

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**Matter no. KB-2025-001739**

**KING'S BENCH DIVISION**

**IN THE MATTER OF S.187B OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**B E T W E E N : -**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

**(1) BILL LEE**

**(2) BILL LEONARD LEE**

**(3) WESY BILL WALLY LEE**

**(4) ROY CHRISTOPHER DRAPER**

**(5) ALBIE JOHN WILKINS**

**(6) PERSONS UNKNOWN (being those, whether the extended family of the First to Fifth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Number K871684)**

**Defendants**

---

**BUNDLE 23 MAY HEARING**

---

**INDEX for documents re Claim KB-2025-001812**

<b>1</b>	<b>Skeleton for return date</b>	<b>1</b>
<b>2</b>	<b>Claim Form 20 May 2025</b>	<b>15</b>
<b>3</b>	<b>Sealed application form N244</b>	<b>19</b>
<b>4</b>	<b>Details of Claim</b>	<b>24</b>
<b>5</b>	<b>Andrew Culley 1<sup>st</sup> witness statement and exhibits</b>	<b>26</b>
<b>6</b>	<b>Andrew Culley 2<sup>nd</sup> witness statement and exhibits</b>	<b>82</b>
<b>7</b>	<b>Heather Stevens 1<sup>st</sup> witness statement and exhibits</b>	<b>114</b>
<b>8</b>	<b>Draft Injunction Order 23rd May</b>	<b>156</b>

**Documents for Matter no. KB-2025-001739 re hearing on 16 May 2025 (insofar as the documents for that matter do not overlap with the documents re KB-2025-001812)**

<b>9</b>	<b>Order by Eyre J of 16 May 2025</b>	<b>163</b>
<b>10</b>	<b>Note of Hearing on 16.05.25</b>	<b>171</b>
<b>11</b>	<b>Skeleton for Interim application</b>	<b>182</b>
<b>12</b>	<b>Draft Claim Form and Details of Claim</b>	<b>192</b>
<b>13</b>	<b>Application Notice</b>	<b>198</b>
<b>14</b>	<b>Leanne Tarling witness statement</b>	<b>204</b>

**IN THE HIGH COURT OF JUSTICE    Claim No: KB-2025-001812**  
**KING'S BENCH DIVISION**

**IN THE MATTER OF PROCEEDINGS**

**B E T W E E N:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) **BILL LEE**  
(2) **BILL LEONARD LEE**  
(3) **WESY BILL WALLY LEE**  
(4) **ROY CHRISTOPHER DRAPER**  
(5) **ALBIE JOHN WILKINS**  
(6) **PERSONS UNKNOWN** (being those, whether the extended family of the Second to Fourth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as "Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent" registered at HM Land Registry under Title Number K871684)

**Defendants**

---

**SKELETON ARGUMENT ON BEHALF OF THE CLAIMANT  
IN SUPPORT OF AN APPLICATION FOR AN  
INJUNCTION**

---

*References are to Witness Statement paragraphs [WS/X]*

**Essential Reading:**

1.     Application Notice
2.     Draft Order
3.     Witness Statements of Andrew Culley and Heather Stevens

## **INTRODUCTION**

1. Tunbridge Wells Borough Council (“the Claimant”) seeks an in injunction order in relation to the land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent ” registered under title number K871684 shown edged red on the plan attached to the draft order. The Claimant obtained an interim injunction granted by Mr Justice Eyre on 16<sup>th</sup> May 2025 on a without notice basis. Since that date, further information has been revealed and, as a result, further named defendants have been added as explained below.
2. The Claimant is the Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act") for an area including the Land.
3. The Land was, until recently, all within title number K871684 in the ownership of the First Defendant. Over the last year, parcels have been sold and/or sub-divided as follows (and at the time of the without notice application, there were “applications pending” against title K871684):

<b>Title</b>	<b>Last date of change</b>	<b>Owner</b>	<b>Comments</b>
K871684 Plots 1(a) & 1(b)	02/02/2024	Michael Larter	Plot 1a has been further sub-divided into 3 plots with one occupied by Bill Lee on 9 <sup>th</sup> May 2025
TT171000 Plot (3)	08/08/2024	Curtis Love	

TT171757	03/09/2024	Keith Jeeves	
Plot (2)			

4. As a consequence, on 16<sup>th</sup> May, the Council proceeded against the above named individuals. Mr Justice Eyre was not satisfied that proceeding on a without notice basis against Mr Love and Mr Jeeves was justified.

The current defendants

5. As set out in the witness statement of Heather Stevens (§18), the Claimant's solicitors received an email from VP Legal Solicitors on 20<sup>th</sup> May 2025 with copies of four TP1 applications to HM Land Registry as follows:

Title	Date of Transfer according to TP1s	Owner	Comments
K871684 Plot HS/1	04/09/2024	Roy Christopher Draper	This plot has been unlawfully occupied by Bill Lee since 9 <sup>th</sup> May 2025
K871684 Plot HS/2	04/09/2024	Wesy Bill Wally Lee	
K871684 Plot HS/3	29/10/2024	Albie John Wilkins	
K871684 Plot HS/4	04/11/2024	Bill Lee and Bill Leonard Lee	

6. On the basis of correspondence with VP Legal Solicitors, the Council is satisfied that, whilst Mr Larter is still the owner of the Land at HM Land Registry, he has sold the Land save for the access strip. The Council recognises delays at HM Land Registry and no longer proceeds against him.
7. The Council proceeds against Mr Draper as his land has been developed unlawfully and is currently occupied by Mr Bill Lee.
8. The Council proceeds against Bill Lee and Bill Leonard Lee as Bill Lee has already demonstrated a flagrant disregard for planning control. Furthermore, Mr Bill Lee confirmed that he had a further caravan arriving the week-end of 24<sup>th</sup> May 2025 (WS Heather Stevens/8).
9. The Council proceeds against Wesy Bill Wally Lee as his plot is adjacent to the occupied plot, he appears to be related/connected to Bill Lee and he was on the Land on 19<sup>th</sup> May 2025 and said “My land is now worthless, **you can’t put anything on it**” (WS Andrew Cully/27). Whilst Mr Wesy Lee has reiterated that he did not plan to build on his plot (WS Andrew Culley/28) and has confirmed the same to the Council’s solicitors on 22<sup>nd</sup> May 2025, the Council has real fears and anticipates further breaches of planning control if not restrained.

#### Persons Unknown

10. The Sixth Defendant identified only as “Persons Unknown” refers to those persons who are not named Defendants to this Claim who have an interest in the land or in undertaking works to the Land or intending to undertake works to the Land or entering onto the Land intending to occupy the Land in breach of planning control. The Claimant relies upon

paragraph 21.2 of the Practice Direction Part 49E and s.187B (3) of the 1990 Act in support of seeking an Order against “Persons Unknown”.

11. The Claimant is aware of the guidance of the Supreme Court in *Wolverhampton City Council and Others v London Gypsies and Travellers and Others* [2023] UKSC47. The *Wolverhampton* judgment of the Supreme Court provides that the granting of injunctions against “newcomers” is not constitutionally improper [170] and, in relation to breaches of public law, including planning law, local authorities are empowered to seek injunctions by statutory provisions.
12. In section 5 of the judgment [187ff] the Supreme Court considered the practical application of the principles affecting an application for a newcomer injunction against Gypsies and Travellers and the safeguards and provided the guidance. It is submitted that the safeguards are met in this case:
  - i. Compelling justification for the remedy. This includes consideration of the obligation/duty to provide sites for Gypsies and Travellers [190], Needs assessments, planning policy, other statutory powers available and byelaws. Tunbridge Wells Borough Council does not have a 5 year supply of pitches. However, it has an emerging Local Plan which has been through an extensive examination process and will be adopted shortly. As set out in the witness statement of Mr Culley (WS/41), the relevant policy, H9, can be afforded significant weight and the policy was underpinned by a proper evidence base and Needs Assessment. Policy H9 is a policy specifically for Traveller Accommodation. Planning

applications should comply with policy H9 and the development on the Land is contrary to planning policy and other statutory powers are not effective;

- ii. Evidence of threat of abusive trespass or planning breach – it is submitted that there is more than a sufficiently real and imminent risk as evidence shows that works have already been undertaken (WS/17-18) on plot HS/1. The Council considers the sub-division of the Land to be preparatory for residential occupation demonstrating an intention to develop and occupy. There has been significant activity in terms of dividing, sales, sub-dividing, failure to obtain planning consent and occupation over recent months which all leads the Council to believe that further breaches are imminent.
- iii. Identification or other definition of the intended respondents to the application - it is impossible to name the persons as (a) it is not known those undertaking works and (b) it is not known who future potential occupants may be but the Claimant has attempted to define them as precisely as possible;
- iv. The prohibited acts - the terms of the injunction correspond to breaches that are feared will take place if not restrained and it is submitted that the terms of the injunction order are clear and precise – furthermore, the terms simply tell those potentially affected not to do that which they are not allowed to do without express planning permission;



- v. Geographical and temporal limits - the injunction has clear geographical limits as outlined on the plan attached to it and has temporal limits in that it lasts for 3 years;
- vi. Effective notice of the order - it is possible to give effective notice by virtue of the Alternative Service provision;
- vii. Liberty to apply has been included;
- viii. Costs protection – there is no evidence that this is appropriate in this matter;
- ix. Cross-undertaking - there is no cross-undertaking and it is submitted this is not appropriate in this case.

13. The Claimant is of the view that actual breaches of planning control have taken place, and there is a real risk of further breaches and it apprehends further operational development and material change of uses taking place in breach of planning control across all the parcels previously within the single land-holding. The order simply holds the ring and maintains the status quo.

#### Service

14. Whilst Mr Justice Eyre granted the interim injunction order on 16<sup>th</sup> May 2025, despite various attempts to obtain a sealed order on Friday afternoon/evening, the sealed order was not sent until Monday 19<sup>th</sup> May 2025. The Council has therefore served both.
15. Evidence of service is within the second witness statement of Andrew Culley and first witness statement of Heather Stevens. On 17<sup>th</sup> May 2025, Ms Stevens confirms that the documents served, in addition to the

unsealed interim injunction order, were: a covering letter, the note of hearing on 16 May 2025 and hearing bundle, containing the skeleton argument for the interim application, an unsealed claim form with details of the claim, the application notice for 16 May 2025, the draft injunction order and draft plan, as well as the witness statement of Andrew Culley with exhibits AC/1 to AC/8 and the witness statement of Leanne Tarling.

16. The sealed order was served on 19<sup>th</sup> May 2025.

Defendant	When served	What was served	Comments
Michael Larter (no longer a Defendant)	17 <sup>th</sup> May 2025 on a gate that leads to the field to the east of Mr Lee's plot	See Heather Stevens WS/14	Mr Larter called the Council on 19 <sup>th</sup> May 2025 and had received the injunction (WS Andrew Culley/17)
Keith Jeeves (no longer a defendant)	17 <sup>th</sup> May 2025 in person and on a gate that leads to a field to the south of Mr Jeeves' plot  19 <sup>th</sup> May 2025 in person	See Heather Stevens WS/14	
Curtis Love (no longer a defendant)	17 <sup>th</sup> May 2025 on a fence post at the entrance to the plot that he owns	See Heather Stevens WS/14	
Bill Lee	17 <sup>th</sup> May 2025 in person  19 <sup>th</sup> May 2025 in person	See Heather Stevens WS/4  See Andrew Culley 2 <sup>nd</sup> WS/25	The Council is not clear if they served Bill Lee or Bill Leonard Lee as it only became clear on receipt of TP1s
Bill Leonard Lee	19 <sup>th</sup> May – if not in person (see above) then as Persons Unknown	See Andrew Culley 2 <sup>nd</sup> WS/26	The Council is not clear if they served Bill Lee or Bill Leonard Lee as it only became clear on receipt of TP1s

Wesley Bill Wally Lee	19 <sup>th</sup> May in person as Persons Unknown	See Andrew Culley 2 <sup>nd</sup> WS/26	
Roy Christopher Draper	19 <sup>th</sup> May Alternative Service	See Andrew Culley 2 <sup>nd</sup> WS/34	
Albie John Wilkins	19 <sup>th</sup> May Alternative Service	See Andrew Culley 2 <sup>nd</sup> WS/34	
Persons Unknown	17 <sup>th</sup> May 2025 on a gate along Church Road at the north end of the Land  19 <sup>th</sup> May 2025	See Heather Stevens WS/4  See Andrew Culley 2 <sup>nd</sup> WS/34	

### **THE POWER TO GRANT AN INJUNCTION**

17. Section 187B of the Town and Country Planning Act 1990 (as amended)

(‘the 1990 Act’) provides as follows:

- “(1) *Where a local planning authority consider it necessary or expedient for any actual or apprehended breach of planning control to be restrained by injunction, they may apply to the court for an injunction, whether or not they have exercised or are proposing to exercise any of their other powers under this Part.*
- (2) *On an application under subsection (1) the court may grant such an injunction as the court thinks appropriate for the purpose of restraining the breach.*
- (3) *Rules of court may provide for such an injunction to be issued against a person whose identity is unknown.*
- (4) *In this section "the court" means the High Court or the county court.”*

18. The leading authority on the exercise of the Court's discretion to grant injunctions pursuant to section 187B of the 1990 Act is the decision of the House of Lords in the combined appeals known as *South Bucks District Council v. Porter* [2003] UKHL 558; [2003] 2 AC 558 [ **[20]**] approving the

judgment of the Court of Appeal [2001] EWCA Civ 1549; [2002] 1 WLR 1359.

19. The decision of the House of Lords also confirms that the Court has an original jurisdiction in respect of its exercise of discretion to grant an injunction pursuant to section 187B of the 1990 Act [27].
20. In *Davis v Tonbridge & Malling Borough Council* [2004] EWCA Civ 194, the Court of Appeal summarised the conclusion of the House of Lords in *South Bucks District Council v Porter* as follows [34]:

1) Section 187B confers on the courts an original and discretionary, not a supervisory, jurisdiction, so that a defendant seeking to resist injunctive relief is not restricted to judicial review grounds;

2) it is questionable whether Article 8 adds anything to the existing equitable duty of a court in the exercise of its discretion under section 187B;

3) the jurisdiction is to be exercised with due regard to the purpose for which was conferred, namely to restrain breaches of planning control, and flagrant and prolonged defiance by a defendant of the relevant planning controls and procedures may weigh heavily in favour of injunctive relief;

4) however, it is inherent in the injunctive remedy that its grant depends on a court's judgment of all the circumstances of the case;

5) although a court would not examine matters of planning policy and judgment, since those lay within the exclusive purview of the responsible local planning authority, it will consider whether, and the extent to which, the local planning authority has taken account of the personal circumstances of the defendant and any hardship that injunctive relief might cause, and it is not obliged to grant relief simply because a planning

authority considered it necessary or expedient to restrain a planning breach;

6) having had regard to all the circumstances of the case, the court will only grant an injunction where it is just and proportionate to do so, taking account, inter alia, of the rights of the person or persons against whom injunctive relief is sought, and of whether it is relief with which that person or persons can and reasonably ought to comply.

21. The well-known principles laid down by the House of Lords in *American Cyanamid Co. v. Ethicon Limited* [1975] AC 396 apply to the Court's exercise of discretion (see 406F, 407G, 408F).
22. It is to be noted that each of the appeals in *Porter* concerned cases where the Local Planning Authority were seeking mandatory injunction orders to remove persons who had taken up occupation of their land in breach of planning control. This application does not seek any mandatory steps. This application for an interim injunction seeks only to preserve the status quo at this point.

### **BREACHES OF PLANNING CONTROL**

23. The evidence available to date clearly demonstrates that there have been breaches of planning control. On plot HS/1 there has been operational development, engineering operations and a material change of use. These works appear to have been undertaken by Mr Bill Lee who owns Plot HS/4 and has a further caravan arriving this week-end. The Council fears that Plot HS/4 will be occupied imminently. Mr Lee continued to undertake works after planning officers had instructed him not to and Mr Culley noted a new shed on 19<sup>th</sup> May 2025. Plot HS/2 is adjacent to the

occupied plot, it is of sufficient size for occupation, the owner, Mr Wesy Lee was on the Land on 19<sup>th</sup> May 2025 and complained that his land would be “worthless” and could not “put anything on it” which suggests development. There has been no contact with Albie John Wilkins but the transfer took place recently and the plot is between the plot that is occupied and that owned by Mr Bill Lee. The Council considers the division and sub-division of the Land and plots to be evidence of an intention to develop and occupy the Land.

### **THE NEED FOR AN INJUNCTION**

24. At WS para 22, Mr Culley sets out why other enforcement options are not appropriate in this case. Firstly, an Enforcement Notice cannot attack an anticipated breach of planning control of which further breaches are expected. Secondly, the process is lengthy. Thirdly, the ultimate sanction for breaching an enforcement notice or a stop notice is criminal proceedings but the penalty is a fine. By the time the Council waits for further breaches to take place, even more harm will have been caused. Furthermore, if residential occupation is the goal of those doing the works, it can be taken up very quickly and once occupants are on site it is a very lengthy process to remove them. The Council has now issued and served enforcement notices relating to the unauthorised development but this is for development that has already taken place and is a long term strategy.
25. Applying the approach in American Cyanamid the Claimant submits that:
  - i. There is a compelling case that works which have taken place will lead to further breaches of planning control on the Land. Those breaches make it more likely that there will be similar breaches of

planning control on adjacent plots. In other words, there is a serious question to be tried; and

ii. The Local Planning Authority cannot adequately be compensated in damages for a breach of planning control.

26. In the premises, the balance of convenience lies in preserving the lawful use of the land and enforcing proper planning control in the public interest.

### **CONCLUSIONS**

27. In the circumstances of the present case, the Claimant submits that an injunction in the terms sought will not involve an interference with the Defendants' Human Rights (as those in occupation are not being required to leave) or, alternatively, any such interference is necessary and proportionate having regard to all the circumstances known to the Claimant at present and the public interest in protecting the environs.

28. The Defendants can continue to use their land without breaching planning control and can apply for planning permission in the usual way for works that require consent.

29. In the premises, the Claimant submits that it is appropriate for an injunction to be granted in the terms of the draft Order.

30. The Claimant also seeks an Order for alternative service of any injunction order granted to ensure the earliest possible compliance with proper planning control. In the circumstances, the Court can be satisfied that service by way of the alternative method proposed will come to the

attention of the Defendants and will assist in preserving the lawful use of the Land.

31. The Claimant is willing to give the undertakings listed in the draft Order. There is no undertaking as to damages. From *Kirklees MBC v Wickes Building Supplies Ltd* [1993] A.C. 227, the court may exercise its discretion not to require such an undertaking, taking into account the circumstances of the case and that the claimant is a local authority with the function of enforcing the law in its district in the public interest. This has more recently been considered in the context of s.187B in the cases of *Basingstoke & Deane BC v Loveridge* [2018] EWHC 2228 (QB) [16] and *South Downs National Park Authority v Daroubaix* [2018] EWHC 1903 (QB) [16].

**EMMALINE LAMBERT**  
CORNERSTONE BARRISTERS  
2-3 GRAY'S INN SQUARE  
LONDON  
23<sup>rd</sup> May 2025





## Claim Form (CPR Part 8)

In the High Court of Justice, King's Bench Division

Claim no.

Fee Account no.

Help with Fees -  
Ref no. (if appli-  
cable)

H W F - - - - -

### Claimant

Tunbridge Wells Borough Council  
Town Hall, Mount Pleasant Road, Royal Tunbridge Wells TN1 1RS



### Defendant(s)

(1) Bill Lee, Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent, TN17 2RT; (2) Bill Leonard Lee, Four Oaks, Church Hill, Boughton, Monchelsea, Maidstone ME17 4BU; (3) Wesy Bill Wally Lee, Four Oaks, Church Hill, Boughton, Monchelsea, Maidstone ME17 4BU; (4) Roy Christopher Draper, Hill View, Meadow Lane, Wickford, Essex SS11 7DX; (5) Albie John Wilkins, Hawksbill, Morley Lane, Bicker PE20 3DP; (6) Persons Unknown, Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent, TN17 2RT

KB-2025-001812

Does your claim include any issues under the Human Rights Act 1998? ☐ Yes ☒ No

Details of claim (see also overleaf)

(enclosed)

Defendant's  
name and  
address

(1) Bill Lee, Land btw Kilndown ...TN17 2RT; (2) Bill Leonard Lee, Four Oaks, ME17 4BU; (3) Wesy Bill Wally Lee, Four Oaks, ME17 4BU; (4) Roy Christopher Draper, Hill View, SS11 7DX; (5) Albie John Wilkins PE20 3DP; (6) Persons Unknown, Land btw Kilndown ...TN17 2RT

£

Court fee	646.00
Legal representative's costs	
Issue date	

Claim no.	
-----------	--

**Details of claim (continued)**

Ivy Legal Limited  
4th floor, 33 Cannon Street  
London EC4M 5SB

[enforcement@ivylegal.co.uk](mailto:enforcement@ivylegal.co.uk)

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

## Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- ☐ **I believe** that the facts stated in these particulars of claim are true.
- ☒ **The Claimant believes** that the facts stated in these particulars of claim are true. **I am authorised** by the claimant to sign this statement.

### Signature

Authorised representative of Ivy Legal Limited

- ☐ Claimant
- ☐ Litigation friend (where claimant is a child or a Protected Party)
- ☒ Claimant's legal representative (as defined by CPR 2.3(1))

### Date

Day

20

Month

05

Year

2025

Full name

Ivy Legal Limited

Name of claimant's legal representative's firm

Ivy Legal

If signing on behalf of firm or company give position or office held

Partner

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>



# Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

<b>Name of court</b> In the High Court, King's Bench Division	<b>Claim no.</b> KB-2025-001739
<b>Fee account no.</b> (if applicable)	<b>Help with Fees – Ref. no.</b> (if applicable)
	<b>H W F</b> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>
<b>Warrant no.</b> (if applicable)	
<b>Claimant's name</b> (including ref.) Tunbridge Wells Borough Council	
<b>Defendant's name</b> (including ref.) (1) Bill Lee (2) Bill Leonard Lee (3) Wasy Lee (4) Roy Draper (5) Albie Wilkins (6) Persons Unknown	
<b>Date</b> 20 May 2025 20 May 2025	

1. What is your name or, if you are a legal representative, the name of your firm?

Ivy Legal Limited

KB-2025-001812

2. Are you a ☐ Claimant ☐ Defendant ☒ Legal Representative
- ☐ Other (please specify)

If you are a legal representative whom do you represent?

Claimant

3. What order are you asking the court to make and why?

The Claimant is seeking the continuation of the Injunction Order of Mr Justice Eyre dated 16 May 2025 against D1 and D6 and an Injunction Order against D2, D3, D4 and D5 for the reasons set out in the evidence.

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☒ at a hearing ☐ without a hearing
- ☐ at a remote hearing
6. How long do you think the hearing will last?  2 Hours  00 Minutes
- Is this time estimate agreed by all parties? ☐ Yes ☒ No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

High Court Judge

9. Who should be served with this application?

The Defendants

- 9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- ☒ the attached witness statement
- ☐ the statement of case
- ☐ the evidence set out in the box below

If necessary, please continue on a separate sheet.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No

## Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- ☐ I **believe** that the facts stated in section 10 (and any continuation sheets) are true.
- ☒ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

### Signature

Ivy Legal Limited

- ☐ Applicant
- ☐ Litigation friend (where applicant is a child or a Protected Party)
- ☒ Applicant's legal representative (as defined by CPR 2.3(1))

### Date

Day

2 0

Month

0 5

Year

2 0 2 5

Full name

Izindi Visagie

Name of applicant's legal representative's firm

Ivy Legal Limited

If signing on behalf of firm or company give position or office held

Partner



Applicant's address to which documents should be sent.

Building and street

4th Floor, 33 Cannon Street

Second line of address

Town or city

London

County (optional)

Postcode

E	C	4	M	5	S	B
---	---	---	---	---	---	---

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Tunbridge Wells/Kilndown

Email

enforcement@ivylegal.co.uk

## **DETAILS OF CLAIM**

1. The Claimant seeks an injunction pursuant to Section 187B of the Town and Country Planning Act 1990 (as amended) to prevent continuing breaches of planning control.
2. The Claimant is the Local Planning Authority for the area including the Land known “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Numbers K871684 (“the Land”).
3. Section 187B of the Town and Country Planning Act 1990 provides that:
  - (1) Where a local planning authority consider it necessary or expedient for any actual or apprehended breach of planning control to be restrained by injunction, they may apply to the court for an injunction, whether or not they have exercised or are proposing to exercise any of their other powers under this Part.
  - (2) On an application under subsection (1) the court may grant such an injunction as the court thinks appropriate for the purpose of restraining the breach.
  - (3) Rules of court may provide for such an injunction to be issued against a person whose identity is unknown.
  - (4) In this section “the court” means the High Court or the county court.
4. As set out in the First witness statement of Mr Andrew Culley, Planning Compliance Officer employed by the Claimant, development has taken place in breach of planning control and it is the Claimant’s position that works have been undertaken to prepare the Land for residential occupation and further works are anticipated.
5. Mr Larter is the registered owner of the parcel registered under Title number K871684 although applications are pending. On 20<sup>th</sup> May 2025, the Claimant’s solicitors were informed that parcels of land registered under title number K871684 had been sold to: Albie John Watkins, Bill Lee and Bill Leonard Lee, Wesy Bill Wally Lee and Roy Christopher Draper and TP1s were provided. These transfers are not yet registered at HM Land Registry but the Claimant is satisfied that these persons are the owners of the Land and they are the First-Fifth Defendants.
6. The Sixth Defendant is identified only as “Persons Unknown” and refers to those persons who are not named Defendants to this Claim who intend to carry out further works to the Land and/or intend to station caravans and/or mobile homes on the Land for the purpose of residential occupation or other purposes in breach of planning control. The Claimant relies upon Paragraph 21.2 of the Practice Direction Part 49E of the CPR. The Claimant is unable to describe the Sixth Defendant with any greater particularity than the description herein.

7. The change of use of the Land for stationing of caravans for residential use is development for the purposes of Section 55 of the Town and Country Planning Act 1990 and requires planning permission. Operational development such as the laying of hardstanding also requires planning permission.
8. The Land is located within the open countryside, outside of settlement boundaries and is located within a National Landscape, in the vicinity of a listed heritage asset, within the vicinity of Ancient Woodland and within the buffer zone for protection of a site of special scientific interest. Any change of use requires full consideration by the local planning authority.
9. The Claimant considers that it is likely that the Defendants are intending to undertake further works to facilitate the residential use of the Land and to bring further mobile homes and residential paraphernalia on to the Land without the benefit of planning permission.
10. In the circumstances set out in the witness statement of Mr Culley and having regard to the provisions of section 187B of the Town and Country Planning Act 1990 and having regard to Human Rights issues and the Equality Act 2010 and all the circumstances of this matter, it is considered necessary and expedient in the public interest to seek an injunction to prevent further breaches of planning control on the Land.
11. In accordance with Practice Direction 49E (Alternative Procedure for Claims), CPR Part 8 applies to this Claim.
12. The Claimant seeks its costs for and incidental to the claim and any other relief the court considers appropriate.

Statement on behalf of the  
Claimant  
Witness: Andrew Culley  
1<sup>st</sup> Statement  
Dated: 15.05.2025  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**Claim No.**

**B E T W E E N : -**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**And**

- (1) Mr Michael Larter**
- (2) Mr Curtis Love**
- (3) Mr Keith Jeeves**
- (4) Mr Bill Lee**
- (5) Persons Unknown**

**Defendants**

---

**WITNESS STATEMENT OF ANDREW CULLEY**

---

I, Andrew Culley, Planning Compliance Officer for Tunbridge Wells Borough Council of Town Hall,  
Royal Tunbridge Wells, Kent TN1 1RS.

*WILL SAY as follows:-*

1. I make this statement in support of the Claimant's Claim for an injunction against the Defendants, pursuant to section 187B of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act"). I am duly authorised by the Claimant to make this witness statement and I make it from my own information, knowledge and belief save where otherwise stated.
2. This witness statement relates to Land know as " LAND BETWEEN KILNDOWN POULTRY FARM AND EVANDEN FARM, CHURCH ROAD, KILNDOWN, CRANBROOK, KENT" which is shown edged in red on the plan **Exhibit AC/1** which is registered with HM Land Registry

under Title numbers K871684 in the name of MICHAEL LARTER of 73 Derwent Road, Tonbridge Kent TN10 3HX being purchased on 26 January 2024 and shows application/s pending, TT171000 in the name of CURTIS LOVE of The Meadows, Breach Lane, Upchurch, Sittingbourne ME9 7PE being purchased on 8 August 2024, TT171757 in the name of KEITH JEEVES of 22 Hibbs Close, Swanley BR8 7FA purchased on 23 August 2024. A copy of these registers are attached as **Exhibit AC/2**. The Land therefore comprises 3 plots currently under 3 separate title numbers which were all in the ownership of MICHAEL LARTER when he made a prior approval application for an agricultural barn received 26 January 2024. **Exhibit AC/3** Shows a map and table with breakdown of current ownership shown by HM Land Registry. The parcels are referred to as plots 1a, 1b, 2 and 3. Plot 1a has been further sub-divided into 3 parcels.

3. Tunbridge Wells Borough Council is the local planning authority (the Council/the LPA) within the meaning of the Town and Country Planning Act 1990 (as amended) for an area including the Land. I make this witness statement in support of the Claimant's application for an interim Injunction, and in support of the Claimant's claim generally.
4. I have visited and therefore have knowledge of the Land.
5. The lawful use of the Land is agriculture. The Claimant's evidence is that the Land has recently been divided and purchased/purchases pending and in relation to one parcel, works were pre-planned and commenced during the evening of Friday 9 May 2025 and over the weekend when it was anticipated that the Council offices would be closed. Unauthorised operational development and engineering operations were undertaken which included underground foul water treatment, hardstanding/hardcore laying, the siting of a static residential caravan and the erection of domestic style close board fencing and associated works.
6. The Claimant seeks a prohibitory Injunction to prevent the anticipated use of the wider Land in breach of planning control, to "hold the ring" on the parcel already occupied and to prohibit the further stationing of residential caravans and touring caravans on the Land, and any further associated development which would facilitate the making of a material change of use.
7. The Defendants are MICHAEL LARTER, CURTIS LOVE, KEITH JEEVES the registered legal proprietors with HM Land Registry and BILL LEE as having an interest in the Land as he told the Claimant that he had made a purchase and is residing on part of it and 'Persons Unknown' (dealt with below).

## Relevant planning history of the Land and description of the site

8. The fields comprising the Land were free from any form of development or built form and formed part of one land holding of 6 hectares arranged north-south adjacent to Church Road. Soon after purchasing his parcel, Mr Jeeves made an application on 28 February 2025 to change the use of the land to equestrian and the construction of a stable building and access driveway, under application 25/00511/FULL which was refused very recently on the 1 May 2025. There is therefore no planning consent in place for any change of use on any part of the Land.
9. The woodland on the opposite side and to the west alongside Church Road is designated as Ancient woodland and the 30m buffer extends across the road and down the western side of the site. There is also Ancient woodland to the east (Shearnfold Wood) and part of the 30m buffer for this woodland extends into the northeast corner of the site which can be seen in **Exhibit AC/4** as the highlighted green areas on the map. The site is situated outside of the Limits to Built Development and within the High Weald National Landscape (formerly AONB). Under the revised section 85 Countryside and Rights of Way Act 2000 there is a duty on decision makers that they must seek to further the purpose of conserving and enhancing the natural beauty of National Landscapes. Within 400m South east and 400m North east is Land designated as sites of special scientific interest so the Land falls well within the buffer zone for protection and the designated area can be seen in the map highlighted in orange in **Exhibit AC/5**. Any potential harm within the impact risk area of these designated sites has not been assessed. This increases the potential for adverse impacts to rare and endangered species. I attach relevant extracts from the National Planning Policy Framework and Development Plan policies relating to the protection to such areas as **Exhibit AC/6**.
10. Approximately 160m to the north is Evanden Farm, a grade II listed building.
11. A public right of way WC55A runs to the east of the site, during winter months the site will be clearly visible through the tree line.
12. Enforcement history on the Land across all parcels is as follows:

05/00211/OTHERS - Mobile stables now fenced in – CASE CLOSED – BREACH REMEDIED

04/00520/UNAUTH - Stables placed on land - refused permission under TW/04/01087 – CASE CLOSED – NO BREACH

24/00276/OPDEV- Hardstanding, access track and hedgerow removal for new access-  
CASE OPEN- Enforcement report drafted for an Enforcement Notice.

24/00056/OPDEV – Mobile caravan- Caravan was a welfare unit in the woods and is only  
onsite when working the land- CASE CLOSED- NO BREACH

13. The current lawful use of the Land is agricultural and recently a prior notification application was accepted for 24/00247/AGRIC - Prior Notification of agricultural development for an agricultural barn for storage. The decision was issued on 27.02.2024. It has now been established that the land holding to which this building was meant to relate has been split. There have been pre-application submissions over the years in relation to a proposed plant nursery (ref:06/4000/0246) and camp site (ref:05/4000/0281).

14. Other recent planning decisions in these three parcels of land are:

25/00511/FULL: Change of use of land to equestrian, construction of stable building for horses together with highway access crossover & access driveway (refused on highway safety and High Weald National Landscape grounds on 1<sup>st</sup> May 2025)

04/01087/FULL Three loose boxes (refused on AONB and countryside impact grounds)

### **Report of Unauthorised development**

15. Over the weekend dated 9 May 2025 3 reports were made to the council starting at 16:37 on Friday 9 May that unauthorised work was happening on the land, with tipper lorries of hardcore and a digger creating a hardstanding. Also a low loader vehicle arriving on site with a static caravan. The community safety manager visited on Saturday and planning enforcement officers visited on Monday 12 May 2025.
16. A further 9 reports have continued to be made to the Council up to and including 15<sup>th</sup> May 2025.

### **REASONS FOR CONSIDERING A BREACH OF PLANNING CONTROL HAS OCCURRED**

17. I visited the site on 12 May 2025 at approximately 12:00 and saw several breaches of planning control including hardcore hardstanding, the mobile home, the waste inlet sticking

out of the ground for the foul water treatment plant, a generator sited on a trailer and concrete fence posts with concrete gravel boards and slot in close board fencing. The fencing was still being put up at the time of my visit. I did ask the male, who identified himself as BILL LEE, to stop any further development, he advised he would continue to put up the fencing to protect his 4 children from others but agreed not to undertake other works. Google earth imagery dated 3<sup>rd</sup> August 2024 shows the Land as an empty agricultural field. I attach a photo album of photos taken on my site visit as **Exhibit AC/7**. There were 3 vehicles onsite: a transit van tipper lorry, a transit panel van and a Land Rover Discovery. There was also a small digger onsite. BILL LEE advised that he was a Gypsy traveller and had bought the site from someone on 'Facebook' and had to move away from where he was living as he could not get on with them. He said his children ranged from 2 years to 8 years and was registering them with a local doctors and school. He also advised me that his planning agent would be in touch and gave me the name TONY SEARLES.

18. A breach of planning control has also occurred in relation to the material change in the use of the land from agricultural use to mixed agricultural and residential use, through the residential occupation of a static caravan and use of the land for the stationing of a residential caravan and any residential use of the Land amounts to the making of a material change of use of the Land and is also development as defined by Section 55 of the Town and Country Planning Act 1990 (as amended). Planning permission is also required for the deposition of the material on the Land to create hard surfacing and for the excavation of the land to install an underground foul water treatment plant. This is operational development and engineering operations as defined by Section 55 of the Town and Country Planning Act 1990 (as amended) and is unauthorised.
19. I called TONY SEARLES on the 12 May 2025 at around 5pm who advised me he had been expecting my call and that he had been contacted by BILL LEE over the weekend regarding putting in a planning application for a Gypsy Traveller pitch. As at the time of writing this witness statement, no planning application has been submitted.

## **THE NEED FOR AN INJUNCTION**

20. The Planning Practice Guide provides as follows:

Injunction:050

How does a Local Authority decide whether seeking an injunction to restrain a breach of planning control is appropriate?



The PPG states that 'in deciding whether it is necessary or expedient to seek an injunction, local planning authorities may find it helpful to consider whether:

- they have taken account of what appear to be relevant considerations, including the personal circumstances of those concerned;
- there is clear evidence that a breach of planning control has already occurred, or is likely to occur;
- injunctive relief is a proportionate remedy in circumstances of the particular case; a local planning authority can apply for an injunction whether or not it has exercised, or proposes to exercise, any of their other powers to enforce planning control. However, proceedings for an injunction are the most serious enforcement action that a local planning authority can take because if a person fails to comply with an injunction they can be committed to prison for contempt of court. Additionally, once an injunction has been granted, it cannot be discharged except where there has been a significant change of circumstances a local planning authority should generally only apply for an injunction as a last resort and only if there have been persistent breaches of planning control over long period and/or other enforcement options have been, or would be ineffective.

21. The Claimant considers it necessary, or alternatively expedient for this application to be made, having regard to the matters set out above as it has reasonable grounds to believe that further breaches may occur and all the circumstances pertaining to the history.
22. The Claimant has carefully considered its options in respect of the Land and the information and evidence to hand. Other enforcement options available to the Claimant include issuing a Stop Notice. However, whilst the action the Claimant could take for the breach of a Stop Notice is criminal proceedings, these proceedings are lengthy, and the only penalty is financial. The Claimant could issue an enforcement notice, but this would not be effective against anticipated breaches and so would not prevent further residential occupation. Furthermore, there is an appeal process against an enforcement notice and, in the Council's experience, it could take years to exhaust the appeals process. If the enforcement notice was eventually upheld the only sanction for breach is a fine following criminal proceedings. In the circumstances, and given the anticipated breach of planning control, the Claimant considers that an injunction is the most effective option and that it is proportionate.
23. The use of the Land for residential purposes and further facilitating operational development which goes hand in hand with the further anticipated use such as the laying of hardsurfaced trackways and bases, the insertion of septic tanks, domestic fencing etc., together with the

associated domestic paraphernalia in disregard of planning control is highly likely. The use of the Land for residential occupation is without justification and already results in significant visual harm to this designated beautiful part of the countryside and would represent an incongruous form of development in the landscape. The actual and anticipated development would change the site's character by introducing urbanising elements which would be at odds with its rural character and would be harmful to the landscape's appearance at this point. There is no agricultural justification for any of the works currently carried out on the Land. The harm that has been caused and continues to be caused by the unauthorised development of the Land by the Defendants, both to the Claimant as Local Planning Authority, and to the environs that are sought to be protected by planning enforcement control and planning policies cannot be compensated.

24. The Land is in a very remote area, on a rural lane subject to the national speed limit of 60 miles per hour, it is the main road which leads into Kilndown village. The village consists of approximately only 85 properties and has no shops, doctors surgery or school, the nearest being in the next village which is approximately 4 miles away. There is a very limited bus service to Kilndown.
25. The National Planning Policy Framework provides Government policy on planning matters. Paragraphs 187 - 195 of the National Planning Policy Framework address 'Conserving and enhancing the natural environment', stating that the intrinsic character and beauty of the countryside and the enhancement of the natural and local environment should be protected and enhanced. NPPF provides for protection to National Landscapes. Further, the landscape setting is identified at paragraph 135 as an important consideration of a well-designed place. The protection and enhancement of the countryside and landscape is endorsed by Development Plan Policy, with the Strategic Objectives Policy (SP1) identifying a number of strategic objectives which form the basis of the Local Plan policy framework, as well as providing the core principles that planning applications are expected to adhere to, with criteria (a) referring to the requirement to focus development at accessible and sustainable locations; and (b) referring to the conservation and enhancement of the Borough's natural environment including designated and undesignated landscapes.
26. In addition, there is insufficient information to determine, at this stage, whether there is a risk to highway safety, as it is not clear whether the necessary visibility splays can be achieved to highway standards. This has not been assessed in the absence of a planning application and there is likely to be intensified use of the access that may endanger highway safety

27. In relation to plot 1a occupied by Mr Lee, I am of the view that the development will result in further unauthorised development to facilitate the use of the Land by the family and the residential use of the Land which has and will have a significant impact on the landscape and visual amenity of this part of the countryside will not be conserved, restored or enhanced contrary to planning policy. Furthermore, plot 1a has been sub-divided into 3 parcels. It is not known when exactly this took place but the Council has real fears that the sub-division has occurred for further occupation.
28. In relation to plot 1b, owned by Mr Larter, it is clear that Mr Larter has been selling his land. Updated information is not available at HM Land Registry to confirm all sales made. Given that one parcel has been sold to someone from the Gypsy and Traveller Community, the Council has real fears that further sales have been made or are taking place. My colleague has outlined the Council's knowledge of other land Mr Larter has made available to people for occupation.
29. Plot 2 is owned by Mr Jeeves. As outlined elsewhere his planning application has been recently refused and the Council notes the timing of that refusal and the occupation of the adjacent land by members of the Gypsy and traveller community. Mr Jeeves has been asked to remove all unauthorised items from his land and he is complying with that request recently. However, the Land has an unauthorised access which could easily be utilised.
30. Plot 3 is owned by Mr Love. There has been no activity on this plot and the Council has had no dealings with him. However, this plot is immediately adjacent to the plot occupied by Mr Lee. It is the Council's view that this increases the risk that the plot could be sold or used for residential purposes.
31. In short, there has been significant activity in this area recently and the common factor has been that the Land was all previously in one ownership of Mr Larter. The Council considers there is a risk across all parcels of unauthorised residential occupation or works to facilitate the same.
32. Overall, on the basis of the current information, It is unlikely that officers would support granting planning permission were a planning application to be forthcoming for any form of residential occupation.
33. It is important to take into account the Human Rights issues, especially Article 8 (Right to respect for private and family life) and Article 1 of the First Protocol (Right to enjoy property), relevant to this development. It is considered that the assessment and considerations in this statement represent an appropriate balance between the rights of the landowner (to enjoy

their land subject to reasonable and proportionate controls by a public authority) and the wider public interest.

34. The application for an Injunction could be interpreted as an interference with the rights of a property owner to use his property as he sees fit and the right to private and family life as set out in Article 8. Such interference is permitted by the Convention if it is in the general interest, but the interference must be 'proportionate', which means that it must not be in excess of what is needed to prevent harm to the general interest. The Council considers this application proportionate in all the circumstances. The Council has had numerous complaints from other local residents and is of the view that there is significant planning harm. The injunction sought is to require that works in breach of planning control are not undertaken. In relation to those occupying the Land, the Council does not seek removal of the family. However, the Council is concerned that further works will be undertaken especially in light of the calculated breach of planning control already demonstrated. Preventing further harm is necessary.

## **THE REMEDY SOUGHT**

35. The Claimant seeks an interim injunction in the following form to prevent the Defendants and/or persons unknown:

1. In relation to the Land known as "Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent" registered at HM Land Registry under Title Numbers K871684, TT171000, TT171757 (the Land) as shown edged red on the attached plan, the Defendants whether by themselves or by instructing, encouraging or permitting any other person must not use the Land or carry out works to the Land in breach of planning control and, in particular, must not:
  - i. Allow the use of the Land, save for the area edged blue, for human habitation or residential occupation or any other purpose in breach of planning control;
  - ii. Bring onto the Land any touring caravans and/or mobile homes (over and above the one mobile home existing on the Land) for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;

- iii. Bring /erect/install any buildings or structures on the Land for the purposes of human habitation or residential occupation or any other purpose in breach of planning control;
- iv. Bring onto the Land any portable structures including portable toilets and any other further items and paraphernalia for purposes associated with human habitation or residential occupation or any other purpose in breach of planning control;
- v. Bring onto the Land any further waste materials and/or hardcore and/or like materials for any purpose, including the further creation/laying of hardstandings or hard surfaces, in association with the use of Land for the stationing of caravans and/or mobile homes for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
- vi. Carry out any further works in relation to the formation of paths, roadways or any works including the provision of sewerage, water and electricity infrastructure associated with the use of caravans and/or mobile homes for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
- vii. Carry out any further works to the Land associated with or in preparation for its use for stationing caravans/or mobile homes or for the erection of a building and/or any structure for human habitation or residential occupation or any other purpose in breach of planning control;
- viii. Undertake any further development on the Land as defined in section 55 of the Town and Country Planning Act 1990 without the express grant of planning permission.

### **Application without notice**

36. This application is being made without notice to the named Defendants. This is because if notice is given, the Defendants would not be prevented in the interim from continuing to undertake further operational development such as the completion of the hardsurfacing

and/or the bringing on to the Land of further residential caravan or taking up of residential use. By their very nature, a residential caravan can be brought on to Land and stationed, being put to a residential use within hours regardless of whether hardsurfacing or any other infrastructure is in place. A significant amount of pre-planned preparatory work has been carried out on the Land displaying a total disregard for the planning process and the intent to carry on regardless. This has been carried out over a weekend when the Council offices are closed and in the hope that no action will be able to be taken until after the weekend, Whilst the extent and detail with which the unauthorised works to date has been executed shows detailed pre-planning, I am firmly of the view that further static and touring caravans will be on their way to the site. Significant financial resource to assist with accomplishing what the Claimant firmly believes is to occupy the Land, ignoring the planning application process and regardless of the resultant numerous breaches of planning control. The Claimant is of the view that providing the Defendants with notice would provide them with time to bring further caravans on to the Land, erect further structures and allow further occupation of the Land immediately and regardless of any other works being carried out and the Claimant's experience is that it is then a lengthy process to secure cessation of unlawful residential occupation.

37. In relation to the parcel occupied by Mr Lee and his family, the Council has real concerns that further breaches of planning control will take place and will not cease unless restrained.
38. In relation to the other parcels, the parcel owned by Mr Jeeves had hardstanding laid some months ago. He confirmed to my colleague that he does not intend to reside on the Land and he has been clearing the Land as requested. However, the Council does consider it a coincidence that he was refused planning permission on 1<sup>st</sup> May 2025 and occupation on the adjacent parcel took place on 9<sup>th</sup> May 2025. As his planning application has been refused, he has no use for the Land. The Council is concerned that the parcel is vulnerable to further incursion. The Land-holding has now been parcelled and one parcel is occupied with Mr Lee feeling it necessary to erect fencing around his plot to protect his family. There is a forthcoming bank holiday weekend, when Council offices will be closed and transactions of this type take place quickly as demonstrated by Mr Lee. The Council has real concerns that there are other families about to occupy those parcels. In the Council's experience it is highly unusual for one Gypsy and Traveller family to live alone without extended family or friends adjacent and there does appear to have been some level of cooperation between the plots.
39. It is submitted that it is proper to apply for this Order without notice. Experience shows that if residential occupation is taken up efforts to secure compliance with an enforcement notice

will be time-consuming. Continued damage to the Land and to the environs would be inevitable. This is a sensitive site. An Injunction Order granted now, without notice, only to maintain the status quo, and before the Defendants can complete the operational development and take up the residential occupation of the site will deal effectively with any further risks to the environs.

40. This is a status quo interim injunction sought to protect the sensitive Land from further development without planning process.

## **PERSONS UNKNOWN**

41. With regards to the fifth Defendants, I am aware of the guidance of the Supreme Court of Wolverhampton City Council and others v London Gypsies and Travellers and others [2023] UKSC 47 and the council is of the view that this is justified as:

- (i) There is a compelling justification for the remedy. This includes consideration of the obligation/duty to provide sites for Gypsies and Travellers [190], Needs assessments, planning policy, other statutory powers available and bylaws. - Tunbridge Wells Borough Council has an emerging Local Plan (eLP) which is in the final stages of adoption having completed the Main Modifications consultation on 30<sup>th</sup> April 2025. It is considered that, in accordance with paragraph 49 of the National Planning Policy Framework, the policy can be given significant weight owing to the advanced preparation of the plan. The eLP contains policy H9 specifically for Gypsy and Traveller Accommodation., Planning applications should comply with policy H9 and the development on the Land is contrary to planning policy and other statutory powers are not effective. The policy was underpinned by a proper evidence base and Needs Assessment;
- (ii) There are adequate procedural safeguards in both the application and the draft order including an obligation to take all reasonable steps to draw the application and any order made to the attention of those likely to be affected by it and to provide generous provision for liberty to apply to have the injunction varied or set aside;
- (iii) The Council has considered any matter which a newcomer might raise to oppose the making of the order;
- (iv) The order has clear geographical limits as outlined on the plan attached and temporal limits – there is a Return Date;
- (v) It is just and convenient that an injunction be granted for the reasons set out in this witness statement.

The Land is registered to the First, Second and Third Defendants with HM Land Registry. The inference is that the land has been sold to the Second, Third, Fourth and Fifth Defendants who will occupy the Land with their respective partners/spouses. I have no evidence of who those wives/partners are or if there are others who may occupy the Land or do works on the Land.

### **ALTERNATIVE SERVICE**

42. The Claimant therefore also applies for an Order for service of any Injunction Order the Court may grant by way of the alternative method set out in the draft attached hereto.
43. There is an urgent need to serve any Order granted to restrain further breaches of planning control. It is the Claimant's belief that Orders served in the manner proposed are effective in bringing such Orders to the attention of the Defendants and also its servants or agents.

### **CONCLUSION**

44. Ultimately the injunction is being sought to prevent any further works from being undertaken and to apprehend the anticipated breach of planning control by preventing the stationing of further residential caravans on the Land and the carrying out of any further unauthorised facilitating development. Whilst there are other options available to the Council, such as an enforcement notice, this would not have immediate effect, would not prevent the occurrence of the anticipated unauthorised development and is likely to result in a lengthy appeal timetable and would not prevent further works at the site. In the circumstances, it is considered that there is sufficient evidence of an intended breach of planning control that cannot now be effectively restrained or apprehended by any means other than an injunction. The Council reiterates that this is a status quo injunction to prevent that which the Defendants are not permitted to do without planning consent in any event.
45. For the reasons stated herein, the Claimant contends that it is necessary and expedient to restrain the Defendants in the manner sought in the draft Order.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.......... Dated.....15/05/2025.....



Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

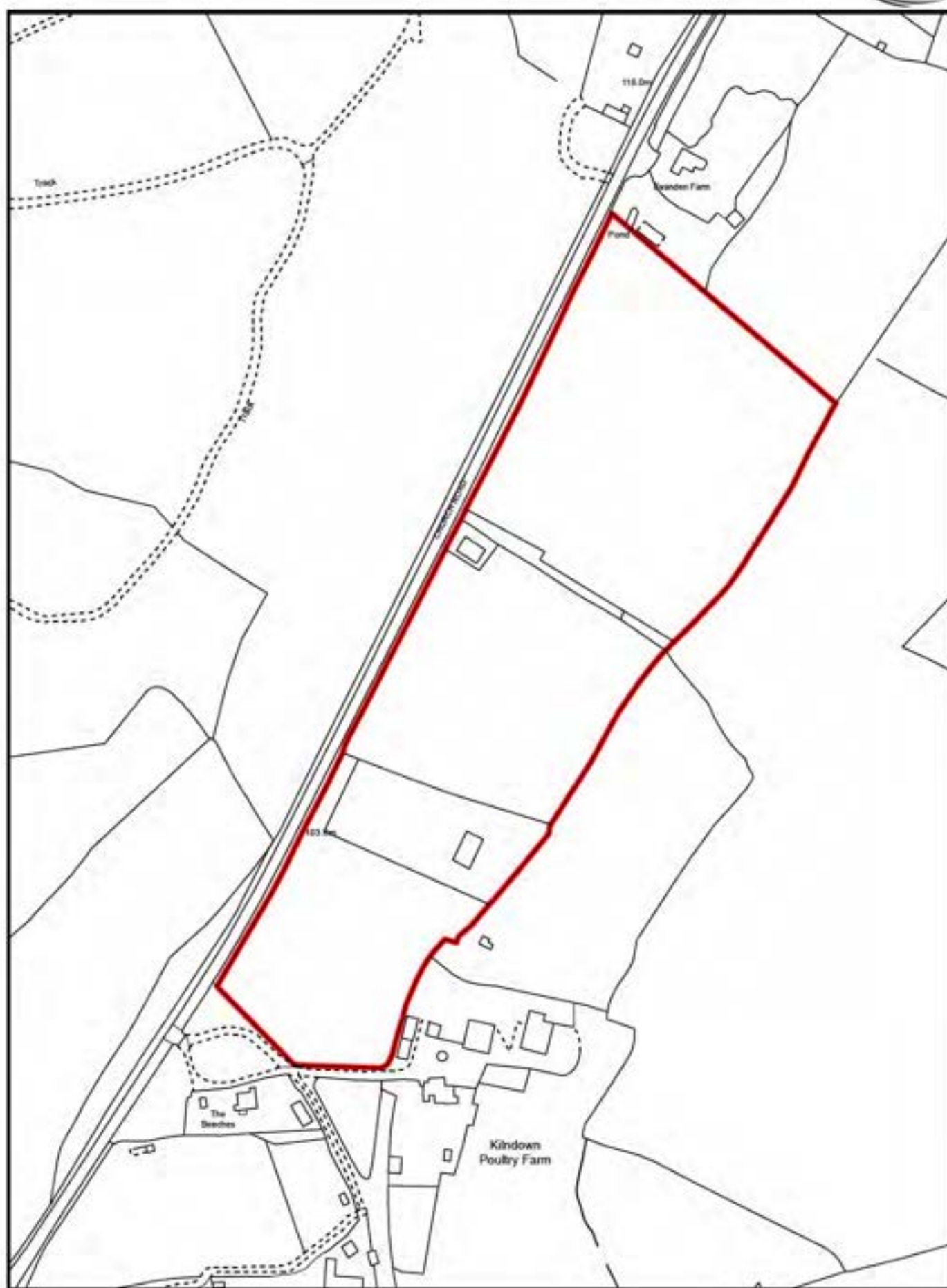
- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

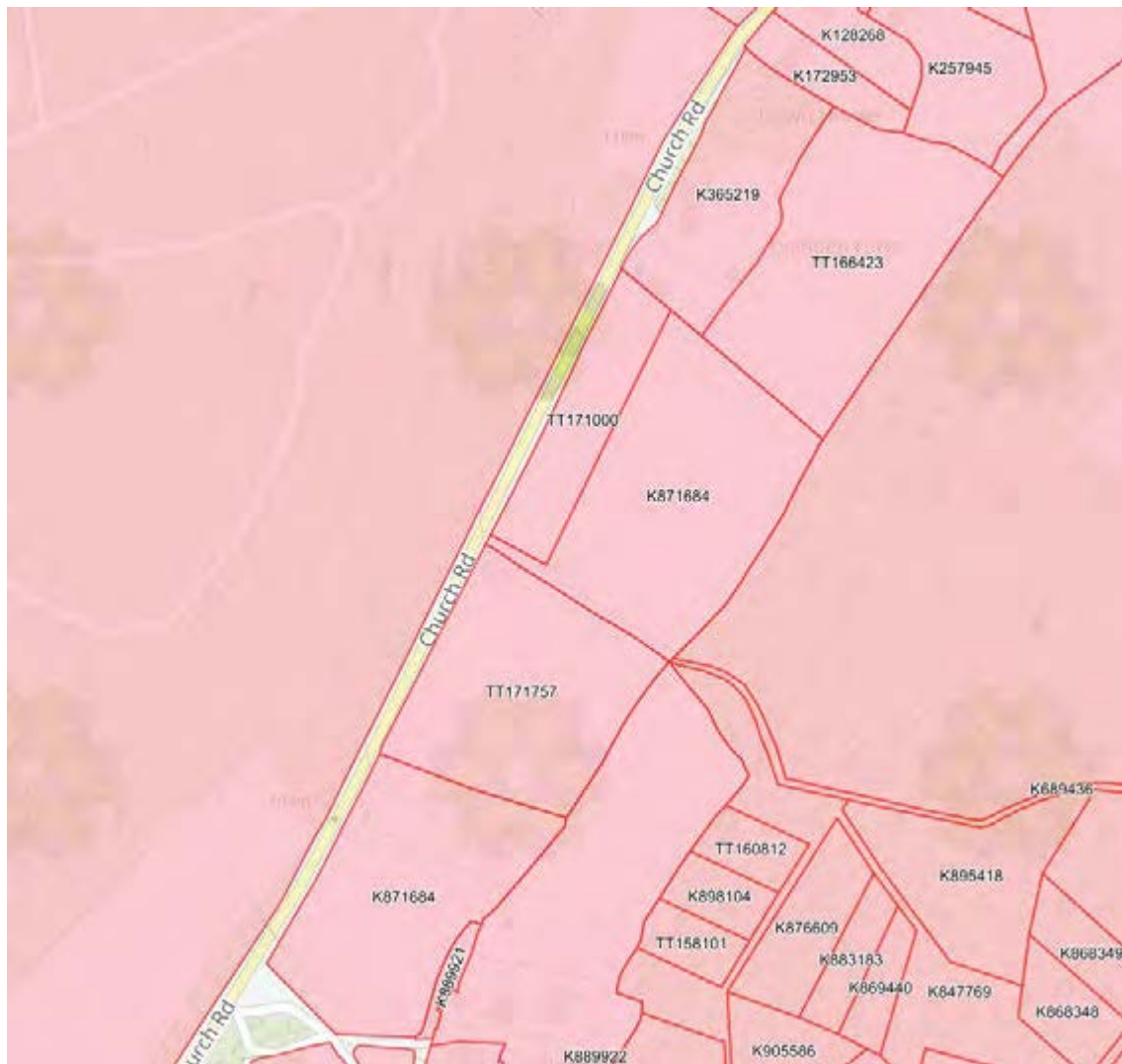
**DEFENDANTS**

---

**EXHIBIT AC/1**

---





Title	Last date of change	New Owner	Address
K871684	02/02/2024	Michael Larter	73 Derwent Road, Tonbridge TN10 3HX
TT171000	08/08/2024	Curtis Love	The Meadows, Breach Lane, Upchurch, Sittingbourne ME9 7PE
TT171757	03/09/2024	Keith Jeeves	22 Hibbs Close, Swanley BR8 7FA

Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

**DEFENDANTS**

---

**EXHIBIT AC/2**

---

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 6 SEP 2024 AT 11:16:28. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: K871684

There is/are applications(s) pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

KENT : TUNBRIDGE WELLS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND ON THE SOUTH EAST SIDE OF Church Road, Kilndown, Cranbrook.
- 2 The land tinted yellow on the title plan has the benefit of but the land tinted yellow and tinted pink on the title plan is subject to the rights granted by a Deed dated 8 October 1971 made between (1) Donald Royle Jackson Bancroft and Elizabeth Anne Rosetta Bancroft (2) William James Denby Roberts and (3) Donald Royle Jackson Bancroft.

*NOTE: Original filed under K366235.*

- 3 (02.09.1996) The land has the benefit of the following rights granted by a Transfer dated 3 July 1996 made between (1) Richard Lee Bancroft (2) Richard Lee Bancroft and Elizabeth Anne Rosetta Bancroft and (3) BAT Trustees (Jersey) Limited and Contra Nominees Limited :-

"TOGETHER WITH the following rights for the Purchaser and his successors in title to the Property:

3.1 a right of way at all times over and along the track coloured brown between the points marked 'V' and 'W' on the plan for the purpose of access to and egress from the woodland comprised within the Property SUBJECT TO payment by the Purchaser and his successors in title to the Second Vendor and its successors in title of the entire costs of repairing and maintaining the track to a reasonable standard."

NOTE: The track coloured brown between points V and W referred to is tinted brown on the filed plan.

- 4 (02.07.2004) The land has the benefit of the rights granted by a Transfer of the land in this title dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Stewart Arnold and Heather Burns.

*NOTE: Copy filed.*

- 5 (03.04.2024) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 (08.08.2024) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered TT171000 in green on the title plan dated 8 August 2024 made between (1) Michael Larter and (2) Curtis Love but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under TT171000.*

- 7 (03.09.2024) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered TT171757 in green on the title plan dated 23 August 2023 made between (1) Michael Larter and (2)

## A: Property Register continued

Keith Jeeves but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under TT171757.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (02.02.2024) PROPRIETOR: MICHAEL LARTER of 73 Derwent Road, Tonbridge TN10 3HX.
- 2 (02.02.2024) The Transfer dated 3 July 1996 referred to in the Proprietorship Register contains purchaser's/vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.  
  
The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.
- 3 (02.02.2024) The price stated to have been paid on 26 January 2024 was £225,000.

### Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 3 July 1996 referred to in the Proprietorship Register:-

"5. The Purchaser covenants with the First Vendor and the Second Vendor and their successors in title as follows:

5.1 within one month of the date hereof the Purchaser shall erect and at all times thereafter keep in good and substantial repair stock proof fences along the boundaries between the points marked L-K and A-B on the Plan and shall at all times hereafter keep in good and substantial repair the fences or boundary features including hedges along the boundaries indicated on the Plan with internal "T" marks and shall also maintain all ditches and bridges on the Property in good order

5.2 for the benefit of the First Vendor and the Second Vendor and their successors in title to the Retained Land and as a separate covenant with the owner for the time being of the land known as Chicks Farm for the benefit of the land comprised in Title Numbers K471423, K750082 and K85592 not to use the Property or any part of it for any purpose which may be or become a nuisance or an annoyance to the First Vendor or the Second Vendor or their successors in title of the Retained Land and to the said Title Numbers K471423, K750082 and K85592.

So as to give to the First Vendor and the Second Vendor and each of them a full and sufficient indemnity but not for any other purpose the Purchaser covenants with them both that he will at all times from the date of this transfer comply with the covenants contained in the registered entries of each of the titles to the Property so far as they relate to the Property and are enforceable and will indemnify the First Vendor and the Second Vendor and each of them and their respective estates and effects against all actions claims expenses and liabilities in respect thereof arising out of any failure to do so."

NOTE: The points marked L-K and A-B referred to above do not affect the land in this title and the boundaries indicated with an internal 'T' are reproduced on the title plan.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance dated 29 July 1971 made between (1) Elizabeth Maud Hussey and others (Vendors) and (2) Donald Royle Jackson Bancroft:-

"Reserving unto the Vendors and all others entitled thereto the owner for the time being of the Vendors' adjoining land

FIRST free passage and running of water through the water main the approximate position of which is shown on the plan and all ancillary rights with regard to the inspection repair maintenance and replacement thereof

AND SECONDLY the free passage and running of water and soil through the drain the approximate position of which is shown by a green line on the plan to the ditch at the southern end thereof and all necessary ancillary rights with regard to the inspection repair maintenance and replacement thereof."

NOTE: The approximate position of the water main referred to is shown by a yellow broken line of the filed plan. The position of the drain shown by a green line referred to is shown by a brown broken line on the filed plan.

- 2 (14.05.2004) The land tinted pink on the title plan is subject to the rights reserved by a Transfer of adjoining land dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Mandy Diane Galloway and Jonathan Boulton.

*NOTE: Copy filed under K869663.*

End of register



THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 14 MAY 2025 AT 14:02:59. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: TT171000

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

KENT : TUNBRIDGE WELLS

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south-west side of Evanden Farm, Kilndown, Cranbrook (TN17 2RT).
- 2 (02.07.2004) The land has the benefit of the rights granted by a Transfer of the land in this title and other land dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Stewart Arnold and Heather Burns.

*NOTE: Copy filed under K871684.*

- 3 (08.08.2024) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 8 August 2024 made between (1) Michael Larter and (2) Curtis Love but is subject to any rights that are reserved by the said deed and affect the registered land.

*NOTE: Copy filed.*

- 4 (08.08.2024) The Transfer dated 8 August 2024 referred to above contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (08.08.2024) PROPRIETOR: CURTIS LOVE of The Meadows, Breach Lane, Upchurch, Sittingbourne ME9 7PE.
- 2 (08.08.2024) The price stated to have been paid on 8 August 2024 was £60,000.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 29 July 1971 made between (1) Elizabeth Maud Hussey and others (Vendors) and (2) Donald Royle Jackson Bancroft:-

"Reserving unto the Vendors and all others entitled thereto the owner

## C: Charges Register continued

for the time being of the Vendors' adjoining land

FIRST free passage and running of water through the water main the approximate position of which is shown on the plan and all ancillary rights with regard to the inspection repair maintenance and replacement thereof

AND SECONDLY the free passage and running of water and soil through the drain the approximate position of which is shown by a green line on the plan to the ditch at the southern end thereof and all necessary ancillary rights with regard to the inspection repair maintenance and replacement thereof."

NOTE: The approximate position of the water main referred to is shown by a blue broken line on the title plan. The position of the drain shown by a green line referred to does not affect the land in this title.

- 2 The land is subject to any rights that are granted by a Deed dated 8 October 1971 made between (1) Donald Royle Jackson Bancroft and Elizabeth Anne Rosetta Bancroft (2) William James Denby Roberts and (3) Donald Royle Jackson Bancroft.

*NOTE:-Copy filed under K366235.*

- 3 (14.05.2004) The land is subject to the rights reserved by a Transfer of land lying to the east of the land in this title dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Mandy Diane Galloway and Jonathan Boulton.

*NOTE: Copy filed under K869663.*

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 13 MAY 2025 AT 17:45:50. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: TT171757

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

KENT : TUNBRIDGE WELLS

1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the south-west of Evanden Farm, Kilndown, Cranbrook (TN17 2RT).

2 (02.07.2004) The land has the benefit of the rights granted by a Transfer of the land in this title and other land dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Stewart Arnold and Heather Burns.

*NOTE: Copy filed under K871684.*

3 (08.08.2024) The land has the benefit of any legal easements reserved by a Transfer of the land lying to the north of the land in this title dated 8 August 2024 made between (1) Michael Larter and (2) Curtis Love but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under TT171000.*

4 (11.11.2024) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 23 August 2024 made between (1) Michael Larter and (2) Keith Jeeves but is subject to any rights that are reserved by the said deed and affect the registered land.

*NOTE: Copy filed.*

5 (11.11.2024) The Transfer dated 23 August 2024 referred to above contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (03.09.2024) PROPRIETOR: KEITH JEEVES of 22 Hibbs Close, Swanley BR8 7FA.

2 (03.09.2024) The price stated to have been paid on 23 August 2024 was £138,000.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1       The land subject to the following rights reserved by a Conveyance of the land in this title and other land dated 29 July 1971 made between (1) Elizabeth Maud Hussey and others (Vendors) and (2) Donald Royle Jackson Bancroft:-  
  
      "Reserving unto the Vendors and all others entitled thereto the owner for the time being of the Vendors' adjoining land  
  
      FIRST free passage and running of water through the water main the approximate position of which is shown on the plan and all ancillary rights with regard to the inspection repair maintenance and replacement thereof  
  
      AND SECONDLY the free passage and running of water and soil through the drain the approximate position of which is shown by a green line on the plan to the ditch at the southern end thereof and all necessary ancillary rights with regard to the inspection repair maintenance and replacement thereof."  
  
      NOTE: The approximate position of the water main referred to is shown by a blue broken line on the title plan. The position of the drain shown by a green line referred to does not affect the land in this title.
- 2       The land is subject to any rights that are granted by a Deed dated 8 October 1971 made between (1) Donald Royle Jackson Bancroft and Elizabeth Anne Rosetta Bancroft (2) William James Denby Roberts and (3) Donald Royle Jackson Bancroft.  
  
      NOTE:-Copy filed under K366235.
- 3       (14.05.2004) The land is subject to the rights reserved by a Transfer of land on the north east side of the land in this title dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Mandy Diane Galloway and Jonathan Boulton.  
  
      NOTE: Copy filed under K869663.

End of register

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 14 MAY 2025 AT 14:02:59. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: TT171000

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

KENT : TUNBRIDGE WELLS

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south-west side of Evanden Farm, Kilndown, Cranbrook (TN17 2RT).
- 2 (02.07.2004) The land has the benefit of the rights granted by a Transfer of the land in this title and other land dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Stewart Arnold and Heather Burns.

*NOTE: Copy filed under K871684.*

- 3 (08.08.2024) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 8 August 2024 made between (1) Michael Larter and (2) Curtis Love but is subject to any rights that are reserved by the said deed and affect the registered land.

*NOTE: Copy filed.*

- 4 (08.08.2024) The Transfer dated 8 August 2024 referred to above contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (08.08.2024) PROPRIETOR: CURTIS LOVE of The Meadows, Breach Lane, Upchurch, Sittingbourne ME9 7PE.
- 2 (08.08.2024) The price stated to have been paid on 8 August 2024 was £60,000.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 29 July 1971 made between (1) Elizabeth Maud Hussey and others (Vendors) and (2) Donald Royle Jackson Bancroft:-

"Reserving unto the Vendors and all others entitled thereto the owner

## C: Charges Register continued

for the time being of the Vendors' adjoining land

FIRST free passage and running of water through the water main the approximate position of which is shown on the plan and all ancillary rights with regard to the inspection repair maintenance and replacement thereof

AND SECONDLY the free passage and running of water and soil through the drain the approximate position of which is shown by a green line on the plan to the ditch at the southern end thereof and all necessary ancillary rights with regard to the inspection repair maintenance and replacement thereof."

NOTE: The approximate position of the water main referred to is shown by a blue broken line on the title plan. The position of the drain shown by a green line referred to does not affect the land in this title.

- 2 The land is subject to any rights that are granted by a Deed dated 8 October 1971 made between (1) Donald Royle Jackson Bancroft and Elizabeth Anne Rosetta Bancroft (2) William James Denby Roberts and (3) Donald Royle Jackson Bancroft.

*NOTE:-Copy filed under K366235.*

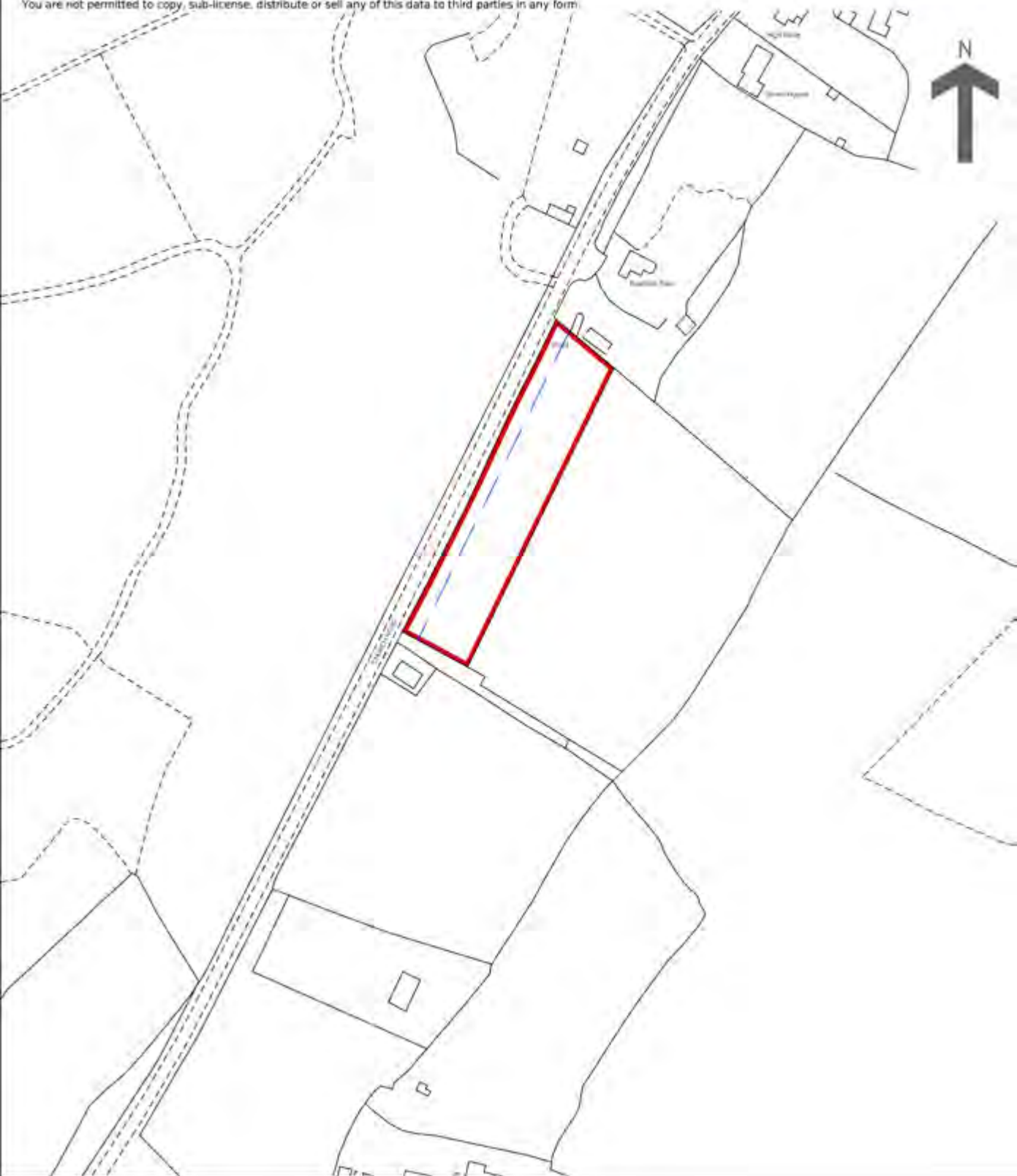
- 3 (14.05.2004) The land is subject to the rights reserved by a Transfer of land lying to the east of the land in this title dated 4 May 2004 made between (1) Christopher Graham Ballenden, Morar Ballenden and Peter Stephen Vaines and (2) Mandy Diane Galloway and Jonathan Boulton.

*NOTE: Copy filed under K869663.*

End of register



© Crown copyright and database rights 2024 Ordnance Survey AC0000851063.  
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 14 May 2025 at 14:05:41. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



© Crown copyright and database rights 2024 Ordnance Survey AC0000851063.  
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 13 May 2025 at 17:40:19. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

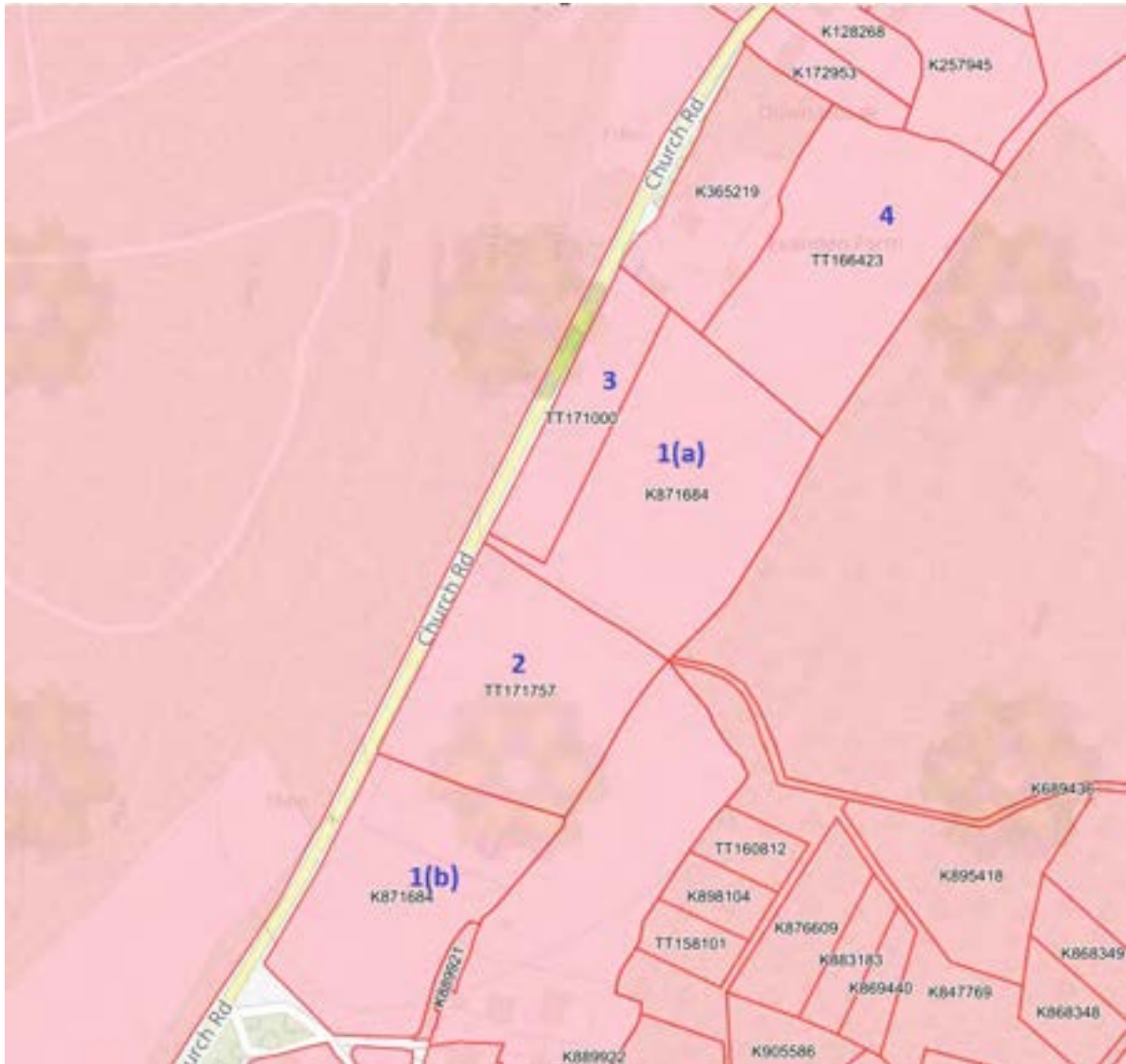
- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

**DEFENDANTS**

---

**EXHIBIT AC/3**

---



24/00247/AGRIC Site plan and location shows the following titles under the same ownership of Mr Micheal Latter.

Title	Last date of change	New Owner	Address	Unauthorised works
K871684 Plots 1(a) &1(b)	02/02/2024	Michael Larter	73 Derwent Road, Tonbridge TN10 3HX	In 1(a) Change of use of land to mixed residential and agricultural. The stationing and occupation of a static caravan, installation of a foul water treatment unit, stationing of a generator, residential style fencing construction of hardcore hardstanding and provision of a vehicle parking area  Plot 1a has been further sub-divided into 3 plots, one of which is occupied by Mr Lee.
TT171000 Plot (3)	08/08/2024	Curtis Love	The Meadows, Breach Lane, Upchurch, Sittingbourne ME9 7PE	
TT171757 Plot (2)	03/09/2024	Keith Jeeves	22 Hibbs Close, Swanley BR8 7FA	Creation of an access and removal of hedgerow and laying of some hardcore
TT166423 Plot (4)	03/04/2024	EDWARD MAENAN READ CUTTING and HARRIETT ALTHEA READ CUTTING	Down House, Kilndown, Cranbrook TN17 2RT	

Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

**DEFENDANTS**

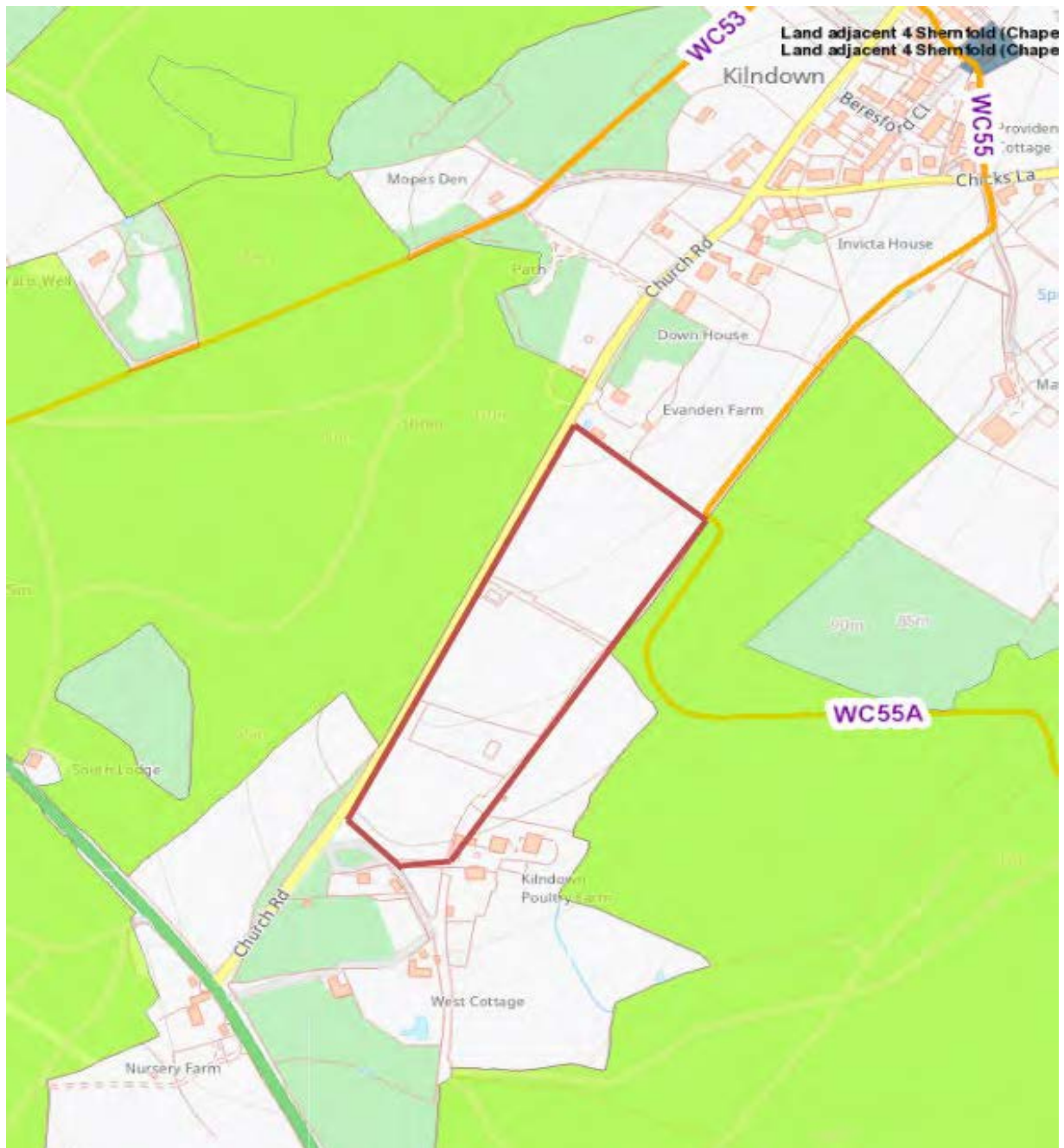
---

**EXHIBIT AC/4**

---

Exhibit AC/4

Ancient woodland Highlighted in green



Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

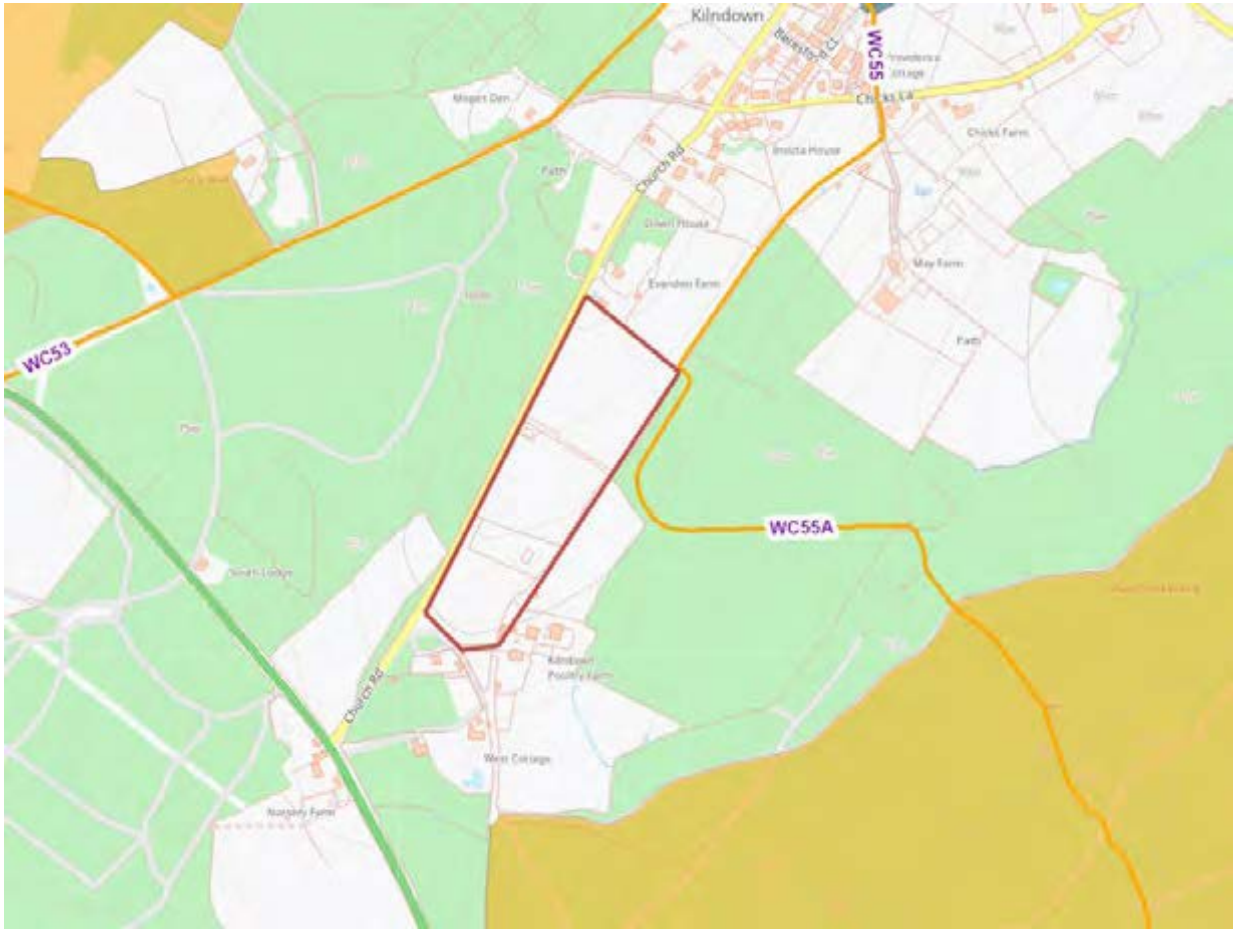
**DEFENDANTS**

---

**EXHIBIT AC/5**

---

SSSI designated land highlighted in orange



Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

**DEFENDANTS**

---

**EXHIBIT AC/6**

---



## Policy summaries

### National Planning Policy Framework

Paragraph 74 of the NPPF (2023) as well as the Planning Policy for Traveller Sites (PPTS, 2015), Local Planning Authorities should identify and update annually a supply of specific deliverable sites for travellers sufficient to provide a minimum of five years' worth of pitches as assessed against the identified need. The Council identifies that it has a pitch supply of 5.8 years as at 1 April 2023 (which equates to a surplus of 1.8 pitches). The Council therefore does have a five-year Gypsy and Traveller Pitch Supply.

Paragraph 193. When determining planning applications, local planning authorities should apply the following principles, development resulting in the loss or deterioration of irreplaceable habitats (such as ancient woodland and ancient or veteran trees) should be refused, unless there are wholly exceptional reasons<sup>70</sup> and a suitable compensation strategy exists.

Paragraph 189. Great weight should be given to conserving and enhancing landscape and scenic beauty in National Parks, the Broads and National Landscapes which have the highest status of protection in relation to these issues. The conservation and enhancement of wildlife and cultural heritage are also important considerations in these areas, and should be given great weight in National Parks and the Broads<sup>66</sup>. The scale and extent of development within all these designated areas should be limited, while development within their setting should be sensitively located and designed to avoid or minimise adverse impacts on the designated areas.

The NPPF and PPTS are material planning considerations, as is that TWBC can currently demonstrate a five-year Gypsy and Traveller pitch supply

Paragraph 25 of the PPTS which sets out the following: *“Local planning authorities should very strictly limit new traveller site development in open countryside that is away from existing settlements or outside areas allocated in the development plan. Local planning authorities should ensure that sites in rural areas respect the scale of, and do not dominate, the nearest settled community, and avoid placing an undue pressure on the local infrastructure.”*

Paragraph 26 of the PPTS also states that Local Planning Authorities should attach weight to whether sites are well planned or soft landscaped in such a way as to positively enhance the environment and increase its openness. The PPTS also states that sites should not be enclosed with so much hardstanding, high walls or fences, that

the impression may be given that the site and its occupants are deliberately isolated from the rest of the community.

#### **Tunbridge Wells Borough Local Plan 2006:**

Policy LBD1 'Development outside the Limits to Built Development (partially superseded by Site Allocations Local Plan)' of the Local Plan 2006 seeks to restrict new development in the countryside. Development outside the LBD will only be permitted where it would be in accordance with all relevant policies in the Local Plan.

Policy EN1 'Development Control Criteria' seeks that All proposals for development within the Plan area will be required to satisfy inter alia that no significant adverse effect on any features of nature conservation importance which could not be prevented by conditions or agreements.

Policy EN8 'Outdoor Lighting' seeks to restrict the amount of external lighting in order to minimise glare, light spillage in relation to local character, the visibility of the night sky, the residential amenities of adjoining occupiers, and public safety.

Policy EN16 'Protection of groundwater and other watercourses' requires that development proposals would have no unacceptable effect on the quality or potential yield of groundwater, and that in appropriate locations, development proposals will be required to incorporate sustainable drainage systems for the disposal of surface waters.

EN25 'Development control criteria for all development proposals affecting the rural landscape' sets out the criteria that development outside the LBD is required to satisfy, including that the proposal has a minimal impact on the landscape character of the area, has no detrimental impact on the landscape setting of settlements, would not result in an unsympathetic change to the character of a rural lane, and that it should be well screened by existing vegetation.

Policy H4 'Gypsy Sites' is now considered to be 'in-date', but in any case the Policy broadly aligns with overarching themes and objectives within the NPPF as well as the PPTS.

Policy TP4 'Access to the road network' requires development to have a safely located access with adequate visibility, and Outside the Limits to Built Development, as defined on the Proposals Map, the development would not involve the provision of an additional access or the intensification of use of an existing access directly onto a Primary or Secondary route;

#### **Tunbridge Wells Borough Core Strategy 2010:**

Core Policy 1 'Delivery of Development' of the 2010 Core Strategy sets the development framework for the Plan including a priority being given to land within the LBD.

Core Policy 6 'Housing Provision' also states that, in consideration proposals for Gypsy and Traveller accommodation, the Council will have regard to the provisions of Core Policy 1 (Delivery of Development), the potential to extend existing sites or re-use previously occupied sites, the suitability of sites with temporary permissions, as well as that development should not prejudice the development strategy for the borough.

Core Policy 4 'Environment' seeks to conserve the built and natural environments are rich in heritage assets, landscape value and biodiversity, which combine to create a unique and

distinctive local character much prized by residents and visitors alike, by conserving and enhancing the High Weald AONB.

Core Policy 5 ‘Sustainable Drainage and Construction’ sets out that the Borough Council will apply and encourage sustainable design and construction principles and best practice in order to combat avoidable causes of climate change and adapt to and/or mitigate already-unavoidable impacts of climate change, with new development expected to inter alia Make efficient use of water resources and protect water quality.

Core Policy 14 ‘Development in the Villages and Rural Areas’ states inter alia, that new development will generally be restricted to sites within the Limits to Built Development (LBD) of the villages in accordance with Core Policy 1, that the countryside will be protected for its own sake and a policy of restraint will operate in order to maintain the landscape character and quality of the countryside.

### **Tunbridge Wells Borough Submission Local Plan 2021:**

Policy STR1 ‘The Development Strategy’ promotes inter alia, the effective use of urban and previously developed (brownfield) land, having due regard to relevant Plan policies, Looks to focus new development within the Limits to Built Development of settlements.

Policy STR2 ‘Place Shaping and Design’ requires that development respond positively to local character and context to preserve and enhance the quality of existing communities and their environs.

Policy STR7 ‘Climate Change’ All development within the borough will recognise the Climate Emergency and be supportive of the Council’s ultimate target to achieve net zero emissions across the borough by 2030. This will be achieved by inter alia, reducing the need to travel, especially by private car; and securing the maximum possible journeys made by active and sustainable transport for both people and freight.

Policy STR8 ‘Conserving and Enhancing the Natural, Built, and Historic Environment’ Development is expected to make a positive contribution to the natural, built, and historic environment of the borough. This includes landscape assets, biodiversity, geodiversity, priority habitats and species, statutory and locally designated sites and areas, and archaeological assets.

Policy PSTR/GO 1 The Strategy for Goudhurst parish, Set Limits to Built Development for Goudhurst village, as defined on the Policies Map (Inset Map 25) as a framework for new development over the plan period.

Policy EN9 Biodiversity Net Gain, that of the development will result in a measurable long-term net gain for biodiversity in both area and linear habitats.

Policy EN 10 Protection of designated sites and Habitats The positive management of designated sites and habitats is encouraged and promoted, as is their conservation and enhancement in accordance with their hierarchical status. Development proposals that would have a direct or indirect adverse effect on the nature conservation or geological interest of a designated site of national, regional, or local importance will not normally be permitted.

Policy EN 18 Rural Landscape. Development will be required to: Conserve and enhance the unique and diverse variety and juxtaposition of the borough’s landscape and the special features that contribute positively to the local sense of place; Include appropriate mitigation to ensure against significant harm to the landscape setting of settlements, including historic

farmsteads and hamlets; Not result in unsympathetic change to the character of a rural lane, which is of landscape, amenity, nature conservation, or historic or archaeological importance;

Policy EN 19 The High Weald Area of Outstanding Natural Beauty All development within, or affecting the setting of, the High Weald Area of Outstanding Natural Beauty (AONB) shall seek to conserve and enhance its landscape and scenic beauty, having particular regard to the impacts on its character components, as set out in the High Weald AONB Management Plan. Development in the AONB should be limited in scale and extent, appropriate in terms of its nature and location, and should demonstrate a positive contribution to the objectives of the AONB Management Plan.

Policy H 9 Gypsies and Travellers To meet the accommodation needs for Gypsies and Travellers over the plan period, proposals for additional pitches, as set out in the plan.

**Goudhurst Neighbourhood Development Plan:**

Policy L1 - Development within the AONB Development proposals in the High Weald AONB should, where appropriate, make a positive contribution towards the conservations and enhancement of the natural beauty of the designated landscape.

Policy L3 Retain the Profile of our Hilltop Villages Development should preserve and enhance the profiles of the three hilltop settlements (Goudhurst, Kilndown and Curtisden Green), as seen from the surrounding countryside.

Policy L4 Conserve Landscape and Heritage Assets Development proposals should preserve and enhance the historic landscape of the Parish, and its heritage assets and their settings in a manner appropriate to their significance.

Policy L6 Biodiversity All development should contribute to a net gain in biodiversity. Development that would result in a loss of biodiversity will only be supported where proposals: 1. mitigate that loss; or, where that is not possible, 2. compensate for that loss.

Policy L8 Protection of the Rural Landscape at Night ('Nightscape') All proposals for external lighting should demonstrate an essential purpose to the occupier of beneficial impact to the community and have regard to current policies and guidelines of the High Weald AONB and TWBC.

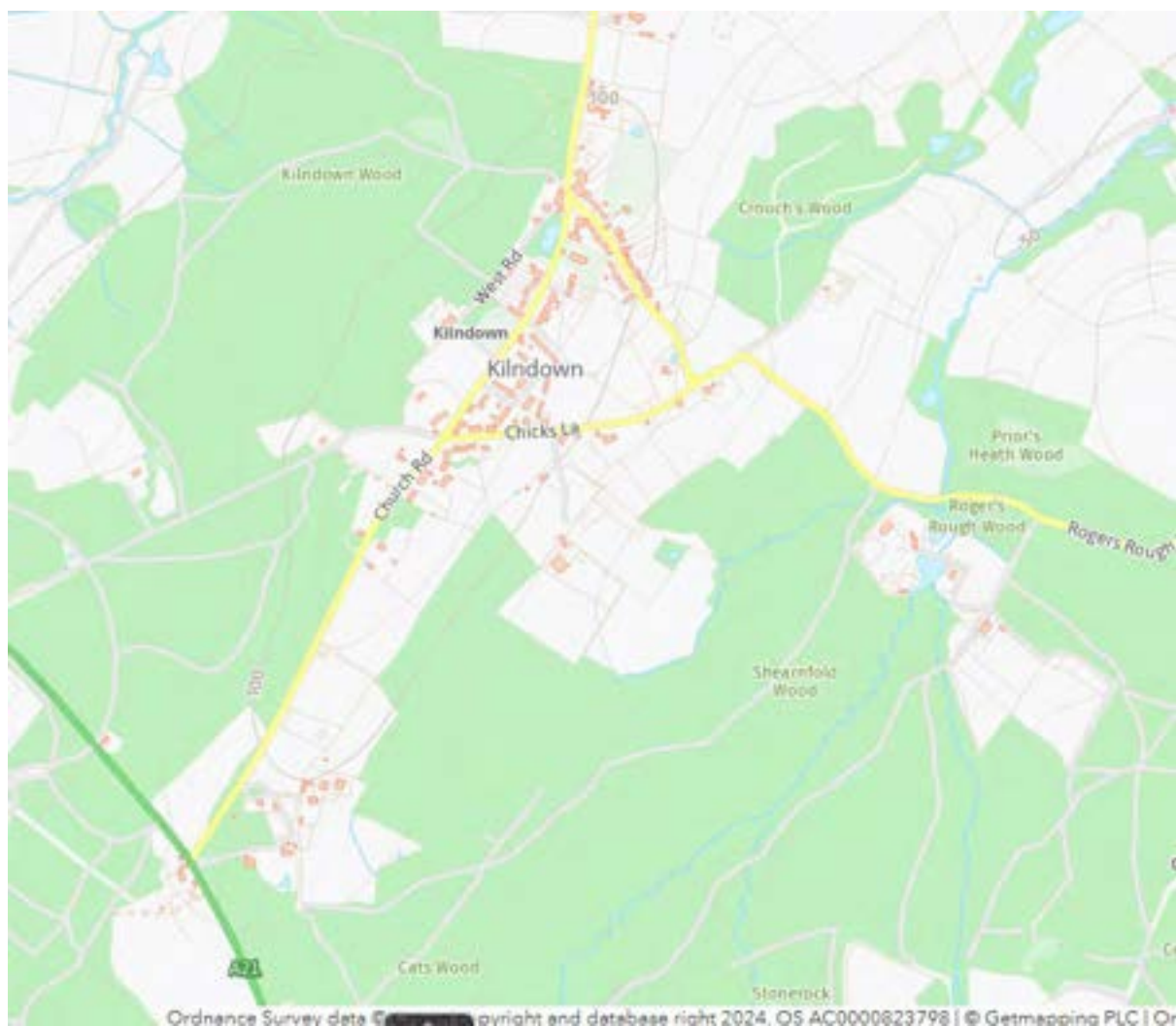
[Google Aerial Image](#) -





Site Context Image from Tunbridge Wells Borough Council GIS system (2019)





Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) MR MICHAEL LARTER**
- (2) MR CURTIS LOVE**
- (3) MR KEITH JEEVES**
- (4) MR BILL LEE**
- (5) PERSONS UNKNOWN**

**DEFENDANTS**

---

**EXHIBIT AC/7**

---







May 12, 2025 12:12























May 12, 2025 12:08







May 12 2025 4:22 PM

Statement on behalf of the  
Claimant  
Witness: Andrew Culley  
2<sup>nd</sup> Statement  
Dated: 22.05.2025  
Exhibits: AC/8 – AC/32

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**B E T W E E N : -**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**And**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**SECOND WITNESS STATEMENT OF ANDREW CULLEY**

---

I, Andrew Culley, Planning Compliance Officer for Tunbridge Wells Borough Council of Town Hall,  
Royal Tunbridge Wells, Kent TN1 1RS.

*WILL SAY as follows:-*

1. I make this statement in support of the Claimant's Claim for an injunction against the Defendants, pursuant to section 187B of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act"). I am duly authorised by the Claimant to make this witness statement and I make it from my own information, knowledge and belief save where otherwise stated.
2. On Saturday 17 May 2025 at approximately 11:50am, I attended the land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent ("the Land") with

JO SMITH, Senior Lawyer (Planning) for Mid Kent Legal Services and HEATHER STEVENS, Team Leader (Contentious). On entering the land, we saw 4 males, 3 who were down by the gate at the eastern point at the gate which enters the ancient woodland, looking at the Temporary Stop Notices that had been put on the gate. We shouted down to the males asking if it was Bill Lee.

3. The male on the right of the group identified himself as BILL LEE. HEATHER STEVENS served him with a copy of the unsealed interim Injunction Order, and accompanying documents. She informed him of the terms of the Penal Notice contained within the Injunction, that if it was breached he could be fined or sent to prison.
4. BILL LEE asked how long the Injunction Order was for. HEATHER STEVENS explained there was a return date of 23 May 2025 on the Friday and that he should attend Court. To which I pointed this section out to Bill Lee on the letter and also showing the time which was 10:30.
5. BILL LEE asked what he could continue to do on the land, and was told no more development, buildings, hardstanding or additional caravans, static or touring.
6. BILL LEE said “ They know I’m putting more on, I have put for my licence for two”.
7. JO SMITH asked Bill Lee if that was another static mobile home like what he already had and BILL LEE said “Yes, I can’t stop it as I have paid for it and its coming next Saturday.” We confirmed not today but next weekend, which BILL LEE confirmed next weekend.
8. HEATHER STEVENS told BILL LEE that bringing an additional caravan onto the land would put him in breach of the Injunction Order, and that he should seek independent legal advice and reminded him that an additional caravan would be a breach of the Injunction Order as the council know there is only one caravan on site. BILL LEE again said “but it’s paid for and is coming I can’t stop it.”
9. BILL LEE asked for confirmation that the hearing would be on Friday, I pointed out the date and time in the letter he had been given and HEATHER STEVENS explained it would be at the High Court in London and that it was in his interests to attend.
10. JO SMITH then served an enforcement notice on BILL LEE.
11. One of the males identified himself as KEITH JEEVES. HEATHER STEVENS served him with a copy of the injunction Order and explained his land was not in the order but had been included in the application.
12. JO SMITH then served an enforcement notice on KEITH JEEVES.

13. We then served additional copies of the unsealed Injunction Order at the following places:
- i. On a gate east of BILL LEE's plot where we also put copies of the Enforcement notice which was also issued to BILL LEE, I **Exhibit AC/8** close up of Injunction pack and **Exhibit AC/9** photo at distance also showing the Enforcement letters.
  - ii. On a gate from the road to the most northern entrance to the land which I **Exhibit AC/10** a close up photo and **Exhibit AC/11** a photo from distance.
  - iii. On a post on the south west corner of Curtis Love's land I **Exhibit AC/12** a close up photo of the Injunction and **Exhibit AC/13** a distance photo.
  - iv. On the gate to the southern piece of land of Title K871684 I **Exhibit AC/14** as a close up and **Exhibit AC/15** at distance.
14. While on the Land I could see that BILL LEE had continued with further development on the Land since my previous visit on 12 May 2025 by completing the fence (which he had advised he would) and laying a further 3 areas laid with hardcore. One area laid outside his gated area I took a photo which I **Exhibit as AC/16**. Second large area approximately 24 foot by 36 foot inside his close board fenced area and a third by the gate post I took a photo which I **Exhibit as AC/17**. This hardcore was all laid after my colleague and I told Mr Lee not to undertake any further works.
15. On Monday 19 May at approximately 14:36 I phoned TONY SEARLES planning agent for BILL LEE, I advised him that on Saturday BILL LEE had been served with an Injunction and planning Enforcement notice, he said that BILL LEE had already contacted him to let him know and he was visiting him tomorrow to collect the paperwork.
16. On Monday 19 May planning technical messaged me to advise that a MICHAEL LARTER had called and wanted an urgent call from me as he had stated to them an Injunction had been served on him but he is not the Land owner.
17. I called MICHAEL LARTER on his mobile at approximately 15:37, he said he had received the Injunction in his name but this was not correct as he has sold the land and asked where we get our information from. I advised that it was from the HM land registry and that it showed him still as the landowner but that applications were pending. He asked if I used the online check which I advised him I do, he said he would talk me through how to bring it up to show the details of the pending applications. He asked me to hold the line while he got his laptop so could talk it through step by step.
18. Having been talked through the steps by MICHAEL LARTER it showed a list of 4 applications which I **Exhibit as AC/18**. I said that it shows 4 applications all ending in different names but the last one ends in Larter. His reply was that must have just been the reference which the

solicitor used. I explained that this exercise did not demonstrate that Mr Larter did not own any of the Land as these names are purely part of a reference given by the person making the application. I also advised that we served on 'Persons Unknown' for the reason we knew there were applications pending.

19. MICHAEL LARTER said we should not be serving on him as he only retained the track from the road down to the gate into the woods and that the tipping of hardcore on the track where the Temporary Stop Notice has been issued was not done by him and they did not have his permission and he has told them to remove it. I said this track through the field is within the red line on the map and part of Title K871684 so the Injunction is correctly served on him as a landowner.
20. I asked if he could tell me who he sold the land to, MICHAEL LARTER advised he used an agent and is in dispute with them so unable to get the new owners' details, he also advised that he had emailed his solicitor who normally is quick at getting back to him, so thinks "he must be away or something".
21. I am now aware that the Claimant's solicitors have been sent TP1s demonstrating that transfers of land have taken place and this is dealt with by HEATHER STEVENS.
22. MICHAEL LARTER said "I no longer live at 73 Derwent Drive". I asked him to confirm what address and he said "May's Wood you know that it was in LEANNE's [TARLING] witness statement so send all mail there".
23. MICHAEL LARTER advised he would look at getting legal advice and attend court on Friday.
24. On Monday 19 May 2025 at approximately 17:37, I attended the land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent ("the Land") with my colleague LEANNE TARLING (Planning Investigations Officer). On entering the land we saw a group of males inside the fenced area of BILL LEE's plot, BILL LEE greeted us.
25. I served BILL LEE with a covering letter along with the sealed Injunction and again advised that he should seek independent legal advice. he asked what the difference was between this and what we gave him Saturday, I told him and pointed to the seal on the copy I handed him. He said he had spoken to TONY SEARLES (his planning agent).
26. I asked the other 2 males who they were and if they had anything to do with the land. One male said he was WESY LEE and that he owned the next 2 plots of the field to the EAST of BILL LEE's plot (both part of title K871684). I then served WESY LEE with a covering letter addressed to Persons Unknown and a sealed Injunction as I had a 'Persons Unknown' copy.

I advised him that he should seek independent legal advice and that there was a hearing on Friday 23 May at 10:30 at the High Court.

27. WESY LEE then said "My land is now worthless, you can't put anything on it." The other male who said he was WESY LEE's father but declined to provide a first name said "it is unfair that you have just put an Injunction on my son's land".
28. WESY LEE stated that he wasn't going to build anything on it. Again we advised him that he should seek legal advice. I asked if he had received the pack which was served on the Land he said "no they have all been ripped down and taken". I advised that a digital copy was on the Tunbridge Wells Borough Council planning enforcement page. WESY LEE stated again "my land's now worthless."
29. KEITH JEEVES came over from his plot and I served him with a covering letter along with the sealed Injunction and advised that again it was for reference, he then talked about could he attend court to say he feels safer having BILL LEE on the land next to his horses.
30. On BILL LEE'S plot there was a shed in front of the static caravan which I **Exhibit as AC/19**. I did not notice this on my visit on Saturday 17 May 2025 but also do not recall looking in front of the static caravan. It is definitely an addition since he told me on Monday 12 May 2025 he would not continue with any development. I also took 2 photos showing the new hardcore since my visit of May 12 2025 which I **Exhibit AC/20 and AC/21**.
31. I took a photo outside WESY LEE's plot where a pile of further slot in closed board fencing was sitting which I **Exhibit as AC/22**.
32. WESY LEE left the site via a small sign written van that can be seen on the left of **Exhibit AC/19** which was parked in the middle of BILL LEE's fenced off plot. The location of his parked van surprised me as I thought WESY LEE's vehicle may have been one of the 2 vehicles which can be seen parked in **Exhibit AC/22**. BILL LEE had previously told me that he did not know the other landowners. If that was the case, I would have expected WESY LEE to have parked in the empty gateway or on his plot next door to BILL LEE's which can also be seen in **Exhibit AC/22**.
33. I took photos of the hardcore laid on the track near the road into the land and a photo of the measurement of over 19 feet which I **Exhibit as AC/23 and AC/24**.
34. There was a pile of what looked like old timber roofing batons under a tree by the entrance to KEITH JEEVES's field which I **Exhibit as AC/25**.
35. We then served additional copies of the sealed Injunction Order at the following places



- i. On the gate from the road to the most northern entrance with a covering letter for Persons Unknown to the land which I **Exhibit AC/26** a close up photo and **Exhibit AC/27** a photo from distance.
- ii. On a gate east of BILL LEE's plot with a covering letter to Persons Unknown, a photo I **Exhibit AC/28**.
- iii. On a post on the south west corner of Curtis Love's land with a covering letter to Curtis Love I **Exhibit AC/29** a close up photo of the Injunction and **Exhibit AC/30** a distance photo.
- iv. On the gate to the southern piece of land of Title K871684 with a covering letter to Michael Larter I **Exhibit AC/31** as a close up and **Exhibit AC/32** at distance.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.


Signed.......... Dated.....22/05/2025.....



Exhibit AC/8 Close up photo Injunction pack

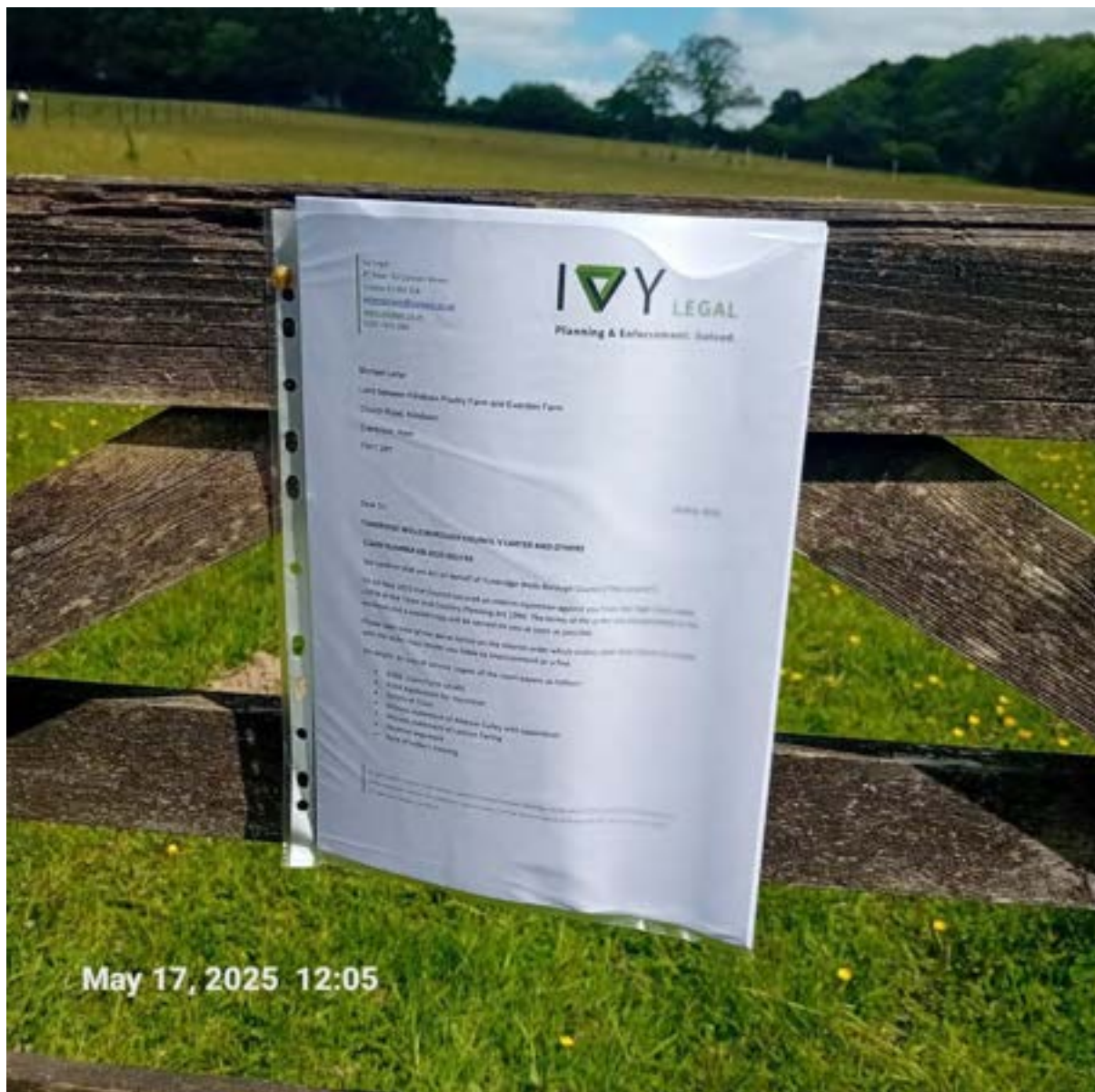


Exhibit AC/9 Distance photo Injunction pack and Enforcement notice on gate East to BILL LEE's plot





Exhibit AC/10 Close up of injunction pack on Northern entrance to the land

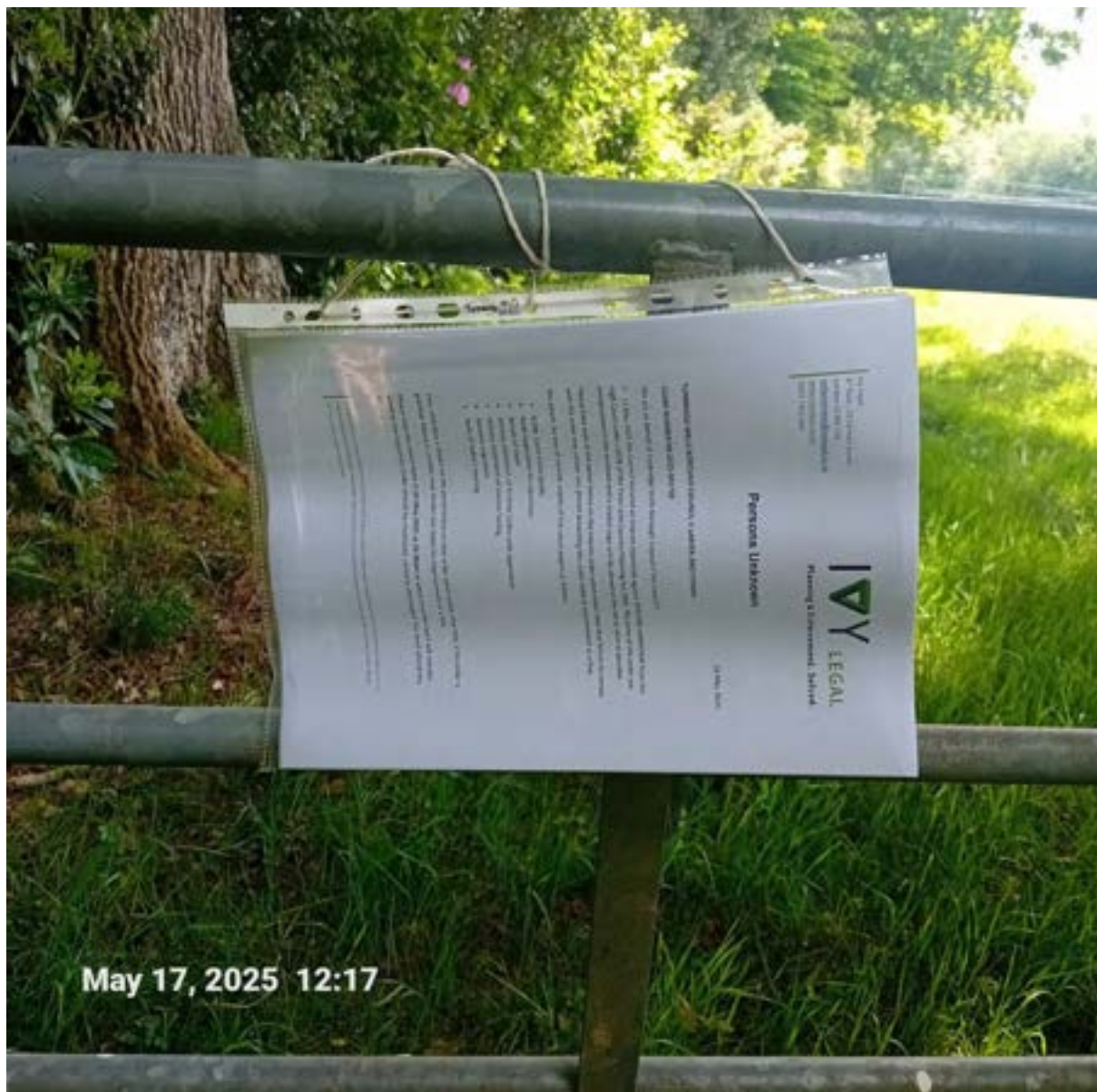


Exhibit AC/11 distance photo





Exhibit AC/12 Close up photo of Injunction on Mr Love's land



Exhibit AC/13 Distance photo of Injunction on Mr Love's land





Exhibit AC/14 close up on gate to south parcel of land of K871684



Exhibit AC/15 Distance photo of gate to south parcel of land of K871684



Exhibit AC/16 New hardcore out side of fenced area of BILL LEE's





AC/17 photo showing 2 new areas of hardcore laid since 12 May 2025.

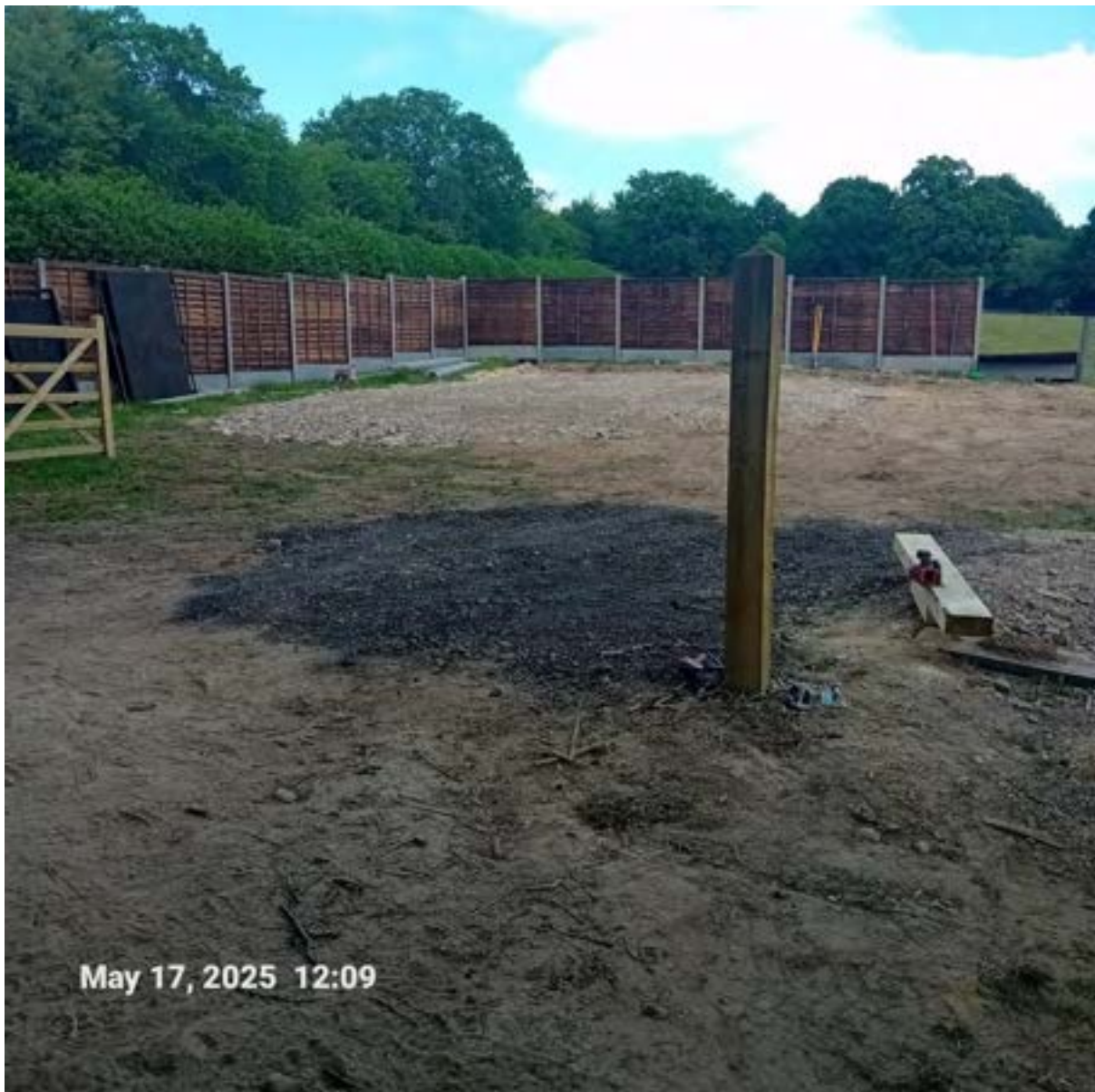


Exhibit AC/18 Screenshot of land registry page showing applications for title K871684.

www.landregistry.gov.uk/services/ECENQ/EnquiryView/SearchEnquiry.do

HM Land Registry **Business & services**

HM Land Registry 

Logout  Contact HM Land Registry 

### Application Enquiry

**Application Ref**  
Enquiry Ref: 19-007-2025 at 11:34:48

**Title Number:** K871684 **Doc. Ref:** [Order Supply Sheet](#)

**Database:** **Sub:**

Transfer of Part, 08 NOV 2024 - New Title: T1112017 Land on the South-East side of Church Road Customer Reference: LPS0LH/000000	<a href="#">Show details</a>
Transfer of Part, 08 NOV 2024 - New Title: T1112017 No property description recorded for this application Customer Reference: RULU/P0000000	<a href="#">Show details</a>
Transfer of Part, 08 SEP 2024 - New Title: T1111999 Land on the east side of church road Customer Reference: RULU/P0000000	<a href="#">Show details</a>
Transfer of Part, 08 SEP 2024 - New Title: T1111992 Land (being all part 2) on the south-east side of Church Road, Riddow, Crummock Road Customer Reference: LPS0LH/Land	<a href="#">Show details</a>

Accessibility statement  Business & services  Terms and conditions  Freedom of information  © Crown copyright  Contact 

**My Portal Home page**  
**W3B: View Applications**

**Information Services**

- [Request Official copies](#)
- [Official Search of Title with Priority](#)
- [Official Search of Part with Priority](#)
- [Withdraw Official Search with Priority](#)
- [Official Search of Title without Priority](#)
- [Local Land Charges Search](#)
- [MapSearch™ FREE](#)
- Application Enquiry™ FREE**
- [Search of the Index Map](#)
- [Home Rights Search](#)
- [Search of the Index of Relating Plans/Drawings and Maps](#)
- [Enquiry to Property Description: Title View](#)
- [Register View - pdf](#)
- [Register View - html](#)
- [Title Plan View](#)
- [Document View](#)
- [Request Historical copies](#)

**Land Charges Services**

- [Reply to Registration](#)
- [General Facilities](#)

**Administrative Services**

Exhibit AC/19 Shed Infront of static caravan



Exhibit AC/20 New hardcore laid after 12 May 2025

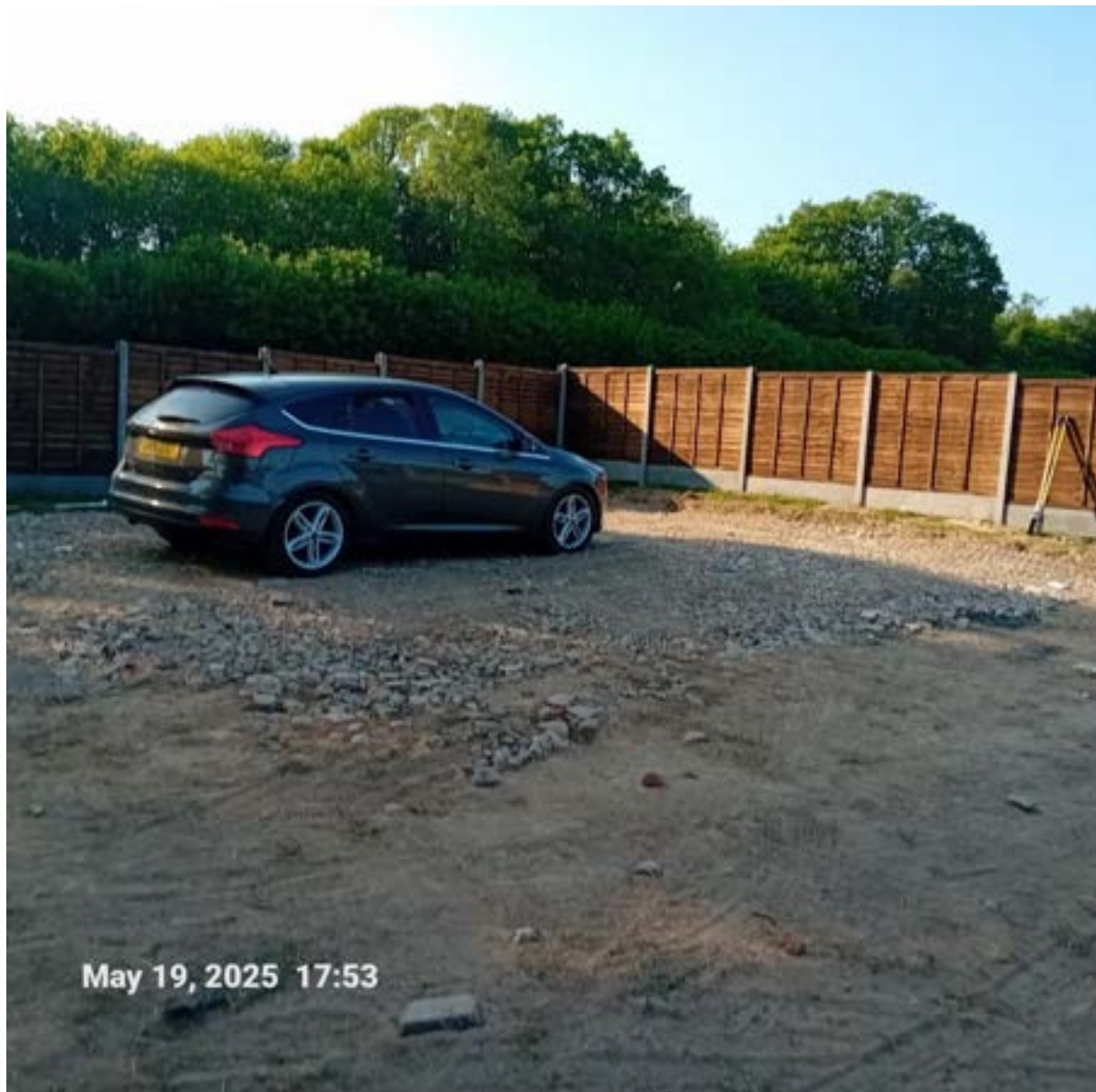








Exhibit AC/22 Pile of close board fencing



Exhibit AC/23 New hardcore laid for the track into the land





Exhibit AC/24 measurement of the new hardcore



Exhibit AC/25 Pile of possible old timber roof batons.





Exhibit AC/26 Sealed Injunction Order close up by Northern entrance



Exhibit AC/27 Sealed Injunction Order distance by Northern entrance





[illegible]

Exhibit AC/29 Close up of Sealed Injunction on post on corner of Curtis Loves Land.





Exhibit AC/30 Distance photo of Sealed Injunction on post on corner of Curtis Loves Land.



Exhibit AC/31 Close up of sealed Injunction on gate of most southern land of title K871684.



Exhibit AC/32 Distance photo of sealed Injunction on gate of most southern land of title K871684.





Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 22.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**WITNESS STATEMENT OF HEATHER STEVENS**

---

I, Heather Stevens, Team Leader (Contentious) for Mid Kent Legal Services, will say as follows:

1. I make this statement in support of the Claimant's claim for an injunction against the Defendants, pursuant to section 187B of the Town and Country Planning Act 1990. I am duly authorised by the Claimant to make this witness statement and I make it from my own information, knowledge and belief save where otherwise stated.
2. On Saturday 17 May 2025 at approximately 11:50am, I attended the land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent ("the Land") with my colleague Jo Smith, Senior Lawyer (Planning) for Mid Kent Legal Services and Andrew Culley, Planning Compliance Officer for Tunbridge Wells Borough Council.

3. As we entered the Land, we saw three males looking at Temporary Stop Notices that had the previous day been affixed to the gate that enters the woods to the east of the Land. We called down to the males and explained that we were looking for Mr Bill Lee.
4. One of the males identified himself as Mr Lee and I served him with a copy of the unsealed Interim Injunction Order with accompanying documents, namely: a covering letter, the note of hearing on 16 May 2025 and hearing bundle, containing the skeleton argument for the interim application, an unsealed claim form with details of the claim, the application notice for 16 May 2025, the draft injunction order and draft plan, as well as the witness statement of Andrew Culley with exhibits AC/1 to AC/8 and the witness statement of Leanne Tarling.
5. I then informed Mr Lee of the terms of the Penal Notice contained within the Injunction, namely that if the Injunction was breached, he could be fined or sent to prison. Mr Lee asked us how long the Injunction Order would last for. I explained that there was a return date of 23 May 2025, being the following Friday, and that he should attend Court.
6. Mr Lee asked what it was he could not do on the Land and he was told there should be no more development, including that no additional caravans (to the one that is already there) should be brought onto the Land.
7. Mr Lee then said, *"They know I'm putting one more on, cos I put in for my licence for two."*
8. Jo Smith asked Mr Lee if he was referring to another static mobile home and Mr Lee said *"Yeah"* and that *"It is too late as I have paid for it, it is coming down next Saturday or Sunday"*. We confirmed with Mr Lee that he was referring to the weekend of 24 May 2025.
9. I told Mr Lee that bringing an additional caravan onto the Land would put him in breach of the Injunction Order. I advised Mr Lee to get independent legal advice and told him again that he could be fined or sent to prison for bringing another caravan onto the Land. I read out the specific terms of the Injunction Order, so that Mr Lee was aware he must not bring onto the Land any additional caravans/mobile homes and that he must not build or bring on any structures.
10. Mr Lee responded by saying *"What do I do now? Because I have paid for it and it's going to come and I cannot stop it"*. I said again to Mr Lee to get legal advice because the Council knows there is currently only one mobile home on the land and any additional caravans would be considered by the Council to be a breach of the Injunction.

11. Mr Lee asked for confirmation that the hearing would be on Friday and we explained the hearing would be at the High Court in London and that it was in his interests to attend the hearing.
12. I then explained that we would be serving other parts of the Land with the unsealed Injunction Order and accompanying documents (as detailed in paragraph 4 above) and I showed Mr Lee the plan attached to the Order.
13. One of the other two males then identified himself as Mr Keith Jeeves and I served him with a copy of the unsealed Injunction Order and accompanying documents (as detailed in paragraph 4 above) and explained that it was for information only as the Order did not include the land that he owned.
14. We then served additional copies of the unsealed Injunction Order at the following places:
  - a) To Mr Michael Larter: on a gate that leads to the field to the east of Mr Lee's plot and on a gate that leads to a field to the south of Mr Jeeves' plot (both under title number K871684).
  - b) To Mr Curtis Love (for information only): on a fence post at the entrance to the plot that he owns (under title number TT171000).
  - c) To Persons Unknown: on a gate along Church Road at the north end of the Land.
15. In addition, Jo Smith served Enforcement Notices on Mr Bill Lee and Mr Keith Jeeves in person, as well as on the Land in various locations.
16. Andrew Culley took photographs of the Land and the copies of the unsealed Injunction Order with accompanying documents and Enforcement Notices in situ on the Land. We left the Land at approximately 12:45pm.
17. On 19 May 2025, the Claimant's website was updated to show (on its planning enforcement page: <https://tunbridgewells.gov.uk/planning/enforcement>) details of the application for the Injunction Order, with a link to documents including: the sealed Injunction Order, the Note of the Hearing and the Bundle for the hearing that took place on 16 May 2025.
18. On 20 May 2025, the Claimant's instructed solicitor, Ivy Legal Limited, received an email from VP Legal Solicitors, acting for Mr Larter, with copies of four TP1 applications to HM Land Registry. The details contained within the TP1s are as follows:

- a) 4 September 2024: K871684 transfer from Michael Larter to Roy Christopher Draper of Hill View, Meadow Lane, Wickford, Essex, SS11 7DX for £20,000. I exhibit this TP1 and plan as HS/1.
  - b) 4 September 2024: K871684 transfer from Michael Larter to Wesy Bill Wally Lee of Four Oaks, Church Hill, Boughton Monchelsea, Maidstone, Kent, ME17 4BU for £18,000. I exhibit this document as HS/2.
  - c) 29 October 2024: K871684 transfer from Michael Larter to Albie John Wilkins of Hawksbill, Mornley Lane, Bicker, PE20 3DP for £25,000. I exhibit this TP1 and plan as HS/3.
  - d) 4 November 2024: K871684 transfer from Michael Larter to Bill Lee and Bill Leonard Lee of Four Oaks, Church Hill, Boughton Monchelsea, Maidstone, Kent, ME17 4BU for £35,000. I exhibit this TP1 and plan as HS/4.
19. An officer of the Claimant subsequently produced a plan showing the ownership details according to the above TP1s and plans. I exhibit this plan as HS/5.
20. On 21 May 2025, Ivy Legal Limited sent an email on behalf of the Claimant to VP Legal Solicitors, confirming that a continuation of the injunction would not be sought against Mr Larter. VP Legal Solicitors responded on the same day confirming that they had advised their client accordingly. I exhibit the three emails of 20 and 21 May between Ivy Legal Limited and VP Legal Solicitors as HS/6.

**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.**

Signed: \_\_\_\_\_

Dated: 22 May 20205



Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 21.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**EXHIBITS OF HEATHER STEVENS**

**HS/1**

---

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: K871684
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land (known as plot 2) on the south east side of Church Road, Kilndown, Cranbrook, Kent</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 4th September 2024
5	<p>Transferor:</p> <p>MICHAEL LARTER</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:  
ROY CHRISTOPHER DRAPER

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

Hill View, Meadow Lane, Wickford, Essex SS11 7DX

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):  
twenty thousand pounds (£20,000)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee



Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

1. Definitions

In this transfer:

**Accessway:** the accessway to the Property over that part of the Transferor's Retained Land shown shaded brown on the Plan

**Charge:** the charge dated 26 January 2024 appearing at entry number 3 of the charges register of title number K871684 as at 13 July 2024 at 11:15:10.

**Conditions for Entry:** the conditions to which any right to enter granted in Clause 3 or excepted and reserved by Clause 4 is subject, namely that the right shall be subject to the person exercising the right:

- a) effecting entry at a reasonable time (or at any time in an emergency);
- b) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- c) complying with all reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

**Completion:** The date of this Transfer.

**Plan:** means the plan annexed to this Transfer

**Relevant Authority:** all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

**Reservations:** the rights excepted and reserved to the Transferor in clause 4.

**Rights:** the rights granted by the Transferor to the Transferee in clause 3.

**Service Media:** means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities.

**Transferor's Retained Land:** The freehold property being the remainder of the land (excluding the Property) in title K871684

**Utilities means:** electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities.

1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person

1.3 A person includes a corporate or unincorporated body (whether or not having separate legal personality)

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular

1.5 Clause headings shall not affect the interpretation of this transfer

1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

1.7 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed.

1.8 "**Transferee**" shall include where the context so admits the successors in title of the Transferee and where the Transferee is more than one person all covenants and agreements on the part of the Transferee contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferee

1.9 "**Transferor**" shall include where the context so admits the successors in title of the Transferor and where the Transferor is more than one person all covenants and agreements on the part of the Transferor contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferor

1.10 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment.

2.1 The disposition effected by this transfer is subject to:

- (a) any matters contained or referred to in the entries or records made in registers maintained by the Land Registry as at 13<sup>th</sup> July 2024 under title number K871684;
- (b) any matters discoverable by inspection of the Property before Completion
- (c) any matters which the Transferor does not and could not reasonably know about
- (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
- (e) any notice, order or proposal given by a body acting on statutory authority; and
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.



Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2.2 All matters recorded at the date of this Transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994

2.3 This transfer does not create by implication any easements or other appurtenant rights for the benefit of the Property and the operation of section 62 of the Law of Property Act 1925 is excluded.

2.4 no right of light or air is granted

2.5 All boundary structures erected on the Property will be the sole responsibility of the Transferee and maintained in a good condition in perpetuity.

### 3. Rights granted for the benefit of the Property

There is granted for the benefit of the Property the following rights (which shall be construed as extending to the Transferee and his successors in title) and subject to the Transferee complying with the Conditions for Entry:

- 3.1 the right of access at all times and for all purposes with or without vehicles over the Accessway
- 3.2 the right of passage of Utilities through the Service Media serving the Property which are now or in the future installed on in over or under the Accessway
- 3.3 full and free right in fee simple to make connections into and to use all Service Media now or to be made or laid in, under or over the Accessway
- 3.4 the right of support and protection to the Property and any building on the Property from the Transferor's Retained Land

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

### 4. Rights reserved for the benefit of the Transferors Retained Land

There is reserved out of the Property for the benefit of each and every part of the Transferor's Retained Land or any part of it the following rights (which shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations) and subject to the Transferor complying with the Conditions for Entry:

- 4.1 the right of support and protection for the Transferors Retained Land from the Property
- 4.2 the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the unbuilt parts of the Property in connection with any of the reserved rights including for the purpose of repairing, cleaning, maintaining and constructing or renewing any part of the Transferors Retained Land where those works cannot otherwise be conveniently or effectively carried out
- 4.3 the right of passage of Utilities through the Service Media serving the Transferor's Retained Land which are now or in the future installed on in over or under the Property
- 4.4 full and free right in fee simple to make connections into and to use all Service Media now or to be made or laid in, under or over the Property
- 4.5 the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the unbuilt parts of the Property in connections with any of



the reserved rights including for the purpose of repairing, cleaning, maintaining and constructing or renewing any part of the Transferor's Retained Land where those works cannot otherwise be conveniently or effectively carried out

#### 5. Indemnity Covenant

The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges register of Title K871684 in so far as they are subsisting and capable of taking effect in respect of the Property and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any future failure to do so

#### 6. Agreements and Declarations

6.1 A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

6.2. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

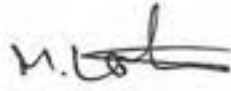
Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

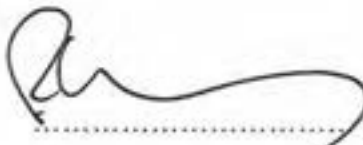
### 13 Execution

EXECUTED as a deed by the parties and delivered on the date set out at the beginning of this deed.

Signed as a deed by  
MICHAEL LARTER in the  
presence of:

)   
) .....

Signature

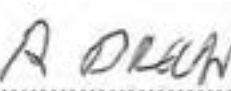
  
.....  
Signature of witness

Name (in BLOCK  
CAPITALS)

Address

Richard Long  
15 St Lawrence Avenue, Bidborough  
Tunbridge Wells, Kent TN4 0XA  
Solicitor Tel: 01892 362260

Signed as a deed by ROY  
CHRISTOPHER DRAPER in  
the presence of:

)   
) .....

Signature

  
.....

Signature of witness

Name (in BLOCK  
CAPITALS)

Address

LEONIE SAVORY

 **GRIFFIN  
LAW**  
60 Churchill Square  
Kings Hill  
West Malling

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 07/22

569600.000E

569700.000E



M. U.  
R. D. D.

Pond

134600.000N

134600.000N

134500.000N

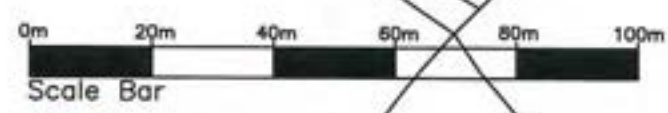
134500.000N

CHURCH ROAD

134400.000N

134400.000N

569700.000E



Scale Bar



Right Of Way Shown Thus

Status  
**SURVEY DRAWINGS**



The Old Granary, Street Farm, Small Hatch Road,  
East Peckham, Tonbridge, Kent, TN12 5EE  
T. 01892 882268 E. enquiries@sjmplaning.com  
www.sjmplaning.com

Client  
**Mr Michael Larter**

Site Address  
**Land To East Of  
Church Road,  
Flimwell,  
East Sussex**

Drawing Title  
**Land To East Of Church Road - Plot 2**

Scale  
**1:1250 @ A4**

Date  
**11/07/2024**

Drawn  
**TDH**

Drawing N°  
**2024-1489-010-Survey Plan**

Rev  
**000000**

Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 21.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**EXHIBITS OF HEATHER STEVENS**

**HS/2**

---

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: K871684
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land (known as plot 3) on the south east side of Church Road, Kilndown, Cranbrook, Kent</p> <p>The property is identified</p> <p>X on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 4th September 2024
5	<p>Transferor: MICHAEL LARTER</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6	<p>Transferee for entry in the register: <b>WESY BILL WALLY LEE</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Four Oaks, Church Hill, Boughton Monchelsea, Maidstone Kent ME17 4BU</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Eighteen thousand pounds (£18,000)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>



Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

1. Definitions

In this transfer:

**Accessway:** the accessway to the Property over that part of the Transferor's Retained Land shown shaded brown on the Plan

**Charge:** the charge dated 26 January 2024 appearing at entry number 3 of the charges register of title number K871684 as at 13 July 2024 at 11:15:10.

**Conditions for Entry:** the conditions to which any right to enter granted in Clause 3 or excepted and reserved by Clause 4 is subject, namely that the right shall be subject to the person exercising the right:

- a) effecting entry at a reasonable time (or at any time in an emergency);
- b) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- c) complying with all reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

**Completion:** The date of this Transfer.

**Plan:** means the plan annexed to this Transfer

**Relevant Authority:** all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

**Reservations:** the rights excepted and reserved to the Transferor in clause 4.

**Rights:** the rights granted by the Transferor to the Transferee in clause 3.

**Service Media:** means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities.  
**Transferor's Retained Land:** The freehold property being the remainder of the land (excluding the Property) in title K871684  
**Utilities means:** electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities.

1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person

1.3 A person includes a corporate or unincorporated body (whether or not having separate legal personality)

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular

1.5 Clause headings shall not affect the interpretation of this transfer

1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

1.7 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed.

1.8 "**Transferee**" shall include where the context so admits the successors in title of the Transferee and where the Transferee is more than one person all covenants and agreements on the part of the Transferee contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferee

1.9 "**Transferor**" shall include where the context so admits the successors in title of the Transferor and where the Transferor is more than one person all covenants and agreements on the part of the Transferor contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferor

1.10 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment.

2.1 The disposition effected by this transfer is subject to:

- (a) any matters contained or referred to in the entries or records made in registers maintained by the Land Registry as at 13<sup>th</sup> July 2024 under title number K871684;
- (b) any matters discoverable by inspection of the Property before Completion
- (c) any matters which the Transferor does not and could not reasonably know about
- (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
- (e) any notice, order or proposal given by a body acting on statutory authority; and
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2.2 All matters recorded at the date of this Transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994

2.3 This transfer does not create by implication any easements or other appurtenant rights for the benefit of the Property and the operation of section 62 of the Law of Property Act 1925 is excluded.

2.4 no right of light or air is granted

2.5 All boundary structures erected on the Property will be the sole responsibility of the Transferee and maintained in a good condition in perpetuity.

### 3. Rights granted for the benefit of the Property

There is granted for the benefit of the Property the following rights (which shall be construed as extending to the Transferee and his successors in title) and subject to the Transferee complying with the Conditions for Entry:

- 3.1 the right of access at all times and for all purposes with or without vehicles over the Accessway
- 3.2 the right of passage of Utilities through the Service Media serving the Property which are now or in the future installed on in over or under the Accessway
- 3.3 full and free right in fee simple to make connections into and to use all Service Media now or to be made or laid in, under or over the Accessway
- 3.4 the right of support and protection to the Property and any building on the Property from the Transferor's Retained Land

### 4. Rights reserved for the benefit of the Transferors Retained Land

There is reserved out of the Property for the benefit of each and every part of the Transferor's Retained Land or any part of it the following rights (which shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations) and subject to the Transferor complying with the Conditions for Entry:

- 4.1 the right of support and protection for the Transferors Retained Land from the Property
- 4.2 the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the unbuilt parts of the Property in connection with any of the reserved rights including for the purpose of repairing, cleaning, maintaining and constructing or renewing any part of the Transferors Retained Land where those works cannot otherwise be conveniently or effectively carried out
- 4.3 the right of passage of Utilities through the Service Media serving the Transferor's Retained Land which are now or in the future installed on in over or under the Property
- 4.4 full and free right in fee simple to make connections into and to use all Service Media now or to be made or laid in, under or over the Property
- 4.5 the right with or without employees and workmen at all reasonable times and on reasonable notice to enter onto the unbuilt parts of the Property in connections with any of

the reserved rights including for the purpose of repairing, cleaning, maintaining and constructing or renewing any part of the Transferor's Retained Land where those works cannot otherwise be conveniently or effectively carried out

#### 5. Indemnity Covenant

The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges register of Title K871684 in so far as they are subsisting and capable of taking effect in respect of the Property and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any future failure to do so

#### 6. Agreements and Declarations

6.1 A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

6.2. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

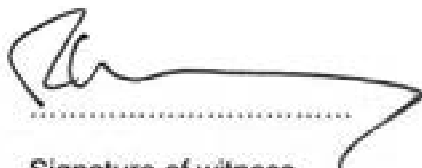
## 13 Execution

EXECUTED as a deed by the parties and delivered on the date set out at the beginning of this deed.

Signed as a deed by  
MICHAEL LARTER in the  
presence of:

)   
) .....

Signature

  
.....

Signature of witness


Name (in BLOCK  
CAPITALS)

Richard Long  
15 St Lawrence Avenue, Bidborough  
Tunbridge Wells, Kent TN4 0XA  
Solicitor Tel: 01892 362260

Address

WALLY ✓

Signed as a deed by WESTY  
BILL WALLY LEE ✓  
in the presence of:

)   
) .....

Signature

  
.....

Signature of witness

Name (in BLOCK  
CAPITALS)

LEONIE SAVORY

Address

 **GRIFFIN  
LAW**  
60 Churchill Square  
Kings Hill  
West Malling  
Kent

### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 07/22



568700.000E

568700.000E



Landen Farm

Pond

*Michael*  
*de*

134600.000N

134600.000N

134500.000N

134500.000N

CHURCH ROAD

134400.000N

134400.000N

568700.000E

568700.000E

0m 20m 40m 60m 80m 100m

Scale Bar



Right Of Way Shown Thus

Status	<b>SURVEY DRAWINGS</b>
 <b>SJM SURVEYS</b> The Old Rectory, Street Farm, South Hatch Road, East Peckham, Tonbridge, Kent, TN12 9BB T: 01892 952294 E: enquiries@sjmsurveying.com www.sjmsurveying.com	
Client	Mr Michael Larter

Site Address	Land To East Of Church Road, Flimwell, East Sussex	
Drawing Title	Land To East Of Church Road - Plot 3	
Scale	Date	Drawn
1:1250 @ A4	11/07/2024	TDH

Drawing N°	Rev
2024-1489-010-Survey Plan	000000

Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 21.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**EXHIBITS OF HEATHER STEVENS**

**HS/3**

---

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: K871684
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: LAND ON THE SOUTH EAST SIDE OF CHURCH ROAD KILNDOWN, CRANBROOK TN57PX</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: EDGED IN RED</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 29th October 2024
5	<p>Transferor: MICHAEL LARTER</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:

ALBIE JOHN WILKINS

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

HAWKSBILL, MORLEY LANE, BICKER PE20 3DP

8 The transferor transfers the property to the transferee

9 Consideration

TWENTY FIVE THOUSAND POUNDS (£25,000)

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

Rights granted for the benefit of the property

Rights reserved for the benefit of other land



Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted  
statements, certificates or applications  
and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership and practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

SIGNED AS A DEED BY

MICHAEL LARTER

*M. Larter*

IN THE PRESENCE OF:

NAME LEONIE SAVORY

SIGNATURE

*[Signature]*

ADDRESS

OCCUPATION SOLICITOR



**GRIFFIN  
LAW**

60 Churchill Square  
Kings Hill  
West Malling  
Kent  
ME19 4YU

SIGNED AS A DEED BY

ALBIE JOHN WILKINS

*x ALWILKINS*

IN THE PRESENCE OF:

NAME LEONIE SAVORY

SIGNATURE

*[Signature]*

ADDRESS

OCCUPATION SOLICITOR



**GRIFFIN  
LAW**

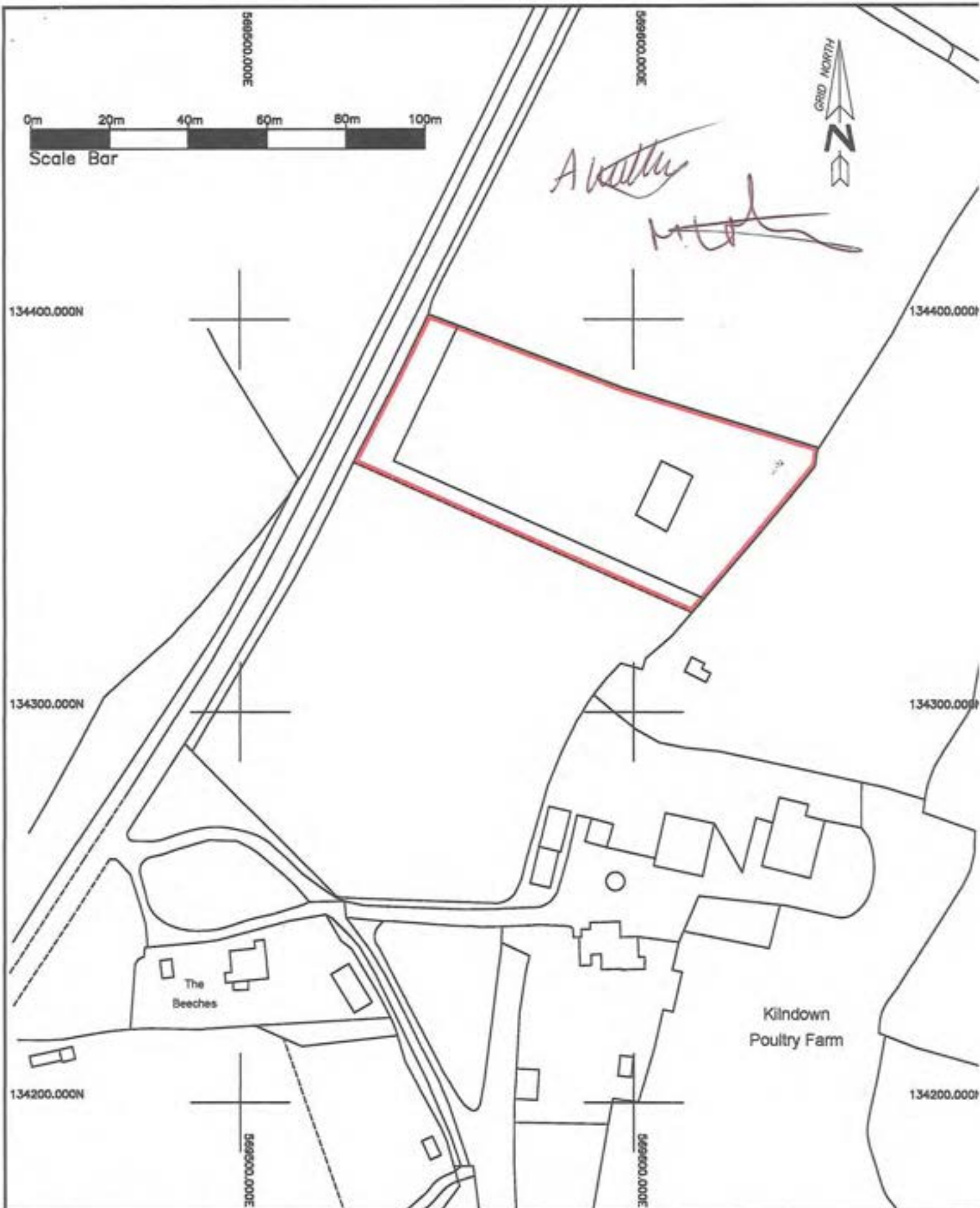
60 Churchill Square  
Kings Hill  
West Malling  
Kent  
ME19 4YU

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.



Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



Status	<b>SURVEY DRAWINGS</b>
 <b>SJM SURVEYS</b> The Old Granary, Street Farm, Broom Heath Road, East Peckham, Tonbridge, Kent, TN12 5ES T: 01892 832288 E: enquiries@sjmsurveying.com www.sjmsurveying.com	
Client	Mr Michael Larter

Site Address	Land To East Of Church Road, Flemwell, East Sussex, TN5 7PX
Drawing Title	North Paddock To North Of The Beeches
Scale	1:1250 @ A4
Date	24/07/2024
Drawn	TDH

Drawing No.	2024-1486-002-Survey Plan	Rev	000000
			
			

Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 21.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**EXHIBITS OF HEATHER STEVENS**

**HS/4**

---



**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: K871684
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land (known as Lower Paddock) on the south east side of Church Road, Kilndown, Kent</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 4th November 2024
5	<p>Transferor:</p> <p>MICHAEL LARTER</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>



Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

**6 Transferee for entry in the register:**

**BILL LEE and BILL LEONARD LEE**

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

**7 Transferee's intended address(es) for service for entry in the register:**

**Four Oaks, Church Hill, Boughton Monchelsea, Maidstone, Kent ME17 4BU**

**8 The transferor transfers the property to the transferee**

**9 Consideration**

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):  
Thirty Five Thousand pounds (£35,000)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

**10 The transferor transfers with**

- ☒ full title guarantee
- ☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

11 Declaration of trust. The transferee is more than one person and

- ☒ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

#### Indemnity Covenant

The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges register of Title K871684 in so far as they are subsisting and capable of taking effect in respect of the Property and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any future failure to do so

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.



**GRIFFIN  
LAW**  
60 Churchill Square  
Kings Hill  
West Malling  
Kent  
ME19 4YU

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

### 13 Execution

EXECUTED as a deed by the parties and delivered on the date set out at the beginning of this deed.

Signed as a deed by MICHAEL)  
LARTER in the presence of: )

  
.....



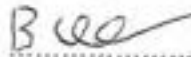
Signature

Signature of witness

Name (in BLOCK CAPITALS) LEONIE SAVORY

Address GRIFFIN LAW  
60 CHURCHILL SQUARE  
KINGS HILL W.MALLING  
ME19 4YU

Signed as a deed by BILL LEE)  
in the presence of: )

  
.....



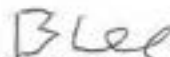
Signature

Signature of witness

Name (in BLOCK CAPITALS) LEONIE SAVORY

Address GRIFFIN LAW, 60 CHURCHILL SQ  
KINGS HILL W.MALLING ME19 4YU

Signed as a deed by BILL )  
LEONARD LEE )  
in the presence of: )

  
.....



Signature

Signature of witness

Name (in BLOCK CAPITALS) LEONIE SAVORY

Address



**GRIFFIN  
LAW**



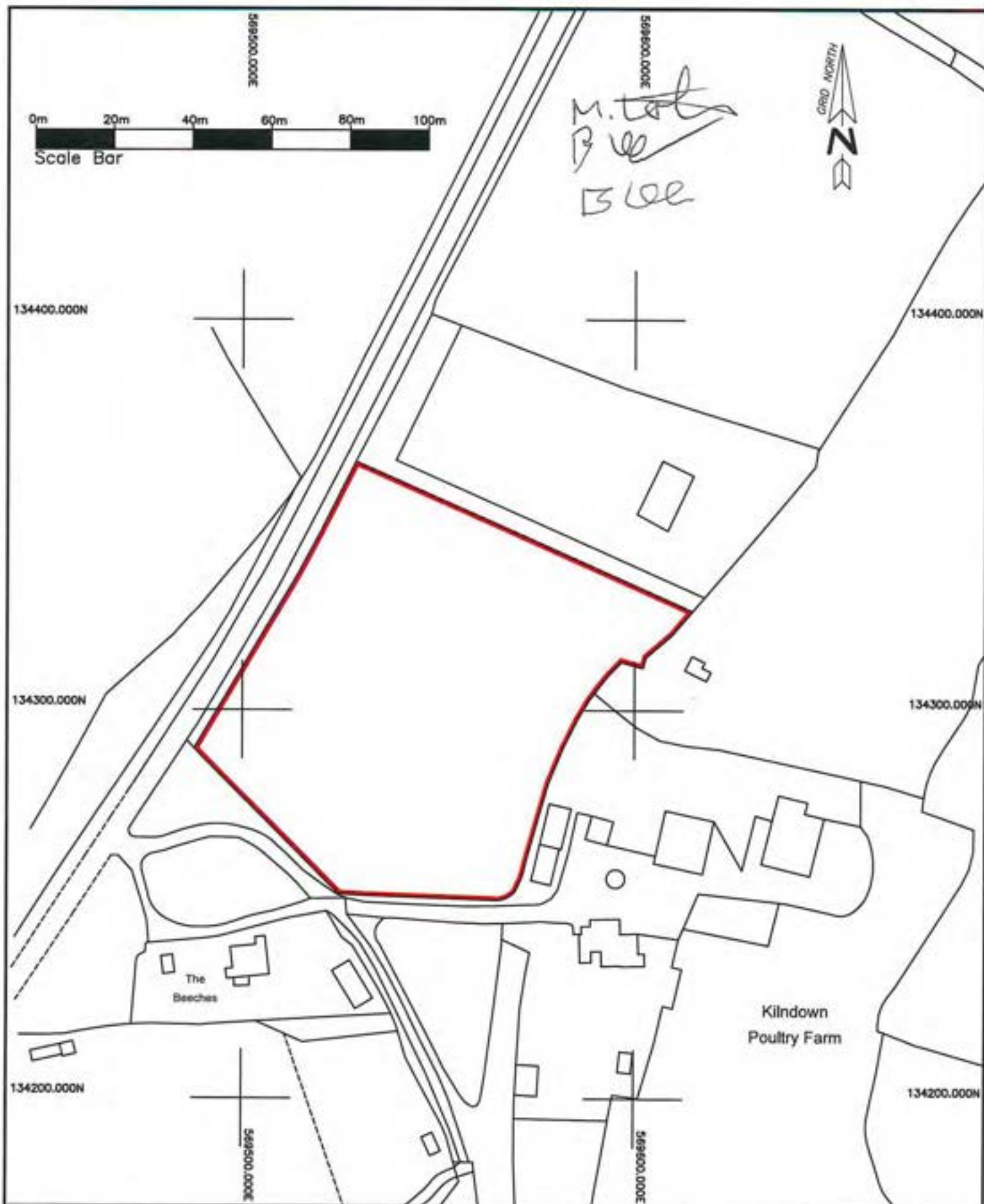
I hereby certify this to be a true copy of the original

Signed

Name

Dated





Station

**SURVEY DRAWINGS**

**SJM SURVEYS**

The Old Granary, Street Farm, Small Hatch Road,  
East Peckham, Tonbridge, Kent, TN12 5EG

T. 01892 882288 E. enquiries@sjmsurveys.com  
www.sjmsurveys.com

Client

**Mr Michael Larter**

Site Address

Land To East Of  
Church Road,  
Firmwell,  
East Sussex,  
TN5 7PX

Drawing Title

**South Paddock To North Of The Beeches**

Scale

1:1250 @ A4

Date

24/07/2024

Drawn

TDH

Drawing No.

**2024-1486-001-Survey Plan**

Rev

000000

This document is the property of the client and is not to be used for any other purpose without the written consent of the client.

Base Map Data

Information shown in grey for adjacent properties and boundaries is shown for reference purposes only. These features have not been surveyed unless otherwise stated.

This information has been taken from Ordnance Survey maps. All rights reserved. Copyright and database rights 2021 OS Licence no. 100018865. This information is not to be used for any other purpose without the written consent of the client.

All other dimensions must be checked by the contractor before commencing work on site. The copyright of this drawing remains with SJM Surveys (a trading name of SJM Projects) and may not be copied or reproduced in any form without prior written consent.

Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 21.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

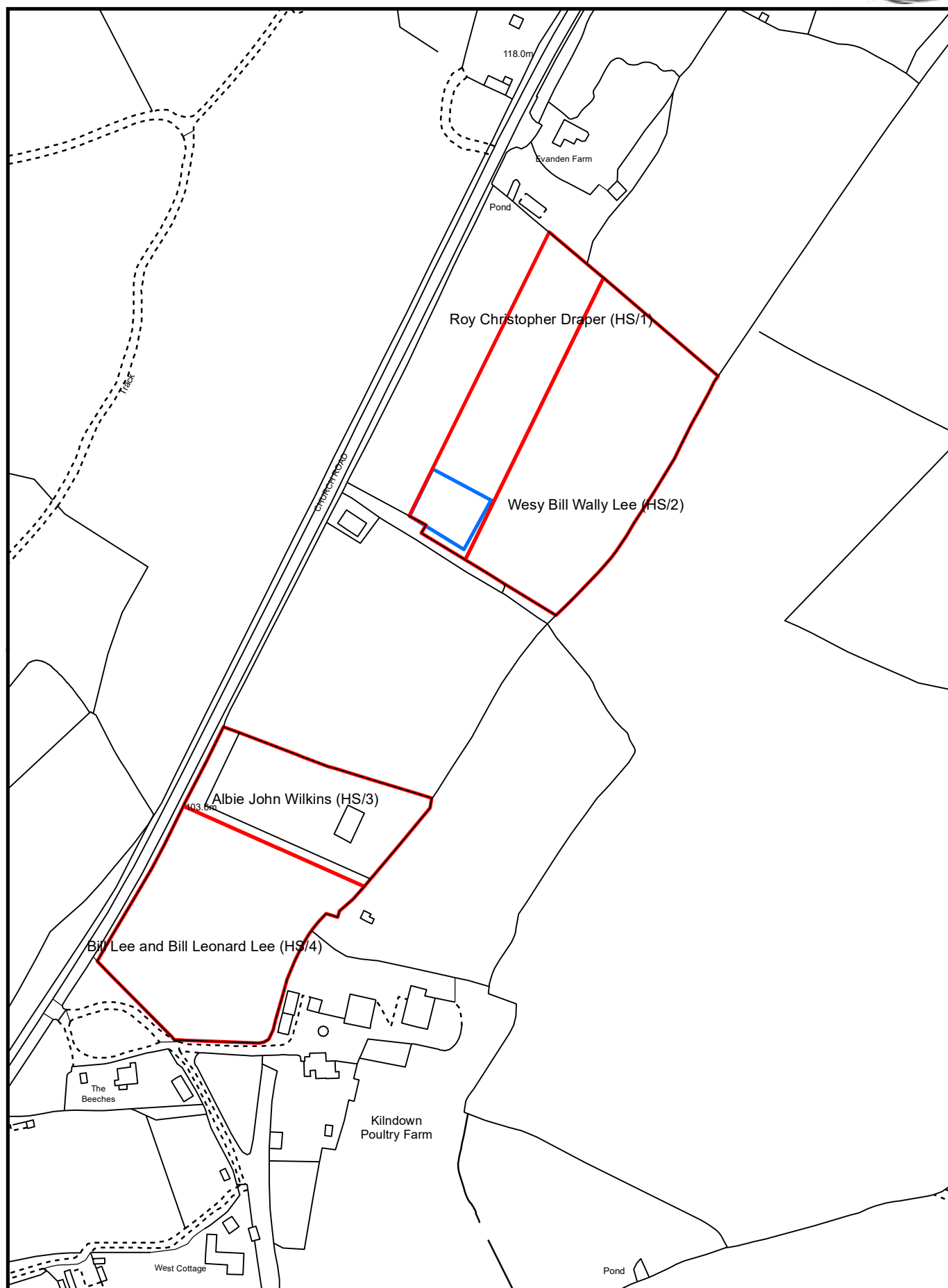
---

**EXHIBITS OF HEATHER STEVENS**

**HS/5**

---





Statement on behalf of the  
Claimant  
Witness: Heather Stevens  
1<sup>st</sup> Statement  
Dated: 21.05.2025  
Exhibits: HS/1 - HS/6

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001812**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

- (1) Bill Lee**
- (2) Bill Leonard Lee**
- (3) Wesy Bill Wally Lee**
- (4) Roy Christopher Draper**
- (5) Albie John Wilkins**
- (6) Persons Unknown**

**Defendants**

---

**EXHIBITS OF HEATHER STEVENS**

**HS/6**

---

## Izindi Visagie

---

**From:** Richard Long <r.long@vplegalsolicitors.co.uk>  
**Sent:** 21 May 2025 11:23  
**To:** Izindi Visagie  
**Subject:** RE: Our client: Michael Larter: Flimwell land sales

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Ms Visagie

Thank for your prompt confirmation that our client will not be named as a Defendant on this Claim (subject to the qualifications you have set down). We have advised our client accordingly.

With regard to the representation of the Buyers of the various plots, our instructions were that each of them were told that we could not act for both parties and that they would need to seek their own advice. None wished to do so. While they will be better placed to say why than I am, I am sure that a factor will have been the low value of each of the transactions in relation to the size of any likely legal bill. As you may be aware, the ever growing burden of regulatory compliance, and the often nugatory work that ensues, has pushed conveyancing costs up in recent years so that the total of buyer's and seller's fees, even for a simple transaction, can be a significant percentage of the transaction value. Each of the buyers were, I was instructed, willing to buy provided such formalities were kept to a minimum. The Land Registry operates a process for unrepresented parties to be able to buy and sell land, including the completion by another solicitor of form ID1 to prove identity, and we ensured that we had completed ID1 forms for registration. The same solicitor witnessed each of the counterpart Transfers. I also drafted the Transfers to incorporate such access rights as were necessary and ensured that Land Registry compliant plans were used in each case. Further than this I think that the buyers of these plots would need to say why they chose to be unrepresented.

In case the Court asks, it is also unfortunately the case that the Land Registry usually seem to take about 18 months to register a Transfer of Part of a title these days. I am quite unable to comment on why this is thought to be acceptable. If a party wishes to undertake a new transaction on the land awaiting registration in their name, it is usually possible to request expedition, which shortens the time to a month or two.

Kind regards,

Richard



Richard Long  
Consultant Solicitor  
VP Legal Solicitors

Kent office: 15 St Lawrence Avenue, Bidborough, Tunbridge Wells, Kent TN4 0XA

**Direct: 07767 377458**  
**Tel (head office): 01480 400 692**

---

**From:** Izindi Visagie <izindi@ivylegal.co.uk>  
**Sent:** 21 May 2025 09:02  
**To:** Richard Long <r.long@vplegalsolicitors.co.uk>  
**Subject:** RE: Our client: Michael Larter: Flimwell land sales

Dear Mr Long,

Thank you for your email regarding the above matter and for setting out your client's position.

We can confirm that Tunbridge Wells Borough Council will not be seeking a continuation of the injunction against Mr Larter. A revised Claim Form and accompanying documents have now been submitted to the Court, which do not name Mr Larter as a defendant. Accordingly, we anticipate that no further action will be pursued against him in these proceedings.

However, we note that Mr Larter retains the access track and can advise that if further works are undertaken on this access track, consideration will be given to adding Mr Larter to the injunction. Mr Larter needs to ensure that no development takes place on this access track without first seeking planning permission.

We note your confirmation that the plots of land in question were transferred to individual purchasers, and that these applications are still pending at HM Land Registry. In that context, we would be grateful if you could clarify why the purchasers were not legally represented in these transactions, which I believe to be unusual in conveyancing transactions.

We will ensure that a copy of the Judge's order is provided to you following the hearing on 23 May 2025.

Kind regards,

*Izindi Visagie*  
Partner

[020 3745 5896](tel:02037455896)    [www.ivylegal.co.uk](http://www.ivylegal.co.uk)

Ivy Legal Limited is authorised and regulated by the Solicitors Regulation Authority (the independent regulatory body of the Law Society of England and Wales). The firm's SRA registration number is 596645. Ivy Legal Limited is a private limited company registered in England, with Company Registration number 8408137 and registered address at 4<sup>th</sup> floor, 33 Cannon Street, London EC4M 5SB. This e-mail is intended for the addressee only. If you have received it in error, please contact the sender and delete the material from your computer. Please be aware that information in this email may be confidential, legally privileged and/or copyright protected.

---

**From:** Richard Long <[r.long@vplegalsolicitors.co.uk](mailto:r.long@vplegalsolicitors.co.uk)>  
**Sent:** 20 May 2025 16:34  
**To:** Izindi Visagie <[izindi@ivylegal.co.uk](mailto:izindi@ivylegal.co.uk)>  
**Subject:** Our client: Michael Larter: Flimwell land sales

Dear Sirs

**Claim no: KB-2025-001739 Tunbridge Wells Borough Council v Larter and others**

We refer to the above claim of which we have not seen a copy, but are instructed to write to you to clarify our client's position. We understand that your client's Claim refers to alleged illegal encampments on land at Kilndown, several plots of which are still registered in our client's name under the original title number: K871684. However we can confirm that all the plots of land of which we attach the completed Transfers were sold to other parties between 4<sup>th</sup> September and 4<sup>th</sup> November 2024. We acted for Mr Larter on these sales and applied for registration, the purchasers being unrepresented. These applications are, we believe, still pending at HM Land Registry. The only land remaining in our client's name is the access way shown shaded pink on the plans, but we are instructed that this small piece of land is not affected by the alleged illegal encampments as it is merely a narrow accessway. Any encampments on it would block the access to the other plots; our client has checked the site and reports no such obstructions on his land.

We respectfully request that our client is removed as a party to this Claim. Please let us know if you require any further information. Our client hopes to attend the hearing which we understand is set for Friday 23 May at 1030 am but requests, if he has not been able to attend, a copy of the Judge's decision. Should it not be possible, for whatever reason, to remove our client as a party to the Claim, you will appreciate that we must reserve all of our client's rights in respect of any Judgment that may be entered against him and any costs awarded against him and of course his own costs.

We would be grateful if you would acknowledge receipt and, when possible, advise us of your client's instructions once you have advised them on the contents of this email.

Yours faithfully



Richard Long

Consultant Solicitor

VP Legal Solicitors

Kent office: 15 St Lawrence Avenue, Bidborough, Tunbridge Wells, Kent TN4 0XA



**Direct: 07767 377458**

**Tel (head office): 01480 400 692**

VP Legal Solicitors, Castle Hill House, 20 High Street, Huntingdon, Cambs, PE29 3TE

Authorised and regulated by the Solicitors Regulation Authority with number 632679. VAT No. 249 4457 73.

This email is CONFIDENTIAL (and may also be privileged or otherwise protected from disclosure) and is intended solely for the person(s) to whom it is addressed. If you have received it in error please notify the sender immediately and delete the original message from your system. You must not retain, copy or disseminate it. We do not accept any liability for any loss or damage caused as a result of computer viruses and it is your responsibility to scan any attachments.

VP Legal uses reasonable endeavours to virus scan all electronic communications leaving the firm but no warranty is given that this communication and any attachments are virus free. You should undertake your own virus checking. This e-mail has been scanned for viruses by Symantec Endpoint Protection.

VP Legal Solicitors, Castle Hill House, 20 High Street, Huntingdon, Cambs, PE29 3TE

Authorised and regulated by the Solicitors Regulation Authority with number 632679. VAT No. 249 4457 73.

This email is CONFIDENTIAL (and may also be privileged or otherwise protected from disclosure) and is intended solely for the person(s) to whom it is addressed. If you have received it in error please notify the sender immediately and delete the original message from your system. You must not retain, copy or disseminate it. We do not accept any liability for any loss or damage caused as a result of computer viruses and it is your responsibility to scan any attachments.

VP Legal uses reasonable endeavours to virus scan all electronic communications leaving the firm but no warranty is given that this communication and any attachments are virus free. You should undertake your own virus checking. This e-mail has been scanned for viruses by Symantec Endpoint Protection.

**KING'S BENCH DIVISION**

**IN THE MATTER OF S.187B OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**BEFORE THE HONOURABLE MR[S] JUSTICE [ ]**

**DATED 23<sup>rd</sup> May 2025**

**B E T W E E N : -**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

- (1) BILL LEE  
(2) BILL LEONARD LEE  
(3) WESY BILL WALLY LEE  
(4) ROY CHRISTOPHER DRAPER  
(5) ALBIE JOHN WILKINS  
(6) PERSONS UNKNOWN (being those, whether the extended family of the First to Fifth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as "Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent" registered at HM Land Registry under Title Number K871684)

**Defendants**

---

**INJUNCTION ORDER**

---

**PENAL NOTICE**

**IF YOU THE WITHIN NAMED: BILL LEE, BILL LEONARD LEE, WESY BILL WALLY LEE, ROY CHRISTOPHER DRAPER, ALBIE JOHN WILKINS AND PERSONS UNKNOWN**

***DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT OR FINED OR YOUR ASSETS SEIZED. ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.***

### **IMPORTANT**

1. This Order prohibits you from doing the acts set out in this Order. You should read the terms of the Order and the guidance notes very carefully. You are advised to consult a solicitor as soon as possible. You have a right to ask the Court to vary or discharge the Order.
2. If you disobey this order you may be found guilty of Contempt of Court and may be sent to prison or fined. In the case of a Corporate Defendant, it may be fined, its Directors may be sent to prison or fined or its assets may be seized.

On the 23<sup>rd</sup> May 2025 Mr[s] Justice [ ] considered the Application brought by Tunbridge Wells Borough Council (“the Claimant”) for an injunction further to the interim injunction granted by Mr Justice Eyre on 16<sup>th</sup> May 2025 supported by the Witness Statements listed in Schedule A and accepted the undertakings listed in Schedule B at the end of this Order.

**UPON** hearing Counsel for the Claimant, upon reading the witness statements listed in Schedule A and upon accepting the undertakings listed in Schedule B

**IT IS ORDERED THAT UNTIL 23<sup>rd</sup> May 2028 OR FURTHER ORDER:**

### **THE INJUNCTION**

1. In relation to the Land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Number K871684 (the Land) as shown edged red on the attached plan, the Defendants whether by themselves or by instructing, encouraging or permitting any other person must not use the Land or carry out works to the Land in breach of planning control and, in particular, must not:
  - i. Allow the use of the Land, save for the area edged blue, for human habitation or residential occupation or any other purpose in breach of planning control;
  - ii. Bring onto the Land any touring caravans and/or mobile homes (over and above the one mobile home existing on the Land) for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;

- iii. Bring /erect/install any buildings or structures on the Land for the purposes of human habitation or residential occupation or any other purpose in breach of planning control;
- iv. Bring onto the Land any portable structures including portable toilets and any other further items and paraphernalia for purposes associated with human habitation or residential occupation or any other purpose in breach of planning control;
- v. Bring onto the Land any further waste materials and/or hardcore and/or like materials for any purpose, including the further creation/laying of hardstandings or hard surfaces, in association with the use of Land for the stationing of caravans and/or mobile homes for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
- vi. Carry out any further works in relation to the formation of paths, roadways or any works including the provision of sewerage, water and electricity infrastructure associated with the use of caravans and/or mobile homes for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
- vii. Carry out any further works to the Land associated with or in preparation for its use for stationing caravans/or mobile homes or for the erection of a building and/or any structure for human habitation or residential occupation or any other purpose in breach of planning control;
- viii. Undertake any further development on the Land as defined in section 55 of the Town and Country Planning Act 1990 without the express grant of planning permission.

**IT IS FURTHER ORDERED THAT:**

**ALTERNATIVE SERVICE**

- 2. Service of this Order and related documentation may be effected by:
  - a. the posting of sealed copies of the said Order, the Application Notice, the Claim Form and evidence in support of the Application and any future documentation in a transparent waterproof envelope in a prominent position on the Land;
  - b. advertisement on the Claimant's website and social media sites which it considers might be reasonably bring this Order to the attention of the Defendants;

c. service at any mobile homes, caravans, static homes of other dwellings already on the Land

and such posting/advertisement in accordance with a. and/or b. and/or to c. above shall be deemed to be good and sufficient service on the Defendants of the said Order, the Application Notice, Claim Form and evidence in support of the Application and any future documentation on the date it was so affixed.

#### **VARIATION OR DISCHARGE OF THIS ORDER**

3. The Defendants may each of them (or anyone notified of this Order) apply to the Court on 48 hours written notice to the Claimant's legal representatives to vary or discharge this Order (or so much of it as affects that person). Except that the hours between 5pm on any Friday and 9am on any Monday cannot be counted as part of the 48 hours' notice period.
4. Any person, other than the First-Fifth Defendants, who wishes to be heard under paragraph 3 must apply to the court to be added as a named defendant to these proceedings and must provide their names and contact details in the application.

#### **COSTS OF THE APPLICATION**

5. Costs reserved.
6. Liberty to apply.



## **GUIDANCE NOTES**

### **Effect of this Order – The Defendants**

A Defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.

### **Effect of this Order - Parties other than the Claimant and Defendants**

It is a Contempt of Court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined or have his assets seized.

The grant of this order does not prevent the Defendants from raising any objection of law, practice, justice or convenience at the Return Date or other hearing before the court.

### **Interpretation of this Order**

1. In this Order, the words “the Land” means land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Number K871684 edged red on the attached plan.
2. In this Order, where there is more than one Defendant (unless otherwise stated) references to “the Defendants” means each or all of them.
3. A requirement to serve on “the Defendants” means on each of them. However, the Order is effective against any Defendant on whom it is served.
4. An Order requiring “the Defendants” not to do anything applies to all Defendants.
5. In this Order, the Sixth Defendant identified only as “Persons Unknown” refers to those adult persons who are not named Defendants to this Application who have an interest in the Land and/or intend to carry out further works to the Land and/or intend to occupy the Land.

## **Communications with the Court**

All communications to the Court about this Order should be sent to Room WG08, Royal Courts of Justice, Strand, London, WC2A 2LL (020 7947 6010). The offices are open between 10 a.m. and 4.30 p.m. Monday to Friday except holidays.

## **SCHEDULE A**

### **Evidence**

The Judge read the following written evidence before making this Order:-

1. First Witness Statement of Andrew Culley dated 15<sup>th</sup> May 2025
2. First Witness Statement of Leanne Tarling dated 15<sup>th</sup> May 2025
3. First Witness Statement of Heather Stevens dated 22<sup>nd</sup> May 2025
4. Second Witness Statement of Andrew Culley dated 22<sup>nd</sup> May 2025

## **SCHEDULE B**

### **Undertakings given to the Court by the Claimant:-**

1. As soon as practicable the Claimant will serve on the named Defendants a sealed copy of this Order and evidence together with Counsel's skeleton argument for the hearing in support pursuant to the Order for alternative service herein.
2. As soon as practicable the Claimant will serve on the named Defendants the sealed Claim Form in this action claiming the appropriate relief.
3. To use the Claimant's best endeavours to effect personal service on the named Defendants.

### **Name and Address of Claimant's Legal Representatives:-**

Ms Izindi Visagie  
Ivy Legal Ltd  
4<sup>th</sup> floor, 33 Cannon Street  
London  
EC4M 5SB

Tel: 02037455896  
Email: izindi@ivylegal.co.uk

**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**DATED 23<sup>rd</sup> May 2025**

**IN THE MATTER**

**B E T W E E N:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

**(1) BILL LEE**

**(2) BILL LEONARD LEE**

**(3) WESY BILL WALLY LEE**

**(4) ROY CHRISTOPHER DRAPER**

**(5) ALBIE JOHN WILKINS**

**(6) PERSONS UNKNOWN (being those, whether the extended family of the First to Fourth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Number K871684)**

**Defendants**

---

**INJUNCTION ORDER**

---

**PENAL NOTICE**

**IF YOU THE WITHIN NAMED DEFENDANTS, BILL LEE, BILL LEONARD LEE, WESY BILL WALLY LEE, ROY CHRISTOPHER DRAPER, ALBIE JOHN WILKINS AND PERSONS UNKNOWN**

***DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT OR FINED OR YOUR ASSETS SEIZED***

Ms Izindi Visagie, Ivy Legal Ltd  
Tel: 02037455896  
Email: [izindi@ivylegal.co.uk](mailto:izindi@ivylegal.co.uk)

Solicitors for Tunbridge Wells Borough Council

**IN THE HIGH COURT OF JUSTICE**

**Claim No. KB-2025-001739**

**KING'S BENCH DIVISION**

**IN THE MATTER OF S.187B OF THE TOWN AND COUNTRY PLANNING ACT 1990**

**BEFORE THE HONOURABLE MR JUSTICE EYRE**

**DATED 16<sup>th</sup> May 2025**

**B E T W E E N : -**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**and**

**(1) MICHAEL LARTER**

**(2)**

**(3)**

**(4) BILL LEE**

**(5) PERSONS UNKNOWN (being those, whether the extended family of the Second to Fourth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as "Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent" registered at HM Land Registry under Title Numbers K871684)**

**Defendants**



**KB-2025-001739**

---

**INJUNCTION ORDER**

---

**PENAL NOTICE**

**IF YOU THE WITHIN NAMED: MICHAEL LARTER, BILL LEE AND PERSONS UNKNOWN**

***DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT OR FINED OR YOUR ASSETS SEIZED. ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.***

## **IMPORTANT**

1. This Order prohibits you from doing the acts set out in this Order. You should read the terms of the Order and the guidance notes very carefully. You are advised to consult a solicitor as soon as possible. You have a right to ask the Court to vary or discharge the Order.
2. If you disobey this order you may be found guilty of Contempt of Court and may be sent to prison or fined. In the case of a Corporate Defendant, it may be fined, its Directors may be sent to prison or fined or its assets may be seized.

On the 16<sup>th</sup> May 2025 Mr Justice Eyre considered the Application brought by Tunbridge Wells Borough Council (“the Claimant”) for an injunction supported by the Witness Statements listed in Schedule A and accepted the undertakings listed in Schedule B at the end of this Order.

**UPON** hearing Counsel for the Claimant, upon reading the witness statements listed in Schedule A and upon accepting the undertakings listed in Schedule B

**IT IS ORDERED THAT UNTIL 23<sup>rd</sup> May 2025 (the Return Date) OR FURTHER ORDER:**

### **THE INJUNCTION**

1. In relation to the Land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Numbers K871684, TT171000, TT171757 (the Land) as shown edged red on the attached plan, the Defendants whether by themselves or by instructing, encouraging or permitting any other person must not use the Land or carry out works to the Land in breach of planning control and, in particular, must not:
  - i. Allow the use of the Land, save for the area edged blue, for human habitation or residential occupation or any other purpose in breach of planning control;
  - ii. Bring onto the Land any touring caravans and/or mobile homes (over and above the one mobile home existing on the Land) for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
  - iii. Bring /erect/install any buildings or structures on the Land for the purposes of human habitation or residential occupation or any other purpose in breach of planning control;



- iv. Bring onto the Land any portable structures including portable toilets and any other further items and paraphernalia for purposes associated with human habitation or residential occupation or any other purpose in breach of planning control;
- v. Bring onto the Land any further waste materials and/or hardcore and/or like materials for any purpose, including the further creation/laying of hardstandings or hard surfaces, in association with the use of Land for the stationing of caravans and/or mobile homes for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
- vi. Carry out any further works in relation to the formation of paths, roadways or any works including the provision of sewerage, water and electricity infrastructure associated with the use of caravans and/or mobile homes for the purpose of human habitation or residential occupation or any other purpose in breach of planning control;
- vii. Carry out any further works to the Land associated with or in preparation for its use for stationing caravans/or mobile homes or for the erection of a building and/or any structure for human habitation or residential occupation or any other purpose in breach of planning control;
- viii. Undertake any further development on the Land as defined in section 55 of the Town and Country Planning Act 1990 without the express grant of planning permission.

**IT IS FURTHER ORDERED THAT:**

**ALTERNATIVE SERVICE**

2. Service of this Order and related documentation may be effected by:

- a. the posting of sealed copies of the said Order, the Application Notice, the Claim Form and evidence in support of the Application and any future documentation in a transparent waterproof envelope in a prominent position on the Land;
- b. advertisement on the Claimant's website and social media sites which it considers might be reasonably bring this Order to the attention of the Defendants;
- c. service at any mobile homes, caravans, static homes of other dwellings already on the Land

and such posting/advertisement in accordance with a. and/or b. and/or to c. above shall be deemed to be good and sufficient service on the Defendants of the said Order, the Application Notice, Claim Form and evidence in support of the Application and any future documentation on the date it was so affixed.

### **THE RETURN DATE**

3. There shall be a hearing at 10.30am on 23<sup>rd</sup> May 2025 (the Return Date) with a time estimate of 2 hours at the Royal Courts of Justice, unless the named parties consent in writing that no such hearing is necessary. On the Return Date, the Defendants can make, if so advised, representations in relation to the continuation, variation or discharge of the Order.

### **VARIATION OR DISCHARGE OF THIS ORDER**

4. The Defendants may each of them (or anyone notified of this Order) apply to the Court on 48 hours written notice to the Claimant's legal representatives to vary or discharge this Order (or so much of it as affects that person). Except that the hours between 5pm on any Friday and 9am on any Monday cannot be counted as part of the 48 hours' notice period.
5. Any person, other than the First-Fourth Defendants, who wishes to be heard under paragraphs 3 or 4 must apply to the court to be added as a named defendant to these proceedings and must provide their names and contact details in the application.

### **COSTS OF THE APPLICATION**

6. Costs reserved.
7. Liberty to apply.

## **GUIDANCE NOTES**

### **Effect of this Order – The Defendants**

A Defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.

### **Effect of this Order - Parties other than the Claimant and Defendants**

It is a Contempt of Court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be sent to prison, fined or have his assets seized.

The grant of this order does not prevent the Defendants from raising any objection of law, practice, justice or convenience at the Return Date or other hearing before the court.

### **Interpretation of this Order**

1. In this Order, the words “the Land” means land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Numbers K871684 edged red on the attached plan.
2. In this Order, where there is more than one Defendant (unless otherwise stated) references to “the Defendants” means each or all of them.
3. A requirement to serve on “the Defendants” means on each of them. However, the Order is effective against any Defendant on whom it is served.
4. An Order requiring “the Defendants” not to do anything applies to all Defendants.
5. In this Order, the Fifth Defendant identified only as “Persons Unknown” refers to those adult persons who are not named Defendants to this Application who have an interest in the Land and/or intend to carry out further works to the Land and/or intend to station caravan and/or mobile homes on the Land for the purpose of human habitation and/or residential occupation or any other purpose in breach of planning control.

## **Communications with the Court**

All communications to the Court about this Order should be sent to Room WG08, Royal Courts of Justice, Strand, London, WC2A 2LL (020 7947 6010). The offices are open between 10 a.m. and 4.30 p.m. Monday to Friday except holidays.

### **SCHEDULE A**

#### **Evidence**

The Judge read the following written evidence before making this Order:-

1. First Witness Statement of Andrew Culley dated 15<sup>th</sup> May 2025
2. First Witness Statement of Leanne Tarling dated 15<sup>th</sup> May 2025

### **SCHEDULE B**

#### **Undertakings given to the Court by the Claimant:-**

1. As soon as practicable the Claimant will serve on the named Defendants a sealed copy of this Order and evidence together with Counsel's skeleton argument for the hearing in support pursuant to the Order for alternative service herein.
2. As soon as practicable the Claimant will serve on the named Defendants the sealed Claim Form in this action claiming the appropriate relief.
3. To use the Claimant's best endeavours to effect personal service on the named Defendants.

#### **Name and Address of Claimant's Legal Representatives:-**

Ms Izindi Visagie  
Ivy Legal Ltd  
3<sup>rd</sup> Floor, 26 Finsbury Square  
London  
EC2A 1DS

Tel: 02037455896  
DX:353 XX  
Email: izindi@ivylegal.co.uk

**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**DATED 16<sup>th</sup> May 2025**

**IN THE MATTER**

**B E T W E E N:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**-and-**

**(1) MICHAEL LARTER**

**(2)**

**(3)**

**(4) BILL LEE**

**(5) PERSONS UNKNOWN (being those, whether the extended family of the First to Fourth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Numbers K871684)**

**Defendants**

---

**INJUNCTION ORDER**

---

**PENAL NOTICE**

**IF YOU THE WITHIN NAMED DEFENDANTS,  
MICHAEL LARTER, BILL LEE AND PERSONS  
UNKNOWN**

***DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN  
CONTEMPT OF COURT AND LIABLE TO IMPRISONMENT  
OR FINED OR YOUR ASSETS SEIZED***

Ms Izindi Visagie, Ivy Legal Ltd  
Tel: 02037455896  
DX:353 XX  
Email: [izindi@ivylegal.co.uk](mailto:izindi@ivylegal.co.uk)

Solicitors for Tunbridge Wells Borough Council





IN THE HIGH COURT OF JUSTICE

CL NO.

BEFORE MR JUSTICE EYRE

BETWEEN:

TUNBRIDGE WELLS BOROUGH  
COUNCIL

Claimant

-and-

Defendants

- (1) MICHAEL LARTER
- (2) CURTIS LOVE
- (3) KEITH JEEVES
- (4) BILL LEE
- (5) PERSONS UNKNOWN  
(being those, whether the  
extended family of the Second  
to Fourth Defendants or  
otherwise, with an interest in  
or intending to undertake  
works or intending to occupy  
land known as "Land between  
Kilndown Poultry Farm and  
Evanden Farm, Church Road,  
Kilndown, Cranbrook, Kent"  
registered at HM Land  
Registry under Title Numbers  
K871684, TT171000,  
TT171757

---

NOTE OF THE HEARING ON 16 MAY 2025

---

**Hearing (without notice) in Court 37 for an urgent injunction**

Before Mr Justice Eyre

Ms Emmaline Lambert appeared for the Applicant. The Respondents did not appear and were not represented.

*Started at 15:47*

Court associate called on the case.

J: Yes.

EL: I appear on behalf of Tunbridge Wells Borough Council in this application without notice for an interim injunction. I'm grateful it's being heard on short notice. I understand you may have only just received the papers.

J: Have looked at application notice, witness statement ...

EL: Those are the key documents. I can assist with relevant parts of the documents as I go through my submissions.

J: Yes, carry on.

EL: May I address the without notice aspect first. I acknowledge that it is irregular to seek an injunction without notice but it is urgent. Forewarning would frustrate the purpose of seeking the order. The land with which the application is concerned is sensitive in planning and environmental terms. This increases the need to ensure that no further damage is incurred. It is quite some way away from the nearest settlement. The land is within the national landscape AONB. Section 85 of the Countryside and Rights of Way Act says that there is a need to seek to further the purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty. At p.67 of the paginated bundle there is a summary of the relevant policies that apply to the different designations that are on this land. It is helpful to turn that up. I'm just going to find it myself, my Lord. On that page is exhibit AC/6. Para 189 of the NPPF says great weight should be given to conserving and enhancing landscape and scenic beauty in National Parks, the Broads and National Landscapes which have the highest status of protection in relation to these issues. The conservation and enhancement of wildlife and cultural heritage are also important considerations in these areas, and should be given great weight in National Parks. That's to set the context in relation to that. There are also local policies in play. Harm should be avoided. The site lies within 400m of a SSSI. If my Lord looks at p.65 these are sites of scientific interest. Also a national designation. That plan on p.65 shows the redline and also the SSSI. The land is within the buffer zone of the SSSI so there is a risk of harm that needs careful consideration.

Mr Culley also refers to ancient woodland.

In order to explain the without notice point in terms of wishing to ensure no further damage is caused I need to explain the sensitivity of the site.

P.65 the exhibit shows the redline of the land. Also shows the ancient woodland.

J: Yes.

EL: And if I take My Lord back to p.67. You will see that para.193 is the paragraph of the NPPF that says When determining planning applications, local planning authorities should apply the following principles, development resulting in the loss or deterioration of irreplaceable habitats (such as ancient woodland and ancient or veteran trees) should be refused, unless there are wholly exceptional reasons<sup>70</sup> and a suitable compensation strategy exists. That's just to explain that ancient woodland is irreplaceable habitat according to national policy, again making the site extremely sensitive. Mr Culley also references a heritage asset only 160m away.

The laying of hardcore, installing foul drainage, bringing a mobile home causes harm. It is a breach of planning control. It shows a blatant disregard for planning control. There is also a real risk of environmental harm, hence the need for the without notice injunction. But another reason for the without

notice injunction is that last weekend Mr Lee moved onto the site with his family. I'll come in a moment to how the land has been divided up into parcels.

Bringing mobile homes onto the land does happen in hours. Waiting any longer means more environmental harm. The more work that is done is the more work that will have to be undone.

Mr Culley explains in his witness statement why the without notice has been made. If I can talk about each of the defendants:

In the bundle on p.60 Mr Culley has here produced a plan and he has renamed the plots 1a 1b 2 3. Originally all of these plots and the one above it which has got 4 on it, were the same plot in the name of the first defendant.

Over the last year he has sold off these individual fields. And on p.61 is a table Mr Culley has produced to show how ownership has changed and when it has changed.

While land registry shows land still in ownership in the name of Mr Larter, plot 1a has been subdivided into three plots. It still shows on the land registry as being in the name of Mr Larter. That is the concern. Looking at the witness statement of Ms Tarling ...

J: She speaks in strong terms about Mr Larter but she doesn't exhibit any material to back that assertion. She doesn't exhibit details of the refusal of permission, details of alleged breaches of planning control. How can I attach weight to that without the underlying material?

EL: Mr Larter is known to the authorities as having a blatant disregard for planning control.

I appreciate that you will not have seen the underlying material. This has all happened late last night. The statement was finalised late last night as well. She has given details of PCN. It has a statement of truth attached to it.

J: Where is the reference?

EL: At para.5

J: Yep.

EL: Ms Tarling has made a statement. There is a statement of truth attached to it. She is an officer of the council. This is her area. She says she's had dealings with him.

J: I accept she's had dealings with him. She seems to characterise him as having no respect for the council. I'm afraid that's not a ground for granting an injunction. If I am to proceed on the basis he's a bad sort ...

EL: At para.4 of Ms Tarling's witness statement she talks about the site as having a TPO, it's outside limits of built development. It has ancient woodland status. It's been used for fly tipping ...

I understand the court doesn't have underlying info about it but she's saying these are also sensitive sites which has meant at the very least the council has had to investigate and take action.

Given the council's position on Mr Larter and what the court knows about Mr Lee, the council's position is there would be harm if either were notified.

J: Lee says he's going to put up fencing. There's no suggestion he's done anything else?

EL: Ms Tarling's witness statement suggests there are further reports coming in. She went back to site yesterday afternoon. At para.6 she says she revisited site ... on attendance she noticed additional hardstanding. The land was occupied by Mr Lee. While on site she saw Mr Lee's partner. She confirmed the family was living on site. Mr Lee had undertaken further works.

J: It is not clear to me whether those works were simply the fence or something else.

EL: It's the hardstanding.

[EL checked with Mr Culley]

So, Mr Culley confirms that he has spoken to Ms Tarling. He confirms there is hardstanding at entrance and 18sqm is within the plot Mr Lee is occupying and that is new since Ms Tarley went on Monday.

J: What you're seeking is requiring Mr Lee and his family to leave?

EL: No my Lord. At the front of the court bundle - it starts on p.22. It might need some explanation actually.

J: Para.1...

EL: Para.1. It says "save for the area edged in blue"

J: Oh I see, save for the area edged in blue.

EL: Yes that's where Mr Lee is. To be clear, this is a 'holding the ring' injunction. The council doesn't intend to include any mandatory steps at all. The fear is that ... he may possibly bring on more caravan homes etc.

J: Para.30 of Culley's witness statement. On what basis is that justifying going without notice?

EL: The council's fear is that notifying those defendants would mean other defendants would be notified.

J: What's the basis for that?

EL: There's no hard evidence. These plots are adjacent to each other. The other occupants might see that something's going on.

We'd hoped to be in this morning.

J: What was the delay?

EL: Issues with filing and having the claim accepted. When Ms Tarling went on the site on Friday Mr Jeeves was there. He was removing items from the land. That's a good thing. He was asked to remove the items and he's doing it. But his application was refused on 1 May. Mr Lee moves in on 9 May, just a week later. Where Mr Lee is living is subdivided into three plots which suggests further occupation. He has no planning permission. Planning permission has been refused so what is Mr Jeeves using the land for? Mr Lee says he bought it from someone on Facebook. The council can't find any information on that. There's a feeling of activity and the council feels people may move on to the land quickly.

Those are the reasons for making the application without notice.

J: Tell me what you say otherwise about the merits.

EL: The fear is the use of the land will be changed. On p.35 of the bundle – Mr Culley says at para.23 that there's significant visual harm, incongruous development, harm to the landscape... it's not in a sustainable location. It's four miles away from the nearest village. There is concern regarding highway safety. To give a flavour of how inappropriate development is in this location. Mr Culley's witness statement - he set out the planning history and other planning decisions. That first planning application was made by Mr Jeeves – he sought to change use of land to equestrian ... . You can see that was refused on highway safety and natural landscape grounds. Even change of use of land from agricultural to equestrian is considered harmful, let alone mobile homes on the land. The injunction is sought to prevent planning harm.

Mr Culley deals at para.22 with why other enforcement options are not appropriate at this point. The council has other tools but the problem with a stop notice or enforcement notice is that in terms of enforcing refusal to comply it's criminal proceedings. That's lengthy. And the enforcement notice does not ensure that anticipated development is stopped.

If I just go back to each defendant and how the plots are arranged. All plots were in Mr Larter's ownership to begin with. On p.48 are entries ... it has now been parcelled up. You can see there is/are apps pending against this title. That also increases the council's fears - could there be other sales that have been made? Plot 1 has been subdivided into three now. On plot 1a development has already taken

place. The council fears further development to facilitate further residential use on site. Further works have taken place this weekend despite being told to cease – this shows disregard. It fortifies the council's views about his further intentions.

The photograph on p.75 – that's extensive fencing. Not just post and rail fencing to delineate where the plots start and end. That is significant fencing.

On p.76 - hardcore and the pipes can be seen.

J: So this is Mr Lee's?

EL: Yes. This is the work he's undertaken without planning permission. More hardcore can be seen. On p.81 - the extent of the hardcore and mobile home. The extent of the fencing. Described as suburban fencing. The extent of hardcore and fencing - it's high fencing. Just to close off this point, if I take you back to p.37 - Mr Culley tells the court plot 1a has been subdivided into 3 parcels - council has real fears about further occupation.

So those are the concerns in respect of plot 1a. Mr Larter being owner of plot 1a, Mr lee being occupier as far as the council knows on at least part of plot 1a. In terms of Jeeves can I take you to p.53.

J: Yes

EL: Mr Jeeves paid £138k for that plot. There is hardstanding on that site which Ms Tarling says has been there for some time. Mr Jeeves no doubt if he was present would say he's complying with the council's request to tidy his site.

If my Lord goes to the last photograph on p.85 that is Jeeves's site. You can just about make out the horse, there's a trailer there. My instructions are there is a septic tank. That caused concern to the council but Jeeves has removed that. However his planning application for equestrian use was refused only two weeks ago. What can he now use that land for?

J: He's entitled to sell his land.

EL: He is absolutely. The fear is it may be sold to other gypsy families next door. Mr Larter – there's been no contact. The fears are this is all in Mr Larter's ownership. There have been sales, there's been activity, there's been unlawful development. That's the council's fear. Once occupation is taken up, considerable resources are needed to attempt to enforce. What the injunction seeks is to stop the defendants from doing what they are not allowed to do.

That deals with the named defendants.



Regarding persons unknown, the recent UK Supreme Court judgment is discussed in my skeleton argument. The criteria are met in my submission. To ensure full and frank disclosure has been made - the council does have a duty to maintain a five year supply of pitches. It has a 3.2 year supply. If Mr Lee were here today he would no doubt say there isn't enough supply. The council has been careful to make criteria based policy. H9.

If gypsies and travellers need land they can make an application in normal way. They have been found to be sound criteria in council's local plan. Mr Lee has failed to do that.

J: Other than subdividing land, what has Mr Larter done?

EL: Mr Larter owns all of plot 1a and that land has been subdivided which in the council's view is highly likely to lead to occupation. The other concerns come from Ms Tarling's witness statement. He is known to the council. The council's position is that he does demonstrate a disregard for planning control. As we saw, the applications pending against his title - it's not known where they may sit at the moment.

... Mr Jeeves has said he has no intention of occupying but Mr Larter has already sold land to Mr Lee.

The council is preparing enforcement notices in respect of the hardstanding Mr Jeeves placed on plot 2, and also in respect of Mr Lee but that is the mechanism by which council achieves restitution as opposed to cessation of activity on the land.

Considering the test in *American Cyanamid* – There is a serious issue to be tried given planning breaches already taken place. The balance of convenience lies in favour of the local authority, and damages are not an adequate remedy.

The council needs the injunction to ensure harmful works are not undertaken on the land.

One final point to make is that it's become clear to me through the discussion in court that the court may become concerned about the defendants ...

The court can consider a smaller red line.

J: I'm not going to criticise you for adopting a fallback position. Why 14 days [in the draft order]?

EL: Often in these injunctions I have put a 7-day return date. It might take them, especially Mr Lee, some time to find representation. Then there's the bank holiday Monday. Bank holiday weekends are notoriously used for unlawful occupation to take place. Mr Culley is not available immediately after bank holiday weekend.

J: The difficulty is it's the vacation period. Your submission is that a week would not be long enough?

EL: That's often been my experience but if the defendants didn't have time they could also apply for the return date to be extended.

J: Is there any thing else?

EL: No those are my submissions.

J: I will give relief against Mr Lee and Mr Love and persons unknown. Not against the others.

### Judgment delivered ex-tempore

#### Judgment

I grant relief against Larter, Lee and Persons Unknown (PU), not against Jeeves and Love.

#### *Reasons*

The Claimant is the local council and local planning authority for land at church road, kilndown, Cranbrook.

Seeks without notice injunctive relief in respect of that land in respect of 4 named individuals and persons unknown. Contends that taken place and potentially will take place breaches of planning control

Seeks relief s.187B TCPA 1990

The land is in the open countryside. It is established as land of sensitivity itself and more sig close to other areas of greater national sens and as such is highly protected under the planning legislation.

The claimant has been caused to seek relief by combination of number of actions.

Registered in ownership of Larter but has been sub divided and he has disposed of ownership of 4 plots so total of 5 plots. In particular plots 1a, 1b, 2, 3 and there has been activity on at least plot 1a with the introduction on to that plot of a caravan occupied by Mr Lee the 4<sup>th</sup> def and his family and the laying of hardstanding and erection of substantial fencing consisted of concrete base and fence panels attached. In addition hardstanding on other parts of the land.

Nec to look at the position of defendants separately.

Mr Larter is registered as all of the land but has sold parts of it. It is said that he is a man with history of disregard of planning leg and ref made to Ms Tarling WS in relation to behaviour at sites. I have to treat her characterisation with considerable reservation. It is in strong terms and save for the fact that it indicates a PCN served in June last year in respect of other land is not supported by underlying material that would have been helpful. That said, it is apparent that Mr Lee has sold off, hardstanding has appeared and Mr Lee moved on to part.

The second defendant is Mr Love is the owner of plot 3. Go back one stage.

As consequence of Mr Larter and Mr Lee the concern is that actions are being taken without planning control but in a manner deliberately to be under radar or steal a march on authority and underlying concern that as appears to have been the case in relation to plot occupied by Mr lee a movement on by G&T caravans with residential occupation taken in this area.

The concern is that Mr Larter is benefitting from or facilitating that conduct.

As I said, Mr Love is 2<sup>nd</sup> def

He owns plot 3. That is relatively narrow plot and Mr Culley says no activity and no dealings with him but immediately adj to Mr Lee and fear to sell for resi purposes.

Mr Jeeves owns plot 2. He made a planning application in respect of that plot for equestrian purposes. Refused on 1<sup>st</sup> May. Since then Mr Jeeves has in fact been removing unauthorised items from that land and he has I'm told indicated to the Council he does not intend to reside on it himself. The concern as with Mr Love could be disposed of or those 2 gentlemen could allow others to occupy in the way Mr Lee has.

Mr Lee has moved on to part of plot of 1b which has been subdivided into 3 plots. He describes himself as G&T and moved on with 4 children aged between 2 and 8. Spoken to by Mr C on 12<sup>th</sup> May. At that stage agreed to carry out no further work other than fencing to protect himself. Continued to erect fencing but appears hardstanding appeared.

Relief against persons unknown. The concern being that GTs and or others will move on to or develop this site.

First thing to consider is whether relief given on a WN basis.

The Claimant seeks relief on that basis against all defendants.

Mr L and L fear that if notice given further action or Mr L cause other s to come on to the land.

Not put in those terms against L and J – concern is that they would either deliberately or inadvertently alert Mr L and L to what going on. They could sell their land but selling land is a lawful occupation and fact that they choose to get out of awkward legal situation is not something the court could castigate. In reality unlikely t be sold in such short order as to abrogate at least giving some notice.

As said, granting relief without notice draconian and should only happen when gen nec.

Not persuaded WN relief needed against Love or Jeeves and not granting relief on that basis against them.

Not ruling on whether if application with notice made I or other judge might find merit but the pre-req for draconian step not been made out.

Satisfied that in Larter and Lee and PU there is sufficient risk of action to forestall to warrant without notice application.

Next issue is whether relief should be granted.

Approach is American Cyanamid modified appropriate to circumstances here.

Has a serious issue been shown, would damages be an adequate remedy and where does balance of conv lie?

Claimant public body with obligations to enforce law and the HR considerations of residents. Satisfied that a serious issue to be tried has been shown in respect of potential breaches of the planning leg and sufficient concern to show a risk of continuation and or further development of such breaches. It's apparent damages not an adequate remedy here and procedure through planning enf is less than ideal solution in circumstances where harm can be done to highly sensitive sites with the risk of the harm being even if reparable to a degree then not entirely reparable.

Initially concerned about plot occupied by Mr Lee and family. Helpfully pointed out that relief is not to at this stage to remove him from the plot.

I have regard to the need to recognise the interests of those from the G& T community, but I am satisfied that at least at interim relief those interests do not arise on this highly sensitive site.

Accordingly follows that relief against Larter and Lee and PU appropriate. PU bec I'm persuaded that at least for this app sufficient risk that others move on in same way as Lee and Larter and Lee sufficient risk of encouraging and or facilitating such conduct.

Reasons why grant relief but not against Love and Jeeves.

Let's look then at the order ms lambert.

Mrr love and jeeves come out. Area of land will need to be drawn. Land edged blue is lee's plot isn't it?

EL : Yes.

J:

Is there anything in terms of the order which I haven't already picked up which is out of the ordinary?

EL: No.

J: In terms of the return date, our choice is this ms lambert. Between fri 23rd or sometime 4 of june onwards. I think I'm going to have to say sooner rather than later. So return date 23 of may. Time estimate?

El: 2 hours to allow for time in case both sides are represented?

J: Yes.

El: my lord obviously those amendments will be made. Your lordship's name inserted as well. I'm not sure ... I haven't been able to check whether we have a claim number yet. ... the plan will be amended that will come through with the order as well.

How much time do we have to send it through? The Council wants to serve today.

J: Provided it reflects those amendments I don't need to see it again but it will need to be amended before being sealed and I will leave the associate to liaise with you on that. You'll have to serve your note of my reasons.

EL: My pupil sitting behind me has been taking a careful note and that will be served with the pack

J: It will have to be served to Jeeves and love as well. It will have to be made abundantly clear that the order does not apply to them. The draft order will not only have to be accompanied by my note but their names also need to come out of the penal notice.

They will be notified as parties to the claim but not subject to the injunction.

El: yes my lord.

Ended at 16:48

**IN THE HIGH COURT OF JUSTICE    Claim No:  
KING'S BENCH DIVISION**

**IN THE MATTER OF PROCEEDINGS**

**B E T W E E N:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

**(1) MICHAEL LARTER**

**(2) CURTIS LOVE**

**(3) KEITH JEEVES**

**(4) BILL LEE**

**(5) PERSONS UNKNOWN (being those, whether the extended family of the Second to Fourth Defendants or otherwise, with an interest in or intending to undertake works or intending to occupy land known as "Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent" registered at HM Land Registry under Title Numbers K871684, TT171000, TT171757)**

**Defendants**

---

**SKELETON ARGUMENT ON BEHALF OF THE CLAIMANT  
IN SUPPORT OF AN APPLICATION FOR AN INTERIM  
INJUNCTION**

---

*References are to Witness Statement paragraphs [WS/X]*

**Essential Reading:**

1. Application Notice
2. Draft Order
3. Witness Statements of Andrew Culley and Leanne Tarling



## **INTRODUCTION**

1. Tunbridge Wells Borough Council (“the Claimant”) seeks an interim injunction in relation to the land known as “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent ” registered under title numbers K871684, TT171000, TT171757 shown edged red on the plan attached to the draft order.
2. The Claimant is the Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act") for an area including the Land.
3. The Land was, until recently, all within title number K871684 in the ownership of the First Defendant. Over the last year, parcels have been sold and/or sub-divided as follows:

<b>Title</b>	<b>Last date of change</b>	<b>Owner</b>	<b>Comments</b>
K871684  Plots 1(a) & 1(b)	02/02/2024	Michael Larter First Defendant	Plot 1a has been further sub-divided into 3 plots with one occupied by Bill Lee, Fourth Defendant, on 9 <sup>th</sup> May
TT171000  Plot (3)	08/08/2024	Curtis Love Second Defendant	
TT171757  Plot (2)	03/09/2024	Keith Jeeves Third Defendant	

4. The First – Third Defendants are registered owners of parcels of the Land (see WS/JA §8). The Fourth Defendant has an interest in the Land, is occupying part of the Land and is believed to own a parcel of the Land although not registered.

Persons Unknown

5. The Fifth Defendant identified only as “Persons Unknown” refers to those persons who are not named Defendants to this Claim who have an interest in the land or in undertaking works to the Land or intending to undertake works to the Land or entering onto the Land intending to occupy the Land in breach of planning control. The Claimant relies upon paragraph 21.2 of the Practice Direction Part 49E and s.187B (3) of the 1990 Act in support of seeking an Order against “Persons Unknown”.
6. The Claimant is aware of the guidance of the Supreme Court in *Wolverhampton City Council and Others v London Gypsies and Travellers and Others* [2023] UKSC47. The *Wolverhampton* judgment of the Supreme Court provides that the granting of injunctions against “newcomers” is not constitutionally improper [170] and, in relation to breaches of public law, including planning law, local authorities are empowered to seek injunctions by statutory provisions.
7. In section 5 of the judgment [187ff] the Supreme Court considered the practical application of the principles affecting an application for a newcomer injunction against Gypsies and Travellers and the safeguards and provided the guidance. It is submitted that the safeguards are met in this case:

- i. Compelling justification for the remedy. This includes consideration of the obligation/duty to provide sites for Gypsies and Travellers [190], Needs assessments, planning policy, other statutory powers available and byelaws. Tunbridge Wells Borough Council has an emerging Local Plan which has been through an extensive examination process and will be adopted shortly. As set out in the witness statement of Mr Culley (WS/41), the relevant policy, H9, can be afforded significant weight and the policy was underpinned by a proper evidence base and Needs Assessment. Policy H9 is a policy specifically for Traveller Accommodation. Planning applications should comply with policy H9 and the development on the Land is contrary to planning policy and other statutory powers are not effective;
- ii. Evidence of threat of abusive trespass or planning breach – it is submitted that there is more than a sufficiently real and imminent risk as evidence shows that works have already been undertaken (WS/17-18) on plot 1b. Furthermore, plot 1b has been further sub-divided. Plot 1a is owned by Mr Larter who has been dividing and selling the land-holding. Mr Jeeves has had a failed planning application (WS/8). There has been significant activity in terms of dividing, sales, sub-dividing, failure to obtain planning consent and occupation over recent months which all leads the Council to believe that further breaches are imminent.
- iii. Identification or other definition of the intended respondents to the application - it is impossible to name the persons as (a) it is not

known those undertaking works and (b) it is not known who future potential occupants may be but the Claimant has attempted to define them as precisely as possible;

- iv. The prohibited acts - the terms of the injunction correspond to breaches that are feared will take place if not restrained and it is submitted that the terms of the injunction order are clear and precise – furthermore, the terms simply tell those potentially affected not to do that which they are not allowed to do without express planning permission;
- v. Geographical and temporal limits - the injunction has clear geographical limits as outlined on the plan attached to it and has temporal limits in that it provides a Return date;
- vi. Effective notice of the order - it is possible to give effective notice by virtue of the Alternative Service provision;
- vii. Liberty to apply has been included;
- viii. Costs protection – there is no evidence that this is appropriate in this matter;
- ix. Cross-undertaking - there is no cross-undertaking and it is submitted this is not appropriate in this case.

- 8. The Claimant is of the view that actual breaches of planning control have taken place, and there is a real risk of further breaches and it apprehends further operational development and material change of uses taking place in breach of planning control across all the parcels previously within the

single land-holding. The order simply holds the ring and maintains the status quo.

## **THE POWER TO GRANT AN INJUNCTION**

9. Section 187B of the Town and Country Planning Act 1990 (as amended) ('the 1990 Act') provides as follows:

- “(1) *Where a local planning authority consider it necessary or expedient for any actual or apprehended breach of planning control to be restrained by injunction, they may apply to the court for an injunction, whether or not they have exercised or are proposing to exercise any of their other powers under this Part.*
- (2) *On an application under subsection (1) the court may grant such an injunction as the court thinks appropriate for the purpose of restraining the breach.*
- (3) *Rules of court may provide for such an injunction to be issued against a person whose identity is unknown.*
- (4) *In this section "the court" means the High Court or the county court.”*

10. The leading authority on the exercise of the Court's discretion to grant injunctions pursuant to section 187B of the 1990 Act is the decision of the House of Lords in the combined appeals known as South Bucks District Council v. Porter [2003] UKHL 558; [2003] 2 AC 558 [ **[20]**] approving the judgment of the Court of Appeal [2001] EWCA Civ 1549; [2002] 1 WLR 1359.
11. The decision of the House of Lords also confirms that the Court has an original jurisdiction in respect of its exercise of discretion to grant an injunction pursuant to section 187B of the 1990 Act **[27]**.
12. In Davis v Tonbridge & Malling Borough Council [2004] EWCA Civ 194, the Court of Appeal summarised the conclusion of the House of Lords in South Bucks District Council v Porter as follows **[34]**:

- 1) Section 187B confers on the courts an original and discretionary, not a supervisory, jurisdiction, so that a defendant seeking to resist injunctive relief is not restricted to judicial review grounds;
- 2) it is questionable whether Article 8 adds anything to the existing equitable duty of a court in the exercise of its discretion under section 187B;
- 3) the jurisdiction is to be exercised with due regard to the purpose for which was conferred, namely to restrain breaches of planning control, and flagrant and prolonged defiance by a defendant of the relevant planning controls and procedures may weigh heavily in favour of injunctive relief;
- 4) however, it is inherent in the injunctive remedy that its grant depends on a court's judgment of all the circumstances of the case;
- 5) although a court would not examine matters of planning policy and judgment, since those lay within the exclusive purview of the responsible local planning authority, it will consider whether, and the extent to which, the local planning authority has taken account of the personal circumstances of the defendant and any hardship that injunctive relief might cause, and it is not obliged to grant relief simply because a planning authority considered it necessary or expedient to restrain a planning breach;
- 6) having had regard to all the circumstances of the case, the court will only grant an injunction where it is just and proportionate to do so, taking account, *inter alia*, of the rights of the person or persons against whom injunctive relief is sought, and of whether it is relief with which that person or persons can and reasonably ought to comply.



13. The well-known principles laid down by the House of Lords in *American Cyanamid Co. v. Ethicon Limited* [1975] AC 396 apply to the Court's exercise of discretion (see 406F, 407G, 408F).
14. It is to be noted that each of the appeals in *Porter* concerned cases where the Local Planning Authority were seeking mandatory injunction orders to remove persons who had taken up occupation of their land in breach of planning control. This application does not seek any mandatory steps. This application for an interim injunction seeks only to preserve the status quo at this point.

### **BREACHES OF PLANNING CONTROL**

15. The evidence available to date clearly demonstrates that there have been breaches of planning control. On plot 1a there has been operational development, engineering operations and a material change of use. Plot 1a is surrounded by Plot 2 (which has its own unauthorised access), Plot 3 and is adjacent to sub-divided plots. Mr Culley sets out that planning permission is required for such works (WS/17-18) and it is unlikely that planning permission would be granted if a planning application was made [WS/32).

### **THE NEED FOR AN INJUNCTION**

16. At WS para 22, Mr Culley sets out why other enforcement options are not appropriate in this case. Firstly, an Enforcement Notice cannot attack an anticipated breach of planning control of which further breaches are expected. Secondly, the process is lengthy. Thirdly, the ultimate sanction for breaching an enforcement notice or a stop notice is criminal proceedings but the penalty is a fine. By the time the Council waits for

further breaches to take place, even more harm will have been caused. Furthermore, if residential occupation is the goal of those doing the works, it can be taken up very quickly and once occupants are on site it is a very lengthy process to remove them.

17. Applying the approach in *American Cyanamid* the Claimant submits that:
  - i. There is a compelling case that works which have taken place will lead to further breaches of planning control on plot 1a. Those breaches make it more likely that there will be similar breaches of planning control on adjacent plots. In other words, there is a serious question to be tried; and
  - ii. The Local Planning Authority cannot adequately be compensated in damages for a breach of planning control.
18. In the premises, the balance of convenience lies in preserving the lawful use of the land and enforcing proper planning control in the public interest.

### **CONCLUSIONS**

19. In the circumstances of the present case, the Claimant submits that an injunction in the terms sought will not involve an interference with the Defendants' Human Rights (as those in occupation are not being required to leave) or, alternatively, any such interference is necessary and proportionate having regard to all the circumstances known to the Claimant at present and the public interest in protecting the environs.
20. In the premises, the Claimant submits that it is appropriate for an injunction to be granted in the terms of the draft Order.

21. The Claimant also seeks an Order for alternative service of any injunction order granted to ensure the earliest possible compliance with proper planning control. In the circumstances, the Court can be satisfied that service by way of the alternative method proposed will come to the attention of the Defendants and will assist in preserving the lawful use of the Land.
22. The Claimant is willing to give the undertakings listed in the draft Order. There is no undertaking as to damages. From *Kirkeleys MBC v Wickes Building Supplies Ltd* [1993] A.C. 227, the court may exercise its discretion not to require such an undertaking, taking into account the circumstances of the case and that the claimant is a local authority with the function of enforcing the law in its district in the public interest. This has more recently been considered in the context of s.187B in the cases of *Basingstoke & Deane BC v Loveridge* [2018] EWHC 2228 (QB) [16] and *South Downs National Park Authority v Daroubaix* [2018] EWHC 1903 (QB) [16].

**EMMALINE LAMBERT**  
CORNERSTONE BARRISTERS  
2-3 GRAY'S INN SQUARE  
LONDON  
16<sup>th</sup> May 2025



## Claim Form (CPR Part 8)

In the High Court of Justice, King's Bench Division

Claim no.

Fee Account no.

Help with Fees -  
Ref no. (if appli-  
cable)

H W F - [ ] [ ] [ ] - [ ] [ ] [ ]

### Claimant

Tunbridge Wells Borough Council  
Town Hall, Mount Pleasant Road, Royal Tunbridge Wells TN1 1RS

SEAL

### Defendant(s)

Michael Larter, 73 Derwent Road, Tonbridge TN10 3HX  
Curtis Love, The Meadows, Breach Lane, Upchurch, Sittingbourne, ME9 7PE  
Keith Jeeves, 22 Hibbs Close, Swanley, BR8 7FA  
Bill Lee, Land between Kilndown Poultry Farm and Evanden Farm, Church Road,  
Kilndown, Cranbrook, Kent, TN17 2RT  
Persons Unknown, Land between Kilndown Poultry Farm and Evanden Farm, Church  
Road, Kilndown, Cranbrook, Kent, TN17 2RT

Does your claim include any issues under the Human Rights Act 1998? ☐ Yes ☒ No

Details of claim (see also overleaf)

(enclosed)

Defendant's  
name and  
address

Michael Larter, 73 Derwent Road,  
Tonbridge TN10 3HX  
Curtis Love, The Meadows, Breach Lane,  
Upchurch, Sittingbourne ME9 7PE  
Keith Jeeves, 22 Hibbs Close, Swanley  
BR8 7FA  
Bill Lee, Land between Kilndown Poultry  
Farm and Evanden Farm, Church Road,  
Kilndown, Cranbrook, Persons Unknown

£

Court fee	646.00
Legal representative's costs	
Issue date	

For further details of the courts [www.gov.uk/find-court-tribunal](http://www.gov.uk/find-court-tribunal).

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Page 192

Details of claim (continued)

Ivy Legal Limited  
4th floor, 33 Cannon Street  
London EC4M 5SB

[enforcement@ivylegal.co.uk](mailto:enforcement@ivylegal.co.uk)

Claimant's or claimant's legal representative's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or e-mail, please add details.

## Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- ☐ **I believe** that the facts stated in these particulars of claim are true.
- ☒ **The Claimant believes** that the facts stated in these particulars of claim are true. **I am authorised** by the claimant to sign this statement.

### Signature

Authorised representative of Ivy Legal Limited

- ☐ Claimant
- ☐ Litigation friend (where claimant is a child or a Protected Party)
- ☒ Claimant's legal representative (as defined by CPR 2.3(1))

### Date

Day

15

Month

05

Year

2025

Full name

Ivy Legal Limited

Name of claimant's legal representative's firm

Ivy Legal

If signing on behalf of firm or company give position or office held

Partner

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>





## **DETAILS OF CLAIM**

1. The Claimant seeks an injunction pursuant to Section 187B of the Town and Country Planning Act 1990 (as amended) to prevent continuing breaches of planning control.
2. The Claimant is the Local Planning Authority for the area including the Land known “Land between Kilndown Poultry Farm and Evanden Farm, Church Road, Kilndown, Cranbrook, Kent” registered at HM Land Registry under Title Numbers K871684, TT171000 and TT171757 (“the Land”).
3. Section 187B of the Town and Country Planning Act 1990 provides that:
  - (1) Where a local planning authority consider it necessary or expedient for any actual or apprehended breach of planning control to be restrained by injunction, they may apply to the court for an injunction, whether or not they have exercised or are proposing to exercise any of their other powers under this Part.
  - (2) On an application under subsection (1) the court may grant such an injunction as the court thinks appropriate for the purpose of restraining the breach.
  - (3) Rules of court may provide for such an injunction to be issued against a person whose identity is unknown.
  - (4) In this section “the court” means the High Court or the county court.
4. As set out in the witness statement of Mr Andrew Culley, Planning Compliance Officer employed by the Claimant, development has taken place in breach of planning control and it is the Claimant’s position that works have been undertaken to prepare the Land for residential occupation and further works are anticipated.
5. The First Defendant is the registered owner of the parcel registered under Title number K871684 although applications are pending. The Second Defendant owns the parcel registered under title number TT171000 and the Third Defendant owns the parcel registered under title number TT171757. The Fourth Defendant has identified himself as living on part of the Land although it is not known if he owns any part of the Land.
6. The Fifth Defendant is identified only as “Persons Unknown” and refers to those persons who are not named Defendants to this Claim who intend to carry out further works to the Land and/or intend to station caravans and/or mobile homes on the Land for the purpose of residential occupation or other purposes in breach of planning control. The Claimant relies upon Paragraph 21.2 of the Practice Direction Part 49E of the CPR. The Claimant is unable to describe the Fifth Defendant with any greater particularity than the description herein.

7. The change of use of the Land for stationing of caravans for residential use is development for the purposes of Section 55 of the Town and Country Planning Act 1990 and requires planning permission. Operational development such as the laying of hardstanding also requires planning permission.
8. The Land is located within the open countryside, outside of settlement boundaries and is located within a National Landscape, in the vicinity of a listed heritage asset, within the vicinity of Ancient Woodland and within the buffer zone for protection of a site of special scientific interest. Any change of use requires full consideration by the local planning authority.
9. The Claimant considers that it is likely that the Defendants are intending to undertake further works to facilitate the residential use of the Land and to bring further mobile homes and residential paraphernalia on to the Land without the benefit of planning permission.
10. In the circumstances set out in the witness statement of Mr Culley and having regard to the provisions of section 187B of the Town and Country Planning Act 1990 and having regard to Human Rights issues and the Equality Act 2010 and all the circumstances of this matter, it is considered necessary and expedient in the public interest to seek an injunction to prevent further breaches of planning control on the Land.
11. In accordance with Practice Direction 49E (Alternative Procedure for Claims), CPR Part 8 applies to this Claim.
12. The Claimant seeks its costs for and incidental to the claim and any other relief the court considers appropriate.

# Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court		Claim no.	
Fee account no. (if applicable)		Help with Fees – Ref. no. (if applicable)	
		HWF- - - - -	
Warrant no. (if applicable)			
Claimant's name (including ref.) Tunbridge Wells Borough Council			
Defendant's name (including ref.) Larter et al			
Date		16 May 2025	

1. What is your name or, if you are a legal representative, the name of your firm?

Ivy Legal Limited

2. Are you a ☐ Claimant ☐ Defendant ☒ Legal Representative  
☐ Other (please specify)

If you are a legal representative whom do you represent?

Claimant

3. What order are you asking the court to make and why?

Urgent Interim Injunction

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☒ at a hearing ☐ without a hearing  
☒ at a remote hearing
6. How long do you think the hearing will last?  Hours  Minutes  
 Is this time estimate agreed by all parties? ☒ Yes ☐ No
7. Give details of any fixed trial date or period  
 16 May 2025
8. What level of Judge does your hearing need?  
 Judge
9. Who should be served with this application?  
 N/A
- 9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- ☒ the attached witness statement
- ☐ the statement of case
- ☐ the evidence set out in the box below

If necessary, please continue on a separate sheet.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☐ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

☒ No



## Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- ☒ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.
- ☐ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

### Signature

Authorised representative of Ivy Legal Limited

- ☐ Applicant
- ☐ Litigation friend (where applicant is a child or a Protected Party)
- ☒ Applicant's legal representative (as defined by CPR 2.3(1))

### Date

Day

1 5

Month

0 5

Year

2 0 2 5

Full name

Ivy legal Limited

Name of applicant's legal representative's firm

Ivy Legal Limited

If signing on behalf of firm or company give position or office held

Partner

Applicant's address to which documents should be sent.

Building and street

4th floor

Second line of address

33 Cannon Street

Town or city

London

County (optional)

Postcode

E	C	4	M	5	S	B
---	---	---	---	---	---	---

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Tunbridge Wells/Kilndown

Email

enforcement@ivylegal.co.uk

Statement on behalf of the Claimant  
Witness: Leanne Tarling  
1<sup>st</sup> Statement  
Dated: 15/05/25  
Exhibits:

**IN THE HIGH COURT OF JUSTICE**

**CLAIM NO.**

**BETWEEN:-**

**TUNBRIDGE WELLS BOROUGH COUNCIL**

**Claimant**

**and**

**(1) MR MICHAEL LARTER  
(2) MR CURTIS LOVE  
(3) MR KEITH JEEVES  
(4) MR BILL LEE  
(5) PERSONS UNKNOWN**

**DEFENDANTS**

---

**WITNESS STATEMENT OF LEANNE TARLING**

---


I, Leanne Tarling, Planning Investigation Officer for Tunbridge Wells Borough Council of Town Hall, Royal Tunbridge Wells, Kent TN1 1RS

*WILL SAY as follows:-*

1. My duties as a Planning Investigation Officer include investigation of, and enforcement against, breaches of planning control in the Borough of Tunbridge Wells.
2. On 12th May 2025 I visited the Land Between Kilndown Poultry Farm And Evanden Farm, Church, Road, Kilndown, Cranbrook Kent with my colleague Andrew Culley (Planning Compliance Officer) under the enforcement case reference 25/00094/OPDEV. This was to confirm the unauthorised stationing of a mobile home, laying of a hard surface and erection of fences on an agricultural field.
3. On site we met a man named 'Bill' who explained that him, his wife and four school aged children has moved in on the Friday (9th May 2025).
4. I have since learnt that some of the land in question is owned by Michael Larter of 73 Derwent Drive, Tonbridge, TN10 3HX. This man is known to me as he is the land owner of a separate enforcement case I have been working on which involves a number of planning breaches including unauthorised removal of TPOs, unlawful development including dwellings, intentional concealment, stationing of several containers and other storage and several matters of concern for the environmental agency and environmental health. This site has constraints such as TPO, Article 4 Direction, AONB/HWNL, Metropolitan Green Belt, Ancient Woodlands, and outside the LBD. There is a further site which Mr Larter owned that was under investigation just south of Kilndown. This site was initially a woodland that should be protected by its ancient woodland status, AONB/HWNL which has since been used for an extensive amount of fly tipping where it now presents as a scrap yard.

5. From these previous dealings, I consider Mr Larter to be a land owner with no regard for planning legislation, the preservation or enhancement of the land, or respect for the Council. He has repeatedly breached planning control and sometimes his actions have caused irreversible damage to protected areas. Mr Larter has enabled himself and 3 others to live independently and 'off grid', (confirmed on a Planning Contravention Notice dated 06/06/24) at his land known as May's Wood Place, Pembury Road, Capel, Tonbridge Kent, TN11 0ND. Given the amount of protection the land at May's Wood Place benefits from which has been ignored by Mr Larter, it leads me to believe that the possibility of his land referred to in these proceedings being used or sold for unlawful occupation is particularly high.
6. On 15th May 2025 I revisited the land in question after we received complaints of additional materials being taken to the land and works being undertaken. On attendance I noted additional hardstanding (approximately 25 square meters) at the entrance of the track (Title number K871684) leading from the highway, and a smaller amount (approximately 16 square meters) of additional hardstanding by the gates of the land now occupied by Bill Lee. Bill Lee has erected the remains of the fence since my last visit. Whilst on site I saw Bill's partner and four children. I went inside the mobile home and can confirm the family of five are residing on site. Mr Lee has undertaken further works where he is residing since we visited on 12<sup>th</sup> May 2025.
7. I spoke briefly with Keith Jeeves in person on site on his land (Title number TT171757) during the visit on 15<sup>th</sup> May 2025 whereby he informed me that his planner is working with TWBC to secure planning permission for a stable like building and to retain the entrance. He stated that he is not and does not intend to reside onsite. Whilst I note that he says that his planner is working with TWBC, his planning application was refused on 1<sup>st</sup> May 2025 and the Council has been asking him to regularise the position on his land. I noted that he has removed a tank seen on site since my visit on Monday. Onsite there was a horsebox and van (to pull the box), a very small open trailer, and one horse fenced in with post and wire fencing. There is also some hardstanding on his land which has been in place for some months.

**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.**

Signed: 

**Date: 15/05/2025**