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Open Letter to TDC
Coach House Working Party.
27th Sept. 2010

Attached, Photo of coach c. 1986
2007 council seat nominations.
2008/9 Northdown Ho dis analysis

Dear Sirs,

The Coach House

My interest in this matter arises, solely because Northdown House, Park and buildings is my historic family's home, my father and his 4 sisters being born and brought up there. In 1937 the property was transferred to 'Margate Borough' subject to certain covenants. They clearly state that the property, including the buildings within it, must be laid out and maintained as a public park forever, by Margate Borough or its successors.

The park was sold by my grandfather, for the token sum of £50 towards his legal expenses, to Margate Borough, so I, as his only grandson living locally, am his primary 'successor in title' to benefit from the covenants. However by the time of the sale my grandfather had already sold an 'option' to buy Northdown House on to Sidney Van de Burgh, who was the developer of the entire Palm Bay estates land. Margate Borough therefore also had to buy out S. van de Bergh's option for a sum of around £1500. Therefore the covenants benefit not just my grandfather's successors in title, but all the residents of both the Palm Bay Estate, and of the Northdown area who are successors to S. van de Bergh as well.

The 2008/9 proposal to dispose of Northdown House and the other properties in the park is the second attempt by the council to avoid the ongoing management costs of the property.

The house and buildings were also threatened with demolition in the mid seventies as well. That time, a campaign was launched to save the house from demolition, spear headed by local Cllr. Frank Matthews, which led to the restoration of the main house for use as a language school and a functions venue. This was because firstly there was an upswell of local public opinion against the demolition and secondly because it was established that, under the terms of the covenants, the council is ultimately responsible for ensuring the ongoing 'maintenance' of the park and all the buildings within it, which precluded their sale or demolition and obliged the council to put them to a 'suitable purpose', i.e. one that is ancillary to the use of the park by the public.

The reason, after all, for my family making the park over to the borough in the first place was because the costs of upkeep were too great for to be sustained for private use.

The coach house was used by the parks department for keeping mowers in, and the flat used for a park keeper. The original occupant of the coach house was Jack Doust, my great grandfather's coach man. He lived in the coach house for over fifty years until the park was taken over by the council, at which time he moved to East Northdown Cottage, where he enjoyed his 90th birthday. Had the coach house not been an integral part of the property , there would have been no need for my grandfather to re-house Mr. Doust.

The two other 'park keeper's cottages', Dairy Cottage and Northdown Bungalow, have now been sold off by the TDC. This is because the council were advised that they were legally obliged to sell to the sitting tenants under the 'council house right to buy' scheme. I accept that the council acted in good faith in this, but do not think this should set a precedent for the disposal of the coach house to Mr. Miles.

After the future of Northdown House itself was secured in the early 1980's, the council was also concerned about the ongoing cost of maintenance of the coach house. Tenders were invited from various applicants for its lease. Offers to convert it to residential use were declined as any proposed use needed to ensure compliance with the covenants with regard to retained ownership by the council, ongoing maintenance, and suitable community type use.

Accordingly the terms of the lease of the coach house was drafted to ensure accordance with the terms of the covenants, i.e. it expressly sets out that the purpose of the building is solely that of a local history museum. The lease was a 'full repairing' one, including the backlog of work needed to bring it back to full use. The rent was accordingly very modest. The leaseholder was to carry out the works within a year or so and then to open the building as a museum for at least 100 days a year there after.

Mr. Miles approached my father in autumn 1985 or early 86 with his plans for the museum. The old family coach, which had sat, since 1937 in a shed at East Northdown Cottage, had been taken back to the coach house and had been loaned to a group of volunteer enthusiasts for restoration work. Mr. Miles stated that he wished to purchase the coach so that it could be the focal point of the museum.

We accordingly sold the coach to him and gave the project our approval and support. My aunt also supplied him with many old family photos etc.

The museum has never been opened, and the flat has been sub-let to a series of tenants instead, from whom Mr. Miles has presumably received a regular rent up until a couple of years ago.

It would appear that Mr. Miles has assumed he will be able to buy the coach house as 'sitting tenant' under similar terms to the other 'council house' tenants in the park, and therefore paid little heed to the terms of his lease.

From 1983 Mr. Miles has also occupied a parcel of adjacent land, known as 'the orchard' belonging to my elderly aunts. We have, within the last month, finally conceded to Mr. Miles' claim of adverse possession of that land, as we could not justify any further legal expenses, which had already outstripped the value of the land.

We have tried to negotiate a settlement with Mr. Miles, but he cancelled a proposed mediation on the matter and rejected two sets of terms for a settlement that we put to him. I therefore suggest that the council will also have extreme difficulty in trying to negotiate any type of settlement with Mr. Miles.

It is a matter of public record that plans were drawn up for the sale and development of Northdown House and the coach house as private 'Apartments' and for 6 new 'mews cottages' on the former council parks depot site in 2008/9.

These policies were chiefly formulated by the Northdown Ward councillors: - the former leader of the council, and the former head of finance of the council, now deputy leader.

In the May 2007 election Mr. Miles stood as a councillor himself for Cliftonville West and, along with his wife and other friends nominated each of the Cliftonville East (Northdown) ward councillors for their seats. If these ward councillors now make any further comment or intervention in support of Mr. Miles' position, against the findings of the TDC officers in this matter, this would, in my opinion, confirm the need for a full investigation by the standards board into their support for Mr. Miles, with regard to the asset disposals policy, planning policy and pursuit of allegations against Mr. Miles' opponents.

Whilst the asset disposal policy was under way Mr. Miles took vacant possession of the coach house and boarded it up, possibly in anticipation of his acquisition of it for conversion to apartments..

I, together with cross party support of certain councillors, and a groundswell of local public support, drew attention to these plans, in a re-run of the campaign of the 1970's. A petition of 2000 signatures was raised in opposition to the potential selling off of the properties in Northdown Park in this way.

I am satisfied that Thanet District Council, both officers and members, have since responded to this public outcry and have reversed their asset disposal policies with regard to Northdown House and its environs.

I believe that Mr. Miles should now also recognise this popular demand, and now simply give up his lease without further ado.

The officer's report is clear about the terms of the lease, about Mr. Miles failure to observe them. He has, as far as I am aware, never shown any sign of genuinely intending to observe them since the start.

The tenant has had 25 years in which to comply with the terms of the lease and the covenants. From the officer's report, it appears that, as I have experienced with the orchard land, the tenant has refused all reasonable efforts to reach a fair compromise.

Mr. Miles' prompt voluntary surrender of the lease now would avoid the risk, for him, of a substantial award of the council's legal expenses, and of the costs of meeting the backlog repairs being awarded against him in court. The terms of his lease, and the terms of the covenants are clear cut, as, I believe, are the council's obligations to the public to uphold them. So the council has both a clear legal argument in their favour and a clear public obligation to address this issue.

For 25 years this issue has remained an open sore, in local affairs. The council now needs to grasp the nettle and see this matter through to a conclusion.

A secondary factor is that anyone who has challenged or stood up to Mr. Miles over the last 25 years over this issue, or other such property issues, be they officers, council members, his neighbours or those representing them, have been subjected to a retaliatory stream of allegations by him. These in turn have led to enormous costs being incurred by the council and other investigating bodies, and has caused great personal distress, cost and anxiety to those subjected to them. These individuals include a senior partner of a local firm of solicitors, head of TDC planning department, Leader of the council, and a score of others. Mr. Miles claims my re-iteration of these facts is 'defamatory' even though his allegations are all a matter of public record. As these matters are now likely to go to court, these continuing threats against those testifying against him, amounts, in my opinion, to 'intimidation of witnesses', which is a criminal offence.

Observers may say it would not be right for TDC to intervene in what appears to be a neighbour dispute. I would point out to them, that Mr. Miles' disputes at Northdown are not strictly with me, but are over the observance of covenants and grants of rights of way put in place by my father, who died in 2003, and by my grandfather, and has also been against my elderly aunts over the adverse possession of 'the orchard'. My role, and hence Mr. Miles' allegations against me, are as a result of the fact that I am the sole surviving representative of my family in the area, to see that these covenants at Northdown are upheld and observed. These covenants and obligations were all put in place to safeguard the long term public good, and do not benefit me personally.

I fear that if officers are not now authorised to take appropriate legal action to follow through on the breaches of this lease once and for all, this matter will never be resolved. Further trouble and expense will continue to be incurred indefinitely and a message will be sent out that TDC does not have the will to enforce the observance of the terms on all its property leases or contracts, however blatant the breaches of the terms are! but are only willing to take action against soft targets such as community groups when other more lucrative uses for their land arises.

I am confident that the matter will not be allowed to run on any longer and that the council will now do the right thing and ensure the coach house is used by local community groups and charities, or other such good uses in the way originally envisaged by my grandfather, as a true 'community asset'. The way that Trinity Resource Centre', has made the best use of my family's legacy to the church serves as a shining example of what was envisaged, and what is possible. Thanet Leisure Force have now taken up the reigns again in Northdown House and I am sure either of these bodies or some other such group could be found for whom the restoration and use of the building would provide an ideal community project.

I myself am willing to be involved and help in any way I can in helping to bring about such a project.

I am also willing to testify to the above facts in court, if necessary, and supply any supporting evidence needed to verify my testimony.

Yours sincerely

William Friend