



Pinsent Masons

BY EMAIL & POST

Ryedale District Council
Ryedale House
Malton
North Yorkshire
YO17 7HH

Your Ref BS/CONV-09-R001

Our Ref 64732206.1\MCB\639313.07004

For the attention of Mr Anthony Winship, Head of Legal Services

23 September 2015

Dear Sirs

WENTWORTH STREET CAR PARK, MALTON

Thank you for your letter 22 September 2015.

Our client's response to your letter and the Council's forthcoming consideration of whether to renew / extend its conditional sale contract of the Wentworth Street Car Park ("WSCP") with GMI Holbeck Land (Malton) Limited ("GMI") at a meeting of the Council's Policy & Resources Committee on 24 September 2015 is as follows:-

1. Given the extensive history and public funds that have been expended to date by the Council (with no return) in respect of WSCP, our client considers that the Council's decision to treat the Report and deliberations on whether the conditional contract for the sale of WSCP should be extended / renewed as exempt by virtue of Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 (as amended) is extremely concerning and is inconsistent with what should be the Council's overarching duty to be open and transparent when making decisions. This point is reinforced by the defensive tone and content of your letter dated 22 September 2015.
2. We note that our letter dated 12 June 2015 (and enclosures) will be made available to the Officers and Members attending the meeting of the Policy & Resources Committee on 24 September 2015. The points made in those letters remain unchanged;
3. Please confirm that the Officers and Members attending tomorrow's meeting will also be provided with the following information / documents:-
 - 3.1 a copy of the Judgment of MJ Dove in the WSCP judicial review;
 - 3.2 the Inspector's Decision Letter and Costs Decision Letter in the Livestock Market Appeal Inquiry;
 - 3.3 Full details of the costs incurred by the Council in dealing with the WSCP, including, but not limited to:-
 - (a) the costs of dealing with the conditional sale contract with GMI;

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- (b) the costs of the Council's unsuccessful defence of our client's appeal against the Council's refusal of our client's planning application to develop the Livestock Market Site in Malton, including the adverse costs paid to our client following the Costs Decision Letter;
- (c) the costs incurred by the Council in its unsuccessful defence of our client's judicial review application that resulted in the Council's decision to grant planning consent to the proposed development at WSCP being quashed together with a fair and reasonable estimate of the likely costs that the Council are liable to pay our client when our client's costs claim is agreed or determined.

4. It remains our client's position that the Council does not have any lawful or commercial grounds to extend or renew the sale contract for the WSCP with GMI. Our client therefore expressly reserves its position in this regard.

Please confirm that a copy of this letter will be made available to the Officers and Members attending the meeting of the Policy & Resources Committee on 24 September 2015.

Yours faithfully


Piers Masons LLP