

ENGLAND AND WALES / JUDGMENT

Nigel Briant v Hugo Baldacchino & Anor

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AN APPLICATION UNDER SECTION 84 OF THE LAW OF PROPERTY ACT 1925 Case Nos:
LC-2025-327 Havant Justice Centre, The Court House, Elmleigh Road, Havant, PO9 2AL 11 March
2026 TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007 RESTRICTIVE COVENANTS –
MODIFICATION – redevelopment of the site of a former dwelling house destroyed by fire –
renewed application with redevelopment proposal for two houses and outbuildings – whether
restriction secures practical benefits of substantial value or advantage – s.84, Law of Property Act
1925 – application allowed subject to conditions and payment of compensation BETWEEN:
NIGEL BRIANT -and- Appellant HUGO AND CHERYL BALDACCHINO Objectors Smugglers Hyde,
47 Brook Lane, Corfe Mullen, Winborne, BH21 3RD Mrs Diane Martin TD MRICS FAAV 25
February 2026 The applicant representing himself Mr Baldacchino representing the objectors ©
CROWN COPYRIGHT 2026 The following cases were referred to in this decision: Briant v
Baldacchino [2020] UKUT 0206 (LC) Briant v Baldacchino [2024] UKUT 0164 (LC)

Introduction

1. This is a third application by Mr Briant to obtain modification of a covenant which prevents him from developing his own land to the extent he would like. His first application was refused by the Tribunal (Mr Andrew J. Trott FRICS) in *Briant v Baldacchino* [2020] UKUT 0206 (LC) (“the 2020 decision”). The second application was refused by me in *Briant v Baldacchino* [2024] UKUT 0164 (LC) (“the 2024 decision”). Mr Baldacchino was the sole objector to the previous applications, but Mrs Baldacchino is now a joint owner of the property and they are both objectors to this application. Some of what follows is heavily based on paragraphs from the 2024 decision, but it is important that this decision stands alone, so matters which have relevance to this application are set out again.
2. The application land, 47 Brook Lane, is a plot extending to 0.14 ha, on which was sited a small partly thatched period cottage known as Smugglers Hyde. It was originally owned, together with the objector’s land, by Mrs Rosebud Proctor. It is understood that in 1987 she sold the whole to Mr and Mrs Stanley and is believed then to have had second thoughts. On 2 September 1987 Mr and Mrs Stanley sold the application land back to Mrs Proctor, subject to a covenant (“the covenant”) for the benefit of the part they retained (now 49 Brook Lane) in which, as transferee, she agreed: “Not to erect any further building of any kind on the property hereby transferred save for an extension to the existing garage and then only in accordance with plans first submitted to and approved in writing by the Transferors (such

approval in respect of plans for any garage extension not to be unreasonably withheld).”

3. A house known as Kestor was built on the retained land in 1989. It was purchased by Mr Hugo Baldacchino in April 2014 for £405,000, and on 25 October 2024 a half share was transferred to Mrs Cheryl Baldacchino.
4. Mrs Proctor died in 2007 and shortly afterwards Smugglers Hyde was badly damaged by fire. The applicant purchased the application land in 2009. Much of the original fire damaged house has been demolished, leaving only a tiled two storey gable end section close to the boundary with Kestor.
5. Since purchasing Smugglers Hyde, the applicant has made over 30 planning applications to Dorset Council, all for single dwellings, most of which have been sited so as to permit severance of the plot allowing two dwellings to be built, which would be in breach of the covenant. 17 planning permissions have been granted of which one, granted in 2011 and renewed in 2014, was for a single replacement dwelling very similar to the original Smugglers Hyde. The objectors would support this proposal for a proposed modification, if indeed one was needed simply to rebuild what was previously there. However, the applicant says that it cannot be built as originally designed due to an issue over encroachment of the original footprint onto the dedicated width of the adjoining lane. A further permission for a single replacement dwelling, of larger scale, was granted in 2016, leaving scope at the rear of the plot for a second house. This proposal was considered in the 2020 decision and modification of the covenant to allow it was refused because of its overbearing size and proximity to Kestor.
6. On 12 August 2025 the applicant applied for modification of the covenant under grounds (aa) or (c) to enable him to sever the plot to provide a ‘replacement’ dwelling on plot A, nearest to Kestor, and a new single storey dwelling with basement on plot B, together with various outbuildings in the gardens of each dwelling.
7. For this application both parties represented themselves and gave evidence of fact. The objectors called Mr Nigel Jones BSc FRICS ACI Arb of Chesters Harcourt in Yeovil to give expert evidence, by updating the expert report he prepared in 2024 for the previous application.
8. On 24 February 2026 I inspected the application land, the garden of Kestor and the surrounding residential area, accompanied by the applicant and Mr Baldacchino. I also inspected views of the application land from inside Kestor, accompanied only by Mr Baldacchino. The applicant had laid out some basic lines to indicate the footprint of the proposed house in plot A, and he provided an indicative marker of the proposed boundary between the two plots. The factual background

9. Corfe Mullen is a large village which, together with adjoining Broadstone, forms a northern extension to the town of Poole. The application site and the objector's property are on Brook Lane, at the western edge of the village where the built up area opens out into countryside. The density of houses along Brook Lane is conspicuously lower than that of the adjacent roads.
10. The location plan below shows the application land, with the two plots A and B proposed for development, and the objector's land hatched. Brook Lane is adopted and made up in its higher reaches, but is unadopted and unmade along the stretch shown on the plan, where it has the status of a bridleway. The land slopes up away from Kestor (No.49) northwards towards 157 Hillside Road and also eastwards towards 155 and 153 Hillside Road.
11. The larger scale plan above, taken from the title plan for the application land, shows the orientation and size of the original cottage called Smugglers Hyde, with its access and garage at the northern corner. For the first application a statement of agreed facts was provided, which was summarised in the 2020 decision at paragraphs [16] as follows: "16. At its closest point the remains of the existing house at Smugglers Hyde is 4.5m from the boundary with Kestor. This is a two-storey gable end with a ridge height just under 8m above the level of the boundary. The gable end is 4.5m wide. At first floor level there is a bedroom window facing south towards Kestor. At ground floor level there is a door with windows either side. At the rear of the property, now demolished, was a single-storey flat roof sun room which extended a further 2.5m to the east. At the front of the house, also demolished, was a pitched roof porch extending 1.6m to the west of the main elevation with windows facing east towards Kestor. Smugglers Hyde was 20.6m long with its main elevations facing west (front) and east (rear). The windows in these elevations did not directly overlook Kestor. There is a detached garage at the far north west of the plot."
12. In paragraph [17] Mr Trott continued: "17. There was no agreement about the accommodation in the original cottage. Mr Briant produced "indicative" floor plans apparently showing how the cottage could be reconfigured. This showed five bedrooms, including two at ground floor level, one of which was accessed through the kitchen and the other through the living room. There was a single (windowless) bathroom on the first floor and a WC on the ground floor. No stairs are shown at first floor level. I do not consider this to be a sensible or realistic layout. Smugglers Hyde was a cottage with limited accommodation being only one room deep."
13. Since purchasing the site the applicant has opened up a second access, adjacent to Kestor, which enables the site to be split into two plots, each with their own access.

14. Kestor is a four bedroom, two storey house with a part single storey element at the rear. This includes a sitting room, dining area and kitchen extension, all of which have views over the patio and fish pond up through the long rear garden with its trees and mature shrubs. At the far end of the garden the objectors have created a secluded sitting area with summer house. The house is located at the front of its plot, close to Brook Lane, with a hardstanding/ parking area for three cars, leading to an integral garage.
15. The house fills almost the whole width of the plot, sitting very close to the boundary with the application land where the line of the boundary makes a dog-leg. At that point, in the narrow gap between the house and the boundary, is a pedestrian garden gate from the front parking area to the rear of the house and the garden. The boundary with the application land is the responsibility of the applicant and is fenced with 6ft high close- boarded vertical timber panels provided by him since he bought the application land. The long boundary on the south side of the garden adjoins the rear gardens of five properties on Haven Road, but this is less apparent due to the mature trees and shrubs inside the boundary fence. The legal background
16. Section 84(1) of the Law of Property Act 1925 gives the Upper Tribunal power to discharge or modify any restriction on the use of freehold land on being satisfied of certain conditions. The conditions relied on by the applicant in this case are (aa) and (c).
17. Condition (aa) of section 84(1) is satisfied where it is shown that the continued existence of the restriction would impede some reasonable use of the land for public or private purposes or that it would do so unless modified. By section 84(1A), in a case where condition (aa) is relied on, the Tribunal may discharge or modify the restriction if it is satisfied that, in impeding the suggested use, the restriction either secures “no practical benefits of substantial value or advantage” to the person with the benefit of the restriction, or that it is contrary to the public interest. The Tribunal must also be satisfied that money will provide adequate compensation for the loss or disadvantage (if any) which that person will suffer from the discharge or modification.
18. In determining whether the requirements of sub-section (1A) are satisfied, and whether a restriction ought to be discharged or modified, the Tribunal is required by sub-section (1B) to take into account “the development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the relevant areas, as well as the period at which and context in which the restriction was created or imposed and any other material circumstances.”
19. Where condition (c) is relied on, the Tribunal may discharge or modify a restriction if it is satisfied that doing so will not injure the persons entitled to the benefit of the restriction.

20. The Tribunal may direct the payment of compensation to any person entitled to the benefit of the restriction to make up for any loss or disadvantage suffered by that person as a result of the discharge or modification, 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. If the applicant agrees, the Tribunal may also impose some additional restriction on the land at the same time as discharging the original restriction.
21. The applicant's case is that the covenant should be modified under ground (aa), because it impedes a reasonable use of the land and does not secure to the objector any practical benefits of substantial value or advantage, or is contrary to the public interest. The application was also made under ground (c), but the submissions focused on ground (aa).
22. The case for the objectors is that the covenant secures to them practical benefits of substantial value or advantage. They have accepted, following the 2020 decision, that a development of two houses is a reasonable use of the application land, but say that in preventing two houses the restriction secures a benefit of substantial advantage to them. They say that the proposed development would cause substantial loss of amenity to their property, that modification to permit it would injure them, and that money would not be an adequate compensation for the loss or disadvantage they would suffer. Moreover, they say that modification of the restriction to allow just a single replacement dwelling in one part of the application land would create a "thin end of the wedge" situation whereby the advantage of being able to prevent development of a second dwelling might no longer be substantial. The proposed development
23. For the 'replacement' dwelling on plot A the applicant proposes two alternatives, called RD1A and RD1B, both of which received planning permission in July 2025. At ground and first floors the two are identical, but RD1A has basement accommodation, accessed internally, and a light well adjacent to the boundary with Kestor. The proposed development of a new dwelling on plot B is based on the planning permission dated 12 January 2024 for a single storey dwelling with basement, known as ND2 and considered in the 2025 decision. In addition to the two dwellings, the applicant seeks modification to permit various additional buildings in the gardens of plots A and B
24. The 2024 decision included at paragraph [13] a table of agreed floor areas for the original cottage and the new dwellings proposed in the that application, as shown below:
25. The revised version below allows comparison of the floor areas in this application:
26. It can be seen that RD1B, without a basement, is very close in floor area to that of the original cottage. ND2 is the smallest of the three potential dwellings on plot B which were considered in the 2024 decision. The applicant says that he has heeded the previous advice of the Tribunal that a more modest proposal, reflecting (but not necessarily replicating) what was on the application land before was more likely to succeed.

27. I stated in the 2024 decision at [60] that I considered the objector's concerns regarding construction of basement accommodation so close to his boundary were valid, and I continue to hold that view. I made it clear to the parties after the site inspection that I would not consider modification of the covenant to permit RD1A for that reason. Submissions in the hearing therefore focussed only RD1B and ND2. Plot A – RD1B – planning reference P/FUL/2025/00387 approved 23 July 2025
28. RD1B has a kitchen/dining/living area running from front to back in the part of the house furthest from Kestor's boundary. The remainder of the ground floor has a lobby, hall, lounge, utility and WC. At first floor there are two bedrooms and two bathrooms. The flank adjacent to Kestor, shown below, has high level windows of obscure glass in the side walls of the lounge and the bedroom above, the main windows of both rooms facing eastward into the garden. The flank wall sits 4.53m from the boundary, whereas the original sat 4.5m from it. The length of the two story flank wall is 5.2m, compared with 4.5m for the original. The ridge height of the roof has been reduced by 0.6m from the original and the roof is hipped away from the boundary where previously there was a gable end.
29. The applicant submits that the visual impact of the replacement dwelling would be significantly reduced from that of the original dwelling. Although the footprint would extend beyond that of the original, the windows in the single storey extension would face into the garden and would not be visible from the objectors' house. RD1B would not be overbearing and would not dominate the outlook from Kestor.
30. The planning permission includes, as shown on the plan above, a garage and cycle store at the entrance, backing onto the boundary with Kestor. The rear garden is shown as truncated, with the part furthest from the house included within plot B. However, the applicant would like to split the two plots with a straight boundary (as shown in the plan for ND2 below) and seeks modification to permit a garden store, a home office and a greenhouse for RD1B at the end of the rear garden, facing back towards the house. The details of these proposed buildings is dealt with separately below. Plot B – ND2 - Planning reference 2023/04037 approved 12 January 2024
31. The plan above is that approved for ND2 on 12 January 2024. The footprint of the house shown on plot A is not RD1B, but an earlier proposed development. However, the boundary between plots A and B represents that which the applicant seeks to achieve with modification.
32. ND2 is a single storey building with basement. The total floor area is 179 sq m , with 28% of that area provided within the basement. In the ground floor of the western section (closest to Brook Lane) there is a kitchen/dining area, a study, hall and WC, with attached cycle and garden store. In the eastern section there is a living room, two bedrooms (labelled bedroom 2 and bedroom 3) and a bathroom. In the basement is a room labelled as a home gym, including a generously sized en suite shower room with double vanity unit (which suggests potential use as bedroom 1), a media room and a utility room.

33. The building would have a contemporary appearance, with shallow pitched gabled and asymmetrical roofs, and walls featuring a combination of render, vertical timber cladding and brick. It is a condition of the planning permission that a 2m high close boarded fence along the majority of the boundary with plot A must be maintained for the lifetime of the building.
34. The applicant provided photographs and plans marked with sight lines to demonstrate that the outlook from Kestor towards ND2 would have been blocked by the original dwelling and would in future be blocked by RD1B. The view of ND2 from the garden of Kestor, and the potential for overlooking from ND2, would be mitigated by the 2m high fence screening what is effectively a single storey building. The existing mature planting along the boundary between Kestor and plot A would also restrict the view of ND2 from the garden. Plots A and B – additional buildings in the rear gardens
35. The applicant says that the additional buildings he proposes for the rear gardens of the dwellings in plots A and B do not require planning permission because they are permitted development. However, their construction is prevented by the covenant and he therefore seeks modification to permit five buildings as shown on the plan below: a garden store (GS), home office (HO) and greenhouse (GH) in plot A; a studio and garden store (GS) in plot B. The plan below differs from the approved plan for either dwelling in that it shows a dog-leg in the boundary between plots A and B which allows the studio to be set back from the line of ND2. The objections
36. The objectors say that when they chose to buy Kestor in 2014 it was obvious that the adjoining derelict property would need to be redeveloped, but they took comfort from the existence of the covenant and the protection it offered. Over the subsequent years they have received many approaches from the applicant seeking their agreement to modification to allow a larger dwelling and/or two dwellings on the application land. They have made clear throughout that they would not want to see two dwellings on that land, nor any larger dwelling that would have an impact on their enjoyment of Kestor.
37. The objectors have many reasons for resisting the applicant's current proposals, but their over-riding concern is that two houses, of a larger scale than the original dwelling, will more than double the activity on the application land and impact heavily on the privacy and tranquillity of their secluded garden. This would arise from increased activity on their boundary, especially from new outbuildings in the rear garden, and from being overlooked by a dominant new second house on higher land. They say that a 2m high fence on the higher ground between plots A and B would be starkly visible to them from their garden and transform the feeling of openness that they enjoy there.
38. The objectors are also concerned about the disruption which would be caused by the construction of two houses, with construction traffic using the unmade Brook Lane, and the increase in traffic using the lane once development was complete. Recent surface water flooding into their garden has made them fearful of an increased risk of flooding if a

significant proportion of the garden area of the application land is built on. The applicant pointed out that both dwellings would have provision for surface water run-off to be channelled to soakaways. Moreover, condition 8 of the planning permission for ND2 requires any hard surfacing on the site to be permeable to avoid increasing the risk of flooding.

39. It was clear from Mr Baldacchino's evidence that the objectors feel very strongly that they should be protected by the covenant, but defending their position over many years and through three tribunal hearings has taken an emotional toll. He agreed that they do want this to battle to come to an end. Expert evidence
40. Mr Jones BSc FRICS ACI Arb has been a chartered surveyor for 45 years, working in Dorset and Somerset as a general practitioner in residential and commercial property. He has been a member of the President of the RICS's Panel of Independent Experts and Arbitrators for over 25 years. He had previously provided an expert report in June 2023, and a supplemental report in January 2024, instructed by the objectors' solicitors for the application decided in 2024. Mr Jones was instructed this time by the objectors to provide his opinion on: the current value of Kestor with the benefit of the covenant; the loss or disadvantage to the objectors of modification to permit one or more of the proposed developments and the impact of any such modification on the value of Kestor. Mr Jones was also instructed to consider whether the value of Smugglers Hyde in 1987 was affected by the grant of the covenant.
41. Taking the last point first, Mr Jones considered that the burden of the covenant would have had a minor effect on the purchase price of Smugglers Hyde, which he put at £10,000. However, this is not an approach to compensation which is relevant to the current application.
42. In his report of June 2023 Mr Jones assessed the hypothetical market value of Kestor, with the benefit of the covenant and on the assumption that there was a modern replacement of the original single house on the application land, at £725,000. In his updated report of 6 January 2026 Mr Jones took into account recent sales of comparable properties and revised his opinion of market value to £750,000 on the same assumption.
43. Mr Jones assessed the actual market value of Kestor in January 2026, with the benefit of the covenant but uncertainty over redevelopment of the application land at £680,000.
44. Mr Jones remained of the opinion expressed in his previous report that the two key factors in relation to a development on plot A are the proximity and bulk of the dwelling. He accepted that the proposed dwellings RD1A and RD1B are smaller than two alternative dwellings proposed previously on plot A, but considered that they are "still significantly larger than the single room end gable of the original dwelling". He later accepted that that was an overstatement, and agreed that the south elevation of the proposed RD1B is not significantly larger than the original and that the hipped roof is an improvement over the previous full gable end. He accepted that condition 6 of the planning permission, requiring

the two windows in that elevation to be of opaque glass, was a further improvement over the original dwelling.

45. It was not clear to me that Mr Jones had considered sufficiently the difference in impact on Kestor of RD1A with a basement and RD1B without one, but he accepted on questioning that RD1B was much better in terms of impact on Kestor. When pressed to express an opinion of the likely impact of RD1B on the value of Kestor, he put it at 2.5%
 - 5%, accepting that anything below 2.5% would be barely discernible.
46. Turning to the additional impact of ND2, Mr Jones considered that the second dwelling would affect Kestor through overall intensification of use of the application land and through the visual impact of its situation at a high level above Kestor behind a 2m fence. In his opinion a resident of Kestor would look up at ND2 from the garden and consider that space to be urbanised in contrast with the open and undeveloped feeling there at present. Since the other two sides of the garden already back on to other houses, the garden would then be surrounded by other development. Mr Jones said in his report that the impact of modification to permit the two dwellings would cause depreciation of 10.0% to 12.5%, so he agreed that the additional impact of ND2 would be in the order of 5% to 7.5%
47. Mr Jones did not consider that any of the additional buildings proposed by the applicant would have a significant impact on the value of Kestor as they are normal buildings to be found in residential gardens. Discussion
48. In my 2024 decision [at 75] I considered it arguable that in impeding a modification to permit development of ND2 on plot B the covenant did not secure to the objectors practical benefits of substantial advantage. I remain of that view. Although ND2 has a substantial footprint, it is a single storey dwelling, screened by a 2m high fence (which would be straight, as in the approved plan) and sufficiently separated from Kestor that the impact of noise and intrusion would not be a serious concern. I consider that the screening already provided by the mature shrubs and trees in the boundary between Kestor and plot A mean that ND2 would not generally attract the attention of people in the garden. I understand that for the objectors the change would be noticeable and unwelcome, but I also accept the applicant's point that the garden already has houses on its other two sides, which seem not to have affected their enjoyment of it. Mr Jones accepted that the impact of ND2 on the value of Kestor could be as low as 5%.
49. The proposed dwelling RD1B is very close in size to the original dwelling, and its southern elevation has been designed by the applicant to address the issues of proximity and bulk which were problems with the previous dwellings proposed for plot A. The absence of basement accommodation on the boundary with Kestor removes another concern raised in the 2024 decision. Overall, I do not consider that impeding the development of RD1B secures any practical benefit of substantial advantage to the objectors. In terms of value, Mr Jones conceded that the impact of RD1B on Kestor could be as low as 2.5%.

50. I therefore conclude that in preventing development of RD1B on plot A and ND2 on plot B, together with proposed additional garden buildings, the covenant does secure to the objectors practical benefits, but not sufficient to be described as benefits of substantial advantage.
51. I accept Mr Jones's opinion that the covenant secures practical benefits of value to the objectors, but I consider that the figures at the lower end of Mr Jones's range are more appropriate and that modification to permit development of RD1B and ND2, together with the proposed additional garden buildings, would create a total loss in the value of Kestor of no more than 7.5%. When applied to the hypothetical value of Kestor at £750,000 that would amount to £56,250. I do not consider either that percentage or that sum to be substantial when compared with the depression in value of £70,000 (9.3%) caused simply by the uncertainty over redevelopment of the application land. The Tribunal's discretion
52. S.84(1B) requires the Tribunal to take into account the development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the relevant area. I am satisfied that the evidence of multiple planning permissions granted by Dorset Council for two houses to be built on the application land establishes a pattern in support of modification to permit two houses.
53. The Tribunal is also required to take into account the period at which and context in which the restriction was created or imposed and any other material circumstances. The covenant was entered into in September 1987, over 38 years ago, when the planning framework for the area would have been very different. Councils are now required to deliver a sufficient supply of homes and the planning officer's report for ND2 stated that the Council could not show a five year housing supply so the 'tilted balance' of the National Planning Policy Framework was engaged. Planning permission had to be granted unless any adverse effects of doing so would significantly and demonstrably outweigh the benefits, which he considered they did not.

Determination

54. I am satisfied that the applicant has established ground (aa), but not ground (c), and I therefore allow the application for modification of the covenant to permit the proposed development. I assess the compensation due to the objectors for modification at £56,250.
55. Under s.84(1C) the Tribunal may "add such further provisions restricting the user of or the building on the land affected as appear to the Tribunal to be reasonable in view of the relaxation of the existing provisions, and as may be accepted by the applicant; it may accordingly refuse to modify a restriction without some such addition."
56. The objectors are concerned that the applicant has not maintained the boundary fence to Kestor sufficiently well to protect them from the impact of construction work close to that boundary. The objectors are also concerned at the prospect of prolonged construction works close to their house. I therefore require the applicant to draft for the Tribunal's approval a

scheme of management for the construction works on plot A. This should set out the order in which works will be carried out, including works to repair to the boundary fence, a proposed timetable for the construction works once they commence, a proposal for managing use by construction traffic of the access adjacent to Kestor, and an undertaking to make good any damage caused to the surface of the lane by construction traffic.

57. The draft scheme of management should be submitted to the objectors for comment within 21 days of this decision and filed by consideration by the Tribunal within 35 days of this decision.
 58. The following order shall be made: The restrictions in the Charges Register for the property Smugglers Hyde (Title DT151352) shall be modified under section 84 (1)(aa) of the Law of Property Act 1925 by the insertion of the following words: "PROVIDED that the developments permitted under the grant of planning permission by Dorset Council on 12 January 2024 under reference P/FUL/2023/04037 and on 23 July 2025 under reference P/FUL/2025/00387, and subject to the conditions attached thereto, may be implemented in accordance with the terms, details and approved drawings referred to therein. Reference to the above planning permissions shall include any subsequent planning permissions that are a renewal of those planning permissions and any other matters approved in satisfaction of the conditions attached thereto. The erection of additional buildings in the rear gardens may also be implemented, provided that the boundary between the two plots is consistent with the approved drawings for P/FUL/2023/04037 and any such buildings fall within the definition of permitted development."
 59. An order modifying the restriction shall be made by the Tribunal provided, within four months of the date of this decision, the applicant shall have:
 - (a) signified his acceptance of the proposed modification of the restriction in the Charges Register of the property Smugglers Hyde; and
 - (b) received approval of the Tribunal to a scheme of management for the construction works on plot A; and
 - (c) provided evidence that the sum of £56,250 has been paid to and received by the objectors.
- Mrs Diane Martin TD MRICS FAAV 11 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.

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