

Miss Noelle Rawe
[&<]

25 September 2003

Our ref: LM.R360/1

Ext. 229

And Email – [&<]

Your ref:

Dear Noelle

Steel Services Limited –v- Yourself

See my comments on the additional 2 pages to this document. Letters in the left-hand margin refer to these references

Thank you for your email received this morning.

I have now received counsel's advice which is attached to this email. You will see counsel's advice in respect of the three issues namely a) whether the application is solely for your benefit and; b) whether there is an agreement with MRJ and; c) whether if you proceed with your application on behalf of all of the lessees what your prospects of success would be.

A You will of course see from his advice that the application is for your own benefit but that the other lessees could apply to be joined to your application or make an application of their own. You will recall that we discussed this in the meeting on Monday evening. Taking matters out of turn you will see that the other lessees are perfectly capable of making their own Section C application and counsel's advice is that they would have very good prospects of obtaining such an order. He continues that he can see that you are not at risk of the other lessees making a claim against you in the circumstances where no part of the costs are added to your service charge. You will see that in conclusion counsel advises you to accept the advice and to withdraw your application on the agreed terms.

B

C Dealing with your email, you say that you would want to explore your rights in the event that it is considered that there is an agreement. You say that in your defence you will cite the trauma and stress that you have been through in the last 18 months. Whilst your stress and experiences in the last 18 months are of course very real I do not think that the court will be sympathetic to that line of defence on the basis that you do have legal advisors and it is unlikely that the court would accept that your state of mind on the particular day prevented you from giving proper instructions and understanding the formal content of the correspondence between us. I know that you have of course had difficulties as a result of this litigation and have transferred from one group to the other but again I do not think that the court will necessarily take that into account. You refer to the attitude of CKFT in threatening

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forfeiture of your lease, pursuing their claim against you in the County Court while the LVT was in the process of dealing with the action, MRJ's actions and Brian Gales lies about you. in respect of the forfeiture threat it is perfectly legitimate for a landlord or those advising the landlord to threaten forfeiture proceedings for non payment of service charges. I have of course seen the correspondence in relation to the duplicity of action in the County Court and the LVT and quite clearly CKFT should have agreed to stay the County Court proceedings pending the determination of the LVT decision. I am not sure what you mean in respect of MRJ's actions and do not know what it is that Brian Gale has said about you.

Perhaps you can consider the advice and let me have your instructions in writing, if you agree, to withdraw your application on the agreed terms as advised. I will be leaving the office at 3.30 this afternoon to go to a meeting and may well not be back today but we have not yet had the letter from MRJ and the 48 hour deadline does obviously not commence until we have received their letter.

Regards,

Yours sincerely

LISA MCLEAN

Litigation Assistant

e-mail:- lisa.mclean@pipersmith.co.uk

P.S. I will let you have a cash statement and a note of this firm's charges shortly showing the current financial position and will deal at that point with any further monies required on account of costs

My comments in relation to: Ms McLean's assessment of Mr Paul Staddon's advice – as captured in her letter to me dated 25 September 2003 – (Using the note references I subsequently added to her letter)

A This is **ABSOLUTELY not true** – and **Mr Paul Staddon, Tanfield Chambers and Ms Lisa McLean knew that what they were saying was NOT TRUE**

See:

- My fax reply of 28 Sep 03 and letter of 29 Sep 03 to Ms McLean
- Oliver Fisher 7 Apr 03 letter to the LVT (copied to Ms Hathaway, MRJ) – as well as his covering letter to me of the same date in which he states: **“This confirms that we will be making an Application to the LVT that come what may, we will be suggesting that their legal costs should not be added to the service charge. I will let you know the response I have and Paul Staddon will certainly be making the application at the next hearing”**

And it was understood by ALL at the 28 Apr 03 LVT that my application was for the WHOLE block – leading Mr Warwick, Steel Services Counsel to say: **“My client will not charge Ms K-Dit-Rawé for the costs, but will charge the other residents”**. A reply which took the Chair by surprise and led to a recess (After which she declared that it would require another day of hearing and asked Mr Staddon: *“how does your client feel about that?”*)

- My 12 Aug 03 covering letter to my 20C Application to the LVT
- My 21 Sep 03 reply to Ms McLean's 19 Sep 03 fax
- My 23 Sep 03 'Rationale' for making the application - which Ms McLean confirmed she had sent to Mr Paul Staddon
- Ms **McLean's letter of 23 June 2003** to Oliver Fisher in which she asked: **“Are you able to confirm whether... your client... will be proceeding with her application under section 20C of the L&T Act 1985”**.

Note also that in the following paragraph she wrote: **“We note your client's views previously but we simply wish to know whether or not your client is making the application”**.

The letter she is referring to from me is that of 16 April 2003 – in reply to hers of 9 April 2003 – in which I wrote, among others: **“In light of the above, I am sure you will understand that I am not prepared to incur legal fees to assist other residents”** In other words: “don't bother me anymore”.

Yet, **IN SPITE of this**, she nonetheless sent her 23 June 2003 letter. **If it was true that the application would be solely for my benefit, why the interest in finding out whether I was making an application?** It certainly was not out of concern for my welfare!

- The **Langford Court v Doren Limited Lands Tribunal case + LEASE** (the authority on leasehold matters) confirming as well to me that I, **on my own**, could make a 20C Application that would apply to the whole block

Note also (as I summarised in my 16 March 2004 complaint to the Law Society against Ms Lisa McLean and Mr Richard Twyman, under points 142 to 181) how Ms McLean went into 'overdrive' to prevent me from going through with my application

My view of the method used by my 'so called' 'advisers:

SKULDUGGERY and BULLYING

B This is total nonsense.

My comments in relation to: Ms McLean's assessment of Mr Paul Staddon's advice – as captured in her letter to me dated 25 September 2003 – (Using the note references I subsequently added to her letter)

Other residents would not stand a chance – and **Ms Siobhan McGrath, Head LVT**, saw to it they would not:

- the 17 June 2003 LVT report **does not have a summary of the impact of the determination on the global sum demanded.** (Hence the LVT failed to perform its remit).

Without having access to the additional documents produced during the hearing, it is extremely difficult to figure out the impact of the determination. (As evidenced by what happened to the 5th Defendant who ended-up paying as much, if not more than the original sum demanded. See **West London County Court order** dated **26 Aug 03** and **Wandsworth County Court order** dated **2 Aug 04**) (Both courts = two other 'magnificent' examples of British justice!)

- **Ms Siobhan McGrath** twice refused my request to have a summary added (see her letters to me of **12 Sep 03** and **26 Nov 03**)
- See my 21 Sep 03 reply to Ms McLean's fax of 19 Sep 03

C "... on the basis that you do have legal advisors..." Yes! Acting for the other side!!

Note how Ms McLean rallies to the support of CKFT

D See points 1.2.2.1, 61 and 68 – 70 in **my 20 Dec 04 complaint** to the Law Society **against Mr Lanny Silverstone and Ms Ayesha Salim, CKFT**

As I replied to Mr Gurjinder Sanghera, Consultant Caseworker, Law Society, in **my letter dated 19 Feb 05**:

To threaten forfeiture prior to issues being determined by a court or a tribunal is illegal. It is a fraudulent act as the intention was to frighten me in order to extort monies not due and payable. It is also an abuse of position.

Section 40 of the Administration of Justice Act 1970 renders it illegal to make threats which are calculated to cause alarm, distress or humiliation.

Rule 12.02 of the Solicitors Code of Conduct: "*A solicitor must not act where the instructions would involve the solicitor in a breach of the law ...*"

Your assessment also amounts to an endorsement of CKFT creating a situation of double jeopardy and of consequently acting against the Solicitors Practice Rules and concurrent rules under the Courts and Legal Services Act 1990, Ch. 41, s. 17 to act appropriately "*in the interests of the proper and efficient administration of justice*"

Your assessment is incorrect: "*Rule 17.05 of the Solicitors Code of Conduct - Letters before action - When writing a letter of claim a solicitor must not demand anything other than that recoverable under the due process of law*".

I refer you again to the Administration of Justice Act 1970, Section 40.

And this is the kind of conduct that Ms McLean endorses! Very clearly, she comes from the same mould



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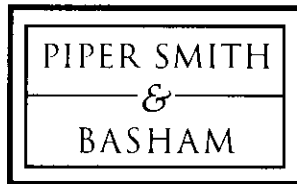
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S O L I C I T O R S

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