

Alterations/Corrigenda

Page	col.	Existing entry	Revised entry
xix		^(NZ) terms that are used wholly or predominately in Irish land law	^(Ir) terms that are used wholly or predominately in Irish land law
1	1st	<i>ab intestatio</i> ^(Lat) 'From an intestate'. See intestacy .	<i>ab intestato</i> ^(Lat) 'From an intestate'. See intestacy
78	2nd	In the context of a lease, an assignment may refer to the transfer of the term, as held by the lessee, or the reversion, as held by the landlord. Usually it refers to the latter.	In the context of a lease, an assignment may refer to the transfer of the term, as held by the lessee, or the reversion, as held by the landlord. Usually it refers to the former .
467	2nd	floor area ratio (FAR); floor area index ^(US) For example, a site may be acquired for \$400 per FAR, i.e. a site with consent for the construction of 100,000 sq. ft. would cost \$4 million.	floor area ratio (FAR); floor area index ^(US) For example, a site may be acquired for \$40 per FAR, i.e. a site with consent for the construction of 100,000 sq. ft. would cost \$4 million.
721	2nd	An equitable mortgage can be created as (i) an 'informal mortgage', as when the parties enter into an agreement, monies are advanced, but the legal mortgage is not formalised, for example, by deed; or (ii) by a deposit of title deeds (or even an intention to deposit the deeds), accompanied by an agreement (express or implied) as to the loan terms (<i>Russel v Russel</i> (1783) 1 Bro CC 269, 28 Eng Rep 1121; Law of Property Act 1925, s. 13).; (iii) or as an equitable charge .	An equitable mortgage can be created (i) as an 'informal mortgage', as when the parties enter into an agreement, monies are advanced, but the legal mortgage is not formalised, for example, by deed; or (ii) as an equitable charge . Prior to 1989, an equitable mortgage could be created by a deposit of title deeds (or even an intention to deposit the deeds), accompanied by an agreement (express or implied) as to the loan terms (<i>Russel v Russel</i> (1783) 1 Bro CC 269, 28 Eng Rep 1121; Law of Property Act 1925, s. 13). However, since 1989, a contract for the mortgage or charge of any interest in land must be made in writing and signed by both parties incorporating all the terms of the agreement (Law of Property (Miscellaneous Provisions) Act 1989, s. 2 <i>United Bank of Kuwait Plc v Sahib</i> [1997] Ch 107 (CA).

Additions

Page	Col.	Term	Add
27	2 nd	adjudication	J. Redmond. <i>Adjudication in Construction Contracts</i> . (2001).
115	1 st	blighted area	“[An] area, usually in a city, that is in transition from a state of relative civic health to the state of being a slum , a breeding ground for crime, disease, and unhealthful living conditions” The Meaning of Blight: A Survey of Statutory and Case Law, 35 Real Prop. Prob. & TR. J, 392-3 (2000).
128	2 nd	brownfield site	A.L Koselar and J.M. Kovilaritch. Buying and Selling Brownfield Properties: A Practical Guide for Successful Transactions, 27 N. Ky. L. Rev. 467 (2000).
213	2 nd	compulsory purchase compensation (<i>Lambe v Secretary of State for War</i> [1955] 2 QB 612 (CA)).	(<i>Lambe v Secretary of State for War</i> [1955] 2 QB 612 (CA); <i>Mountview Estates Ltd v London Borough of Enfield</i> (1968) 20 P & CR 729, 733). In the case of a merger of two parcels of land, as where a ransom strip that restricts access to the public highway is owned by the acquiring authority, some account should be made of the enhanced value of the acquired land to the acquiring authority (<i>Stokes v Cambridge</i> (1961) 13 P & CR 77; <i>J. A. Pye (Oxford) Ltd v Kingswood Borough Council</i> [2000] RVR 40 (CA)).
215	2 nd	concession 1. Something given or yielded to achieve an objective. A reduction in a price made to induce someone to enter into a contract. A sum of money or other consideration granted to a special buyer or a wholesaler. See also cash back ^(US) , grant , rent concession .	concession 1. Something given or yielded to achieve an objective. See also surrender , yield . 2. A reduction in a price made to induce someone to enter into a contract. A sum of money or other consideration granted to a special buyer or a wholesaler. In particular, an unusual payment or special terms granted to a buyer (a ‘buyer’s concession’) to induce him to pay a higher amount for property than might otherwise be the case (in appraising the property such an inducement must be excluded). See also abatement , cash back ^(US) , grant , rebate , rent concession .

283	2 nd	<p>damages <i>Banque Bruxelles SA v Eagle Star</i> [1997] AC 191, 221 (HL)).</p>	<p><i>Banque Bruxelles SA v Eagle Star</i> [1997] AC 191, 221 (HL)). In the case of a negligent survey, the damage is more commonly based on the diminution in the value of the subject property as a result of the negligent advice and not by the cost of repairing the work that was overlooked (<i>Patel v Hooper & Jackson</i> [1999] 1 WLR 1792, [1999] 1 All ER 992 (CA)).</p>
284	1 st	<p>However, in English law since 1989 (Law of Property (Miscellaneous Provisions) Act 1989, s. 3)</p>	<p>However, in English law since 1989 (Law of Property (Miscellaneous Provisions) Act 1989, s. 3) the rule in <i>Bain v Fothergill</i> has been abolished, so that the measure of damages is based on the loss of the bargain. If the property is worth more than the purchase price (as when there is a potential for development), the buyer may be able to recover the difference (<i>Cottrill v Steyning and Littlehampton Building Society</i> [1966] 2 All ER 265). If the property is worth less, he can recover any deposit paid (with interest) and seek damages for the costs expenditure incurred prior to the contract (<i>Lloyd v Stanbury</i> [1971] 2 All ER 267, 275). The rule in <i>Bain v Fothergill</i> has also been much criticised in several Commonwealth jurisdictions and a number of exceptions to this rule now exist (viz. e.g. <i>Sunbird Plaza Pty Ltd v Malony</i> (1988) 166 CLR 245, 77 ALR 205 (Aus); <i>A.V.G. Management Science Ltd. v Barnwell Developments Ltd.</i> (1978) 92 DLR (3d) 289 (SC Can)). In all cases there is a duty to mitigate the loss, i.e. the claimant must take all reasonable steps to reduce or avoid the loss.</p> <p>In the case of breach of a restrictive covenant, although the normal remedy would be an injunction, if work has already been carried out the damages would generally be based on the loss in value of the benefited land measured by the difference between the value of the land with the benefit of the restriction and that property without the protection (<i>Amerman v. Deane</i>, 87 Sickels 355, 30 N.E. 741 (NY 1892); <i>Welitoff v. Kohl</i>, 105 NJ Eq 181, 147 A 390, 66 ALR 1317). The English courts have adopted the approach that the damages should take account of the profit reaped by carrying out the ‘restricted’ development,; or the balance between the benefit accruing to the party making the breach and the cost or detriment suffered by the party retaining the land benefited by the covenant (<i>Amec Developments Ltd v Jury’s Hotel Management (UK) Ltd</i> [2001] 07 EG 163, (2001) P & CR 22).</p>

407	1 st	estoppel <i>Spruce Falls Power & Paper Co v OPEIU Local 166</i> (1988) 1 LAC (4th) 418, 433 (Ont. Can)).	<i>Spruce Falls Power & Paper Co v OPEIU Local 166</i> (1988) 1 LAC (4th) 418, 433 (Ont. Can)). A similar form of estoppel may be referred to as estoppel ‘by convention’, where the convention for dealing between two parties clearly indicates that one party will allow a reasonable period of time to elapse before relying on his rights (<i>Republic Of India v India Steamship Co Ltd (No 2)</i> [1998] AC 878). E. Cooke, Elizabeth (ed.). <i>Modern Studies in Property Law</i> . (2001), Ch. 5 “Estoppel and Reliance”.
425	1 st	expertise ^(F)	B. de Polignac et J.-P. Monceau. <i>Expertise Immobilière: Guide Pratique</i> (2d ed. 2001).
332	1 st	distress (Law Commission, Landlord and Tenant: Distress for Rent (Law Com. No. 194, 4 February 1991, para. 3.1).	(Law Commission, Landlord and Tenant: Distress for Rent (Law Com. No. 194, 4 February 1991, para. 3.1). In addition, the levying of distress may be considered a contravention of the Human Rights Act 1998, especially if carried prior to an application for a court order or if there is a dispute as to the rent owed (viz: Deborah Rook. <i>Property Law & Human Rights</i> (2001) pp. 180-191).
377	1 st		environmental assessment See environmental impact assessment ^(BrE) , environmental impact report ^(US) .
377	2 nd	environmental impact report (EIR) ^(US) ... Also called an ‘environmental impact statement’, especially when filed by a federal agency that proposes “to take a leading role in activity affecting the environment.” National Environmental Policy Act of 1969, § 102 (42 USCA § 4332, Note 121; <i>State of Alaska v. Andrus</i> , 591 F.2d 537, 540 (9th Cir. Alaska 1979)).	environmental impact report (EIR) ^(US) ... Also called an ‘environmental impact statement’, especially when filed by a federal agency that proposes “to take a leading role in activity affecting the environment.” National Environmental Policy Act of 1969, § 102 (42 USCA § 4332, Note 121; <i>State of Alaska v. Andrus</i> , 591 F.2d 537, 540 (9th Cir. Alaska 1979)). The term ‘environmental assessment’ may be used to refer to a “rough-cut, low budget” environmental impact statement, which is designed to show if a full-fledged environmental impact statement is necessary (<i>Hoosier Environmental Council, Inc. v. U.S. Army Corps of Engineers</i> , 105 F Supp.2d 953, 959 (SD Ind 2000)).

422	1 st	<p>existing use value (EUV)^(BrE)</p> <p>The value of a property on the basis that it will continue in its current use, without taking into account any potential alternative use (including any future development or redevelopment of the land on which the property is situated).</p>	<p>The value of a property on the basis that it will continue in its current use, without taking into account any potential alternative use (including any future development or redevelopment of the land on which the property is situated), although any potential to expand the existing property may be brought into account.</p> <p>“The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction, after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion, assuming that the buyer is granted vacant possession of all parts of the property required by the business and disregarding potential alternative uses and any other characteristics of the property that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost” The Royal Institution of Chartered Surveyors, <i>Appraisal & Valuation Standards</i>, 5th ed., UKPS 1.3. EUV is used only to estimate the value of a property that is owner-occupied by a business, or other entity, for inclusion in a Financial Statement. A detailed Commentary on this definition, and on the definition of ‘market value’, is set out in the <i>Appraisal & Valuation Standards</i>. This value is based essentially on the price the business would have to pay in the open market to replace the property. Where there is a significant difference between the existing use value and the market value the valuer should provide an opinion on both bases and explain the reasons in the valuation report. cf. depreciated replacement cost. See also current use value.</p>
423	2 nd		
450	1 st	feudal system	<p>In Scotland, the entire feudal system of land tenure has been abolished, along with all feuduties and similar perpetual periodic payments (Abolition of Feudal Tenures etc. (Scotland) Act 2000).</p>

467	2 nd	<p>floor are ratio (FAR); floor area index^(US)</p> <p>Thus, a lot area of 20,000 sq. ft. with an FAR of 5:1 would permit the construction of up to 100,000 sq. ft.</p>	<p>Thus, a lot area of 20,000 sq. ft. with an FAR of 5:1 would permit the construction of up to 100,000 sq. ft. FAR is a means of controlling the volume of building on a particular lot, although it is usually one of several controls on the use and development of that lot. In some jurisdictions, some of the gross floor area may be excluded, and therefore, not counted as floor area for zoning purposes. In particular, areas below ground level that are used only for storage and utilities and some mechanical areas above ground may be excluded. On the other hand, all covered areas (such as porches) are generally included. FAR is also used as a measure of the cost of a development lot. For example, a site may be acquired for \$40 per FAR, i.e. a site with consent for the construction of 100,000 sq. ft. would cost \$4 million. This may also be referred to a the price per buildable area'. In Hong Kong, called the 'accommodation value'.</p> <p>Sometimes called a 'floor area index', 'floor lot ratio' or in Australia, the 'floor space ratio'.</p>
-----	-----------------	--	--

515	2 nd	gross external area ^(BrE)	<p>“The area of a building measured externally at each floor level. Including [1] Perimeter wall thicknesses and external projections; [2] Areas occupied by internal walls and partitions; [3] Columns, piers, chimney-breasts, stairwells, lift-wells, and the like; [4] Atria with clear height above, measured at base level only; [5] Internal balconies; [6] structural, raked or stepped floors are to be treated as a level floor measured horizontally; [7] Horizontal floors, whether accessible or not, below structural, raked or stepped floors; [8] Mezzanine areas intended for use with permanent access; [9] lift rooms, plant rooms, fuel stores, tank rooms which are housed in a structure of a permanent nature whether or not above main roof level; [10] Outbuildings which share at least one wall with the main building; [11] Loading bays; [12] Areas with a headroom of less than 1.5m; [13] Pavement vaults; [14] Garages; [15] Conservatories; [and] Excluding [16] External open-sided balconies, covered ways and fire escapes; [17] Canopies; [18] Open vehicle parking areas, roof terraces and the like; [19] Voids over or under structural, raked or stepped floors; [20] Greenhouses, garden stores, fuel stores, and the like in residential property”</p> <p>The Royal Institution of Chartered Surveyor, <i>Code of Measuring Practice: A Guide for Surveyors and Valuers</i> (5th ed. 2002). Certain areas such as [4], [9] to [15] and [17] to [20] may be better stated separately (Note: this definition is accompanied in the <i>Code</i> by diagrams and detailed notes for amplification.) A measurement used particularly in town planning, e.g. for assessing site coverage (including plot ratio); for council tax banding of houses and bungalows in England and Wales (when areas with a headroom of less than 1.5m are excluded); for rating of warehouses and industrial buildings in Scotland; and for building cost estimating of residential property for insurance purposes. See also gross internal area^(BrE), gross building area^(US).</p>
-----	-----------------	--------------------------------------	--

516	1 st	gross internal area ^(BrE)	<p>“The area of a building measured to the internal face of the perimeter walls at each floor level. Including [1] Areas occupied by internal walls, and partitions; [2] Columns, piers, chimney-breasts, stairwells, lift-wells, other internal projections, vertical ducts and the like; [3] Atria with clear height above, measured at base level only; [4] Internal open-sided balconies and the like; [5] Structural, raked or stepped floors are to be treated as a level floor measured horizontally; [6] Horizontal floors, with permanent access, low structural, raked or stepped floors; [7] Corridors of a permanent essential nature (e.g. fire corridors, smoke lobbies, etc.); [8] Mezzanine areas intended for use with permanent access; [9] Lift rooms, plant rooms, fuel stores, tank rooms, which are housed in a structure of a permanent nature, whether or not above main-roof level; [10] Service accommodation such as toilets, toilet lobbies, bathrooms, showers, changing rooms, cleaners’ cupboards and the like; [11] Projection rooms; [12] Voids over stairwells and lift shafts, on upper floors (state separately); [13] Loading bays; [14] Areas with a headroom of less than 1.5m; [15] Pavement vaults; [16] Garages; [17] Conservatories. Excluding [18] Perimeter wall thicknesses and external projections; [19] External open-sided balconies, covered ways and fire escapes; [20] Canopies; [21] Voids over or under structural, raked or stepped floors; [22] Greenhouses, garden stores, fuel stores, and the like in residential property” The Royal Institution of Chartered Surveyors, <i>Code of Measuring Practice: A Guide for Surveyors and Valuers</i> (5th ed. 2002). Certain areas such as [3], [4], [5], [7], [9], [12], [13] and [20] may be better stated separately (Note: this definition is accompanied in the <i>Code</i> by diagrams and detailed notes for amplification). A measurement used particularly in building cost estimation; estate agency and valuation of industrial buildings (including ancillary offices), warehouses, retail warehouses, department stores, variety stores and food superstores; service charge apportionment of occupier’s liability; for new homes development appraisal purposes (excluding garages and conservatories); and in England and Wales, for rating assessment of industrial buildings (including ancillary offices), warehouses, retail warehouses, department stores, variety stores and food superstores and for many specialist classes of property that are valued by reference to building cost (i.e. on the ‘contractor’s use basis’). See also rentable area^(US).</p>
-----	-----------------	--------------------------------------	--

593-4	1 st 2 nd	<p>inverse condemnation</p> <p>'Inverse condemnation' may be instigated when the actions of a public authority amount to a 'taking' of property, as with the taking of physical possession; an interference with the reasonable enjoyment of a property; or a deprivation of its beneficial use.</p> <p>A landowner may require a government body to pay damages for the loss in the value of his land when he has been deprived of any reasonable use of the land as a result of government regulation, ordinance or code. For example, when the effects of the government action "are so complete as to deprive the owner of all or most of his interest in the subject matter." United States v. General Motors Corp., 323 US 373, 65 S Ct 357, 89 L Ed 311, 318, 156 ALR 390 (1945) (Osman v. Mt. Staples T & T Co., 32 Colo App 230, 511 P.2d 517, 519 (1973); Lucas v. South Carolina Coastal Council, 112 S Ct 2886, 2899-2902, 120 L Ed.2d 798 (1992); Keller v. Mayor & City of Cumberland, 940 F Supp 879, 888 (D Md 1996))</p> <p>Inverse condemnation does not occur merely because a public agency is exercising its <i>reasonable</i> power to control and regulate the use of land—its police power (Pennsylvania Coal Co. v. Mahon, 260 US 393, 416, 43 S Ct 158, 67 L Ed 322, 28 ALR 1321 (1922)). Nor is there inverse condemnation if the authority is seeking to control an activity that amounts to a public nuisance; it is "the right of society ... to be exempt from the proximity of dangerous and noxious trades" and "the duty of the owner of real estate, in the midst of many habitations, to abstain from ... using it [in a manner] dangerous to the lives, health, or comfort of the inhabitants of such dwellings." Commonwealth v. Alger, 7 Cush 53 (Mass 1851) (Lucas v. South Carolina Coastal Council, <i>supra</i> (1992)).</p>	<p>'Inverse condemnation' may be instigated when the actions of a public authority amount to a contravention of the Fifth Amendment which provides that property shall not be "taken for public use, without just compensation". Apart from direct appropriation, compensation may be payable where: (1) a regulation, code or ordinance completely deprives an owner of "all or most of his interest in the subject matter." United States v. General Motors Corp., 323 US 373, 65 S Ct 357, 89 L Ed 311, 318, 156 ALR 390 (1945) (Osman v. Mt. Staples T & T Co., 32 Colo App 230, 511 P.2d 517, 519 (1973); Lucas v. South Carolina Coastal Council, 112 S Ct 2886, 2899-2902, 120 L Ed.2d 798 (1992); Keller v. Mayor & City of Cumberland, 940 F Supp 879, 888 (D Md 1996)); (2) a regulation does not completely deprive an owner of all beneficial use, but there is a sufficient economic impact so as to amount to a 'taking' (Penn Central Transp. Co. v. City of New York, 438 US 104, 124, 98 S Ct 2646, 136, 57 L Ed.2d 631, 657 (1978)); (3) there is insufficient nexus in both nature and extent between the regulation and the loss of economic benefit, or a significant lack of proportionality between the extent of the restriction and the impact on the property (Dolan v. City of Tigard, 512 US 374, 114 S Ct 2309, 129 L Ed.2d 304, 323 (1994)) (Lingle, Governor of Hawaii v. Chevron U.S.A. Inc., 363 F.3d 846 (2005)). Inverse condemnation does not occur merely because a public agency is exercising its <i>reasonable</i> power to control and regulate the use of land—its police power (Pennsylvania Coal Co. v. Mahon, 260 US 393, 416, 43 S Ct 158, 67 L Ed 322, 28 ALR 1321 (1922)). Nor is there inverse condemnation if the authority is seeking to control an activity that amounts to a public nuisance; it is "the right of society ... to be exempt from the proximity of dangerous and noxious trades" and "the duty of the owner of real estate, in the midst of many habitations, to abstain from ... using it [in a manner] dangerous to the lives, health, or comfort of the inhabitants of such dwellings." Commonwealth v. Alger, 7 Cush 53 (Mass 1851) (Lucas v. South Carolina Coastal Council, <i>supra</i> (1992)). Nor is there a 'taking' that would warrant compensation</p>
-------	--	---	---

		<p>when there is a “moratorium” on development or the “interference with property rights arises from some public program adjusting the benefit and burdens of public life to promote the public good, Penn Central Transp. Co. v. City of New York, 438 US 104, 124, 98 S Ct 2646, 136, 57 L Ed.2d 631, 657 (1978)” Tahoe-Sierra P. Council v. Tahoe RPA, 535 US 302, 122 S Ct 1465, 152 L Ed.2d 517, 547 (2002), 122 S Ct 1465, 152 L Ed.2d 517, 547 (2002). The question to be determined in whether the regulation “goes too far”, or so far as to effectively deprive the owner of the use of his property (Pennsylvania Coal Co. v. Mahon, <i>supra</i> at 415). Thus, compensation may be payable in the event of a temporary prohibition on development, as when the restriction denies the owner “all use of his property” for a considerable period of time (First English Evangelical Lutheran Church of Glendale v. County of Los Angeles, 482 US 304, 107 S Ct 2378, 96 L Ed 250 (1987); 210 Cal App.3d 1353, 258 Cal Rptr 893 (1989)).</p> <p>Instances in which compensation may be payable for inverse condemnation include: ...</p>	<p>when there is a “moratorium” on development or the “interference with property rights arises from some public program adjusting the benefit and burdens of public life to promote the public good, Penn Central Transp. Co. v. City of New York, 438 US 104, 124, 98 S Ct 2646, 136, 57 L Ed.2d 631, 657 (1978)” Tahoe-Sierra P. Council v. Tahoe RPA, 535 US 302, 122 S Ct 1465, 152 L Ed.2d 517, 547 (2002), 122 S Ct 1465, 152 L Ed.2d 517, 547 (2002). The question to be determined in whether the regulation “goes too far”, or so far as to effectively deprive the owner of the use of his property (Pennsylvania Coal Co. v. Mahon, <i>supra</i> at 415). Thus, compensation may be payable in the event of a temporary prohibition on development, as when the restriction denies the owner “all use of his property” for a considerable period of time (First English Evangelical Lutheran Church of Glendale v. County of Los Angeles, 482 US 304, 107 S Ct 2378, 96 L Ed 250 (1987); 210 Cal App.3d 1353, 258 Cal Rptr 893 (1989)).</p> <p>Instances in which compensation may be payable for inverse condemnation include: ...</p>
715	2 nd	<p>mobile home</p>	<p>An equitable mortgage can be created as (i) an ‘informal mortgage’, as when the parties enter into an agreement, monies are advanced, but the legal mortgage is not formalised, for example, by deed; or (ii) an equitable charge. Prior to 1989, an equitable mortgage could be created by a deposit of title deeds (or even an intention to deposit the deeds), accompanied by an agreement (express or implied) as to the loan terms (<i>Russel v Russel</i> (1783) 1 Bro CC 269, 28 Eng Rep 1121; Law of Property Act 1925, s. 13). However, since 1989, a contract for the mortgage or charge of any interest in land must be made in writing and signed by both parties incorporating all the terms of the agreement (Law of Property (Miscellaneous Provisions) Act 1989, s. 2; <i>United Bank of Kuwait Plc v Sahib</i> [1997] Ch 107 (CA).</p>

732	1 st	multiple listing	Anno: 45 ALR3d 190: Realtors—Multiple Listing Agreements.
763	2 nd	nuisance	Anno 88 ALR5th 619: Tower or Antenna as Constituting Nuisance. Anno 90 ALR5th 619: Domestic Animals as Nuisance.
799	2 nd	<i>pactum est servandum; pacta sunt servanda</i> ^(Lat) 'An agreement is to be kept'. See also gentleman's agreement.	<i>pactum est servandum; pacta sunt servanda</i> ^(Lat) 'An agreement is to be kept'; 'agreements [and stipulations of a contract] are to be observed'. A maxim that embodies the principle that a promisor to a contract should expect performance. See also gentleman's agreement.
1018	2 nd	right of first refusal	A. Radevskyy and W. Clark. <i>Tenant's Right of First Refusal</i> (2001).
1035	2 nd	sale and leaseback ... when a mortgage loan is unlikely to exceed 70-80% of the market value of the property. Also called a 'purchase and leaseback', although the later term looks at the transaction from the purchaser's viewpoint.	... when a mortgage loan is unlikely to exceed 70-80% of the market value of the property. It is also used where a company seeks to raise finance on a portfolio of its operational properties. Sometimes called a 'purchase and leaseback', although the later term looks at the transaction from the purchaser's viewpoint. Also called 'net lease financing' as the lease back generally takes the form of a net lease .

1081	1 st	sole selling rights ^(BrE)	<p>sole selling rights^(BrE)</p> <p>An arrangement by which an estate agent is given sole responsibility for negotiating the sale of a property and the principal agrees to pay a commission to the agent even if a sale is made to a purchaser who is introduced by another party, or to a purchaser who is found by the principal. If an unconditional contract is executed with a purchaser during the period of the appointment (or, as a rule, after the expiration of the agreement, with a purchaser introduced by the agent during that period) the principal is liable to pay a fee, and any agreed expenses, to the estate agent (Estate Agents (Provision of Information) Regulations 1991; <i>Dowling Kerr Ltd v Scott</i> [1996] EGCS 177; <i>Christie Owen & Davies plc v King</i> (1998) SCLR 786 (Scot)). Such an agreement depends on the terms of the appointment and not necessarily because the agreement uses the words ‘sole selling rights’ (or any similar phrase). Under the provisions of the Estate Agents (Provision of Information) Regulations 1991, which were made under section 18 of the Estate Agents Act 1979, any agent entering into such an agreement is required to explain in writing the significance of the terms used, using the form of explanation contained in the regulations. cf. sole agency. See exclusive right to sell^(AmE).</p>
1097	2 nd	Statutes of Limitation	12 ALR4th 866 <i>Statute of Limitation—Defects in Houses</i> .

1137	1st	<p>taken for public use^(US)</p> <p>A term derived from the Fifth Amendment to the Constitution, which states that no private property shall be “taken for public use, without just compensation”. In this context, the word ‘taken’ has been held to mean the deprivation of the rights of a former owner, rather than the accretion of a right or interest to the sovereign. ‘Taking’ may be the actual removal of the right to property, or a significant removal, destruction or limitation of the right to use private property. “Government action short of acquisition of title or occupancy has been held, if its effects are so complete as to deprive the owner of all or most of his interest in the subject matter, to amount to a taking.” <i>United States v. General Motors Corp.</i>, 323 US 373, 65 S Ct 357, 89 L Ed 311, 318, 156 ALR 390 (1945). A permanent physical occupation of private property, that is authorized by a government or municipal authority, may also constitute a taking for which just compensation is payable (<i>Loretto v. Teleprompter Manhattan CATV Corp.</i>, 458 US 419, 102 S Ct 3164, 73 L Ed.2d 868 (1982)).</p>	<p>taken for public use^(US)</p> <p>A term derived from the Fifth Amendment to the Constitution, which states that no private property shall be “taken for public use, without just compensation”. A provision made applicable to the States through the Fourteenth Amendment (<i>Chicago, Burlington, and Quincy R.R. Co. v. Chicago</i>, 166 US 226, 17 S Ct 581, 41 L Ed 979 (1897)). In this context, the word ‘taken’ has been held to mean the deprivation of the rights of a former owner, rather than the accretion of a right or interest to the sovereign. ‘Taking’ may be the actual removal of the right to property, or a significant removal, destruction or limitation of the right to use private property, as with the requirement that a private lagoon be made available to the general public (<i>Kaiser v. United States</i>, 444 US 164, 175, 100 S Ct 383, 390, 62 L Ed.2d 332 (1979)). “Government action short of acquisition of title or occupancy has been held, if its effects are so complete as to deprive the owner of all or most of his interest in the subject matter, to amount to a taking.” <i>United States v. General Motors Corp.</i>, 323 US 373, 65 S Ct 357, 89 L Ed 311, 318, 156 ALR 390 (1945) (<i>Lingle, Governor of Hawaii v. Chevron U.S.A. Inc.</i>, 363 F.3d 846 (2005)). A permanent physical occupation of private property, that is authorized by a government or municipal authority, may also constitute a taking for which just compensation is payable (<i>Loretto v. Teleprompter Manhattan CATV Corp.</i>, 458 US 419, 102 S Ct 3164, 73 L Ed.2d 868 (1982)). However, the normal exercise of police power does not amount to a ‘taking’; but is merely an acceptable form of government ‘regulation’.</p> <p>L.A. Malone. Environmental Regulation of Land Use, (©1990, Loose-leaf with updating service), Ch. 14 ‘Development Rights and the Taking Clause’.</p>
------	-----	---	--