

[2018] UKFTT 212 (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 2017/0168
BETWEEN**

WARRINGTON BOROUGH COUNCIL

Applicant

and

EYSIS LIMITED

Respondent

**Property Address: 765 Knutsford Road and Land to the east of Knutsford Road,
Latchford**

Title number: CH222242

ORDER

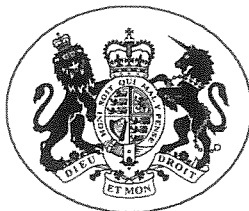
**The Chief Land Registrar is ordered to give effect to the application dated 20 October
2016**

BY ORDER OF THE TRIBUNAL

Ann McAllister



Dated this 7th day of March 2018



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Title number: CH222242

**Before: Judge McAllister
Alfred Place, London
12th and 13th February 2018**

Representation: The Applicant was represented by Rebecca Ackerley of Counsel instructed by Forshaws Davies Ridgway LLP. The Respondents appeared through the directors, Mr and Mrs Barratt.

DECISION

Introduction

1. Eysis Limited ('the Company') is the registered owner of property in title number CH222242. The land in this title and other titles was bought at auction by the

Company on 4 December 2008 and transferred to the Company on 9 January 2009. I will refer to all the land purchased as 'the Land'.

2. The Land is split by the railway viaduct and consists of land to the north of the viaduct, comprising a retail unit, and a small area of land to the south of the viaduct, which is let to JC Decaux by the Applicant ('the Council') for the purpose of advertising hoarding ('the Disputed Land'). The Disputed Land forms part of title CH222242. It is described in the property register as 'land to east side of Knutsford Road, Latchford'.
3. By an application dated 20 October 2016 the Council applied to alter title CH222242 pursuant to paragraph 5(a) of Schedule 4 to the Land Registration Act 2002 ('the Act') on the grounds that, on a true construction of the transfer dated 9 January 2009 ('the Transfer') the Disputed Land was not transferred to the Company. In the alternative the Council seeks rectification of the Transfer and, if appropriate, the contract of sale dated 4 December 2008 ('the Contract') pursuant to section 108(2) of the Act.
4. The matter was referred to the Tribunal on 10 February 2017.
5. For the reasons set out below I will order the Chief Land Registrar to alter the title so to omit the reference to 'land to the east side of Knutsford Road, Latchford' and to amend the title plan to omit this, the Disputed Land.
6. I do not consider that it is necessary to rectify the TR1, nor the Contract. In my judgment it is plain, on a proper construction of the both the Contract and the TRI, that the Disputed Land was omitted from the sale.

Titles to the Land

7. The Land to the north of the viaduct is at the junction of Kingsway South and Knutsford Road. It now comprises one single unit measuring approximately 146 square metres. It was let by the Council to Robert Foden Estates Limited by a lease dated 7 April 2003 ('the Foden Lease') for a term of 10 years. The front of the shop faces the roads; the rear forms part of the railway embankment. In return for works of

refurbishment (converting three shops into one, due to be completed within 12 months of the grant of the lease) the rent commencement date was 7 April 2011 giving the tenant 8 years rent free. The rent is now £6,000 per annum.

8. Title to the Land (both to the north and south of the viaduct) is divided into three parts. The most northern part (known as 1A/1B Kingsway South) is registered with a leasehold title (CH99608). The lease is for 99 years from September 1938. The lease was, until the sale to the Company, vested in Cheshire County Council (the Council are the statutory successors in title). The freehold title to this part of the land is unregistered. The Council derives its title from a conveyance dated May 1938 between the London Midland and Scottish Railway Company and the County Borough of Warrington.
9. The middle section is 763 Knutsford Road. This is registered with title LA132729. The most southerly section comprises both 765 Knutsford Road and land described as 'land to the east of Knutsford Road' (the Disputed Land). This is registered with title CH222242. The Disputed Land (also known also as 767 Knutsford Road) has been let on a series of licences to JC Decaux for the purpose of an advertising hoarding by the Council.

Background and evidence

10. I heard evidence from Sera Jones, a legal executive with Forshaw Davies Ridgway LLP ('FRD') whose firm was instructed by the Council on the sale of the Land and other land; Mr Colm Gaughran, the principal lawyer in the Council's property team and Phillip Barratt on behalf of the Company. I have also considered the extensive documentation in this case. The essential chronology is as follows.
11. On 6 October 2008 instructions were prepared by the Council in relation to a sale by auction of the property described as '763/765 Knutsford Road and 1A/1B Kingsway South, Latchford, Warrington'. (Lot 52). Ms Jones was duly instructed in relation to this sale and 11 other lots to be sold at auction on 4 December 2008. Plans in respect of all the lots were sent to Ms Jones on 13 October 2008. In relation to Plot 52, Ms

Jones applied to Land Registry for a search of the index map of the land edged red on the plan attached. This plan ('the Plan') shows only the land to the north of the viaduct, and omits the Disputed Land.

12. FDR sent the auctioneers (Pugh & Co) an auction pack in relation to Lot 52 by a number of emails. The check list used by Ms Jones shows that she also sent the Plan. On 26 November 2008 the legal packs for all the lots (including Lot 52) were sent in hard copy form to Pugh & Co.
13. The auction pack was made available by Pugh & Co on their website. It is the Company's case that four of these documents were available on the day before the auction (3 December 2008) and the fifth was made available on the day of the auction.
14. Mr and Mrs Barratt's evidence is that they downloaded the documents in the order set out in their Statement of Case namely (i) the Contract, (ii) the official certificate of the search of the index map (which map excludes the Disputed Land) (iii) standard replies to inquiries before contract (iv) the energy performance certificate for the shops comprised in title CH222242 and (v) the lease between the Council and Robert Foden Estates of the three shops to the north of the railway viaduct.
15. The property to be sold was described on the face of the Contract as Lot No 052, 763 Knutsford Road and 1a/1b Kingsway South, Latchford. I have seen the original of the Contract which includes the Sale Memorandum dated 4 December 2008. The purchase price was £59,000; the deposit paid was £5,900. The memorandum recited that the seller agreed to sell and the buyer agreed to buy Lot 52 (and address recited) for the auction price. The agreement was subject to the General Conditions printed in the auction brochure and any Special Conditions and addendum attached thereto.
16. Clause 1.1 of the Special Conditions headed Contract headed 'Particulars' contains a brief description of the property. This states: '*763/765 Knutsford Road and 1A/1B Kingsway South, Latchford, Warrington WA4 1JY shown edged red on the plan annexed hereto*' ('the Plan').

17. The Contract further describes the title to be sold at clause 1.5. This breaks down into four parts: a) unregistered land referred to in a conveyance dated 25 May 1938 b) a registered leasehold title relating to 1A/1B Kingsway South c) a registered freehold title registered with title number CH222242 relating to 765 Knutsford Road and d) a registered title relating to 763 Knutsford Road.

18. In short, both the Plan, and the description in clause 1.5 make it clear that the land to be sold was only the land to the north of the viaduct and not the Disputed Land. The tenancy/schedule of leases at the end of the Contract refers only to the Foden lease. There is no mention of the JC Decaux licence.

19. The Company's case is that the Plan was not attached to the Contract. A copy of the Plan, they say, formed part of the Standard Replies to Enquiries before Contract relating to the schedule of works carried out to the three shops which together make up 1A Kingsway South and 763 and 765 Knutsford Road. This was one of the documents downloaded by Mr and Mrs Barratt prior to the auction.

20. The Company also relies on clause 1.14 headed 'Exclusions from Sale' – N/A.' It is said that this means that none of the land in title CH222242 was excluded. Ms Jones was correct in stating that this provision refers to fixtures and fittings, and cannot be read as qualifying in any way the extent of the land to be sold.

21. The documents sent to Mr and Mrs Barratt and forming part of the Contract pack also included a photograph and description of Lot 52. The property was described as single storey retail premises. A photograph is shown of the retail premises. The particulars also stated that the premises were let on a 10 year lease beginning on 7 April 2003 at an annual rent of £6,000 and that the tenant, R Foden Estates Ltd, had been granted an 8 year rent free period in lieu of carrying out the works of repair and conversion. The lease was the final document downloaded by Mr and Mrs Barratt on the day of the auction.

22. On 5 December 2008 Pugh & Co wrote to Ms Jones informing her that Lot 52 had been sold for £59,000, and a 10% deposit had been taken. The signed memorandum

was enclosed. The writer also confirmed that all the legal documentation sent to Pugh & Co had been forwarded to the purchaser.

23. On 8 December 2008 Ms Jones wrote to JMW solicitors, who had been instructed by the Company, asking for a draft transfer and stating that the date for completion was 9 January 2009. The letter also included a schedule of documents which JMW should have received from the auctioneers. The first item on the schedule was the special conditions, and the second the Plan.
24. On 19 December 2008 JMW sent a TRI in duplicate for approval. As part only of CH22242 was to be sold, this should have been a TP1. The title numbers were given as the three set out above. The property was described as: *' 763/765 Knutsford Road and 1A/1B Kingsway South Warrington as comprised in the above title numbers together with the land referred to in a conveyance dated 25th May 1938..... formerly known as land at the corner of Forest Street and Knutsford Road and now known as 1A/1B Kingsway South. '*
25. On 22 December 2008 FDR sent the amended TRI back to JMW. Importantly, the following words were added to the description of the property set out above: *'and shown red on the plan attached hereto'*. The plan attached was the Plan.
26. The amendments were duly made. The Transfer signed by Mr and Mrs Barratt on behalf of the Company was sent to FDR on 8 January 2009. Mr and Mrs Barratt also signed the Plan.
27. The Company was registered as proprietor of the whole of title CH222242 on 28 January 2009.
28. The Council were notified by JC Decaux in October 2013 that the Company was seeking to recover monies under the licence agreement. Prior to that date the Council had continued to demand and receive rent from JC Decaux. JMW (who have accepted, it seems, that a TP1 form should have been used rather than a TR1) wrote to their clients asking if they were willing to agree to transfer back the Disputed Land. The Company refused.

29. In a letter dated 18 July 2014 Mrs Barratt stated they had contacted Ms Jones prior to the auction to confirm that all three registered titles were being sold in their entirety. Ms Jones accepts that there was phone call. She made a very brief note, stating only Mr Barratt's name, Lot 52 and 765 and a reference to the railway bridge. Mr Barratt's witness statement dated 13 August 2017 states that he rang Ms Jones between 16.20 and 16.30 on 3 December 2008 and gave a detailed recollection of the conversation. He asked specifically whether he was correct in understanding that the land to be sold included the unregistered land and the entirety of the land in the three titles. The answer to this and other questions was, simply, 'Yes'.
30. Ms Jones does not accept his version of events. She had no specific recollection of this telephone call, but Ms Jones stated that she would never have given an immediate 'Yes' or 'No' answer, particularly given the fact that the titles to the Land were not entirely straightforward. She was fully aware that only part of CH222242 was to be sold, and would never have contradicted her instructions without more. As she said, lawyers rarely give unequivocal answers to questions of this sort without at the very least looking at the file. If the conversation had raised specific points, she would have made a better note.
31. I fully accept Ms Jones' evidence on this point. Mr Barratt only made a written note of the conversation 9 years after the event (or 8 years if, as he says, he first made a note in 2016). Clause 11.1 of the Special Conditions specifically provides that a buyer may be able to rely on any statement or representation made by the seller's solicitors in any written reply to any inquiry: it is therefore all the more surprising that he did not ask for confirmation in writing of the assurance, as he believed it to be, that the entirety of title CH222242 was included in the sale. It also seems to me improbable that he could recall the time of the phone call some 8 or 9 years later.
32. Ms Jones stated that she took care to check that the correct plan had been attached to the Transfer and that the description of the property to be sold was correct. Neither she, nor JMW, nor Mr Gaughan, nor the Land Registry noticed that as only a sale of part of CH222242 was taking place, a TP1 should have been used.

33. Mr Gaughan confirmed that the instructions sent to FDR included the Plan. He was clear that part of title CH222242 was to be excluded. The Council had been involved in a large scale disposal programme. A number of auctions were taking place around that time, many involving a number of individual lots. He would always check the plan, but he accepts that he failed to notice that the Transfer was in form TRI instead of TPI.
34. Mr Barratt, on behalf of the Company, stated that he and his wife had inspected the land referred to as Lot 52 on 29 November 2008. They had the auction catalogue, and had a general walk around. They thought they were only buying the retail premises (the land to the north of the viaduct) until they received the auction pack.
35. He confirmed that he downloaded the documents in the order in which they were on uploaded. Asked about the plans in the pack, he stated that the Plan in the pack was not outlined in red. It was in the pack, but only as part of the schedule of works PDF. He also stated that the Plan was not part of the Contract.
36. He was not able, in evidence, to explain satisfactorily what he understood by clause 1.1 of the Special Conditions to the Contract, nor, why, if he believed he was buying the entirety of title number CH222242, he rang Ms Jones on 3 December 2008, nor why he felt constrained, as he claimed, by clause 11.1.1 of the Contract.
37. Mr Barratt also stated that all that he was given at the auction to sign was the memorandum of sale and that the Contract was not bound, as it is now, when he signed.
38. Asked about the TR1 he was again unable to explain satisfactorily why he and his wife signed the Plan if, as he claims, he believed by then that he was buying the entirety of the land within the title (notwithstanding the verbal description, which omits any reference to the Disputed Land).
39. It was also pointed out to him that no inquiries were made by his solicitors regarding the hoarding licence, and that he did not demand rent from JC Decaux until April 2013. His answer to this, which I found hard to follow, was that he believed (having

been told, it seems, by Mr Faddon) that the land to the south formed part of the lease of the shop premises and that there was nothing to be done until that lease came to an end.

Analysis and conclusion

40. The application is an application to alter title number CH22242 pursuant to paragraph 5(a) of Schedule 4 to the Act so as to remove the Disputed Land from the register and the title plan. This is the correct application to make. Land Registry accept that there is an ambiguity in the register. A mistake can include an error on the part of the parties or the Land Registry, even if the mistake was not obvious at the time (*Isaaks v Charlton Triangle Homes Ltd [2015] EWHC 2611*).
41. The question for me to decide is whether the register reflects the terms of the Transfer. The fact that the wrong form was used (a TR1 instead of a TP1) is not determinative: the question is what was transferred as a matter of construction of the Transfer.
42. Clause 2 of the Transfer describes the Land verbally by reference to the address of the Land; by reference to the title numbers, and finally by reference to the Plan. In so far as there is ambiguity in this description, the question arises whether the verbal description and Plan should prevail over the reference to title CH222242.
43. The courts have long accepted that extrinsic evidence is admissible as an aid to construing parcels in appropriate cases (see *Alan Wibberley Building Limited v Insley [1999] 12 WLR 894*, *Liquat Ali v Robert Lane [2006] EWCA Civ 1532*, *Pennock v Hodgson [2010] EWCA Civ 873* and *Dixon v Hodgson [2012] All ER D (162)*).
44. A useful approach is to ask, having regard to the surrounding circumstances, the lay out of the land, the language of the conveyance, and the representation in the plan, what would a reasonable person believe they were buying? The test is an objective one.
45. The Company's case, as I understand it, is that the Council did not intend to exclude the Land from the sale. As I have said, the correct approach is to look at all the

relevant material objectively. In any event, I fully accept the evidence given on behalf of the Council that the Disputed Land was to be excluded. It is entirely separate from the remainder of the Land (which, as stated above, comprises one retail unit.) It was let under licence to JC Decaux.

46. It is also the Company's case that the memorandum of sale signed at the auction (the Contract) differs from the Transfer, or, at the very least, that the Transfer should be read in the light of what was, on its case, agreed.

47. In my judgement, and notwithstanding the reference to title CH222242 in the Transfer, it is clear beyond any doubt that the property transferred was accurately described as '763/765 Knutsford Road and 1A/1B Kingsway South' (the land to the north of the viaduct) as shown edged red on the plan annexed to the Transfer and signed by Mr and Mrs Barratt. The reference to the title number (CH222242) must be read in the light of the description of the property and the plan. In short, the Plan and the corresponding verbal description prevail over the reference to the title number.

48. If, as I find, the Transfer does not convey the Disputed Land, the fact that they believed to have entered, or indeed entered into, a different contract is immaterial. There is no application by the Company to rectify the Transfer, and any such application would be bound to fail.

49. In any event the question of whether or not there was a mistake in the Contract must also be approached objectively. There are instances, of course, where the parties are at cross purposes: the vendor may believe he is selling, for instance, a house only, and the purchaser may believe he is buying a house and a garden. In those cases, if the parties are really at cross purposes, no specific performance of the Contract will be ordered. But the court or tribunal is not concerned with the subjective intention of the parties. Thus, for example, in *Tamplin v James* (1880) 15 Ch. D 215, property described by reference to a plan was bought at auction, the purchaser mistakenly believing that a garden plot was included. He was held to be bound by the contract.

50. Looking at the matter objectively, the following factors are to my mind relevant both to the construction of the Contract (and the Transfer, if it become necessary to consider extrinsic evidence):

- (a) the material sent in the auction pack to Pugh & Co and made available to the buyers. The Plan was included in this pack. It could not be read as a plan relating only to the works done to the retail unit. This Plan matches the index map;
- (b) The photograph of the retail premises;
- (c) The Foden Lease and plan attached;
- (d) The absence of the JC Decaux licence;
- (e) The site visit paid by Mr and Mrs Barratt before the auction.

51. It is also relevant, in my judgment, to look at the conduct of the parties after the Transfer. The Council continued to accept JC Decaux's licence fee. The Company took no steps to demand a licence fee from JC Decaux for four years.

52. I have dealt with the telephone call on 3 December 2008 above. It seems to me that Mr Barratt is misremembering what was said on that occasion.

53. Finally, I need to consider the provisions of paragraph 6(2) and (3) of Schedule 4 to the Act. The Company is not physically in possession of the Disputed Land. Nor, in my judgment, can it be said that the Company is in possession by virtue of section 131(2) of the Act by virtue of being in a licensor licensee relationship with JC Decaux. There is no such relationship. Merely having asked JC Decaux to pay the licence fee to the Company is not sufficient to create such a relationship in circumstances where there is an issue as to who owns the Disputed Land.

54. The question is therefore whether there are exceptional circumstances which justify not making the alteration sought by the Council, In my judgment the answer is clearly no. There is a mistake on the register which needs to be corrected. There is nothing which the Company can point to which would lead to a different conclusion.

55. If I am wrong on this, and paragraph 6(2) comes into play, it seems to me clear that the Company has, by lack of proper care, contributed to the mistake (by allowing the registration of the entire disputed title) and that, in any event, it would be unjust in all the circumstances of this case for the alteration not to be made.

Costs

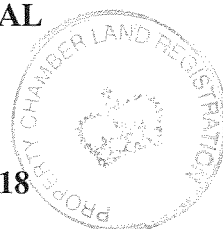
56. As the successful party the Council is in principle entitled to its costs since the date of the reference. I have seen a schedule claiming a total of some £12,600. The Company can of course raise any objections or make any representations regarding either whether the Council should be entitled to its costs as a matter of principle, or regarding the amount claimed.

57. Any such representations or objections should be sent to the Tribunal and the Council by 23 March 2018. The Council may reply within 14 days of receipt. I will then make such order as is appropriate on paper, without the need for a further hearing.

BY ORDER OF THE TRIBUNAL

Ann McAllister

Dated this 7th day of March 2018



INFORMATION ON CHALLENGING DECISIONS IN LAND REGISTRATION CASES

Application of this leaflet

This leaflet sets out how to challenge a decision of the Property Chamber, First-tier Tribunal ('the First-tier Tribunal') in Land Registration cases. Different procedures may apply to other types of case, which are not covered in this leaflet.

References in this leaflet to Rules are to the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013¹ unless stated.

Directions which do not dispose of all or part of the proceedings

You can apply to the First-tier Tribunal to amend, suspend or set aside a direction². Any such application must be made either in writing³ or orally during the course of a hearing⁴ and, in either case, must give reasons for the application⁵.

Setting aside a decision which does dispose of all or part of the proceedings

N.B. For Reinstatement following a strike out or withdrawal please see the next sub-heading.

The First-tier Tribunal can set aside its own decision, but only if it is satisfied that it is in the interests of justice to do so⁶ and one or more of the following applies⁷:-

- (a) a document relating to the proceedings was not sent to, or was not received at an appropriate time by, a party or their representative;
- (b) a document relating to the proceedings was not sent to or was not received by the First-tier Tribunal at an appropriate time;
- (c) a party, or a party's representative, was not present at a hearing related to the proceedings; or
- (d) there has been some other procedural irregularity in the proceedings.

Any application to set aside a decision must be in writing⁸, give reasons and must be received within 28 days for the date the First-tier Tribunal sent notice of its decision (or, if later, the reasons for its decision) to you.⁹ The Tribunal has discretion as to whether or not to set aside its proceedings even if any of (a) – (d) above apply.

Reinstatement following strike out or withdrawal

¹ Statutory Instrument 2013 no. 1169

² Rule 6(2)

³ Rule 7(2)(a)

⁴ Rule 7(2)(b)

⁵ Rule 7(3)

⁶ Rule 51(1)(a)

⁷ Rule 51(2)

⁸ Rule 51(3)

⁹ Rule 51(3) (a) and (b).

The First-tier Tribunal can reinstate proceedings before it¹⁰ but only if either:-

- (a) the Tribunal has struck out¹¹ the proceedings. Any application to reinstate should be made within 28 days of the Tribunal sending notification of the strike out¹²; or
- (b) you¹³ or one or more of the other parties¹⁴ has withdrawn. Any application to reinstate must be received by the Tribunal within 28 days¹⁵ of whichever one of the following is applicable-
 - (i) the hearing at which you withdrew; or
 - (ii) the date the Tribunal received your notice of withdrawal; or
 - (iii) within 28 days of you receiving notification of another party's withdrawal

Any application for reinstatement must be in writing, and give reasons. The Tribunal has discretion as to whether to reinstate following a strike out or withdrawal.

Appealing against a decision

You cannot appeal against a decision of the First-tier Tribunal to¹⁶:-

- (i) review, or not to review, one of its own decisions¹⁷
- (ii) take no action, or not to take a particular action¹⁸, in light of a review of one of its own decisions
- (iii) set aside one of its own decisions¹⁹

You also cannot appeal against a decision of the First-tier Tribunal if the First-tier Tribunal has already set aside²⁰ that decision

You can appeal against other decisions of the First-tier Tribunal in a Land Registration Case to the Upper Tribunal, Tax and Chancery Chamber on questions of both law²¹ and fact²², subject to obtaining permission to appeal (see below).

Permission to appeal

¹⁰ Rules 9(5) (applicant) and 9(7) & 9(7)(b) (respondent)

¹¹ Under one or more of rules 9(3)(a)-(e)

¹² Rule 9(6)

¹³ Rule 22(5)

¹⁴ Rule 22(8)

¹⁵ Rule 22(6) (a) and (b)

¹⁶ Section 11(5)(d)(i)-(iii) Tribunals Courts and Enforcement Act 2007

¹⁷ Under rule 53

¹⁸ Under rule 55

¹⁹ Under rule 51

²⁰ Under rule 51

²¹ Section 11 Tribunals, Courts and Enforcement Act 2007

²² Section 111(1) Land Registration Act 2002

You cannot appeal without permission²³. If you want permission to appeal, you must ask the First-tier Tribunal first. You cannot apply to the Upper Tribunal for permission to appeal unless the First-tier Tribunal has already refused you permission²⁴.

Permission from the First-tier Tribunal

An application to the First-tier Tribunal for permission to appeal should be in writing²⁵ and²⁶

- (a) identify the decision you wish to appeal against;
- (b) give the grounds of your appeal; and
- (c) state the result you are seeking.

The application must be received by the First-tier Tribunal within 28 days of the latest of the dates that the First-tier Tribunal sent you²⁷:-

- (a) written reasons for the decision;
- (b) any amended reasons for, or any correction to, the decision; or
- (c) notification that any application to the First-tier Tribunal to set aside its own decision²⁸ has been unsuccessful.

The First-tier Tribunal will then consider whether to review its own decision²⁹ (which it will do only if satisfied that one or more grounds of appeal is likely to be made out³⁰) and, if not, whether to give permission to appeal³¹. The First-tier Tribunal may allow other parties to make representations or objections at any stage.

Permission from the Upper Tribunal, Tax and Chancery Chamber

If (but only if³²) the First-tier Tribunal refuses permission you can make a further application for permission to the Upper Tribunal, Tax and Chancery Chamber³³.

The application must be in writing and must be received by the Upper Tribunal within 1 month of the date the First-tier Tribunal sent its decision refusing permission to appeal³⁴.

Stay of the First-tier Tribunal's order

²³Sections 11(3) Tribunals, Courts and Enforcement Act 2007 and 111(2C) Land Registration Act 2002 (the latter inserted by paragraph 231 in Part 3 of Schedule 1 to the Transfer of Tribunals Functions Order 2013, Statutory Instrument 2013 no. 1036)

²⁴ Rule 21(2) Tribunal Procedure (Upper Tribunal) Rules 2008, Statutory Instrument 2008 no. 2698

²⁵ Rule 52(1)

²⁶ Rule 52(5)

²⁷ Rule 52(2)

²⁸ Under rule 51

²⁹ Rule 53(1)

³⁰ Rule 55(1)(b)

³¹ Rule 53(2)

³² See note 24 above

³³ See notes 21-23 above

³⁴ Rule 21(3)(b) Tribunal Procedure (Upper Tribunal) Rules 2008, Statutory Instrument 2008 no. 2698

If you want a stay of the First-tier Tribunal's order (i.e. you want to prevent it taking effect until your appeal is decided) you should apply **expressly** for a stay at the same time as you apply for permission to appeal³⁵, giving reasons³⁶. A stay is **not** automatic even if permission to appeal is granted.

Notifying the Land Registry of an application for a stay

If, **but only if**, the order you want to appeal against is **expressly** directed to the Chief Land Registrar, **you should also notify the Land Registry immediately of your intention to appeal and to ask for a stay**. The Land Registry may implement the order at any time unless there an express order from the First-tier Tribunal preventing them from doing so.

Contacting the Upper Tribunal Tax and Chancery Chamber

Further guidance on the Upper Tribunal, Tax and Chancery Chamber's procedures can be obtained from

Upper Tribunal Tax and Chancery Chamber
5th Floor Roll Building
7 Rolls Building, Fetter Lane
London
EC4A 1NL
DX160042 Strand 4

Telephone: TBC Fax: TBC

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³⁵ Rule 54(1)

³⁶ Rule 54(2)

