

O P I N I O N

1. I have been asked to advise, as a matter of some urgency, Campbell Court Property Inc. ("the applicant") which is the registered freehold owner of a block of residential flats known as Campbell Court, Gloucester Road, London SW7, in connection with its application for a Certificate of Lawful Use or Development pursuant to section 191 of the Town and Country Planning Act 1990 with respect to certain land to the rear of the Campbell Court ("the application land"). That application concerns the

"laying out, gravelling and use of land to the rear of Campbell Court for the parking of vehicles by occupiers of the residential apartment block and their visitors, invitees and others duly authorised by them".

It seems that the local planning authority, the Royal Borough of Kensington and Chelsea ("RBK&C"), is concerned to establish the true planning status of the application land given that it was not physically separated from the adjoining Queen's Gate Gardens until 1997. Accordingly, my advice is sought upon

three matters, namely,

- (1) the relevant planning unit;
- (2) the applicant's rights to use the application land for purposes ancillary to the primary residential use of Campbell Court; and,
- (3) RBK&C's ability to take enforcement action against such uses, including residents' car parking, and the likelihood of any such enforcement action being upheld upon appeal.

2. Having reviewed the planning history of the premises, I consider that the appropriate planning unit comprises all that land registered as Campbell Court, being the apartment block, its forecourt and including the land to the rear being a strip 70 feet wide between the apartment block and Queen's Gate Gardens. The latter strip contains the application land.

3. It seems that this strip of land was included within the extent of the 1959 planning permission for the apartment block.

It is plain that the rear wall of the flats was co-incident with the rear wall of the former terrace buildings. Furthermore the 70 feet strip was readily identifiable and expressly excluded from the provisions of the London Squares Preservation Act 1931 by section 13 thereof. Thus, as was concluded at the time, there is no reason why development of this strip should be prohibited thereby. This position now seems to be accepted by both RBK&C and the Queen's Gate Gardens Committee. The Gardens Committee, in recognition of this position, requested the erection of metal railings between the two areas in 1997.

4. Thus, the whole of the registered title of Campbell Court, (1) was the subject of the grant of planning permission for the apartment block, (2) is characterised by the primary residential use, and, as I am instructed, (3) has been so occupied as a single unit continuously since the implementation of the planning consent in the early 1960's. Such occupation has been for the purposes of providing rear access to Campbell Court, and the provision of amenity land for the enjoyment of its residents. I am instructed that at some time, and that it is now a long-standing use, the rear service road and areas within the amenity land have been used for vehicular access and parking by residents and ancillary office staff involved in the management of the premises.

5. In these circumstances it seems to me that there is no reason to indicate that the appropriate planning unit should not be the unit of the applicant's ownership and occupation for primarily residential purposes in conjunction with the Campbell Court planning permission: see Burdle v. SSE [1972] 3 AER 240, at 244. I have seen no evidence of any functional and physical separation or any separate and distinct occupation for substantially different and unrelated purposes so as to justify a separate and smaller planning unit. Of course, Queen's Gate Gardens is an entirely separate and functionally unrelated use of land. The fact that Queen's Gate Gardens was not fenced until 1997 does not seem to me to be material.

6. Having established the appropriate planning unit, and the primary residential nature of the use of that land, there is a range of incidental or ancillary activities which properly fall within that primary use. I consider that these would include car parking and recreational uses.

7. Thus. in land use terms, I do not consider that there is any impediment to the use of the application land for car parking purposes. In terms of operational development, I do not apprehend that any objection is taken or would be sustainable.

RBK&C's legal department has confirmed that the landscaping works do not constitute development. No new access has been constructed. No breach of the terms of the planning permission is involved.

8. In conclusion, it does not seem to me to be arguable that car parking within the planning unit of Campbell Court by residents and their lawful visitors is other than an ancillary use which does not require planning permission. The sole remaining issue therefore is whether the application land is within the planning unit of Campbell Court. It seems to me that the 70 feet strip of land has been occupied and enjoyed together with Campbell Court since the development of the apartment block although there has been no physical separation from Queen's Gate Gardens until recently. The use of that land for parking and amenity purposes associated with Campbell Court is documented as of long standing. In these circumstances I do not consider that it would be appropriate to treat the 70 feet strip of land (or even any part of it) as exclusively part of the Gardens and not part of the planning unit of Campbell Court. Indeed the erection of the fence itself, in my view, demonstrates that perceived separate identity and functional difference in the status of the two separate land areas expressly accorded by the 1959 planning permission.

9. It follows that I do not consider that any enforcement action would be likely to succeed.

Jonathan Milner.

14 iii 1999

Jonathan Milner.

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FURTHER OPINION

1. I have been asked to provide further advice to Campbell Court Property Inc. (“the Applicant”) which is the registered freehold owner of a block of residential flats known as Campbell Court, Gloucester Road, London SW7. My advice is again sought in connection with its application for a Certificate of Lawful Use or Development pursuant to section 191 of the Town and Country Planning Act 1990 with respect to certain land to the rear of the Campbell Court (“the application land”). That application concerns:

the “laying out, gravelling and use of land to the rear of Campbell Court for the parking of vehicles by occupiers of the residential apartment block and their visitors, invitees and others duly authorised by them”

2. The laying out and gravelling has now been certified as lawful. That then simply leaves the question of what the two gravelled areas can be lawfully used for.
3. The gravelled strips form a small part of a seventy foot deep area to the rear of Campbell Court which is now physically defined and enclosed by metal railings.
4. It seems that the local planning authority, the Royal Borough of Kensington and Chelsea, (“RBK&C”), has questioned the true planning status of the application land given that it was not physically separated from the adjoining Queen’s Gate Gardens until 1997. Accordingly, my further advice is sought upon the following matters
 - 4.1 the scope and extent of the 1959 planning permission
 - 4.2 the applicants rights to fence off the consented area
 - 4.3 the rights of the owners and occupiers of Campbell Court and their visitors to use the application land for purposes ancillary or incidental to their residential use of Campbell Court; and
 - 4.4 RBK&C’s ability to take enforcement action against such uses, including residents’ car parking, and the likelihood of any such enforcement action being upheld upon appeal.

5. Having reviewed the planning history of the premises, it is clear that the consented area comprises all that land registered as Campbell Court, being a 1.3 acre site including the apartment block, its forecourt and including a 70 foot wide strip of land at the rear ("the Seventy Foot Strip"). Immediately to the east of the 70 Foot Strip and on the other side of some metal railings is an area of land protected under the London Squares Preservation Act 1936 the "Protected Area" The 70 foot strip contains the gravelled areas the subject of application. It also contains a service road and gardens which tenants have certain rights to use under their leases and two pairs of electronic gates controlled by the Campbell Court Hall Porter, staff and management. Only Campbell Court occupiers, staff, management and visitors have any rights to use these gates which are kept locked and can only be opened by the Hall Porter and the Management/Staff.

6. The 1959 Consent therefore includes not only the site of the existing Campbell Court apartment block but also land to the front and rear of the new building. The inclusion of these areas of land (which include the 70 foot strip) was deliberate, not accidental or inadvertent. The applicant's ability to develop this strip was the subject of considerable research and debate at the time. The conclusions of that debate were clearly stated in the report to the Housing & Town Planning Executive Sub-Committee. At that time Kensington and Chelsea was only a consultee and is understood initially to have considered objecting to the development because of its inclusion of the 70 foot strip and the impact of the flats. Having taken advice however the Royal Borough of Kensington and Chelsea's accepted the strip could be developed and raised no objection granting consent which included the 70 Foot Strip. The December Report shows that the Council members had expressly required officers to carry out a tree survey of the 70 foot strip consistent with this, the actual permission contains a condition (viii) which can only have been designed to protect the trees within the 70 foot back strip_ this having been included in the application. (see drawing S1436-14). Likewise, the Permission also contains a condition (iv) that any loading or unloading of goods, including fuel, should not be carried out otherwise than within the curtilage of the site_the oil storage table is plainly shown on the plans as being at the rear of the new building and, I am advised cannot be reached without entering the 70 foot back strip.

Finally, informative number (2) refers expressly to the need for fire brigade access at the rear of the building.

7. The 1959 Consent was implemented; the 9 storey flats were completed. Within months of the 1959 consent the owner sought and obtained permission to create two new points of access to the 70 foot strip and a rear service road. No conditions as to the use of the rear service road were imposed and I am told that its vehicular use for casual parking by staff, management, deliverymen, contractors, builders, cleaners, refuse collectors and certain of the tenants is long standing and goes back well in excess of 10 years. This rear access was then constructed within part of the 70 foot strip. Lockable gates under the control of the management were also erected to provide vehicular access to the Strip.
8. It is clear, that the 70 foot strip of land was included within the extent of the 1959 planning permission for the apartment block. That permission was implemented. Given that fact, questions of the applicant's intention and 10 year user are not critical to the determination of this case. Provided the use of the application site is ancillary or incidental to the Principal Use then no further consent is required. As the land in question has the benefit of a consent for residential development and a management office that land – including the rear service road it can be used at any time for any purposes which are incidental or ancillary to these developments and uses. The consented management office is also at the rear of the building on the ground floor. The rear access is also used for collections, deliveries, builders, construction, cleaners and collection of rubbish.
9. It is plain that the rear wall of the flats was broadly co-incident with the rear wall of the former terrace of buildings. Furthermore the 70 feet strip was readily identifiable and expressly excluded from the provisions of the London Squares Preservation Act 1931 by section 13 thereof. Thus, as was expressly concluded at the time, there is no reason why use of this strip by Campbell Court residents should be prohibited thereby and that it could be developed. This factual position now seems to be accepted by both RBK&C (in its pre-inquiry statements and previous reports) and the Queen's Gate Gardens Committee. The Queens Gate Gardens Committee, in recognition of this position and in order to resolve historical problems, requested the erection of metal railings between the two areas in 1997. These have now been erected.
10. The case of Pioneer Aggregates (UK) Limited –v- Secretary of State for the Environment [1985] AC 13 and Riordan Communications Limited –v- South Buckinghamshire DC (1999) QBD 2.12.99 make it clear that planning permissions

once implemented cannot be abandoned. The case of *Prosser v Minister of Housing and Local Government* 67 LGR.109.113 also confirms “the planning history of a site as it were seems to me to begin afresh with the grant of the planning permission which is taken up and used.....” Lord Parker C.J.

11. The Council does not contest the applicant’s legal rights to enclose its property (see letter of 25th February 1997) and I agree with the Council’s analysis on this aspect.

12. The Council does not contest the applicants legal rights to lay a gravelled surface on the areas the subject of the appeal and has granted a Certificate for these works.

13. Thus, the whole of the registered title of Campbell Court:-

13.1 was the subject of the grant of the 1959 planning permission for the apartment block

13.2 is characterised by the consented primary residential and ground floor office use, and

13.3 has I am advised been used as of right by Campbell Court staff, certain residents, visitors and management since the implementation of the planning consent in the early 1960’s.

14. Vehicular access to the rear has also been available since the flats were built

15. Such occupation of the 70 feet strip has been for the purposes of providing rear access, to Campbell Court, and the provision of land for the use and enjoyment of its occupants including parking. I am instructed that the area to the rear of the flats has a long-standing use, the rear service road and areas within the 70 feet strip have been used for vehicular and pedestrian access and parking turning and manoeuvring by certain residents/occupiers and their visitors as well as by tradesmen, builders, deliveries, collection and office staff involved in the management of the premises. Their vehicular use of the rear is perhaps not surprising given there were only 36 spaces at the front for 68 flats. Their pedestrian use of the 70 foot strip at the rear is also unsurprising given the lack of usable amenity space at the front and the fact that the back door of the Property provides direct access onto the strip and the fact that the 70 foot strip provides a safe, attractive and convenient amenity area for Campbell Court staff, residents and their children.

16. The 70 foot strip has also been used by the occupants of Campbell Court for parking, turning, deliveries, fuel oil supplies, building repairs and alterations, cleaning and maintenance of the flats, for storage of workmen's plant and equipment for the stationing of high level cranes during rebuilding operations, for rest and relaxation, for childrens' parties, ball games, cycling etc almost all of which activities have been documented by complaints. The rear service road has no highway status and is privately and owned and maintained. The rear service road consent was granted without any conditions restricting its use.
17. In these circumstances it seems to me that there is no reason to indicate why the land to the rear cannot continue to be lawfully used for ancillary or incidental purposes in conjunction with the consented Campbell Court development of which the land forms an integral part. The fact that the 70 foot strip was not fenced until 1997 does not seem to me to be material; the land benefits from valid planning consents and can be used in accordance with and for the purposes ancillary or incidental to these consents.
18. Having established the extent of the land for which consent was granted in 1959 and the primary residential nature of the consented use of that land, there is a range of incidental or ancillary activities which properly fall within that primary use. I consider that there is no doubt that these would include car parking, turning, deliveries, rear servicing and recreational use.
19. Thus, in planning and land use terms, I do not consider that there is any impediment to the use of the application land for car parking purposes in connection with the Campbell Court apartment block..
20. RBK&C's legal department itself has confirmed that the gravelling works do not constitute development requiring planning permission. Indeed this has now been certified as lawful. No new access has been constructed. No breach of the terms of the planning permission is involved. Nor do they object to the freeholders assertion of ownership by fencing - an act which they and the Garden Committee encouraged.
21. The Council suggests that inclusion of the 70 foot strip in the consented area was simply included in 1959 for density purposes and is therefore somehow excluded from the ambit of the permission which covers it.

22. I fundamentally disagree. The key question is not the motives of a particular applicant but whether or not land was included the application area.
23. Whilst extensive use of the 70 foot strip by outsiders (ie non residents) who were on the land without the authority of the owners/occupiers of Campbell Court might fall outside the scope of the permission that should not in any way prevent or remove lawful consented use of the area use by Campbell Court staff, owners and occupiers by virtue of the 1959 Consent. As a result of the 1997 fencing no Members of the Gardens Association other than the owners/occupiers, management and staff at Campbell Court are now physically able to gain entry to the consented 70 foot strip.

Conclusions

24. In conclusion, it does not seem to me to be arguable that car parking within the land to the rear of Campbell Court by occupiers and their lawful visitors is other than an ancillary use which does not require any further planning permission.
25. The first issue therefore is whether the application land is within the originally consented area. It seems to me that not only was it consented as such, the 70 feet strip of land has been occupied and enjoyed by the owners and occupiers of Campbell Court ever since the development of the apartment block although there was no physical separation from Queen's Gate Gardens until 1997. The use of that land for parking, access, rear servicing and amenity purposes associated with Campbell Court is documented as of long standing.
26. The case of Sinclair Lockhart's Trustees -v- Central Land Board (1959) L&CR 195 makes it clear that it is not a requirement that a curtilage of a building has to be marked off; it is enough that it severs a building in some reasonably useful way.
27. In these circumstances I do not consider that it would be appropriate to treat the 70 foot strip of land (or even any part of it) as outside the scope of the consented development of Campbell Court. Indeed the erection of the fence itself, in my view, reinforces the perceived separate identity, planning distinction, functional difference separate legal status and separate titles to the two separate land areas expressly accorded by the 1959 planning permission, the Land Registry and the 1931 Act.

28. I have previously advised on questions of the appropriate planning unit which I considered to be the whole of Title LN216809 which has a separate legal title, which is expressly excluded from the 1931 Act and which has three separate access points which are controlled by Campbell Court – which was the subject of at least four planning applications including the 1959 and 1960 consents and which area has been used (as the complaints and correspondence shows) for purposes ordinarily incidental or ancillary to the consented uses of Campbell Court ever since it was built (including for example the storage of builders materials and erection of scaffolding, erection siting of site huts and contractors compounds). The Campbell Court Management and the residents have asserted their right to use this area throughout the period. The occupants have used it for such purposes sometimes to the extent of annoying neighbouring residents. Questions of planning unit would however, only arise if the 70 foot strip did not form part of the 1959 application. The record shows it clearly did (see 1958 Report and the terms of conditions (iv) (viii) and informative no (2)) which seem clear beyond doubt. Were there any ambiguity, then the extrinsic evidence including the application, the application drawings, and the 1958 report would be admissible to clarify any ambiguity or as Lord Read had put it in Miller Mead “of course extrinsic evidence may be required to identify a place or thing referred to”. The reference in the Permission to 1-10 Queens Gate Gardens is merely a postal address and cannot have been intended to provide a precise definition or limitation on the extent of the application site. The same address is given for both the rear service access and later proposals for an underground car park _ both of which fell outside the footprint of the of the original buildings or within the 70 foot strip. Any ambiguity or questions of identifying a place can in any even be resolved by reference to extrinsic evidence such as the Report and Plans. On any basis, the Council’s recent “u” turn in its position is untenable and whilst in my view there can be little doubt that the application included the strip, any ambiguity may be resolved by reference to the December 1958 report and application documents.
29. It follows, either way, that I do not consider that any enforcement action would be likely to succeed and that the applicant should be entitled to a certificate in the terms sought.
30. Questions of planning unit do not however fall to be examined as the 70 foot strip is clearly part of the consented site.





STATEMENT OF KHALID MOHAMMED AFFARA

My name is Khalid Mohammed Affara.

Preface

On 3rd April 1998 the Borough Council in a fax to myself confirmed that no material change of use had taken place and that the matter was closed. (Document 1)

The Council's solicitor also confirmed on 17th April that the matter was closed and that a note of his satisfaction with the arrangement (Document 2) would be kept with the file. Despite these express written assurances by its Officers the Council has nonetheless seen fit to pursue this matter further (as I understand it, under pressure from local residents) – hence, the submission of the application and this Appeal, which I regard as a considerable waste of scarce public resources and the Inspectorate's time.

Summary:

I have lived in Campbell Court for more than two decades.

I have been actively involved with the management of the flats and the land to the front and rear since 1988. Prior to that I would often help out my father and Campbell Court's Managing Surveyor, Andrew Clark who had an office in the building.

The area to the rear of Campbell Court has been used ever since I first occupied the flats for purposes incidental to the consented uses of Campbell Court. I have personally used the land to the rear for vehicular access and parking since 1987 shortly after I passed my driving test.

Other people and friends of mine were also allowed by the management to park at the rear. The management also allowed the gardeners to park their lorries, cars and vans provided they made a prior appointment.

Campbell Court Property Management also occupied a ground floor office at the rear of the building and I produce correspondence which confirms historic use of the Property. (Document 3) Staff and visitors would tend to park at the rear because of the limited parking space available elsewhere. Double parking already occurs in the roads. At that time my personal friends and visitors were allowed by the management to park at the rear. Visitors to the office would also tend to park at the back.

Because of the restricted width of the rear access strip the verges and the gaps between the shrubberies together with the gravelled areas north and south were used for turning and parking of vehicles.

There are 68 flats within Campbell Court. Members of my family occupy six of these. Some leases have express rights to park in a single space whereas others have no parking attached to them.

Some of the garage spaces and parking areas are the subject of separate leases and licences granted at various times over the

years. All parking leases of more than 21 years are separately identified in the property register attached to the registered title.

It is interesting to note that in 1989 when we laid out some additional car spaces at the front of Campbell Court on an area of grass the Council regarded this as ancillary development within the curtilage which did not require planning permission – see Document 4.

My flat backs onto the service road and rear gardens.

During the whole of my time at Campbell Court my family and I have used the land to both front and rear of Campbell Court for purposes incidental to and associated with our occupation of Campbell Court. Parking and vehicular access at the rear of the Property has occurred for as long as I can remember and certainly since 1984 when Campbell Court Property Inc. acquired the freehold.

The rear access has **not**, as some people have suggested, been reserved simply as a fire brigade access. Indeed, I do not believe it has ever been used by a fire engine in the whole of my time at Campbell Court. Clearly a fifteen foot wide fire engine with the scaling ladders etc which would be needed to tackle a fire in Campbell Court would be physically incapable of passing through the gates which provide rear vehicular access to the Property. Even the smaller fire tenders at some 9 feet wide would find it difficult gain access to the rear.

Campbell Court Property Management occupied the ground floor office at Campbell Court throughout the late 1980's and 1990's. My personal visitors and I would park at the back of

the property – either on the service road or on the gravelled paths at the northern and southern ends of the 70 foot strip described by Mr Groves.

I can therefore confirm that my personal use of this area for parking and vehicular access dates back to 1987. I also parked at the front depending on available space. Because of limited parking space at that time my friends and visitors were allowed to park at the rear. Campbell Property Management occupied that office at the rear and staff and visitors would also park at the rear.

● Regular visitors to the office, deliveries, contractors, staff and members of my family would also park at the rear from time to time. Whilst it may be fair to say that the number of cars parked in the last six years or so has increased to some degree (currently about 6 to 8 cars), I have no doubt that parking has occurred at the rear of the property for as long as I have lived at Campbell Court and certainly well in excess of ten years. A schedule of major works which have occurred over the years is attached as Document 5.

● Examples of the kind of works carried out using the rear access for parking, deliveries, storage, scaffolding, fencing and other works and operations are set out in Document 5 – all of them used the rear for vehicular access and parking. Indeed on one occasion when the front car park was totally resurfaced we managed to park nearly all the cars at the back for a period of about one week.

I now deal with these matters in greater detail.

As explained by Mr Groves there are two distinct and separate freehold ownerships. The first of these cover the Campbell Court flats together with the land to the front and rear (including the 70 foot strip). This parcel of land was first registered in 1962, shortly after the flats were built. First registration of this area of land was, I anticipate, effected in order to assist with the lettings of individual flats. The standard long leases of the flats refer expressly to Title LN216809 and impose certain obligations on the Landlord in respect of it and grants certain rights to the tenants to use it. Extracts from registered titles and the lease are included as Document 7.

This registered title coincided with the full extent of the land which was granted planning permission in 1959. There is no reference whatsoever on this title to the London Squares Preservation Act 1931, which I am advised, does not apply to any part of this title. (Document 8)

The land immediately to the east of the 70 foot strip, which Mr Groves described as the "Protected Area" was separately and subsequently registered – for the first time – a year later in 1963. The charges register relating to this parcel of land clearly states that the London Squares Preservation Act 1931 applies to the Protected Area (Document 9)

It follows that the Land Registry has clearly noted and therefore acknowledged the different legal status of the two adjoining parcels of land. Any purchaser of one or other of these titles (or indeed anyone acquiring a flat) would be in no doubt whether or not his land was affected by the 1931 Acts).

PERSONAL BACKGROUND

I have lived at Campbell Court since the late 1976/7 and have been directly and actively involved in the running, maintenance and management of the flats, car parking and servicing areas and gardens (both front and rear) since the 1987.

My father, has lived in Campbell Court at Flat No. 68 since 1976/7.

I now live in flat (No. 44) in Campbell Court.

Other members of my family also have flats in Campbell Court. My sisters live in Flat 27 and Flats 35 and 36 and my brother lives in Flat 45.

Flats 35, 44 and 68 all overlook the 70 foot strip.

My elder sister is not involved with the management of the buildings but lives in flats 35 and 36 with her husband and two sons aged 14 and 11 and three daughters.

My sister Fatima is involved with management aspects. My younger sister Afra has no part in the business and lives with my father in flat 68.

My brother Tariq lives in flat 45 and has no involvement with the management of Campbell Court.

Associations with Campbell Court.

I was about ten years old when we moved to Campbell Court in the late 1970's. The facts as set out below are therefore based on my own direct experience and observations spanning more than twenty years.

My father and sister are paid up Members of the Queens Gate Gardens Association and I am a Member of the eight-person Queens Gate Gardens Committee. I have held this position since the mid 1990's when my Father (who had been a Member of the Gardens Committee since about 1987) decided to stand down.

I am also a general manager and director of a Company known as Arab Investments Inc. Arab Investments manages and handles property transactions in this country for overseas investors. Arab Investments are responsible for management of the Campbell Court flats and the land to the front and rear for Campbell Court Properties Inc. Campbell Court Properties Inc is the freehold owner of both the 70 foot strip and the Protected Area described in Mr Groves' evidence.

From an early age I have helped with the management and running of the flats.

The gravelled areas, the subject of this Appeal, are located within the 70 foot strip which, forms part of a separate legal title which as explained is unaffected by the Garden Squares Act.

The distinction between the two parcels of land has been known and understood by all concerned for as long as I can remember and has been a significant factor in a long history of

territorial arguments. (See correspondence from Garden Committee to the Council and its Membership).

The history of conflict between the Queens Gate Gardens Committee and the residents and management of Campbell Court is well documented and I enclose extracts from my files which illustrate some of the difficulties which have occurred over the years.

In recent years, and despite my best efforts as a Member of the Gardens Committee, the degree of conflict with and hostility towards the owners and occupiers of Campbell Court has steadily worsened. Matters came a head in 1997 when the Gardens Committee felt that it could no longer cope with the difficulties and suggested that the separation of the two areas was the only solution.

Many of the Campbell Court residents are of Arabic descent and have close knit families some of whom own several flats. (A majority of the tenants come from Bahrain and some from Kuwait). Quite a few of the flats are used as second homes where the occupants (some of whom have large families) tend to spend their summers at Campbell Court. It is at these times when residents' children, not unnaturally, tended to use not just the 70 foot strip but also would tend to spill over into the Protected Area that the majority of the perceived problems and difficulties have arisen i.e. during the busy summer period when usage of the land to the rear is at its peak.

As a ten year old child myself, both the 70 foot strip and the Protected Area provided a wonderful playground for myself and other children within the flats. We rode, cycled, played hide and seek and ball games within both the 70 foot strip and the Protected Area.

I would say, at this stage that my father has always been a paid-up Member of the Queens Gate Garden Association and therefore had the legal right under his leases to be on the 70 foot strip as well as rights to use the Protected Area by virtue of his Membership. Memberships are linked to each flat.

I can recall a number of incidents where, as young children, my friends and I, were challenged by other Garden Association Members, to desist from noisy or boisterous games and on occasions to leave the Gardens.

INCIDENTAL PARKING

Cars have used the access road, the verges and open areas and the gravelled pathways as parking and turning areas closest to the access road particularly when oil deliveries and other contractors and delivery vehicles blocked the access.

My original proposal was that the new gravelled areas would enable cars to pass other vehicles parked on the service access without damaging the landscaped areas.

In practice it proved rather more sensible to park the vehicles (including contractors and delivery vehicles) within the gravel strips areas thereby enabling us to leave the concrete accessway completely clear.

I very much regret that this practical arrangement has led to allegations by certain members of the Gardens Committee of bad faith on my part.

I have, however, throughout the process been at pains to clear my lines and work with rather than against both the Council and the Gardens Committee as may be seen from the Council's files.

It is worth remembering that it was the Gardens Committee which following discussions with me originally approached the Council with the idea of erecting railings to separate the 70 foot strip and the protected areas.

Whilst the proposals were intended to reduce the scope for conflict and remove the source of historic problems it seems , at least from our side of the fence that the perceived problems and conflict have in fact intensified since the railings were erected with the full support of the Gardens Committee and with the blessing of the Council's officers (see Document 10)

● Access Arrangements

I should explain that no-one can gain vehicular access to the rear of Campbell Court without the approval of the management and the co-operation of the hall porter who controls the electronic gates.

In order to allow gardens association members who are also occupiers of Campbell Court through into the Protected Area we have constructed a lockable pedestrian gate. Keys are issued by the Garden Committee but only to Campbell Court residents. Association members who are also resident are issued by the Garden Committee with a key to this gate allowing them to pass from the 70 foot strip into the Protected Area and back again whenever they choose.

By contrast, Garden Association members who are not Campbell Court residents have no keys and no rights to pass from the Protected Area into the 70 foot strip.

Non-resident Association Members are not provided with keys to the rear gated access but can get into the Protected Area from three central pedestrian access points on the

northern eastern and southern sides of the Protected Area for which they are issued with a key.

Within weeks of the railings having been erected and the gates installed there was a disturbing incident involving the lock on this gate.

Persons unknown squirted glue into the lock. The Gardens Committee refused point-blank to replace the lock, and demanded that we pay for its replacement. Indeed in order to reinforce its point certain Members of the Gardens Committee took it upon themselves to install a padlock and chain on the gate thereby prejudicing paid-up Campbell Court Members' ability to gain lawful access to the Protected Area from the 70 foot strip. A letter from our solicitors had to be sent before the Gardens Committee acknowledged its responsibility and made a claim on its insurance as it should have done in the first place.

Not all of the Campbell Court tenants are members of the Gardens Association – this being one of the key factors which led to the Gardens Committee proposing to the Council that the 70 foot strip should be physically separated from the Protected Area in 1997.

It appears from my records that until 1988 all of the occupiers of the Campbell Court were also members of the Gardens Association by virtue of a block payment which was made annually in advance and paid to the Queens Gate Gardens Committee. In 1988 the Gardens Committee sought to double the block membership from £1,700 to a figure of £3,400 – at which point a number of the tenants decided that they did not wish to continue their memberships.

Last year only 22 of the 68 households were Members. Membership has declined in recent years.

In my role as Investment Manager and a Director of Arab Investments I have been closely involved with the running and management of the flats and the land to the front and rear for well in excess of ten years.

My flat also overlooks the service road and the gardens – as does my Father's flat where I grew up.

I can confirm from my own activity and experience that the 70 foot strip has, for as long as I have lived at Campbell Court been used, enjoyed and occupied by the occupants of Campbell Court including myself and my friends and visitors.

The rear service road and some parts of the land next to it have been used not only for deliveries but also for the parking of cars, the removal of refuse and the parking of cars owned by certain occupants of Campbell Court including my family as well as by contractors, builders, delivery men and the ground floor offices.

So far as car parking at the rear is concerned, the principal users have been myself and members of my family, contractors, tradesmen and office staff. To recap, my family are full time occupying residents of 6 flats in Campbell Court. Some but not all are involved in the management of the building others are ordinary residents. Some but not all are paid up members of the Association.

Whilst it is probably fair to say that the level of car parking at the rear has increased in recent years I am nonetheless absolutely certain that parking has occurred, as of right and on a regular basis for as long as I have been involved. Indeed

prior to 1990 the lack of spaces at the front made that a degree of usage of the rear for access and parking was essential.

Every fortnight a delivery of central heating fuel oil is delivered to the premises.

The oil tank is located at the rear of the property and small tankers regularly use the driveway to gain access to the connection point.

The existing service road is approximately ten feet wide so that until the gravel strips were constructed it was not possible for another vehicle to pass the tanker without driving onto the grass verges to the east.

When the tanker was in operation cars were sometimes parked on the gravelled pathways just to the east of the concrete road or parked on the grass verges. Workmen would also park in a haphazard fashion on the "grass" verges and open areas next to the road.

The road itself was of inadequate width for two vehicles to pass comfortably without driving over the verges.

As a result and despite the gardeners' best efforts this meant that the grass verges were generally in poor condition resembling baked earth rather than anything particularly ornamental.

From ground level the parking and deliveries to the rear of Campbell Court were relatively well screened by an area of shrubs located partly in the area now forming the newly gravelled areas.

Whilst the removal of the shrubberies and their replacement with well kept lawns, laurels, seating and ornamental railings is, in my opinion, an improvement, the removal of the

shrubbaries has of course temporarily opened up views of the rear of the building and the incidental car parking which has recently been the subject of complaint to the Council.

The alterations to the garden do, however, provide a far more useable amenity area for those residents who are not members of the Gardens Association and, as such do not have the right to pass through into the Protected Area.

The files show that:

- Campbell Court Property Management was in occupation of the management office in 1987
- Major building works were being carried out as of right at the rear of the property in 1984 and at regular intervals as is demonstrated in Appendix 5.
- Deliveries of fuel oil are made to the rear of the property approximately once a fortnight – the fuel delivery will park at the rear for several hours depending on the season
- The Gardens Committee were always well aware of the distinction between the 70 foot strip and the Protected Area.
- The 70 foot strip has always been used by the residents and occupiers of Campbell Court for uses which incidental or ancillary to the consented use.

In conclusion:

- it is clear that the 70 foot strip has been used and enjoyed by the residents, staff, management, contractors, builders and visitors ever since Campbell Court was constructed.
- It is also absolutely clear the rear area has been used for ancillary car parking – a fact to which I myself can swear

both from my own personal observation and my own personal use for these purposes.

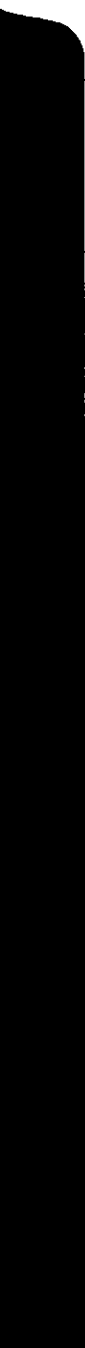
- It is also curious that the Council accepted that the laying out of additional car parking at the front of the building in 1989 did not require planning permission.
- It is also perhaps worrying, that the Council should have confirmed in writing and in an uncertain terms that the gravelling and use of the land to the rear should subsequently threaten enforcement action.
- Finally I have to say that the statement to the effect that the Council “discovered” that railings had been erected to separate the 70 foot strip and the Protected Area was prejudicial and misleading. The fact of the matter is that the Council was consulted at all stages and its Officers inspected the works both during and after their construction.

I have, I believe presented an objective and accurate picture of the use and occupation of the 70 foot strip and would ask the Inspector to take my evidence fully into account when coming to a decision.

My greatest wish is to put any past grievances behind us and to rebuild relationships with the Queens Gate Gardens Committee.

Whilst I have been advised that the unilateral undertaking is strictly unnecessary and that this Appeal will be decided for better or worse on matters of fact and law, the Undertaking is offered in good faith and with the intention that the contribution should be applied for the benefit of all residents.





**APPENDICES RELATING
TO STATEMENT OF
MR KHALID MOHAMMED AFFARA**





NAME: MARTIN COY

THE DIRECTORATE OF PLANNING SERVICES

DATE: _____

MAIN TELEPHONE NUMBER: 0171 937 5464

DIRECT LINE: 0171 361

FAX NUMBER (if different from below): _____

THE ROYAL
BOROUGH OF



KENSINGTON
AND CHELSEA

TO

NAME: ARAB INVESTMENTS LTD

OF: _____

ADDRESS: _____

_____ POSTAL CODE _____

FAX NUMBER: _____

NUMBER OF PAGES TO FOLLOW: 1

COMMENTS AND/OR INSTRUCTIONS (if any)

RE: CAMPBELL COURT.

OUR FAX NUMBER IS: 071 361 3463



Just to confirm that the Royal Borough will not be pursuing enforcement action in regard of the landscaped garden square area at the rear of Campbell Court. No material change of use has taken place., and this case is closed. Martyn Coy.



LEGAL SERVICES

THE TOWN HALL, HORNTON STREET, LONDON W8 7NX

DIRECTOR OF LEGAL SERVICES

A.G.PHILLIPS LLB, SOLICITOR

Davies Arnold Cooper
Solicitors
LDE 172
F.A.O. Mr C A Rees

TELEPHONE 0171-361-2617

FACSIMILE 0171-361-3488

DX 84015 Kensington High Street 2

INTERNET tcljz@rbkc.gov.uk

BY FAX 0171 353 6396

17 April 1998

THE ROYAL
BOROUGH OF



KENSINGTON
AND CHELSEA

My reference:
JZ/PDEV/GEN

Your reference:
386.JZ164.LET

or:
ci

Dear Mr Rees,


RE: CAMPBELL COURT

Thank you for your letter dated 16 April concerning the above. Please accept my apologies for not providing you earlier with a formal response.

I am now able to confirm that the Executive Director, Planning and Conservation is satisfied that the landscaping works to the land at the rear of Campbell Court and more fully described in related correspondence does not constitute development and consequently no enforcement action is contemplated.

A copy of this letter will be placed on the planning file for future reference. I confirm that this matter is now closed.

Yours sincerely,


John Zakowski
for Director of Legal Services

c.c. M. Coy Planning



CAMPBELL COURT PROPERTY MANAGEMENT

CAMPBELL COURT, QUEENSGATE GARDENS, LONDON SW7 4PD

Telephone: 01-589 4054

10 February 1988

Mrs R Peake OBE
22 Queensgate Gardens
London
SW7

Dear Mrs Peake

With reference to your account dated 6 January 1988 in respect of Garden Subscription, I regret that it is not within my authority to authorise the payment of a sum double that previously paid.

As you are no doubt aware the manager of a service charge account is restricted as to the degree of excess that they may pass on to the lessees and this only after full consultation resulting in the majority of the lessees approval to such an excess could a payment be made. The sum of £1,700.00 the agreed contribution from Campbell Court Flats towards the upkeep of the gardens must therefor remain in force until an amended figure is approved which will come into force as far as our accounting period is concerned on 24 June 1988.

When the new budget is under consideration I shall be only too happy to approach all lessees as to whether they are in agreement to pay the doubled subscription, in which case I shall be happy to arrange to collect direct from individual lessees and pay the aggregate of the sum collected to your committee.

I believe I am right in saying that the amount of an annual subscription under the appropriate act must directly relate to the cost of maintaining the garden square and the 100% increase does not appear to be reflected in your healthy account for last year.

So that you may not be short of funds in the meantime I have authorised the payment of the usual annual subscription of £1,700.00 and a cheque for this amount is enclosed. Please acknowledge receipt.

Yours sincerely

Andrew Clark, F.R.I.C.S.

THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

PLANNING CONTROL SERVICE
(Complaint Investigation)

(H)

78

Report No:
Date: 9.10.87
Ref:

Site: Campbell Court, Gloucester Road
1/10 QUEEN'S Gate Gardens, S.W.7

Complaint: lawn and trees being dug up -

Source: Mr H³⁷²⁻⁰⁰⁵⁵ Cullen - local resident + residents of Campbell Court

Mr Holm's
584-7639
402-8892

Report:

9.10.87 Site visit. Lot of lawn on either side of front drive have been dug up. Mike ~~W~~ Walsh visited later in the afternoon and confirmed that the works are permitted development. Informed Mr Holm's, who may take the matter further. Mr Cullen - owner of the building - is very unhelpful & doesn't communicate with his tenants. There are only 12 persons & tenants, the rest are Middle Eastern summer visitors.

N/A - works are P.D. Aff. 11.10.87

Further action:



SCHEDULE

OFFICIAL USE ONLY

REFERENCE: PV/TP/85/0390/G/19/240

Date of Application: 08/03/85

Completed: 18/03/85

Revised: 08/05/85

Type: Conditional

Personal / Limited: -

Unwin Jones + Associates,
12 Spencer Street,
Carlisle, CA1 1BG

DEVELOPMENT

Erection of an extension to the 8th floor penthouse flat at 8th and 9th floor level to provide additional living accommodation, at FLAT 68, CAMPBELL COURT, 1-10 QUEENS GATE GARDENS, KENSINGTON, S.W.7, as shown on submitted drawings Nos. TP/85/0390 and TP/85/0390A, Applicant's drawing Nos. 1028/6, /7, /16A and /17.

CONDITIONS

1. All new or replacement external work shall be carried out in materials that resemble, as closely as possible, in colour and texture, those of the existing building. (C.9)
2. The development to which this permission relates shall be begun before the expiration of five years from the date of this permission. (C.22)
3. No water tank, lift motor room or other roof structure shall be erected which rises above the level of the roof hereby approved. (C.34)
4. The premises subject of this permission shall not be used at any time for any purpose specified in Section 25 of the Greater London Council (General Powers) Act, 1973, shall not be used for any purpose specified in Section 5 of the Greater London Council (General Powers) Act, 1984, and shall not be used at any time for the purpose of holiday lettings (explanatory note: this condition prohibits the use of the premises for the purposes of temporary sleeping accommodation for periods of less than 90 days, and prohibits use for time sharing and holiday lettings). (C.48)
5. All elevational alterations shall be carried out exactly in the manner indicated on drawings hereby approved. (C.50)
6. No demolition, construction or building works in connection with this permission shall be carried out between the hours of 6.30 p.m. and 8.00 a.m. the following day (Monday - Friday) nor between the hours of 1.00 p.m. Saturday and 8.00 a.m. the following Monday. (C.54)

24 MAY 1985

T.P.6a

THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA



E.A. Sanders ARICS
Borough Planning Officer
Telephones: (01) 937 5464
Extension:

Department 705
The Town Hall,
Hornton Street,
London,
W8 7NX

Dear Sir (Madam),

22 MAY 1985

Town and Country Planning Act, 1971
Town and Country Planning General Development Order, 1977
Permission for development (Conditional)

The Borough Council hereby permit the development referred to in the Schedule overleaf, subject to the conditions set out therein and in accordance with the plans submitted, save insofar as may otherwise be required by the said conditions.

This permission does not purport to convey any approval, consent, permission or licence under any Acts, Byelaws, Orders or Regulations other than those quoted above, and nothing herein shall be regarded as dispensing with compliance therewith or deemed to be an approval, consent, permission or licence thereunder.

Your particular attention is drawn to the provisions of the London Building Acts, 1930-1939, and the Byelaws in force thereunder which must be complied with to the satisfaction of the District Surveyor, whose address, in case of doubt, may be obtained from this office.

I would also remind you that the Council's permission does not modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting the land or the rights of any persons entitled to the benefits thereof.

In accordance with the provisions of Article 7(7)(a) of the Town and Country Planning General Development Order, 1977, your attention is drawn to an applicant's rights arising from the refusal of planning permission, or the grant of permission, subject to conditions, as follows:

- (1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 36 of the Town and Country Planning Act, 1971, within six months of the receipt of this notice. (Appeals must be made on a form which is obtainable from the Secretary of State for the Environment, Tollgate House, Houlton Street, Bristol, BS2 8QJ) The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of a local planning authority was based on a direction given by him.
- (2) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Common Council, or on the Council of the county borough, London borough or county district in which the land is situated, as the case may be, a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act, 1971.
- (3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 169 of the Town and Country Planning Act, 1971.

Yours faithfully,

E.A. Sanders
Borough Planning Officer

The Applicant,
(or Applicant's Agent)
as named on the reverse,

P.T.O.

7. The alterations hereby approved shall be used solely for the purpose of single family occupation.

REASONS FOR THE IMPOSITION OF CONDITIONS

1. To ensure that the external appearance of the building is satisfactory. (R.5)
2. To prevent an accumulation of permissions which have not been acted upon, and as required by Section 41 of the Town and Country Planning Act, 1971. (R.13)
3. To ensure that the external appearance of the building is satisfactory. (R.5)
4. To ensure the permanent retention of the accommodation for normal residential purposes. (R.21)
5. To ensure that the external appearance of the building is satisfactory. (R.5)
6. To safeguard amenities. (R.10)
7. To safeguard the amenities of nearby residents. (R.20)

INFORMATIVES

1. Refuse storage accommodation and access thereto must be provided to the Council's satisfaction. You are therefore advised to consult with the Director of Engineering and Works Services, Central Depot, Warwick Road, W14. (01-373-6099) who has a code of practice available. Advice can also be given on certain aspects of industrial and commercial waste, as well as household waste. The Council operates a trade refuse service on a rechargeable basis. (I.3)
2. Your attention is invited to the provisions of the London Building Acts, 1930-39, and the By-laws in force thereunder, which must be complied with to the satisfaction of the District Surveyor (01-373-7702). (I.12K)

85/0390 :2

YALAN

SCHEDULE OF MAJOR WORKS

1. Installation of CCTV cameras 1984/85 – spent £21,118.
2. Date of marble cladding – eight months contract - 1985
3. Installation of new lifts – 1985
4. Date of upgrading entrance hall – six month contract 1985
5. Date moved from Tilney Street to Campbell Court new offices move 1986 – this became Management Office
6. Construction of roof top extension to Flat 68 1986 – Planning Permission dated 22.5.85
7. Date of Roof Flooring/rails – six months contract 1986
8. Back wall work & front – six months contract 1986
9. Carpets 1986
10. Installation of water tank – 1988
11. Erection of railings on Gloucester frontage – 1990
12. Erection of rear extension to extend office and foyer area - 1995
13. Complete re-surfacing of existing front car spaces
14. Railings and landscaping works, laurel hedgerows established, lay new lawns, ornamental brickwork and work to borders - 1997

GARDEN SUBSCRIPTIONS FOR CAMPBELL COURT TENANTS

Garden Subscriptions as at 1987/8 – (68) = 100% of all Campbell Court Residents

Garden Subscriptions as at 1998/9 – (22) = 32% of all Campbell Court Residents.



OFFICE COPY OF REGISTER ENTRIES

This office copy shows the entries subsisting on the register on **23 September 1998**.
This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.113 of the Land Registration Act 1925 this copy is admissible in evidence to the same extent as the original.

Issued on 24 September 1998 by HM Land Registry.

This title is administered by the Birkenhead District Land Registry.

HM Land Registry

Title Number : LN216809

Edition Date : 2 September 1996



A: Property Register

containing the description of the registered land and the estate comprised in the Title.

GREATER LONDON

LONDON BOROUGH

KENSINGTON AND CHELSEA

1. (16 February 1962) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Campbell Court, Queen's Gate Gardens.
2. A new filed plan based on the latest revision of the Ordnance Survey Map has been substituted for the original plan.

B: Proprietorship Register

stating nature of the title, name and address of the proprietor of the land and any entries affecting the right of disposal

Title Absolute

1. (10 April 1984) Proprietor(s): CAMPBELL COURT PROPERTY INC of 4 Tilsey Street, London W1.
2. (4 February 1993) RESTRICTION: Except under an order of the Registrar no disposition by the proprietor of the property is to be registered without the consent of the proprietor for the time being of (the charge hereby created) provided that this Restriction shall not apply to any dealings or dispositions of whatsoever nature with regard to Flats 2 to 11, 14 to 26, 28, 30 to 33, 35 to 43, 46 to 48, 50 to 58, 60 and 62 to 69 inclusive comprised in the Property.

Schedule of Notices of Leases continued

	Registration date and plan ref.	Property description	Date of lease and Term	Lessee's Title
11.	17.12.1971 10	21 Campbell Court (second floor flat)	26.11.1971 99 years from 24.6.1970	NGL188442
12.	20.12.1971 12	38 Campbell Court (fourth floor flat)	3.12.1971 99 years from 24.6.1970	NGL188558
13.	2.2.1972 14	54 Campbell Court (sixth floor flat)	21.1.1972 99 years from 24.6.1970	NGL193464
14.	30.3.1972 16	66 Campbell Court (seventh floor flat)	23.3.1972 99 years from 24.6.1970	NGL199768
15.	9.5.1972 18	47 Campbell Court (fifth floor flat)	2.5.1972 99 years from 24.6.1970	NGL202459
16.	11.5.1972 19 and 20	65 Campbell Court (seventh floor flat) and car parking space 2 in north garage	28.2.1970 99 years from 25.12.1969	NGL202599
17.	30.5.1972 21	39 Campbell Court (fourth floor flat)	19.5.1972 99 years from 24.6.1970	NGL203839
18.	7.6.1972 22	32 Campbell Court (fourth floor flat)	10.5.1972 99 years from 24.6.1970	NGL204401
19.	19.7.1972 23	60 Campbell Court (seventh floor flat)	24.6.1972 99 years from 24.6.1970	NGL207446
20.	25.7.1972 24	43 Campbell Court (fifth floor flat)	7.7.1972 99 years from 24.6.1970	NGL207825
21.	27.7.1972 25	51 Campbell Court (sixth floor flat)	13.7.1972 99 years from 24.6.1970	NGL208046
22.	10.7.1972 27	10 Campbell Court (first floor flat)	20.6.1972 99 years from 24.6.1970	NGL206701
23.	28.7.1972 26	52 Campbell Court (sixth floor flat)	21.7.1972 99 years from 24.6.1970	NGL208159
24.	10.8.1972 28	42 Campbell Court (fifth floor flat)	31.7.1972 99 years from 24.6.1970	NGL208816
25.	9.10.1972 30	2 Campbell Court, (ground floor flat)	19.9.1972 99 years from 24.6.1970	NGL212349

Schedule of Notices of Leases continued

	Registration date and plan ref.	Property description	Date of lease and Term	Lessee's Title
41.	26.2.1975 48	63 Campbell Court (seventh floor flat)	28.1.1975 99 years from 24.6.1970	NGL256975
42.	11.6.1975 49	5 Campbell Court (first floor flat)	5.6.1975 99 years from 24.6.1970	NGL262594
43.	10.9.1975 50	7 Campbell Court (first floor flat)	4.7.1975 99 years from 24.6.1970	NGL267706
44.	9.10.1975 51	31 Campbell Court (third floor flat)	26.9.1975 99 years from 24.6.1970	NGL269493
45.	10.10.1975 52	40 Campbell Court (fourth floor flat)	2.10.1975 99 years from 24.6.1970	NGL269664
46.	12.1.1976 53	56 Campbell Court (sixth floor flat)	26.11.1975 99 years from 24.6.1970	NGL275139
47.	4.2.1976 54	18 Campbell Court (second floor flat)	28.1.1976 99 years from 24.6.1970	NGL276627
48.	24.3.1976 55	30 Campbell Court (third floor flat)	9.2.1976 99 years from 24.6.1970	NGL279342
49.	1.6.1976 56	16 Campbell Court (second floor flat)	3.5.1976 99 years from 24.6.1970	NGL283195
50.	13.8.1976 57	58 Campbell Court (sixth floor flat)	12.7.1976 99 years from 24.6.1970	NGL287565
51.	5.8.1977 58	33 Campbell Court (fourth floor flat)	28.7.1977 99 years from 24.6.1970	NGL309765
52.	22.8.1977 59	50 Campbell Court (sixth floor flat)	10.8.1977 99 years from 24.6.1970	NGL310759
53.	1.9.1977 60	19 Campbell Court (second floor flat)	26.8.1977 99 years from 24.6.1970	NGL311415
54.	20.7.1978 61	6 Campbell Court (first floor flat)	28.6.1978 99 years from 24.6.1970	NGL333504

Schedule of Notices of Leases continued

<i>Registration date and plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
66:125.6.1996 73	Basement storage room	14.12.1995 25 years from 14.12.1995	BGL16865

END OF REGISTER

NOTE: A date at the beginning of an entry is the date on which the entry was made in the Register.

SCHEDULE

OFFICIAL USE ONLY

REFERENCE: PV/TP/85/0390/G/19/240

Date of Application: 08/03/85

Completed: 18/03/85

Revised: 08/05/85

Type: Conditional

Personal / Limited: -

Unwin Jones + Associates,
12. Spencer Street,
Carlisle, CA1 1BG

DEVELOPMENT

Erection of an extension to the 8th floor penthouse flat at 8th and 9th floor level to provide additional living accommodation, at FLAT 68, CAMPBELL COURT, 1-10 QUEENS GATE GARDENS, KENSINGTON, S.W.7, as shown on submitted drawings Nos. TP/85/0390 and TP/85/0390A, Applicant's drawing Nos. 1028/6, /7, /16A and /17.

CONDITIONS

1. All new or replacement external work shall be carried out in materials that resemble, as closely as possible, in colour and texture, those of the existing building. (C.9)
2. The development to which this permission relates shall be begun before the expiration of five years from the date of this permission. (C.22)
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24 MAY 1985

T.P.6a

THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA



E.A. Sanders ARICS
Borough Planning Officer
Telephone: (01)-937 5464
Extension:

Department 705
The Town Hall,
Hornton Street,
London,
W8 7NX

Dear Sir (Madam),

22 MAY 1985

Town and Country Planning Act, 1971
Town and Country Planning General Development Order, 1977
Permission for development (Conditional)

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- (2) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Common Council, or on the Council of the county borough, London borough or county district in which the land is situated, as the case may be, a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act, 1971.
- (3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 169 of the Town and Country Planning Act, 1971.

Yours faithfully,


Borough Planning Officer

The Applicant,
(or Applicant's Agent)
as named on the reverse,

P.T.O.

7. The alterations hereby approved shall be used solely for the purpose of single family occupation.

REASONS FOR THE IMPOSITION OF CONDITIONS

1. To ensure that the external appearance of the building is satisfactory. (R.5)
2. To prevent an accumulation of permissions which have not been acted upon, and as required by Section 41 of the Town and Country Planning Act, 1971. (R.13)
3. To ensure that the external appearance of the building is satisfactory. (R.5)
4. To ensure the permanent retention of the accommodation for normal residential purposes. (R.21)
5. To ensure that the external appearance of the building is satisfactory. (R.5)
6. To safeguard amenities. (R.10)
7. To safeguard the amenities of nearby residents. (R.20)

INFORMATIVES

1. Refuse storage accommodation and access thereto must be provided to the Council's satisfaction. You are therefore advised to consult with the Director of Engineering and Works Services, Central Depot, Warwick Road, W14. (01-373-6099) who has a code of practice available. Advice can also be given on certain aspects of industrial and commercial waste, as well as household waste. The Council operates a trade refuse service on a rechargeable basis. (I.3)
2. Your attention is invited to the provisions of the London Building Acts, 1930-39, and the By-laws in force thereunder, which must be complied with to the satisfaction of the District Surveyor (01-373-7702). (I.12K)

85/0390 :2

YALAN

SCHEDULE OF MAJOR WORKS

1. Installation of CCTV cameras 1984/85 – spent £21,118.
2. Date of marble cladding – eight months contract - 1985
3. Installation of new lifts – 1985
4. Date of upgrading entrance hall – six month contract 1985
5. Date moved from Tilney Street to Campbell Court new offices move 1986 – this became Management Office
6. Construction of roof top extension to Flat 68 1986 – Planning Permission dated 22.5.85
7. Date of Roof Flooring/rails – six months contract 1986
8. Back wall work & front – six months contract 1986
9. Carpets 1986
10. Installation of water tank – 1988
11. Erection of railings on Gloucester frontage – 1990
12. Erection of rear extension to extend office and foyer area - 1995
13. Complete re-surfacing of existing front car spaces
14. Railings and landscaping works, laurel hedgerows established, lay new lawns, ornamental brickwork and work to borders - 1997

GARDEN SUBSCRIPTIONS FOR CAMPBELL COURT TENANTS

Garden Subscriptions as at 1987/8 – (68) = 100% of all Campbell Court Residents

Garden Subscriptions as at 1998/9 – (22) = 32% of all Campbell Court Residents.



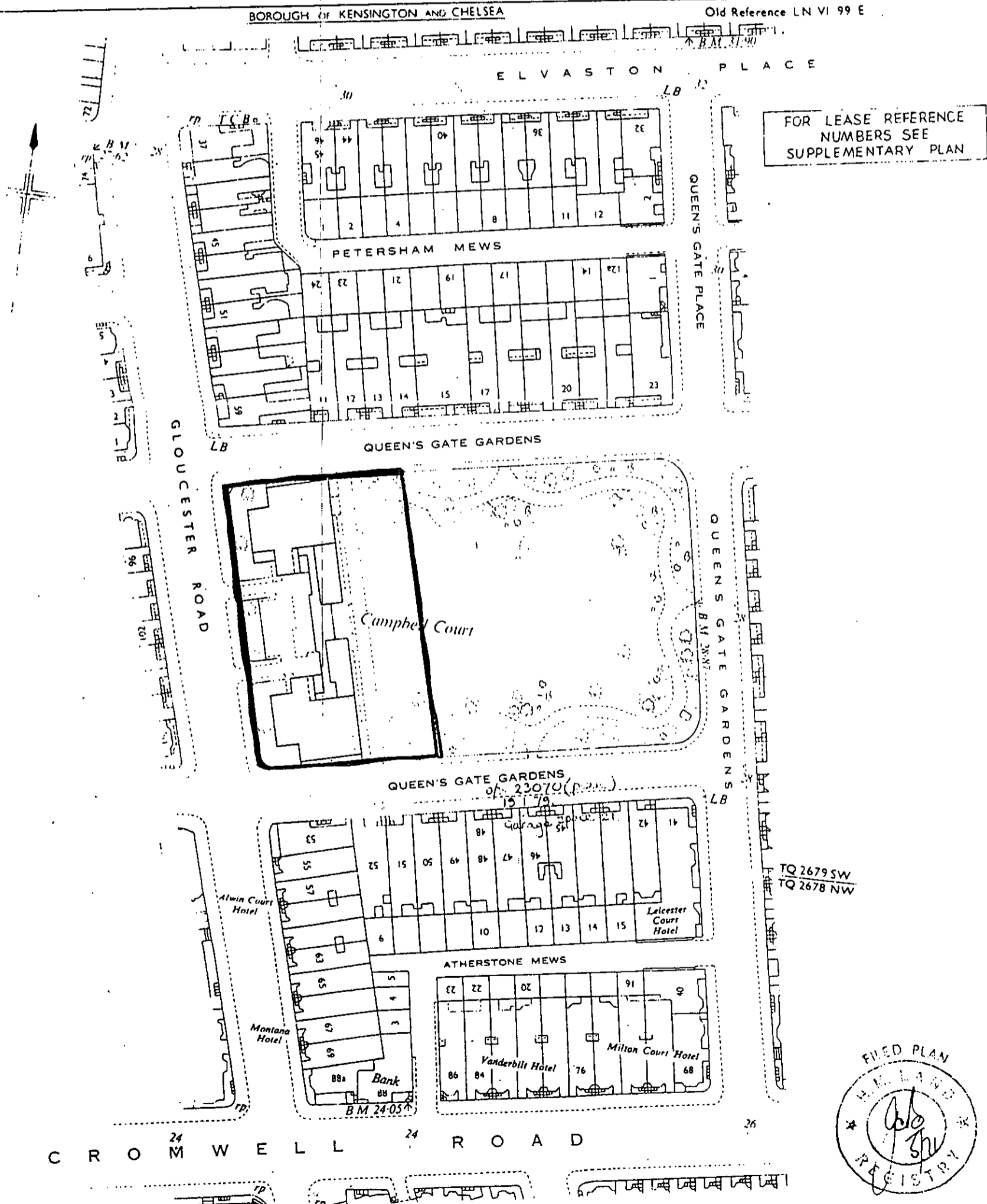


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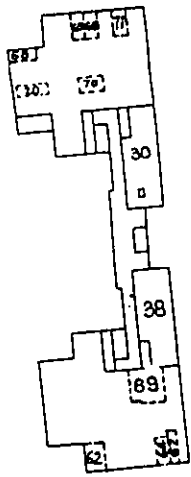
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H.M. LAND REGISTRY		TITLE NUMBER		
		LN 216809		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER LONDON		TQ 2679	K
Scale: 1/1250		© Crown copyright 1970.		

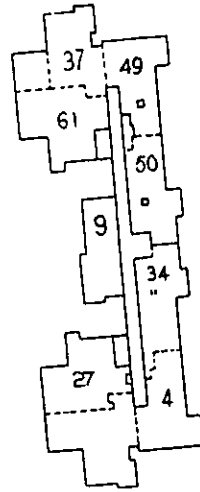


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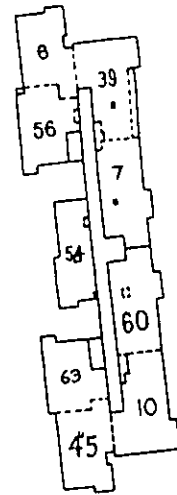
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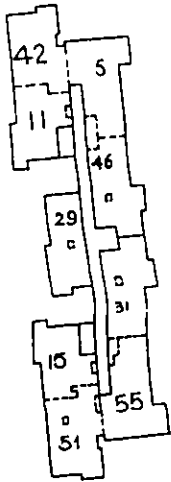
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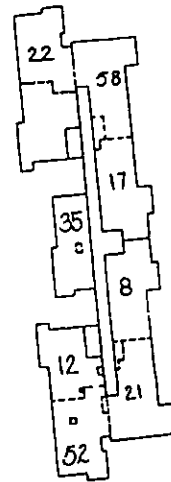
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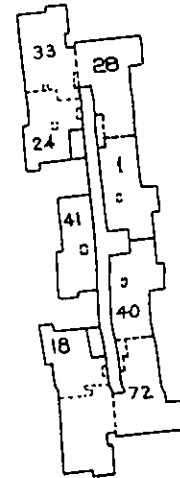
SECOND FLOOR



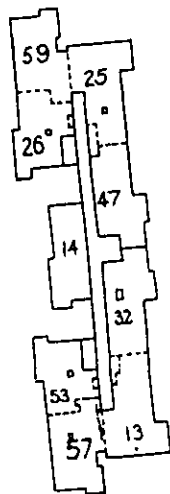
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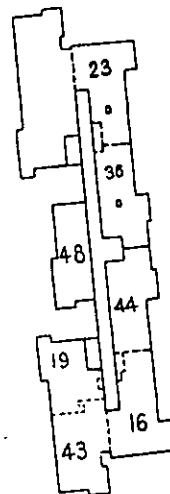
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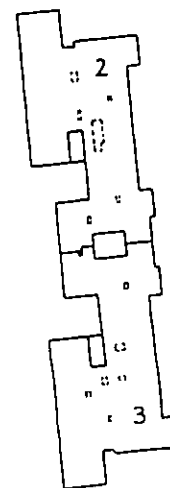
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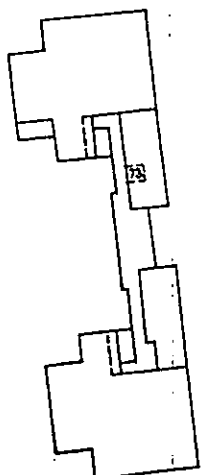
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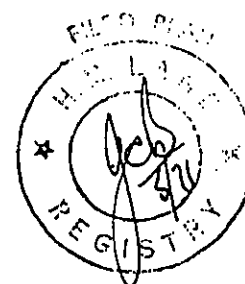


EIGHTH FLOOR



BASEMENT

SUPPLEMENTARY PLAN
TO THE FILED PLAN



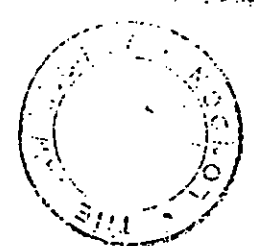
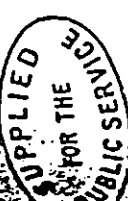
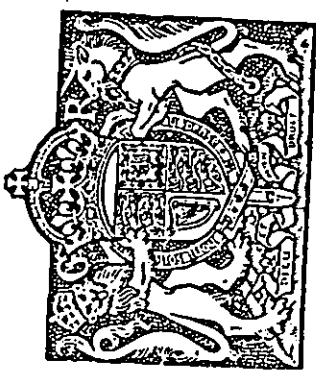
A.D. 1931.

The SCHEDULE referred to in the
foregoing Act.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY
BE TAKEN COMPULSORILY.

Area.	No. on deposited plans.	Description of property in book of reference.
Parish of Littlebury	2	Field.
	3	House and outbuildings garden ground and shed.
Parish of Romanby	11	Paddock and cart road.
	12	Orchard.
	13	Land pond and sheds.
Parish of Raskelf	4	Land and sheds.
	5	Orchard and garden ground.
	6	Pig-run and sheds.
	7	Field.
WIDENING (No. 2)		
RAILWAY (No. 2)		
WIDENING (No. 3)		
ADDITIONAL LANDS—LEA BRIDGE		
Borough of Leyton	2	Garden poultry run and shed.
	3	Bungalow and land.
	4	Bungalow land and shed.
	5	Bungalow.
ADDITIONAL LANDS—BROXTON		
Urban district of Hoddesdon	2	Land and drain.
	3	Occupation road.
	6	Land.

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CHAPTER xciii.

An Act to provide for the preservation and for A.D. 1931
restricting the user of certain squares gardens
and enclosures in the administrative county
of London and for other purposes.

[31st July 1931.]

WHEREAS the squares gardens and enclosures men-
tioned in the schedule to this Act are situate in
the administrative county of London and are free from
buildings or structures other than those which have been
erected thereon for or in connection with the use or
enjoyment of such lands as ornamental gardens pleasure
grounds and grounds for play rest or recreation:

And whereas the existence of the said squares
gardens and enclosures is of great benefit to the said
county by reason of the amenities arising thereby to the
inhabitants thereof and by reason of the advantages to
the health which are thereby afforded:

And whereas in the year one thousand nine hundred
and twenty-seven a royal commission was appointed "to
inquire and report on the squares and similar open
spaces existing in the area of the administrative county
of London with special reference to the conditions on
which they are held and used and the desirability of
their preservation as open spaces and to recommend
whether any or all of them should be permanently
safeguarded against any use detrimental to their
character as open spaces and if so by what means and
on what terms and conditions"

[Price 2s. 6d. Net.]

A.D. 1931.

And whereas the said commission made their report on the eleventh day of September one thousand nine hundred and twenty-eight whereby they recommended (inter alia) that subject to certain reservations contained therein it was desirable in the public interest that with certain exceptions referred to in that report all the enclosures described in Appendix III thereto and numbering four hundred and sixty-one enclosures should be preserved permanently as open spaces:

And whereas the squares gardens and enclosures set out in the schedule hereto are all enclosures described in the said appendix but do not include any of the enclosures so excepted as aforesaid:

And whereas it is expedient that subject as is mentioned in this Act the erection or placing of buildings, structures or erections on the squares gardens and enclosures described in the said schedule hereto and the use of the said squares gardens and enclosures for purposes other than those authorised by this Act should be prohibited as hereinafter provided in this Act and that such other provisions as are contained in this Act should be enacted:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1. This Act may be cited as the London Squares Preservation Act 1931.

2.—(1) In this Act except as otherwise expressly provided or unless the subject or context otherwise requires—

“the Council” means the London County Council;
“allotment garden” means any allotment not exceeding 40 poles in extent which is wholly or mainly cultivated by the occupier thereof for the production of vegetable or fruit crops for the consumption of himself or his family;

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“daily penalty” means a penalty in respect of every day on which the offence is continued after conviction therefor;

“enactment” includes any public general local or private Act and any rule regulation byelaw order scheme or award confirmed by or made under any Act;

“protected square” means and includes any garden or enclosure or unenclosed land mentioned in the schedule to this Act;

“owner” means in relation to any protected square or other land the person for the time being entitled to dispose on a sale (whether or not he can give a receipt for the consideration) of the fee simple thereof subject or not to any lease or tenancy (whether or not with the consent of another person) and the holder of a lease for a period of not less than sixty years unexpired and includes—

(a) trustees upon whom powers of sale and management have been conferred by section 29 of the Settled Land Act 1925; and

(b) a mortgagee who has appointed a receiver or taken possession but save as aforesaid does not include a mortgagee;

“street” has the meaning assigned to that term in the Metropolitan Management Acts 1855 to 1893;

“trust” and “trustee” have the same meanings as in the Trustee Act 1925 and “settlement”

“settled land” “tenant for life” “trustees of the settlement” “statutory owner”

“personal representative” “capital money” “trustee for sale” and “trust for sale” have

the same meanings as in the Settled Land Act 1925.

(2) Any reference in this Act to any enactment shall be construed as a reference to that enactment as amended extended or varied by or by virtue of any subsequent enactment including this Act.

3.—(1) Subject to the provisions of this Act a protected square shall not be used otherwise than for one or more of the following purposes (that is to say) the

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purpose of an ornamental garden pleasure ground or ground for play rest or recreation (in this Act referred to as "authorised purposes") and no building or other structure or erection shall be erected or placed on or over any protected square except such as may be necessary or convenient for or in connection with the use and maintenance of such square for one or more of the authorised purposes.

(2) Nothing in this section shall be deemed to prevent the owner or lessee of a protected square or of the subsoil of a protected square from using the subsoil of the protected square or any part thereof or permitting the same to be used for the construction and maintenance of underground works and underground buildings in a manner which will not interfere with the enjoyment or maintenance of the protected square for any of the authorised purposes or (with the consent of the Council and subject to such conditions as they may impose) from using so much of the surface as may be reasonably necessary and proper for the construction and maintenance of underground works and underground buildings and for the erection of temporary buildings and for entrances exits and ventilation shafts in relation to the said underground works and underground buildings. Provided that the Council shall not impose any condition except for preventing serious interference with the amenity of the protected square or the enjoyment or maintenance of the protected square for the authorised purposes.

(3) The Council shall within the period of two months from the date of the application for a consent of the Council under this section give notice in writing to the applicant of their consent to such application or of their refusal thereof or in any case in which the Council give a conditional approval to such application of such conditional approval and in any case in which the Council refuse their consent they shall intimate in writing to the applicant the grounds for their refusal.

(4) Any person dissatisfied with any such refusal or with any condition attached to any such consent of the Council may within two months of the intimation to him of the decision of the Council appeal against such refusal or condition and any such appeal shall be settled by arbitration.

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(5) The arbitrator shall consider the application made to the Council and may approve the same with or without conditions for preserving the surface of the protected square or may confirm or vary the refusal or condition appealed against and the decision of such arbitrator shall have effect as if it were the decision of the Council under subsection (2) of this section on the application the subject of such appeal but the arbitrator shall not give any decision which will permit any such use of subsoil or surface of a protected square as will in his opinion—

- (a) cause any material encroachment on the surface of the protected square; or
- (b) interfere seriously with the amenity of the protected square or the enjoyment or maintenance of the protected square for any of the authorised purposes;

unless he is satisfied that the encroachment or interference will be only temporary.

(6) Any person appealing against any decision of the Council under this section shall give notice in writing to the Council of such appeal.

(7) Nothing in this section shall prevent—

- (a) the use as an allotment garden or nursery garden of any protected square which was so used immediately before the commencement of this Act; or
- (b) the acquisition or use of any part of a protected square for the purpose of constructing widening or altering any street.

(8) Where by reason of the acquisition or use of any part of a protected square for the purpose of constructing widening or altering any street the area of the square available for the authorised purposes is so reduced as in the opinion of the Council to make it of little or no public advantage that any one or more of the provisions of this Act should continue to apply to the square as so reduced the Council may by order and subject to such conditions (if any) as they may thereby impose declare that such provisions shall cease to apply thereto and upon the making of any such order such provisions shall cease to apply to such square accordingly but any

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such conditions as may have been imposed by the Council as aforesaid shall (save so far as the Council may from time to time by order vary or discharge the conditions) apply and continue in force.

(9) Every person who contravenes or fails to comply with any of the foregoing provisions of this section or any condition imposed or order made thereunder shall be deemed to have committed an offence against this Act and (without prejudice to any other proceedings) shall be liable to a penalty not exceeding twenty pounds and to a daily penalty not exceeding the like amount.

(10) Notwithstanding anything contained in this or any other enactment (and without prejudice to any power of the Council or other remedy) injunctions for the enforcement of the provisions of this Act and the observance of any conditions imposed thereunder may be granted at the suit or upon the application of the Council and in any proceedings brought by the Council for that purpose the powers of the court shall include a power on the application of the Council to order the restoration of the square to as nearly as may be the state in which it was before the offence against this Act was committed in respect thereof including the removal of any building structure or erection which the court shall determine to have been erected or placed contrary to the provisions of this section.

(11) It shall be the duty of the Council to enforce the provisions of this section and the observance of any conditions imposed thereunder.

(12) Notwithstanding anything in any other enactment all penalties recovered under this Act shall be paid to the Council.

Exchange of
other lands
for pro-
tected
squares.

4.—(1) If at any time after the commencement of this Act the owner for the time being of any property of which a protected square forms part desires to rearrange such property or any part thereof in which any such square is situate and submits to the Council a proposal offering to exchange other land for the protected square or part thereof and such owner to the satisfaction of the Council secures the setting apart and laying out for any one or more of the authorised purposes of other land which having regard to its situation extent and amenities

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and the time at which it will be so set apart and laid out will in the opinion of the Council be a sufficient substitute for the protected square or part thereof (as the case may be) then the Council may by order declare that the provisions of this Act shall cease to apply to the protected square or part thereof (as the case may be) and thereupon such provisions shall cease to apply accordingly.

(2) So soon as any such other land has been so set apart and laid out as aforesaid to the satisfaction of the Council they shall make an order declaring that it has been so set apart and laid out and as from the date of such order the provisions of this Act shall apply to such other land in all respects as if the same were a protected square mentioned in Part I of the schedule to this Act.

(3) If any person who has submitted a proposal under this section is aggrieved by the refusal of the Council to allow the exchange thereby offered he may appeal to the Minister of Health whose decision shall be final and if upon any such appeal the Minister is satisfied that the setting apart and laying out for one or more of the authorised purposes of the other land proposed to be exchanged for the protected square has been satisfactorily secured and that the exchange ought to be permitted the Minister shall make an order authorising such exchange which shall have effect as if it had been an order made by the Council under subsection (1) of this section relating to the protected square or the part thereof (as the case may be) named in the order of the Minister.

5.—(1) The provisions of this section shall only apply to the protected squares specified in Part II and in Part III of the schedule to this Act. Provisions
as to com-
pensation.

(2) Not later than twelve months after the commencement of this Act any person who deems that his estate right or interest in any protected square is injuriously affected by the restrictions imposed by this Act affecting such protected square may give notice in writing to the Council of his intention to make a claim against the Council for compensation in respect of such injurious affection.

(3) Any person who shall have given notice as hereinbefore provided of his intention to make a claim

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against the Council for compensation may deliver such claim to the Council at any time:

Provided always that after the expiration of twelve months from the commencement of this Act the Council shall so soon as practicable (in any case in which they have received notice of intention to claim compensation under this Act from more than one person in respect of an estate right or interest in the same protected square and a claim for compensation has been made by one of such persons) require every other person who has given notice of intention to claim compensation in respect of an estate right or interest in the same square but has not delivered such claim to deliver such claim to the Council within three months from the receipt by him of such requisition by the Council:

Provided also that if any such other person shall object to such requisition on the ground that the right or interest in the protected square of the person who has made the claim is not well founded and sufficient to justify the Council in making the requisition such objection shall be referred to arbitration under the provisions of this Act and if the right of such person to make a claim be upheld by the arbitrator each person named in such requisition shall deliver his claim within three months after the service on him of notice of the award of the arbitrator but if the right of such person to make a claim be not upheld any other claims which may have been delivered to the Council in response to such requisition shall be deemed to be withdrawn without prejudice to the right of any person having delivered any such other claim to deliver a new claim as if the requisition of the Council had not been made.

(4) Any claim made under the provisions of this section shall contain particulars—

- (a) of the protected square in respect of which it is made and of the estate right or interest therein of the person making the same and the date of the document (if any) under which his right or interest became vested in him;
- (b) of any right or interest in the protected square granted by him and of the date of any document by which any such right or interest was granted; and
- (c) of the amount of compensation claimed.

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(5) No claim for compensation under this section shall be heard by the person to determine the same until after the expiration of eighteen months from the commencement of this Act nor unless the claims for compensation of all other persons claiming compensation under this section in respect of an estate right or interest in the same square shall be heard at the same time.

(6) In any case in which notice of intention to make a claim is given and a claim is made by any person in accordance with the foregoing provisions of this section and the Council and such person do not agree that compensation is payable or as to the amount of any such compensation the matter in dispute shall subject to the provisions of this section be referred to and determined by arbitration in accordance with the provisions of the Lands Clauses Acts as modified by the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919 as though it were a question of disputed compensation the determination of which is provided for by the last-mentioned Act unless the parties agree on some other method of determination. In estimating the amount of any such compensation the person determining the same shall have regard to the amount by which the estate right or interest in any other property of the person making the claim would be enhanced in value by reason of the protected square in respect of which or of an estate right or interest in which the compensation is claimed remaining a protected square.

(7) Within a period of six months from the date on which the amount of any compensation shall have been finally determined in respect of the estate right or interest of any person in a protected square the Council shall pay the same unless within that period they give notice in writing to such person either—

- (a) that they decline to pay the compensation determined and do not propose to make any order under the provisions of this section with reference to such protected square; or
- (b) that they decline to pay the compensation determined but propose to make an order (which they are hereby authorised to make) providing that this Act shall apply only to such part of such protected square as the Council may by such order define.

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In the event of the Council giving notice as aforesaid that they decline to pay the compensation determined and do not propose to make any order with reference to the protected square under the provisions of this section the compensation determined shall not be payable and the Council shall pay the costs incurred by the person in respect of whose estate right or interest the compensation was determined in connection with such determination and the provisions of this Act shall cease to apply to such protected square.

In any case in which the Council give notice as aforesaid that they decline to pay the compensation determined but propose to make such an order as aforesaid and in the event of the order referred to in such notice being made within six months from the date of such notice the compensation determined shall not be payable and the Council shall pay the costs incurred by the person in respect of whose estate right or interest the compensation was determined in connection with such determination and the provisions of this Act shall cease to apply to the part of the protected square which is not defined by such order of the Council.

(8) On any such order being made any person in respect of whose estate right or interest in such protected square compensation has been determined as aforesaid shall be entitled to make a further claim for compensation in respect of any injurious affection of his estate right or interest in such protected square by the restrictions imposed by this Act on the part of such protected square defined by the order and the foregoing provisions of this section (so far as applicable) shall apply to such further claim and to the making and determination thereof and to any compensation determined in respect thereof accordingly save that—

(a) any such claim shall be made within three months from the date of the order relating to the protected square in respect of which the claim shall be made; and

(b) no proceedings shall lie to enforce payment of any such compensation but unless the Council shall within six months from the date on which any such compensation shall have been finally determined pay the amount thereof to the

person entitled thereto the provisions of this Act shall cease to apply to the part of such protected square in relation to which such compensation was determined; and

(c) the Council shall not be entitled to make any further order under the provisions of this section with reference to such protected square.

(9) In any case in which proceedings are taken by any person as aforesaid or by the Council—

(a) to question the validity of any award of compensation; or

(b) to determine any question of law stated for the determination of the High Court by any person to whom any question of disputed compensation under this Act has been referred;

any period of six months referred to in this section shall be deemed to be a period of six months from the date on which such proceedings shall have been concluded or if any award shall be consequent on such proceedings shall be deemed to be a period of six months from the date on which such award is made.

(10) In any case in which—

(a) the Council pay any compensation determined under the provisions of this section in relation to any protected square or part thereof; or

(b) it is determined in accordance with the provisions of this section that no compensation is payable in respect of any estate right or interest in a protected square; or

(c) any person having any estate right or interest in any protected square agrees with the Council the amount of compensation payable to such person in respect of the injurious affection of his estate right or interest in such protected square or part thereof by the restrictions imposed thereon by this Act or that no compensation shall be payable in respect of such injurious affection of his said estate right or interest; or

(d) any person having any estate right or interest in any protected square fails to give notice of his intention to make a claim under the

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provisions of this section as hereinbefore provided or fails when so required by the Council to submit a claim in accordance with such provisions in relation to such estate right or interest;

the provisions of this section shall cease to apply to such protected square or part thereof or to such estate right or interest as the case may be.

(11) In any case in which the Council give to any person notice under the provisions of this section that they decline to pay the compensation determined in respect of any part of any protected square referred to in any such order of the Council as aforesaid the provisions of this Act shall as from the date of such notice cease to apply to the part of such protected square to which the notice relates.

(12) No compensation shall be payable in respect of any thing done or any contract made in regard to any protected square after the eleventh day of September one thousand nine hundred and twenty-eight if in the opinion of the arbitrator to whom the question of disputed compensation is referred such thing or contract was not reasonably necessary and was done or made with a view to obtaining or increasing compensation under this or any similar Act.

6. Money paid by way of compensation under this Act in respect of any estate right or interest in any protected square shall if the money is paid to a trustee or mortgagee be applied in like manner as if it were purchase money arising on the sale of the protected square under any trust or any statutory or other power for that purpose conferred on the trustee or mortgagee.

7.—(1) No person holding any estate right or interest as trustee in any protected square mentioned in Part II or Part III of the schedule to this Act which is held for charitable purposes and no person holding any estate right or interest in any such protected square in a fiduciary capacity shall be under any liability by reason of his failing to make a claim for compensation in respect of the injurious affection of any estate right or interest in such protected square by reason of any restrictions imposed thereon under any provision of this Act:

Provided that the foregoing indemnity shall not extend to trustees of a protected square within the jurisdiction of the Charity Commissioners for England and Wales or the Board of Education as the case may be unless such trustees have obtained from the said commissioners or board an order to the effect that a claim for compensation need not be made.

(2) Subject to the provisions of this Act where any estate right or interest in any protected square mentioned in Part II or Part III of the schedule to this Act is vested in a trustee the High Court may on the application of any person beneficially interested therein make an order directing the trustee to give notice of intention to claim and make a claim for compensation under this Act and to claim compensation thereunder in respect of any such estate right or interest therein as aforesaid which is injuriously affected by this Act and in any such order the High Court may give such directions as to the court may seem just as to payment of the costs of the application to the court and of any proceedings for making and enforcing such claim which may not be payable by the Council.

(3) Where the protected square or part of the square (whether held in fee simple or for a leasehold interest) in respect of which notice of intention to claim and the claim is to be given or made is—

(a) settled land the notice and claim shall be given and made by the tenant for life statutory owner personal representative or other person in whom the settled land is vested (as representing all persons interested under the settlement) and the compensation (if any) payable shall be treated as capital money arising under the Settled Land Act 1925 and shall be paid to the trustees of the settlement or to the personal representative (as the case may require) and the costs of giving the notice and making the claim may be raised and paid out of capital money arising under the said Act or other property held on the trusts of the settlement; or

(b) held on trust for sale the notice and claim shall be given and made by the trustees for sale (as representing all persons interested in the proceeds of the sale and the rents and profits

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until sale) and the compensation (if any) payable shall be treated as proceeds of sale and paid to the trustees for sale and the costs of giving the notice and making the claim may be raised and paid out of any property held on the same trusts as the proceeds of sale; or

- (c) vested in personal representatives the notice and claim shall be given and made by them (as representing all persons interested in the estate of the deceased) and the compensation (if any) payable shall be paid to the personal representatives and the costs of giving the notice and making the claim may be raised and paid out of other property held on the same trusts as the said square or part thereof.

Nothing in this subsection affects the right of any person not represented as aforesaid to give notice of and to make a claim in respect of his interest in the said square or part thereof.

(4) Nothing in this Act shall affect the right of a mortgagee to require that—

- (a) compensation when received shall be applied in or towards satisfaction of his mortgage money and interest; or
- (b) notice (when applicable) shall be given of an intention to claim and a claim for compensation shall be made.

8.—(1) The corporation may contribute to any expenditure incurred by the Council under the provisions of this Act in respect of any protected square situated within the city and the council of any metropolitan borough may contribute to any such expenditure incurred in respect of any protected square in their metropolitan borough.

(2) Any contribution paid by the corporation under the provisions of this section may be paid by them out of the general rate of the corporation may if they think fit borrow for the purpose of paying any such contribution any sum or sums which they may think requisite on the credit of the said general rate and any such sum or sums may be borrowed by any one or more of the modes referred to in the Local Loans Act 1875

and that Act shall apply accordingly and for the purposes of that Act the corporation acting through the common council shall be a local authority.

(3) For the purpose of paying to the Council any such contribution the council of any metropolitan borough may borrow the requisite moneys and for the purpose of securing the repayment with interest of any money so borrowed any such council may mortgage and assign all or any of the moneys or rates authorised to be raised or levied by them under the Metropolitan Management Act 1855 and any borrowing by a borough council under this section shall be subject in all respects to the provisions of sections 183 to 189 of the said Act of 1855. Provided that all moneys borrowed by the council of any metropolitan borough under the powers of this section shall be repaid within a period not exceeding sixty years from the date of borrowing.

(4) For the purposes of this section "the corporation" means the mayor and commonalty and citizens of the city of London "the common council" means the mayor aldermen and commons of the city of London in common council assembled "the city" means the city of London and "the general rate" means the general rate of the city.

9.—(1) The Council on the one hand and the owner of any protected square or any person interested therein on the other hand may enter into and carry out agreements with reference to any matter which may be the subject of an order made by the Council under any provisions of this Act and matters incidental thereto and in the case of any protected square mentioned in Part II or Part III of the said schedule as to the payment of any compensation claimed by any such owner or other person as aforesaid under any provisions of this Act and matters incidental thereto and any such agreement may provide for such owner or other person as aforesaid foregoing compensation to which he might otherwise be entitled under this Act or for a reduction being made in any such compensation in consideration of the provisions of this Act or some of them ceasing to apply to such part of any protected square as shall be specified in such

Contribu-
tions by
City Corpo-
ration and
other local
authorities.

Agreements
between
Council and
owners.

A.D. 1931. agreement and on any such agreement being made by which it is provided that the provisions of this Act shall cease to apply to a part of any protected square such provisions shall cease to apply thereto accordingly. Provided that any agreement affecting land held upon charitable ecclesiastical or public trusts shall only be made with such consents as would have been requisite in the case of a sale of such land or when authorised by an order of the High Court.

(2) Any such agreement may in particular and without prejudice to the generality of the foregoing subsection apply and extend to—

(a) the use of part of a protected square for ways for access to buildings erected on any other part thereof or to buildings surrounding or near to a protected square or any land to be laid out under the provisions of the section of this Act of which the marginal note is "Exchange of other lands for protected squares";

(b) the extension of the period within which notice must be given under subsection (2) of the section of this Act of which the marginal note is "Provisions as to compensation" or of the period of three months referred to in the first proviso to subsection (3) of that section.

Certificate
that Act has
ceased to
apply.

10. A copy of any order made by the Council or the Minister of Health under the provisions of the section of this Act of which the marginal note is "Exchange of other lands for protected squares" or of any order made by the Council under the section of this Act of which the marginal note is "Protection of squares" certified by the clerk of the Council or a certificate purporting to be under his hand that the provisions of this Act have ceased to apply to any protected square or part thereof under the provisions of the section of this Act of which the marginal note is "Provisions as to compensation" shall be admissible and received in all proceedings as evidence of any matter stated in such copy or certificate.

As to lands held for charitable purposes. 11. Nothing in this Act shall be deemed to authorise an agreement to be made relating to land within the jurisdiction of the Charity Commissioners for England

and Wales or the Board of Education or to the assessment of compensation in respect of any estate or interest in such land without the consent of the said commissioners or board as the case may be or the sanction of the High Court.

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and education
possession.

12. For the protection of the most noble Herbrand Arthur eleventh Duke of Bedford or other the owner for the time being of the protected squares known as Tavistock Square in the metropolitan borough of St. Pancras and Woburn Square in the metropolitan borough of Holborn and the persons deriving title under them (all of whom are in this section included in the expression "the owners") the following provisions shall unless otherwise agreed between the Council and the owners apply and have effect (that is to say):—

(1) Nothing in this Act shall derogate from or affect the provisions of section 65 of the London County Council (General Powers) Act 1909 or the agreement confirmed by that section a copy of which is set out in the Second Schedule to that Act and which relate (inter alia) to Tavistock Square:

(2) Nothing in this Act shall prevent the use of the whole or any part of the protected square known as Woburn Square in the metropolitan borough of Holborn for any purpose in connection with the development of the London University:

(3) In consideration of the provisions of this section which enure for the benefit of the owners it is hereby enacted that no claim shall be made under the provisions of this Act for compensation on account of any estate right or interest of the owners in the surface of Bedford Square or Woburn Square in the said metropolitan borough of Holborn or of Goldington Crescent in the said metropolitan borough of St. Pancras being injuriously affected by the restrictions imposed by this Act affecting such protected squares or any of them.

A.D. 1931.

13.—(1) The provisions of this Act shall not apply to the portions hereinafter in this subsection mentioned of the following protected squares therein set out (that is to say):—

Special provisions as to certain squares.

IN THE ROYAL BOROUGH OF KENSINGTON.

- | | |
|---|---|
| Miss Joan Campbell. | Ashburn Gardens. A strip on the northern side thereof of a uniform depth from that side of 70 feet. |
| | Queen's Gate Gardens. A strip on the western side thereof of a uniform depth from that side of 70 feet. |
| | Cranley Gardens. A strip on the eastern side thereof of a uniform depth from the said side of 30 feet. |
| | Evelyn Gardens (rear of Nos. 1 to 29 odd). A strip on the north-western side thereof of a uniform depth from the said side of 35 feet. |
| | Evelyn Gardens (rear of Nos. 2 to 30 even). A strip on the south-eastern side thereof of a uniform depth from the said side of 45 feet. |
| | Onslow Gardens (rear of Nos. 1 to 8 and 17A to 24). Strips on the north-eastern and south-western sides thereof of a uniform depth from such sides respectively of 25 feet. |
| The trustees under the will of Henry Smith. | Onslow Gardens (rear of Nos. 50 to 78 even). A strip on the south-western side thereof of a uniform depth from such side of 30 feet. |
| | Onslow Gardens (rear of Nos. 80 to 92 even). A strip on the south-western side thereof of a uniform depth from that side of 30 feet. |
| | Onslow Square (western portion). A strip on the north-eastern side thereof of a uniform depth from that side of 20 feet. |

IN THE METROPOLITAN BOROUGH OF PADDINGTON.

- | | |
|--|--|
| The Paddington Estate Trustees and the Ecclesiastical Commissioners for England. | Cleveland Square. A strip on the north-western side of a uniform depth from that side of 20 feet. |
| | Gloucester Square. Two strips one on the north-eastern side and the other on the south-western side thereof each strip of a uniform depth from such sides respectively of 20 feet. |
| | Porchester Square. A strip on the northern side of a uniform depth from that side of 20 feet. |

(2) The provisions of the section of this Act of which A.D. 1931. the marginal note is "Provisions as to compensation" shall not apply to—

- (a) any rights or interests in any part of the protected squares which are mentioned in the last preceding subsection of the persons whose respective names are set out in that subsection opposite to such protected squares respectively and their successors in title to such rights or interests; or
- (b) any rights or interests in the protected squares mentioned in this subsection of the persons whose respective names are set out opposite such protected squares respectively and their successors in title to such rights or interests (that is to say):—

IN THE CITY OF WESTMINSTER.
The most noble Hugh Richard Arthur Duke of Westminster { Eccleston Square.
St. George's Square.

IN THE METROPOLITAN BOROUGH OF CHELSEA.
Sir Samuel Edward Scott and Messieurs Coutts and Company trustees of the Cadogan Settled Estates. { Cadogan Gardens (three enclosures).
Cadogan Square.
Carlyle Square.
Hans Place.
Tedworth Square.
Trafalgar Square.
Lennox Gardens.

The trustees under the will of Henry Smith.

IN THE ROYAL BOROUGH OF KENSINGTON.
The trustees under the will of Henry Smith. { Egerton Crescent.
Egerton Place (front enclosure).
Onslow Square (eastern portion).
Pelham Crescent.
Stanhope Gardens.

The trustees under the will of the late Right Honourable Charles Joseph Leicester Earl of Harrington.
Miss Joan Campbell.

IN THE METROPOLITAN BOROUGH OF PADDINGTON.
The Paddington Estate Trustees and the Ecclesiastical Commissioners for England. { Thurloe Square.
Cambridge Square.
Cleveland Gardens (central area).
Connaught Square.
Hyde Park Square.
Norfolk Crescent.
Oxford Square.
Sussex Gardens (triangular).
Sussex Square.

A. D. 1931.

IN THE METROPOLITAN BOROUGH OF STERNEY.
The Wardens and Commonalty of the
Mystery of Mercers of the city of
London.

(3) The Council and any person named in sub-section (1) of this section and his successors in title to any protected square therein mentioned or to any right or interest in such protected square may enter into and carry out agreements providing for the variation of any provisions of the said subsection (1) in relation to any such protected square right or interest but no such agreement shall affect the rights or interests of any person not being a party thereto save where the contracting party has power under this Act (but independently of this section) to represent other persons interested.

(4) If any question shall arise between the Council and any person named in the said subsection (1) or his successors in title to any protected square in such sub-section mentioned or to any right or interest in any such protected square with reference to the position of the area of such protected square to which this Act is not to apply such question shall be settled by arbitration.

Saving for war memorials.

14. Nothing in this Act shall derogate from or affect any rights or powers conferred by section 58 (Provision of war memorial on lands in St. Marylebone) of the London County Council (General Powers) Act 1928.

For protection of Inns of Court.

15.—(1) Notwithstanding anything contained in this Act the provisions thereof shall not apply to any protected square mentioned in subsection (2) of this section or to any part thereof so long as such square or such part thereof remains the property of or is held in trust for the society mentioned in that subsection.

(2) The squares and societies hereinbefore referred to are—

Name of square.	Society.
(a) New Square Old Buildings and Old Square.	The Honourable Society of Lincoln's Inn.
(b) Middle Temple Gardens.	The Honourable Society of the Middle Temple.
(c) Inner Temple Garden.	The Honourable Society of the Inner Temple.
(d) Gray's Inn Gardens Gray's Inn Square and South Square.	The Honourable Society of Gray's Inn.

(3) If at any time after the commencement of this Act any protected square mentioned in subsection (2) of this section or any part thereof ceases to be the property of or to be held in trust for the society therein mentioned the provisions of this Act shall as from the date of such ceaser apply to that square or such part thereof as if in relation thereto the period of twelve months from the date of such ceaser had been referred to in subsection (2) and the first proviso to subsection (3) of the section of this Act of which the marginal note is "Provisions as to compensation" instead of the period of twelve months after or from the commencement of this Act.

16.—(1) Notwithstanding anything contained in this Act the provisions thereof shall not apply to the protected square known as Charterhouse Square or to any part thereof so long as such square or such part thereof remains the property of or is held in trust for the governors of Sutton's Hospital in Charterhouse.

(2) If at any time after the commencement of this Act Charterhouse Square or any part thereof ceases to be the property of or to be held in trust for the said hospital the provisions of this Act shall as from the date of such ceaser apply to that square or such part thereof as if in relation thereto the period of twelve months from the date of such ceaser had been referred to in subsection (2) and the first proviso to subsection (3) of the section of this Act of which the marginal note is "Provisions as to compensation" instead of the period of twelve months after or from the commencement of this Act.

17. The provisions of this Act shall not apply to any of the protected squares in the city of London known as Bridgewater Square Finsbury Circus and West Smithfield so long as such square remains the property of the mayor commonalty and citizens of the city of London and is maintained by them for the use and enjoyment of the public.

18. Nothing in this Act shall prevent the London Midland and Scottish Railway Company from using the following protected squares in the metropolitan borough of St. Pancras that is to say Amphill Square Camden Gardens Camden Square Euston Crescent and Euston

A.D. 1931.

Square for railway purposes other than the purpose of a dwelling-house.

Saving for certain railway companies.

19. Nothing in this Act shall prejudice or affect the rights powers privileges and authorities under any statute of the Metropolitan Railway Company or the Metropolitan District Railway Company or either of them either solely or as joint owners of the City Lines and Extension Railway authorised by the Metropolitan and District Railways (City Lines and Extensions) Act 1879 or of the London Electric Railway Company or any easement or right lawfully enjoyed or exercisable immediately before the passing of this Act by any of the said companies either solely or jointly.

For protection of Metropolitan Water Board.

20. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Council have effect (that is to say) :—

(1) Nothing in this Act shall—

(a) prevent the construction placing laying inspection maintenance repair removal or renewal from time to time by the board of mains pipes culverts manholes or other apparatus in connection with the supply of water—

(i) in any protected square belonging or leased to them at the date of the commencement of this Act; or

(ii) in any other protected square in pursuance of any easement or right enjoyed or exercisable by the board at the date of the commencement of this Act or of any statutory power existing at that date which would have been exercisable by the board if this Act had not been passed; or the use by the board of the subsoil of any protected square for any such purpose; or

(b) alter or affect any such easement right or statutory power as aforesaid:

Provided that the board shall not (except with the consent of the Council) execute

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any works in any protected square in such a manner as to interfere (otherwise than temporarily) with the amenity of the square or the enjoyment or maintenance of the same for the authorised purposes nor shall any work executed by the board in any such square be so executed as to be above the surface of the adjoining ground. Provided also that before executing any work which may affect any trees in any protected square the board shall consult with the Council and observe any reasonable requirement made by them to prevent damage to such trees by or in consequence of the execution of such work:

(2) The Council shall within the period of two months from the date of the application by the board for a consent of the Council under the proviso to subsection (1) of this section give notice in writing to the board of their consent to such application or of their refusal thereof or in any case in which the Council give a conditional approval to such application of such conditional approval and in any case in which the Council refuse their consent they shall in the notice of such refusal state the grounds thereof. No condition imposed by a consent given solely under the provisions of this section shall require payment of money to the Council:

(3) If the board are dissatisfied with any such refusal or with any condition attached to any such consent of the Council they may within two months of the intimation to them of the decision of the Council by notice in writing to the Council appeal against such refusal or condition in which case the subject matter of the appeal shall be settled by arbitration:

(4) The arbitrator may confirm or disallow with or without conditions or modifications any refusal or condition appealed against or vary any such condition and the decision of the arbitrator shall be final and binding upon

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A.D. 1931. Square for railway purposes other than the purpose of a dwelling-house.

Saving for certain railway companies.

19. Nothing in this Act shall prejudice or affect the rights powers privileges and authorities under any statute of the Metropolitan Railway Company or the Metropolitan District Railway Company or either of them either solely or as joint owners of the City Lines and Extension Railway authorised by the Metropolitan and District Railways (City Lines and Extensions) Act 1879 or of the London Electric Railway Company or any easement or right lawfully enjoyed or exercisable immediately before the passing of this Act by any of the said companies either solely or jointly.

For protection of Metropolitan Water Board.

20. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Council have effect (that is to say) :—

(1) Nothing in this Act shall—

(a) prevent the construction placing laying inspection maintenance repair removal or renewal from time to time by the board of mains pipes culverts manholes or other apparatus in connection with the supply of water—

(i) in any protected square belonging or leased to them at the date of the commencement of this Act; or

(ii) in any other protected square in pursuance of any easement or right enjoyed or exercisable by the board at the date of the commencement of this Act or of any statutory power existing at that date which would have been exercisable by the board if this Act had not been passed; or the use by the board of the subsoil of any protected square for any such purpose; or

(b) alter or affect any such easement right or statutory power as aforesaid:

Provided that the board shall not (except with the consent of the Council) execute

any works in any protected square in such a manner as to interfere (otherwise than temporarily) with the amenity of the square or the enjoyment or maintenance of the same for the authorised purposes nor shall any work executed by the board in any such square be so executed as to be above the surface of the adjoining ground. Provided also that before executing any work which may affect any trees in any protected square the board shall consult with the Council and observe any reasonable requirement made by them to prevent damage to such trees by or in consequence of the execution of such work:

(2) The Council shall within the period of two months from the date of the application by the board for a consent of the Council under the proviso to subsection (1) of this section give notice in writing to the board of their consent to such application or of their refusal thereof or in any case in which the Council give a conditional approval to such application of such conditional approval and in any case in which the Council refuse their consent they shall in the notice of such refusal state the grounds thereof. No condition imposed by a consent given solely under the provisions of this section shall require payment of money to the Council:

(3) If the board are dissatisfied with any such refusal or with any condition attached to any such consent of the Council they may within two months of the intimation to them of the decision of the Council by notice in writing to the Council appeal against such refusal or condition in which case the subject matter of the appeal shall be settled by arbitration:

(4) The arbitrator may confirm or disallow with or without conditions or modifications any refusal or condition appealed against or vary any such condition and the decision of the arbitrator shall be final and binding upon

A.D. 1931.

the board and the Council but the arbitrator shall not give any decision which will permit any use of subsoil of a square which will in his opinion cause otherwise than temporarily—

(a) any substantial encroachment on the surface of the square; or

(b) any serious interference with the enjoyment or maintenance of the square for any of the authorised purposes:

(5) The board when appealing against any decision of the Council under this section shall give notice in writing to the Council of such appeal.

Saving for
Lower
Grosvenor
Gardens.

21. Nothing in this Act shall prevent the erection or maintenance of statues or monuments with any rails or enclosures appurtenant thereto on the protected square in the city of Westminster known as Lower Grosvenor Gardens.

Provisions
as to Cadogan
Place.

22.—(1) Notwithstanding anything contained in this Act the owner of the protected squares in the metropolitan borough of Chelsea known as Cadogan Place (South) and Cadogan Place (North) and mentioned in Part II of the schedule to this Act may after the leasehold rights therein have expired or been determined at his discretion by notice in writing given to the Council select an area not exceeding two-fifths of each square for exclusion from the operation of this Act.

(2) The owner shall deliver with the said notice a plan of the selected area.

(3) If the Council allege by notice delivered to the owner within one month after the delivery to them of the notice and plan that the selected area exceeds the authorised quantity the matter in difference shall be submitted to arbitration under this Act.

(4) If the Council do not deliver such notice as aforesaid the area selected by the owner or if the Council deliver such notice the area determined by the arbitrator shall be excluded from the operation of this Act and the owner may use such area for any building purposes for which the same could have been used if this Act had not been passed.

(5) The provisions of the section of this Act of A.D. 1931. which the marginal note is "Provisions as to compensation" shall not apply to the rights and interests of the owner aforesaid in Cadogan Place (South) or Cadogan Place (North).

23. Save as by this Act expressly provided nothing contained in this Act shall be construed to alter or affect the inheritance or property of or in any protected square or any interest therein or any right power duty or authority relating to the maintenance management user or control thereof or any other right relating thereto.

Saving
rights in
protected
squares.

24.—(1) If a protected square or any part thereof or any interest therein is acquired compulsorily the restrictions imposed by this Act on the use of the surface and subsoil thereof shall not be taken into account in ascertaining the purchase money or compensation payable in respect of such compulsory acquisition but if any compensation has been paid under this Act in respect of the said restrictions the person receiving such purchase money or compensation for such compulsory acquisition shall pay to the Council an amount equal to the compensation paid under this Act in respect of such square or part thereof or interest therein or the proportionate amount of any compensation paid under this Act which may be reasonably considered to have been paid in respect of such square or part thereof or such interest therein.

Provision in
case of
future com-
pulsory
purchase.

(2) If any question arises between any such person and the Council under the foregoing provisions of this section such question shall be referred to and be determined by arbitration.

25.—(1) Any order made by the Council under the provisions of this Act may be rescinded amended or varied by a subsequent order of the Council made in like manner as the original order.

As to orders
notices &c.

(2) Where any notice or other document under this Act or any enactment incorporated therewith requires authentication by the Council the signature of the clerk of the Council or any officer duly authorised by him shall be sufficient authentication.

(3) Notices and other documents required or authorised to be served or given by the Council under

As to orders
notices &c.

A.D. 1931.

this Act may except as by this Act otherwise provided be served by post or by delivering the same to or at the residence of the person to whom they are respectively addressed or where addressed to the owner of premises by delivering the same or a true copy thereof to some person on the premises or if there is no person on the premises who can be so served by fixing the same on some conspicuous part of the premises. Provided that in the case of a company any such notice or document shall be delivered or sent by post addressed to the secretary of the company at its registered office or at its principal office or place of business. Provided also that in the case of a firm any such notice or document may be delivered or sent by post addressed to the firm by their firm name at their principal place of business and any notice or document so sent shall be deemed to have been delivered or sent to each member of the firm.

In proving service by post it shall be sufficient to prove that the notice or other document was properly addressed and put into the post.

(4) Any such notice as aforesaid which is required to be given to the owner of any premises may be addressed by the description of the "Owner" of the premises (naming them) in respect of which the notice is given without further name or description.

Arbitration.

26. Any question or difference which pursuant to this Act is to be settled by arbitration shall (except as otherwise provided by this Act) be referred to and determined by a sole arbitrator to be agreed upon between the parties in difference or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Surveyors' Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Recovery of demands.

27. Proceedings for the recovery of any demand made under the authority of this Act whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

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28. All penalties imposed or recoverable under this Recovery of Act may be recovered in a summary manner.

29. A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any rate.

30. The Council may expend on capital account Money to be for the purposes of this Act such money as they may from time to time think fit and may borrow or otherwise provide the whole or any part of the money required for those purposes in accordance with the provisions of the London County Council (Finance Consolidation) Act 1912.

31.—(1) The Council shall publish in the London Gazette notice of any order made by the Minister of Health or by them under the provisions of the section of this Act of which the marginal note is "Exchange of other lands for protected squares" or of any order made by them under the provisions of the section of this Act of which the marginal note is "Protection of squares."

(2) The Council shall keep proper records of all orders and payments of money by way of compensation made under this Act and of all protected squares to which or to any part of which the provisions of this Act shall cease to apply or to which the provisions of the section of this Act of which the marginal note is "Provisions as to compensation" shall cease to apply pursuant to the provisions of this Act.

32. The provisions of this Act shall be in addition to and not in derogation of the provisions of any other enactment prohibiting the erection of buildings on or restricting the user of any protected square.

33.—(1) Notwithstanding anything contained in this Act the provisions thereof shall not apply to the protected squares mentioned in Part III of the schedule to this Act or to any part of any such square so long as such square or such part thereof as the case may be remains—

(a) the property of His Majesty in right of His Crown whether the same is under the control and management of the Commissioners of the Crown Lands or otherwise; or

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- (b) the property of or is held in trust for the Duke of Cornwall for the time being; or
- (c) the property of the Commissioners of Chelsea Royal Hospital; or
- (d) property under the control and management of the Commissioners of Works.

(2) If at any time after the commencement of this Act any protected square mentioned in Part III of the schedule to this Act or any part of any such square ceases to be the property of His Majesty or of or to be held in trust for the Duke of Cornwall for the time being or of the Commissioners of Chelsea Royal Hospital or property under the control and management of the Commissioners of Works as the case may be then the provisions of this Act shall as from the date of such cesser apply to that square or to such part thereof as if in relation thereto the period of twelve months from the date of such cesser had been referred to in subsection (2) and the first proviso to subsection (3) of the section of this Act of which the marginal note is "Provisions as to compensation" instead of the period of twelve months after or from the commencement of this Act.

34. All costs and expenses of the Council in the execution of this Act shall be defrayed as payments for general county purposes within the meaning of the Local Government Act 1888 and the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act shall be paid by the Council in like manner.

As to pay-
ments under
this Act.

The SCHEDULE referred to in the
foregoing Act.

PART I.

Name of protected square.	DESCRIPTION.
CITY OF LONDON.	
Bridgewater Square	Garden enclosure bounded on all sides by the roadway of Bridgewater Square.
Finsbury Circus	Garden enclosure bounded on all sides by the roadway of Finsbury Circus.
West Smithfield	Circular garden enclosure bounded on the north-east by the roadway of Little Britain and on the other sides by the roadway of West Smithfield.
CITY OF WESTMINSTER.	
Belgrave Square	Garden enclosure bounded on all sides by the roadway of Belgrave Square.
Berkeley Square	Garden enclosure bounded on all sides by the roadway of Berkeley Square.
Chesham Place	Triangular garden enclosure bounded on all sides by the roadway of Chesham Place.
Chester Square	Garden enclosures bounded on all sides by the roadway of Chester Square.
Dean's Yard	Enclosure bounded on all sides by the roadway of Dean's Yard.
Eaton Square	Garden enclosures separated by the roadway of King's Road and bounded on all sides by the roadway of Eaton Square.
Ebury Square	Garden enclosure bounded on the north-east by the roadway of Semley Place on the south-east and north-west by the roadway of Ebury Square and on the south-west by the roadway of Little Ebury Street.
Golden Square	Garden enclosure bounded on all sides by the roadway of Golden Square.





BIRKENHEAD



HALDANE

HM LAND
REGISTRY

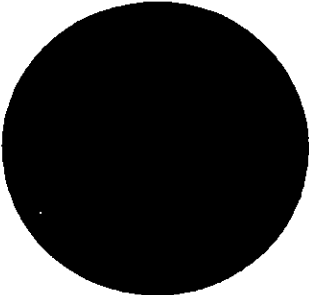


LAND
REGISTRATION
ACTS
1925 to 1971

LAND CERTIFICATE

THIS IS TO CERTIFY THAT THE land described in the property register and shown on the official plan of the title numbered as stated on the back page of this certificate is registered at HM Land Registry with the class of title stated in the proprietorship register. There are annexed to this certificate office copies of the entries in the register and of the official plan and, where so indicated in the register, of documents filed in the Land Registry.

Under section 68 of the Land Registration Act 1925 and rule 264 of the Land Registration Rules 1925, this certificate shall be admissible as evidence of the matters contained herein and, under section 64 of the said Act, must be produced to the Chief Land Registrar on every entry in the register of a disposition by the registered proprietor of the land and on every transmission thereof.



WARNING

1. No endorsement, note, notice or entry made in this certificate other than those officially made at HM Land Registry shall have any operation.
2. All persons are cautioned against altering, adding to or otherwise tampering with this certificate or any document annexed thereto.



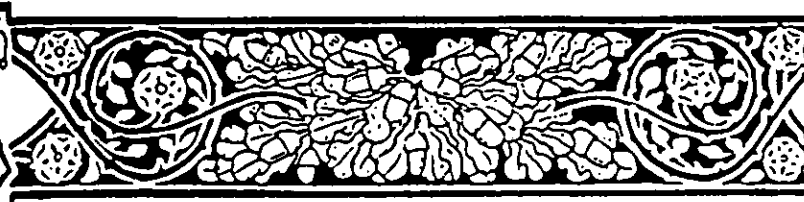
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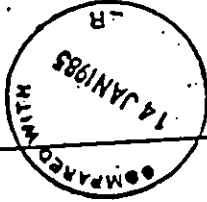
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The most recent date entered below is the latest one on which this land certificate was made to agree with the register.

A land certificate may be sent at any time to the appropriate district land registry to be brought up to date in any respect that may be necessary. This service is provided free of charge and is usually completed within a day or two of the receipt of the certificate. By this means, a registered proprietor is provided with conclusive evidence of the current state of the register.

Although the copy of the title plan in the certificate will correspond with the title plan filed at the Land Registry on the latest date specified below, a later revision of the Ordnance Survey Map may have taken place and in this connection your attention is drawn to the General Information Notes below concerning 'Inspection of the Land', 'Revision of the Ordnance Survey Map' and 'Boundaries of Registered Land'.

Dates when this land certificate was made to correspond with the register.

GENERAL INFORMATION

OFFICE COPIES OF THE REGISTER

A registered proprietor may obtain from the appropriate district land registry an office copy of his registered title by applying on printed form A44 and paying the prescribed fees according to the scale for the various items set out on that form. Form A44 (like all other printed Land Registry forms) may be purchased from any branch of H.M. Stationery Office or through a law bookseller or stationer. Any other person may, with the written authority of the registered proprietor, likewise obtain an office copy of the register. Office copies are usually prepared and despatched within two days of the receipt of the application.

SEARCHES OF THE REGISTER

An intending purchaser, lessee or mortgagee who holds the written authority of the registered proprietor to inspect the register may apply to the appropriate district land registry for an official search to ascertain whether any entries have been made in the register since the date of issue of the office copy, or, alternatively, the date on which the land certificate was last made to correspond with the register. The issue of the official certificate of the result of search will automatically confer upon the purchaser, lessee or mortgagee priority for a full period of thirty working days for the lodging of the application to register the disposition. If the disposition is of the whole of the land in the registered title application should be made in printed form 94A but, if it affects only a part of the land in the registered title, printed form 94B should be used. The official certificate of the result of search will be issued in most cases by return of post.

The above is a general outline of the procedure for obtaining an official certificate of search as laid down by the current land registration rules relating to official searches. The effect of these rules is explained in Practice Leaflet No. 2 which is obtainable free of charge from any district land registry. This deals with the procedures of searching in much greater detail than can be given here. It also explains how an application for official search without priority can be made and how solicitors can make official searches by telephone or teleprinter. Before applying for official searches, applicants are strongly recommended to refer to the current land registration rules relating to official searches or to Practice Leaflet No. 2.

INSPECTION OF THE LAND

Intending purchasers should inspect the land for the purpose of ascertaining its precise boundaries and discovering whether there are any rights of way, light, drainage or other overriding interests to which it is subject (see the inside back page of this cover sheet). Enquiries should also be addressed to any person in occupation of the land or buildings thereon as to their rights of occupation and to whom rent (if any) is paid.

REVISION OF THE ORDNANCE SURVEY MAP

The title plans prepared by H.M. Land Registry are based on the large scale maps of the Ordnance Survey. The Ordnance Survey Map is revised from time to time and a new title plan based on a later revision may be substituted for the plan filed at the Land Registry. If this occurs, an entry to that effect will be made in the register and the copy of the title plan in this certificate will be replaced when the certificate is next lodged at the Land Registry.

ADDRESS FOR SERVICE

The address of any person as entered in the register shall, unless he otherwise directs, be his address for service (Land Registration Rules 1925, rule 315). Registered proprietors should notify the appropriate district land registry of any change of address and forward the land certificate for amendment. No fee is charged for making the alteration.

GENERAL INFORMATION (continued)

APPURTENANT RIGHTS AND PRIVILEGES

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H M LAND REGISTRY GENERAL MAP

H.M. LAND REGISTRY

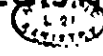
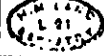
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OFFICE USE ONLY

Edition 1
opened
22.4.1964.



A. PROPERTY REGISTER

containing the description of the registered land and the estate comprised in the Title

COUNTY OR COUNTY BOROUGH

PARISH OR PLACE

LONDON (see below)

KENSINGTON

The Freehold land shown and edged with red on the plan of the above Title filed at the Registry registered on 12 February 1963 known as Queen's Gate Gardens.

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The land is now in the Royal Borough of KENSINGTON AND CHELSEA (12.3.1970).



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B. PROPRIETORSHIP REGISTER

stating nature of the Title, name, address and description of the proprietor of the land and any entries affecting the right of disposal thereof.

TITLE ABSOLUTE

ENTRY NUMBER	PROPRIETOR, etc.	APPLICATION NUMBER AND REMARKS
1.	COVENTRY PROPERTY INVESTMENTS (ILFORD) LIMITED of Governors House, 13/14 Queen Street, W.1., registered on 22 April 1964.	20945/6 Price paid £10,000
2.	RESTRICTION-Except under an Order of the Registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the Secretary, the Solicitor or a Director thereof has been furnished that such charge does not contravene any of the provisions of the Memorandum or Articles of Association of the said proprietor.	
3.	THE TRUSTEES OF THE HEARTS OF OAK BENEFIT SOCIETY of 155 Charing Cross Road, London, W.C.2., registered on 12 March 1970.	Price paid £11000
4.	GATEPOINT INVESTMENTS LIMITED of 177 Regent Street, London, W.1., registered on 24 May 1978.	
5.	CAMPBELL COURT PROPERTY INC. of 4 Tilney Street, London, W1 registered on 10 April 1984.	

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Printed by the Director of the Ordnance Survey, Southampton, 1962 for H.M.L.R. Crown Copyright 1962

C R O W E L L R O A D



Title No. LN 240488

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section 41; Coal Industry Nationalization Act, 1946, section 5).

CHARGES REGISTER

containing charges, incumbrances, etc., adversely affecting the land and registered dealings therewith

TITL NO. LN21609

ENTRY NUMBER	The date at the beginning of each entry is the date on which the entry was made on this edition of the register.	APPLICATION AND REMARKS
1.	22 April 1964-The land is subject to the provisions of the London Squares Preservation Acts 1931.	
2.	22 April 1964-The land is subject to all public (if any) private or other rights of way user either expressly granted or acquired by prescription or otherwise and other easements rights and privileges in or over the same.	
3.	24 May 1978-CHARGE dated 18 May 1978 registered on 24 May 1978 affecting plus other titles to secure the moneys including the further advances therein mentioned.	Copy filed under LN21609 (NGL)
<p>NOTE:-Copies of the two Facility Letters dated 2 February 1978 and 12 April 1978 are filed under LN21609 (NGL).</p> <p>PROPRIETOR-MANUFACTURERS HANOVER TRUST COMPANY of 88 Brook Street, London, W.1., registered on 24 May 1978.</p>		
<p style="transform: rotate(180deg);">CHARGES REGISTER</p>		
<p style="transform: rotate(180deg);">REGISTERED</p>	<p style="transform: rotate(180deg);">MAY 1978</p>	

Any entries struck through in red are no longer subsisting

GENERAL INFORMATION (continued)

APPURTENANT RIGHTS AND PRIVILEGES

with the land,
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H. M. LAND REGISTRY (GENERAL MAP)

H.M. LAND REGISTRY

TITLE NUMBER LN240488
This register consists of 2 pages

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Edition 1
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22.4.1964.

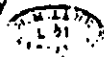


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A. PROPERTY REGISTER
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PARISH OR PLACE KENSINGTON

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B. PROPRIETORSHIP REGISTER

stating nature of the Title, name, address and description of the proprietor of the land and any entries affecting the right of disposal thereof.

TITLE ABSOLUTE

ENTRY NUMBER	PROPRIETOR, etc.	APPLICATION NUMBER AND REMARKS
1.	GOVERNMENT PROPERTY INVESTMENTS (LONDON) LIMITED of Governor's House, 15/1, Queen Street, W.1., registered on 22 April 1964.	20945/61 Price paid £10,000
2.	RESTRICTION-Except under an Order of the Registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the Secretary, the Solicitor or a Director thereof has been furnished that such charge does not contravene any of the provisions of the Memorandum or Articles of Association of the said proprietor.	
3.	THE TRUSTEES OF THE HEARTS OF OAK BENEFIT SOCIETY of 155 Charing Cross Road, London, W.C.2., registered on 12 March 1970.	Price paid £11000
4.	GATEPOINT INVESTMENTS LIMITED of 177 Regent Street, London, W.1., registered on 24 May 1970.	
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Title No. LN 240488

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H. M. LAND REGISTRY GENERAL MAP

BOROUGH OF KENSINGTON AND CHELSEA

LONDON

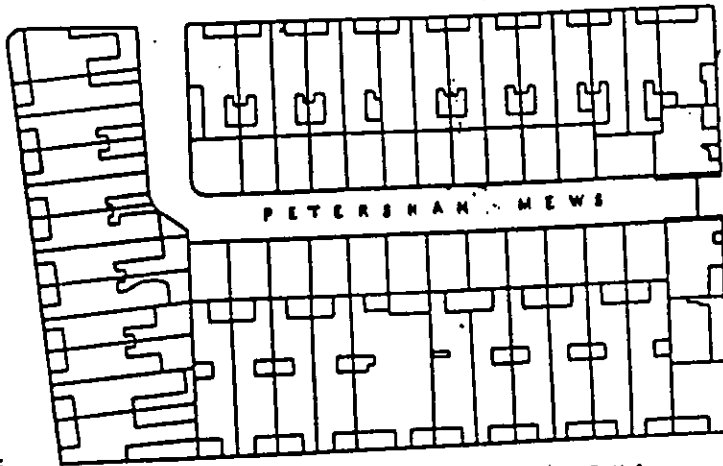
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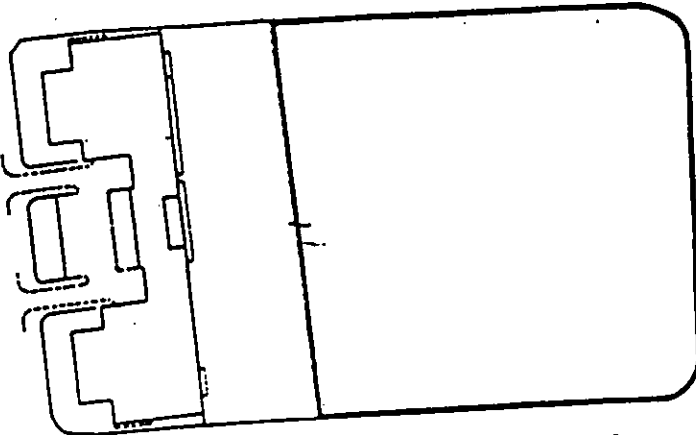
GREATER LONDON.

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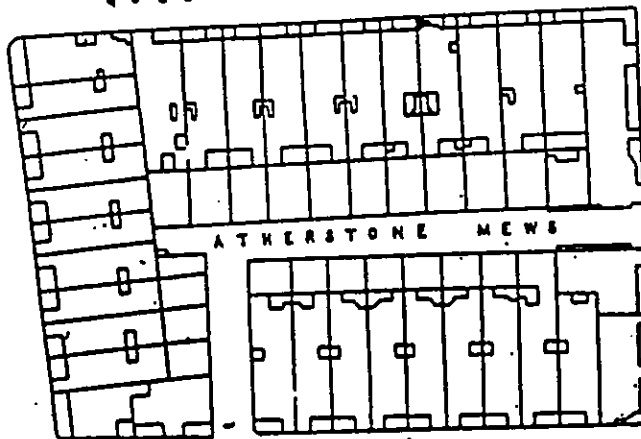
ELVASTON PLACE



QUEENS GATE GARDENS



QUEENS GATE GARDENS



CROMWELL ROAD

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Filed Plan of Title No. LN 240488



H. M. LAND REGISTRY GENERAL MAP

BOROUGH OF KENSINGTON and CHELSEA

LONDON

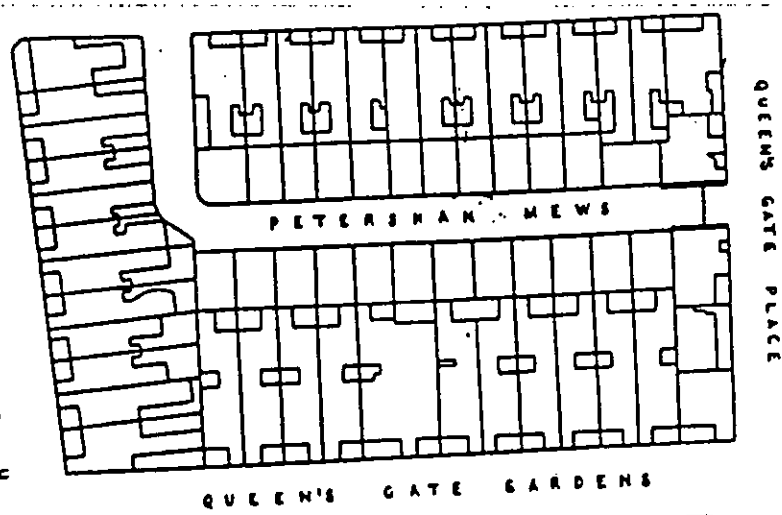
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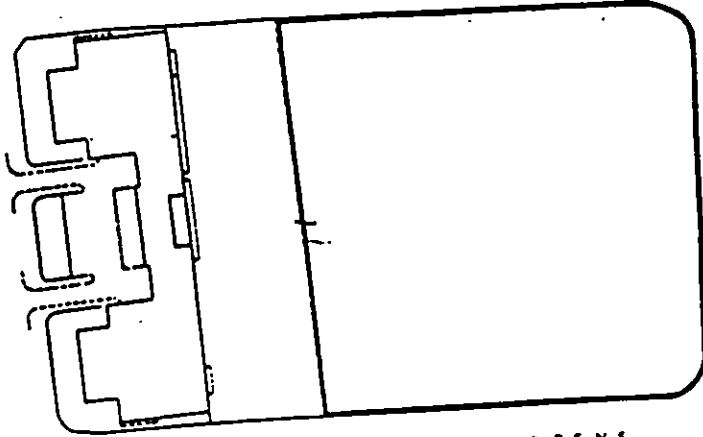
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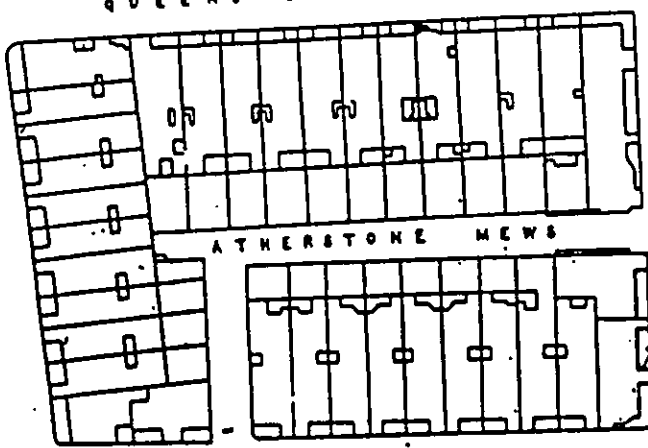
QUEEN'S GATE GARDENS

QUEEN'S GATE PLACE



QUEEN'S GATE GARDENS

QUEEN'S GATE GARDENS



ATHERSTONE MEWS

CROMWELL ROAD

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Filed Plan of Title No. LN 240488



PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7AX

THE ROYAL
BOROUGH OF

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS



Brian G. Jenney
The Queen's Gate Gardens Committee
Flat G
53 Queen's Gate Gardens
London SW7 5NF

Switchboard: 0171-937 5464
Extension: 2733
Direct Line: 0171-361 2733
Facsimile: 0171-361 3463

KENSINGTON
AND CHELSEA

25 February 1997

My reference: **DPS/DCC/MC/TP/H** Your reference:

Please ask for: **Melanie Charalambous**

Dear Sir,

Town and Country Planning Act 1990
Town and Country Planning (General Permitted Development) Order 1995

Re: Communal gardens, Queen's Gate Gardens, Kensington SW7

Thank you for your letter of 19th February 1997 regarding your proposal to erect railings within the communal gardens at the above address.

Under the terms of Schedule 2, Part 2, Class A of the Town and Country Planning (General Permitted Development) Order 1995, the erection of a gate, fence, wall or other means of enclosure that is not adjacent to a highway does not require planning permission as long as the height is kept under two metres.

Therefore, it is my opinion that your proposal to erect railings of a height of less than two metres within the communal gardens at Queen's Gate Gardens, as described in your above mentioned letter and indicated on your un-numbered plan received 21st February 1997, will not require planning permission and is therefore, permitted development. However, I would advise that the railings are painted black and match as closely as possible those currently surrounding the perimeter of the gardens.

I hope that this letter provides you with the information you require. If you have any further enquiries, please do not hesitate to contact my assistant on the above extension.

Yours faithfully,

M. J. French,
Executive Director, Planning and Conservation

THE QUEEN'S GATE GARDENS
COMMITTEE

Chairman: Mr Brian G Jenney OBE
Hon Secretary: Ms Jill Stainforth

Flat G
53 Queen's Gate Gardens
London SW7 5NF
Tel/Fax: 0171-584 9613

19 February 1997

The Executive Director
Planning and Conservation
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
London W8 7NX

Dear Sir,

Queen's Gate Gardens Garden Enclosure
Queen's Gate Gardens, London SW7
Proposed Erection of Fence


The above Gardens were incorporated under the London Squares Preservation Act, 1931 with the exception of a strip of land on the western side being of a uniform depth of 70 feet. There are therefore two freeholds covering the Gardens, both belonging to Campbell Court Property Inc., the successors in title to Mrs Joan Campbell, one covering the Garden and the other the strip of land and the block of flats known as Campbell Court.

At present, there is no physical division between the two areas with the result that considerable problems have arisen with the excessive unauthorised use of the Gardens which has resulted in their deterioration. Various ways of overcoming the problem have been investigated. However, it is felt that the best solution would be for the two parcels of land to be separated. It is therefore proposed to erect metal railings, to match those at present enclosing the Garden. The height of the new railings will be kept under two metres.

I enclose plans showing the land in question together with landscaping proposals which it is felt, once matured, will mask the railings and enhance the Gardens.

I would appreciate your advice on whether any planning consents would be required for these works.

Yours faithfully,


Brian G. Jenney
Chairman

c.c. Hon Sec

✓ Mrs Temmeron Barber

✓ Mr M. Stone