


From: Dougans, Robert Robert.Dougans@BryanCave.com 
Subject: Claim C00SA374 - Lewis & Byng -v- Paris & Garden
Date: 16 September 2016 at 10:23 am
To: ANM anmletters@gmail.com
Cc: Cooke, Serena Serena.Cooke@bryancave.com

DR

Dear Sirs,

We understand from the content of your email below that you will be attending the hearing to present the order as agreed. If so, we welcome this development and we will agree to vacate the hearing on 26 September 2016. We agree (further to your latest email) that paragraph 6 no longer makes sense given the changes to the order, we suggest that it reads "The Claimants shall be entitled to the entire remaining balance of the proceeds of the sale of the Defendants' Property.". Please confirm that you agree to this change, a copy of the revised order is attached.

If the order is agreed, we agree not to pursue costs of defending your application and our application for an order for sale on the basis that you will not be (1) pursuing your application for strike out; (2) making any submissions as to the wording of the order or in relation to what you deem to be "lies and threats" in your email below.

If the hearing is in any way contested, we will seek the costs of our appearance.

For the avoidance of doubt, we do not accept the contentions at paragraphs 2 and 6-10 of your email below.

Our witness evidence has been sent to the Court this morning.

Yours faithfully

BRYAN CAVE



Robert Dougans

Partner

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From: ANM [mailto:anmletters@gmail.com]
Sent: 16 September 2016 10:09 AM
To: Dougans, Robert
Cc: Cooke, Serena
Subject: Re: Claim C00SA374 - Lewis & Byng -v- Paris & Garden

Dear Sirs

We have just printed the Draft Order and have noticed a small error. Paragraph 6.1 states "retain the amount due to him as stated in paragraph 1;" but paragraph 1 doesn't mention this.

When supplying the assurances requested earlier this morning, to allow us to take the Order to the Court this afternoon, please therefore include your permission to remove "as stated in paragraph 1" in order to facilitate matters and avoid potential uncertainty.

Yours faithfully,

Steve Paris & Angel Garden

On 16/09/2016, at 8:24 am, ANM <anmletters@gmail.com> wrote:

Dear Sirs

We acknowledge receipt of your letter, and it's good news that you have finally produced the order in line with the undertakings that you originally made to us