

F A X

20 November 2003

TO	Lisa McLean
Organisation	Piper Smith & Basham
Fax	020 7630 6976
From	Noëlle Rawé (Jefferson House) (REF: LM.R360/1) FAX:
Subject	Reply to Steel Services offer + report by Brian Gale
Number of pages	Page 1 of 2

Dear Lisa

Further to your correspondence of 18 November which was attached to an email I retrieved last night – and of which I received a copy by post this morning - I am totally puzzled by the contents:

“...I am writing in relation to the without prejudice correspondence and the draft Order which I note has not been sent to the other side...”.

Have not been sent?? What on earth is going on?

On 13 November at 15h53 Mr Twyman sent the following:

-----Original Message-----

From: Richard Twyman [mailto:richard.twyman@pipersmith.co.uk]
Sent: 13 November 2003 15:53
To: Rawé, Noëlle
Subject: Steel Services

*“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**”*.

This has been preceded by the following email from Mr Gallagher:

-----Original Message-----

From: Stan Gallagher [mailto:stangallagher@btinternet.com]
Sent: 13 November 2003 **15:32**
To: 'Richard Twyman'
Cc: Rawé, Noëlle
Subject: Steel Service

“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”

The first time that a 16h00 deadline was mentioned to me was in Mr Gallagher’s email of 15h32 – and this was in the form of a question by Mr Gallagher. I did not receive confirmation as to whether or not this was the deadline. **Twenty-one minutes later, Mr Twyman sent me the above email.**

Please inform Mr Twyman that I will shortly be replying to his letter of 14 November. I am very unhappy with the manner in which the situation has been handled.

Points to clarify

Your correspondence of 18 November goes on to state:

“...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... the advice would be to settle on the terms as set out in that order...”

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 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?

In his 14 November letter Mr Twyman states that he received my fax on which I had noted the above on the draft documents sent by Mr Gallagher at 17h29. He knows perfectly well this was not the current time. The time indicated was one hour later – due to the clock on the fax machine not have been adjusted to winter time. Undeniable proof of this is evidenced by the fact that, earlier on that day, in an email he sent at 10h12, Mr Gallagher acknowledged having received my fax sent at 9h11 (on which the time was recorded as 10h11). By 10h12, he had taken the time to read it, and had composed an email in response.

I would also point out that contrary to Mr Gallagher’s comment in his 12 November email to Mr Twyman, Mr Brock did not say that *“I could not better the sum offered”*. Rather, he said that my insisting on having the outstanding specification redrawn, or tightened up i.e. in relation to items amounting to £144,745.87, would add to my advisory costs and I had to balance this against my share of the costs of these works.

Please, clarify the situation.

Yours sincerely

Noëlle K-Dit-Rawé

MEMORY TRANSMISSION REPORT

PAGE : 001
 TIME : 20-11-03 15:34
 TEL NUMBER: 020 [REDACTED]
 NAME : [REDACTED] FX866

FILE NUMBER : 528
 DATE : 20-11 15:33
 TO : 902076306976
 DOCUMENT PAGES : 002
 START TIME : 20-11 15:33
 END TIME : 20-11 15:34
 SENT PAGES : 002
 STATUS : OK

FILE NUMBER : 528

*** SUCCESSFUL TX NOTICE ***

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TO	Lisa McLean
Organisation	Piper Smith & Besham
Fax:	020 7630 6976
From	Noëlle Rawé (Jefferson House) (REF: LMR360/1) FAX: 020 7311 4529
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-----Original Message-----

From: Stan Gallagher [mailto:stangallagher@btinternet.com]
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