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Dear Mr. Friend,

Following our telephone conversation, you should by now have had confirmation of my subject to contract offer, made through your solicitors.

I have taken this step to give you an alternative to the present subject to contract offer, which is available to you.

In the light of the confidential information of which you are aware, I request that you reconsider your sale of this property. If the present arrangements are completed, the repercussions will be endless, not only causing inconvenience to me and the other residents, but as problems arise, your son will be the first in the firing line. I am sure you will agree that this would be totally unfair on him and would cause intolerable worry, combined with the responsibility of being your representative at East Northdown.

If you continue with this sale, I assume you would be expecting to control the situation, as in the past, with restrictive covenants. I agree that in a normal sale position this would be perfectly reasonable, and the threat of possible legal action would be sufficient to give you the control that you desire.


As things could be, the threat of a civil action would only be inflammatory and may provoke actions which William would be unable to handle.

Once again I implore you to reconsider, and remove this threat of disruption from East Northdown. I am sure you will appreciate how serious I consider this situation in the light of my vastly increased offer.

When I spoke to you on Monday you seemed concerned that you had possibly entered into a contract which could lay you open to a damage suit for repairs carried out to the roof. To date no repairs have been executed and if you gave instructions to cease work immediately, you could be in a position, with my offer, of giving if you so wished, an ex gratia payment of up to £1,000 without being out of pocket.

There is, of course, the possibility that prior to completion the roof could be removed and subsequently, the sale not being completed, for whatever reasons, leaving you in the unenviable position of owning an unroofed, listed building. I sympathise with you in that when you agreed that remedial repairs were in order, you would probably have based that decision on information advertised on the van, the circumstances of which would absolve you completely from any possible litigation.

Yours faithfully,



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