1. **Introduction**

2. As evidence is required to understand the basis of the complaint and, in order to avoid unnecessary delay, this document was produced as supporting evidence. It contains extracts from various documents - indicating their source. A copy of the source documents is available if required.

3. Other supporting documents included with this complaint are:

   (1) my letter to Piper Smith & Basham, dated 2 December 2003, requesting the assistance of the Senior Partner, Mr Robert Berns, and of Mr Ian Skuse, Complaints Partner in resolving the matter [1]
   (2) their reply dated 18 December 2003 [2]
   (3) my reply to their letter of 18 December 2003, dated 24 January 2004 [3]
   (4) their reply to my letter, dated 30 January 2004 [4]

4. **Background to the case**

   My case (which you may have heard of through the press [5]) relates to a service charge dispute for major works at Jefferson House where I have been the lessee and permanent resident of flat 3 since 1986. The sum I have been disputing is a demand of £14,400.19 for major works.

   How my case started was that I asked the **managing agents, Martin Russell Jones**: *"you want £14,400.19 from me for major works to the block, what are you going to spend it on?"*

   Aside from not being provided with the necessary information to which I am entitled, other factors which, among others, led me to pursue an answer to my question were:

   - I suffered extensive harassment, intimidation, as well as assault from the time that I challenged Martin Russell Jones on the true nature of the major works at Jefferson House

   - 4 months before sending me the demand for £14,400.19, in March 2002 – once the landlord's surveyor, **Brian Gale** had completed his assessment survey – Martin Russell Jones wrote to residents: *"our surveyor estimates that the total cost could be well in excess of £1million + VAT and management fee"* - which, in my case would translate in a demand of £30,000.00+ (for a studio flat!)

5. As many residents were objecting to the July 2002 service charge demand, in August 2002 the **landlord, Steel Services**, through Martin Russell Jones, made an application to the Leasehold Valuation Tribunal (LVT) to *"determine the reasonableness of the global sum demanded"* (amounting to £736,206.00)

6. Concurrently, through its solicitors, **Cawdery Kaye Fireman & Taylor (CKFT)**, Steel Services also pursued the same action under a second jurisdiction: West London County Court where it filed a claim against me (and ten other residents representing 13 flats) in November 2002.

7. Although several residents were involved in the early part of the process with the LVT, by the time of the first LVT hearing on 5th February 2003, I was the only resident left to challenge Steel Services.

---

[1] My letter of complaint to Piper Smith & Basham, dated 2 December 2003
[2] Letter from Piper Smith & Basham, dated 18 December 2003
[3] My letter to Piper Smith & Basham, dated 24 January 2004
[4] Letter from Piper Smith & Basham, dated 30 January 2004
[5] Recent press coverage includes: (i) *"My property nightmare – Extortionate service charges"*, Sunday Telegraph, 19 October 2003; (ii) *"Left homeless for £25"*, Evening Standard, 12 December 2003

8. The LVT issued its report on 17 June 2003 [6]**.** Based on my surveyor's assessment, the LVT:

   (i) disallowed 23.02% of the global sum demanded because it related to *"improvements"* (£129,958.00 exc. VAT and management fee)

   (ii) said to be unable to make a decision on a further 25.64% of the global sum demanded due to lack/insufficient specification (£144,745.87 exc. VAT and management fee)

   (iii) felt that the reserve/contingency fund should be used as contribution towards the cost of the major works as the lease was quite clear on this. At the time of the hearing the contingency fund was said to amount to £141,977.00 – or 19.28% of the global sum demanded inc. VAT and management fee

9. In June 2003 Steel Services had requested a Court hearing where I represented myself – and won (on the basis that I had 17 days leave of appeal to the Lands Tribunal).

   For this hearing, Steel Services had reduced the sum demanded of me (and 5 other residents who were still fighting the case) by 24.19% i.e. was demanding £10,917.27 from me vs. the original £14,400.19 [7]

10. In August 2003 Steel Services requested a *'case management'* and *'summary hearing'*.

    While I have learnt a great deal about the legal aspects of my case, I am not a lawyer and therefore not familiar with legal procedures and terminology.

11. It is for this reason that, on 18 August 2003, I asked Piper Smith & Basham to represent me at the 26 August 2003 West London County Court hearing. (**NB:** In April 2003, they had approached my then solicitor, Oliver Fisher, to ask about developments with the case as they said to be representing two residents).

    Piper Smith & Basham acted as my solicitors until December 2003.

12. **My complaint about Piper Smith & Basham relates to three specific events:**

    (A) the handling of the response to what Steel Services' solicitors, CKFT, described as a *"Without prejudice Part 36 offer"*

    (B) the response to the directions set by West London County Court

    (C) the handling of my 20C Order Application to the LVT

    and, in addition,

    (D) appalling administrative management of my file

13. (A) STEEL SERVICES "WITHOUT PREJUDICE PART 36 OFFER"

14. The directions set by West London County Court to which I and CKFT had agreed in Court (on 26 August 2003) stated that the exchange of Witness Statements had to take place on 21 October 2003 and were due to be delivered to West London County Court by 16h00 on that date[8]

---

[6] Leasehold Valuation Tribunal report, Ref LVT/SC/007/120/02, dated 17 June 2003
[7] Revised schedule of costs issued by Martin Russell Jones, managing agents, and handed to me by CKFT at the 24 June 2003 West London County Court hearing
[8] Directions set by West London County Court, dated 26 August 2003

15. I had my Witness Statement hand-delivered to Ms McLean at 9:02 a.m. on 20 October 2003, with a covering letter asking her to *"please take the necessary actions"*

16. On 21 October - at 17h43 - CKFT faxed Piper Smith & Basham what they described as a *"Without prejudice Part 36 offer"*.

17. On 28 October 2003, Ms McLean, myself, and my surveyor (**Mr Tim Brock, LSM Partners, London**) met (for 3 hours) with **Counsel, Mr Stan Gallagher**, **Arden Chambers, London**, to discuss the offer and response.

18. ***At the 28 October 2003 meeting, there was a palpable lack of support for my case from Ms McLean who spent a substantial part of the time focusing on the negatives – placing strong emphasis on potential threats - instead of ensuring that I receive a balanced view***

19. It was agreed that the following points would be made in the reply:

    (1) The fact that the *specifications for a number of items have not been redrawn*. My surveyor identified as a key concern the fact that, although more than four months had elapsed since the 17 June 2003 report by the LVT, the lack/ insufficient specification on items amounting in total to £144,745.87 (exc. VAT and management fees) - which had prevented the LVT from coming to a decision on these items - had still not been addressed.

20. In her Attendance Note of the 28 October 2003 Ms McLean wrote: *"if the offer was accepted we would make the point that we are not happy with the fact that the specifications remain unchanged..."* [9]

21. (2) Because of this, the reply would specify that the payment was made *"in full and final payment of my share of the major works"*

22. (3) *Interest could not be charged* as the works had not started (**NB**: Thinking about this since, this is an incorrect argument: Steel Services can ask me for payment in advance but, under the terms of my lease, the demand must be certified by an accountant. The original demand for payment of the £14,400.19 is dated 17 July 2002. The 2001 year-end accounts do not make any reference to major works. In spite of asking, to this day, I still have not been provided with the 2002 year-end accounts. Therefore, Steel Services *cannot* demand interest from me).

23. (4) At the meeting, **I** drew attention to the terms of my lease pointing out that the demand was in breach of the terms.

    Neither Ms McLean, nor Mr Gallagher, actually picked-up on this. I felt that they were both uneasy at my bringing this up.

24. Instead, Mr Gallagher remarked on the rateable value, as well as arbitration clause, but dismissed both points as not worth pursuing.

    This was captured by Ms McLean in her Attendance Note:

    "Counsel then said that there were various matters that we could raise by way of argument for example the rateable value apportionment, the fact that the lease referred to having the matter referred to arbitration etc etc. Whilst those were arguments that we could run he thought that the likelihood of success would be limited"

25. ***Ms McLean in particular, but also Mr Twyman have consistently opted to ignore the terms of my lease – this, in spite of my several requests (which I should not have had the need to make)***

[9] Ms McLean's Attendance Note of the 28 October 2003 meeting

On 3 September 2003 I wrote to Ms McLean: *"I do not believe that the Claimant's request complies with the terms of my lease. Can you please get one of your firm's experts to properly look at my lease in order to get an opinion"*

26. On 9 September 2003, I wrote to Ms McLean: ***"please, let me re-emphasise the need for one of your experts to look at my lease:***

    (1) It states that service charge demand should be made in either June or December. I do not believe that it allows 'dumping' such a large demand for money in the way that MRJ have done;
    (2) *The demand must be certified by a chartered accountant.*
    (3) *(Last year, a lawyer at the Federation of Private Residents Association looked at my lease and concluded the above)"* [10]

    In her letter of 19 September 2003 Ms McLean quoted extracts from my lease that were irrelevant (as they referred to the ground rent).

27. In my reply of 21 September I wrote: *"In my letters of 3 and 9 September I have asked you to please get one of your experts to look at my lease. These are the clauses I want to draw your attention to"* and I included comprehensive extracts from my lease. (See point 15 of my 24 January 2004 letter to Piper Smith & Basham under which I have included extracts). I then went on to say *"There has been breach of the terms of my lease"* explaining the reasons by referring to the lease.

    I go on to say that *"while I appreciate your concerns about keeping my costs down by handling my case yourself, this is not working out"* and say: "*I really do need somebody highly experienced to deal with / drive my case as of now. Who in your firm can do this?"*

28. I further stressed the need to have somebody experienced to handle my case when I met with Ms McLean and Mr Twyman in the afternoon of 22 September 2003. Mr Twyman replied that Ms McLean was highly competent and that, as they were sitting in the same office, it was easy for her to ask for advice if required.

29. In a letter dated 22 September 2003 Ms McLean states that *"I will have Mr Richard Twyman review the papers for you"* [11]

30. At the same meeting, on 22 September 2003 I had said that, IF the accountant for Steel Services had included the global sum demanded in the 2002 account as an amount for disbursement during 2003, this amount would clearly be false given the findings and conclusions from the LVT - leading to the accountant committing a professional error.

    This is what Ms McLean replied: *"You may recall in the meeting you had with myself and Richard Twyman that if the accountant certifies the £763,206.09 as reasonable based on the information he had at the time, then it would only be a serious breach of professional conduct if no other accountant, with the same information could possibly have come to the same conclusion"* [12] (**NB:** It demonstrates Ms McLean's lack of understanding / unwillingness to acknowledge the implications of the LVT report). On 12 October 2003 I replied that I did not understand her point, but that there was no point exploring this at this stage

[10] My letter to Ms McLean, dated 9 September 2003
[11] Letter from Ms McLean, dated 22 September 2003
[12] Letter from Ms McLean, dated 3 October 2003

31. ***At the 28 October 2003 meeting - by means of intimidation tactics, Ms McLean was putting a lot of pressure on me to push me into a decision against my will***

32. I felt troubled by the evident lack of support for my case at the 28 October 2003 meeting. In my view, the reply ought to be handled differently but, both my lack of experience of this type of situations, as well as lack of knowledge of legal matters prevented me from challenging the discussion.

33. I also felt under quite a lot of pressure to not argue and 'get it over and done with'. On two occasions Ms McLean repeated what she had already told me 2-3 times previously: *"If you go to a hearing and the Court decides that the amount you have to pay is just £1.00 more than the offer, then you will have to pay for Steel Services costs"*.

34. As on these previous occasions, I replied that, because of the lack/insufficient specification identified by the Tribunal, it could not be determined what, if any of this amount was actually due by residents. Consequently, if the Tribunal could not determine the reasonableness of the sum demanded for these items, how could the Court rule that I owed even £1.00 more?

35. ***Ms McLean's obstinacy in refusing to take into consideration the LVT findings is beyond belief as, not only was she presented with the facts by my surveyor at the 28 October 2003 meeting, I had brought-up to her attention the issue of the lack of specification for some items on numerous occasions previously – including asking her to consult an experienced person in her firm:***

36. (1) On 19 August 2003 I sent Ms McLean copy of my letters to West London County Court in which I clearly explained the impact of the LVT findings on Steel Services demand from me for the service charge, as well as the 17 June 2003 LVT report and my surveyor's assessment of Steel Services' first revised costs [13]

37. (2) I emphasised the point again in my fax to Ms McLean of 21 August 2003 in the process of drawing her attention to the contents of my letter to the Court dated 9 August 2003:

    "In their revised specifications, the Claimant (a) (i) has not complied with the consultation proceedings as detailed under the Landlord & Tenant Act 1985 for the £144,745.87 worth of items for which the LVT said to be unable to make a decision due to lack/ insufficient specification.." [14]

38. (3) I emphasised the point once again in my 27 August 2003 letter to Ms McLean, as part of re-stating my objectives:

    "1. Getting the Claimant to implement the LVT's determination which, at this stage, entails assessment of/ obtaining specification for items which Mr Brock calculates amount to £144k and issuing a Section 20 notice

    2. Once, they have complied with this legal requirement, to redraw the specification to reflect the impact of action #1 – and to provide me with a copy of this specification" [15]

39. (4) I repeated the issue of the lack/insufficient specifications in my letter to Ms McLean of 3 September 2003: *"I want a line drawn under the costs of the major works. As the specification currently stand this cannot be achieved"* and I further expanded on this: *"…in my fax to you of 26 August I stated that*

[13] List of documents I sent to Ms McLean on 19 August 2003
[14] My fax to Ms McLean, dated 21 August 2003
[15] My 28 August 2003 letter to Ms McLean

> *as no specifications were drawn/or were deemed by the Tribunal to be sufficient to make a determination, in the first instance, how, as a lessee, can I determine whether or not the items of work are actually required? They may not be necessary".* [16]

40. In a letter dated 1 September 2003 Ms McLean wrote: "*As I understand it… 4. The fact that the specifications are still unclear and that if the amounts were paid the Claimant could send you a further demand in the future…"* [17]

41. In another letter, also dated 1st September 2003 Ms McLean wrote: *"I am not sure I follow why you say they need to issue a section 20 notice… I imagine that any omissions to serve a section 20 notice would have been noted and dealt with prior to this…". (*Ms McLean also states that she needs to speak to my surveyor) [18]

42. As I was getting frustrated by her apparent lack of understanding, in my letter of 3 September 2003 to Ms McLean, I detailed my point – including asking her to seek input from an experienced person:

> *As: (1) the specifications were not drawn (2) could not therefore be properly tendered – I conclude from this that the Claimant must issue a Section 20 Notice.*
>
> *This must be done as: (1) the value of the works is greater than £1,000; (2) otherwise it deprives me of my rights under Section (4)(c)* (of the L&T Act)*("The notice shall describe the works to be carried out and invite observations on them and on the estimates…"). I may wish to have my own expert review the specification and the tenders obtained.*
>
> *Ms McLean, I realise that this will mean additional costs, but this is an important point: can you please consult one of your firm's experts on this… Is my above reasoning correct?.."* [19]

43. In a letter dated 4 September 2003, Ms McLean continues on missing the point about L&T Act 1985 S.20 notices, as she replied: *"The S.20 notice specifies the amount claimed by the Claimant prior to the works being commenced. The question is, did you receive a S.20 notice confirming the amount that the Claimants sought in respect of major works. If you have received one (and I think that you must have for the reasons stated in my letter of 1 September) then I will need to see it to see whether any of the points you now make are justified. With respect you are looking at matters in the wrong order. The S.20 notice would have come first. You cannot look at the LVT decision first and then the S.20 notice."* [20]

(**NB:** Among others, it demonstrates that, in spite of charging me several hundred £s in fees for week 21 to 28 August 2003 for *"perusing voluminous correspondence*" Ms McLean has not familiarised herself with my case).

44. (5) In my letter of 12 October 2003 to Ms McLean I, yet again explain the LVT findings, as well as quoted from my surveyor's assessment: *"… Mr Brock calculates that, in their July 'revised price' specification, the Claimant has reduced the cost*

---

[16] My letter to Ms McLean, dated 3 September 2003
[17] Letter from Ms McLean, dated 1 September 2003
[18] 2nd letter from Ms McLean, dated 1 September 2003
[19] My letter to Ms McLean, dated 3 September 2003
[20] Letter from Ms McLean, dated 4 September 2003

down to £109,896.87 i.e. a reduction of £34,849.00. However, as highlighted by Mr Brock: ***"There is no explanation from Killby and Gayford for this reduction, or what directions they have followed from the Tribunal's decision. This reduction still does not change the fact that it is possible that further cost reduction would occur if the works were correctly specified".***[21] (**NB:** Highlighted in bold in my letter to Ms McLean)

45. ***After the 28 October 2003 meeting I consulted another lawyer, as well as did my own desk research in order to get a better, more balanced – and more accurate - assessment of my position and communicated this to Mr Twyman on 7 October 2003***

46. Given my uneasiness at the 28 October 2003 meeting with Ms McLean and Mr Gallagher, I stated, at the meeting, that I would be seeking additional legal advice.

47. After consulting another lawyer, as well as doing some desk research, on 7 November 2003 [22] I sent a letter to Mr Twyman containing points, which I felt, should be included in the reply.

    I highlighted various points in this letter:

    (i) false statements by Steel Services in its offer;
    (ii) the fact that the lack of specification identified by the Tribunal had not been addressed which, by then, I had calculated that, in my case, it resulted in an overcharge of £1,735.74;
    (iii) emphasised the fact that the demand did not comply with the terms of my lease;
    (iv) disagreed to the payment of interest.

    The main difference relative to what had been discussed at the 28 October 2003 was that I was disagreeing with a term of the offer that *"each party pays for its costs"* – asking instead that Steel Services pays for my costs.

    At the end of the letter I emphasised the fact that I wanted to review the draft: *"Thank you in anticipation of your liaising with Mr Gallagher to obtain a draft for my review"*

48. On Thursday 6 November 2003, I left a message on Mr Twyman's voicemail around 13h00 to let him know that I would have my reply hand-delivered to him first thing the following day – which I did. (The courier's log shows that receipt of my letter was signed at 9h00). This **left five working days to the deadline** of 13 November.

49. ***Mr Twyman engineered the situation so as to minimise the probability of my being able to input into the reply - and did this concurrently with using what I can only describe as bullying and intimidation tactics reliant on my lack of knowledge and experience - as a means of pushing me into a decision against my will***

50. On Tuesday 11 November 2003 I phoned Mr Twyman asking about the status of the situation. **He was extremely curt with me and refused to discuss my reply** - other than say *"you have rejected their offer".* When I tried to explain, he said that he did not have the time to discuss. He said he had just sent my letter to Mr Gallagher and *"hope that he will have the time to look at it".*

51. I did not understand the implication of what he had said: *"you have rejected their offer"*. It worried me that I was doing something that would have serious consequences. **Very clearly, Mr Twyman was playing on my lack of knowledge and experience of this situation.**

52. It is my very strong belief that, like Ms McLean's, Mr Twyman's tactics – which I can only describe as bullying and intimidation - relied on the following facts:

---

[21] My letter to Ms McLean, dated 12 October 2003
[22] My letter to Mr Twyman, dated 7 November 2003

(1) my lack of experience and knowledge of legal matters
(2) it would be very difficult for me to appoint another lawyer due to the extensive learning curve required
(3) I work during the day
(4) the deadline for reply was now very close and, at the time, I was under the impression that I HAD to reply
(4) I have spent the better part of my life savings' on professional fees fighting this case

53. Given my telephone conversation with Mr Twyman on Tuesday 11 November 2003, I tried to speak to him again on Wednesday 12 November 2003 and was told that Mr Twyman was *"out of the office all day"*. I tried to speak to his secretary. She was unavailable. I left a message asking her to phone me back. She did not.

54. Thursday 13 November 2003 – the day of the deadline for replying to the offer.

I was in a frantic state: I did not know whether Mr Gallagher had looked at my reply of 7 November 2003, nor did I know whether Mr Twyman would again be unavailable.

Because of this uncertainty, I opted to contact Mr Gallagher directly explaining my reasons for doing so: the events of the last two days. I made this contact **by fax**, which I sent at 9h11 to Mr Gallagher and also faxed my letter **to Mr Twyman (at 9h26)** (and Mr Brock) [23]

NB: A point that will become relevant later on: because the fax machine had not been reset to winter time, all my faxes showed the time sent as being one hour later (e.g. the time on my fax to Mr Twyman was recorded as 10h26).

55. ***Mr Twyman opted to ignore the highly material point I had raised in my 13 November 2003 fax in relation to the requirements for the working of Part 36 Offers (and which I had identified myself)***

56. Subsequent to my letter of 7 November 2003 to Mr Twyman, I had undertaken desk research on Part 36 Offers. During the course of this research, I came across Lord Woolf's recommendations on the requirements for the working of Part 36 Offers in ***Ford v GKR Construction Ltd*** [2000] 1 All ER 802.

I included my findings in the fax I sent to Mr Twyman, at 9h26 on 13 November 2003 (and to Mr Gallagher on the same date, at 9h11), stating:

> *"I will take the opportunity to add other points to be included in the reply.*
> *1. That I am being exceptionally generous in my reply to Steel Services' offer considering that - as stated in my draft reply of 7 November 2003, I have not been provided with the necessary information:*
> *(i) details of specifications, followed by tendering – to help me determine whether or not I am actually liable under the terms of my lease to pay £1,735.74 of the sum demanded*
> *(ii) nor have I been provided with a copy of the 2002 year-end accounts*
> *This is in breach of the Civil Procedure Rules"* and I explained this by referring to the Ford vs. GKR Construction, 2000 case, in particular:
>
> *"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*

[23] My fax of 13 November 2003, 9h11, to Mr Gallagher – also faxed to Mr Twyman (and Mr Brock)

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"

Preceding this – using a mix of bold typeface, and bold italic typeface – I had written: **"Can you please ensure that your draft of the reply to Steel Services is *also faxed to me on the following*"** (giving the fax number)

57. Neither Mr Twyman (nor Mr Gallagher) provided me with any feedback on the extracts from the Ford v GKR case I had included in my fax to them of 13 November 2003.

58. And of course, neither Ms McLean (nor Mr Gallagher) mentioned this requirement in relation to the working of Part 36 Offers at the 28 October 2003 meeting.

59. After sending the fax to Mr Twyman (and Mr Gallagher), I switched on my computer and found an email sent by Mr Twyman at 8h40 (on 13 November 2003) which stated:

Dear Madam, Please see urgent advice attached. May we please have your clear and unequivocal answer - will you accept their offer as advised or do you wish to refuse it? This must be dealt with today.[24]

60. **Mr Twyman gives me this ultimatum in the context of the fact that, during the preceding 4 working days during which he has had my letter of 7 November 2003, he has point blank refused to discuss my reply**.

61. Below his email, was an email sent the previous day ie. 12 November 2003, at 17h09 [25], by Mr Gallagher to Mr Twyman. It includes a number of points with which I am unhappy for a number of reasons. For example:

Not true: The claim that my *"surveyor's calculations had demonstrated that this sum could not be bettered".* This is simply not true. I pointed this out to Ms McLean in my fax of 20 November 2003 [26]

Ignoring the facts: *"…I can only repeat my advice, and that of Ms Mclean, that if this offer is not accepted and the matter proceeds to trial it is virtually certain that the Clamant will beat it and Ms Rawe will be ordered to pay the Claimant's costs".*

Like Ms McLean, Mr Gallagher 'appeared' to be opting to totally ignore the fact that the demand includes an amount for items for which the LVT said to be unable to make a decision due to lack/insufficient specification. At the time, I concluded ' '*appeared*' to be opting to totally ignore the fact' because we had spent so much time discussing the issue of the lack of specification at the 28 October 2003 meeting – and I had repeated this in my 7 November 2003 letter - I of course assumed that this would be included in the reply.

Ignoring the requirements for the working of Part 36 Offers, as Mr Gallagher only makes the following comment about the Part 36 Offer: *"…Most importantly, the offer (which strictly is not a Part 36 offer as it does not rely on the automatic cost consequences provided by Part 36 of the CPR) proposes that there be no order for costs"*.

Concurrently with ignoring the requirements for the working of Part 36 Offers, he dismisses my

[24] Email from Mr Twyman to me, dated 13 November 2003, 8h40
[25] Email from Mr Gallagher to Mr Twyman, dated 12 November 2003, 17h09
[26] My fax to Ms McLean, dated 20 November 2003

request in my 7 November 2003 letter to him, and to Mr Twyman, that CKFT provides me with a copy of the 2002 accounts: *"…Similarly, adding conditions for the disclosure of accounts and details of trust fund arrangements can only complicate matters further and jeopardise the prospects of compromising the claim on realistic terms…"* . (**NB**: The terms of my lease are very clear: a demand for advance payment must be certified by an accountant).

I find his assessment to be very biased. However, given that I had brought the attention to the terms of my lease at the 28 October 2003 meeting, I assume that the reply will – at least - not only state that the demand is in breach of the terms of my lease, but also emphasise the reasons (given that there is such great variations in the terms of leases).

62. As evidenced by Mr Twyman's email of 8h40 on 13 November 2003, he does not make any comment about Mr Gallagher's email. ***Why not?***

63. On 13 November 2003, at **10h12,** Mr Gallagher sends an email to Mr Twyman on which he copies me. He states:

"I have received a fax dated 13 Nov 2003 from Ms Rawe (also copied to you). This fax has crossed with my earlier Emailed advice seeking further instructions. Instructions are needed on whether Ms Rawe wishes to accept the offer, subject only to the possibility of tweaking it as discussed in conference, or to reject it and put forward a counter-offer.

For the reasons set out in my earlier Email, I strongly advise that the offer be accepted.

Moreover, the terms of response that Ms Rawe sets out in her faxes do not constitute a realistic basis for settling the claim and will not be accepted by the Claimant. I must advise that I cannot see the point of responding in those terms. By this I do not mean to be unkind, but it must be remembered that the point of making an offer is not to debate the issues in dispute, but to set out a realistic basis to compromise the claim and (if the claim is not settled) to protect the litigant's position on costs.

It follows that if, contrary to my advice, C's offer is not acceptable, we should simply let it lapse by not responding substantively to it today. In which event there would be nothing to stop us subsequently making a counter-offer in less hurried circumstances.

But again, I strongly advise Ms Rawe to accept the offer

Please contact me if you have any questions. I will not settle anything until instructed to do so. I need those instructions by midday today if I am to do anything today as I have other commitment this afternoon".[27]

64. I spoke to Mr Twyman mid-morning. When I drew his attention to the fact that my reply had been hand-delivered to him by 9:00 am on Friday 7 November - and that I had left him a voicemail message at lunchtime the previous day to forewarn him of this - this last minute rush could have been avoided as it gave a total of five working days, he angrily replied *"when was it that you met with Counsel?"* and asked whether I thought he had nothing else to do other than deal with my case.

65. **I am now in a state of extreme stress and anguish:**

[27] Email from Mr Gallagher, 13 November 2003, 10h12

(1) I have a solicitor who is refusing to talk to me – (and has done so throughout)
(2) I have a barrister who, in his email of the previous day, misrepresented events, as well as overlooked facts which I believe are highly material
(3) In his 10h12 email Mr Gallagher talks of a *"counter-offer"* but: **(i)** I do not understand what this means in practice; **(ii)** Mr Twyman's does not want to discuss this with me; **(iii)** the impression he and Mr Gallagher are giving me is that it could have very serious consequences for me if I were to opt for this option
(4) I must get on with my work rather than spend my time on personal matters (It happens to be a particularly demanding day for me as I am making a presentation in the afternoon)

66. Although I have all these reservations, I am reassured by the fact that in his 10h12 email, Mr Gallagher wrote: *"…accept the offer, subject only to the possibility of tweaking it as discussed in conference.."*

67. (Bearing in mind that I do not have the time to reply as comprehensively as I would like), at 12h26 (on 13 November), I send the following email to Mr Twyman and Mr Gallagher

"…I find some of the comments difficult to reconcile with events/facts, and I am perplexed by the view on Steel Services' offer: "it's not strictly a Part 36 Offer" (because of the clause on costs) yet, later on you state that "it is virtually certain that the claimant will beat it" i.e. treat as a Part 36 Offer.

Although my views and wishes as to what 'should be said' and 'should happen' remain as expressed in my communication of 7 and 13 November - I am accepting your advice: to accept the offer - as you have extensive experience of handling this type of cases on behalf of lessees rather than landlords.

Can you please thus, be kind enough to draft a reply for my review - with the 'tweaking' you detailed.[28]

68. ***In spite of stressing to Mr Twyman on 3 occasions that I wanted to review the draft reply before sending it to CKFT, he did not ascertain that I had received it and, 21 minutes from the time that Counsel had sent it as an attachment to an email, Mr Twyman sends me an email saying that he will be sending the reply to CKFT "within the next 10 minutes"***

69. I hear nothing until sometime after 15h30 when I see that Mr Gallagher has sent an email at 15h32 to which he has attached the draft reply and draft consent order. He wrote:

> *"I attach the acceptance and the draft order NB though a matter for my solicitors, I do not think that it would be right not to include the reference in [ ] to the major works in the letter of acceptance…Presumably this ought to be served by 4.00pm today"* [29]

70. **This was the first time that a 16h00 deadline was mentioned to me** – and this was in the form of a question by Mr Gallagher. I did not receive confirmation from Mr Twyman as to whether or not this was the deadline.

[28] My email of 13 November 2003, 12h26 to Mr Gallagher and Mr Twyman
[29] Email from Mr Gallagher, dated 13 November 2003, 15h32

71. In fact, the only communication I had from Mr Twyman was an email he sent **21 minutes** later at 15h53:

"I confirm safe receipt of Counsel draft and will be sending it to the other side as drafted save with removal of brackets at the end of the letter as he has advised in the next 10mins or so. [30]

72. Mr Twyman did this in spite of the fact that - *on* ***three occasions*** - I requested the draft reply to be sent to me for review:

(i) my letter of 7 November 2003 - (*"Thank you in anticipation of your liaising with Mr Gallagher to obtain a draft for my review"*)
(ii) my fax of 13 November 2003 - (Highlighted in bold typeface: *"Can you please ensure that your draft of the reply to Steel Services is also faxed to me on the following"* (fax number))
(iii) my email of 13 November at 12h26 - (*"Can you please thus, be kind enough to draft a reply for my review.."*)

73. Furthermore, Mr Twyman opted to interpret the question by Mr Gallagher about a 16h00 deadline as being a statement of fact and recommendation by Mr Gallagher. As I pointed out in my letter to Piper Smith & Basham of 24 January 2004, under point 20, a 16h00 deadline only applies in the case of the Courts.

74. **The contents of the draft documents sent by Mr Gallagher at 15h32 are not what I expected given the 28 October 2003 meeting**:

(i) There is no reference to the fact that the lack/insufficient specification has not been addressed
(ii) The interest has been left in
(iii) The only reference made to the terms of my lease reads "*The absence of due compliance with the service charge certification provisions prescribed by the lease"*
(iv) Two points which, it was agreed at the 28 October 2003 meeting were not worth mentioning, make-up 50% of the contents of the letter

75. Given the unbelievable pressure under which I am being placed, the best I can do is to hand write the first two points above on the documents which I faxed to Mr Twyman and Mr Gallagher at 16h29 – in other words, within ***less than one hour of receiving them***. The points were:

On the draft consent order, next to 'interest'*: "On 28 October – Mr Gallagher said "no because works had not started"* [31]

On the 'without prejudice notice of acceptance' document: *"+ Non-compliance with Section 20 for some items, as a consequence of which the LVT was unable to take a decision"*) [32]

i.e. the two points that had been agreed at the 28 October meeting with Ms McLean and Mr Gallagher, would be included in the reply.

76. I used the same fax machine as I had done in the morning when I sent the fax at 9h11 to Mr Gallagher and at 9h26 to Mr Twyman. Hence, the time was recorded as 17h29 (instead of 16h29).

---

[30] Email from Mr Twyman, dated 13 November, 15h53
[31] Draft 'Consent Order' with my annotations, faxed to Mr Twyman and Mr Gallagher on 13 November 2003, 16h29
[32] Draft 'Without prejudice notice of acceptance' with my annotations, faxed to Mr Twyman and Mr Gallagher on 13 November 2003, 16h29

77. I was at my desk until 16h55. Mr Twyman did not contact me.

78. The following day, Friday 14 November 2003, at 15h57 Mr Twyman sends me the following email:

> *"I sent you an email yesterday regarding transmission of Counsel's draft indicating that the same would be sent by approximately 4pm. In accordance with that direction understanding this to be your instructions* (**NB: !!!)** *the same was sent at that time. Over an hour later I received a telephone message on my voicemail system when I was in another meeting indicating that you wanted your "comments" incorporated. At 5.37pm a fax was received here with comments on it which on the face of them are inconsistent with a request for inclusion in any event. If you wish to take this matter further please let me know. Had we waited beyond 4.30, usual close of business time it would been open to the other side to indicate that the offer had not been accepted. Please liaise with Lisa McLean on her return on Monday"* [33]

79. **This email is absolutely appalling and was a continuation of the treatment I had received from Mr Twyman throughout.**

80. How can he say that what was done were my instructions, and that my comments on the draft documents I faxed back *"on the face of them are inconsistent with a request for inclusion in any event"*?

- **The reply that was sent did not include points it had been agreed would be included, while including points which, likewise, had been agreed would not be included**

- **It made no reference whatsoever to the fact that the offer was not supported with the information necessary for me to assess it i.e. requirements for the working of Part 36 Offers - a point which I – as the client - had brought up as none of my '*advisors*' did. And still, they opted to ignore it**

- **In spite of specifically stating on *three occasions* that I wanted to review the drafts before they were sent to CKFT, Mr Twyman, in effect, ignored my request.**

81. Mr Twyman lied in order to cover up for not following my instructions

82. As I pointed out in my letter to Piper Smith & Basham of 2 December 2003 and 24 January 2004 (point 3.26 and point 27 respectively) **Mr Twyman lied** by saying that I faxed him the draft documents with my comments at 17h37.

The evidence for this:

- To send the '16h29' fax I used the same fax machine I had used in the morning to send my '9h11' fax to Mr Gallagher. While this fax recorded a time of 10h11, at 10h12 Mr Gallagher replied to my fax.
- Hence, in the space of *precisely one minute*, Mr Gallagher would have had to: collected my fax from his fax machine; read it; compose a relatively lengthy email (293 words to be precise); send it.

83. Please note also that, relative to his email of 13 November 2003 at 15h53, in his email of 14 November 2003, Mr Twyman has also changed the time of the deadline he deemed to be necessary to adhere to from 16h00 to 16h30.

[33] Letter from Mr Twyman, dated 14 November 2003

84. Gross mismanagement of my file results in Ms McLean writing to me 5 days later that the reply has not been sent to CKFT

85. In her 18 November 2003 Ms McLean writes that she *"notices the without prejudice and draft consent order have not been sent to the other side"* [34]

86. Aside from being totally at a loss as to what has been going on, my reaction is also that I have gone through absolute hell for the last 10 days for nothing. At least, on the upside, I conclude that it gives the opportunity to send a reply I am happy with.

87. I am so shocked by Ms McLean's statement that, in a fax dated 20 November 2003, I reply:

> "Further to your correspondence of 18 November… attached to an email I retrieved last night… I am totally puzzled by the contents: …*"Have not been sent"*?? What on earth is going on?" [35]

88. By means of an attachment to an email, on 21 November 2003 she replied:

> *"In relation to the letter having been sent to CKFT you will appreciate that I have just returned from vacation and had to go through the recent correspondence and it was not immediately clear that the letter had been sent to CKFT. That as I have said in my email of the 20th November was not the case and the letter has been sent to them and I enclose, as requested, a copy of the letter from CKFT dated 19th November. In any event from your fax letter of 20th November you were under the impression that the letter had been sent and that is in fact the case"*. [36]

89. ***During the following 4 weeks I wrote numerous letters to Ms McLean demanding that another reply be sent to CKFT, and eventually wrote to Piper Smith & Basham's Managing Partner, Mr Berns and Complaint Partner, Mr Skuse. They refused to redress the situation***

90. For the following *four weeks* I have an exchange of correspondence with Ms McLean with the aim of getting Piper Smith & Basham to send another reply to CKFT which incorporates the points that had been discussed.

91. Yet again, Ms McLean tried to push me into a decision by giving me false information and continuing with her unbelievable obstinacy in refusing to accept the facts

92. In her letter of 18 November 2003, Ms McLean writes:

> *"…there appears to be just one point to clarify namely the interest point you have highlighted on the draft Consent Order. I have in fact spoken to Mr Gallagher and he confirms that were the matter to go to trial, the interest point is an argument that we would raise and we would argue that rather than pay them interest on sums, any interest should go into the trust fund.* (**NB**: **What??)** *However, for the purposes of settling this case and giving* (sic) *the amount of interest, the advice would be to settle on the terms as set out in that order"*

93. To which I replied on 20 November 2003:

> *"This is incorrect: it was crystal clear from what Mr Gallagher said that he would deal with the issue of the interest in the reply to the offer. He said "the works have not started, hence interest cannot be*

[34] Letter from Ms McLean, dated 18 November 2003
[35] My fax to Ms McLean, dated 20 November 2003
[36] Letter from Ms McLean, dated 21 November 2003

charged". Hence, it was not the advice given.

Secondly, no, there is not "just one point to clarify". The reply has totally ignored Mr Brock's conclusions and key concerns which he made very clear – and gave you and Mr Gallagher a copy, namely that in spite of five months having elapsed since the 17 June report by the LVT, Steel Services has not done anything to address the lack/insufficient specifications on items amounting to £144,745.87. This highly material point was meant to be recorded in the reply. Why was not it?" [37]

94. And received the following from Ms McLean on 21 November 2003:

"As I say in my letter of 18th November I spoke to Mr Gallagher on my return from holiday and the information he gave me is that as set out in my letter of the 18th November".

95. I responded to this with the following on 23 November 2003:

"In relation to the conversation you said to have had with Mr Gallagher post 28 October regarding the interest, I note that this led to a change of position relative to what was agreed with him at the 28 October meeting.

Evidently, a similar 'off-line' conversation has taken place post the 28 October meeting in relation to Mr Brock's highly significant key conclusion - namely that Steel Services has not addressed any of the lack/insufficient specifications identified by the LVT in their June report (items amounting to £144,745.87) – as the reply totally omits any reference to this. Yet again, I am asking the question: why was this left out?" [38]

96. In her reply of 24 November 2003, Ms McLean wrote:

"I apologise for the confusion in relation to the reply having been sent to CKFT. In relation to the conversation that I had with Mr Gallagher regarding the interest as I had just returned from holiday and looked through the file I noted that there was your hand written note on the draft order in respect of the interest point **(NB: !!!)** *and it was on that basis that I telephoned Mr Gallagher and he gave me the information as set out in my letter of 18th November.*

You will appreciate that I was not here between the 3rd and 14th November inclusive and have had no conversation with Mr Gallagher in relation to Mr Brock's key conclusion referred to in the third paragraph of that letter"

(**NB: Ms McLean's obstinacy in refusing to acknowledge the evidence is absolutely beyond belief!)**

[37] My fax to Ms McLean, dated 20 November 2003
[38] My letter to Ms McLean, dated 23 November 2003

97. Ms McLean's letter of 24 November 2003 provides further evidence that the reply was sent to CKFT without my consent as she also asks me to confirm my endorsement of the reply:

"Perhaps you can now confirm that the consent order may be signed, if that is your instructions, and you can arrange to let me have the appropriate cheque in due course" [39]

98. I replied to Ms McLean on 26 November 2003:

"You state that you contacted Mr Gallagher on your return from holiday because you saw my handwritten note on the draft order above the word 'interest' ("On 28 October: Mr Gallagher said 'no' because works had not started"). It is interesting that you are not referring to my other handwritten comment which was on the 'without prejudice notice of acceptance' document: "+ Non-compliance with Section 20 for some items, as a consequence of which the LVT was unable to take a decision".

What happened in your firm subsequent to Mr Brock and I leaving Mr Gallagher's office at 17h00 on 28 October and which resulted in a reply that does not reflect what was agreed is for you to determine.

From my point of view – as the client – the outcome is a letter that does not make any reference to two points that had been agreed would be included in the reply. Instead, two of the four points covered in the letter refer to matters which, at the meeting, Mr Gallagher described as "not worth pursuing" – yet, they account for 50% of the contents of the letter.

I am not endorsing a reply that does not in any way challenge the offer letter which starts with the claim that Steel Services considers that "it is entitled to payment from me of the sum of £10,917.27". This is simply not true. Steel Services is not entitled to ask this amount from me – and it knows this perfectly well.

My position is based entirely on the decision of the LVT with, in addition, the fact that Martin Russell Jones had written to residents on 7 June 2001 that the full amount of the contingency fund would be used as contribution towards the costs. It is not me challenging the decision of the LVT, but Steel Services, as it has revised the amount it considers due on a number of occasions.

As it stands, even its offer of £6,350.85 represents an overcharge of £1,735.74 (my reply to the offer of 7 November) given that it has not addressed the lack/insufficient specifications identified by the Tribunal. The high significance of this was made perfectly clear by Mr Brock at the 28 October meeting during which it was discussed at length – and you reflected this in your attendance note…

I therefore demand that - as was agreed at the meeting – the point be made in the reply.

This point is of great significance. It was your firm's responsibility to ensure it was captured in the letter and it is now your firm's responsibility to ensure that it is" [40]

[39] Letter from Ms McLean, dated 24 November 2003
[40] My letter to Ms McLean, dated 25 November 2003

99. Ms McLean responded with the following on 1 December 2003:

> *"I am not sure what you are trying to imply by saying "what was agreed is for you to determine". If there is a particular problem with the way in which this firm has acted for you in this matter or my handling of the matter then you should take this up with Mr Ian Skuse who is a partner of this firm and the firm's complaints officer.*
>
> *The fact is that we had sent a letter to CKFT on the 13th November and in your fax to me of the 20th November you were, "puzzled by my letter of the 18th November and you say, "have not been sent?? What on earth is going on?". Clearly at that stage had the letter not been sent out you would have been extremely unhappy and you were under the impression on the 20th November (rightly so) that the letter of the 13th November with the accompanying consent order had been sent out.*
>
> *I enclose a draft of a reply to their letter of 19th November and would ask that you let me have your comments thereon. If it is easier to discuss the matter please let me know when would be a convenient time to do so".*

(**NB**: Given the modi operandi of Piper Smith & Basham, from October, I refused to correspond with Ms McLean other than by letter)

100. **In her proposed draft letter to CKFT, dated 1st December 2003, Ms McLean wrote**:

> *"Whilst we enclose the endorsed draft consent order we wish to add to our letter of 13th November that our client does not accept that your client is entitled to payment from her of the sum of £10,917.27 as set out in your letter of 21 October. She also remains extremely unhappy that the specifications remain unchanged notwithstanding the fact that this is a matter that the LVT had commented upon specifically. In particular in respect of the vagueness of parts of the specifications and the resulting inability to assess adequately or at all whether some items were properly priced. Also, there has been no re-tendering of any sort and the contract has remained with the same contractor. These are all matters which our client finds disturbing given the judgement of the Leasehold Valuation Tribunal. No doubt these sentiments will be passed on to your clients".*

(**NB: While she is clearly disassociating herself from this letter, Ms McLean demonstrates a good grasp of the issue relating to the lack of specification for some of the items. In my view, she had this understanding all along but opted to being purposely obtuse / muddle the issue (e.g. her letters at the beginning of September 2003) in the hope that I would give up**)

101. On 2 December 2003 I wrote a letter to Messrs Berns and Skuse, Piper Smith & Basham, requesting *"your kind assistance in ensuring that the necessary steps are taken to redress the situation"*

102. I replied to Ms McLean's letter of 2 December 2003 on 12 December 2003 (and copied my letter to Messrs Berns and Skuse). I wrote:

> *Your draft letter dated 1st December to CKFT does not address my request*
>
> *While the contents of your draft letter to CKFT, dated 1st December (received 5th December), reflect the discussion that took place on 28 October with Mr Gallagher, Mr Brock and yourself, it does not reflect*

> *what was agreed at this meeting: these points were to be **included in the reply** **i.e in the 'notice of acceptance'** – **not** in a separate letter.*
>
> *This is now the fifth time that I am pointing out to you/your firm that the reply does not reflect what we agreed. (Previously on 13 November, 20 November, 26 November and 2 December)*

Under point 3 I wrote:

> *"I want you to write another 'notice of acceptance' as well as 'draft order'- cancelling those sent - which contain the points agreed at the 28 October meeting – and send these documents to me for review prior to sending them to CKFT – as well as your draft covering letter*
>
> *While I am prepared to accept the offer of £6,350.85 – even though it includes the sum of £1,735.74 which is not supported by specifications and cannot therefore be demanded under Section 20 – I want my reply to contain the points - we agreed - at the 28 October meeting, would be included."* [41]

103. In her letter of 12 December 2003, Ms McLean wrote:

> *"You go on in your letter to say that you are prepared to accept the offer of £6,350.85, but continue to make comments that suggest you are not entirely happy with it. The offer is either accepted as it stands or rejected. You have accepted it in accordance with our and Counsel's advice. The problem here is that the consent order has been sent to CKFT and they have asked for an endorsed copy (i.e. one signed by us on your behalf) and I am surprised that they have not chased for it before now* **(NB: !!!)**. *They will argue, correctly in my opinion, that we have an agreement"* **(NB: !!!)**.

This is an appalling attempt to bully and intimidate me into endorsing the consent order.

104. It is my view that, to use a colloquial expression, Piper Smith & Basham thought that they had me 'cornered' as, having stated the above, Ms McLean wrote as the ***last point*** in her letter:

> *"One final point to make is that whilst there is a current complaint against me personally and the firm it would not be appropriate for me to continue acting for you, our relationship having broken down"*

105. **The level of anguish and distress I was experiencing since the 28 October 2003 meeting was horrendous. I was making myself sick:**

- I lost nearly a stone in weight (5 kg) during that period (weight I did not need to lose given that I weighed under 10 stone (63kg) and my height is 5 foot 9 inches (1.75m))

- I could barely sleep. On 18 November I had to see my doctor to get sleeping pills. I was told that I *"look like death"*. I certainly felt absolutely awful: weak, very tired and close to a nervous breakdown.

- Added to this was the worry that I did not want my work to suffer.

106. I was getting nowhere with **Piper Smith & Basham** and they **were very evidently relying on the fact that no solicitor would pick-up my case from where I was at.** Yet, I had to have a reply that included the highly material points that had been left out.

---

[41] My letter to Ms McLean, dated 12 December 2003

107. **I therefore opted to write directly to CKFT on 19 December 2003**.

I agreed to everything – except payment of interest (£143) – and included full payment with my reply.

(**NB**: I made it very clear to CKFT that Piper Smith & Basham was no longer acting for me and that 'I' was awaiting their reply).

108. **Mr Skuse** replied to my **letter of** 2 December 2003 on **18 December**.

The letter does not address any of the specific points I had made in my letter. Instead, Mr Skuse adopts the line that there is an agreement, that I have endorsed it and that I am now trying to change it.

(**NB: Indicating that the treatment I have received is endorsed at the highest level within Piper Smith & Basham – given that I had also addressed my letter to Mr Berns, the managing partner**)

For good measure, Mr Skuse uses the by now very familiar scare tactic: *"…as far as CKFT are concerned there is a concluded agreement resolving their client's claim… would only lead to further litigation at your cost…".* To this I replied on 24 January 2004: *"I have not explored this but, should litigation ensue from Steel Services, it seems to me that I would then have to issue proceedings against your firm"*

He also views my case as having been *"properly managed"* and said to be "*satisfied that the quality of service that we provided was perfectly acceptable…"*

109. As by 16 January 2004 I had not received a reply from CKFT, nor had my cheque been cashed, I asked a solicitor to send a copy of the correspondence I had sent on 19 December 2003 on my behalf.

110. CKFT replied to my letter of 19 December 2003 ***more than 5 weeks later***, on 27 January 2004.

Interestingly, Piper Smith & Basham received my reply to their letter of 18 December 2003 on 27 January 2004.

111. While Steel Services was quite clearly happy with the reply sent by Piper Smith & Basham, as suggested by the lack of response, it evidently it did not like the contents of mine – as I pointed out in my letter of 24 January 2004 to Piper Smith & Basham (point 37).

(**NB:** If Steel Services is purely after the payment of the service charge then, the only amount I have – rightly - said I cannot pay is £143 of interest. But, quite clearly, it is not its sole objective). (Of course, more to the point – given the terms of my lease – Steel Services is not entitled to any payment from me as its demand has not been certified by an accountant).

NOTE:
- On 16 Jan 04 I asked another solicitor to send CKFT a copy of my 19 Dec 03 correspondence as I had not received a reply, nor had my cheques been cashed
- In its 27 Jan 04 letter CKFT stated that its client was "considering its position"
- As I had not heard anything, by 16 Feb I sent another letter stating that I reserved the right to produce my correspondence in Court
- CKFT replied on 17 Feb that it was going to cash my cheques and would send a consent order + correspondence to the Court
- On 27 Feb I asked CKFT to send me the consent order for my signature
- As by 22 March they had not done this, I sent them another letter
- As they still did not reply, on 2 April I sent a letter highlighting the situation to the Court
- The Court sent Steel Services an order on 21 April

This makes it abundantly clear that the content of the reply to the offer sent to CKFT by Piper Smith & Basham on 13 Nov 03 was particularly important to 'Steel Services'

112. As the scare tactic of 18 December 2003 did not have the desired effect – in addition to the strategy of 12 December 2003 having backfired (letters from Mr Skuse and Ms McLean respectively) – in her letter to me, dated 21 January 2004, Ms McLean writes:

> *"There is also of course the outstanding issue of the concluded agreement. Once again if you wish to discuss the matter with me at* (sic) *the telephone I am happy to do so"* [42]

On 12 December she had written: "…*whilst there is a current complaint against me personally… it would not be appropriate for me to continue acting for you, our relationship having broken down"*

113. (**NB:** Letter from CKFT dated 17 February 2004 *"Notwithstanding the fact that proper agreement as to settlement terms was reached with your previous solicitors, Piper Smith & Basham, our client is prepared to accept the sums provided by you …".* But at the time of writing, they still have not sent me the consent order for my signature)

114. 17 **(B) THE RESPONSE TO THE DIRECTIONS SET BY WEST LONDON COUNTY COURT**

115. ***Ms McLean's actions in particular, but also Mr Twyman's, clearly demonstrate an intent that regardless of events/ circumstances – and hence of my best interests - my case would not proceed to a Court hearing***

116. Ms McLean has shown contempt in relation to the directions set by West London County Court.

117. **Witness Statement**

The directions set by West London County Court to which I and CKFT had agreed in Court (on 26 August 2003) stated that the exchange of witness statement had to take place on *21 October 2003* and were due to be delivered to West London County Court by 16h00.

118. I had my Witness Statement hand-delivered to Ms McLean at 9:02 a.m. on 20 October 2003, with a covering letter asking her to *"please take the necessary action"* [43]

119. To my knowledge, she took no action to ensure that Steel Services would comply with the following day deadline set by the Court.

At the time, I was not aware that there had to be an instantaneous exchange of Witness Statements. To meet the Court's 16h00 deadline, the statements would have had to be exchanged at least several hours before that time.

120. CKFT faxed the offer to Piper Smith & Basham on 21 October - at 17h43. In other words, nearly *2 hours* after the Witness Statements were meant to be in Court.

121. When she phoned me on 22 October to tell me that CKFT had sent an offer, I asked Ms McLean whether my Witness Statement had been sent to the Court. She replied that she wanted Counsel to have a look at it first, and reiterated this in her letter of 24 October 2003 [44].

When I expressed concern about missing the Court's deadline, she brushed it aside saying that it could be sent later.

---

[42] Letter from Ms McLean, dated 21 January 2004
[43] My letter to Ms McLean, dated 19 October 2003

122. She had written to me on 3 October 2003: *"Given the delay in respect of the disclosure, which was unavoidable at my end, it may be that we need to agree to extend the timetable provided under the order of 26 August 2003. I can see no real problem in that"*, and on 14 October 2003: *"I feel it may well be necessary to extend the timetable. I will be out of the office from 3 November to 14 November inclusive. I have put in a call to CFT to see if this can be agreed and will get back to you as soon as we have spoken"*

123. In her letter of 3 October 2003, Ms McLean also wrote *"we need to have at least the skeleton of the witness statements prepared by 1st November"* [45].

In my letter to her of 12 October 2003 I queried both, the fact that 'statement' was in the plural, and the date [46]

124. In the same letter, in response to the extension of the timetable I wrote: *"If you feel that this is necessary. I am reliant on you. How soon can we have confirmation of dates for key events/stages?"*

125. **My suspicions were further reinforced** by Ms McLean's letter of 24 October 2003 in which she referred to my Witness Statement and CKFT's offer in the same sentence: *"Dealing with Witness Statement, I enclose a copy of the fax letter dated 21 October 2003 received from CKFT together with a copy of my reply".*[47]

126. In a letter dated 27 October 2003 addressed to CKFT, Ms McLean wrote: *"In respect of exchange of Witness Statements and Experts Reports as the writer shall be out of the office from 3 to 4* (**NB**: should read '14') *November 2003 (inclusive). May we suggest Witness Statements are exchanged by 12 December Experts Reports by 9 January 2004 with* (sic) *should give us just over a month before the trial commences which should be ample time, may we please hear from you as soon as possible on the above".*[48]

127. I do not know whether these changes in the timetable were actually communicated and approved by the Court as I was never provided with a document from the Court to this effect.

NB: The Court told me on 31 March 2004 that there had been no additions to my file since August 2003

128. In her 3 November 2003 Ms McLean told me she had received from CKFT *"…a letter confirming the extension to the timetable for exchange of witness statements and expert's reports is agreed…"* [49]

129. At the 28 October meeting with Mr Gallagher, I told Ms McLean that I believed that Steel Services had seen/ knew the contents of my witness statement as this was the only way I could explain that, after battling with it for more than 18 months, it had suddenly made this offer which represented a drop of 55% (or £8,000.00) relative to its original demand. Clearly, it did not want the case to proceed to a hearing. Ms McLean objected to my comment saying that it was not true.

130. Ms McLean waited 7 weeks to give me feedback on my witness statement (and only because I pressed the issue) – and did not acknowledge my request for advice

131. I did not hear anything from Ms McLean about my Witness Statement until I raised it in my faxed, as well as hand-delivered letter of 12 December 2003 when I reminded her that this was the day

---

[44] Ms McLean letter to me, dated 24 October 2003
[45] Letter from Ms McLean to me, dated 3 October 2003
[46] My letter to Ms McLean of 12 October 2003
[47] Letter from Ms McLean, dated 24 October 2003
[48] Letter from Ms McLean to CKFT, dated 27 October 2003
[49] Letter from Ms McLean, dated 3 November 2003

she agreed with CKFT for the exchange of the Witness Statements and I therefore expected to receive Steel Services' witness by 16h00 on that day. I also asked what she had done in terms of setting the date for the hearing [50]

132. In a letter of the same date i.e. 12 December 2003, she replied: *"I have not received and do not expect to receive a witness statement from CKFT"*.

She then goes on criticising my witness statement: *"Your statement has not (and would not have in any event in its current form) been sent to CKFT"*. [51]

133. Ms McLean waited ***seven weeks*** **to give me this feedback**. **Why?**

The answer is in the next sentence: *"The matter is settled and there is simply no point or purpose to be gained in exchanging witness statements and even less point in having a hearing date"*.

Ms McLean had absolutely no grounds on which to take this position: the matter was *definitely not settled* (and to this day is still not settled)

134. I should also add that Ms McLean **did not provide me with any guidance on writing my Witness Statement**.

On 12 October 2003 I sent her a letter stating: *"I am going to draft my statement this week. I know/understand that: it must be in my own words; succinct; each paragraph must be numbered; contain a statement of truth. I am intending to refer to document numbers in my standard disclosure of documents. Are there any rules on this? Is there anything else that I should consider?"* [52].

She did not reply.

135. **Standard Disclosure of Documents**

The production of my Standard Disclosure of Documents dragged on causing me concern relative to the Court's directions, and entailed repeated errors and omissions

The directions set by West London County Court on 26 August 2003 required that *"Each party shall give to the other parties standard disclosure of documents by 4.00 pm on 19 September 2003. All requests for inspection of or a copy of a document must be made by 4.00 pm on 23 September 2003"*

(As a lay person) my interpretation of this was that the list of documents had to be filed in court by 19 September.

136. I submitted my initial list of documents to Ms McLean on 15 September 2003.

137. Over the subsequent 3 weeks I had an exchange of correspondence with Ms McLean which included addressing errors and omissions in the documents she sent me, including on form N265 where she had entered me as the *'Claimant'*.

138. In her Attendance Note of 24 September 2003, Ms McLean wrote:

"I also told her (referring to me) *that I had not done the List of Documents but I was not too troubled about that because although today was the*

---

[50] My letter to Ms Mc Lean, dated 12 December 2003
[51] Letter from Ms McLean, dated 12 December 2003
[52] My letter to Ms McLean, dated 12 October 2003

day for exchange, and indeed our time had been extended until today (**NB**: in her letter to me of 22 September Ms McLean wrote that CKFT had confirmed exchanging documents by 24 September), *there was nothing we could do if we didn't file it and I would deal with it in the next couple of days"* [53]

139. On 28 September 2003 I was chasing Ms McLean for the revised version of the list of documents [54]. On 29 September 2003 she wrote: *"The next stage is inspection where both sides can ask to see the documents from the other side's list"*. She also stated: *"As I have said before, we should have a conference with counsel after the inspection stage to go through the documents dealing part* (sic) *with the preparation of the witness statement and more importantly to discuss the future operation of this matter*" [55]

140. **By 2 October 2003, my list of documents had not yet been submitted.**

I sent a fax to Ms McLean on 2 October 2003, stating: *"I also note that the 'deadline request for inspection of documents' set by the Court was 23 September. I do want to exert my rights – in the same way as the Claimant is, no doubt, currently exercising theirs right now"* and also asked that she sends me the list supplied by Steel Services: *"When we met on Monday (29 September) you told me that last week you had received the list of documents submitted to the Court by the Claimant"* [56]

141. On 2 October Ms McLean replied: *"I have not sent you the Claimant's list (neither have I considered it) as we have not yet served our list…I have enclosed the final version of your list… check the list carefully, sign the form and return it to me. I will then serve it on CKFT. It does not need to be filed in court"* [57]

142. (C) THE HANDLING OF MY 20C ORDER APPLICATION TO THE LEASEHOLD VALUATION TRIBUNAL

143. ***As in the case of the 21 October 2003 offer, Ms McLean relied heavily on coercion and intimidation tactics to push me into a decision. Unlike with the offer, I gave in as, by the time I realised I did not have the right team to represent me at the LVT, it was too close to the date of the hearing.***

144. On 7 April 2003, **my then solicitors, Oliver Fisher**, **wrote to the LVT**, as well as to Martin Russell Jones: *"We write to confirm that at the next hearing of this matter our Counsel will be making an Application under Section 20(c)of the Landlord & Tenant Act 1985 in relation to the costs not being added on to the service charge. We have sent a copy of this letter to those representing the Applicant"* [58]

145. On 28 April 2003, the last day of the LVT hearing, **my Counsel, Mr Paul Staddon**, confirmed this intention to the Tribunal. Steel Services' Counsel replied that while his client would not charge me for its costs, it intended to charge other residents.

---

[53] Ms McLean Attendance Note, dated 24 September 2003
[54] My letter to Ms McLean, dated 28 September 2003
[55] Letter from Ms McLean, dated 29 September 2003
[56] My fax to Ms McLean, dated 2 October 2003
[57] Letter from Ms McLean, dated 2 October 2003
[58] Letter from Mr Conway, Oliver Fisher, to the Leasehold Valuation Tribunal, dated 7 April 2003 – as well as his letter to Martin Russell Jones of the same date

This took the Chair of the Tribunal totally by surprise: she said that a 20C order applied to the service charge *for a whole block*.

146. On 30 July 2003 I wrote to the Tribunal: *"In view of your judgement of 17 June 2003, I assume that there will be no obstacle in your making a 20C Order preventing the landlord, Steel Services, from imposing their legal costs on the service charges for Jefferson House"*

In spite of its damning findings, the reply from the LVT was that I needed to make an application.

147. I did this on 12 August 2003 by completing an application form and sending a covering letter.

As I do not know the ownership of the flats in the block (e.g. some are owned by offshore registered companies), in reply to the question *"Schedule of the names and addresses of every other party to the proceedings, including every person liable for the service charge"*, I wrote: ***"N/A"*** i.e. 'not available'

148. In the covering letter, I repeated the key findings from the Tribunal and concluded: *"The evidence is there. The facts speak for themselves. The Applicant cannot be allowed to put on the service charge for Jefferson House the costs it incurred as a result of the action it pursued through the LVT"*.

(**NB**: Please note that I wrote: *"to put on the service charge for Jefferson House"*)

149. On 22 August 2003, CKFT wrote to the LVT requesting that my application *"be dealt with at a hearing, rather than on paper".* The LVT agreed to this, setting the date for the hearing on 8 October 2003. It gave an 18 September deadline for the submission of documents.

150. **I therefore opted to seek the assistance of Piper Smith & Basham.**

On 15 September 2003 I faxed Ms McLean a letter from the LVT and said that I needed Mr Staddon (counsel who had represented me at the LVT hearing), *"or as good as him"*

On 17 September I faxed to Ms McLean various documents relating to my application to the LVT, including the covering letter [59].

151. Ms McLean ignored several documents making it crystal clear that my application was for the whole block of flats, opting instead to view the application as being only for my own benefit

152. On 18 September 2003 Ms McLean suggested contacting Martin Russell Jones to confirm what Steel Services' Counsel had said at the 28 April 2003 hearing in reply to my Counsel confirming that I was making an Application under Section 20(c).

153. On the same day, she phones Martin Russell Jones, then faxes me a draft letter for Martin Russell Jones (at 14h40) for my review

The last paragraph states: *"Please confirm whether your client is prepared to waive its costs, as against Miss Rawe, of the LVT proceedings. If that is the case then please confirm that to us in writing where, immediately upon receipt we shall withdraw the application in the LVT currently listed to be heard on 8 October"* [60]

This is not what we had agreed. Ms McLean had only mentioned writing to get clarification

[59] My fax to Ms McLean, dated 17 September 2003
[60] Draft letter from Ms McLean to Martin Russell Jones, dated 18 September – faxed to me at 14h40

(solely for her own benefit as I had no doubt in my mind as to what had been said at the 28 April 2003 hearing).

And it certainly was not the basis of my application to the LVT: from the very beginning (7 April 2003 letter from Mr Conway) it was crystal clear – *in all the communications* - that my application referred to **all the flats** in Jefferson House – not just mine.

154. Even though I am at work, I feel under pressure to reply immediately given the directions set by the LVT. I faxed my reply at 15h53 (on 18 September 2003)

I provide clarification to the first part of the letter.

As regards to the last paragraph, I view the first sentence as still being part of the clarification of what had been said by Steel Services' Counsel at the hearing.

Unfortunately, I do not comment on the very last sentence in the letter - an omission that was going to cost me very dearly. A key-contributing factor for overlooking it is the fact that my application is for the whole block – not just for myself.

I end up my letter by quoting the contents of the letter sent by Mr Conway, of Oliver Fisher, to the Tribunal on 7 April 2003 (see point 144 above)**.**

155. In the evening (of 18 September 2003) I read through the letter again, this time at leisure, and fax a letter to Ms McLean first thing the following day in which I state:

> *My view is that it would be a very bad idea to not proceed with the hearing as Mr Ladsky/MRJ will charge other residents not only the costs relating to the 4 days of hearing, but also all the other related costs of dealing with other residents… This could amount to £100,000. Maybe more. Imagine you are the resident in flat 32, who contributes 8.75% and you have paid the full amount asked without arguing. You then receive the following next January: 'Professional costs of defending action in the LVT: £8,757.*
>
> *I can also guarantee that Mr Ladsky/ MRJ would have a field day with this. (As he told me on 3rd January: "I am going to get you this year!"). They would attach a note to the account stating that these £100,000 of professional costs were incurred solely because of the action of one lone resident, Ms K-Dit-Rawé. Probably, would add as well that I was the only objector…*
>
> *This means that we need to go with the application – and need to be successful"* [61]

156. From then on Ms McLean engages in the daily use of bullying and coercion tactics to push me to make the decision she wants

157. Ms McLean replies to my fax the following day (19 September 2003) by sending me a fax at 13h00. **The contents are a complete and utter muddle indicating that**:

(i) **she has not bothered to read the documents I sent her**. (This includes my reply of 3 September 2003 to her letter of 1 September 2003 in which she states: *"You have an application standing in the Leasehold Valuation Tribunal seeking an order that the costs incurred in the Tribunal are not recoverable from you through the service charges".* To this I replied: *"Indeed I have made an application to the LVT requesting that* ***the Claimant not be permitted to put their costs*** *on the service charge"* (NB: typeface in bold

[61] My fax to Ms McLean, dated 19 September 2003

as on the original)

(ii) '**on the face of it' she lacks knowledge and understanding of 20 C order applications (as well as of the role of the LVT)**

158. The following are extracts from her letter – and from my reply to her of 21 September 2003 [62].

"You have issued an application pursuant to Section 20C of the Landlord & Tenant Act 1987 (sic) *seeking an order from the Leasehold Valuation Tribunal that the costs incurred by the Landlord in those proceedings should not be taken into account in determining the amount of any service charge payable by you.*

My reply: "My application is not about determining the "amount payable by me". It is about stopping the landlord from putting their LVT related costs on the service charge. The LVT does not deal with individuals … It deals with *'global sums'*, for a *'block' of flats*"

That application is your application alone. You are not joined in the application by any other lessee of Jefferson House and on that basis the determination of the application will apply to you and you alone.

My reply: "Yes, the application is made only by me but, 'no' for the reason above, the determination will apply to the whole block, not just me – although clearly, the landlord has indicated at the 28 April LVT hearing that it wished to deviate from this.

In addition, please consider the following: How could it be that: (1) the outcome of the action I pursued on **my own** apply to the whole block (a fact that has been admitted by the landlord: the revised costs for each of the 35 flats they issued for the 26 August hearing) (2) but the application to stop the landlord putting its costs on the service charge does not? "

Your concern as I understand it is that in the event that the Tribunal make an order that the Landlord be prevented from seeking to recover from you your proportion of the costs incurred in the LVT then the other lessees may bring a claim against you on the basis that you were the only lessee that resisted the LVT proceedings"

My reply: "Same comment as above. Yes, I am extremely concerned that other lessees will bring a claim against me once they receive the annual service charge – on the basis that I was "*the only lessee that resisted the LVT proceedings*"

The second point is that I recall that on the last day of the LVT hearing it was said on behalf of Steel Services that they would not seek to recover from you any proportion of costs in respect of the LVT" (**NB: Amazing that, 24 hours earlier, Ms McLean had said that she did not remember it and used this as an excuse to send a letter to Martin Russell Jones**)

My reply: "Reply is as per above – although clearly, the landlord is seeking to depart from this norm by saying that *"it will not charge me but intends to charge other residents"*… An important point here: **to do this is in breach of the terms of the lease – certainly mine – the landlord cannot charge differentially**: Clause 2 (c) (i): *"The amount of the service charge payable by the lessee… shall be calculated by dividing*

[62] My letter to Ms McLean, dated 21 September 2003

the aggregate amount… by the aggregate of the rateable value… and then multiplying the resultant amount by the rateable value… of the flat"

"...*that they would not seek to recover from you any proportion of costs in respect of the LVT.Dealing with that point, if Martin Russell Jones confirm that they will not seek to recover from you any portion of the costs incurred in the LVT proceedings then there will be no point in you proceeding with your application for an order seeking just that. Where I the representative for the landlord armed with that knowledge, I would seek costs against you on an indemnity basis*" (**NB**: **Please note the appalling use of coercion tactics that Ms McLean uses in order to get me to do what she wants**)

My reply: "The LVT is not a court. As I am only too painfully aware, the LVT cannot award costs and it does not have a mechanism for assessing costs. However, it does have the power to prevent a landlord from putting their costs on the service charge for the whole block."

"In any event, most of the lessees have benefited from the LVT determination as a result of the initial service charge demand being reduced by as much as £4,000"

My reply: "(NB: so far, up to £15,593 / £20,000 in the case of flat 32). Potentially yes, but in practice? … do you actually believe that MRJ is going to contact the residents and refund the money they should not have paid? (I seem to recall that one of your own clients has tried and failed)…

Consider also the following: Why is it that the works have not yet been started? … My view is because Mr Ladsky/ MRJ are worried that they may end-up having to refund a large part of the global sum – as well as being unable to put their LVT related costs on the service charge…

I therefore do foresee that… I am going to be faced with 34 letters from solicitors claiming these costs against me – and Mr Ladsky will lead the pack"

Hence, I will repeat what I said in my fax of 19 September: (1) my view is that it would be a very bad idea to not proceed with the application; (2) we need to go through with it – and (3) need to be successful!"

Ms McLean then goes on quoting extracts from my lease which refer to the payment of ground rent. I view this as totally irrelevant and, in reply, quote extensive extracts from my lease which relate to payment of service charge.

She concludes her letter by saying that she has received a call from Martin Russell Jones confirming that: *"... Steel Services will pay your proportion of the costs incurred in the LVT. On that basis, we have, I think no option but to withdraw our application"* (**NB**: **Please note that the continuing pressure from Ms McLean**)

159. On 19 September 2003, at 16h32, Ms McLean faxes me a letter she has received from Martin Russell Jones, dated 19 September in which they state:

"Whilst we have no recollection of having heard our client's Counsel saying what you report he said on the last day of the Hearing nevertheless our clients have instructed us to reply as follows.

> *On the basis that your client Miss Dit-Rawe withdraws permanently her Section 20C Application and that this is accepted by the Leasehold Valuation Tribunal our clients, are prepared not to claim from your client any part of the costs they incurred as a result of the Hearings before the Leasehold Valuation Tribunal.*
>
> *Please confirm your client's acceptance of these terms by return.* [63]

160. In a letter dated 19 September 2003, and faxed the following day to Ms McLean, Martin Russell Jones wrote:

> *"Our clients have asked me, notwithstanding your fax of 4.32 pm today to say that they consider that there is an agreement with Ms Dit-Rawé and that there is therefore nothing further that needs to be done other than receipt of a confirmation letter"* [64]

161. **I spent a horrendous weekend, sick with worry**. I believe that, for the reasons detailed above in my correspondence to Ms McLean, if I do not go through with the 20 (c) Order Application I will be exposing myself to legal threats from the other residents – and therefore potentially massive legal costs.

My feeling is reinforced by the fact that, at the LVT hearing on 13 March 2003, Mr Ladsky (who is associated with the ownership of the block – and lives in the block) had said: *"Will Ms K-Dit-Rawé pay the £250,000 of additional costs due to the delay in starting the works caused by the hearings?".* To this the Chair of the LVT panel replied that I was *"within my rights to challenge Steel Services' application to the LVT"*

(Hence my comment in my 21 September 2003 letter to Ms McLean that *"Mr Ladsky would lead the pack of residents".)*

162. In a fax sent at lunchtime on 22 September 2003, Ms McLean quotes from Section 20C and states:

> *"Your application is made by you alone and gives details of no other named person to the proceedings. If you wish to seek an order that the costs incurred in the Leasehold Valuation Tribunal are not recoverable as a whole from all the lessees in the block then the application should be made jointly by the lessees who wish to make this application.*
>
> *You have of course seen the correspondence passing between myself and Martin Russell Jones which was sent under instruction… you will see that they consider that the correspondence exchanged had resulted in an agreement that you will withdraw your Section 23* (sic) *Application on the basis that they do not seek to recover from you the costs incurred in the LVT. If you now wish to renege on that point and proceed with that application so that an order is made that the LVT costs are not recoverable by* (sic) *any of the lessees in any future services charges, then your application will have to be amended and the first hurdle that the Tribunal will have to consider is whether or not the correspondence passing through Martin Russell Jones and myself on 19 September constitutes a concluded agreement"* **(NB: More pressure!)**

---

[63] Letter from Martin Russell Jones, dated 19 September 2003
[64] Fax from Martin Russell Jones to Ms McLean, dated 19 September 2003

She asks me to: *"to revert back to her and confirm my instructions"* If they are that I wish to proceed with the application, then she will *"require conference with counsel to advise on your prospects of success and of course we would need to deal with the issue arising out of the MRJ faxed letter dated 19 September… I will also need written confirmation for the Lessees that they confirm your instructions to so act"*.

163. In addition to the threat of litigation to push me into making the decision that they want, both Mr Twyman and Ms McLean also give me inaccurate information by saying that I cannot make an application by myself on behalf of other residents. I was able to disprove it with the help of a Lands Tribunal case (suggested by LEASE)

164. I called Ms McLean and said that I needed to meet up with her to discuss – which I did that afternoon i.e Monday 22 September 2003.

I was in a dreadful state and broke down into tears during the meeting. I felt trapped, not knowing how to get out of the situation I was in. **I felt I was at fault for not having spotted the very last sentence in the draft letter Ms McLean had sent to Martin Russell Jones on 18 September** – even though her including it **was *not* what we had agreed – and all the documents she had been supplied with made it absolutely crystal clear that my application was for the whole block.**

I again explained that unless I went through with the 20C order application I would be exposing myself to legal threats from other residents. This would ruin me as I had already spent the best part of my life savings fighting the case.

Ms McLean asked Mr Twyman to join us. He re-emphasised what Ms McLean had told me: that *I could not* make a 20C order application for the whole block. When I disagreed with this pointing out that their view went against that of my previous solicitor – and what had happened at the 28 April LVT hearing – they still maintained that I was wrong, re-emphasising that I could not make an application on behalf of other residents

165. At 10h18 on 23 September 2002 Ms McLean faxed me:

(1) a Draft Consent Order she had produced, to be sent to the Leasehold Valuation Tribunal – with a covering letter

(2) a covering letter for Martin Russell Jones

166. At 10h53 on 23 September 2003 I sent an email to Ms McLean saying that:

(1) I did not believe that there was an agreement with Steel Services as the 19 September reply from Martin Russell Jones stated on the *"basis that I withdraw my application permanently"* and that it was not what had been offered

(2) I had just spoken to LEASE and they had told me that **I COULD** – by myself – without having the explicit support of other residents – make a 20C order application – for the whole block i.e. as I have done

(3) LEASE had referred me to the Lands Tribunal's case '**Langford Court v Doren Limited' (LRX/37/2000)** – and I attached to my email full details of the case I had downloaded from the Lands Tribunal database

167. In the afternoon of the 23rd Ms McLean faxes me draft instructions to Counsel (Mr Staddon).

168. In the evening, I replied by fax to her faxes. This includes a three-page document I have described as a 'Rationale' detailing evidence and arguments to assist Counsel *"in*

formulating an opinion on the strength of my case".[65]

I also note that in her instructions to Counsel *"he may need to be reminded of the 7 April 2003 letter"*. (i.e. from my then solicitors, Oliver Fisher, to the LVT)

169. To her letter of 24 September 2003 (which she faxed me on that day at 17h33), Ms McLean attaches the following documents:

(1) Attendance Memo in which she relates a conversation she said to have had with CKFT stating that CKFT had said: *"they had been instructed that there was now an issue with the Section 20C LVT application insofar as we would not confirm that there was an agreement. If that was the case, she was then instructed to commence proceedings in the County Court for non-specific performance… asking us to send a confirmatory letter to the LVT that the agreement had been reached within 48 to 72 hours. On the expiry of that time they would then be proposing to issue proceedings"*.

Ms McLean goes on capturing part of a conversation I had with her. That I had told her that *"the reason the letter had gone out was because I had been stressed over the last 18 months in relation to this matter…"* and that I had told her that *"I would be instructing a City law firm to act for me"* *i.e. in relation to Steel Services claiming that there was an agreement.

(2) A letter sent from Martin Russell Jones to the LVT, dated 22 September 2003, in which they stated that an agreement had been reached between myself and Steel Services.

170. At 10h10 on 25 September Ms McLean sends me in an email in which she says: *"I have yet to receive MRJ's letter giving us, in effect, an ultimatum,* ***although I expect to receive that today also"*** **(NB: !!!)** [66]

171. In an email, at 11h16 on 25 September 2003 I re-emphasise my belief to Ms McLean that, in my view, there is not an agreement because Martin Russell Jones came back with a counter-offer by stating that I withdraw my application *"permanently"*. I add that, *"in future, I could potentially join other residents in support of a 20C application on the basis that, without my support, they would be in a very weak position…".*

I also add that, against the claim of there being an agreement, I would, in my defence, *"…highlight the horrendous trauma and horrific experience (including harassment, intimidation and assault that the landlord has made me go through in the last 18 months that has resulted in my current state of mind of being close to a nervous breakdown…"*

172. Later on that day i.e. 25 September, at 16h33, Ms McLean sends me an email in which she said to capture the main points of a letter she has received from CKFT which she will fax me later on: *"If your client has failed to confirm the withdrawal of the application to the LVT by close of business on Monday 29 September 2003, we are instructed to issue proceedings in the County Court for specific performance of the agreement against your client"* [67]

173. **Please note how Ms McLean has gone into 'overdrive' in her use of coercion tactics to put pressure on me to give in. Everyday, from the time she sent the letter to Martin Russell Jones on 18 September 2003, she has taken the opportunity to communicate the threat of legal action.**

---

[65] My Rationale – *"Evidence and arguments for 20C Order application",* dated 23 September 2003
[66] Email from Ms McLean, 25 September 2003, 10h10
[67] Letter from CKFT, dated 25 September 2003

She had done this through communication from the other side and, if she did not have anything to use from them, made-up her own threats e.g.

- **Her letter of 19 September 2003: "***Where I the representative for the landlord armed with that knowledge, I would seek costs against you on an indemnity basis*"

- **Her email of 25 September 2003:** *"I have yet to receive MRJ's letter giving us, in effect, an ultimatum, although I expect to receive that today also"*

174. To that same email of 25 September, 16h33, Ms McLean attaches Counsel's advice.

It is clear that Mr Staddon is siding with Piper Smith & Basham.

175. I reply to counsel's opinion on 28 September. I disagree with it, in particular:

His view that *"my application as it stands is only for my benefit"* and point out that I find it curious that in his assessment Mr Staddon is not considering:

(i) my covering letter to the application dated 12 August 2003 which makes it absolutely crystal clear that my application is for the whole block;

(ii) the 7 April 2003 letter sent by Oliver Fisher to the LVT – which also makes this very clear;

(iii) the fact that he – ***himself*** – had said at the 28 April 2003 hearing that I would be making an application and, further proof that this ***application was understood by all to be for the whole block,*** was the fact that, when he said this, Steel Services' counsel replied: *"My client will not charge Ms N K-Dit-Rawé, but intends to charge other residents"*

176. Secondly, I also disagree with his view that there is an agreement, pointing out that there are 3 fundamental differences between the letter sent by Ms McLean to Martin Russell Jones on 18 September and their reply of 19 September, namely:

177. Ms McLean's letter of 18 September: *"… prepared to waive its costs as against Ms Rawé..."*

Martin Russell Jones' letter of 19 September: *"… our client are prepared to not claim from your client"*

In his "advice" Mr Staddon had written: *"… as I understand it, the other lessees will not be asked to pay the Respondent's share of the landlord's costs, the landlord will be absorbing those himself… thus… they will have suffered no loss…"*

I replied: *"This is definitely not what can be inferred from MRJ's statement: "…not claim..."*

178. Ms McLean's letter of 18 September: *"… we shall withdraw the application currently listed in the LVT..."*

Martin Russell Jones' letter of 19 September: *"… withdraws* ***permanently*** *her Section 20C application…"*

Mr Staddon wrote: *"…statements which are not intended to vary the terms of the offer, or to add new terms, do not vititiate the acceptance… what they are asking for is implicit in the Respondent's original offer..."*

179. I then highlight the third fundamental difference being MRJ's statement *"… that this is accepted by the Leasehold Valuation Tribunal…"* pointing out that this is an action required of a third party over which I have no control.

I ask Ms McLean to consider these points.

180. I meet with her on 29 September.

By then it is abundantly clear to me that I simply do not have the right team to take this forward. Given the time pressure and the fact that I cannot take any more time off work, I resign myself to dropping my application.

181. **Over the last two weeks of September I went through absolute hell.**

Why? Because Ms McLean sent a letter to Martin Russell Jones which included one sentence we had never discussed – and therefore never agreed - would be included. True, I did not spot it. But, why did she put it in?

The context in which she wrote it stemmed from her own hidden agenda / bias as it cannot in any way, shape or form, be inferred from the documents and events relating to the application. Added to this, the letter was not necessary as, in a letter the following day, she said to remember what had been said at the 28 April 2003 hearing.

182. **APPALLING ADMINISTRATIVE MANAGEMENT OF MY FILE**

183. In addition to the handling of my Witness Statement and of the Standard Disclosure of Documents dealt with above, there have been numerous instances of appalling administrative management of my file. For example:

184. **In spite of my repeated requests, taking 5 weeks to provide me with an estimate of costs – which only partly met my request**

Having asked me to pay £3,000.00 on account, I had to ask several times for an estimate of the costs – post the 26 August 2003 Court hearing.

My letter of 28 August 2003: *"Over the next few days, I would like to get from you an indication of costs – both your firm's and Counsel's – relative to each of the next steps set by the Court i.e. up to trial"*

On 1 September 2003 Ms McLean informed me that *"the total costs associated with the 26 August hearing was £1,868.25, leaving a credit of £1,631.75"*. She states that *"we will have regular bills sent to me"*, but does not give me an estimate of future costs

On 3 September 2003 I wrote: *"It is critical that I understand the costs associated with – each of the stages – relating to the multi-track process. Please, provide me with an estimate"*

She only replied ***five weeks*** later on 3 October 2003: *"You have asked me to provide a cost estimate by stage, which I will attempt to do."* [68]. However, her reply only partly meets my request as she only refers to the Witness Statement and expert evidence stage.

185. **Never reverting back to me with an explanation as to how the sum of £2,255.07 agreed for payment at the 26 August 2003 Court hearing was arrived at**

Having requested a County Court hearing for a Summary Judgement, on 26 August 2003, at

[68] Letter from Ms McLean, dated 3 October 2003

minus one hour to the hearing, CKFT changed its position saying that it was an administrative error: the summary judgement was for the amount I agreed I owed, not the full amount.

I let Ms McLean and Counsel discuss this with the CKFT representative. They concluded on £2,255.07. This did not tally with my own calculations.

In my letter of 3 September 2003, I asked Ms McLean that, in sending the cheque to CKFT, she gives details of how the sum was arrived at. In a letter dated 4 September 2003, she replied: *"The Claimants are well aware as to how the sum of £2,255.07 was arrived at as we spent a considerable amount of time at court going through the figures"* [69]

On 4 September 2003 I sent her an email stating: "*I am trying to understand how you and Mr Pliener* (Counsel) *arrived at the sum of* ***£2,255.07****. Please, see below. Can you please give me the details* [70]

As I was not getting a response, in my fax of 8 September I wrote: *"Have you calculated how you and Mr Pliener arrived at the sum of £2,255.07? I need this information, and I really do think that it is important to have this officially captured i.e. detailed in the letter to CKFT"* [71]

Her reply of 8 September gives some explanation *"We took the revised figure minus the contingency fund and the unspecified items and then calculated 1.956% of the balance"*. , but, as she does not refer to any of the sums, it makes it impossible to determine the basis of the calculations.

I pursue this in my letter of 9 September: *"Please, let me confirm again that I need you to detail exactly how you and Mr Pliener arrived at the sum of £2,255.07. I want to have this on record"* [72]

When I subsequently probed her during a telephone conversation she said that she did not remember how the sum was arrived at and would have to ask Counsel.

She never provided me with this information.

186. **Telling me in her letter of 18 November 2003 that the reply to Steel Services' offer had not been sent**

187. **Continuing to send me faxes on the wrong fax number thereby causing me embarrassment at work**

Ms McLean has ignored 3 correspondences from me asking her to stop sending me faxes on my employer's central fax number.

There are several thousand people in my office. This resulted in my personal documents being circulated among dozens of groups across the 7 floor office, thereby causing me embarrassment.

188. **Not addressing an error on Form N265 despite at least 4 written requests**

In relation to the Standard Disclosure of Documents, I had to enter into an extensive exchange of correspondence with Ms McLean over a two-week period due to errors and omissions and failure to address these.

For example, on Form N265 where she had entered me as the *'Claimant'*. After pointing this out

---

[69] Letter from Ms McLean, dated 4 September 2003
[70] My email to Ms McLean, dated 4 September 2003
[71] My fax to Ms McLean, dated 8 October 2003
[72] My letter to Ms McLean, dated 9 September 2003

to her at least 4 times (e.g. my letters of 23 [73] and 29 September 2003 [74] and of 2 October 2003 [75]) I made the amendment myself hoping that this would be acceptable (given that I saw this as an official document).

189. **Giving me the wrong cost for counsel**

In her letter of 24 September 2003 she informed me that the fees for Counsel for providing an opinion in relation to the 20C order application would be £50 plus VAT. In fact, the fees for Mr Staddon were £528.00.

190. **Making significant errors in documentary documents**

In her attendance note of 30 September 2003 of a telephone conversation with Martin Russell Jones, Ms McLean wrote: *"… if a demand was received by the client at some point in future that appeared to relate to costs incurred in the LVT then certainly we would not object to it"*. I pointed this error to her on 12 October 2003

191. **Given Ms McLean's apparent lack of experience, on several occasions I asked her to consult somebody with experience**

(1) In relation to my lease (as detailed in the earlier part of this document – my letters of 3, 9 and 21 September 2003 to Ms McLean)

(2) In relation to the lack of/ insufficient specification on items which had prevented the LVT from arriving at a decision (my letter of 3 September 2003)

(3) In relation to the identification of the appropriate documents to be included in the Standard Disclosure of Documents. My letter of 15 September 2003: *"It requires somebody very experienced to determine which of the documents must be included on the 'Standard disclosure of documents' for County Court by this coming Friday – as this can only be determined by first defining the objectives - and the strategy to be adopted - in order to achieve the objectives. Do you have such person in your firm? I would like to be able to discuss this point with you today"* [76]

I reiterated the point in my letter of 21 September 2003: *"I really appreciate your concerns about keeping my costs down by handling my case yourself. Unfortunately, this is not working out. I really do need somebody highly experienced to deal with / drive my case as of now. Who in your firm can do this?"*

Given Mr Twyman's comment during the 22 September 2003 meeting that, if she needed to, Ms McLean could discuss matters with him – plus the fact that, in her 22 September letter she had written: *"You have asked that somebody highly experienced deal with this matter in this firm and I will have Mr Twyman review the papers for you."* I assumed that I would be receiving proper, expert advice.

-END-

[73] My letter to Ms McLean, dated 23 September 2003
[74] My letter to Ms McLean, dated 29 September 2003
[75] My letter to Ms McLean, dated 2 October 2003
[76] My letter to Ms McLean, dated 15 September 2003