

Memorandum

Large
and
ASSOCIATES

Consulting Engineers The Gatehouse 1-2 Repository Road Ha Ha Rd London SE18 4BQ ☎ 44[0]20 8317 2860 fax [0]20 8317 2859

largeassociates@aol.com

To: **Ms Jane Muir RIBA**

M3113-m6

From: **John H Large**

18 January 2006

Subject: **ELDEN CROY RIBA – MR & MRS BEER, 12 GARFORD STREET, LONDON E14**

Mr & Mrs Beer have asked me to provide a statement in support of their complaint of 7 January 2006 about the behaviour of Mr Elden Croy, namely that he has failed to observe the Institute's code of Professional Conduct, especially Principles 1.3, 1.5 and 3.1.

My statement is as follows:

- 1 I am John H Large, a Chartered, Consulting Engineer, a Fellow of the Institution of Mechanical Engineers, a Graduate Member of the Institution of Civil Engineers, a Member of the British Nuclear Energy Society, and a Fellow of the Royal Society of Arts.
- 2 My recent involvement with Mr & Mrs Beer is that I acted as their Surveyor on a party wall matter. Mr & Mrs Beer are the Adjoining Owners to the immediately adjacent property where works are being supervised by Mr Elden Croy.
- 3 Mr Croy also acted as the Surveyor to the Building Owner in respect to party wall matters and my knowledge of and contact with him has been in this respect.
- 4 I shall not comment here in any detail about the party wall matter which is subject to a Party Structure Award under the Party Wall Etc. Act 1996 other than to refer to the general nature of the correspondence and, specifically, to the letters that Mr & Mrs Beer cite in their letter complaining to Mr Croy of 6 January 2006.
- 5 Similarly, I shall make no comment on my opinion as to the competence of Mr Croy in designing and supervising the works, or in respect to his detailed management of the party wall agreement.
- 6 In considering this complaint, I suggest that the Institute may wish to take into account that Mr Beer, previously a schoolteacher, local councillor and Deputy Mayor of the London Borough of Tower Hamlets, is a longstanding (of 20

years) Justice of the Peace (magistrate) who enjoys good repute in the local community.

- 7 Mr Croy knew of Mr Beer's magisterial duties and standing in the local community. Indeed, I informed him of this early in the party wall proceedings because of the need for extra vigilance in maintaining security of Mr & Mrs Beer's property, particularly during the period when the garden boundary wall was to be demolished.
- 8 Mr and Mrs Beer's complaint relates to comments contained in two separate letters sent to me by Mr Croy – both of these letters were copied by Mr Croy to Mr & Mrs Beer and to Mr Croy's instructing client Mr Maxwell.
- 9 First, in his letter of 17 December 2005 (para 2) Mr Croy states:

*"... You state that you can not [sic] accept the Schedule of Defects created upon inspection 08.08.05 to No. 12 Garford Street as a representative and accurate record of the condition of the property of the Adjoining Owners. I have no alternative but to confirm my acceptance of this schedule. At the time the schedule was recorded you had deemed yourself incapable of acting as surveyor to the Adjoining Owners. As such I progressed party wall matters as is allowed in the Act. I can not go back on determinations made within the terms and conditions of the Act. It would be unprofessional for me to do so. It would be wholly unfair to the Building Owners to go back on determinations already made. It is wholly unfair to expect party wall matters to stop and start at the whim of yourself and/or the Adjoining Owners. **Furthermore I can not [sic] now inspect the Adjoining Owners' property and be certain that the property has been left in the state I found it in back in August before my determinations were made, especially in light of the Adjoining Owners appearing to be unnecessarily acrimonious regarding my attempt to conclude party wall matters. . . "***

[my emphasis]

- 10 I have observed some contention between the inhabitants of Garford Street but, to my opinion, this has been nothing more serious than one finds in similar situations between neighbours in any urban street and, even so, Mr and Mrs Beer have never expressed to me any acrimony towards Mr Croy or his instructing client – I would go so far as to state that I do not believe such a trait to be in the characters of Mr and Mrs Beer. Indeed, much to the contrary, Mrs Beer has noted to me on several occasions her thanks to Mr Croy for acting so promptly and effectively when dealing with noise and dust issues arising from the works to the adjacent property.
- 11 I should note here that I inspected the property in August and more recently in December 2005 and there is no evidence whatsoever that further damage has been intentionally (and maliciously) inflicted by Mr and Mrs Beer upon their own property, which is what Mr Croy seems to be implying.

12 Second, in the letter of 4 January 2006 (para 3) Mr Croy states:

*" . . . Concerning your professional fees in regards to these matters, I ask you again for a schedule of payments that have been made to you by the Building Owner to date. I do not know why you seem to refuse to do this. I need this to be able to sort out what still may be owing. I understand that you have been paid at least 1,925+VAT by the Building owner to date for the initial award; this payment included for 3 no. site visits. You have also, since agreeing this basic award, agreed an Addendum Award for the works specific to the join of the rear boundary walls. You have come out to site to inspect the underpinning of the party wall. I ask that you put forward additional hours that you believe you are owed so that this may be accounted for legitimately as pertaining to party wall related matters only. **The building owner can not [sic] be expected to pay for excessive hours that might relate to possible vexatious behaviour on the part of the Adjoining Owners. . . .**"*

[my emphasis]

13 This statement seems to have been prompted by a running dispute about fees for my involvement with party structure award (which is not of direct concern here), with Mr Croy implying what he considers to be excessive hours arising from the vexatious behaviour of Mr and Mrs Beer.

14 My experience of the behaviour of Mr and Mrs Beer is entirely to the contrary.

15 Throughout the party wall works, for a period over about 14 months, Mr and Mrs Beer have acted entirely correctly towards Mr Croy and his client Mr Maxwell.

16 Where it has been necessary for Mr and Mrs Beer to bring to the attention of Mr Croy matters relating to the party wall works (excessive noise, vibration, etc) they have done so by channelling this through me acting as their Surveyor.

17 On a very few occasions, Mrs Beer (who is at home most of the working day) has asked the building operative to modify the work practice in consideration of her residential occupation so close to the works. For example, whilst Mr Croy was absent on holiday and the works were apparently unsupervised, there occurred some unannounced, very heavy Kango hammering work in close proximity to or possibly under the party wall, all of which was resolved directly by Mrs Beer in a very cordial manner with the building foreman.

18 Moreover, Mr and Mrs Beer have offered every assistance to Mr Croy to facilitate and enable the works to progress expeditiously, including having a large shed moved into their recreational garden space, sections of their garden fenced off, their drains and water supply temporarily isolated all, I add, not at sometimes considerable inconvenience to themselves, their having to suffer the noise, dust and dirt associated with demolition and foundation works taking place immediately adjacent to their residential property.

- 19 Thus, I am very surprised at Mr Croy's allegation of vexatiousness on the parts of Mr and Mrs Beer: Mr and Mrs Beer's instructions to me on the party wall matter bear no evidence of this, they have always been conducive and cooperative throughout, and I have never sensed vexatious or similar intent or action on their parts that would serve to frustrate and/or delay the party wall and associated works or to cause annoyance and trouble to Mr Croy or Mr Maxwell.
- 20 Finally, I now refer to the style of address adopted by Mr Croy when referring to Mr and Mrs Beer. This is that he referred to Mr and Mrs Beer as 'the Beers', seemingly labouring the point by referring to everyone else by proper title, Christian and surname, etc.. (for example the copy list of a letter from Mr Croy typically reads '*copy to Andrew Maxwell, Mr John Large and to the Beers*').
- 21 I am not sure to what purpose Mr Croy pursued this practice and if he recognised that some (as did Mr and Mrs Beer) would find it an impolite form of address. Whatever, he persisted with it until very recently when I advised Mr Croy to refrain from it, noting to him that Mr and Mrs Beer find it an impolite form of address.
- 22 Whereas it is not for me to opine on Mr Croy's professional conduct, I must express my surprise and disappointment of his choice of phrase and words ('*acrimonious*' and '*vexatious*') when referring to the behaviour of Mr and Mrs Beer. Indeed, even for Mr Croy to hint that Mr and Mrs Beer would maliciously damage their own property and that they intentionally acted to frustrate and trouble the other parties involved is, at best, incredibly poor judgement.
- 23 Moreover, when I consider that Mr Croy knew of Mr Beer's long service as a Justice of the Peace, these entirely unfounded allegations assume a greater gravity because, conveyed to third parties (myself and Mr Maxwell), there is risk that Mr Beer's standing in the local community could be damaged.
- 24 For this reason alone, I believe that the complaint against Mr Croy deserves the most thorough investigation and consideration by the Royal Institute of British Architects.
- 25 I have no objection to this statement being copied to Mr Croy.

JOHN H LARGE
LARGE & ASSOCIATES
CONSULTING ENGINEERS