

East Northdown House,
East Northdown,
Margate,
CT9 3TS
26th March 2019

Mr James Squier,
Messrs Bidwells.

Dear James,

Further to receipt of your draft heads of terms of 18th February and having now received the advice I required, I will now attempt to summarise where we seem to be now, and since receipt of your initial letter of 3rd August 2018. My solicitors have also forwarded a copy of the letter from Mr Hall of the 13th March.

We had what I thought was a very positive meeting on the 26th September and on behalf of your client, you agreed with me to progress a scheme of residential development for both your client's and my land. I considered this to be a positive move. We even discussed a single residential unit for the garden of East Northdown Cottage in order to address any objection that the occupiers of East Northdown Cottage might have. Primarily the proposals would have removed a considerable part of your client's nuisance.

We agreed subject to your client's further agreement, to lodge a joint local plan submission to the Local Planning Authority. You subsequently confirmed your client's agreement to the submission and authorised my planning consultant to make a joint submission.

Unfortunately, on the 11th October 2018, your client and despite your efforts on his behalf, secretly messaged my planning consultant stating that he had no intention of implementing the residential scheme agreed with you. Instead intended to, 'develop and improve his existing farm, garden and business centre site as a community hub rather than pursuing the housing allocation'. Your client even demanded that my consultant should "persuade me" to accept his plan.

That communication resulted in considerable confusion and annoyance, with you then confirming that your client's communication should be destroyed and that from that point on you were the authorised point of contact. You confirmed that your client had agreed for you alone to not only represent him, but to also proceed with the proposed residential development. Relying on your confirmation, my understanding was that whatever I agreed with you, was indeed agreed with your client.

The local plan submission was lodged with the Local Planning Authority.

From that point in time however, little or no further progress appears to have been made. Despite my repeated requests that you appoint a planning consultant to work with mine, you have never identified or appointed a consultant. Consequently no pre-application advice has ever been sought from the LPA and no planning application ever submitted.

At our September meeting, you asked me to provide a list of other issues that we could possibly resolve which I forwarded to you on 4th October 2018. That list included:

1. Your client to cease permanently all harassment and defamation by himself or through third parties
2. Your client to take down from the internet all published statements
3. Your client to disclose all statements made and to provide an unreserved and agreed apology and retraction for all false, defamatory and harassing statements and agree to an restraining injunction.
4. Your client to cease all harassment relating to all my property interests, particularly relating to land in Fort Road Margate and the Coach House, and to acknowledge that he has no title nor claim regarding the Coach House.
5. Your client to cease all commercial activities at East Northdown Farm including commercial use of private road and to keep the northern access gates locked at all times.
6. Your client to agree to registration of rights of way to the Orchard for uses incidental to East Northdown House and a livery yard
7. Your client to agree to registration of rights of way to the Paddock for all purposes, registration of rights of way to access a drain and registration of rights for parking in road.
8. Your client to reinstate the surface of road to it's full width
9. Your client to enter into a formal maintenance agreement with all adjoining owners using the road
10. Your client to introduce traffic control and not to introduce any further traffic use.
11. Your client to withdraw all and any claim to my walls surrounding East Northdown House.
12. Your client to remove his concrete block obstruction from Blue Land.
13. Yours client to acknowledge that his allegations regarding the window in southern elevation of my house were false and to unreservedly withdrawn those allegations.
14. Your client to enforce no parking on Blue land and to instruct Mr & Mrs Riordan to cease all nuisance and harassment.
15. Your client to discontinue the Deed of Grant claim.

16. Your client to pay damages to be agreed for breaches of Tomlin Order defamation, nuisance and harassment.

Other than your confirmation of your client's agreement to cease submitting false and defamatory public comments in relation to my listed building consent applications for the replacement of structural brickwork and an incongruous modern window, I have received no meaningful proposals from you to address those issues. As you are aware, because of the Local Authorities reliance on your client's false claims of this particular window having historical significance and of plans to convert my home into a house of multiple occupation, the south east corner of my home continues to remain supported on temporary metal props.

Further, I am now aware that you yourself submitted a public comment relating to my planning application to replace my private garage and workshop. You alleged that the proposal would result in an increase in vehicles using the access, that the development was inappropriate for a private road already beyond the normally acceptable capacity, that the development would cause significant damage to the character of the historic buildings and the amenity of the conservation area and that the development would damage the appearance of the historic buildings in the landscape to the north of the lane. None of those allegations were justified and indeed you have since confirmed that subject to my purchasing rights of way from your client for East Northdown House, and may I add rights of way that I already enjoy, your client will raise no further objections. I consider that your comments were submitted on behalf of your client as part of his thirty year campaign, all because he cannot accept his father's disgraceful behaviour when he sold me land belonging to your client's aunts, or that his father sold his ancestral home thirty seven years ago, or that he retains no control over East Northdown House whatsoever. It is very clear to me, that your letter was in support of your clients long held belief that he can somehow regain control over my home.

I have also been particularly concerned to observe and following our agreeing to proceed with the alternative residential scheme for a second time, that regardless of the second agreement and your assurances, your client is pursuing the very same plans disclosed in his secret messages to my planning consultant that you then assured me were withdrawn and were to be destroyed. Many hundreds of tons of road spoil have recently been tipped, both on the green wedge land and on the land subject of the local plan submission opposite to my home and next to what were understood to be the metal hoops of an agricultural polytunnel. Since the spoil was tipped, your client has spread the tipped road spoil between the supposed polytunnel hoops and fitted metal guttering, solid metal sides, windows and metal dividing partitions. In effect I believe your client is constructing a significant industrial building with only the benefit of planning permission for an agricultural polytunnel reported as being "required for the housing of plants/vegetation associated with the farm". I note that your client failed to submit

and the LPA for some reason, failed to require the submission of a statutory design and access statement for such a development in a conservation area. I also note again for an unknown reason, that the LPA failed to properly consider the effect of the proposed development on both the conservation area and the setting of nearby listed buildings.

In addition to constructing the building directly opposite to my home, your client has also now commenced the construction of some fourteen additional similar buildings, all in full view of my home. In the course of recent correspondence, even you now appear to have abandoned the agreed alternative joint residential scheme and are now claiming that your client benefits from planning permissions for 'agricultural, horticultural or commercial use' for almost the entirety of the land opposite my home. You provided a coloured plan identifying the extent of the commercial uses which even included a new, "commercial use access point". You offered to superimpose the relevant planning permissions on that plan, but then withdrew your offer, stating that all of the relevant permissions are published on the LPA's web site. I can find no such permissions and certainly never received any neighbour notifications of any such applications from the LPA.

Despite your client's claim to have a 'farm plan agreed with the LPA in 2013', you have confirmed that your client has no farm plan and in the absence of any visible farming activity, I cannot reconcile that there is any possible justification for the construction now of so many industrial type buildings with solid sides and windows if their purpose is not for commercial use.

Certainly now and unless your client agrees to remove all of the buildings currently under construction, the joint residential development agreed with you and submitted as a local plan notification, would be totally impossible to implement.

We appear now to be making little or no progress in our 'negotiations'. Instead of the agreed joint residential development and the removal of at least some of your client's nuisance, I am witnessing the construction of a great many industrial type buildings directly opposite to my home, on a farm with no farm plan and no noticeable farming activity. That is not in my opinion, conducive to bringing forward a residential scheme even for my land alone as you are now proposing.

If there are to be further negotiations, can I please receive your proposals for addressing all of the above matters, including identifying the relevant permissions for the industrial type buildings currently under construction, together with confirmation of your clients intended use.

Kind regards,

Peter Miles