

STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

217-2016-CV-00523

Leonard Giles, Trustee of  
Leonard L. Giles Revocable Trust of 2000

v.

David Lidstone

**PLAINTIFF'S MOTION TO BRING FORWARD AND  
FOR CONTEMPT AND SANCTIONS**

NOW COMES the Plaintiff, Leonard Giles, Trustee of Leonard L. Giles Revocable Trust of 2000 ("Mr. Giles"), by and through his counsel, Orr & Reno, P.A., and respectfully requests that this Court bring this matter forward and find Defendant David Lidstone in contempt. Mr. Giles further states.

1. This picture taken on December 11, 2021 at the Giles' Property in Canterbury is worth a thousand words; Mr. Lidstone is back living on the Giles' Property in the newly-reconstructed and enlarged woodshed:



2. On January 12, 2017, this Court ordered as follows:
  - A. The Court has entered a Permanent Injunction against the Defendant, David Lidstone.
  - B. The Defendant, Mr. Lidstone is prohibited from residing on the Woodlot or any property owned by the Plaintiff, Leonard Giles.
  - C. The Defendant, Mr. Lidstone, shall have 30 days to remove all possessions and structures from the property. Once all of the Defendant's possessions have been removed from the Property, he is permanently enjoined from entering the Woodlot or any other property owned by the Plaintiff.
  - D. The Plaintiff is awarded actual and consequential damages caused by the Defendant's trespass to the Property. This is to include any clean-up of hazardous waste that the Defendant does not remove from the Property.
  - E. The Plaintiff shall provide the Court with the amount of total damages no later than March 1, 2017. At that time, the Court shall schedule a hearing, with both parties present to determine the amount of damages to be awarded to the Plaintiff, Mr. Giles.

January 12, 2017 Order at 1. The damages hearing was never held because of Mr. Lidstone's evasion of service of process, and then subsequent arrests on contempt. The estimate for clearing the Property of the structures presented with Mr. Giles' Motion to Schedule Hearing on Damages was for \$8250.00.

3. As the Court is aware, prior to the last status conference in this case Mr. Lidstone had been incarcerated since mid-July 2021, because of his refusal to abide by the Permanent Injunction. By the time of the August 11, 2021, status conference, the A-frame structure in which Mr. Lidstone had been residing was destroyed by an accidental fire. The roof of the woodshed had been collapsed and wall boards removed to deter Mr. Lidstone from residing there. The makeshift greenhouse was left intact as it was protecting Mr. Lidstone's personal property from the elements.

4. At this hearing, Defendant Lidstone agreed to stay off the Property except to remove his personal property and pets within 60 days, and the Court so ordered finding that he

had purged his contempt through this agreement. He was ordered to keep Plaintiff's counsel apprised of his mailing and physical address for the next year, and ordered to stay off the property except to retrieve his personal items. He was ordered to coordinate retrieval of his personal items through Plaintiff's counsel. August 11, 2021 Order.

5. Mr. Lidstone retained counsel, who provided undersigned counsel with a new address for Mr. Lidstone. Neither Mr. Lidstone nor his counsel sought to coordinate trips to the Property to remove Mr. Lidstone's personal property, however. Periodic inspections of the Property by Mr. Giles' representatives revealed that some of Mr. Lidstone's personal property was removed during the 60-day period, but a significant amount remained in the greenhouse structure. Had the violation of the August 11<sup>th</sup> Order been limited to a failure to coordinate removal of items through counsel, this motion would not have been filed. In retrospect, Mr. Lidstone's failure to remove all the personal items appears to have been part of a plan by Mr. Lidstone to return to the Property rather than simply a decision to abandon his items leaving the cost of clean up to Mr. Giles.

6. During the week of December 6, 2021, Mr. Giles received a report that Mr. Lidstone may have returned to the property and was residing there. This is not even 60 days after the date by which this Court ordered Lidstone to remove all his belongings or have them deemed abandoned.

7. An inspection of the property on December 11, 2021, confirmed this report. It revealed that Mr. Lidstone and/or others had trespassed on the Giles' property, felled more of Mr. Giles' trees, rebuilt, reroofed, and enlarged the woodshed structure, and outfitted it with a woodstove and solar panel. It was clear that this structure was occupied as smoke was coming from the stove pipe, as is clearly depicted in the picture above. Mr. Giles did not give permission for Mr. Lidstone to take any of these actions, and up until this report was not aware

that Lidstone was again in violation of this Court's January 12, 2017, Permanent Injunction, and subsequent orders (other than through his failure to inform Plaintiff's counsel of when he planned to go to the Property to remove his possessions).

8. The Town of Canterbury was contacted about this trespass, and Canterbury officers arrested Mr. Lidstone at the woodshed structure on December 14, 2021 for criminal trespass, thus confirming that he was the one improperly trespassing on the Giles' Property. He was taken to the Merrimack County jail. Mr. Lidstone refused bail and stayed overnight in jail. He was released the next day upon the condition that he not return to the Property.

9. Mr. Giles has been informed by the Town that the County Attorney is at this point not inclined to prosecute the misdemeanor trespass charge.

10. Upon information and belief, Mr. Lidstone has returned back to the Property and is residing there in the woodshed structure in continuing violation of the Permanent Injunction and conditions of his release from jail.

11. Mr. Lidstone has been painted as a sympathetic figure in the media because he is an 81-year-old veteran wanting to live a romanticized life off-the-grid. That does not excuse his conduct of returning to Mr. Giles land, again, and again and again. The victim here is not Mr. Lidstone. Plaintiff, an 86-year-old veteran, should not be forced to spend his retirement years and funds protecting his property from Mr. Lidstone's trespass. Lidstone displays no respect for either the civil or criminal justice systems.

12. Accordingly, Mr. Giles is turning to this Court, requesting that it find Mr. Lidstone in civil contempt, and that it fashion an appropriate remedy to keep Mr. Lidstone from returning to the Property and to compensate Mr. Giles for the harm caused to him by Mr. Lidstone's conduct.

13. Mr. Giles further seeks an order that all the items currently on the Property placed there by or for the benefit of Mr. Lidstone before *or after* the running of the 60-day period set forth in the August 11, 2021 Order are deemed abandoned by Mr. Lidstone and may be destroyed or disposed of by Mr. Giles, at Mr. Lidstone's expense.

14. Additionally, Mr. Giles requests that the Court order Mr. Lidstone to compensate him for all the harm Mr. Giles has incurred as a result of Mr. Lidstone's refusal to abide by the January 12, 2017, Permanent Injunction, including:

- a. An award of all legal expenses he has incurred since the issuance of the January 12, 2017, permanent injunction order. Mr. Giles should not have had to take any action to enforce that order, and Mr. Lidstone's stubborn refusal to abide by the Permanent Injunction has resulted in Mr. Giles needlessly incurring legal fees to protect his property rights. This amounts to the type of bad faith, vexatious, wanton and oppressive conduct that justifies an award of attorneys' fees. *See Harkeem v. Adams*, 117 N.H. 687, 691 (1977).
- b. An award of ten times the value of trees felled by Mr. Lidstone on the Giles Property, as permitted by RSA 227-J:8.
- c. An award of clean up costs to remove abandoned items of personal property and demolish and clean up the structures, and to address any hazardous waste left by Mr. Lidstone at the Property including but not limited to decommissioning of the newly installed solar panel.
- d. An award of enhanced compensatory damages on the basis that Mr. Lidstone's flagrant disregard of the Permanent Injunction, felling of trees on Mr. Giles' Property, and rebuilding and occupation of the woodshed only a few months after promising to vacate the property amounts to the wanton, malicious, and

oppressive conduct that justifies an award of enhanced compensatory damages.

*See MacDonald v. Jacobs*, 171 N.H. 668, 676 (2019); *Munson v. Raudonis*, 118 N.H. 474, 478 (1978).

WHEREFORE, Mr. Giles respectfully requests that this Honorable Court:

- A. Find Mr. Lidstone in contempt for violation of the Permanent Injunction;
- B. Issue an arrest warrant for Mr. Lidstone if he does not immediately, voluntarily, and permanently vacate Mr. Giles' property;
- C. Award Mr. Giles the relief requested in Paragraph 14 above;
- D. Grant such other relief as the Court deems just

Respectfully submitted,

Leonard Giles, Trustee

By His Attorneys,

ORR & RENO, P.A.  
45 South Main Street, Suite 400  
P.O. Box 3550  
Concord, NH 03302  
(603) 224-2381

Dated: December 22, 2021

By:   
Lisa Snow Wade (Bar no. 5595)

### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Motion has been forwarded this date to Brian Quirk, Esq. (counsel to Defendant Lidstone) via U.S. Mail and email.

Dated: December 22, 2021  
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By:   
Lisa Snow Wade