

[2019] UKFTT 0726 (PC)

REF/ 2018/0689

PROPERTY CHAMBER, LAND REGISTRATION DIVISION  
FIRST-TIER TRIBUNAL

LAND REGISTRATION ACT 2002

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

BETWEEN

DARREN GODFREY

APPLICANT

and

MICHELLE RAE WHEATLEY

RESPONDENT

Property Address: Land on the South West side of Deepway Lane, Exminster, Exeter

Title Number: DN304723

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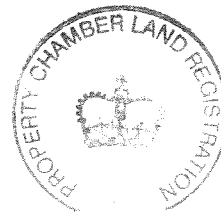
ORDER

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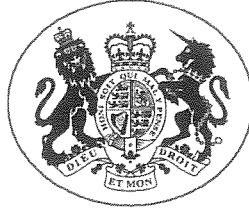
The Tribunal orders that the Chief Land Registrar do give effect to the application of the Applicant, Darren Godfrey dated 24<sup>th</sup> April 2018 to register a restriction on the above-named title as if the objection of the Respondent, Michelle Rae Wheatley thereto had not been made.

Dated this 1<sup>st</sup> November 2019

*Michael Michell*



BY ORDER OF THE TRIBUNAL



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**IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY**

**BETWEEN**

**DARREN GODFREY**

**APPLICANT**

**and**

**MICHELLE RAE WHEATLEY**

**RESPONDENT**

**Property Address: Land on the South West Side of Deepway Lane, Exminster, Exeter**

**Title Number: DN304723**

**Before: Judge Michael Michell**

**Sitting at: Exeter Combined Court Centre  
On: 12<sup>th</sup> August 2019**

Applicant Representation: Mr Sean Brunton Q.C.  
Respondent Representation: Mr Sheridan, counsel

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**DECISION**

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*APPLICATION TO REGISTER A RESTRICTION – APPLICANT & RESPONDENT  
TRANSFERRING LAND FROM JOINT NAMES INTO SOLE NAME OF RESPONDENT-  
WHETHER APPLICANT RETAINING A BENEFICIAL INTEREST- RESULTING TRUST-  
WHETHER GIFT*

1. The land at the centre of these proceedings is a beautiful area of woodland extending to 1.6 acres and situated in a rural area not far from the City of Exeter. It commands extensive views over countryside beyond. It was formerly a quarry and the quarry was partly filled-in over the years. It has the benefit of a Certificate of Lawful Use or Development under Town and Country Planning Act 1990 s. 191 for use for leisure and recreation and the stationing of a caravan. On the site there now stands a large steel and glass structure providing living accommodation. It measures approximately 20 metres in length by 8 metres in width and is single storey. The structure does not resemble what is generally regarded as a “caravan” (it does not have wheels and is both much wider and longer than what is commonly thought of as being a caravan). It more closely resembles a modern steel-clad bungalow. The parties are agreed that it could in theory be removed from the land, though this would presumably require it to be at least partly disassembled. It is not physically attached to traditional foundations but rests on a framework of steel girders. Though the land does not yet have the benefit of mains drainage or electricity, it does now have a mains water supply. The land with the living accommodation has been given a name by the parties, “Treetops”. Though that name is not used in the Case Summary, I shall use it in this Decision to refer to the land in issue.
2. The current sole registered proprietor of Treetops is Mrs Wheatley. Mr Godfrey and Mrs Wheatley were joint registered proprietors until the registration of the transfer by Mr Godfrey and Mrs Wheatley into Mrs Wheatley’s sole name in March 2017. The transfer was not made for any consideration. Mr Godfrey applied to HM Land Registry by a form RX1 dated 23<sup>rd</sup> April 2019 to register a restriction on the title to protect a claimed beneficial interest in Treetops. Mrs Wheatley has objected. It is her case that by joining in a transfer into her sole name, Mr Godfrey made a gift to her of all his interest in Treetops. The matter was referred to the Tribunal for determination.
3. Treetops was purchased in May 2016 for the sum of £5,000 and transferred on the 16<sup>th</sup> May 2016 into the joint names of Mr Godfrey and Mrs Wheatley. The transfer includes a declaration in box 10 that Mr Godfrey and Mrs Wheatley were to hold Treetops on trust for themselves as beneficial joint tenants. It is common ground that the purchase monies and the costs of purchase were all paid by Mr Godfrey alone. In cross-examination, Mr Godfrey said that he had Treetops put into joint names although he had provided all the purchase money because he was “being generous with his investment” in order to show

Mrs Wheatley how he and Mrs Wheatley had moved forward with their relationship. For some reason which was not made at all clear, Mr Godfrey rejected the use of the word “gift” to describe what had happened by his having Treetops put into joint names when it was purchased.

4. The parties were then cohabiting at 33 Dunmere Road, Torquay. This is a house said to be owned by Mrs Wheatley’s parents and where Mrs Wheatley had been living for a number of years. Mrs Wheatley paid the mortgage on 33 Dunmere Road in return for being able to live there.
5. When Treetops was purchased, it was the wooded site of a former quarry but there was a caravan sited on it. Mr Godfrey paid £5,000 for Treetops from his Lloyds Bank account, the money leaving the account on 6<sup>th</sup> May 2016. On the same day £609 was transferred out of an account in the name of South West Contracting (SW) Ltd to Brixlaw Ltd., the solicitors who were acting on the purchase. Mr Godfrey was then a director of that company and it is not disputed that it was in substance Mr Godfrey who paid the solicitors’ costs of the purchase.
6. After the purchase, Mr Godfrey started works on Treetops. He had gates installed. He produced an invoice dated 11<sup>th</sup> June 2016 from Wrey Valley Trading for £2260 for the design, manufacture and fitting of gate posts, hinges, locks and gate. The other work done at this time was clearing some of the land and making some paths.
7. Mr Godfrey says that in February 2007 a lorry he owned (or which was owned by a company owned by him) was badly damaged by an electrical fire and was written off. He had acquired the lorry on finance organised with Close Brothers Finance and Barclays Bank Plc. Mr Godfrey says that he made an insurance claim but then became involved in a dispute between the finance company, the insurance company and the loss adjuster. He said that he was concerned he or his companies might face a large financial liability. He or his companies owed the finance company £200,000. Mr Godfrey accepted in cross-examination that at this time the value of his assets was minimal, save that he said Treetops had a potential value in excess of £200,000. Mr Godfrey said that he and Mrs Wheatley discussed the situation and that Mrs Wheatley suggested that Treetops be transferred into her sole name to protect it from potential creditors. Mr Godfrey said that Mrs Wheatley agreed to transfer Treetops back into joint names once Mr Godfrey’s

business difficulties had been resolved. Mr Godfrey said that on that basis, he agreed to transfer Treetops into Mrs Wheatley's sole name.

8. Mrs Wheatley said that she had no idea about the lorry fire and the insurance claim until June 2017. It had never been her idea to have Treetops transferred into her sole name.
9. Mr Godfrey and Mrs Wheatley opened a joint bank account with Barclays Bank on 11<sup>th</sup> February 2017. A credit of £7,490 was made to the account on 16<sup>th</sup> February 2017.
10. On 10<sup>th</sup> March 2017 Mr Godfrey and Mrs Wheatley both executed a form TR1 transferring Treetops to Mrs Wheatley. In box 8 of the TR1 a "X" was entered in the box beside the words "The transfer is not for money or anything that has monetary value". Mrs Wheatley was then registered at HM Land Registry as sole proprietor of Treetops.
11. In cross-examination, Mr Godfrey said that he signed Treetops temporarily into Mrs Wheatley's name on the understanding that it would be transferred back if the insurance claim was successful. Mrs Wheatley said that she had never agreed to transfer Treetops back into joint names. She genuinely believed that Mr Godfrey was gifting his share in Treetops to her.
12. Mrs Wheatley said that at the time of the transfer into her sole name, the only work that had been done at Treetops was installing the gate, clearing the land and putting in paths. She accepted that Mr Godfrey had hired machinery to clear the land and create the paths. She accepted that some groundworks were done both before and after the transfer into her sole name.
13. On 26<sup>th</sup> May 2017 £245 was paid to Brixlaw Ltd. out of a joint bank account in the names of Mr Godfrey and Mrs Wheatley.
14. In July 2017 Forester Town Planning Consultancy as agents for Mrs Wheatley made an application to Teignbridge District Council for a certificate of lawful use for the use of Treetops for leisure and recreation and for the stationing of a caravan. An application fee of £385 was paid to Teignbridge District Council out of the parties' joint bank account on 12<sup>th</sup> July 2017. The application was supported by sworn declarations on Forester headed notepaper, made by Michelle Wheatley and Peter Pitts. Ms Wheatley stated in her

declaration dated 19<sup>th</sup> June 2017 that she purchased Treetops from Mr Pitts in May 2016. Mr Pitts stated on the second page of the declaration dated 22<sup>nd</sup> June 2017, “From August 2006 until I sold the property to Ms Michelle Wheatley in May 2016 my wife and I my two daughters and their partners and children continuously used the caravan and land around it for leisure use”. Mr Godfrey paid £1,193.55 to Forester TPC from his Lloyds Bank account on 21st August 2017. On 11<sup>th</sup> September 2017 Teignbridge DC issued a Certificate of Lawful Use for the use of the land for leisure/recreation and the stationing of a caravan.

15. In November 2017 Mr Godfrey ordered a steel-frame building kit to be fabricated and supplied by Blue River Buildings. A deposit payment of £6,784 was paid to Blueriver Steel Buildings on 21<sup>st</sup> November 2017 from the account of D&G Hire Ltd., a company owned by Mr Godfrey.
16. Mr Godfrey said that the dispute concerning his lorry and insurance was resolved in about December 2017. He said that he won his insurance claim for £250,000 and used the proceeds in part to pay the £200,000 he owed to Close Brothers Finance/Barclays Bank plc for the amount of finance outstanding on the lorry. He received the balance. Mr Godfrey did not produce any documents at all relating to the dispute concerning the lorry and insurance or showing the receipt of the monies and what he did with the balance.
17. Mr Godfrey said in cross-examination that in December 2017 he asked Mrs Wheatley to transfer Treetops back into their joint names. Mrs Wheatley did not do so but Mr Godfrey said that Mrs Wheatley told him “if it goes wrong, you know I’ll do the right thing”. By “if it goes wrong”, Mr Godfrey said Mrs Wheatley meant if they split up.
18. Mr Godfrey produced in evidence a transcript of a text message sent to him by Mrs Wheatley in December 2017. In the message, Mrs Wheatley said “I am willing to share what I have with you which is £95k collateral in 33. I have always shared my home with you and never taken the things you have done for me and for my family for granted”. Mr Godfrey did not produce any other messages from the chain of messages of which this was a part. Mrs Wheatley said in cross-examination that she meant in this message only that she was sharing “her home and family” with Mr Godfrey. She had never said Mr Godfrey had a share in Dunmere Road.

19. Mr Godfrey said that in January 2018 it was the intention of himself and Mrs Wheatley to live in the steel building to be placed at Treetops. He said that they agreed 33 Dunmere Road would be let and that they instructed a firm of estate agents, Connells to find a tenant. He said that £192 was paid to Advantage Property on 29<sup>th</sup> January 2018 for floor layout plans of 33 Dunmere Road to be prepared. Mrs Wheatley said it was never the plan to live at Treetops. She said Treetops does not have mains drainage or a septic tank. It had no mains water supply until 2019. There was a generator but no mains electricity. It was not somewhere that could be lived in as a permanent home.
20. Mr Godfrey said in cross-examination that in February 2018 he wanted to finish his relationship with Mrs Wheatley. He asked Mrs Wheatley to transfer Treetops to him. Mrs Wheatley did not do so but suggested that they have the steel building erected on Treetops and all the work finished.
21. In the early months of 2018 first a steel base was constructed at Treetops and then a pre-fabricated steel building was installed on that base. The steel base consists of a ring of steel placed on concrete blocks and the building is secured by bolts to the steel ring. There is no dispute that Mr Godfrey paid for the steel base and the building. The building was fabricated by Blueriver Steel Buildings. Blueriver Steel Buildings was paid £22,528 from a bank account in the name of a Mr Michael Tremlett on 16<sup>th</sup> February 2018. Mr Godfrey described Mr Tremlett as “a potential business partner/colleague”. Mr Godfrey produced a receipt dated 7<sup>th</sup> February 2018 signed by JR Hardy of M&S Windows for £3,000 “received from D Godfrey”. The £3,000 was a part payment of an invoice for £11,261.57 for windows and doors supplied to Treetops by Bifold UK Ltd., trading as M&S Windows. Mr Godfrey said he paid the £3,000. Mrs Wheatley said that her mother paid the £3,000 deposit. The windows and doors were delivered to Treetops on 21<sup>st</sup> March 2018. Mr Godfrey paid the balance of £8,261.57 from his Lloyds Bank account on 22<sup>nd</sup> March 2018. Mrs Wheatley accepted in cross-examination that Mr Godfrey had paid for the steel building.
22. Mrs Wheatley sent a photograph of the nearly-completed steel building at Treetops to Mr Godfrey with the message, “Not long now till we lay our hats here! Xx”. In cross-examination, Mrs Wheatley said that “lay our hats here”, did not mean “live permanently”.

23. On some date in February 2018 Mr Godfrey sent a text message to Ms Wheatley, saying as follows

“I’m requesting you pls to sign Treetops into my sister’s name 100%... I will pay for the Solicitors fee ... The deal was that I had 50% of 33 and 50% of treetops. However that will not be possible now ... so pls do the right thing As I have channelled all my own personal money into making what treetops is today Its only fair you have 33 I have treetops Lets put a 72 hour Thought to the above and sort this out this week coming...”.

24. On 4<sup>th</sup> March 2018 Mrs Wheatley forwarded to Mr Godfrey an email she had received from a mortgage broker. The email set out the amount of capital gains tax payable on a sale of property by her parents. Mrs Wheatley asked Mr Godfrey to show the calculations to “Steph”. The person referred to as “Steph” was Stephanie Revell, who traded as Revell Accounting.

25. On 6<sup>th</sup> April 2017 the parties’ relationship came to an end in circumstances which involved some violence. Mr Godfrey was subsequently convicted at Plymouth Magistrates Court of two counts of assault by beating and a count of criminal damage to property.

26. On 16<sup>th</sup> April 2018 solicitors instructed by Mrs Wheatley wrote to Mr Godfrey as follows:

“As you know Mrs Wheatley owns the land and buildings known as Treetops and we note that you occupy that land by reason of our client’s previous acquiescence to you doing so.

In law you have a licence to occupy and we have to tell you that the licence is terminated.

We will allow you seven days to vacate the property after which time we will issue Court proceedings”.

27. The Applicant replied by a letter written in manuscript and erroneously dated 21<sup>st</sup> August 2017. It was in fact written or sent on 21<sup>st</sup> April 2018. The Applicant wrote as follows

“Last year for reasons Michelle is aware of, the Property was transferred into her sole name but I did not gift my share of the Property to her. The legal title was merely transferred and I retained my beneficial interest in it. We discussed this in detail at the time and it was agreed that it would be transferred back into joint names if I won a court case I was involved in at the time. I won the case but the legal title has not been transferred back....



I am not in occupation of Treetops by virtue of a revocable licence. I have a right to reside there by virtue of my beneficial interest in the Property”.

28. Mr Godfrey made his application to register a restriction on 23<sup>rd</sup> April 2018. In the form RX1, Mr Godfrey stated “I have a beneficial interest in the property having paid the whole of the purchase price for the land on 13 May 2016. At that time the property was transferred into the joint names of myself and the current registered proprietor, Michelle Rae Wheatley. In or about March 2017 the legal title of the property was transferred to the current registered proprietor, although I retained a beneficial interest in the property, as a result of my financial contribution to both it’s initial acquisition and it’s subsequent redevelopment”.

29. Mrs Wheatley objected to the application for entry of a restriction by a letter from her solicitors dated 15<sup>th</sup> May 2018. Mrs Wheatley’s case as advanced in that letter was twofold. It was said that Mr Godfrey transferred Treetops to Mrs Wheatley by way of gift. It was also said that there was consideration for the transfer in that Mr Godfrey lived at 33 Dunmere Road without making any contributions towards the outgoings. The latter argument was not pursued at the hearing.

#### Decision

30. Counsel for the Respondent accepted that the transfer into Mrs Wheatley’s sole name for no consideration gave rise to a presumption of resulting trust and that it was for Mrs Wheatley to rebut that presumption. He did not submit that there should be a presumption of advancement because Mr Godfrey and Mrs Wheatley were living together at the time. Such an argument would not have succeeded on the current authorities – see *Austin v. Austin* [1978] 1 WLR 46. However, counsel submitted that the presumption of a resulting trust was a weak one and that it was rebutted on the evidence. He submitted that the transfer into Mrs Wheatley’s sole name was a gift made by Mr Godfrey as a way of his showing his commitment to his relationship with Mrs Wheatley.

31. It is common ground that the presumption of resulting trust applies, i.e. that it is to be presumed that Mr Godfrey did not intend when joining in the transfer into the sole name of Mrs Wheatley to make a gift to her of his share in Treetops. Therefore, the issue for me is whether Mrs Wheatley has established on the evidence that Mr Godfrey intended to make a gift to her of his interest in Treetops. I am not satisfied that Mr Godfrey did intend

to make a gift of his share to her by joining in the transfer into joint names. On the contrary, I am satisfied that Mr Godfrey did not intend to make a gift. This is for the following reasons:

(1) There was no particular reason for Mr Godfrey to have made a gift of his interest in Treetops to Mrs Wheatley in March 2017. It was suggested that it was a gift made by Mr Godfrey to show his commitment to his relationship with Mrs Wheatley but there was no evidence of any reason why he should have wanted or needed to have made such a show of commitment in March 2017. It was a step which required the formal step to be taken of instructing solicitors and had a cost being the cost of the solicitors preparing the transfer and sending it to HM Land Registry for registration and the fee payable to HM Land Registry for registration. He had made a gift from which an element of commitment might be inferred in May 2016 when he had Treetops transferred into the joint names of himself and Mrs Wheatley notwithstanding that he had provided all the purchase monies. There was no evidence as to why another show of commitment was needed or would have been thought desirable only 10 months later. There was no evidence that March 2017 marked any particular milestone in the relationship between the parties; it was not said, for example, that it marked any particular anniversary of Mr Godfrey and Mrs Wheatley having been together.

(2) Mr Godfrey put forward an explanation as to why the transfer into joint names was made and that explanation has the ring of truth about it. Mr Godfrey's evidence of a lorry belonging to him or one of his companies having been destroyed by fire and there being a dispute over his insurance claim and a claim for repayment of the amount outstanding on finance for the lorry was not challenged in cross-examination. Mr Godfrey's fear that a claim would be made against him and that he could lose his assets, is an explanation for his having Treetops transferred into the sole name of Mrs Wheatley that I accept. There are indications that Mr Godfrey is a person who will try to put his assets into the name of another while remaining the true owner of them.

These are

(a) his request to Mrs Wheatley in his text of February 2018 that she "sign Treetops into my sister's name". Mr Godfrey did not give a very satisfactory answer in his oral evidence as to why he wanted Treetops signed into the name of his sister. He suggested that he wanted any assets he had to go on his death to his sister and he proposed a lifetime transfer to avoid "any difficulty" but Mr Godfrey is not of an age

at which one would expect a person to be disposing of their assets to their intended heirs. Furthermore, Mr Godfrey says that he has no assets so it is difficult to see why he should think he would have any assets remaining at his death and would not need himself to make use of Treetops during his lifetime. I do not accept that Mr Godfrey wanted Treetops put into his sister's name to "avoid any difficulties" in her inheriting it on his death. There was no good reason for him to give Treetops to his sister. The use of the words "into my sister's name" seems to me to be significant. He was proposing to have his sister hold an asset for him because he did not want his asset to be in his own name:

- (b) what happened about payment for the steel building. It is common ground that Mr Godfrey was the person who, in reality paid for the steel building. He said that the money to pay for the building came from the balance of the proceeds of the insurance claim he made. However, the monies paid to Blueriver Steel Buildings did not come directly from Mr Godfrey's bank account but from an account in the name of a business associate. There was no good explanation as to why payment for the building should have come from this account and not directly from Mr Godfrey.
- (3) I do not accept the argument that Mr Godfrey would not have wanted to try to hide Treetops from potential creditors because the value of his interest in it was only £2,500. There is no evidence as to the value of Treetops in March 2017. Even assuming that Mr Godfrey paid the full market value of Treetops in May 2016, there is no evidence that its value was the same in March 2017. Even if its market value was the same, I accept that Mr Godfrey considered that Treetops was a property he could develop and that he considers it has a particular development value. In Mr Godfrey's mind Treetops had greater value than a land value of £5,000 and was not an asset he wanted to lose.
- (4) Mr Godfrey's actions after the transfer of Treetops into the sole name of Mrs Wheatley support the view that he considered he still had an interest in Treetops. He paid Forester TPC Limited's fees for making an application for a certificate of lawful use. He paid for the steel base for the steel building and for the steel building that he then erected on the Treetops site. Even if he paid only about £24,000 for the building (as Mrs Wheatley alleges), that is a substantial sum of money. It is fanciful to suggest that Mr Godfrey would have paid this amount for the steel building and carried out the

work if he did not think he had an interest as joint owner in the site on which it was to be placed. It was not suggested that Mr Godfrey had available to him any other site on which he could place such a large structure. The text Mr Godfrey sent Mrs Wheatley in February 2018 is consistent with the view that Mr Godfrey considered he had a 50 per cent share in Treetops but sought to have the entire property transferred to him in return for giving up a claim to an interest in 33 Dunmere Road. That Mr Godfrey considered he had some claim to a share in 33 Dunmere Road is supported by the contents of the text sent by Mrs Wheatley in which she said, "I am willing to share what I have with you which is 95k collateral in 33". That was not Mrs Wheatley saying only that she was willing to share a home with Mr Godfrey but expressly that she was willing to share an interest of a particular value in 33 Dunmere Road. It is not relevant that Mrs Wheatley's parents were the true owners of 33 Dunmere Road; what is relevant is that Mrs Wheatley was saying she had an interest worth £95,000 in Dunmere Road and was willing to share it with Mr Godfrey.

- (5) Mr Godfrey's statement in his Statement of Case that Treetops would be "transferred back into joint names once [his] business difficulties had been resolved" and his statement in cross-examination that Treetops was to be transferred back into joint names if the insurance company paid him does not mean that Mr Godfrey considered he had no beneficial interest in Treetops unless it was transferred into joint names. They are simply statements by him of when the legal title was to be transferred back into joint names and are silent as to the beneficial interests.
- (6) I prefer the evidence of Mr Godfrey to the evidence of Mrs Wheatley as to the reasons for the transfer into her sole name. Had Mr Godfrey intended the transfer as a gift and Mrs Wheatley considered it to be a gift then I consider she would have given in her evidence a fuller explanation as to why the transfer was made into her name in March 2017. I note that when Mr Godfrey wrote to Mrs Wheatley's solicitors in April 2018 stating that Mrs Wheatley was aware of the reasons why Treetops was transferred into her name, the transfer not being a gift, Mrs Wheatley's solicitors did not write back asking what those reasons were. Further, I note that Mrs Wheatley offered an explanation to HM Land Registry as to why the transfer was made as a gift, namely because Mr Godfrey had lived at 33 Dunmere Road without making any contributions to the expenses and that that is not an explanation she chose to advance at the hearing.

Unfortunately, Mrs Wheatley has shown herself to be someone who is prepared to make untrue statements under oath. She made a sworn declaration for the purposes of her application for a certificate of lawful use which contained a statement which she knew to be untrue, namely that she purchased Treetops when the truth was Mr Godfrey purchased it and had it transferred into joint names. I am unable to accept the evidence of Mrs Wheatley that Mr Godfrey did not tell her about the lorry fire and insurance claim and that she believed Mr Godfrey was making a gift to her of his interest in Treetops.

### Conclusions

32. As the transfer into Mrs Wheatley's sole name was not made for valuable consideration, it is to be presumed that Mr Godfrey did not intend to make a gift of his beneficial interest to Mrs Wheatley. Mrs Wheatley has not rebutted that presumption. I am satisfied on the evidence that Mr Godfrey did not intend to make a gift. Accordingly, Mrs Wheatley holds Treetops on a resulting trust for herself and Mrs Godfrey. It follows that Mr Godfrey has an interest in Treetops capable of being protected by entry of a restriction. I shall direct the Chief Land Registrar to give effect to his application to enter a restriction as if the objection of Mrs Wheatley had not been made.

33. My preliminary view is that Mrs Wheatley should be ordered to pay Mr Godfrey's costs of the proceedings, except in so far as they are the subject of a costs order already made, ordering the payment by Mr Godfrey of costs incurred by Mrs Wheatley. If any party wishes to submit that some different order ought to be made as to costs, they should serve written submissions on the Tribunal and on the other party by 5pm on 21<sup>st</sup> November 2019.

BY ORDER OF THE TRIBUNAL

*Michael Michell*



DATED 1<sup>st</sup> NOVEMBER 2019