

NOTICE OF ACCEPTANCE

Noëlle Klosterkotter-Dit-Rawé – Defendant number 2

Claimant, Steel Services - WL203 537

19 December 2003

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CKFT Solicitors
25-26 Hampstead High Street
London NW3 1QA

Ms N Klosterkotter-Dit-Rawé

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Lor
My doing this threw a spanner in the works of the cabal, comprising of 'my' solicitors, Piper Smith Basham/Watton, and 'my' barrister, Stan Gallagher - see their relevant section on my site as well as CKFT's
- Events also briefly summarised under the section 'My Witness Statement - 19 Oct 03'
- and led to the battle to rage on for another 6 months with CKFT
and in West London County Court and Wandsworth County Court

(By special delivery on 19 December)

Ref: Steel Services - WL 203 537

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Dear Sirs

And 3 months after the Consent Order had been endorsed by Wandsworth County Court on 1 July 04, Ladsky had his thugs, Martin Russell Jones send me another bill for £14,400 - i.e. the original demand of 17 Jul 02, followed by another one 3 weeks later, for £15,500. Hence as though no offer had been made, I had not accepted it and paid it - see e.g. Introduction to My Dairy 2009

I am enclosing payment of £4,095.78 (£6,350.85, minus £2,255.07 already paid to your client) - in full and final payment of my share of the costs for carrying out all the major works at Jefferson House

1. I accept your client's offer of £6,350.85 and of each party paying its own costs, but cannot agree to the interest charge demand of £143.49

1.1. The offer cannot be regarded as a 'Part 36 Offer'

You have described the offer as a "Part 36 Offer". The Civil Procedures Rules state the following in relation to Part 36 Offers:

"If the process of making Pt 36 offers before the commencement of litigation is to work in the way in which the CPR intend, the parties must be provided with the information which they require in order to assess whether... to accept that offer... If a party has not enabled another party to properly assess whether or not... to accept an offer which is made because of non-disclosure to the other party of material matters, or if a party comes to a decision which is different from that which would have been reached if there had been proper disclosure, this is a material matter for a court to take into account in considering what orders it should make" (Lord Woolf, **Ford v GKR Construction Ltd** [2000] 1 All ER 802)

In its 17 June 2003 report, the LVT concluded that it could not make a decision on items amounting in total to £144,745.87 (exc. VAT and management fee) due to lack/insufficient specification.

The lack/insufficient specification in relation to these items has not been addressed in the document sent in support of the offer.

Without proper specification and tendering process, I cannot establish what - if any of this amount - I am actually liable for under the terms of my lease.

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With the addition of VAT and management fee and, given that my share of the service charge is 1.956%, it brings the amount to **£1,735.74**.

Although there is no evidence to support this sum of £1,735.74 out of the £6,350.85 demanded – I nonetheless agree to pay it for the sake of bringing this dispute to an end.

1.2 Non-provision of the 2002 year-end accounts adds to the difficulty of my being able to "...properly assess whether or not to accept the offer..." (CPR)

At the time of the original claim, I pointed out in my defence that the demand did not comply with the terms of my lease. In particular:

Clause 2

(d) *"As soon as practicable after the end of each financial year... the lessor shall cause the amount of the service charge payable by the lessee for such financial year to be determined by an accountant..."*

(e) *"... the costs expenses and outgoings incurred by the lessor during the relevant financial year of the lessor shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the lessor during the relevant year... but also the sum or sums (hereinafter called the 'contingency payment) on account of any other costs expenses and outgoings (not being of an annually recurring nature) which the lessor shall have incurred at any time prior to the commencement of the relevant financial year or shall expect to incur at any time after the end of the relevant financial year... as the accountant may in his reasonable discretion consider it reasonable to include (whether by way of amortization of costs expenses and outgoings already incurred or by way of provision for expected future costs expenses and outgoings) in the amount of the service charge for the relevant financial year"*

(f) *"As soon as the accountant shall have determined the amount of the service charge payable by the lessee for the relevant financial year... the accountant shall prepare a written statement containing a summary of the costs expenses and outgoings incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2 (2) (e).. and specifying the amount of the service charge payable by the lessee...and in the accountant's certificate, shall certify:*

- (i)** *"that in his opinion the said summary represents a fair summary of the said costs and outgoings set out in a way which shows how they are or will be reflected in the service charge"*
- (ii)** *"that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him"*
- (iii)** *"that the sum specified as aforesaid represents the amount of the service charge payable by the lessee.."*

On 9 October 2003 I sent a (recorded delivery) letter to Martin Russell Jones requesting a copy of the year-end 2002 accounts within fourteen days. I am still awaiting a copy at the date of writing.

This amounts to a second difficulty in my being able to – under the CPR – "...properly assess whether or not to accept the offer...".

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Nonetheless, for the sake of bringing the dispute to an end, I am agreeing to payment in spite of the absence of due compliance with the terms of my lease.

I am agreeing to pay the sum of £6,350.85 on the condition that it is considered to be in full and final payment of my share of the costs for carrying out all the major works at Jefferson House.

1.3 I accept your client's offer that each party pays its own costs

1.4 Because the costs have not been incurred (and, aside from this, the sum demanded is considerably more than can be justified – as detailed above), I cannot agree to the demand for the payment of interest

This 'Notice of acceptance' replaces the one which, I understand, was sent to you by Piper Smith & Basham, my then solicitor, on 13 November 2003.

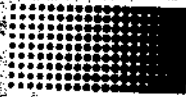
Please, find enclosed cheque NatWest, #1413 for £4,095.78.

I look forward to hearing from you.

Yours sincerely

Noëlle Klosterkotter-Dit-Rawé

Royal Mail
special delivery



guaranteed by 12 noon next day

to Name CKFT
Address 25-26 Hampstead High St
London
Postcode NW3 1QA

Moneyback guarantee for delay. You can claim compensation of up to £250 for lost or damaged items.

- Tick if you want a higher than standard compensation limit (this costs more).
Tick one level: Up to £1,000 Up to £2,500
- Write your address below.
- Hand this label and your package in at a Post Office® branch.

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