

**From:** ANM anmletters@gmail.com  
**Subject:** Re: Claim C00SA374 - Lewis & Byng -v- Paris & Garden  
**Date:** 9 September 2016 at 12:55 pm  
**To:** Dougans, Robert Robert.Dougans@BryanCave.com  
**Cc:** Cooke, Serena Serena.Cooke@bryancave.com



Dear Sirs

We note your letter of the 6th of September.

You are again mistaken. There is a third reason, which we have made clear in previous correspondence but which you continually ignore: your clients' disclosure shows that they have stalked and harassed us for years, including making threats to life and liberty.

You also now have included confidential material from mediation in your vexatious case, which we are given to understand, puts you in contempt of court, and actually shows your client admitting to the fraudulent use of medical credentials to harass another person by seeking to cause their ostracisation as being "dangerous", and spread about through spying.

Nothing could be more dangerous than such a course of conduct, neither can death threats made by someone demonstrating such an obvious malicious willingness to cause harm, not just to Ms Garden but to our whole family, be easily dismissed. The course of conduct causes our family alarm and distress as well as fear of violence.

For this reason, we absolutely cannot and will not provide you with a forwarding address, and if you insist on going against your previous agreement to seek one by increasing the debt, we will have no choice but to remain in our home and pay the debt by installments, however small. Unfortunately your clients' deliberate destruction of our reputations limits our earning potential at the moment, but we can promote the crowd-fund by every means at our disposal and make you as the beneficiary in such a circumstance.

The draft Order for Sale you have sent, which you still call a "Consent Order" does not make it clear that you are limiting the debt to the house. In fact the opposite.

You've made it even more open ended than before with "unless that figure is changed by a further order of Court." On previous experience we would expect you, once you have ousted our family, to then reapply for further vexatious pursuit of us. The way the order is drafted can also make it possible for you to sell the house for any amount then come back to us claiming we owe you the difference. This is obviously unacceptable.

Your continued lack of consistency and threats have made it necessary for us to seek to strike out your vexatious claim and this latest letter, although seeking to appear reasonable, has regretfully not changed the situation.

Your original draft order which you sent us on the 4/4/2016 contained the following clause:

"Upon completion of the sale of the Claimants' Property, the Defendants acknowledge that the Claimants have no further liability to them in respect of the order of His Honour Judge Seys-Llewellyn Q.C. dated 06 August 2016. [sic]"

This was in line to what you told us on the phone on the 30/3/2016, namely, that you would "sell [the house] by auction, with us knowing that what we got at that auction was what we would recover in costs."

This was the original resolution you proposed and which we submitted to and have been constantly working hard towards, even turning down urgently needed surgery for Ms Garden in order to achieve it, and the reason we did so is because of the intimidation practised by you and your clients.

However for the pressing reasons above, we cannot and will not accept any order or resolution that necessitates further communication with you once we have left our home, and your intended continued pursuit of us is the reason we need to fight to stay in it.

Therefore an order that states the following could resolve that situation:

"Upon the Claimants taking possession of the Defendants' home, 9 Lon Bryngwyn, SA2 0TX, the Claimants acknowledge that the Defendants have no further liability to them in respect of the order of His Honour Judge Seys-Llewellyn Q.C. dated 06 August 2015."

Any added clause to this, which is what you agreed to, will pressurise us to resist, neither is any other necessary since that will finish the matter completely.

Further, you state that "we regret that you are unwilling to make any payment to settle any part of the outstanding Debt though you confirm that you have funds available to do so."

1. Your contract was for you to take our and our children's home as full and final payment of the debt, therefore there is no need for us to pay you further past the house. This statement shows an intention to pursue us contradictory to your agreement.
2. we have never confirmed that we have funds available to pay the debt in lieu of our home, or otherwise only offered to make payment by instalment;
3. Whatever we have raised is needed to effect a move! Despite what your clients have told others, Ms Garden is physically disabled, and a single able-bodied person cannot move an entire house of five all by themselves, so money is needed to hire others. Your assertion that we should've given you this money, as well as you taking our home, means that you do not actually want us to be able to move out of our home at all, so please make sure you tell the judge that, but if you don't we will definitely raise this at court as it points to further vexatiousness.

The arrangements you made have led to us directly into having to turn down surgery to comply. This vexatious litigation not only has

made that unnecessary since you are preventing us from moving by seeking to pursue us against your stated intention, but is also likely to further prevent the next opportunity for surgery due to the uncertainty engendered.

Further, the time we have had to spend on this, in order to make informed response, has considerably delayed our schedule, meaning that if we have to keep spending time on this matter, it will start to look increasingly unlikely that we will be able to move by the end of September at all.

Unless you urgently draft an order that isn't open ended and reflects the original agreement that you yourselves suggested, we feel we have no choice but to seek a strike out of your claim.

Yours faithfully,

Steve Paris & Angel Garden

On 6 Sep 2016, at 2:15 pm, Dougans, Robert <[Robert.Dougans@BryanCave.com](mailto:Robert.Dougans@BryanCave.com)> wrote:

Dear Sirs,

Please see attached.

Yours faithfully,

Bryan Cave



**Robert Dougans**

*Partner*

[robert.dougans@bryancave.com](mailto:robert.dougans@bryancave.com) T: +44 (0) 20 3207 1214 M: +44 (0) 7909 916 845

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