

Re: 11 Belsize Crescent NW3 5QY

**EVIDENCE
FILE**

In respect of Applications for
Certificates of Lawfulness for

(1) using the whole house as Class 3 Single Dwelling

(2) Roof Terrace and associated structures etc

CONTENTS / I N D E X OF EVIDENCE FILE

	Page No.s
<u>After Divider 1</u> Statutory Declaration of Barry Cousins (15 pages)	4 to 18
<u>After Divider 2</u> Exhibit BC1 to The Statutory Declaration of Barry Cousins (referred to at paras 5.7, 5.10 & 5.11), containing: Copy correspondence LB Camden and VOA re Council Tax	20-30
<u>After Divider 3</u> EXHIBIT BC2 (referred to at paras 2.8, 2.10, 2.12 & 2.13) containing: HMLR Title Copies plus Trust Agreement re Flat B	32-49
<u>After Divider 4</u> EXHIBIT BC3 (referred to at para 3.22) containing: Letter from Mr Edwards / Building Control dated 5 February 2007	51-52
<u>After Divider 5</u> EXHIBIT BC4 (referred to at paras 1.3 & 7.2) containing: Counsel's 13 page Advice re Certificate of Lawfulness of use of house as single dwelling	54-67
<u>After Divider 6</u> EXHIBIT BC5 (referred to at para 7.3) containing: Counsel's 6 page Advice re Certificate of Lawfulness of use of Roof Terrace and staircase thereto etc	69-75
<u>After Divider 7</u> Statutory Declarations of others persons As listed immediately after Divider 7 in alphabetical order of surname, as flws:-	77
Bobby Barwick	78-79
Carolyne Brown	80-81
Stephen Coogan	82-83
Patrick Fuller	84-85
James David Pashley	86-87
Julie Selby	88-89

I, Barry Cousins, of 11 Belsize Crescent, London NW3 5QY do solemnly and sincerely declare as follows:-

- 1.1 I am the owner of the freehold terraced 5 storey house known as 11 Belsize Crescent NW3 5QY ("the house") and have been so since the early 1990's. I am a Company Director. I was born on 2 May 1947.
- 1.2 I am also the lessee of the leases of each of the floors known as: "Ground Floor Flat B", "First Floor Flat C", "Second Floor Flat D" and "Third Floor Flat E". (there is no lease of the basement level known as "Garden Flat A"). – see post.
- 1.3 The house has been used as single dwelling house for the purposes of Use Class C3 for at least 4 years (see below and Counsel's Advice **exhibited as BC4** hereto).

2 HISTORY OF THE HOUSE AND MY ACQUISITIONS

- 2.1 The 5 storey house was built in 1867 as a single dwelling house, the same as the other buildings in the street. The Garden/Basement level would have contained the main kitchen of the house and would have included the servants' working area. The top (3rd floor) would have contained the servants living quarters. The Ground floor would have contained the dining area, whilst the living room and bedrooms would have been on the first and second floors.
- 2.2 In the 1920's the house was converted into 5 flats and thus the layout was changed. The Ground floor flat was accessed from the foyer of the front door to the house and the original staircase was retained, giving access to each of the flats created above (First floor, Second floor and Third floor). The front door to the Garden level was retained, but the internal stairs from that level to the Ground floor above was blocked-off to create separate flats

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- 2.3 The Floor Plan drawings of each floor of the house together with Floor Plan of the Roof terrace (labelled with their description) including o/s Plan, are **attached separately to the Application/s**

Moving-in

- 2.4 In 1974 Linda Lee rented the top (3rd floor) flat, and shortly afterwards I moved in with her. We had been “an item” since 1971. Linda was my long term partner until her death in 2007. We happened never to marry, but considered ourselves husband and wife, as did others who knew us. We never had children.
- 2.5 By the late 1980’s the 1st and 2nd floor flats had been sold on long leases, and the statutory tenants (two elderly ladies) continued to occupy the Garden and Ground floor flats whilst Linda and I continued to be tenants of the top floor.

Acquisition of the Freehold

- 2.6 At around 1989 the freehold had sold 5 times in the previous 3 years, without reference to the tenants and without repairs to the building being undertaken. Each freeholder would pester the statutory tenants and us to move out for a derisory fee. The statutory tenants asked me if there was anything we could do to stop this.
- 2.7 So in 1989, upon legal advice, I brought before the tribunal the first case under the 1987 Housing Act (Cousins v Metropolitan Guarantee Ltd [1989] 2 EGLR 223). The statutory tenants wanted me to acquire the freehold and they (and Linda) assigned me their “votes” being a sufficient majority under the Act. Metropolitan had acquired the freehold at auction “over the heads” of the tenants without complying with the Act. The tribunal made its ruling of the price I could purchase at under the Act. As a result I subsequently purchased the freehold and immediately undertook the necessary repairs. I purchased, not for financial gain, but for Linda and I (and the other tenants) to have the quiet enjoyment of the premises.

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2.8 I did not have sufficient money myself to make the purchase, and so had a friend of mine purchase in trust for me, through his Company, whilst I sought a (commercial) mortgage. I bought an 'off-the-shelf- Company (Optnat Ltd) under my control for this purpose and obtained a mortgage from Woolwich Commercial in 1991. (Optnat was never used for any other purpose or trading other than for the purpose of this purchase.) Around the same time, Linda obtained a mortgage of the (3rd) top floor flat ("E"), first by the grant of a long lease on 23 November 1990. These monies gave us sufficient funds to repay my friend and the freehold was transferred into the name of Optnat Ltd in 1991 (the freehold was then subject to long leases of 1st ("C"), 2nd ("D") and now 3rd ("E") floors). Later in 1997 I transferred the freehold into my own name when I changed mortgagees. Contained within **Exhibit BC2** is the relevant title LN112535 of the freehold (3 pages) as well as title NGL 67727 of the Leasehold of Top Floor flat E (3 pages). The latter was transferred into my name from that of Linda Lee on 12 June 2013 belatedly in accordance with Probate.

Acquisition of Garden ("A") & Ground floor ("B") flats.

2.9 Shortly after the freehold was acquired, the elderly lady statutory tenant of the Garden flat (Mrs Prosch), and our friend, moved out unexpectedly into sheltered housing (she had been on their list for many years because of her heart complaint, and a place became available, which she jumped at – I decided subsequently to volunteer rewarding her financially for assigning her "vote" to me in 1989 – although that had no bearing on her wish to go into sheltered housing). This meant, as freeholder, I had acquired the Garden flat, which initially Linda and I began to renovate. This flat remains part of the freehold as no lease of it was ever created.

2.10 In 1993 the elderly lady statutory tenant of the Ground floor flat, and also our friend, died suddenly and unexpectedly. After we allowed a reasonable period to elapse, I therefore acquired the Ground floor flat ("B"). Interest rates were becoming very high at the time, and I needed to raise funds to maintain payment of the mortgages. It was felt that it would be easier for my brother, Alan Cousins, to obtain a mortgage of the Ground floor flat to raise those

funds for us. Alan kindly agreed to do so and we entered into a Trust (see the "Memorandum" of Trust contained within **Exhibit BC2** hereto – 3 pages) whereby I would remain the true owner of the Ground Floor flat and would maintain the mortgage payments on it, even though he was the registered "proprietor" at the Land Registry. Alan never lived in the flat, his residence was and is in the USA (although he did visit us in the house on occasions). Also contained within **Exhibit BC2** is the title NGL 709825 of Leasehold of Ground Floor Flat B (2 pages).

2.11 So by the end of 1993 Linda and I were mostly living and eating in the Ground floor and sleeping in the 3rd floor. We abandoned renovations of the Garden flat and just used it as storage and access to the garden.

- **Acquisition of First floor flat ("C")**

2.12 The owner (long lessee) of this flat (Mr King) had bought it for investment in 1985 and had been renting it out. Sometimes his tenants were respectful of the others in the house and Mr King's responsibilities as lessee, sometimes not. Unbeknown to me, Mr King sold the flat to a Company involved in property development and investment in 1999. I decided to purchase it from that Company (at a premium over what Mr King sold to them for) in 1999 to prevent further sub-letting. Contained within **Exhibit BC2** is Title NGL 538900 of Leasehold of 1st Floor Flat D (3 pages).

Acquisition of Second floor flat ("D")

2.13 A Mr Jones bought the long lease of this flat in the 1990's for investment purposes and was sub-letting. He took even less care in vetting his tenants than Mr King, and they proved very difficult and unruly in the house. At one point stealing electricity from the common parts electrics. In 1999/2000 Mr Jones then set about "renovation" works to this flat, without consultation with me as freeholder. He was undertaking dangerous structural work without authorisation and engineers reports had to be obtained. He sought and began to remove the chimney breast at his level alone ! and an archway. As he would not take any notice of me, I had no choice but to institute proceedings against Mr Jones. Prior to trial, he chose to sell the flat to me provided I paid

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a fair price to him, which I did in August 2000 (initially through a Company, Assetdelta Ltd, which I bought 'off-the-shelf' specifically for so doing and mortgaging with Woolwich Commercial, subsequently transferring into my own name in 2003. Assetdelta was never used for any other purpose or trading other than for the purpose of this purchase.) Contained within **Exhibit BC2** is Title NGL 554347 of Leasehold of 2nd Floor Flat D (3 pages). On 26 February 2014 I extended the lease by 90 years for mortgage purposes, for which a new title number was assigned (NGL 940774).

Whole house acquired (but no part sublet)

2.14 By August 2000 we (Linda Lee and I) had acquired the whole house. We had not set out to do that all those years ago, it just transpired because of events. As we got older our tolerance for others in the house preventing the quiet enjoyment of our home became intolerable. It is for that reason we decided not to rent-out any of the levels we acquired, and use each level we acquired as our own home (see "uses" post).

3. USES OF EACH FLOOR OF THE HOUSE

Uses of each floor by Linda Lee and myself since August 2000 and me since Linda's death in 2007

Garden Flat A level (ie the basement)

- 3.1 This level has been used since early 1990's as storage for belongings and items of Linda Lee and myself, which could be described as our "stuff" and "junk", including tools and paint.
- 3.2 This level has been uninhabitable since 1990's as renovation work was started but never completed. There is only a functional toilet and sink, no kitchen etc.
- 3.3 Originally this level was the servants working area and so has its own entrance. It also originally had an internal staircase from this level to the level above, which was blocked-off in the 1920's when flats were created. I opened it up after my acquisition of the freehold, Garden and Ground floor

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flats, but sealed it off again more recently for security reasons – someone gaining entry to the Garden level would otherwise have the run of the house.

3.4 This level gives the only access to the exclusive rear garden to the house, which Linda Lee and I regularly utilised in the summer. Cultivating the garden was Linda's pride and joy. Since her death in September'07, I have not had the heart to maintain the garden like she did, and it became overgrown, but I have recently been addressing that.

3.5 Water pipe access to the house and stop cock are at this level.

Ground Floor Flat B level

3.6 This level has an exceptionally large front room with exceptionally high ceilings. Many of the original features still remain eg coving, and in particular the original fire places in the front and rear rooms. The one in the front room is particularly ornate. Both fire places are used during the winter. These are the only functioning fire places in the house.

3.7 The front room lends itself to entertaining with dinner functions. The front room has a large table with 12 matching chairs to the salonge. The table can be extended to seat 23. Both Linda Lee and myself held regular dinner parties here. I continue to do so, but at a lesser extent. It is useful to have a functioning toilet/bathroom on the same level, and especially useful to have a kitchen on this level (including oven, and dishwasher).

3.8 The back room has two "sofas" which can at a push be used as beds for guests staying over.

3.9 This level contains the belongings of Linda Lee and myself, including clothes, accumulated over 40 years, as does every other level.

First Floor Flat C level

3.10 Linda Lee and myself slept on this level in a back room bedroom. I have continued to do so after Linda's death in 2007. There is a bathroom and toilet

next to this room and a small equipped kitchen next to that. At the front there is a small room that I use as my “office” and a larger room with sofas and table – used for relaxing and having breakfast (dinner usually on Second or Ground Floors).

- 3.11 I now tend to use this level more exclusively for myself so that I can leave it untidy with my papers strewn around.
- 3.12 This level contains the belongings of Linda Lee and myself, including clothes, accumulated over 40 years, as does every other level.

Second Floor Flat D level

- 3.13 This has a similar layout to the First Floor level. The larger front room was used by Linda and myself as our television room, and I continue to use it as that. The room has sofas and a table. This level was otherwise used for guests to stay. The back room has a double bed and the small front room a futon sofa bed. The guests (that only made short stays) occasionally included Linda’s mother, my brother Alan when visiting from USA, and my extensive family from Israel (including sister-in-law, nieces & nephews and their children).
- 3.14 This level contains the belongings of Linda Lee and myself, including clothes, accumulated over 40 years, as does every other level.

Third Floor Flat E level

- 3.15 Linda Lee took up quite serious painting late in life in the year 2002 and subsequently got me to take it up too, although not so seriously, but more as a social pastime to relax. We used (and I continue to do so) the back room as a kind of art studio. It lends itself to that, given the views from this level and the fact that this level was built into the eaves of the roof. The back room used to be a kitchen and still contains a sink and oven (the latter not used – it was not worth the effort of trying to manoeuvre it down 3 flights of stairs). Access to the roof terrace is from this room. The room also contains a very efficient drier for washing which is continually used. Next to this room is a bathroom and toilet, At the front is an in-built storage cupboard “room” and a room with

beds and a futon sofa bed. These were kept there in case of extra guests. For example, at the time of Linda's funeral we had a full house, particularly those from abroad. But generally if we have friends stay over who have their children with them, the children like to stay in this room.

- 3.16** This level contains the belongings of Linda Lee and myself, including clothes, accumulated over 40 years, as does every other level.

Roof Terrace and stairs thereto

- 3.17** Towards the end of 1999, Linda Lee wanted to hold a "spectacular" millennium party in the house. I agreed with enthusiasm and thought we could bring in midnight of the millennium on a roof terrace (which we did not have) overlooking the fireworks of the whole of London. The plan was to have initial drinks on the first floor (which we had just purchased), dinner in the grand room of the Ground Floor, Champaign on the roof terrace (ducking into the Third Floor from time to time for warmth). We knew the tenant of the Second Floor would be away (we didn't purchase the Second Floor until August 2000). After bringing in the new millennium we had dancing on the First Floor.

- 3.18** I set about getting quotes for a sturdy, safe staircase up from the Third Floor to the flat roof area (to be the roof terrace area) and for safety woodwork around it, and a safety barrier around the roof terrace area (e.g. rope or chain). However all the quotes were for completion around February 2000 (too late for a millennium party!).

- 3.19** So I, with some help from Patrick Fuller (who did work around the house) built it all myself (to a high standard), finishing it on Millennium New Year's eve. I did not realize I may have needed planning permission (well at least for the erection of the staircase - I have subsequently learned in respect of the roof terrace that it is generally accepted that "no one can stop someone sitting on their roof"). However, more than 4 years have now transpired.

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- 3.20 There were 21 guests, making 23 including Linda and myself, 21 of whom were on the roof terrace to bring in the millennium. The guests included our next door neighbours, Julie and Chris Knight.
- 3.21 Technically it could be argued that the new millennium came in at the beginning of 2001, so we had another identical party on December 31 2000 for "millennium2". By this time we had purchased the Second Floor, and so used that for the dancing.
- 3.22 Julie and Chris Knight were again guests. Chris Knight went on to be a Camden Councillor from 2006 to 2014 (although we fell out at the beginning of 2007). Chris Knight reported me in early 2007 to the Council for "Dangerous & neglected structures". Mr Edwards of the Council's Building Control wrote to me on 5 February 2007 (see within **Exhibit BC3** hereto) as a consequence informing me that chimney brickwork had been pulled out (after a wind storm). The chimney was not my property, but was the chimney of No. 9 Belsize Crescent. Nevertheless I repaired it from my roof terrace as it gave support to part of the chain safety "barrier" of my roof terrace. I subsequently telephoned Mr Edwards to explain this. He indicated his lack of interest and said "your neighbour Councillor, Chris knight, made me climb to the top of his house and out of his window to take photos, and when a Councillor demands we have to obey". I mention this incident because Mr Edwards, and thus the Council, were well aware from his observation and photos that I had a roof terrace and stairs thereto, and there was no objection.
- 3.23 Particularly because of the spectacular views over the whole of London, Linda and I continued to use the roof terrace. I continue to use to this day with guests on occasions.
- 3.24 Exactly the same stairway and safety fencing and roof terrace flooring (and low voltage low level diode garden type lights going up the staircase and low voltage low level diode Xmas tree type lights around the Roof Terrace - on the safety barrier) exist today as existed when built in December 1999. The only difference being that the safety barrier to the roof terrace itself is now in chains (and has been so for over 10 years) whereas it was originally in rope (see **Floor Plan drawing of Roof Terrace** submitted with the Application).

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4 UTILITY METERS, PARKING, TELEPHONES, ELECTORAL REGISTER

In this section, I explain the position in relation to utility meters at the property. In short, we have had a single water meter to the house, but the electricity and gas meters were kept for each floor. I also state that Linda Lee or I have been the only people to have parking permits, to appear on the electoral register and to pay telephone bills and the utility bills since August 2000. Everything confirms the truth of the matter, which is that Linda and I, and latterly me, used the whole house as our home in single occupation.

Utility Meters

4.1 Prior to my acquiring the different levels of the house, there were separate gas and electric meters on each floor and an electric meter for common parts. As I acquired each floor there was no reason to have the meters removed. It would have been an unnecessary expense and disruption. Until recently, there was no "standing charge", such that I would pay for what gas and electric I used, whether one or multiple meters. Often the billing has been that first level of units used on each meter is cheaper. So multiple meters work out cheaper on that basis. Recently daily "standing charges" have been introduced, whereby one pays a nominal amount each day whether the utility is used or not. I need to weigh that up against the first tranche of units of each meter sometimes being cheaper, to now decide whether to consolidate some metering.

4.2 About 10 years ago, because only Linda and I were living in the house, I decided to have just one water meter (in the street) fitted for water consumption for the whole house, as this would be much cheaper, as indeed it has proved to be. This is of course entirely consistent with the fact that we have occupied all of the house as our home, occupying all of it.

Parking

4.3 Since 2000 only two (CAB) parking permits have ever been applied for (and granted), one for Linda Lee and one for myself. We have been the only people in occupation so we have been the only people eligible to apply.

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Telephones

4.4 There have been only 3 active phone lines for the whole building since August 2000, two in the name of Linda Lee (BT) and one in my name (Virgin).

Payment

4.5 Since August 2000 only Linda Lee or I paid the bills for all the above.

Electoral Register

4.6 Since August 2000 only Linda Lee and I have been on the Electoral Register at the house. We have never had a tenant, we have been the only people eligible to appear on the Electoral Register.

5. COUNCIL TAX

Because it may be considered important by the Council, I set out the position in relation to Council Tax, even though Counsel has pointed out that the legal tests for payment of Council Tax and planning are quite different. However, the history of Council Tax is interesting because it demonstrates that Linda and I openly made it plain that we were occupying the entire house as a single dwelling.

5.1 By 2001 Linda Lee and I were paying 5 lots of Council Tax, one for each Floor, even though only the two of us were living in the house.

5.2 So in 2001 I contacted LB Camden to try to get the Council Tax consolidated. They told me to contact Council Tax Enquiries in Huddersfield. They gave their phone number as 020-7-445-0550. They refused to consolidate any of the Council Tax's. When I answered "yes" to their question as to whether each level had its own front door, they said that was their reason to refuse.

5.3 In July 2004 I removed all "front doors" to so called Flats B, C, D & E.

5.4 I then contacted LB Camden again in July 2004. They again referred me to Council Tax enquiries in Huddersfield (which turned out to be "VOA").

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- 5.5 I phoned Huddersfield on 5 August 2004 and spoke with Judith Parlar. I explained that my “spouse” and I lived alone in the whole house as a single dwelling. I informed her all “front” doors to the so called Flats B, C, D & E were removed.
- 5.6 She said because I have 2 or more kitchens they cannot consolidate my Council Tax into one. She said I would need to remove the extra kitchens (I had kitchens in “Flat B”, “Flat C” “Flat D” and “Flat E” levels).
- 5.7 Judith Parlar said she would send me the Statutory Instrument covering the issue. She sent me a VOA “With Compliments” slip with a document headed “VOA Self Contained Units” together with S.I. 1992/549. These documents are attached hereto within **Exhibit BC1**.
-
- 5.8 Money was “tight” and I didn’t want to go to the expense of removing kitchens and redesigning each level. If I removed the kitchens I would have to replace them by something - further expense. Linda Lee and I also wanted to keep the kitchens – it was very handy not to always run up & down the stairs if we were on a floor & wanted to use a kitchen.
- 5.9 A little prior to Linda’s sudden death in 2007, we did talk about remodelling the whole house, but after her death I didn’t have the same enthusiasm.
- 5.10 I wrote to Joyce Amoateng at the Council on 26 January 2006 in response to her enquiry as to whether Flats A, C & D were empty. I sent a copy of that letter to the Council Tax department on the same day with a covering letter (also contained within **Exhibit BC1**). My letter to Ms Amoateng , inter alia, stated in the first sentence of the 2nd paragraph:
“Only myself and my partner/spouse, Linda Lee, live in the whole house (which consists of 5 floors) as a single dwelling”
- 5.11 I have also included (also contained within **Exhibit BC1**) correspondence with the Council Tax department between June 2009 and September 2013 relating

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specifically to Probate and Council Tax in respect of 3rd Floor Flat E. Because I knew the Council had my letter of 26 January 2006 (in duplicate), I simply dealt with the queries the Council Tax department had raised in respect of 3rd Floor Flat E. However, in the 4th paragraph of my letter of 17 June 2009 I did state "It was part of my home as well as hers and remains so", and for the avoidance of doubt I attached the 2 letters of 26 January 2006 with enclosures to my letter of 26 September 2013 to them.

Front Doors to Flats B, C, D & E

5.12 I removed these Front Doors in 2004 and still today these Flats do not have front doors.

Payment of Council Tax

5.13 Since August 2000 all 5 Council Taxes have only been paid by Linda Lee or myself, and I continue to pay them all myself today.

6. SUMMARY

6.1 The house has been used as a single dwelling. We used the whole house as our home, as I have shown above. I have never rented out any part of the house.

6.2 Chronology Summary

1974 Linda Lee and I moved-in as tenants to Top Floor Flat E

1991 I acquired the freehold of 11 Belsize Crescent

1991 I came into possession of Garden Flat A and began using this level from that date

1993 I came into possession of Ground Floor Flat B and began using this level from that date

1999 I bought the long lease of 1st Floor Flat C and began using this level from that date

Dec 1999 Built Roof Terrace and stairway thereto.

Aug 2000 I bought the long lease of 2nd Floor Flat D and began using this level from that date

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6.3 Photos

Current photographs that I have now taken are attached separately to the Application/s. These photographs are (1) of the roof terrace and staircase (with its safety woodwork structure around etc – see para 3.24 ante) to show the roof terrace and structures from different angles and (2) of all the rooms of Garden Flat A to show this level is used for storage (see para 3.1 ante). I have looked through historic photographs I could find of the house. That has been an emotional experience for me as Linda was the photographer and I was not. The photographs that I found are not particularly helpful either because they are not date stamped, and/or they do not prove matters as well as the evidence of Statutory Declarations. However I did find a photograph of Linda on the roof terrace shortly after midnight for the millennium celebrations (date-stamped 1.1.00 down the top right hand side of the photograph) showing part of the staircase to the roof terrace (in natural wood before it was painted black) evidencing it existed then. I also attach this photograph to the Application together with those above.

7. DETAIL & COUNSEL'S ADVICE

7.1 I have gone into such detail ante because I know the Council will want to go closely into it all. In this respect I have also sought Counsel's legal advice on the position as I wished to be sure of the correctness of my understanding of matters. I include this (see post) only should the Council find it of assistance. I confirm that all the facts on which Counsel has based his advice are true and consistent with this Statutory Declaration.

Counsel's Advice re Single Dwelling

7.2 I attach hereto as Exhibit BC4 the Advice of Counsel (Alexander Hill-Smith) concerning my application for a Certificate of Lawfulness of use of 11 Belsize Crescent as one single dwelling house.

Counsel's Advice re Roof Terrace

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7.3 I attach hereto as **Exhibit BC5** the Advice of Counsel (Alexander Hill-Smith) regarding my applying for a Certificate of Lawfulness of use of the roof terrace and staircase (with its safety woodwork structure around) thereto.

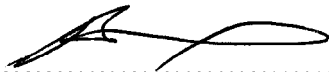
8. I am able to make this declaration from my own knowledge.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835

DECLARED at

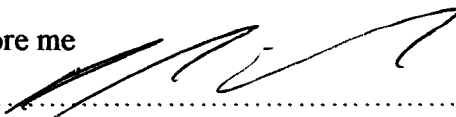
this 26th day of August 2014

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Barry Cousins

Before me



(DANIEL SAUNDERS)

A commissioner for oaths (or) solicitor empowered

To administer oaths

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Contained within Exhibit BC1 are:-

VOA 'With Compliments' slip from Judith Parlar dated 5 August 2004

Document headed "VOA Self Contained Units"

S.I. 1992/549

My letter of 26 January 2006 to Ms Amoateng at the council

My letter of 26 January 2006 enclosing to the Council Tax dept copy my letter to Ms Amoateng

Further correspondence 2009 to 2013 with Council Tax dept.

Exhibit BC1

This is Exhibit marked "BC1" referred to in the Statutory Declaration of Barry Cousins and sworn this 26th day of August 2014

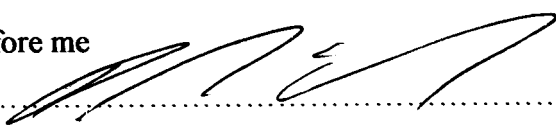
DECLARED at

this 26th day of August 2014


Barry Cousins

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3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

Before me

 (DANIEL SAUNDERS)
A commissioner for oaths (or) solicitor empowered
To administer oaths



Self contained units

If a property contains more than one self-contained unit of accommodation, it will be divided into as many dwellings as there are self contained units for council tax purposes. We describe this process as 'disaggregation' and each dwelling will have its own council tax band.

A self contained unit means 'a building or part of a building which has been constructed or adapted for use as separate living accommodation'.

Separate living accommodation can mean both a unit of living accommodation which is physically separated from other accommodation, and also living accommodation which is annexed to and sharing an access with adjoining accommodation. The fact that a unit shares common services and cannot be sold on its own does not prevent it from being self contained. Equally, the degree of communal living is not a relevant factor. The primary test is whether a unit is constructed or adapted for use as separate living accommodation, not what use is made of it.

When considering whether any living accommodation is a self contained unit, we must have regard to several key points. These are:

- **The physical character and layout**

a self contained unit must be physically capable of use as separate living accommodation

- **The physical identity of the accommodation**

a self contained unit will normally not be spread over different parts of a building. For example: accommodation consisting of a living room and a kitchen with a bedroom and a bathroom situated across a common hallway is not a self contained unit.

- **The provision of standard facilities**

a self contained unit must have its own living area as well as cooking and washing facilities and a WC.

Under existing legislation, disaggregation only applies to a building or part of a building. It therefore excludes caravans and boats.



*With
Compliments*

Mark Jorgensen BA(Hons) MRICS IRRV
Valuation Officer & Listing Officer
London - Westminster Group

London Support Unit
Ramsden House
New Street
Huddersfield
West Yorkshire
HD1 2UU

Tel 020 7445 0500 ext 0739
Fax 020 7445 0799

Our reference :

Your reference :

Please ask for : Miss J Parlor

Date : 5 August 2004

Mr Cousins
11 Basize Crescent
London
NW3 5QY

London - Westminster Group has offices in
Westminster and Huddersfield (London Support Unit)

- Enclosed for your information/retention/attention/as requested
 Please complete the attached and return it to me by _____



Council Tax (Chargeable Dwellings) Order 1992

SI 1992/549

Made 9 March 1992
Coming into force 31 March 1992

[3091]

1 This Order may be cited as the Council Tax (Chargeable Dwellings) Order 1992 and shall come into force on 31st March 1992.

[3092]

2 In this Order—

'the Act' means the Local Government Finance Act 1992;

'multiple property' means property which would, apart from this Order, be two or more dwellings within the meaning of section 3 of the Act;

'single property' means property which would, apart from this Order, be one dwelling within the meaning of section 3 of the Act;

['self contained unit' means a building or a part of a building which has been constructed or adapted for use as separate living accommodation.]

Amendment Words in square brackets substituted by SI 1997 656 as from 1 April 1997.

[3093]

3 Where a single property contains more than one self-contained unit, for the purposes of Part I of the Act, the property shall be treated as comprising as many dwellings as there are such units included in it and each such unit shall be treated as a dwelling.

[3094]–[3110]

4 (1) Where a multiple property—

- (a) consists of a single self contained unit, or such a unit together with or containing premises constructed or adapted for non-domestic purposes; and
- (b) is occupied as more than one unit of separate living accommodation.

the listing officer, may, if he thinks fit, subject to paragraph (2) below, treat the property as one dwelling.

(2) In exercising his discretion in paragraph (1) above, the listing officer shall have regard to all the circumstances of the case, including the extent, if any, to which the parts of the property separately occupied have been structurally altered.

**B. COUSINS
11 BELSIZE CRESCENT
LONDON NW3 5QY**

26th January 2006

Housing Advice Centre / South Team
LB Camden
Bidborough House
20 Mabledon Place
London WC1H 9BF
Attn: **Joyce Amoateng** / Empty Property Officer

Dear Ms Amoateng,

Re 11 Belsize Crescent

Re: Your letter dated 16.1.06 (postmark 23rd) to me, Property Ref 5079609 "Flat C"
Re: Your letter dated 16.1.06 (postmark 24th) to AssetDelta Ltd, Property Ref 5079606 "Flat D"
Re: Your letter dated 16.1.06 (postmark 25th) to Optnat Ltd, Property Ref 5079607 "Flat A"

Since returning from travelling I have received the above correspondence.

Only myself and my partner/spouse, Linda Lee, live in the whole house (which consists of 5 floors) as a single dwelling. Vacant possession (other than by myself and Linda Lee) of the whole building was acquired towards the end of the year 2000 when we bought out the owner of Flat D. Linda Lee and I have continued to live in the whole house as a single dwelling by ourselves as sole occupiers ever since, apart from Alan Cousins who occasionally stays with us

Historically the original listings for Council Tax were as follows, for each of the 5 floors.

Optnat Ltd, Council Tax no.71451734, 11A
Alan Cousins, Council Tax no.71134004, 11B
B Cousins, Council Tax no.73636451, 11C
AssetDelta Ltd, Council Tax no.74029494, 11D
Linda Joyce Lee, Council Tax no.70267403, 11E

Either Linda Lee or myself have always made the payment of the Council Tax for each of the above historic listings since the year 2000, which have remained unchanged. In January 2001 I contacted Council Tax Enquiries in Huddersfield to enquire whether we could have these listings consolidated into one Council Tax. They said we could not, and that we had to continue paying the Council Tax for each Floor separately, even though it was only Linda Lee and I living in the house. Frustrated with this, I again contacted Council Tax enquiries in August 2004, but was told the same. We had to continue paying Council Tax separately for each Floor, which we have continued to so do as above.

Yours sincerely,

BARRY COUSINS

CC LB Camden Council Tax Division, Town Hall, Argyle Street, London, WC1H 8NH

**B. COUSINS
11 BELSIZE CRESCENT
LONDON NW3 5QY**

26th January 2006

LB Camden Council Tax Division
Town Hall
Argyle Street
London WC1H 8NH

Dear Sirs,

Re 11 Belsize Crescent

I attach a copy of my letter of today's date sent to Ms Joyce Amoateng, Empty Property Officer, Housing Advice Centre South Team, as it relates to Council Tax status, as described in the letter.

Yours sincerely,

BARRY COUSINS

Enc.

**BARRY COUSINS
11 BELSIZE CRESCENT
LONDON NW3 5QY**

17th June 2009

Finance Dept
Council Tax & Business Rates
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8NH

Attention Ms Kasra Emami / Policy Officer

Dear Ms Emami,

**3rd Floor, 11 Belsize Crescent, London NW3 5QY
Council Tax No. 78405054
Yr "property Ref" 5116264
Linda Joyce Lee**

Thank you for your letter dated 12th inst regarding Probate.

I attach an original Probate (I would be grateful if you could return same to me after sighting). As you can see, I am the Executor/ Personal Representative of Linda Joyce Lee.

Linda was my "common-law wife" for 37 years and died relatively suddenly on 21.9.09 from brain haemorrhage, having been mis-diagnosed at the Royal Free Hospital. We had just returned from celebrating Linda's 60th birthday. Needless to say, I am still having trouble coming to terms with her death.

The 3rd Floor 11 Belsize Crescent NW3 5QY was in Linda's name and she had a mortgage on it with Bradford & Bingley. It was part of my home as well as hers and remains so. Therefore no furniture has been removed. You will see that I have continued to pay the Council Tax.

When I contacted Bradford & Bingley they decided that the property should remain in Linda's name and the mortgage too (they call the account "Linda Lee, exec B G Cousins") so long as I as executor continued to make the mortgage payments (which I have). I trust that will be the same in respect of Council Tax.

I trust this answers your queries, but if you have any further queries please do not hesitate to contact me.

Yours sincerely,

Barry Cousins

Enc.

BARRY COUSINS
11 BELSIZE CRESCENT

BARRY COUSINS
11 BELSIZE CRESCENT
LONDON NW3 5QY

29th May 2010

Council Tax & Business Rates
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8NH

Dear Sirs,

3rd Floor, 11 Belsize Crescent, London NW3 5QY
Council Tax No. 78405054
Yr "property Ref" 5116264
Linda Joyce Lee

I refer to your 'Council Tax Enquiry Form' (attached hereto) you recently sent in respect of the above.

In answer to your enquiries I attach a copy of my letter dated 17th June'09 sent to your Ms Kasra Enami (with whom I also had discussions). In particular I draw your attention to the 4th paragraph of that letter which makes matters clear. Nothing has changed since that letter. Should there be any change in the future I will immediately let you know. In the meantime I continue to pay the Council Tax as you can see.

Yours faithfully,

Barry Cousins

Encs.

20th May 2013

Finance Dept
Council Tax & Business Rates
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8NH

Dear Sirs,

**3rd Floor, 11 Belsize Crescent, London NW3 5QY
Council Tax No. 78405054
Yr "property Ref" 5116264
Linda Joyce Lee**

I have just noticed on your Council Tax Notice for the above property dated 13/03/13 that you have added a "2 year Empty Property Premium (50% Charge)" of £809.41 to the Council Tax for 20013/14 of £1618.91.

This is inappropriate. I attach copies of my letters to you of 17th June 2009 and 29th May 2010. Nothing has changed.

Please kindly confirm this Premium Surcharge is withdrawn.

I have inadvertently been paying the higher amount of £241.22 for April and £243 for May '13. Please confirm the excess of these payments can go towards future corrected monthly payments.

Yours faithfully,

Barry Cousins

Encs.

Date : 05 June 2013
Our Ref : 80274777
Enquiries to : Laura Anderson
Direct line : 020 7974 6470
Fax : 020 7974 6450
Textlink : 020 7974 6866
Email : revenues@camden.gov.uk



Council Tax & Business Rates
London Borough of Camden
Town Hall
Argyle Street
London
WC1H 8NH
www.camden.gov.uk

Mr Barry Gordon Cousins
Second Floor Flat D
11 Belsize Crescent
London
NW3 5QY

Dear Mr Cousins,

**Re: THIRD FLOOR FLAT E
11 BELSIZE CRESCENT
LONDON
NW3 5QY**

Thank you for your recent communication regarding council tax. Please accept my apologies for the delay in responding.

I have noted your comments regarding the additional council tax charge.

I can confirm that a council tax inspector has recently visited the property and has advised that the property may be being occupied; therefore the additional charge has been cancelled.

I have also found a copy of the grant of probate you previously sent us to confirm probate for the late Mrs Lee was granted on 11 December 2007.

This has resulted in the late Mrs Lee's council tax account being closed from the date probate was granted and an account set up in your name.

I have transferred the payments over and a revised council tax bill will be sent shortly.

Please confirm if the property has been occupied since 11 December 2007 and if so please provide signed copies of the tenancy agreements for the liable people.

If the property has been rented out please also confirm if you had agreed to pay the council tax on their behalf and if so please confirm if we can offset the credits against their council tax accounts.

If this has not been agreed please provide proof of rent payments they made and their contact details so that we can contact them to pay their council tax.

If the property has never and isn't currently being rented out please confirm this aswell.

Until you are advised differently, it is important that you continue to pay your council tax in accordance with your most recent bill. Failure to do so can result in further recovery action being taken on your account and additional costs being incurred.

If you have any queries regarding this letter or your council tax, please telephone us on 020 7974 6470. We are open from 9.00 am - 5.00 pm Monday – Friday. Alternatively, please email us at revenues@camden.gov.uk. Please remember to always quote your council tax account number in the subject field.

Yours sincerely



Laura Anderson
Council Tax Officer

Date : 10 September 2013
Our Ref : 80274777
Enquiries to : Laura Anderson
Direct line : 020 7974 6470
Fax : 020 7974 6450
Textlink : 020 7974 6866
Email : revenues@camden.gov.uk



Council Tax & Business Rates
London Borough of Camden
Town Hall
Argyle Street
London
WC1H 8NH
www.camden.gov.uk

Mr B Cousins
Second Floor Flat D
11 Belsize Crescent
London
NW3 5QY

Dear Mr Cousins,

**Re: THIRD FLOOR FLAT E
11 BELSIZE CRESCENT
LONDON
NW3 5QY**

I previously sent a letter on 5 June 2013 and have not yet received a reply.

In order for our records to reflect the correct information please confirm if the property has been occupied since 11 December 2007 and if so please provide signed copies of the tenancy agreements for the liable people.

If the property has been rented out please also confirm if you had agreed to pay the council tax on their behalf and if so please confirm if we can offset the credits against their council tax accounts.

If this has not been agreed please provide proof of rent payments they made and their contact details so that we can contact them to pay their council tax.

If the property has never and isn't currently being rented out please confirm this aswell.

Please also confirm if the ownership of the property has been transferred to you and the date this happened.

Please provide the above information by 30 September 2013.

I have removed the levy charge on the account.

If you have any queries regarding this letter or your council tax, please telephone us on 020 7974 6470. We are open from 9.00 am - 5.00 pm Monday – Friday. Alternatively, please email us at revenues@camden.gov.uk. Please remember to always quote your council tax account number in the subject field.

Yours sincerely


Laura Anderson
Council Tax Officer

Contained within Exhibit BC2 are:-

Title LN112535 of Freehold (3 pages)

Title NGL709825 of Leasehold of "Flat B" level (2 pages)
Memorandum of (Trust) Agreement re "Flat B" (3 pages)

Title NGL538900 of Leasehold of "Flat C" level (3 pages)

Title NGL 554347 of Leasehold of "Flat D" level (3 pages)


Title NGL 67727 of Leasehold of "Flat E" level (3 pages)

Exhibit BC2

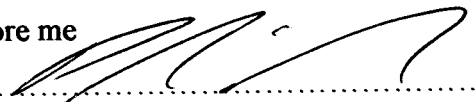
This is Exhibit marked "BC2" referred to in the Statutory Declaration of Barry Cousins and sworn this 26th day of August 2014

DECLARED at

this 26th day of August 2014


Barry Cousins

SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

Before me


A commissioner for oaths (or) solicitor empowered
To administer oaths

Title Number : LN112535

This title is dealt with by Land Registry, Croydon Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 23 JUN 2014 at 10:34:18 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: LN112535
Address of Property	: 11 Belsize Crescent, London (NW3 5QY)
Price Stated	: Not Available
Registered Owner(s)	: BARRY GORDON COUSINS of 11 Belsize Crescent, London NW3 5QY.
Lender(s)	: Barclays Bank PLC Agegift Limited Armagold Limited Harrier Financial Services Limited Sweepdown Limited

Title number LN112535

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 23 JUN 2014 at 10:34:18. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

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

CAMDEN

- 1 * The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 11 Belsize Crescent, London (NW3 5QY).
- 2 The land comprised in this title formerly numbered on the General Map is now shown and edged with red on the plan of this title filed at the Registry.

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 (20.05.1997) PROPRIETOR: BARRY GORDON COUSINS of 11 Belsize Crescent, London NW3 5QY.
- 2 (20.07.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 June 2005 in favour of Barclays Bank PLC referred to in the Charges Register.

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 Conveyances of this and other land dated 27 March 1953 made between (1) The Church Commissioners for England and (2) Beaverona Property Company Limited (The Purchaser):-
"Excepting and Reserving unto the Commissioners and their Successors:-
(a) Full and free right and liberty without obtaining the consent of or making any compensation to the purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon.
(b) The free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and water courses now existing in the said land or substituted therefor by the purchaser."

Title number LN112535

C: Charges Register continued

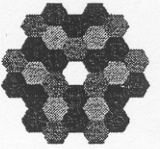
- 2 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 3 (20.07.2005) REGISTERED CHARGE dated 30 June 2005.
- 4 (20.07.2005) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of Meridian House, Anchor Boulevard, Crossways Business Park, Dartford DA2 6QU, trading as The Woolwich.
- 5 (20.07.2005) The proprietor of the Charge dated 30 June 2005 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 6 (14.11.2012) REGISTERED CHARGE dated 7 November 2012.
- 7 (14.11.2012) Proprietor: AGE GIFT LIMITED (Co. Regn. No. 2477169), ARMAGOLD LIMITED (Co. Regn. No. 3905257), HARRIER FINANCIAL SERVICES LIMITED (Co. Regn. No. 02288745) and SWEEPDOWN LIMITED (Co. Regn. No. 3437491) of Linton House, 39-51 Highgate, London NW5 1RS.

Schedule of notices of leases

1	31.10.1985	First Floor Flat	08.10.1985 99 years from 29.9.1985	NGL538900
2	21.01.1991	Third Floor Flat	23.11.1990 99 years from 29.9.1985	NGL677272
3	01.09.1993	Raised Ground Floor Flat B	19.07.1993 99 years from 29.9.1985	NGL709825
4	26.02.2014	Second Floor Flat	25.02.2014 189 years commencing on 29.9.1985 and expiring on 28.9.2174	NGL940774

NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

End of register



Official copy
of register of
title

Title number NGL709825

Edition date 29.10.2013

- This official copy shows the entries on the register of title on 29 Oct 2013 at 16:25:01.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 Oct 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Croydon Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CAMDEN

- 1 (01.09.1993) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat B, 11 Belsize Crescent, (NW3 5QY) *

NOTE: Only the raised ground floor is included in the title.

- 2 (01.09.1993) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 19 July 1993
 Term : 99 years from 29 September 1985
 Rent : £200 rising to £400
 Parties : (1) Optnat Limited
 (2) Alan Melvyn Cousins

- 3 (01.09.1993) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith *inter vivos* contained in the Lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Title number NGL709825

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 (29.10.2013) PROPRIETOR: BARRY GORDON COUSINS of 11 Belsize Crescent, London NW3 5QY.
- 2 (29.10.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 September 2013 in favour of Aldermore Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (01.09.1993) The land is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land dated 27 March 1953 made between (1) The Church Commissioners for England (Commissioners) and (2) Beaverona Property Company Limited:-

"EXCEPT and RESERVING unto the Commissioners and their successors

(a) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon.

(b) the free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser."

2 (29.10.2013) REGISTERED CHARGE dated 30 September 2013.

3 (29.10.2013) Proprietor: ALDERMORE BANK PLC (Co. Regn. No. 947662) of 1st Floor Block B, Western House, Peterborough Business Park, Lynch Wood, Peterborough PE2 6FZ.

End of register

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

WHEREAS:-

- (1) The Leasehold property known as Ground Floor Flat B, 11 Belsize Crescent, London NW3 5QY (hereinafter referred to as "The Property") is registered at HM Land Registry under Title No. NGL 709825 being a lease of 99 years from 29th September 1985.
- (2) Barry Cousins ("Barry") is an individual whose address is Garden Flat A, 11 Belsize Crescent, London NW3 5QY
- (3) Alan Cousins ("Alan") is an individual, being the natural brother of Barry, whose address is 6 Westmere Drive, London NW7 3HE
- (4) Optnat Limited ("Optnat") was a Company controlled by Barry registered in England (registration number 2382600) whose registered office was situate at 4 Baches Street London N1 6UB.
- (5) In July 1993 at the request of Barry the leasehold interest referred to in (1) above was purchased by Alan (from Optnat) on behalf of Barry.
- (6) The purchase price was defrayed partly by mortgage monies from Britannia Building Society and the balance by Barry.
- (7) Barry agreed to fully indemnify Alan against all costs and expenses arising out of the purchase of The Property and its subsequent management, including, but not exclusively, as part of that indemnity Barry agreed to make any and all mortgage payments on the property and to ultimately remain entirely liable for any mortgage monies currently borrowed against the property and for any monies so borrowed in the future.
- (8) Alan agreed to deal with The Property only in accordance with Barry's directions.
- (9) In consideration of the role Alan has played as described above, should Barry wish to transfer The Property into his own name at a later date because of wishing to sell, remortgage, or otherwise, Barry agrees to pay Alan at such later date one half of a percent (0.50%) of the then value of The Property by sale or valuation.

Now it IS HEREBY AGREED as follows:-

- 1) Alan and Barry hereby agree and declare that the recitals above contain the full agreement made between them.
- 2) Alan and Barry hereby agree to implement the agreement with such variations as are necessary to give full legal effect thereto as follows:-
 - a) The Property shall remain in trust for Barry for the time being until Barry requests it be vested in Barry at HM Land registry under the terms of this agreement and Alan shall remain the trustee for the time being.
 - b) Barry shall continue to make any and all payments in respect of The Property due from Alan, or otherwise.
 - c) Alan shall be permitted to deal in The Property provided such dealing shall be strictly in accordance with the instructions and directions of Barry. Such dealing shall include selling or mortgaging The Property.
 - d) Barry shall continue to fully indemnify Alan against all costs charges payments and claims (including liability for monies borrowed) arising from Alan's dealings with The Property and registered proprietorship thereof.
 - e) Until The Property is vested in Barry at HM Land Registry, Alan as trustee shall continue to deal with The Property in accordance with the directions of Barry and, save for paragraph (9) ante, any benefit derived from The Property shall be solely for Barry including salesor remortgage monies.

IN WITNESS whereof this Deed has been executed by the parties on 16th May 1997

Signed by Barry Cousins




Signed by Alan Cousins



The signatures of both parties in the presence of:

and


MR. A. K. MISTRY
51 SOUTHERND Rd
LONDON N.W.3 2QB
SHOPKEEPER


Linda Lee

11 Belsize Crescent

MEMORANDUM OF AGREEMENT

Title Number : NGL538900

This title is dealt with by Land Registry, Croydon Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 23 JUN 2014 at 11:06:45 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: NGL538900
Address of Property	: part of 11 Belsize Crescent, Hampstead, London (NW3 5QY)
Price Stated	: Not Available
Registered Owner(s)	: BARRY GORDON COUSINS of First Floor Flat C, 11 Belsize Crescent, London NW3 5QY.
Lender(s)	: NRAM PLC

Title number NGL538900

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 23 JUN 2014 at 11:06:45. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CAMDEN

- 1 (31.10.1985) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being part of 11 Belsize Crescent, Hampstead, London (NW3 5QY).

NOTE: Only the first floor flat ^{*} is included in the title.

- 2 (31.10.1985) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 8 October 1985
Term : 99 years from 29 September 1985
Rent : £100 rising to £200
Parties : (1) Alan Lister
(2) Crispin James Barton King
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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 (15.10.1999) PROPRIETOR: BARRY GORDON COUSINS of First Floor Flat C, 11 Belsize Crescent, London NW3 5QY.
- 2 (06.06.2007) RESTRICTION: No transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 5 June 2007 in favour of NRAM PLC referred to in the Charges Register.

Title number NGL538900

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 freehold estate in the land in this title and other land dated 27 March 1953 made between (1) The Church Commissioners for England (the Commissioners) and (2) Beaverona Property Company Limited (the Purchaser):-

"EXCEPT AND RESERVING unto the Commissioners and their successors:-

(a) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon.

(b) the free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser."

- 2 (06.06.2007) REGISTERED CHARGE dated 5 June 2007.
- 3 (06.06.2007) Proprietor: NRAM PLC (Co. Regn. No. 3273685) of Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA.
- 4 (06.06.2007) The proprietor of the Charge dated 5 June 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

Title Number : NGL554347

This title is dealt with by Land Registry, Croydon Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 6 FEB 2014 at 10:37:02 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: NGL554347
Address of Property	: part of 11 Belsize Crescent, (NW3 5QY)
Price Stated	: Not Available
Registered Owner(s)	: HARRY GORDON COUSINS of 11 Belsize Crescent, London NW3 5QY.
Lender(s)	: Northern Rock (Asset Management) PLC

Title number NGL554347

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 6 FEB 2014 at 10:37:02. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CAMDEN

- 1 (20.05.1986) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being part of 11 Belsize Crescent, (NW3 5QY).

*

NOTE: Only the Second floor flat is included in the title.

- 2 (20.05.1986) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 30 April 1986
Term : 99 years from 29 September 1985
Rent : £100 rising to £200
Parties : (1) Alan Lister
(2) Alison Lister
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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 (06.02.2003) PROPRIETOR: BARRY GORDON COUSINS of 11 Belsize Crescent, London NW3 5QY.
- 2 (10.05.2007) RESTRICTION: No transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 May 2007 in favour of Northern Rock (Asset Management) PLC referred to in the Charges Register.

Title number NGL554347

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 freehold estate in the land in this title and other land dated 27 March 1953 made between (1) The Church Commissioners for England (Commissioners) and (2) Beaverons Property Company Limited (Purchaser):-
 - (a) Full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupiar or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon."
 - (b) The free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser."
- 2 (10.05.2007) REGISTERED CHARGE dated 8 May 2007.
- 3 (10.05.2007) Proprietor: NORTHERN ROCK (ASSET MANAGEMENT) PLC (Co. Regn. No. 3273685) of Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA.
- 4 (10.05.2007) The proprietor of the Charge dated 8 May 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

Title Number : NGL677272

This title is dealt with by Land Registry, Croydon Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 23 JUN 2014 at 11:12:30 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: NGL677272
Address of Property	: Flat E, 11 Belsize Crescent, London (NW3 5QY)
Price Stated	: Not Available
Registered Owner(s)	: BARRY GORDON COUSINS of Flat E, 11 Belsize Park, London NW3 5QY and of Garden Flat, 11 Belsize Park, London NW3 5QY.
Lender(s)	: OneSavings Bank PLC

Title number NGL677272

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 23 JUN 2014 at 11:12:30. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CAMDEN

- 1 (21.01.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat E, 11 Belsize Crescent, London (NW3 5QY). *

NOTE: Only the Third floor flat is included in the title.

- 2 (21.01.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 23 November 1990
Term : 99 years from 29 September 1985
Rent : £200 rising to £600
Parties : (1) Masefield AG
(2) Linda Joyce Lee
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 4 The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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 (12.06.2013) PROPRIETOR: BARRY GORDON COUSINS of Flat E, 11 Belsize Park, London NW3 5QY and of Garden Flat, 11 Belsize Park, London NW3 5QY.
- 2 (12.06.2013) The value as at 13 June 2013 was stated to be between £200,001 and £500,000.
- 3 (12.06.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 12 June 2013 in favour of OneSavings Bank PLC referred to in the Charges Register.

Title number NGL677272

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 freehold estate in the land in this title and other land dated 27 March 1953 made between (1) The Church Commissioners for England (the Commissioners) and (2) Beaverona Property Company Limited (the Purchaser):-

"EXCEPT AND RESERVING unto the Commissioners and their successors

(a) Full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon.

(b) The free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser."

- 2 (12.06.2013) REGISTERED CHARGE dated 12 June 2013.
- 3 (12.06.2013) Proprietor: ONESAVINGS BANK PLC (Co. Regn. No. 7312896) of Reliance House, Sun Pier, Chatham, Kent ME4 4ET and of DX 6710 Chatham.

End of register

Contained within Exhibit BC3 is:-

Letter dated 5 February 2007 from Mr Edwards of Camden Building Control alleging
"Dangerous and neglected structures" at "roof level"

Exhibit BC3

This is Exhibit marked "BC3" referred to in the Statutory Declaration of Barry Cousins and sworn this 26th day of August 2014

DECLARED at

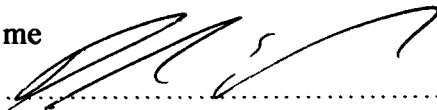
this 26th day of August 2014



Barry Cousins

SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

Before me



A commissioner for oaths (or) solicitor empowered
To administer oaths

Date 05 February 2007
Your reference
Our reference DED/DED
Enquiries to Mr D Edwards
Tel. extension 2375

Building Control
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8EQ

Tel 020 7974 6941
Fax 020 7974 5603
Dx 2106 (Euston)
building.control@camden.gov.uk
www.camden.gov.uk/buildingcontrol

Mr Cousins
11 Belsize Crescent
London

Dear Mr Cousins.

**The London Building Acts (Amendment) Act 1939
Part VII - Dangerous and neglected structures
Re: 11 Belsize Crescent London**

My attention has been drawn to a chimney stack at roof level where brickwork has been pulled out.

This structure does not appear to be dangerous at present. However, delay in carrying out remedial work to rectify the defect could result in a dangerous condition developing in the future.

If this occurs, the Council may find it necessary to serve a dangerous structure notice, and to avoid this possibility you should carry out any necessary work as soon as possible.

Yours faithfully



Mr D Edwards

Contained within Exhibit BC4 is:-


The 13 page Advice of Counsel (Alexander Hill-Smith) dated 17 July 2014 in respect
my using the whole house as Class 3 Single Dwelling

Exhibit BC4

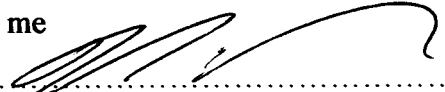
This is Exhibit marked "BC4" referred to in the Statutory Declaration of Barry
Cousins and sworn this 26th day of August 2014

DECLARED at

this 26th day of August 2014


Barry Cousins

SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

Before me


A commissioner for oaths (or) solicitor empowered
To administer oaths

BARRY COUSINS

11 Belsize Crescent, London NW3

ADVICE

1. I am asked to advise Mr Cousins in respect of the planning situation at 11 Belsize Crescent. He uses the entirety of the house as his home. Mr Cousins wishes to demonstrate that the use of the house in planning terms is within Use Class C3, i.e. use as a dwelling house for a single household.

2. The issues that arise are:

(i) Does or did his use of the entirety house, together previously with Linda Lee, constitute a breach of planning control?

(ii) Is any enforcement action in respect of any such breach of planning control barred by effluxion of time?

(iii) Is Mr Cousins in a position to obtain an established use certificate?

History of the property

3. The history of the property is summarised in a "*History of the house*" written by Mr Cousins. The material features of that history for the purposes of considering the planning position are the following.

4. The house was originally built in 1867 for a single household. (In those days, houses of this type presumably would have accommodated servants as well as the owner and his family.)

4. In the 1920s, the property was sub-divided into five flats, labelled flats A to E. The garden flat, flat A, has always been retained by the freehold owner and has not been subject to a lease. The other floors have had long leases created.

5. There is a common internal staircase linking flats B to E. Each flat had its own front door which Mr Cousins removed. Flat A has a separate entrance but there was an internal staircase linking flat A with flat B which was closed in the 1920s, later re-opened by Mr Cousins and then closed again.

Land Registry Titles

6. The history of the Land Registry title is as follows.

7. The freehold, including flat A, has been vested in the name of Mr Cousins since 1997. (Prior to that time, it was in the name of a company under his control, Opnat Ltd, from about 1991.)

8. The lease of the raised ground floor flat, flat B, has been registered in the name of Mr Cousins since October 2013. Flat B was subject to a lease

granted in September 1993 between Optnat Ltd and Mr Alan Cousins. Mr Alan Cousins held this lease as trustee for Mr Cousins.

9. The lease of the first floor flat, flat C, was entered into in October 1985 and Mr King was the first lessee. Mr Cousins has been the registered proprietor of this lease since 1999.
10. The lease of the second floor flat, flat D, was entered into on 30 April 1986. It has been registered in the name of Mr Cousins since 6 February 2003; between 2000 and 2003, it was vested in a company under his control (Assetdelta Ltd). This was the last lease to be acquired by Mr Cousins. On 25 February 2014, the lease was extended by 90 years and given a new registered title number.
11. The lease of the third floor flat, flat E, was entered into in 1990 and Linda Lee was the then lessee. It has been registered in the name of Mr Cousins since 2013. Linda Lee was the long term partner/spouse of Mr Cousins until her tragic early death in 2007. Mr Cousins acquired the lease following her death.

History of use of the premises

12. From the 1920s onwards, for a considerable period, the premises were presumably used as separate flats and were adapted for use as such, each with separate front doors, bedrooms, sitting rooms, bathroom and kitchen facilities.

13. However from 1990 onwards, a process of gradual amalgamation took place. The sequence has been as follows.
14. Mr Cousins and Linda Lee had occupation of the top floor flat as tenants from 1974. Linda Lee acquired the lease of the top floor in 1990.
15. In 1991 they acquired use of the garden flat, flat A, (by virtue of their acquisition of the freehold through their company Optnat Ltd – there being no lease granted off the freehold for this flat) which they used predominantly for storage and access to the garden. Linda Lee was a keen gardener, Mr Cousins less so.
16. They acquired separate use of the raised ground floor flat, flat B, in 1993 and spread their living accommodation between the three. They slept upstairs and had most of their meals downstairs.
17. They then acquired use of the first floor flat in 1999. After some re-decorating, this was used as their sleeping area and other uses as well. Linda Lee and Barry Cousins pursued their artistic activities from the upstairs flat, flat E, where the natural light is excellent. Barry Cousins continues with his painting from there.
18. They acquired use of the last of the flats, the second floor flat, in 2000, whereupon Linda Lee and Mr Cousins occupied the entire property as their home. Guests usually stayed on the second or top floors, depending on their number.

19. Barry Cousins and Linda Lee did not do extensive works to the flats bar removing the front doors. Nevertheless although use of parts of the house may not have been intensive because of its size, there can be no doubt that the whole house was used as their home. At no stage did Linda Lee or Mr Cousins have tenants as demonstrated by the fact that they have been the sole persons on the electoral roll for the property since 2000. Each floor has had its own electricity/gas meters but all bills have been paid by Barry Cousins throughout the entire period. The only parking permit ever applied for since 2000 have been by Barry Cousins and Linda Lee.

20. Since 2007, following the sad death of Linda Lee, Mr Cousins has continued to use the whole house as his home.

The general principles of planning control

21. Planning control is concerned not with legal ownership but with the *development of land*.

22. Development comprises the carrying out of building or other operations on the land or, of particular relevance for present purposes, *the making of a material change of use in the land*: section 55(1) Town and Country Planning Act 1990. (Incidentally it is worth pointing out that the carrying out of purely internal works to a building does not constitute building operations and so does not in itself constitute development: section 55(2).

But this is not relevant to the question of whether there has been a material change of use).

23. Nor does a change of use to a building within a particular Use Class constitute development: section 55(2)(f). The Use Classes are those specified by the Town and Country Planning (Use Classes) Order 1987. Class C3 constitutes use as a dwelling for a single person or single household.
24. By section 56(1)(b), a development comprising a material change of use is initiated at the time when the new use is "instituted". Under normal circumstances, the *development* of land triggers the need to obtain planning permission: section 57(1).

Sub-division and amalgamation

25. In the past, the law has focused primarily on the need for planning permission when a house is *sub-divided*. Thus, section 55(3)(a) makes it clear that sub-division of a house into two or more dwelling houses constitutes development: "*the use as two or more dwelling houses of any building previously used as a single dwelling house involves a material change in the use of a building and of each part of which is so used.*"
26. However it is clear that the reverse process of amalgamation may also constitute development requiring planning permission. This was established in *Richmond upon Thames LBC v Secretary of State for the*

Environment, Transport and the Regions 2000 2 PLR 115. In this case, the house 11 Denbigh Gardens, Richmond, which comprised seven small households was going to be amalgamated into a single household. The two questions that arose were whether this change amounted to a material change of use for the purpose of section 55, and whether the freeholder could rely on section 55(2)(f) (i.e. was the change of use within the Use Classes Order).

27. It was held that the change did involve a material change of use and section 55(2)(f) did not apply. Accordingly planning permission was needed. The reasoning of the Judge, Mr Lockhart-Mummery QC, is that the change involved a change to the character of the use of the land. The Judge was influenced by the fact that the need for housing is a material consideration to be taken into account on the consideration of a planning application.

28. The decision is referred to without criticism in the *Encyclopaedia of Planning Law*, see P55.49.

The planning position here

29. There are differences between the facts in the *Richmond upon Thames case* and the position of Mr Cousins in that, in the Richmond case, there was a direct transition from occupation by seven households to occupation by a single household whereas here there has been a gradual bringing of 11 Belsize Crescent into single occupation.

30. Nevertheless this distinction seems not significant in planning terms. It seems that following the *Richmond upon Thames* case, there was a material change of use at least when Mr Cousins and Linda Lee occupied the whole building (and probably before). At this time, the legal position was that the whole building was being used in accordance with Use Class C3. Mr Cousins and Linda Lee ought to have applied for planning permission for such a use but did not.

Enforcement of planning control

31. For the purposes of the Act, the carrying out of development without the required planning permission constitutes a breach of planning control: section 171A. A breach of planning control is addressed by the service of an enforcement notice under section 172. The issue of an enforcement notice constitutes taking enforcement action: section 171A(2)(a).

32. However the time period in which enforcement action can be taken is not indefinite. Of particular importance in the present context is section 171B(2) which provides that: "*Where there has been breach of planning control consisting of use of any building to use as a single dwelling house, no enforcement action may be taken after the end of the period of four years beginning with the date of breach.*" This is plainly of relevance here is that there can be no doubt that the whole house is now being used as a single dwelling house so that the 4 year rule applies.

33. These time limits are capable of being dis-applied in certain circumstances in cases of "deliberate concealment" of a breach of

planning control. Where there has been deliberate concealment, then by virtue of section 171BA, the Council is able to apply to a Magistrates Court for a "planning enforcement order" (which is to be distinguished from an enforcement notice). The Magistrates Court may only make a planning enforcement order if it is satisfied on the balance of probabilities that there has been deliberate concealment of a breach of planning control: section 171BC.

The enforcement position here

34. Given the breach of planning control, by virtue of section 171B, the local authority had four years in which to enforce the planning breach. They did not take enforcement action within this time and so the continued use of the house as a C3 use is lawful.
35. The new provisions relating to planning enforcement orders can have no relevance here because it cannot be suggested that Mr Cousins and Linda Lee have deliberately concealed the fact that they occupied the entire house. Thus Mr Cousins informed the Council that this was the position by telephone in 2001 and 2004. Further, on 2 January 2006, Mr Cousins wrote to the Housing Advice Centre of the London Borough of Camden making the position as to occupation of the whole house clear. In the course of the letter, he said: *"Only myself and my partner/spouse Linda Lee live in the whole house (which consists of five floors) as a single dwelling."*

Certificate of lawfulness

36. Section 191 provides that a person can apply to a local authority for a certificate as to the lawfulness of any existing use. By section 191(2), a use is lawful if the time for taking any enforcement action has expired.
37. The procedure for applying for a certificate is set out at article 35 Town and Country Planning (General Development Management Procedure) (England) Order 2010. The application has to be made on a form published by the Secretary of State and must be accompanied by a plan and evidence in support.
38. Guidance on the approach to be adopted by the local planning authority in deciding an application for a certificate of lawfulness is given in *FW Gabbitts v Secretary of State for the Environment* 1985 JPL 630 which establishes the following propositions:
- (i) the burden of proof is on the applicant for a certificate;
 - (ii) the *standard* of proof is the balance of probabilities, not the criminal standard of beyond reasonable doubt;
 - (iii) there is no single piece of evidence that is determinative, the local authority should consider all the available evidence;
 - (iv) there is no rule that the applicant's evidence needs to be corroborated in order to be accepted as true by the local authority; on the contrary, the

local authority needs good reason before rejecting the evidence presented by the applicant in the form of statutory declarations.

39. The statutory declarations here make it clear that Mr Cousins and Linda Lee occupied the entirety of the house from 2000, and that Mr Cousins occupied the whole house on his own following her death. It may seem to the local authority that the house was too big for Mr Cousins to occupy on his own but he was perfectly entitled and did occupy it in this way following the death of Linda Lee.

The position here

40. Mr Cousins should be granted a certificate of lawfulness. He fulfils the legal criteria. He must make the application using the procedure set out in article 35 of the General Development Management Procedure.

The council tax position

41. The planning regime is entirely different from the council tax regime and it is not possible or correct to argue from one to the other.
42. The council tax regime is governed by Council Tax (Chargeable Dwellings) Order 1992 as amended.
43. Specifically article 3 refers to what is referred to as "*self-contained units*". A self-contained unit is defined as a "*building or a part of a building which has been constructed or adapted for use as a separate living*

accommodation." Article 3 provides that each self-contained unit shall be considered to be a single dwelling.

44. For council tax purposes, it is the physical layout rather than the *use* that is important. This was made clear in the recent decision of *Corkish (Listing Officer) v Wright* 2014 EWHC 237 (Admin) in which case Mr Justice Popplewell stated at paragraph 5(5): "*actual use is not the test, and even in cases where it may be of some relevance it will not usually be a factor of significant weight.*" By contrast, for planning purposes, it is user that is all important.
45. The Council apparently views this property as containing a number of self-contained units because of the fact that separate kitchens have been retained (among other factors). It may be that because of the fact that little internal work has been done to the interior beyond removal of the various front doors, this view is legally justifiable.
46. A "*multiple property*" for the purposes of the Order is defined, at article 2, as a property comprising one or more dwellings for the purposes of article 3. Article 4 of the Order gives the listing office in some circumstances a discretion to treat a multiple property as a single dwelling but this only applies when there is only a single self-contained unit. This would not therefore seem to be relevant to the current position.
47. However as already stated, the council tax position is entirely separate from the planning position and the two must not be confused.

New Square Chambers

Alexander Hill-Smith

Lincoln's Inn

17 July 2014

Contained within Exhibit BC5 is:-


The 6 page Advice of Counsel (Alexander Hill-Smith) dated 24 July 2014 in respect
my Roof Terrace and associated structures I constructed in December 1999

Exhibit BC5

This is Exhibit marked "BC5" referred to in the Statutory Declaration of Barry
Cousins and sworn this 26th day of August 2014

DECLARED at

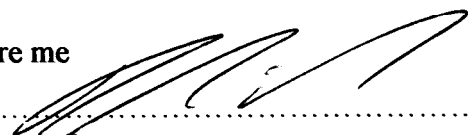
this 26th day of August 2014



Barry Cousins

SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

Before me



DANIEL STURDEN

A commissioner for oaths (or) solicitor empowered
To administer oaths

BARRY COUSINS

ROOF TERRACE

11 Belsize Crescent, London NW3

ADVICE

1. Mr Cousins is the owner of 11 Belsize Crescent. I am asked to advise him in relation to the roof terrace accessible from Flat E created by him in late 1999. Mr Cousins never obtained planning permission for the construction of the roof terrace.

2. The issues to be considered are:
 - (i) Did Mr Cousins need planning permission for this construction?

 - (ii) If there was a breach of planning control, when did it take place and can enforcement action still be taken against Mr Cousins in relation to it?

 - (iii) Is Mr Cousins entitled to obtain an established use certificate in relation to the construction fo the roof terrace?

History of the roof terrace

3. In December 1999, Mr Cousins created an external roof terrace accessible from Flat E by means of an outside staircase. The construction work entailed the provision of a sturdy staircase and a safety barrier comprising two chains around the perimeter; the flat roof was

already in place. The work was done by Mr Patrick Fuller and Mr Cousins and was completed by New Year's Eve 2000.

4. The roof terrace was first used at a Millennium New Year's Eve party attended by 21 guests plus Mr Cousins and his long term partner Linda Lee. The party was attended by Mr Chris Knight who subsequently became a prominent Camden Councillor. The roof terrace has excellent views over London and Mr Cousins and Linda Lee frequently used it thereafter. She placed flower pots on the terrace and a table and chairs. A further New Year's Eve party was held the following year again attended by Chris Knight. After the sad death of Linda Lee in 2007, Mr Cousins has continued to use the roof terrace from time to time with guests. The roof terrace continues to be accessible by means of the external staircase.

Planning permission

5. Planning permission is needed for acts of development as defined by section 55 Town and Country Planning Act 1990.
6. By section 55(1), development includes the carrying on of "building operations". By section 55(1A), building operations includes "(c) structural alterations of or additions to buildings, and (d) other operations normally undertaken by a person carrying on business as a builder."
7. I assume here that the staircase and safety barrier amounted to an "*addition to the building*". As to section 55(1A)(d), it seems that the works did not in fact require the services of a builder as they seem to have been carried out by Mr Cousins and Mr Fuller. But it is likely to be an addition to the building within section 55(1A)(c). The placing of

flower pots on the roof would not constitute an addition to the building; they are entirely separate from the building albeit placed on the building.

8. However by section 55(2)(a)(ii), there is an exception for works that *"do not materially affect the external appearance of the building."*
9. This test was applied in *Kensington and Chelsea LBC v C.G. Hotels* 1981 41 P & CR 40, in which the Court of Appeal agreed with the Planning Inspector that floodlighting that was unnoticeable at street level during daylight did not constitute a material alteration to the external appearance of the building and that therefore planning permission had not been needed. (The Inspector had also held that fitting of floodlighting did not involve building operations but the Court of Appeal did not think it necessary to address this issue.)
10. This case therefore is authority for the proposition that *visibility* is highly relevant to the question whether there has been a material alteration to the structure.
11. This case was followed in *Burroughs Day v Bristol City Council* 1996 1 PLR 78. Mr Richard Southwell QC said at paragraph 88: *"Whether the effect of an alteration is "material" or not must, in my judgment, depend in part on the degree of visibility. A change to the front wall of a building or the front of the roof which is visible from the street is much more likely to be "material", than a similar change which can be seen only from the top of much taller buildings."*
12. It may be that the external staircase and safety barrier were not sufficiently visible here to constitute a *material* alteration to the external appearance. This will depend upon the extent to which the staircase and safety barrier are visible from other properties. The

Burroughs Day case makes it clear that this is a matter not of law but of detailed consideration of the evidence.

13. It may therefore be arguable that the roof terrace did not constitute development for planning purposes. But for the remainder of this Opinion, I shall proceed on the assumption that the erection of the roof terrace did constitute development requiring planning permission.

Use of the roof terrace

14. For completeness, I should add that the *use* of the roof terrace did not need planning permission. Such use comes within section 55(2)(c), *"the use of any buildings or other land within the curtilage of a dwelling house for any purpose incidental to the enjoyment of the dwelling house as such."* The use here constituted use of the dwelling house itself for a purpose incidental to the enjoyment of the dwelling house; it did not need planning permission.

Enforcement action

15. For the purposes of the Act, the carrying out of development without the required planning permission constitutes a breach of planning control: section 171A. A breach of planning control is addressed by the service of an enforcement notice under section 172. The issue of an enforcement notice constitutes taking enforcement action: section 171A(2)(a).
16. However the time period in which enforcement action can be taken is not indefinite. Of particular importance in the present context is section 171B(1) which provides that: *"Where*

there has been breach of planning control consisting in the carrying out without planning permission of building, engineering, mining or other operations in, or over or under land, no enforcement action may be taken after the end of the period of four years beginning with the date of breach." This is plainly of direct applicability here because, without doubt, the addition of the staircase and safety rail took place more than four years ago

17. The question then arises whether the Council are entitled to seek a planning enforcement notice in accordance with section 171BA or to argue that the time limit under section 171B does not apply by virtue of the principle in *Secretary of State for the Communities v Welwyn Hatfield BC* 2011 2 P & CR 160.
18. Dealing with the latter point first, the principle in *Welwyn Hatfield BC* allows the Council to ignore the time limit for enforcement in circumstances when there has been deliberate fraud in the planning process. In that case, Mr Beesley put in a misleading planning application for a barn with a view to concealing his true intention which was to create a house within the barn. *"Mr Beesley deliberately set out to conceal the true nature of the development during the whole four year period, with the aim that the council would be prevented (as happened) from taking enforcement action within the four year period"* per Lord Mance at [63]. The position here is utterly different. Mr Cousins never misled the planning authorities: he simply did not apply for planning permission. What he did he did openly, there was no concealment or subterfuge. His roof terrace was there to be seen and Mr Cousins made no attempt to hide it.
19. Nor is it open to the Council to apply for a planning enforcement order to circumvent the time limit. First that also depends on deliberate concealment, of which there was none: section 171BC. Second, the time limit had already expired by the date that the planning

enforcement provisions came into force on 6 April 2012. It is not therefore open to the Council to seek a planning enforcement order in any event: *article 13(5) Localism Act 2011 (Commencement No 4 and Transitional Transitory and Saving Provisions) Order 2012 SI 2012/628*.

20. Accordingly the section 171B time limits apply here. In addition to all the above, given the role of Mr Chris Knight in Camden Council, and given his role in complaining to the Council about matters in relation to Mr Cousins, it would seem likely that the Council has had full knowledge of the roof terrace for a significant period of time in any event

Certificate of lawfulness

21. Section 191 provides that a person can apply to a local authority for a certificate as to the lawfulness of any existing use. By section 191(2), a use is lawful if the time for taking any enforcement action has expired.
22. The time for enforcement action has expired as explained above. Accordingly Mr Cousins is entitled to a certificate of lawfulness in respect of the construction of the roof terrace.
23. It will be important to obtain, if at all possible, any documentary evidence in the form of photographs, receipts, statements in any court or other documents to prove that the roof terrace has been in existence for more than four years. This will provide additional support to the statutory declarations that are already available.

New Square Chambers

Alexander Hill-Smith

Lincoln's Inn

24 July 2014

<u>Here After Divider 7 are</u> Statutory Declarations of others persons As listed immediately after Divider 7 in alphabetical order of surname, as flws:-	Page No.s 77
Bobby Barwick	78-79
Carolyne Brown	80-81
Steven Coogan	82-83
Patrick Fuller	84-85
James David Pashley	86-87
Julie Selby	88-89

I, Bobby Barwick, a retired Human Resources consultant, of 20 Church Row NW3
6UP do solemnly and sincerely declare as follows:-

1. I have known Barry Cousins and his "spouse" Linda Lee since around 1991 when I lived in Hampstead and over the years have visited them in their house at 11 Belsize Crescent many times.
2. I was still living in London in the years around 2000 and attended both of Barry and Linda's Millennium parties bringing in the years 2000 and 2001. At each one we went onto the roof terrace of the house (11 Belsize Crescent) just before midnight to toast-in the new year and watch the fireworks set off over London, given the fabulous views from their roof terrace. I believe there were around 20 people at each party and on the roof terrace.
3. I was aware that Barry bought-out the last level (that they did not already own), the 2nd Floor, in the year 2000. Since then only Barry Cousins and Linda Lee lived in the whole house. After Linda died in 2007 Barry has continued to live in the whole house on his own.
4. I moved back to Australia in October 2003 until returning permanently in April 2012 to live in Hampstead, but had two visits here in between. Once in 2005 for five weeks, when I recall having dinner one night with Barry and Linda on the Second Floor, and then for a few months in 2008 after Linda died in September 2007. In 2008 I stayed with my friends in Brighton, but on those occasions I was in London, Barry kindly allowed me to stay in the house. I slept on the 2nd Floor.
5. Whilst in Australia, as good friends of Linda and Barry, I remained in regular contact with them. I therefore remained aware of what was going on at 11 Belsize. The lovely house was always a talking point.
6. I was aware that neither Linda nor Barry ever rented out any part of the house since they owned it all in 2000 (or prior).
7. Linda and Barry, and Barry since Linda's death, have always made good use of every level of the house. Whenever I was in London there were always regular dinner parties in their wonderful large high-ceiling'd Ground Floor front room with its original fire-place. Drinks were on the Second Floor first. As I have stated, I stayed as a guest on the 2nd Floor on occasions – that was also their TV room. The top 3rd Floor they both used mostly as an "Art

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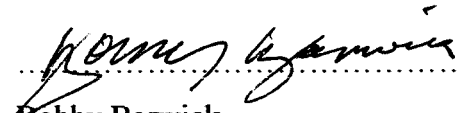
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RWIGGS
SOLOMON
7/8/4

studio". Barry continues to use the house in much the same manner as he did when Linda was alive, although there are probably less dinner parties, which I still enjoy attending.


8. I am able to make this declaration from my own knowledge.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835

DECLARED at 3 Coach House Yard
Hampstead High Street - London NW3
this 7 day of August 2014


Bobby Barwick

Before me


 RUPERT SOMMEIER, SOLICITOR

A commissioner for oaths (or) solicitor empowered

To administer oaths

SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

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3 Coach House Yard
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RUPERT SOMMEIER
7/8/14

I, Carolyne (“Carrie”) Brown of 6 Wycombe Gardens NW11 8AL do solemnly and sincerely declare as follows:-

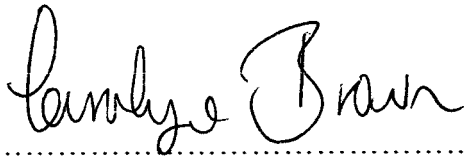
1. I have known Barry Cousins since early 2008. We got to know one another because of having the same mutual friends and having in common that whilst Barry lost his wife, Linda, suddenly in September 2007, I lost my husband suddenly in November 2007. Barry has become a friend
2. We have over this period consoled one another over our loss, regularly attending each other’s houses. Sometimes just for a drink and a chat and sometimes for dinner together, which we would sometimes have in the Ground Floor dining room in Barry’s house, but usually on the Second Floor (where I know Barry also used the main room as his TV room). We would usually have drinks on the Second Floor of Barry’s house too, but sometimes on the roof terrace, weather permitting. The roof terrace has spectacular views over London, and I always enjoy sitting up there (with a glass of wine).
3. Barry makes good use of the whole of the house.
4. When I would pop over for a short chat, we would often just sit in the back room of the Ground Floor, to save climbing the stairs, and just talk.
5. I continue to visit Barry in these ways in his house (as he does in my house).
6. I know that Barry uses the First Floor level more exclusively for himself. I have spent time on the Third Floor level to access the roof terrace or otherwise. This level is mostly used as an art studio. I have seen the paintings there. I know that Barry uses the basement level as storage.
7. I know that Barry lives in the whole house (11 Belsize Crescent) all on his own and has done so ever since I’ve known him. I also know first hand that Barry has never rented out any part of the house since I’ve known him (and he

tells me never prior either). I know that he has friends and relatives stay in the house as guests occasionally. For example I know his niece's husband from Israel visited in 2012 with family for the London Olympics and he recently had the son of good friends from USA stay en route to Turkey. Like me, with a big house, there are always friends and relatives visiting who will look to fill it !

8. I am able to make this declaration from my own knowledge.

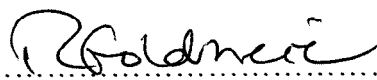
AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835

DECLARED at 3 Coach House Yard
Hampstead High Street London NW3 1QD
this 12 day of August 2014



Carolyne Brown

Before me


 RUPERT SOLOMIEL, SOLICITOR

A commissioner for oaths (or) solicitor empowered

To administer oaths

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London NW3 1QD


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3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2


RUPERT SOLOMIEL
12 August 2014

I, Steven Coogan, of 9A Belsize Crescent, London NW3 5QY do solemnly and sincerely declare as follows:-

1. My wife, Louise, and I bought Garden Flat 9A Belsize Crescent and moved-in in 2007 and thus became next door neighbours of Barry Cousins and his wife Linda.Lee at 11 Belsize Crescent. We wanted a suitable accommodation for our intended family. Shortly after moving in we had our first child, and recently our second.
2. I was aware that Linda Lee and Barry Cousins were the only people living in the whole of the house at 11 Belsize Crescent.
3. After Linda died later in 2007, Barry continued to live in the whole house on his own since.
4. Linda kept the back garden exceptionally nicely cultivated on a regular basis, but Barry has not been so diligent..
5. I have never seen any other persons coming to 11 Belsize Crescent on a regular basis other than Linda Lee and Barry Cousins and therefore verily believe that Linda Lee and Barry Cousins and Barry Cousins after Linda's death were the only people living there, and that no part of the house was rented out since we moved in to date.

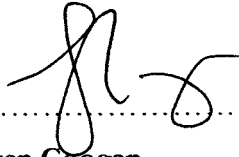
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3 Coach House Yard
Hampstead High Street
London NW3 1QD


RUPERT SOUMIER
18 August 2018

6. I am able to make this declaration from my own knowledge.

AND I make this solemn declaration conscientiously believing the same to be true
and by virtue of the Statutory Declaration Act 1835

DECLARED at 3 Coach House Yard
Hampstead High Street London NW3 1QD
this 18 day of August 2014



Steven Coogan

Before me

R Goldmer Rupert Solomon
Solicitor

A commissioner for oaths (or) solicitor empowered

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to be a true copy of the
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SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
London NW3 1QD

R Goldmer
Rupert Solomon
18 August 2014

SOLOMON TAYLOR & SHAW
3 Coach House Yard
Hampstead High Street
LONDON NW3 1QD
Tel: 020 7431 1912
DX 144580 HAMPSTEAD 2

I, Patrick Fuller of Garden Flat A, 62 Cavendish Road NW6 7XP do solemnly and sincerely declare as follows:-

1. I have been doing “odd jobs” around the house (11 Belsize Crescent NW3) for Barry Cousins (and his “spouse” Linda Lee) since the mid 1990’s. I was aware that Barry owned the freehold at the time and that they owned the Top (3rd Floor), Ground and Basement levels too, and were living in the Top and Ground Floor levels using the Basement level as storage and access to the garden (although they were doing some renovation works to the basement level which I was involved in). I also know that Barry bought the remaining two levels, First Floor and Second Floor, in 1999 and 2000.
2. In late December 1999 I assisted Barry in his building a roof terrace on the top of the house on the flat part of the mansard roof, which involved building a wooden staircase up from the 3rd Floor to the terrace and creating a perimeter around the terrace for safety, as well as a wooden “fence” at the bottom of the staircase for safety.
3. In 2004 I helped Barry remove the 4 front doors to the Ground, First, Second and Third Floor Flats. I know at the time he was looking to have the Council Taxes consolidated into one, and thought that removing the doors would help if there was an inspection. I know that those levels still today do not have front doors.
4. I know that since 2000 only Barry Cousins and his wife, Linda Lee, lived in the whole house. After Linda died in 2007 Barry continued to live in the whole house on his own since.
5. I was aware that neither Linda nor Barry ever rented out any part of the house since they owned it all in 2000 (or prior) nor had anyone else been living in the house other than themselves since (other than occasional guests).

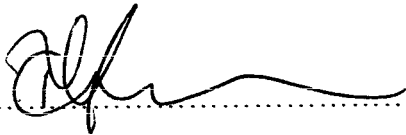
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Hampstead High Street
London NW3 1QD

R Solomon
RUPERT SOLOMON
9/8/14

6. I am able to make this declaration from my own knowledge.

AND I make this solemn declaration conscientiously believing the same to be true
and by virtue of the Statutory Declaration Act 1835

DECLARED at 3 Coach House yard
Hampstead High Street London NW3
this 8 day of August 2014



Patrick Fuller

Before me

R Goldmeier RUPERT GOLDMEIER, SOLICITOR

A commissioner for oaths (or) solicitor empowered

To administer oaths

SOLOMON TAYLOR & SHAW
3 Coach House Yard
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3 Coach House Yard
Hampstead High Street
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R Goldmeier
RUPERT GOLDMEIER
8/8/14

I, James David Pashley, a retired senior National Health Manager, of 56 Mount View Road N4 4JR do solemnly and sincerely declare as follows:-

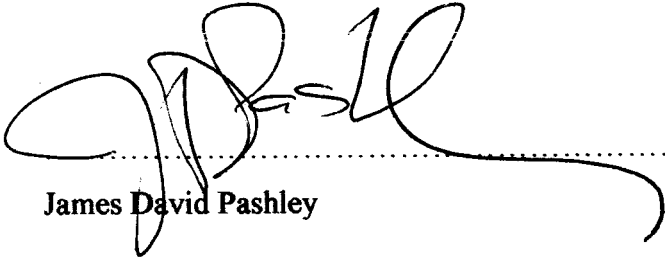
1. I have known Barry Cousins and his "spouse" partner Linda Lee for many years having joined their Hampstead Heath running/walking group in about 1998 and over the years have visited them in their house at 11 Belsize Crescent many times.
2. I attended Barry and Linda's "Millennium" party bringing in the year 2001. We went onto the roof terrace of the house (11 Belsize Crescent) just before midnight to toast-in the New Year and watch the fireworks set off over London, given the fabulous views from their roof terrace. I believe there were more than 20 people there on the roof terrace (including Barry and Linda's next door neighbours Julie and Chris Knight, the latter of whom I understood went on to be a Camden councillor around 2006).
3. I was aware that Barry bought-out the last level (2nd Floor) in the year 2000. Since then only Barry Cousins and Linda Lee lived in the whole house. After Linda died in 2007 Barry has continued to live in the whole house on his own.
4. I was aware that neither Linda nor Barry ever rented out any part of the house since they owned it all in 2000 (or prior).
5. Linda and Barry, and Barry since Linda's death, have always made good use of every level of the house. I have visited Barry on many occasions, particularly after Linda's death, and when visiting on my own, Barry would usually take me to the Second Floor, where we would chat and share a bottle of wine/whisky or tea, and on some occasions share a meal. Sometimes we went up to the roof terrace and ate and drank there. I know that Barry tended to keep the First Floor, where he slept, more private. Because of their large front room on the Ground Floor with its high ceiling and original features, Linda and Barry used it for frequent dinner parties (as already stated). After Linda's death, Barry has endeavoured to keep this tradition going. The usual routine has been pre-dinner drinks on the Second Floor (sometimes on the roof terrace in the summer) followed by dinner on the Ground Floor.

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London NW3 1QD
R Goldmeier
RUPERT SOLAMER
8/8/14

6. I also know from visiting the Second Floor that the main room is also used as the television room. The top 3rd Floor with its interesting sloping ceilings made it an obvious part of the house for both Linda and Barry to use mostly for their art work. Barry continues to use the house in much the same manner as he did when Linda was alive. There are fewer dinner parties, which I still enjoy attending, although nowadays Barry makes some of us "muck-in" with the cooking.
7. I am able to make this declaration from my own knowledge.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835

DECLARED at 3 Coach House Yard
Hampstead High Street London NW3
 this 8 day of August 2014


 James David Pashley

Before me
R Goldmeier RUPERT GOLDMEIER SOLICITOR

A commissioner for oaths (or) solicitor empowered

To administer oaths

We hereby certify this to be a true copy of the original document
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R Goldmeier
 RUPERT GOLDMEIER
 8/8/14

SOLOMON TAYLOR & SHAW
 3 Coach House Yard
 Hampstead High Street
 LONDON NW3 1QD
 Tel: 020 7431 1912
 DX 144580 HAMPSTEAD 2

I, Julie Selby, a retired Company Director, of 24 Highgate West Hill N6 6NP do solemnly and sincerely declare as follows:-

1. I have known Barry Cousins and his "spouse" Linda Lee for many years having joined their Hampstead Heath walking group and over the years have visited them in their house at 11 Belsize Crescent many times.
2. I attended the second "millennium" party of Linda and Barry on the night of December 31 2000 We all went onto the roof terrace of the house just before midnight to toast-in the new year and watch the fireworks set off over London, given the fabulous views from the roof terrace. I believe there were around 20 people at the party and on the roof terrace (including Barry and Linda's next door neighbours Julie and Chris Knight, the latter of whom I understood went on to be a Camden councillor around 2006).
3. I was aware that Barry bought-out the last level (2nd Floor) in the year 2000. Since then only Barry Cousins and Linda Lee lived in the whole house. After Linda died in 2007 Barry has continued to live in the whole house on his own.
4. I was aware that neither Linda nor Barry ever rented out any part of the house since they owned it all in 2000 (or prior).
5. Linda and Barry, and Barry since Linda's death, have always made good use of every level of the house. Because of their large front room on the Ground Floor with its high ceiling and original features, Linda and Barry used it for frequent dinner parties. After Linda's death, Barry has endeavoured to keep this tradition going. The usual routine is pre-dinner drinks on the Second Floor (sometimes on the roof terrace in the summer) followed by dinner on the Ground Floor. I also know from visiting the Second Floor that the main room is also used as the television room. The top 3rd Floor with its interesting sloping ceilings made it an obvious part of the house for both Linda and Barry to use mostly for their art work. Barry continues to use the house in much the same manner as he did when Linda was alive, although there are probably less dinner parties, which I still enjoy attending, although nowadays Barry lets some of us "muck-in" and help him with the cooking.

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3 Coach House Yard
Hampstead High Street
London NW3 1QD

R Goldner
RUPERT GOLDMEIER
7/8/14

6. I am able to make this declaration from my own knowledge.

AND I make this solemn declaration conscientiously believing the same to be true
and by virtue of the Statutory Declaration Act 1835

DECLARED at 3 Coach House Yard
Hampstead High Street London NW3
this 7 day of August 2014

.....
Julie Selby

Julie Selby

Before me

..... *R Goldner* RUPERT GOLDNER, SOLICITOR

A commissioner for oaths (or) solicitor empowered

To administer oaths

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R Goldner
RUPERT GOLDNER
7/8/14