PROPERTY CHAMBER
FIRST-TIER TRIBUNAL
LAND REGISTRATION DIVISION

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

LAND REGISTRATION ACT 2002

REF No 2014/0076/0077

BETWEEN

VALLABH BAKRANIA
HANSA BAKRANIA

Applicants

and

(1) LLOYDS BANK PLC
(2) PETROS AND ELENI SOURIS

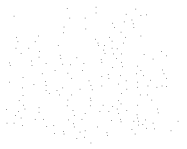
Respondents

Property Address: 17 Wilmer Way, Southgate, London N14 7JD
Title number: MX59981

The Chief Land Registrar is ordered to cancel the applications dated 22 February 2012

BY ORDER OF THE TRIBUNAL

Ann McAllister
Dated this 13td day of April 2017



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Before: Judge McAllister
Sitting at: Alfred Place, London
13-16 February 2017

Representation: Mr Simon Brilliant of Counsel instructed by Phillips & Phillips appeared for the Applicants; Mr Jeremy Bamford of Counsel instructed by Gordons LLP appeared for the First Respondent, and Mr Max Thorowgood of Counsel instructed by Simons Rodkins appeared for the Second Respondents

DECISION

Introduction

1. The Second Respondents, Mr and Mrs Souris, are the registered proprietors and in possession of 17 Wilmer Way, Southgate, London ('the Property'). They purchased the Property on 2 July 2010 and were registered as proprietors on 17 August 2010. The Applicants, Vallabh and Hansa Bakrania (who are brother and sister) are two of

the three former registered proprietors, who were registered as owners between 26 February 1986 and 4 February 2010. Jayanti Bakrania, the third sibling, died in September 2010. The First Respondents ('the Bank') are Mr and Mrs Souris' mortgagees. The Property is registered with title number MX59981. It is a substantial suburban semi-detached house.

2. By applications dated 22 February 2012 Vallabh and Hansa (as I will refer to them) applied to alter the register of the Property by (1) removing Mr and Mrs Souris as proprietors of the Property, (2) removing the Bank's first legal charge and (3) re-instating themselves. Jayanti died without leaving a Will in Mumbai. As a joint tenant of the Property, his estate has in any event no claim to be re-instated as proprietor. For reasons which are not clear, the applications were not notified to Mr and Mrs Souris or the Bank until September 2013. The applications were referred to the Tribunal on 21 January 2014. By an order dated 20 February 2014, it was ordered that the two separate references (dealing with the objection by the Bank and Mr and Mrs Souris respectively) were to be linked and heard together, and that the reference be stayed pending the handing down of the Court of Appeal decision in *Swift First Ltd v The Chief Land Registrar* [2015] 3 WLR 239.

3. A previous application was made on 22 July 2011 which was dismissed as misconceived on 10 May 2012. This was an application for a restriction.

4. Vallabh and Hansa's case is that two transfer documents were forged by fraudsters impersonating Jayanti and Hansa. The first transfer ('the First Transfer') is dated 21 December 2009. This transferred the Property from Vallabh, Hansa, and Jayanti to to two individuals also called Jayanti and Hansa Bakrania. The Property was registered in the names of Jayanti Barkrania and Hansa Bakrania on 4 Feburary 2010 The second transfer ('the Second Transfer') is dated 2 July 2010. This transferred the Property from the recently registered proprietors, Jayanti and Hansa, to Mr and Mrs Souris.. The value stated as at 21 December 2009 was £400.000

5. The case raises a number of issues, factual and legal. It is a curious feature of the case that the fraudsters were a married couple, Jayanti and Hansa Bakrania, who had almost the same names as Vallabh and Hansa. The difference is in their middle names. The

main driver for the (alleged) fraud appears have been their son, Toshil (or Tosh) Bakrania. To avoid any confusion, I will refer to them as 'JVB' and HGB'. It is Vallabh and Hansa's case that they are not related to JVB, HGB or Toshil, or at any event had no knowledge of them prior to the fraud. Vallabh's evidence is that it is possible that his parents might have known them, but that, having contacted all his relatives, no-one knew them.

6. The joint handwriting expert, Deborah Jaffe, concluded that there is strong evidence that neither the late Jayanti,Vallabh nor Hansa executed the Transfers. Mr Thorowgood, for Mr and Mrs Souris, and Mr Bamford for the Bank, accepted this evidence. It is not their case that any of the siblings executed the Transfers. But both argued, for reasons which will appear more fully below, that this does not mean that Jayanti, Vallabh and Hansa did not authorise (or at the very least were not aware of or did not approve) the execution of the Transfers.

7. Mr and Mrs Souris paid £440,000 for the purchase of the Property. The Bank advanced £330,000. The Applicants' initial case is that the Property was bought at an undervalue. This point is no longer pursued. A report of the joint experts dated 12 January 2017 agrees that the mortgage valuation carried out in April 2010 of £440,000 is accurate and that, as at the date of completion of the Second Transfer (2 July 2010) the true value of the Property was within 5% of £440,000. The parties also agreed that the value of the improvements to the Property is £50,000, and that the current value of the Property is £825,000.

8. For the reasons which appear below I will order the Chief Land Registrar to cancel the application to alter the register. Mr and Mrs Souris remain as the registered proprietors of the Property, and the Bank remains the registered chargee.

Legal principles

Alteration of the register

9. It is common ground that if, as alleged, the First and Second Transfers were fraudulently executed (without the authorisation or knowledge of the Applicants and

Jayanti), the registration of Mr and Mrs Souris as proprietors is a 'mistake' within the meaning of paragraph 5(a) of Schedule 4 to the Land Registration Act 2002 ('the 2002 Act). The applications by the Applicants are made under this provision.

10. Paragraph 5(a) provides that the registrar may alter the register for the purpose of correcting a mistake. For these purposes, the Tribunal stands in the shoes of the registrar. There is no definition of 'mistake' in the 2002 Act. But the courts have considered the scope of 'mistake' for these purposes on a number of occasions, and most recently in *MacLeod and others v Gold Harp Properties and others* [2015] 1 WLR 1249. The detailed and exhaustive judgment of Underhill LJ reviewed the statutory provisions, the authorities under the Law of Property Act 1925 ('the 1925 Act') and the authorities under the 2002 Act, including those of the Adjudicator (the predecessor to the Tribunal). The power conferred by Schedule 4 to correct mistakes includes the consequences of such a mistake (see in particular *Ajibade v Bank of Scotland plc* (REF 2006/0163 and *Knights Construction (March) Ltd v Roberto Mac Ltd* [2011] 2 EGLR 124) . Thus in order to fully correct the mistake, if such there is, there is jurisdiction to remove Mr and Mrs Souris as proprietors and to remove the Bank's charge.

11. The 2002 Act, like the 1925 Act before it, is not intended to provide absolute indefeasibility. Unlike the 1925 Act, the 2002 Act draws a distinction between alteration and rectification of the register. The register may be altered even if, as set out in paragraph 1 of Schedule 4, the correction will 'prejudicially affect the title of the registered proprietor'. In such a case, the alteration is referred to as 'rectification'. This distinction between alteration and rectification is significant in that the court or registrar's (or Tribunal's) powers in the event of rectification are restricted where the registered proprietor is in possession.

12. Paragraph 6 of Schedule 4 provides:

> (1) This paragraph applies to the power under paragraph 5, so far as relating to rectification.
>
> (2) No alteration affecting the title of the proprietor of a registered estate in land may be made under paragraph 5 without the proprietor's consent in relation to land in his possession unless –
>
> (a) he has by fraud or lack of proper care caused or substantially contributed to the mistake , or
>
> (b) it would for any other reason by unjust for the alteration not to be made.

(3) If on an application for alteration under paragraph 5 the registrar has the power to make the alteration, the application must be approved unless there are exceptional circumstances which justify not making the alteration.

13. In the event of an alteration which involves rectification, it is for the party seeking rectification to prove that the provisions in Schedule 6(2) apply. The protection afforded to the proprietor in possession reflects the special loss which he would suffer if rectification was ordered against him. In the event of alteration, there is a duty to rectify the register. But that duty does not apply where there are exceptional circumstances which justify not rectifying the register.

14. The meaning of 'exceptional circumstances' was considered by Morgan J in *Paton v Todd* [2012] 2 EGLR 19. He stated that the court (or Tribunal) must ask itself two questions: (1) are there exceptional circumstances in this case? And (2) do those exceptional circumstances justify not making the alteration? He further held that 'exceptional' is an ordinary English word: ie it something out of the ordinary, unusual or special. The search is not for exceptional circumstances in the abstract, but those which have a bearing on the ultimate question whether or not such circumstances justify not rectifying the register. The effect on both parties of (1) altering the title and (2) not altering the title is the starting point in coming to the ultimate decision.

15. Examples of rectification which are in truth alterations (because they do not prejudicially affect the title of the registered proprietor) are where, for instance, the general boundary on a plan is changed. General boundaries do not define the exact line of the boundary and accordingly an alteration which replaces the first general boundary with a more accurate general boundary does not prejudicially affect the registered proprietor (see *Derbyshire CC v Fallon* [2007] EWHC 13, and *Stratchey v Ramage* [2008] EWCA 384).

16. At the time of the Applicants' Statement of Case, the Applicants relied on a number of authorities: *Mallory Enterprises Ltd v Cheshire Homes (UK) Ltd* [2002] Ch 216, *Fitzwilliam v Richall Holdings Services Ltd* [2013] EWHC 86, and *Swift 1st Ltd v The Chief Land Registrar* [2014] ALL ER (D) 12 Feb). These authorises held that where a transfer was void, as a result of a forged disposition, there was no 'disposition' under

section 20(1) of the 1925 Act or sections 29 and 58 of the 2002 Act. The beneficial interest therefore remained vested throughout in the original owner, even though the legal estate was vested in the defendant. Accordingly, it was argued, although the alteration of the title would 'affect' Mr and Mrs Souris' title, it would not 'prejudicially' affect their title as it would merely give effect to the Applicants' absolute beneficial interest.

17. The Court of Appeal held in *Swift* [2015] EWCA Civ 330 that *Mallory* was decided per incuriam. A fraudulent transfer carries with it the beneficial as well as the legal interest. Registration confers substantive rights on the proprietor even under the forged disposition and its loss is to be regarded as prejudicial to the title notwithstanding that the transfer or charge was void (per Patten LJ at paragraph 51). In other words the 'statutory magic' of section 58 of the 2002 (which provides that: 'If, on the entry of a person in the register as the proprietor of a legal estate, the legal estate would otherwise be vested in him, it shall be deemed to be vested in him as the result of the registration') is effective to vest both the legal and equitable estate in the registered proprietor.

Over-riding interest

18. But this is not necessarily the end of the matter so far as the Applicants are concerned. Mr Brilliant at the outset of the hearing asked for and was granted permission to amend the Applicants' Statement of Case to allege that at the time of the First and Second Transfers Vallabh and/or Hansa and/or Jayanti were in occupation of the Property. This being so, he submitted, their right to rectify the register on the grounds of fraud is an over-riding interest under paragraph 2 of Schedule 3 to the 2002 Act. If this is the case, then their application to rectify the register is to be properly construed as an alteration which does not prejudicially affect Mr and Mrs Souris' registered title or the Bank's registered charge. Both Mr and Mrs Souris, and the Bank, took subject to the prior right to rectify. The effect, put simply, is that alteration of the register must follow unless there are exceptional circumstances which justify not making the alteration.

19. Section 29 of the 2002 Act provides that if a registrable disposition of a registered estate is made for valuable consideration, completion of the disposition by registration

has the effect of postponing any interest not protected at the time of registration unless it is an interest which falls within Schedule 3. The disponee is bound by these interests even though they do not appear on the register of the title and even though the disponee may have no actual knowledge of their existence

20. Paragraph 2 of Schedule 3 refers to: 'An interest belonging at the time of the disposition to a person in actual occupation so far as relation to the land of which he is in actual occupation except for:-
(b) an interest of a person of whom inquiry was made before the disposition and who failed to disclose the right when he could reasonably have been expected to do so:
(c) an interest-
(i) which belongs to a person whose occupation would not have been obvious on a reasonably careful inspection of the land at the time of the disposition, and
(ii) of which the person to whom the disposition is made does not have actual knowledge at the time'

21. There are a number of important points to note in considering the operation of paragraph 2 of Schedule 3 to the 2002 Act. The first is that the right must be proprietary in character. It must 'affect the estate' of the disponor. Notwithstanding the considerable academic criticism, and Mr Thorowgood's submissions, it seems to me clear on the authorities that the right to rectify a disposition is such a right (see *Swift,* and more recently *Mortgage Express v Lambert* [2016] EWCA Civ 555).

22. Secondly, it is the interest of the person in actual occupation which is protected. The fact of occupation is the trigger which allows the person who has the interest to invoke the statutory protection. So, in effect, an interest in land, if coupled with actual occupation on the part of its owner, becomes an interest which 'over-rides' the disposition, unless inquiry was made. If the occupation of that person was not obvious on a reasonably careful inspection, the protection falls away.

23. Thirdly, the interest in question must not have been over-reached. If the interest was over-reached, the fact that the claimant or applicant might have been in actual occupation is irrelevant. The statutory provisions relating to over-reaching are set out in section 2 and 27 of the 1925 Act. Interests are over-reached where the disposition is made by two trustees. In such a case, what would amount to an over-riding interest in the case of the sale by one trustee is shifted from the land the sale (or proceeds of the mortgage) and capital monies are paid to both of them.

24. In this case, the effect of the First Transfer was to vest the legal and equitable interest in the Property to HGB and JVB, so as to allow them to sell the Property and thereby keep the proceeds of sale. Once registered, they were able, by virtue of sections 26(1) and 58(1) of the 2002 Act to convey the Property to Mr and Mrs Souris and retain the proceeds.

25. The relationship between 'over-reaching' and 'over-riding' was considered in *Birmingham Midshires Mortgage Services Ltd v Sabherwal* (2000) 80 P &CR 256, and more recently in *Lambert* and *Baker v Craggs* [2016] EWHC 3250. In *Lambert* it was held that Miss Lambert's right to have an unconscionable bargain set aside was capable of being an over-riding interest. As she was in actual occupation of the property, the interest fell within Schedule 3 to the 2002 Act. However, her right was over-reached by the mortgage entered into by the joint registered proprietors (even though they were the ones with whom she had entered into the unconscionable bargain of selling her property at very much less than the market value on oral promises that she could remain as a tenant). An over-riding interest, therefore, does not defeat 'over-reaching'. Once the interest is over-reached, there is no longer any interest in the land to which the occupation can be referred or which it can protect.

26. In my judgment, therefore, the right of the Applicants to rectify the register as a result of the fraud alleged by them was over-reached by the sale by two trustees to Mr and Mrs Souris.

27. But if I am wrong on that, the question becomes whether the Applicant's right to rectify was protected by their actual occupation, unless that occupation was not reasonably discoverable by Mr and Mrs Souris and the Bank.

28. The test of actual occupation for the purposes of the 2002 Act (and previous legislation) has been considered in a number of cases. Actual occupation may be preserved by the presence on land of a close relative, a caretaker, or a servant, or anyone who is in effect a proxy occupier for the real owner. In appropriate circumstances it may be sufficient to leave furniture or other obvious belongings (see *Chhokar v Chhokar* [1984] FLR 313). The relevant principles were reviewed in *Link*

Lending v Bustard [2010] 2 EGLR 55. The words 'actual occupation' are ordinary words of plain English and should be interpreted as such. The mere presence of furniture will not usually count as actual occupation. It may also be necessary to consider the length of any absence, and the reason for it. On the facts of any given case, a point may be reached when the absence is so prolonged that the 'notion of [his] continuing to be in actual occupation becomes unsupportable' (per Robert Walker LJ in *Stockholm Finance v Garden Holdings Inc* [1995] NPC 162.)

29. For the reasons set out more fully below I have no hesitation in concluding that the Applicants were not in actual occupation of the Property at the time of the First and Second Transfers, and that in any event their occupation (if I am wrong on my first findings) was not and would not have been obvious on a reasonably careful inspection. Mr Brilliant accepts that if the Applicants were not in actual occupation, the correction of the mistake he seeks by way of rectification would prejudicially affect Mr and Mrs Souris' title.

Indemnity

30. Before turning to the facts and the evidence, reference should be made to section 103 of and Schedule 8 to the Act. It is common ground that, subject to paragraph 5 (the claimant's fraud or lack of care) if the register is rectified Mr and Mrs Souris will be entitled to an indemnity under paragraph 1(1)(a) of Schedule 8, and that if it not, the Applicants will be entitled to an indemnity. Paragraph 6 provides that the value of the estate or interest shall not exceed, in the case of an indemnity under paragraph 1(1)(a) the value immediately before the rectification and, in the case of an indemnity under paragraph 1(1)(b) its value at the time when the mistake was made.

31. Paragraph 1(2)(b) further provides that, for the purposes of sub-paragraph (1)(a) a proprietor of a registered estate or charge who claims in good faith under a forged disposition is, where the register is rectified, to be regarded as having suffered loss by reason of such rectification as if the disposition had not been forged. This provision ensures that it is not possible to argue that no indemnity is payable because the chargee or disponee does not suffer any loss because the disposition or charge is void.

32. In effect, this means that if the register is rectified Mr and Mrs Souris will be entitled to the value of the Property as at today's date (£825,000 or thereabouts) whereas if it is not rectified the Applicants will be entitled to the value at the time of the First Transfer (ie in the region of £400,000/£440,000). It is submitted on the Applicants' behalf that this disparity in payment is highly relevant in deciding whether either (a) it would not be unjust for the alteration not to be made or (b) there are exceptional circumstances which justify not making the alteration.

Background and evidence

33. The Bakrania siblings are East African Asians. They were all born in Nairobi, Kenya. Hansa was born in 1940, Jayanti in 1944 and Vallabh in 1949. JVB was born in September 1952 and his wife HGB was born in December 1952. Hansa and Vallabh are British passport holders; Jayanti was a Kenyan passport holder. JVB and HGB are British passport holders..

34. Vallabh and Hansa both live in Nairobi in a large house which was bought jointly (together with Jayanti) in 1988. Hansa was not able to attend the hearing, due to health problems. Her witness statement states that she has only been once to the UK since 1998, and that was in 2012. She confirms that she did not sign either the First or Second Transfers, and notes that HGB is married, whereas she never married. At the time of the execution of the Transfers neither she or her brothers were in the United Kingdom. She cannot think of any reason why the Property would be transferred from all three siblings to two siblings. Hansa also states that she has never had any dealings with the two firms of solicitors who purportedly acted for the siblings in relation to the Transfers. Shah Solicitors acted in relation to the First Transfer; Premier Solicitors in relation to the Second Transfer. Shah Solicitors no longer exist. Some documentation from their file is available. It shows that in February 2010 they were in correspondence with Incasso LLP (who were acting for the London Borough of Enfield) in connection with restrictions registered against the title of the Property to protect interim charging order for unpaid Council tax. I will return to this point below.

35. Vallabh first came to England in 1972 and, on his evidence, spent most of his time here between 1972 and 1999. Since then he has visited the UK on a regular basis, but has lived mainly in Nairobi. In 1988 he married an English woman, and has two children, born in 1988 and 1992.

36. The Property was bought in 1986 for £98,000 with a mortgage of some £20,000 which was paid off by about 1996. The Property is a four bedroomed semi detached house. It is Vallabh's case that extensive works of repair and improvement were carried out by them to the Property. His evidence as to when he lived at or visited the Property, and in particular the date of his last visit, was not entirely clear. He and his family lived at another address until 1998 when they moved to the Property for a year or so.

37. His wife, Christine Simmons Bakrania, moved to Bristol in 2001 and has lived there since that date. Following their divorce in 1999, Vallabh decided to join his brother Jayanti in the family business (Timwood Products Ltd) in Nairobi. This is by all accounts a successful industrial hardware business of which Vallabh is the Finance Director and a 40% owner.

38. Vallabh's evidence is that Hansa, their nieces and nephews and other relatives lived at the Property during the late 1980s until 1998. Thereafter, on his evidence, a number of family members stayed at the Property for varying periods of time. Vallabh's ex wife had a key, and looked after the garden and general maintenance. On his evidence, the Property was let for two years to one family in 2003, and thereafter it was let, on and off, until 2008.

39. Vallabh's evidence as to when he last visited the Property was unclear. At one point he said this was in 2005, but both in his witness statement, and again in cross examination, he stated that he last visited in June 2009, (or at least might have gone back then) at the same time as his brother, Jayanti. He produced a schedule of trips based on an analysis of his, and his siblings' passports from November 2005 onwards, which do not show any visits by him between 2005 and October 2011; visits by Jayanti in July 2007 and in June 2009, and a visit by Hansa in June 2012. In evidence Vallabh stated that this schedule was not complete.

40. The London Borough of Enfield obtained interim charging order for unpaid Council tax on the Property in July 2005, October 2007 and November 2008 on the beneficial interest of Vallabh, all of which were protected by restrictions on the title to the Property. Vallabh cleared the arrears (some £4,900) on 29 June 2009. In evidence Vallabh stated that he left his email address with the Council, and was in correspondence with the Council between 2000 and 2010. He stated that he was not aware of the interim charging orders. No-one picked up the post. Asked why it was that he paid the outstanding tax in June 2009, he said that he had been able to agree the amount with the Council. His recollection of how he paid was a little vague: he believes his brother had money left over by way of a travel allowance from Kenya. He gave Vallabh the money, and Vallabh paid. There are no copies of any correspondence with the Council regarding the Council Tax. It appears that the Council treated the Property as unoccupied. It should also be noted that, at the time of the First Transfer, there still appeared to be an outstanding debt to Incasso LLP (acting for the Council). This information appears from the few documents the police have from the file of the solicitors who acted in relation to the First Transfer.

41. Vallabh also stated that even when the Property was unoccupied, it was regarded by him as his home. The Property was left in a clean and tidy state, fully furnished, and contained many of the items you would expect to find in a house. He denied that the Property was in the condition described by Mr Souris on his visits in January 2008 and in early 2010. He also left personal documents, such as his driving licence, share certificates and old passports. He still has the keys to the Property. He installed a burglar alarm. Every room had sensors. If activated, the alarm made a noise at the front and back, and was lit up at the front. He had the key code, as, he believed, did his ex wife. Mr Souris' evidence is that there was no alarm when he began works to renovate the Property.

42. Petros Souris is a director of a lettings agency in Palmers Green known as Peter Michael Estates. In about January 2008 a young man called Tosh walked into his office and asked for a rental valuation of a property. Mr Souris met him the same day at the Property. Tosh had keys. Mr Souris described the Property as being unkempt and neglected. There was some furniture and lots of cardboard boxes piled on a long table in the front room. There was a large leak in the ceiling of the upstairs front

bedroom. The carpet was dated. The garden looked like a jungle. Mr Souris asked Tosh if anyone was living there, and was told that the Property belonged to his parents who were in Kenya. Mr Souris said that the rental might be £1800 per month, but that it would be necessary to spend something in the region of £10,000 to bring it up to a habitable standard. It was clear to Mr Souris that Tosh was not interested in spending money on the Property.

43. Vallabh's evidence is that he had not put the Property on the market to rent, and knew nothing of Toshal's involvement. He did not know that Toshal had replaced the garden fence in 2009, or carried out any other repairs. He did not know how Toshal got into the Property. He believed that he had broken in by breaking a rear window. The evidence of a neighbour, Mr Fuat Alkan, was that there was a broken door at the back of the house in 1999. He called the police and the door was repaired the next day. Vallabh stated this was a separate incident. He repeated that he did not know how Toshil got into the Property or been able to come and go, as seems to have been the case, between 2008 and 2010. There is no doubt that Toshil had keys: he was able to let Mr Souris in, and a Mr Carter, an Empty Properties Officer employed by the Council. One explanation, put forward by Vallabh, was that he took the duplicate keys from the house and made copies.

44. Mr Carter first became involved with the Property in June 2009 following a referral from a colleague who had asked him to investigate a possible rat infestation. He first visited the Property in July 2009. He took a number of photographs, including one of two cars in the drive. The house looked unoccupied. There was a police report of a break- in in 2005. On 9 July 2009 Mr Carter sent a letter to Mrs Bakrania in Bristol. The letter stated that there had been complaints from local residents about its condition. A copy of the letter was sent to the Property. Vallabh's evidence is that this and other letters were forwarded to him by email, by his ex wife.

45. On 15 July 2009 Mr Carter received a phone call from a woman who said she was Mrs Bakrania and who stated that she believed the house was let. Mr Carter wrote again on 15 October 2009. A copy was sent to her address in Bristol and one to the Property. This letter refers to 'recent discussions with you at the Property'. The letter is instructive. It states that Mr Carter was told by Mrs Bakrania that the Property was

owned by persons living abroad, one of whom had recently died. Mr Carter had been contacted by someone (presumably Toshal) claiming to be a relative of one of the owners. The discussion between them was about the various ways in which the Property could be brought back into use. It concludes by stating that the Council had an active policy of compulsorily purchasing properties which had been left empty for any length of time. Vallabh also obtained a copy of this letter. He believed that the real issue was the state of the garden, and that this could be sorted out.

46. Mr Carter wrote again to Mrs Bakrania on 23 November 2009, and again a copy was sent to the Property. The letter stated that the Council had decided to refer the matter to the next Cabinet meeting with a view to making a compulsory purchase order. The letter urged her to finalise her proposals and provide the Council with detailed written schedules of work and a timescale. On 1 February 2010 another Council officer, Mr Child, sent a letter enclosing a notice of intended entry so as to conduct a survey. On 9 February Mr Carter and Mr Child met a young man at the Property who gave his name as Toshil Bakrania. He said he had been instructed by the owners (of whom he was the son and nephew) to sell the Property and was in touch with an estate agent, 'Peter Michaels'. The house was considered to be in a reasonable but messy condition. Mr Carter wrote a further letter on 10 February to Mr T Bakrania (at an address in Feltham) in which he stated that the Council would not now be taking any action to purchase the Property in view of the decision to sell.

47. The First Transfer, as stated above, was executed on 21 December 2009. The transfer was not for money or anything of monetary value. The figure of £400,000 was given to Land Registry as the value of the Property at the time in the application to alter the register. The transfer was witnessed by Habib Miya Malik . The Applicants' case is that the First Transfer was necessary in order to allow the real fraud – ie the Second Transfer – to take place some 8 months later.

48. I heard evidence from DC Alexander of Edmonton Police Station. At a Case Management hearing on 30 September 2014 a series of questions were set out for him to answer in writing. He did so, and confirmed the replies in oral evidence. He was satisfied that the passports of HGB and JVB were genuine. These showed that they were both born in 1952, and that at some point they lived at 27 Ruthland Road,

Southall. Their son, Toshil, lived for a period of time with Rekha Mistry (his cousin) at an address in Feltham. Vallabhh and Hansa also lived for a while at another address in Feltham. DC Alexander found no evidence that they, or Toshil, or Rekha were connected to any of the Bakrania siblings.

49. DC Alexander also stated that this is the first time he came across a case where the fraudsters have the same name and surname as the victims, but, as they had been making applications to the UK passport office since 1991, there was no reason to believe that they had fabricated their names. He was not able to state how the suspects were able to identify the Property or the Bakrania siblings.

50. Finally, he was asked what had happened to HGB, JVB and to Toshil, and to the £440,000 paid by Mr and Mrs Souris for the Property. The police have not been able to locate either the individuals or the money. It appears that they have variously travelled to Dubai, India, Australia and Singapore. The money was moved through various accounts, and most of it was sent to accounts in India. In short, the fraudsters have gone, as has the money. Finally, he was not able to trace the alleged witness to the First Transfer, and was not sure whether he had made inquiries of the witness to the Second Transfer, John Clay of Clay & Co, a firm of conveyancing solicitors in Teddington, Middlesex. His main concern had been to find the fraudsters and the money.

51. In the meanwhile, Mr Carter visited the Property again in March 2010 with Mr Child. He saw an unfurnished hallway, but the Property seemed to have been improved and be ready for occupation. The Council Tax records show that it was registered as occupied from February 2010.

52. I have taken the information relating to Mr Carter's involvement from the statement he made to the police. I have also seen a number of photographs taken by him which show the generally neglected state of the Property. Vallabh's evidence, as I said, is that he believed the Council's main concern was the state of the garden. Vallabh's evidence is that he met Mr Carter, but was not entirely clear when. At first he said he believed that he met Mr Carter after the letters were sent but before the Second Transfer, then accepted that it was after Mr and Mrs Souris purchased the Property.

Mr Carter gave him the photographs he had taken. There is no reference to a meeting with Vallabh in Mr Carter's statement, nor would such a meeting tie in with the schedule of journeys referred to above.

53. Vallabh accepted that it was in his and his siblings' interest to avoid a compulsory purchase order but stated that he did not believe the threats would be carried out. He denied the suggestion that he had organised the sale of the Property through HGB, JVB and Toshil because it was easier and more convenient than arranging for the siblings to come to London and that the fraud, if there was one, lay in the fact that HGB and JVB left without accounting for the proceeds of sale. This, he said, was a fanciful theory, which he described as the 'James Bond' theory. Nor would his ex wife have been able to organise such a complicated deal. He carried out investigations of his own to find the fraudsters, but was told that they had gone to Australia.

54. He stated that he discovered the fraud in September 2010 when his brother's daughter, Nisha, received a call from a friend saying that there appeared to be works going on at the Property. His brother was very ill and died around the same time. Vallabh was occupied with family matters and it was not until November 2010 that he contacted a family friend, Manek Buhariwalla, who visited the Property and spoke to the occupier, Mr Souris. I heard evidence from Manek, who confirmed that he had been asked to go to the Property in November 2010, and met Mr Souris.

55. Vallabh's plan is to return to England when he retires. He is not, as stated above, a Kenyan citizen. He is concerned about the unstable situation in Kenya. The house he lives in there, although jointly owned, will effectively be used by Jayanti's family, and he will retain the Property. His children are in this country in rented accommodation.

56. On behalf of the Applicants I also heard from Dilip Shah, who lives at 15 Wilmer Way, which is to the right of the Property looked at from the street. He bought this property in 2004. At the time of his purchase, he noticed a car parked outside the Property, which was there for some time. It had a personalised number plate beginning with VB. On the day he moved in, he noticed a broken window at the back of the Property. He called the police but they had already been informed by another neighbour. The window was secured within a week with a corrugated iron sheet. It

remained like that for a long time. The garden at the back of the Property was like a jungle; it was overgrown, the fences were falling down, and he noticed rats.

57. The Property was empty when he moved in. Two years passed before he saw anyone there. He called the Council to inquire as to the owner because of his concern about the state of the garden and the rat infestation. Letters were often left poking out of the letter box. A telling detail was the fact that he became concerned about a copy of the Yellow Pages left outside the house, and removed it.

58. Mr Shah believes he first met Vallabh in November 2006. He asked Mr Shah if he knew what had happened to his car, which was no longer there. Mr Shah and Vallabh went for a drink a few days later. Vallabh stated that he would be coming back the following summer and that in the meanwhile he would prune the trees. Some work on the garden was done. Vallabh did not, so far as Mr Shah knows, return the following year, and he never saw him again.

59. On one occasion Mr Shah met Toshik(l) who introduced himself as the son of part owners of the Property (they were sitting in a car at the time). Toshik said that Vallabh was a cousin of his parents, and that he had gone missing. Toshik gave him his phone number (Mr Shah no longer has the number). He had a key to the house. Toshik also said that he would sort out the problems at the Property, including the fences. When he did not return, and no work was done, Mr Shah rang him. A few weeks later Toshik repaired the fences. The next and last time Mr Shah saw him was a year or so later when he was clearing rubbish from the Property into a skip.

60. Between 2004 and July 2010, when Mr and Mrs Souris moved in, Mr Shah's evidence is that no-one stayed at the house apart from Vallabh, who stayed there for two weeks. He never saw any lights, nor any movement.

61. I also heard evidence from Fuat Alkan, who lives on the corner of Wilmer Way and Morton Way. He has lived there with his family since 1995. His evidence was that for majority of the 15 years from 1995 to 2010 the Property was empty. In about 1996 two men lived there for some six months. They told Mr Alkan they were tenants. Some time later an Indian family lived there for a short time. After that, the wife of

one of the owners (Mrs Bakrania) lived there with 2 children. After that, he said, the Property was empty until 2010. He knows Vallabh, who visited the Property occasionally. He had Vallabh's telephone number. In about 1999 there was a broken door at the back of the Property: when the police came, he gave them Vallabh's contact details. The garden was particularly neglected.

62. On one occasion Mr Alkan met a young man, and a middle aged man. He spoke to the young man who told him his uncle had died in an accident. Mr Alkan assumed this was Vallabh. He saw the two men come and go on a number of occasions. At one time they were removing items of furniture because they were either going to rent or sell the house. He did not see Vallabh after that date until later, in 2014, when he appeared on his door step. Mr Alkan was shocked, and asked if he was seeing a ghost. He came to the house again the next day and showed him colour photographs of the two Indian men. Vallabh in evidence stated the photographs had been given to him by the police, although Mr Alkan remembers him saying that the photographs had been taken by neighbours. DC Alexander did not deal with this point.

63. I have referred to part of Mr Souris' evidence above. He is a director of a lettings agency, and a 50% shareholder with his co-director, Michael Mouzoure. In addition to owning the Property jointly with his wife, he owns their former matrimonial home in Enfield and a property in Edmonton, both of which are let. The company, Peter Michael Estates, owns two further properties. The business started in 2006. Mr and Mrs Souris have two children, aged 15 and 12.

64. Following his first encounter with Toshil in January 2008, he heard nothing further from him for two years. In January 2010 Toshil once again walked into his office, and asked whether Mr Souris knew anyone who might be interested in buying the Property. As it happened, Mr Souris was looking for a house at that time. He was anxious to move to a house within the catchment area for schools in the Southgate area as his daughter was about to go to secondary school. In order to secure a place for their daughter, they had moved to rented accommodation in November 2009.

65. He and Toshil went to the Property the same day. The Property seemed the same as it had been in 2008. It was cold, damp, with a musty smell. The boiler in the kitchen had

its cover off, and bits were on the worktop. The furniture appeared the same, but there seemed to be more boxes. The beds were leaning against the walls. There were water marks in the smaller bedrooms. There were problems with the drains. It seemed to Mr Souris that the house was essentially used for storage and was not a home. His impression was that it had not been occupied for a number of years. He asked Toshil what had happened in the last two years, and was told that they had decided not to let it. Mr Souris assumed this was because they did not have the money to repair it. Mr Souris and Toshil discussed the price (£450,000) and Mr Souris asked if his wife – who worked in the business as an accounts manager - could also view the Property that day. They offered £410,000. In the event, they settled on £440,000.

66. Toshil gave him a key to the Property to allow builder in to price the works needed. Both instructed solicitors. Mr and Mrs Souris instructed Charles Ross. Toshil instructed Premier Solicitors. I have seen the files of both solicitors. The valuation was carried out in April 2010. Exchange and completion took place on the same day, 2 July 2010. Mr Souris went to the Property on 1 July. The Property had been mainly cleared out, apart from some rubbish in the garage. They agreed to reduce the price by £500 to allow Mr Souris to pay for a skip. The clearance of the garden, in due course, involved some 18 skips.

67. Premier Solicitors wrote to Charles Ross on 20 April 2010, stating that the sellers were living in India, where they had lived for the previous two years. For this reason they stated that they had no knowledge of the property and would be unable to answer general queries. The replies in the protocol form had been given by their son, who lived there. Charles Ross replied on 7 May 2010 stating that even if the sellers had been living in India, there was no reason why they could not reply by email or fax. The letter also asked for confirmation that the Property had not been sold at an undervalue in the previous 6 years. On 10 May Charles Ross wrote again, noting that the property had been sold in December 2009 for £400,000 and asking for an explanation as to the increase in value. Premier Solicitors replied on 13 May 2010, stating that the Property had been originally held by their clients and their brother who was removed from the (title of the) Property. The figure entered in the Land Registry was an estimate. No valuation was carried out at the time. They did not act for their clients on that transfer.

68. The point was pursued by Charles Ross, who asked for further details, given their obligation to draw to the lenders any sales or transfers which had occurred in the last 6 months. A copy of this letter was sent to Mr and Mrs Souris. A telephone attendance note dated 18 May 2010 records Mr Souris as saying that he understood that the solicitors had to do things thoroughly. The reply from Premier was that the Barkrania's brother had emigrated to India and asked to be removed from the title, gifting his share to his siblings.

69. The Property Information Form dated 27 May 2010 was said on behalf of the Applicant to raise a few queries in the mind of the purchasers. Under the heading Council Tax no answer is given to the question 'What council tax band is the property in?' nor to the question 'How much is payable this year?'. In answer to the question 'Is there central heating at the property?' the answer was no. The Home Information Pack stated that the Property was vacant. It also stated that there was gas central heating

70. Charles Ross asked further questions on this form, comparing it to the information given in the Home Information Pack regarding the central heating, and a number of other issues. Premier Solicitors contacted Toshil who replied that he did not know if the central hearing system worked because the property is not in use. He also stated his parents had never lived here. On 7 June they replied to Charles Ross stating that their clients had returned to India due to a family emergency. A further letter stated that the Property had been empty for the last three years.

71. Mr Souris was asked whether there was anything regarding the sale of the Property to cause him concern. He replied that he never had a feeling of disquiet, and that he would never, in any event, have purchased a property which was, in his terms, a 'rotten egg.'. He did not find it surprising that a share in the property had been transferred. Nor was he concerned about the lack of clarity about the central heating or the failure to answer the question about the council tax. He relied on his solicitors to carry out their work with due care and diligence. In the course of this matter, the Solicitors Regulatory Authority examined Charles Ross' conveyancing file and could not find fault with it. The investigating officer stated that the firm had acted in the best

interest of Mr and Mrs Souris and the lender. In any event, so far as the heating was concerned, he intended to carry out extensive works of improvement and modernisation, and to replace the heating system.

72. I had the benefit of a site visit on the first morning of the hearing. The Property has been comprehensively re-furbished and modernised. The front porch has been extended. The garage is a play room and utility room. The kitchen has also been extended and replaced. The house has been re-wired and re-plumbed. There is a new central heating system. The bathroom and toilet has been replaced. There is new flooring on the ground floor and the carpets upstairs have been replaced. The brick work at the front of the Property has been repointed. The roof has been extensively repaired. The walls have been re-plastered. A new burglar alarm has been installed (as mentioned above, Mr Souris' evidence is that he did not find any alarm system when he began works to the Property) The garden was fully cleared. The Property is now a well appointed, well maintained family home, in excellent condition.

73. Mr and Mrs Souris and their children moved into the Property towards the end of November 2010. Shortly afterwards, a man appeared at the door asking them whether they were tenants. This was Vallabh's friend, Manek Buhariwalla.

74. I heard evidence too from Mrs Souris. She described her first visit with her husband and Toshil. Her impression was that the house would have to be gutted in order for them to be able to live there. The bathroom was, in her words, 'disgusting'. The kitchen was very old. There was furniture piled up everywhere. It was obvious to her that no-one was living there. There were no photographs or any other signs of the sort of personal belongings you would expect from someone living there. But she could see that the Property had potential, and it suited them as a family. Peter Michael's office was only 5 minutes away. Their daughter's school was 10 minutes away, and their son's 15 minutes away. Mrs Souris also stated that, in her view, £440,000 was the most they would (or could) offer in view of the condition of the Property.

75. Mrs Souris was diagnosed with cancer in December 2013. She has undergone three major operations and a curse of chemotherapy. Mr Souris described the financial and emotional strain the family have endured since the issue of ownership was first raised.

Findings of fact

76. It is accepted on all sides that none of the Bakrania siblings executed the First or Second Transfers. The key issues of fact which emerged during the hearing were, first, did the Bakranias authorise (or were they aware of) the Transfers? Second (and assuming the Applicants' interest was not over-reached), and if the answer to the first question is no, were they, or any of them, in actual occupation at the time of the Second Transfer? Thirdly, if they were not, can it be said that Mr and Mrs Souris by lack of proper care caused or contributed to their (mistaken) registration as owners, or that it would for any other reason be unjust for the alteration not to be made? Fourthly, in the event that this is a case of alteration and not rectification, are there exceptional circumstances which justify not making the alteration?

Some general observations on the evidence

77. I found Mr and Mrs Souris to be straightforward and entirely honest witnesses, as I did the neighbours and the police officer. To the extent that there is any conflict between their evidence and that of Vallabh I prefer their evidence. Vallabh's evidence was at times confused and contradictory. I do not accept that he visited the Property as often as he claimed, and in particular I am not satisfied that he visited, or in any event stayed at, the Property in 2009. I am left in no doubt that the Property was neglected and largely unoccupied from 1999 onwards.

The fraud

78. There are a number of unusual, and possibly disquieting, features of this case. Toshil was able to access the Property in 2008, and thereafter came and went until the sale of the Property in 2010. He clearly had keys, and if the alarm was activated, was able to de-activate it. He was confident enough to hold himself out as able to deal with the Property on behalf of the owners in 2008, then again in 2009 with the Council, and again in 2010. He also communicated with the neighbours, gave one of his phone number, and carried out some (limited) work on the Property. He could not, of course,

be sure that he would not meet either Mrs Bakrania or any of the owners at the Property.

79. The Council's involvement came to Vallabh's notice, as all the letters were forwarded to him. It also appears to be the case that David Carter met Mrs Bakrania in the autumn of 2009 at the Property. In his letter to her on 15 October 2009, Mr Carter refers to having been contacted by a relative of the owners – presumably Toshil. This letter, it seems to me, might have raised some concerns in the minds of Mrs Bakrania and Vallabh, and could well have precipitated the decision to sell. Vallabh did not refer to any of the letters regarding the involvement of the Council or the possible Compulsory Purchase Order in his Statement of Case or early in the proceedings. This information came to light when the police file was obtained after the Case Management Conference. It was also submitted on behalf of the Bank and Mr and Mrs Souris that the payment of the Council tax arrears in the summer of 2009 cleared the way for the Transfers.

80. Mr Brilliant, acting for Vallabh and Hansa, submitted that the allegation of involvement by the Applicants (though adumbrated in the Bank's Statement of Case) was only fully developed at the hearing, and in particular when it was suggested that the real fraud was that JVB and HGB simply took the proceeds of sale and did not account to the Applicants for those proceeds. He also pointed out that the scheme appears, on any basis, to be irrational and unnecessary: the transfer documents could have been sent to Nairobi for execution. Alternatively, an attorney could have been appointed. And why, he asked, was there any need to involve Toshil at all, or to wait two years between Toshil's first attempt to rent out the Property and the decision some two years later to sell it. Why did Toshil let it be known that Mr Vallabh had died, instead of simply stating that he had been authorised to sell? Mr Brilliant submitted that these are serious allegations, which should be left to Land Registry if an application for an indemnity is pursued.

81. I agree with Mr Brillant's submission that this question should be left to Land Registry. It seems to me that the appropriate way of approaching this aspect of the case is to find, simply, that the Transfers were forgeries and to assume, for present purposes, that Vallabh and Hansa were unaware of and did not authorise the Transfers.

It is not necessary for me, in the light of my further conclusions below, to go further and to make any findings on this point. In the event that the Applicants apply for an indemnity under Schedule 8 to the Land Registration Act 2002, the background will be fully investigated by Land Registry who will no doubt be able to draw on their wide experience of property fraud.

Were the Applicants or either of them in actual occupation of the Property at the time of the Transfers?

82. The second factual issue is whether the Applicants (or indeed any member of their families) were in actual occupation of the Property at the time of the Transfers. The relevant transfer must, it seems, to me, be the Second Transfer but I will nonetheless consider the position both in December 2009 and then again some 7 months later, in July 2010.

83. I have no hesitation in finding that none of the Applicants, nor anyone who could be said to be connected with them, were in occupation at the time of the Transfers. As stated above, I fully accept the evidence of Mr Souris as to the state of the Property in 2008 and his and Mrs Souris' evidence of the state of the Property in 2010, as I do the evidence of the two neighbours who gave evidence. The involvement of the Council shortly before the First Transfer and the threat of the CPO (and the Council's desire more generally to bring what they considered to be an empty property back into use) are further evidence that the Property had not been occupied by anyone for many years, and had only been used fleetingly by Vallabh and, more recently, by Toshil.

84. The photographs taken by Mr Carter in February 2010 show a house which was used, as Mr Souris stated, more as a storage unit than an occupied home. Vallabh's own evidence, which was not entirely clear, does not come near to alleging that the Property was occupied. He had been there briefly, it seems, before 1999 and since then, in my judgment, had not lived in or occupied the Property. On his own evidence, the Property was used as a bolt hole or insurance in the event that he might have to leave Kenya, although he lived without difficulty in Kenya for some 18 years, and ran a successful business there. I note in passing that the allegation that the Applicants

were in actual occupation of the Property was only made very at the outset of the hearing.

85. I do not accept that there were any personal belongings or other items which indicated, or could have indicated, that either Vallabh or Hansa or any other member of their family occupied the Property. At the time of the purchase by Mr and Mrs Souris the Property was damp, the roof leaked, the boiler was inoperable and the drains were blocked, and the Property was in over all need of substantial repairs. Mr Souris noted no significant change between 2008 and 2010. As he said, as an estate agent, he can very quickly tell whether a property is occupied.

86. If the Property was occupied at all, it was occupied by Toshil. He had the keys, and arranged for the Property to be inspected by the Council, and to be viewed by Mr and Mrs Souris. It is not irrelevant, in my judgment, that Mr Souris was told by Toshil that his parents had not lived at the Property for a number of years, a fact confirmed by JVB and HGB's solicitors. It seems to me that this is plainly a case where, even if it could be said, contrary to my findings, that the Applicants or one of them was in occupation, this occupation was not and could not have been obvious on a reasonably careful inspection. So far as the Souris' (and the Bank) were concerned, the Property was vacant, and owned by absentee proprietors who had left the sale to their son, Toshil.

The paragraph 6(2) test.

87. This is the relevant test to be applied. As Mr and Mrs Souris are in possession, it is necessary for the Applicants to show either that by reason of lack of proper care they substantially contributed to the mistake, or that in any event it would not be unjust for any other reason for the alteration not to be made.

88. In fairness to Mr Brilliant, he accepted at the outset that it was not open to him to argue that the Property was purchased by Mr and Mrs Souris at a conspicuous undervalue. Nor did he argue with any force that Mr and Mrs Souris by their own lack of proper care substantially contributed to the mistake. The points he raised in cross examination, namely the fact that the Property had been sold within 6 months, and that

the answers to the inquiries before contract were unsatisfactory in some respects (in relation to the payment of Council tax, and the state of the central heating) were all, in judgement, satisfactorily dealt with by Mr Souris. I fully accept that he was a careful and scrupulous buyer, and that his solicitors dealt very properly with every concern which was raised and which emerged.

89. The issue therefore narrows itself to the question whether the Applicants can show that it would be unjust for the alteration not to be made. The use of the double negative indicates that the general policy of the Act that it is unjust to rectify the register without the consent of the proprietor save in limited circumstances. This is not a case where the registered proprietor will be able to extract an unexpected ransom or windfall (*James Hay Pension Trustees Ltd v Cooper Trustees Ltd* [2005] EWHC 36) or where the registration of the Property in the Souris' name was itself obtained on false premises (*Baxter v Mannion* [2011] EWCA Civ 120).

90. Mr Brilliant refers to the indemnity payable to the Applicants on the one hand, and Mr and Mrs Souris on the other. There is indeed a discrepancy. But Mr and Mrs Souris have spent very considerable sums of money, and a great deal of time and energy, making the Property into a home for themselves and their children. There are a number of factors why it would not be convenient for them to have to move elsewhere, such as proximity to work and school. The effort they have made, in terms of money and time, will accrue as an unjustified windfall to the Applicants, who have done very little to care for the Property since 1999 onwards. Their failure to take proper care of the Property for many years, it seems to me, clearly facilitated the fraud. Moreover the Applicants delayed in bringing this application. On Vallabh's evidence he first became aware of Mr and Mrs Souris' occupation in September 2010, yet did nothing at all until November. Some 18 months passed between the Second Transfer and the application to alter the register.

91. The Property has no value to the Applicants other than as an asset which might or might not be sold, might or might not be used, depending, on Vallabh's evidence, on what happens if and he decides to retire and to leave Kenya.

92. Taking all these factors into account, I have no hesitation in concluding that register should not be altered to remove either Mr and Mrs Souris as proprietors or the Bank as chargee. The exceptions set out in paragraph 6(2) of Schedule 4 do not, in my judgment, apply.

The Paragraph 6(3) test

93. If I am wrong in concluding that the alteration, in this case, amounts to rectification, the final question which arises is whether there are exceptional circumstances which justify not making the alteration. Bearing in mind the test set out in *Paton v Todd*, it seems to me clear that, first, and for all the reasons set out above, there are exceptional circumstances and second the deleterious effect of altering the title far outweighs the harm to the Applicants of not altering the title. Mr and Mrs Souris are the victims of a fraud of which they are wholly innocent, and which they took all reasonable steps to avoid. The Property is well cared for and much loved home. The Applicants', as I have said, laid the ground for the fraud by their neglect of the Property, and in any event, at best, intend to make use of the Property either to sell or as no more than a bolt hole in (what seems to be unlikely) event that Vallabh has to leave Kenya.

Conclusion

94. For all the reasons set out above I will order the Chief Land Registrar to cancel the applications made by the Applicants. As to costs, in principle, Mr and Mrs Souris and the Bank are entitled to their costs, since the date of the reference, against the Applicants. It may be that the costs will need to be the subject of a detailed assessment. In the first instance, the Respondents are to file and serve a schedule of costs in Form N260 or the like by 5th May 2017. The Applicants may respond within two weeks of receipt of the schedule. I will then consider what order to make.

BY ORDER OF THE TRIBUNAL

Ann McAllister

Dated this 13th day of April 2017