



[2017] UKFTT 0475 (PC)

**PROPERTY CHAMBER
FIRST-TIER TRIBUNAL
LAND REGISTRATION DIVISION**

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

LAND REGISTRATION ACT 2002

REF No 2016/0600

BETWEEN

PAULINE CRETEN

Applicant

and

ANTHONY PLEDGER

Respondent

Property Address: 90 Muriel Street London N1

Title number: NGL 626496

Before: Judge McAllister

Alfred Place, London

11 April 2017

Representation: The Applicant was represented by Asela Wijeyaratne of Counsel instructed by Martin Shepherd Solicitors LLP; the Respondent was represented by Archie Maddan of Counsel.

DECISION

Introduction

1. The Applicant ('Pauline') and the Respondent ('Anthony') are brother and sister. Between 25 January 2008 and 6 June 2013 they were the registered proprietors of 90 Muriel Street, London N1 ('the Property'). The Property is a two bedroomed maisonette in a Peabody Estate, and is now worth in the region of £500,000.

2. The leasehold interest in the Property was purchased by Herbert ('Bert') and Irene ('Irene') Pledger (Pauline and Anthony's parents) in August 1988 from the London Borough of Islington under the Right to Buy scheme. Bert died in October 2008. Irene continued living at the Property until her death on 11 February 2015. Irene lived at the Property with her granddaughter, Lucy (Anthony's daughter) who lived with her since the age of 16.
3. By a transfer dated 4 June 2013 ('the Transfer') the Property was transferred from Pauline and Anthony to Anthony and Irene. The Transfer provided that the Property was to be held by them as joint tenants. On the death of Irene, the property passed by survivorship to Anthony. On 16 March 2016 Pauline applied to Land Registry to alter the title of the Property pursuant to paragraph 5 of Schedule 4 to the Land Registration Act 2002 to register herself as joint proprietor with Anthony.
4. Pauline's grounds for doing so are two fold. First, it is said that the Transfer was not executed or delivered as a deed by her. Second, and in any event, Anthony's signature was not witnessed, and therefore fails for want of attestation. Anthony accepts that his signature was not witnessed, and that the signature of Jean Cole, purporting to be that of the witness to his signature, is a forgery. As will appear further below, it is not alleged nor is it the case that he forged this signature. It is very likely that Irene did so.
5. The alteration amounts to rectification within the meaning of paragraph 1 of Schedule 4, in that it involves the correction of a mistake, and prejudicially affects Anthony's title. It is common ground that Anthony is in possession of the Property (within the meaning of section 131 of the Act). Accordingly no alteration can be made without his consent unless he:
 - (a) by fraud or lack of proper care caused or substantially contributed to the mistake, or
 - (b) it would for any other reason be unjust for the alteration not to be made. (paragraph 6(2) of Schedule 4).
6. For the reasons set out below I will order the Chief Land Registrar to alter the register so that the title to the Property is put back into the joint names of Pauline and Anthony. The Transfer was executed by mistake, and, on the facts, I find that Anthony, by lack of

proper care, substantially contributed to the mistake. In any event, in all the circumstances of the case, I find that it would be unjust for the alteration not to be made.

Background and evidence

7. Pauline was born in September 1948 and married David Cretten in 1971. Since about 1980 she and her husband have lived in Waltham Abbey. Her evidence is that she had a close relationship with her mother Irene, whom she visited and spoke to frequently, particularly in the last 3 years of her life, when Irene was suffering from ill health. Pauline's grandmother lived at number 75 Muriel Street with her brother Anthony. As I have mentioned, her niece, Lucy, lived with her mother and father at the Property, and continued to live there after the death of first her father, then her mother.
8. It is common ground that the reason for transferring the Property from their parents' name to Anthony and Pauline appears to have been to ensure that, if care home fees had to be paid, the Property would not be used for this purpose. At the time of the transfer Irene believed she would die first, and there was a concern about Bert, who was suffering from Alzheimer's disease. In the event Bert died shortly after the Transfer was executed. In evidence Pauline accepted that, in her mind, the Property continued to belong to her mother. She stated that she offered to pay the bills, but this was refused. Her mother's mental faculties were excellent up to the time of her death.
9. The firm of solicitors who acted for Irene, Pauline and Anthony in relation to the Transfer, was N.C. Morris and Co. The solicitors' file is scant. It shows that letters were sent by the solicitor acting to both Anthony and Pauline, but at the Property. There is no evidence on the file that Pauline signed the client care letter, and the ledger of correspondence indicates that it was not returned. There is no evidence that any attempt was made to either check the identity of Anthony and Pauline or take instructions directly from them. As Pauline was transferring her interest, this is, at the very least, surprising.
10. The solicitor dealing with the matter has written to the effect that his recollection is that the TR1 arrived in an envelope without a covering note and he believed the document

had been sent to him by Irene. It is also clear that the TR1 was sent by the solicitor to Irene with a request that she arrange for her son and daughter to sign it and have it witnessed. The draft transfer was sent on same day as the client care letter. The solicitors' fee note was also sent to Irene. What is also missing from the file is any correspondence from Irene or any note as to her original instructions (other than a letter enclosing a cheque for £120 in respect of the drawing up of her Will, and an earlier letter dealing with a service charge bill to Pauline and Anthony, and a cheque for £509.00 made out to the solicitors on 18 April 2013). Irene paid the solicitors fees in connection with the Transfer on 25 July 2013.

11. It is clear from the solicitors file that Irene was anxious that Anthony should be left the Property. The solicitor explained in various letters and phone calls in the summer of 2003 that there was no need to do this, as Anthony would become the sole owner of the Property by survivorship unless he died before her. In a letter dated 25 July 2003 the position is explained as follows: *'You and your son now own the Property as joint tenants which means that, in the event that one of you dies, the other becomes the sole proprietor. In the event that your son is the sole proprietor there would be no obligation on him to sell the Property or share ownership with your daughter or any other children you may have'*. Irene's Will is dated 13 November 2013. This leaves everything to Anthony and Pauline equally.
12. Pauline's evidence is that she was not aware of her mother's wishes, and knew nothing of the Will or the correspondence between her mother and the solicitors. A week or so before her mother went to hospital for the last time there was a conversation between the siblings and their mother, during which their mother (on Pauline's evidence) asked them not to 'chuck Lucy out of the flat'. So far as Pauline is concerned, she made the promise and intended to keep it for as long as it was practical to do so. After her grandmother's death she moved back with her father. An alternative proposal would have been to allow Lucy to live with David Cretten's aunt (although she had died in June 2015).
13. The circumstances in which the Transfer was executed by Pauline, on her evidence, are as follows. Her mother rang her, probably in May 2012, to say that she had a form she wanted her to sign. She was told that her mother's solicitor needed a copy of her signature and that the form needed to be witnessed by someone who was not a family

member. She was clear that she only received the second page of the TRI; that Anthony's signature did not appear on the form; and that she did not read the printed text to the side of the 'execution' box (which refers to the transferors executing the deed). She accepted that she had been naïve. The signature was witnessed by her neighbour, David Furniss. Pauline had the title deeds to the Property. At her mother's request she returned them to her, but thought nothing of it.

14. If Pauline had realised what she was signing, she would have taken legal advice and discussed the matter with her mother. She could not see any reason why her mother should want the Property back in her name. Pauline would never have agreed, she said, to allow her brother to have the Property, and thereby disinherit her children and grandchildren.. She was not contacted by Nicholas Morris & Co, and in particular was not asked for any proof of identity.

15. Following their mother's death in February 2015, Anthony was evasive about the Property and what was to be done with it. Matters were delayed because it was necessary to have an inquest into Irene's death, which took place in September 2015. There is an inconsistency in Pauline's written evidence as to the circumstances in which she discovered that the Property had been transferred into her brother's and mother's name, but in oral evidence she was clear that she began asking Anthony for the paper work to do with the Property and in due course obtained Office Copy Entries on 28 September 2015. She was shocked and dismayed to see that the Property was no longer in her name. She and her husband visited Anthony on 4 October 2015. He greeted her by saying 'I have been dreading this day'. He also said that as their mother had died the Property was now solely his. He had also told his mother to tell Pauline what had happened, but believed that she had not.

16. Pauline's case is therefore simply that she signed the second page of the TRI without understanding what it was; that she knew nothing of her mother's plans to leave the Property (by the means adopted or at all) to her brother and that she could not see any reason why she (and her children and grandchildren) should be deprived of what belonged to her. The reason put forward on Anthony's behalf is that her mother had fallen out with David, who was, it was said, critical of the way her mother maintained the Property.

17. David Cretten's evidence supported his wife's, and confirmed that he knew nothing of the Transfer. He denied that his relationship with his mother in law was particularly difficult. He also confirmed that the Property was treated by everyone in the family as Irene's home, but said that he thought it had been given to Pauline and Anthony for their future.
18. Ashlene Lennon, Pauline and David's daughter, also gave evidence. She said that she visited her grandmother regularly, particularly when she was ill, and knew nothing of the Transfer. Had her mother known that the Property was being transferred back into her grandmother's name, she is certain that she would have been told.
19. Finally, on behalf of Pauline, I heard from David Furness who witnessed her signature, and Jean Cole, who appears to have witnessed Anthony's signature. Mr Furness remembers the occasion when he witnessed Pauline's signature. Pauline told him that her mother wanted a copy of her signature and that of her brother Anthony, which signature had to be witnessed. Mr Furness was clear in his evidence that there was only one page, and perhaps surprisingly, that there was no printed text other than the box for the signatures. He also confirmed that Anthony had not signed the Transfer. But he confirmed that the signature on the TRI was his signature.
20. Jean Cole's evidence (which is not disputed) is that she did not witness Anthony's signature on the TRI and that this signature, purporting to be hers, is a forgery. A further signature purporting to be hers on a Deed of Covenant dated 4 June 2013 made between The Governor of the Peabody Trust, Irene and Anthony was also a forgery. This deed was an assignment of the covenants under the lease to Anthony and by Irene. Jean Cole's signature purports to be that of the witness to Irene's signature.
21. Jean Cole had been a friend of the family for over 30 years. She lived on the first floor of the block of flats, and the Pledger family lived on the third floor. She moved away from the area some two and a half years before Irene died. Her evidence was that Irene adored both her children, and she knew that the Property had been transferred into their names. There was never any discussion to the effect that Anthony would be the sole owner.

22. Anthony's evidence differs from Pauline's in a number of respects. He stated that his mother did not want David to visit her with Pauline, and that she had been very upset by various comments made by David. The visits by Pauline in the last years of Irene's life were less frequent than stated by Pauline.
23. Asked about his mother's instructions to the solicitors, and his knowledge of her intentions, he stated that he knew that his mother wanted to take back control of the Property, and that his mother had told him that Pauline was aware of this. He did not know that he was intended to be a joint owner with his mother. So far as he was concerned, the Property was his mother's to do as she liked. He recalls being asked by his mother to sign one 'bit of paper' but had no idea that he was signing the Transfer. He did not ask, she did not say. His mother handed him the document, asked him to sign and stood over him until he had done so. There was no-one else there. He did not read the document. He did not know that it was a transfer of the Property. He has no idea of how Jean Cole's signature came to be on the page, and cannot recall if Pauline's signature was already there.
24. Anthony stated that he would have obeyed his mother's wishes whatever they were, although, if he knew that his sister was going to lose her half share of the Property, he would have spoken to her. He repeated several times that the Property belonged to his mother, and that she wanted to take back control. He found out about the Transfer a year or so before she died, and long after the summer of 2013. The reason given was that she was fed up being treated badly by David. His response was to point out to his mother that this was not very fair, but he was not surprised that she did not get on with David. Anthony's main concern was to secure the Property for his daughter, Lucy. He accepted that he first told Pauline what had happened in October 2015, although it had crossed his mind to do so before then.
25. His evidence as to whether he knew or believed that Pauline already knew was confused. What is clear is that is that the knowledge that the Property was his alone weighed on his mind. As he put, he 'could not longer keep the truth a secret'. He was dreading the day when he had to tell her, because he thought he would lose his sister. When asked why he did not simply transfer the Property back into his name and that of his sister, he replied that this would be going against his mother's wishes.

26. Lucy moved out of the Property after her grandmother's death, and since then it has been occupied by a number of friends and relatives, although it is currently unoccupied. Lucy, it is said, wants to move back in.
27. Beatrix Pledger, Anthony's wife, gave evidence to the effect that in the last four years or so of her life, the relationship between Irene, Pauline and David became strained, in part because their visits were not very frequent, and in part because David was, it was said, rude about the Property, the décor, and its furnishings, and was generally less than pleasant. She also confirmed that, as far as she was concerned, the Property belonged to Irene. Irene was a very strong lady, and not someone who could be influenced by anyone into doing what she did not want to do. Beatrix was not surprised that the Property was, in effect, left to Anthony. Irene had told her on several occasions that 'she would make sure that David never sees a penny of my money.'
28. Lucy Pledger could not add a great deal to the evidence already given. She lived for 20 years with Bert and Irene, and then only with Irene. She was aware of the worsening relations between Irene, Pauline and David. At the time of Irene's funeral, Dave and Pauline took her to visit a flat that belonged to David's aunt. She did not like the flat, or its location. She recalled a visit some time earlier when he and Pauline had visited Irene and Irene had made them promise that they would not eject her from the Property. Her plans are to move back to the Property with her sister.
29. I also heard evidence from Chris Tarpey, an old family friend, and related to Beatrix through his wife. He too stated that Irene was disappointed in later years with the lack of support, as she saw, it from Pauline and David, and that she became increasingly irritated by David's rude and disparaging remarks about the Property. On Irene's death, Anthony discussed the Will and the effect of the Transfer with him. Anthony knew that his mother had been re-arranging her estate, but he always took the view that her money was hers to leave as she wished. Mr Tarpey contacted the solicitor who dealt with the Transfer and is convinced that he did not meet Irene, and certainly did not meet, or obtain instructions from, Pauline.
30. Mr Turpey summarised his understanding of the situation as follows. Irene embarked on a deliberate plan to transfer the Property into her name and Anthony's, without their

understanding, so that it could eventually pass to Anthony on her death. As he put it, Anthony has 60 years' practice of doing exactly what his mother told him to do, and he is not surprised that both he and Pauline signed documents without reading them. The Property was Irene's: she wanted it back.

31. Another friend of the family, Gary Tregent, confirmed both that Irene was a strong willed person, and that she disliked her son in law, and stated that he would never get anything after her death. Doreen Smith, on the other hand, who had known Irene and the family for 10 years or more, stated that Irene loved her children and never had a bad word to say about any of them, except her son in law. Doreen Smith accepted that she signed the Deed of Covenant as Anthony's witness, but did not in fact witness him signing the document.

Conclusions on the evidence

32. It seems to me very clear that Irene decided, some two years before she died, to ensure that the Property would pass to Anthony after her death. To achieve this aim, without her children being aware of her plans, she obtained signatures from them both on the second page of the Transfer. It is telling that Anthony's signature was not witnessed. It may just be that Irene did not even want to go to the trouble of ensuring that his signature was witnessed, or it may be that she did not want to explain the nature of the document to him. She also checked with the solicitor that she did not have to make any specific reference to the Property in her Will. This less than transparent course of action was used, I am satisfied, to ensure that Pauline did not know of the Transfer during her life time. I fully accept the evidence given by Pauline that she did not know what she was signing, and, more relevantly for the appropriate legal analysis, that she did not receive the first page of the Transfer.
33. These conclusions are fortified by Anthony's own evidence. He was clearly apprehensive about telling Pauline that the Property was now his alone. As he said, he dreaded telling her, and realised that he might lose his sister as a result. It follows from this, in my judgment, that he did not believe that his mother had told Pauline what had happened. It is also an indication of the strength of Irene's character, and the influence she still continues to exercise on the family, that he could not – he said – put the

Property back into the joint names of himself and his sister because this is not what his mother wished.

34. It is also clear to me that Irene treated the Property as hers, as did the family as a whole, and that the reason for putting the Property into her childrens' names in January 2008 was, almost certainly, with a view to minimising her assets, and Bert's assets, if it had become necessary to pay for care home fees. But of course the Property remained in their names until June 2013.

35. The reason for the Transfer appears to be general dissatisfaction with Irene's son in law, although it may well be that the evidence on this point was a little exaggerated, and to some extent to be self serving. There is no evidence to suggest that relations between Irene and Pauline were particularly difficult, and both Jean Cole and Doreen Smith stated that Irene loved both her children.

36. At the end of the day, however, the issue for me to decide is whether the Transfer, as executed, was a 'mistake' within the meaning of the Act, and whether, in all the circumstances, the register of title of the Property should be altered to restore Pauline as a co-owner with her brother, having regard to the provisions of the 2003 Act. Irene's motives, to the extent that they can be established, are of little or no weight. Her actions make it abundantly clear that she did not want Pauline to know what she had done during her lifetime.

Legal Analysis

37. There is much common ground between the parties on whether or not there is a 'mistake' in the Transfer (this is accepted by Anthony's counsel). It is well known that the relevant provisions are section 52 of the Law of Property Act, and section 1 of the Law of Property (Miscellaneous Provisions) Act 1989. By section 52 (1) of the 1925 Act: 'All conveyances of land or any interest therein are void for the purpose of conveying or creating a legal estate unless made by deed'. Rule 58 of 2003 Rules provides that the transfer of a registered estate 'must be in Form...TR1' Rules 206(1), 2010 and Schedule 1 are also relevant. It is to be noted that if the form consists of more than one sheet of paper, all the

sheets and any plans must be securely fastened together. The TR1 form makes it clear that it is to be executed as a deed.

38. Sections 1(2) and (3) of the 1989 Act provide as follows:

(2) An instrument shall not be a deed unless-

(a) it makes clear on its face that it is intended to be a deed by the person making it, or, as the case may be, by the parties to it (whether by describing itself as a deed or expressing itself to be executed or signed as a deed or otherwise); and

(b) it is validly executed as a deed –

(i) by that person or a person authorised to execute it in the name or on behalf of that person or,

(ii) by one or more of those parties or a person authorised to execute it in the name or on behalf of one or more of those parties.

(3) An instrument is validly executed as a deed by an individual if, and only if –

(a) it is signed –

(i) by him in the presence of a witness who attests his signature; or

(ii) at the direction and in his presence and the presence of two witnesses who each attest the signature; and

(b) it is delivered as a deed.

39. These provisions underlie the particularly solemn nature of dealings with land. The formalities required are designed to ensure that persons do not part with their interest in land unless they are fully aware of what they have done, and are protected by the attestation provisions.

40. In this case, the Transfer fails to comply with the formal requirements of a deed in that (a) the signature and attestation did not form part of the same physical document which constitutes the deed (see Underhill J in *Mercury Tax Group v HMRC* [2008] EWHC 2721 at para 40), (b) the TR1 was not delivered as a deed and (c) the deed was not witnessed on behalf of Anthony.

41. The meaning of ‘delivery’ was considered in *Vincent v Premo Enterprises (Voucher Sales) Ltd* [1969] 2 QB 609. Lord Denning stated: ‘The law of ‘delivery’ of a deed is of ancient date. But it is reasonably clear... ‘Delivery’ in this connection does not mean ‘handed over’ to the other side. It means delivered in the old legal sense, namely, an act done so as to evidence an intention to be bound. ‘Delivery’ therefore is an act, or words,

by the maker of a deed irrevocably adopting it as his own. In this case Pauline had no intention to be bound. She signed in the belief that she was providing a copy of her signature.

42. The Respondent has no real answer to these points. Notwithstanding the plea of estoppel raised in Anthony's Statement of Case, it was conceded at trial that the execution of the Transfer was a 'mistake' within the meaning of paragraph 5(a) of Schedule 4 to the 2002 Act. That concession was, in my judgment, rightly made. No issue of promissory estoppel arises in this case.
43. So far as the attestation point is concerned, reliance was originally placed, on behalf of Anthony, on the well known case of *Shah v Shah* [2001] EWCA Civ 527. But it is plain that Pauline cannot be estopped from denying that there is no attestation of Anthony's signature. The failure to comply with the attestation provision in the 1989 Act is, of itself, sufficient to make the Transfer a mistake.
44. Mr Maddon's submissions, accordingly, turned on whether or not the register should be rectified under paragraph 6(2) of Schedule 4.
45. I should state that it was conceded, on Pauline's behalf, that Anthony was or is in possession of the Property. By section 131(1) of the 2002 Act, land is in the possession of the proprietor of a registered estate if it is physically in his possession. Section 131(2) extends the definition if there is a relationship of landlord and tenant, or licensor and licensee so that the landlord or licensor as the case may be is deemed to be in physical possession.
46. At the date of the hearing the Property was not occupied, and no clear evidence as to whether it was occupied at the time of the application to alter the register. It is, however, common ground that the Property was physically in Anthony's possession at all material times, even though this is far from the typical situation where a proprietor has paid full price for the property and has taken possession in reliance on the register.
47. Mr Maddon submitted that the family as a whole agreed in 2008 to preserve the Property as an asset, a not uncommon device to avoid or minimise care home fees. The reality, as

accepted by Pauline, was that the Property was considered to be Irene's at all times. Irene was a matriarch, who decided, for whatever reason, to 'take back control'. This was probably due to a falling out with her son in law. Whether or not David behaved in any way badly, it is clear, he submitted, that Irene took umbrage at his remarks and attitude.

48. I should therefore take Irene's wishes into account. It is clear that she wanted the Property to pass to Anthony for his and Lucy's benefit. She was anxious that Lucy should continue to use it as her home. She was frustrated that she did not have full control of her Property. The law, he submitted, should not be allowed to trump what was clearly intended by the family as a whole, namely that the Property remained Irene's. The behaviour of Pauline and her husband in trying to find another property for Lucy indicate that they did not, and possibly do not, intend to keep their promise to Irene.

49. In view of Anthony's relationship with his mother, and his evidence as to the circumstances in which he signed the Transfer (at the kitchen table, on her instructions) means that he did not contribute, or substantially, contribute to the mistake.

50. I cannot accept these submissions. The legal and beneficial interest in the Property passed to Anthony and Pauline on 25 January 2008. Even if it is the case that the original purpose or one of the purposes of the Transfer was to minimise the costs of care home fees for Bert, the Property remained in their names for over 5 years, long after Bert's death in October 2008. There was no agreement that if the need to preserve the Property failed, the Property would be transferred back. In or about May 2013 Irene unilaterally decided to deprive Pauline of her share in the Property for reasons that are not entirely clear, and did so in a manner designed to minimise the risk that Pauline might be made aware of her intentions. The method used was, as Pauline's Counsel, put it 'opaque.' The desire for secrecy (or at least lack of transparency) extended to ensuring that a false signature was used for the witness to Anthony's signature. As I accept his evidence that he did not know what he was signing, the overwhelming likelihood is that Irene herself undertook to put in Jean Cole's signature.

51. Anthony undoubtedly contributed to the 'mistake' by not ensuring that his signature was properly witnessed. But looking at the matter more broadly, and having regard to *Paton v Todd* [2012] EWHC 1248, it is not the case that Anthony has suffered a real loss: he is

in the same position he would have been in, if the registration in his name (and his mother's) had not taken place. He does not occupy the Property. He has not spent any money on the Property. 50% of the value of the Property (estimated at £500,000) should be sufficient to help Lucy find other accommodation, if that is the plan. Anthony's case is not that he will suffer a real loss, but rather that he wishes to respect his mother's wishes. This does not seem to me to be a sufficiently cogent factor to negate the clear mistake in the registration. If Irene had wanted to leave the Property solely to Anthony she first needed Pauline's consent to transfer the Property out of her name, and then would have been free to take the appropriate steps. Whilst the Property remained vested in Pauline and Anthony, any disposition of the Property had to comply with the constitutive elements of a deed.

52. In the final analysis, a greater injustice will be done if the register is not rectified. The circumstances in which Irene ensured that the Property passed to Anthony underline the fact that she too must have felt that what she was doing was in some way underhand and not fair. It would, in my judgment, be unjust for the alteration not to be made. The 2002 Act properly accords great weight to the mere fact of registration, but registered title is not indefeasible or unalterable.

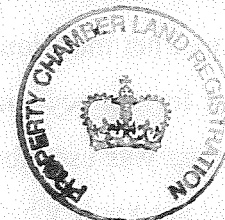
Costs

53. In principle, Pauline is entitled to her costs. In the first instance, a schedule of costs in form N260 or the like (the form used for summary assessment in the courts) is to be filed and served by 2 June 2017. Anthony may then respond within 2 weeks of receipt of the schedule and I will consider what order to make.

BY ORDER OF THE TRIBUNAL

Ann McAllister

Dated this 15th day of May 2017





[2017] UKFTT 0475 (PC)

**PROPERTY CHAMBER
FIRST-TIER TRIBUNAL
LAND REGISTRATION DIVISION**

IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY

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REF No 2016/0600

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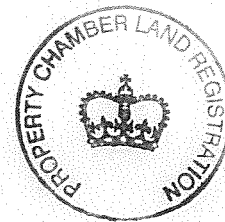
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Title number: NGL 626496**

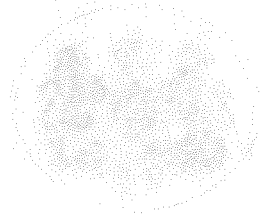
The Chief Land Registrar is ordered to give effect to the application dated 16 March 2016

BY ORDER OF THE TRIBUNAL

Ann McAllister

Dated this 15th day of May 2017





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