

IN THE HIGH COURT OF JUSTICE  
QUEEN'S BENCH DIVISION

Claim No.: HQ17MO2838

BETWEEN :-

PETER MILES

Claimant

AND

WILLIAM OFFLEY HINCHCLIFFE FRIEND

Defendant

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PARTICULARS OF CLAIM

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1. The Claimant is, Mr Peter Miles, of East Northdown House, East Northdown, Margate, Kent, CT9 3TS.
2. The Claimant is a semi-retired businessman engaged in property management.
3. The Defendant is William Offley Hinchcliffe Friend, of East Northdown Farm, Margate, Kent, CT9 3TS.
4. The Defendant operates a garden centre with industrial units from his Northdown Farm property.

5. The parties have been near neighbours for more than 30 years. Regrettably those years have been marred by the Defendant's unwarranted hostility towards the Claimant that has manifested itself in a vindictive campaign against the Claimant since 1986, characterised by the Defendant making, repeating and publishing highly defamatory false and abusive statements about the Claimant in documents (such as emails) sent to officers of Thanet District Council and its planning department, MPs and others. The Defendant has also conspired with and / or encouraged and / or misled third parties into publishing highly defamatory, false and abusive statements about the Claimant as part of a campaign of harassment aimed at the Claimant.

#### **Background to the Dispute**

6. In order for the Court to understand the claim properly it is necessary to set out in some detail the background factual matrix to the now decades old disputes between the parties.
7. In 1982 the Claimant contracted to purchase his present home, East Northdown House, together with Mockett Cottage and land known as the Paddock from the late Mr IJC Friend (the father of the Defendant). In 1983 the Claimant also contracted to purchase adjoining Orchard Land from the Aunts of the Defendant. The transactions have proved to be highly contentious between the parties to the present claim and the Defendant has sought to defeat those transactions or regain control of the said properties and land.
8. A plan showing the locations of the East Northdown House, Mockett Cottage and adjoining land known as the Paddock together with the Orchard Land and the Defendant's property East Northdown Farm is Annexed to these Particulars of Claim as **Annex 1.**

9. In the years following the Defendant moving into East Northdown Farm in 1985, he has introduced new commercial uses at the said property and thereafter intensified those commercial uses and continues to do so: albeit the extent to which the commercial activities carried out by the Defendant at East Northdown Farm were or ever have been within planning regulations applying to the said property is a matter of live dispute between the parties. However, that is not a dispute required to be resolved within the present proceedings. Such use of East Northdown Farm by the Defendant has caused the Claimant significant nuisance and annoyance, and destroyed the peace and quiet of what was previously a quiet rural conservation area.
10. The disputes and difficulties that arose out of the Claimant's purchase of East Northdown House, Mockett Cottage and the adjoining Paddock, together with the Orchard Land have run in parallel with the Claimant's complaints about the nuisance caused by the Defendant's commercial activities at East Northdown Farm.
11. The sale of the various properties and parcels of land (as set out above) were also beset by difficulties resulting from the dishonesty of the Defendant's late father and the solicitors acting in respect of the sales. In particular, the fact that the Defendant's father did not own the Paddock Land that he was purportedly selling to the Claimant, but was in reality was owned by his sisters (the Defendant's aunts).
12. In 2007, the Claimant was compelled to commence High Court proceedings (Claim No.: HC06C04403) against the Defendant's aunts, which included a claim for specific performance of the 1983 contract for the sale and purchase of the Orchard Land. The Defendant took control of the proceedings, on behalf of the sisters, and both defended

the claim and counterclaimed. The proceedings were eventually compromised in 2010 when the Defendant offered to effect completion of the sale to the Claimant of the Orchard Land on the basis of the Claimant's adverse possession, which the Claimant accepted.

13. The difficulties between the parties did not end with the settlement of the 2007 Claim.

In 2009 the Defendant sought title to the access road to East Northdown House, which the Claimant objected under the *Ad Medium Filum* principle. Again, the proceedings were compromised by agreement, although not to the complete satisfaction of any of the parties.

14. In 2010, the Claimant then issued a claim in nuisance against the Defendant in the Thanet County Court (Claim No.: ITT00777) because of the severe intensification of commercial activity at the Defendant's East Northdown Farm and the severe damage that was being caused to the access road caused by the commercial traffic, including lorries, making regular use of the road. The proceedings were compromised within the 2013 Tomlin Order.

15. In 2011, yet further proceedings were brought in the First Tier Tribunal (Property Chamber) - Claim No. 2012/0164 - for registration of prescriptive rights of way for the benefit of the Paddock and Orchard. Again, the proceedings were compromised with the 2013 Tomlin Order.

16. In 2013, the parties sought to resolve the Claimant's application for registration of rights of way over the access road and the Defendants adjoining land and the Claimant's

nuisance allegations arising from the Defendant's commercial activities at East Northdown Farm. The proceedings were eventually compromised by way of a Tomlin Order entered into by the parties on the 15<sup>th</sup> July 2013. Amongst other things, the Order required the Defendant not to make any further defamatory statements about the Claimant or harass the Claimant or members of his family. A copy of the said Tomlin Order and its Schedule is annexed to these Particulars of Claim as **Annex 2**.

17. It is the Claimant's case that the Defendant has flagrantly breached the terms of the Schedule to the 2103 Tomlin Order by making and / or repeating highly defamatory statements about the Claimant and engaging in a course of conduct in making those statements that was calculated to harass the Claimant.
18. It is the Claimant's case that it is clear that the Defendant has no intention of complying with either the letter or the spirit of the terms of the Schedule to the 2013 Tomlin Order and that settlement is now a dead letter.
19. In addition to the frequent litigation between the parties, as set out above, it is also the Claimant's case that throughout the period from 1986 until 2013, the Defendant has repeatedly made and published by himself or through third parties numerous highly defamatory, false and / or abusive statements about the Claimant. Whilst such statements fall well outside the limitation period for claims in defamation, the Claimant will rely on the long history of the Defendant making and repeating such statements to demonstrate both the degree to which the Defendant has been prepared to stoop to traduce the Claimant and the consequential aggravation of the damage and anxiety caused to the Claimant by the Defendant's later breach of the Schedule to the 2013

Tomlin Order - under the terms of which he had agreed to cease making defamatory statements about the Claimant.

20. On the 4<sup>th</sup> August 2017 the Claimant issued a Claim Form alleging both defamation (libel) and breaches of the Schedule to the 2013 Tomlin Order.

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**PARTICULARS OF DEFAMATION**

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21. The Defendant has made numerous libellous statements directed at the Claimant since May 2016, when his most recent campaign of defaming and harassing the Claimant commenced and when he reopened issues involving Thanet District Council ('TDC'), as set out below. The Claimant had mistakenly thought that the publication of defamatory statements by the Defendant and harassment of the Claimant by the Defendant had finally been settled and brought to an end under the terms of the Schedule to the 2013 Tomlin Order. However, the Defendant has failed to comply with either the letter or the spirit of that Schedule and unless restrained by the Court will make further libellous statements about the Claimant and continue his campaign of harassment.

**Email of the 6<sup>th</sup> August 2016**

22. Under cover of an email, dated the 6 August 2016, written by the Defendant and sent on that date to: Mr D Brown, TDC Planning Services, Mr Iain Livingstone (Thanet District Council), Sir Roger Gale MP, Mr Mike Welham (NFU Mutual) and Mr Robin Edwards (Director South East), the Defendant makes a number of false and defamatory statements, as well as repeatedly asserting that the Claimant is a known "vexatious" litigant – something which the Defendant cannot reasonably believe to be true.

23. In particular, the following statement from the said 6<sup>th</sup> August email is defamatory:

*"You should be aware that Miles allegations against me are part of a longstanding abuse of process on Miles part to obstruct my business development and possibly force me out of business, in order to leave Miles to develop his East Northdown House site free of the covenants and terms of his sales agreement of 1982...."*

24. The underlying motivation for making the said statement complained of appears to be malice directed at the Claimant due to his challenging the Defendant's persistent unlawful / unauthorised commercial activities at East Northdown Farm prior to July 2013.

25. The Defendant's statement, set out in paragraph 25 above, is false in every material respect. Mr Miles' complaints about the Defendant's commercial activities at East Northdown Farm were made to TDC, prior to July 2013, for the entirely proper purpose of requiring the Defendant to refrain from engaging in unauthorised and nuisance causing commercial activities at that site. For the avoidance of doubt, there are no extant "covenants" restricting the use of East Northdown House as these ceased to have effect upon the completion and registration of East Northdown House in the name of Mr Miles.

26. The natural and ordinary meaning of the Defendant's words is that Mr Miles has wrongfully and unlawfully attempted to manipulate the TDC planning system to his advantage and the Defendant's significant detriment: all of which is entirely untrue.

27. Consequently, the said statement is defamatory and will have caused serious harm to the reputation of the Claimant, as well as causing him distress and embarrassment.

28. Further to the above, the said email of the 6<sup>th</sup> August 2017 also attached a copy of a letter previously sent by the Defendant to TDC, which in turn contains numerous false and defamatory statements. The only purpose the Defendant could have had for re-publishing that letter would have been to repeat the numerous nonsensical and defamatory statements made in that letter, with the intention of harassing Mr Miles, in breach of the terms of the 2013 Tomlin Order. An issue that will be dealt with further below.

*Email of the 8<sup>th</sup> August 2016*

29. Under cover of an email, dated the 8<sup>th</sup> August 2016, sent by the Defendant to: Mr D Brown, TDC Planning Services, Mr Iain Livingstone (Thanet District Council), Sir Roger Gale MP, Mr Mike Welham (NFU Mutual) and Mr Robin Edwards (Director South East), the Defendant made a number of false and defamatory statements.

30. The first defamatory statement set out in the said 8<sup>th</sup> August 2016 email reads as follows:

*"Mrs Fibbins has handled my applications with fairness and professionalism over the past couple of years and should not have to be subject to bullying by Miles or by those acting for him."*



31. The statement set out in paragraph 16 above is materially false. It is denied that Mr Miles has ever "bullied" Mrs Fibbins or any other person acting for TDC or instructed any other party to do so.
32. The natural and ordinary meaning of the Defendant's words is that the Claimant has threatened or otherwise abused a council worker to obtain his own ends or stifle the Defendant's applications.
33. Consequently, the said statement is defamatory and has caused serious harm to the reputation of the Claimant, as well as causing him distress and embarrassment.
34. The second defamatory statement set out in the said 8<sup>th</sup> August 2016 email reads as follows:

*"I believe Mr Thomas, Albon and Ms Berry were 'lent on' by Miles – who made complaints to the Ombudsman about them and councillor Wise and councillor Ezekiel, to reverse the recommendation – in a similar way to that later proved to be the case in King Street – in the case leading to Cllr Ezekiel's eventual imprisonment."*

35. That statement is materially false as the Defendant would have known. It is denied that the Claimant has ever "lent" on any individual – "lent" in this context meaning that the Claimant applied improper pressure on an individual little short of blackmail. The statement is not only defamatory but also highly offensive in that it seeks to link Mr Miles to the criminal conduct of a former councillor(s) at TDC, with whom Mr Miles

was not associated in his wrongdoing. In fact, quite the contrary was the case. It was the Claimant who sought to expose that wrongdoing.

36. The natural and ordinary meaning of those words is that Mr Miles had so abused the planning system at TDC that his actions can be equated to the criminality previously proved against Cllr Ezekiel and others.

37. Consequently, that statement is seriously defamatory and has caused serious harm to the reputation of the Claimant, as well as causing him distress and embarrassment.

38. The damage to the Claimant's reputation caused by the contents of the said 8<sup>th</sup> August 2016 email is, of course, aggravated and amplified by the earlier defamatory statements made to the same recipients in the Defendant's email and attachment thereto of the 6<sup>th</sup> August 2016.

*Email dated the 31<sup>st</sup> October 2016*

39. Under cover of an email, dated the 31<sup>st</sup> October 2016, sent by the Defendant to a Mr Howes of Thanet District Council, the Defendant made a number of false and defamatory statements concerning two planning applications submitted to TDC by the Claimant in relation to a private garage and the renewal of listed building consent for Mockett Cottage.

40. The first defamatory statement (or more precisely a series of related statements that should be considered together) set out in the Defendant's 31<sup>st</sup> October email read as follows:

*"The two applications are based on several false premises, and misleading submissions and omissions."*

And

*"The LBC application falsely claims that the conversion of the existing garage and workshop amounts to an extension of Mockett's cottage, as an existing separate dwelling, and therefore does not require planning consent."*

And

*"We sold it [a horse drawn coach] to Mr Miles in Autumn 1985, on the basis that he wished to restore it and 'give it a good home' that can now been seen to have been ruse, to secure tenure of the coach house under favourable terms (£100/year rent?) as a private dwelling."*

41. The ordinary and natural meaning of the words set out above (whether read as individual statements or collectively) is that the Claimant is a thoroughly dishonest individual who would not hesitate to make false and / or deceptive statements for his own benefit in his dealings with either the local council or individuals such as the late Mr IJC Friend.
42. The statements set out in paragraph 41 above are all materially and demonstrably false and the allegations set out therein are, in any event, denied by the Claimant.
43. Consequently, the said statements are seriously libellous and have caused serious harm to the reputation of the Claimant as well as causing him distress and embarrassment.

44. The second defamatory statement set out in the Defendant's 31<sup>st</sup> October email reads as follows:

*"In April 1986, Mr Miles wrote an undated and not properly signed letter – threatening black mail. It stated that unless ENC was sold to him, the repercussions for son will be endless and beyond his control."*

45. The statement set out above is demonstrably false and is, in any event, denied by the Claimant.

46. The ordinary and natural meaning of those words are that the Claimant has committed, or attempted to commit, the serious criminal offence of blackmail – which carries with it the clear inference that the Claimant (or those acting for) him) were prepared to resort to violence against the late Mr Friend in the event that the Claimant did not get his way over the sale of East Northdown Cottage.

47. The Defendant's statement is entirely untrue, to the point of being absurd if it were not so serious, as the Claimant was in fact trying to warn Mr Friend Senior about selling East Northdown Cottage to a very unsavoury character and the likely consequences if the sale went through.

48. However, the said statement is false and seriously defamatory and has caused serious harm to the reputation of the Claimant, as well as causing him distress and embarrassment.

49. The third defamatory statement (or series of statements) set out in the Defendant's 31<sup>st</sup>

October email read as follows:

*"Lastly the other reason why these matters are a matter of public concern, and have been brought to you as a monitoring officer, is that throughout Mr Miles 30 year campaign, to secure development of East Northdown, and of retaliatory actions against anyone opposed to them, he has repeatedly tried to gain a position of political influence."*

And

*"Again in 2005, he was central to Cllr Ezekiel's support network, when the allegations against me were made, and I had a four year review into the alleged planning breaches, sponsored by Cllr Ezekiel. The Coach House was put on the asset disposal list. My complaints against Cllr Ezekiel of maladministration in 2008/9 were ultimately proved to be well founded."*

50. The allegations that the Claimant used his "*position of political influence*" – that is to say when he served as a TDC councillor between 1987 and 1991 and his position within his local Conservative Party Association – for improper and / or illegal purposes is false and in any event denied. The Claimant simply did not have any "*political influence*" to wield to his advantage or the Defendant's detriment. Furthermore, the Claimant has never engaged in "*retaliatory*" acts against anyone and was certainly never part of Cllr Ezekiel's "*support network*."

51. The ordinary and natural meaning of the defamatory statements set out at paragraph 36 above (whether read as individual statements or together) is that the Claimant was intimately connected / associated with a councillor who had (without doubt) been

engaged in criminal activity and by implication the Claimant was part and parcel of Cllr Ezekiel's criminal wrongdoing. The Claimant strenuously denies any criminal conduct on his part – either in conjunction with Cllr Ezekiel or otherwise.

52. Consequently, the said statement being entirely false is libellous and has caused serious harm to the reputation of the Claimant, as well as causing him distress and embarrassment.

*Email dated the 3<sup>rd</sup> November 2016*

53. Under cover of the email, dated the 3<sup>rd</sup> November 2016, sent by the Defendant to a Mr Howes of Thanet District council, the Defendant made the following statement:

*“Mr Livingstone advised that I take the matter up with yourself, as issues of corporate governance and of monitoring of members and officers can all conduct their affairs without fear or favour, and that all representations received by the council are full honest and truthful rather than deceitful untruthful erroneous or vexatious. Mr Miles has waged a campaign of vexatious allegations through the planning system for 30 years which is well documented.”*

The Defendant's 3<sup>rd</sup> November 2016 email then goes on to state:

*“He had made repeated, unfounded or vexatious allegations with the intent of intimidating members of the public, council and officers”.*

54. The ordinary and natural meaning of those words is that the Claimant has made statements to TDC that were fraudulent and / or dishonest and / or partial and furthermore were made with an improper purposes or motivation; including placing

members of the public and council in fear of his making such fraudulent and / or dishonest and /or partial statements to influence planning decisions in his favour.

55. The statements, set out in paragraph 53 above, are entirely without foundation in fact and the allegations set out therein are in any event denied by the Claimant.

56. Consequently, the said statements are false and therefore defamatory of the Claimant and libellous and have caused serious harm to the Claimant's reputation, as well as causing him distress and embarrassment.

57. Under cover of a letter dated 11<sup>th</sup> July 2017 the Claimant's solicitors wrote to the Defendant requiring that he withdraw the defamatory statements and apologise for making them – despite having instructed solicitors the Defendant has to date provided no apology or otherwise offered to make amends for his conduct or even condescended to provide a substantive response to the allegations made against him.

58. The Claimant has therefore had no choice but to issue and pursue the present claim and the Court is respectfully invited to take the Defendant's pre-action conduct into account when dealing with the costs of this claim.

**Defamatory Statements made by the Defendant Outside of the  
Limitation Period but in breach of the 2013 Tomlin Order**

59. As noted above, it is also the Claimant's case that the Defendant has made and published and repeated numerous defamatory statements since the 2013 Tomlin Order was agreed between the parties. Statements that would be actionable but for their having been made more than a year prior the present claim being issued and therefore falling

outside of the applicable limitation period. However, such statements are still relevant to the present claim because they form part of a course of conduct by the Defendant intended to harass the Claimant – in breach of the Defendant's obligations under the terms of the Schedule to the 2013 Tomlin Order.

60. It is not proposed to deal with all such limitation barred claims but provide the Court with the worst examples of the Defendant's conduct and the extent to which he has been prepared to abuse the Claimant.

*Statement by Mr Friend, dated the 9<sup>th</sup> June 2016, in support of his planning application for permission for an additional polytunnel*

61. Under cover of a written statement dated the 9<sup>th</sup> June 2016, and subsequently published on the TDC website (since removed at the request of the Claimant) the Defendant levels numerous allegations against the Claimant – all of which are false - and persistently make reference to the Claimant as a known "vexatious" individual. For example, the Defendant states (referring to the "complainant" Mr Miles) as follows:

*"The complainant is now recognised to be (and to have been) a vexatious litigant / complainant by the by the council and allied statutory bodies."*

62. That statement was, as the Defendant well knew at the time of making it, entirely false.

The Claimant had been – *quite wrongly* – described as a vexatious litigant by the Thanet District Council and that description has then been persistently repeated by the Defendant, despite his being aware of the falsity of the accusation. The designation of Mr Miles as a "vexatious" individual by the Council is now the subject of a formal



complaint and an on-going investigation by the Information Commissioner as a breach of the Data Protection Act 1988.

63. In any event, the ordinary and natural meaning of those words is self-evident and indicate that the Claimant has a well-known history of making false / fraudulent / unsustainable complaints to the local council and others concerning the Defendant and consequently any allegations he now raises against the present planning applications should be discounted. The allegation contained in that statement is false and is denied by the Claimant.

64. Consequently, that statement is libellous (but not actionable as such) and was made with the direct and malicious intention of causing serious harm to the reputation of the Claimant.

65. The Defendant's 9<sup>th</sup> June 2016 statement also asserts, with reference to the Claimant, as follows:

*"The campaign of allegations which peaked in 2005 – 2007 can now be seen to have been an abuse of process, intended to secure advantageous settlement of an adverse possession claim and claims of access rights by the complainant, rather than as any genuine grievances relating to nuisance to himself or his associates."*

66. That statement is false and libellous (but not actionable as such), as its original and natural meaning is the Claimant has over a number of years made numerous false statements to the council in order or corruptly obtain an advantage in a dispute with the Defendant's aunts concerning the ownership of the Orchard land.

67. Despite having been made more than 12 months prior to the date of this Claim (and therefore subject to a limitation bar for the purposes of a defamation claim) it is the Claimant's case that the said statement was made by the Defendant as part of a course of conduct intended to harass the Claimant.

*Attachment to the Email dated the 6<sup>th</sup> August 2016*

68. As noted above, under cover of an email dated the 6<sup>th</sup> August 2016, the Defendant sent to Mr D Brown, TDC Planning Services, Mr Iain Livingstone (Thanet District Council), Sir Roger Gale MP, Mr Mike Welham (NFU Mutual) and Mr Robin Edwards (Director South East), the Defendant attached a letter previously sent by the Defendant to TDC dated the 2<sup>nd</sup> June 2006.

69. The said letter of the 2<sup>nd</sup> June 2006 contains numerous false and defamatory statements and in particular the Defendant asserts that the Claimant has engaged in:

*"Repeated harassment of Officers and Members of the public PETER ROBERT MILES"*

*And*

*"I wish to make an official complaint that the council has not done enough to protect the public and its officers from a continuous stream of allegations and accusations by the P.R. Miles of East Northdown House."*

*And*

*"...harassment in a letter of April '86 he made a thinly veiled threat that if my father failed to sell East Northdown Cottage to him, the repercussions for me would be endless."*

*And*

*"...in pursuit of his establishing his claims over the road and the Orchard he has openly pursued a campaign of harassment, intimidation, and bullying against me, my family and associates for over 20 years."*

And

*"I believe there is plenty of evidence to confirm that Mr Miles has repeatedly orchestrated a campaign of harassment against me, my staff, neighbours, professional advisors and any officers of statutory bodies that failed to agree with him over a period of 20 years, by abusing the provision for making genuine complaints to statutory bodies."*

And

*"There is also ample evidence that he conducted similar campaigns in the past against others."*

70. The quotes set out above, represent only a selection of passages from the said 2006 letter but they give the flavour of the bile directed towards the Claimant by the Defendant and the extent to which he is prepared to make false and defamatory statements about the Claimant to achieve his nefarious ends.
71. Each of the statements from the 2<sup>nd</sup> June 2006 letter are false and, in any event, are denied by the Claimant. For the avoidance of any doubt, the Claimant has never harassed any council officer or member of the public, or made a stream of allegations and accusations nor has he ever threatened the Defendant, or anyone else or orchestrated a campaign of harassment or victimisation directed at the Defendant.
72. Whilst it must be accepted that the contents of that 2006 letter are subject to the "first publication rule" pursuant to s.9 of the Defamation Act 2013 – its 2006 republication by

the Defendant in the context the other defamatory emails and statements set out above, undoubtedly forms part of a course of conduct intended to harass Mr Miles.

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**PARTICULARS OF BREACH OF THE 2013 TOMLIN  
ORDER AND HARASSMENT OF THE CLAIMANT**

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73. Further or alternatively to the Claimant's claim in defamation, as set out above, it is the Claimant's case that the making and / or the repeating of defamatory statements by the Defendant since the 16 July 2013 is a breach of the express terms of the Schedule to the 2013 Tomlin Order under the terms of which each party gave mutual undertakings not to defame or otherwise harass the other party.
74. For the avoidance of doubt, even if certain of the Defendant's statements complained of herein are subject to a limitation period bar for the purposes of maintaining defamation proceedings (including those falling within the ambit of s.9 of the Defamation Act 2013), or, are otherwise not found to be defamatory *per se*, it remains the Claimant's case that by making or repeating the said statements the Defendant has still pursued a course of conduct intended to harass the Claimant in breach of the terms of the 2013 Tomlin Order.
75. Specifically, paragraph 13 of the Schedule to the 2013 Tomlin Order provides that:

*"13. The parties hereby give each other mutual undertakings not to harass or defame other party or the other party's immediate family whether by themselves, their servants, agents or otherwise."* [emphasis added]

76. It is averred that the Defendant's numerous statements, as complained of herein by the Claimant, are defamatory for the reasons already pleaded and as such the Defendant is in clear breach of the terms of paragraph 13 of the Schedule to the 2013 Tomlin Order; which requires the Defendant to cease and desist from defaming the Claimant.
77. In the above premises the Claimant has suffered loss and damage by reason of the said breach of paragraph 13 of the 2013 Tomlin Order either equivalent to the damages that would be awarded in respect of such claims in defamation or at such a level as deemed to be fair and reasonable by the Court in all the circumstances of the case (including not allowing for double recovery in respect of the same allegation of defamation).
78. Furthermore, in respect of the said breach the Claimant is also entitled to seek an injunction from the Court restraining the Defendant from either making further defamatory statements concerning the Claimant or repeating the defamatory statements complained of herein or otherwise breaching the terms of the Schedule to the Tomlin Order.
79. Further or alternatively, the making of those defamatory statements (including repeating the defamatory and scurrilous statements made by the Defendant prior to July 2013) is a course of conduct intended to and did in fact "harass" the Claimant and is therefore a further and additional breach of the terms of para.13 of the Schedule.

80. It is not clear on its face whether the term "harassment", for the purposes of the Schedule to the Tomlin Order, has been adopted directly from the Protection from Harassment Act 1997 but in these Particulars of Claim the term "harassment" will be treated as if it were a claim under s.1 of the 1997 Act.
81. It is the Claimant's case that the Defendant ought to have known that his actions in making the defamatory statements complained of would harass the Claimant. The reality is that the Defendant knowingly made the said statements to harass the Claimant and with the malicious intent of causing as much damage to the Claimant's reputation as possible as well as causing him personal distress and anxiety.
82. It is averred that the Defendant has, since 2013, persistently published false, scurrilous and libellous statements concerning the Claimant. As such, the Defendant has engaged in a course of conduct intended to harass the Claimant and that any reasonable person would know such a course of conduct would amount to harassment: as that term is used at ss.1 and 7 of the 1997 Act.
83. In the above premises, the Claimant has suffered yet further loss and damage by reason of the Defendant's breach of paragraph 13 of the Schedule to the 2013 Tomlin Order; losses equivalent to the damages that would be awarded in respect of such conduct under the terms of s.3(2) of the 1997 Act in respect of such harassment that it to say for both the financial losses accruing from such harassment and the personal anxiety caused to the Claimant.
84. Furthermore, in respect of the said breach of the terms of the 2013 Tomlin Order the Claimant is also entitled to seek an injunction from the Court restraining the Defendant from pursuing (or permitting or encouraging other person or persons to pursue) a course

of conduct that would amount to the harassment of the Claimant or his family or otherwise breaching the terms of the Schedule to the 2013 Tomlin Order.

85. For the reasons set out above, the Court is respectfully asked to give judgment for the Claimant on the claims and award the Claimant substantial damages for the damage to his reputation, grant injunctive relief against the Defendant and order the payment of his costs.

**AND the Claimant Claims:**

- (1) Damages as against the Defendant for defamation (libel);
- (2) Further or alternatively to paragraph (1), damages as against the Defendant for breaching the terms of the Schedule to the 2013 Tomlin order by reason of his making defamatory statements concerning the Claimant, contrary to paragraph 13 of the said Schedule;
- (3) Damages as aforesaid as against the Defendant for breaching the terms of the Schedule to the 2013 Tomlin order by reason of his having knowingly pursued a course of conduct that amounted to harassment of the Claimant, contrary to paragraph 13 of the said Schedule;
- (4) An injunction restraining the Defendant from:
  - (a) repeating any of the defamatory statements set out in these Particulars of Claim, or making any further defamatory statements concerning the Claimant or his immediate family, or professional advisors, or otherwise procuring or

encouraging any other person or persons to make or repeat such defamatory statements; and / or

(b) undertaking any further acts of harassment of the Claimant or his immediate family including (but not limited to) making or repeating (or procuring or encouraging others to make or repeat) any further defamatory or otherwise materially false statements concerning the Claimant.

(5) Costs.

**Dr Timothy Sampson**

**STATEMENT OF TRUTH**

The Claimant believes these Particulars of Claim to be true



Dated 24 October 2017

**PETER MILES**