

Ms Lisa McLean
Piper Smith & Basham
31 Warwick Square
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Ms Noëlle K-Dit-Rawé

28 August 2003

Dear Ms McLean

Firstly, thank you very much for your assistance yesterday, and that of Mr Plimer – especially at short notice. Naïvely, I thought that, as a result of my letter to the Court of 9 August in which I requested the Court's assistance in getting the Claimant to comply with my legitimate requests, the Court would cancel the hearing on the basis that it was, yet again, a waste of the Court's time. I should know by now that, when it is I writing, rather than a lawyer, I might as well be doing it with invisible ink.

Review of LVT report with Mr Tim Brock

I spoke to Mr Brock today. He is very happy to discuss his assessment of the LVT report with you and/or Mr Plimer and is awaiting your call.

Timetable for next steps set yesterday in Court

I do need to get a copy of this. Will I be receiving this from the Court or from you?

Talking of getting copies of documents, for the purpose of maintaining my file up-to-date, can you please send me copy of what you send and receive in relation to my case.

I enclose various documents:

- Letter from CKFT to me dated 5th August stating they have made an application to the Court for "summary judgment"
- Letter from CKFT to Healys, solicitors, dated 7 August. **Point to note in their letter in relation to the reserve fund:** "The LVT of course made it clear that it could not order Steel Services to utilise those funds. Your client's suggestion that the company is required to do so also ignores the fact that there are other contingent liabilities which may result in alternative calls on the reserve fund".

Mr Brock said that, as it is, there is already a large amount of contingency built into the specification. Hence, there is no need to draw on the contingency fund. It is important that these amounts are detailed and that we have an ironclad argument as to why we consider these to be more than ample. Mr Brock will have to consider how he can back-up his argument (e.g. drawing on past projects, professional associations' directives... whatever appropriate to make the argument stick).

As to the argument put by the other side during the LVT hearing that the contingency fund had to be kept for maintenance of the building, Mr Staddon replied that, given the scope of works proposed, there would be very little that would require maintenance – certainly for many years to come.

- Letter from CKFT to me, dated 21 August (i.e. Thursday, and I was out of town on Friday), in which they refer to "our client's application for summary judgment" (as in their 5th August letter, no indication that it is only for part of the claim) – and to which they attached their statement of costs.
- In case you need this for your file: Letter from Healys to CKFT, dated 4 August, saying they are acting for me. (Mr Davies sent this to CKFT and the Court within two hours of my first meeting with him – in breach of what I had agreed with him). As well as Healys' letter to CKFT of 15 August saying that they were not.

Electricity

Unbelievably, MRJ has sent me copy of some invoices from London Electricity. I will go through these over the next few days.

Your Terms & Conditions – and anticipated costs

I enclose a signed copy of your 'Terms & Conditions of Litigation Business'.

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. In doing this, can you please also confirm costs to date.

Will I get a letter from the Court confirming the amount I have agreed to pay to the Claimant at this stage? If not, if this is sent to you, can you please copy me on it. I will send the cheque to you next Monday/ Tuesday to send to CKFT.

I will take this opportunity to reconfirm what I want to achieve:

- (1) I want a line drawn-up under the costs, giving no opportunity to the Claimant to come back to me at a later stage and ask me for more money. And, if they do come back, I want to be in a very strong position to challenge them.
- (2) I want to ensure that works that are carried out are what I have paid for. (I may have Mr Brock visit the site while the works are taking place)

These objectives can only be achieved by:

- (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
- As to the amount they can charge me, I want to ensure that:
 - they implement the Tribunal's direction regarding the contingency fund
 - we stop them from adding a surcharge for delay (currently 6.45%)
 - their request for payment complies with the terms of my lease
 - I want to be awarded costs. I am concerned that when we have been talking about this, you have tended to say "if the Court awards costs to me". This suggests that you have doubts on my position. I would like to discuss this with you, as my own point of view is that I have a very strong case against the Claimant.

Finally, Ms McLean, can you please be kind enough to note on your records that I am still suffering on-going harassment and intimidation by Mr Ladsky:

- Last night (i.e. 27 August), as I was returning from work at 22h45 and was about 30 metres from the main door to the block, I passed Mr Ladsky on the pavement. As I went by he said to me: "loser!"
- The previous instance of harassment and intimidation was on Sunday 27 July around 13h00. My kitchen window was open indicating that I was in the flat. Mr Ladsky held a conversation with some people for c. 15 minutes while leaning against the railing immediately in front of my window.

Yours sincerely

Noëlle Rawé

PS. If you need to send me a fax, please send at the number above.