

**Comments:**

This is a strong first attempt at a Land Law question, so well done. You use the structure I gave you for Lease/Licence and Forfeiture, which is great, and you work your way methodically through those structures, identifying all the relevant issues that need to be discussed.

The section on exclusive possession let you down slightly as you are not particularly making your arguments clear here, so do be careful with this, particularly with what you say on clause 3.3. Do also make sure that you check your understanding of the law on a couple of points as well: for example, you seem to have taken clauses 3.1 and 3.2.1 at face value when it is substance, not form, that is important and that labelling etc is not always conclusive; you state that rent is required for a lease, which was clarified in the later case of *Ashburn Anstalt v Arnold* not to be required; and you have confused what is required for s54(2) LPA 1925 to apply which has led you to the wrong conclusion on whether this lease is legal or equitable.

Do also make sure that you are always relating your advice specifically to the client – see my comments in the introduction on this, and you also discuss a debt action (and others which weren't right) when the client wants to forfeit (as you correctly identify after discussing those other remedies).