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Sent: 12 April 2019 10:03
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[REDACTED] HEALY, Kieran-PSBP [REDACTED] Adam
Nickerson [REDACTED] Hugh Pearce [REDACTED]
Robinson, Roger (Councillor) [REDACTED] Tomlinson, Paul (Councillor)
[REDACTED] Khatoon, Samata (Councillor)
Subject: Maria Fedelis, Phoenix Road, NW1 1TA - Application number: 2019/1625/P

Dear David

Maria Fedelis, Phoenix Road, NW1 1TA - Application number: 2019/1625/P

Further to the above application I'm in the unenviable position of being cited as the sole justification for what would ordinarily appear a preposterous application, to retain a slice of bricked up derelict building; whilst simultaneously having the unique opportunity of being able to repudiate all of the claims made by Mike Ibbott in his supporting statement.

Following service of the Party Wall Act Notice on 13th July 2018, engineering details of the proposed work weren't released by Kier until September. From the beginning of October, through to demolition commencing on the adjacent building in November, the respective PW Act surveyors were in contact and attempts being made to arrange the requisite condition survey of No:42. Following a delay for Adam Nickerson's paternity leave and his replacement, Scott Kenna's, illness, the meeting of surveyors was finally agreed with Kier for Monday 26th November. Subsequent to which it was anticipated that a draft PW Act agreement would be produced by Gleeds for signature prior to commencement of engineering work to the boundary wall. Indeed, as the demolition machine marched ever closer to No:42, I repeatedly emailed Kier through November requesting that the PW Act agreement be concluded as soon as possible. Copies of emails can be supplied and no draft PW Act agreement was ever received.

Interestingly, whilst this apparently amicable process was in chain, demolition of No:44 had commenced in early November 2018 in what, only now, I realise was a very selective way. Initially the windows closest to No:42 were blocked up and a systematic dissection of the building commenced to create what remains today. See the attached photograph dated 22nd November 2018.



Whilst embroiled by Kier in the middle of their cat and mouse charade of PW Act surveyor negotiations, Mike Ibbott of TP Bennett stated to Camden (email dated 13th November) that *"Kier Construction intends leaving in place part of the existing school building abutting the boundary" "as the most practical solution"*. Subsequently in the above application, Mike Ibbott further states that "Due to the breakdown in negotiations between the parties" "the building owner would investigate alterations to the extent of the demolition". Given that Mike Ibbott's 13th November email confirms the decision had been made, if Mike Ibbott's application letter is to be believed (?) and allowing time for Kier's engineers to "investigate alterations", the claimed "breakdown in negotiations between the parties", which lie at the heart of this application, must have occurred in mid/late October 2018 at the latest!

Unfortunately no one at Kier deigned to inform me that our "negotiations had broken down" and they'd started to "investigate alterations" until at least a month later when the PW Act surveyors were still diared to meet! On 22nd November Mike Molloy confessed that Kier had already decided it would be "quicker and cheaper" to simply retain a section of No:44 than complete its demolition, thereby avoiding the need for a PW Act agreement and the substantial time/cost of engineering a support for No:42.

Subsequent to the 22nd November, Kier kindly agreed to pay our aborted PW Act fees and we went our separate ways. Since which date, I've had no contact with Kier until this application, other than pursuing them for our aborted fees (eventually paid 19th March)

complaining about unauthorised access and seeking a copy of our condition survey, which has never been received.

From the above timeline, it's glaringly apparent that Kier, as early as mid October 2018 (probably earlier), had already unilaterally decided to save the considerable time and expense of completing the structural support of the party wall with No:42, required of their planning consent. Necessitating their implementation of an elaborate programme of misdirection involving PW Act surveyors, and TP Bennett, calculated to eventually enable Mike Ibbott to erroneously claim to Camden that his clients had been forced by the "breakdown in negotiations" with their unreasonable neighbour into reluctantly having to retain a derelict slice of No:44 and thereby being prevented from implementing the planning permission as granted. Culminating in the above application supported by Mike Ibbott's wholly unsubstantiated narrative.

To conclude, I sincerely hope that you and your colleagues won't be persuaded to approve this application based upon Mike Ibbott's provably unreliable claims; which would revoke all the improvements offered by the consented scheme to the historic crime and anti-social behaviour endured in Clarendon Grove, blight Phoenix Road with a bricked up derelict folly and fall short of every aspiration within the Euston Area plan. Whilst simultaneously allowing Kier to obfuscate it's responsibilities and save a substantial amount of money.

Although clearly branded by Mike Ibbott as the villain in this case, Findlay Est Co has owned No:42 for more than 25 years, is committed to investing in the future of Somers Town and intends remaining to do so for at least another 25 years; long after Kier have disappeared. Accordingly, it's very disappointing not to have been invited by Mike Ibbott to the meeting he called on 23rd January "to consider the way forward". Perhaps one idea might be to include the derelict slice of No:44 into the demolition contract of No:42, as it wouldn't then be required for support, and, unlike Kier and the school, we'd be happy to take financial responsibility for the provision and maintenance of the full height green wall proposed by Elizabeth Beaumont, which we've been championing in recent discussions with your colleagues?

Heaven forbid, a bit of mature joined up thinking and mutual understanding might just achieve the exciting Phoenix Road street scape envisaged in the Euston Area Plan, a full height green wall, for the school and community to enjoy, and a vastly improved Clarendon Grove free from persistent crime and anti social behaviour. Unless of course, Mike Ibbott and his client wish to continue hiding behind their erroneous claims of being obstructed at every turn by an impossibly difficult neighbour who's thwarted all chance of their goal to complete the consented scheme!

Do not hesitate to contact me should you require any further information and I'd be delighted to attend any future meetings that Kier, Camden and/or Mike Ibbott may plan, should anyone wish to include us in consideration of finding the most appropriate "way forward".

Yours sincerely

Duncan M. Pittaway

[REDACTED]

The Findlay Estate Co Ltd

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