

East Northdown Farm
Margate, Kent
CT9 3TS

To:- Neil Piper, Oast Cottage.
Trevor & June Riordan, East Northdown Cottage
Peter Miles, East Northdown House
George & Carol Goodall, Lawn Cottage

June 97

Maintainence of the lane at East Northdown Farm

The above five properties which adjoin the lane were all previously the property of I.J.C.Friend. No other party has independant vehicular access down the private unadopted road, however it is a public bridleway enjoyed by the public. I have a power of attorney to act on my fathers behalf for him in matters relating to the road. The access you enjoy down the lane was granted by him over the lane subject to provision for each occupier to contribute a regular annual maintainance charge. The lane has always been maintained and improved by the farm occupier on behalf of the landlord formerly I.J.C.Friend.

I have continued this over recent years at no cost to the other occupiers clearing leaves, maintaining boundary walls etc and despite allegations to the contrary by one occupier with his own agenda. The last road charge was levied in 1986 for the years 1983 to 1985 inclusive at the level set in each transfer agreement of one quarter of the rates payable on each property.

The main section of the road remains in good repair this is chiefly because the road slopes away to the right and down hill and latterly to the left to scakaways behind the walls. The first 30 yards however has no clearly defined camber allowing water to lie in several places. The patching done over recent years in this section by both myself and by Mr Miles have done nothing to tackle the underlying problem in this section which is one of drainage. The patches laid by Mr.Miles have been made without reference to any other party in an attempt to demonstrate some claim to the road in the face latterly of his refusal to acknowledge his obligation under the terms of his tranfer agreement from Mr I.J.C.Friend to contribute a road charge. In the face of this I embarked on a costly legal procedure to determine this and related matters but after spending £10,000 was unable to justify further hugh sums of money necessary to conclude the matter and dropped the action for that and no other reason.

I have not, in the intervening period, been willing to incur further legal costs to defend the covenants that the other road users all have over Mr.Miles as successors in title to I.J.C.Friend subsequent to the conditions of sale placed upon him in his agreement of sale. Likewise I have been unwilling to levy the road charge until major works have become necessary.

I feel that this point has now arrived and propose to resurface the upper section of the road during the summer providing a shallow drainage channel (3") on the righthand (east)side and overlaying left handside with sufficient tarmac to ensure that water drains freely to the right. I anticipate the cost to be around one thousand pounds and I shall be looking for contributions for the cost of the work as shown below.

East Northdown Cottage.....	100
East Northdown House.....	200
East Northdown House (unauthorised stables and Cottage)..	100
Lawn Cottage.....	200
Oast Cottage.....	100
East Northdown Farm.....	100
East Northdown Farm..(House) band F.	200.

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