

See my comments to [Stan Gallagher's "draft consent order and notice"](#) of 13 Nov 03 for what took place after this meeting. Also attached to [what I faxed back](#) on that day

**NKR note:**

This document was produced by [Lisa McLean, Piper Smith Basham/Watton](#) (who was meant to be 'my' solicitor - see my [16 Mar 04](#) complaint to the Law Society against her and Richard Twyman) - following a 28 Oct 03 meeting with [Stan Gallagher](#) (who was meant to be 'my' barrister - see my [4 April 05](#) complaint against him to the Bar Council) They were both in cahoots with [CKFT](#), and hence batting for [Andrew Ladsky](#)

# ATTENDANCE MEMO

**Date:** 28 October 2003

**Client:** RAWE

It was **NOT** a 'Part 36 offer' See [My 19 Dec 03 letter](#) to CKFT

LM engaged attending Stan Gallagher of counsel in conference with the client Noelle Rawe and her expert Tim Brock. (My Chartered Surveyor)

We discussed the **part 36** offer letter from [CKFT](#) at length and the implications of accepting as well as the implications in particular in relation to costs in rejecting it. We then discussed whether or not any further sums could be demanded from Noelle in respect of the major works. We said that if the major works increased we could not stop it being charged to Noelle in the future, the demand relates to monies that can be claimed in advance of the works commencing and **the claim** relates to the demand of **November 2002**. If at the completion of the works there are additional sums due we could be faced with a further demand. **Tim Brock** said that whilst the offer seemed to be a good one he was not happy that the specifications remained unchanged and provided we could have some sort of proviso in the agreement that this payment was in full and final settlement of the current major works and so that no further demands in respect of these current major works would be charged to the client we would then be happy. In the covering letter if we were to accept the offer we would say that we were not happy that the specifications remain unchanged and the LVT had commented on the same fact, there had been no re-tendering of any sort, the matter had stayed with the same contractor etc etc. I suggested that one way of dealing with this may be to reply to the CKFT part 36 offer by letter and enclosing a **draft consent order for them to consider** in which of course we would deal with the points that had just been raised.

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**. Tim Brock said that his only concern was how the matter was dealt with afterwards, i.e. if Noelle paid the £6,000 now whether or not further sums could be demanded from her in relation to the major works.

Noelle then confirmed that she would be looking to bring separate proceedings against the Claimant for harassment in relation to the fact that they **had originally sent her a demand for £14,000 which it now seemed** was an incorrect figure, they had sent her **a letter before action** saying that they would issue proceedings against her and claim forfeiture of the lease unless she paid the amounts due in addition to which she knew that **Mr Ladsky had been intimidating her**, he had been ringing her bell late at night, throwing objects at her window etc etc. We then discussed whether or not she had a cause of action and counsel then referred her to the Henderson and Henderson matter whereby if she compromised these proceedings she may be precluded from bringing a separate claim for damages if it was shown that the proper cause of action was to have brought a **part 20 claim** in the current proceedings. Therein lay some

29 Nov 02  
WL203537  
Claim in West London County Court

[Particulars of claim](#)

Double-dealing  
VERMIN!

I remarked to McLean on her use of **"it now seemed"** in my **30 Oct 03** letter to her

Consider, among others: her **9 Apr 03** and **23 Jun 03** letters to my then solicitors + the fact that she had a copy of the **17 Jun 03 LVT** report + the evidence, yet again supplied by my surveyor (she also had a copy of his **31 Jul 03** assessment)

NO! it's **17 July 2002** from Ladsky's puppets, Martin Russell Jones

This was **NOT in ANY WAY** captured in the 13 Nov 03 reply sent to CKFT by [Richard Twyman](#) - **WITHOUT MY CONSENT** - see my **13 Nov 04 fax** to him and Gallagher, and my notes, as well as links on Twyman's **email of 14 Nov 03** to me

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= A counterclaim

**NOTE that they did NOT consider my lease** - in spite of my insisting on it. Not one mention of it. Note also that I had raised the fact that [Lanny Silverstone, CKFT](#), had threatened to forfeit my lease and contact my mortgage lender if I did not pay the £14,400 by return (in his **7 Oct 02** letter - of which I had supplied a copy to Ms McLean)

difficulties in so far as she would now need permission from the court to amend her defence and the Claimants would undoubtedly object on the basis that she had had sufficient time to bring that claim and that was an entirely new claim. We then discussed that it may be however that any separate claim she had would be against Mr Ladsky as an individual rather than Steel Services in which case it may be that she could bring a separate claim without the fear of that being thrown out. Noelle said that she followed the argument and she wanted to take independent legal advice because she was advised by Mr Gallagher that he was not an expert in personal injury and she was talking about damages for distress, mental anguish etc etc and the question that she had to ask the specialist was whether or not she had a claim based on the service charge themselves ie whether or not she had a claim in negligence and or nuisance and or personal injury on the basis that having served the service charge demand on her, her claim arose out of the damage distress harassment that she had suffered as a direct result. That would have to be decided by another practitioner and Noelle said that she would seek that separate advice and would then revert and on that basis Mr Gallagher would not now be drafting the consent order that we had discussed but we will wait until Noelle gets back to us having sought the advice that has just been referred to.

I would try to obtain an extension on the 21 days given in the part 36 offer on the basis that I was away from the office for the two weeks commencing the 3<sup>rd</sup> November. If however for some reason they did not agree to grant the extension it may be that we would have to either have it dealt with by Richard Twyman in my absence or deal with it at the current time.

Time engaged in meeting 2 pm to 5pm

Time engaged travelling to and from conference 1 hour

Time engaged dictating note 2 units

= Getting Twyman to lead on what was anticipated to be the last stage was a planned action that had been cooked up!  
**VERMIN!**

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