

Zbigniew Jonski
Magic Decorators
...
Prestonpans, Edinburgh, EH32 9NH

4th June 2007

Subject: Time is of the essence

Dear Sir,

Sale of Goods Act 1979/Supply of Goods & Services Act 1982

On Wednesday 25st April 2007 you commenced work on my property at [.....], Edinburgh, by mutual agreement. The work involved decoration of the house (primarily the living room), some structural work on three door joists (to narrow the doors) and the purchase and hanging of four doors (of type 'Clevedon', as can be viewed on the web at the address <http://www.directdoors.com/?prod=483>, plus eight door handles). You stated that the decoration would be finished on Saturday 28th April 2007, and that the doors would arrive within two weeks of the commencement date. Payments commenced at various points during the decoration, and to-date I have transferred £1,900 pounds to your bank account (for materials and labour). To-date **painting in the hall remains unfinished (gloss paint one door frame and skirting boards) and the doors have not been delivered (and hence not hung)**. Repeated attempt by myself to find out which company or service you ordered the doors from have yielded no useful information; hence I must legally protect myself from further excessive delay with this measure.

Under the above Act you are required to **deliver the goods and complete the work** within a reasonable time. As just under **six weeks** have now elapsed since I placed the order, you have failed to fulfil this statutory requirement .

I am now making time of the essence. If you do not **deliver the goods and complete the work** by Tuesday 19th June 2007 I will hold you in breach of contract and will expect you to refund the money I have paid corresponding to the materials and work left undelivered. I calculate this amount as £460, calculated as follows: £410 for cost of the four doors (and eight door handles) and for the labour of hanging them, plus £50 for the cost

of labour for finishing the painting in the hallway.

If Tuesday 19th June 2007 passes without completion of the work and you thereafter fail to refund my money I shall have no alternative but to issue a claim against you in the county court for recovery of the money **together with interest and incidental costs incurred**, without further reference to you.

Also, I still reserve the right to pursue you in the civil courts for damages and incidental costs at my discretion.

I look forward to hearing from you within the next three days.

Yours faithfully,