IN THE DISTRICT COURT OF NEW ZEALAND

NORTH SHORE

CIV – 2018-044-1629

NOTICE OF DEFENCE

Filed by: Ian James Plowman – First Defendant
Nikau Grove Nursery Ltd – Second Defendant

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Date

Signature

Defendant

IN THE DISTRICT COURT OF NEW ZEALAND

NORTH SHORE

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UNDER THE Property Law Act (2007)
The property law act is irrelevant to this case. This case is about a non-existent lease on a non-existent property and the eviction and trespass of a squatter from that property.

In the matter of "Breach of Lease/Contract"
(There was no lease, contract or tenancy agreement, therefore no breach of lease can have occurred)

CORRECTIONS TO DOCUMENTS FILED IN THE NORTH SHORE DISTRICT COURT ON 14TH NOVERMBER 2018

a) **First Defendant**: Ian James Plowman is not a Managing Director. Ian Plowman is a Nurseryman operating a plant and tree nursery with the Trade Name "Nikau Grove Nursery".

b) **The Second Defendant**, Nikau Grove Nursery Ltd **does not carry on business as a Nursery** at 51 Smith Rd, Kumeu or anywhere else.

c) **The property law act 2007 has nothing to do with this case**. It is irrelevant. This case is about a squatter with no lease, no contract and no tenancy agreement, being evicted and trespassed from a property located at Smith Road Kumeu.

d) **The plaintiff's address for Service is false.**

NOTICE OF DEFENCE

This case is about a non-existent lease on a non-existent property address.

The plaintiff did at no time have a lease, contract or tenancy agreement and this was confirmed by: The first defendant, the owners of the property, the Kumeu/Huapai Police and the NZ Police Legal Division and the Adjudicator at the Reside3ntial Tenancy Tribunal Hearing on 26th November 2018. **51B Smith Road Kumeu, does not exist**. **There is no such property or address.**

On the night of 25th October 2018 the Kumeu/Huapai police telephoned the first defendant and informed him that the NZ Police Legal Division had confirmed (after communication from the property owners) that the plaintiff/squatter did not have a lease, a contract or a tenancy agreement and was therefore just a squatter. The police advised the first defendant to evict the plaintiff immediately and if he did not take his possessions with him to dump them at the said of the road.

The first defendant asks the Court to confirm the opinion of:

The first defendant
The Trustees of the J & P Corban Trust (owners of the property located at 51 Smith Road Kumeu)
The Kumeu/Huapai Police
The NZ Police Legal Division
The Residential Tenancy Tribunal

THAT: The plaintiff/squatter – Dennis Smith, did not have a lease, a tenancy agreement or a contract on the property located at 51 Smith Road Kumeu. He had a 3 week parking/storage arrangement for one container and a truck, and when that 3 week period concluded. (Wednesday 5th September 2018) he was nothing but a squatter, with no right to be occupying the property.

If the Court can quickly confirm the opinions of the above mentioned persons, the plaintiff/squatter has no case. This dreadful time wasting saga which has caused a lot of stress to a lot of people and wasted a lot of peoples time will be over will then finally be over.

The first and second defendant asks the Court to have the Plaintiff – Dennis Arthur Smith, declared a vexatious litigant.

COURT CASE HISTORY with First Defendant

Dennis Smith has to date filed cases against the first defendant:

- Waitakere Tenancy Tribunal 26th November 2018.
- Waitakere Disputes Tribunal 18th January 2019
- Manukau District Court 1 February 2019
- North Shore District Court (date yet to be determined)

In the first three cases Smith deliberately gave false physical addresses for himself (an address that actually does not exist) so he could not be found.
He more importantly supplied the court (evidence attached) with false email addresses and contact addresses etc, for the first defendant evidence attached) in what can only be assumed was a deliberate attempt to prevent the first defendant from knowing about the court appearances. Presumably he thought he would be able to go to court by himself and the first defendant would lose by default.

Smith cancelled the tenancy tribunal hearing by email to the Tribunal moments prior to it's commencement falsely claiming he had transferred the matter to the North Shore District Court. He did no such thing, the Court has been notified and a re-hearing to award costs to the first defendant will be heard on 11th March 2019.

Smith cancelled the Disputes Tribunal hearing a couple of days prior to the hearing once again falsely claiming he had transferred the matter to this case in the North Shore District Court. Once again Smith has lied to, and deliberately misled the Courts. (They have been informed) This case is totally unrelated to the Disputes Tribunal Hearing. This current case was filed in the North Shore District Court on 14th November 2019. Smith cancelled the Disputes Tribunal case on 15th January by email to the Courts. 3 days prior to the hearing.

Smith did not turn up to the hearing in the Manukau District Court on 1st February 2019 and the case was "stuck out"

This program of Smiths is purely to waste the time of everyone involved from which he gains a sick perverse sense of enjoyment as he has nothing else to do with his life.
He is moving from Court to Court to make it difficult for the Justice Department to track his movements or actions.

In addition to the above cases Smith has also taken the owners of the previous property he was squatting on to court twice with a third case pending. This was a property owned by Keith Hay Homes. Sir David Hay is the defendant.
The hearing is being held in the Waitakere Disputes Tribunal.

- Case 1. 29th October 2018
- Case 2. 29th January 2019
- Case 3 Date to be determined.

The above three cases are virtually the same as the case involving the first defendant bin this case: Smith falsely claims breach of a **non- existent** lease because he was evicted from their property.

He has also threatened Swanson Storage with Civil Action and informed the first defendant of his intention to take civil action against Combined Haulage for any damage to his posessions in the container while it was being moved.

PLAINTIFF - DENNIS SMITH – SQUATTER HISTORY

Dennis Smith tenancy issues – brief recent history:

- 2016, **Deported from Samoa** by the Samoan Prime Minister over "a tenancy dispute" This story is clearly outlined on the internet. Smith as usual has a different take on the subject from everyone else.

- 2018 Arrived on property owned by Keith Hay Homes or a related company in The Concourse in Henderson. **Evicted** on 2nd August 2018. This eviction is currently subject to court action by the plaintiff/squatter in the disputes tribunal. There have already been two hearings and due to the plaintiff/squatter's dishonesty in court a third will be held soon, and all reports indicate he will lose. The defendant (Sir David Hay) has only to provide 2 affidavits to the court to show Dennis Smith was lying in Court and the plaintiff/squatters claim for "breach of lease" will be terminated.

- Arrived 2nd August 2018 at Swanson Storage property in Swanson. **Ordered to leave** on 20th August 2018.

- Arrived 16th August 2018, on property owned by the J & P Corban Trust at Smith Road in Kumeu.
  8th November 2018 **evicted and trespassed** from the property in Kumeu owned by the J & P Corban Trust. This was not a tenancy dispute as Smith was not a tenant. He was just a squatter. This was confirmed by the first defendant, the property owners and the NZ Police.

The Plaintiff claims: The first and second defendants dispute and refute ALL OF THE PLAINTIFF/SQUATTER'S CLAIMS

1. **The first and second defendants have no idea where 51B Smith Ro**ad is so they could not possibly offer to lease that property to the plaintiff/squatter even if they had wanted to.
More importantly **neither the first nor second defendants were legally able to offer the plaintiff/squatter a lease on the property in question, as neither defendant owned the property nor did they have a lease on the property which they were able to sub-lease to a third party**.
The plaintiff/squatter does not at any time appear to have considered this point nor did he ever ask.

On 16th August 2018 the plaintiff/squatter met with the 1st defendant and asked for a parking/storage site for a truck and a container (and nothing else) for a period of 3 weeks. (and no longer) The plaintiff/squatter agreed to pay $50 per week for the parking/storage sites and would have access to power, water and toilets, but would have to pay for the power usage to which he agreed.
The word "lease" was never mentioned by any party during these discussions and for the plaintiff/squatter to suggest otherwise he is deliberately lying to and misleading the court.
That was the total extent of the verbal agreement and discussion between the first defendant and the plaintiff/squatter.

The second defendant was not ever involved or mentioned in these discussions and the plaintiff/squatter is lying to and misleading the Court by suggesting otherwise. The plaintiff/ squatter has only been dealing with the first defendant throughout this entire unfortunate saga. The first defendant was at all times dealing only with the plaintiff/squatter, Dennis A Smith. Neither of his companies were ever involved in this matter and the first defendant had no involvement with them.

2. **The plaintiff had no contact with the second defendant on 16th August 2018. The name was never even mentioned to him and the plaintiff is deliberately lying to and misleading the Court by suggesting otherwise**. The Plaintiff has no idea what business operation the second defendant is actually involved in.

The email sent by the plaintiff/squatter to the first defendant on 16th August 2018 (**it was not sent to the second defendant** and the plaintiff/squatter is deliberately lying to and misleading the court by suggesting it was) which he falsely and dishonestly titled "lease confirmation" is not a lease nor was it a summary of "our agreement".
The word agreement is defined as "negotiated arrangement between parties as to a course of action."
The agreed term was 3 weeks. None of the points included in his email were even discussed with the first defendant let only "negotiated"

During the Residential Tenancy Tribunal Hearing held on 26th November 2018 to discuss the plaintiff/squatters claim of "breach of lease" the adjudicator confirmed that the plaintiff/squatter's email was not a lease. It was in fact the first statement the adjudicator made he made as soon as the case opened. (a case which the plaintiff called for, but did not attend and attempted to cancel by lying to the Courts in writing falsely claiming he had transferred the matter to the North Shore District Court when he had not. As a result a re-hearing for costs will be held on 11th March 2019.

The 1st defendant asks the court to demand that the plaintiff/squatter **present to the court a copy of the lease he continuously refers to, signed by the lessor who ever that may be** (not the first or second defendants as neither provided nor was legally in a position to provide the plaintiff with a lease) **showing the term of the lease, the specific area of land leased, all the terms, conditions and covenants of the lease, relevant dates, etc including the signatures of witnesses to the document as is normal business practice.**
The 1st defendant advises that the plaintiff/squatter will be unable to comply with this request as he has never had a lease. **He was just a squatter**. The plaintiff/squatter falsely and dishonestly claims that an email he sent to the first defendant on 16th August 2018 was a lease or confirmation of a lease. It is the opinion of the first defendant that the plaintiff/squatter has no idea what a real lease actually is.

The first defendant has discovered that when the plaintiff/squatter gets an idea in his head, he is deluded enough to believe it's going to happen despite the fact he has not consulted with or obtained permission or agreement from anyone else. When he gets knocked back because he is dishonest with people in the first place, he blames everyone but himself and then starts taking them to court. **That is why this matter is now in Court.**
The email dated 16th August 2018 was not sent to the second defendant as falsely claimed by the **plaintiff/squatter**. It was sent to and addressed to "Ian" (the first defendant). The plaintiff/squatter had not even heard of the second defendant at that date.
The plaintiff clearly has no idea what constitutes a lease. It is most certainly not "an idea inside his head" nor is it an "agreement he made up with himself" without discussion with any other party. After the first defendant had left the premises on 16th August the plaintiff/squatter wrote a long email (which he falsely claimed was a lease agreement) in which he stated that "we" had agreed that I would provide a parking space (plus a little more area) for a car, a truck and two 40 foot containers for 12 months. (**we did not have any such agreement**)

The plaintiff/squatters email is more than just an email. It is a clear illustration of the level of deceit, dishonesty and subterfuge employed by the plaintiff/squatter in order to get located on to the property at Smith Road and other properties before that.
The first defendant would never agree to allow someone he did not know, to occupy his business property for a period of 12 months. The plaintiff/squatter used whatever dishonesty and subterfuge he thought was required to get a foot on the property, then wrote up his own rules, **falsely called them a lease and an agreement** and when challenged commenced a period of cowardly, childish obnoxious, bullying behaviour to intimidate the 1st defendant into submission. He failed in that respect. It is the same behaviour the plaintiff/squatter has employed on the two previous properties he was squatting on in Auckland from April to August 2018.
In his email, falsely and naively described as a lease, the plaintiff/squatter has expanded the verbal agreement to include a car, a truck and two 40 foot containers plus extra space, for a period of 12 months (instead of three weeks) as well as claiming he would be setting up a business on site.

The same level of subterfuge and deceit was later employed by the plaintiff/squatter during a meeting with the one of the Trustee representing the owners of the property. At that meeting, held on 27th August 2018, the plaintiff/squatter was attempting to gain a lease over the entire property on Smith Road, Kumeu owned by the J & P Corban Trust. **The plaintiff/squatter did not tell the Trustee his real intentions for the land**. He told then (in his own words to the 1st defendant) only what they in his opinion needed to know. That was that (in his opinion) he would not be breaking any council regulations. At no time did he inform the Trustee that he intended to set up a commune of 100 container houses occupied mostly by solo mothers (as told to the first defendant) **He also stupidly told that Trustee (a senior partner in a large firm of solicitors) not to tell the other Trustee that they had even met or what they had discussed.** The first defendant informed the Trustees of the plaintiff/squatters real intentions.

It became apparent to all of us that the plaintiff/squatter was not capable of being honest about anything at all.

The plaintiff/squatter contradicts himself on the subject of and terms of his "non-existent lease"
a) In an email to the Kumeu Huapai Police (attached) dated 11th October 2018 the plaintiff/squatter reverts to talking about one truck and one container. In another email, dated 11th October 2018, sent to the first defendant the plaintiff/squatter, (attached) mentions a period of three months. The problem with the plaintiff/squatter is that he is so dishonest all the time he cannot remember what he said 5 minutes ago so he can never remember what he said 2 months prior. His claims in these Court documents are full of contradictions.

b) On 20th August 2018, (the first defendant was absent from the property) the plaintiff/squatter moved a container on to the property. He was assisted by another tenant, (Mr Bruce Corban of Corbans Nurseries Ltd) and confirmed to that tenant that his truck and container would be stored on site for a period of 3 weeks while he helped the first defendant with his nursery. (**Statement from other tenant attached**.) Four days after writing his email titled "lease confirmation" claiming "we" had agreed to a period of 12 months, he correctly tells a third party the **period of his stay will be three weeks.**

In the days after receiving the email (16th August) from the plaintiff/squatter, more and more of his previously unmentioned plans became known to the first defendant. The first defendant was by now very much aware that the plaintiff/squatter had no intention of leaving the property after the three week storage period had ended. The first defendant decided not to issue an eviction notice or termination of occupation notice at this point as he was going overseas and did not want an angry squatter running amok while his business premises was unattended. This subsequently turned out to be the right decision as when the plaintiff/squatter was given an eviction notice on 9th October **his already suspect behaviour turned extremely toxic.**
There was no room on the 1st defendants business site for a car, a truck and two 40 foot containers and nor was there any room for someone else to be setting up another business on site.

3. As already mentioned **there was no lease agreement or "agreement summary"** except in the plaintiff/squatters head, and along with the total contents of the plaintiff/squatters email should be ignored including his irrelevant reference to the Property Law Act 2007.

4. The plaintiff/squatter **did not have any "leased property**" He was provided with an area of land to store a container and a truck (**and no more**) for three weeks. What he falsely refers to as a country lane is in fact **Smith Road**. **It is a private driveway** way providing an easement to access 51 Smith Road and **is owned by the third defendant**.
The first defendant has no idea what the three rights of way referred to by the plaintiff/squatter are and they are irrelevant to the case. They are simply terms fabricated by the plaintiff/squatter to deliberately confuse the court. The plaintiff/squatters claims would indicate he is completely unfamiliar with the property in question.
The plaintiff/squatter was allowed access to the power water and toilets on the condition that he pay for his share of the power which he subsequently stubbornly refused to do, while continuously demanding access to those facilities.

5. **The second defendant did at no time acknowledge anything to the plaintiff/squatte**r during this entire saga. **The second defendant had no contact with the plaintiff/squatter.**
The plaintiff/squatters notes referring to the Property Law Act 2007 are irrelevant as there was no lease and he is well aware of that.
All references to the property law act 2007 by the first defendant were in relation to a completely unrelated matter regarding a previous tenant and the plaintiff/squatter is well aware of that. The plaintiff/squatter has in these Court documents deliberately twisted things around to mislead the Court into believing the first defendant had discussed this with him in relation to a lease. **THERE WAS NO LEASE – EVER.**

6. The plaintiff/squatters continuous references to the second defendant with whom he has had no relationship or contact are irrelevant. He is attempting to confuse and mislead the Court into believing he had dealings with the second defendant which he did not - ever. At no time did he ever receive a written notice or email from the second defendant.

No correspondence with the plaintiff was ever signed "Nikau Grove Nursery Ltd" and the plaintiff is being dishonest and misleading the Court by suggesting otherwise. The email address "sales@ nikaugrove .co.nz" is not a company. It is an email address used by the 1st defendant for communications to and from everyone. It is another of the plaintiff/squatter's red herrings. The contents of the plaintiff/squatter's "point 6" are nothing more than a childish blatant attempt to link the second defendant to his case and mislead and confuse the Court.

FIRST CAUSE OF ACTION – Breach of Lease Contract – **There was no lease so no breach could have occurred.**

7. The second defendant had no involvement in issuing the eviction notice. It was issued by and signed by the first defendant, the only person ever dealing with the plaintiff/squatter from 16th August to 8th November 2018 as has been repeated many times earlier.
The plaintiff/squatter was never told to vacate 51B Smith Road Kumeu as the property does not exist.
The eviction notice issued on 9th October 2018 was **not a breach of lease as there was no lease to breach**. It was an eviction notice, plain and simple, instructing the plaintiff/squatter that his temporary occupation of the land located at 51 Smith Road was to terminate at midday 8th November 2018. No warning was required. The plaintiff/squatter should have read the notice more carefully. (The email will be presented in Court as evidence)

8. **There was no lease therefore no breach could have occurred**. The plaintiff/squatter's access to power, water and toilets was discontinued due to the plaintiff/squatters childish and stubborn refusal to pay for power usage based on the account supplied by Mercury Energy. **The second defendant had no involvement in this matter as has been repeated many times.**
The power, water and toilets were closed to the plaintiff/squatter by the first defendant on 10th October 2018.

The plaintiff/squatter had in **September 2018, illegally, and without permission broken into th**e **property owners' fuse box and installed his own personal power meter. He is not a registered electrician, and that act is a crime under the Electrical Act 1992**. The first defendant arrived at the opinion that the plaintiff considers himself above the laws that govern everyone else in this country and thinks he can do whatever he likes with no consequences. The plaintiff/squatter foolishly and naively expected the first defendant to agree that his power usage would be accurately recorded by this device.
His personal meter was not connected to the toilets or the water supply, both of which are operated by electricity, and are the single biggest users of power so his toy meter was never going to give an accurate recording of his power usage.
Note that: the Plaintiff/squatter does not notify the Court as to what the first defendant's demands involved (another fabrication). **There were in fact no demands made at all.** The plaintiff/squatter did not have to acquiesce to any demands. He simply had to exercise common sense, like a normal person, and agree to pay the official power account. Events show he was not capable of doing that. Unfortunately for the plaintiff/squatter, despite the fact that he thinks otherwise, the rules that apply to everyone else in this country do also apply to him. No payment equals no power.
The power account is in the personal name of the 1st defendant. **No one is ever going to allow a power user to calculate their own power usage** and the plaintiff is deluded to assume they would. **Neither the first defendant nor the other tenant was ever going to subsidise the plaintiff/squatters power usage.**

9. The plaintiff/squatter did not advise the first defendant at 8.43am on 11th October of the claims he makes in point 9 of his Court documents. **(email dated 11th October received 8.44am attached as evidence.)**

The plaintiff/squatter was offered a parking/storage space for 3 weeks for a truck and a container. He was not offered a business development site.

More importantly:

a) **The first defendant had no dealings with the plaintiff/squatter's companies**. The first defendant was at all times dealing with plaintiff/squatter Dennis Smith. The fact that the plaintiff/squatter commenced sending emails on his company letterhead is also irrelevant. That was simply a failed attempt to try and make himself appear important and to intimidate the first defendant. He failed.

b.) The plaintiff/squatter had no authority or right to develop his business operations on site just as he had no right or authority to do that at the two previous locations he was evicted from in July and August 2018.

The plaintiff/squatter describes himself on the Court documents as a **"beneficiary**" If the beneficiary plaintiff/squatter was working on developing his business operations while he was squatting on the property located at Smith Road Kumeu **he is guilty of benefit fraud**. Winz and the IRD have both been notified of this and have been recently been supplied with all appropriate evidence and documentation. **The 1st defendant is a tax agent and is well aware of the laws covering such a situation.**

10. **The plaintiff/squatter's claim** that the first defendant interfered with his possessions multiple times **is false** and a **fabricated claim he has no evidence to support**. The plaintiff did tidy up the plaintiff/squatters rubbish and junk to remove it from sight of his customers after the plaintiff/squatter refused to do so.

The plaintiff/squatter did not have the right or permission to spread his possessions and rubbish all over the property.

The 2nd defendant was not able to interfere with the plaintiff/squatter's possessions as it is a company and as repeated many times in these documents had no dealings with the plaintiff/squatter whatsoever.

The first defendant had warned the plaintiff/squatter to keep the property tidy right from day one. The plaintiff/squatter ignored that request. It became obvious to everyone on site that the plaintiff/squatter did not know the meaning of the word "tidy". The plaintiff/squatter was rapidly turning the property into his private rubbish tip **(photographic evidence to be provided in Court.**)

This was an extreme embarrassment to the 1st defendant in front of his customers as the nursery was gaining a reputation as one of the tidiest and best set out plant nurseries in Auckland and the plaintiff/squatter's actions were rapidly destroying that reputation. It was obvious to everyone else on site that after being given the eviction notice the squatter began a deliberate campaign to upset all the tenants, especially the first defendant. The first defendant cleaned up the plaintiff/squatter's mess and rubbish in order to regain control of his business operation. During the plaintiff/squatter's occupation, the 1st defendant had to continuously apologise to customers for the disgraceful mess around the plaintiff/squatter's container and truck and his nursery.

The plaintiff/squatter did not ever have permission to unload the contents of his container on to the property.

On 10 October 2018 the 1st defendant spent 8 hours cleaning up the plaintiff/squatter's rubbish, placing it all behind his truck so it could not be seen by customers. The plaintiff/squatter was continuously leaving dirty cooking and eating utensils lying around outside his truck in full view of customers. Some of these utensils were left on the ground around his truck for weeks till the 1st defendant disposed of them.

The plaintiff/squatter appeared to be getting a sick perverse sense of enjoyment from upsetting the 1st defendant and the other tenants and attempting to destroy the first defendants business. He commenced engaging in this behaviour immediately he was given the eviction notice.

The plaintiff/squatter was told by email to clean up his mess but did not do so.

11. **This is a repeat of the plaintiff/squatter's point 9.**
There was no lease so there could not have been a breach of lease. The plaintiff/squatter, at no time during his occupation of the property had any dealings with the second defendant.
The plaintiff/squatter had no right or permission to be working on site. It was not part of the verbal agreement to provide a parking/storage space for a truck and a container. **The plaintiff/squatter was a beneficiary so he was not legally able to work on his business operations as previously mentioned**.

12. **There was no lease so no breach could have taken place.**
At exactly 5.34pm on 6th November 2018, the plaintiff/squatter was served a non- trespass order preventing him from entering any part of Smith Road after midday 8th November 2018.
The trespass notice was not served on 51B Smith Road as it does not exist. The plaintiff/squatter is the only person who does not appear to know that.
Earlier in the day the plaintiff/squatter was notified by email (attached) and a notice was attached to the door of his truck of confirmation of his pending eviction on 8th November 2018.
As the first defendant and the witness approached the plaintiff/squatter to serve the trespass notice he was observed removing and reading the eviction confirmation notice from the door of his truck.

The 3rd defendant was asked by the 1st defendant to sign the trespass order to prevent the plaintiff/squatter from entering any part of both properties located on Smith Road including the driveway. **The third defendant owns Smith Road**. The plaintiff/squatters comments about rights of way are irrelevant.
The plaintiff/squatter has brought the third defendant into this case out of sheers evil vindictiveness because "she dared to put her name on the trespass notice" and anyone who dares to stand up to the **bully Dennis Sm**ith ends up in Court.

In the opinion of the first defendant, all charges and claims against the third defendant should be thrown out immediately.
The plaintiff/squatters actions in this matter are nothing more than an illustration of his despicable evil character,

13. The plaintiff/squatter's claim that by being issued a trespass order he was prevented from working onsite after 8th November 2018 is ludicrous and would indicate **he is seriously deluded** about the meaning of the word "eviction".
If he had refused to leave the property by midday 8th November 2018, whether he was trespassed or not, the plaintiff/squatter would have been forcibly removed from the property with the assistance of the Kumeu/Huapai police.
The plaintiff/squatter departed the property Smith Road Kumeu late at night on 7th November 2018. His departure was witnessed by a neighbour. He left behind his truck, the container and all of his possessions, rubbish and junk.

Wherefore the plaintiff claims: **The first defendant disputes all of the plaintiff/squatters claims**

A) The plaintiff/squatter was evicted and trespassed from the property at midday 8th November 2018 and **if he sets foot on any part of Smith Road again he will be arrested**. He is never going back to that property. **He was nothing but a squatter**. The second defendant did not send a termination notice to the plaintiff/squatter (copy of notice attached) and the plaintiff/squatter is deliberately lying to and misleading the Court by suggesting otherwise. **The plaintiff/squatter's sole source of contact throughout this entire sorry saga has been the first defendant** and the plaintiff/squatter (as is his style with everyone he deals with) is simply attempting to confuse and mislead the court by suggesting otherwise.

B) **51B Smith Road Kumeu does not exist** as has been mentioned many times in these documents.
The plaintiff/squatter did not send an email to the second defendant on 16th August 2018 and he is deliberately lying to and misleading the court by suggesting he did. His email was to "Ian". **(copy of email attached as evidence)**
The plaintiff/squatter did not, does not and never will have a lease to the property at 51 Smith Road. **51B Smith Road does not exist so he cannot ever have had a lease on a non-existent property**. The only thing agreed to between the first defendant and the plaintiff/squatter on 16th August 2018 was the provision of a parking/storage site for one truck and a container for a period of three weeks. No other terms were agreed to. The agreement expired a**t the end on 5th September 2018.**

C) **Irrelevant**

D) **The plaintiff/squatter did not have a lease, so there was no breach**, therefore the plaintiff/squatter's claim for damages is invalid.
For the entire period the plaintiff/squatter was squatting on the property at Smith Road in Kumeu he was a beneficiary and as has been mentioned earlier in these documents was not legally able to work on his business, nor did he have the permission of or the agreement of the first defendant to do so. **There was therefore no lost opportunity**.
T**he only damages suffered were to the 1st Defendant and the other tenant** through the plaintiff/squatters continuous interference in their business operations. This includes the lack of sleep, worry, extreme stress, vandalism of the fuse and meter boxes, padlocks being destroyed, power being disconnected, wind cloth support poles being broken, and ground area being destroyed. The first defendant also suffered losses by having to close down the nursery for days at a time in order to clear up the plaintiff/squatters rubbish and junk and most of all the being unable to spend any time on developing the nursery business for several months due to having to deal with the plaintiff/squatters twisted, childish behaviour. The first defendant estimates the plaintiff/squatters behaviour has set back the development of the nursery by six months to a year.

E) As mentioned in point D, the plaintiff /squatter was/is a beneficiary and therefore could not legally be working so his claim here is again invalid.

F) Costs should be awarded to the first defendant for the reasons set out in point D above.

SECOND CAUSE OF ACTION – Obligation of quiet enjoyment**. The first defendant totally disputes all claims made by the plaintiff/squatter.**

14.1. The plaintiffs/squatters claim is false and fabricated and he has no evidence or witnesses to prove otherwise, unlike the defendant. 51B Smith Road does not exist.

14.1.1 The plaintiff/squatter **is again deliberately lying to and misleading the court in claiming he was assaulted by the 1st defendant**. The plaintiff/squatter deliberately fabricated these claims, on the second occasion by dialling 111 and running around with his phone on record shouting "assault, assault".
The police completely dismissed the plaintiff/squatters fabricated claims and the 1st defendant will produce the police report in court as evidence of the plaintiffs fabricated claims.

14.1.2 to 14.1.3.7

The plaintiff/squatters claims in 14.1.2 to 14.1.3.7 are not worth discussing. The plaintiff is notorious at fabricating false, defamatory and slanderous claims and statements about people who stand up to his cowardly bullying. The plaintiff/squatter's WEBSITE is full of examples of this where he has deliberately defamed and slandered other people in a futile attempt to show himself in a better light. He is actually very proud of his actions and describes them as "**his hall of shame"** Evidence to this affect will be produced in court.

14.2. On 15th October 2018, the plaintiff/squatter stupidly attempted to trespass the first defendant from his own business premises. On attempting to hand the trespass notice to the police the plaintiff/squatter was told by the Police Sergeant at Kumeu/Huapai to "**grow up and act his age**" **and his trespass notice was refused**.
The plaintiff/squatter also falsely informed the first defendant that he could serve the trespass notice by email. This was just another example of the plaintiff/squatter's dishonest, (and failed) bullying attempts to intimidate the 1st defendant in order to get his own way. The plaintiff/squatter then used a spray can of paint to "mark out" on the ground what he very mistakenly assumed was personal territory on the property – pathetic.

14.3. The plaintiff/squatter, without permission was continuously bringing more and more rubbish and junk onto the property and dumping it anywhere. The first defendant ordered him to cease and desist. Photographic evidence will be provided in court to show the extent of the junk being piled up on the property by the plaintiff/squatter. The first defendant found it necessary to clean up the plaintiff/squatters rubbish on three occasions to prevent his business appearing like a refuse disposal site. More **photographic evidence will be provided in court** to illustrate the extent of his mess. It was apparent to all the tenants of the property that at this point the plaintiff/squatter was deliberately making as much mess as possible simply to cause trouble and upset all tenants out of sheer childish vindictiveness. It appeared obvious that he was getting a perverse feeling of enjoyment from upsetting everyone. (And he wonders why he cannot get on with other people)

14.4 The plaintiff/squatter's meter had been fitted illegally and without permission. The illegally fitted meter was disconnected once. The plaintiff has no evidence as to who was responsible for the disconnection but that is irrelevant as the meter should never have been connected in the first place. The plaintiff IS **CURRENTLY THE SUBJECT OF AN INVESTIGATION** by the **Electrical Workers Review Board** for carrying out a variety of illegal electrical work including the installation of that meter.

14.5.1 The 1st defendant and another tenant viewed the plaintiff/squatters illegal meter in the fuse box on the afternoon of 24th October 2018. It was fully functional but had tape over the plastic panel so it could not be read by the plaintiff/squatter. Some time that night the plaintiff/squatter cut the padlock to the meter box in order to turn off the power, cut the padlock to the fuse box and once **again committed a criminal offence by removing his illegal meter**, as he is not a registered electrician. The plaintiff/squatter then vandalised the fuse box, destroying the front cover and ripping out wires. **The plaintiff/squatter then called Vector to have the power turned off**. This was witnessed by neighbours. The plaintiff/squatter then repeated his actions again the following night (25th October 2018) and again called Vector to disconnect the power from 2 operating businesses. His actions were only stopped by the interference of the Kumeu/Huapai police who informed the 1st defendant, the plaintiff would be arrested and charged with criminal nuisance if he interfered with the power again. The plaintiff/squatter denied his actions in a recorded verbal clash with another tenant. The plaintiff/squatter was the only person on the property after hours and the gate was always locked. (the fuse box is hidden away out of site) In the six years that the first defendant has been on the property and the four years the other tenant has been on site there has never been a

problem with the power meter or fuse box till the plaintiff/squatter arrived. Since the plaintiff/squatter was evicted there have been no further problems.

Points 14.5.2 to 14.5.7 in the plaintiff/squatters claims are once again irrelevant fabrications by the plaintiff/squatter which he has no evidence to support.

Wherefore the Plaintiff claims

EXEMPLARY DAMAGES and COSTS – **The first defendant disputes all of the plaintiff/squatters claims for damages and costs. The claims are false, fabricated and dishonest.**

The only damages and costs suffered during this unfortunate saga with the plaintiff/squatter were **incurred by the 1st defendant and the other full time tenant**. The plaintiff/squatter has no claim to damages at all. He was and is the sole author of his own situation due to his subterfuge, dishonesty and deceit.

THIRD CAUSE OF ACTION. Damaged, stolen and /or lost goods**) The claims made to the Court by the plaintiff/squatter in this section (as with the rest of his Court papers) are totally false and fabricated. No goods were lost, stolen or damaged.**

15. In clause 15 the plaintiff/squatter is **deliberately lying to and misleading the court and is making a fabricated, false and dishonest claim**.

The plaintiff/squatter was well aware that on the date he filed these documents in Court (14th November 2018) that all of his possessions, except his truck and one large machine, were on site at 51 Smith Road, Kumeu.(**Photographic evidence will be provided in Court** as evidence.) Although he had been trespassed from the property he could clearly see from the road that the container with his possessions/junk/rubbish inside was still on site. **(Photographic evidence will be provided in Court**) The plaintiff/squatter was also offered the opportunity several weeks after that date by email from the first defendant to provide a truck and labour to remove his possessions. **He acknowledged receipt of that email** but did not act on the offer.

15.1 The plaintiff/squatter's truck which he informed the first defendant in August 2018, cost only $11000 (not the $58000 claimed in the Court documents) was removed from the property by (un-named persons) on 9th November 2018, at approximately 10.00am. It was placed on a grassed area on Waitakere Road, on the advice of the Kumeu/Huapai police. A large machine (use unknown) was placed hard up against the front bumper of the truck. **(Photographic evidence will be provided in Court as evidence)** On Tuesday 13th November 2018, the plaintiff/squatter was witnessed recovering his truck, and was seen driving it through Kumeu and nearly overturning it as he drove onto the North Western motorway.

That truck is now located in Taumarunui, and presumably the plaintiff/squatter is living in it.

In claiming damages (5 times what it cost) for that truck, it would appear very much as though the plaintiff/squatter is **deliberately misleading the Court into believing the truck was worth a lot more than it is and that he has lost possession of it**, **or it has been destroyed, or damaged or vandalised**.

The plaintiff/squatter drove his truck away and left the other machine on the roadside. It disappeared sometime on 15th November 2018, and neither the first defendant nor anyone else knows whether it was taken by the plaintiff/squatter or someone else. **The first defendant is not, and has never been responsible for the plaintiff/squatters property and the plaintiff/squatter was very clearly made aware of that**. It is the first defendant's opinion, that after receiving various

threatening/bullying emails from the plaintiff/squatter that plaintiff/squatter naively and foolishly thought he himself was not responsible for his own property either. In his deluded opinion it was other people's responsibility to take care of his possessions at all times. (commune mentality)

The first defendant asks the Court to demand that the plaintiff provide evidence that the truck is valued at $58000 to prove that he is deliberately lying to and misleading the Court over the trucks true cost and value, (even though the plaintiff/squatter's claim is invalid)

15.2. The plaintiff/squatter has no claim for damages as the **safety and security of his possessions were his personal responsibility and his alone**, and, contrary to his false claim, his possessions were all on site at the date he filed this case with the Court.
The plaintiff continuously referred to "his" container. **Once again this turned out to be another of the plaintiff/squatter's false and dishonest claims.**
The container belongs to a company called "Sea Containers" and they have since repossessed it as the plaintiff/squatter had failed to meet lease payments for several months. The contents of the container (the plaintiff/squatters possessions) would, in the opinion of various witnesses present on site, not have been valued at more than $10,000. Once again the plaintiff is dishonestly overvaluing his possessions and misleading the Court.
All witnesses including the first defendant considered the contents of the container to be 90% junk and rubbish. Once again, the first defendant asks the Court to demand that the plaintiff provide evidence that the contents of the container were valued at $50000 **to prove that he is deliberately lying to and misleading the Cour**t **over the true cost and value of the contents of the container. Once again the first defendant is not and has never been responsible for the safety and security of the plaintiff/squatters property.** even though it was all on site at the time the Plaintiff/squatter's claim was filed. **(Photographic evidence will be provided in Court)**

15.3. The property referred to in point 15.3 by the plaintiff/squatter were all included in the contents of the container so it would appear to the first defendant that the plaintiff/squatter is deviously attempting to double dip in his invalid claim for damages. Virtually all the "tools" seen by witnesses were considered "not fit for purpose" as they had no safety stickers as required by law with businesses, which the plaintiff/squatter claims they were used for. Most of the leads on the plaintiff/squatter's power tools had been cut and were joined with tape covering the joins. Most of the other tools were very old, cheap junk, corroded and useless.
Once again the first defendant is not and has never been responsible for the safety and security of the plaintiff/squatters property even though it was all on site at the time the Plaintiff/squatter's claim was filed. (Photographic evidence will be provided in Court)

15.4. The 1st defendant asks the court to demand that the plaintiff provide evidence that he was storing or was even capable of storing $4000 of frozen food in his house truck. The first defendant asks the court to demand that the plaintiff/squatter provide evidence in the form of a stock list and receipts and evidence that a beneficiary could even afford such an amount of food to prove that once again he is **deliberately lying to and misleading the Court.** The 1st defendant claims that for the defendant to fit $4000 of frozen food in his truck the entire truck would have had to be a refrigerator which it was not.
This claim by the plaintiff is just another example of the plaintiff/squatter's extreme dishonesty.

15.5. Total claim is irrelevant and dishonest for reasons stated in 15.1 to 15.4 above.

Wherefore the Plaintiff/squatter claims
DAMAGES AND COSTS. **The First Defendant totally disputes all of the plaintiff/squatters claims for damages and costs**

The plaintiff/squatter's claim for special damages and costs, is in the opinion of the first defendant invalid for reasons disclosed in the documents covering the first defendants defence.

The 1st defendant, once again, has never ever been responsible for the safety and security of the plaintiff/squatters possessions. **The plaintiff was given notice on 9th October 2018, to remove himself and his possessions from the Smith Road property by midday 8th November 2018**. He was also given many subsequent warnings. (evidence attached.) **He ignored all those** warnings **in the belief he would not or could not be evicted.** In the opinion of the first defendant, the plaintiff is the sole author of his own situation in life.

The plaintiff (since first introducing himself to the 1st defendant) has always played the victim.

He appears not to understand why other people do not get on with him and do not want to deal with him at all. The plaintiff/squatter is of the mistaken belief it is everyone else's fault. The whole world according to the plaintiff is apparently out of step with him. He is always the victim, but he refuses to ever take personal responsibility for his own actions. This is referred to as Munchausen Syndrome.

COSTS:
THE FIRST DEFENDANT CLAIMS COSTS from the plaintiff/squatter and will let the Court decide how much hose costs should be.

16. Fourth cause of action (Humiliation, reputational and trauma) **The first defendant will let the Court make up its own mind about the plaintiff/squatter's reputation after reading the defence paragraph set out below in point 16.**

The second defendant had no contact with the plaintiff/squatter.
The 1st defendant considers the plaintiff/squatters claim for humiliation, reputational damage and serious personal trauma to be ludicrous. **The plaintiff/squatter's reputation** with anyone who has dealt with him, over his deportation from Samoa and three recent property evictions, **is diabolical** and not one of the people unfortunate enough to have dealt with him during this period will ever deal with him again.
The list includes:
Samoan Prime Minister
Sir David Hay
Keith Hay Homes
Mt Roskill Homes
Swanson Storage
Combined Haulage
Sea Containers
First Defendant
Second Defendant
Third Defendant

Bruce Corban and family (another tenant on the property)
Local Dairy Farmers (un-named) (other sub-tenants on the property)
J & P Corban Trust - Trustees
As well as all container companies, storage companies, and transport companies in West and Northwest Auckland, contacted by the first defendant to move the container containing the plaintiff/squatter's possessions off site. Not one of those companies would touch that container as they all knew the "reputation" of the plaintiff/squatter.

What reputation does a person have???: (the Plaintiff/squatter)

- Who lived on the Bert Potter Centrepoint Commune in the 1970's?.
- Is deported from another country (Samoa) 2016?
- Is evicted from three consecutive properties in Auckland over a four month period?
- Who hides down below the toilet window (on the Smith Road property) listening to women using the toilet. (Two women happy to testify in court)?
- Who sets up a table and chairs right outside the toilet door on one of those properties so he can listen to people using the toilet?
- Proudly describes himself in an email (attached) sent to the first defendant on 11th October as "a real c—t"?
- Who takes a seventy something year old woman whom he has never met, who has just had a major operation and recently lost her husband, to court simply out of sheer evil vindictiveness, because she signed a non-trespass order to keep him off a private driveway that she owns? (further evidence on this point will be provided in court)
- Who proudly and continuously defames and slanders on his personal website, anyone who dares to stand up to his cowardly bullying and childishly refers to it as his personal "hall of shame"?
- Who hides behind a computer keyboard threatening legal action against anyone who stands up to his bullying and dishonesty and subterfuge?
- Who is described on the internet by persons overseas who have been unfortunate enough to crossed paths with him as "leaving a trail of destruction wherever he goes" or "avoid at all costs"?

All of the above refer to the plaintiff/squatter and he appears to again be deluded enough to think that his "reputation" has been damaged. The first defendant is of the opinion that **if the plaintiff/squatter has been humiliated it is a result of his own actions or lack of actions** and because his deceit and dishonesty has caught him out again. The first defendant is of the opinion that the plaintiff/squatter' claim for damages and costs is laughable and invalid and must be denied as **this case is about a non-existent lease on a non-existent property**.

WHEREFORE the plaintiff claims:
Special damages and costs.

The First defendant totally disputes any claim made by the plaintiff/squatter for special damages and or costs for reasons clearly set out in the first defendants defence papers filed with the Court.

Special Damages: SHOULD BE AWARDED TO THE 1ST DEFENDANT

FINALLY:

The defendant Ian James Plowman would like to acknowledge to the Court the assistance, advice, guidance and help supplied to the defendant by the Kumueu/Huapai Police and the Member of Parliament for Helensville in dealing with the plaintiff, Dennis Smith.