

BETWEEN:

MR A ONIGBANJO

Appellant

-and-

(1) MR MARK PEARSON  
(2) MRS MARK PEARSON



---

**JUDGMENT**

---

Introduction

1. This is the reserved judgment of an appeal under the Party Wall etc. Act 1996. I heard the appeal on Thursday, 29 May 2008 and reserved judgment until today.
2. The Appellant was represented by Professor Mark Watson-Gandy of Counsel and the Respondent by Ms Lucie Briggs of Counsel. I am grateful to both of them for their written and oral submissions.

The Evidence

3. Each party prepared a bundle of documents. The Respondents' bundle also contained one authority. Professor Watson-Gandy provided a separate bundle of authorities.
4. I heard no oral evidence.

The Material Facts

5. The dispute arises out of works ("the Works") carried out by the Appellant at 15 Urswick Road, London, E9 6EG which shares a party wall with the Respondents' property at 17 Urswick Road.
6. On 27 January 2005 the Appellant served a Party Structure Notice upon the Respondents informing them of his intention to carry out Works on the Party Wall between their respective properties pursuant to his rights under sections 2 (a), (b), (d), (e), (f), (g), (h), (j), (k), (l), (m) and (n) of the 1996 Act. He also served a Three Metre Notice under section 6 of the 1996 Act: Respondents' bundle, tab C, pages 1-2.

7. I am only concerned with the Party Structure Notice. The material parts of that Notice are as follows:-

"The proposed works are:-

1. To demolish the existing rear addition.
2. To excavate the ground in the area of the addition to form a light well.
3. To fully excavate the basement to the level of the existing cellar.

And in the process it is proposed to underpin the Party Wall between your property and no 15.

All as detailed and in accordance with drawings FON/01/04, FON/01/05, FON/01/06, FON/01/07, FON/01/08 and structural engineers details 10276-01, 10276-02 and 10276-03.

It is intended to commence works when notice has run or earlier by agreement. Under Section 5, if you do not consent to the works within 14 days you are deemed to have dissented and a dispute is deemed to have arisen. In that case section 10 of the Act requires that both parties should concur in the appointment of a Surveyor and in those circumstances I/We would appoint: Al R. Dauda, Architect, 86 Pretoria Road, London, E16 4NP."

8. On 11 February 2005 Mr Mark Pearson acknowledged receipt of the Party Structure Notice and the Three Metre Notice and consented to the Works on behalf of the Respondents. The material part of the Acknowledgement of the Party Structure Notice says this:-

"I: Mr and Mrs M Pearson

of 17 Urswick Road, Hackney, London, E9 6EG

As Adjoining Owner/s under the Act of the premises known as : 17 Urswick Road, Hackney, London E9 6EG

Having received the Notice served by: Mr. A. Onigbanjo Mark – O1 Property Services

Of 13 Jack Clow Road, West Ham, London E15 3AR

In respect of: 15 Urswick Road, Hackney, London, E9 6EG

Which adjoins my/our premises

Hereby consent to the proposed works which comprised of due safeguarding and underpinning the foundations of my/our building."

Mr Pearson has ringed the last sentence and signed and dated the Acknowledgement: Respondents' bundle, tab C, pages 2A-2B.

The work was carried out on the Appellant's property and in or around June 2005 the Respondents' property began to suffer from extensive cracking as a result of the work.

9. Mr Al Rasheed Dauda, an architect appointed by the Appellant visited the Respondents' property and identified a number of cracks. On 13 June 2005 he wrote to the Respondents stating that the damage was caused as a result of the Works and that:

"Rectification of the defects is the complete responsibility of Building Owner Mr Femi Onigbanjo, and will be carried out by the contractor, Fergal Morrison of Prideway Developments Limited."

Respondents' bundle, tab C, pages 3-4.

10. The work was never done and the parties were unable to agree the amount which the Appellant should pay in lieu of making good the damage caused by the work. The Respondents instructed Messrs Grower Freeman, solicitors, to act for them. On 19 September 2007 Grower Freeman wrote to the Appellant's solicitors. The material part of the letter says this:

"Further to our letter of 11 September 2007, we have received instruction from our Client that they wish to follow the procedure set out in Section 10 of the Party Wall Act 1996.

To this end, they propose that Barry Smith of BCS Consulting, the firm that drew up the original Schedule of Defects in 2005, be appointed as the Agreed Surveyor, pursuant to Section 10 (1) (a) of the Party Wall Act 1996.

Should your client not concur with Mr Smith's appointment as the Agreed Surveyor please take this letter as notice that, pursuant to section 10 (1) (b) of the Act, our client wishes that Mr Smith should be his Appointed Surveyor and requests your client to select an Appointed Surveyor."

11. There was no response from either the Appellant or his solicitors and on 12 October 2007 Mr Mark Simpson of BCS Consulting wrote to the Appellant. The material part of the letter says this:

"On the 19<sup>th</sup> September 2007, our Appointing Owners Solicitors, Grower Freeman served you with Notice via your Solicitors, England Palmer, under Section 10 of the Party Wall etc. Act 1996. In failing to respond to that Notice following a period of ten days we are obliged under Section 10 4(b) of the Act to appoint a Surveyor on your behalf.

The Appointed Surveyor shall be Ms Sara Burr, BSc (Hons) MRICS of Kenneth Burr Associates, 8 Shendon Way, Sevenoaks, Kent TN13 1SE Tel: 01732 742761 and we would be grateful if you would contact Ms Burr directly so that she may explain her role in proceedings."

Respondents' bundle, tab C, page 7.

12. By letter dated 15 October 2007 the Appellant's solicitors, Messrs England Palmer, wrote to Grower Freeman. The material part of the letter says this:

"Our client, having discussed the matter with his Surveyor instructs us as follows.

The procedure set out under Section 10 of the Party Wall Act 1996 does not apply in the instant case for the simple reason that the procedure only applies where there has been dissent or silence following the service of a Party Wall Notice, which subsequently leads to the production of a Party Wall Award to

be published to both the building owner and adjoining owner, prior to the commencement of any works, subject to the provisions of the Party Wall Act.

The procedure does not relate to any form of dispute between adjoining owners, as in the instant case.”

Respondents' bundle, tab C, page 8.

13. On 17 October 2007 Grower Freeman wrote to England Palmer. The material part of that letter says this:

“Counsel has advised that our Client does have redress under the provisions of the Party Wall Act 1996.

It is clear from correspondence and Client's Architect that there is no dispute over the fact that damage has been caused by your Client's property. The issue has always been the extent of the damage. Professional Surveyors are in the best position to decide this matter and our Client offered your client the opportunity to take part in the process detailed in the relevant legislation. Your Client refused this offer by his silence. Our Client will therefore continue to follow the procedure laid down in the Act, as confirmed by Counsel.”

Respondents' bundle, tab C, page 9.

14. Thereafter the Appellant took no part in the process. On 10 March 2008 a Party Wall Award was published: Respondents' bundle, tab B, pages 1-4. A copy of that Party Wall Award is attached to this judgment.
15. It will be seen from page 2 of the Party Wall Award that the two Surveyors purport to take jurisdiction under the 1996 Act Section 11 (8):

“AND WHEREAS the Adjoining Owners consented to the notices damage has now been occasioned by the works and the two Owners are unable to agree the expenses under section 11 (8). Accordingly counter notice was served by the Adjoining Owner for rectification of the defects on 19<sup>th</sup> September 2007. The Building Owner did not respond to the notice and accordingly appointment was made by the Adjoining Owner under section 10 (4).

AND WHEREAS a dispute was deemed to have arisen under section 10.”

16. The two Surveyors then make a determination that the Appellant should pay the Respondents the following sums:
- (i) £13,490 plus VAT as payment in lieu of making good the damage. (Award paragraph 3).
  - (ii) The Appellant pay the Respondents' surveyor's fee of £2,145 plus VAT (Award paragraph 4).
  - (iii) The Appellant pay the Respondents' barrister's fee of £500 plus VAT and solicitor's fee of £5,189.50 plus VAT (Award paragraph 5).
  - (iv) The Appellant pay his Appointed Surveyor's fee of £1,150 plus VAT (Award paragraph 6).

It is this award which is challenged by the Appellant in this appeal.

## Powers of the County Court

17. Section 10 (16) – (17) of the 1996 Act provide as follows:

- “(16) The award shall be conclusive and shall not except as provided by this section be questioned in any court.
- (17) Either of the parties to the dispute may, within the period of 14 days beginning with the day on which an award made under this section is served on him, appeal to the County Court against the award and the County Court may –
  - (a) rescind the award or modify it in such a manner as the court thinks fit; and
  - (b) make such order as to costs as the court thinks fit.”

## The Notice of Appeal

18. The Notice of Appeal appears in the Appellant’s bundle. Paragraph 5 of the Grounds of Appeal made an allegation of breach of natural justice and bias. That was withdrawn before the hearing of the appeal commenced. Mr Watson-Gandy helpfully grouped his submissions under two headings and I will deal with each in turn.

## Ground 1: Lack of jurisdiction

19. This is set out in the Grounds of Appeal paragraphs 1-4 and paragraphs 1-9 of Mr Watson-Gandy’s Supplemental Skeleton Argument. The point in relation to there being a purported counter notice issued by the Respondents’ solicitor pursuant to section 4 (2) of the 1996 Act had ceased to be a live issue by the beginning of the hearing of the appeal and I therefore ignore it.

20. Mr Watson-Gandy’s first submission was that the Surveyors had no jurisdiction to entertain the appeal and make an award. He relies upon Bickford-Smith & Sydenham: Party Walls Law Practice (second edition 2004), paragraphs 8.13-8.14 and also Section 10 (1) referring back to section 5 of the 1996 Act.

21. Section 10 is headed “Resolution of Disputes”. Section 10 (1) provides as follows:

“Where a dispute arises or is deemed to have arisen between a building owner and an adjoining owner in respect of any matter connected with any work to which this Act relates.”

Section 10 (2) – Section 10 (15) provide the mechanism for implementing the dispute procedure.

22. Mr Watson-Gandy goes on to submit the only way a dispute can arise or be deemed to arise for the purposes of Section 10 (1) is under Section 5. That provides as follows:

“5. Disputes arising under sections 3 and 4

If an owner on whom a Party Structure Notice or counter notice has been served does not serve a notice indicating his consent to it within the period of 14 days beginning with the day on which the Party Structure Notice or counter notice was served, he should be deemed to have dissented from the notice and a dispute shall be deemed to

have arisen between the parties and therefore Section 10 has no application.”

Mr Watson-Gandy argues that as in this case (a) a Party Structure Notice was served under Section 3 but (b) no counter notice was served under Section 4 within the time period of 14 days or at all then no dispute can be deemed to have arisen between the parties.

23. Miss Briggs accepts that the Respondents’ solicitors’ letter dated 19 September 2007 is not a counter notice under Section 4 of the 1996 Act but says that this is immaterial. No counter notice is necessary to enable a party to invoke Section 10 (1). She submits that a counter notice is only necessary where there is a dispute under Sections 3 and 4: see Section 5. Miss Briggs goes on to point out that on a proper reading of the statute there are quite clearly a number of other sections of the 1996 Act which give the Surveyors jurisdiction under Section 10. Indeed, in this case the Surveyors took jurisdiction under Section 11 (8): see Award at Respondents’ bundle, tab B, page 2.
24. I agree with Miss Briggs for the following reasons. First, it is quite clear that the Surveyors have taken jurisdiction under Section 11 (8) of the 1996 Act. There is no reference at all in the Award to Sections 3-5 of the Act. The question therefore is were they correct that there is a jurisdiction which can be founded on Section 11 (8).
25. Second, it is quite clear to me that reading the 1996 Act as a whole there are a number of sections which enable one or either party to invoke Section 10 apart from Sections 3-5. They are as follows:
  - (i) Section 7 and especially Section 7 (5) which relates to a dispute about compensation;
  - (ii) Section 11 and especially Section 11 (2) where there is a dispute about responsibility for expenses;
  - (iii) Section 11 (8) where there is a dispute about the payment of expenses to be paid to the adjoining owner in lieu of the carrying out of work to make good damage under the Act;
  - (iv) Section 12 (1) where there is a dispute about the building owner giving security to the adjoining owner before carrying out any work under the Act.

Each of these four provisions specifically invokes the dispute resolution procedure under Section 10. There is no reference in any of them to Sections 3-5.

26. Third, a close reading of paragraphs 8.13-8.14 of Bickford-Smith & Sydenham: Party Walls and Practice supra. provides no support for Mr Watson-Gandy’s submissions. Indeed in my judgement paragraph 8.13 says the opposite:

“There are, however, limits to the surveyor’s jurisdiction in making their award. Their powers derive wholly from the Act, and if they travel outside those powers, the award may be wholly or partly void.”

I agree. Section 11 (8) of the 1996 Act confers jurisdiction on the Surveyors to make an award under the Section 10 procedure. That is a power that derives wholly from the Act.

27. Fourth, whilst Section 10 (1) talks about the situation: “Where a dispute arises or is deemed to have arisen between a building owner and an adjoining owner” the word “dispute” is not defined in Section 20 of the 1996 Act which is the interpretation

section. However, in my judgement Section 11 (8) specifically confers jurisdiction in the situation covered by Section 11 (8) which is the factual situation in this case. Furthermore, Section 11 is headed "Expenses" (the word used in Section 11 (8)) and Section 11 (2) provides:

"(2) Any dispute as to responsibility for expenses should be settled as provided in Section 10."

28. Mr Watson-Gandy's second submission the first ground of appeal is that if he is correct in his interpretation then the Respondents to this appeal are not prejudiced in any way but have a remedy against the Appellant in the County Court (this case) or in a case involving a larger disputed sum of money in the High Court. He refers me again to paragraph 8.13 of Bickford-Smith & Sydenham: Party Walls Law and Practice and Gyle-Thompson and others v Wall Street Properties Limited [1974] 1 All ER 295 headnote (b) and per Brightman J (as he then was) at 302 letters c, e and g. Finally, Mr Watson-Gandy submits that there must be a "dispute" within the meaning of Section 11 (2) in order to invoke the Section 10 (1) jurisdiction. Miss Briggs submits that this is not correct for the reasons I have already set out.

29. I reject Mr Watson-Gandy's submissions. As I have already indicated there is nothing in Bickford-Smith & Sydenham: Party Walls Law and Practice which assists Mr Watson-Gandy. Furthermore, if the 1996 Act gives jurisdiction then there is no need for the Respondents to go to the County Court to seek a remedy in tort. That is self-evident. But finally, I have already dealt with the point under Sections 11 (2) and 11 (8) earlier in my judgment but I must emphasise that in my judgement Section 11 (8) confers a direct jurisdiction on the Surveyors in the situation where the building owner is required to make good damage under the Act. That provides:

"... the adjoining owner has a right to require that the expenses of such making good be determined in accordance with Section 10 and paid to him in lieu of the carrying out of work to make the damage good."

There is no need for the word "dispute" to appear in Section 11 (8) because it confers a direct jurisdiction on the Surveyors in the circumstances in which Section 11 (8) applies and requires the Section 10 procedure to be followed.

30. If I am wrong about this then in my judgement one reaches the same result by applying Section 11 (2) which specifically states that any dispute as to responsibility for expenses should be settled as provided in Section 10. Section 11 (8) is part of Section 11 and Section 11 is headed "Expenses". Section 11 (8) only has meaning if there is a dispute between the parties. If there was no dispute then there would be no need to invoke Section 10.

For these reasons I reject the Appellant's arguments that the Surveyors in this case did not have jurisdiction to make the Award. In my judgement they clearly did have such jurisdiction.

## Issue 2: Costs

31. Mr Watson-Gandy challenges the award of costs by the Surveyors set out in their Award at paragraphs 4-6: Respondents' bundle, tab B, page 3. Those are the awards in respect of the Adjoining Owners' Surveyor's fee; the Adjoining Owners' barrister's fee and the Appellant's appointed Surveyor's fee.

32. Mr Watson-Gandy makes the following submissions. First, he says that the figures awarded by the Surveyors in each case are on an indemnity basis because they were the full amounts claimed by the Respondents. He submits that the Surveyors

have no power to award indemnity costs. Their powers are contained in Section 10 (13) of the 1996 Act which provides as follows:

“(13) The reasonable costs incurred in –

- (a) making or obtaining an award under this section;
- (b) reasonable inspections of work to which the work to which the award relates; and
- (c) any other matter arising out of the dispute,

shall be paid by such of the parties as the surveyor or surveyors making the award determine.”

- 33. Mr Watson-Gandy submits that in the Award there is simply the order that the various costs should be paid by the Appellant and no reasoning as to why the Surveyors considered those costs to be “reasonable costs” under Section 10 (13).
- 34. Mr Watson-Gandy’s second submission is that counsel’s fee note appears wholly or in part to be in relation to the drafting of court proceedings where no such proceedings have in fact been issued or produced. This he submits ties in with the various references in the letters from the Respondents’ solicitors to issuing proceedings.
- 35. Mr Watson-Gandy’s final submission is that the sums made in the Award under paragraphs 4-6 are outwith the jurisdiction of the Surveyors because they have no power to direct that the sums should be paid by the Appellant to third parties. He relies on Bickford-Smith and Sydenham: Party Walls Law and Practice, paragraph 8.13, example (e):

“An award cannot direct a payment to be made to a person who is not entitled to it under the Act.”

The authors cite Re Stone v Hastie [1903] 2 KB 463 at 473-474 per Collins M.R, where a payment to a tenant of adjoining property was held to be outwith the jurisdiction of the Surveyors.

- 36. Miss Briggs makes a number of submissions based on the facts of the case and in any event submits:
  - (a) that the costs awards are reasonable under Section 10 (13); and
  - (b) that on their face the payments ordered in paragraphs 4-6 Award are not in any event an order that the Appellant pay those individuals direct.
- 37. I reject Mr Watson-Gandy’s submissions for the following reasons. First, I have set out the terms of the Award, including paragraphs 4-6, earlier in this judgment. In my judgement a proper reading of the Award and in particular paragraphs 3-6 make it quite clear that what the Surveyors are doing is itemising the sums which the Appellant should pay to the Respondents. I do not read paragraphs 4-6 as an instruction to the Appellant to pay
  - (a) the Adjoining Owners’ surveyor’s fee; and
  - (b) the Adjoining Owners’ barrister’s fee



directly to the Adjoining Owners' surveyor and the Adjoining Owners' barrister. They are awards of fees which the Adjoining Owners have incurred in dealing with and resolving this dispute. The common sense view is that the Appellant would pay the Adjoining Owners those monies which would then be in due course remitted to their surveyor and barrister.

38. Second, it is clear that the Appellant did not in this case participate in the Award process at all. Neither did he make any representations about costs, either himself or through solicitors. In view of his deliberate absence from the process I can see no reason to imply a duty or obligation on the Surveyors to ask the Appellant for his representations on the costs claimed by the Adjoining Owners.
39. Third, in my judgement the obligation on the Surveyors is to assess the reasonable costs incurred in making or obtaining an award under this section. There can be nothing wrong in principle with the Adjoining Owners (who are not professionally qualified) using their own surveyors, solicitors and counsel. The limitation in Section 10 (13) is that the costs should be "reasonable costs". There is no material at all before me to the effect that the Surveyors in this case did not have that provision in mind and did not apply it to the material before them. I emphasise that no material was put before them by the Appellant who chose deliberately not to participate in the process.
40. Fourth, it is clear from the witness statement of Mr Subhash Chander Bagga that the solicitors' fees and barrister's fees referring to paragraph 5 of the Award were directly incurred only in the giving of advice on, and the operation of the procedure under Section 10 of the 1996 Act: Respondents' bundle, tab G.
41. Fifth, using my own knowledge of assessing costs as a judge at first instance and looking at the material before me as a whole, I would not find that the costs awarded by the Surveyors in this case are unreasonable but that they are reasonable costs within Section 10 (13).
42. If I am wrong that paragraphs 4 and 5 of the Award are instructions for the Appellant to pay the Adjoining Owners' surveyor, barrister and solicitor directly then I would modify the Award to specifically provide that those sums should be made payable by the Appellant to the Respondent.
43. Finally, I consider paragraph 6 of the Award which is an instruction that the Appellant pay their appointed Surveyors' fee of £1,150 plus VAT for dealing with the Award. As I have indicated the Appellant chose to take no part in the process. Section 10 (4) provides as follows:

"If either party to the dispute –

- (a) refuses to appoint a surveyor under sub-section (1) (b), or
- (b) neglects to appoint a surveyor under sub-section (1) (b) for a period of ten days beginning with the day on which the other party serves a request on him,

the other party may make the appointment on his behalf."

44. It is quite clear that this is what happened in this case: see the Award, Respondents' bundle, tab B, page 2:

"AND WHEREAS the Adjoining Owners consented to the notices damage has now been occasioned by the works and the two Owners are unable to agree the expenses under Section 11 (8).

Accordingly counter notice was served by the Adjoining Owner for rectification of the defects on 19 September 2007. The Building Owner did not respond to the notice and accordingly an appointment was made by the Adjoining Owner under Section 10 (4).”

It is agreed between both parties that no counter notice was served by the Respondents for rectification of defects on 19 September 2007. However, it is clear as a matter of fact that at no time did the Appellant respond to that letter or take any part in the process. Accordingly the Respondents appointed Mr Barry Smith as their Surveyor and Miss Sara Burr to act on behalf of the Building Owner. Both Surveyors then appointed Mr Harold Coyne as the Third Surveyor in accordance with the provisions of the Act. The two original Surveyors then made their Award.

45. Section 10 (13) of the 1996 Act in relation to the payment of reasonable costs enables the two Surveyors making the Award to order the Appellant to pay the reasonable costs of Miss Burr's fee plus VAT because it was incurred in making or obtaining an Award under Section 10: see Section 10 (13) (a). For this reason the Appellant is also liable to pay Miss Burr's fee plus VAT and as there is no evidence before me that this was not a reasonable cost then there is no merit in this submission either.

#### Conclusion

46. For these reasons the appeal is dismissed.

*Approved.*  
*KHJ*  
*20th June 2008*

AN AWARD under the provisions of the Party Wall etc. Act 1996 to be published to the appointing owners in accordance with Section 10 (14).

WHEREAS Mr Onigbanjo of Mark One Property Services, 13 Jack Clow Road, West Ham, London E15 3AR (hereinafter referred to as the Building Owners) owners of the premises known as 15 Urswick Road, Hackney, London E9 6EG did on the 27<sup>th</sup> day of January Two Thousand and Five serve upon Mr & Mrs Pearson 17 Urswick Road, Hackney, London E9 6EG (hereinafter referred to as the Adjoining Owners) owners within the meaning of the Act of the adjoining premises known as 17 Urswick Road, Hackney, London E9 6EG Notice of their intention to exercise the rights given to them under the Party Wall etc. Act 1996, sections 2 (2) (a)(b)(c)(d)(e)(f)(j)(k)(l)(m) & (n) and 6 (1) by executing works as more particularly defined in the Notice.

AND WHEREAS the Adjoining Owners consented to the notices damage has now been occasioned by the works and the two Owners are unable to agree the expenses under section 11(8). Accordingly counter notice was served by the Adjoining Owner for rectification of the defects on 19<sup>th</sup> September 2007. The Building Owner did not respond to the notice and accordingly an appointment was made by the Adjoining Owner under section 10(4).

AND WHEREAS a dispute was deemed to have arisen under section 10.

AND WHEREAS the Adjoining Owners did appoint Barry Smith of BCS Consulting, Winston House, 2 Dollis Park, Finchley Central, London N3 1HF to act as their Surveyor and the Adjoining Owners did appoint Sara Burr BSc (Hons) MRICS of Kenneth Burr Associates, 8 Shenden Way, Sevenoaks, Kent TN13 1SE to act on behalf of the Building Owner.

AND WHEREAS the two Surveyors so appointed did select Harold Coyne BSc FRICS of Coyne and Co., 13 Station Parade, Whitchurch Lane, Canons Park, Edgware, Middlesex HA8 6RW to act as Third Surveyor in accordance with the provisions of the Act, and in the event of his being


unable or unwilling to act and their being unable jointly to agree upon a substitute, they have agreed that another Third Surveyor shall be selected by the Appointing Officer of the Local Authority in accordance with Section 10(8) of the Act.


NOW WE, being two of the three Surveyors so appointed DO HEREBY AWARD AND DETERMINE as follows:-

1. That the Schedule of Remedial Works dated 13<sup>th</sup> November 2007 attached hereto and signed by us the said two Surveyors forms part of this Award, and lists the various items of damage at the Adjoining Owners' property considered attributable to the works carried out by the Building Owners. This is confirmed by Al-Rasheed Architects in their letters dated 13<sup>th</sup> June and 18<sup>th</sup> July 2005.
2. That the Building Owners Surveyor obtained 3 competitive quotations for carrying out the works. The tenders being £16,870.00 + VAT, £18,535.90 + VAT and £13,495.00 + VAT.
3. That within 21 days of the signing of this Award the Building Owners shall pay the Adjoining Owners the sum of £13,495.00 + VAT as payment in lieu of making good the damage referred to on the attached Schedule of Remedial Works and quotation dated 14<sup>th</sup> December 2007 from T. Bourne & Sons.
4. That upon the signing of this Addendum Award the Building Owners shall pay the Adjoining Owners' Surveyor's fee of £2,145 plus VAT for dealing with this Addendum Award.
5. That upon the signing of this Addendum Award the Building Owners shall pay the Adjoining Owners' Barrister's fee of £500 plus VAT and Solicitor's fee of £5,189.50 plus VAT for dealing with this Addendum Award.
6. That upon the signing of this Addendum Award the Building Owners shall pay their appointed Surveyor's fee of £1,150 plus VAT for dealing with this Addendum Award.

7. That the said Surveyors reserve the right to make and issue any further Award or Awards that may be necessary, as provided in the said Act.

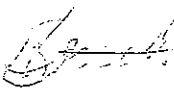
IN WITNESS WHEREOF we have set our hands this 10TH day of MARCH  
Two Thousand and Eight

Surveyor to the Building Owners 

Witness P. 

Occupation: Company Secretary

Address: 8 Shenden Way, Sevenoaks

Surveyor to the Adjoining Owners 

Witness K. E. ANDREWES

Occupation SECRETARY

Address 88 MILTON AVENUE, BARNET, HERTS, EN9 2EU