

CKFT

SOLICITORS

Our ref: AS/17/steel
Your ref: L.M.ch.R360/1

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WITHOUT PREJUDICE CLAIMANT'S PART 36 OFFER

21 October 2003

Dear Sirs

Your Client: Noelle K Dit Rawe
Our Client: Steel Services Limited

Our client maintains that, as a result of the LVT decision dated 17th June 2003, it is entitled to payment from your client of the sum of £10,917.27, as set out in the revised major works apportionment dated 24th June 2003, issued by Messrs Martin Russell Jones.

Your client's decision to challenge both the LVT decision and to continue to defend these proceedings is her own. Her decision to do so has caused inconvenience and expense to all the lessees of the building. Our client can bear the expense and inconvenience but insists that the major works must begin without any further delay so as to avoid any prejudice to other lessees and residents of the building who have, quite rightly, paid their apportioned liability. !!

With that in mind, and without any admission whatsoever, our client has, once again, reviewed the revised apportionment dated 24th June 2003.

A copy of the Kilby & Gayford specification is attached and we set out below details of the concessions our client is prepared to make:-

- Page 16: Our client is prepared to deduct the figure of £22,365.00 (relating to central heating) in its entirety for the purpose of calculating your client's liability.
- Page 17: Our client is prepared to deduct the figure of £300.00 at item 16.13 (relating to mechanical ventilation for the purpose of calculating your client's liability).
- Page 18: Our client is prepared to deduct the figure of £17,975.00 at item 16.15 (relating to heating) for the purpose of calculating your client's liability.

Finally, our client is also prepared notionally to utilise the reserve fund to reduce the total figure and, accordingly, your client's apportioned liability.

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Regulated by the Law Society

LIE. I did not. Its client, Mr Ladsky did

Another LIE, as the amount was the same at 24 June 03

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Accordingly, the without prejudice reduced figures are as set out below:-

Page 1:	£13,666.00	
Page 2:	£12,140.00	
Page 3:	£25,523.00	
Page 4:	£ 3,924.00	
Page 5:	£ 2,397.00	
Page 6:	£13,340.00	
Page 7:	£ 1,080.00	
Page 8:	£30,534.00	
Page 9:	£22,147.00	
Page 10:	£ 1,852.00	
Page 11:	£ 2,328.00	
Page 12:	£28,888.00	
Page 13:	£ 5,076.00	
Page 14:	£ 2,645.00	
Page 15:	£ 0.00	
Page 16:	£12,350.00	
Page 17:	£ 7,560.00	
Page 18:	£47,361.00	
Page 19:	£ 0.00	
Page 20:	<u>£35,607.50</u>	
		£268,418.50
Contingency:		£ 50,000.00
Preliminaries:		£ 40,000.00
Vat:		£ 62,260.36
Fees & Vat:		<u>£ 45,983.72</u>
		£466,662.58
		<u>£141,977.00</u>
Less Reserve Fund:		<u>£324,685.58</u>

It opted to include the contingency fund allowance, in spite of:

Having previously argued (Mr Silverstone's 7 August 2003 letter) against the tribunal's view (point 59 of the 17 June 2003 LVT determination) that its client was under no obligation to use the contingency fund

I believe the reason it did this was because I had flagged-up the 7 June 2001 letter from Ms Hathaway, Martin Russell Jones, in which she specifically stated that the contingency fund would be used as contribution

As explained in the section on CKFT - it-its client and his other 'puppet', Martin Russell Jones did NOT take the contingency fund into account for - at least - the majority of the other leaseholders (as the majority ended-up paying the full amount demanded by Ms Joan Hathaway in her 15 July 2002 letter)

This is VERY WRONG. Among others, it is a BREACH of covenants in the lease.

After applying your client's percentage (1.956%), this leaves your client with a liability of £6,350.85 plus interest (of which £2,255.07 was paid on 10 September 2003).

!! We calculate interest on the reduced without prejudice sums as follows:-

25th June 2003 – 9th September 2003 (76 days): interest at a rate of 8% per annum on the full balance of £6,350.85 which is: £105.79

10th September 2003 – 22nd October 2003 (42 days): interest at a rate of 8% per annum on the reduced balance of £4,095.78 which is £37.70

Accordingly, this proposal is that our client shall accept the sum of £6,494.34 inclusive of interest as at the date of this letter (although interest continues to accrue at the daily rate of £0.90). Our client's proposal in relation to costs is that each party bear its own costs.

This offer is made pursuant to Part 36 of the Civil Procedure Rules and shall remain open for 21 days from the date of receipt after which time the offer shall automatically lapse. If the offer is

NOT TRUE: This offer, which in fact was a 'pre-action' offer (the LVT determination had not been implemented) was not compliant with the CPR Rules as defined by Lord Woolf's in the Ford v GKR Construction Ltd [2000] 1 All ER802 case as I was not supplied with the information necessary for me to assess it.

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rejected and your client is held liable at the trial of this matter for a greater sum, it would be our client's intention to rely on the provisions of CPR Rule 36.21.

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We look forward to hearing from you.

Yours faithfully


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