IN THE WILLESDEN COUNTY COURT **CASE NO.: 4QZ11012**

B E T W E E N:

BRENT LONDON BOROUGH COUNCIL PLANNING SERVICE
Claimant

-and-

PRIMESIGHT LTD.
Defendant

JUDGMENT OF DISTRICT JUDGE TOMLINSON

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1 . This is a claim by the London Borough of Brent using its powers under Section 225 of the Town and Country Planning Act 1990 (as amended by the London Local Authorities Act 1995). On the 27th May 2000 and the 23rd March 2002 the Claimants (L B Brent) had removed Primesight's advertisement hoardings from 58 Chamberlayne Road and 133 to 139 East Lane respectively. It was alleged that these advertisements had been displayed in contravention to Regulations made under Section 220 of the Town and Country Planning Act. It was claimed that the reasonable cost to the Claimant of removing those hoardings was £900 in the first case and £1,050 in the second case. Payment had been requested from the Defendants but only £500 had been forthcoming. There was also a claim for interest.

2 . The Defence was that the Council had not clarified its claim. The Council had not, according to the Defendants, sent copies of the invoices and further that the Defendants had never refused to pay. The Defendants simply wanted to know how the debt had arisen. Further, in respect to 133 - 139 East Lane, the Defendants had acknowledged the invoice submitted and had been in correspondence with the Claimant. I was referred to the Defendants' letter of the 22nd August 2002 to which the council had allegedly never responded. The Defendants did not dispute the Claimant's case nor their entitlement to the Claimant's "reasonable expenses". What the Defendants are saying is that the debt is unreasonable. The Defendants want the Claimant to show that they have incurred reasonable expenses in taking away the signage and they requested a breakdown thereof and confirmation that the works were undertaken in accordance with the appropriate and relevant Health And Safety Regulations. The Defendants conceded they had however made a £500 interim payment "on account" as a sign of good faith and a sign that the Defendants intended to pay "reasonable costs".

3 . When we got down to it I was surprised to see that we were not talking here simply about scraping off a few a "stuck on" advertising sheets. There were some photographs provided of substantial installations embedded in concrete and provided with power. It was not simply a case of sending along a little man to take down a few advertisements.

4 . The Claimant was represented by Mr. Wicks and the Defendant by Mr. Barron.

Mr. Wicks took me through the various Regulations and explained that there were two types of consent namely: -

(a) Deemed consent.

(b) Express consent.

One or the other was needed before the Defendants were entitled to erect such an advert. In this case, consent for the two displays had not been applied for and Mr. Wicks told me that he thought that this was a “strategy” that the Defendants had arrived at in order to avoid paying the appropriate money to the council for such consent.

5 . Furthermore, Mr. Wicks told me, the Defendants had been convicted in the local Magistrates Court and the appropriate fines had been paid. Apparently the adverts and the installations are each about half a ton of metal. Certainly that was the weight in one case.

6 . For his part, Mr. Barron showed me his letter of the 27th April addressed to Mr. Rolt at Brent Council and Mr. Barren admitted that he was “gamekeeper, turned poacher”. I believe that he used to work for a local authority. He took exception to the allegation that this was the Defendants’ strategy. The bill and figures were shown to me and explained by the Claimant and he told me that the charges were reasonable in all the circumstances. There was no cross examination from Mr. Barron.

7 . I have thought about this a great deal and have been encouraged to see that Mr. Wicks has made a witness statement in which he sets out the Claimant's case most cogently. He produced the relevant correspondence and it was clear from his witness statement that the Defendants have been convicted of the relevant offences at Brent Magistrates Court on the 13th December 2000 and the 7th August 2002 and that they were fined £350 and £2,000 respectively. It seems that the Council had employed contractors to remove the hoardings / installations on the 27th May 2000 and the 23rd March 2002 at a cost of £600 and £650 respectively because Primesight had not done so. I conclude that these invoices were reasonable. Mr. Barron had suggested that it was far too expensive, but I was impressed by the evidence put forward by the Claimant and I believe that the costs incurred by the Claimant were indeed at the lower end of the scale of costs for such works and they were reasonable in all the circumstances. It was pointed out to me by the Claimants themselves that the charges did indeed exceed the advertiser's market rate, but this was because of the eight reasons given to me in paragraph 6 of the witness statement filed by Mr. Wicks. I accept that evidence and indeed I have seen the invoices submitted to the council. It all seems perfectly reasonable to me and accordingly I give Judgment for the Claimant for £1,929 made up as follows:-

Debt	£1,450.00
Court fee	£120.00
Interest	£319.00
Witness expenses	£40.00
Total	£1,929.00

And this payment will be made within 14 days.

Signed.……

District Judge M E Tomlinson

Dated: 2004