

IN THE PLANNING INSPECTORATE

TOWN AND COUNTRY PLANNING ACT 1990

ACQUISITION OF LAND ACT 1981.

**INQUIRY INTO THE LONDON BOROUGH OF SOUTHWARK (AYLESBURY
ESTATE SITES 1B-1C)**

COMPULSORY PURCHASE ORDER 2014

DCLG REF: NPCU/CPO/A5840/74092

**OPENING STATEMENT ON BEHALF OF AYLESBURY LEASEHOLDERS'
GROUP**

1. The objectors maintain that the CPO should not be confirmed and that the scheme falls foul of Section 226 TCPA 1990 in that it does not contribute to the economic, social or environmental well-being of the area.

Treatment of Leaseholders

2. The Objectors maintain that the regeneration scheme has failed because it does not properly cater for the interests of the Leaseholders. Whilst the Acquiring Authority will state that there are only 3 resident leaseholders remaining on the estate, this does not mean that the AA has acted lawfully or in accordance with the DCLG guidance. It is relevant to note that there remain approximately 250 leaseholders on the other phases who will suffer the same treatment as Ms Robinson, Ms Kabuto and others in the event that the regeneration proceeds on other phases.

3. Ms Robinson takes the view that many leaseholders have been driven off the estate as a consequence of the unreasonable policies of the AA. At the Inquiry before Inspector Coffey, the Council had a policy whereby leaseholders were required to pay out all but £16,000 of their savings towards any property purchased under the Council's schemes. This scheme was accompanied by intrusive financial assessments. This factor formed part of the Inspector's reasoning that 'the scheme would have considerable economic and social dis-benefits for those leaseholders remaining on the Order Land' (CD50, para 376). It may have been responsible for the departures of other leaseholders. The evidence of Rita Enuechie is relevant to this point. She is a leaseholder on the FDS who has recently agreed to become a council tenant. She describes her experiences in the regeneration process as a humiliation and criticises the failure of the Council to offer her 'like for like'.

Affordability Gap

4. A particular feature of regeneration schemes as they affect leaseholders is the affordability gap. It is frequently the case that local authorities who are concerned with regeneration schemes will allow an estate to fall into disrepair during the time that they seek to acquire interests by negotiation. The effect of this is that on-estate property prices will diminish, so that those with freehold or leasehold interests will be prejudiced when trying to buy a property in the area on the open market. The AA accepts that it has let the Aylesbury Estate run down (see evidence of Catherine Bates at paragraph 4.7- only limited and necessary works carried out for a number of years).
5. It is only recently that the AA has sought to use external surveyors for the purpose of valuation.
6. The effect of the affordability gap on leaseholders is set out in the evidence of Anna Minton in relation to Beverley Robinson. Ms Robinson's current offer for her property stands at £225k, whereas a 2 bedroom flat in phase 1a had a market value of £602k in December 2017. The offers to leaseholders should be based on off estate comparables so as to better reflect the market values of those properties in a no scheme world

Dispersal

7. Professor Lees confirms in her evidence for the objectors that only 6 of the 148 decanted leaseholders on the Aylesbury Estate have been re-housed on the completed phase 1a and site 7 parts of the estate (796). It is not clear whether they were re-housed as tenants. Ms Robinson relies on an email dated 14 February 2014 from Ms Hill at Southwark Council confirming that in Southwark's view only 1 leaseholder on phase 1 of the program has sufficient finances to purchase a property on the open market. Ms Robinson submits that the true open market value of the property should be adjusted to compensate for the depreciations caused by the scheme itself. The effect of the affordability gap is that communities are broken up and dispersed. Professor Less sets out dispersal maps in her evidence, which is based on data obtained from Southwark Council pursuant to a Freedom of Information Act request (792).
8. George Turner gives evidence in relation to the impact of regeneration on the people of the Aylesbury Estate. Residents will be forced out of the area and replaced by people with higher incomes.
9. The Objectors disagree with the view that the estate has become stigmatised and will rely on the evidence of Richard Baxter and Loretta Lees.

Economic wellbeing - cost to Southwark Council

10. George Turner further states that this consequence is not in the interests of the economic or social well being of the area. Furthermore, the regeneration is not in the best interests of Southwark Council. Mr Turner states that by September 2016 the AA had spent a total of £49m on progressing the Aylesbury regeneration scheme. Under the terms of the Development Partnership Agreement, the Council is due to receive £17m as a land payment from Notting Hill Housing Trust and was due to receive £30m from a GLA grant (CD68 page 111, para 4.1). However, £16.8m demolition costs are now to be paid by Council and the £30m GLA grant has been apportioned to Notting Hill Housing Trust (see September Cabinet report – GT06 [1703]) (see Eleanor Purser’s proof at 5.9). The DPA additionally enables Notting Hill Housing Trust to recoup demolition costs from its £9m infrastructure contribution and/or from the Land Fee. (CD 86, para 1.2.2 [3494]).

11. Notting Hill Housing Trust are guaranteed profits of 21%, estimated at £26m (see Viability Note 957), yet Southwark Council appear to be on course to lose 4 hectares of land in central London and to make substantial losses. It is submitted that the potential or actual loss of such substantial public funds by a public body in Southwark does not contribute to the economic well being of the area.

Like for Like policy

12. Ms Robinson's case illustrates why the approach taken by the AA should be accepted as contrary to the guidance. Ms Robinson purchased her 2 bedroom flat on the 8th floor of the Chiltern Block in February 2005, exercising the right to buy. She purchased her property because she liked the views, wanted to own 100% of her home and wanted to live within a thriving and diverse community with a large BME component.
13. At the time when Mr Robinson purchased her property no decision had been taken to demolish the estate and Ms Robinson was aware of the refurbishment proposals. This formed another reason why she decided to purchase her property.
14. However, even in the event of demolition and regeneration, Ms Robinson was protected Southwark Council's 'comparative value transaction' policy which was in place from 2006 and under which Ms Robinson would have been entitled to 'like for like', i.e she would have been able to purchase a 2 bedroom property on the footprint of the estate or in the Southwark area and retain 100% ownership. This policy ameliorated the position of homeowners, who would not therefore be priced out of the Southwark area.

15. At the time of the Aylesbury Area Action Plan the 'like for like' policy remained in place. This policy, The Comparative Value Transaction, formed part of the Council's Options for Leaseholders in 2006 (SC 81, paragraph 45) and was confirmed in the 2009 Council's Handbook for Leaseholders (SC144). The demolition proposed in the AAAP was proposed in an environment where the interests of the leaseholders (then numbering approximately 550) were properly protected. This remained the position during the public Inquiry into the soundness of the AAAP, which took place in September 2009. The Inspector issued a report on 12 November 2009, holding the AAAP to be sound [CD3].
16. The AAPO was adopted in January 2010. On 9 February 2010 the AA resolved to make a CPO [CD10].
17. On 14 December 2010 the Council withdrew the 'Comparative Value Transaction' policy [CD14]. The Leaseholders were now left in a position where they would be unable to maintain 100% property ownership. Ms Robinson has set aside savings from her career and wished to re-train. She considered that she was unable to begin the process of saving up to buy a home all over again. The equity share schemes offered by the AA do not permit the leaseholder to pass properties to relatives, or to let out the whole of a property. Nor are there any leasehold enfranchisement rights in any of Southwark's schemes.
18. Furthermore, it is common ground between the parties that unlike tenants, leaseholders have no right to return to the footprint of the estate.

19. Since the conclusion of the Inquiry before Inspector Coffey, the policy has now been re-introduced by the DCLG 'Estate Regeneration and National Strategy. Resident Engagement and Protection' [CD73]. The document states: "It is a legal requirement for leaseholders to be compensated if their home is demolished. However, we expect that schemes will go further and offer leaseholders a package that enables them to stay on the estate or close by..." [3682-9].

20. Annex B: Definitions of models for resident offer includes the following:

"Home Swap Model"

Leaseholders receive market value for their home plus a home loss payment. Residents can use this payment to move elsewhere, or take a Home swap option to use the payment to buy property on the estate. The difference in value becomes a charge on the property that is repayable if the property is sold within seven years....."

21. On 12 September 2017 Ms Robinson met with Eleanor Kelly, the Chief Executive of Southwark Council. The following proposal was put in writing at that meeting: "7. If a 'like for like' offer does not meet the displacee's need a loan should be offered enabling 100% purchase of a replacement property, secured on the property and repayable on sale or death."

22. Ms Kelly replied on 26 September 2017 as follows:

“ given that the principle is the same we would be happy to look into a specific arrangement on a chosen property, repayable on sale or death as you outlined. If we are advised that this requires a change in policy then I will look into the governance of that decision with a recommendation that we examine this is (sic) individual circumstances at the request of the leaseholder.”

23. Furthermore, there is no compelling case in the public interest to confirm the CPO as there are reasonable prospects of acquisition by agreement now that the AA are considering a policy change to incorporate the Home Swap Option from DLGC guidance.

Agnes Kabuto

24. Similarly, Ms Kabuto has been prejudiced by the abandonment of the policy. She purchased her property, a spacious 3 bedroom maisonette in 1998. She relies on local BME facilities and spends a lot of time at Burgess Park. Ms Kabuto lives with her elderly mother, who uses a wheelchair. She wishes to retain the benefits of home ownership and to remain in the area.

Failure to take reasonable steps to acquire by agreement.

25. As matters stand it would appear that the AA's Chief Executive has agreed in principle that the leaseholders on the Aylesbury Estate can benefit once again from the terms of the Comparative Transfer Policy. It is submitted that the AA has not taken reasonable steps to acquire the leaseholders' interest by agreement. The position that the leaseholders have taken is not unreasonable and the AA appears to have belatedly accepted that, at least in principle.

26. Beverley Robinson and Agnes Kabuto will give evidence of the issue of whether the Acquiring authority took reasonable steps to acquire the leaseholders interests by agreement in accordance with paragraph 3 of the guidance. They will say that the offers made to them have been derisory and related to unsuitable accommodation (particularly in relation to Ms Kabuto, who lives with her disabled mother). The Homesearch facility to which they were referred is inappropriate for properties which are sought to be purchased. There is no mechanism to view any property and the timelines are unrealistic.

Daylight Requirements

27. In his decision letter in relation to the previous Inquiry, the Secretary of State agreed with the Inspector's findings on environmental dis-benefits, stating at [15] that the deficiencies of the scheme include a number of dwellings that fail to meet the Council's adopted standards for sunlight and daylight, and the extent of overshadowing to the proposed amenity areas, which also conflicts with section 7 of the NPPF, which states that sustainable development is indivisible from good planning and should contribute positively to making places better for people. The Secretary of State agreed with the Inspector's conclusions on environmental wellbeing at (IR376 and 377):
28. The Inspector materially stated as follows:

368. Due to the height and density of the scheme only 81% of the rooms across the FDS will achieve the minimum daylight requirements of the BRE, which form part of the Council's adopted residential design standards.²²² Within Block 1, 88 rooms fail to meet the minimum requirement, within Blocks 5 and 6, 170 rooms and 130 rooms respectively fail to meet the requirement. Although many of these rooms will be bedrooms, the BRE requirements are applicable to all habitable rooms. Inadequate daylight in any of these rooms would limit the future occupants' flexibility to occupy the space as they wished.

370Nonetheless, given that it is intended that these dwellings will replace existing housing which benefits from good standards of daylight internally and well lit sunny amenity areas, the scheme for the FDS would not improve the environmental well-being of the Order Land.

29. The BRE requirements are not determinative of the issue in relation to 'environmental wellbeing'. The Inspector made a clear finding that the quality of lighting in the redeveloped FDS will be significantly poorer than at the current estate.
30. The Acquiring Authority has always accepted that the redeveloped FDS will suffer from poor lighting. The Developer's Planning Statement for application (14/AP/3843) acknowledges that the problem is caused, in part by the tall buildings along the park boundary (which breach Policy PL4 of the AAAP - CD2). The Planning Officer's report at CD63 states at paragraph 162 [3098] that achieving compliant sunlight levels within the private and community amenity areas 'has been a challenge largely due to the need to provide a significant uplift in housing units.....' The justification provided for the inadequate sunlight and daylight on the FDS is that it is necessary to cram as many units as possible onto the Order Land.
31. This is unsatisfactory. It is perfectly possible for the AA to remedy the defect in the FDS scheme through better design. The AA submitted a Section 73 application towards the end of 2017, which amended the massing. It would be expected that an Acquiring Authority, having been found to have acted contrary to DCLG guidance on environmental wellbeing as an issue as important as adequacy of lighting would seek to remedy the defect through design changes.

32. However, this has not happened. The October 2017 supporting statement to the section 73 application deals with 'Daylight, Sunlight and Overshadowing' at section 5.45 (see 1339 and CD?) and states that the effect of the newly proposed 12 residential units is that approximately 80% of all relevant rooms in the scheme will receive sunlight and daylight. The impact is said to remain the same. Essentially one in 5 rooms will not receive adequate sunlight. Notwithstanding the flexibility inherent in the BRE Guidance (a matter considered by the Inspector). It is very difficult to see how the scheme contributes to the environmental wellbeing of the area. It is noteworthy that the objectors with their limited resources have been able to achieve a more satisfactory lighting outcome. This is set out in the evidence of Peter Raynham.

Alternative Scheme

33. The objectors additionally argue that *whether the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means and that the scheme falls foul of paragraph 76 of the DCLG guidance.*
34. It was the Objectors' position at the Inquiry before Inspector Coffey in 2015 that there has been a legitimate refurbishment option prior to the decision to demolish the estate and the Levitt Bernstein, Architects has undertaken some work on this point. Professor Rendell gave detailed evidence on the refurbishment option and its abandonment in April 2005 before the last Inquiry. The Secretary of State noted that no other alternative means of regeneration were considered by the Inspector.
35. The objectors maintain their position that the demolition costs were always more expensive than refurbishment. Professor Rendell will give evidence on the favorable conclusions that are to be drawn from the only designed and

costed comparison that she has been able to find. This comparison was not put before the Executive Committee in 2005, when the decision to demolish was taken.

36. The Objectors' have now been able put forward an alternative scheme from planning drawings, which is based primarily on the retention of the Chiltern Block where Ms Robinson lives. Simon Morrow, a Chartered Surveyor has produced massing diagrams in which comparisons are made between the original Aylesbury Estate FDS (now partially demolished); the proposed massing for the FDS within the regeneration scheme; and the Objectors' proposed scheme. The proposed constitutes an appropriate alternative proposal for the Aylesbury Estate, which will retain the scale and positive lighting attributes of the modernist blocks.
37. Mr Morrow will give evidence that the costs of refurbishment will amount to between approximately £45k and £65k, depending of the sizes of the homes to be refurbished and that the proposed refurbishment provides more units of accommodation. This compares positively with the costs of demolition and rebuilding. The Aylesbury Estate is constructed from Jespersen 12M concrete blocks. Other estates which were constructed in the same way have been successfully refurbished, for example the Six Acres Estate in Islington and the Doddington Estate.
38. Mr Raynham, the Objectors' lighting expert will say that the proposed refurbishment scheme will be better lit than the proposals for the FDS, which appear dark and overcrowded in comparison.

Public Sector Equality Duty

39. The Objectors rely on the evidence of Sally Causer, who notes that the only Equalities Impact Assessment was conducted in January 2009 (SC1

43). This was before the passing of the Equalities Act, so the PSED requirement was not considered. Ms Causer concludes that the EQIA was not conducted in accordance with the PSED because it failed to address the impact of the AAAP against all eight of the groups with protected characteristics. Notwithstanding this, and even if Southwark were deemed to have satisfied the PSED requirements, the subsequent withdrawal of the 'like for like' property swap rehousing option compromised PSED compliance because it was one of the mitigating measures against which the PSED was assessed.

40. Furthermore, the Acquiring Authority's December 2010 (CD14) decision to remove the 'like for like' rehousing option did not have due regard to PSED. Para 25 of the report says there are no groups which have been identified as being disadvantaged by the change in policy.
41. The AA now seeks to rely on a December 2017 equalities impact assessment. It is submitted that it is inapt to seek to satisfy the duty by mounting a rearguard action to justify a decision after it has been taken.
42. Furthermore, the section 106 Agreement fails to secure the minimum number of Residential Design Standards SPD requirement for 10% of habitable rooms to be designed to be wheelchair accessible. Instead, the amended FDS scheme proposes that just 38 dwellings (4.51%) will be wheelchair accessible housing and a further 63 units being provided as wheelchair adaptable. Ms Causer notes that on the FDS there are 7 wheelchair adaptable shared ownership units, but all in 1 bedroom properties. Surprisingly there are no wheelchair accessible shared ownership homes being provided at all (165) (1974).

Compliance with local development plan

43. Jerry Flynn gives evidence in relation to the failure of the scheme to meet a number of the policies of the AAAP. This is relevant to the issue of whether there is a compelling case in the public interest because the stated aim of the CPO is:

“ Facilitating the carrying out of development, redevelopment and improvement on or in relation to the land, in particular, for the purpose of securing the regeneration of the Aylesbury Estate in accordance with the Aylesbury Area Action Plan, including the demolition of existing residential units and the provision of a mixed tenure residential development and associated landscaping.” (emphasis added)

44. Mr Flynn notes that the AAAP required 4200 homes and 880 in the FDS (CD2 140). However, the section 73 application will only deliver 842 homes. There is therefore a net loss of homes on the FDS.

45. The AAAP anticipates a loss of 150 affordable units across the entire estate (AAAP 3.3.1). The FDS currently comprises 492 social rented units (566 less 74 leaseholders). The section 73 amendment will increase the affordable units on the FDS from 304 (CD 77 4030) to 348 (GL Hearn report page 20). There is therefore a loss of 144 affordable units on the FDS. The scheme will not meet the AAAP requirement if any more than 6 affordable units are lost across the entire scheme.

46. Mr Flynn confirms that there is also a shortfall of affordable housing calculated by habitable rooms. The section 106 Agreement defined minimum affordable housing requirement as ‘the minimum of 4750 Habitable Rooms to be constructed upon the Outline Development or the

provision of 50% of the total number of habitable rooms across the development, whichever is greater.” (502) Mr Flynn points out that the loose wording of the S106 Agreement facilitates the building of the outline requirement of 4750 habitable rooms over both the outline development and the FDS, thereby facilitating a further loss of affordable housing.

47. Mr Flynn further confirms that there will be a loss of affordable housing if calculated by floorspace. The net loss of social rented floorspace for the FDS is in the region of 7,791 sqm. There is therefore a breach of Policy 3.14B of the London Plan, whereby loss of housing, including affordable housing should be resisted unless the housing is replaced at existing or higher densities with at least equivalent floorspace.
48. Furthermore, the development conflicts with the Mayor’s Housing SPG because affordable housing provision is to be calculate with reference to habitable rooms only where the redevelopment of an estate will bring a housing mix more appropriate to the needs of both existing and prospective future residents, where, for example there is increased dwelling for larger households. The evidence does not show any such increased dwelling for larger households when measured against the AAAP requirement (461, 462)
49. Mr Flynn further demonstrates that of the 1310 tenants who have been decanted from the Aylesbury Estate, only 112 have been re-housed on the site. Professor Lees deals with this in her evidence and states that the Inspector’s findings on her evidence should be revisited as they were predicated on the AA meeting the AAAP requirement of 50% tenants returning to the footprint.
50. Perhaps the most striking of the failings by the AA to meet the requirement of the AAAP and the local development framework is in relation to tenure mix. Policy BH3 of AAAP requires that all new homes are to be tenure blind. This accords with Policy 1.4 of the New Southwark Plan and the London Plan Housing SPG. Yet the tenure diagram and

accommodation schedule for the section 73 amendment show that at least ten of the new blocks will be entirely single tenure. Furthermore, the two tallest blocks overlooking Burgess Park (4A and 5A) are entirely private tenure. The remaining block is shared ownership and so not social rented housing (see 892, 519, 914). It is understood that one of the few mixed tenure blocks on the FDS has separate entrances for private and social housing residents [].

51. The evidence of Richard Lee deals with further failure of the scheme to comply with the AAP, *inter alia* in relation to :
- (i) Renewable energy requirements – abandonment of biomass plans - policy BH6 (ii)
 - (ii) Zero carbon growth (Policy 3.6.1)
 - (iii) Tall buildings (Policy PL4). Requirement for 2 tall buildings on FDS ranging from 10-15 storeys replaced with 3 tall buildings along Albany Road frontage (13, 18 and 20 storeys). This is part of the cause of the inadequate lighting in the proposed development.
 - (iv) Green Fingers/ open space –The Green Fingers were to provide a number of ‘green links’ to Burgess Park, but instead includes two ‘pocket parks’ with a net loss of open green space. Their measurement includes the surrounding footpaths.
 - (v) Dwelling mix requirements.

Viability

52. Paragraph 13 of the new DCLG guidance states that if an acquiring authority cannot show that all the necessary resources are likely to be available to achieve the use for which it is intending to acquire the land then it will be difficult to show conclusively that the compulsory acquisition of the land include in the order is justified in the public interest, at any rate at the time of its making. This echoes paragraph 19 of Circular 6/2004. The Objectors maintain that the Acquiring Authority

is unable to demonstrate that it has secured the resources for the scheme.

53. Paragraph 14 of the new guidance states that an acquiring authority should provide substantive information as to the sources of funding available for both acquiring the land and implementing the scheme. The acquiring authority should provide an indication of how any potential shortfalls are intended to be met, which will include the degree to which any other bodies (including the private sector) have agreed to make financial contributions or underwrite the scheme and the basis on which the contributions or underwriting is to be made. It is submitted that the Acquiring Authority has failed to provide the necessary substantive information. It has refused to disclose any detailed viability information beyond that contained in the viability note dated 4 March 2015.
54. Paragraph 15 of the DCLG guidance states that the acquiring authority will also need to be able to show that the scheme is unlikely to be blocked by any physical or legal impediments. These include any need for planning permission or other consent or licence. The Objectors have noted that the acquiring authority intends to submit a revised planning application and that, as matters stand, there exists a legal impediment to the scheme proceeding. The funding gap and likely failure to obtain vacant possession of the building that is to replace Ellison House similarly present impediments. It is noted that no CPO has been made in relation to the Foxcote properties.
55. The Objectors maintain that the scheme is not viable and rely on five main factors which weigh against the scheme's financial viability.
 - a) 11 months after the AAAP was adopted the government withdrew PFI funding from 13 redevelopment schemes, including the

Aylesbury Estate, which lost £180m

- b) In the 2010 Spending review the level of capital funding from government to build new affordable homes over the period 2011 and 2015 was cut by 60% compared to the previous programme.
- c) The government subsequently introduced the Affordable Rent tenure for which rents of up to 80% market rent could be charged to social housing tenants.
- d) Changes introduced by the Welfare Reform Act 2012 introduced a cap on the maximum benefit a household can receive of £25,000 per annum and restrictions on those deemed to be under-occupying their home (bedroom tax)
- e) The Housing and Planning Act 2015 has required Housing associations to reduce their social rents by 1% a year for 4 years.
- f) It is understood that NHHT is funding the social rented homes on the FDS with a grant from GLA's affordable housing programme 2016 - 2021 which concerns shared ownership and affordable rent, and not social rent. GLA's funding agreement for this programme only provides for London Living Rent and London affordable Rent.
- g) NHHT operate with £1.3 billion of debt.
- h) NHHT did not progress the Wood Dene development for up to 7-10 years.
- i) NHHT provided 44 affordable rental units in the Bermondsey Spa regeneration instead of providing the contracted 44 social rent units.
- j) Genesis, NHHT's partner has recently decided not to build any social housing. Its Grahame Park project has been recently rejected by GLA for a 'wholly unacceptable' net loss of social housing.

56. The Objectors will rely on the evidence of Rastko Novakovic, and Dr Robert Colenutt in relation to the issue of viability.

Human Rights

57. Article 1, first protocol and Article 8 ECHR are both engaged in this matter. It is submitted that the AA acts disproportionately in requiring the leaseholders to lose their homes in circumstances where they will not be able to retain 100% home ownership or remain within their communities. The conduct of the AA is disproportionate in light of the availability of the Home Swap Option, which would ameliorate the positions of the objectors. Furthermore, the failure of the AA to act in compliance with PSED renders the decision disproportionate.

Conclusion.

58. In all the circumstances, the Order should not be confirmed for the reasons set out above. The 2015/2016 proceedings highlighted the failure of Southwark Council to address the position of Leaseholders within an urban regeneration scheme. The same issues arise at the second Inquiry. It is submitted that the position of Leaseholders gives rise to human rights arguments and other material considerations which the Acquiring Authority has not satisfactorily addressed.
59. The CPO does not contribute to the economic, social or environmental well-being of the area. The objectors have demonstrated that *the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means*. In all the circumstances the Acquiring Authority has not demonstrated a compelling case in the public interest for the confirmation of the order.

CHRISTOPHER JACOBS

8 January 2017

