[2017] UKFTT 0004 (PC)

PROPERTY CHAMBER
FIRST –TIER TRIBUNAL
LAND REGISTRATION DIVISION

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

LAND REGISTRATION ACT 2002

REF NO 2015/0701

BETWEEN

1. THE OFFICIAL CUSTODIAN OF CHARITIES
2. REVEREND ANDREW ARMITT
3. ANDREW HALL
4. PAULEEN HAMMETT
(AS THE CURRENT VICAR AND CHURCHWARDENS OF THE PARISH OF BISLEY AND WEST END)

Applicants

and

LYNDA FAITHFULL

Respondent

Property address: 196 Guildford Road and The Base 196 Guildford Road, Bisley, Woking GU24 9EP
Title numbers: SY825386 and SY827140

Before: Judge Hargreaves
9th and 10th November 2016
Alfred Place

ORDER

The Chief Land Registrar is ordered to

1. Give effect to the First Applicant's application dated 16th January 2015 in Form FR1 dated 14th January 2015 to be registered as proprietors of SY825386.

2. Cancel the Respondent's application made on 15th April 2015 in Form FR1 dated 10th April 2015 to be registered as proprietor of SY827140.

BY ORDER OF THE TRIBUNAL

Sara Hargreaves

17th NOVEMBER 2016

PROPERTY CHAMBER LAND REGISTRATION

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Title numbers: SY825386 and SY827140

Before: Judge Hargreaves
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Applicant representation: Aaron Walder instructed by Lee Bolton Monier-Williams
Respondent representation: Tom Carpenter-Leitch instructed by Hyland Fitzwater

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DECISION

Key words – adverse possession – Applicants' title - School Sites Act 1841 – permissive entry – effect of issuing county court possession proceedings – Limitation Act 1980

Cases and statutes cited

Schools Sites Act 1841

Reverter of Sites Act 1987

Land Registration Act 2002

Fraser and another v Canterbury Diocesan Board of Finance and another (no. 2) [2005] UKHL 65

(citing *Attorney-General v Shadwell* [1910] 1 Ch 92)

Rowhook Mission Hall [1985] 1 Ch 62

Markfield Investments Ltd v Evans [2001] 1 WLR 1321

1. For the following reasons I direct the Chief Land Registrar to (i) give effect to the First Applicant's application dated 16th January 2015 in Form FR1 dated 14th January 2015 to be registered as proprietors of SY825386 and (ii) cancel the Respondent's application made on 15th April 2015 in Form FR1 dated 10th April 2015 to be registered as proprietor of SY827140.

2. References are to the pages in the trial bundle except where otherwise stated.

3. I had the opportunity of conducting a site visit on the afternoon of 9th November 2016. The site, outlined in red on p74, comprises roughly three areas, a large area used for car parking, the old primary school, and fenced off from these two areas, the old school canteen, now called The Base (and this description is adopted for the purpose of this decision) and the subject matter of the Respondent's own application, outlined in red at p99. There are photographs of The Base at pages 90-94. The area as a whole, given provisional title SY825386, is surrounded by a fence of the same vintage, with a pedestrian gate and a vehicular gate both of which are used by occupiers of the old school and The Base. The Respondent's evidence, which I accept, is that she installed fencing to separate The Base from the rest of the site after starting her business in The Base, in circumstances outlined below. The Base is set in what is now a large playground area, and access to The Base and the playground, given the provisional title SY827140, is controlled by the Respondent. The site visit was attended by Vicar on behalf of the Applicants, and the Respondent, and counsel, amongst others, and proved useful.

There is little challenge to the Respondent's contention that, on the face of it now, she has control of The Base.

4. Mr Walder prepared a chronology which forms the basis of the background facts to which I now refer. On 19th January 1847 the Earl of Onslow conveyed the site as Lord of the Manor of Bisley under *s2 School Sites Act 1841* to (1) the Rector of the Church and Parish of Bisley[1] (2) and (3) named individuals as churchwardens of the Parish of Bisley (4) the (perpetual) Curate and Incumbent of the Church and Parish of Horsell (5) the Vicar of the Church and Parish of Chobam (6) the Vicar of Woking, and their successors in title (p157) for the purposes of a church school. The terms of the charitable trust are set out at p23: *"to be applied as a Site for a school for poor persons of and in the Parish of Bisley .. and for the residence of the Schoolmaster and Schoolmistress of the said School or for either of them and for no other purpose whatsoever ...."* in accordance with National Society principles. On 16th June 1899 the land and buildings held under the charitable trusts were vested in The Official Trustee of Charity Lands by a scheme made under The Charitable Trusts Acts 1853 to 1894: see p24. A committee of managers was appointed to be trustees of the charity, namely the "principal Officiating Minister" of the Parish of Bisley, his curate, the Churchwardens of the Parish, and two "non-official Managers", the first two being the Chaplain of the county asylum, and a farmer. Pursuant to the *Charities Act 1960* the property vested in the Official Custodian for Charities, who remains the legal owner of the site.

5. In 1967 the school moved to a new site about half a mile down the road. The Applicant contends (see below as to the Respondent's challenge) that the purpose of the trust failed at that point and the title reverted to the Earl of Onslow automatically under the provisions of the *Schools Sites Act 1861*. There is evidence that the Vicar and Churchwardens of the Parish of Bisley remained in control of the site because on 17th January 1968 they granted a licence to Surrey County Council (SCC) to use the site as a centre for remedial education (p30). The recitals to the licence suggest that the parties intended the school site to be transferred to SCC but *"pending"* that transfer the SCC would occupy the building

[1] His successor is the Reverend Armitt

rent free, and defray all costs including insurance. Meanwhile SCC agreed not to part with possession, to use the school *"as and for an education[al] remedial centre and for no other purpose"* and *"To yield up the school to you on six months notice"*. No notice has ever been served on SCC by the Vicar and Churchwardens. I do not know when, if ever, the old school ceased to be used as a remedial centre. I did not find the Respondent's suggestion that SCC *"have an interest in the site beyond a licence"* at all helpful: if the Respondent wanted to find out what SCC's position in this case is, then her solicitors could have made inquiries or asked them if they wished to be joined to the reference as a party. I have no direct information about SCC's position but the Applicants' registration will of course be subject to the provisions of *s11 LRA 2002* so far as relevant.

6. The Applicants contend that 12 years after the site reverted to the Earl of Onslow in 1967 when the school moved to the new site, his title was extinguished in 1979 by their adverse possession. I should note that there has been no evidence of interest in the site from or on behalf of the Earl of Onslow whatsoever, and again flag up the provisions of *s11 LRA 2002*.

7. A scheme was approved in October 1993 for the management of Bisley Church of England Primary School (p31), for the property referred to in the schedule (which details the registered title of the new 1967 site) and *"all other property (if any)"*. That would include the site which is the subject of this application, on the Applicants' analysis. The managing trustees are *"The incumbent for the time being of the present benefice of the Ecclesiastical Parish of Bisley, St John the Baptist and West End, Holy Trinity, and The Churchwardens of the Parish Church of St John the Baptist, Bisley."* These are the Second-Third Applicants, as clarified in panel 9 of the FR1 at p61.

8. The background history of the application is explained by Charles Whiffen, a churchwarden, in his statutory declaration dated 17th December 2014 (p44). Although this was roundly criticised by Mr Carpenter-Leitch for its failure to descend to particulars as to the Applicants' occupation and use of the premises, it is very much one of its kind: a basic description of background conveyancing documents, not intended to confront what turned out to be an opposed and litigious

application for first registration. I accept his evidence so far as it goes, though he did not give oral evidence.

9. The conveyancing details referred to above are accepted by Mr Carpenter-Leitch in paragraph 2 of his skeleton argument but he contends that beyond that (ie the point at which the site might have reverted to the Earl of Onslow in 1967), the Applicants must prove their entitlement to be registered as proprietor. In other words, he raised an issue as to whether the site did in fact revert in 1967, which would weaken the Applicants' primary claim to be registered as proprietors based on their own adverse possession. In this case the matter was referred to the Tribunal because the Respondent made her own application in Form FR1 to be registered as proprietor of part of the site subject to the Applicants' application, and because of her objection to that dated 11th May 2015 (p100). The detailed challenge to the Applicants' title itself (as opposed to the contention that its title has in turn been extinguished by the Respondent's adverse possession) has been outlined for the first time in the Respondent's skeleton argument, at length: see the questions raised as points (a) to (s)[2] in paragraph 7. In opening on the point, however, Mr Carpenter-Leitch admitted that he was *"constrained not to advance a positive case on what happened in 1967."* Whilst tempting to put the argument to one side on that basis[3], I find that Mr Walder's submissions at the hearing made in response to these late submissions meet whatever doubts Mr Carpenter-Leitch sought to raise about the reverter in 1967, for the following reasons.

10. It is common ground as a starting point that the effect of *s2 School Sites Reverter Act 1841* is that *"if a reverter occurs and the trustees remain in possession for 12 years, the title by reverter would usually become statute barred"*[4] so long as the title was perfected before the *Reverter of Sites Act 1987* came into effect on 17th August 1987. Mr Walder cited Lord Walker's analysis at paragraphs 51-59 of *Fraser*, in which he considered *Shadwell*. The principle to be applied is this: the trust was to promote the education of the poor and to provide a teacher's residence.

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[2] Excluding now point (e).
[3] The fact that the new school site was not transferred by SCC to the Diocese until 1972 is in my judgment irrelevant to the question of what happened to the old school site in 1967, though the Respondent raises this point in support of her "non-positive case".
[4] *Fraser*, Lord Hoffmann, paragraph 5, *Rowhook Mission Hall*

Those are two of the three purposes referred to under *s2 School Sites Reverter Act 1841,* (the third being *"or otherwise for the purposes of the education of such poor persons in religious and useful knowledge"*). Those purposes ceased when the school closed and moved from the old school site. A reverter occurs when the land ceases to be used for one or more of the purposes set out in the *1841 Act*. The facts of this case are stronger than *Fraser* because the school closed down and moved to another site, as Mr Walder points out, relying for evidence on Mr Whiffen's evidence at paragraph (iv) p45. There is no evidence to contradict this or any reason to treat it as untruthful. Furthermore, Mr Walder relies on the reference to the *"former"* school in the recitals to the 1968 licence (p30). Even if SCC had to use the old school for the purposes of an *"education[al] remedial centre"*, the reverter had already occurred by then. In addition the Respondent herself claimed that *"The building and land we occupy (as far as I'm aware) has not been used as any part of the school since 1967"* in her letter of objection to HMLR in May 2015 at p100. Just before the hearing the Respondent obtained the school log books and the entry for April 4th-6th 1967 records (p152): *"New school building officially handed over. All furniture and equipment transferred to new building in Hawthorn Way."*

11. I am satisfied therefore that on the balance of probabilities the reverter occurred in 1967 and the revertee's cause of action was statute barred by the end of 1979. That deals with the Respondent's challenge to the Applicant's primary title point. I would also suggest that the logical conclusion to the Respondent's challenge to the Applicants' title would be that she would have to make out her case against the Earl of Onslow or his successors and she would have had to apply to join him to the proceedings. It might also have been the type of point which would have been raised in response to the county court possession proceedings (see below). However, those issues do not have to be considered further in view of my decision on the date of the reverter.

12. However Mr Carpenter-Leitch made detailed submissions about the capacity of the Applicants to make this application apart from the reverter point. See the rest of paragraph 7 of his skeleton argument. This raises a series of further questions the relevance of which eludes me. In addition, having raised various complex

questions, Mr Carpenter-Leitch did not provide clear answers which undermine Mr Walder's submissions on this point (which can be summarised as a submission to the effect that the questions are misconceived and irrelevant and his case is soundly constituted from every angle). I am entirely satisfied that giving effect to the application in the name of these Applicants is justified on the basis of the documents of title on which the Applicants rely. At best Mr Carpenter-Leitch's challenge was technical, late (never pleaded) and unmeritorious: as Mr Walder submits, whichever way the matter is approached (whether in terms of the reference or the possession proceedings) he has more than enough of the right parties joined to answer any criticisms. In any event, as I find against the Respondent on the facts for the reasons set out below, even if I am wrong in my conclusion on this aspect of the case, it does not assist the Respondent in pursuing her own application. Any defects in the Applicants' title will, as pointed out, be subject to the provisions of *s11 LRA 2002*, and none of them assist the Respondent.

13. That therefore takes me to the next issue in the case, which is whether the Respondent's claim can be made out in respect of The Base. Her starting point is that she went into possession at the latest on 25th February 2003[5]. It is common ground that the Applicant issued county court possession proceedings on 16th November 2015 (stayed by consent pending the outcome of these proceedings by order dated 18th January 2016)[6] and that the effect of this (agreed) is that time stopped running in her favour (if it was) on 16th November 2015: *Markfield Investments Ltd v Evans* [2001] 1 WLR 1321. So, the Respondent would have to demonstrate that she had acquired title by 12 years' adverse possession prior to 16th November 2015. Twelve years prior to that is 16th November 2003. On the Respondent's case, she has over 7 months in hand, having had exclusive possession of The Base with an intention to possess it, from February 2003.

14. The Applicants' pleaded case is that there is no part of any 12 year period where her occupation (or that of Bisley Base Limited, the company she incorporated later in 2011 to run her business) was (i) not permissive and (ii) exclusive (p3), for the

[5] See p96 box 5 of the Respondent's application for registration dated 10th April 2015
[6] See pages 117-128

reasons expanded in their statement of case. The Respondent's position is pleaded in reply at p8-10 and in her supplemental statements. The critical issues in this case, concern the circumstances of the first year or so of the Respondent's activities at The Base. As much as Mr Carpenter-Leitch criticised the Applicants' lack of particulars, the same could be said of the Respondent's case, as it became clear during her cross-examination by Mr Walder that she had overlooked providing details of the precise circumstances in which she and her business partner started business at The Base. Contrary to Mr Carpenter-Leitch's submissions I reject the Respondent's case that she has been in adverse possession of The Base at all material times since February 2003. Briefly, it has not been adverse for a period of 12 years because at least part of the period was permissive, and for part of the period she shared the premises, and not on the basis (which she contends for) that she was the licensor and in charge of The Base as a whole.

15. The Respondent's daughter had attended youth club activities at The Base. The Respondent was a child minder who worked from home. Her attention was drawn to SCC funding available for a business opportunity to provide after Early Years/after school care, but she required premises. It is clear that she was making relevant inquiries in the summer of 2002 (see eg p75, insurance, and funding, p76). The reason why 25th February 2003 is taken as the earliest date is based on the Ofsted letter of that date at p78 headed *"Regarding an application to provide Day Care at The Base .."* indicating that a registration visit would take place shortly. See also the SCC fire and rescue services report dated 3rd March 2003 at p79 indicating that there had been a *"recent inspection"* of the *"Youth Centre"*, and the quotes from the Respondent's father for electrical work dated 7th and 21st March 2003 at p80-81. As a starting date, it is an acceptable date to work from, and not vigorously opposed by Mr Walder. By May 2003 the Respondent had carried out fencing works (p82) and undertaken responsibility for the water bill from April 2003 (p83), and electricity (September 2003), p84. All these activities are standard activities which would be expected from an occupier in possession of premises, and these are not disputed by the Applicants. She has since spent considerably more on the property (p85-89), and says she has done so in full view of the Applicants with whom she has had no contact. Mr Walder does not seek to dispute that, except as clarified in his cross-examination: see below.

16. What the Applicants contend is that the Respondent was given permission to occupy the premises by the Bisley Youth Club, which was using The Base and had been for some years, though possibly in decline and only once a week on a Wednesday evening. The background, to recall, is that on the Applicants' case SCC was occupying the site pursuant to the 1968 licence at all material times, and there is no reason to doubt this. In 2003 Bisley Youth Club was using The Base by the permission of SCC or its Education Authority. In support the Applicants rely on the minutes of an EGM of the Bisley Youth Club Management Committee on 17th November 2003 at 7.30pm (p35). Those minutes record (i) that the purpose of the meeting was to discuss user by The Base in the premises also used by BYC as the result of Surrey's permission (which supports the Applicant's case) (ii) that the Respondent had been using The Base for *"almost six months"*[7] and was supposed to have signed *"the original agreement .."* but had not (iii) that the Respondent had breached the terms of the agreement reached with BYC (iv) that the original purpose of the building known as The Base, ie for the youth of the village, was in danger of being *"forgotten"* (v) that the new Rector might mediate a solution (vi) that the Respondent should be asked to vacate The Base by the end of the year. None of these facts are consistent with the Respondent's case that she had possession of the premises and the BYC was occupying with her permission; they flatly contradict it.

17. On 3rd December 2003 BYC wrote to the Respondent asking her to vacate The Base by 31st May 2004: see p15. This document was in her possession and produced after the reference started. This was therefore in accordance with the decision taken above, and stated to be on the grounds that *"following consultation with Surrey Youth we are unable to renew the agreement with The Base. The Bisley Youth Association contract with SCC specifically states a condition of no sub-letting .."* This clearly indicated to the Respondent, in case she was previously unaware, that The Base was controlled by SCC so far as BYC was concerned. The Reverend Armitt's witness statement explains his role in brokering a deal in late 2003 whereby the Respondent continued in The Base and BYC/BYA

[7] Which suggests user from May 2003 rather than February 2003

moved to the old school house whether in its original or a revised form matters not. I return to his evidence below.

18. At paragraph 4 of her statement dated 25th May 2016 (p13) the Applicant states *"When my colleague and I were given a key, it was on the understanding that we would put and keep the building in a condition suitable for our business of an after school club to Ofsted standards which would also benefit BYC which could continue one night a week at our expense."* She adds that she ignored the letter of 3rd December (not exactly the full story, see below). But this was no doubt because of the practical effects of the deal subsequently brokered by Reverend Armitt: she was no longer actually required to leave The Base.

19. If the Applicant proves that the Respondent's entry onto The Base was permissive, the Respondent could possibly argue in the alternative that she has been in adverse possession since 1st June 2004. However, even if that were the case (subject to the factual issues raised by the deal brokered by the Reverend Armitt), the issue of proceedings on 16th November 2015 would still prevent time running for the required 12 years. Those possession proceedings however were preceded by a letter from the Applicants' solicitors dated 21st March 2015 terminating a tenancy at will: see p116, also consistent with the Applicants' case that at all times the Respondent's occupation has been permissive. The validity of that notice is not an issue for me.

20. On 24th February 2004 (p36) SCC wrote to Mr Fry, one of the churchwardens, in his capacity as one of the trustees of the original school trust (evidence which assists the Applicants' case). The letter is headed *"FORMER BISLEY CENTRE"*. It contains in the third paragraph, this: *"As agreed, the County Council will continue to manage the property and facilitate its use as a base for Bisley Parish Council.*[8] *The County Council will also continue to utilise the separate building*[9] *for a youth facility."* Just before the hearing the parish clerk gave the Respondent a copy of the agreement between SCC and Bisley Parish Council (p154) made in April 2004 whereby SCC permitted the Parish Council to use part of the old school

[8] This appears to be a reference to the old school building itself.
[9] Mr Walder says this is a reference to The Base

house until 31st March 2006. Whilst arguably of limited relevance, it does demonstrate SCC in charge of the old school house pursuant to the 1968 licence. On the Applicants' analysis that licence still stands so that SCC has no other claim to any part of the site except as its licensee: for all Mr Carpenter-Leitch's suggestions to the contrary, that must be right. I am not required for the purposes of this case to analyse the precise interest of SCC in The Base, on the basis of the facts as I find them to be.

21. The Respondent and Mrs Flanagan, her business partner, both gave evidence on the lines of their witness statements and statements of case. Both were frank and candid witnesses and credible and I accept their evidence. It is their interpretation of the critical facts which is not sustainable. The Respondent's oral evidence drew attention to the problems with her case, it being her stated position that she had possession of The Base from the outset, and gave the BYC permission to occupy once a week until it moved to the old school. This is not the effect of the evidence as a whole.

22. The Respondent needed reasonably priced premises for her proposed venture: the BYC had useful premises and the outline of the deal was struck with BYC which involved the Respondent working to bring the premises up to standard at no cost to BYC – but in return, as Mr Walder put to her in cross examination, for the keys (a reflection of her own evidence). Without a consensual arrangement with BYC the Respondent would not have had access to The Base. She did not acquire the keys by force or break into the premises without permission. It was, on her evidence, all negotiated. She was given a set of keys by BYC on terms (see the EGM minutes for example). Furthermore in terms of the works carried out (including the erection of the new fence), it is clear that they had to be undertaken to secure Early Years funding and Ofsted approval – without which, the business venture would not have got off the ground. The Respondent needed access to the property to get the venture started. The works were referable to the business venture because funding depended on their satisfactory completion. To start with (until 2004) BYC had the same keys as the Respondent who accepted that those in charge (including youth leaders employed by SCC) could access The Base at any time. The arrangement that the Respondent would carry out the improvement works at her expense in

return for use of the property, was negotiated with BYC. I do not see that it matters whether or not, as the Respondent maintains, she was not aware (and remained unaware until recently) that the Applicants had an interest in the property: one of the remarkable features of this case is that the Respondent has run a business with SCC funding (at least from time to time) without (it appears) ever being able to be firm about the property interests in The Base. She acquired a set of keys from BYC, probably from Colleen Stevenson (see the EGM November minutes: she attended that meeting). She changed the locks after BYC moved to the old school site.

23. Although the Respondent stated that she could not recall any conversations with the Reverend Armitt in the winter of 2003 about how to deal with the growing tensions with the BYC, she said, frankly, that she would be unable to contradict his account. But his evidence is critical to putting the Respondent's case in context as it undermines one of her principal claims, which is that she was in overall control of The Base from the outset.

24. Karen Flanagan had little to add to her lengthier statement at p129, to which reference can be made. Her version of events at the end of 2003 is that they took the BYC notice letter to SCC (as the Respondent also says at p13) who negotiated the exit of BYC to premises next door. They referred the letter because of funding, as she states, not because SCC managed the premises overall and not because it appears, they were going to defend the claim. What is notable about both witnesses' evidence is how neither gave any real thought to the consequences of what happened at the end of 2003. It is clear on the evidence that the Respondent was allowed entry to The Base by BYC and that there was a problem in sharing the premises which was sorted by third party intervention. The Respondent then continued her business unhindered. The counter-factual question is: what would the Respondent have done if the BYC made good its intention to ask the Respondent to leave having terminated its licence? There is no evidence that the Respondent wrote to the BYC objecting to the termination of the licence (though Mrs Flanagan says the reasons were not substantial): instead, they sought assistance from its funding partner in order to continue (see the Respondent p13 for example) and matters were re-arranged to avoid confrontation. But it is hard to

see how the Respondent would have avoided possession proceedings in May 2004, though again, I do not have to decide the point. What happened is consistent with having been permitted to enter on a licence basis in the first place. If Mrs Flanagan is correct (and I find she is), it is not strictly the case as the Respondent contends, that the notice was simply "ignored." They took action on it and were allowed to continue as the result of BYC moving to the old school house (and whether it was as BYC or in another format does not affect the outcome). Put it another way, the only reason why the Respondent carried on beyond May 2004 is because the BYC was persuaded to move next door, and the cause of the conflict (plainly caused by sharing possession) came to an end. That too was a consensual arrangement because a deal was brokered, and the fact that the Respondent can give no clear evidence about it other than she carried on business, does not detract from the impact of the Reverend Armitt's evidence.

25. As neither the Respondent nor Mrs Flanagan recall the intervention of Reverend Armitt in the winter of 2003, it is therefore important to deal with his evidence (p 101, particularly p102). Whilst I am prepared to accept that the Respondent and Mrs Flanagan cannot remember his intervention, I accept his evidence[10] and therefore his version of the deal he brokered as he describes without hesitation. It follows that, as he says, he discussed the matter with the Diocese and SCC and the upshot was that The Base continued and BYC (or BYA) moved. If as the Respondent says she does not recall any meetings with the Reverend Armitt, then it is arguably not surprising that she did not realise that the Applicants had an interest in The Base, as it certainly appears that apart from parochial visits, the Trustees left the management of The Base to the Respondent from some time in 2004.

26. It follows that the Respondent on the particular facts of the case before me is unable to make out the requisite period of 12 years adverse possession prior to 16th November 2015. In November 2003 the weight of the evidence points firmly to establishing that she had no more than a consensual permissive arrangement with BYC which was to be terminated, and was. Before the expiry date, a revised

[10] Despite Mr Carpenter-Leitch's attack based on lack of minutes or other documentary evidence

arrangement was made in which the Reverend Armitt played an important part which permitted the Respondent to continue with the business. That agreement included the SCC because I accept his evidence as to that. That permission was on the Applicant's case revoked by the letter referred to as a precursor to the possession proceedings issued in November 2015, though that issue does not have to be resolved in these proceedings.

27. In the circumstances, unless the parties can agree otherwise, the Applicant should make an application for costs by 5pm 2nd December and the Respondent should file and serve any submissions in reply by 16th December. Costs will be dealt with after that. The general rule in this Tribunal is that the successful party is awarded costs unless some reason can be shown why the general rule should not be applied.

BY ORDER OF THE TRIBUNAL

Sara Hargreaves

17th NOVEMBER 2016