

Stéphane Paris & Angel Garden

August 2016

Claim No. C00SA374

**IN THE COUNTY COURT AT SWANSEA
SWANSEA CIVIL JUSTICE CENTRE**

BETWEEN:

**(1) Dr Andrew Lewis
(2) Melanie Byng**

Claimants

and

**(1) Stéphane Paris
(2) Angel Garden**

Defendants

WITNESS STATEMENT OF STEPHANE PARIS AND ANGEL GARDEN

1. We are Stéphane Paris and Angel Garden, of 9 Lon Bryngwyn, Sketty, Swansea SA2 0TX and we will say as follows:

2. We seek a strike-out of this claim for the following reasons:
 - a) it is unnecessary and disproportionate;
 - b) it has been brought under Part 8, whereas the substantive issues are in contention and therefore, if brought at all, it should have been issued under Part 7;
 - c) alternative offers of payment have been made and requested;
 - d) the claim is vexatious

Unnecessary and Disproportionate

3. The many conversations and documents provided by the Claimants themselves in Their Exhibits, show the agreement we reached between us, that once they had taken our home, the

debt would be discharged. Our letter sent to them on the 22/8/2016 in response to this claim, and to which they have to date not responded to, shows further examples, and is included in Our Exhibit (pages 2-5).

4. For instance on page 132/133 of Their Exhibit, which describes the draft consent order, at paragraph 9, *“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 - it should be 2015]

5. On page 138 of Their Exhibits they further assurance in a letter dated 3/5/16: *“you make over your home to the Defendants without further litigation. If you do so, we shall consider your liability to the Defendants to be over. If you state unambiguously that you agree to this, we shall prepare a draft transfer deed”*.

6. In that same letter they added *“if you do not agree to the above option, we shall apply to the Court for an order for sale of your house. If we are forced to do so, then we shall look to recover the costs of the application from you and we shall also seek to continue enforcement against other assets you might have until the liability is discharged.”* 3/5/16 (page of Their Exhibit 138).

7. On the 6/5/16, we supplied the requested unequivocal statement to Robert Dougans of Bryan Cave Solicitors that we understood that they would take possession of our home at the end of August 2016 through a transfer of deeds. This can be seen at page 139 of Their Exhibits.

8. However on 23/5/16 (page 140 of Their Exhibit), they informed us that they wanted to avoid Stamp Duty, (claiming it would be £9,000, whereas to the best of our information it would only be £3,600), and that since an order for sale would let them acquire the property without paying it, they would prefer that and asked us if we would object:

“may we hear from you regarding whether or not you intend to oppose the defendants application for an order for sale”. Our response was: *“We would object most strongly to any order taking place prior to 31st August 2016”*.

9. There was no further correspondence between parties since the 23/5/16, and we have at all times been working towards meeting the deadline. There has thus no pre-action protocol for the actual case they have now brought, which seeks further sums than those previously agreed. They have not been forced into bringing this case by any refusal on our part and we have been making every possible effort to comply with the timetable notwithstanding that it is in the school holidays.

10. According to their own statements, they should therefore not be looking for costs of this application from us. Likewise the Claimants had assured us by phone on the 30/3/2016 that if we did not resist the final charging order, they would not be charging us for having it put on our property (see Our Exhibit, page 2). They expected us to continue to market the property until the end of August, which we have.

11. Having gone back on their own agreement regarding the transfer of deeds, they have thus applied for an order for sale before the agreed deadline, and on different terms than those agreed between us verbally and in writing.

Erroneous Part 8 Issue and lack of pre-action protocol

12. The proposed draft order, states:

“the judgment debt of £220,000 secured by the charge and his costs to date of this application assessed at £246, making together £220,246 [together with interest at the rate of £48.09 per day from 8 February 2016 until payment is received by the Claimant].”

13. These statements contradict our previous agreement. They should therefore not have made a Part 8 application, since they knew that the substantives and the timing were contested. Although the hearing is set for September, the vexatious service of this claim has necessitated several days of unnecessary work at the exact time we are trying to comply with the deadline set by them.

14. Even within the Claimants own papers the above terms of the draft order above are inexplicably contradicted, by this statement from Mr Dougans own Witness Statement: *““The Creditors remain willing to accept the proceeds of the sale of the home as full and final settlement of the sums owing pursuant to the order of HHJ Seys Llewelyn dated 6 August 2016” [sic: it should be 2015]. paragraph 25*

15. Neither have they complied with the pre-action protocol, as claimed, as there is no warning whatsoever that they would be issuing a claim seeking further sums from us.

16. Our continuous efforts to comply with the the deadline, which is still in the summer holidays include Ms Garden, who is a physically disabled parent, having to turn down an opportunity for surgeons to perform necessary surgery in August, with no idea when another slot will become available.

17. We have only been slightly hampered by the length of time it has taken to be processed by the council, despite the fact that we have three children under 16, and are seen as a priority case.

Alternative Offers of Payment

18. A further anomaly between their own documents is the claim in their Witness Statement at paragraph 23 that we *"have failed to make any alternative proposals for payment"*. In fact our offer to pay is included in Their Exhibits on page 134, where they flatly refuse it: *"you have since offered to pay the defendants £200 per month"*.

19. Despite this, they contacted us just days after sending us this claim, stating, *"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."* (Our Exhibit, Page 6). This demand goes clearly against their assurance to limit the debt to our home, seeking yet again further sums and contradicting their agreements.

20. We are obviously amenable to paying by instalments as we have offered to do, or preferably through our crowd-fund, for example, if a way to do so could be found that did not confer a necessity to give them an onward address.

21. The defendants whole position on costs is most greatly informed by the material submitted by the Claimants in this case, apparently to show us as the "architects of our own misfortune" but which in fact includes open admission by the 2nd Claimant of conscious harassment of the 2nd Defendant by use of a doctor's authority to circulate severe mental health smears (page 102 of Their Exhibit).

22. Obviously the Judge's lack of sight of these admissions may have a bearing on his refusal at the PTR to allow re-amendment to re-include the now proved psychological assault of overt mental health smearing etc., Without revisiting the case, the Appeals Judge, who also could not see the admissions, did say that we should have appealed the decision not to re-amend (Our Exhibit pages 33-34). In any event full enough examination of the course of conduct was prevented *exactly due* to the fact that harassment was *"not the case I am trying"*, when it came to it (Our Exhibit pages 12-13).

23. Notwithstanding the exclusion of covert harassment, the Claimants' own Exhibits and Human Rights necessitate submission of the very obvious fact that any reasonable person, knowing these

deliberate lies had been privately admitted on paper yet denied in court, would be put into fear of violence knowing that the same person admitting them had also said *"I am happy to give her a hole in the head anytime"* and together with plans by the 1st Claimant to split up our family using the fake mental health "clinical judgement" admitted to above (Our Exhibit, Pages 15-16)

24. Sending the admission to four friends as detailed in the draft settlement document and letters, could in no way provide an effective remedy for the extent or nature of her harassment, designed to cause blanket ostracisation by means of mental health stigma: *"there are lots of people who know about this now and they will tell each other"* (Our Exhibit, Page 17), *"everyone who needed to know has been informed"* (Our Exhibit, Page 18).

25. But instead of being willing to reasonably correct the situation that had forced our family to transglobally relocate, uprooting all the children, they only tried to consign us to silence regarding: *"Mrs Byng or Dr Lewis' involvement in any alleged "mobbing" activities to date"* (page 106 of Their Exhibit).

26. The mediation therefore only failed because we were offered no effective remedy, which was simply requested with no demand for costs (Our Exhibit Pages 19-22). It was only due to their earlier similar absolute refusal to resolve matters without legal action that we had eventually reluctantly issued the claim in the first place, having tried ceaselessly to avoid doing so for several years (Our Exhibit Pages 23-32).

27. Because of the impossibility of *not* being afraid of the harassment however, we must humbly remind the Court as we have done the police, of the unreasonableness and illegality of demanding that an onward address should be provided to those making death threats against us, or those protecting them, and of the impossibility of us complying with any such demand.

28. Therefore we wrote in our letter to them that, although we would still comply with the timetable to our very best ability, we would now require written assurance to do so that possession of our home would immediately free us from further contact, as we cannot, at present gain either relief or effective remedy.

29. But they have also now demanded the proceeds of our crowd-funding initiative, *as well* as our home. We therefore ask you to examine whether, given the circumstances of us being a disabled family with three young children, and them pursuing us in this manner against agreement, in all the circumstances and where we cannot give them a forwarding address, the costs should be capped

at 180K minus minus the disbursements they were anticipating, with us paying by instalments, through an intermediary to avoid having contact.

30. As we stated to them, our crowd fund has raised nearly £2,000 in two months with minimal promotion and over the months since February this would equate to £333 per month, which is roughly 50% higher than our initial offer to pay of £200 per month, which they refused.

Vexatious Nature of Claimants' Claim

31. The Claimants have made no reply to our letter following service of this claim, restating our intention to honour the previous agreed timetable, except only as hampered by circumstance, including holidays, the Council's necessary processes, and Ms Garden's physical impairment and appraising them or the resulting requirement of a written assurance that on them taking possession of our home, matters between us are at an end, to avoid the impossible situation of being forced to give them an onward address.

32. This vexatious claim, involving the Court in matters already resolved, in no way fits with their constant public claims to want "nothing to do with us", but demonstrates a motive of pursuit, for reasons that have more to do with interference with our family life than with any genuine wish to recoup costs.

33. Should they re-issue a Claim under Part 7, and continue this pursuit of us, beyond taking our children's home we will be forced to fight to stay here, where they already know where we are, and pay by the instalments which they have now requested, including through the crowd-fund.

34. We appeal to the Court to protect our Article rights to possessions, privacy and family life.

Statement of Truth

35. We believe the facts stated in this witness statement to be true.


Stéphane Paris


Angel Garden