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Back of Jefferson House in July 2002...



...and in September 2005

Snapshot of case (at 29 Nov 16)

The case stems from an unsupported “*service charge*” demand of £736,000 (US\$1.3m, rate at Oct 06: £1 = US\$1.736) from the leaseholders (*) at [Jefferson House, 11 Basil St, London SW3 1AX, United Kingdom](#) - falsely claiming it was “*for works compliant with the Lease*” (*).

In fact, in spite of repeated, vehement denials, it was used predominantly to build a massive penthouse (sold for £3.9m/US\$6.9m), as well as add 3 other apartments – and related works.

Two of Her Majesty’s courts and a tribunal, with the support of her police, played a key part in the realisation of the fraud.

Despite my accepting, in settlement, “*an offer*” I did *not* owe, ‘my daring’ to stand-up against the fraud i.e. organized crime, led to a continuation of my being persecuted:

- threat of bankruptcy and forfeiture, followed by another fraudulent claim, and another due;
- numerous other unsupported very large “*service charge*” demands;
- libellous and malicious “*crime reports*” processed against me by the police, and circulated widely;
- being tracked, hounded and harassed on a daily basis, and receiving two death threats;
- interference with *all* my means of communication, that includes retention of important items;
- losing over £1 million in potential salary and pension, due to my being unable to work for 8 years, as a result of events with my employer;
- losing over £180,000/US\$312,000 of my very-hard-earned life savings...

...– added to *many* other costs.

(NB: Over a 9-year period, Her Majesty’s judiciary has denied me access to justice and redress 9 times – including once in the European Court of Human Rights, when a British judge was its president:) ([kangaroo courts](#))

(*) See Notes on the next page.

[Version française du document](#)

If the link does not open, try with:

Si le lien ne s’ouvre pas, essayez avec:





NOTES – ‘LEASEHOLD’ SYSTEM:

In England and Wales, apartments are usually sold under a ‘lease’ of up to 100 years, and sometimes more (e.g. [a “198 years” lease](#) for an apartment in my block, that is different from [mine](#)). Rarer until recent years, a growing number of new-build houses are now also sold under a lease.

The ‘lease’ makes the person a ‘leaseholder’, or ‘tenant’ of a ‘leasehold apartment / house’. In effect: the leaseholder pays rent many years in advance – and therefore does *not* own the property.

[“Leasehold is a feudal, wasting asset with opportunities for exploitation, says the Financial Times in a devastating article”](#), (Leasehold Knowledge Partnership, 31 July 16). It is a system that is trapping, one way or another, some 7 million ‘leaseholders’ in the United Kingdom.

A recent government survey found that [“57 per cent of leaseholders regret buying their property”](#) (Mail on Sunday, 8 Aug 16).

To these are added some of those who bought a new-build house e.g. [Guardian's 29 Oct 16 article](#) and 19 Nov 16 [“Now law firms could be sued in the ground rent scandal”](#) - once they realised the meaning of their lease e.g. (1)- an initial ground rent of £400 that reached £409,000 (yes, over 1,000 times the initial amount!);

(2)- discovered that the builder had sold the lease to another party – resulting in ‘the opportunity to buy the freehold’ (see below) being up to 20 times the amount originally quoted. (Unlike for apartments, there is no legal requirement to inform them of the transfer of the lease. However, as demonstrated by my case ([“Landlord Notices”](#)), even if there were, *it would be by-passed*).

Add to that: [“Leasehold sales are bedevilled with ‘extortionate’ charges and game-playing, says the Conveyancing Association”](#), (Leasehold Knowledge Partnership, 3 Aug 16).

Often difficult to understand (e.g. [my Lease](#)), many leases read like a form of enslavement: rights principally for the owner, and obligations and restrictions principally for the leaseholder. And this in the context of ‘landlord-tenant’ legislation that is increasingly reducing leaseholders’ so-called ‘rights’ e.g. ‘reforms’ under the [Commonhold and Leasehold Reform Act 2002](#) which, 14 years on, have yet to be implemented, and have removed rights under other statutes.

The ‘landlord’ of the leaseholder can be the ‘freeholder’, the entity that owns, in perpetuity, the building as well as the ground or, a ‘headlessor’: an intermediary between the leaseholder and the ‘freeholder’. There can also be another intermediary: a ‘superior headlessor’.

“Freeholds are sometimes worth much less than the value of individual flats, with the result they can end up in the hands of small-time property barons with devious ways of squeezing money from their tenants.” (New Stateman, 22 Aug 13 - [“When you buy a London flat, you're not really becoming an owner - The weird reality of leaseholds”](#)) (refers to my case, but has inaccuracies).

Frequently, the main entities (freeholders and headlessors) are a pyramid of [offshore tax heavens shell companies](#), fronted by sham directors, behind which the owners hide – making a mockery of landlord-tenant legislation...added to [the overall lack of regulation](#).

The price of a ‘leasehold apartment’ is usually equivalent to the full freehold value of the property – as can be seen when comparing, for example, prices between London and other European capitals. (The same is likely to apply to new-build leasehold houses).

During the term of the lease, the leaseholder pays for ALL the maintenance costs and, depending on the lease (or, in breach of it, as [in the case of my block](#)), also for improvements. Often, (at least in the case of apartments), the owner nominates an intermediary, or ‘**managing agent**’ to oversee the upkeep of the building, collect service charges, ground rent, etc. – and only takes orders from the landlord, while being paid for *by* the leaseholders.

As demonstrated by the evidence - contrary to appearances, these agents (in my case, now, [Martyn Gerrard](#), that promotes being “*a member*”, and ‘therefore’ “*regulated*” by the Royal Institution of Chartered Surveyors (**RICS**), the Association of Residential Managing Agents (**ARMA**), *et.al.* *are totally unregulated* (like the landlords). It leads to massive, widespread rip-offs of leaseholders – as frequently reported by the media ([Overview Note 9](#)).

At the end of the lease, the leaseholder *no longer* has the apartment / house. It is therefore a financial asset that depreciates year by year, until reduced to a zero ‘value’. Meanwhile, the landlord has a property in a perfect state of repair – as the leaseholders have paid for *all* its upkeep, and very often: *a lot more*.

If the leaseholder wishes to stay, s/he must ‘buy the apartment / house’ again i.e. pay for a new lease – of course, at the current market price.

And the cycle repeats itself, thereby perpetuating the survival of a handful of major freeholders, owners of a lot of land in the country, with tens of thousands of residential and commercial properties:

- The Crown Estates, the Queen’s property company, worth £10bn; it has recently sold a lease on a residential property to an offshore tax heaven company for £200m ([BVI # 2](#));
- ‘The Great Estates’ that include the Grosvenor Estates, owned by the new Duke of Westminster "[New Duke of Westminster \[Hugh Grosvenor\] inherits £9bn fortune aged 25](#)", (The Guardian, 10 Aug 16) - and "*becomes the third wealthiest landowner in Britain*".

Others include, for example, the Cadogan Estates, owned by the Earl of Cadogan, and the Portman Estates - "[Building up: Old money](#)", (Evening Standard, 9 Nov 12).

- The Church of England.

To protect their fortune / add to it:

- they devise their own financial models for extending leases, that are used as the sector’s standard for valuations;
- set up trusts to avoid paying tax e.g. "[Inheritance tax: why the new Duke of Westminster will not pay billions](#)" (The Guardian, 11 Aug 16);
- block legislation that does not suit them e.g. ignoring the call to end [forfeiture](#), “*the weapon of mass-destruction*” ([copy of definition](#)) – and have done this for over 100 years;
- are among the top beneficiaries of EU farm subsidies e.g. "[Farm subsidies: Payment to billionaire prince sparks anger](#)", (BBC, 29 Sep 16) - "*...estates owned or partly owned by the Queen: £557,706...the Duke of Westminster: £427,434...*"

The sector also includes some notorious new entrants; detail under ‘[Definition-Leasehold](#)’.

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1 Events (at 29 Nov 16)

1.1 2001 – Announcement of “*the works*”, and my filing a complaint (in vain) with the police against Andrew David Ladsky for harassment

In Jan 01, in the context of the sham “*offer to buy the headlease*”, [Andrew David Ladsky](#) ⁽¹⁾ sent a [25 Jan 01](#) letter to the [Jefferson House](#) (JH) leaseholders (LSHs) attempting to dissuade us from pursuing ‘the offer’. Of note given subsequent events, his claims included:

“it should be made clear that the costs of any additional floor on the property will NOT be borne by the residents”

“All tenants are, of course, protected by the Landlord and Tenant Acts to ensure those carrying out any works do so reasonably and at the best possible price.”

Prior to the above letter, the [Head of the JH Residents Association](#) had reported suffering harassment and threats from Andrew Ladsky. She copied me on her [14 Jan 01](#) letter to him in which she reported Ladsky telling her of his intention...

...“to sue residents of Jefferson House if they do not allow you to act as you wish, suing them for punitive damages of £500,000 and/or bankruptcy if they take up the option to buy the headlease, taking me to court for contradicting your opinions.”

The ongoing harassment led the Head of the Association to leave 6 months later, in c. Jun 01, (as ‘advised’ by the local police station of [Kensington & Chelsea](#)) – thereby leading to the demise of the Association, and hence, removing the challenge to Ladsky’s plans.

In her [7 Jun 01](#) letter, [Joan Hathaway, MRICS, Martin Russell Jones \(MRJ\)](#) ⁽²⁾, then ‘managing’ agents, announced:

“...a programme of overdue refurbishment of Jefferson House in accordance with the terms of the lease - to start in the autumn”. “...there is £125k in the reserve fund’...a notice will be served, giving you details of the additional payment required from you.”

In ‘her’ [21 Dec 01](#) “notice”, Hathaway announced that the then landlord, “[Steel Services Ltd](#)” (SS) ⁽³⁾, had, based on quotes, decided to appoint [Brian Gale Associates \(BGA\)](#) ⁽⁴⁾ to undertake “*the condition survey*”. [Ladsky](#) was driving the process, as [the quotes](#) were sent to JH. Brian Gale, MRICS, admitted during the subsequent [tribunal](#) hearings that Ladsky was “*a prior client*”.

Of importance: the “notice” stated: ***“Sufficient funds are held to cover the cost of the works within the Reserve Fund’.***

¹ Landlord and driver of activities, who hides behind [offshore shell companies](#), with ‘perhaps’ others

² MRJ was acquired by Fifield Glyn in May 13. The main MRJ contacts were: Joan Doreen Hathaway, MRICS (not listed as RICS member in Jan 14), and Barrie Robert Martin, FRICS (still on RICS database at Jan 14). Re. Jefferson House, MRJ was replaced around Jan 11 by [Martyn Gerrard](#).

³ “*Steel Services Ltd*” (SS) = Andrew David Ladsky e.g. [CKFT-Intro](#)

⁴ Brian Gale Associates (since renamed [www.briangalesurveyors.com](#))

The contents of the quotes led me to write to Hathaway, [in Jan 02](#), that the works were, in fact, connected with a renewed [application for the “erection of a penthouse apartment”](#). Within days, I started to suffer harassment and intimidation, as well as assault from Ladsky (as I reported to [Kensington & Chelsea police](#) – that failed to take action against him, by fabricating stories).

1.2 The July 02 £736,000 demand for “the major works”

In ‘her’ [15 July 02](#) so-called “notice”, Joan Hathaway, MRICS, stated that, of 3 contractors, ‘[Steel Services](#)’ intended to appoint Killby & Gayford to carry out “the works”. In breach of Landlord & Tenant legislation, in sole ‘justification’ for the demand, ‘she’ supplied [a letter from the contractor](#) that simply stated the total amount – to which MRJ added VAT and management fees - bringing the total to **£736k/US\$1.3m**.

Based on [my percentage share](#) (1.956%) of the service charges, the [demand from me](#) was **£14.4k/US\$25.4k**. (Contrast that with, above: (1)- the assertion in the [21 Dec 01](#) letter; (2)- Ladsky’s claims in his [25 Jan 01](#) letter).

The sum amounted to c.6 times the cost of previous refurbishments – and more would be asked, as ‘Hathaway’ also wrote: “*the sum quoted may be exceeded due either to subsequent changes in the specification or to problems encountered...*” (3 months previously, in ‘her’ [26 Mar 02](#) letter, ‘she’ had quoted a price of **£1.5m** “*that could be significantly more*”).

1.3 The Aug 02 Application to the tribunal by a non-existent company, and its threat of “forfeiture”

Outrage from LSHs led ‘Steel Services’-MRJ to file a [7 Aug 02](#) Application in the then [London Leasehold Valuation Tribunal \(LVT\)](#) “**to determine the reasonableness of the £736,200 demanded**”. However, to allow time to bully the LSHs into submission, the tribunal did not communicate it to the LSHs until [mid-Oct 02](#), and gave only a [10-day notice](#) of a so-called “*pre-trial hearing*” (29 Oct 02) (many LSHs lived overseas).

Further, in breach of LSHs’ statutory rights, and of its obligations, the tribunal *failed* to inform some / many of the action.

In my case, the bullying entailed, among others, Ladsky’s solicitor, [Lanny Silverstone, CKFT](#), illegally threatening me in his [7 Oct 02](#) letter with “[forfeiture \[definition\]](#) and contacting [my] mortgage lender if [I] failed to pay immediately the £14.4k”.

Like MRJ, he was demanding payment in the name of a company that **did not exist** – as ‘[Steel Services](#)’ had been “*Struck off the [British Virgin Islands] register for non-payment of the licence fee*” ([8 Aug 02](#) BVI letter to me).

1.4 At the Oct 02 “pre-trial hearing” the tribunal told leaseholders to “not pay” until it had issued its findings, and they had been implemented

At the [29 Oct 02](#) “*pre-trial hearing*”, those of us who managed to attend, were specifically told by [the tribunal](#) to **not pay** the ‘service charge’ **until** the tribunal had issued its report, and it had been implemented. In support, it gave us [a booklet](#) quoting from the Court of Appeal case: “*Daejan Properties v. London Leasehold Valuation Tribunal*” that “*LVTs only have the jurisdiction to decide the reasonableness of disputed service charges that are still unpaid*”.

1.5 Nov 02 claim nonetheless filed against 14 apartments – and pursued - and Andrew Ladsky filed a Jan 03 “complaint” against me with the police

In spite of the above tribunal’s directions to the LSHs, and of [Ladsky, Hathaway, et.al.](#), being present, one month later, [CKFT](#) filed a [29 Nov 02](#) claim in [West London County Court \(WLCC\)](#) against me and 10 other LSHs – representing [a total of 14 apartments](#) – for the sum demanded in the above [Jul 02](#) demand.

I [immediately informed the court](#) of the tribunal procedure, and asked for the [court action to be stayed](#). I repeated this **6 more times over the following months**, including writing to [the tribunal](#), and copying the court, and vice versa – in vain. (Two solicitors shared my view).

In addition to the abuse of process, [the judiciary](#) also proceeded with the claim *in spite of:* **(1)-** the fact that the ‘[statement of truth](#)’ was endorsed by [Joan Hathaway, MRICS, MRJ](#), “*managing agent for the property*”, which, under [Civil Procedure Rules](#), prevented ‘[Steel Services](#)’ from relying on its statement of case; **(2)-** my communicating (in my [17 Dec 02 Defence](#)) that [the lease](#) supplied was *not*, as claimed, the same as [mine](#) (Clause (2)(2)(c)(i)); etc.

The combination of the steps taken by [the tribunal](#) to limit attendance by the LSHs, and the court claim, meant that I ended-up being the main LSH challenging [Ladsky’s application](#) to the tribunal when the substantive hearings took place in the first half of 2003.

Aiming to intimidate me, [Andrew Ladsky](#) had, in early [Jan 03](#), told me: “*I am going to get you this year!*” and, *before* the first tribunal hearing: “*Better luck next time!*” ‘Not liking’ my reply, he run along to [Kensington & Chelsea police](#) (that then fabricated a “[crime report](#)” against me).

1.6 The Jun 03 tribunal findings amounted to a £500,000 reduction in the sum demanded, including the contingency fund

The [17 Jun 03 tribunal findings](#) were very damning of (among others) “[the specification](#)” drawn-up by [Brian Gale](#) - resulting in the following reductions in the global sum demanded:

% of global sum	Disallowed / breach
23%	Disallowed: “ <i>because improvements</i> ”
26%	Disallowed: “ <i>because could not make a determination due to lack of specifications</i> ”
19%	Representing the reserve fund. The tribunal’s view that “ <i>the lease, envisaged covering the type of works proposed</i> ” (but said to be “ <i>legally unable</i> ” to impose). (There had also been ‘a change of plan’ on this relative to the above 7 Jun 01 letter!)

Hence, nearly 70% of the global sum demanded, or **£500k/US\$880k** – was “**unreasonable**”.

However, the [tribunal](#) **failed to perform its statutory remit** – by *not* including a summary of the impact of its findings “*on the global sum demanded*” – and [refused](#) my repeated requests to do so. (The above is based on my surveyor’s assessment).

Reason: because ‘inconvenient’ for Ladsky, as well for [the judges](#) who had been issuing orders and judgments against my fellow LSHs (since at least [Jan 03](#)) – resulting in the majority paying the *full amount* demanded in the claim *before* the tribunal issued its report (based on [ICAEW-supplied data](#)).

1.7 In breach of the Lease, the majority of leaseholders had nonetheless been made to pay *the full amount* – *before* the tribunal issued its report

As demonstrated by [Silverstone's 23 May 03](#) request to [the court](#) for a case management hearing, by then “*the claimant [had] obtained judgment or settled proceedings against all Defendants except [4 Defendants]*”.

The tribunal issued its report *one month later*. Obviously, the LSHs *cannot* be charged differentially, *other than* on the basis of their fixed percentage share (list in [Ladsky's application to the tribunal](#)) - of a global sum - that *must be the same for all*.

[The tribunal](#) confirmed this in e.g. its [21 Jul 03](#) reply to Silverstone's [17 Jul 03](#) letter, asking it to determine how much ‘I should pay’:

“It is not the duty of the tribunal to assess the particular contribution payable by any specific tenant but only to determine the reasonableness, or otherwise, of the service charges as a whole to go on the service account from which no doubt you can assess the proportion for that particular tenant.”

It left me with a near-useless report that had cost me £30k in advisor fees – for an unwarranted £14.4k demand. (As well as a highly defamatory “[summary of the case](#)” on the tribunal's online database - that [blames me](#) for a fictitious “6% increase in the costs”).

1.8 In Aug 04, appointment of a new contractor, in breach of statutory consultation procedures (that should have reduced the global sum demanded to £8,750), and totally ignoring the tribunal's findings

It turned out to be academic because, as the tribunal's findings were not to [Andrew Ladsky's](#) ‘liking’, he completely ignored them. (Recall his assertions in his above [25 Jan 01](#) letter). He secured the claim against the last valiant LSH on [2 Aug 04](#), in [Wandsworth County Court](#).

In ‘his’ [2 Aug 04](#) letter, [Barrie Martin, FRICS, MRJ](#), communicated the appointment of a **new contractor, Mansell Construction Services** – *without statutory consultation* - and *ignored* the tribunal's findings. It meant that *the maximum* that could legally be demanded of *each* LSH was £250, or a total of £8,750 v. [the £500k](#) that was paid – and kept.

1.9 From Sep 04, the construction of the penthouse that was “*not going to be built*”, “*because it was not a viable proposition*”, was described as “*replacing asphalt roof*”; three other apartments were also added

At the start of “[the works](#)”, in [Sep 04](#), [Mansell](#) proceeded with demolishing the whole roof in order to build [a penthouse apartment](#) that spans the whole length and width of JH (photos at the beginning of this document) - describing its works as “[replacing asphalt roof](#)”.

(Based on [Land Registry record](#), the penthouse was sold for £3.9m/US\$6.9m. It was then put on the market 18 months later, [for £6.5m](#)). The works also entailed [adding 3 other apartments](#) – bringing the total to 39. However, ‘mysteriously’, by 2016, they had ‘disappeared’, and ‘a new one was added’ ([21 Jan 16](#) “service charge” demand from [Martyn Gerrard](#)).

Pre and during the [tribunal](#) hearings, the [Ladsky gang](#) lied repeatedly to the LSHs and to the tribunal (as it did to [the court](#)) about (among others) the true nature of the works, claiming that they were “*as per the Lease*”: i.e. “*maintenance, repairs and replacement where necessary*”

(while ignoring the repeated requests for detailed costing of the works (e.g. My [19 Oct 03](#) Witness Statement / [pg with Wit.Stat.](#)). Of note given the outcomes:

(1)- in his [13 Dec 02](#) “Expert Witness” report to the tribunal, [Brian Gale, MRICS](#), wrote (paras 3.02, 3.04 and 4.1.4):

“I am able to categorically state that the Specification makes NO provisions for any construction of an additional floor nor any future requirement in the building to create a penthouse flat”

“I confirm that there were no inclusions within the specification or tender documentation intended to improve or enhance any future potential development of the site by either the freeholder or head lessee”

(2)- [4 Mar 03](#) letter ‘from’ [Joan Hathaway, MRICS](#), given to the tribunal (para.19):

“regarding the proposed penthouse...although [the planning permission](#) was granted it was subsequently found that the scheme was not a viable proposition...there are no plans to build the penthouse at the property”

From Jan 02, they had, likewise, repeated endlessly in [their communications](#) that “*the roof need[ed] to be replaced*” and that “*the works [were] urgent*”.

1.10 My accepting the Oct 03 ‘PART 36 offer’ of £6,350 (v. the £14,400 demand) was nonetheless followed by a repeat of the original demand

After one year of battling in [court](#), through [CKFT](#), [Ladsky](#) made me a [21 Oct 03](#) ‘PART 36 offer’ for **£6.3k** (v. the [£14.4k demanded](#)). Even though, legally, I did *not* owe this amount either, in my [19 Dec 03](#) letter, I accepted it “*for the sake of putting an end to this dispute*”. After another 6 months of battling, CKFT finally issued me with a [1 Jul 04 court-endorsed Consent Order](#).

Three months later, [Hathaway, MRJ](#), sent me an **unsupported invoice for £14.4k**. My ignoring it because I knew it was fraudulent, led to a repeat [3 weeks later](#), to which an extra £1,000+ was added – likewise, *unsupported*. My continuing to ignore it led, **14 months later**, to another invoice that was [£10,000 less](#) (£5,625) – still without *any* explanation. I also ignored it.

Enough was enough. Hoping I would have better luck with ‘the regulators’ than I had had with (among others) Her Majesty’s [tribunal](#), [courts](#) and [police](#), I **filed complaints** with: [the Royal Institution of Chartered Surveyors against MRJ](#), [the Law Society against CKFT](#), etc.– leading me into many vain, soul-destroying, drawn-out battles over the following 3 years ([Overview 7; summaries of my 50+ legitimate ‘cries for help’ and complaints – in vain](#)).

1.11 ‘Punishment’ for my website translated in a Feb 07 threat of “*bankruptcy and forfeiture*”, followed by a claim that ended with a Jun 08 Notice of Discontinuance of “*ALL the claims*”; I was granted only 30% of my costs

After 5 years of facing a gigantic wall of blind eyes and deaf ears, out of utter despair, I **launched my website in Sep 06**. I did this, naïvely hoping that it would put pressure on resolving my situation, leading me to close it within days, at most a few weeks - and then leave this island-Kingdom - as I had been wanting to do since 2003. I was dreaming!

Through false accusations against me, as well as threats to my then website host, [Jeremy Hershkorn, then at Portner and Jaskel](#), on behalf of “[his] client” [Ladsky](#), succeeded, in **Oct 06**, in getting the closure of my website – in spite of [my challenge](#).

Unable to repeat their success with my current (priceless) US website Host (HostDime), Ladsky had Hershkorn send me an **unsupported 16 Feb 07 demand for £9k**, in the name of “[Rootstock Overseas Corp](#)” - a company I had *never* heard of at the time - and threatened me with “**bankruptcy, forfeiture and costs**” if I failed to pay immediately.

Ignoring [my reply](#) that I had *never* heard of the company, and that *no* supporting information was enclosed, Hershkorn filed a **27 Feb 07 claim against me** in [West London County Court](#). It had: 2 different claimants; both claiming to be ‘my landlord’; each demanding a different amount of money from me: **£10.3k and £9k**; each represented by a different firm of solicitors.

(As a Litigant in Person), in my documents to the court and Portner, I raised the above issues **11 times over a 16-month period** ([Portner # 33](#)). Determined to secure the claim against me, ALL kept on ignoring them, including my stating repeatedly that I did *not* have the information to which I was legally entitled in order to defend myself against the claim – while I also identified numerous breaches of legislation, of my Lease, and of Civil Procedure Rules. (It was payback time for ‘my daring’ to challenge the fraudulent activities, as well as expose them on my website).

I nonetheless managed to write a ‘knockout’ [3 Jun 08](#) Witness Statement (supported by [243 documents](#)) that resulted in a **6 Jun 08 Notice of Discontinuance of “ALL the claims [against me]”** – *without* stating a reason.

My filing a procedure for my costs (which was clearly not expected) led [Ladsky - Portner](#) to claim that they had dropped the claim because they ‘just realised’ (16 months later!) that they had been pursuing it “[under the wrong entity](#)” (para.1.4).

In spite of what had taken place, [on 30 Jan 09](#), *denying me* the right to refer to [my main document](#), the **Supreme Court Costs Office** granted me only 30% (**£2.5k**) of [the costs I had claimed](#) – and no other compensation. (I had ‘dared’ [reject](#) the [derisory ‘offer’ from Ladsky](#)).

1.12 Other parts of the ‘punishment’ included, in Mar 07: the police processing an outrageous “complaint” against me from Andrew Ladsky; my then employer joining the pack in dishing out a regime of criminal psychological harassment against me – leading me to resign in Jan 08

Determined to get the closure of my website, 2 weeks after filing the [27 Feb 07](#) claim, [Andrew David Ladsky](#) also filed “a complaint” against me with [Notting Hill police](#). *Without ever contacting me*, the police processed a *totally unsupported* **15 Mar 07 “crime report”** that is a web of false, malicious, and highly vicious accusations against me ([Overview # 13](#)).

Without *any* supporting evidence, it also accused me to my website Host of having “[committed a crime](#)”, and of being “[a Nazi](#)”, “[because of my franco-german \(sic\) origin](#).”

In the context of filing a [2011 claim](#) in the [Queen’s Bench Division](#) against the police, re. the “*crime reports*”, I discovered, [among many others](#), that, in the [2007 “crime report”](#), **the police describes Andrew David Ladsky as “the vulnerable victim [who] feels intimidated by [me]”** (!!!).

As with the other 2 “*crime reports*”: my 2002 complaint, and Ladsky’s 2003 “*complaint*” ([Overview # 16 and # 17](#)), the police has – to this day – *ignored* [my irrefutable evidence](#) against their content. Reason: because [given the green light](#) by the Queen’s Bench judiciary to continue processing them with impunity - [in breach of legislation](#) i.e. of my statutory rights ([Overview # 18](#)) – thereby, since 2003, defaming my name, character and reputation to an audience of over [“50,000 people”](#). (Likewise, the judiciary did this in punishment for my website).

(In its [Defence](#) to [my Claim](#), the police also lied, under a ‘statement of truth’, about my Oct 10 complaint of harassment – [I was able to prove it](#) as I had secretly [recorded the conversation](#) at the police station) (recording: [Overview # 17](#)).

Being part of the Establishment ([My Diary # 2.5](#)), my then employer, [KPMG](#) ([Overview # 14](#)), agreed with the trio of [police](#), judiciary ([kangaroo courts](#)) and [Ladsky](#) that ‘my daring’ to expose their criminal actions on [my website](#) warranted my being ‘put out of action’.

As the most ideally placed of the foursome to do this, **in Feb 07, KPMG joined the trio in dishing out an extremely vicious and cruel concerted regime of ongoing criminal psychological harassment ([Persecution # 1](#)) against me.** To cover up the impact its actions would have on me, as well as blame me for events, the Machiavellian strategy rested on KPMG using the horrendous actions the other three were taking against me.

On **30 Mar 07**, KPMG informed me that “***because of communication from Mr [Ladsky](#) claiming that your website contains anti-Semitic comments***”, it was cutting off my access to the internet.

Claiming that Ladsky had been in frequent contact with KPMG, it did *not* provide me with the evidence, and *ignored* my challenge of the accusation. As in the case of the previous 13 Feb 07 meeting (that kick-started its actions against me: my [14 Feb 07](#) Draft Notes, and the [7 Mar 07](#) ‘response’), **KPMG did *not* issue me with notes of the meeting.**

After a battle, **7 months later**, KPMG supplied me with this [26 Mar 07](#) letter from Ladsky. Although heavily redacted, it demonstrates that Ladsky made other equally false, highly vicious, malicious and defamatory accusations against me. **KPMG knew the accusations were false**, among other, from its previously associated firm of solicitors, **McGrigors**, that had, by then, [looked at 84 pages of my website](#). (I only revealed this evidence at the time of launching the KPMG page, in 2015).

Aiming to demean me, for 24 days, KPMG also cut off – deliberately – my access to the entire IT network. Made to feel like a criminal and unable to do my work, I spent the best part of Apr 07 sobbing uncontrollably at my desk. I saw my doctor who prescribed me tranquilisers and an anti-depressant; (he subsequently batted for KPMG: my [10.04.08](#) letter to him).

KPMG only reinstated my access to the network *after* I had signed a [23 Apr 07](#) letter “***agreeing to be barred from using the internet***”.

Pursuing its very sinister motive of having me ‘officially’ declared as ‘**suffering from mental issues**’, as it was dishing out its criminal psychological harassment regime against me, [KPMG](#) was ‘[offering me the assistance of its health services](#)’. Failing to get me to bite on one of the hooks resulted in my being subjected to other forms of psychological harassment.

(As had been planned) my so-called ‘performance appraisal’ was taken as the opportunity to seal my fate. KPMG *refused* to acknowledge the events that had prevented me from doing my work – some of which I had captured on [pages 22 and 23 of my form](#).

Using a fabricated [05.08.07](#) so-called ‘feedback on my performance’ that I had **“let my personal problem affect me at work, and thus impact on the team”**, KPMG portrayed me as **“lacking initiative, proactivity, determination, tenacity, and in relationship building”**. (Consider these accusations against: (1)- [the content of my website](#); (2)- [examples of feedback on my performance](#), I received in my previous 9 years at KPMG).

To seal its ‘assessment’, and put the blame for events squarely on me, KPMG gave me an overall rating of **“needs development”** ([form](#), pg 24) ([printscreen](#)) and ‘determined’ that ‘I needed’ no less than **“a training coach”** ([form](#), pg 17).

(Knowing that KPMG would deny what had taken place, **I secretly recorded ‘my performance appraisal’ meetings**: transcripts: [9 Oct 07](#) and [24 Oct 07](#)). (I only revealed this evidence at the time of launching the KPMG page, in 2015).

It was the last straw for me. For sure, KPMG counted on my being 8 years from retirement to make me swallow its poisoned pill. In spite of this, and of knowing that, due to this horrendous, life-destroying experience I was psychologically unable to look for another job, after 10 years at KPMG, [I resigned in Jan 08](#). As my savings were going down, it forced me to take early retirement. **My losing 8 years of work resulted in my losing over £1 million in potential salary and pension.**

(In fact, **the financial loss started in summer 2002**, as the impact of Ladsky’s actions was affecting my ability to work. I was a strategic & commercial due diligence manager in KPMG’s Transaction Services. It led to my being transferred to a global proposal support role, **“until [my] situation was resolved”**. As I report above, in 2003, I tried to do this – in vain).

In Jan 08, KPMG made me a **verbal offer of £62k (US\$109k)**. Perceiving this amount as measly and naïvely assuming that the partnership did not have knowledge of what had actually been taking place, to communicate events, I filed a [17 Jan 08 Grievance](#). Four months later, **KPMG rejected** it in its [22 May 08](#) ‘response’.

More underhanded tactics by KPMG, and its going into silent mode, led me to file a [3 Apr 08](#) Claim against KPMG in the [Stratford Employment Tribunal](#). In its [\(undated\) Defence](#) (posted on 17 Jun 08), **using a litany of lies, KPMG demanded that my Claim be “struck out”**.

While the tribunal had contacted [ACAS](#), no conciliation process took place.

Told by ACAS at the **end of Aug 08** that that **“employment tribunals do not deal with claims under the [Protection from Harassment Act 1997](#)”**, I withdrew my Claim [in Sep 08](#), intending to file it in the High Court.

However, considering my then ongoing experience with West London County Court, followed by my experience with the Supreme Court Costs Office ([Overview # 11 and # 12](#)) - I concluded that there was *no point* my filing the Claim in the High Court - as I would *continue* to be denied justice and redress. (I was proven right, as it happened for the 6th, 7th and 8th time, in 2011...which WAS in the High Court ([Overview # 18.2](#))).

1.13 In Jul 10, I received an unsupported 'service charge' demand for £24,000. Ignoring all my letters, more have since been added, and I am facing an impending claim

In Jul 10, [MRJ](#) sent me an [unsupported demand for £24k](#), and kept sending it ([Martyn Gerrard - Background](#)) 'in reply' to my repeated requests for supporting evidence. The yearly average amounts to 3 times the (rip-off) amount *before* the start of "[the major works](#)" that entailed the [complete overhaul of the block](#), including a new lift (it had to reach the added penthouse), boiler (claimed), etc.

('Claimed' "[replacement of the boiler](#)" that, in fact, did *not* take place (in spite of [being paid for](#), including by me, as referred to above) – as this was done *12 years later*, in [Apr-May 14](#) (at a [cost of £180k](#)) – leading Martyn Gerrard to ask me to pay for it *again* ([Notices # 5 and # 6](#))).

In early 2011, [Martyn Gerrard](#), another "[RICS, ARMA et.al. regulated](#)" (pdf; contains my assessment) 'managing' agents, took over from MRJ. It immediately continued in its footsteps, whilst 'improving' on its sustained criminal psychological harassment regime; (it is operating with the assistance of the British state to dish out 'retribution' for 'my daring' to stand up to the Ladsky gang and its supporters since 2002):

(1)- ever-growing "service charge" demands that are *not* compliant with [my Lease](#) (I have *not* had Lease-compliant (but *unverified*) accounts since [1993](#) =**more than 20 years!**); concurrently, having fun with 'the information provided / not provided' - reaching [version 8](#) by early 2016 - and **now standing at over £40k** which include "[£210 penalty charges for non-payment](#)" of? ...ALL the fraudulent demands! (pdf) [summary of all the demands](#), with my Comments;

(2)- (pdf) [unsupported "electricity" demands](#) – many amounting to 'negative consumption';

(3)- claiming for "ground rent" that has *not* been asked as legally required; when I am told, it has been "paid", "credited", and then going back on it by asking for it; in its [08.08.16](#) 'reminder', adding more than 3.5 years of "ground rent" with the aim of covering up particularly outrageous "service charge" demands, as well as 4 years of ground rent I do *not* legally owe – as explained in [my \(pdf\) my summary](#).

[Martyn Gerrard](#) has **failed to respond to all my correspondence over the last 5 years and 3 months**. It includes my ('Special Delivery Next Day') [10 Feb 14](#) document: in which I covered all the demands since July 10; enclosed a £515 cheque (only) for my calculated amount of electricity (it did not cash it), as well as [a statutory notice](#) regarding the identity of 'my landlord'. Likewise, this is *still* an issue as, [by early 2016](#), 'the landlord information' had reached [version 5](#).

To add to the fun, the gang got sole-practitioner, [Mark Henry Wagner, Wagner & Co](#), to send me an *illegal* [19 Oct 16](#) letter **demanding payment of all the demands "due under your lease"** - he "*calculates*" at "**£43,786**" (US\$76,000) - and threatens me with prosecution.

Ignoring all of my [10 Nov 16](#) reply to his letter, in his [14 Nov 16](#) 'response' (contains my Comments) he wrote: "**We are instructed by our clients [Greyclyde Investments Ltd](#) to issue a claim against you for unpaid ground rent.**" (By end Nov 16: still no claim).

Hence, *continuing* with the [Ladsky gang](#)'s standard approach of perceiving Civil Procedure Rules '[Pre-action conduct](#)' as a requirement they are, likewise, at liberty to ignore. More specifically: counting on the ever-extended helping hand of their judiciary friends when facing 'a speck of dust like me' ([kangaroo courts](#)).

1.14 Andrew David Ladsky has had me dogged, hounded, harassed and persecuted since at least 2002, and was joined in doing this by the police and related services from 2005 – as though I were a terrorist

Concurrently, [Ladsky](#) has had me dogged, hounded, tracked, harassed and persecuted [since at least 2002](#) – doing it himself on [7 Mar 02](#). To this has been added, [since summer 2005, the police and related services](#). (It coincided with the time I was battling on several fronts in the context of my complaints) ([My Diary # 2.5](#)).

[The evidence](#) I capture on my site (some photo examples under [Scum Gallery](#)) demonstrates that it is taking place on a daily basis, and that both sides operate as a fully integrated team. It **also** takes place when I am **overseas**. (My [25 Nov 14](#) letter to the then [Home Secretary](#) – et.al).

(On [15 Jun 09](#) I was ‘delivered’ a death threat: “[Enjoy your life. You don’t have long to live](#)”. Another thug (local police) ‘delivered’ an implied death threat in front of my apartment, on [14 Jun 14](#) – ([YouTube](#))).

(My apartment, where I am being subjected to ongoing harassment, is being dilapidated through [repeated major criminal water damage \(YouTube\)](#) – including from Ladsky being given the key to it by [my “security-lock” provider, Banham](#) (I conclude, “[at the request of \[Kensington\] police](#)”): [Persecution # 1\(4\) – Examples # 16](#)).

[In 2013](#), there was a massive increase in the use of police helicopters to hound me, harass me and persecute me (the timing of the attacks correlates with my reworking [the legal pages](#) on my site). The harassment continued [in 2014](#) and [2015](#) (summaries and graphs at the beginning of each page). [In 2016](#), there has been a drastic drop.

‘The surveillance’ also entails, among others, **interference with [ALL my means of communication](#)**, including interception and permanent retention of important items.

Further, [in early 2014 \(3 Feb 14\)](#), the **British state hacked into my computer** (not for the first time), and **attempted to delete my website**. (It also caused other problems). (Recall its failed attempt, above, in 2007, to force my website Host to close it) ([Overview # 13](#)); (see [Whistleblowers](#) for the state doing this to others).

1.15 In breach of the European Convention, the European Court of Human Rights rejected my Jan 12 Application to end the processing of the so-called “crime reports”

My [26 Jan 12](#) *legitimate* Application to the [European Court of Human Rights \(ECtHR\)](#) (then under British presidency), covering principally the so-called “*crime reports*” (but in which I also referred to ‘the surveillance’) was, in a [6 Jun 12](#) letter, rejected by **one** judge ([from Malta](#)) – *without* giving a reason – thereby breaching [Article 45 of the European Convention](#).

[My asking the court](#) for an assessment of my conclusions was [misrepresented](#), and my ‘[cries for help](#)’ at a higher level were dismissed ‘because’ “[cannot interfere with judicial decisions](#)”. (I hold the view that the only thing that is “*judicial*” about it is ‘a judge’ (et.al.) deciding that he could exempt himself from compliance with the Convention) ([Overview # 18\(4\) and # 18\(5\)](#)).

1.16 The financial cost to me

The financial cost of defending myself against the fraudulent demands and claims, and attempting to do this in relation to the unlawful “*crime reports*” and ‘surveillance’: **over £180,000** from my very-hard-earned life-savings.

Other costs are HUGE – not least, ***totally destroying my life since 2002*** – and continuing to do so – including **losing over £1 million in potential salary and pension**; having my apartment, my main financial asset, threatened with ever growing fraudulent demands (given my experience to date with the courts and the police ([Overview # 19](#))), as well as gradually dilapidated through [malicious acts \(YouTube\)](#); being subjected to [on-going persecution](#)...

...– while being denied ***repeatedly, and consistently, ALL my rights of access to justice, redress and protection*** – *in spite* of my paying more than £500,000 in tax since arriving in this country, and having British nationality.

1.17 Profile of the key parties involved in my case – to date

For the **key parties** involved in doing this to me – **to date** – (as far as I am aware) see [Executioners; summaries of my 50+ legitimate ‘cries for help’ and complaints – in vain.](#)

In addition to [Andrew David Ladsky and his gang](#), they include, among others:

- [12 Cabinet ministers](#) (while [3 Prime Ministers](#) ignored my ‘cry for help’);
- [2 other than members of Parliament](#) (while [16 others](#) ignored my ‘cries for help’);
- 10 UK judiciaries + 4 tribunal panel members, and 1 tribunal Head ([kangaroo courts](#)); several court and tribunal clerks; several in the court service ‘complaints department’ ([summaries section 1](#));
- [2 ECtHR judiciaries](#) (including the then British President of the ECtHR);
- 9 lawyers, and 2 ‘regulators’; ([summaries section 2](#) ; [Advisors # 5A](#));
- 2 Metropolitan Police commissioners, 4+ chief superintendents, 1 chief inspector, 2+ detective inspectors, 2+ detective constables, 3+ police constables, 1 community support officer, 2 heads of a police overseeing body, as well as 2 police ‘regulators’ ([summaries section 4](#));
- 3 ombudsmen: Local government ([summaries # 5.2 and # 5.4](#)); Parliamentary ([summary # 1.10](#)); Legal Services ([summaries section 3](#));
- 4+ in a council ([summary # 5.3](#));
- [5+ surveyors](#), and 1 ‘regulator’ ([summary # 6.2](#));
- [2 accountants](#), and 1 ‘regulator’ ([summary # 6.1](#));
- My ex. employer ([Overview # 14](#));
- 3+ medical specialists ([My Diary 2009-Intro- \(1\)-Medical](#) (boxed text)).

To those who tell me, (motivated by whatever reason): "*There are good judges and police officers*" - my reply is: as is **very amply** demonstrated by my first-hand experience - as the **glaringly obvious innocent victim of organized crime**...

...during the course of (so far) 9 different court and tribunal procedures over a 9-year period ([kangaroo courts](#)) and *all* of my many contacts with the police since 2002 ([section 2](#)), including following [my Apr 11 Claim](#)...

- added to the hundreds over the years who have seen me in the streets wearing [my T-shirt](#) - and turned a blind eye: **I have *not* come across even one.**

And, to those who, having read this summary, are still 'shocked' by my use, on my website, of the words 'satanic', 'vermin', and other words in a similar vein, I say: you come from a world that is many million miles away from mine, and / or are part of the group acting against me.

1.18 The ROOT CAUSE for their actions / lack of action?

A thoroughly evil, cruel, greed-ridden, vampiric, sadistic, perverse Rachman (*) crook, [Andrew David Ladsky](#) – deciding he was 'entitled' to [make a multi-million £ jackpot](#) - through [extortion](#), [persecution](#), etc. - at my expense (and that of my fellow LSHs)...

...to which everyone in that army of [assassins](#) said:

Yes, of course! O' Great One!...



...leaving him and [his gang](#) to laugh their head off at me since 2002 – *in spite* of the very [damning evidence of criminality against them](#) - as well as make maximum use of the carte blanche granted to them by this island-Kingdom to persecute me at will - and hence, in total disregard of [my so-called 'rights'](#).

To do what [Andrew David Ladsky](#) did – [to gain £500k](#) – isn't 'Mr Big' – is it? So: why the across-the-board unfailing support? Because:

- this island-Kingdom has become a "[fantastically corrupt](#)" environment that has sold out to crime and is, consequently, controlled by crime, for the benefit of crime;
- he is 'Jewish' (e.g. '[Notting Hill's police](#) e-mails: [16 Mar 07](#) & [20 Mar 07](#)) - (see [Advisors to JH- Intro](#) for Jewish control over the British state)...
- – added to perhaps being a Freemason ([Persecution # 6](#)) who – as a result of *his own actions* - has exposed other Freemasons who, cowardly, take it out on me instead of him.

(*) Dictionary definition: "*Rachmanism: The exploitation and intimidation of tenants by unscrupulous landlords; 1960's after the notorious landlord [Peter Rachman](#)*"

And finally – **BY CONTRAST**: Her Majesty's police and judiciary sent a man suffering from mental and physical issues to prison (where he died) "[for stealing a gingerbread man from a bakery that had been looted](#)". (Every time I read that, it brings tears to my eyes, as well as a surge of rage against these supremacist monsters).

([Other examples of media articles on Her Majesty's police and courts](#))