[2018] UKUT 145 (TCC)

LAND REGISTRATION – Land Registration Act 2002, section 108(2) – application to First-tier Tribunal to set aside a deed purporting to cancel restrictive covenants and to impose fresh covenants – applicant not a party to the deed – First-tier Tribunal held that applicant did not have standing to apply to set aside the deed – appeal to Upper Tribunal dismissed – when appropriate to make appellant pay the costs of two respondents – summary assessment of costs

UPPER TRIBUNAL
TAX AND CHANCERY CHAMBER **Appeal No: UT/2017/0049**

BETWEEN:

LINDA ANN FLOWERS

Appellant

and

(1) CHIEF LAND REGISTRAR
(2) THORPE ESTATE LIMITED

Respondents

Tribunal: Hon Mr Justice Morgan

Sitting in public in London on 17 April 2018

The Appellant, Mrs Flowers, appeared in person
Ms Katrina Yates, counsel, instructed by The Treasury Solicitor, for the Chief Land Registrar
Mr Simon Brilliant, counsel, instructed by Wallace LLP, for Thorpe Estate Limited

DECISION

Introduction

1. This is an appeal by Mrs Flowers against the order of the First-tier Tribunal (Property Chamber, Land Registration) ("the FtT") whereby an application which she had made to the FtT on or about 15 December 2016 was dismissed. The application was dismissed on the ground that Mrs Flowers did not have standing to make such an application. The FtT did not consider any other points which might have been relevant if Mrs Flowers had been held to have standing to make the application.

2. On 25 July 2017, HH Judge Behrens granted Mrs Flowers permission to appeal to the Upper Tribunal. Although the application to the FtT in December 2016 and Mrs Flowers' Appellant's Notice had named only the Chief Land Registrar as a respondent, Judge Behrens directed that certain other persons, namely, Mrs Cato and Thorpe Estate Ltd, should be served with a copy of the application to the FtT and of his decision to grant permission to appeal. He also directed that each of the relevant parties should indicate whether it wished to take part in the appeal and to serve any Respondent's Notice on which it intended to reply. In due course, both the Chief Land Registrar and Thorpe Estate Ltd served Respondent's Notices. Mrs Cato did not indicate a wish to take part in the appeal. On 30 November 2017, Judge Behrens gave directions which were designed to confine the scope of the arguments on the appeal to the question of Mrs Flower's standing to make the application so that the arguments on the appeal would not address underlying issues which might arise if it were held that she did have the necessary standing. Mrs Flowers has

throughout acted in person and both the Chief Land Registrar and Thorpe Estates Ltd appeared through counsel at the hearing of the appeal.

The application

3. Mrs Flowers' application to the FtT was made on what appears to be a standard form which was headed "Application to rectify or set aside documents Section 108(2) Land Registration Act 2002". The sole respondent was the Chief Land Registrar. The application referred to deeds which were said to affect 550 registered titles. The application referred to one title as a sample for all of the 550 titles. The title referred to was title number EX148380 which related to 53 The Broadway, Thorpe Bay, Southend-on-Sea.

4. The application stated that the Land Registry had registered the deeds in question when it knew that the deeds were fraudulent. The application specified the remedy sought by saying that the deeds ought to be removed from the registered titles because they created a false legal position which would cause both confusion and cost. It was alleged that the deeds were part of a fraudulent scheme and that the Land Registry was complicit in that scheme. It was then alleged that in addition to the deeds being part of a fraudulent scheme, the deeds recorded an unconscionable transaction which had been entered into by the counterparty to Thorpe Estate Ltd by reason of fear, duress and misrepresentation. The application then set out various contentions as to the history of the ownership of the land which was the subject of, or potentially affected by, the deeds.

5. In relation to 53 The Broadway, Thorpe Bay the application annexed a copy of a conveyance of 6 July 1937 and a copy of a deed of 29 May 2014 which was

said to be an example of the 550 deeds which had been referred to. By the 1937 conveyance, the freehold of 53 The Broadway was conveyed by a Mr Burges as the vendor to a Mrs Loveday as the purchaser. By clause 2 of the conveyance, the purchaser covenanted on behalf of herself and her successors in title to perform and observe the covenants set out in the Second Schedule to the conveyance. The covenants imposed restrictions in relation to the erection of a dwelling house on the land conveyed and in relation to nuisance and annoyance and contained other stipulations which it is not necessary to describe.

6. The deed of 29 May 2014 was made between Thorpe Estate Ltd and Mrs Cato. The deed stated that the freehold of the property at 53 The Broadway was vested in Mrs Cato and that Thorpe Estate Ltd was the owner of "Retained Land", which was defined by reference to some 26 registered titles. The deed also defined "Adjoining Land" by reference to a long list of properties set out in the Second Schedule to the deed. I have not counted the number of properties in the list but I estimate that the total number exceeds 550. A small number of the properties in the list do not have registered titles but the vast majority of the properties have a registered title.

7. Clause 2.1 of the deed provided that in consideration of a payment to Thorpe Estate Ltd of £690, it released Mrs Cato and her successors in title and the property at 53 The Broadway from all covenants currently affecting that property so that all such covenants were extinguished and Thorpe Estate Ltd waived any right of action arising out of such covenants and released Mrs

Cato and her predecessors and her successors in respect of any breach of the same.

8. Clause 2.2 provided that new covenants, as set out in the First Schedule to the deed, came into effect so as to bind Mrs Cato and her successors in title.

9. By clause 2.3 of the deed, Mrs Cato covenanted with Thorpe Estate Ltd for the benefit of the Retained Land and also with the owners for the time being of the Adjoining Land to perform and observe the new covenants and so that the benefit of the new covenants was annexed to the Retained Land and to the Adjoining Land.

10. By clause 3.1 of the deed, Mrs Cato agreed to apply to the Land Registry for changes to be made to various registered titles. These changes involved the cancellation of notice of the former covenants from the title to 53 The Broadway, the registration of the deed and the new covenants against the title to 53 The Broadway and the cancellation of any entries registered in relation to the titles to the Retained Land in respect of the benefit of the former covenants.

11. By clause 6.1 of the deed, it was provided that no term of the deed should be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

12. The new covenants as set out in the First Schedule to the deed dealt with various matters relating to the user of the property at 53 The Broadway. For present purposes it is not necessary to refer to the specific terms of these covenants.

The position at the Land Registry

13. On 24 January 2014, a firm of solicitors, Nathans, wrote to the Land Registry seeking its approval to a draft deed of release and creation of new covenants. On 6 February 2014, the Land Registry replied to Nathans stating that the Land Registry was not in a position to approve the draft deed of release as it was not a Land Registry document. However, the Land Registry made some comments on the draft which had been provided. It pointed out that it could only cancel a notice in relation to restrictive covenants if it were satisfied that the extent of the land having the benefit of the covenants was clearly defined and the party releasing the covenants could show that it had the benefit of the covenants. It also said that there was no material produced to support a recital in the draft deed to the effect that the benefit of the covenants was vested in Thorpe Estate Ltd. After making further comments on the subject of which land had the benefit of the covenants, the Land Registry stated that it would not cancel the existing entries in relation to the former covenants but would consider making a qualified entry in the registers of the affected titles to refer to the deed as executed.

14. It appears that, following these exchanges, a number of deeds in the same or similar terms to the deed described above were entered into and applications were made for appropriate entries to be made at the Land Registry. As I have explained, Mrs Flower referred to the registered title in relation to 53 The Broadway and I was provided with a copy of that title. Paragraph 1 in the Charges Register of that title notes the covenants contained in the conveyance

of 6 July 1937 and those covenants are set out in a schedule of restrictive covenants in the registered title. Paragraph 2 in the Charges Register states:

> "By a Deed dated 29 May 2014 … the covenants contained in the Conveyance dated 6 July 1937 referred to above were expressed to be released and further covenants imposed."

The Appellant's submissions

15. In the course of her oral submissions, Mrs Flowers told me that for about seventeen years she had owned a house in the area which was said to be subject to the relevant restrictive covenants. She sold that house in 2013 and did not enter into a deed of release and imposition of new covenants of the kind referred to above. She told me that her case was that the deed was fraudulent because Thorpe Estate Ltd misrepresented the position to the counterparty to the deed. She referred to two matters in particular. The first was that, she said, the deed falsely stated that Thorpe Estate Ltd had the benefit of the covenants. The second was that, she said, the deed falsely purported to release the covenantor from the former covenants when the benefit of those covenants was vested in a number of third parties who were not parties to the deed and who therefore were not parties to the release of the former covenants.

16. Although Judge Behrens' directions of 30 November 2017 were designed to restrict the arguments on this appeal to the question of Mrs Flowers' standing for the purposes of section 108(2) of the Land Registration Act 2002 ("the 2002 Act"), Mrs Flowers submitted detailed written arguments to the effect that both Thorpe Estate Ltd and the Land Registry had been guilty of seriously fraudulent conduct.

17. Mrs Flowers also told me that before she had made her present application under section 108(2) of the 2002 Act she had applied to the Land Registry for rectification of the register of a number of titles so as to remove references to the deed or deeds entered into in 2014 which purported to release former covenants and to impose new covenants. She told me that her application for rectification of the register did not proceed and she suggested that it had been inappropriately dealt with by the Land Registry. I was not shown any documents relating to that application and the proceedings before me are not by way of an appeal in relation to any application of that kind.

18. I asked Mrs Flowers why she was making the application under section 108(2) of the 2002 Act in her own name and why no owner of a registered title affected by the relevant deed or deeds was making such an application. She told me that she did not wish to expose these owners to the stress of such an application but nonetheless she wanted to make her own application to correct the effect of the fraudulent behaviour of which she complained. She stressed that the register of title maintained by the Land Registry was a public register and it should not contain references to documents which had been obtained by fraud.

Discussion and conclusions

19. Mrs Flowers' application to the FtT was made pursuant to section 108(2) of the 2002 Act. That subsection, as amended by the Transfer of Tribunal Functions Order 2013, provides:

> "(2) Also, the First-tier Tribunal may, on application, make any order which the High Court could make for the rectification or setting aside of a document which—

> (a) effects a qualifying disposition of a registered estate or charge,
>
> (b) is a contract to make such a disposition, or
>
> (c) effects a transfer of an interest which is the subject of a notice in the register."

20. When it gave its ruling on Mrs Flowers' standing for the purposes of section 108(2), the FtT proceeded on the basis that the deeds in question were documents which fell within section 108(2).

21. Section 108(2) refers to "a qualifying disposition". That phrase is defined in section 108(3), as follows:

> "(3) For the purposes of subsection (2)(a), a qualifying disposition is—
>
> (a) a registrable disposition, or
>
> (b) a disposition which creates an interest which may be the subject of a notice in the register."

22. It seems clear that a document which imposes a restrictive covenant on a registered title comes within sections 108(2)(a) and 108(3)(b): see sections 32 and 33 of the 2002 Act. It is less clear that a document which cancels a restrictive covenant which is the subject of a notice on the register is a "transfer" of the restrictive covenant so as to come within section 108(2)(c). However, in a case where the release of the former covenants is part of the consideration for the imposition of new covenants and where there was a power to set aside the document under section 108(2)(a), it would seem that any order setting aside the document would set it aside in its entirety. In any event, I will proceed on the basis that the deeds in question in this case are documents within section 108(2).

23. I also refer to section 108(4) which provides:

> "(4) The general law about the effect of an order of the High Court for the rectification or setting aside of a document shall apply to an order under this section."

24. Mrs Flowers submitted that the deeds in question were void because they had been obtained by fraud. She relied on the well-known passage in the judgment of Denning LJ in Lazarus Estates Ltd v Beasley [1956] 1 QB 702 at 712 where he said:

> "No court in this land will allow a person to keep an advantage which he has obtained by fraud. No judgment of a court, no order of a Minister, can be allowed to stand if it has been obtained by fraud. Fraud unravels everything. The court is careful not to find fraud unless it is distinctly pleaded and proved; but once it is proved, it vitiates judgments, contracts and all transactions whatsoever: see as to deeds, *Collins v. Blantern*; as to judgments, *Duchess of Kingston's* case; and as to contracts, *Master v. Miller*. So here I am of opinion that if this declaration is proved to have been false and fraudulent, it is a nullity and void and the landlords cannot recover any increase of rent by virtue of it."

25. Mrs Flowers pointed to the statement that the declaration in that case was "a nullity and void" and submitted that a contract obtained by fraud was also void. I do not agree. The document which was held to be void in that case was a unilateral notification. The principle in that case was applied to another unilateral notice, namely, a notice to quit in Rous v Mitchell [1991] 1 WLR 469. However, in relation to a contract, the rule is different. If a contract is procured by fraud, the innocent party has a choice whether to rescind the contract or to affirm it, with or without a claim to damages. The contract is not a nullity and is not void but it is voidable at the option of the innocent party. This is shown by Car and Universal Finance Co Ltd v Caldwell [1965] 1 QB 525 where the contract had been procured by fraud and the issue was as to the

extent to which the innocent party had to go to give notice of rescission to the fraudster. If the contract had been a nullity and void, there would have been no need to consider what was needed as a notice of rescission. I add that if the deeds in this case were void, as Mrs Flowers contended, there would be nothing to "set aside" pursuant to section 108(2) but yet her application was to set aside the deeds.

26. Accordingly, Mrs Flowers' challenge to the deeds involves an assertion that they are voidable by reason of fraud, or misrepresentation or duress or on some other ground that makes the deeds voidable. The question then arises: who can apply to set aside the deeds? The answer is that the innocent party can so apply but no one else can. Indeed, the general principle is that the innocent party is given a choice as to whether to apply to set aside a voidable contract or to affirm it and to continue to be bound by it. Indeed, if the innocent party takes action which the law says amounts to affirmation of the voidable contract, that party no longer has the choice to seek to set it aside. It is wholly incompatible with these principles that someone who is not a party to a voidable contract can apply to set it aside irrespective of the wishes of the innocent party to the contract and irrespective of whether the innocent party has already affirmed the contract.

27. There are further objections to the idea that Mrs Flowers could apply to set aside the deeds to which she was not a party. The right to apply to set aside a voidable contract is an equitable right; it is called "a mere equity": see Mortgage Express Ltd v Lambert [2017] Ch 93 at [16]. A person who has a right to this kind derives it from the contract and the relevant equitable rules.

Mrs Flowers who was not a party to the relevant deed nor involved in the facts which render the deed voidable (if it is voidable) has no such right. There are rules as to how such a right can be transmitted: see Mortgage Express at [23]-[24]. Again, the existence of those rules is incompatible with the notion that anyone can apply to set aside a voidable contract.

28. Section 108(2) also refers to an application being made for rectification of a document. Mrs Flowers does not seek rectification of the deeds and so it is not strictly necessary to consider her standing to do so. However, it is clear that she does not have any such standing. The reasons for that conclusion are essentially the same as the reasons why she does not have standing to apply to set aside a voidable contract to which she is not a party. I also comment that section 108(2) deals with the possibility of rectification of a document and is not dealing with the possibility of rectification of the register. Rectification of the register is separately dealt with by schedule 4 to the 2002 Act.

29. As Mrs Flowers does not have standing to apply to a court for an order setting aside the deeds in this case, the next question is whether the jurisdiction conferred on the FtT by section 108(2) is wider than the jurisdiction of a court. Section 108(2) provides that the FtT can make an order "which the High Court could make" setting aside a document. I consider that if the High Court could not make the order which Mrs Flowers seeks in this case on her application then neither could the FtT. It is not possible to read section 108(2) as if it had said that "any person" could apply for an order under section 108(2) if such an order could be made by the High Court on the application of the innocent party to the contract. This conclusion is only strengthened by the further

reference in section 108(4) to the general law as to the effect of an order of the High Court setting aside a contract applying also to an order under section 108(2).

30. Mrs Flowers drew attention to the position in relation to alteration (including rectification) of the register as provided by schedule 4 to the 2002 Act. She pointed out that it has been held that any person can apply for an order under schedule 4. On such an application, it is not necessary for the applicant to establish any particular connection with the registered title or anything by way of standing. That was determined to be the position by the Adjudicator to HM Land Registry in Burton v Walker REF/2007/1124. The Adjudicator held that the question was to be answered by considering the terms of the 2002 Act and those terms did not impose any requirement as to standing. The Adjudicator also drew attention to section 73 of the 2002 Act which allowed "anyone" to object to an application to the registrar. That ruling has been followed in later cases and indeed there are cases where the courts have ordered rectification of the register on the application of a person who could not establish any interest in the registered land: see, for example, Balevents Ltd v Sartori [2014] EWHC 1164 (Ch).

31. In the present case, when considering who can apply under section 108(2) of the 2002 Act for an order setting aside a voidable contract, I do not find any assistance in the case law relating to rectification of the register pursuant to schedule 4. The right to apply for rectification of the register under schedule 4 is a right conferred by statute. Any question as to who can apply for rectification of the register and in what circumstances depends on the wording

of the 2002 Act. It has been held that there is no requirement that an applicant for rectification of the register has any particular standing. The position in relation to setting aside a voidable contract is entirely different. There the right to seek such an order depends on the law of contract and the rules of equity. They clearly do not allow a non-party such as Mrs Flowers to apply to set aside a deed between Thorpe Estate Ltd and the owner of a registered title.

Other matters

32. As Mrs Flowers referred in the course of her submissions to her wish to seek rectification of the register to remove references to the deeds in this case, it may be helpful to describe the legal position if such an application were to be made. The law in this respect has recently been clarified by the decision in NRAM Ltd v Evans [2018] 1 WLR 639.

33. The deeds in question in this case are not void, on any view. Therefore, there is no "mistake" within the meaning of the fourth schedule to the 2002 Act when the registered titles refer to those deeds. If a party to one of those deeds were to obtain an order setting aside the deed then it would be appropriate to remove a reference to that deed from the relevant registered title to bring "the register up to date" within the meaning of the fourth schedule.

34. Mrs Flowers also criticised the Land Registry for the way in which it operated rule 87 of the Land Registration Rules 2003 when it noted the deeds on the register in the way which I have earlier described. I consider that the Land Registry correctly operated rule 87 for the reasons which it gave in its letter of 6 February 2014.

The result of the appeal

35. It follows that the appeal will be dismissed.

Costs

36. At the hearing of the appeal, I invited submissions from the parties as to what order I should make as to the costs of the appeal if I were to dismiss the appeal. All parties made helpful submissions on that subject. Both Thorpe Estate Ltd and the Chief Land Registrar stated that they would seek orders for the costs of the appeal in the event that the appeal were dismissed.

37. The power to make orders for costs in this case is conferred by rule 10(1)(b) of the Tribunal Procedure (Upper Tribunal) Rules 2008 read with rule 13(1)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. It is not necessary for the party seeking an order for costs to show that the other party has acted unreasonably; compare rule 10(3)(d) of the 2008 Rules.

38. I consider that costs should follow the event. As Mrs Flowers' appeal has been dismissed, she should in principle pay to the other parties their costs of successfully resisting the appeal. However, Mrs Flowers submitted that whilst it might be appropriate to make her pay the costs of one respondent it would not be appropriate to make her pay two sets of costs. At the hearing I referred to the fact that there were authorities, in particular in relation to planning appeals, which gave some guidance as to the approach to be adopted to an issue of this kind. I had in mind the decision of the House of Lords in Bolton MDC v Environment Secretary (Note) [1985] 1 WLR 1176. I then heard

submissions as to whether this was an appropriate case for Mrs Flowers to be ordered to pay two sets of costs.

39. Some of the authorities dealing with the issue of two sets of costs are referred to in the White Book 2018 at para. 44.2.13, page 1362. The typical type of case which is there considered is where an application is made against a single respondent and another party intervenes. In the event of the application being unsuccessful, should the applicant to be ordered to pay the costs of the respondent and also the costs of the intervener? Amongst the factors which will be relevant will be whether the respondent and the intervener had the same or separate interests. There may be a difference between the approach taken at first instance and on an appeal. In the Bolton case, as it happened, the House of Lords did award two sets of costs.

40. In the present case, where Mrs Flowers applied to the FtT to set aside a large number of deeds to which Thorpe Estate Ltd was a party, the obvious Respondent would have been Thorpe Estate Ltd. However, Mrs Flowers did not make Thorpe Estate Ltd a party to her application to the FtT. When she sought permission to appeal, she still did not name Thorpe Estate Ltd as a respondent. However, Judge Behrens, entirely correctly, directed that if Mrs Flowers was to argue that the deeds should be set aside it was at least appropriate and it might even have been necessary to make Thorpe Estate Ltd a party to the appeal. It was probably unnecessary for Mrs Flowers to have joined the Chief Land Registrar to her application to the FtT or to her appeal but of course by the time of Judge Behrens' direction, the Chief Land Registrar was already a respondent and he continued to be a respondent. Mrs

Flowers did not ask for the Chief Land Registrar to be removed as a respondent. If the Chief Land Registrar had not already been a respondent he would probably have been allowed to intervene, on two grounds. The first related to the point of interest to the Land Registry as to the working of the 2002 Act and the second ground arose from the fact that Mrs Flowers had made a large number of serious allegations against the Land Registry.

41. Both Thorpe Estate Ltd and the Chief Land Registrar filed Respondent's Notices and skeleton arguments in response to the appeal. Those documents contained a substantial degree of overlap. These documents were helpful to me for their analysis of the legal position and for the citation of relevant authorities. At the hearing, I called upon counsel for both respondents but only briefly as by that stage it had become clear that the appeal was bound to fail.

42. If the matters to be investigated on the appeal had been confined to the question of the interpretation of section 108(2) of the 2002 Act, then Mrs Flowers would have had a reasonable argument that she should pay one set of costs only, although it might have been difficult to decide which of the respondents should receive its costs. However, Mrs Flowers did not confine herself to matters of legal argument. Her application to the FtT accused Thorpe Estate Ltd and also the Land Registry of fraud. Her Appellant's Notice continued to make those allegations as well as alleging that the FtT had been dishonest. Although Judge Behrens tried to limit the scope of the appeal to matters of legal argument as to standing, the skeleton argument and the amended skeleton argument served by Mrs Flowers continued to make

personal attacks on the individuals involved in Thorpe Estate Ltd and the Land Registry.

43. In these circumstances, it is clear that Thorpe Estate Ltd and the Chief Land Registrar had separate interests and it was reasonable for both of them to be represented in response to the appeal. I therefore hold that it is reasonable for Mrs Flowers to be ordered to pay the costs of both respondents.

44. I was asked to do a summary assessment of the respondents' costs and I was provided with a schedule of costs for each respondent.

45. I assess the costs of the Chief Land Registrar in the sum of £13,454 which is the amount shown in its schedule. Mrs Flowers did not raise any real objection to that figure.

46. The schedule of costs of Thorpe Estate Ltd shows a figure of £34,791.50 including VAT. This figure is substantially in excess of a reasonable and proportionate figure for this appeal. I make the following comments on the schedule:

    (1) all of the solicitor's work was done by a Grade A fee earner; that was not reasonable and proportionate;

    (2) the rate charged by the fee earner was £595 per hour which was far too high for this case;

    (3) this respondent did not prepare the appeal bundle nor the bundles of authorities as these were prepared by the solicitors for the Chief Land Registrar;

(4) counsel's fee was significantly in excess of a reasonable and proportionate fee;

(5) the hours for attending the hearing of the appeal were estimated at 6.5 with 3 hours travel and waiting time whereas the hearing took about 1 ½ hours;

(6) the solicitor appears to charge for duplicating the work of counsel.

47. I assess the reasonable and proportionate costs of Thorpe Estate Ltd to be no more than £12,000. I have not included VAT in that figure. The question of VAT was not discussed at the hearing. Thorpe Estate Ltd will be entitled to recover VAT on the £12,000 from Mrs Flowers but only if it is not entitled to recover it from HMRC. Accordingly, VAT can be added to the figure of £12,000 in the summary assessment of costs if, and only if, its solicitor delivers a certificate to the Upper Tribunal to the effect that Thorpe Estate Ltd is not able to recover from HMRC the VAT on the fees payable by it.

Postscript

48. In the usual way, I provided a draft of this decision to the parties to enable them to submit "typing corrections and other obvious errors". In response, Mrs Flowers submitted to me two documents extending to 42 pages with her comments on the draft decision and setting out further material which she said demonstrated that the 550 deeds were part of a fraudulent scheme. Mrs Flowers stated that I had given her "the opportunity to respond to the decision before it was published". I assume that she was thereby referring to the standard request to the parties to submit typing corrections and other obvious

errors. That request does not give a party an opportunity to respond to the draft decision. Nonetheless, I have read the two documents provided by Mrs Flowers. I consider that my reasons for my decision are adequately expressed in the original draft decision and I do not think that it is appropriate for me to comment further on the matters raised by Mrs Flowers in her two documents.

MR JUSTICE MORGAN

DATE OF RELEASE: 30 APRIL 2018