

From: ANM anmletters@gmail.com
Subject: Claim C00SA374
Date: 12 September 2016 at 12:53 pm
To: Dougans, Robert Robert.Dougans@BryanCave.com, Cooke, Serena Serena.Cooke@bryancave.com



Dear Sirs

Your amended draft order remains unacceptable for the following reasons:

1. In paragraph 1 you state : "*The Defendants' Property shall be sold without further reference to the Court at a price not less than £180,000, unless that figure is changed by a further order of the Court*"
This does not adhere to your own undertakings, opens the door for further contact as well as changes once this order is made by the judge, and is unacceptable for the reasons laid out squarely in our last letter.

The Defendants will not object to an order specifically reflecting your spoken and written undertakings that "*whatever we get for the house is what we will recoup in costs.*" and with no further reference to either the Court or the Defendants.

2. Paragraph 7, "*Either party may apply to the Court to vary any of the terms of this order, or for further directions about the sale or the application of the proceeds of sale, or otherwise.*"

Is also open ended and is also completely unnecessary in such a case that you are genuine in stating that the proceeds you get from the sale of our home will be the entirety of what you will recoup in costs, as you have stated to us. Further it again indicates contact post us surrendering our property, which we will not and cannot do for the reasons laid out.

3. Paragraph 8, "*Upon completion of the sale of the Claimants' Property, the Defendants acknowledge that the Claimants have no further liability to them in respect of the order of His Honour Judge Seys-Llewellyn Q.C. dated 06 August 2016.*"

First of all, the Judge's order is from 2015, not 2016.

Further, we do not know when you will be selling the house nor will we remain in contact with you during that period. We will not communicate with you again once we have left our home. We want the order to say "*Upon the Claimants delivering possession of a their property, the Defendants acknowledge...*"

4. Finally, re paragraph 4, "*The Defendants must deliver possession of the Defendants' Property to the Claimants on or before 31 September 2016.*"

We need at least a further two weeks before we can be moved to another house. This is as a direct result of having to deal with your vexatious claim which has taken days and has had a cumulative effect on our ability to move, especially coming in the last weeks of the school holidays.

Yours faithfully,

Steve Paris & Angel Garden