

2612



**HM Courts
& Tribunals
Service**

**Leasehold Valuation Tribunal
Case Number: CAM/26UK/OCE/2012/0018**

Properties : 97 & 99 Church Road,
Watford,
Herts
WD17 4QD

Applicants : (97) John Desmond Gregory
(97) David John Gregory
(97) Andrew John Gregory
(99) John Albert Gregory

Respondent : **Bernard Joseph Brown, by his Executor**
Christopher James Brown

Date of Application : 10th July 2012

Type of Application : **Application for a determination of
terms and costs of acquisition under
sections 24 and 33 of the Leasehold
Reform, Housing and Urban
Development Act 1993 (“the Act”)**

Date of Hearing : 23rd January 2013

Tribunal :

Mrs. Joanne Oxlade
Ms. Marina Krisko BSc. (EST MAN) FRICS
Mrs. Sarah Redmond BSc. ECON MRICS

Lawyer Chairman
Valuer Member
Valuer Member

Attendees

Applicants

Miss. S. Jennings, Solicitor, Comptons Solicitors
Mr. A. Cohen MRICS, Talbots Surveying Services Limited
Applicants

Respondent

Mr. J. Crosbie FRICS, Brendons
Mr. Christopher James Brown (Executor)

DECISION

For the following reasons, the Tribunal finds that:

- (i) There is no development value to the premises, and so no compensation payable by the Applicants to the Respondent in accordance with paragraph 5(3) of Schedule 6 of the 1993 Act,
- (ii) The Tribunal approves the TR1 in the form attached to these reasons, save that the consideration payable will be stated (at part 8 of the TR 1) as received in the sum of £12,500,
- (iii) the Applicants shall pay the Respondent's statutory costs assessed as £2833 (including disbursements, but excluding VAT).
- (iv) the Applicants' application for costs pursuant to paragraph 10, Schedule 12 of the Commonhold and Leasehold Reform Act 2002, is refused.

REASONS FOR THE DECISION

The Application

1. The Applicants are the lessees of the ground floor maisonette known as 99 Church Road, and a first floor maisonette above it, known as 97 Church Road. Though demised on different dates each lease terminates by effluxion of time on 23rd March 2093.
2. On 15th January 2012 a notice pursuant to section 13 of the 1993 Act were served on the Respondent, who responded by service of a counter-notice dated 19th March 2012.
3. There was no issue between the parties as to the right to collectively enfranchise, but as to the price payable.
4. In the absence of resolution the Applicants issued an application for the Tribunal to determine the terms of acquisition, and on 17th July 2012 Directions were made for the filing of evidence, including expert evidence.
5. The parties have negotiated and settled all matters including the price payable to the Respondent in the sum of £12,500, save two: the price payable (if any) by way of compensation to the Respondent for the loss

of development rights; statutory costs payable to the Respondent by the Applicants.

6. To summarise each party's case briefly, the Applicants say that the opportunity to develop is remote in time (the unexpired terms being 81 years) and reality as there is no chance of obtaining planning permission to develop the land in such a way that it could result in any or any sufficient profit to make such development a realistic possibility for a nominee purchaser, who must be assumed to be a reasonably prudent investor.
7. The Respondent acknowledges that the early discussions with the planning officer have not been positive and that there should be a discount applied to the price payable to the Respondent to reflect the risk of planning permission not being granted. However, there is considerable local infill through this type of development, the site lends itself to re-development, there is a good chance of making a sufficient profit that a developer would buy with a view to develop, and so the Respondent must be compensated for the loss of the possibility in the sum of £40,000. The sum is calculated on an assumption of demolition and re-build of 6 one bedroom flats; no costings were provided for re-modelling or extending the existing building.

Inspection and Hearing

Inspection

8. The Tribunal inspected the site and exterior of the building on the morning of the hearing and found it to be as described in the reports of the experts, Mr Cohen for the Applicants and Mr. Crosbie for the Respondents. There was no disagreement between them as to description. The Tribunal noted Church Road is a busy residential road subject to parking restrictions and there is a junction nearby with another busy road; that there is limited space to the rear of the building.
9. The Tribunal noted Mr. Crosbie's point about the height of other developments locally being three storeys or above, which developments he had marked on a map, which was contained within his report. Prior to and after the inspection the Tribunal travelled around the locality of the premises to see the developments referred to and which confirmed his opinion that the locality is a good quality residential location with new developments of flats some of which are or exceed three storeys.

Hearing

10. The application was heard in the presence of those named above.
11. At the commencement of the hearing the Tribunal identified the issues, as follows:

- (i) price payable by way of compensation for loss of development value,
 - (ii) statutory costs payable by the Applicants to the Respondent.
12. On behalf of the Applicant Ms. Jennings said that the TR1 had been agreed with the Respondent's Solicitor. The copy submitted on the morning of the hearing was subject to one final agreed amendment, which she then read out. The Tribunal was satisfied that the TR1 (plus amendment) was accurate, and approved it, subject to receipt of a complete copy in the terms read out. At the request of the Tribunal, after the hearing the parties wrote to the Tribunal, with the agreed TR1, which is attached. The Tribunal approves it subject to the insertion of the consideration, which is £12,500.
13. The experts had, as required, filed a statement of agreed terms. These were that the price was agreed at £12,500, subject to the question of loss of development value.
14. The Tribunal heard evidence from both experts, who gave evidence-in-chief to update their reports, and answered questions in cross-examination, and questions by the Tribunal. At the end of the hearing it was agreed that submissions were unnecessary, save as to costs, which were made by Ms. Jennings. The parties' respective cases are summarised below.

The Respondent's Case

15. The Respondent's case rests on the evidence of Mr. Crosbie, Chartered Surveyor, and a letter from John Evans dated 22nd January 2013, whom the Respondent described as an Architect.
16. The Respondent says that the premises is located in a good residential location, close to the town centre and train station, in a road which has seen significant development or re-development into flats.
17. Mr. Crosbie's expert opinion is that the existing building could be demolished, and replaced by 6 one bedroom flats which would achieve a selling price of £200,000 each. He calculated the costs to the developer of acquiring the site, and calculated that there would be a profit to the developer of £46,000. However, recognising that there was a risk over obtaining planning permission, he adjusted the figure by 15%, to conclude that the Respondent should be compensated for the loss of development value in the sum of £40,000.
18. The planning authorities had been approached on two occasions, although no formal planning consent has been sought. These approaches have been on an entirely informal basis, and their responses (27th September 2012 and 14th January 2013) had been disclosed. The approach had been made to see whether it was likely

that the planning authorities would in principle grant permission for a three storey, 6 bedroom block of flats. There were limited plans drawn up for the first approach, and he thought also for the second approach, though he did not know how these had differed and could not be sure about this. He had provided costings in his report dated 15th October 2012, which would show that it was viable to develop the land as proposed and that there would be a profit in it.

19. His evidence was that in this area the selling price of a one bedroom flat was £200,000, though he had not included in his report any evidence of how he reached this conclusion. The re-development would therefore bring in £1,200,000.

20. The costs were as follows:

£500,000	acquisition costs of the two flats
£ 5,000	stamp duty at 1%
£ 10,000	value of freehold
£ 2,000	town planning fees
£ 2,000	building regulations fees
£ 14,200	s106 contributions for open space, health care, and CPZ parking
£473,000	build costs (including demolition)
£ 75,000	borrowing costs of £600,000 at 10% p.a. for 15 months
<u>£ 24,000</u>	legal costs at .75% and sales at 1.25 %

£1,105,000

producing a net profit of £95,000.

21. From the net profit of £95,000 he deducted £1,825 for the freeholder's deferred value. He worked on the basis that the balance of £93,175 would be divided 50% between the freeholder and lessees. He could see the argument that the lessees may want an additional inducement to leave, but thought that £46,000 divided between the two, was realistic. There would be a reduction of the freeholder's assumed profit of £46,600 by 15% to reflect the risk of not getting planning permission. So, the development loss to the freeholder by collective enfranchisement was £39,600 rounded to £40,000

22. Mr. Crosbie said that he is not a building surveyor, and so relied on the BCIS calculations to provide a total build cost; a brief summary of how the calculation of £473,000 was achieved, was attached to his report. His calculations allowed for a high-end specification which was aesthetically pleasing, as this is what the Council wanted, but he thought that £100,000 could be shaved off the figure of £473,000 for something less high-end. He has used the maximum build costs and thought that the BCIS guide of £1690 per square meter included professional fees, costs of demolition, developer's profit, costs of common parts ("the 4 assumptions"). In short, his calculations were

presented on a pessimistic view of what the costs would be, and so what the profit could be. He agreed that he deducted the reversion costs of £1825 twice. He had (in effect) deducted the building regulations and planning costs twice, firstly in his own calculations, but he believed that these were also included in the BCIS figures. He was confident that the price per square meter of £1690 included all the build costs, including the 4 assumptions.

23. He acknowledged that the planning officer's comments were not exactly encouraging. The planning officer said that:
- (i) the principle of a three storey building is unlikely to be acceptable in this location as the surrounding properties are predominately two storeys in height and the development should respect the height and scale, it is bulky, and featureless with a substantial mansard roof
 - (ii) the development would adversely affect the outlook for the house at the rear, and there could be overlooking into windows and gardens which may have a harmful impact on overlooking
 - (iii) the design of the building would need to be improved significantly, and would need to be a high quality design to meet the surrounding area
 - (iv) the floor and room sizes fell short of the minimum standard
 - (v) the provision of 6 flats would impact on local parking and add to local congestion; the later letter commented on the provision of parking to the front for 6 cars as being out of keeping with the street scene, and said there would be insufficient manoeuvrability.
24. Mr Crosbie met the planning officer's points by relying on the expertise of Mr. Evans, who said that he was "speechless" at the planning officer's reference to 3 storey's being too high. Mr. Crosbie pointed to the surrounding developments which are as high as 5 storeys. As Mr. Evans had no letters behind his name it was to be assumed that he was not a qualified Architect, but he had been in the business for 20 plus years and worked in the West London and Watford area.
25. He stated in cross examination that he thought that a developer would probably proceed by buying an option to purchase the flats conditional on planning permission being granted - though he had not actually costed it quite like that. His professional advice to a developer would be that it would be worth the risks of spending £40,000 on an option to purchase against the risks of not getting planning permission to demolish and put up 6 flats. He factored in the risk of not getting planning permission, and reduced the potential profit by 15% to reflect this, but he agreed that this could be on the "light" side.
26. He could not accept Mr. Cohen's assertion that no developer would risk an outlay of £1.2m, for a potential profit of £40,000; there was always

the builder's profit as well, which was built into the BCIS figures and he thought this was as high as 17.5 - 20%.

27. He agreed that if only one or two figures were tweaked, the impact on residual valuations could be considerable. His clients have not previously sought planning permission to develop as this is not the way that they run their portfolio – which is about ground rents and lease extensions.

The Applicant's Case

28. The Applicant's case was very straightforward: although the legislation speaks in terms of "possibility", it does not compensate for what is a "long shot". His clients had never expressed an interest in developing the land in all the time that they had owned the flats, and there is no planning consent in place; the planning officer's comments are not encouraging. There was no prospect of developing the site for 81 years. The figures make it clear that this is not a viable proposition. It would take only a variation in several of the figures to reduce the chance of making any profit to making a loss. He considered that the figures did not include an inducement to entice the lessees to sell, and that the assumption of 15% deduction for the risk of getting planning permission was far too low. Their expert, Mr. Chohen, would not advise any developer to purchase this site, with the chance of profit of £40,000, and where there was the serious risks of not getting planning permission

Tribunal's Findings on Development Value

29. The legislation provides that the nominee purchaser will pay compensation to the freeholder for the "loss of development value". The legislation recognises the speculative nature of this loss and refers to it as the loss of value arising from the "*possibility* of demolishing, reconstructing or carrying out substantial works of construction on the whole or a substantial part of the premises". It does not require that planning permission is in place, or in prospect.
30. Both experts accepted that the correct approach was for the Tribunal to assesses the loss of development value on the basis that a hypothetical purchaser could intend to do so, but not the nominee purchaser.
31. In this case, there is no planning permission in place, and the planning officer's informal response is quite negative. The site visit was instructive because it showed (i) that the footprint of the building is quite large for the size of the plot – which plot is oddly shaped and narrowing at the rear (ii) that there was relatively little land to the rear and side of the premises and (iii) the building immediately to the North of the premises is three storeys, and the buildings to the south all two storeys high. It is apparent that to replace it with a block of six flats,

would require building closer to the boundary or upwards; in the Respondent's discussions with the planning officer, the basis of the application is to develop on the existing footprint. The planning officer's objections to a building of three storeys does not appear to be an "in principle objection" because of the height of the building, but an objection to three storeys in the current residential context.

32. Nevertheless, there is no refusal of planning, and in 81 years time the planning position may be very different.
33. The Tribunal finds that the site could be redeveloped, but the details of the re-development are very uncertain. Equally uncertain is the question of making any profit from it, which is the key question in assessing whether there is any development value which will be lost.
34. The Tribunal has started from an assumption that Mr. Crosbie's estimate of a selling price of each flat at £200,000 may be correct. Mr. Cohen did not challenge this. It has to be recognised that in valuation terms, it is almost impossible to value to an exact figure, and it would only take a movement in price of 1% (£4,000 per flat, so £24,000 for the development) for the developer's profit margin to melt away.
35. The Tribunal considered the costing of the development, as set out by Mr. Crosbie in his report, and which were tested at the hearing.
36. Mr. Crosbie acknowledged that he is not a building surveyor, and so he placed heavy reliance on BCIS calculations. However, the Tribunal was not provided with a complete set of calculations to see exactly how the costs were calculated. There was no documentary evidence to show that the four assumptions were included in the build costs which gave rise to the base figure of £1690 per square metre. Mr. Crosbie thought that the four assumptions were included, but in the absence of clearer evidence that this was so the Tribunal is not satisfied that this per square metre figure includes all the necessary costs. It appears that the approach made to the planning department was initially done with sketch drawings, and the planning officer's comments were that the development was not pleasing to look at, and the floor areas of the flats and rooms were too small; it is not clear whether Mr. Crosbie's calculations accommodated the necessary changes.
37. Mr. Crosbie had assumed that a developer would pay for an option to purchase, conditional on planning permission, but had not included in his costings a specific figure for this option. He had worked on the basis that each lessee would sell their interest for the agreed market value of the flat and would additionally be paid £23,000. However, he did not satisfy the Tribunal that sufficient attention had been paid to this point: rather the Tribunal considered that the costs for a lessee in selling, buying another flat, and moving could easily amount to £20,000 and that a developer would need to work on the basis of paying an additional inducement to each lessee to make it worth their while

selling and moving. If the inducement to the lessees was added to the sale price of the flats then the stamp duty would increase from 1% to 3%, which costs would be £15,000 not £5,000.

38. The Tribunal considered Mr Crosbie's assumption, in estimating the development value, which requires vacant possession now or in the near future. The respondent has not deferred the value of the redevelopment nor allowed for any unusual difficulties in gaining possession which could delay any redevelopment for years. The Tribunal agreed with Mr Cohen that the prospect of such a development was remote. It would depend on striking a bargain with the leaseholders in advance to achieve vacant possession which Mr Crosbie had not given full consideration.
39. Mr. Crosbie did discount the possible profit to the developer by 15% to reflect the risk of not getting planning permission, although he acknowledged that this figure was on the light side. Mr. Crosbie acknowledged that this was a case where planning may not be entirely straightforward, but should be won on appeal; however, there were no costings for the expenses incurred in a planning appeal.
40. In summary, the Respondent's case is that there is the possibility of a developer spending £1.2 million to achieve a profit of £46,000; that there is a 15% or so chance of not getting planning permission, and that the risks of not doing so are outweighed by the profit to be made. The costs used have been done on a pessimistic basis, and that costs can be shaved to increase the residual value.
41. The Tribunal acknowledges that the legislation requires that we consider "possibilities" of development value, but in light of the above the Tribunal finds that the margins are uncertain, and in any event so narrow, that making any profit is far too speculative. In addition, the risks of not getting planning permission lead us to conclude that there is insufficient evidence that there is any development value in the premises. Compensation is therefore not payable.

Statutory Costs

42. The Respondent sought statutory costs of £8245, comprised as follows:
 - (i) Legal costs of £5195.00 plus vat, and disbursements including
 - (ii) Valuer's fees of £2300 plus vat
 - (iii) Architects fees of £750 plus vat
43. The Respondent filed a statement of costs from the Respondent's Solicitor Enever Freeman & Co, in which they said that they had already spent 11 hours and 10 minutes, and would spend a further 12 hours on completing the matter. This was broken down as follows: 35 letters despatched, telephone calls of 90 minutes; hourly rate of

£225.00. No timesheet was included, nor copy invoice sent to the client for payment.

44. The Solicitors provided a schedule of disbursements which consisted of the valuer's fees (Mr. Crosbie) of £800 for the preparation of the report and £1500 for attending the hearing, £750 to the Architect, and £8 for office copy entries. The Respondent provided no timesheets or invoices.
45. The Applicant's response is set out in a statement of James Stephen Compton, Partner in Comptons, dated 24th October 2012. He did not take issue with the Solicitor's hourly rate of £225, but said that the Respondent's Solicitor's time spent was excessive, and said that it was impossible from the information provided to establish how this time was spent. The leases were simple in terms, and no issues of rights of way or other complications. The only issue was development value. He provided a Schedule of reasonable time taken to do work ("Schedule 2"), which were his submissions of how long each part of the process should take, and he calculated that 5 hours was sufficient. He agreed the valuer's fee of £800, but said that the other costs (valuer's attendance at the hearing and architects fees) were outside the statutory costs allowed by section 33 of the 1993 Act, which is set out in full in Appendix A.

Tribunal's Findings

46. The statute provides that the cost shall be recoverable only to the extent that they are reasonable. The Respondent's claim for legal costs is not supported by time sheets or any detailed breakdown as to how this claimed time has been and will be spent. The leases are straightforward, and there are no issues as to rights of way or covenants.
47. The Tribunal finds that the Respondent has not established that the time claimed by his Solicitor is reasonable or that he would have incurred those costs if he had been personally liable for them.
48. The Tribunal considers that bearing in mind the Solicitor was dealing with collective enfranchisement of two similar leases in a straightforward case, that the reasonable Solicitors costs are 9 hours at £225 per hour, £2025 plus vat.
49. The valuer's costs of attending the hearing do not fall within section 33 (1)(a) of the Act as they do not fall within the definition of "investigation reasonably undertaken". Further, there is no evidence to show when the Architect's costs were incurred; so there is nothing to show that he was engaged or costs incurred prior to the counter notice being served. Again the Respondent has failed to show that these costs fall within section 33(1)(a) or (d).

50. The costs assessed as payable by the Applicants to the Respondent are £2825 plus vat, which consist of Solicitor's costs of £2025, and £800 (valuer's fee) and disbursements of £ 8 (office copy entry).

Schedule 10 costs

51. At the end of the hearing Ms. Jennings made an application for costs payable by the Respondent to the Applicants in the sum of £500, on the basis that the Respondent had acted "frivolously, vexatiously, abusively, disruptively, or otherwise unreasonably in connection with the proceedings",
52. The argument advanced was that the Respondent had argued the loss of development value, which was not a realistic argument to make, and made the Applicant expend costs unnecessarily.

Tribunal's Findings

53. The statutory threshold test is a high one to meet, and the burden falls on the Applicant to show that this is made out. Although the Tribunal has concluded that no development value is lost by the collective enfranchisement, and so no compensation is payable, the Respondent was entitled to argue the matter. The Respondent's case was not so weak that it could be said to be frivolous, vexatious, abusive, disruptive, or otherwise unreasonable to have the point determined.

.....

Joanne Oxlade

Lawyer Chairman

1st February 2013

Land Registry

Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

1	Title number(s) of the property: HD34837
2	Property: 97 and 99 Church Road, Watford WD17 4QD
3	Date:
4	Transferor: CHRISTOPHER JAMES BROWN as Personal Representative of L Bernard Joseph Brown deceased <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: John Albert Gregory, John Desmond Gregory, David John Gregory & Andrew John Gregory <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register: John Desmond Gregory of Wood Dale, 68 Scatterdells Lane, Chipperfield, Kings Langley, Herts WD4 9EX; Andrew John Geogrey of 104 Links Way, Croxley Green, Watford WD3 3RN; David John Gregory of 65 Parkside
7	The transferor transfers the property to the transferee
8	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): TBC <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
9	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input checked="" type="checkbox"/> limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 Additional provisions

The property is sold subject to & with the benefit of the leases & other matters referred to in entries numbered 1-3 of the Charges Register;
 This Transfer is executed for the purposes of Chapter 1 of Part 1 of the Leasehold Reform, Housing & Urban Development Act 1993;
 The transferees covenant to observe & perform & fulfil the landlord's covenants under the leases relating to the premises & to indemnify the ~~landlord~~ ^{transferor} in respect of costs, demands, claims & expenses arising from any future breach or non-observance of such covenants.

12 Execution

Signed as a deed by

Representative Bernard Joseph Brown *deceased* *James Brown as Personal*

Signature.....

in the presence of:

Signature of witness.....

Name (in BLOCK CAPITALS)

Address

Signed as a deed by

John Desmond Gregory

Signature.....

in the presence of:

Signature of witness.....

Name (in BLOCK CAPITALS)

Address

Land Registry
Continuation sheet for use with
application and disposition forms



Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1	Continued from Form: LRTR1 Deed	Title number(s): HD34837
2	Signed as a deed by: John Albert Gregory in the presence of: Signature..... Signature of witness..... Name (in BLOCK CAPITALS) Address	
	Signed as a deed by: David John Gregory in the presence of: Signature..... Signature of witness..... Name (in BLOCK CAPITALS) Address	
	Signed as a deed by: Andrew John Gregory in the presence of: Signature..... Signature of witness.....	

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Land Registry
Continuation sheet for use with
application and disposition forms



Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1	Continued from Form:	Title number(s):
TR1	Panel 6	
2	David John Gregory of 65 Parkside Drive, Watford WD17 3AU; and John Albert Gregory of Apartment 35, 40 Eastcote Road, Pinner, Middlesex HA5 1DH	

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Appendix B

Section 33 of the 1993 Act

“(1) Where a notice is given under section 13, then (subject to the provisions of this section and sections 28(6), 29(7), and 31(5)) the nominee purchaser shall be liable to the extent that they have been incurred in pursuance of the notice by the reversioner or by any other relevant landlord, for the reasonable costs of and incidental to any of the following matters, namely -

- (a) any investigation reasonably undertaken -
 - (i) of the question whether any interest in the specified premises or other property is liable to acquisition in pursuance of the initial notice, or
 - (ii) of any other question arising out of that notice;
- (b) deducting, evidencing and verifying the title to any such interest;
- (c) making out and furnishing such abstracts and copies as the nominee purchaser may require
- (d) any valuation of any interest in the specified premises or other property;
- (e) any conveyance of any such interest;

.....

(2) For the purpose of subsection (1) any costs incurred by the reversioner or any other relevant landlord in respect of professional service rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs”.