

## **GARDENING LEAVE**

### **General Information**

#### **Generally**

Barrow and Boots Ltd (B & B) are a landscaping company that specialises in the external areas of expensive homes. This often involves significant earthmoving, water features, driveways, paving, boundaries, gazebos and summerhouses, and the detailed planting schemes.

Penelope and William Lawson-Johnson recently purchase Hillside Manor, an historic country house in the Cotswolds and, on recommendation from close friends, engaged B & B to totally overhaul the gardens, including forming a lake with a jetty for boating. B & B gave a budget and sketch schemes for the works, and, after some negotiation, agreed a contract price of £265,000 plus VAT and a target programme of 26 weeks.

For the first few weeks progress was good. The major excavation works for the lake were completed in good time and the clay lining was well under way when Penelope summoned Chris, the project manager and a Director of B & B, to a site meeting. She handed Chris a page from a trendy magazine which showed a lake of similar size but with an island and a gazebo. She wanted the same and instructed Chris to create an island and reposition the gazebo planned for elsewhere. B & B carried out her wishes. Penelope attended on a daily basis and adjusted the shape of the island, and the lake, a few times before giving the scheme her final approval. Meanwhile, some 18 of the 26 weeks had gone and nothing had happened to the drive, terraces, boundary walls or planting.

William, who had been away on business and returned home in week 20 expecting to see everything complete except for the finishing touches, erupted in anger and called an emergency site meeting. Chris was happy about this (the meeting, not the eruption) because many important decisions had been on hold awaiting William's return, not least the type of paving to the driveway, the type of brick to the boundary walls, the selection of the gazebo and the final planting scheme (which included some semi-mature trees that had to be imported and then craned into position).

William calmed down significantly at the meeting when the reasons for the delays had been explained and some important decisions were made. Chris was able to give a revised completion target of 40 weeks and, because this now included Christmas, William offered Chris a bonus of £10,000 if completion could be achieved by week 35. William then went off to Hong Kong to negotiate more profitable deals leaving Penelope to supervise the works.

In week 22 Penelope showed Chris a page from another trendy magazine showing boundary walls which incorporated architectural metalwork in recessed panels. Chris

brought in a local artist who specialised in metal sculpture, screens and gates. Penelope was delighted with the designs and not only agreed an extra £25,000 to the budget but also paid £20,000 to Chris as an advance payment so that Chris could place the order and oversee the works.

At week 36 Chris pulled off site, still waiting for the metalwork (which delayed the completion of the boundary walls) and unable to complete the driveway (which was the final operation) because the trees had not arrived and the lighting scheme still had to be approved. William returned the next day and another eruption occurred. There was another emergency site meeting but this was much less productive and ended with William threatening to deduct the £10,000 bonus as a penalty for not completing before Christmas. Chris requested payment of an outstanding account, William said "not until you have finished" and they both parted in a high state of agitation.

The Christmas break was not a season of goodwill. The muddy drive and incomplete boundary walls made Penelope and William feel that they were living in a war zone, and William, home for several weeks, began a detailed inspection of his estate, listing pages of defects and incomplete works. Indeed, he was so cross about what he saw that he called a local surveyor to prepare a full report.

The surveyor's report landed on Chris's desk when he returned from spending the New Year in Tenerife. Rested, bronzed and eager to complete this important project, his mood was changed at a stroke when he read the report which concluded that B & B had been overpaid and stating that another firm was being engaged to complete the works. Chris tried to speak with William, but he had gone to Sydney and Penelope was under strict instructions not to say anything to Chris except to demand repayment of money owed (according to the surveyor).

Chris went to a solicitor to seek advice, who in turn wrote, in conciliatory terms, to the Lawson-Johnsons. After several weeks of silence, the partner of a large city solicitor wrote to Chris's solicitor threatening action to recover the alleged overpayment. Six months later they are attending this mediation. Proceedings have not yet commenced but the Lawson-Johnsons are likely to be the Claimants if they do.

#### **Attending the mediation:**

Chris Barrow                    (B & B Director)  
Lawyer

Penelope OR William Lawson-Johnson  
City lawyer

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