

Ms Lisa McLean
Piper Smith & Basham
31 Warwick Square
London SW1V 2AF
Fax: 020 7630 6976

Noëlle K-Dit-Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX

(By fax)

Ref: LM.R360/1

26 November 2003

Dear Lisa

Thank you for your correspondence of 24 November received yesterday in reply to my fax of 23 November.

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:

"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 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.

Thank you for the explanation of the 28 days. (As you know, I have already paid the sum of £2,255.07).

Regarding my question on the subject of confidentiality, while, indeed, I have not seen any mention of this to date, I want to ensure that no such clause will be added/implied/come into effect at a later stage as a result of a completion process with which I am not familiar. Please, confirm that the completion process will not add a confidentiality restriction in any way, shape or form.

About your last paragraph - given the above outstanding points: no, I am not agreeing to the signing of the consent order.

Yours sincerely

Noëlle K-Dit-Rawé

MEMORY TRANSMISSION REPORT

PAGE : 001
TIME : 27-11-03 10:43
TEL NUMBER: 020 76306976
NAME : FX866

FILE NUMBER : 572
DATE : 27-11 10:42
TO : 902076306976
DOCUMENT PAGES : 002
START TIME : 27-11 10:42
END TIME : 27-11 10:43
SENT PAGES : 002
STATUS : OK

FILE NUMBER : 572 *** SUCCESSFUL TX NOTICE ***

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