}}{\text{Rate}} = \text{Value}$
<b>Cash flow</b>	The actual or estimated movement of money by way of income and outgoings during the life of a project.
<b>Caveat emptor</b>	Let the buyer beware. An old legal maxim stating that the buyer takes the risk regarding quality or condition of the item purchased, unless there is misrepresentation or he is protected by warranty or statute.
<b>Certificate of title</b>	A statement of opinion on the status of the title to a parcel of real property based on an examination of specified public records.
<b>Chain of title</b>	The succession of conveyances, from some accepted starting point, whereby the present holder of real property derives title.
<b>Chattel</b>	A property other than a freehold interest in lands.
<b>Collateral (security)</b>	Traditionally used to mean some security in addition to the personal obligation of the borrower but commonly used to refer to a security provided in addition to the principal one.
<b>Common law</b>	That body of law based on custom, usage and court decisions.
<b>Compulsory purchase</b>	The acquisition, in accordance with statutory procedures and practice, on interests in land

	by a public or private body empowered so to do by an Act and authorized so to do by the appropriate Minister confirming a compulsory purchase order with or without amendment. Such a purchase entitles the purchaser to deprive the, usually unwilling, owner of his property on payment of such compensation as is provided for by statute.
<b>Consideration</b>	The price offered by the purchase in a contract to acquire an interest in land.
<b>Contract</b>	A legally binding agreement. A contract for the disposal of an interest in land is unenforceable in the absence of a sufficient memorandum in writing or a sufficient act of part performance by one or other of the parties.
<b>Conveyance</b>	1) The transfer of a legal interest in land from one person to another. 2) A document transferring a legal interest in land.
<b>Co-ownership</b>	An arrangement whereby two or more persons are entitled to the shared ownership of land, either by joint tenancy or by tenancy in common
<b>Covenant</b>	1) Strictly, an obligation undertaken by a party and effected by deed, e.g. in a lease, obligations of the landlord or tenant.  2) A subjective assessment of the character and quality of a tenant in terms of being able and willing to comply with the terms and conditions of the lease. In valuations the quality of the covenant will normally influence the yield adopted. A tenant of sound standing is often referred to as "good covenant".
<b>Crown land</b>	A general term, not used in statute, for any land in which an interest belongs to the monarch in right of the Crown or belongs to a Government Department or is held in trust for the monarch but occupied for the purposes of a Government Department.
<b>Curtilage</b>	The ground which is used for comfortable enjoyment of a house or other building, such being "regarded in law as being within the curtilage of that house or building and thereby is an integral part of the same although it has not been marked off or enclosed in any way". It is enough that it serves the purpose of the house or building in some necessary or reasonably useful way.
<b>Deed</b>	A document, being written evidence of a legal transaction, which has been signed, sealed and delivered to testify to the agreement of the parties concerned.
<b>Deed of gift</b>	A deed conveying a property (or properties) from the donor to the donee with no consideration passing.
<b>Default</b>	The failure to do something required by law, e.g. a "judgment in default" in favor of one party, where the other fails to comply with the required legal procedure. For instance, one party may default by not attending a court hearing or not serving a particular notice or counter notice.
<b>Demise</b>	1) Strictly speaking, this is synonymous with a lease and means the grant of a right to the exclusive possession of property for a term of less than that held by the grantor.  2) Colloquially, used to signify the premises demised, i.e. the area of property the subject-matter of a lease (demised premises).

<b>Density Depreciation</b>	<p>1) Decrease in the value of real property caused by obsolescence, deterioration in its condition, or other factors.</p> <p>2) One or more deductions made for accounting (or taxation) purposes to allow for the actual or assumed reduction in the capital value (cost) of an asset over an assumed or prescribed period.</p>
<b>Devise</b>	A gift; to give or bequeath real property by will.
<b>Distress (distrain)</b>	The act of seizure of chattels without legal process to enforce satisfaction of a demand, performance of an obligation or redress of an injury; most commonly used today as a means of recovering arrears of rent.
<b>Dominant tenement</b>	A parcel of land which benefits from an easement or some other incorporeal right such as a restrictive covenant.
<b>Dower</b>	The legal right or interest, recognized in some states, that a wife acquired in the property the husband held or acquired during their marriage. During the husband's lifetime the right is only a possibility of an interest; upon his death it can become an interest in land.
<b>Easement</b>	A right to use the land of another for a specific purpose, such as for a right-of-way or utilities; an incorporeal interest in land.
<b>Encroachment</b>	Unauthorized extension of the boundaries of a piece of land over adjoining land which belongs to another.
<b>Entailed interest</b>	An equitable interest in land where ownership is restricted to the life of a person and the lives of the "heirs of his body" either generally or of a specific category e.g. limited to male offspring.
<b>Escheat</b>	The revision of property to the state or country, as provided by state law, in case where a decedent dies intestate without heirs capable of inheriting, or when the property is abandoned.
<b>Escrow</b>	A deed that is signed sealed and conditionally delivered but does not become operative until the condition has been fulfilled. In the meantime it is usually held by a third party.
<b>Estoppel</b>	A legal rule based on the principle that it is unjust for a person to break a promise or to act in a way inconsistent with a previous declaration (expressed or implied) if another party is led to believe that he may act, and does indeed act, on the strength of that promise or statement.
<b>Fee Simple</b>	The highest form of freehold land tenure under English law, in which "Fee" signifies heritability of the tenancy and "simple" that there is no qualification as to the heirs who may succeed to it. In legal theory a tenancy in fee simple is held from the Crown.
<b>Fee Simple Absolute in Possession</b>	The only form of freehold ownership which can exist as a legal estate "Fee" and "simple" are both explained under "fee simple"; "absolute" means that it will last forever, i.e. it is not determinable, except that the land will revert to the Crown as bona vacantia if the owner dies intestate and without heir"; "in possession" indicated either physical possession or the right to take rents and profits, e.g. the rent payable by a tenant under a lease.
<b>Fee Tail</b>	The term for land granted as an entailed interest whereby succession to heirs is limited,

	e.g. to the heir of the grantee's body or to the heirs male of the grantee.
<b>Fixed rent</b>	A rent which cannot be changed during the entire period of a lease or, at the date when the lease is being valued, will be unaltered for such a length of time that no change in capital value would be attributed to the prospect of a different rent during the remainder of the lease.
<b>Fixtures</b>	Chattels which are so affixed or "annexed" to land or a building as to become in fact part thereof, thereby losing their character as chattel and passing with the ownership of the land. Whether or not a chattel has become a fixture depends on both the degree and object of annexation. For example, if the article cannot be removed without serious damage to itself or to the land or building to which it is attached, prima facie it will be a fixture; however, if the purpose of affixation is to enjoy the article (e.g. fixing a valuable tapestry to a wall) rather than to benefit the use of the land or building, it may not have become a fixture. Those fixtures which are commonly regarded as easily removable are often described as "fittings"; hence the expression "fixtures and fittings".
<b>Freehold</b>	In general parlance this is used as shorthand for the tenure of an estate in fee simple absolute in possession. Strictly speaking, however, freehold includes fee simple, entailed interests (formally "fee tail") and tenancies for life.
<b>Gazumping</b>	A situation in which a vendor, having agreed to sell property at a certain price subject to contract, breaks his word and either seeks a higher price from the purchaser on the grounds of having received a higher offer from another or accepts a higher offer from another.
<b>Ground lease</b>	A lease of land only, on which the tenant usually owns a building or is required to build as specified in the lease. Such leases are usually long-term net leases; the tenant's rights and obligations continue until the lease expires or is terminated through default.
<b>Habendum</b>	The clause in a deed, e.g. of a conveyance or a lease, which follows the granting clause and defines the nature and duration of the estate of the grantee.
<b>Incorporeal</b>	An intangible right.
<b>Implied covenants</b>	A covenant assumed in law to be in a lease even though not expressly included, e.g. that the tenant of the building maintains it in a tenant-like and proper manner.
<b>Interim rent</b>	A temporary rent payable from the date of expiry of the current tenancy up to the commencement of a new lease or cessation of possession.
<b>Intestate</b>	<ol style="list-style-type: none"> <li>1) Not having made a valid will.</li> <li>2) Not disposed of by will.</li> <li>3) A person who dies without making a will</li> </ol>
<b>Joint tenancy</b>	<p>A form of joint ownership having four requisites (known as the "four unities") namely:</p> <ol style="list-style-type: none"> <li>a) possession, each tenant being entitled to the whole land;</li> <li>b) interest, each having the same estate or interest;</li> <li>c) title, each holding under the same instrument and</li> <li>d) time, each holding for the same duration of the estate or interest.</li> </ol> <p>On the death of a tenant his share passes to the surviving tenants until eventually all the</p>

	shares are vested in the sole surviving tenant. Joint tenants take equal shares of the rents and profits of the land.
<b>Leasehold</b>	An estate in land held for a "term certain" or on a periodic tenancy.
<b>Lessee</b>	The grantee of a lease.
<b>License</b>	The lawful grant of a right to do something which would otherwise be illegal or wrongful. It may be gratuitous, contractual or coupled with an interest in land. The grantor of a license is the licensor and the grantee is the licensee. A gratuitous ("mere" or "bare") license can always be revoked (i.e. canceled), but revocability of a contractual license depends on the terms of the contract. A license coupled with an interest in land may be irrevocable and, unlike the other two categories, may be binding on successors in title of the licensor. One example of a license is permission, usually required in writing, given specifically by an owner to a tenant, enabling something to be done which otherwise would be in breach of a term of the lease. A license does not of itself transfer any interest in the land but may authorize the licensee to enter the licensor's land for some specific purpose, e.g. market trading. It differs from a tenancy in that the licensee does not have paramount control of the land and may only enter thereupon for the purpose of the license; the licensor may enter the land and use it in any way not consistent with the rights of the licensee. However, a landlord may authorize by license some act or omission by a tenant which would otherwise be a breach of the terms of the lease.
<b>Lien</b>	In common law a right to hold the property of another as security for the performance of an obligation, usually the payment of a debt, e.g. a vendor's lien under a contract of sale is a right to retain the property until payment of the purchase price. A common law lien lapses as soon as possession is given up. An equitable lien is a right to enforce a claim for the performance of an obligation with, until the obligation is discharged, the security of a property, but not possession thereof. It is therefore analogous to a charge. It includes the right, authorized by the court, to recover the amount of a debt from the proceeds of a sale of the security.
<b>Life interest</b>	An interest in property for the remaining life of the owner or for the life of another.
<b>Local authority</b>	An elected corporate body which is responsible for the administration of specific public services to the community in a defined area.
<b>Location plan</b>	A plan which, for clarity of interpretation, is of a large scale (e.g. 1:1,250 or 1:2,500) to show the position of a specific property in relation to its surroundings.
<b>Made land</b>	Land reclaimed by enclosing an area of water and then draining and/or pumping out from the enclosure. As a result the land may become physically suitable, for agricultural, horticulture, building or other development.
<b>Made-up land</b>	Land, initially unsuitable for building, which has been contoured or leveled by tipping non-toxic and otherwise environmentally acceptable waste materials and covering them with soil to a satisfactory depth. Such land may become suitable for building after the lapse of a period sufficient for the particular waste to become consolidated.
<b>Map Misrepresentation</b>	A graphic representation of the earth's surface or some part thereof. A false or misleading statement of fact, made by or on behalf of one contracting party to another, which although not forming part of the contract, induces the other party to enter into the contract. If the misleading statement is made by an agent acting within his

	<p>express or implied authority, legal liability attaches to the principal alone and not to the agent. The remedies available for misrepresentation are rescission of the affected contract and/or damages for loss suffered. The extent to which the court allows either or both of these remedies will depend upon whether the offending statement was made:</p> <ol style="list-style-type: none"> <li>a) fraudulently, i.e. with knowledge that it was untrue;</li> <li>b) negligently, i.e. honestly but without reasonable grounds for believing it, or;</li> <li>c) innocently, i.e. honestly and reasonably.</li> </ol>
<b>Negligence</b>	<ol style="list-style-type: none"> <li>1) A breach of contract or a tort committed either carelessly or inadvertently, rather than deliberately.</li> <li>2) An independent tort comprising a breach of a legal duty of care, owed to an individual or class of persons, e.g. the common law duty to exercise due care owed by persons using a highway to others on that highway.</li> </ol>
<b>Notice to quit</b>	A certain and reasonable notice required by law, custom, special agreement or statute, enabling either the landlord or the tenant or the assignees or representatives of either of them, without the consent of the other, to determine a tenancy from year to year or other periodic tenancy.
<b>Nuisance</b>	A use of property which interferes with the lawful rights of and enjoyment by the occupier(s) of other property or members of the public, e.g. by excessive noise, odors, fumes or other harmful or unpleasant emissions.
<b>Offer</b>	A presentation or proposal, the acceptance of which may, in certain circumstances, create a contract. To be legally binding, when accepted, an offer must be definite as to the consideration. In addition, to be enforceable the contract must be evidenced in writing. If made "subject to contract", it does not normally bind the parties involved.
<b>Part performance</b>	Where a contract would otherwise only be enforceable if adequately evidenced in writing, a legal doctrine enabling one party to the contract to require its enforcement, despite the absence of written evidences, on the grounds that something has been done which is tantamount to establishing that there must have been a contract: otherwise no such thing would have been done. For example, where someone claiming to be a purchaser enters and carried out alterations to a property with the knowledge and acquiescence of the owner, the court might hold this to be a sufficient act of part performance of an oral contract of sale.
<b>Peppercorn rent</b>	A token rent payable as consideration to a landlord, being either of a nominal amount of money.
<b>Permissive waste</b>	Waste resulting from a tenant's failure to maintain the demised premises and allowing them to deteriorate by act of omission.
<b>Plan</b>	<ol style="list-style-type: none"> <li>1) A drawing to scale of the layout and construction of a part of a building, whether existing or proposed, in horizontal section e.g. of a particular floor or set of rooms, and showing details such as windows, doors and permanent partitions.</li> <li>2) A drawing of a relatively small area of land, usually drawn to a large scale and including details of boundaries, buildings, structures, service and other man-made features of a relatively permanent nature in addition to physical features.</li> </ol>

	3) A set of proposals for the performance of a task or undertaking in a controlled manner or in a series of predefined steps according to certain principles or rules. In the case of the future development of an area, it would probably embrace maps and written statements.
<b>Planning blight</b>	The adverse effect upon the value of property of proposals by some public authority, the implementation of which is likely to involve compulsory purchase and/or disturbance. In certain circumstances the public authority can be compelled to acquire, in advance of its requirements, a property so affected.
<b>Planning gain</b>	A benefit to the public - either generally or in a particular locality-usually in connection with the grant of a planning permission. The term is usually applied when a developer offers, agrees, or is obligated to incur some expenditure, surrender some right or grant some concession which could not be embodied in a valid planning condition.
<b>Portfolio</b>	A collection of property or other investments held in one ownership.
<b>Positive covenant</b>	A covenant imposing on the covenantor a positive obligation to undertake some act, e.g. a covenant by a lease to erect a building on the demised land.
<b>Possession</b>	Control over landed property either by occupation and use or, in the case of a landlord, the right to receive the rents, if any, and to exercise the rights and duties in connection with the lease.
<b>Possessory title</b>	A claim to ownership of land based on evidence which is inconclusive or non-existent and which, within a prescribed period, is challengeable by one who has a stronger claim.
<b>Private treaty</b>	The most common method of disposal of real property, in which negotiations are carried out between the vendor and prospective purchasers (or their respective agents) privately and in comparative secrecy, normally without any limit on the time within which they must be completed before contracts are exchanged.
<b>Professional negligence</b>	A term often applied to the failure to meet the higher standard of care owed by "professional" advisers or other skilled persons to their clients or third parties by virtue of the special skill and experience which they hold themselves out to possess. Such is not strictly a special branch of the law of negligence but demonstrates that the standard of care - and thus the question whether there has been negligence - will depend upon the circumstances of the particular case, including the knowledge, skill and experience of the person concerned.
<b>Profit a' prendre</b>	A right to take some produce for one's own benefit from the land of another, e.g. rights to shoot game, graze cattle or extract minerals. Such a right may exist in gross or appurtenant to neighboring land.
<b>Property</b>	That which is capable of being owned, it is classified as personality and realty.
<b>Property management</b>	The range of functions concerned with looking after buildings, including collection of rents, payment of outgoings, maintenance including repair, provision of services, insurance and supervision of staff employed for services, together with negotiations with tenants or prospective tenants. The extent of and responsibility for management between landlord and tenant depend on the terms of the lease(s). The landlord may delegate some or all of these functions to managing agents.

<b>Qualified covenant</b>	A restriction contained in a legal document which limits the rights of a person having an interest in the land but, by its wording, envisages the possibility of removing the limitation on terms agreed between the parties, e.g. a covenant by a lessee not to assign or sublet without the landlord's written consent. In certain cases, such as the one quoted, statute law strengthens the applicant's position by importing such words as "such consent not to be unreasonably withheld."
<b>Quiet enjoyment</b>	The express or implied right of a tenant to be given possession of the entire property and his entitlement to recover damages if there is substantial physical interference by acts of the lessor or someone claiming under the lessor.
<b>Quit rent</b>	A rent payable by the freeholder of a manor to the lord, by which he was released ("quit") from having to perform such services as ploughing the lord's demesne land or attending him in time of war.
<b>Real property (Realty)</b>	Freehold land, but not leaseholds; the latter are classified as personal property.
<b>Reversionary right</b>	The return of the rights of possession and quiet enjoyment to the lessor at the expiration of a lease.
<b>Right of entry</b>	The right of an authorized person or authority to enter land (including buildings). This may be: a) by expressed or implied agreement, e.g. the right of a landlord to enter the premises leased by him to check the state of repair; b) under statutory powers, e.g. the right of a local authority to inspect under the Housing or Public Health Acts; or c) to take possession under an approved compulsory purchase order, following a notice of entry.
<b>Right of support</b>	An easement attached to a property which extends the natural right of support so that the owner of adjoining property cannot do anything which impairs the stability of a specific building.
<b>Riparian rights</b>	Rights held by a person owning a property abutting a non-tidal watercourse. The rights may relate to the water itself; the bed of the watercourse or both and may extend to such matters as taking water for traditional domestic and agricultural purposes, for navigation or fishing.
<b>Root of title</b>	In conveyance of unregistered land, a document which forms a solid basis to establish the title to the land. It must go back at least 15 years, sufficiently for identification, showing a disposition of the whole interest contracted to be sold and containing nothing throwing any doubt on the title.
<b>Severance</b>	1) The physical separation of land into two or more parcels, e.g. resulting from the exercise of compulsory purchase powers by an authorized authority on part of the land.  2) The right to compensation which may result from such separation, e.g. where a motorway is constructed, through farmland, thereby making the running of the farm more costly.
<b>Servient tenement</b>	Land on which an easement exists in favor of an adjacent property (called a dominant estate); also called a servient estate.

<b>Site plan</b>	A drawing of an area of land, on a horizontal plane, showing the boundaries and physical extent of the land included in a particular parcel. It may also show existing buildings or the proposed layout of a development.
<b>Subdivision</b>	A tract of land divided by the owner, known as the sub divider, into blocks, building lots, and streets according to regulations.
<b>Squatter</b>	A person in occupation of land without having any interest in land or license from the owner to be in possession thereof.
<b>Starter homes</b>	Residential accommodation designed and built to suit the needs of first-time buyers. The design may permit the purchaser to enlarge or generally improve the facilities as additional financial resources become available.
<b>Sublease (underlease)</b>	A lease held from a lessor who has a superior lease of or including the demised premises.
<b>Subtenancy</b>	A tenancy held from a landlord who has a superior tenancy of or including the demised premises. The term is synonymous with sublease where the demise is under seal but also includes an oral or a written agreement (not under seal) including the demised premises. The term is synonymous with sublease where the demise is under seal but also includes an oral or written agreement (not under seal).
<b>Surrender clause</b>	A clause in a lease whereby the tenant is obligated to surrender or offer to surrender the lease to the landlord in stated circumstances, e.g. before seeking consent to assign.
<b>Survey</b>	A process of investigation into some subject involving measurement and/or assessment, e.g. building survey; land survey; land use survey; pedestrian survey.
<b>Survivorship</b>	On the death of a joint tenant, the right of the surviving joint tenant(s) to continued joint ownership of the interest in land concerned until there is only one survivor, who then becomes the sole owner.
<b>Tenancy</b>	<p>1) Strictly speaking, the interest of a person holding property by any right or title.</p> <p>2) More usually, an arrangement, whether by formal lease or formal agreement, whereby the owner (the landlord) allows another (the tenant) to take exclusive possession of land in consideration for rent, with or without a premium, either:</p> <ul style="list-style-type: none"> <li>a) For an agreed period or</li> <li>b) On a periodic basis until formally terminated.</li> </ul>
<b>Tenancy at will</b>	A tenancy for no fixed term which continues so long as the landlord and tenant are willing that it should do so; it is an equitable interest and is created either by agreement or by implication of law
<b>Tenancy by estoppel</b>	A purported tenancy granted by someone who has no (or no adequate) estate or interest in the land. As between the grantor "landlord" and grantee "tenant" such a "tenancy" is binding and is converted into a true tenancy if the grantor subsequently acquires the requisite title to the land.
<b>Tenancy for life (or lives)</b>	A periodic tenancy which continues by yearly intervals until terminated by notice to quit.
<b>Tenancy in common</b>	A form of co-ownership by which each owner holds an undivided interest in real property

	as if he or she were sole owner. Each individual owner has the right to partition. Unlike joint tenants, tenants in common have the right of inheritance.
<b>Tenancy in sufferance</b>	In cases where there is no statutory protection, a tenancy created by implication of law when the tenant has remained in possession on expiry of his term and the landlord has not challenged the tenant's continued possession.
<b>Tenancy pur (or per) ature vie</b>	A tenancy which subsists for as long as the life of a person other than the tenant.
<b>Tenant</b>	A person (or body of persons) holding a tenancy
<b>Tenant in fee tail</b>	The owner of an entailed interest.
<b>Tenure</b>	The basis upon which property is held e.g. freehold or leasehold.
<b>Term</b>	1) The duration of a lease. The term commences from the date specified in the lease, which is not necessarily the date when the document is executed or registered.  2) In a lease or other contract, one of the provisions expressing the agreement between the parties.
<b>Termination</b>	The end of a lease, license or franchise. Thus a lease commencing December 25, 1900 for a term of 99 years terminates on December 24, 1999.
<b>Terms of years</b>	An interest in land subsisting for, or by reference to, a stated period, including both fixed-term leases and periodic tenancies.
<b>Term of years absolute</b>	The formal name for a leasehold estate in land (other than one terminable on the death of any person), which must be created by deed if for a term of three years or more.
<b>Time sharing</b>	A form of ownership interest that may include an estate interest in property and which allows use of the property for a fixed or variable time period.
<b>Title deeds</b>	Legal documents providing ownership of land and the terms on which it is owned.
<b>Traversing</b>	A method of land surveying by measuring angles with a theodolite, from each station to other stations, measuring the distance between stations and plotting the results.
<b>Trespass</b>	The tort of unlawful and direct interference with another person or his possession of goods or land. In relation to property, it signifies the entry upon another's land without license from the owner or without statutory or other authority.
<b>Ultra vires</b>	Literally "beyond the powers". It applies where a company, public authority or other body acts in a manner exceeding the powers granted to it by the relevant memorandum of association or other document. The term also applies where a court or tribunal exceeds its jurisdiction.
<b>User clause (user covenant)</b>	A contractual provision, especially one in a lease, specifying the use or uses to which the property in question may be put and/or the use or uses which are prohibited.
<b>Vacant possession</b>	The attribute of an empty property which can legally be exclusively occupied and used by the owner or, on sale or letting, by the new owner or tenant.
<b>Vendor</b>	A seller, especially one who sells land.
<b>Vest</b>	To bestow upon another a legal right, or the legal ownership of an estate or interest in

	land
<b>Vested interest</b>	A present right to an immediate or future interest in land (as opposed to one contingent on some future event). The interest vested may be either "in possession" or "in interest".
<b>Voidable contract</b>	A contract which, although prima facie valid when made, can subsequently be set aside on the grounds of misrepresentation, non-disclosure, and undue influence or, in some instances, of mistake.
<b>Void contract</b>	An alleged contract which has no legal effect <b>ab initio</b> e.g. a contract to commit a crime, one contrary to public policy or one resulting from certain instances of mistake.
<b>Waiver</b>	The actual or deemed abandonment of, or failure to assert, a legal right.
<b>Waste</b>	The doctrine of unlawful change, usually involving deterioration, in the physical condition of a property resulting from the positive act or neglect of the party responsible. It applies especially to a life tenant under a settlement, but also to a tenant under a lease.
<b>Wayleave</b>	Strictly a determinable right of way to convey minerals extracted from land over another's land or to lay cables, pipes or conduits over, on or under another's land especially one granted to a statutory undertaker.





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