IN THE UPPER TRIBUNAL (LANDS CHAMBER)

Neutral Citation Number: [2019] UKUT 235 (LC)
Case No: LCA/51/2018

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

COMPENSATION – COMPULSORY PURCHASE – PRELIMINARY ISSUE – permissibility of heads of claim – compensation under section 19, Landlord and Tenant Act 1927 – right of pre-emption – severance and injurious affection under section 7, Compulsory Purchase Act 1965 – the no-scheme world

IN THE MATTER OF A NOTICE OF REFERENCE

BETWEEN:

599 DEVELOPMENTS LIMITED **Claimants**

- and -

NNB GENERATION CO (HPC) LIMITED **Respondent**

Re: Industrial Site,
Smithyard Lorry Terminal,
Washford Hill,
Williton,
Somerset,
TA23 ONA

Judge Elizabeth Cooke and Peter D McCrea FRICS
Sitting at Royal Courts of Justice, Strand, London WC2A 2LL
on
4 July 2019

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Mr Simon Lane for the Claimant, instructed by Adrian Stables Solicitors
Mr Richard Honey for the Respondent, instructed by Eversheds Sutherland (International) LLP

The following cases are referred to in this decision:

Bloor (Wilmslow) Ltd v Homes and Communities Agency [2017] UKSC 12
Oppenheimer v Ministry of Transport [1942] 1 KB 242
Pointe Gourde Quarrying and Transport Co Ltd v Sub-Intendent of Crown Lands [1947] AC 565
Ryde International plc v London Regional Transport [2004] EWCA Civ 232
Wall v Collins [2007] Ch 390

Introduction

1. The Claimant, 599 Developments Ltd, seeks compensation for the compulsory acquisition of its land near Minehead in Somerset. The Tribunal is asked to decide, as preliminary issues, whether its four heads of claim are permissible. In doing so we are concerned only with the legal validity of those claims if proved; we make no findings of fact.

2. We heard the preliminary issues in the Royal Courts of Justice on 4 July 2019. The Claimant was represented by Mr Simon Lane of counsel and the Acquiring Authority ("NNB") by Mr Richard Honey of counsel; we are grateful to them both for their helpful arguments.

3. In the paragraphs that follow we set out the factual background and the relevant law, and then consider the heads of claim in turn.

The factual background

The Lorry Park and the NNB land

4. The Claimant holds a long leasehold interest in land at Watchet, on the Bristol Channel coast in Somerset just off the A39. The Claimant's lease is for a term of 125 years from 1995, and it acquired the lease by assignment from Stephen Wells, a Director of the Claimant, in November 2011. The freehold reversion to the lease was held at that date by the West Somerset Council. The permitted use under the lease is as a lorry park and we refer to the whole site as "the Lorry Park".

5. Nearby is the Hinckley Point C nuclear power station, which NNB is in the course of building. The significance of the Lorry Park to NNB is that it is a suitable site for a Park and Ride for construction workers going to Hinkley Point C.

6. On 18 March 2013 the Hinkley Point C (Nuclear Generating Station) Order 2013 was made, and it came into force on 9 April 2013. It is a development consent order (such orders obviate the need for planning permission for significant infrastructure projects); we refer to it as "the DCO". It granted development consent to NNB, thereby enabling it to build the power station and to compulsorily acquire land for that purpose.

7. The making of the DCO was, of course, preceded by a consultation exercise and by discussions with local landowners including Stephen Wells.

8. On 29th July 2011, some months before Mr Wells assigned the long leasehold interest to the Claimant, three documents were executed, all relating to part of the Lorry Park, amounting to about two-thirds of it by area ("the NNB land"):

(1) A licence to change the use of the NNB land, and to make alterations, granted by the West Somerset Council to Mr Wells as tenant and to NNB as prospective sub-tenant. The purpose of the licence was to enable Mr Wells to sub-let the NNB land to NNB for development and use as a Park and Ride. The licence authorised the use of the NNB land as a Park and Ride, without limit in time. The alteration works were to be completed by a date five years after the date of the licence (referred to in the licence as "the Authorised Completion Date"), but that date could (the licence expressly provided) be extended by agreement. However, if after ten years from the date of the licence the change of use of the land and works authorised by it had not been commenced then it was to cease to have effect. Accordingly the works could be started at any time in the ten year period; but if they were started at a point when they could not be completed by the Authorised Completion Date then the agreement both of the freeholder and of the head lessee would have had to be sought to extend that completion date.

(2) A sub-lease ("the NNB sub-lease") granted by Stephen Wells to NNB for a term that will end on 10 July 2120, four days before the end of the head lease, in consideration of a premium of £1,175,000 and an annual rent of two-thirds of the rent payable under Mr Wells' lease of the Lorry Park. The following provisions of the sub-lease are important:

    (a) It reserved to the head lessee a right of access from the road to the head lessee's retained land.
    (b) It authorised, but does not require, NNB to develop the land as a Park and Ride.
    (c) It specifically authorises the development of the site as a Park and Ride, but the tenant cannot put up any fencing or buildings not already authorised without the lessor's consent (clause 9) which, by virtue of section 19 of the Landlord and Tenant Act 1927, could not be unreasonably withheld. If the lessee asked for such consent the lessor was to use reasonable endeavours, at the lessee's expense, to obtain the freeholder's consent (clause 34.9).

(3) A pre-emption agreement granted by NNB to Mr Wells, giving him the right to buy the NNB land back, at £925,000 if, and only if, NNB wished to dispose of it during the following ten years.

9. So the plan that emerges from these transactions is that NNB took a long sub-lease of the NNB land, intending and with permission to surface it and use it as a Park and Ride within the next five years. It was envisaged that NNB might cease to need the NNB land by 2021, and if it

wanted to dispose of it during that period the lessor had a right of first refusal, thus replicating the position under the *Crichel Down* rules.

10. On 1 November 2011 the Claimant bought Stephen Wells' interest in the Lorry Park. The benefit of the right of pre-emption was assigned to the Claimant on 7 February 2018.

The CRS land

11. In 2014 the rest of the Lorry Park ("the CRS land") was sub-let by the Claimant to CRS Building Supplies Limited ("CRS") for a term of 15 years. No premium was charged, and the rent was set at one-third of what the Claimant had to pay under its own lease. With the sub-lease was an easement across the NNB land, which the Claimant was able to grant because of the reservation made in the NNB sub-lease.

12. By the end of 2014, therefore, the Claimant was no longer in occupation of any of the Lorry Park, both parts having been sub-let.

The events of 2018

13. It will be recalled that the Authorised Completion Date under the 2011 licence was 29 July 2016. By that date no work had been done. Accordingly NNB was no longer entitled to commence the work unless it also agreed a new Authorised Completion Date with both the freeholder and the Claimant.

14. In the early weeks of 2018 NNB served on the Claimant a request, under section 19 of the Landlord and Tenant Act 1927, for permission to put up some fencing and gates, a smoking shelter, a bus shelter, a cycle store and a security building. The project remained a Park and Ride, so there was no need to ask for permission to change the permitted use of the land under the terms of the sub-lease. The works were rather different from those specified in the 2011 licence and the resulting car park was going to be smaller. The notice was sent by email, and the Claimant did not regard that as good service, so on 23 February NNB sent a second notice. The Claimant says in its Statement of Case that it asked for a more detailed specification and plans as required by section 19; we infer from that that the Claimant regarded the second notice as also invalid.

15. On 16 March 2018 NNB served a Notice to Treat upon the Claimant, on the last day such a notice could have been served under the DCO.

The relevant law relating to compensation for compulsory purchase

16. The relevant law is not in dispute. The claimant's right to compensation for compulsory purchase is described in *Oppenheimer v Ministry of Transport* [1942] 1 KB 242 as:

> "The right to be put, so far as money can do it, in the same position as if his land had not been taken from him. In other words [the claimant] gains the right to receive a money payment not less than the loss imposed."

17. The rules for the assessment of compensation are set out in section 5 of the Land Compensation Act 1961, and rules 2 and 6 are relevant to this claim:

> "(2) The value of land shall, subject as hereinafter provided, be taken to be the amount which the land if sold in the open market by a willing seller might be expected to realise:
>
> (6) The provisions of rule (2) shall not affect the assessment of compensation for disturbance or any other matter not directly based on the value of land."

18. As is well known, a claim for the value of the land under rule 2 is subject to the no scheme rule, which means that the Claimant gets what would be paid by a hypothetical willing purchaser who does not require the land for a Park and Ride for Hinkley Point C, in a world where the power station is not going to be built. Mr Honey took us to a number of the authorities on that point; they do not need to be cited at length because the principle is well-established. As Lord MacDermott put it in *Pointe Gourde Quarrying and Transport Co Ltd v Sub-Intendent of Crown Lands* [1947] AC 565, 572:

> "… compensation for the compulsory acquisition of land cannot include an increase in value which is entirely due to the scheme underlying the acquisition."

19. Rule 6 relates to claims for compensation for loss; any loss claimed must be caused by the compulsory purchase order. Importantly, there is no overlap between rule 6 and rule 2. The value of the land cannot be claimed under rule 6, which means that any value that cannot be claimed under rule 2 (for example because it offends the no scheme rule, or for any other reason), cannot slip back in again under rule 6.

20. Thus in *Ryde International plc v London Regional Transport* [2004] EWCA Civ 232 the claimant challenged the valuation of his land, for the purposes of rule 2, as a building in the state in which it stood on the date of acquisition – namely as a single building, not divided into marketable flats. His challenge failed, because the building had to be valued as it stood. Moreover, he was not able to recover as a loss the profit he would have expected to make in the future by converting it into flats and selling them individually, because that was a claim "directly based on the value of the land" which had to be assessed under rule 2.

21. Section 7 of the Compulsory Purchase Act 1965 deals with the effect of the compulsory purchase on the value of the owner's other land, and is obviously relevant here where the compulsory purchase order severs the Claimant's interest in the NNB land from its interest in the adjoining CRS land. The section reads as follows

> "In assessing the compensation to be paid by the acquiring authority under this Act regard shall be had not only to the value of the land to be purchased by the acquiring authority, but also to the damage, if any, to be sustained by the owner of the land by reason of the severing of the land purchased from the other land of the owner, or otherwise injuriously affecting that other land by the exercise of the powers conferred by this or the special Act."

The Claimant's heads of claim

22. The Claimant has not made a claim for the value of the land under Rule 2 – unsurprisingly in the light of the length and terms of the NNB sub-lease, where there is no profit rent. As Mr Honey put it at the hearing, the Claimant has already received the value of its interest in the form of the seven-figure premium paid by NNB for its sub-lease. However, it has made four heads of claim, and the Tribunal is asked to decide whether they are permissible claims, without regard to whether they are in fact valid claims in this case and without making any decision about their value.

23. The four heads of claim pleaded are as follows:

(1) The value of the payment the Claimant would have taken under section 19 of the Landlord and Tenant Act 1927 in return for granting a licence to do works on the land.
(2) The value of a "re-set" right of pre-emption which it says it would have been granted absent the compulsory purchase.
(3) The loss of the opportunity to buy the freehold of the Lorry Park from the West Somerset Council.
(4) Severance and injurious affection under section 7 of the Compulsory Purchase Act 1965, to compensate it for the loss of rent from CRS Limited because, the Claimant says, the CRS land will be landlocked as a result of the compulsory purchase.

24. The third item was abandoned at the hearing. The Claimant had been in negotiation with the West Somerset Council to purchase the freehold of the Lorry Park, but the Council withdrew from the negotiations when it received a Notice to Treat on the same day as did the Claimant. However, Mr Lane acknowledged at the hearing that the loss was caused not by the compulsory purchase of the Claimant's interest but by that of the Council's freehold. Accordingly the loss cannot be claimed. It would in any event have been a very limited claim, extending only to the costs of the negotiations in early 2018, because the freehold has recently

been purchased by 308 Developments Ltd which is a subsidiary of the Claimant. So that aspect of the claim is resolved.

25. We deal with the first two items together, for reasons that will become clear shortly.

Heads 1 and 2: section 19 Landlord and Tenant Act 1927 and the right of pre-emption

Head 1: section 19

26. Section 19(2) of the Landlord and Tenant Act 1927 reads as follows (emphasis added):

> "In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against the making of improvements without a licence or consent, such covenant condition or agreement shall be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that such licence or consent is not to be unreasonably withheld; but this proviso does not preclude the right to require as a condition of such licence or consent the payment of a reasonable sum *in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to the landlord*, and of any legal or other expenses properly incurred in connection with such licence or consent …"

27. The Claimant says that, absent the compulsory purchase order, it would have received a payment under this provision in return for its consent to the works as requested in NNB's section 19 notice. That is the first head of claim.

28. *Head 2: the reset right of pre-emption*

29. It will be recalled that the 2011 right of pre-emption, once assigned to the Claimant, gave the Claimant a right of first refusal if NNB wished to dispose of the NNB land before 29 July 2021. The idea was that NNB would build a Park and Ride but would no longer need it once the power station was finished; if it chose to sell, and the Claimant chose to buy, the Clamant would be buying back the NNB land with the car park on it. But by midsummer 2016 that was not going to work, or at least not without renewed contractual arrangements, because the Authorised Completion Date had passed.

30. The Claimant in its Statement of Case says (page 8, under point 8.7 headed "Reset Right to pre-emption) "It was agreed pre NTT that this right would be re-set." What appears to be being said is that although there was no contractual obligation on NNB's part to reset the right of pre-emption, there were negotiations in the early weeks of 2018, with a view to NNB constructing the Park and Ride in accordance with its revised plans and to "re-setting" the right of pre-

emption – whether by variation of the 2011 agreement or by granting a new one – so as to enable the original plan to go ahead on the revised timescale.

The connection between the two claims

31. What is not apparent from the Claimant's Statement of Case but was explained by Mr Lane at the hearing is the connection between those two heads. What Mr Lane says is that by early 2018 NNB was in breach of its obligations. It was supposed to have built a Park and Ride, extending over the whole the NNB land, and then to sell it back to the Claimant by 29 July 2021. That was no longer possible because of the passing of the Authorised Completion Date in the 2011 licence, but was also no longer exactly what NNB wanted to do. Instead it was going to build a much smaller Park and Ride. Therefore the price for the Claimant's consent for the revised works would have been, first, a reset right of pre-emption enabling the Claimant to buy back the land when it was no longer needed for the Hinkley Point workers and, second, compensation for the fact that it was going to be buying back a much smaller and therefore a much less valuable, car park.

32. In the light of that explanation we take these two heads of claim together and refer to them in the singular as one head or one claim. We remind ourselves that we are to decide only whether such a claim is legally permissible. We note that it is presented under rule 2 or rule 6 in the alternative – and whilst we do not require the Claimant to elect between those rules, obviously it cannot be recovered under both, as Mr Lane very fairly accepted. Either it is a claim for the value of the land or it is a claim for compensation for loss.

33. Under both rules, however, the claim must have a factual basis and we have to begin by saying that this one has none. The claim is inconsistent with the following points which are admitted or pleaded by the Claimant or are express terms of documents that it has produced:

(1) The 2011 licence did not oblige NNB to build or to do anything. It was simply a permission.

(2) Therefore the 2011 agreement did not require a car park of a particular size and the section 19 notice in 2018 did not seek permission to build a smaller car park. It related only to fences and structures that differed from what was permitted by the 2011 licence.

(3) The right of pre-emption did not oblige NNB to sell the NNB land back to the Claimant. It merely required it to offer the land first to the Claimant if it wanted to dispose of it.

(4) By the early weeks of 2018 the possibility of the Claimant being able to buy the land back under the 2011 agreement, complete with the works permitted under

the 2011 licence, was remote because the original Authorised Completion Date had passed, and in any event NNB had changed its plans and needed a new licence.

On the Claimant's case no valid section 19 notice had been served before the Notice to Treat.

34. Mr Lane argued that although the licence and the right of pre-emption individually did not create obligations, we should look at the suite of documents "in totality" and that that exercise would reveal that in fact there were obligations and that NNB was in breach of them. He relied on *Bloor (Wilmslow) Ltd v Homes and Communities Agency* [2017] UKSC 12 as authority for the proposition that the Tribunal should not ignore the contractual background subsisting between the parties prior to the compulsory purchase. We agree with that proposition (although we are not convinced that the *Bloor (Wilmslow) Ltd* decision is relevant or indeed needed to support Mr Lane's argument). But the contractual background was simply not as Mr Lane says it was. The 2011 licence creates no obligation to develop, and the right of pre-emption creates no obligation to sell. Had the parties agreed to create obligations they would have done so but they did not.

35. Therefore the premise of the argument disappears. It is not the case that NNB was in breach of its obligations and that it would have agreed to pay to make a compensation payment and to reset the right of pre-emption in return for permission to build a smaller car park. Nor could it have been obliged to pay compensation for loss under section 19 because there was no loss. The building of the Park and Ride would have been an improvement, although of course in the absence of any right to buy it back (as opposed to the dwindling and probably useless possibility under the right of pre-emption that it held in early 2018 and still holds) that improvement would have been immaterial to the Claimant. And even if there were a loss to be compensated, the Claimant is entitled only to a monetary payment and the Claimant could not therefore under section 19 have demanded a reset right of pre-emption.

36. Turning then to this claim under rule 2, we find that the claim is not legally permissible because, as Mr Honey argues, it offends the no-scheme rule. The parties agree that the "scheme" is the DCO, and includes the building of the power station and the associated works such as the Park and Ride. Even if the Claimant were correct to say that it was owed compensation under section 19 and that that would have been reflected in the price a willing purchaser would have paid on the valuation date, that expectation would have been caused by the scheme itself and therefore cannot be included in the valuation for the purposes of rule 2.

37. That is the case even if we found that there might be some hope value for a purchaser in view of the prospect of a section 19 payment and of a new right of pre-emption. A valuation on that basis would offend the no-scheme rule and cannot be permitted.

38. Mr Lane observed at the hearing that this head is more conveniently put under rule 6. Mr Honey argues that the claim is impermissible under rule 6 for three reasons, and we agree.

39. First, there was in fact no loss. No valid section 19 notice had been served. Even if the Claimant was now willing to concede that the notice was valid, as we have explained that would not have given rise to any entitlement to a payment, nor to a reset right of pre-emption. The claimant has lost nothing.

40. Second, it flies in the face of the basis of compensation for compulsory purchase to allow the Claimant to recover for the loss of the ability to secure a negotiated deal in the absence of a compulsory purchase order. Rule 6 allows compensation for losses caused by the scheme and not for the loss of a chance to make a profit out of the scheme.

41. Third, Mr Honey says that this is in reality a claim for the value of the land, and that this is revealed by the calculation of the losses in the Claimant's Statement of Case. The loss both of the section 19 payment and of the re-set right of pre-emption are expressed in lost years of rental income, calculated from the point when the land would be handed back in five years' time and capitalised – in other words, they are expressed as the sum a purchaser would have given for the rights that are said to have been lost. We agree that this is certainly the case for the claim for the loss of the reset right of pre-emption. In reality it is a claim for the loss of value of the land; and as soon as it stands in the spotlight of rule 2 where it belongs it can be seen to be impermissible under the no scheme rule (as well as factually without foundation). It may be that the claim for the loss of the section 19 payment could have been differently expressed, simply as a sum of compensation, in which case it is impermissible in any event for the reasons already given.

42. Mr Honey also says that the Claimant has conceded – in its solicitors' letter of 28 August 2018 to NNB's solicitors, in answer to a request to clarify the Statement of Case - that the losses it claims under this head are not caused by the compulsory purchase. The letter says "It is not quite correct to say that the losses were caused by the CPO as such." Mr Honey argues that there were discussions about a new licence and a new or reset right of pre-emption in the early weeks of 2018 but that they appear to have foundered before the Notice to Treat, and that therefore the loss was caused independently of the compulsory purchase. There might be some dispute of fact about that, and it may be that the "concession" in the letter of 28 August was not intended as such. But whatever the position about causation, the three reasons given above are ample to show that this claim is as impermissible under rule 6 as it is under rule 2.

Head 4: severance and injurious affection under section 7 of the Compulsory Purchase Act 1965

43. The Claimant says that the result of the compulsory purchase will be that its reserved right of way across the NNB land, from which CRS currently benefits, will be lost because the NNB sub-lease, from which the right of way was reserved, will merge with the superior leasehold title that it will acquire from the Claimant. The Claimant will therefore lose the rent from CRS since that tenant will no longer be able to operate from the site. It is admitted that CRS has paid its rent in full to date and that there has been no difficulty about its access.

44. To this, NNB's reply in its Statement of Case is that the titles will not merge because it does not intend them to (section 185 of the Law of Property Act 1925); that even if they merge the burden of the easement attaches to the land and not to an interest in the land and therefore will survive (*Wall v Collins* [2007] Ch 390); and that it has no intention of stopping the right of way and has not done so to date.

45. Moreover, NNB through its solicitors has offered to re-grant the right of way, and has offered draft wording for such a grant (letter to the Claimant from Savills on 14 June 2018). It is not clear from the Statement of Case whether the Claimant is content with the draft wording.

46. However, neither party's representatives had addressed until the day of the hearing that article 28(1) of the DCO provides expressly for the extinguishment of easements burdening the acquired land. We are grateful to Mr Lane for bringing that to everyone's attention. It is worth setting out the article as far as is relevant:

> "(1) Subject to the provisions of this article, all private rights of way over land subject to compulsory acquisition under this Order shall be extinguished—
>
> > (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
> >
> > (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),
>
> whichever is the earlier.
>
> (4) Any person who suffers loss by the extinguishment or suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.
>
> (6) Paragraph... (1) … shall have effect subject to—
>
> > (a) any notice given by the undertaker before—
> >
> > > (i) the completion of the acquisition of the land,
> >
> > > (ii) the undertaker's appropriation of it,
> >
> > > (iii) the undertaker's entry onto it, or

(iv) the undertaker's taking temporary possession of it,

that any or all of those paragraphs shall not apply to any right of way specified in the notice; and

(b) any agreement made at any time between the undertaker and the person in or to whom the right of way in question is vested or belongs."

47. Because the effect of article 28 had not been appreciated prior to the hearing, both counsel inevitably were in difficulties when addressing this head of claim, since they had prepared and taken instructions on the basis of the pleaded case and the legal argument about merger, which is now irrelevant.

48. Mr Honey understandably was not prepared to address us about article 28 because he was without instructions and had not had the opportunity to consider whether any of the matters referred to in article 28(6) might be relevant. He would like us to determine the preliminary issue on the case as pleaded. He also argued that it was not possible for the Claimant to claim a loss arising under article 28 without specifically pleading that (so that an amendment to the Claimant's Statement of Case would be needed) and that the claim under article 28 could not be brought under section 7 of the 1965 Act since the latter was a claim for diminution in value rather than loss.

49. We are not prepared to imagine a "no article 28 world" and make a decision on the Claimant's pleaded case because that would now appear to be irrelevant. Unless something wholly unexpected is raised by NNB about a matter within article 28(6), it would appear that the easement has been extinguished on NNB's entry on to the land.

50. It is also clear that no loss has been caused by that extinguishment since the risk identified by the Claimant, namely the loss of rent from CRS, is admitted not to have taken place at the valuation date (or at all, so far). So there would appear to be no claim under article 28 in any event.

51. However, there may well be a loss in value which the Claimant could recover under section 7 of the Compulsory Purchase Act 1965. Its argument is now simpler: the easement is extinguished and access is currently enjoyed by CRS by permission of NNB. Access by permission is precarious; there is a risk of loss of rent in the future if that permission is withdrawn, and there may well be a loss later on to the Claimant when its interest in the CRS land falls into possession.

52. We agree that an amendment to the Claimant's pleadings would be needed, and it is difficult to see why permission to amend should not be given – although of course we make no decision about that in the absence of an application.

53. However, that should be unnecessary. NNB has committed itself in its solicitors' correspondence to re-granting a right of way expressly. It makes obvious sense for it to do so, so as to avoid a claim for injurious affection from CRS as well as from the Claimant. If it does so, there will be no section 7 claim. We expect that none will therefore be needed.

54. Accordingly we find that the fourth head of claim is in principle (subject to amendment of the Claimant's Statement of Case) legally permissible but should be unnecessary and we hope that it can be resolved without further litigation. Obviously if no express right of way is granted by NNB to the Claimant for the benefit of itself and its tenants, then the Claimant will need to reformulate its section 7 claim and proceed with it.

Elizabeth Cooke
Upper Tribunal Judge

P D McCrea FRICS
Member, Upper Tribunal Lands Chamber

2 August 2019