

# LOST LEGAL BATTLE CLOSING STAGGS

BY MIKE BUCKELL

C.T. October 13, 1972



**One of the oldest and most respected High Street shops is to close down after a long legal battle with the Christchurch Town Council.**

The dispute was taken to the High Court when the trader sought an injunction against the Corporation.

Mr. Edward Garfield, proprietor of Staggs, told me: "Everything I tried for the normal expansion of my business has been thwarted at one source or another between the County and the Corporation.

"I am tired and I am frustrated—and this is the only course left open to me."

There has been a drapery shop at this site in the High Street for well over 100 years. Mr. Garfield has himself, been in business there for 33 years

Now he is pulling out and the site is for redevelopment. "It will only be a matter of weeks," he told me." The closing down sale begins this week.

"I have been very happy here. It is a very amiable place to do business, but the pressures have built up to a point where I could continue no longer."

Mr. Garfield, 63, will be retiring to his home in Bournemouth to spend more time with his wife and their teenage son and daughter.

His staff of 23—including one man who has been at the shop for 45 years and another for 23 years—are looking for other jobs. "But I think they are sympathetic," said Mr. Garfield. "They know what has been going on."

The dispute which took Staggs' proprietor Mr. Edward Garfield to the High Court was over vehicular access to the rear of the store.

He owns land behind the premises which runs down to the Mill Stream. He asked for an 18ft. access to his land from the Council's road, in return for which he would give a 3ft. strip to enable them to widen their road.

On March 4, 1966, an agreement was drawn up, with the added proviso that the Corporation would make available an alternate vehicular access in the light of any Town Centre redevelopment.

Mr. Garfield was asked, however, to make a contribution of £150 towards the cost of this work, even though he had made a gift of land.

The agreement was signed for 999 years and a rent set at 5p per year.

The Corporation did deem it necessary to offer Mr. Garfield alternative access in 1970. The road alongside the Town was envisaged as pedestrian only, and the Sainsbury/Health Centre development on the Town Hall car park was seen to demand large adjacent parking space.

Mr. Garfield was offered his alternative: access from the by-pass—but at a cost of £10,000.

The arguments continued over the demand for the money and eventually, early in 1971, Mr. Garfield agreed to pay £5,000. On February 4, a document was drawn up by the Town Clerk.

However, the following day, the Town Clerk wrote to Mr. Garfield saying the committee refused to accept his offer of £5,000 without the question of providing a public car park being agreed at the same time. The draft agreement drawn up the previous day was cancelled

And further, Mr. Garfield discovered at a meeting with county planning officials that contrary to his understanding that certain planning applications relating to his and council land would be considered together, consent to the council's application had been given earlier.

Mr. Garfield, against advice, agreed to make some of his land available for a car park, but then it was claimed by the council that the agreement was to provide a route to Mr. Garfield's land and did not agree to any opening through the fence.

Mr. Garfield, in fact, created an access to his land. The council immediately built a fence across it.

On advice, Mr. Garfield ordered the fence to be removed—and the council replied by digging a deep trench and building another fence. This is still in existence.



But Mr. Garfield has a copy of an agreement between the corporation and the county council which states that no part of the development be commenced until a 20ft. vehicular access is constructed to "lands to the south."

Mr. Garfield's land is to the south."

He took the case to the High Court—and lost. Mr. Justice Goulding said the balance of convenience and justice required him to refuse Mr. Garfield's application for temporary orders against the council pending a full trial of the case.

Various planning applications have been submitted for the development of his shop, but still Mr. Garfield has not got where he wanted to be.

Now he is giving up, and the High Street is losing one of its best-known stores.

#### TOWN CLERK'S REPLY

The Town Clerk, Mr. John Macfadyen, comments that Mr. Garfield has tried to work into his lease and agreement with the corporation certain implications which simply were not there.

"The corporation had told him that if their town centre redevelopment required him to make changes to his site then obviously the corporation would make certain provisions for him free of cost.

"But we haven't done anything about that. Instead he has wanted to make changes which would have been quite substantially profitable to him," said Mr. Macfadyen.

"The only planning permission he could get would have involved crossing the corporation's land. We have said if you want a better way across, you must pay for it because this will make your own property that much more valuable—you cannot use our land willy-nilly."

Mr. Macfadyen pointed out that if Mr. Garfield had obtained planning permission to alter his premises but still used his present access, the corporation would have said "all right." But he had not been able to get that.

Mr. Garfield could have taken the matter to appeal a long time ago instead of arguing.