



Neutral Citation Number: [2024] UKUT 00174 (LC)

Case No: LC-2022-600

IN THE UPPER TRIBUNAL (LANDS CHAMBER)
AN APPLICATION UNDER
SECTION 84 OF THE LAW OF PROPERTY ACT 1925

14 June 2024

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

RESTRICTIVE COVENANTS – DISCHARGE – site of former educational establishment in residential area – last used as a school in 1997 – buildings now demolished – planning permission for residential development – whether restrictions obsolete – whether restrictions secure practical benefits to objectors – whether discharge would cause injury – s.84(1), Law of Property Act 1925

BETWEEN:

STAFFORDSHIRE COUNTY COUNCIL

Applicant

-and-

RESIDENTS OF THE ROE LANE
FARM HOUSING ESTATE

Objectors

Seabridge County Junior and Infants School,
Roe Lane,
Newcastle, ST5 3PR

Upper Tribunal Judge Elizabeth Cooke and Peter D McCrea FRICS FCI Arb
14 May 2024

Edward Denehan, instructed by Staffordshire Legal Services, for the Applicant
The objectors were not represented

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The following cases are referred to in this decision:

Alexander Devine Children's Cancer Trust v Housing Solutions Ltd [2020] UKSC 45

Re Hextall's Application (1998) 79 P&CR 382

Re Bass's Application (1973) 26 P&CR 156

Stockport Metropolitan Borough Council v Alwiyah Developments (1986) 52 P&CR

Re O'Reilly's Application (1993) 66 P&CR 485

James Hall and Company (Property Limited) v Maugham and Ors [2017] UKUT 240 (LC)

Introduction

1. This application concerns the site of a former school in Newcastle-under-Lyme, Staffordshire. The applicant is Staffordshire County Council ('Staffordshire'), which owns the freehold interest. The school has been demolished, and planning consent has been granted, on appeal, for the construction of 55 houses. But the consented development is prevented from being built by restrictive covenants, so Staffordshire now applies to discharge or in the alternative to modify them.
2. The application has had a slightly complicated procedural history. Until it was withdrawn the day before the hearing, an objection was maintained by the local authority, the Borough Council of Newcastle-under-Lyme ('Newcastle'). The other numerous objectors, listed in the Appendix, are many of the residents of the Roe Lane Farm housing estate which surrounds the application site. They have been represented by Dr Jurgen Orendi, a fellow resident who, as we explain below, did not himself have the benefit of the restrictions.
3. We carried out a site inspection on the day before the hearing, accompanied by representatives from Staffordshire and Dr Orendi. At the site visit Dr Orendi told the Tribunal and the applicant's representatives that he would not be attending the hearing, because of his professional commitments and that the objectors would not be represented. We have had regard to the written and video evidence they submitted. Dr Orendi's absence from the hearing has two important practical consequences. The first is that there was no challenge to the two witnesses who gave evidence for Staffordshire, Ms Lynsey Palmer and Mr Paul Causer, respectively Staffordshire's Strategic Planning Manager and Estate and Valuation Manager; neither witness was cross-examined and their evidence is accepted in full. The second is that Dr Orendi himself, the only witness for the objectors, could not be cross-examined and therefore his evidence carries very little weight.
4. At the brief hearing on 14 May 2024, we heard oral submissions from Edward Denehan of counsel.

The land and the restrictions

5. The restrictive covenants were contained in a conveyance dated 16 December 1958 ('the 1958 conveyance') under which Newcastle transferred to Staffordshire 19.75 acres of thereabouts of land ('the transferred land') forming part of the Roe Lane Farm Housing Estate. The transferred land is shown coloured purple, red, blue, and green on the plan below.



6. The transferred land and the houses immediately surrounding it are bounded by Seabridge Lane to the south, Roe Lane to the east, Sherborne Drive which curves to the north, and Harrowby Drive which is to the west.
7. As far as relevant, clause 2 of the 1958 conveyance contained the following:

“For the benefit of the Estate known as the Roe Lane Farm Housing Estate belonging to the Vendors or the part thereof for the time remaining unsold and every part thereof and so as to bind the land hereby conveyed the Purchasers hereby covenant with the Vendors that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the following restrictions and stipulations:-

- (1) No buildings other than Schools as defined by the Education Act 1944 or any statutory modification or re-enactment thereof for the time being in force with appurtenant out offices thereto shall be erected on the said plot of land and no trade or business shall be carried on thereon
- (2) No building shall be erected on the said plot of land until the plans drawings elevations sections and specifications thereof have been approved by the Vendors and the necessary planning permissions have been obtained Provided Always that the Vendors shall not unreasonably withhold such approval in respect of plans drawings elevations sections and specifications approved by the Minister of Education
- (3) Not to do or permit to be done on the said plot of land or on any building to be erected thereon any act which may be or become a nuisance or damage to the Vendors their successors in title or assigns owner or owners for the time being of the

adjoining or neighbouring lands or property or its or their tenants Provided Always that the use of the said land and any buildings to be erected thereon as a School as hereinbefore defined shall not be deemed a breach of this covenant”

8. The first two of those three covenants are the subject of the application. The land benefitting from the restrictions, ‘the Estate’, was a large swathe of land of which the transferred land formed a small part in the southern corner. Most of that land no longer belongs to Newcastle, having been sold long ago for housing.
9. On 7 March 1997, Staffordshire and Newcastle entered into a ‘Conveyance and Transfer and Deed of Release’ (‘the 1997 Deed’) concerning a number of different sites in the borough. In return for Staffordshire transferring to Newcastle the freehold of land elsewhere, in respect of the 1958 conveyance, Newcastle:

“(a) releases the County Council (and its successors in title to the Roe Lane Site) from the Covenants (in so far as the Covenants are still subsisting and capable of being enforced and are applicable to the Roe Lane Site) to the extent necessary to permit the construction and subsequent use of the Roe Lane Site for residential purposes or for such other use or uses for which planning permission may from time to time be in force, but not further;

(b) agrees and confirms that the restrictive covenant in sub-clause 2(3) of the 1958 Conveyance shall henceforth be varied so that any use of the Roe Lane Site in accordance with the Covenants (as varied by sub-clause (a) of this clause) shall not constitute a breach of the covenant in sub-clause 2(3) of the 1958 Conveyance.”

10. The ‘Roe Lane Site’ was the land which is coloured green and coloured blue on the plan shown above. That coloured green was subsequently sold to Westbury Homes, who developed it for housing, creating Ash Way (which runs off Seabridge Lane) and Bluebell Drive.
11. The land shown purple is the now the site of the Seabridge County Junior and Infants School, Roe Lane, the land having been transferred to The Shaw Education Trust. A small strip of land, comprising 90 square yards between 14 and 16 Roe Lane, was sold to a Mrs and Mrs Holland in 1962.
12. Taking stock at that point, Staffordshire owns the land coloured blue and red on the plan shown above, which together we shall call ‘the development site’. The land coloured red remains burdened by the restrictions, while those affecting the land coloured blue were varied as above.
13. The application land was originally used as a secondary school, but from 1997 to around 2017 it was used by Staffordshire as offices and facilities for its education department.

The proposed development

14. Planning permission for the construction of 55 houses on the development site was granted on appeal by the Secretary of State on 17 November 2020.
15. As the objectors say, Newcastle in its capacity as local planning authority rejected the 2019 planning application, against officer's advice, which was that:

“the site is in a sustainable location where the broad principle of new and replacement housing is acceptable. The adverse impacts of the development do not outweigh the key benefits of this sustainable development. Accordingly permission should be granted provided the contributions and affordable housing indicated in the recommendation are secured.”
16. As regards access and safety, the planning officer noted that ‘the highway authority has no objections to the scheme. It is not considered that the proposal would have any significant adverse impact on highway safety...’.
17. As for the effect on amenity of the surrounding residences, the officer noted that subject to the imposition of conditions, ‘it is not considered that an objection could be sustained on the grounds of impact on amenity’.
18. Despite the officer's recommendation, planning was refused by the planning committee on the grounds of inappropriate development by virtue of the number of dwellings proposed, and that access to the site was inadequate and would not be able to accommodate the scale of the development.
19. On appeal, the Planning Inspector took a different view, being satisfied that a suitable residential scheme could be agreed at a reserved matter stage which would be acceptable and policy compliant. As for access, again the inspector concluded that with suitable safeguards the development would be capable of providing a safe and satisfactory access. Outline planning permission was granted by the Inspector in their appeal decision dated 17 November 2020.
20. Following the grant of a further permission by Newcastle, as local planning authority, in December 2021, the buildings on the development site (latterly used as an educational facility known as ‘The Seabridge Centre’ were demolished), and the site stands empty.
21. But, as we have said, standing in the way are the restrictive covenants on the red land. Staffordshire now applies to the Tribunal for the discharge, or the modification, of the restrictions in clause 2(1) and (2) to permit the implementation of the planning permission.

Relevant statutory provisions

22. Staffordshire relies upon grounds (a), (aa), and (c) of section 84(1) of the Law of Property Act 1925.
23. Ground (a) is satisfied where changes in the character of the property, or the neighbourhood, or other circumstances which the Tribunal deems material, have caused the restriction to become obsolete.
24. Ground (aa) is satisfied where the restriction impedes some reasonable use of the land for public or private purposes, and the Tribunal is satisfied that, in so doing, the restriction secures “no practical benefits of substantial value or advantage” to the person with the

benefit of the restriction, or the restriction is contrary to the public interest. The Tribunal must also be satisfied that money will provide adequate compensation for any loss or disadvantage which that beneficiary of the restriction will suffer from the proposed discharge or modification. In determining whether a restriction ought to be discharged or modified under ground (aa), the Tribunal is required to take into account the statutory development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the area. It must also have regard to the period at which and context in which the restriction was imposed and any other material circumstances.

25. Ground (c) is satisfied where that the proposed discharge or modification will not injure the persons entitled to the benefit of the restriction.
26. Section 84(1) provides that the Tribunal, upon being satisfied that either of the grounds is made out, 'shall... have power' to, by order, wholly or partially to discharge or modify the restriction. As the Supreme Court explained in *Alexander Devine Children's Cancer Trust v Housing Solutions Ltd* [2020] UKSC 45 this involves a two-stage process. First, in what the Supreme Court called the 'jurisdictional stage', the Tribunal must be satisfied that one of the prescribed grounds is made out. If so, in the 'discretionary stage', the Tribunal must then decide whether and to what extent to exercise its power to discharge or modify.
27. The Tribunal may direct the payment of compensation to make up for any loss or disadvantage suffered by the person entitled to the benefit of the restriction, or to make up for any effect which the restriction had, when it was imposed, in reducing the consideration then received for the land affected by it.

The objections

28. As we have said above, Newcastle withdrew its objection shortly before the hearing. As Mr Denehan submitted, clause 2(2) of the 1958 conveyance required any plans to be approved by 'the vendors' (i.e. Newcastle), but not its successors in title. Since Newcastle has withdrawn its objection, we are satisfied that that clause 2(2) can be discharged. So, what follows is in respect of clause 2(1), which restricts the use of the land to a school.
29. The many objectors, who are listed in the appendix, are the owners or joint owners of 111 dwelling houses situate on nine streets, namely Eton Avenue, Repton Drive, Rossall Avenue, Rugby Close, Harrowby Drive, Winchester Drive, Sherbourne Drive, Roe Lane and Leys Drive. They have been represented by Dr Jurgen Orendi. Dr Orendi and his neighbours on Ash Way and Bluebell Drive originally objected to the application, but their objections were struck out by the Tribunal by an Order dated 31 October 2023, because their properties did not have the benefit of the restrictions – rather, they were on land which was originally burdened by it, although the covenant was later varied as outlined above.
30. As we have said, none of the objectors appeared at the hearing, and so what follows is collected from their written evidence, largely through Dr Orendi, and which has been untested in cross-examination. The objections raised against the application can be collected under three heads.
31. First, that the application land is suitable for, and should continue to be used as, an educational facility. The objectors say that:

- the 1958 Covenant protects a “public function of fundamental local importance, namely the provision of educational infrastructure” to serve the Estate and the wider borough.
- the importance of educational infrastructure will increase as a consequence of new housing developments.
- the “local residential landowners” and the wider community benefit from the intended provision of educational and “social infrastructure” which offer environmental, local access and safety benefits.
- the application land: (1) is suitable, both in terms of its type and extent, for school buildings, (2) is situated in a quiet residential environment, (3) contains environmental, ecological and educational assets (grassland, trees and hedgerows) which are habitats for birds, bats and “wildlife”, (4) is in close proximity to a development site for 550 new houses, (5) is immediately proximate to the playing fields, (6) incorporates “access and substantial parking infrastructure” which could be used for the benefit of the Seabridge Primary school and the Roe Lane playing fields.
- the structures on the Application Land are not redundant and have been used as a testing centre in 2020 during the pandemic.
- The Application Land can provide substantial parking infrastructure which can resolve inadequacies and potential dangers of the existing arrangements for access and parking to the Seabridge Primary School and Roe Lane Playing Fields.

32. Secondly, there are concerns about the proposed development, viz:

- there are access and safety issues in Roe Lane, Sherborne Drive and Harrowby Drive.
- there are flooding issues, and the provision of a drainage pond on the Application Land once developed will present a danger to vulnerable persons.

33. Thirdly, there are various allegations which the objectors say demonstrate that the applicant’s conduct has been unfair and ill-informed.

- the Applicant has refused to acknowledge the beneficial features of the Application Land as it stands and is proceeding with the development of the Application Land for financial gain.
- the Applicant transferred the tennis courts “in a secretive manner” to the Trust without engaging with those with the benefit of the 1958 Covenant or the wider public.
- the Applicant should have annexed all its Property Committee records to the Application so objectors could assess them in full.
- the leader of the Applicant gave assurances at the request of Simon Tagg, now leader of the Borough Council, which have not been complied with.
- in September 2019 the planning committee rejected the Applicant’s planning application as it presented “fundamental and unresolvable problems”.
- it is not uncommon for local education authorities to make poor decisions concerning educational infrastructure, and the structures on the Application Land are of sound construction.

- Mr Tagg received incorrect information from the Applicant concerning the Application Land.

Discussion: does the Tribunal have jurisdiction to discharge or modify the restrictions?

34. We now turn to the grounds under which the application is made, in order to determine whether there is jurisdiction to grant the application.

Ground (a)

35. Mr Denehan submitted that there have been material changes in the character of the property, or the neighbourhood, or other circumstances which the Tribunal deems material, have caused the restriction to become obsolete.
36. Staffordshire say in their statement of case that the application land was last used as a school in 1997, and it will never again be so used. Mr Causer's evidence was that the site has become unsuitable as a secondary school.
37. There was no challenge to that evidence, in the absence of any representative of the objectors to cross-examine the witnesses.
38. As for the character of the property – the application land - the initial use as a secondary school ceased 27 years ago, and the use as educational training facility from 1997 to 2017 was not a school within the statutory definition. And the buildings were demolished in 2023. Mr Denehan submitted that the property thus ceased to be used for the use permitted by the restriction, and there is no realistic prospect of its future use for that purpose.
39. As for changes to the character of the neighbourhood, Mr Denehan referred to Mr Causer's written evidence to the effect that when the restriction was entered into, much of the estate was farmland but residential development was in progress. The applicant, as the local education authority, bought the land to provide educational facilities for the growing residential development.
40. Mr Denehan submitted that there were other material circumstances that weighed in the applicant's favour. Since the site is surplus to educational requirements, there is no prospect of a school being built. With the restrictions in place, it would be an unacceptable waste of land with the benefit of planning permission for residential development to leave the land fallow. He submitted that the original purpose of the restriction can no longer be achieved, and ground (a) is made out.
41. In assessing this ground we start from the unchallenged evidence that the school is surplus to educational requirements, that the site is unsuitable for a school, and that as local education authority Staffordshire has no intention of using the site for a school again. The Tribunal accepts that evidence.
42. Curiously we have been given no explanation for this state of affairs. The land is an empty space in a residential area, we accept that there is at present no prospect of its being used as a school, but we do not know why. However, the evidence that it will not be used as a school has not been challenged in cross-examination. The only evidence to the contrary is Dr Orendi's evidence, which is given without expertise in matters of education and is

simply an assertion of his opinion that the land is suitable, that nearby playing fields could be used (without explanation as to how that land, currently leased to a sports club, could become available to the school), and that there is a need for a school. He is a witness of fact and his opinion evidence is inadmissible. He did not attend the hearing for cross-examination and his evidence of fact carries little weight.

43. Accordingly we find that ground (a) succeeds; the restriction is obsolete.

Ground (aa)

44. Mr Denehan submitted that the proposed use of the land is reasonable; the grant of planning permission is ‘strongly persuasive’ (*Re Hextall’s Application* (1998) 79 P&CR 382). Although planning permission was at first refused, this was against officers’ advice, and was overturned on appeal, the Inspector noting 1) the proposal would not adversely affect the character and appearance of the estate, and 2) that safe and satisfactory access could be provided.
45. As the Lands Tribunal (Stuart Daniel QC) said in *Re Bass’s Application* (1973) 26 P&CR 156, planning permissions can be very persuasive in considering whether a use is reasonable, and in this respect we are satisfied that the use of the land for residential development in a largely residential area is a reasonable one.
46. There is no dispute that the restrictions impede that use on the part of the site which is affected by the restriction. Does impeding the use secure to the objectors a practical benefit? Mr Denehan submits that for a benefit to be a practical one, it must be real and not theoretical or imaginary, and that a restriction will only ‘secure’ a benefit if that benefit results directly from the observance of its terms (*Stockport Metropolitan Borough Council v Alwiyah Developments* (1986) 52 P&CR).
47. It is sometimes the case, as here, that objectors raise grounds of objection that have little to do with the benefit that the restrictive covenants secure to them. In *Re O’Reilly’s Application* (1993) 66 P&CR 485, Mr O’Reilly had bought a plot of land from Rochester Council, subject to a restriction which prevented use other than as a car park. He wished to have the restriction discharged or modified to enable him to construct six dwellings. The Lands Tribunal (HHJ Marder, President) said this:

“I consider that in order to secure a practical benefit for the purposes of subsection 1(A) the restriction must itself in consequence of its wording and effect be capable of providing a benefit. It may well be a desirable objective of the local authority to make off-street parking available. I have no doubt that this was the intention of the local authority in imposing the restriction on sale. It is clear that the applicant has so far offered off-street parking to those who wish to use the application site, and that a diminishing number of residents in the locality have chosen to make use of the facility. It is equally clear that the applicant could cease to use the land for this purpose at any time and would not thereby be in breach of covenant. It follows, as was submitted, that such practical benefit as there may be in providing off-street parking is not a benefit which is secured by the restriction. I am satisfied, therefore, that in impeding the proposed user of the application site the restriction does not secure to persons entitled to the benefit of it any practical benefit.”

48. Similarly, in *James Hall and Company (Property Limited) v Maugham and Ors* [2017] UKUT 240 (LC), the objectors wanted to keep their local pub ‘The Aglet’ open for business, and not converted into a local convenience store. The Tribunal (P D McCrea FRICS) said this:

“It seems to me that the difficulty for the objectors is that they are, in effect, seeking to rely upon a negative covenant to achieve a positive result, in an attempt to keep ‘The Aclet’ trading...

...it would be quite open to [the brewery] to simply close ‘The Aclet’, which would not breach the restriction. It seems to me from the evidence that it is more likely than not that it will be forced to close in the foreseeable future. Accordingly, in my judgment, the restriction does not secure practical benefits to the objectors in the way that they would like.”

49. It seems to us that those elements of the objections which seek to continue the provision of education are, in the same way, misguided. The educational buildings on the site have been demolished, and there would be nothing to prevent Staffordshire from simply keeping the site vacant without breaching the restrictions. It must also be noted that the land shown blue on the plan above is unburdened by the restrictions so far as residential development is concerned. It would be open to Staffordshire, or any subsequent purchaser, to carry out residential development on that land, subject to planning, without breaching any restrictions in the 1958 conveyance.
50. Could it be said that if the land remains undeveloped at present it will be available for a school in later years if the need arises, and could benefit the objectors in that way? That would be pure speculation. The unchallenged evidence of the applicant is that the land is unsuitable for a school and will never be so used, and therefore it cannot be said that by remaining vacant the land secures any prospect for the objectors even of a future benefit.
51. We are conscious that the objectors are not legally represented, but we must reach the conclusion that of the objectors’ first set of objections are based on an incorrect understanding of the statute. Much as we understand the objectors’ desire for a school on the site, the retention of the restrictive covenant will not achieve this. Like the objectors in *James Hall and Company* they are trying to achieve a positive result through a negative covenant, and that cannot be done. If the covenant is not released it is likely that the land will remain vacant, because the local education authority has decided that it is not appropriate to build a school there. It is doubtless too late to challenge that decision by judicial review, but that is the only way it could be challenged. The objectors cannot achieve their primary objective by resisting the release of the covenant.
52. It follows from the above that the application would succeed under ground (aa).

Ground (c)

53. To succeed, the applicant must demonstrate that the proposed discharge or modification would not cause injury. The objectors consider that the development would lead to access, safety and flooding issues, but they have produced no expert evidence to this support these assertions and Dr Orendi’s opinion evidence on these points is, again, inadmissible.

54. In any event, the purpose of the covenant is not to protect the objectors from the access or other issues that they suggest. Were a new school to be built on the site there might still be access problems and other practical challenges, none of which are prevented by the covenant. And as we have said above, it cannot be said that the objectors would be injured by the loss of a potential site for a future school, should Staffordshire's intentions change, in light of the unchallenged evidence that the site will never be used as a school.
55. Accordingly the applicant succeeds on ground (c).
56. So under the jurisdictional stage, the applicant succeeds on grounds (a), (aa) and (c). We must now consider whether to exercise our discretion.

The exercise of discretion: should the application be granted?

57. The objectors allege mistakes or acts of bad faith by Staffordshire's officers or elected representatives. Again, these are simply assertion, for which there is little evidence; the only witness statement we have is from Dr Orendi, who did not attend the hearing and therefore could not be cross-examined, and therefore his evidence carries little weight. If the objectors wish to pursue allegations of maladministration they must look elsewhere.
58. There is therefore no evidence-based reason not to exercise the Tribunal's discretion in favour of Staffordshire.
59. Nor is there any purpose in modifying the covenants, so as to permit only the development for which there is now planning permission, rather than discharging them. It would be pointless to have to replicate the present proceedings in, say, 20 or 25 years' time in the event that new development and a new planning permission were needed. Again, the key to this application is that the objectors have not challenged Staffordshire's evidence that the land will never again be used as a school.

Conclusion

60. The application succeeds, and the restrictions in clause 2(1) and (2) of the 1958 conveyance are discharged.
61. This decision is final on all matters other than costs. The parties may now make submissions in writing on such costs, and a letter giving directions for the exchange of submissions accompanies this decision. The parties' attention is drawn to paragraphs 16.7 – 16.11 of the Lands Chamber's Practice Directions dated 2 January 2024, which can be found at: [Practice Directions: Upper Tribunal \(Lands Chamber\) - Courts and Tribunals Judiciary](#)

Upper Tribunal Judge Elizabeth Cooke

Peter D McCrea FRICS FCI Arb

14 June 2024

Right of appeal

Any party has a right of appeal to the Court of Appeal on any point of law arising from this decision. The right of appeal may be exercised only with permission. An application for permission to appeal to the Court of Appeal must be sent or delivered to the Tribunal so that it is received within 1 month after the date on which this decision is sent to the parties (unless an application for costs is made within 14 days of the decision being sent to the parties, in which case an application for permission to appeal must be made within 1 month of the date on which the Tribunal's decision on costs is sent to the parties). An application for permission to appeal must identify the decision of the Tribunal to which it relates, identify the alleged error or errors of law in the decision, and state the result the party making the application is seeking. If the Tribunal refuses permission to appeal a further application may then be made to the Court of Appeal for permission.

ANNEX

Objectors

Eton Avenue residents

Paul LYTHGOE
Joan LYTHGOE
Alexa LONG
Brenton FAIRBROTHER
Donna FAIRBROTHER
Paul MOSS
Esther MOSS
Mia HOLLAND
Mick HOLLAND
M. RAHULAN
R. DHARMANYAL

Repton Drive residents

R. M. DUNN
Mike TILL
M. BAYLEY
John WALTON
Marianne THOMSON
Kevin THOMSON
E. ROBINSON
Raphael HIRSCHI
Ramona HIRSCHI
Judy PETTITT
Trevor PETTIT
F. ROWLEY
I. EMMS
S. LLOYD
Garry GOODWIN
Sue REGAN
Sylvia OATES
Judy CARDER
Belinda MIFFLIN
Sheila DARBY

Rossall Avenue residents

J. LEES
M. P. HOLLINS
M. A. HOLLINS
Mr J. WATKIN
Mrs M. COOPER
D. E. ELLIS
C. C. COOPER
S. DENTON
D. EATON

Rugby Close Residents

T. GAW
P. BRUNDRETT
T. PROBERT
P. CARTWRIGHT
G. NICHOLSON
M. BOOTHERSTONE
J. KINGSTON
Helen FOLLWELL
Tom FOLLWELL
Philippa BAILEY
Chris BAILEY
Chris HATCH
Verity HATCH
P. SCHOLFIELD
Lisa SCHOLFIELD
Helen FOLLWELL

Harrowby Drive Residents

Koon WO LO
P. M. WEBB
Val EDWARDS
T. DEACON
Srinivash SUDHARSON
David ROBERTSON
Nina ROBERSTON
Lorna HODGSON
A. JOHNSON
S. JOHNSON
C. COPELAND
S. MELLOR
P. MELLOR
P. HART
A. SHERRATT
G. SMITH
A. SHERRATT
Brian MOODY

Winchester Drive residents

L. COPELAND

Sherborne Drive residents

Kevin BLOOR
Joan WOODS
Margaret BARKER
Sheila YATES
David Alan EDWARDS
Brian EGAN
Susan EGAN

Rosamund EVANS
Julie BRIDGETT
Carl DUTTON
Sue PRESTON
Andrew PRESTON
Peter CHALLINOR
Polina CHALLINOR
Nasreen AKTHAR
Akab MIR
Sahrish MIR
Donnish MIR
Audrey GUNSTON
Karen BLOOR
Jon BLOOR
Chris DURHAM
S. PLANT
S. PRENTICE
D. PRENTICE

Roe Lane residents

P.G. BEVAN
L.A. PRIKAZCHIKOVA
R. JONES
C. GOLDSTRAW
G. BLACKHURST
L. THORLEY
S. MITCHELL
Marilyn GREAVES
M. MELLING
J. S. VYSE
Michael SIDDALL
Keith BARBER
Christine BARBER
Isobel PLANT
John Nevil PLANT
Mike WOOD
L. WOOD
Megan MANDLEY
S. SHAMSI
C. COOPER
M. BOSSON
S. BILLINGS
J. BILLINGS
James HALLIDAY
P.B. TITTENSOR
W. CRAVEN
Gareth PEAKE
E. BARKER
P. M. TINDALL
Keith SHENTON
Beverley SHENTON
Margaret GRIEVESON
Gail HARRISON
Robert HARRISON

Philip BAILEY
Kirsty TOWNSEND
Adam TOWNSEND
Kevin MITCHELL
Jack MITCHELL

Harrowby Court residents

Anne LAKIN
Jonathan MYCHALKIW

Leys Drive Residents

P.T. CLAYTON
J. CLAYTON
G.A. WILLIAMS
J.M. WILLIAMS
A. WESTBROOK
R. WESTBROOK
A. PICKARD
L. MORSE