

The First 100 Years of the Law of Property Act 1925: A Celebration

Thursday 1st May 2025

The View at The Royal College of Surgeons, Lincoln's Inn Fields, London

Wilberforce
CHAMBERS

3.5 CPD



Timetable

12.15pm	Registration and lunch	3.15pm	Can you EVER get your deposit back? Section 49(2): deposits, forfeiture and relief Joanne Wicks KC and Benjamin Faulkner <ul style="list-style-type: none">• When and how does s. 49(2) operate?• Deposits of more than 10%: are they an issue?• Can I get my money back if s. 49(2) doesn't apply?
1pm	Opening remarks from Jonathan Davey KC	3.40pm	The King of word-saving provisions: section 62 Sir Paul Morgan, Zoë Barton KC and Harriet Holmes <ul style="list-style-type: none">• An exploration of the language• Is diversity of occupation a requirement?• Must the enjoyment of a benefit be permissive to be caught?
1.05pm	A big bang? Origins of the 1925 Act Simon Atkinson and Daniel Petrides <ul style="list-style-type: none">• Why was the Act needed?• What were its aims?• The Act's parliamentary process• Why the Act's history still matters	4.10pm	Break
1.30pm	Time stipulations: what does section 41 really do (if anything)? John McGhee KC and Jonathan Chew <ul style="list-style-type: none">• Does the law/equity distinction matter?• When is time really of the essence?	4.35pm	Restrictive covenants and the public interest: Pacta sunt servanda or build, build, build? Martin Hutchings KC and James McCreath <ul style="list-style-type: none">• Why was the public interest limb introduced into s. 84(1)?• Has the Upper Tribunal's traditional interpretation of it been true to that original intention?• Is that interpretation now out of date?
1.55pm	So you think you know about section 146? Julian Greenhill KC and Ernest Leung <ul style="list-style-type: none">• Can you forfeit before the period stated in your notice expires if the tenant is not taking steps to remedy the breach?• Can you waive a covenant or only the breach? Can waiver take place during the currency of a notice?• Continuing and once and for all breaches. Remediable and irremediable breaches. How has one section generated so much case law and do you still need to know it?• How and when do intermediate leases work for the purposes of relief? Has relief gone soft?	5pm	Section 104: The Damnified, Deception and Damages Jonathan Davey KC, Alice Hawker and Francesca Mitchell <ul style="list-style-type: none">• Who are the "damnified"?• When will equity intervene?• How are damages quantified?
2.25pm	Break	5.25pm	Sections you have never thought about Daniel Scott, Lemuel Lucan-Wilson and Benedict Evans
2.50pm	The formalities in section 53 and how to avoid them Tiffany Scott KC and Samuel Cathro <ul style="list-style-type: none">• The policy behind requiring formalities in land transactions – certainty vs fairness• The interaction between requirements for formality and equitable considerations• Recent developments regarding formalities and in the field of constructive trusts (including proprietary estoppel)• The <i>Pallant v Morgan</i> equity – a different species of constructive trust?• Vendor purchaser constructive trusts: <i>Frenkel v LA Micro Group</i> [2024] UKSC 42	5.50pm	Closing remarks from Jonathan Davey KC
		5.55pm	Drinks Reception
		9pm	Carriages

£75 + VAT for conference ticket

For further information, please email
seminars@wilberforce.co.uk

