UPPER TRIBUNAL (LANDS CHAMBER)

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TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

COMPENSATION – Compulsory Purchase – acquiring authority exercising option to purchase – purchase price determined by expert appointed under option agreement – land then vested by use of compulsory powers – reference for compensation – application to strike out - whether Tribunal has jurisdiction to determine compensation – section 1, Land Compensation Act 1961 – application dismissed.

IN THE MATTER OF A NOTICE OF REFERENCE

BETWEEN:

PHOENIX DEVELOPMENTS (JPJ) LIMITED
Claimant

and

THE LANCASHIRE COUNTY COUNCIL
Acquiring Authority

Re: Land at School Street/Edgar Street, Accrington

Before: Martin Rodger QC, Deputy President

Sitting at: Liverpool Civil & Family Court Centre
on
14 January 2016

Vincent Blake-Barnard, instructed by M Ayub Sadiq, solicitor, for the claimant
Alan Evans, instructed by Lancashire County Council, for the acquiring authority

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The following cases are referred to in this decision:

BP Oil UK Ltd v Kent County Council [2003] EWCA Civ 798

Marks and Spencer plc v BNP Paribas Securities Services Trust Company (Jersey) Ltd [2015] UKSC 72

S.B. Property Co Ltd v Chelsea Football and Athletic Co Ltd (1992) 64 P & CR 440

Spiro v Glencrown [1991] Ch 537

Introduction

1. Under section 1 of the Land Compensation Act 1961 the Upper Tribunal has jurisdiction to determine "any question of disputed compensation" where land is authorised to be acquired compulsorily under a statute. This reference raises an interesting preliminary issue concerning the Tribunal's jurisdiction to determine compensation for land acquired by compulsory purchase in unusual circumstances.

2. Before vesting land in Accrington in itself by the use of compulsory powers, the acquiring authority, Lancashire County Council, had already initiated the exercise of its contractual rights under an option agreement entitling it to acquire the same land at a price determined by an expert. The purchase price under the option agreement was the aggregate of the market value of the land and all other sums the landowner would have been entitled to had the land been acquired compulsorily. That price was determined by an expert, but no sale was ever completed, nor were the authority's rights under the agreement terminated before the vesting date. The question I now have to determine is whether the landowner is entitled to refer the compensation payable for the taking of the land to the Tribunal for determination under the compensation code, or whether the expert's determination of the contractual purchase price (a sum intended to mirror statutory compensation) means that there is no "question of disputed compensation" capable of being referred to the Tribunal.

3. The issue arises on an application by the acquiring authority for a determination that the Tribunal has no jurisdiction to determine the reference brought by the claimant landowner, Phoenix Developments (JPJ) Limited. There is a second application, issued by the claimant, seeking a direction of the Tribunal that the acquiring authority make an advance payment equal to 90% of the authority's assessment of the sum payable in compensation.

The Facts

4. The applications come before the Tribunal following the exchange of statements of case but without either party having filed any formal evidence. The facts relevant to the application to strike out the reference must therefore be taken from the statements of case and the documents referred to in them. There is no serious dispute over those facts which I can summarise briefly.

5. The claimant is a property development company. Until 19 December 2014 it owned land extending to about 1,100m^2 lying between Edgar Street and School Street in Accrington, on the fringes of the town's central shopping area. The land was formerly the site of a building occupied by the local newspaper, the Accrington Observer, but by the time the claimant acquired its interest that building had been demolished and the land had become largely disused and overgrown.

6. The claimant's interests in the land are part leasehold and part freehold (including one unregistered parcel) and was acquired in two tranches in July 2004 and September 2008. In February 2008 the claimant applied for planning permission to develop the land for a mixed development of retail, leisure and office units but its application was refused on the grounds that it would prejudice the completion and delivery of the Accrington town centre master plan. An appeal by the claimant against the refusal of planning permission was itself refused on 1 September 2009 for

the same reason. Under the master plan the claimant's land was ear-marked as the site for a new bus station, although the availability of funding for the new development remained in doubt until the summer of 2012.

7. On 3 February 2010 the claimant gave a purchase notice to the local planning authority, Hyndburn Borough Council, under section 137 of the Town and Country Planning Act 1971, requiring it to purchase the claimant's interest in the land on the grounds that the refusal of planning permission had rendered the land incapable of beneficial use. The notice was referred to a public inquiry but lengthy and ultimately successful negotiations followed; these resulted in the grant by the claimant of an option entitling the acquiring authority to purchase the land. The acquiring authority's purpose in taking the option was to avoid the expense and uncertainty of the forthcoming inquiry and to gain flexibility for itself to await the outcome of its bid for funding for the bus station project before being required to pay for the land.

8. The option was contained in an Option Agreement executed on 5 October 2011 which was exercisable by written notice to be given not later than 31 August 2012. The effect of the Option Agreement is in dispute and I will refer to its terms in some detail shortly. An option fee of £5,000 was payable on the date of entry into the agreement together with a further £800 per month for 18 months from 1 March 2011. The Purchase Price was defined as "the Market Value of the Property and additional compensation payments as applicable under the provisions of the Compensation Code" (an expression defined in comprehensive terms to include all of the principal compensation statutes).

9. The claimant's land was not the only land required for the construction of the proposed new bus station. On 25 September 2013 the Lancashire County Council (Accrington Bus Station) Compulsory Purchase Order 2013 was made to facilitate the acquiring authority's scheme. The claimant's land comprised plots 1, 2 and 3 in the CPO, and was one of more than 40 parcels of land to be acquired. The CPO was duly confirmed by the Secretary of State and notice of confirmation was sent to the claimant on 17 October 2013 together with a notice of intention to make a general vesting declaration. On 19 December 2014 the acquiring authority made a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 causing all of the land comprised in the CPO to vest in it on 26 January 2015.

10. Prior to its successful conclusion in this way, the process of compulsory acquisition of the claimant's land had proceeded in parallel with the exercise by the acquiring authority of its contractual rights under the Option Agreement. On 23 August 2012, funding for the proposed new bus station having been secured, the authority gave notice to the claimant exercising the option. By that time discussions had already taken place between the claimant and the authority's surveyor with a view to agreeing the purchase price. Those discussions were unsuccessful and the claimant decided to invoke the dispute resolution procedure in the Option Agreement. There is no evidence before me of any of the prior steps which must have been taken, but on 4 September 2013 Mr J C Houston FRICS was appointed as expert to determine the purchase price under the Option Agreement following an application to the President of the Royal Institute of Chartered Surveyors. Mr Houston subsequently produced a detailed determination following the receipt of valuation submissions from both parties.

11. I was told that it was the claimant which had taken the initiative to procure the expert's appointment, but that it had intended for him to determine only that part of the purchase price represented by the market value of the land and not the additional sum which would have been payable under the statutory compensation code. If that was the claimant's intention it was not carried into effect. In his determination dated 20 January 2014 the expert found that the contractual purchase price was £197,327.25. That figure was the aggregate of £140,000, which he determined to be the market value of the land on 23 August 2012, the agreed valuation date, and a further sum of £57,327.25 representing compensation for disturbance ascertained by applying the compensation code. It is clear from his determination that the expert approached the quantification of the compensation for disturbance as he understood the Tribunal would have done had the land been acquired compulsorily, including sums for re-investment costs, management time, bank costs, insurance, planning and professional fees and a statutory loss payment.

12. The claimant was dissatisfied with the expert's determination and on 1 May 2014 its solicitors wrote to the acquiring authority informing it that the claimant had "decided not to commit themselves to the sale of the property in accordance with clause 10.1.1 of the Option Agreement". The solicitors requested that the unilateral notice and restriction which the acquiring authority had caused to be placed on the title register be removed. That request received a rather surprising response. On 16 June 2014 a locum solicitor at the acquiring authority sent an e-mail to the claimant's solicitors, referring to the absence of agreement "as regards the Option/Purchase", before continuing:

> "As regards the Option Agreement whilst I note your comments the Option will not be removed until the Council are refunded the monies paid over in relation to the Option."

13. That was how matters stood on 26 January 2015 when the claimant's land vested in the acquiring authority pursuant to the CPO. No further progress had been made by 16 September 2015 when the claimant referred its claim for compensation for the compulsory acquisition of the land to the Tribunal.

The reference

14. In its statement of case in the reference the claimant claims £300,000 as the market value of the land, a further £107,156 in costs and professional fees, and a sum in excess of £1.5m as lost profit from the development which had been frustrated by the acquiring authority's scheme.

15. In its statement of case the acquiring authority contends that the Tribunal has no jurisdiction in the reference because, following the binding determination of the expert appointed under the Option Agreement, "there is no remaining dispute between the claimant and the respondent in relation to compensation for the acquisition of the land". Without prejudice to that submission the acquiring authority asserts that the market value of the land on the statutory valuation hypothesis at the vesting date was £140,000, and denies that the claimant is entitled to compensation for loss of profits.

16. On 4 December 2015 the Tribunal ordered that the acquiring authority's primary case be treated as an application to strike out the reference.

The Option Agreement

17. The parties to the option agreement were the claimant (referred to throughout as "the Seller") and the acquiring authority ("the Buyer").

18. By clause 2 of the Agreement the claimant granted the acquiring authority the Option, which was defined as: "the option for the Buyer to purchase the property on terms to be agreed between the Buyer and the Seller following the service of the Option Notice".

19. Provisions for the option to lapse or determine are contained in clause 3. The option would lapse if the Buyer did not exercise it by 31 August 2012 (clause 3.1). Under clause 3.2 the Buyer could also give the Seller 28 days notice determining the Agreement. In either event the Buyer was to secure the removal of all notices, cautions and other entries it may have registered, but the Seller was to retain the option fee (clause 3.3).

20. Clause 4 of the Option Agreement is entitled "Price and Exercise of Option", and provides as follows:

> "4.1 The Buyer may exercise the Option at any time before the expiry of the Option Period by giving the Option Notice to the Seller.
>
> 4.2 Throughout the Option Period the Seller and the Buyer shall each deal with the other in good faith and following the exercise of the Option shall diligently progress towards the completion of the sale and purchase of the Property.
>
> 4.3 If within 3 months after the date of the Option Notice the parties (through professional advisers if they so desire) have not agreed the Purchase Price then either party may refer the matter to the Lands Tribunal or such other adjudication process as may be agreed between the parties hereto.
>
> 4.4. The Option Fee shall not be deducted from the Price."

21. By clause 5.1 provision is made for the Seller to deduce title and provide a draft contract for sale to the Buyer within 20 working days of the exercise of the option, and to respond expeditiously and reasonably to preliminary inquiries, requisitions on title or amendments to the draft contract suggested by the Buyer's solicitors.

22. By clause 7 the parties agreed that any dispute was to be referred to an expert appointed jointly or nominated in default of agreement by the President of the RICS on the application of either of them. The expert was directed by clause 7.4 to "make his decision on matters of valuation within the range of any representations made by the parties", and was required to give reasons for his decision.

23. Clause 9 of the Option Agreement placed various restrictions on the Seller's entitlement to deal with the land during the Option Period, including a prohibition on submitting any planning application

relating to the property. By clause 11 the Seller agreed not to enter into any disposition of the property within the Option Period without first procuring a covenant by the transferee agreeing to comply with the terms of the Option Agreement. The Buyer was entitled to protect the Option by appropriate entries on the Land Register and registration of a class C land charge.

24. By clause 9.6 the claimant additionally agreed not to serve any statutory purchase notice on the acquiring authority or any other notice compelling it to purchase or pay any form of compensation relating to the land.

25. Under the heading "Agreements and Declarations" clause 10.1 (which the claimant's solicitors sought to invoke by their letter of 1 May 2014 referred to in paragraph 12 above) provides as follows:

> "This agreement:
>
> 10.1.1 does not commit the parties to the sale;
>
> 10.1.2. does not form part of any other contract; and
>
> 10.1.3 is personal to the buyer and may not be dealt with by the buyer in any way."

The acquiring authority's application to strike out the reference

26. Mr Evans, who appeared on behalf of the acquiring authority, submitted that the Tribunal had no jurisdiction to entertain the reference because the compensation to be paid to the claimant in respect of the land was not, or could not properly be, disputed after it had been determined by the expert under the binding contractual procedure agreed between the parties.

27. Mr Evans explained that the purpose of the Option Agreement, as is apparent from clause 9.6, was to prevent the claimant from seeking to compel the acquiring authority to purchase the land and pay compensation at a time when funds for the new bus station had not yet been confirmed and it was not known whether the project would go ahead. The Option Agreement was therefore intended to delay the payment of compensation (a delay for which the claimant was compensated by the monthly payments of the Option Fee) while at the same time securing that the land would remain available to be acquired at a time of the acquiring authority's choosing once the funding position became clearer. The position had become clear by 23 August 2012 when the acquiring authority served the Option Notice, and at that point, Mr Evans submitted, the authority became entitled to acquire the land on terms to be agreed between the parties or ascertained under the dispute resolution provisions of the Option Agreement. Under clause 4.3 either party had had the right to refer the determination of the Purchase Price to the Tribunal but they could, and in the event did, agree instead that it would be determined by an expert.

28. Mr Evans acknowledged that the expert had determined a contractual Purchase Price by reference to a valuation date of 23 August 2012, and not a figure for statutory compensation as at 26 January 2015, the date of the vesting of the land in the acquiring authority. Nevertheless, he submitted, the expert's determination had been a determination of the Purchase Price on the basis

that it was the aggregate of the market value of the land and any additional compensation payable under the compensation code. That assessment of compensation bound the claimant and barred it from contending that there was a question of disputed compensation capable of being the subject of a reference to the Tribunal under section 1 of the 1961 Act. Mr Evans submitted that it must have been within the contemplation of the parties that, despite the Option Agreement, the land might be acquired by compulsory purchase and he suggested that there ought to be implied into the Option Agreement a term that any determination by an expert or the Tribunal under clause 7 or clause 4.3 of the Agreement would remain binding between the parties in the event that the acquisition of the land was completed by the exercise of the acquiring authority's powers of compulsory purchase rather than by a contract arising from the exercise of the option.

29. For the claimant, Mr Blake-Barnard submitted that the Tribunal does have jurisdiction because the claimant's entitlement to statutory compensation remains in dispute. He made three submissions in relation to the Option Agreement. First he suggested that the claimant had been entitled to withdraw from the Agreement, and had done so by its solicitor's letter of 1 May 2014. Secondly he submitted that in any event the Agreement did not bind the claimant to sell the land to the acquiring authority at the price determined by the expert. And finally he submitted that the Agreement became invalid when the acquiring authority took steps to acquire the land using its compulsory purchase powers.

Discussion and conclusion

30. The position seems to me to be more straightforward than either counsel suggested.

31. The claimant's land was acquired by the exercise of compulsory powers on 26 January 2015 and there has been no agreement between the parties of the compensation payable in respect of that acquisition. The claimant is clearly entitled to refer the determination of that compensation to the Tribunal under the 1961 Act. Subject to Mr Evans' submission about the existence of an implied term in the Option Agreement the expert's determination is simply irrelevant to the question whether the Tribunal has jurisdiction to entertain the reference. The expert's determination was made for a different purpose. Even if the price determined by the expert included the sum which he considered the claimant would have been entitled to receive in statutory compensation if the land had been compulsorily acquired in August 2012, there has been no agreement by the claimant to treat that determination as conclusive of the value of the entitlement which accrued to it in January 2015. Even if the statutory vesting date had been much closer to the contractual valuation date, or even had the dates coincided, the power which the parties gave to the expert was solely to resolve disputes under the Option Agreement and did not extend to making binding determinations of the claimant's statutory entitlement to compensation.

32. The position here is the converse of that in *BP Oil UK Ltd v Kent County Council* [2003] EWCA Civ 798, from which Mr Evans sought to derive support. The question in that case was whether an agreement entered into *after* an acquiring authority had entered and taken possession of land had the effect that the land owner's statutory entitlement to compensation had become a contractual right to a purchase price which, in default of agreement, was to be determined by the Lands Tribunal applying the statutory compensation code; the question was significant because the

reference had been made to the Tribunal after the expiry of the limitation period for a statutory claim arising on the date of entry. Carnwath LJ observed that the fact that the contractual method of calculating the consideration payable for the land would replicate the method that would apply under the statutory code, "did not deprive the clause of contractual effect" (as the acquiring authority had argued). The Court of Appeal was not dealing with a case such as this one, in which an enforceable contractual right to acquire land at a determined price had been put on one side by the acquiring authority in favour of the exercise of compulsory powers.

33. Mr Evans' suggested implied term is unarguable. It is neither necessary nor obvious that the expert's determination of the contractual purchase price would have been intended by reasonable people in the position of these parties to be determinative also of the claimant's statutory entitlement in the improbable event of the land being acquired at an indeterminate time in the future by the exercise of compulsory powers. The Supreme Court has reviewed the law on the implication of contractual terms in its very recent decision in *Marks and Spencer plc v BNP Paribas Securities Services Trust Company (Jersey) Ltd* [2015] UKSC 72. There is no need to refer to the speeches in any detail, other than to mention the observation of Lord Neuberger (with whom Lord Sumption and Lord Hodge agreed), at paragraph 21, that "a term can only be implied if, without the term, the contract would lack commercial or practical coherence". That cannot be said of the suggested term that any determination of the Purchase Price under clause 4.3 of the Option Agreement would be determinative of all the claimant's rights to compensation if the land was later acquired, not by a contract arising from the exercise of the option, but by the use of powers of compulsory purchase.

34. Mr Blake-Barnard focussed his submissions on trying to establish that the Option Agreement was no longer enforceable at the date of vesting. The second of his arguments in support of that contention was the most fundamental, namely, that the Option Agreement did not bind the claimant to sell the land to the acquiring authority at all. The purpose of the agreement had simply been to prevent the claimant from dealing with the land, or forcing the authority to purchase it before it was ready to do so, and it had not been the parties' intention that the option itself would result in the claimant being forced to sell the land at a price which it was not willing to agree. That submission was based on the definition of the Option and on the statement in clause 10.1.1 that "this agreement does not commit the parties to the sale." Clause 1.1 of the Agreement defines the Option as "the option for the Buyer to purchase the Property *on terms to be agreed*" and Mr Blake-Barnard submitted that this was simply an agreement to agree and was not capable of giving rise to enforceable obligations. I do not accept that submission.

35. When the acquiring authority exercised the option by the giving notice on 23 August 2012 the relationship of buyer and seller came into existence between the parties, just as it would on the exercise of any other option. Unless and until the parties agreed alternative contractual terms the contract was an open contract for a sale at a price to be determined (under clause 4.3) by the Tribunal or by such alternative adjudication process as the parties might agree, with completion to take place when the price has been determined and the Seller had shown a good title to the property (see *S.B. Property Co Ltd v Chelsea Football and Athletic Co Ltd* (1992) 64 P & CR 440, 445 *per* Dillon LJ). Had the parties intended their agreement simply to be a lock out agreement, preventing the claimant from selling to third parties (or forcing the pace with the acquiring authority), there would have been no reason to include terms binding the parties to negotiate in good faith, laying down a timetable for progressing agreement on the terms of sale, or providing for binding dispute

resolution. Clause 4.2 of the Option Agreement requires that both parties "diligently progress towards the completion of the sale and purchase of the property" after service of the option notice, and the Agreement contains workable machinery for determining any dispute in the event of their failure to agree. Even if it were to be suggested that clause 4.2 is in itself simply an unenforceable aspiration, the agreement of further contractual terms (other than the price) is unnecessary because the parties remain bound by the open contract which came into existence on the exercise of the option. In either case neither the Option Agreement nor the contract of sale is an unenforceable agreement to agree.

36. The statement in clause 10.1.1 that "this agreement does not commit the parties to the sale" formed the basis of Mr Blake-Barnard's submission that the claimant had withdrawn from the agreement by its solicitor's letter of 1 May 2014, but the effect of that clause is misunderstood by the claimant. It does no more than describe (accurately) the relationship between the parties *before* the exercise of the Option by the service of the option notice. As Hoffmann J explained in *Spiro v Glencrown* [1991] Ch 537, 543:

> "The granting of the option imposes no obligation upon the purchaser and an obligation upon the vendor which is contingent upon the exercise of the option. When the option is exercised, the vendor and purchaser come under obligations to perform as if they had concluded an ordinary contract of sale."

Thus, until the service of the option notice there was no relationship of buyer and seller between the parties, and neither of them was committed to a sale. But that relationship changed when the option was exercised. The Option Agreement itself may not have committed the parties to the sale, but the exercise of the option by the giving of notice certainly did.

37. The final basis of Mr Blake-Barnard's submission that the claimant was not bound by the Option Agreement was that the agreement "became invalid" when the acquiring authority sought to acquire the land through the use of its powers of compulsory purchase instead of by contract. That submission was not developed, except by reference to the curious statement in the locum solicitor's e-mail of 16 June 2014 that the option would not be removed until the option fee had been refunded. Even if that statement can be interpreted as an implicit offer that the acquiring authority would not seek to rely on the option if the option fee was refunded by the claimant, that condition was never satisfied.

38. Unless there is some other basis, not yet advanced by either party, for suggesting that the rights which came into existence on the exercise of the option had lapsed by the time the land vested in the acquiring authority, or that they must be disregarded for the purpose of determining the claimant's entitlement to compensation, those rights will need to be taken into account. In the course of argument there was some discussion of what this may entail.

39. The exercise of the option created an enforceable contract for the sale of the land. The price payable under that contract was the sum of £197,327.25 determined by the expert. The fact that the contract had not been enforced did not mean that it was incapable of enforcement up to 26 January 2015, the point at which the land vested in the acquiring authority. The land acquired by the

authority on that date was land subject to an existing contract of sale at a pre-determined price. Had the land been acquired by a third party it would have been at risk that the contract would be enforced against it by the acquiring authority. The value of that land for compensation purposes would take account of all of its characteristics, including the authority's contractual rights. The hypothetical parties negotiating a sale must be taken to appreciate that (not least because the Option Agreement was noted on the register of title). It may be that the existence of such a contract would discourage potential purchasers from bidding for the land (although a sale must still be assumed); it may be that the contract price of £197,327 would provide a price ceiling above which no prudent person would be prepared to pay for the land; that is all for consideration at a later date. The purchase price determined by the expert would not appear to have any other effect, and it does not bind the Tribunal when determining the value of the land.

40. Nor is the claimant's entitlement to other heads of compensation likely to be affected by the expert's view of the value of the "additional compensation payments as applicable under the provisions of the Compensation Code" which formed part of the contractual purchase price. That is for two reasons. First, the expert was assessing those entitlements by reference to circumstances more than two years before the vesting date; secondly, and more fundamentally, the expert has no role in the determination of the claimant's statutory entitlement to compensation for the reasons I have previously given. It is nothing to the point that in determining the contractual purchase price the expert made a determination of the sums he considered would have represented the claimant's statutory entitlement had the land been acquired by compulsion.

41. It is clear to me that the claimant was entitled to make its reference to the Tribunal, which does have jurisdiction to consider it. I therefore dismiss the acquiring authority's application (constituted by paragraphs 1 to 12 of its statement of case).

The claim for an advance payment

42. Inconclusive negotiations over the making of an advance payment appear to have commenced between the parties in March 2015. By its application issued on 20 November 2015 the claimant now seeks a direction under rule 6 of the Tribunal's Rules requiring the acquiring authority to make an advance payment to the claimant's mortgage lender under section 52ZB, Land Compensation Act 1973, equal to 90% of the admitted value of the land, being £126,000. In response to the application the acquiring authority indicated an intention to make such a payment, but by the time of the hearing on 14 January nothing had yet been paid. No satisfactory explanation has been given for this state of affairs (although to be fair to the parties the application was not developed at the hearing either in evidence or argument). The claimant clearly feels that the acquiring authority is withholding the advance payment to put pressure on it, as it has limited resources.

43. The short answer to the application is that the Tribunal has no jurisdiction to make an order requiring an advance payment to be made. The only remedy available to a claimant where it feels a public authority is breaching its duty to make a payment is by judicial review, but that is likely to be expensive, cumbersome and time-consuming. All the Tribunal can do, in an appropriate case, is to consider whether the behaviour of an authority in relation to the making or withholding of an

advance payment should be taken into account when determining liability for the costs of the reference, or the appropriate basis of assessment.

44. In this case there seemed to me to be no reason why a payment could not be made promptly and I hope that by the time this decision is released to the parties that will have happened. At this stage all I will do is to dismiss the claimant's application.

45. As far as costs are concerned my provisional view, before hearing submissions, is that the claimant should have its costs of the acquiring authority's application, including of the hearing on 15 January 2016, and that there should be no order on the claimant's own application (the costs of which appear to have been insignificant), but the parties may make submissions on costs within 14 days of this decision if they cannot agree the appropriate order.

Martin Rodger QC
Deputy President

26 January 2016