

WBL Logbook Sheet Template

Competency e.g. 1	Learning Outcome e.g. 1.1	Example Number
1	1.3	2
Evidence provided		
e.g. letter to client dated 01.01.2017, Telephone attendance note dated 01.01.2017		
E-mail to the client dated 26 February 2021. Letter of Demand dated 17 March 2021		
Explain how the example meets the learning Outcome and how the evidence shows this		
<p>Relevant Issue:</p> <p>I was instructed by an administrator of a company (which had entered into administration). The Company was owed a number of debts both secured by way of legal charges over the debtors property and personal guarantees provided by the director.</p> <p>The Administrator provided instructions to petition for the guarantor's bankruptcy under the terms of the guarantees. However, there is case law which provides that a statutory demand is not sufficient to constitute demand for repayment under a personal guarantee (<i>Donald Martin v McLaren Construction Limited [2019] EWHC 2059 (ch)</i>). Therefore, until demand had been made the guarantor's liability did not become payable and my client could not proceed to serve the guarantor with a statutory demand.</p> <p>How I dealt with the Issue:</p> <p>On 26 February 2021, I advised my client that before proceeding to serve the guarantor with a Statutory Demand, we firstly had to make demand under the terms of the guarantees. I also provided my client with draft letters of demand.</p> <p>The action I took to deal with the Issue:</p> <p>I pointed out the legal issues to my client in proceeding to serve the guarantor with a Statutory Demand, without firstly making demand under the terms of the guarantee. I also provided my client with draft letters of demand to the guarantor and, subsequently served the letter of demand on the Guarantor.</p> <p>Once demand had been made, my client was at liberty to proceed to serve a Statutory Demand on the Guarantor once the time for payment / response set out in the demand had passed.</p> <p>1.3 Example 2 – Logsheet</p>		
Reflection and evaluation		
Describe what you learnt from the activity you undertook to meet the Learning Outcome. You may want to complete this section at a later date once you have had time to reflect on your practice and experience.		

It is import to consider any legal issues which may hinder any legal proceedings at the outside. If any action is taken incorrectly then this will have a detrimental effect on your client's cases and incur wasted costs

**Date work completed:
(i.e. evidence date)**

26/02/2021

Applicant's Name
Please print name

Applicant's signature

I confirm that the work within the evidence is my own work

Date

[REDACTED]

From: [REDACTED]
[REDACTED] 26 February 2021 14:39
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]
Attachments: letter of Demand - [REDACTED]

Good afternoon [REDACTED],

I hope you're well?

I write further to your instructions to now proceed with the statutory demands against [REDACTED].

Before we can proceed to serve the Statutory Demand we will firstly have to call up the Guarantees. The Statutory Demand itself is not sufficient to constitute demand for repayment under the Guarantees and, until such time as demand is made, [REDACTED] guarantee liability does not become payable (Donald Martin v McLaren Construction Limited [2019] EWHC 2059 (ch)).

In view of the above, I have updated the draft letters of demand sent to you shortly before your instructions to hold action. However, you will note that to make things a little "cleaner" we have drafted a demand for each liability to [REDACTED]. I note that [REDACTED] does not feature in the outcome and redemption statements provided, I therefore presume that this liability has now been fully discharged?

I have calculated the additional interest from 17 February 2021 (the date of the redemption statement) to 26 February 2021 and I have set out below a breakdown of the sums claimed in the demand:

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

I have excluded any estimated expenses and/or estimated realisation which are contained on the outcome statements provided by the Receivers. This is so that the figure in the demands reflect the true debt position as at today's date. One thing I would point out is that as at the date of demand, interest will accrue in accordance with the terms of the Guarantees (ie 8% above Barclays base rate).

Please do let me know if you are happy for me to send the attached letters of demand and/or if you have any comments / queries regarding the same.

Kind regards

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Our ref 103R/ [REDACTED]

Strictly private and confidential

[REDACTED]
[REDACTED]
[REDACTED]

LETTER OF DEMAND

Direct tel +443330 [REDACTED]
Direct fax +44333 [REDACTED]

Date 26 February 2021
Email [REDACTED]

Dear Sir

Guarantee and indemnity deeds dated [REDACTED] respectively, provided by [REDACTED] (the Guarantor) in favour of [REDACTED] in relation to the obligations of [REDACTED] (the Company) (the Guarantees)

We are instructed on behalf [REDACTED], joint administrators of [REDACTED].

Unless expressly defined otherwise, all words and expressions defined in the Guarantees shall have the same meaning in this letter.

The Company has failed to pay the Guaranteed Obligations.

This letter is formal notice from [REDACTED] that it now demands immediate payment of the sum of [REDACTED] being amounts due to [REDACTED] including interest. This comprises the sums due to [REDACTED] under the Guarantees.

Please make payment in full the sum of [REDACTED] in cleared funds, immediately. Please remit this amount to the following account:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Interest will continue to accrue on all amounts due to [REDACTED] from the date of this letter, until payment is received in full. The interest rate applicable under to the terms of the above personal guarantees is 8% per annum above Barclays Bank base rate.

Should there be any further actual liabilities or contingent liabilities not included in the amount demanded above, [REDACTED] reserves its rights in respect of any claim it may have including without limitation, the right to make further demand. No action or inaction by [REDACTED] constitutes a waiver of or restricts the exercise of any of [REDACTED] rights.

If we do not receive the above payment from you by **8 March 2021**, we put you on notice that [REDACTED] shall proceed to exercise its rights under the Guarantees against you personally.

