

REF/2018/0349

PROPERTY CHAMBER LAND REGISTRATION
FIRST TIER TRIBUNAL
IN THE MATTER OF A REFERENCE FROM THE LAND REGISTRY
UNDER THE LAND REGISTRATION ACT 2002

BETWEEN

RONALD IAN MILLS (1)
CAROL HARRIS (2)

APPLICANTS

and

RUKHSANA KOSAR

RESPONDENT

Property Address: Land lying to the south of 9 Pinfold Street, Darleston, West
Midlands

Title Number MM93823

Before Judge Beasley

Sitting at Birmingham Employment Tribunals, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Hearing On: 15 March 2019

Applicants' Representation: Mr David Griffiths, Counsel

Respondent's Representation: Mr Shamsur Rehman, an Employee at Crown Gate
Law Solicitors

DECISION

KEYWORDS – Claim for Adverse possession of land pursuant to paragraph 5(4) of Schedule 6 of the Land Registration Act 2002 – whether possession of the land was with consent and whether the applicants reasonably believed that they owned the land prior to the making of their application

CASES REFERRED TO:

JA Pye (Oxford) Ltd v Graham [2003] 1 AC 419, Powell v McFarlane (1977) 38 P&CR 452, Food Converters Limited, Thomas Osborne Rothschild v Peter Terence Newell, Marilyn Constance Diane Newell [2018] EWHC 926, Zarb v Parry [2011] EWCA Civ 1306

Background

1. The Applicants were the registered proprietors of land within title numbers WM692480 and WM487935, being land known as 265 Darlaston Road, Darlaston, West Midlands, WS10 7TG. The Applicants had purchased their land in two parts. The main parcel of land within title number WM487935 was purchased on 30 May 1997, with the Applicants becoming registered proprietors on 29 July 1997. Adjoining land within title number WM692480 was purchased by the Applicants on 8 January 1999, and they became the registered proprietors of this parcel of land on 9 February 1999.
2. The land which is subject to this dispute between the Applicants and the Respondent lies to the south of 9 Pinfold Street, Wednesbury, WS10 8SY ("9 Pinfold Street"), and has been given the provisional title number MM93823 by the Land Registry ("the Disputed Land"). The Disputed Land is a strip of open land which is broadly rectangular in shape, and represents in simple terms about half of the land which is comprised in title number WM278260. It is situated adjacent to both of the Applicants' parcels of land, but mainly to the land within title number WM692480.
3. The Respondent is the current registered proprietor of 9 Pinfold Street, which is registered under title number WM278260. The Respondent purchased 9 Pinfold Street on 27 July 2016 from the previous owner, Mr Mehboob Sultan. The Respondent became the registered proprietor of 9 Pinfold Street on 8 August 2016.
4. 9 Pinfold Street is a "mixed use" property with a commercial food outlet on the ground floor and a residential flat on the first floor. The Disputed Land is shown in the filed title plan to title number WM278260 as being part of the land within this title.
5. The Respondent herself has never resided at 9 Pinfold Street, but the residential flat has been occupied by her agent and family relative, Mr Muhammad Naeem Akhtar, and his family. Mr Akhtar runs the business from 9 Pinfold Street.

The Application made by the Applicants dated 28 September 2017

6. The Applicants applied in Form ADV1 ("the Application") under section 97 and paragraph 1 of Schedule 6 to the Land Registration Act 2002 ("the 2002 Act") to be registered as proprietors of the Disputed Land. The Applicants claim to have been in

exclusive possession of the Disputed Land since 8 January 1999 (being the date when they purchased the second parcel of land).

7. Notification of the Application under paragraph 1 of Schedule 6 of the 2002 Act was given to the Respondent. The Respondent required the registrar to deal with the Application under paragraph 5 of Schedule 6. The Applicants claim to have met the third condition at paragraph 5(4) of Schedule 6. The Respondent disputes that this condition has been met.
8. The Application was in fact the second application which the Applicants had lodged at the Land Registry to be registered as the proprietor of the Disputed Land. They had made a previous application dated 22 May 2017 by way of form FR1, which the Land Registry had rejected on the basis that this was the incorrect form as the Disputed Land was registered land, and form FR1 relates to claims for adverse possession of unregistered land.

The Applicants' Case

9. The Applicants' case is that from 8 January 1999, when they purchased the second of the two parcels of land, they treated the Disputed Land as if they owned it, which they believed they did. The Disputed Land was combined with the land which was in their own registered titles, and all the land was used for their business of the wholesale, retail and online sale of car parts. There was no physical separation of the Disputed Land from the remainder of their own land. In fact there was a wooden fence at the rear of 9 Pinfold Street which excluded the Disputed Land from 9 Pinfold Street and left it open to inclusion within the Applicants' own land. The Applicants assert that when the Respondent purchased her property, the wooden fence was removed and replaced along exactly the same line with a breeze-block. The Applicants claim that the Disputed Land had always been treated as part of their land for the outdoor storage of stock for their car business.
10. The Applicants therefore seek to be the registered proprietor of the Disputed Land on the basis that since 8 January 1999 they have had exclusive and uninterrupted possession of the Disputed Land, without any consent from any owner of 9 Pinfold Street, and that they reasonably and genuinely believed that the Disputed Land belonged to them.

The Respondent's Case

11. The Respondent claims that it is not reasonable for the Applicants to have believed that the Disputed Land belonged to them. Furthermore the Respondent claims that the Applicants had her consent, and also that of her predecessor in title, to use the Disputed Land for storage purposes, and additionally, that the occupiers of 9 Pinfold Street accessed the Disputed Land and used it for themselves.

The Issues

12. The list of issues was not agreed between the parties but is as follows:-
 - a. Have the Applicants been in adverse possession of the Disputed Land for 10 years prior to making their Application on 28 September 2017?
 - b. Have the Applicants been in factual possession of the Disputed Land for a period in excess of ten years prior to making their Application?
 - i. What physical acts of possession are established?
 - ii. Have the Applicants exercised such possession without challenge or consent? Did the Respondent, or her predecessor in title, give the Applicants permission to use the Disputed Land and/or was there any verbal agreement to this effect?
 - c. Have the Applicants proved the necessary intention to possess the Disputed Land?
 - d. What improvements did the Respondent carry out to the Disputed Land and/or what use did the Respondent make of the Disputed Land after she purchased 9 Pinfold Street on 27 July 2016, and how did any such improvements and/or use affect the Applicants' claim for adverse possession of the Disputed Land?
 - e. Did the Applicants reasonably believe throughout the 10 year period prior to the making of their Application that they owned the Disputed Land.

The Hearing

13. The Application came on for hearing on 15 March 2019. There was no site inspection. Those witnesses who gave oral evidence took the oath or affirmed and were cross-examined by the opposite party. All witnesses confirmed that their written evidence was true when signed, and remained true.
14. The First Applicant, Mr Mills, gave evidence on his own behalf. His evidence had been set out in his Statutory Declaration dated 24 April 2017, his Statement of Case dated 25 May 2018 and his witness statement dated 26 September 2018. Mr Mills was a credible witness. Although he changed his evidence on the issue of whether the Respondent had placed two skips on the Applicants' land, this seemed to arise from confusion rather than any deliberate attempt to mislead anyone.
15. The Second Applicant, Carol Harris, gave evidence on her behalf. Her evidence was also set out in her witness statement dated 26 September 2018. Her evidence was limited to confirming Mr Mills' evidence, but she appeared to be a credible witness.
16. Mr Shane Crawford also gave evidence for the Applicants, and his witness statement was dated 26 September 2018. He is a practising barrister and an entirely credible witness. His evidence corroborated some of the evidence given by the Applicants.
17. The Applicants had served two further witness statements, one from Mr Kanti Patel dated 26 September 2018 and the other from Mr Karam Singh dated 24 September 2018, but neither of these witnesses appeared at the hearing and were not called to give their evidence. Their evidence was not advanced or relied on during the hearing.
18. For the Respondent, she gave evidence on her own behalf and as set out in her statutory declaration dated 18 January 2018; her statement of case dated 26 February 2018 and her witness statement dated 26 September 2018. For the reasons set out later on in this decision, the entirety of her evidence was not to be believed, and as such I did not find her to be a wholly satisfactory witness.
19. Mr Muhammad Naeem Akhtar also gave evidence for the Respondent, and he served a witness statement dated 26 September 2018. For the reasons set out later

on in this decision, the entirety of his evidence was not to be believed, and as such I did not find him to be a wholly satisfactory witness.

The Witnesses

20. Mr Mills said that from 8 January 1999, when they purchased the second of the two parcels of land as registered with title number WM692480, both he and his business partner Ms Harris treated the Disputed Land as their own property, which they combined with their own land to use for their business of the wholesale, retail and online sale of car parts. He said that in January 1999 there was no physical separation of the Disputed Land from the remainder of their own land. Mr Mills said that he thought that the Disputed Land was part of his land within title number WM692480. He said that he had cleared and levelled the land within the Disputed Land, and laid aggregate on it in order to store cars on the Disputed Land.
21. In January 1999, Mr Mills described how there was a wooden fence at the rear of 9 Pinfold Street which excluded the Disputed Land from 9 Pinfold Street, and left it open to inclusion within the Applicants' own land. Mr Mills gave evidence that they used the Disputed Land as their own from the date they purchased the second parcel of land in January 1999 all the way up to the time the Application was made in September 2017 (for over 18 years). The Applicants claim that since 8 January 1999 they have been in exclusive and uninterrupted possession of the Disputed Land, and that they reasonably and genuinely believed that the Disputed Land belonged to them.
22. Mr Mills pointed out that after the Respondent purchased 9 Pinfold Street in July 2016, the wooden fence was removed by someone acting on her behalf, and it was replaced with a breeze-block wall along exactly the same line which the wooden fence had been sited on. The new wall, however, had a gate in it.
23. Mr Mills said that shortly after the wooden fence was replaced, the Respondent also had constructed an open store, but this again kept within the boundary line which the wooden fence had been sited on.
24. Mr Mills said that after the Respondent replaced the wooden fence with a breeze-block wall on occasions the occupiers of 9 Pinfold Street had used the gate to enter

onto the Disputed Land in order to dump waste, construction materials and other rubbish on the Disputed Land, notwithstanding the fact that Mr Mills' stock continued to be stored on the Disputed Land. Mr Mills said that he objected to this being done.

25. Mr Mills said that someone on behalf of the Respondent (which later turned out to be Mr Akhtar) asked for a set of keys to access the Disputed Land from 265 Darlaston Road and to park his car on the Disputed Land. Mr Mills said that he refused both requests. Mr Akhtar then entered the Disputed Land through the gate in the breeze-block wall and began to burn rubbish regularly on the Disputed Land. Mr Mills told Mr Akhtar to stop, but he refused to do so, saying that the Disputed Land was his. Mr Mills said that it was at this point in time that the Applicants made the Application, in order to stop any further use of the Disputed Land by the occupiers of 9 Pinfold Street because the Applicants believed that the Disputed Land was their land.
26. Mr Mills' view was that the Respondent only became aware that she was actually the legal owner of the Disputed Land around 19 January 2018 and after she had received the Application. Around 19 January 2018, someone on behalf of the Respondent asked Mr Mills to have access to the Disputed Land through 265 Darlaston Road to remove waste. Mr Mills said that he agreed to this request, but someone then entered the Disputed Land through the gate in the breeze-block wall. They proceeded to move the Applicants' stock from the Disputed Land and erected a fence along a new line which incorporated the Disputed Land within 9 Pinfold Street. The line of the new fence accorded with the land registry filed title plan for this property, thereby excluding the Disputed Land from the Applicants' possession. It is significant that this clear act of dispossession of the Applicants from the Disputed Land only took place after the Application had been made and on around 19 January 2018. Until that date Mr Mills said that the Applicants had treated the Disputed Land as their own, storing cars on it for the purposes of the Applicants' business.
27. Mr Mills adamantly refuted that neither Mr Sultan nor the Respondent nor the Respondent's agent in respect of 9 Pinfold Street, Mr Muhammad Naeem Akhtar, had ever given him, or Ms Harris, any permission to use the Disputed Land, nor was there any verbal agreement to this effect with anyone. Mr Mills said that he had never met nor spoken with Mr Sultan nor the Respondent. Mr Mills confirmed that he had met with Mr Akhtar, but Mr Akhtar had never given the Applicants any permission to use the Disputed Land.

28. Mr Mill's business partner, Carol Harris, gave evidence to say that she fully concurred with the evidence which Mr Mills had given.
29. Mr Shane Crawford, who is a practising barrister, gave evidence to say that he had bought spare car parts from Mr Mills' business and had visited 265 Darlaston Road on occasions since March 2000. He confirmed that the original wooden fence was in the position which Mr Mills had indicated. He also confirmed that as far as he could see the Disputed Land had been used and occupied exclusively by the Applicants to store body parts of cars on, and the cars were kept on the Disputed Land in sorted groups according to the age and model of the car.
30. The two other witnesses who served statements on behalf of the Applicants were Mr Karam Singh and Mr Kanti Patel, who were both local businessmen. They did not however attend the hearing to give evidence, and their evidence was not relied on by the Applicants. In any event, their evidence is of limited value in view of Mr Crawford's evidence.
31. The evidence was given by the Respondent herself. She admitted that she had never met or spoken to either of the Applicants prior to the hearing. She explained that Mr Akhtar had been responsible for assisting with the purchase of 9 Pinfold Street. She said that whilst she had been dealing with the legal side of the purchase, it was Mr Akhtar who had been on site at 9 Pinfold Street, and who had in fact moved into occupation of the property with his family on purchase.
32. The Respondent said that she was advised in the conveyancing transaction by the former proprietor and predecessor in title of 9 Pinfold Street, namely Mr Mehboob Sultan, that Mr Sultan had a verbal agreement with Mr Mills granting Mr Mills permission to use the Disputed Land for storage purposes concurrently with Mr Sultan, as the Disputed Land was not fenced off during Mr Sultan's period of ownership.
33. The Respondent said that she bought all the land within title number WM278260 from Mr Sultan, and she produced a copy of some of her conveyancing file to show this was the case. The Respondent produced a copy of the results of the Walsall MBC Local Search, the Fixtures and Fittings Form and the Purchase Contract. In the Fixtures and Fittings Form at section 8 headed "Outdoor Area", Mr Sultan confirms

that there are no "Trees, plants or shrubs" which form part of the purchase, and he answers in the negative to every item listed in the Outdoor area section.

34. It is also salient to note that the one document which would have clearly shown that Mr Sultan had given consent to the Applicant to use the Disputed Land was the Replies to the Commercial Property Standard Enquiries ("CPSE"). The purchase was an arms length transaction so there is no explanation as to why the Replies to the CPSE were not disclosed, or some other similar document. Although different versions of enquiries before contract could apply, they typically include questions of the seller to reveal discrepancies between the boundaries shown on, or referred to, in the title deeds and the boundary features. They also require a seller to disclose to a purchaser if any person uses any part of the property to be sold with or without the seller's permission. In fact there was no written communication whatsoever produced from Mr Sultan, and nothing which evidenced any consent which he was alleged to have given to the Applicants, nor any indication that the Applicants paid any money to Mr Sultan to run their business from the Disputed Land. In the circumstances, it is difficult to accept that Mr Sultan had given the Applicants any consent as suggested by the Respondent, and I find that he did not give any such consent to the Applicants.
35. The Respondent said that the Applicants had the use of the Disputed Land with her continuing permission, and stated that this permission had been given by her agent Mr Akhtar to Mr Mills. She was therefore unable to give any first hand evidence that consent had in fact been given to the Applicants to use the Disputed Land. There was no written evidence from her, or on her behalf, that any such consent had been given. I therefore find that the Respondent herself had not given the Applicants any consent to use the Disputed Land.
36. Following the purchase of 9 Pinfold Street the Respondent had the original wooden fence replaced with the breeze-block wall, siting it on the same line as the wooden fence had been sited on. An outdoor store was then constructed from brick blocks with a flat roof abutting onto the Disputed Land, but not on it. The Respondent said that she had dealt with the Disputed Land as owner-occupier, by extending, fencing and improving the Disputed Land.
37. The Respondent was however evasive when asked to explain why the breeze-block wall had been sited along the exact same line as the original wooden fence, saying

that she knew nothing about this. She also failed to provide any credible explanation as to why the construction of the outdoor store had been built up to and abutted the perceived boundary line fixed by the wooden fence, but not beyond it.

38. There is evidence that the Respondent did fence in the Disputed Land but only around 19 January 2018, and after the Applicants had made the Application. At which point in time, it would have been clearly revealed to the Respondent by reason of the Application that she was in fact the registered proprietor of the Disputed Land. It is significant to note that the Respondent acted so swiftly and unequivocally after the Application had been made to assert herself as the owner of the Disputed Land, in contrast to how matters had preceded up to that point in time.
39. Mr Muhammad Naeem Akhtar gave evidence on behalf of the Respondent. Mr Akhtar gave evidence that following the purchase of 9 Pinfold Street, he had moved into the residential flat on the first floor of 9 Pinfold Street with his family, and he had managed the property for the Respondent.
40. Mr Akhtar said that he had acted as agent for the Respondent when she purchased 9 Pinfold Street. Mr Akhtar gave evidence that prior to the purchase he had met with Mr Sultan who had advised him that Mr Sultan had a verbal agreement with Mr Mills in which he permitted Mr Mills to use the Disputed Land concurrently with Mr Sultan. There was however no written communication between Mr Akhtar and Mr Sultan evidencing the consent which Mr Sultan was alleged to have given the Applicants.
41. Mr Akhtar said that he during the second or third week in August 2016, being shortly after Mr Akhtar and his family had moved into 9 Pinfold Street, at around 9am-11am, Mr Akhtar had visited Mr Mills in Mr Mill's office in order to raise the issue of the consent and to give renewed consent on behalf of the Respondent for the Applicants to continue to use the Disputed Land. Mr Akhtar said that there was no need to document this consent because he believed at that point in time that Mr Mills was "a man of his word". This however seems at odds with the way that Mr Akhtar in fact treated the Disputed Land after he had moved into 9 Pinfold Street. He replaced the wooden fence along the same perceived boundary line. Whilst he did commence on occasions to use the Disputed Land it was in a very low key way. For example, by burning or dumping rubbish on the Disputed Land. It also seems incongruous with the Respondent's later clear act of ownership by her erecting a fence and excluding the Applicants from the Disputed Land, but only after she had had notice of the

Application. Mr Akhtar said that they had only done this at that point in time because until then they had trusted Mr Mills.

42. The fact that Mr Akhtar confirmed that he was he who had arranged for the wooden fence to be replaced by the breeze-block wall along the same line as the wooden fence, and that it was he who had managed the construction of the outdoor store which merely abutted the Disputed Land, appears to indicate that he was in fact respecting the line of the boundary as sited by the wooden fence, and that his low key use of the land was not as owner displacing the Applicants. I therefore find that Mr Akhtar did not give the Applicants any consent and that Mr Akhtar's evidence was not to be accepted on this point.

Were the Applicants in adverse possession of the Disputed Land?

43. Counsel for the Applicants took me through the relevant law referring to JA Pye (Oxford) Ltd. V Graham [2003] 1 AC 419 and Powell v McFarlane (1977) 38 P&CR 452. The relevant principles set out in these cases were summarised by Mr Justice Morgan in the case of Food Converters Limited, Thomas Osborne Rothschild v Peter Terence Newell, Marilyn Constance Diane Newell [2018] EWHC 926 as follows:
- (1) *"there is a presumption that the owner of land with a paper title is in possession of the land;*
 - (2) *if a person who does not have the benefit of this presumption wishes to show that he is in possession of the land, the burden is on him to show that he is in factual possession of the land and that he has the requisite intention to possess the land;*
 - (3) *for a person to show that he is in factual possession of the land, he must show that he has an appropriate degree of physical control of the land, that his possession is exclusive and that he has dealt with the land in question as an occupying owner might have been expected to deal with it and no-one else has done so;*
 - (4) *whether a person has sufficient degree of control of the land is a matter of fact, depending on all the circumstances, in particular the nature of the land and the manner in which such land is commonly enjoyed. ...*
 - (5) *the person seeking to show that he has possession of land must show that he had an intention for the time being to possess the land to the exclusion of all other persons, including the owner with the paper title ..."*

44. I find that, bearing in mind the nature of the Disputed Land as open land, and the way that the Applicants clearly used the Disputed Land to store car parts for their business throughout a period of 18 years from January 1999 up to around 18 January 2018, that these acts did amount to sufficient control to establish factual possession.

45. Factual possession ceased when the Respondent erected a new fence enclosing the Disputed Land within 9 Pinfold Street around 19 January 2018 and by doing so, dispossessed the Applicants from the Disputed Land. The acts which had been undertaken by the Respondent prior to this date were not acts which had in fact dispossessed the Applicants from the Disputed Land. In Zarb v Parry [2011] EWCA Civ 1306 at paragraphs 40-41, Lady Justice Arden states:

“Thus an adverse possessor has to show he has exclusive possession in the sense of exclusive physical control. If he loses exclusive physical control, his adverse possession is interrupted and comes to an end. Time begins to run again. ...

The paper title owner has the advantage in law that, to effect repossession of property, it is sufficient to show that possession has been resumed for short period of time. ...

The adverse possessor is therefore at risk of losing possession for a brief period of time. ... The fact that the paper title owner can interrupt possession in this way lends support to the view that the act of interruption should be effective to bring the adverse possessor’s exclusive possession to an end. ... It would potentially be unfair if a paper title owner could interrupt adverse possession by the simple act of erecting a notice on the property saying, for example, “Private Property – Keep Out”, so that a period of adverse possession will start all over again.

[It is] the loss of exclusive possession in some way, as opposed to his right to be in possession merely having been brought into question or challenged.”

46. In Zarb v Parry the paper title owner tried to erect a fence excluding the adverse possessor from land which was included in the paper title, but they withdrew before the fence had been erected. The Court of Appeal held that it was not sufficient for the paper title owner to plant stakes or take other steps which were merely symbolic

of taking possession, as in those circumstances, the paper title owner had not dispossessed the adverse possessor from the land.

47. I therefore find that the acts of burning rubbish or dumping waste were not sufficient to dispossess the Applicants. The erection of the fence around 19 January 2018 was however sufficient, but this was after the Application had been made.
48. I hold the Applicants had the intention to possess the Disputed Land by reason of the fact that they thought they owned it.

Have the Applicant's satisfied the conditions set out in paragraph 5(4) of Schedule 6 to LRA 2002?

49. The next issue is whether "*for at least ten years of the period of adverse possession ending on the date of the application, the applicant reasonably believed that the land to which the application relates belonged to him*": paragraph 5(4)(c) of Schedule 6 to the LRA 2002.

50. At paragraph 33.047 of Rouff and Roper Registered Conveyancing: November 2018 states:

"The question of whether a squatter had ground for reasonable belief that the land belonged to him was considered in Zarb v Parry and IAM Group Plc v Chowdrey [2012] EWCA Civ 505. The view of HM land registry and the Law Commission was that a squatter's long possession of land across undetermined boundary would raise an inference that he honestly believed that the land was his. This evidential burden would then be on the registered proprietor to adduce contrary evidence to put in issue the squatter's lack of honest or reasonable belief."

51. Whilst there has been some debate as to the correct interpretation of paragraph 5(4)(c) of Schedule 6 to the LRA 2002, on the facts of this case, I find the Applicants have for more than 10 years prior to the making of the Application reasonably believed the Disputed Land was theirs. Although after the Respondent purchased 9 Pinfold Street the occupiers of 9 Pinfold Street began to come on to the Disputed Land and dump waste and start fires, it was not until the Respondent erected a fence in January 2018, thereby excluding the Applicants from the Disputed Land, were the

Applicants dispossessed from the Disputed Land. This was after the Applicants had made their Application at Land Registry.

52. I do not consider on the facts of this case that the Applicants' first application to the land registry by way of the incorrect land registry form (Form FR1) in any way jeopardised the Applicants from making the Application using the correct form as soon as the error had been made known to them. This Application was made as stated above prior to the date the Respondent dispossessed the Applicants in January 2018.
53. I therefore find that the Applicants had the requisite intention for more than 10 years to possess by reason of the fact that they thought they owned the Disputed Land, and acted as if they did so right up to the time the Application was made.
54. The Applicants have satisfied the other conditions set out in paragraph 5(4) of Schedule 6 as follows:
- a. the Disputed Land is adjacent to land belonging to the Applicants.
 - b. The exact line of the boundary between the Applicants' land and the Disputed Land has not been determined under section 60 of the LRA 2002.
 - c. The estate to which the Application relates was registered more than one year prior to the date of the Application.

The Decision

55. Accordingly, I shall direct the Chief Land Registrar to give effect to the Application.
56. I shall deal with the question of costs. These normally follow the event in this jurisdiction – so that the Respondent shall pay the Applicants' costs. If the Respondent should seek a different order, she is to make her submissions on costs within 28 days of the date of this order.

Dated this 28th day of May 2019

BY ORDER OF THE TRIBUNAL

Allis Beasley

