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Case No: LC-2025-289

IN THE UPPER TRIBUNAL (LANDS CHAMBER)
IN THE MATTER OF A NOTICE OF REFERENCE

Royal Courts of Justice, Strand, London, WC2A 2LL

4 March 2026

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

LAND REGISTRATION – TITLE TO LAND – consideration of the nature of the estate which vested in the acquiring authority on the vesting date, as a preliminary to assessing its value – registered leasehold estate – concurrent lease granted after an underlease - whether a notice is required to protect the priority of the underlease on the register of title to the concurrent lease – meaning of "the register" in the Land Registration Act 1925

BETWEEN:

K & K PROPERTY INVESTMENTS LIMITED

Claimant

-and-

SOUTHWARK LONDON BOROUGH COUNCIL

Acquiring Authority

78 Rye Lane,
Peckham,
London, SE15 4RY

Upper Tribunal Judge Elizabeth Cooke and Mr M Higgin FRICS FIRRV
18-19 February 2026

Mr Clive Moys for the claimant, instructed by Hunters Law LLP
Mr Matt Hutchings KC for the acquiring authority

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The following case was referred to in this decision:

Ferrishurst Ltd v Wallcite Ltd [1999] Ch 355

Introduction

1. This is the Tribunal's decision about a preliminary issue in a reference under section 5 of the Land Compensation Act 1961; K&K Property Investments Limited seeks compensation for the value of its long leasehold interest in 78 Rye Lane, Peckham, London SE15, following compulsory acquisition by Southwark London Borough Council. The parties have agreed that the preliminary issue should be determined before the claim for compensation can proceed; essentially, the acquiring authority says that there is a defect in the claimant's title which means either that it does not have a compensatable estate or that the value of that estate is affected by the defect, and the Tribunal is asked to decide whether that is correct.

2. The claimant was represented by Mr Clive Moys and the acquiring authority by Mr Matt Hutchings KC; we are grateful to them both.

Background

3. The claimant's long leasehold interest in 78 Rye Lane was acquired pursuant to The London Borough of Southwark (Land Surrounding Peckham Rye Station, Rye Lane and Blenheim Grove, Peckham) Compulsory Purchase Order 2016 on 4 April 2016; it vested in the acquiring authority on 22 June 2020. We refer to the physical property demised by the claimant's lease as "78 Rye Lane"; this is a case where it is important to be precise in referring either to the land in question or to a particular estate in it (where "estate", in this context, means a freehold or leasehold title to land).

4. There were several registered and unregistered estates in 78 Rye Lane at the vesting date:

    a. Network Rail held the unregistered freehold title to 78 Rye Lane and other land.

    b. Ropehold Limited was the registered proprietor of a lease of 78 Rye Lane and other land, granted on 27 August 1982 for a term of 125 years from that date ("the Headlease").

    c. The claimant was the registered proprietor an underlease of 78 Rye Lane dated 28 June 1985 for a term of 125 days less 3 days from 27 August 1982 ("the Underlease").

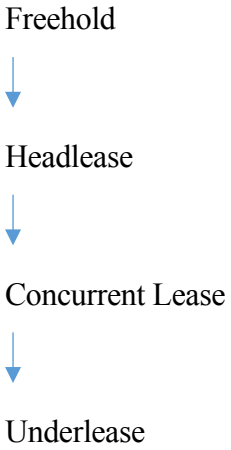
    d. Ropehold Limited was the registered proprietor of a lease of 78 Rye Lane and other land dated 21 October

    e. 1985 for a term of 125 days less 1 day from 27 August 1982 ("the Concurrent Lease"). Ropehold Limited acquired the Concurrent Lease by an assignment dated 5 December 1990 which was registered on 25 March 1992. Ropehold Limited has been dissolved; it was removed from the register of companies in 2000. We are told that the acquiring authority believes that in 1993 the G & O Group purchased the Head Lease and the Concurrent Lease from Ropehold Limited; but those transfers were not completed by registration prior to the Vesting Date.

5. Those are the leasehold titles in order of their creation; it will be seen that the last of the three was a concurrent lease, because it was a lease of property already demised by the Underlease, for a term two days longer than the Underlease. The effect of that grant was

that the Concurrent Lease took effect not in possession, but in reversion to the Underlease; the concurrent lessee's right to possession would not arise until the Underlease came to an end, two days before the end of the Concurrent Lease. Until the coming into force of the Landlord and Tenant (Covenants) Act 1995 the grant of a concurrent lease acted as an assignment of the reversion to the prior lease, so that when the Concurrent Lease was granted the concurrent lessee became the landlord to the Underlease (*Megarry and Wade's Law of Real Property* 10th edition 16-134).

6. A diagram of the ownership structure could look like this:



7. We are not concerned here with the reasons why these arrangements were made, nor with the fact that the same company came to be the lessee of both the Headlease and the Concurrent Lease. It is not in dispute that the claimant has granted short occupational leases out of the Underlease.

8. As we understand it, following the acquisition of the Underlease by the acquiring authority there were some discussions between the parties about compensation. Pursuant to rule (2) of section 5 of the Land Compensation Act 1961 the claimant is entitled to the value of its interest in 78 Rye Lane which shall be taken to be the amount which its long leasehold interest in that land, if sold in the open market by a willing seller, might have been expected to realise on the valuation date. Negotiations stalled, and the claimant issued this reference. Its final determination has been delayed pending the determination of the preliminary issue, which arises as follows.

9. On 25 March 1992, the date of the registration of Ropehold Limited as proprietor of the Concurrent Lease, the Underlease was not noted against the title to the Concurrent Lease (for reasons to be explained below). The acquiring authority says that Ropehold Limited therefore took free of the Underlease and had, at the vesting date, a better right to possession of 78 Rye Lane (and therefore, potentially, to compensation) than did the claimant.

10. The Tribunal held a case management hearing in September 2025 and gave directions for a hearing to determine the preliminary issue. It is, essentially (and leaving aside extensive sub-issues set out by the parties), the following question: what was the effect upon the claimant's title of the fact that the Underlease was not noted against the register of title to the Concurrent Lease on 25 March 1992? Did it have the consequence that at the vesting date the claimant was liable to be dispossessed by the proprietor of the Concurrent Lease and therefore either did not have a compensatable interest, or had one

whose value was reduced by the threat of dispossession? Or did it have no effect upon the legal relationship between the Concurrent Lease and the Underlease, so that the concurrent lessee remained the immediate landlord to the Underlease?

The preliminary issue explored

11. Because Ropehold Limited was registered as proprietor of the Concurrent Lease in 1992, the relevant statutory provisions are those of the Land Registration Act 1925 rather than of the Land Registration Act 2002.

12. The word "register" is used by lawyers in two different senses in this context. It refers first to the register maintained by the registrar, since the introduction of registration of title in 1852 and as provided for by section 1 of the Land Registration 1925:

> "(1) The Chief Land Registrar shall continue to keep a register of title to freehold land and leasehold land.
> (2) The register need not be kept in documentary form."

13. Second, the word refers to the individual register maintained in respect of a single registered estate in land. The distinction between the two senses is easiest to see in the current rules, the Land Registration Rules 2003:

> "(1) The register of title may be kept in electronic or paper form, or partly in one form and partly in the other.
> (2) Subject to rule 3, the register of title must include an individual register for each registered estate which is–
> (a) an estate in land, or
> (b) a rentcharge, franchise, manor or profit a prendre in gross,
> vested in a proprietor."

14. Neither the Land Registration Act 1925 nor the Land Registration Act 2002 uses the expression "individual register". Lawyers speaking and writing about "the register", or "the register of title", may mean the register as a whole or the individual register to a specific title. Bearing that distinction in mind we can go on to explore the preliminary issue.

15. The parties have obtained historical copies of the register of title (that is, the individual register) to the Concurrent Lease. It is not in dispute that on 24 March 1992, the last day before the registration of Ropehold Limited as proprietor, the Schedule of Leases in the Charges Register of the title included a note of the Underlease (albeit under its original title number). The historical copy of the register for the following day shows the title as "last updated on 25 March 1992 at 00:00:00", with Ropehold Limited as registered proprietor; there is no note of the Underlease on the title on that date although a number of other leases of properties on Rye Lane and Station Way are noted. It is common ground that the Underlease has not been noted against the title to the Concurrent Lease since that date.

16. The claimant's solicitors have asked HM Land Registry how the notice of the Underlease came to disappear from the title to the Concurrent Lease; the following paragraphs set out the explanation given in response by an Assistant Land Registrar.

HM Land Registry's explanation

17. The Underlease was registered with title absolute after it was granted in 1985 under title number SGL435109, and noted against the registered titles to the Headlease and, later, to the Concurrent Lease (the freehold, it will be recalled, was unregistered).

18. In 1987 the Underlease was assigned and, for reasons unknown, given a new title number SGL496914. No amendment was made to the Schedules of Leases to the titles of the Headlease and the Concurrent Lease, so the note of the Underlease remained there but under the wrong title number.

19. After the Concurrent Lease was assigned in 1990 an application for registration of the transfer was made. It was registered on 25 March 1992, and it seems that the Concurrent Lease too was given a new title number, TGL71547. But the caseworker at HM Land Registry did not carry forward the notice of the Underlease to the new title to the Concurrent Lease, because the old title number for the Underlease SGL435109 had been closed. It was not appreciated that the Underlease itself remained registered, under a different number.

20. The Assistant Registrar closed her letter by saying that she could not now note the Underlease against the title to the Concurrent Lease because the title to the Underlease has been closed, having been "surrendered by merger" after the compulsory acquisition, so that there is now nothing to be noted.

The parties' arguments

21. Mr Hutchings KC argued that when it became the registered proprietor of the Concurrent Lease in 1992 Ropehold Limited took free of the Underlease because the Underlease was, on the date the assignment to Ropehold was registered, not noted against the title to the Concurrent Lease. It therefore had a better right to possession of 78 Rye Lane than had the claimant, as has its successor in title G & O Group (albeit as yet unregistered). That argument rests on the provisions of section 23(1) of the 1925 Act which provides, so far as relevant:

> "(1) In the case of a leasehold estate registered with an absolute title, a disposition (including a subdemise thereof) for valuable consideration shall, when registered, be deemed to vest in the transferee or under-lessee the estate transferred or created to the extent of the registered estate, or for the term created by the subdemise, as the case may require, with all implied or expressed rights, privileges, and appurtenances attached to the estate transferred or created, including (subject to any entry to the contrary on the register) the appropriate rights and interests which would under the Law of Property Act 1925, have been transferred if the land had not been registered, but subject as follows:—
>
> > (a) To all implied and express covenants, obligations, and liabilities incident to the estate transferred or created; and
> > (b) To the incumbrances and other entries (if any) appearing on the register …; and
> > (c) Unless the contrary is expressed on the register, to the over-riding interests, if any, affecting the estate transferred or created,
>
> but free from all other estates and interests whatsoever, including estates and interests of His Majesty; and the transfer or subdemise shall operate in like manner

as if the registered transferor or sublessor were (subject to any entry to the contrary on the register) absolutely entitled to the registered lease for his own benefit."

22. The Concurrent Lease was registered with title absolute. Mr Hutchings KC went through section 23(1) which he said – and we agree – provides a complete statement of the effect of a disposition of such a registered lease, and in particular of the estates and interests to which the disponee becomes subject. Section 23(1)(a) refers to the obligations etc in the lease itself; section 23(1)(b), said Mr Hutchings KC, refers to the entries on the individual register of title to the Concurrent Lease, on which on the date of registration of the assignment to Ropehold Limited and thereafter, the Underlease did not appear. Section 23(1)(c) refers to overriding interests, as set out in section 70(1) of the 1925 Act.

23. Mr Hutchings KC reads "the register" in section 23(1)(b) of the 1925 Act as meaning the individual register to the title concerned (in this case, the Concurrent Lease) rather than the register as a whole. He explained that an individual register is a "mirror of title" which presents a complete picture of the registered proprietor's title; other registered estates in the land cannot bind that proprietor unless they are noted on the individual register. The alternative, he suggested, was to say that the registered proprietor of the Concurrent Lease is bound by all the registered estates and interest on the whole register in England and Wales, which he said would be absurd.

24. In support of his construction Mr Hutchings KC referred to the decision of the Court of Appeal in *Ferrishurst Ltd v Wallcite Ltd* [1999] Ch 355 where Robert Walker LJ said at p363 F-H:

> "It must be noted that one parcel of land may be the subject of more than one registered title. A whole street of houses may be registered under a single freehold title with a single title number. Every house in that street may be let for a term of 99 years, with each lease being registered as a separate leasehold title with its own title number, as well as being noted on the freehold title. Underleases of subdivided parts of houses may also be the subject of substantive registration if the underleases were granted for more than 21 years. In every case a transferee, or the grantee of a new leasehold or other interest, will be concerned to see whether there is any person in actual occupation of the land comprised in the transfer, lease or other disposition in his favour. Thus the references in sections 20(1), 23(1) and 70(1) to entries on the register must be understood as referring to the entries relating to the title to the particular estate comprised in a registered disposition, or out of which a registered disposition takes effect."

25. Mr Hutchings KC acknowledged that *Ferrishurst* was a decision about the effect of section 70(1)(g) of the 1925 Act, and that his lordship's observation about references to "the register" in section 23(1) was *obiter* (and therefore we are not bound to follow it). But he said the Court of Appeal's view was correct and consistent with the position argued by the acquiring authority.

26. In pursuit of that argument Mr Hutchings KC agreed with Mr Moys that a registered estate can be an overriding interest; "the register" in section 3(xvi) refers only to the relevant individual register, although the acquiring authority's position was that a matter of fact in this case it was not.

27. Mr Hutchings KC also relied on section 52 of the 1925 Act, which provides:

> "(1) A disposition by the proprietor shall take effect subject to all estates, rights, and claims which are protected by way of notice on the register at the date of the registration or entry of notice of the disposition, but only if and so far as such estates, rights, and claims may be valid and are not (independently of this Act) overridden by the disposition."

28. He pointed out that section 52(1) contemplates "estates" being protected by notice, in support of his argument that a registered estate requires such protection.

29. The claimant's position throughout the reference has been that it had on the 22 June 2020 vesting dates a registered leasehold estate and that therefore its position and its entitlement to possession of the land and to compensation cannot be overridden by the Concurrent Lease; the absence of a note of the Underlease in the Schedule of Leases to the individual register of the Concurrent Lease is immaterial.

30. Mr Moys also argued that in any event the claimant's registered estate was an overriding interest and bound Ropehold Limited pursuant to section 23(1)(c).

31. Overriding interests are defined in section 3(xvi) of the 1925 Act as:

> "all the incumbrances, interests, rights, and powers not entered on the register but subject to which registered dispositions are by this Act to take effect, and in regard to land registered at the commencement of this Act include the matters which are by any enactment repealed by this Act declared not to be incumbrances;"

32. They are set out specifically in section 70(1) of the Act. The list is a long one and includes:

> "(g) The rights of every person in actual occupation of the land or in receipt of the rents and profits thereof, save where enquiry is made of such person and the rights are not disclosed;
> …
> (k) Leases granted for a term not exceeding twenty-one years;"

33. Mr Moys argued that the claimant (and its predecessors in title) had an overriding interest as against the Concurrent Lessee by virtue of having been in receipt of the rent from its sub-lessees from 5 December 1990. The claimant filed witness statements in support of that contention. The witnesses attended the hearing of the preliminary issue but were not called because their evidence was not disputed; but nevertheless the acquiring authority's position was that the Underlease could not be an overriding interest under section 70(1)(g) because there was insufficient evidence of receipt of rent at the critical point in time, 5 December 1990.

34. At the hearing Mr Moys made a further argument which rested on section 48 of the Land Registration Act 1925, which provides so far as relevant:

> "(1) Any lessee or other person entitled to or interested in a lease of registered land, where the term granted is not an overriding interest, may apply to the registrar to register notice of such lease in the prescribed manner, and when so registered,

every proprietor and the persons deriving title under him shall be deemed to be affected with notice of such lease, as being an incumbrance on the registered land in respect of which the notice is entered

35. Ropehold Limited, said Mr Moys, derived its title from its predecessor; it therefore had notice of and was bound by the notice of the Underlease which was on the title to the Concurrent Lease up to an including 24 March 1992, even though that notice no longer appeared on the individual register to the Concurrent Lease after that date, on the date of registration of the assignment to Ropehold Limited and thereafter.

Discussion

36. To dispose briefly of the last point first, we are unable to accept Mr Moys' argument. Section 23(1)(b) is indeed an exhaustive list of the interests that bind the assignee of a lease under a registered disposition; the assignee is not bound by notice of matters that appeared on the register prior to the registration of the assignment. Section 48 is consistent with that because the assignee of a lease does not derive title "under" that lease; section 48 is therefore of no assistance to the claimant. If this dispute were about a minor interest (to use the terminology of the 1925 Act, see section 101) that is postponed to a registered disposition unless it is protected by a notice, then this argument could not succeed.

37. But this dispute is about a registered estate. We do not accept that its priority needs to be protected by a notice on the individual register of another estate, nor that it can be an overriding interest; its status as a registered estate means does not need either form of protection.

38. We start from section 23 of the 1925 Act and the construction for which Mr Hutchings KC argued – namely that the words "appearing on the register" in section 23(1)(b) as meaning the individual register for the particular estate in question, rather than the register as a whole. We have to disagree with Mr Hutchings KC, for a number of reasons.

39. First, the 1925 Act refers to "the register" as a single entity. We set out section 1 at paragraph 21 above. Section 2 continues:

> "(1) After the commencement of this Act, estates capable of subsisting as legal estates shall be the only interests in land in respect of which a proprietor can be registered and all other interests in registered land (except overriding interests and interests entered on **the register** at or before such commencement) shall take effect in equity as minor interests, but all interests (except undivided shares in land) entered on **the register** at such commencement which are not legal estates shall be capable of being dealt with under this Act:
>
> Provided that, on the occasion of the first dealing with any such interest, **the register** shall be rectified in such manner as may be provided by rules made to secure that the entries therein shall be similar to those which would have been made if the title to the land had been registered after the commencement of this Act."
>
> .

40. The emphasis is ours. The next references to "the register" are in section 3, in the definition of minor interests in section 3(xv) and of overriding interests in section 3(xvi). There is no possibility of construing these references as meaning only the relevant individual register in a given context, because the Act has not mentioned individual registers. Moreover it never does. It refers throughout to "the register". The only instance of the words "a register" is in section 1(1), set out above, and again the reference is to the whole register. Accordingly an overriding interest is one that is not entered on the register, i.e. the register as a whole.

41. Again, by the time we get to section 23(1)(b) there has been no reference to individual registers and therefore there is no way that the sub-section can be understood to bear the restricted meaning for which Mr Hutchings KC argues. If that was what the sub-section meant it would have had to introduce the concept of individual registers and say what they were, and explain that in this instance (by contrast with section 1) what is meant is the individual register. But the draftsman did not provide that explanation because the individual register does not feature in the statute; the individual register is a creature of land registration rules.

42. Our second reason for disagreement with Mr Hutchings KC is that his construction would drive a wedge between registered and unregistered land. That in itself is not a problem; there are many ways in which registered title is very different from unregistered. But it would amount to a major difference, existing since 1925, unnoticed to date in any judgment or commentary, which we find implausible. If all the titles in the present case were unregistered, there would be no possibility at all of the Concurrent Lease taking free of the Underlease. The Underlease as a legal estate would bind all the world. For that reason it could not be registered under the Land Charges Act 1972. It would be curious indeed if the legal estate once registered became so much weaker that it required protection by notice on the register against another registered estate in the same land.

43. The so-called mirror principle does not assist the acquiring authority. The "mirror of title" idea has a long history in land registration scholarship. The individual register of title to a registered estate is indeed supposed to be a mirror of title to that estate (albeit rather a flawed one in light of the existence of overriding interests); but it is not supposed to be a mirror of title to all the estates registered in a particular physical plot of land.

44. As to *Ferrishurst*, the Court of Appeal was there concerned with the question whether actual occupation of part only of the land comprised in a registered title meant that the occupier's interest was an overriding interest in relation to the whole of that title. It decided that it did; the equivalent provision in the 2002 Act in effect reverses that decision, but of course it remains authoritative as to the construction of the 1925 Act. The point at issue and the decision in *Ferrishurst* were not in any sense concerned with the construction of section 23 and Mr Hutchings KC acknowledges that the words he relies on are *obiter*.

45. Those words appear early in the decision. The point being made was that several individual registered titles may be created out of a larger one, perhaps one comprising a whole street of houses. What the purchaser of a house is concerned with is the house he or she is buying: the purchaser needs to know "whether there is any person in actual occupation of the land comprised in the transfer, lease or other disposition in his favour", rather than in actual occupation of another house in the street which may be part of a

superior title but not part of the title he is buying. And it is the register of title to the land he or she is buying that the purchaser needs to check: "Thus the references in sections 20(1), 23(1) and 70(1) to entries on the register must be understood as referring to the entries relating to the title to the particular estate comprised in a registered disposition." The point is that a purchaser looks at the title to the land to be bought, not at the title to a wider area comprised in a superior title. We cannot disagree with that; but the unusual situation where a purchaser is buying a concurrent lease, which is subject to a registered sub-lease that is not noted against the title to the lease, was not in the Court of Appeal's contemplation. No argument was addressed to their lordships about that situation, so far as one can tell from the arguments recorded in the Chancery Report.

46. We do not think that Robert Walker LJ can possibly have intended to say that a registered leasehold estate must be noted on a superior title in order to prevent an assignee of the landlord (or of a superior lease) from taking free of it. He did not have that situation in mind, and it was not relevant to the situation before the court. We do not see anything in his lordship's *obiter dicta* to dissuade us from our construction of the term "the register" in section 23(1)(b).

47. The point made by Robert Walker LJ is, however, an answer to Mr Hutchings KC's assertion that it would be ridiculous to say that a purchaser is bound by everything on the whole register. It is true, but trivially true, to say that the purchaser is so bound. The registered freehold title to the house next door entitles that freeholder, if in possession, to sue the purchaser in trespass if he ventures next door uninvited. But that is not the point of the provision. The whole register is good against all the world; what matters to the purchaser is the land he or she is buying, the registered title or titles to be purchased, and other registered estates in the land to be purchased and relevant to the title to be purchased. An underlease will normally be noted on a leasehold title, but in the very unusual case where it is not so noted it is nevertheless "on the register" and has effect against the purchaser.

48. Nor does section 52(1) of the 1925 Act support Mr Hutchings KC's argument; it does indeed mention the protection of estates by notice, but the term is apt to include easements, for example, which cannot be registered with their own title number and an individual register. Section 1 of the Law of Property Act 1925, and in particular section 1(3), shows how the words "estate" and "interest" were not always rigorously distinguished in the 1925 legislation:

> "(4) The estates, interests, and charges which under this section are authorised to subsist or to be conveyed or created at law are (when subsisting or conveyed or created at law) in this Act referred to as *"legal estates,"* and have the same incidents as legal estates subsisting at the commencement of this Act; and the owner of a legal estate is referred to as *"an estate owner"* and his legal estate is referred to as his estate."

49. We acknowledge, of course, that registered leasehold estates as well as being substantively registered with their own title are also noted on the register of the superior title – hence the note of the Underlease on the title to the Concurrent Lease up until 24 March 1992. The registration of a lease consists of the creation of an individual register and the entry of a notice on the landlord's title. That is not to protect its priority, which is already ensured by the registration of the estate; the lease is noted for information –

in just the same way as a counterpart lease would be kept with the deeds of the freehold in unregistered land.

50. Accordingly in our judgment the acquiring authority's argument fails at the first fence; Ropehold Limited did not take the Concurrent Lease in 1992 free of the Underlease. The terms of section 23(1)(b) mean that it took subject to the Underlease. It had, and its successors in title had, no right to possession of 78 Rye Lane until the Underlease came to an end while their own lease was still in existence. There is no basis on which the value of the claimant's compensatable interest could be reduced by the possibility of a challenge to its right to occupation.

Mistakes on the register

51. The failure to note the Underlease in the Charges Register for the Concurrent Lease was a mistake on the register, as HM Land Registry's explanation of the situation makes clear. If we were wrong in our view that that mistake made no difference to the position of the Underlease, then it was a mistake that could have been corrected. Section 82 and following of the 1925 Act made provision for "rectification", and once the 2002 Act was in force the register could have been altered under the provisions of Schedule 6. The only reason why it cannot now be corrected is that the registered title to the Underlease has been closed following the compulsory purchase (see paragraph 20 above). If the hypothetical purchaser of the Underlease on the Vesting Date really did fear a challenge to the claimant's right to possession of the property, despite its having been undisturbed for nearly 30 years and despite there being no current registered proprietor to the Concurrent Lease, an application could have been made for the register to be altered to correct the mistake.

52. Accordingly even if the mistake in 1992 had put at risk the claimant's right to possession of the property, any effect on its value would be negligible in light of the fact that the mistake could have been corrected.

Conclusion

53. The preliminary issue raised by the acquiring authority had no consequences for the validity of the claimant's title to or its right to possession of 78 Rye Lane, nor for the value of its interest. The parties are directed within 14 days to file agreed directions for the determination of the reference.

Judge Elizabeth Cooke Mr Mark Higgin FRICS FIRRV

4 March 2026

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.