
THE TOWN AND COUNTRY PLANNING ACT 1990 AND
THE ACQUISITION OF LAND ACT 1981

CHICHESTER DISTRICT COUNCIL
(TANGMERE) (NO 2) COMPULSORY
PURCHASE ORDER 2023

REBUTTAL STATEMENT OF EVIDENCE
OF
PETER ROBERTS FRICS CENV
ON BEHALF OF
CHICHESTER DISTRICT COUNCIL

1.0 INTRODUCTION TO REBUTTAL STATEMENT OF EVIDENCE OF PETER ROBERTS

1.1 I have been provided with Statements of Evidence as follows:

- Evidence of Mr Pickering on behalf of Saxon Meadows Tangmere Limited
- Evidence of Mr Rees in his own capacity as leaseholder of 4 Saxon Meadow
- Evidence of Ms Riches in her own capacity as leaseholder of 25 Saxon Meadow
- Evidence of Mr and Mrs Wolfenden in their own capacity as leaseholders of 28 Saxon Meadow

1.2 Whilst I have already addressed the majority of the points raised in these objections within my main Proof of Evidence, I note that there are a number of issues raised by these objectors which warrant further explanation and clarification. To assist the operation of the Inquiry, I consider it would be helpful that I provide some part of this explanation/clarification in writing, in advance of my giving oral evidence at the Inquiry. The relevant matters fall into the following categories.

- Existing rights benefiting SMTL
- Existing rights benefitting the individual leaseholders
- The proposed grant of land and rights
- Position of the Proposed Cycle Path
- Drainage Issues
- Status of written communications
- Negotiations
- Points raised by Mr Rees

1.3 I deal with these in turn below.

Existing Rights Benefitting SMTL

1.4 It is apparent from Mr Rees's Statement of Evidence that there is considerable confusion as to the rights that benefit SMTL and those that benefit the individual residents. I have therefore summarised the position below.

1.5 SMTL own the freehold of Plot 9 in their own right but share the freehold ownership of Plots 9A, 9B and 8 with the Pitts Family.

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- 1.6 SMTL also benefit, on the assumption that it has not been abandoned¹, from a defined right of way from Plot 9 along the northern boundary of the Saxon Meadow development across the southern part of Plot 7 and stopping just short of Church Lane. I am instructed that SMTL do not have any ability to pass on the benefit of this right to Saxon Meadow residents or, indeed, anyone else. As such, this right is purely for the benefit of SMTL to access Plot 9 and for no other purpose.²
- 1.7 SMTL do not, in the absence of any evidence to the contrary, legally share those rights with the Saxon Meadow leaseholders.

Existing Rights Benefitting Saxon Meadow Residents

- 1.8 Whilst the residents have claimed rights of access from Church Lane to Plot 9 over the land and existing track running along the northern boundary of the Saxon Meadow development, no evidence has been provided of this and, to the extent that such evidence exists, they would have had to have been granted by the Pitts Family rather than SMTL as I am instructed that SMTL have no legal capacity or ability to grant such rights of access.
- 1.9 There are no explicit rights of access over Plot 8 benefitting any of the residents of Saxon Meadow but the Council accepts that it is highly likely that the residents could claim prescriptive rights due to the continued use of this plot for access to the development over a sustained and significant period of time.
- 1.10 The Council is aware that there are various explicit sub-soil utility rights benefitting the Saxon Meadow leaseholders. The Council has no intention of interfering with such utilities and the existing rights would be re-provided irrespective of all other matters. In any event, the various Statutory Undertakers benefit from their own statutory powers to protect these rights.
- 1.11 The Council therefore accepts that the Saxon Meadow residents benefit from implied prescriptive rights over Plot 8 and existing utility rights.
- 1.12 However, the Council has not been presented with any evidence to suggest that there are any existing rights of access benefitting any of the individual residents over any part of the land along the northern boundary of the Saxon Meadow's development to Plot 9 through part of Plot 7.
- 1.13 As Keystone Law have pointed out, SMTL is a separate entity to the leaseholders. It therefore follows that they would have to accept that the Council is correct to conclude that the leaseholders

¹ As set out at paragraphs 12.1 to 12.15 of my Expert Evidence

² See paragraphs 12.5 and 12.6 of my Expert Evidence

do not benefit from rights granted to SMTL unless expressly granted. No evidence has been presented to me that explicit rights have been granted.

The Proposed Grant of Land and Rights

- 1.14 The Council has proposed that the freehold of a strip of land running along the northern boundary of the Saxon Meadow development within Plot 7 will be acquired from the Pitts Family and transferred to SMTL. SMTL will therefore not have to rely on the existing rights but will have full control of that land and then will be able to grant explicit rights to the residents of Saxon Meadow as it sees fit.
- 1.15 In the event that the Council is unable to compulsory acquire the entirety of Plot 7, it will be unable to transfer any part of this freehold title to SMTL and SMTL will be unable to grant any rights of access or occupation to any leaseholders. In this scenario, the leaseholders will be left with no explicit rights of access.
- 1.16 The Council has also proposed to acquire the freehold of Plot 8 and transfer it into the sole ownership of SMTL. Again, this will enable SMTL to grant full explicit rights to the individual residents and therefore upgrade the implied prescriptive rights with actual explicit rights.
- 1.17 I accept that SMTL already has all the rights it requires and, to that extent, I fully understand why Mr Pickering considers that SMTL “...does not agree that there is any deficit in respect of the legal rights it currently enjoys..” However, the point that Mr Pickering overlooks is that, as SMTL’s solicitors have been at pains to point out, SMTL is a different entity to the individual shareholders such that it is entirely incorrect to conflate benefits enjoyed by SMTL with those benefitting the residents.
- 1.18 It is therefore the case that, whilst the Council’s proposals may be considered to be of limited benefit to SMTL as an entity, (other than converting the existing access rights over Plot 7 into full ownership of the relevant freehold) they are of considerable benefit to the individual leaseholders and shareholders of SMTL. Bearing in mind that SMTL’s objection is clear that SMTL also represent the individual shareholders, it would appear to be in SMTL’s interests to secure and pass on the benefit of the land and rights being offered by the Council.

Position of the Proposed Cycle Path

- 1.19 Mr and Mrs Wolfenden have raised concerns in respect of the position of the cycle path relative to their northern boundary³.

³ See paragraphs 1.3 to 1.3.3 of their Statement of Evidence

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- 1.20 The final position of the cycle path has yet to be determined as it is subject to final design approval. The rebuttal document of Ms Chivers comments on this point in further detail. However, I am informed that the Council are content to confirm to the Inspector and Mr and Mrs Wolfenden that, although a working strip will be required during construction of the cycle path, there will be no physical interference with their ability to open their windows. In addition, safety matters would dictate that the cycle path would have to be kept away from the flying buttresses of 28 Saxon Meadow such that there would be a gap from the facing wall in any event albeit the precise width of that gap cannot be finalised at present.
- 1.21 The use and long-term maintenance of the land between the face of the northern wall and the southern edge of the cycle path will be a matter, assuming that the proposed Agreement between SMTL and the Council is completed, for agreement between SMTL and Mr and Mrs Wolfenden.
- 1.22 In the event that the Agreement is not completed, SMTL will be unable to regularise the position with Mr and Mrs Wolfenden in respect of the land between their northern wall and the cycle path.

Drainage Issues

- 1.23 These issues have been responded to separately by Ms Chivers in her Rebuttal Statement from which I note that the Lead Local Flood Authority and Environment Agency are fully cognisant of the proposals which are considered to be acceptable in terms of surface water and flood risk.

Negotiations Regarding the Reimbursement of Fees incurred by SMTL

- 1.24 I have already addressed this issue at length within my evidence but the central point is not whether SMTL is entitled to recover reasonable fees but the extent to which the fees that have been incurred can be considered to be reasonable and proportionate having regard to the complexity of this matter and the extent to which the costs incurred by SMTL are directly consequential to the Order.
- 1.25 In this regard, the Council has been totally consistent in their approach and adherence to best practice right from the first meeting with SMTL on 4 April 2023 and the SMTL Meeting Minutes provide evidence of this⁴.
- 1.26 The issue has, and remains, that Keystone Law have, despite being repeatedly requested to do so, never provided an estimate of their fees and their approach has been to blindly press on racking up fees in the belief that, contrary to the advice provided by their Counsel, the Council would pay all fees howsoever incurred simply because the Council agreed to review the previous position

⁴ See paragraph 7.135 of my Expert Evidence

reached with SMTL on their withdrawal of their objection during the Original CPO and consider removing the entirety of Plots 9, 9A and 9B from the Order.

- 1.27 It should be borne in mind that the Council agreed to the principle of removing these plots very early in the process and the planning application was submitted to this end on 26 June 2023. As such, no satisfactory explanation has been presented to the Council as to why Keystone Law's fees appear to have accelerated exponentially when everything that occurred from this point was in respect of tidying up title issues that pre-existed the Order.
- 1.28 As at the date of this response, Keystone Law have still not provided full copies of their invoices and timesheets but the Council has made a series of offers on a "goodwill basis" to try and bring this to a close.
- 1.29 In this regard, the Council considers that the disagreement in respect of amount of fees to be reimbursed is the only reason that SMTL and the Saxon Meadow objections are still being maintained.

Status of Written Communications

- 1.30 Mr Pickering states that SMTL "... has requested a response from the AA to indicate whether it claims any of the written communications are "without prejudice" that cannot be referred to at the Inquiry." This implies that I have not responded.
- 1.31 The actual position is that Mr Olden emailed me on 13 November 2023 stating:
- "The two sides appear to have very different interpretations of what is reasonably required to satisfy SMTL's objection to CPO2. We consider that the relevant issues are largely contained in the email correspondence between us and, to a lesser extent, in respect of the legal communications between the solicitors. Are you content that this correspondence is placed before the inspector so that our respective positions can be fully explained? If, on the other hand, privilege is to be claimed, then please explain on what basis that is so."*
- 1.32 I responded the same day stating:
- "I take from your email that you are advising me that all your letters, correspondence and attached documents (including the advice of Mr Byass) were written and provided to me on an open basis.*
- Whilst I am on the subject of documentation, please provide copies of:*
- *SMTL's resolution to appoint a working group and evidence that SMTL's officers appointed Mr Rees, Mr Wolfenden and Ms Rendall to act in this capacity*

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- *Full copies of SMTL’s minutes of the EGM held on 20 October 2023 and the authorisation for SMTL to agree the Heads of Terms*

I am happy to review a list of documentation/correspondence that you may wish to rely upon in the interests of agreeing the Statement of Common Ground for the Inquiry. Unfortunately, I am tied up for a few days fulfilling my judiciary responsibilities with the Tribunal at the moment but am happy to receive your thoughts on that in the meantime. However, I fail to see how documentation dealing with arguments in respect of the costs is remotely useful to the Inspector bearing in mind that cost applications would be dealt with under a separate process. In addition, a dispute over costs does not comprise grounds for refusal or modification of the Order.

In this context, you have only mentioned costs – I presume from this that all other matters raised in the objections have been addressed to SMTL’s satisfaction. “

1.33 I have not received any response to this email and remain without copies of SMTL’s resolution to appoint the working group or a copy of the SMTL minutes of the EGM.

1.34 However, I note from paragraph 1.8 of The Statement of Evidence submitted by Mr Rees that:

“The directors of SMTL convened an extraordinary general meeting (EGM) for its shareholders on 20 October 2023 at which the shareholders passed a resolution which authorised the Directors of SMTL to enter into the Heads of Terms, subject to recovery of its professional fees, and to continue work toward a legally binding agreement with the AA and Developer. I do not understand why progress stalled on the HOTS since late September 2023.”

1.35 This statement confirms that the only matter outstanding comprises the amount of fees to be reimbursed.

1.36 As far as I am concerned, it is for SMTL to respond to my email, provide the requested documentation and provide a list of correspondence that they wish to rely upon notwithstanding that I have already submitted a full package of correspondence in my evidence.

Negotiations

1.37 Mrs Riches states that *“I do not understand why the AA has sought to pressurise me (and other individual objectors at Saxon Meadow) into withdrawing objections prior to the existence of a legally binding agreement which addresses the objection...”*⁵

⁵ See paragraph 4 of the Statement of Evidence of Paul Riches

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- 1.38 It is not unusual for objections to be withdrawn on completion of signed Heads of Terms particularly where a public body such as the Council is a party to the agreement. This was the position agreed with Mr Rees and Mr Olden during our Teams Meeting on 27 September 2023⁶.
- 1.39 I note that this meeting is not referred to in any of the evidence submitted by/on behalf of SMTL and the Saxon Meadow residents.
- 1.40 I am also unclear as to why SMTL would be of the opinion that the Council would not honour terms that it had freely entered into and were in the public domain, nor why a formal Agreement was considered a proportionate use of time and money bearing in mind the significant overspend by Keystone Law that had already been incurred by the point that Keystone Law insisted that completion of a formal legal agreement was required on 18 October 2023.
- 1.41 This position can also be contrasted with the previous conduct of the parties in achieving the withdrawal of SMTL's previous objection under the Original CPO, with little difficulty and without a formal legal agreement with SMTL being required.
- 1.42 In any event, it had become apparent to me after correspondence received from 24 October 2023, that matters were being unnecessarily dragged out and there appeared to be clear confusion between SMTL's advisors, SMTL directors and the objecting residents. I was also concerned as to whether information given to SMTL's advisors was being accurately explained to SMTL and disseminated onto the objector residents.
- 1.43 It would appear that material which was sent to SMTL's advisors was being forwarded onto resident objectors without proper explanation of its purpose and unnecessary confusion was being caused⁷. In light of this I therefore commissioned a draft formal agreement which was issued on the 13 November 2023⁸ and at the same time CDC issued a detailed letter⁹ to all objector residents noting this confusion and explaining what the Council was seeking to achieve through both the Heads of Terms and Individual Agreements.
- 1.44 This was an attempt to cut through the confusion and respond to Keystone Law's approach of seeking withdrawals only on the completion of a legal agreement given that it was apparent that

⁶ See paragraphs 7.183 to 7.187 of my Expert Evidence

⁷ For example, Ms Riches has attached a tracked Draft Withdrawal Agreement to her Statement of Evidence. This was only sent to Mr Olden, Keystone Law and the SMTL working group to illustrate the required changes relative to the previous drafting as is entirely normal between professionals and yet this was not only passed on to Ms Riches but is now described at paragraph 7 of her Statement of Evidence as evidence of harassment.

⁸ See Appendix 26 of my Expert evidence

⁹ See Appendix 27 of my Expert evidence

time was limited running up to the start of Inquiry and SMTL's advisors were not progressing matters regarding the Heads of Terms in a pragmatic way.

1.45 In this context, at the point of the Council issuing the draft legal agreement, Keystone Law was still attempting to renegotiate the Heads of Terms which were previously reported to have been signed by SMTL and otherwise ready for exchange. It is only fairly recently that Keystone Law has accepted that the Heads of Terms have been superseded by the issuing of the draft agreement.

1.46 I should reemphasise that this correspondence has been between professional representatives and the Council has acted entirely in accordance with standard practice. The Council cannot be held responsible for how this correspondence has been passed on and explained by Mr Olden and Keystone Law to SMTL and the individual leaseholder.

1.47 In this regard, and for clarity, I and the Council's representative have been entirely professional and consistent in our approach to negotiations with all landowners. Furthermore, I have not approached this matter any differently to the numerous other schemes I have been involved with for both promoting authorities and objectors despite unprecedented accusations being levelled at me and the Council's other consultants right from the very beginning of these discussions¹⁰.

1.48 As I stated in my email dated 22 March 2023 addressed to Mr Rees *"I fully appreciate that residents may find the uncertainty of compulsory purchase matters unsettling and I welcome the opportunity for dialogue"*¹¹. I engaged with SMTL and their advisors in this spirit and it was not unreasonable for me to assume that SMTL was receiving proper advice and explanations as to the implications of what was proposed and that the costs raised by, in particular, Keystone Law would be reasonable and proportionate.

Points Raised by Mr Rees

1.49 Whilst I have already addressed the majority of the main issues, I note that Mr Rees raises other specific points, some of which it is appropriate I address in order to provide further clarification as to the Council's position. I set out my explanation in the Appendix to this rebuttal statement.

¹⁰ For example, Mr Rees issued a complaint in response to my email dated 22 March 2023 (see paragraph 7.132 of my Expert Evidence) despite that being the only communication between us at that point and having never met or spoken to each other.

¹¹ See paragraph 7.132 of my Expert Evidence

2.0 CONCLUSIONS

- 2.1 I have seen nothing within any of the Statements of Evidence submitted on behalf of SMTL and by the residents of Saxon Meadow to lead me to alter my Statement of Evidence in any way and I remain of the opinion that the Council has complied with the Guidance.
- 2.2 However, it is apparent to me from these Statements of Evidence that there remains confusion and misunderstandings by SMTL and the residents as to the current position, what is proposed by way of rectification of existing title issues and their entitlement to fee reimbursement. These are all matters for SMTL to resolve with Keystone Law and Mr Olden.
- 2.3 The proposed terms would enable SMTL to benefit by the Council not exercising their powers under the Original CPO which allow them to compulsorily acquire Plots 9, 9A and 9B and the residents to benefit by being able to approach SMTL for explicit rights of access over Plot 8 and along the northern boundary of the Saxon Meadow development to Plot 9.
- 2.4 In summary, the benefits would be:
- SMTL would own the freehold of the access strip through Plot 7 in place of merely benefitting from rights
 - SMTL would own the freehold of Plot 8 entirely in its own right
 - The leaseholders/shareholders/residents would be able to draw down rights from SMTL over the access strip and Plot 8 without having to seek the consent of any Third Party (i.e., the Pitts Family)
- 2.5 As I have set out above, the existing utility rights would not be affected and, in any event, benefit from statutory protection.

3.0 STATEMENTS OF TRUTH

3.1 I confirm that the statements set out at paragraphs 2.10 and section 15 of my evidence also apply to this Rebuttal Statement.

A handwritten signature in blue ink, appearing to be 'PR', enclosed within a blue circular scribble.

Peter Roberts FRICS CEnv 30 November 2023

APPENDIX: POINTS RAISED BY MR REES

I have set below further responses in respect of Mr Rees's evidence using his enumeration.

Section 3

Mr Rees requests the removal of Plot 8 from the Order.

Plot 8 is required by the Council because, until the final design of the cycle path is completed and full approvals secured, it cannot be certain whether or not Plot 8 will be required, even if only as part of a working strip.

The Council would be content to agree that they would not exercise compulsory purchase powers over Plot 8 in the event that it was not required for the construction of the cycle path but this would mean that the Council could not transfer the entirety of the freehold title to SMTL in order that they can grant full access rights to the individual leaseholders.

It therefore seems self-defeating for Mr Rees to resist the compulsory acquisition of this plot when it is so clearly in SMTL's and indeed his own benefit that the regularisation of title matters in respect of Plot 8 takes place.

In this regard, I note that Mr Rees states that *"I support the arrangements described in the draft HOTs"* but he seems to have overlooked that those "HOTs" provide for the compulsory acquisition and transfer of Plot 8 to SMTL. His objection is therefore contradictory.

Paragraph 9.3

This paragraph gives the impression that that the Council was silent from 27 February 2023 through to 21 October 2023. As my Expert evidence clearly demonstrates, this impression is entirely false.

Paragraph 9.6

There was only one email between 20 to 25 September 2023 which was dated 20 September 2023 and was issued by Mr Denning to Mr Olden. I have reviewed this email and see nothing in it to indicate any change of tone or approach and respectfully disagree with Mr Rees in this regard.

In this regard, I note that Mr Rees does not explain the basis upon which he has reached this conclusion.

Paragraph 9.10

The SMTL's surveyor's email referred to by Mr Rees was actually dated 11 October 2023 and contained an amended version of the Heads of Terms issued by the Council. In this regard, Mr Olden had struck out the following text:

“Unconditional withdrawal of all CPO Objections made by SMTL and leaseholders at Saxon Meadow. Such withdrawals will include an undertaking not to submit any objections in respect of the grant or exercise of compulsory purchase powers or grant and exercise of planning permission related to the scheme being promoted by CPO 2. For the avoidance of doubt, the parties to which the preceding provision applies is as follows:”

Mr Olden, as advised by Keystone Law, was, in deleting this text, seeking to preserve the ability of the Saxon Meadow residents to resubmit objections against the Order and challenge the exercise of compulsory purchase powers.

Not surprisingly, this was not acceptable to the Council and hence Mr Denning responded, reinstating and reaffirming the Council’s requirement in this regard, a draft Individual Agreement was issued pertaining to the withdrawal of objections for the individual residents. This accompanied the email from John Webster dated 16 October 2023¹² which sought to explain the route by which SMTL would be paid a costs contribution and the mechanism for withdrawal (given that it was clear that SMTL was having difficulties in ensuring that not only their objection, but the residential objectors objections would all be withdrawn).

In this context, Mr Olden had previously emailed Mr Denning on 25 September 2023¹³ stating:

*“Terry Pickering who is part of the board of SMTL has confirmed that he has booked the Boxgrove Village Hall for the 20th of October at 3:00pm for an EGM. This is an in person EGM for the shareholders to vote to approve any final Heads Of Terms... ..For the avoidance of doubt. (sic) If the HOT can be agreed – SMTL as a company will make reasonable efforts to ensure leaseholders remove their individual objections. A draft resolution and proposed mechanism for the withdrawal of individual objections has been prepared by the board. SMTL are talking to leaseholders on a regular basis, there is consensus and a keen interest in resolving this... ..As I said to you on the phone. If we can complete this agreement, then SMTL can remove its objection. **They will make reasonable endeavours to convince all leaseholders to do the same**¹⁴. At the very least the freehold company will not be an objector and as this will have been voted on, **the shareholders of the company will have reached consensus. Making any remaining leaseholder objections (if there are any), less relevant.**”¹⁵*

¹² See Appendix 16 of my Expert evidence

¹³ Email from Mr Olden to Mr Denning dated 25 September 2023

¹⁴ My emphasis

¹⁵ My emphasis

This was not acceptable to the Council given that SMTL clearly represented all the leaseholders, Council and Inquiry time would still be required to deal with any remaining objections. In addition, no points had been raised in the individual objections that had not been addressed in the negotiations with SMTL.

This was **not**, therefore, a new set of demands but **reinstating** the **agreed** terms and explaining the logic of the required way forward in achieving the withdrawal of all objections as part of the overall agreement.

Paragraphs 9.12 to 9.19

Mr Rees refers to a “gagging clause”. If I understand his reference correctly he is referring to the following text:

“I hereby agree with the Council:

- a. That I withdrew my objection on [DATE] 2023 and my objection is withdrawn in its entirety;*
- b. That I will not submit any further objections to CPO 2 from this date nor seek to make any representations at or to the public local inquiry for CPO2 unless they deviate from the Scheme as proposed at this date;*
- c. That I will not object to the planning application reference 20/02893/OUT (lodged with the Council as Local Planning Authority) or any related applications unless they deviate from the proposed development as submitted at this date; and*
- d. That I will not procure any person to object on my behalf in respect of (2) (a – c) above.”*

As was clearly set out in the email from John Webster dated 16 October 2023¹⁶, which was cross referred to in the 18 October 2023 issue of the Heads of Terms¹⁷ which SMTL told the Council they had signed, the Individual Agreements between the Council and residential objectors would only be completed simultaneously with the SMTL Agreement. The purpose of the Individual Agreement was to reconcile the obligations of the objecting residents with the obligations of SMTL in their Individual Agreements, in that the respective residential objectors will not submit further or fresh objections against the CPO or to the current planning application after their original objections to CPO 2 had been withdrawn.

Bearing in mind the fees being demanded from the Council by SMTL it would be reasonable for me to assume that Mr Rees and SMTL had taken advice in respect of the intention of this drafting and I would have expected Mr Olden and Keystone Law to have advised that this drafting is entirely normal in these

¹⁶ Appendix 16 of my Expert Evidence

¹⁷ Appendices 15 and 17 of my Expert Evidence

circumstances. There was certainly no indication from Mr Olden or Keystone Law that Mr Rees had taken offence to these terms or explanation as to why Mr Rees would expect anything else.

In this regard, it is difficult for me to understand why Mr Rees would have difficulty with this requirement as there would be no reason, other than for vexatious purposes, for him to resubmit further objections against the Order having reached agreement with the Council.

The Council has, in offering these terms, gone well beyond mitigating the impact of the Order and has agreed to use its powers to rectify title issues that pre-existed the Order for the benefit of Mr Rees and the other residents and it is therefore only reasonable that he does not seek to challenge the exercise of compulsory purchase powers and thereby prevent the Council from complying with the terms agreed with SMTL which are dependent upon them having the ability to exercise the very powers he objects to.

I can only conclude from Mr Rees's comments that his advisors had not properly explained to him and his fellow residents the implications of the proposed terms or, alternatively, that he merely wished to bank the benefits of the proposed terms and then resubmit an objection for as yet unknown reasons.

Paragraphs 10.2 to 10.14

There is no apparent dispute between the Council and SMTL's Counsel as to the broad principles of fee reimbursement to the extent that, if an objection is considered to have been successful, reasonable costs can be reimbursed and, if not agreed, made subject to a Costs Order. In this regard the Council has made offers all of which have been rejected on the basis that they do not cover the entirety of SMTL's costs notwithstanding that SMTL have yet to inform the Council as to what the claimed costs actually are.

The only issue between the parties relates to what fees can be considered to be reasonable, proportionate to the complexity of the work undertaken and consequential to the Order.

No evidence or authority has been provided by SMTL, Saxon Meadow residents, Mr Olden or Keystone Law to contradict this approach and yet they persist to argue that all fees, regardless to how they have incurred or whether they are reasonable should be reimbursed by the Council.