

The word 'boundary' has no special meaning in law. Given this unsatisfactory state of affairs it is not surprising that a number of phrases have been employed, such as "legal boundary" and "physical boundary", in an attempt to convey greater clarity of meaning when discussing a boundary. Unfortunately, none of these phrases has a universally accepted definition. In an effort to rectify this situation the following list of explanations is offered for each of the terms in common use.

## Boundary

The word boundary has no special meaning in law. Thus we must accept a standard dictionary definition, such as:

**boundary**, n. Limit-line [*The Concise Oxford Dictionary, 3rd edition, 1934, Oxford University Press, London*]

**boundary**, n. line dividing a country, estate, sphere of action or thought &c., from another, sea or river or hedge or the like doing this [*The Pocket Oxford Dictionary, 4th edition revised 1946, Oxford University Press, London*]

**boundary**, n a limit; a border; termination, final limit [*The Chambers Dictionary, 3rd edition, 1998, Chambers Harrap Publishers Ltd, Edinburgh*]

## Common Boundary

The common boundary between your land and the land belonging to one of your neighbours is simply that section of your own boundary which also serves as a section of the boundary of your neighbour's land. There is no special meaning in law attaching to the term common boundary.

## Paper Title Boundary

The paper title boundary is the boundary that was described in the parcels clause and/or upon the associated plan of the conveyance or the transfer deed by which the parcels of land located on either side of the boundary were first divided from each other. Such a deed is referred to as the **originating deed**.

## Legal Boundary

The simplest explanation of the legal boundary is that it is the boundary described in the legally enforceable deed by which the parcels of land located on either side of the boundary were first divided from each other. This explanation is essentially the same as the explanation for 'paper title boundary'.

This explanation is unsatisfactory, however, as the location of the boundary is capable of being modified by such influences as a boundary agreement, adverse possession or estoppel. Thus the legally recognised boundary may have been moved to a location away from the paper title boundary.

For the purposes of land registration, according to the Land Registry Practice Guide 40 – Land Registry plans

*The legal boundary – is the line, which is not visible on the ground, that divides one person's land from another's. It is an exact line having no thickness. It is rarely identified with any precision either on the ground or in the deeds.*

Practice Guide 40 explains further:

*The legal boundary may be intended to follow the physical boundary but this is not always the case. For example, the legal boundary may run somewhere within a feature or, along one particular side or, beyond its near or far side, or include all or any part of an adjoining roadway or stream.*

*The precise position of the legal boundary is often unclear because of:*

- *the difficulty in defining the boundary as mentioned in the preceding paragraph*
- *the deeds are often silent on this issue*
- *the legal presumptions which may apply to determine ownership.*

Land Registry, whilst explaining the difficulties in attempting to record the exact position of the legal boundary, avoids giving a definition for the term 'legal boundary'.

## Fixed Boundary

According to Land Registry's Practice Guide 40, "Land Registry plans", dated Oct 2005:

### 3.4 Fixed boundaries

*This procedure was used to fix the precise position of a boundary. It was superseded by the determined boundaries provisions referred to above. Fixing a boundary was a very expensive process and only a handful of titles have ever had boundaries fixed under this procedure. A boundary fixed before the commencement of the LRA 2002 does not offer any special protection against adverse possession.*

According to the Land Registration Rules 1925

### 276. Fixed boundaries

*If it is desired to indicate on the filed plan [...], or otherwise to define in the register, the precise position of the boundaries of the land or any parts thereof, notice shall be given to the owners and occupiers of the adjoining lands, in each instance, of the intention to ascertain and fix the boundary, with such plan, or tracing, or extract from the proposed verbal description of the land as may be necessary, to show clearly the fixed boundary proposed to be registered; and any question of doubt or dispute arising therefrom shall be dealt with as provided by these rules.*

*Words in square brackets revoked by Land Registration (No 2) Rules 1999, r2(1); Sched. 1(9).*

## 277. Note as to fixed boundaries in register

*When the position and description of the boundaries of the land have been thus ascertained and determined, the necessary particulars shall be added to the filed plan [...], and a note shall be made in the Property Register to the effect that the boundaries have been fixed. The plan [...] shall then be deemed to define accurately the fixed boundaries.*

*Words in square brackets revoked by Land Registration (No 2) Rules 1999, r2(1); Sched. 1(9).*

## Agreed Boundary

An agreed boundary is a boundary whose position has been agreed by the owners of the land to either side of their common boundary in an agreement whose purpose is to clarify the ambiguous description of the boundary as it was written or as it was mapped in the original conveyance or transfer deed.

## Determined Boundary

The term determined boundary arises out of Section 60 of the Land Registration Act 2002, which neither uses nor defines the term itself.

Section 60 of LRA 2002 is quoted on the Statute Law for Boundaries page of the [Boundary-Problems] web site. Section 60 (3) says:

*Rules may make provision enabling or requiring the exact line of the boundary of a registered estate to be determined.*

Boundaries, and especially determined boundaries, are dealt with under Rules 117 to 123 of The Land Registration Rules 2003, and Rule 119 is amended by Schedule 1 to the The Land Registration (Amendment) Rules 2008.

The Boundary-Problems web site offers its own determined boundary definition on the Agreed and Determined Boundaries page.

- a paper title boundary that is poorly described in the title deeds,
- whose exact position
- has been ascertained with the help of ...
- a professionally qualified land surveyor ...
- who has accurately mapped and painstakingly described it, and
- which description is accepted by the adjoining landowners on either side of the boundary,

- so that Land Registry may note on the register for each title that the exact line of the relevant portion of the boundary has been determined.

It is important to note that a determination of the exact line of a boundary does not redefine either the legal boundary, the paper title boundary or the general boundary, which are all unaffected: the determined boundary merely describes more precisely the position of the boundary.

If, as a result of determining the exact line of the boundary, the physical features by which the adjoining landowners have hitherto recognised the boundary are found to be in a position other than on the determined boundary then it may be necessary to relocate the physical boundary to bring it into sympathy with the Determined Boundary.

## Physical Boundary

A physical boundary is usually a physical feature that acts as a barrier between two parcels of land in separate ownership, and such a physical barrier may or may not be located along the legal boundary. Examples of such physical barriers include fences, walls, banks, ditches, hedges, the bank of a river, etc.

Sometimes a physical feature that is incapable of providing an effective barrier is put in place on or near a boundary as a marker and may thus be referred to as a physical boundary.

It should never be assumed that a physical boundary actually stands in the same position as the legal boundary that it purports to represent. There are many reasons why a physical boundary might be emplaced at a remove from the legal boundary, and the most obvious example is a hedge grown close to but not upon the legal boundary of a parcel of residential land.

## General Boundary

A general boundary might be defined as a boundary whose position has not been ascertained to the nearest inch (see the last paragraph on page 585 of the article "Great Oaks from Little Acorns ..." at <http://www.boundary-problems.co.uk/boundary-problems/oslr100.html> ).

The definition given at Section 60 of the Land Registration Act 2002 is no more enlightening:

*(2) A general boundary does not determine the exact line of the boundary.*

The contents of this guide may be found at: <http://www.boundary-problems.co.uk/boundary-problems/genl-bdy.html#bdy-defns>