Nine Inch Nails: Know Your Boundaries

AUTHOR / KEY CONTACT

Mark Benham
Partner

mark.benham@la-law.com
01202 786318

Boundary queries are a regular fixture for property lawyers. Boundary disputes are also common, perhaps not helped in recent times by lockdown-imposed interaction, but rarely do they rack up costs in excess of £200k over a nine-inch strip of land.

A recent case sets out useful principles relating to resolving boundary disputes, and also serves as a reminder to developers to ensure that sites are set up so as to minimise the chances of future disagreement.

Broken

In Davis v Winner, a neighbour brought an action for trespass after fences were erected in a disputed location. The fact that the claimants also claimed aggravated damages for annoyance from "placing a scarecrow on her property facing or adjusted to face the Claimant's Property in adverse weather conditions" tells you all you need to know about the nature of the case.

The Downward Spiral

The dispute began in 2010 and finally came to trial in the autumn of 2021, with significant fees being incurred throughout that time. As the judge stated in the case, "the extent of the alleged encroachment - in terms of monetary value - is not substantial... it is quite beyond my comprehension to see how an encroachment such as this would warrant the substantial costs which I was informed by both counsel had been incurred by the parties, who, at one stage, were very good friends to litigate this dispute."

Even in court, the parties did themselves no favours, with the judge stating that "none of the parties' evidence was reliable. They were all content to say whatever they thought would advance the position which they were putting to the court."

The Fragile

As a county court decision, the case does not set any new precedents. It does however include a helpful summary of the relevant principles governing the determination of the position of a boundary between two

Tel: 0344 967 0793 | Email: info@LA-Law.com | www.lesteraldridge.com

Lester Aldridge LLP is authorised and regulated by the Solicitors Regulation Authority (SRA ID: 463177). It is a limited liability partnership registered in England and Wales under number OC321318. Managing Partner: Tom Alder; Compliance Officer for Finance and Administration: Dan Baker-Mist (Financial Controller); Compliance Officer for Legal Practice: Joanne Clarke (Partner) - See more on the Lester Aldridge Privacy Policy

© 2026 Lester Aldridge

properties as were set out in a 2011 High Court decision:

1. Where the property in question is registered land, the title plans show only general boundaries and not the exact line of the boundaries (unless the property is said to be "more particularly described in the plan)."

2. Similarly, Ordnance Survey plans, if not forming part of the registered title as title plans, are no more than a general guide to a boundary feature, and they should not be scaled up to delineate an exact boundary. This is because, when scaled up, the lines marking the boundaries become so thick as to render them useless for detailed definition.

3. In order to determine the exact line of a boundary, the starting point is the language of the conveyance aided, where the verbal description does not suffice, by the representation of the boundaries on any plan, or guided by the plan if that is intended to be definitive.

4. If the relevant conveyance does not bring clarity, or the clarity necessary to define a boundary, recourse may then be had to extrinsic evidence - such as topographical features on the land that existed, or that are supposed to have existed, when the dividing conveyance was executed.

5. Admissible extrinsic evidence may also include evidence of subsequent conduct where this is of value in showing what the original parties intended.

6. Evidence of later features may or may not be of relevance. The significance of such evidence depends upon the extent, if any, to which the dividing conveyance, or evidence of its terms, exists.

7. Where a boundary is in dispute, it is important to bring certainty to the determination by proclaiming the boundary and not leaving the plot "fuzzy at the edges".

8. Even where a boundary line may be determined by reference to a conveyance, other evidence may be admitted in establishing a different boundary subsequently obtained by adverse possession, showing enclosure of the land in denial of the title of the true "paper title" owner. As the phrase implies, title is established by intentionally taking exclusive possession of land without the consent of, and adverse to the interests of, the true owner, and maintaining such possession continuously for the limitation period.

9. As to informal boundary agreements, the statutory requirement that contracts for the sale or other disposition of land be in writing does not apply. That is because the purpose of such agreements is to demarcate an unclear boundary referred to in title documents and not to transfer an interest in land.

10. Such agreements are usually oral and the result of neighbours meeting to avoid or resolve a potential or actual dispute. However, there is scope for a boundary agreement to be implied or inferred — that is, to be the logical conclusion to be drawn from primary facts.

Tel: 0344 967 0793 | Email: info@LA-Law.com | www.lesteraldridge.com

Lester Aldridge LLP is authorised and regulated by the Solicitors Regulation Authority (SRA ID: 463177). It is a limited liability partnership registered in England and Wales under number OC321318. Managing Partner: Tom Alder; Compliance Officer for Finance and Administration: Dan Baker-Mist (Financial Controller); Compliance Officer for Legal Practice: Joanne Clarke (Partner) - See more on the Lester Aldridge Privacy Policy

© 2026 Lester Aldridge

11. When bearing these principles in mind as the platform on which to place and examine the facts, a judge should have regard to three further important yardsticks or rules of thumb. These are: (1) when considering any acquisition of property, it is vital to consider what a reasonable layman would think he was buying; (2) every case turns on its own facts; and (3) the task of the court is to assess all available and admissible material in arriving at its answer, and then to achieve the correct answer."

With Teeth

The claims in this case for an injunction and damages for trespass and annoyance failed. The judge found that there was insufficient evidence to demonstrate an encroachment. He also added that even if it had been proven, he would have come to the "unhesitating conclusion" that the defendant had established there was an informal boundary agreement between them.

Hesitation Marks

The position can be neatly summarised by a scoping study into boundary disputes carried out by the Ministry of Justice in 2015: "broadly speaking boundary disputes are either about the legal and technical issues of defining the line of the boundary or a result of the state of the relationship of the neighbours involved."

Parties disputing boundaries are well-advised to seek to resolve any dispute informally at as early a stage as possible. But in order to avoid future disputes, developers should ensure they use plans and documents which clearly establish the location, ownership and maintenance of new boundary features.

Need advice?

Lester Aldridge's Real Estate Development team advises national and regional developers on all legal aspects of development. Contact Mark Benham at mark.benham@la-law.com.

Tel: 0344 967 0793 | Email: info@LA-Law.com | www.lesteraldridge.com

Lester Aldridge LLP is authorised and regulated by the Solicitors Regulation Authority (SRA ID: 463177). It is a limited liability partnership registered in England and Wales under number OC321318. Managing Partner: Tom Alder; Compliance Officer for Finance and Administration: Dan Baker-Mist (Financial Controller); Compliance Officer for Legal Practice: Joanne Clarke (Partner) - See more on the Lester Aldridge Privacy Policy

© 2026 Lester Aldridge