



Miss Noelle Rawe

23 October 2003

Our ref: LM.It.R360/1

Ext. 229

And Email – noelle.rawe@

Note how Ms MacLean focuses ONLY on the negatives

Dear Noelle

Steel Services Limited –v- Yourself

= Total disregard of the many factors in my favour!!

I refer to the above and enclose a copy of the instructions I have sent to Stanley Gallagher. Fortunately as I had already prepared bundles for David Pliener and instructions to him, I was able to utilise that documentation and you will see the additional bits of information referred to Mr Gallagher.

A You have by now seen the Part 36 letter from CKFT and I also enclose a copy of the letter I have today sent to Mr Tim Brock. In relation to the Part 36 offer, the relevance of the reference to it being Part 36 is found in the penultimate paragraph of their letter. If, as they say, at trial you are found to be liable for a greater sum than they are prepared to accept then and I quote, “The court may order interest on the whole or part of any sum of money awarded to the claimant at the rate not exceeding 10 % above base rate for some or all of the period starting from the latest date on which the defendant could have accepted the offer....”

The court may also order that the claimant is entitled to (a) his costs on the indemnity basis from the latest date the defendant could have accepted the offer ... and (b) interest on those costs at a rate not exceeding 10% above base rate”.

What this means in effect is that CKFT propose that their client accept the sum of £6,494.34. If the court at trial found that the amount that you should pay to your landlords was £6,495.35, then CKFT might be able to get from the court an order that all of the costs that they have incurred from 13 November 2003 (being the last date upon which you could accept their offer) up until the trial be paid by you on the indemnity basis; that is to say that you would pay them the entirety of the cost that they had incurred during that period in addition to which you would have to pay interest on that amount. The first part of the order relates to the claim so if you are found to have to pay £6,495.35 you could also be ordered to pay interest on that sum at a rate not exceeding 10%. This offer clearly puts you at risk on costs which is its intention.

31 WARWICK SQUARE · LONDON · SW1V 2AF · TEL: (020) 7828 8685 · FAX: (020) 7630 6976 · DX 110 CHANCERY LANE
email: solutions@pipersmith.co.uk website: www.pipersmith.co.uk

RICHARD M BURNS · MARK D SPASH · JAN G SKUSE · RICHARD C TWYMAN · NANCY J BATHILL · HELEN E BUNKER
CONSULTANTS: DIANA CORNFORTH · ASSOCIATES: NICOLA PRIOR · JOHN LLOYD JONES · ANDREW LAWRIE (E.INST.LEX.)

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I will not repeat in this letter the references I have previously made to the disparity between the amount the claimant is seeking to recover and the amount that you will be paying in costs. That I think is a matter we can discuss further at the conference. On client account there is a sum of £1,744.65. in credit as against current work in progress in the region of £800. Counsel's fees as I have confirmed to you are £175 per hour and I would estimate that there will be between four to five hours of his time including reading and the actual conference which is £875. David Pliener's fees in sum of £881.25 remain unpaid and there will, of course, be my costs in attending and dealing with the conference as well as that of your experts.

I look forward to seeing you on 28 October 2003.

Yours sincerely


LISA MCLEAN
Litigation Assistant
e-mail:- lisa.mclean@pipersmith.co.uk