

O/141/20

TRADE MARKS ACT 1994

**IN THE MATTER OF TRADE MARK REGISTRATIONS NO. UK00002371341,
UK00002385175 AND UK00002308655**

IN THE NAME OF CONNAUGHT MOTOR CO LIMITED

AND

**APPLICATIONS NO. 84795, 84797 AND 84796 TO RECTIFY THE REGISTER
BY CONNAUGHT MOTOR CO (2014) LIMITED**

BACKGROUND AND PLEADINGS

1. On 13 March 2018, Connaught Motor Co (2014) Limited (company registration no. 8828331) (“the applicant”) applied to rectify the register of trade marks by correcting the identity of the proprietor of trade mark registrations 2371341, 2385175 and 2308655 so that they stand in its name rather than that of the current proprietor, Connaught Motor Co Limited (company registration no. 10335550) (“the proprietor”).

2. The trade marks in issue are as follows:

CONNAUGHT
CONNAUGHT

UK registration no. 2371341

Filing date 23 August 2004; registration date 25 March 2005

Registered for the following goods and services:

Class 12 Motor land vehicles and parts and fittings therefor.

Class 37 Repair and servicing of motor land vehicles.



UK registration no. 2385175

Filing date 22 February 2005; registration date 6 October 2006

Registered for the following goods:

Class 16 Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks, publications, books, manuals, pamphlets, newsletters, brochures, albums,

newspapers, magazines, periodicals, tickets, vouchers, coupons, travel documents, identity cards, labels, tags, posters, postcards, writing instruments, wrapping materials, calendars, diaries, gift cards and greetings cards, promotional and advertising material, signs of paper or cardboard.



UK registration no. 2308655

Filing date 22 August 2002; registration date 7 February 2003

Class 12 Motor land vehicles and parts and fittings therefor.

Class 37 Repair and servicing of motor land vehicles.

(together “the Contested Marks”)

3. The Contested Marks were originally registered in the name of Connaught Motor Co. Ltd (registration no. 4473842) (“the 2002 Company”). The 2002 Company was incorporated on 29 June 2002 and dissolved on 1 March 2016. An application to record a change of ownership was filed on 8 September 2016. The assignment to the proprietor was recorded on 26 September 2016, with the effective date of the assignment recorded as 29 February 2016. The method of transfer selected when the transfer was requested was “assent of personal representative” and the explanation provided was “as a director of the former Connaught Motor Co Ltd (Dissolved March 1 2016) [Mr Martindale] gave approval for the transfer of trademarks to New Co upon its creation.”

4. It is that assignment that the applicant seeks to have reversed and the proprietor’s name recorded as the applicant. The applicant’s claim is stated as follows:

“3. The relevant trade mark was filed at the beginning of this current century in the ownership of Connaught Motor Co Ltd. That company with a registration no. 4473842 was incorporated 29 June 2002 (hereinafter “the 2002 Company”).

It was dissolved on 1 March 2016. Its directors at the time of dissolution were Frederick William Austin Page-Roberts, appointed 28 March 2007, the chairman of the company, Christopher James Withington appointed 26 February 2008, Edward Timothy Bishop appointed 12 May 2011, Roy Irish, the Finance Director/Company Secretary appointed 12 May 2011 and Anthony Martindale appointed 12 May 2011.

4. The 2002 Company was involved in the design and development of motor vehicles. By 2013, it was in financial difficulty and the board of directors agreed in summer 2013 to dissolve the company. There were discussions as to the future ownership of the intellectual property of the 2002 Company. It was decided by the Board of the 2002 Company that the intellectual property would be sold for £5,000 to a successor business of Edward Timothy Bishop, subject to there being no better deal. One Director, Anthony Martindale, disagreed. The decision to sell the intellectual property to the business of Edward Timothy Bishop was confirmed on 6 February 2014 and announced by the Chairman Mr Page-Roberts.

5. Connaught Motor Co (2014) Limited is the successor business of the 2002 Company and was incorporated 31 December 2013 by Edward Timothy Bishop. It continues to use the brand CONNAUGHT extensively at motor events and in the development of motor vehicles.

6. Mr Anthony Martindale did wrongfully inform the UK Intellectual Property Office by letter dated 1 September 2016 that the trade mark registration had passed to his company Connaught Motor Co Ltd, company registration no. 10335550, the current proprietor. It is denied that such a transaction took place. On 29 February 2016 company 10335550 did not exist, having been incorporated only on 18 August 2016. There was no assent of personal representative, which relates to executors on the death of an individual that owns a trade mark. There was no board decision to transfer ownership to Mr Anthony Martindale, or his company.”

5. The proprietor contests the application for rectification.

6. Both parties filed evidence, all of which I have read. It is summarised below to the extent that I consider necessary. Both parties also filed written submissions, which I have read and will refer to below where necessary. The proprietor is unrepresented. The applicant is represented by Page White & Farrer. No hearing was requested and so this decision is taken following a careful perusal of the papers.

EVIDENCE

Applicant's Evidence

7. The applicant filed evidence in the form of the witness statements of Frederick William Austin Page-Roberts, dated 24 January 2018, Roy Irish, dated 5 March 2018, and Edward Timothy Bishop, dated 10 March 2018.

8. Mr Page-Roberts was appointed as a director of the 2002 Company in March 2007 and became its Chairman in 2013. Mr Page-Roberts confirms that he remained a director until the company's dissolution in 2016. Mr Page-Roberts confirms that he was also the Director of a sister company, Connaught Engineering Limited ("CE Ltd"). CE Ltd was incorporated on 9 August 2005 and was dissolved on 1 March 2016. Mr Page-Roberts states that the 2002 Company and CE Ltd had separate visions, with the former being to develop a hybrid sports coupe and the latter being to develop hybrid technologies.

9. Mr Page-Roberts explains that at 6pm on 3 July 2013, there was a board meeting of CE Ltd, to discuss its financial position. CE Ltd had an overdraft facility of £50,000. At that meeting, it was decided that the assets of CE Ltd would be sold in order to pay off the overdraft, because personal guarantees had been given in relation to the overdraft by Mr Bishop and Mr Martindale. At that meeting, the 2002 Company was also discussed, and Mr Bishop was tasked with checking the status of its intellectual property with its trade mark attorneys. Mr Page-Roberts states that it was decided that the 2002 Company would be financially stabilised and then allowed to remain dormant. Although Mr Page-Roberts states that this conclusion was made in respect of the 2002

Company, I note that the minutes show that it was actually made in respect of CE Ltd.¹

The minutes state:

“RI outlined the current financial situation – the bank OD is £50K, we are expecting costs of approx £1K to sort out the last van and £500 is required to pay Autodromo, otherwise there are no other trade creditors.

[...]

It was resolved that unless a viable source of income could be created once the company had been financially stabilized that the company would become dormant and ultimately struck off.”

10. Mr Page-Roberts states that, on the same day at 7pm, there was a board meeting of the 2002 Company in which it was decided that it would be dissolved due to financial difficulties. The board decided that the 2002 Company’s assets would be sold. He states that, at that meeting, Mr Bishop reported that he had an interested party who would purchase the assets and make an offer for the intellectual property of the 2002 Company. Mr Page-Roberts states that it was resolved that Mr Bishop would aim to have an offer ready for the board to consider, but that Mr Martindale would also investigate an alternative possible sale of the intellectual property. The minutes confirm:

“FPR explained that some of the assets are covered by an order to recover lost rent and the contents are effectively for sale for £20K, which would be due to Chalwyn Estates Ltd.

[...]

The board have resolved that the assets be sold off to release the company of any further charges so that it can be wound up in a controlled manner and struck off.

¹ Exhibit FP2

ETB reported that he had an interested party that would offer to secure these assets and would make an offer for IP and Name. It was resolved that ETB seeks to have an offer finalised by third party for the board to consider.

TMD reported that he would investigate a possible sale of the Connaught trademark.”

11. On 9 July 2013, Mr Page-Roberts circulated the minutes of the board meeting of the 2002 Company. On 14 August 2013, Mr Page-Roberts informed the directors that Mr Bishop and his investors had offered £5,000 for the intellectual property and, as Chairman and majority shareholder of the 2002 Company, he had accepted that offer. Mr Page-Roberts has provided a copy of this email.² On the same date, Mr Page-Roberts emailed Mr Bishop as follows:

“Tim – as per my recent mail – please consider it a green light for you to set up new co and purchase the CMC IP and pay for the assets currently held in Poole. The sooner this can be effected the better. I understand your storage will not be ready for another 4 weeks but at least all the finances can be put in place prior to this.”³

12. Mr Page-Roberts sets out the subsequent events, as follows:

“12. Anthony Martindale on 15 August 2013, asked me for a meeting on this issue and a copy of the paperwork.

13. On 16 August 2013, I emailed Anthony Martindale to say that the funds going into the 2002 Company should be passed over to Connaught Engineering Limited to support its bank overdraft.

14. On 19 August 2013 Anthony Martindale emailed me objecting to the proposed sale of assets of the 2002 Company to Edward Timothy Bishop and

² Exhibit FP2

³ Exhibit FP2

saying that a £5,000 sale of the brand and assets will not be agreed. He proposed a different arrangement involving JLR (Jaguar Land Rover). He believed that this was the way forward and indicated that I should resign, if I did not agree with him.

15. On 20 August 2013, I replied to Anthony Martindale pointing out the serious financial position of the 2002 Company and said that if he could come up with a better offer, then he should counter-offer. I pointed out my own financial investments into the 2002 Company. I urged him to try and support the process of selling the assets and getting the company out of its dire situation.

16. On 20 December 2013 the Finance Director, Roy Irish, asked me to confirm that the sale agreed was a payment of £5,000 for the intellectual property. I replied promptly that this was the case. I prepared a draft email and sent it to Roy Irish on 5 February 2014 to inform the Directors of the decision to accept an offer from Mr and Mrs Mayes (who were in business with Edward Timothy Bishop) to purchase the assets and IP of the 2002 Company for the sum of £5,000, following their offer of 14 August 2013. In view of the fact that no better offer had arrived, the decision (with which Anthony Martindale had disagreed) was that £5,000 was a fair value and that the proceeds would favour Connaught Engineering Limited. On 6 February 2014 at 17 12pm, I then emailed all the directors with this decision.”

13. Mr Page-Roberts confirmed that the sum of £5,000 was later paid by Mr Bishop and his investors. Mr Page-Roberts denies that there was ever any decision to transfer the intellectual property to Mr Martindale, or any of his businesses.

14. Mr Irish was a Director of the 2002 Company between January 2005 and March 2007, and then again from May 2011 until it was dissolved. Mr Irish states as follows:

“2. [...] I was present at the 3 July 2013 board meeting of the 2002 Company and I was involved in subsequent email correspondence concerning the consequences of the meeting. I confirm that a decision was made to wind up the affairs of the 2002 Company. I also confirm that a decision was made to sell

the intellectual property for £5,000, unless a better offer was received, to the new business of Edward Timothy Bishop. No better offer was received, and therefore on 6 February 2014 Frederick Page-Roberts, the Chairman, confirmed that decision. The decision of the 2002 Company was therefore to sell the trademarks to the new business of Edward Timothy Bishop, which is now known as Connaught Motor Co (2014) Ltd. I am aware that the trade marks were paid for and therefore they rightfully belong to his company.”

15. Mr Bishop is a director of the applicant and was previously a director of the 2002 Company until its dissolution in March 2016. Mr Bishop confirms that the account provided by Mr Page-Roberts is true.

16. Mr Bishop has provided a photograph of a cheque stub which is dated 6 March 2014 and states “CMC IPR” in the description.⁴ The sum for which the cheque is made out is £5,000. Mr Bishop states that this relates to his purchase of the intellectual property of the 2002 Company.

17. Mr Bishop notes that the proprietor was not incorporated until 18 August 2016, and so could not have acquired the intellectual property from the 2002 Company, when it was dissolved in March 2016.⁵ Mr Bishop notes that the applicant paid for the renewal of the Contested Marks in August 2014 and February 2015, and would not have done so if it had not purchased these as part of the intellectual property from the 2002 Company. Mr Bishop states that the applicant continues to use the Contested Marks.

Proprietor’s Evidence

18. The proprietor filed evidence in the form of two witness statements of Mr Anthony Martindale. The first is dated 4 September 2018 is accompanied by 7 exhibits. Mr Martindale is the director of the proprietor.

⁴ Exhibit ETB1

⁵ Exhibit ETB3

19. The majority of Mr Martindale's evidence relates to his preparations for use of the Contested Marks. Mr Martindale notes that there is no evidence that the applicant has made use of the Contested Marks. Mr Martindale states:

"We would of course challenge the assertion that Connaught Motor Co (2014) Limited is the natural successor to the original business. It does continue to use the historic assets of Connaught Motor Co. Limited, however, at no point has this company manufactured or developed a motor vehicle under this brand and has no potential to do so. We continue to hold the support of the majority former shareholders as being the relevant and pertinent successor and most likely to deliver a commercial return."

20. Mr Martindale states that there clearly was an agreement to sell the "physical IP" to Mr Bishop, although he does not state what he means by this. He also notes that there was no assignment filed to transfer ownership of the Contested Marks from the 2002 Company to the applicant.

21. Mr Martindale states that the agreement reached with regard to the Contested Marks was that they would not be sold but would be held as security against the proportion of the overdraft on the business, for which Mr Martindale was a personal guarantor. Mr Martindale states that he believes the sum of £5,000 paid by the applicant was only part of a total of £25,000 required to secure the intellectual property, and that this total sum was never paid.

22. Mr Martindale has provided a copy of an electronic communication with Mr W (one of the previous directors of the 2002 Company), which states as follows:

"Tony Martindale:

A very important question. Etb is taking me to court on trademarks and I need your feedback.

Did Fred ever contact you as a director to approve the sale of all of the assets to Tim for £5,000?

I resisted and rejected this on a number of grounds including holding the trademark.

[Mr W]:

Why are you two going to court?? Have a beer and a chat!

I can't recall anything like that, I haven't heard from Freddy in ages.”⁶

23. Mr Martindale explains that it was his view that the ownership of the Contested Marks passed to the Crown following dissolution of the 2002 Company. He applied to change the ownership of the Contested Marks because he understood that they were being held against his personal guarantee.

Applicant's Evidence in Reply

24. The applicant filed evidence in reply in the form of the second witness statement of Mr Bishop, dated 1 November 2018. This was accompanied by 5 exhibits, one of which is subject to a confidentiality order.

25. Mr Bishop reiterates that the overdraft debt referred to by Mr Martindale belonged to a different company i.e. CE Ltd. He states that there was never any agreement that the personal guarantors for CE Ltd's overdraft, would have any claim on the intellectual property owned by a different company i.e. the 2002 Company. Mr Bishop states that, if there had been such an agreement, he would have been aware of it as he was the other personal guarantor for CE Ltd. Mr Bishop states that he repaid £37,500 towards CE Ltd's overdraft himself.

26. Mr Bishop has provided a copy of his diary from 2013, which records the following entry on 3 July:

“Board meeting went as well as can be expected.

All I need is money and time and space!

⁶ Exhibit TM2

Tony [...] No vote.”⁷

Proprietor’s Further Evidence

27. The proprietor filed further evidence following the applicant’s evidence in reply, which was admitted into proceedings. This took the form of the second witness statement of Mr Martindale, dated 15 February 2019.

28. Mr Martindale states that he was the guarantor for an overdraft secured in relation to the 2002 Company, and the overdraft relating to CE Ltd is irrelevant. Mr Martindale also notes that there does not appear to be any formal agreement by which ownership of the Contested Marks would have transferred from the 2002 Company to the applicant, prior to the dissolution of the 2002 Company.

Applicant’s Further Evidence

29. The applicant filed further evidence following the filing of the proprietor’s further evidence above. This took the form of the third witness statement of Mr Bishop dated 7 May 2019. Mr Bishop states:

“In his second Witness Statement Mr Martindale appears to be claiming that there was an agreement by which the trademarks of the 2002 Company were secured against his personal guarantee covering the overdraft of the 2002 Company. He says in paragraph 33 that there were joint guarantors of the overdraft of the 2002 Company which was secured against his personal guarantee; namely Martindale and myself. I confirm that there was never such an agreement, there is no evidence of such agreement and if there had been such an agreement I would have known about it as a director of both English companies and also because Mr Martindale claims that I was a joint guarantor of that overdraft.”

⁷ Exhibit ETB10

30. Mr Bishop has provided a letter from HSBC dated 15 January 2016 in respect of the bank account of the 2002 Company.⁸ In that letter, the bank states:

“Following your instruction to close the above bank accounts, we are pleased to enclose a cheque for £2.03 being the closing balance. We will send you the closing statements shortly.”

31. A copy of the cheque made out to the 2002 Company is attached to the bottom of the letter. By contrast, correspondence from HSBC regarding the CE Ltd account shows that it was overdrawn in 2011.⁹

Proprietor’s Additional Further Evidence

32. The proprietor filed further additional evidence in the form of the third witness statement of Mr Martindale, dated 30 September 2019.

33. Mr Martindale has provided copies of 2015 accounts for both the 2002 Company and CE Ltd, neither of which record any overdraft amount.

34. Mr Martindale also states:

“Both parties agree that at the board meeting of 3rd July 2013, after several hours of discussions, it was agreed that in principle that Mr Bishop would acquire the physical assets of the business but not the trademarks. During these discussions it was pointed out that if Mr Bishop was to secure his investment of £25,000 that the sale of the assets should at the very least cover off the remaining overdrafts in the first instance. This was agreed and therefore the trademarks were to be retained by Connaught Motor Co Ltd until such time as the overdrafts were cleared. Once completed he could apply to transfer the trademarks also and the company would apply to be struck off. It was also

⁸ Exhibit ETB13

⁹ Exhibit ETB15

agreed that if this did not come to pass then the Trademarks would be held as collateral against 50% of the overdraft as security against my liability. In essence as the company was being sold for low value, and I held increased risk, this was the only fair way to move the agenda on.”

PRELIMINARY ISSUE

35. Both parties have filed evidence of use of the Contested Marks (or variants thereof) since the dissolution of the 2002 Company. For the avoidance of doubt, this is not relevant to the issue before me i.e. ownership of the Contested Marks.

DECISION

36. The power to rectify the register is set out in section 64 of the Trade Marks Act 1994 (“the Act”), the relevant parts of which read:

“64 (1) Any person having a sufficient interest may apply for the rectification of an error or omission in the register:

Provided that an application for rectification may not be made in respect of a matter affecting the validity of the registration of a trade mark.

(2) [...]

(3) Except where the registrar or the court directs otherwise, the effect of rectification of the register is that the error or omission in question shall be deemed never to have been made.

(4) [...]

(5) [...]”

37. In its written submissions, the proprietor disputes that this is the relevant legislation. The proprietor argues that this is not relevant to the present case because:

“a. Rectification cannot be used for example to ask for another person to be substituted as the owner of the trade mark because they have an earlier right to the trade mark. As this is clearly the aim of the Applicant for rectification, the Proprietor requests the action be dismissed.

b. Rectification cannot be used for example to support evidence that the “proprietor” made an application in bad faith to secure the trademark. As the proprietor clearly acted in “good faith” the application should be dismissed.

c. Rectification can be used to change the applicant’s or proprietor’s name and/or address, which appears on the register incorrectly and, on the basis of evidence provided, was entered in error. The proprietor entered the details correctly therefore the application for rectification can be dismissed.”

38. The proprietor’s submissions in this regard are misguided. The applicant is not seeking to rely on rights to an earlier trade mark or unregistered right, but rather, is claiming that there is an error on the Register i.e. that the incorrect proprietor has been recorded. The fact that the proprietor acted in good faith in seeking to record itself as the owner of the Contested Marks does not prevent an error from having occurred.

39. The applicant claims to be the true proprietor of the trade mark. Consequently, it plainly has sufficient interest to make the application for rectification.

40. Section 72 is also relevant. It states:

“In all legal proceedings relating to a registered trade mark (including proceedings for rectification of the register) the registration of a person as proprietor of a trade mark shall be prima facie evidence of the validity of the original registration and of any subsequent assignment or other transmission of it.”

41. The effect of this section is to place the burden on the applicant to persuade the registrar that there is an error in the register which should be rectified.

42. The proprietor was not incorporated at the date on which the 2002 Company was dissolved. It could not, therefore, have acquired ownership of the Contested Marks directly from the 2002 Company. It could, however, have acquired ownership of the Contested Marks from Mr Martindale if he had, himself, acquired ownership of the Contested Marks from the 2002 Company.

43. Mr Martindale's explanation as to why he considers ownership of the Contested Marks passed to him, is that he was a personal guarantor for the overdraft of the 2002 Company. He states that the Contested Marks were offered to him as security for his personal liability. The applicant's case is that Mr Martindale was a personal guarantor for the overdraft of CE Ltd, rather than the 2002 Company, and that no such security was offered. I accept that Mr Martindale was indeed a personal guarantor for the overdraft of CE Ltd. I also accept that he may very well also have been (at some point, at least) a personal guarantor for the overdraft of the 2002 Company. In respect of the 2002 Company's overdraft, being a personal guarantor for a company's overdraft does not automatically give that guarantor the right to recover any liability arising from that position from the company. The very nature of being a personal guarantor is that they will be personally liable for any default. I accept that the Contested Marks could have been offered to Mr Martindale as security for his personal liability as guarantor. However, there is no evidence to support Mr Martindale's contention (which is disputed by the applicant) that he was offered the Contested Marks as security for his personal liability. He has provided no emails or board minutes to demonstrate that any such agreement was reached. In respect of CE Ltd's overdraft, CE Ltd was not the owner of the Contested Marks and could not, therefore, have offered them as security for any liability arising from Mr Martindale's position as personal guarantor. Consequently, I cannot find that the Contested Marks were offered as security in respect of Mr Martindale's personal liability as guarantor.

44. Even if such an agreement was put forward in respect of the 2002 Company's overdraft, I do not consider that it assists the proprietor. The evidence shows that its bank account was, in fact, in credit by 15 January 2016. Consequently, there would have been no reason for Mr Martindale to recover the Contested Marks as no personal liability would have arisen. Further, there is no evidence that a written transfer of the

Contested Marks in favour of Mr Martindale ever occurred. In this connection, I note that s.24(3) of the Act requires any such transfer to be in writing in order to be effective.

45. In the absence of any other explanation as to why Mr Martindale considers ownership of the Contested Marks to have passed to the proprietor, I cannot conclude that he was ever the proprietor of the Contested Marks. It follows that he could not have transferred them to the current registered proprietor. Again, there is no evidence of such a written transfer of title.

46. I now turn to the question of whether the applicant is the correct owner of the Contested Marks. It seems clear from the board minutes provided, that there were two potential purchasers of the Contested Marks as of 3 July 2013 – the first was Mr Bishop (and his associates) and the second was an offer from a third party with whom Mr Martindale was liaising. There is no evidence that the latter offer came to fruition or was put forward in any meaningful way. The email of 14 August 2013 circulated by Mr Page-Roberts to the directors confirmed that Mr Bishop and his investors had put forward an offer of £5,000 for the intellectual property. Mr Bishop states that as Chairman and majority shareholder of the 2002 Company, he accepted that offer. It is clear that Mr Martindale objected to the transaction but was apparently overruled. Mr Irish also confirms that the decision was made to sell the intellectual property to Mr Bishop and his associates, after no better offer was put forward. I accept that the board minutes were undated. However, the date appearing in the board minutes demonstrates their contemporaneity. Mr Martindale refers to communication received from Mr W (one of the other directors) who states that he does not recall any such agreement. This evidence is of little weight, not being presented in the form of a formal witness statement. In any event, the fact that Mr W does not recall the agreement does not mean that it did not take place. Taking the evidence as a whole, on balance, I find that there was an agreement to transfer the Contested Marks to Mr Bishop and his investors.

47. However, an agreement to transfer the Contested Marks is not enough to demonstrate that the applicant should be recorded as the registered proprietor. As noted above, s.24(3) of the Act requires any such transfer to be in writing in order to be effective. Whilst there is evidence that consideration was paid for the purchase of

the Contested Marks (in the form of the cheque stub for the sum of £5,000), I have been provided with no written document effecting the transfer. Further, there does not appear to be anything in the applicant's evidence to suggest that there was a written agreement executed. I cannot, therefore, find that the transfer was effective. I am not, therefore, satisfied that the applicant should be recorded as the proprietor of the Contested Marks.

CONCLUSION

48. The name of Connaught Motor Co Limited (company registration no. 10335550) shall be removed as registered proprietor and the register shall be rectified to record Connaught Motor Co. Ltd (registration no. 4473842) as registered proprietor of the Contested Marks.

COSTS

49. The applicant has enjoyed the greater degree of success and is entitled to a contribution towards its costs based upon the scale published in Tribunal Practice Notice 2/2016. I have applied a partial reduction to the award to reflect the applicant's only partial success. In the circumstances, I award the applicant the sum of **£1,350** as a contribution towards its costs. This sum is calculated as follows:

Preparing the application for rectification and reviewing the proprietor's counterstatement	£250
Preparing evidence and considering the proprietor's evidence	£800
Written submissions	£300
Total	£1,350

50. I therefore order Connaught Motor Co Limited (company registration no. 10335550) to pay Connaught Motor Co (2014) Limited (company registration no.

8828331) the sum of £1,350. This sum should be paid within 21 days of the expiry of the appeal period or, if there is an appeal, within 21 days of the conclusion of the appeal proceedings.

Dated this 05th day of March 2020

S WILSON

For the Registrar