

Mrs Vicky Smith
Case Manager
Professional Conduct Directorate
Institute of Chartered Accountants in England & Wales
Silbury Court
412-416 Silbury Boulevard
Milton Keynes MK9 2AF

Ms N K-Dit-Rawé
~~3 Jefferson House~~
~~11, Basil Street~~
~~London SW3 1AX~~

SEND TO



(By Recorded Delivery)

Your ref: I69236/VSS/lcb

12 July 2006

Dear Mrs Smith

**Re-statement by Pridie Brewster, 29-39 London Road, Twickenham Middx TW1 3SZ,
of year-end accounts for Jefferson House**

Thank you for your letter of 6 July 2006 informing me that you are due to meet at the office of Pridie Brewster on 19 July.

To this effect, I am enclosing additional background information – in case this proves useful to you:

1 30 June 2006 invoice from Martin Russell Jones

The invoice from Martin Russell Jones, dated 30 June 2006, states a “*Brought forward balance*” of **£8,621.13**¹ – with no breakdown of the sum.

Subsequent note Should read £5,624.70

Hence, same situation as with the 9 January 2006 (£5,24.70), 16 November 2004 (£15,447.86) and 21 October 2004 (£14,452.17) invoices of which I previously sent you a copy.

Relative to the 9 January 2006 invoice, this latest invoice amounts to an **increase of £2,995**.

Given that this was five and a half months ago, it ‘may be’ that that this sum is now considered to be my half-yearly service charge for the period January – June 2006. If so, this is most fascinating – when considering the following:

- As you can see from the attached 9 January 2006² invoice, it states a “*Half-yearly service charge in advance*” of **£814.62** (which, as explained in my 17 May 2006 letter, is fraudulent given that Steel Services no longer controls the last floor of the building) (I attach another copy of the “*Steel Services estimated expenditure for the year ended 31 December 2006*”³ on which I have captured my comments)

Consequently, this latest invoice is nearly four times the amount.

Furthermore, my half-yearly service charge, for example, for the second half of 2003 and first half of 2004 was **£679.36** (as can be seen in the attached⁴ - in other words, BEFORE:

¹ 30 June 2006 invoice from Martin Russell Jones

² 9 January 2006 invoice from Martin Russell Jones

³ “*Steel Services estimated expenditure for the year ended 31 December 2006*”

⁴ “*Service charge statement – on account service charges summary*”

- o the addition of **four new flats**, including a penthouse flat that spans the whole length and width of the top floor
- o the complete overhaul of Jefferson House

As can be seen from the attached, in my 31 December 2003⁵ letter to Ms Hathaway, I informed her that

"...on 19 December I replied to CKFT that I accepted Steel Services offer of my share of the total costs for carrying out all the major works at £6,350.85"

I attach a copy of my 19 December 2003⁶ letter to CKFT, as well as its letter of 14 July 2004⁷ with the consent order for the sum of £6,350, endorsed by Wandsworth County Court on 1 July 2004.

2 No reference to my having a £6,100 credit

In a letter dated 2 August 2004⁸, addressed "To all Lessees", Mr Barrie Martin stated

"It is the intention of our clients to award the contract to Mansells"

The previous communication to this was the 26 March 2004⁹ letter from Ms Hathaway, Martin Russell Jones, stating:

"We write further to the...notice sent to you on 15 July 2002..."

"Due to extensive delays in collecting the contributions from all lessees...it has been necessary to commence renegotiations with the original contractor and other contractors..." (NB. of course, **no reference to the tribunal hearings and determination**)

"At the current time...Brian Gale Associates are in discussion with the original contractor and others to obtain updated prices for the works"

"Once these prices have been obtained we will write to all lessees again giving the current cost..."

The appointment of Mansell was **not** preceded by a notice – and should have been:

- Mansell was **not** one of the companies that tendered against the specification drawn-up by Mr Brian Gale (Mr Andrew Ladsky's surveyor) – and consequently in competition with Killby & Gayford.

As captured under point 2 of the 17 June 2003 LVT report

*"The application concerns **major works set out in a specification prepared by Brian Gale Associates and priced by Killby & Gayford**"*

- The LVT was highly critical of the specification drawn-up by Mr Gale i.e. the specification needed to be-redrawn. This has not happened.

I therefore do not know what Mansell tendered for – although I can see some of the outcome – such as the penthouse flat...

⁵ My 31 December 2003 letter to Ms Hathaway

⁶ My 19 December 2003 letter to CKFT

⁷ 14 July 2004 letter from Ms Ayesha Salim, CKFT and consent order endorsed by Wandsworth County Court on 1 July 2004

⁸ 2 August 2004 letter from Mr Barrie Martin, Martin Russell Jones

⁹ 26 March 2004 letter from Ms Joan Hathaway, Martin Russell Jones



Jefferson House July 2002



Jefferson House September 2005

...which, curiously, in the “*Brief description of work*”¹⁰ it-Brian Gale described as

“replacing asphalt roof”

Consequently, under statutory requirements, of the £6,350 that I paid, Martin Russell Jones and its client can only use £250 on the cost of the major works – leaving me with a £6,100 credit.

Points to note about Mr Barrie Martin’s letter of 2 August 2004

- Deceptively, he omitted to do the calculations, including not mentioning the 11% management fee: the total sum demanded is in fact £669,937 making a difference of only £66,269 relative to the original sum demanded of £736,206 – or nine percent less (when in fact it should be less 68% - including the contingency fund).
- He also states, “*At this stage we will not require further monies from you...*” In other words, the intention is to come back and ask for further monies - which is exactly what happened in my case.

3 The denials about the intention to build a penthouse flat

It is worth noting the denials by Ms Hathaway and Mr Brian Gale about the intention to build a penthouse flat

Ms Joan Hathaway

- Her letter to me of 26 March 2002¹¹:

“Your suggestion that the appointment of professional advisors is in any way connected with any planning application is incorrect”

- Her 30 August 2002¹² letter to me:

*“We are informed that there is **no intention to build the penthouse** at the current time”*

- Under point 19 of ‘her’ 4 March 2003¹³ letter to Mr Brian Gale - which Mr Gale supplied as part of the evidence for the tribunal hearings in March-April 2003:

*“...regarding the **proposed penthouse**...although the planning permission was granted it was **subsequently found that the scheme was not a viable proposition**...”*

*“...there are **no plans to build the penthouse** at the property”*

- And under point 35 of the same letter:

“When it was obvious that the penthouse was not going to be built...”

Mr Brian Gale

¹⁰ Mansell – Brian Gale “*Brief description of work*”

¹¹ 26 March 2002 letter from Ms Hathaway

¹² 30 August 2002 letter from Ms Hathaway

¹³ 4 March 2003 letter from Ms Hathaway to Mr Brian Gale

- In his Expert Witness report to the tribunal, dated 13 December 2002 ¹⁴ Mr Brian Gale, wrote under Section 4 -1.4

“I am able to categorically state that the Specification makes NO provisions for any construction of an additional floor nor any future requirement in the building to create a penthouse flat”

- While under point 3.04 of the same report, he wrote

“I confirm that there were no inclusions within the specification or tender documentation intended to improve or enhance any future potential development of the site by either the freeholder or headlessee”

This report was issued to the tribunal under a ‘Statement of Truth’.

4 Other points

4.1 Copy of letter not enclosed

In your 8 June 2006 letter, you stated that you had enclosed

“...a copy of a letter sent to the firm requesting further information...”

This letter was not enclosed.

4.2 Usage of my PO Box address

In my letters of 17 May 2006 and 6 June 2006, I requested that you address your correspondence to my PO Box.

I note that for your letter of 6 July you have again opted to disregard my request (your previous letters of 24 May 2006 and 8 June 2006 were addressed to my home address).

The reason I have had to set-up a PO Box (since 2002) is that some my mail was not reaching me.

Although I am paying the post office to hold ALL my mail in the PO Box, the unreliability of the service has meant that some has nonetheless been delivered to the block (leading to e.g. some of the correspondence from your Office’s previous caseworker not reaching me).

While it has led me to go into battle with the Royal Mail (e.g. its attached letter of 4 April 2006 ¹⁵ and mine of 3 July 2006 ¹⁶) the only way I can ensure that my mail is kept at the sorting office is if it is addressed to the PO Box – ONLY.

Hence, if you continue on using the Jefferson House address, there is a probability that I will not receive your correspondence.

Yours sincerely

N K-Dit-Rawé

¹⁴ 13 December 2002 “Proof of evidence of landlord’s expert witness (surveyor) Brian Gale B.Sc. MRICS”

¹⁵ 4 April 2006 letter from the Royal Mail

¹⁶ My 3 July 2006 letter to the Royal Mail

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Name: Vicky Smith
Prof. Cond. Dir ICAEW
Building name or number and street
412-416 Silbury Rd
Milton Keynes
Postcode complete in full
MK9 2AF

Reference

DK 7872 3337 6GB

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