

MARTIN RUSSELL JONES

Premier Suite 115,
Premier House,
112 Station Road,
Edgware,
Middlesex, HA8 7BJ

CHARTERED SURVEYORS

Management Department
Telephone: 020 - 8731 5880
Fax: No: 020 - 8731 5888
e.mail: management@m-r-j.co.uk

**Ms N Dit-Rawe
Flat 3 Jefferson House
11 Basil Street
Knightsbridge
London
SW3 1AX**

REF: STE/03
DEMAND NO 23163
DATE **30 Jun 2006**

For the purposes of section 48 Landlord & Tenant Act 1987 the address in England and Wales at which notices(including notices in proceedings) may be served on the Landlord by the tenant is:
Steel Services Ltd,c/o C.K.F.T.,25-26 Hampstead High Street,Hampstead,London,NW3 1QA.

Ref: Jefferson House Flat 3

From	To	Description	Due
	-	Brought Forward Balance	8,621.13
7 Jan 2006	- 2 Jun 2006	Electricity charges as per attached	44.34
			8,665.47
		Balance to pay:	£8,665.47

An additional £2,995 (US\$5,281) relative to 9 January 2006 i.e. 5.5 months previously (see in this pack)
FOR WHAT??? Revenge for my 17 May 2006 letter to the Institute of Chartered Accountants - see Pridie Brewster
If this is meant to be the half yearly service charge, it is nearly FOUR TIMES the amount contained in the fraudulent "estimate of expenditure" for the period 25 Dec 06 - 23 Jun 06 where it is stated as £814.62 (US\$1,435) (see in this pack)
And there is still NO REFERENCE to my £6,100 (US\$10,760) CREDIT (see Barrie Martin's letter, last in this pack)

Please make cheques payable to Martin Russell Jones for the amount of £8,665.47

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Ms N Dit-Rawe
Flat 3 Jefferson House
11 Basil Street
Knightsbridge
London
SW3 1AX

REF: STE/03
DEMAND NO 21318
DATE 9 Jan 2006

For the purposes of section 48 Landlord & Tenant Act 1987 the address in England and Wales at which notices(including notices in proceedings) may be served on the Landlord by the tenant is:
Steel Services Ltd, c/o C.K.F.T., 25-26 Hampstead High Street, Hampstead, London, NW3 1QA.

Ref: Jefferson House Flat 3

From	To	Description	Due	
-	-	Brought Forward Balance	5,624.70	????? NO EXPLANATION PROVIDED
1 Jan 2004	31 Dec 2004	End of year 2004 balancing charge	390.71	
25 Dec 2005	23 Jun 2006	Half Yearly Ground Rent in Advance	300.00	How was this calculated??
25 Dec 2005	23 Jun 2006	Half yearly Service charge in Advance	814.62	
25 Dec 2005	23 Jun 2006	Half yearly Reserve Fund	174.10	
9 Jan 2006	-	Electricity Charges as Attached Letter	28.28	
			7,332.41	My previous 'claimed' share was £131 less at a time when:
Balance to pay:			£7,332.41	

Considering that FOUR NEW FLATS HAVE BEEN ADDED - one of which is the penthouse flat - over which Steel Services has NO CONTROL

WHERE ARE THE REVISED APPORTIONMENTS FOR THE FLATS???

Please make cheques payable to Martin Russell Jones for the amount of £7,332.41

MARTIN RUSSELL JONES

Premier Suite 115,
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112 Station Road,
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Middlesex, HA8 7BJ

CHARTERED SURVEYORS

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STEEL SERVICE LIMITED

JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

ESTIMATED EXPENDITURE

for the year ended 31 December 2006

But the 2005 accounts were NOT supplied. Hence, amounts to a breach of covenant in my lease: Clause 2 (2)(e), (f) and (g)

Schedule 1

General Repairs and Maintenance
Lift Repairs and Maintenance
Electricity
Gardening - Plant Maintenance
Insurance - Building
 Engineering
 Terrorism
Entryphone
Door Entry Surveillance
Pest Control
Management fees
Legal & Professional Fees
Audit Fees
Office Rent
Wages and National Insurance and Holiday
Telephone
Cleaning materials
Light bulbs
Sundry Expenses

In addition, these estimates are a work of COMPLETE AND UTTER FICTION given that

LAVAGNA ENTERPRISES Limited was granted, on 15 December 2005, a lease making it the SUPERIOR HEADLESSOR. This was registered, on the Land Registry (Title BGL 56 642), at 31 January 2006

As superior headlessor, it owns the lessee's title for:

NGL 373 333 which is Steel Services Limited
BGL 51 266 which is the 'Air space abutting and above the level of the surface of the roof'

On 10 August 2005, Land Registry title, BGL 54 458, the penthouse flat, became a lessee of 'Air space of Jefferson House'

Consequently, (aside from the fact that estimates of future expenditure must be produced in conjunction with the previous year's accounts), these claims are FRAUDULENT as they do not reflect the fact that Services NO LONGER CONTROLS THE LAST FLOOR OF JEFFERSON HOUSE

7,500.00
1,000.00
5,500.00
1,000.00
9,500.00
1,500.00
3,500.00
1,800.00
1,800.00
2,500.00
11,326.00
1,000.00
1,050.00
4,750.00
20,500.00
641.00
500.00
300.00
500.00

Schedule 2

Boiler Repairs and Maintenance
Gas

	£76,167.00
7,500.00	
8,000.00	
	<u>15,500.00</u>
	<u><u>91,667.00</u></u>

<u>APPORTIONMENTS</u>	
ALL FLATS:	
SERVICE CHARGE Schedule 1	76,167.00
RESERVE FUND	20,000.00
FLATS 1 TO 35 ONLY:	
SERVICE CHARGE Schedule 2	15500.00
	<u>111,667.00</u>



Service Charge Statement

Ms N Dit-Rawe
Flat 3 Jefferson House
11 Basil Street
Knightsbridge
London
SW3 1AX

Steel Services Ltd
Re: Jefferson House Flat 3
Jefferson House

Service Charge

Ref: STE/03

Service charge period:

1 Jan 2004 - 31 Dec 2004

<i>Expenditure heading</i>	<i>Expenditure</i>	<i>%age</i>	<i>Share due</i>
SERVICE CHARGE GROUP 1	89,439.32	1.9560%	1,749.43
Totals	89,439.32		1,749.43
Less invoiced on account as attached			1,358.72
Balancing charge			390.71

Service Charge Statement

Ms N Dit-Rawe
Flat 3 Jefferson House
11 Basil Street
Knightsbridge
London
SW3 1AX

Steel Services Ltd

Re: Jefferson House Flat 3
Jefferson House

Service Charge

Ref: STE/03

**ON ACCOUNT SERVICE CHARGES
SUMMARY**

<i>Charge date</i>	<i>Invoice</i>	<i>Description</i>	<i>Nett</i>
On Account Service Charges			
25 Dec 2003		Half Yearly Service Charge in Advance	679.36
24 Jun 2004		Half Yearly Service Charge in Advance	679.36
		Total charged on account	1,358.72

My half yearly service charge BEFORE

The addition of FOUR NEW FLATS, including a penthouse flat that spans the whole length and width of the top floor

And BEFORE the complete overhaul of Jefferson House

NOTICE OF ACCEPTANCE

Noëlle Klosterkötter-Dit-Rawé – Defendant number 2

Claimant, Steel Services - WL203 537

19 December 2003

Page 1 of 3

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

Ms N Klosterkötter-Dit-Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX

(By special delivery on 19 December)

Ref: Steel Services - WL 203 537

NOTICE OF ACCEPTANCE

19 December 2003

Dear Sirs

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

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

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

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

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

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

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

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

NOTICE OF ACCEPTANCE

Noëlle Klosterkötter-Dit-Rawé – Defendant number 2

Claimant, Steel Services - WL203 537

19 December 2003

Page 2 of 3

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

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

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

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

Clause 2

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

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

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

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

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

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

NOTICE OF ACCEPTANCE

Noëlle Klosterkötter-Dit-Rawé – Defendant number 2

Claimant, Steel Services - WL203 537

19 December 2003

Page 3 of 3

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

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

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

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

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

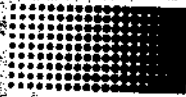
Please, find enclosed cheque NatWest, #1413 for £4,095.78.

I look forward to hearing from you.

Yours sincerely

Noëlle Klosterkötter-Dit-Rawé

Royal Mail
special delivery



guaranteed by 12 noon next day

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

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

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

Ref: ZU 0526 2452 8GB

Our ref: AS 17 Steel
Your ref:

Direct tel: 020 7317 8756
Direct fax: 020 7317 8750
e-mail: asulim@ckft.com

Ms N K Dit Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

14 July 2004

Dear Madam

Our Client: Steel Services Limited
Re: Flat 3 Jefferson House

We enclose a copy of the sealed Consent Order in case you have not yet received a copy of the same from the Court.

Yours faithfully


CKFT

enc

General Form of Judgment or Order

To the Claimant's Solicitor

CLH 25-26 Hampstead High Street London NW3 1QA 57567 HAMPSTEAD
--

In the WANDSWORTH County Court	
Claim Number	WL203537
Claimant (including ref.)	Steel Services Ltd(Regd In British Virgin Islands) RLS/BDF/LAD/8
Defendant (including ref.)	.. + 8 others
Date	02 July 2004

Before **DISTRICT JUDGE ASHWORTH** sitting at Wandsworth County Court, 76/78 Upper Richmond Road, Putney, London, SW15 2SU.

Upon

IT IS ORDERED THAT

Please see attached

Dated 01 July 2004



CLAIM NO: WL203537

IN THE WEST LONDON COUNTY COURT

BETWEEN:-

STEEL SERVICES LIMITED

Claimant

-and-

NOËLLE YVONNE SYLVIE KLOSTERKOTTER-DIT-RAWÉ

Second Defendant

Draft CONSENT ORDER

UPON terms of settlement having been agreed between the parties,

BY CONSENT it is ORDERED that:-

1. The Claimant having received the sum of £6,350.85 from the Second Defendant, this action has been settled following the determination by the Leasehold Valuation Tribunal of an identical claim, in a report dated 17 June 2003.
2. There is no order as to costs

Dated this 24 day of MAY 2004

We, the solicitors for the above-named Claimant, and the Defendant acting in person do hereby consent to an Order being made in the above terms.



CKFT
25/26 Hampstead High Street
London NW3 1QA
Ref: AS/17/LAD8/4
Solicitors for the Claimant



Noëlle Yvonne Sylvie Klosterkotter-Dit-Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX
Second Defendant

Claim No: WL203537

IN THE WEST LONDON COUNTY COURT

BETWEEN :-

STEEL SERVICES LIMITED

Claimant

-and-

**NOËLLE YVONNE SYLVIE
KLOSTERKOTTER-DIT-RAWÉ**

Defendant

Draft CONSENT ORDER

**CKFT
25/26 Hampstead High Street
London
NW3 1QA
DX 57567 HAMPSTEAD**

**Tel: 020 7431 7262
Fax: 020 7317 8750**

Ref: AS/17/LAD8/4

Solicitors for the Claimant

MARTIN RUSSELL JONES

5 Watford Way,
Hendon Central,
London, NW4 3JL

CHARTERED SURVEYORS
ESTATE AGENTS

Management Department
Telephone: 020 - 8202 3858

Telephone: 020 - 8202 8131
Fax: No: 020 - 8202 9513
e.mail: sales@m-r-j.co.uk
www.m-r-j.co.uk

BRM/JJ

2 August 2004

To all Lessees of
Jefferson House
11 Basil Street
London SW3

	15 July 02 £	Now £
Sum	564,467.00	513,656.70
VAT	98,781.73	89,889.92
Fees (11%)	62,091.37	56,502.24
VAT on fees	10,865.99	9,887.89
Total	736,206.08	669,936.75

Dear Lessee/s

Difference £66,269.33

Jefferson House, Basil Street, SW3

We are pleased to inform you that following negotiations with various Contractors the proposed works to the exterior and internal common parts of the building are **due to start on 16 August 2004.**

It is the **intention of our clients to award the contract to Mansells plc** who are the lowest of 5 tenderers and who are a well known national builder capable of carrying out a contract of this size. **At this stage we will not require further monies from you as the contract sum of £513,656.70 plus VAT will not at the present time exceed the original lowest estimate.**

See Note 1 on next page

As in all such works involving, in particular, the erection of scaffolding, we advise you to inform your contents Insurers of when the work is due to start adding that you will inform them again when completed. You must also make access available at all reasonable times to the builders upon notice for the purposes of refurbishing and redecorating your windows and doors.

The work includes the repair of brickwork which is spalled or otherwise defective and during this operation you should keep the windows of your flat closed. When painting is due the windows need to be left open to enable all edges to be painted.

If you are not a full time resident at Jefferson House or if the property is tenanted then we suggest you leave keys with the porter who will liase with the site agents as necessary. We must point out that any delays in the contractor obtaining access to your property to carry out his work could result in a claim for extras being made against our clients and they in turn, with regret, would need to pass this on to you. Clearly we are extremely anxious to avoid such a situation and would therefore be grateful for your full co-operation. You should also inform your sub tenants of the foregoing and ask them to co-operate fully.

Not subsequently contacted on this

2.

We are sure that you will be very pleased that these much needed works are now about to start. Inevitably there may be some inconvenience from time to time for those living or visiting the premises but this will of course be kept to a minimum. You are asked to co-operate with the contractors to ensure a first class job. Please pay particular attention to matters of safety.

Yours sincerely

Martin Russell Jones

For and on behalf of
MARTIN RUSSELL JONES

NOTE 1

Mansell did NOT tender against the specification used for the Leasehold Valuation Tribunal hearings - leading to its 17 June 2003 determination

Its appointment was NOT preceded by a 'notice'.

Consequently, under legislation, of the £6,350 (US\$11,200) that I have paid, Mr Ladsky et.al. CAN USE ONLY £250 (US\$440) towards the cost

IT THEREFORE LEAVES ME WITH A CREDIT OF £6,100 (US\$10,760)