

From: ANM anmletters@gmail.com
Subject: Response to your letters & contents
Date: 22 August 2016 at 4:02 pm
To: Robert Dougans Robert.Dougans@BryanCave.com, Serena Cooke Serena.Cooke@bryancave.com



Dear Sirs

Apart from the fact that you have gone against everything you contracted with us through email and over the phone by issuing this claim, there are a lot of material inaccuracies in it and the accompanying witness statement, and we bring your attention to a handful of these below.

We have continued to try and meet your deadlines, and complied with your several demands for unequivocal statements that we know you are going to take our home, do viewings etc., and there was absolutely no necessity for you not to stick to your prior contract to limit the debt to the house only, and to take possession of it once we move out. This will be very close to the date specified, when we are rehoused by the council.

In order to meet your deadlines, we have even had to delay urgent surgery.

We have received no warning of this sudden unfair and unreasonable change of position prior to you issuing proceedings. You have therefore served your claim prematurely, having not followed protocol as claimed.

You have further issued it as Part 8, whereas due to your dereliction of undertakings made previously as detailed below, the substantives are very much in question.

9. As at 15 July 2016 there is due to the Creditors under the Charging Order the sum of £220,000 plus £246 for costs plus statutory interest in the sum of £7,645.90 and accruing at £48.09 per day.

This is incorrect.

On the 30/3/2016 we had a phone conversation with you wherein you stated that *"We're willing to take the proceeds of sale of the house and draw a line under the rest of the cost order."*

This was further repeated on the 4/4/2016 by email: *"The intention of this is for you to provide that your home to handed over to the Defendants and sold to pay their legal costs, with the Defendants accepting that the sale of what you say is your only significant asset is the end of your liability to them"*

Therefore, the sum claimed by Mr Lewis and Mrs Byng no longer includes interest, and is limited to our home. Or as you said in that phone conversation, your firm would *"sell [the house] by auction, with us knowing that what we got at that auction was what we would recover in costs."*

Further, you stated in that same phone call that *"we would've sought costs if you'd resisted the order"* and *"If you do oppose the hearing for a charge, we will seek costs."*

As we did not oppose the charging order, its cost of £246 should not be paid by us, as per your assurance.

14. It was therefore reasonable - indeed imperative - for them to instruct lawyers.

This is incorrect:

You had been instructed since the 16th of August 2013, months before our claim was even issued: *"As we are acting for Dr. Lewis, please do correspond with us on this matter rather than with Dr. Lewis directly"*

16. they would have sought to recover over £135,000 plus VAT from Dr. Lewis and Mrs. Byng, as well as damages.

This is incorrect.

Since we were no longer represented by counsel, our costs would have been significantly lower than the sum stated. Also, whatever costs Mr Lewis and Ms Byng would've had to pay would've been divided in half, as opposed to a single disabled family having to bear all the costs.

23. Mr Paris and Ms Garden have, to date, been given almost a year to sell the Property, and have failed to do so.

As you well know, the house has been on the market with Morgan Jones since September 2015 as you've mentioned yourself in paragraph 12. We have conducted many viewings, but the fact that no one has made an offer, is sadly not down to us.

23. They have also failed to make any alternative proposals for payment

This is incorrect.

We made you an offer of a monthly payment of £200, which is as much as we can afford, bearing in mind that only one of us is currently in full time employment earning minimum wage, one of us is physically disabled and we have three dependent children, all under the age of 18, but this was rejected by you on the 13/4/2016.

We also offered during the phone conversation of the 30/3/2016 that you take the deeds then, prior to us moving, in order to finish this situation sooner rather than later. Your response was that *"we're not interested in taking possession of the house whilst you're still living in it. That would effectively make you our tenants, and it's a legal responsibility that we don't want."*

On the 23/5/2016, you wrote to us stating that:

"We have asked our Real Estate Department to prepare a transfer in the terms previously discussed, which would allow you to convey your home to the Defendants. However, we have been advised that this would trigger a charge to Stamp Duty of around £9,000. We are further advised that a charge to Stamp Duty would not be payable if your home was transferred to the Defendants pursuant to a court order.

A charge for Stamp Duty of this magnitude would greatly affect the economics of recovery. We are accordingly instructed to apply for an Order to enforce the charge by way of sale, which would not trigger stamp duty."

It is our understanding that stamp duty for homes valued between £125,001 and £250,000 is only 2%. Assuming a sell price of £180,000 (which is the figure you used yourself), this would lead to a stamp duty of only £3,600.

25. The Debtors subsequently refused to sign the consent order.

The draft consent order citing our home as payment of the debt was not acceptable based on several independent legal opinions concerning the danger of being found intentionally homeless which was something you claimed to both understand and want to avoid.

This happened before the Charging Order hearing of 6th April, not "immediately following the Final Charging Order"

We tried to communicate with you regarding this draft order, but never received any response from you about this.

In Summary, you freely suggested and contracted with us to take our home and draw a line under the rest of the costs. You have not given any reason or warning that you would do any different, and now claim court costs and interests as per your draft order, and yet you have served a Part 8 Claim before the deadline agreed between us. Quite simply it is manifestly unreasonable of you not to stick to the agreement you made and this will be our defence should you continue with this case.

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Regarding vacating our home by the 31st of August 2016,

Although this has always been our intent, we could not have foreseen the length of time it took to register and be put on a list for social housing. Following processing, we are now waiting for a council house to become available, although we understand that having three young dependent children, we are on a priority list. We therefore hope that a house will become available within the coming weeks, and probably only marginally later than the end of August. It is our intention to move out as soon as we possibly can, as agreed.

This is not something that you can reasonably think we have control over, or penalise us for not having control over.

Regarding paragraphs 19-20.

Unfortunately the frightening and unreasonable inconsistency in your aggressive about-turn on such earlier clear contractual statements concerning costs, compounds the impossibility of us having to have more to do with you following moving out.

Far from being the *"architects of their own misfortunes"* as you state in paragraph 20, the evidence contained within disclosure proves a years-long campaign of hate orchestrated by Ms Byng and Mr Lewis, which included using a doctor's credentials to add weight to a fake "clinical judgement" being spread about in order to have us shunned and portrayed as dangerous and mentally unstable.

This should have easily defeated your defence, had the Judge not been somehow persuaded of Mrs Byng's "honest belief" in using her husband's credentials to spread fake mental health smears. Yet now your own submitted documents blatantly demonstrate the deception at play.

You have included Mrs Byng's admission that she told people outright lies concerning Ms Garden's mental health *and* that she understood exactly how distressing that would be, as per page [102]: *"I want to make it clear that there has been no clinical assessment of Angel Garden's mental health by my husband, Ms Garden is not his patient and he has never*

diagnosed her with any mental health issue. Any comments I have made which might suggest otherwise are untrue and understandably distressing to Ms Garden."

In spite of admitting to knowingly causing distress by spreading lies about Ms Garden, your submitted documents also demonstrate that Mrs Byng was nevertheless *not* prepared to allow our family to have that or any other statement that we might use to correct these lies to anyone she might've spread them to, which she has admitted in court was a lot of people, far beyond emails and tweets, but also on the phone and face to face.

Not only was this so prejudicial as to prevent us signing the settlement agreement, it necessitated re-introducing the covert harassment claims into the case, which were disallowed on a promise to properly examine the course of conduct, that was then not honoured.

In fact, the admission and refusal together, as submitted by you, amount to a clear intent to continue the admitted harassment caused by spreading lies, with no reduction in the acknowledged "understandable distress".

Our Family's Safety

Even more frightening than that, your client Mrs Byng has made a credible threat to kill Ms Garden: "*I am happy to give her a hole in the head anytime*", and your other client Mr Lewis, has sought details on our family, referred to our children in emails "*there are children involved too - directly*", and cited a psychiatrist as being on board with his dossier on information "*should it come to the point when authorities need to be involved*"; he was also "*Happy to talk to anyone who wants anything checked about them.*"

In view of the extreme intimidation of these statements and your clients' substantial stalking of us, clearly our whole family, including our children, not only feels but in fact is very unsafe with you and your clients knowing where we are.

The extremely threatening reality of your clients' long course of conduct means that we have already had to alert the police to the fact that we cannot possibly accede to any demand for contact subsequent to us leaving this address, and why.

This was the exact and only reason we were agreeable to make the deeds over to you, *to bring matters to an end as you clearly stated was your intention*, even though the facts show how unjust it is that those who practise stalking and harassment should be given their target's home.

However we note that despite your clients' many showy protestations to want nothing to do with us, you now bring an unnecessary claim, seeking to pursue us further, against what you earlier suggested yourselves, just before an agreed deadline, and with no warning whatsoever.

It would be unreasonable not to expect us to resist such obvious aggression. Therefore in any instance where you pursue us further, we will consider that we have to fight hard to stay here, and find some way to pay by instalments, rather than risk further stalking from your clients at any onward address.

Avoiding Legal Action

Following this deliberate intimidation, we are still willing to adhere to the original plan, in which you take our home and that is the end of it, in order to avoid further legal action.

However, in order to enable us to stick as closely as possible to the deadline, which we have already worked extremely hard to do, we will now require a prior document signed by you to the effect that on your taking legal possession of our home, whether by order for sale, or transfer of deeds, that any and all "debt" to you by us will be expunged, and may be immediately entered into the Judicial Register as such with no further qualification necessary, as being an end to any costs in all these matters.

This was what you yourselves proposed: the only difference is that it would commence from the moment you have the deeds, as we cannot and will not provide onward details to you.

As what you want is to take our home, and this is the most practical way for you get it, we cannot see any reason why you should not just produce that piece of paper. You already have the charging Order so we cannot sell the house and take the money. So once we move out and transfer the deeds (or you achieve an order for sale following us moving out at your own expense if you prefer that), there will be no further reason for any communication.

Any other action on your part is vexatious, and time-consuming in a manner that will actually prevent us from being able to move out as will your demands for further "sums" not agreed between us.

Only an active and continuing desire to further harass and hurt our family, so obviously demonstrated in the statements of your clients above, could possibly motivate a refusal to achieve swift resolution of costs in the case as per your own suggestion in this practical way.

Alternative Payment of Costs

Finally we note your letter dated the 16/8/2016 wherein you state: *“we note that you have been raising sums online to pay the sums you owe us. Please can these be sent to us forthwith to avoid interest accruing.”*

In view of your agreement to limit costs to our home, this is a clear acceptance, and in fact a request from you, of payment of the costs through alternative smaller amounts of money raised online for that purpose through a crowdfunding initiative, instead of through the sale of our home.

Over a month and a half, with minimal effort, we have raised nearly £2,000. We therefore do think over time we could raise the money via this route, and that although the costs order is wildly overblown and manifestly unjust, the heartwarming response even with such a limited time to promote it, indicates that as more people become aware of it, it would be likely to meet the requirements.

In any case, your statement of acceptance of alternative method of payment makes the case you are bringing with documents sent to us just two days prior to sending that statement of acceptance, both unnecessary and wasteful, and we will inform the court of this in our response.

Your sincerely,

Steve Paris & Angel Garden