

6 May 2026

Dear Mr Nick Shackson,

FORMAL LETTER BEFORE ACTION

Concerning the Conduct of Mr Nick Shackson Pole BH68 / Lower Barley Hayes

This correspondence is a formal Letter Before Action concerning your personal involvement in matters relating to Pole BH68 at Lower Barley Hayes, and representations made by you whilst acting in your capacity as an employee and representative of National Grid Electricity Distribution (South West) plc.

This letter is directed to you personally.

Separate issues concerning National Grid's own liability, acts, omissions, records, contractual obligations, and indemnity provisions will be addressed independently with National Grid and its legal department.

The purpose of this letter is to place you formally on notice regarding the seriousness of the matters arising from your conduct, and to provide you with a final opportunity to give a full, coherent, and evidenced explanation before further action is taken.

The position presently arising from the documentary chronology is as follows.

On 13 March 2025, you attended Lower Barley Hayes specifically in relation to Pole BH68 following contact from Mr Mark John Mayo.

During that attendance, you acknowledged to Miss E that:

- she held a current wayleave agreement relating to BH68;
- her predecessor had also held a historic agreement relating to the same pole.

On the same date, you confirmed in writing that you had received and were able to access Miss E documentation, and indicated that you would review the matter and liaise with the Bodmin records office. That documentation included material identifying:

- a live boundary dispute;
- conflicting claims concerning BH68;
- concerns regarding correspondence attributed to National Grid personnel;
- Miss E current executed wayleave agreement for BH68;
- and the need for proper verification of the alleged National Grid correspondence being relied upon by Mr Mayo.

You were therefore not acting in ignorance. By 13 March 2025, you were aware that BH68 was a disputed and material issue, that Miss E held current executed documentation relating to that pole, and that the authenticity and effect of National Grid correspondence relied upon by Mr Mayo had been expressly put in issue.

Despite that knowledge, on or about 28 April 2025, you provided Mr Mayo with a plan accompanied by wording stating:

“Please see attached plan showing the apparatus on your title.”

That wording was plainly capable of conveying that National Grid apparatus, including BH68, was situated on Mr Mayo’s legal title. The plan was subsequently relied upon in the context of ongoing litigation and boundary assertions.

When later challenged regarding the nature and status of the plan, you materially altered your position and stated that:

- the map merely displayed a “general area”;
- it did not show any particular title;
- and it was not capable of identifying ownership or title position.

Those two positions cannot comfortably coexist.

If the plan was merely a general operational plan, not capable of identifying title, then the wording “apparatus on your title” should not have been used. If, alternatively, you intended to state that apparatus was on Mr Mayo’s title, then you are required to identify the evidential and documentary basis upon which that representation was made.

You further indicated during the meeting of 14 April 2026 that legal advice had been sought prior to your revised explanation being provided.

That is material. A simple clarification that a plan was merely a general area document should not have required prolonged silence, delay, and legal advice unless the original wording and use of that plan gave rise to serious concern.

Despite repeated requests from Miss E and Mr J, you failed to provide timely written clarification of these matters.

Further, your own written responses concerning alleged “transferred” wayleave agreements are material.

In response to direct questions from Miss E concerning the authenticity and status of alleged wayleave documentation relied upon by Mr Mayo, you stated in writing:

- “Existing wayleaves have been transferred in to Mr Mayo’s name”;
- and confirmed “Yes” when asked whether any wayleave agreements had in fact been transferred to Mr Mayo.

However, despite repeated requests and the seriousness of the dispute, no executed wayleave agreement relating to Pole BH68 in Mr Mayo's name has ever been identified or produced.

This is significant because, at the time those statements were made:

- you had already attended the property specifically in relation to BH68;
- you had acknowledged [Miss E] current and historic wayleave position relating to BH68;
- you had confirmed receipt of [Miss E] documentation concerning the dispute and the alleged National Grid correspondence;
- you had indicated that you would liaise with Bodmin records concerning the matter;
- and you were aware that BH68 was the central apparatus in issue.

During the Bodmin records office discussions, National Grid personnel (Estates Specialist Tom) **confirmed during witnessed testimony that:**

- no current wayleave agreement exists in Mr Mayo's name for BH68;
- no historic BH68 wayleave agreement exists in Mr Mayo's name;
- and the only identified agreements were historic defunct multi-pole agreements, the predecessor agreement relating to Lower Barley Hayes, and [Miss E] current executed agreement.

The position confirmed during the Bodmin records discussions is therefore directly relevant to the accuracy, meaning, and evidential basis of the representations you made.

In circumstances where BH68 was plainly the central apparatus in dispute, and where conflicting documentation had already been provided to you, the continued use of broad and non-specific wording concerning alleged "transferred" wayleaves, without identifying any executed BH68 agreement, transfer document, or contractual instrument capable of supporting such statements, raises serious questions concerning:

- the factual basis upon which those representations were made;
- the extent of your knowledge at the time;
- whether your wording was deliberately imprecise;
- and whether materially misleading impressions were created in circumstances where precision was plainly required.

Against that chronology, the following issues now arise directly in relation to your personal conduct:

1. the basis upon which you represented the plan as relating to apparatus "on [Mr Mayo's] title";
2. the extent of your knowledge at the time that representation was made;
3. whether you had any evidential basis for implying title alignment in circumstances where conflicting documentation already existed;
4. why clarification was not provided promptly when concerns were first raised;
5. why your later explanation materially contradicted your earlier wording;

6. why you stated that wayleaves had been transferred into Mr Mayo's name without identifying any executed BH68 wayleave agreement or transfer instrument;
7. whether you were referring to BH68, BH67, historic multi-pole agreements, or some other documentation when you made those statements;
8. whether you had checked the Bodmin records before making those statements;
9. whether you were aware that no current or historic BH68 wayleave agreement existed in Mr Mayo's name;
10. whether Mr Mayo made any specific request that you provide wording or documentation capable of assisting his boundary position;
11. whether any person within National Grid authorised, reviewed, approved, or directed the wording used in your communication to Mr Mayo;
12. and whether your representations were made negligently, recklessly, or otherwise without proper regard to the foreseeable consequences arising from them.

The consequences of these events have been serious.

Miss E has endured prolonged litigation exposure, substantial distress, significant time expenditure, and avoidable escalation of a dispute which National Grid personnel were repeatedly asked to clarify at an early stage.

Further, Mr J was ultimately required to travel internationally from Asia to the United Kingdom in order to obtain direct clarification from National Grid offices after over a year of non-response to written enquiries.

Your conduct is also relevant to National Grid's wider liability. However, this letter concerns your personal conduct and your personal explanations.

You are hereby required, within 7 days of this letter, to provide a full written response addressing the matters set out above, including:

1. the basis upon which you described the plan as showing apparatus "on [Mr Mayo's] title";
2. whether you maintain that representation was accurate at the time it was made;
3. the basis upon which your later explanation differed materially from the earlier wording used;
4. whether you accept that the plan was not capable of determining legal title, boundary position, or wayleave entitlement;
5. whether you were aware, at the time the plan was issued, that no executed BH68 wayleave agreement existed in Mr Mayo's name;
6. whether you checked National Grid's records before stating that wayleaves had been transferred into Mr Mayo's name;
7. precisely which wayleave agreements you were referring to when you stated that existing wayleaves had been transferred into Mr Mayo's name;

8. whether any such agreement related specifically to BH68;
9. if you contend that any BH68 agreement existed in Mr Mayo's name, identify the agreement, date, parties, apparatus reference, and document source;
10. the nature of the requests made to you by Mr Mayo in relation to the email and plan you supplied;
11. whether Mr Mayo requested wording referring to apparatus being on his title;
12. whether any person within National Grid authorised, reviewed, approved, or directed the wording used in your communication to Mr Mayo;
13. why you did not provide a substantive written response when Miss E and Mr J raised these concerns;
14. why your revised explanation was only given after delay and after legal advice had been sought;
15. and whether you accept that your wording and conduct were capable of creating a misleading impression in the context of an active boundary dispute.

For the avoidance of doubt, the present position has not arisen through any absence of opportunity for clarification or response.

Miss E first raised these matters directly with National Grid personnel, including correspondence attributed to Ms Amelia Skea, in February 2025. Detailed written enquiries and follow-up requests were then made repeatedly over a period exceeding one year.

You were subsequently made directly aware of the dispute, the conflicting documentation, and the concerns arising from the representations being relied upon in relation to BH68. You acknowledged receipt of the relevant material, attended the property personally in relation to the pole, and later indicated during the meeting of 14 April 2026 that you would provide written clarification of your position.

Despite that chronology, and despite the seriousness of the issues raised, no proper substantive written clarification has ever been provided by you.

Accordingly, it cannot reasonably be suggested that insufficient time, insufficient opportunity, or insufficient information has been available to enable you to explain or justify the representations and conduct now in issue. It is precisely because those opportunities have repeatedly been afforded, without satisfactory clarification being provided, that the present position has now become necessary.

If no satisfactory response is received within 7 days, or if the response provided is materially inconsistent with the documentary chronology and evidence already obtained, **further action will be taken without further notice.**

This may include:

- pursuit of claims arising personally from your conduct;
- reliance upon the chronology and contradictions identified above in ongoing proceedings;
- reliance upon your silence or inadequate response as part of the evidential record;
- referral of the matter to National Grid's senior management and legal oversight structures;
- and any further action considered necessary in light of the seriousness of the issues raised.

For the avoidance of doubt, this letter is not a request for informal comment. It is a formal opportunity to provide a complete explanation of your conduct before further steps are taken.

All rights are expressly reserved.

Yours faithfully

Mr J

Legal Owner of Lower Barley Hayes

Acting together with Miss E

Contracting party to the wayleave agreement and authorised under power of attorney in relation to matters concerning the property and agreement