

Our Ref: TER - Hyde - Tessa Rook
Your Ref:
28 October 2014

Mr and Mrs Buckley
Copperfields
Crooked Lane
Birdham,
Chichester
PO20 7HB

Without prejudice (save as to costs) and subject to contract

Dear Mr and Mrs Buckley

Land at Crooked Lane, Birdham

I have been told that you are no longer instructing Adams & Remers. I also understand that you have accepted an offer on your property but that contracts have not yet been exchanged. I have not been able to obtain your solicitors' details so would ask you please to forward a copy of this letter to your solicitors on my behalf.

You will recall that there is a dispute over access to the land behind your property which is owned by my clients, Martlet Homes Limited. Planning consent has been granted for a housing development which is accessed via the track adjoining the southern boundary of your property. However, your neighbour Mrs Evans has erected and locked a gate across the track.

My client would very much like to find a way forward and I hope this letter will provide a basis for discussion. Now that you are selling your property your feelings about the dispute may have changed. Your solicitors will probably advise you to disclose this letter to your buyers and it is something you will need to discuss with your buyers too.

I would first like to recap on where we are with the dispute. The paper title owner of the track has not yet been traced. The Land Registry records the track as unregistered land. I am continuing to make enquiries to try to trace the true owner but that may or may not be possible. Deeds and documents going back as far as 1847 have already been examined but we probably need to go back further.

You may already be aware that the development has been brought forward by our clients in conjunction with the local authority under a Rural Partnership Agreement. This is therefore a development which the local authority strongly supports and wishes to see built. The Partnership Agreement entered into between Chichester District Council and our client means that our client is in a position to request the local authority to take action to compulsorily acquire the track if that is necessary. You will be aware that it is possible for a local authority to compulsorily purchase land even when there is no registered owner, as is the case here. In addition we continue to investigate on

behalf of our client to try to establish who has paper title to the track.

Tracing the paper title owner and/or compulsory acquisition of the track will be complicated and involved and continuing the dispute over access to our client's site will lead to costs being incurred by all parties. There is a more straightforward way to resolve matters, in our view. If the track is compulsorily purchased your clients may receive a sum of money in compensation for the loss of any interest they may have in the track. The solution that we are proposing would resolve the dispute in a much quicker manner that would be more cost-effective for all parties.

By virtue of a conveyancing presumption known as the *ad medium filum* rule your clients may (or may not) be entitled to claim an interest in the land comprising the track. Such interest would be displaced by the appearance of the paper title owner and would also be subject to whatever other rights exist over the land (including, for example, the right of Mr and Mrs Stokes to pass over the track).

You will appreciate that buying such right or interest as you may have in the track carries the risk that my client will pay you money for something which can be lost if the paper title owner subsequently appears.

My client's preferred access is the track adjoining your property. However, if access via the track cannot be achieved my client will need to progress alternative resolutions in order to secure access to the site so that development works can be commenced.

Offer

This offer is conditional upon acceptance by all parties, being you (or your buyers, as appropriate), Mrs Evans and Mr and Mrs Stokes.

In consideration of (i) the acquisition of any right or interest that you, Mrs Evans and Mr and Mrs Stokes may have in the track and (ii) an undertaking to cease and desist from any obstruction of the track our client will pay the sum of £200,000. This offer is made on a collective basis and may be divided between the parties as you may agree between yourselves. However, it may be that the split should be based on extent of frontage to the track and with this in mind a division as set out below may be appropriate:

| | |
|---------------------------------------|----------|
| Mr and Mrs Stokes: | £25,000 |
| Mrs Evans: | £100,000 |
| Mr & Mrs Buckley/Copperfields buyers: | £75,000 |

Should all agree to accept, we will proceed and our client will also cover each party's legal fees for the drafting of any necessary documents capped at £3,000 (plus VAT) per party.

It would be important for you to obtain legal advice before accepting the offer and you will probably wish to discuss it with Mrs Evans and Mr and Mrs Stokes. Please let me know if anything is not clear and you need further explanation. I should be grateful for a response to the offer within 14 days please.

I look forward to hearing from you or your solicitors in response.

Kind regards

Yours sincerely



Tessa Rook

for DAC Beachcroft LLP

cc Hawkins and Smith, West Wittering branch



L to Mrs Buckley - w/p offer-22/10/14