

IN THE COUNTY COURT AT CANTERBURY

Claim No

BETWEEN:

WILLIAM OFFLEY HINCHLIFFE FRIEND

Claimant

-and-

PETER MILES

Defendant

Witness Statement of Peter Miles

I Peter Miles of East Northdown House, Margate CT0 3T5 will say as follows:

1. This claim has been issued under part 8 which is inappropriate because there is a substantial dispute of fact and I do not accept that the Claimant is entitled to use this procedure.
2. Further, the agreement of 2013 on which the Claimant relies in this claim, specifically included a term that any disagreement regarding the terms of the Deed of Grant would be referred to the Adjudicator to the Land Registry. There was no provision or agreement for any referral to the County Court.
3. Further, the agreement of 2013 included resolutions to various matters all to be taken as a whole. In this case the Claimant has focused on the Deed of Grant matter only and has failed to disclose that the financial contributions towards maintenance of the roadway are inextricably linked to the further agreements that the Claimant would not re-introduce commercial use of the roadway and would not intensify commercial uses at East Northdown Farm. The Claimant has omitted to disclose that he has breached both of those agreed terms. The financial terms of the proposed deed of grant were agreed on the understanding and agreement that the road would only be used by owners of other properties accessed over the road and who would also contribute pro rata towards the maintenance of the road.
4. Further, the Claimant paints a very simplistic picture. The situation is far from that with a very unfortunate history now stretching over thirty years.

5. I live at East Northdown House, Margate, Kent, which I purchased from Mr IJC Friend, the late father of the Claimant in 1982. The sale included East Northdown House the adjoining cottage and land known as the Paddock. Mr IJC Friend had allowed both East Northdown House and the adjoining cottage to fall into a derelict state requiring major works and expenditure.
6. Messrs Girling Wilson and Harvie solicitors, now known as Girlings, acted for Mr IJC Friend, myself, and my mortgagees and initially I assumed wrongly that the conveyance had progressed and been completed.
7. Following my purchase, I initially ran a livery yard on the Paddock land and in order to finance considerable re-instatement and maintenance costs, intended adapting part of East Northdown House for a business use. Planning permissions were granted for wedding receptions in c1987 and an elderly persons home in 1990. Because of the overt hostility of Mr IJC Friend (until his death) and the Claimant, I have never been able to implement any such use.
8. In 1983, I purchased the adjoining Orchard land from the Defendant's Aunts and extended my livery business. Girting Wilson and Harvie again acted for the vendors, myself and my mortgagees.
9. In c1985 I lobbied the local Planning Authority to designate East Northdown a Conservation Area which was successful.
10. Also In 1985, I part performed on a verbal contract to purchase East Northdown Cottage, another adjoining property which was also derelict, from IJC Friend. Part of East Northdown Cottage had been demolished as a dangerous structure by the local Authority, following them serving notice which Mr IJC Friend had failed to comply.
11. In 1985/6, and notwithstanding my verbal contract with Mr IJC Friend and part performance, Mr IJC Friend sold East Northdown Cottage to a Mrs June Riordan (the personal secretary of a senior partner of Girlings) and her husband.
12. This sale rang alarm bells and subsequent enquiries revealed that Girlings had inter alia»
 - Delayed applying for registration of ENH.
 - Failed to gain my signature on the transfer for ENH and lost contracted covenants.
 - Failed to procure a contracted Deed of Grant for access over the private roadway. The late Mr IJC Friend had claimed to own the roadway at the time of purchase.
 - Failed to disclose that they had received counsel's opinion that Mr IJC Friend had no title to the private roadway.
 - Failed to disclose that they had received counsel's opinion that Mr IJC Friend had no title to the Paddock.
 - Failed to disclose that title for the Paddock was not vested in Mr IJC Friend at all but in the Claimants Aunts.

Failed to disclose that Mr IJC Friend had offered to buy the Orchard which included the Paddock from the Claimant's Aunts and been refused.

Failed to disclose that they had been informed by both the sisters and another local firm of solicitors that the Paddock was not Mr IJC Friend's to sell, that Mr IJC Friend had removed the deeds from the local solicitors office and that the sisters did not wish to sell.

Procured a possessory title only in my name for the Paddock using a fraudulent statutory declaration of Mr IJC Friend.

Failed to convey or register the Orchard in my name.

Failed to register the contracted right of way for the 'stolen' Paddock land or any right of way to the Orchard whatsoever.

Claimed that I occupied the Orchard as a Licensee.

Denied having acted for me in either my purchase of East Northdown House and the Paddock from Mr IJC Friend or my purchase of the Orchard from the Claimant's Aunts.

13. The above matters were the subject of an extended Law Society investigation, an investigation by the Legal Services Ombudsman, a Land Registry investigation and a Police investigation. Mr Girling was rebuked by the Law Society and a legal executive of Girlings was blamed for the wrongdoing.
14. Subsequent to Mr and Mrs Riordan purchasing East Northdown Cottage, they opened up an historic and blocked off door and stairway leading from a stable within East Northdown Cottage garden onto the Orchard land which I had purchased from the Aunts of the Claimant in 1983. This action indicated to me that Mr and Mrs Riordan had aspirations for the Orchard and were aware from Mrs Riordan's employment with Messrs Girlings that the conveyance had not been completed.
15. Subsequent to moving to East Northdown Farm in 1986, the Claimant caused significant nuisance with unauthorised and unsuitable developments at East Northdown Farm. In the main, the Claimant ignored the requirement for planning consents and only submitted retrospective applications when required. The Claimant breached planning conditions and in my view destroyed part of what was a quiet rural conservation area, containing an important group of listed buildings including East Northdown House.
16. The Claimant has developed an unsightly garden centre with derelict poly tunnels and an industrial 'shanty town' operating out of unsuitable old and redundant asbestos farm buildings. The Claimant continues to intensify still further.
17. In c1986 following my learning that none of my property had been registered and that Mr IJC Friend had 'stolen' the Paddock Land from the Claimant's Aunts and sold the Paddock to me, the Claimant together with his late father, submitted false allegations to the Local Planning Authority alleging that I had breached planning control at East Northdown House, particularly relating to the Paddock land. These allegations were investigated by the Local Planning Authority (Thanet District Council) at the time and were dismissed.

18. At the time of my purchase in 1982, Mr IJC Friend stated that the Paddock was not agricultural land and never had been. In c1988 Mr IJC Friend alleged to the Local Planning Authority that the Paddock only benefitted from an agricultural use and that my use was unlawful.
19. Additionally since 1986, both Mr IJC (until his death) and the Claimant have embarked on a seemingly unending campaign of stalking, defamation and harassment against me. Persons stabling horses with me were abused and shouted at and the operation of the livery business was eventually made impossible. I now only have one DIY owner with two horses.
20. The Claimant has interfered in many of my personal matters all of which are of no concern of his.
21. In 1987, I was elected as a conservative councillor to Thanet District Council, where I learned of numerous instances of significant corruption involving councillors (both previous and then current), senior officers within the two local conservative constituency associations, estate agents and solicitors. Police investigated and a number of individuals were charged with criminal offences. Police have confirmed that the value of one particular fraud was, "in the region of £168M".
22. In c1988, the Claimant re-submitted the 1985/6 allegations but on this occasion, through a local Councillor involved in certain matters of concern.
23. In 2006, because the Claimant's Aunts had failed to complete the 1983 conveyance of the Orchard land, I issued High Court proceedings for inter alia specific performance of the 1983 contract.
24. The Claimant took control of the action and contested the claim. In 2008 the Claimant offered a settlement on the basis of adverse possession which I accepted and the land was then transferred. Despite an assurance from an agent for the Claimant that rights of way for the Paddock and Orchard would be granted, no such right of way ever materialised.
25. Prior to the offer of adverse possession being made, I had given an undertaking to the Adjudicator to the land Registry to withdraw an objection to the Claimants application for registration of the Road if I failed to achieve an order for specific performance in the Orchard claim.
26. After concluding the Orchard action on the basis of the offered adverse possession, and notwithstanding the settlement being by consent, the Claimant applied to strike out my objection to his application for registration of the road.
27. Additionally after concluding the Orchard action the Claimant became particularly hostile which I assume is because he had intentions to develop the Orchard land.
28. In c2007, I learnt that other neighbours were also experiencing serious problems with nuisance from the Claimant's industrial units which were being operated in breach of planning conditions. I witnessed the breaches which I would describe as disgraceful.

29. In 2008, the Claimant conspired with a local anonymous blog administrator to public false malicious and defamatory allegations against me. After the blog administrator was finally identified, he published an unreserved and full apology which remains published today and informed me that he had returned files to the Claimant.
30. In July 2010 owing to the Claimants nuisance developments and the almost total destruction of the road surface by then caused by the Claimants excessive commercial traffic, I issued Nuisance proceedings against the Claimant in the Thanet County Court.
31. For some unexplained reason the Claimant then published on the internet:-
- The initial claim letter from my solicitors,
 - His response to the claim,
 - A private and confidential WP draft agreement for the settlement of all matters.
 - Private and Confidential telephone numbers and email addresses.
- As of today, those documents remain published on the internet.
32. In October 2010, agents acting for the Claimant wrote an apology to me on behalf of the Claimant.
33. In November 2010, because of the Claimant's continuing and repeated publication of defamatory statements, my then acting solicitors wrote to the Claimant threatening further legal action.
34. On 9th December 2010, the Claimant wrote a second letter of apology.
35. In 2013, and notwithstanding the Claimants late fathers failure to procure the 1982 contracted Deed of Grant benefiting the Paddock, together with the subsequent assurance given by the agent for the Claimant that rights or way would be granted for access to both the Paddock and Orchard as a condition of my withdrawing my objection to the Claimants application for registration of the road- my then current application for registration of prescriptive rights of way for the Orchard and Paddock together with my Nuisance Claim against the Claimant were both compromised by agreement, the 2013 agreement and subsequent Tomlin Order.
36. It was hoped that following the 2013 agreement, the Claimants hostilities would cease, that he would abide by the agreements reached and not intensify his commercial uses, not allow industrial tenants to use the private roadway again and stop publishing defamatory statements.
37. Unfortunately since the 2013 agreement, the Claimant has intensified the commercial use of his land, opened the previously locked gate and allowed and encouraged industrial tenants to use the private roadway causing significant new nuisance, and recommenced his campaign of harassment and defamation in breach of clause 16 of the agreement and Tomlin Order. The defamation has resulted in current defamation proceedings against the Claimant.

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5. Additionally the Claimant is attempting to exceed the terms of the proposed deed of grant agreed on the 15th July 2013 and to include additional conditions that were never agreed and never would have been agreed.

39. Further a term of the proposed Deed of Grant agreed on the 15th July 2013 was that subsequent owners of my property, together with the owners of all other residential property owners who have use of the road, would make annual contributions to the Claimant towards maintenance of the road. The Claimant has failed to properly apportion those maintenance contributions or at all.

Statement of truth

I believe the facts stat

Peter Robert Miles

Dated 26th
November 2017

ed in this witness statement are true.

