

[2018] UKFTT 170 (PC)

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
LAND REGISTRATION DIVISION

REF/2016/0530

LAND REGISTRATION ACT 2002

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

B E T W E E N:

(1) MICHAEL DESMOND FLYNN
(2) JUDITH ANNE FLYNN

Applicants

and

(1) RICHARD CHRISTOPHER BLUNDEN
(2) ELIZABETH ROSS BLUNDEN

Respondents

Property Address: 21 & 23 Love Lane, Spalding, Lincolnshire
Title Number: LL55591 & LL156859

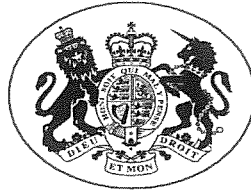
Applicants' representation: Iain Bain of Counsel

Respondents' representation: Elizabeth White of Counsel

DECISION

1. Introduction

- 1.1. This reference relates to the Applicants' application, dated 17th September 2015, for a determination that the boundary between their property at 21 Love Lane, Spalding ("no. 21") and the Respondents' property at 23 Love Lane, Spalding ("No. 23") is as shown on the plan prepared by Martin Rickman MRICS dated March 2015 ("the Application Plan") and marked as a straight line passing from



the point marked 'G' at the front of the properties through the points marked 'H' and 'I' to the point marked 'J' thereon at the rear.

2. Jurisdiction

- 2.1. By their Statement of Case the Respondents took two technical objections to the application founded upon the decision of the Upper Tribunal in *Murdoch v Amesbury* [2016] UKUT 3 (TCC). First they said that, despite the wording of section 60(3) & (4) LRA 2002 and rules 118 & 119 LRR 2003, an application to determine a boundary pursuant to that section and those rules is not an appropriate forum for resolving a dispute as to the proper location of a boundary. Second, they said that the Application Plan failed to comply with rules 118 and 119 in that it failed to certify that it was accurate to within 10 mm.
- 2.2. In her written and oral submissions Miss White for the Respondents developed a further objection on the basis that the Application Plan was deficient insofar as it failed to provide a sufficient verbal or other description of the relationship of the boundary line to the physical features on the ground and or that it did not identify those features either sufficiently or at all, at least not without reference to further more detailed plans.
- 2.3. In addition to those technical objections, the Respondents also maintain that the Application Plan does not correctly identified the boundary between the two properties
- 2.4. The Respondents now concede that the Application Plan does include a certificate as to its accuracy to the standard required by the Chief Land Registrar. It is also now agreed between the parties' experts that the surrounding features on the ground by reference to which the exact position of the boundary can be fixed are correctly plotted on the Application Plan.
- 2.5. That leaves the question whether the Applicants have provided a sufficient verbal or other description of the relationship of the boundary line to the physical features on the ground.
- 2.6. Leaving aside the fact that this is not a pleaded ground of objection, it seems to me that it is principally a matter for the Chief Land Registrar because it bears upon his ability to plot the line of the boundary claimed with the accuracy he requires should a determination in favour of that line be made. Only if the Registrar is at least provisionally satisfied of that matter will he be required to give notice of the application to the adjoining owner. It is therefore to be presumed, if the Registrar has given notice to an adjoining owner that an application to determine a boundary has been made, that he is satisfied, subject to the contrary being shown, that the requirements of the rules in respect of the plan and the description which it provides of the relationship of the boundary to the other features on the ground have been satisfied.
- 2.7. With that assumption in mind but nevertheless addressing the objection on its merits, it seems to me that the following points, at least, may be clearly



established from the Application Plan. First, the line claimed is a straight line. Second, the distance between the point marked 'B' (at the north-eastern corner of the extension to No. 23) and the point marked 'H' on the boundary is 6mm. Third, the distance between the point marked 'C' (at the south-westernmost corner of No. 21) and the point marked 'I' on the boundary line is 90 mm. And fourth, that the distance between the point marked 'D' (on the north-eastern corner of the outbuilding) and point I is 8 mm. That is amply sufficient information for the position of the boundary to be plotted with the requisite accuracy. I note, incidentally, in this regard that the requirement for the plan be accurate to within 10 mm +/- is not a statutory requirement but a rule of practice laid down by the Land Registry.

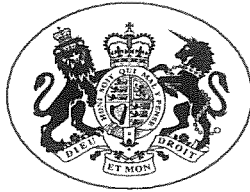
- 2.8. Having disposed of these 'technical' grounds of objection to the application, the issue which remains for me to decide is whether, on the balance of probabilities, the current boundary between the two properties is accurately delineated on the Application Plan. So limited, an application to determine the boundary between two properties is a proper means by which to resolve a dispute as to the location of that boundary.

3. The conveyancing history

- 3.1. The Respondents' title to No. 23 Love Lane ("No. 23") derives from a conveyance dated 12th March 1929 by Norman Russell Harvey to Doris Irene Cross of:

"ALL THAT piece or parcel of land situate in Love Lane Spalding aforesaid and containing six hundred and ninety one square yards or thereabouts bounded by property of Annie Dorris Macro on or towards the North East and having a depth thereon of One hundred and thirty five feet six inches or thereabouts by property of the Spalding Urban District Council on or towards the South East by other property of the Vendor on or towards the South West and having a depth thereon of One hundred and forty one feet or thereabouts and by Love Lane aforesaid on or towards the North West and having a frontage thereto of Thirty nine feet or thereabouts and for the purposes of identification only more particularly delineated on the plan drawn hereon and thereon coloured pink..."

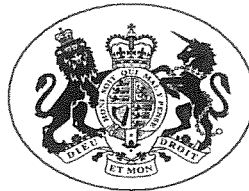
- 3.2. Although, for reasons which are unclear, there is no provision to this effect in the parcels clause, the plan referred to shows the boundary with the land of Spalding UDC as having a length of 51' 6". I consider it is appropriate for me to have regard to that measurement in considering the conveyance as a whole and because the parcels clause provides that the plot is 'more particularly delineated on the plan.'



- 3.3. The title to No. 23 has since passed down to the Respondents through Mr and Mrs Tudor, who bought the property following Ms Cross's death in 1983, and Mr and Mrs Nash, who bought the property in 1990. Mr and Mrs Nash sold off a portion of the back garden to enable the construction of a property known as Torfhaus, on Alexandra Road in 1992 before selling the remaining land to the Respondents in 1995.
- 3.4. Shortly after they purchased No. 23, the Respondents submitted an application for planning permission to construct an extension to the property in place of the garage which had formally stood on or near the boundary with No. 21. Correspondence obtained from the local authority reveals that after discussions with the planning officer the Respondents agreed to reduce the width of their proposed extension by 300mm so as to avoid the risk that they would encroach upon their neighbours land, pp. 42-3.
- 3.5. It is clear from the pictures taken by the surveyor instructed by Mr and Mrs Blunden prior to their purchase that there was no substantial boundary feature between the two properties at this time. I was told by Mr Blunden that there were the scrappy remains of an old post and wire fence which was quite possibly the original 1920's fence but it seems likely that the precise position of the boundary in the vicinity of the garage at least was not clearly demarcated at that time.
- 3.6. The title to the Applicants' property, No. 21 Love Lane ("No. 21"), derives from a conveyance dated 31st December 1928 and made between Mrs Helen Mary Walwyn and Annie Dorris Macro. The parcel conveyed is described as follows:

“ALL THAT piece or parcel of land situate in Love Lane Spalding aforesaid and containing five hundred and sixty square yards or thereabouts bounded by property of Ethel Macro on or towards the North East and having a depth thereon of One hundred and thirty nine feet or thereabouts by property of the Spalding Urban District Council on or towards the South East by property of Norma Russell Harvey on or towards the South West and having a depth thereon of One hundred and thirty five feet six inches or thereabouts and by Love Lane aforesaid on or towards the North West and having a frontage thereto of Twenty nine feet or thereabouts together with the semi-detached messuage or tenement and outbuilding recently erected thereon and now in the occupation of the purchaser...”

- 3.7. It would seem Ms Macro then retained No. 21 until 1989 when the property was sold to Mr and Mrs Clements. The parcel conveyed was defined by reference to the 1928 conveyance to Ms Macro. According to the Applicants, and there is no reason to doubt this, Ms Macro had not lived at No. 21 since 1982 and the property remained vacant from that time until it was sold to Paul Browne on 30th July 1998 when the title was registered for the first time.
- 3.8. In 1999 Mr Browne obtained permission to construct a kitchen at the rear and a two storey, garage with room above, extension to the side adjoining the boundary

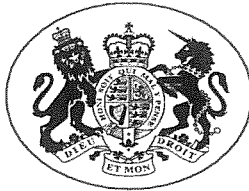


with No. 23. The approved plans show and the planning officer's notes record that it was discussed with Mr Browne that there must be an 800 mm gap 'between the properties' at the front. It was apparently the purpose of that direction that the space between them should be usable. It is unclear whether that phrase meant: between the two structures on the adjoining properties; or meant between the wall of Mr Browne's extension and the boundary. I measured the distance between Point B and the westernmost corner of the extension to No. 21 constructed by Mr Browne in the course of my view of the site and recorded that the width of the gap is 79 cm. This suggests that whatever the planning officer may have intended, Mr Brown interpreted that requirement as the width of the gap between the two buildings.

- 3.9. It is important to note the obvious point that all of the boundaries described in the conveyances are shown on the plans as straight lines. Nothing in the parcels clause tends to contradict this. Both parties agree that the boundary line is a straight one.

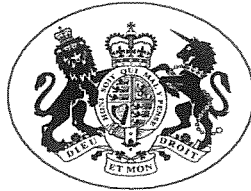
4. The expert evidence

- 4.1. For reasons which are obscure, the trial bundle failed to include either a copy of the Applicants' application to determine the boundary together or its associated plan. Furthermore, although Mr Rickman's expert report was included within the bundle and referred to various plans which he had prepared, the plans themselves were not exhibited to his report or otherwise included in the bundle.
- 4.2. By the time I viewed the site on the day before the hearing, it was apparent that the evidence of the experts was likely to be of considerable significance to my determination of the matters in dispute even though neither party had sought permission to call them to give oral evidence. Fortunately, both Mr Rickman and the Respondents' expert, Mr Godson, were able to make themselves available at short notice and at the outset of the hearing I gave permission for them both to be called and for the three plans prepared by Mr Rickman in his report to be admitted in evidence. It seemed to me that this was the most expedient course by the means of which Mr Rickman's conclusions could be properly considered. I did not consider that the Respondents would be substantially prejudiced by it because the existence of the further plans was flagged up by Mr Rickman in his report and because they had the opportunity also to call Mr Godson to give evidence. I am extremely grateful to both Mr Rickman and Mr Godson for making themselves available at such short notice and for their evidence both at the trial and subsequently.
- 4.3. Unfortunately, owing to the *ad hoc* nature of the arrangements for the calling of the experts to give evidence, it only became apparent in the course of Mr Godson's evidence on the final day of the trial that he had plotted one of the three vital datum features ("the Outbuilding") substantially differently to Mr Rickman. This was surprising because Mr Rickman had already told me that he had carried out a detailed survey of the whole site using his Total Station. But Mr Godson's evidence was that he had measured and plotted this feature himself (he had not relied on ProMap) and that he was confident it was correctly plotted. Mr Rickman



had given his evidence the previous day and so he was not able to give any evidence in rebuttal of the evidence given by Mr Godson.

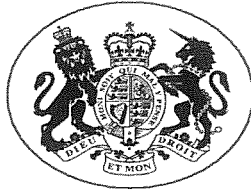
- 4.4. I was perplexed by this evidence and it seemed likely to me that the correct plotting of Outbuilding and/or the extension to the Respondents' property could explain the discrepancy between Mr Godson and Mr Rickman as to the position of the boundary in the vicinity of the points marked B and H on Plan 1, that is to say, between the north-eastern corner of the extension to the Blundens' property and the boundary which is the critical point of contention between the parties.
- 4.5. My impression as to the importance of this evidence was confirmed by the reliance placed upon it by Miss White in her written submissions. That prompted Mr Flynn to measure the Outbuilding himself with the result that it appeared to be considerably smaller than Mr Godson's measurements showed.
- 4.6. I had initially hoped to be able to resolve this conflict by listening again to the recording of the experts' evidence but after I experienced difficulty obtaining that recording I decided to proceed along the lines suggested by the Applicants' solicitors in their letter of 26th June 2017 and give directions for the surveyors to revisit the site, discuss the various discrepancies between their positions and attempt to agree upon the position between them.
- 4.7. The experts have now been able to complete a Joint Memorandum of Issues Agreed and Disagreed which is dated 26th January 2018 and I am pleased that there is now a large measure of agreement between them. I am now in a position to finalise my decision.
- 4.8. In his oral evidence to me Mr Rickman gave, for the first time, a detailed explanation of the process by which he had arrived at his conclusion as to the position of the boundary line in question. First he told me that he had made a detailed survey of No. 21 and the relevant points of No's. 19 and 23 using his total station.
- 4.9. Having done so he found that if he extended a line perpendicular to the centre line of what he assumed was the party wall between No's. 19 and 21, it met almost exactly the eastern side of the brick pillar which apparently marks the north eastern corner of No. 21. Measuring 29' from that point, he next found that it reached a point 1" from the eastern side of the brick pillar which apparently marks the north eastern corner of No. 23 ("the Pillar"). Measuring a further 39' from that point he found that he reached the north western edge of the brick pillar which apparently marks the north western corner of No. 23. Extending that line back along the line of the fence between No. 23 and No. 25, one reaches a point which is consistent with the rear (southern) boundary of the plot sold off by Mr and Mrs Nash in 1992. That is to say, the original boundary of No. 23 with the property of Spalding UDC.
- 4.10. Having established that point to the rear of No. 23 and knowing the length of both the southern and eastern boundaries, it is possible to establish point J (the point at which those lines intersect) as the south-eastern corner of No. 23. Joining point J to point G at the front of the properties, the line appears to fit reasonably well with the centre line of the leylandii hedge planted by Mr Tudor, the north-eastern



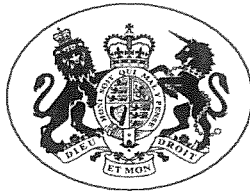
corner of the outbuilding to the rear of No. 23, the paving slabs laid by Mr Browne to the side of No. 21 and the corner of the extension to No. 23. It is also true to say, however, that this methodology also suggests a significant discrepancy in the position of the rear portion of the eastern boundary of No. 21 with no. 19 in favour of No. 19. It is also correct to note that Mr Rickman conceded he had been unable to plot the rear boundary of the land sold off by Mr and Mrs Nash with any accuracy.

- 4.11. In considering Mr Godson's evidence it is important to appreciate that the principal bone of contention between the parties has been the distance of the boundary from the north-eastern corner of the extension to No. 23. Mr Godson was anxious to emphasise in giving his evidence to me that he did not purport by the line which he had drawn on his plan to identify the boundary. He said that he had simply drawn a straight line through the various relevant points identified to him by the Respondents, namely: the eastern face of the Pillar, the edge of the drainage granting installed by Mr Browne and a point 30 cm's from the corner of the extension. According to Mr Godson such a line would pass very close to the Outbuilding. Mr Godson said that he had worked simply from Promap plans onto which he had drawn the Respondents' extension and the outbuilding. In his oral evidence to me he said that these features were accurately mapped but he has since agreed with Mr Rickman that Mr Rickman's Application Plan is accurate, that his plotting of the Outbuilding was incorrect and that Mr Rickman's plotting of point B is correct. It is now also agreed that the distance between Mr Godson's line and the Outbuilding is 10 mm and the distance between Mr Rickman's line and the Outbuilding is 9 mm. Given that Mr Godson's line proceeds from the eastern face of the Pillar and that Mr Rickman's begins 1" to the east of that point, it would seem to follow from the facts which are now admitted that Mr Godson's plotting of point B must be incorrect. It is not possible for a straight line running from point A on his plan to a point 10mm from the north-eastern corner of the Outbuilding also to pass through a point 30 cm from the north-eastern corner of the extension to No. 23. This is a simple matter of geometry but it confirms my strong impression during the course of the site visit.
- 4.12. Mr Godson has endeavoured to explain the discrepancy by saying that Mr Rickman's line begins further to the west but, given Mr Rickman's starting point and the very small extent of the difference between them, I cannot see how that can be correct.
- 4.13. My conclusions so far as the expert evidence is concerned are therefore as follows. I find that Mr Rickman's plan is accurate in every material particular, so far as the plotting of features on the ground is concerned. Insofar as Mr Godson's plan differs from Mr Rickman's plan, it is inaccurate. Mr Rickman's scheme for the determination of the boundary provides an indication of its true position but is undermined to some degree by the significant deviation in the position of the rear boundary with No. 19 and the fact that Mr Rickman was unable to plot accurately the rear boundary of the land sold off by Mr and Mrs Nash.

5. The factual evidence

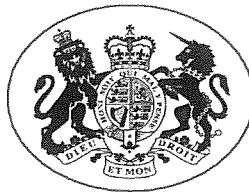


- 5.1. The vast bulk of the oral evidence concerned the width of the entry to passageway along the side of the extended No. 21 and the fence at the front of the two properties but I shall begin with the evidence of Mr Paul Tudor, Mr and Mrs Nash's predecessor in title. Mr Tudor did not attend to give evidence but there was no substantial challenge to the evidence set out in his witness statement to the following effect.
- 5.2. He understood the eastern walls of the garage and Outbuilding to the rear of No. 23 to be on the boundary. At the front of the property there was a picket fence which ran from the Pillar to the wall of the garage. Because No. 21 was unoccupied and the garden was overgrown he planted a leylandii hedge on what he understood to be the boundary on the basis of projecting a perpendicular line backwards from the line of the walls of the outbuilding and garage. I find that the coincidence of the line of the eastern wall of Outbuilding and the line of the leylandii planted by Mr Tudor (which remains in position) to be strongly supportive of Mr Tudor's evidence. I also find that the coincidence of the line indicated by these features with the line of the fence to the front of the property is also strongly indicative that these features were taken before this dispute began to mark the line of the boundary. It is right also to note, however, that the photographs taken by the Respondents' surveyor at the time of their purchase do not show a picket fence at the front of the property.
- 5.3. I turn then to consider the evidence of Mr and Mrs Blunden as to the position of the boundary at the front of their property. Mrs Blunden told me that she did not pay any great attention to the fence until she came home from work one day to find Mr Browne drilling a hole into the wall of her garage in order to fix the fence to it. She was not best pleased but he told her not to worry because it was only a temporary measure whilst he completed the tarmacking of the drive of No. 21. Initially she said that this incident occurred in June 2000 but she was subsequently recalled to revise this evidence to say that the incident occurred in June 2002. She had been prompted to this by Mr Bain's suggestion to her in cross examination that it was the logical consequence of her evidence that the fence had remained in its altered position for approximately 2 years before Mr Browne sold No. 21 to the Applicants.
- 5.4. Mr and Mrs Blunden both told me that they were quick to raise the point that the fence should not be attached to their garage wall with Mr and Mrs Flynn when they moved in because they realised that it was important for them to do so although they denied that this was the first thing they had said to Mr and Mrs Flynn and/or that they had accosted Mr and Mrs Flynn about it the moment they arrived.
- 5.5. Mr and Mrs Flynn for their parts accepted that Mr and Mrs Blunden had mentioned the fact that the fence was not in the correct position at an early stage in their acquaintance but said that after it was first raised there then followed a long period in which nothing further was done. Mrs Blunden maintained that she had made a reference to the need to sort out the fence when Mrs Flynn had asked her to let her into the back of her house during a period when she and Mr Flynn were estranged, Mrs Flynn denied this. It is common ground, however, that



nothing was done to address the alleged discrepancy in the boundary until 2013 when a car skidded off the road in the snow and crashed into the Pillar destroying it and a large portion of the fence in the process.

- 5.6. For some months after the destruction of the Pillar and fence nothing was done to repair either. The parties appear to have accepted that the responsibility lay with the Respondents but Mr Flynn became frustrated with the lack of action and proposed to Mr Blunden that he should effect a repair. For reasons which are obscure Mr Blunden took umbrage at this suggestion and was spurred into the action which precipitated this dispute. He marked out what he considered to be the boundary line which proceeded from the eastern face of the reconstructed Pillar to a point 30 cm from the corner of the north eastern corner of the extension and thence in a continuing straight line down the passageway between the two properties.
- 5.7. It was the effect of the Respondents' proposal to site the boundary in this location to substantially restrict the Applicants' access to the rear of their property and to narrow very considerably the passageway along its length. Toward the rear the impact would obviously be even more considerable although the actual implications of such an alteration have never been worked through in practice. I measured the width of the entrance to the passageway in the course of the site visit at 79 cm. It is the effect of the line for which the Respondents contend that the Applicants' entrance to the passageway would be 49 cm in width. Not unnaturally, the Applicants were alarmed by this proposal and the aggressive way in which Mr Blunden set about implementing it and so this unfortunate but familiar story began to play itself out and culminated in an application to Court for an injunction which has been stayed upon terms that by means of this application the position of the boundary between the parties' properties would be determined.
- 5.8. The basis for the Blundens' belief that the boundary must pass through the point 30 cm from the corner of their extension is Mr Blunden's memory that he constructed the extension in accordance with the planning permission which required that he leave a 30 mm distance between the wall and the extension. That belief is supported, Mr and Mrs Blunden contend, by two photographs taken in the course of a Flower Parade day in 1999 which the Respondents say clearly demonstrate that the fence was not attached to the wall of the garage at this time and that it was indeed positioned some 30 cm to the east of it. Given that the most material portion of the fence is obscured in both pictures, it is difficult to conclude that the pictures establish either of these points on the balance of probabilities. Coupled with the parties' agreement that the Blundens raised the position of the fence with the Flynns at an early stage of their acquaintance, however, I am willing to accept that the attachment of the fence to the wall of the Blundens' garage by Mr Browne was a point about which Mr and Mrs Blunden were concerned and, on balance, that it is more likely than not that the fence had formerly been attached to a post a little way to the east of the garage wall. However, I am not satisfied that it was as much as 30 cm away. Had it been, I cannot think Mr Browne would have constructed his extension or laid his path along the passageway as he did. Nor do I think that Mrs Blunden would have

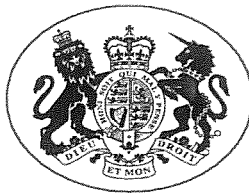


been so willing to let the matter drop if the discrepancy had been so great. She would have appreciated the obvious importance of the change for both Mr Browne and the Flynns and wished to raise it before the matter became settled. It was my view of Mrs Blunden that she was not the sort of woman to let the matter of such a large discrepancy pass without comment or action. Even what I find was a small, relatively inconsequential change, in the position of the fence, immediately attracted her notice (despite the fact that she was distracted at the time) and held her attention to the extent that she was moved to raise it with Mr and Mrs Flynn almost immediately they moved in to No. 21. I find that she would have taken action either directly or through her husband at a much earlier stage if the discrepancy had been as large as she now contends. I find that the distance of 30 cm is an *ex post facto* rationalisation from the terms of the planning permission.

- 5.9. At the time Mr Blunden constructed the extension to No. 23 the position of the boundary was not clearly marked as he reluctantly accepted. It was marked only by some strands of wire and some concrete posts which he removed. There was no picket fence at the time of the purchase. I have no doubt that he believed (doing the best he could) that he was constructing the extension, in accordance with the terms of the planning permission, not less than 30 cm from the boundary. However, I have reached the conclusion that there was a considerable degree of imprecision in his measurement as a consequence of the imprecise position of the boundary and that he was mistaken in his belief.
- 5.10. I also conclude, consistently with that conclusion, that the gap between the fence and the garage was not actually as great as the Respondents contend. One of the purposes of the fence, they said, was to offer them security. They were concerned, because No. 21 had been left vacant and had been squatted, about securing their boundaries. That purpose would not have been achieved by leaving a 30 cm gap between the fence and the garage wall. This fact, as well as the absurd conclusion as to the position of the boundary to the rear which would result if the Respondents' datums were accepted, tells strongly against the conclusion for which the Respondents contend.

6. Conclusions

- 6.1. My conclusions are therefore as follows:
 - 6.1.1. Although there is an element of artificiality in Mr Rickman's methodology for achieving his starting point, the fit with the brick pillars at the north eastern corners of the boundaries between No's. 19 and 21, No's. 21 and 23 and No's. 23 and 25 is striking.
 - 6.1.2. When that is combined with the fit along the western and southern boundaries of No 23 and, most compellingly, with the various boundary features along the disputed boundary as identified by Mr Tudor, a strong case for the line shown in the Application Plan is made.

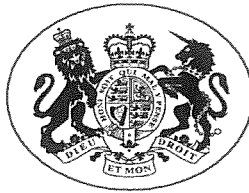


- 6.1.3. The parties agree and I conclude that it is likely that the eastern face of the Pillar is a boundary marker, if not since the first division of the titles then for a considerable period. It has been reconstructed though, so there is a possibility that it was not erected in precisely the correct position. This would account for the 1” discrepancy in the measurement made by Mr Rickman. I find, on the balance of probabilities, that the correct starting point for the boundary is Mr Rickman’s point G.
- 6.1.4. If that is correct, and as I have said there is a difference of only 1” between the parties in this regard, it is unlikely in my judgment that Mr Browne would have constructed his extension and path as he did with the boundary passing only 49cm of the corner of his extension. If the Blundens’ fence had been attached to a fence post 30 cm from the corner of their extension, as they claim, Mr Browne would have been fully aware of the restriction of access to the rear of his property to which he would be subjecting himself and would have amended the construction of his extension accordingly. It is not suggested that Mr Browne removed the fence before he erected his extension only afterwards when he was finishing off the driveway.
- 6.1.5. For these reasons, I am satisfied on the balance of probabilities that the boundary passes in a straight line from point G to point J as shown on Mr Rickman’s plan. This line is consistent with the original conveyance of the plot which is now known as No. 23 and with the boundary features which have been erected by the owners of No. 23 over the years as Mr Rickman’s plans show.
- 6.2. I shall therefore direct the Chief Land Registrar to give effect to the Applicants’ application as if the Respondents’ objection had not been made.
- 6.3. Since costs incurred in proceedings before the Tribunal generally ‘follow the event’, I am minded to order that the Respondents pay the Applicants’ costs to be assessed if not agreed but I will give the parties permission to file written submissions in that regard and I will also extend time for applying for permission to appeal until the incidence of the costs of these proceedings has been determined.

ORDER

IT IS ORDERED THAT:

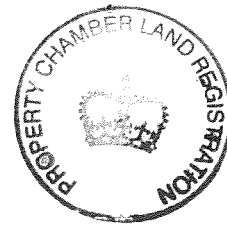
1. The Chief Land Registrar give effect to the Applicants’ application as if the Respondents’ objection had not been made.



2. The Respondents have permission to make such submissions as they see fit in relation to the incidence of the costs of this reference by 5 pm on 13 March 2018.
3. The Applicants have permission to respond to any such submissions made by 5 pm on 27 March 2018.
4. Time for the parties to apply for permission to appeal against this decision is extended to 28 days after the date of the Tribunal's decision as to the incidence of the costs of this reference.

Dated this Tuesday 20 February 2018

Max Thorowgood



BY ORDER OF THE TRIBUNAL