

## LEASE OF PART ONE

Greater London Borough

: Royal Borough of Kensington  
and Chelsea

NKDR comment:

Best described as: 'CONTRACT OF ENSLAVEMENT' in 21st century  
United Kingdom

: NGL 373333

Property

Subsidiary of Langhaven Holdings. Steel Services was "an  
associated company of Acrepost" (Laytons, 21 Nov 1996): Jefferson House 11 Basil  
Street London S.W.3

THIS LEASE made the

10<sup>th</sup>day of March 1986

Acrepost Limited whose registered office is situate at 39 South  
Street London W1 (hereinafter called "the Lessor") of the one  
part and Noelle Yvonne Sylvie Klosterkötter Dit-Rawe (hereinafter  
called "the Lessee") of the other part

WHEREAS

(1) The Lessor is registered at H.M. Land Registry under the  
Title Number above mentioned as proprietor with Absolute Title  
of the Leasehold property known as Jefferson House aforesaid  
(hereinafter called "the Building") and is desirous of letting  
parts of the Building as flats

(2) It is the intention of the Lessor to demise flats comprised  
in the Building upon terms similar to those herein contained  
AND to impose in respect of each flat the restrictions and  
regulations (hereinafter called "the Restrictions and Regulations")  
set out in the Fifth Schedule hereto and covenants similar to  
those contained in Clauses 2(8) and 2(9) hereof provided that  
the Lessor shall be free to grant a Lease of tenancy or effect  
such other disposition of any other part or parts of the Building  
on such terms as it shall think fit

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of £29,500 paid to the Lessor by the Lessee on the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Lessee to be observed and performed the Lessor hereby demises unto the Lessee ALL THAT the Flat shown for the purposes of identification only on the plan annexed hereto and thereon edged red (hereinafter called "the Flat") numbered 3 on the basement floor of the Building together with the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto and including the surfaces of the ceilings and floors of the Flat and the glass of the windows of the Flat and the interior faces of such parts of the external and internal walls as bound the Flat and the rooms therein TOGETHER ALSO in common with the Lessor and all other persons entitled thereto the easements rights and privileges mentioned in the First Schedule hereto BUT SUBJECT as therein mentioned AND SUBJECT ALSO

(i) to all rights easements quasi-easements and privileges to which the Building is or may be subject and

(ii) to the provisions contained or referred to in the documents mentioned in the Third Schedule to the Superior Lease (2)

X so far as they affect the Flat EXCEPTING AND RESERVING from the Flat the main structural parts of the Building including the roof foundations structural walls and external parts thereof AND ALSO EXCEPTING AND RESERVING the rights mentioned in the Second Schedule hereto TO HOLD the same unto the Lessee for a term commencing on the 29th day of September One thousand nine hundred and seventy-nine and terminating on the 1st September

two thousand and fifty-two (hereinafter called the "the Term") paying therefor during the Term FIRST whichever is the lesser of the yearly rent specified in the Third Schedule hereto and such sum as shall be one pound less than two thirds of the rateable value of the Flat on the review dates namely 28th September 2002 and 28th September 2027 so that the yearly rent payable shall never exceed two thirds of the rateable value of the Flat on the date when such rent is payable by equal half yearly payments (and so in proportion for any less period than one half-year) in advance on the 24th day of June and the 25th day of December in each year a first proportionate payment to be made on the execution of this Lease for the half-year ending on the next and SECONDLY the annual service charges (payable and recoverable as rent) referred to in clause 2(2) of this Lease such additional sums to be paid at the times and in the manner hereinafter specified

2. THE Lessee hereby covenants with the Lessor and as a separate covenant with and for the benefit of the Lessee or occupiers of the other flats in the Building as follows:-

(1) To pay the rent first hereinbefore reserved at the times and in manner aforesaid without any deduction or abatement

(2) (a) to pay to the Lessor without any deduction an additional sum (payable and recoverable as rent) in respect of every financial year of the Lessor an annual service charge (hereinafter called "the Service Charge") of an amount determined as hereinafter provided and payable at the times and in the manner hereinafter mentioned

(b) for the purpose hereof the expression "financial year" in relation to the Lessor means the period from the 1st day of

April in each year to the 31st day of March of the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that for which the accounts of the Lessors relating to the Building shall be made up and the expression "relevant financial year" in relation to the determination of the Service Charge means the financial year of the Lessor for which the amount of the Service Charge is being determined

2 (c) (i) the amount of the Service Charge payable by the Lessee for each financial year of the Lessor shall be calculated by dividing the aggregate amount of the costs expenses and outgoings incurred by the Lessor during such financial year in respect of the heads of expenditure particulars whereof are set out in the Fourth Schedule hereto (hereinafter called "the Fourth Schedule Expenditure") by the aggregate of the rateable value (in force at the end of such year) of all the flats in the Building (excluding the Porters Flat) the repair maintenance renewal Insurance or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat

(ii) The Lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with the due performance and observance of its obligations herein

(iii) PROVIDED ALWAYS and it is HEREBY AGREED that the costs charges and expenses incurred by the Lessor and in respect of which a proportion of the cost is recoverable from the Lessee hereunder shall not include any sum paid or payable by the

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Lessor in respect of any flat which would have been payable by the Lessee of that flat had that flat been let upon terms similar to those herein contained

(d) As soon as practicable after the end of each financial year of the Lessor the Lessor shall cause the amount of the Service Charge payable by the Lessee for such financial year to be determined by an accountant (hereinafter called "the Accountant" who shall be a member of a body of accountants established in England and for the time being recognised for the purposes of section 161(1)(a) of the Companies Act 1948 by the Secretary of State) to be appointed by the Lessor

(e) For the purposes hereof the costs expenses and outgoings incurred by the Lessor as aforesaid 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 financial year in respect of the Fourth Schedule Expenditure but also 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 in respect of the said Fourth Schedule Expenditure 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 of the Lessor the Accountant shall prepare a written statement (hereinafter called "the Accountant's Certificate") 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) hereof in respect of the said Fourth Schedule Expenditure and specifying the amount of the Service Charge payable by the Lessee as aforesaid and in the Accountant's Certificate the Accountant 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 for the relevant financial year of the Lessor

(g) In the event of any dispute arising between the parties in connection with the accountants certificate or with any interim Service Charge payment such matters in dispute shall be referred to an independent surveyor who shall in the absence of agreement between the parties hereto be appointed by the President for the time being of the Royal Institute of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in

force the cost of such arbitration shall be borne as directed by the said independent surveyor

(h) The Lessee shall if required by the Lessor with every half-yearly payment of the rent first reserved hereunder pay to the Lessor such sum in advance and on account of the Service charge as the Lessor or its agents shall from time to time specify at its or their discretion to be a fair and reasonable interim payment

(i) As soon as practicable after the end of each financial year of the Lessor the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for such financial year together with a copy of the Accountants' Certificate due credit being given in such account for any interim payment made by the Lessee in respect of such financial year pursuant to Clause 2(2)(h) hereof and upon the furnishing of such account there shall be paid by the Lessee to the Lessor the Service Charge or any balance thereof stated to be payable or there shall be repaid by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment save in so far as such interim payment relates to the sum or sums secondly mentioned in Clause 2(2)(e) hereof as the case may require

(j) It is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Lessee of any such interim payment as aforesaid but nothing herein contained shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the

Accountants' Certificate had not been furnished to the Tenant at the time such action was commenced subject nevertheless to the Lessor establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Service Charge ultimately payable by the Lessee

(k) Provided always and notwithstanding anything herein contained it is agreed and declared as follows

(i) the amount of the Service Charge for the financial year of the Lessor current at the date of execution of this Lease shall be a proportionate amount for the period commencing on the said date of execution and ending on the date of expiration of such financial year

(ii) the amount of the Service Charge for the financial year of the Lessor current at the date of expiration or earlier determination of the Term shall be a proportionate amount for the period commencing on the date of commencement of such financial year and ending on the date of expiration or earlier determination of the Term

(3) To pay and discharge all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever of an annually recurring nature (whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) which are now or may at any time hereafter be payable in respect of the Flat or any part thereof or by the owner or occupier thereof and in the event of any such rates taxes duties assessments charges impositions or outgoings being payable in respect of any property of which the

Flat forms part without apportionment to pay the proper proportion thereof attributable to the Flat (such proportion to be determined by the Lessor's Surveyors for the time being)

(4) In relation to all sums payable by the Lessee under any of the provisions herein whether to the Lessor or any other person to indemnify the Lessor or any such other person in respect of the amount of any Value Added Tax or any other impositions of a like nature chargeable thereon or payable in respect thereof

(5) To pay all costs charges and expenses incurred by the lessor in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance at the Flat in obedience to a notice served by local public or other competent authority

NKDR comment:  
How about my costs for "abating nuisance" by landlord and his agents? Who pays for that?

(6) To observe and perform the restrictions and regulations specified in the Fifth Schedule hereto and such other reasonable restrictions or regulations as the Lessor may from time to time make and publish

(7) To pay unto the Lessor all costs charges and expenses (including but not limited to legal costs and surveyors fees) which may be incurred by the Lessor in connection with or incidental to any of the following matters that is to say

(a) the preparation and service of a notice under section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under sections 146 or 147 of that Act notwithstanding forfeiture may be avoided otherwise than by relief by the Court

NKDR comment:  
But NOT the costs of proceedings against lessee for demanding monies not due and payable NOR those costs in relation to other lessees

(b) the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the Term

(c) any request or application for consent pursuant to the provisions of this Lease

\* (8) Once in every seventh year of the Term and in any event in the last quarter of the last <sup>YEAR</sup> of the Term (howsoever determined) to paint French polish or otherwise treat as the case may be in a proper and workmanlike manner all the inside wood and ironwork usually or required to be painted French polished or otherwise treated of the Flat with good quality paint or other suitable material of good quality in manner in keeping with good quality workmanship and so that such internal painting in the last year of the Term shall be of a tint or colour to be approved by the Lessor and also with every such internal painting to grain marble or varnish, and also wash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Flat as have been or ought properly to be so treated and so that in the last year of the Term the tints colours patterns and materials of all such works of internal decoration shall be such as shall be approved by the Lessor

(9) To keep the Flat and everything demised hereunder and additions thereto and including all electric wiring and pipework and plaster and flooring and the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the Flat and the window glass thereof including all internal walls and structures wholly within the Flat (but excluding any portion thereof which the Lessor covenants to repair by Clause 5(1) hereof) with all necessary reparations cleansings and amendments whatsoever well and substantially repaired cleaned maintained and renewed (damage by any risk

against which the Lessor shall have insured (save where the insurance monies shall be irrecoverable by reason of any act or default of the Lessee his family servants or agents) nevertheless excepted) and to replace from time to time all Landlord's fixtures and fittings sanitary apparatus and appurtenances in the Flat which may be or become beyond repair at any time during or at the expiration or sooner determination of the Term

(10) To execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed or any other regulations or directed or required by any local public or other competent authority to be executed at any time during the Term upon or in respect of the Flat whether by the Landlord or the tenant and to keep the Lessor indemnified against all claims demands and liability arising therefrom

(11) It shall be lawful for the Lessor and Superior Lessor (if any) and its/their duly authorised surveyors and agents with or without workmen and others at reasonable times (but only after giving reasonable notice in writing except in case of emergency without notice) to enter upon the Flat and take particulars of additions improvements fixtures and fittings thereto or thereon and to view and examine the state and condition of the Flat or any part thereof then and to give notice in writing of all defects decays and wants of reparation then and there found and which the Lessee shall be liable to make good under the covenants herein contained to the Lessee who will with all proper despatch and in any case within two months then next following well and sufficiently repair and amend the Flat

accordingly PROVIDED that in case of any default in the performance by the Lessee of the foregoing covenant and if the same be not in fact remedied within two months after notice requiring the same shall have been given to the Lessee or left at the Flat it shall be lawful for the Lessor and the Superior Lessor (if any) (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any other works at the expense of the Lessee in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Lessor or the Superior Lessor (if any) or its/their agents shall be repaid to the Lessor or the Superior Lessor (if any) as the case may be by the Lessee on demand

(12) To permit the Lessor and the Superior Lessor (if any) and its/their duly authorised surveyors or agents with or without workmen and others at all reasonable times during the daytime (but only after giving reasonable notice in writing except in an emergency) to enter into and upon the Flat or any part thereof for the purpose of repairing any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structures or other coveniences or media belonging to or serving or used for the Building (without prejudice however to the obligation of the Lessee hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up removing or renewing drainage gas and water pipes and electric wires and cables and for any similar purposes PROVIDED that the Lessor or the Superior

Lessor (if any) as the case may be shall cause as little damage or disturbance as possible and shall with all reasonable speed make good all damage to the Flat or to the fixtures fittings sanitary apparatus enourtenances goods or effects installed therein, <sup>or affixed thereto</sup> caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to and causing as little disturbance as possible

(13) To notify the Lessor as quickly as possible in the event of any relevant defect (as defined by section 4(3) of the Defective Premises Act 1972) coming to his attention whether in the Flat or any other part of the Building and to use his best endeavours to ensure that his visitors are given adequate warning of any such relevant defect

(14) Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Building being destroyed or damaged by fire shall be increased or whereby or in consequence whereof any increased or extra premium may become payable for the insurance of the Flat or the Building or any part thereof or whereby any policy for such insurance may become void or voidable

(b) Not without the consent in writing of the Lessor or unless the insurance effected by the Lessor shall have lapsed to effect any insurance of the Flat or any part thereof provided nevertheless that the Lessee after giving fourteen days prior notice containing full particulars of his intention in that behalf and having received the written consent of the Lessor thereto (such consent not to be unreasonably withheld or delayed) may effect any additional insurance in respect of the internal decoration in the Flat or the Landlord's fixtures and

NKDR comment:  
Makes  
assumption that  
landlord insures

fittings therein and shall if so required by the Lessor produce the policy of such insurance to the Lessor on demand

(15) Not to make any alteration whatsoever in or to the Flat either externally or internally (save with the written consent of the Lessor such consent not to be unreasonably withheld) or to make any alterations or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil

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(16) (a) Not to use the Flat or any part thereof nor allow the same to be used for any illegal or, immoral purpose nor to hold therein any sale by auction

(b) Not to permit in the Flat the storage or use of oil or other inflammable spirit otherwise than for domestic use thereof

(17) To use and occupy the Flat solely and exclusively as a self-contained residential flat

(18) (a) Not to assign transfer sublet or part with or share the possession or occupation of a part only of the Flat as distinguished from the entirety thereof

(b) Subject to the proviso and to the provisions as to underletting hereinafter contained not to part with possession of the Flat otherwise than by an assignment of the whole without the prior consent of the Lessor (such consent not to be unreasonably withheld) and to obtain from the assignee transferee a covenant directly with the Lessor in a form to be submitted by the Lessor and at the Lessees expense to pay the

NKDR comment:  
But, evidently, the title of 'lessor' allows committing illegal acts towards the lessee e.g. demanding monies not due and payable; filing false claims in court against the lessee, breaching countless covenants in the lease, harassment, intimidation, bullying, etc.

contribution covenanted to be paid under Clause 2(2) hereof and a further covenant by the assignee or transferee with the Lessor to pay the rent hereinbefore reserved and to observe and perform all the covenants on the part of the Lessee and conditions herein contained PROVIDED THAT

(i) (Without prejudice to the foregoing) in the case that on any proposed Assignment the Assignee is a body corporate not being registered in or having its principal place of business in England and Wales or if the Assignee is a person not having his principal place of residence in England or Wales that the Assignee does procure a deposit to be placed with the Lessors Surveyor in an amount equal to the estimated current annual service charge as to the amount of which the Lessor's Surveyors decision shall be final and binding to be held by the Lessor's Surveyor and to be released to the Lessor in the event that the Assignee fails to perform and observe any of the covenants contained in this Lease and to indemnify and save harmless the Lessor against all loss, damage, costs, and expenses arising by reason of a default by the Assignee and in the event that the Assignee at any time makes use of the said deposit or any part thereof the Assignee shall forthwith restore the said deposit to such sum as the Lessors Surveyors shall specify

(ii) The Lessor shall procure that the Lessor's Surveyors place the said deposit with a joint stock Bank in a designated deposit account and that each year the Lessors Surveyor provides to the Assignee a statement showing the amount of the said deposit any interest earned thereon, and the amount, if any, paid to the Lessor in respect of any breach of any of the said covenants or any failure to perform and observe the said

covenants on the part of the Assignee and the said interest less any tax properly payable shall be paid by the Lessors Surveyors to the Assignee

(c) not at any time to underlet the whole of the Flat or permit or suffer the same to be underlet (a) except by an underlease which shall:

(i) be at a full market rent without taking a fine or premium

(ii) contain (in relation to such service charge) provisions similar to those contained in sub-clause (2) of clause 2 hereof and the Fourth Schedule hereto

(iii) contain a covenant by the underlessee expressed to be made with and for the benefit of the Lessor (as herein defined) to observe and perform all the covenants on the Tenant's part and the conditions herein contained (other than the covenants to pay the rents hereby reserved and the aforesaid service charge)

(iv) determine at least seven years prior to the commencement of the last seven years of the term hereby granted

(b) or except by a tenancy agreement which shall;

(i) be for a term not exceeding one year at a full market rent without taking a fine or premium

(ii) contain provisions similar to those contained in the Fifth Schedule hereto

and then only on such terms or to such company or person as shall not afford security of tenure to the sub-tenant

(19) Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description

(20) Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Lessor or tenants

NKDR  
comment:  
Unlike lessor  
who, evidently,  
is allowed to  
harass and  
intimidate  
lessees at will

of other flats in the Building or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

(21) To keep the Flat including the passages thereof substantially covered with carpets except that in the kitchen and bathroom a covering made of cork or rubber or other suitable material for avoiding the transmission of noise and which should extend over the whole floor may be used instead of carpets

(22) To comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1971 to 1974 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the term by effluxion of time or otherwise as during its continuance) and to keep the Lessor and the Superior Lessor (if any) indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Lessor and the Superior Lessor (if any) on receipt thereof any notice order or proposal therefor made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the Flat and at the request and cost of the Lessor or the Superior

NKDR comment:  
Evidently lessor is exempted from this noise abatement requirement as he has floorboards nailed directly onto the joists in the entrance - and has put parquet flooring in his flats

Lessor (if any) to make or join with the Lessor in making every such objection or representation against the same that the Lessor or the Superior Lessor (if any) shall deem expedient

(23) In the case of any instrument operating as or purporting to assign transfer demise let or otherwise dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the Term or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a probate of a Will or letters of administration) after the date of the grant of the probate or letters of administration as the case may be for seven days or to produce the same and (if so required) leave a true copy thereof for seven days at the offices of the solicitors for the time being of the Lessor and of the Superior Lessor (if any) and to the intent that the same may be registered and to pay each of them a charge of six pounds for each such registration

(24) For a period of six months immediately preceding the determination of the Term to permit the Lessor to exhibit a notice board on some conspicuous part of the Flat intimating that the same is to be let and during such period of six months to permit an inspection at

any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Lessor upon giving reasonable notice and an appointment being made for that purpose

(25) To make good all damage caused through the act or default of the Lessee or of any servant of the Lessee

(a) to any part of the Building or to the fixtures and fittings thereof and

(b) to any other Lessee occupier or tenant of the Building and their licensees in each case to keep the Lessor and the

Continued... 19

Superior Lessor (if any) indemnified from all claims expenses and demands in respect thereof

(26) On the expiration or sooner determination of the Term peaceably to yield up to the Lessor the Flat in a good and substantial state of repair and condition in accordance with the Lessee's covenants herein together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the Term may be installed in or affixed or fastened to or upon the same all of which shall at the expiration or determination of the Term be left complete with all parts and appurtenances thereof and in proper working order and condition PROVIDED that the foregoing covenant shall not apply to any articles held by the Lessee on hire nor to any Lessee's fixtures or fittings and PROVIDED further that the Lessee may from time to time (but only with previous written consent of the Lessor such consent not to be unreasonably withheld or delayed and subject to any reasonable conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

(27) To observe perform and comply with the covenants conditions restrictions stipulations obligations and other matters (if any) contained or referred to in the Charges Register of the Lessor's said Title (other than charges to secure re-payment of money) in so far as they are still

subsisting and capable of taking effect and affect the Flat and to indemnify the Lessor and Superior Lessor (if any) in connection therewith

(28) To perform and observe the covenants on the Lessees part and the conditions contained in the Superior Lease dated 31st March 1990 and made between the British Petroleum Pension Trust Limited of the one part and Banwick of the other part (which has been produced to the Lessee who has been furnished with a copy of such covenants) in respect of the Flat and in so far as the performance and observance of such covenants are not the responsibility of the Lessor under the provisions of this Lease and in particular but without prejudice to the generality of the foregoing except the covenant for the payment of rent reserved thereby and the covenant for insurance and for reinstatement of the premises in case of destruction or damage by fire contained therein (if any) and to keep the Lessor indemnified against all claims damages costs and expenses in any way relating thereto and so that the Lessee's obligations under this sub-clause be in addition and without prejudice to and shall not in any way limit or qualify his obligations under other provisions of the Lease and in the event of any conflict between the covenants contained in the Superior Lease and the covenants contained herein the former shall prevail

3. It is hereby declared that each of the aforesaid covenants set out in Clause 2 hereof shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting another Flat or Flats or any other

It 'appears' to mean that another flat might be allowed to stock "hazardous materials" / "conduct illegal or immoral acts", etc. without the lessee knowing what is going on in the block. Not exactly reassuring!

Flat or parts of the Building or any other adjoining or neighbouring premises for the time being belonging to the Lessor

4. (1) PROVIDED ALWAYS and it is hereby agreed that if the said rents hereby reserved or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Lessee shall not duly perform or observe all the covenants and provisions hereby on the part of the Lessee to be performed or observed then and in any of the said cases and thenceforth it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if the Lease had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained

(2) That in the event of the Flat or the means of access thereto being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Lessee his family servants or agents then the rent and service charge hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained shall forthwith cease to be payable until the Flat or the means of access thereto shall have been restored and reinstated and again rendered fit for occupation

and use and in case any dispute shall arise to the most amount of such proportionate part or the period during which such cesser or abatement of rent and service charge should be allowed the matter shall be referred to an independent surveyor who shall in the absence of agreement between the Lessor and Lessee be appointed by the President for the time being of the Royal Institute of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

5. THE Lessor hereby covenants with the Lessee subject to the payment by the Lessee of the said rents and service charge hereby reserved and provided that the Lessee has complied with all the covenants agreements and obligations on his part to be performed and observed as follows:-

(1) to maintain repair redecorate renew amend clean repoint repaint grain varnish whiten and colour French polish or otherwise treat as the case may be

(a) the structure of the Building and in particular but without prejudice to the generality thereof the roofs foundations external and internal walls (but not the interior faces of such parts of external or internal walls as bound the Flat or the rooms therein nor the surfaces of the ceiling and floors of the Flat) and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

(b) the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building other than those installed in or affixed to

Lessor obligations 22 pages later!

the Flat

(c) the boilers and heating and hot water apparatus and the ventilation system (if any) in the Building save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building

(d) the passenger lifts lift shafts and machinery (if any) and the passages landings and staircases and all other parts of the Building enjoyed or used by the Lessee in common with others and

(e) the boundary walls and fences of and in the curtilage of the Building

PROVIDED that the Lessor shall not be liable to the Lessee for any defect or want of repair hereinbefore mentioned unless the Lessor has had notice thereof

(2) So far as is practicable but subject always as provided in Clause 7 (relating to interruption of services) hereof

(a) to keep clean and reasonably lighted the passages landings staircases and other parts of the Building enjoyed or used by the Lessee in common with others and

(b) to tend clean and tidy and generally to maintain the gardens forecourts roadways and pathways used in connection with the Building or adjoining or adjacent thereto being the property of the Lessor

(3) Provided only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise at all times during the Term (subject always as provided in Clause 7 hereof) to supply constant hot

water by means of the boiler and heating installation serving the Building to the Flat for domestic purposes and during the period from the First day of October to the First day of May in each year and also at such other times of the year as the Lessor shall reasonably decide to supply hot water for heating to the radiators fixed in the Flat so as to maintain a reasonable temperature

(4) To insure and keep insured the Building and Lessor's fixtures and fittings therein against loss damage by fire lightning explosion aircraft and other aerial devices or articles dropped therefrom and such other usual risks as may be required by the Lessor as are comprised in a Comprehensive Policy in some insurance office of good repute within the Sun Alliance and London Insurance Group or such other Insurer of good repute as the Lessor may from time to time decide in the full building or replacement value thereof (and will whenever reasonably required to do so produce to the Lessee the current premium receipt for the Policy or Policies of such insurance and will allow the Lessee and/or the Lessee's Mortgagee to have their interest noted on the records relating to such policy or policies) and in case of destruction of or damage to the building or any part thereof so as to make the same unfit for habitation and use from any cause covered by such insurance to lay out all monies received in respect of such insurance (other than for loss of rent and architect's surveyor's and other professional fees) in rebuilding and reinstating the same as soon as reasonably practicable PROVIDED that if for any reason other than default of the Lessor the obligation on the Lessor's part hereinbefore contained to rebuild and reinstate or

otherwise make good such destruction or damage as aforesaid becomes impossible of performance within a period of two years from the date of occurrence of such event then the said obligation shall thereupon be deemed to have been discharged and the Lessor shall stand possessed of all monies paid to the Lessor under and by virtue of the Policy or Policies of insurance hereinbefore required to be maintained including net interest earned thereon upon trust forthwith to pay to the Lessee or his mortgagee (if any) such proportion of the said monies as may be agreed in writing between the Lessor and the Lessee or his mortgagee (if any) or his mortgagee (if any) or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institute of Chartered Surveyors upon the request of the Lessor or the Lessee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessor and the Lessee in the Flat immediately before the occurrence of the said destruction or damage AND it is hereby declared that any such determination as aforesaid shall be deemed to be made by the valuer as an expert and not as an arbitrator AND upon the agreement between the Lessor and the Lessee or determination by the said Valuer of the proportion of money (if any) payable to the Lessee this Lease and everything herein shall cease and determine subject only to payment to the Lessee of the said proportion of money (if any) to which the Lessee is entitled under such agreement or determination as aforesaid and any adjustment necessary between the parties in respect of underpayment<sup>or overpayment</sup> of rent service charge or other payments due or made under the provisions hereof and PROVIDED

that the Lessor shall forthwith place the monies paid to it in respect of the insurance of the premises in a deposit account and the Lessee shall be entitled to the interest arising on that proportion of monies paid to it under terms in this clause

(5) so far as practicable and subject always as provided in clause 7 hereof to use its best endeavours to maintain the services of a porter or porters for the performance of the following duties in the Building

(a) to cleanse the entrance hall stairs and passages and attend to the lighting and extinguishing of the lights therein

(b) to remove each day (excepting Sundays) from the Flat all domestic refuse and rubbish (the Lessee providing his own suitable receptacle for the carriage, thereof) PROVIDED that the Lessee shall not employ the said porter or porters to perform any special services for the Lessee

(6) At the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessor on a complete indemnity basis to enforce any covenants entered into with the Lessor by tenant of any other flat in the Building of similar nature to those contained in Clause 2 hereof

(7) As soon as reasonably practicable after receiving from the Lessee the sum or sums secondly mentioned in Clause 2(2)(e) hereof to pay the Contingency Payment into a designated Account to be maintained by the Lessor with a Joint Stock Bank

(8) (a) That whilst any flat comprised in the Building shall not for the time being be let or shall be let on terms under which the Lessee tenant or occupier thereof shall not be liable to pay such service charge as would be payable by him if such

NKDR  
comment:  
How are the lessees supposed to know that? (Not told by managing agents and Land Registry records not reliable)

Flat were let on terms similar to those relating thereto contained herein the Lessor shall be liable to make such payments as the Lessee thereof would have been liable to make had such Flat been let on terms similar to those contained herein as to such service charge

(b) That the Lessor will (as to any Flat or Flats in the Building which shall be in the possession of the Lessor or which may come into its possession by the determination of the Lease of any Flat or Flats) at all times during the Term hereby granted observe and perform the restrictions and regulations and covenants in similar terms to those on the part of the Lessee herein contained and that the Lessor will require every person or persons to whom the Lessor shall hereafter grant a Conveyance Lease or Tenancy Agreement of any Flat or Flats in the Building to observe and perform substantially similar restrictions and regulations and will duly obtain in any such Conveyance Lease or Tenancy Agreement the execution by the Lessee grantee or tenant of a covenant in substantially like terms to those on the part of the Lessee herein contained

(9) During the term to pay the rent reserved by the Superior Lease and perform the covenants contained therein (so far as the Lessee is not liable for such performance under the covenants on his part herein contained) and in the event of any conflict between the covenants contained in the Superior Lease and the covenants contained hereunder the former shall prevail

6. THE Lessor hereby covenants with the Lessee that the Lessee paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during

NKDR  
comment:  
Another  
covenant that  
has escaped  
the notice of  
'Steel  
Services' and  
its aides

the term without any interruption by the Lessor or any person rightfully claiming under or in trust for it

7. NOTWITHSTANDING anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of

(1) any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire water Act of God by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or other cause beyond the Lessor's control or

(2) any act omission or negligence of any porter attendant or other servant of the Lessor in or about the performance or purported performances of any duty relating to the provision of the said services of any of them

8. IN these presents wherever the context admits

(i) the expression "the Lessor" shall include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the Term

(ii) the expression "the Lessee" shall include his successors in title

(iii) words in the masculine gender include the feminine gender

(iv) words importing the singular number include the plural number

(v) where two or more persons are included in the expression "the Lessee" the Lessee's covenants herein shall be deemed to be made by such persons jointly and severally

(vi) any reference to an Act of Parliament shall include any

NKDR  
comments:  
When leaseholders complain to an outside body about the performance of such people, the reply is that the relationship is with the lessor - not the lessees = no avenue open to lessees for redress

modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom

9. FOR the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notice contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein

IN WITNESS whereof the Lessor has caused its Common Seal to be affixed and the Lessee has herunto set his hand and seal the day and year first before written

#### FIRST SCHEDULE

Easements Rights and Privileges included in this Demise

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the main entrance of the Building and the Common passages landings and staircases thereof and to use the passenger lift therein (if any) and the gardens forecourts roadways and pathways in the curtilage thereof provided nevertheless that the Lessee shall not authorise the user of the said lift (if any) or gardens by any tradesmen or the user of the said lift (if any) for the carrying of goods and shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise

2. The free <sup>and</sup> uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires

or other media which now or may at any time during the Term be in under or passing through the Building or any part thereof

3. The right of support shelter and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building

4. The right with or without workmen servants or agents or others upon giving five days previous notice in writing (except in case of emergency without notice) at all reasonable times to enter upon all other parts of the Building and all other flats comprised therein for the purpose of carrying out repairs or maintenance to the demised premises PROVIDED that the Lessee shall make good forthwith all damage occasioned thereby

#### SECOND SCHEDULE

##### Exceptions and Reservations

There are excepted and reserved out of this demise

1. To the Lessor and all persons authorised by the Lessor

(i) Easements rights and privileges over under along and through the Flat equivalent to those set forth in paragraph 2 of the First Schedule

(ii) The right with or without servants workmen and others upon giving five days previous notice in writing (but in case of emergency without notice) at all reasonable times to enter the Flat for the purpose of carrying out any of the obligations imposed upon the Lessor by the provisions of this Lease or of exercising any of the powers conferred upon the Lessor whether by this Lease or under the general law

PROVIDED that the Lessor shall make good with all reasonable speed damage to the Flat or to the fixtures fittings sanitary apparatus goods or effects installed therein or affixed thereto

caused by the carrying out of the said obligations or exercise of the said powers of any of them and shall cause as little disturbance as possible

2. To the Lessor the right at any time hereafter to rebuild alter and use any of the adjoining or neighbouring buildings according to such plans (whether as to height extent or otherwise) and in such manner as shall be approved by the Lessor notwithstanding that the access of light or air to <sup>the Flat</sup> or to any part thereof may be obstructed or interfered with or that the Lessee might otherwise be entitled to object to such rebuilding alteration or use

3. The right of support shelter and protection for the benefit of other flats and all other parts of the Building as is now enjoyed from the Flat

4. The covenants restrictions stipulations obligations and other matters (if any) contained or referred to in the Charges Register of the Lessor's said Title in so far as they are still subsisting and capable of taking effect and affect the Flat

#### THIRD SCHEDULE

Period

- (i) For the period expiring 28th September 2002 £100
- (ii) For the period expiring 28th September 2027 £500
- (iii) For the residue of the term £1200

#### FOURTH SCHEDULE

Lessor's Expenses and Outgoings and other Heads of Expenditure of which the Lessee is to pay proportionate part by way of Service Charge

- 1. The expense of maintaining repairing redecorating renewing amending cleaning repointing painting graining varnishing

NKDR comment:  
Note that under clause (4) (1) if I do not pay this amount within 21 days of the due date - regardless of whether or not I have received a demand for payment - 'Steel Services' can take repossession of my flat. However, while I am left on the pavement with nothing, I still have to pay any outstanding mortgage to my mortgage lender

whitening or colouring the parts of the Building and all the appurtenances apparatus and other things thereto belonging in accordance with the provisions of Clause 5(1) hereof

2. The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water and ventilation systems serving the Building the lifts lift shafts machinery (if any) therein and all other machinery and equipment in the Building providing services to the flats therein

3. The cost of the oil gas electricity or other fuel required for the boiler or boilers supplying the heater and domestic hot water and ventilation systems serving the Building and serving the demised premises the electric current for operating the lifts (if any)

4. The cost of insuring and keeping insured throughout the Term the Building and Landlord's fixtures and fittings therein against the insurable risks referred to in clause 5(4) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Lessor shall determine including three years loss of rent and architects and surveyors fees

= NO MENTION OF MY HAVING TO PAY FOR THE CONSTRUCTION OF A PENTHOUSE FLAT - AND RELATED EXPENSES such as the need to replace the lift in order to reach another floor

= NOR OF HAVING TO PAY FOR THE CONVERSION OF FLATS FOR THE PURPOSE OF ADDING THREE OTHER FLATS TO THE BLOCK

About which Mr Ladsky's et. al's aides said

- BRIAN GALE - in his Expert Witness report to the LVT, dated 13 December 2002, 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"***

- Ms JOAN HATHAWAY, MARTIN RUSSELL JONES, in 'her' 4 March 2003 letter to Brian Gale (and used as evidence during 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"***

5. The cost of employing maintaining and providing accommodation and staff quarters in the Building for a caretaker or porter or other employee (including the provision of uniforms and boiler suits and including also but without prejudice to the generality of the foregoing the amount of the rent foregone in respect of the accommodation provided and all rates taxes assessments and other outgoings thereto relating)

6. The cost of cleaning decorating lighting and carpeting or the provision of other floor covering for the passages landings staircases and other parts of the Building enjoyed or used by the Lessee in common with others and of keeping the other parts of the Building used by the Lessee in common as aforesaid and not otherwise specifically referred to in this schedule in good repair and condition

7. The proper fees of the Lessor's managing agents for the collection of the several rents payable hereunder and for the general management of the Building but not including fees charges expenses or commissions on or in connection with the letting or sales of any other flats in the Building including all legal fees and disbursements incurred

8. All fees and costs incurred in respect of the Accountant's Certificate and of accounts kept and audits made for the purpose thereof

9. The amount which the Lessor shall be liable to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fence walls or other conveniences which may belong to or be used for the Building in common with other premises near or

adjoining thereto

10. The cost of maintaining repairing and renewing the television and radio receivers (if any) installed on the Building and any future installation and used or capable of being used by the Lessee in common as aforesaid

11. The upkeep of the gardens forecourts roadways and pathways used in connection with the Building or adjoining or adjacent thereto

12. The cost of taking all steps deemed desirable or expedient by the Lessor for complying with making representation against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Lessee is not directly liable hereunder

13. The cost of complying with the obligations of the Lessor under the Clause 5(5) hereof

14. The cost of doing all such other acts matters and things as shall be necessary or advisable for the proper maintenance and administration of the Building (including without prejudice to the generality of the foregoing the appointment and remuneration of managing or other agents solicitors surveyors and accountants)

15. Any other expenditure reasonably and properly incurred by the Lessor in respect of or incidental to the performance and exercise by the Lessor of the obligations and powers imposed or conferred upon the Lessor under the provisions of this Lease

16. The cost of observing and performing the obligations contained or referred to in the Charges Register (other than

charges to secure re-payment of money) of the Lessor's said Title

#### FIFTH SCHEDULE

Restrictions and Regulations Imposed in Respect of the Flat

1. The Lessee shall not erect or affix to the Flat or any part thereof any machinery or mechanical or scientific or electrical apparatus excepting only radio and television receiving sets (and indoor but not external therefor) and domestic electrical apparatus properly fitted with an approved suppressor against electrical interference to other apparatus
2. The Lessee shall not use nor authorise the user of any passenger lift for the carrying of goods
3. The Lessee shall not permit or suffer to be used any lift for the carriage of any greater number of persons than the number specified thereof by a notice affixed therein
4. The Lessee shall provide and maintain in good and clean condition net curtains for all windows in the Flat and shall at least once monthly clean all windows of the Flat
5. The Lessee shall not place leave or cause to be placed or left any furniture cycle perambulator toy box parcel bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the Building nor shall the Lessee throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the Flat
6. The Lessee shall comply with and be bound by any special regulations made by the Lessor relating to the user of any baggage or cycle room or store which the Lessor may in its absolute discretion made available in the Building for the use

NKDR comment:  
But, evidently, lessor is free to leave any amount of rubbish he wants anywhere in the common parts - including not needing to concern himself with health & safety issues

by the tenants thereof such regulations to be published by notice affixed therein or handed to the Lessee or his agent anything left therein shall be at the Lessee's entire risk and any such user by the Lessee shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement

7. The Lessee shall not:

(1) make or suffer to be made any unreasonable noise in the Flat by way of piano gramophone radio or television receiving set or other mechanical or musical instrument vacuum cleaner or otherwise at any time whatsoever nor

(2) play or permit to be played nor use or permit to be used the said things or any of them in any manner whatsoever nor sing or allow any singing nor make or allow any noise of any kind whatsoever so as to be audible outside the Flat

8. No rags dirt rubbish refuse or other substance shall be inserted into or placed or left in the sinks baths lavatories cisterns or any pipe in the Flat nor shall any obstruction or blockage be caused therein in any other manner whatsoever

9. Adequate precautions shall be taken (where necessary) by the Lessee to protect all pipes against the freezing of water therein

10. No animal bird or reptile shall be kept in the Flat if reasonable objection thereto be raised by any other Lessee or the Lessor and such animal bird or reptile shall be removed from the Building upon two weeks written prior notice being given to the Lessee

11. No person suffering from any notifiable infectious or contagious illness shall be nursed or allowed or remain in the

NKDR comment:  
But, evidently, lessor is allowed to have workmen working until 23h00 using electric drills, hammer, etc

Evidently, lessor is also allowed to install flooring in the entrance corridor without any insulation - thereby leading to high level 24 / 7 noise from footsteps to carry, among others, to the floor below

Flat

NKDR comment:  
Evidently, except  
lessor who can  
loiter around,  
listen at lessee's  
door, etc.

12. The Lessee shall not allow any person or child to loiter  
or play in or about any entrance landing passage stairway lift  
or any other common part of the Building

NKDR comment:  
But, evidently,  
lessor is allowed  
to hang plants  
on the railing in  
front of lessee's  
windows - with  
no concern  
about blocking  
natural light to  
lessee's flat

13. No clothes flower box pot or other articles shall be hung  
placed or exposed outside the Flat no mat or other article  
shall be shaken out of any window or door thereof

14. All entrance doors of the Flat shall be kept closed except  
when in use

THE COMMON SEAL of ACREPOST LIMITED)  
was hereunto affixed in the presence)  
of:-

DIRECTOR

SECRETARY

NKDR comment:

Why did I agree to this CONTRACT OF ENSLAVEMENT? Because, at the time, 20 years ago:

- I did not know any better. I thought that, as in my country of origin, France (c. 20km from the British coast), I was buying a flat in perpetuity, and the parties involved at the time of the transaction, solicitors and mortgage lender were, like me, referring to it as my 'buying the flat' - thereby reinforcing my belief

- I was put off by the jargon contained in this document which I did not really understand. Consequently, (like the majority of people tend to do), I thought it best to leave it in the hands of the solicitors 'advising' me which, I assumed, would be done to my best interest

= A SERIOUS CASE OF MIS-SELLING