

LEONARD A. SCLAFANI, P.C.

COUNSELLORS-AT-LAW

18 E. 41ST STREET

SUITE 1500

NEW YORK, NEW YORK 10017

(212) 696-9880

TELEFAX: (212) 949-6310

August 22, 2007

Elena Sassower
16 Lake Street - Apt 2C
White Plains, New York 10603

RE: John McFadden v. Elena Sassower
Premises: 16 Lake Street - Apt 2C
White Plains, New York

Dear Ms. Sassower:

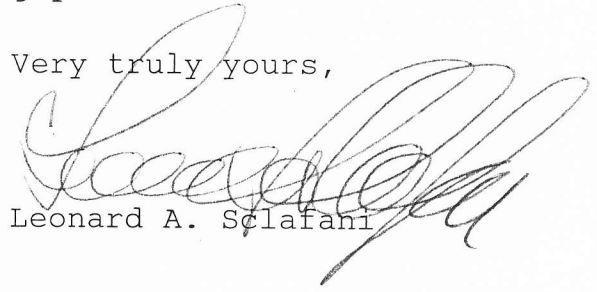
Mr. McFadden acknowledges receipt of your check No. 389 in the sum of \$1,660.00. Mr. McFadden has accepted the check in satisfaction of your obligation to pay said amount as use and occupancy for the month of June, 2007 without prejudice to Mr. McFadden's claims and causes in the above referenced proceedings as per the Court's order of July 16, 2007. I note that you remain in default of the Court's order in that you have not paid use and occupancy for the months of July and August, 2007. Hopefully, you will cure your default forthwith. In the event that you fail to do so, Mr. McFadden will seek relief from the Court in the form of a default judgment, an order striking your answer, contempt, monetary sanctions and/or such other relief as to which the law may permit.

With respect to the correspondence that accompanied your above identified check, please be advised that Mr. McFadden will not respond to the statements, assertions, claims and arguments expressly stated or implied therein but will reserve any response that may be required for litigation before the Court. Suffice it to say that Mr. McFadden rejects and/or denies, generally, the statements, claims, arguments and allegations, express and implied, contained in your correspondence.

EXL-1

Please guide yourself accordingly.

Very truly yours,



Leonard A. Sclafani

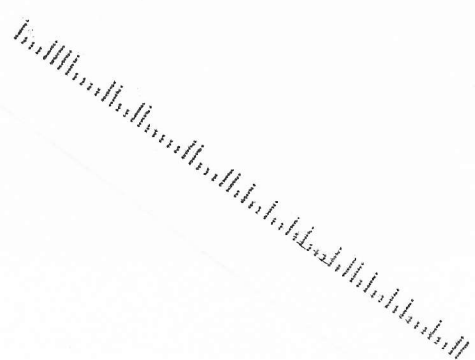
cc: Justice Eric Press

LEONARD A. SCLAFANI
COUNSELLORS-AT-LAW
18 E. 41ST STREET
SUITE 1500
NEW YORK, NEW YORK 10017



Elena Sassower
16 Leake Street - Apt 2c
White Plains, New York 10603

1050033252 0037



LEONARD A. SCLAFANI, P.C.

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18 E. 41ST STREET
SUITE 1500
NEW YORK, NEW YORK 10017
(212) 696-9880
TELEFAX: (212) 949-6310

August 22, 2007

Elena Sassower
16 Lake Street - Apt 2C
White Plains, New York 10603

RE: John McFadden v. Elena Sassower
Premises: 16 Lake Street - Apt 2C
White Plains, New York

Dear Ms. Sassower:

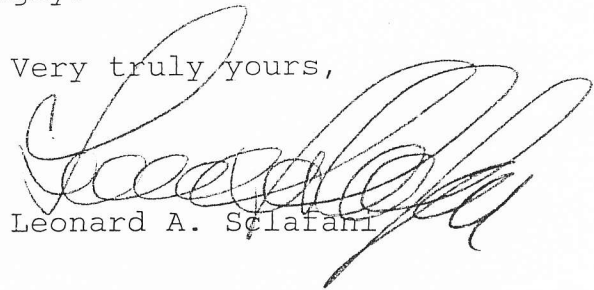
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With respect to the correspondence that accompanied your above identified check, please be advised that Mr. McFadden will not respond to the statements, assertions, claims and arguments expressly stated or implied therein but will reserve any response that may be required for litigation before the Court. Suffice it to say that Mr. McFadden rejects and/or denies, generally, the statements, claims, arguments and allegations, express and implied, contained in your correspondence.

EXL-2

Please guide yourself accordingly.

Very truly yours,



Leonard A. Scialfani

cc: Justice Eric Press

LEONARD A. SCIALFANI
COUNSELLORS-AT-LAW
18 E. 41ST STREET
SUITE 1500
NEW YORK, NEW YORK 10017

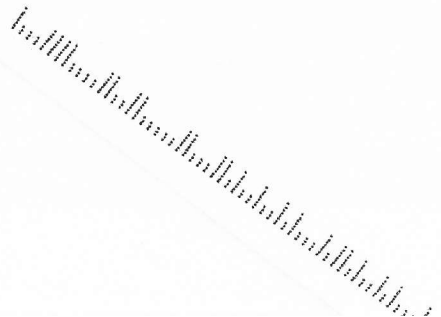
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE
CERTIFIED MAIL



7002 0510 0002 0249 0288

Elena Gassawer
16 Lake Street - Apt 2c
White Plains, New York 10603

106030288 0002



UNITED STATES POSTAGE
PITNEY BOWES
02 1P
0002608153
AUG 23 2007
MAILED FROM ZIP CODE 10017
\$ 005.210

Elena Ruth Sassower

16 Lake Street, Apt. 2C
White Plains, New York 10603

E-Mail: elenaruth@aol.com

Tel. (914) 949-2169
Fax (914) 428-4994

BY FAX: 212-949-6310 (2 pages)

August 31, 2007

Leonard A. Sclafani, Esq.
18 East 41st Street, Suite 1500
New York, New York 10017

RE: Safeguarding the Integrity of these Proceedings
McFadden v. Sassower, White Plains City Court #SP-1502/07

Dear Mr. Sclafani,

On Monday afternoon, several hours after our appearance before Judge Brian Hansbury, the mailman delivered to me two envelopes from you. Each was addressed to me, each had been sent by regular mail, each certified mail/return receipt (#7002-0510-0002-0249-0288, #7002-0510-0002-0249-0271), and each bore the date "Aug 23 2007" on Pitney Bowes postage meter labels. Inside the envelopes were identical letters which you had written to me, dated August 22, 2007, one the original and the other a copy, neither of whose two pages were stapled.

Please advise as to what aspect of the content of your letter you wanted to be so certain I received that you did not fax it to me – which would have given you a fax receipt – and why you instead mailed me an original and copy of the letter, each in its own envelope, each certified mail/return receipt?

It would seem that the only reason you would have for mailing me the letter, certified mail/return receipt – and then only by an original letter – was to ensure notice to me of your intent to seek relief against me "in the form of a default judgment, an order striking [my] answer, contempt, monetary sanctions and/or such other relief as to which the law may permit" – if I did not cure my alleged "default" with respect to what you purport as "the Court's order of July 16, 2007".

Nevertheless, you did not await my response to your August 22nd letter – or perhaps even mail it to me – before writing and mailing to me by Fed-Ex overnight delivery, your August 23rd motion for a default judgment and the striking of my answer, which I received on August 24th – three days before your two identical August 22nd letters arrived by regular mail.

Please further advise why – if you actually wrote your August 22nd letter on that date (of which I cannot be sure since you did not fax it to me on August 22nd) – you made no mention of it in your August 23rd motion. Might you have written the letter after you made the motion?¹

¹ Indeed, I cannot be sure that you mailed the letters to me on August 23rd since you used Pitney Bowes postage strips, rather than stamps that the post office would cancel or a post office postage strip, whose date is

Ex C-3

As I do not yet have the transcript of the short August 27th proceeding before Judge Hansbury – although I promptly ordered same – I am uncertain whether Judge Hansbury made any direction with respect to the two checks I mailed Mr. McFadden for June and July and whose alleged return by you I never received: not the check for June, which your motion alleges you returned to me under a June 7, 2007 letter (¶13: Exhibit C) and not the check for July, which your motion alleges you returned to me under your July 10, 2007 letter (¶13: Exhibit C). Apparently, you sent neither of these two letters to me by certified mail/return receipt, as one would expect a lawyer to have done, given the fact that Mr. McFadden’s Petition would be compromised if you retained my checks, rather than promptly returning them to me.

To avoid any inadvertent failure on my part to comply with Judge Hansbury’s direction, I am sending Mr. McFadden two checks replacing my earlier two. I am also putting a “stop” on those two earlier checks – deducting from each replacement check to Mr. McFadden the \$30 the bank charges for “stopping” each check. This, so as not to moot the issue presented by my *sub judice* July 20 2007 letter to Judge Press – an issue reinforced by my affidavit in opposition to your motion.

In view of the false claim at ¶14 of Mr. McFadden’s Petition that “no part” of the June and July “use and occupancy” had been “received”, I will send these two new checks to Mr. McFadden by certified mail/return receipt – further charging Mr. McFadden for such additional cost of proving his “receipt”.

Very truly yours,



ELENA RUTH SASSOWER

cc: Judge Brian Hansbury
John McFadden

Elena Ruth Sassower

16 Lake Street, Apartment 2C
White Plains, New York 10603

Tel. (914) 949-2169
Fax (914) 428-4994

BY CERTIFIED MAIL/RRR: 7002-2030-0007-8572-9143

August 31, 2007

John McFadden
472 Clearmeadow Drive
East Meadow, New York 11554

Dear John,

Enclosed is my letter of today's date to your attorney, Leonard Sclafani, Esq., to which you are an indicated recipient. Also enclosed are the bank confirmations that it has stopped payment on my two prior checks to you – #444 (for June) and # 446 (for July) – at a cost of \$30 for each check. My replacement checks (#395, #396) to you are additionally enclosed, each reflecting the \$30 deduction.

In view of the falsity of ¶14 of your Petition that “no part” of the “use and occupancy” for June and July had been “received”, I am sending these replacement checks to you certified mail/return receipt – likewise deducting the \$5.21 cost of my establishing your “receipt”. I have divided such sum between the two checks, subtracting \$2.60 from check #395 and \$2.61 from check #396.

Mr. Sclafani's August 22nd letter to me – to which he does not indicate you as a recipient – advises that you will not respond to “the statements, assertions, claims and arguments expressly stated or implied” in my letters to you, “but will reserve any response that may be required for litigation before the Court.” Does this include my repeated offers that we sit down together “to discuss our respective rights and obligations so as to reach a mutually-beneficial resolution of our differences”?

Finally, I enclose a \$1,660 check (#397) to cover my September 2007 occupancy. As set forth by my prior letters to you:

“please deduct the further \$115 from the monies I laid out years ago for purchase and installation of the stove and refrigerator in the good faith belief that these would come off the ultimate sale price of the apartment.

If you prefer, you may also deduct the \$115 from the \$1,660 I paid you for occupancy in June 2006. As you know, I was deprived of fair use and enjoyment of the apartment throughout that month by reason of the major renovations and repairs you unilaterally arranged for and insisted upon, with the promise that you would thereafter negotiate with me the apartment sale.”

Thank you.



Enclosures

EXL-4



Place Stop Payment Confirmation

ELENA SASSOWER

Date: 08/31/2007

Time: 03:59 PM

Customer Name: **ELENA SASSOWER**

Request: Place stop payment for the following item:
Check #(s) 446
JOHN MCFADDEN
Disputed
\$ 1,660.00

Effective Date(s): **08/31/2007 through 02/29/2008**

Your letter will be sent to: **16 LAKE STREET Apt 2C**
WHITE PLAINS, NY 10603-3837

Service Charge Amount: **\$ 30.00**

Account to be debited: **INTEREST CHECKING XXXXXXXX898**

Information provided must be accurate or the stop payment may not be effective.

ELENA RUTH SASSOWER		1-8168	396
16 LAKE STREET, APT. 2C		210	
WHITE PLAINS, NY 10603-3832		75345898	
DATE <u>8/31/07</u>			
PAY TO THE ORDER OF <u>John McFadden</u>		\$ <u>1,627</u>	<u>39</u> XX
<u>One thousand + six hundred +</u>	DOLLARS		
<u>twenty-seven dollars + thirty-nine</u>			
<u>cents</u>			
MEMO <u>replacement for #446 Elena Ruth Sassower</u>			
⑆021000089⑆ 75345898⑆ 0396			



Place Stop Payment Confirmation

ELENA SASSOWER

Date: 08/31/2007

Time: 03:54 PM

Customer Name: **ELENA SASSOWER**

Request: Place stop payment for the following item:
Check #(s) 444
JOHN MCFADDEN
Disputed
\$ 1,660.00
05/31/2007

Effective Date(s): **08/31/2007 through 02/29/2008**

Your letter will be sent to: **16 LAKE STREET Apt 2C**
WHITE PLAINS, NY 10603-3837

Service Charge Amount: **\$ 30.00**

Account to be debited: **INTEREST CHECKING XXXXXXXX898**

Information provided must be accurate or the stop payment may not be effective.

ELENA RUTH SASSOWER		1-8 168	395
16 LAKE STREET, APT. 2C WHITE PLAINS, NY 10603-3832		210 75345898	
DATE <u>8/31/07</u>			
PAY TO THE ORDER OF	<u>John McFadden</u>	\$ <u>1,627 ⁴⁰/₁₀₀</u>	
<u>One Thousand + Six Hundred +</u>		DOLLARS	
<u>Twenty seven dollars + forty cents</u>			
<small>CITIBANK, N.A. BR. #168 444 MAMARONECK AVENUE WHITE PLAINS, NY 10605</small>			
MEMO	<u>replaced for #444</u>	<u>Elena Ruth Sassower</u>	MP