

Key letters following my complaint: **08.02.05** 'Get lost!'
Mine of **19.02.05** leading to more 'Get lost!': **17.03.05**

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This is a complaint against Cawdery, Kaye Fireman & Taylor (CKFT), London NW3 1QA for committing criminal offences against me and causing highly detrimental consequences on my physical and emotional health, as well as financial position – in the process of supporting its client, Steel Services' unlawful claim against me of a service charge demand of £14,400

1 SUMMARY OF COMPLAINT

(NOTES: Throughout this document, references are made to source documents. A copy of the majority of these documents is enclosed as an appendix in chronological order. This is preceded by a list of the 132 enclosures, also in chronological order. Other documents are available on request.

In my reply I have referred to a number of residents at Jefferson House. To not only respect their privacy, but also guard against disseminating defamatory materials against them, I have referred to them by using a letter of the alphabet (not connected with their surname). For the same reason, in the supporting documents which include various letters from them, as well as materials issued by CKFT, West London County Court and Wandsworth County Court - I have crossed out their name.

Please note that the complaint I filed with your Office (and now referred to the Legal Services Ombudsman) against Piper Smith & Basham (now known as Piper Smith Watton) of 16 March 2004, your ref: CRO/45399-2004/RT4/AA1 R TUTT CRO, is related to this complaint)

My complaint against Cawdery Kaye Fireman Taylor (CKFT), London NW3 1QA, places reliance on:

1. The Rules and Principles of professional conduct comprised in The Guide to the Professional Conduct of Solicitors
2. Landlord & Tenant Act 1985
3. Theft Act 1968
4. Money Laundering Regulations / Proceeds of Crime Act 2002
5. Defamation Act 1996
6. The Criminal Justice Act & Public Order Act 1994

In pursuing instructions on behalf of its client, Mr Andrew David Ladsky (Steel Services), CKFT has acted in breach of:

1.1 Rules and principles of professional conduct comprised under 1.01 Practice Rule 1 (basic principles) of The Guide to the Professional Conduct of Solicitors

1.1.1 Principle (a) (independence and integrity)

- 1.1.1.1 CKFT has acted in breach of its duty as solicitors by acting in a way that was fraudulent and deceitful and used its position as solicitors to take unfair advantage for its client
- 1.1.1.2 CKFT repeatedly ignored legal and other evidence I supplied against its client's claim, opting instead to blindly implement its client's dictates

1.1.2 Principle (d) (repute of solicitors' profession)

- 1.1.2.1 CKFT has acted in circumstances which compromised the repute of the solicitors' profession by committing the offences detailed in this document
- 1.1.2.2 CKFT has sought improperly in correspondence, as well as proceedings in West London County Court, to demand from me (and indeed other residents) monies that were not due and payable – as ruled by the 17 June 2003 determination by the Leasehold Valuation Tribunal, and under the terms of my lease

1.1.3 Principle (e) (standard of work)

- 1.1.3.1 In spite of being told on numerous occasions that its client and its agent Ms Joan Doreen Hathaway, Martin Russell Jones, were acting in breach of their duty under Landlord & Tenant legislation, CKFT repeatedly opted to ignore the crucial requirements imposed on them by the said legislation
- 1.1.3.2 CKFT has repeatedly refuted my defence that the demand was in breach of the terms of my lease opting instead to align itself with its client in spite of the evidence
- 1.1.3.3 CKFT sent me an offer it described as a “Part 36 Offer”. This offer, which in fact was a ‘pre-action’ offer was not compliant with the CPR Rules as defined by Lord Woolf’s in the Ford v GKR Construction Ltd [2000] 1 All ER802 case as I was not supplied with the information necessary for me to assess it
- 1.1.3.4 As acting solicitors, CKFT drew-up just one claim for £303,793.27 against 11 residents, including myself (and representing a total of 14 flats) making us, by implication, jointly and severely liable for the claim – which is wrong as each flat has a set percentage share of the service charge. The claim was filed by Ms Joan Doreen Hathaway, Martin Russell Jones, on behalf of Steel Services in West London County Court on 29 November 2002
- 1.1.3.5 Following filing of the West London County Court claim, CKFT obtained orders / judgements through the Court against other residents – before – the Leasehold Valuation Tribunal issued its report on 17 June 2003
- 1.1.3.6 Consequently, in the said actions, CKFT negotiated with me on the one hand while, at the same time, it pursued different amounts in West London County Court and Wandsworth County Court from other residents – leading to residents being charged differentially for the works. CKFT’s client cannot charge differentially:
- (1) as consistently provided and confirmed by its agent, Martin Russell Jones, the amount of service charge for each flat is a fixed percentage;
 - (2) the global sum to which these fixed percentages are applied must be the same for all the 35 flats in the block.
- 1.1.3.7 CKFT has failed to amend the West London County Court claim, dated 29 November 2002, to reflect the amount determined by the LVT and continued to pursue proceedings under the original claim.
- 1.1.3.8 CKFT has also failed to observe other proper standards of work in the context of the West London County Court proceedings by, among others:
- (a) not taking action to stay the court proceedings as: I was issued with court notices before I had a copy of the LVT determination of 17 June 2003; the claim against me was not amended to reflect the LVT determination of 17 June 2003;
 - (b) asking for a Case Management hearing (24 June 2003) which was premature as I had leave of appeal to the Lands Tribunal;
 - (c) in the case of the said hearing, Mr Silverstone, CKFT, handed me, barely minutes before seeing the Judge a draft order and case summary which I had never seen before
 - (d) not issuing me with its skeleton argument for a hearing (28 May 2004)

1.1.4 Principle (f) (duty to the Court)

- 1.1.4.1 CKFT breached its duty to the Court by pursuing proceedings which amounted to an abuse of process of Court as:
- (a) I (and other residents) had been told by the LVT at a pre-trial hearing on 29 October 2002 to **not pay** the service charge until the Tribunal had issued its determination – and it had

therefore been implemented. Yet, a month later, a claim against myself (and 10 other residents) produced by CKFT was filed in West London County Court;

(b) fully cognisant of the LVT action - instigated by its client - CKFT nonetheless proceeded with the court action

- 1.1.4.2 As I (and other residents) had been told by the LVT to **not pay** the service charge demanded until the Tribunal had issued its determination, and it had therefore been implemented, by issuing and pursuing proceedings simultaneously – and knowingly - under 2 separate jurisdictions, West London County Court and the LVT – CKFT placed me (and other residents) in a situation of double jeopardy
- 1.1.4.3 In the said proceedings, CKFT sought improperly to recover monies allegedly by way of service charge which were not due and payable
- 1.1.4.4 In the same proceedings, it knowingly made statements that were untrue and accompanied these by signing a Statement of Truth all with the objective of obtaining monies that were not due and payable. In my case, one such instance entailed the signing of a false Statement of Truth by Ms Ayesha Salim, CKFT
- 1.1.4.5 In committing these actions, CKFT is in breach of its duty to the Court as by the said Practice Rules imposed on solicitors

1.2 CKFT has committed criminal offences under the Theft Act 1968

1.2.1 Section 16 (1) of the Act: “... by any deception dishonestly obtaining for... another any pecuniary advantage...”

- 1.2.1.1 CKFT obtained from me (and other residents) monies that were not due and payable under the terms of my lease and as per the 17 June 2003 determination by the Leasehold Valuation Tribunal by denying / misrepresenting the true legal position and by supporting its client's false claims
- 1.2.1.2 CKFT demanded payment outside of the terms of my lease

1.2.2 Section 21 of the Act: “Blackmail”¹ – (1) A person is guilty of blackmail if, with a view to gain for himself or another or with intent to cause loss to another, he makes any unwarranted demand with menaces...”

- 1.2.2.1 CKFT inappropriately used Forfeiture legislation, as well as threatened to contact my mortgage lender as a means of obtaining from me monies not due and payable.
- 1.2.2.2 CKFT continued using blackmail, extortion², bullying³ and fraudulent⁴ tactics to obtain monies not due and payable in spite of being provided with information demonstrating that his

¹ Definition of ‘**blackmail**’ sourced from 4 different English dictionaries, as well as the website of charity organisations who deal with this particular issue: “To exact or attempt to exact (money or anything of value) from (a person) by threats or intimidation”; “The exertion of pressure or threats, esp. unfairly, in an attempt to influence someone’s actions”; “The act of making others do what one wants through fear”; “Being made to feel afraid or timid; a communication that makes you afraid to try something”

² Collins English Dictionary definition of ‘**extortion**’: “To secure (money, etc.) by intimidation, violence, or the misuse of influence or authority”

³ Definition of ‘**bullying**’ sourced from 4 different English dictionaries, as well as the website of charity organisations who deal with this particular issue: “To intimidate or badger with threats”; “Bully – a person who hurts, persecutes, or intimidates weaker people, especially to make him / her do something”; “The act of intimidating a weaker person to make them do something”; “A bully is an individual who tends to torment others. Bullying is generally seen as a form of harassment”

⁴ Collins English Dictionary definition of ‘**fraud**’: “Deliberate deception, trickery or cheating intended to gain an advantage; an act or instance of such deception; something false or spurious”

client's claim was not justified. In the end this led me to pay £6,350 which I did not owe because the demand was not supported by certified accounts and, in addition, contains the sum of £1,735 which is not justified.

- 1.2.2.3 Fully cognisant of the fact that its client's claim against me was false, CKFT relentlessly pursued me in court to obtain monies not due and payable

1.3 CKFT has committed a criminal offence under the Criminal Justice Act & Public Order Act 1994

1.3.1 Section 4A of the Act: Makes it a "...criminal offence to cause harassment, alarm or distress with intent by using threatening words"

- 1.3.1.1 In numerous correspondences over a period of 20 months CKFT has caused me to suffer harassment, alarm and distress by threatening to take actions against me and by claiming for costs and disbursements in its correspondence which was intended to pressure me into accepting a claim which could not be justified. Many of these letters were sent by either Mr Silverstone or Ms Ayesha Salim.

- 1.3.1.2 CKFT caused me alarm and distress by threatening to "*take injunctive steps*" against me following false allegations by its client

1.4 Having committed criminal offences (punishable under UK law), CKFT also committed offences under the Money Laundering Regulations / Proceeds of Crime Act 2002

- 1.4.1.1 CKFT aided and abetted its client in obtaining criminal proceeds over a period that spanned from October 2002 to June 2004 – as the amount I ended-up paying as a result of its blackmail and extortion tactics was not due and payable – and still is not to this day

- 1.4.1.2 CKFT sought improperly to recover monies allegedly by way of service charge which were not due and payable

- 1.4.1.3 CKFT cashed my cheque for £6,350 which was a sum not due and payable

- 1.4.1.4 Failing to check the identity of its client, resulting in its claims, over a period of at least three months that it was acting on behalf of an entity when, in fact, the evidence demonstrates did not exist

- 1.4.1.5 "*Knowing receipt*" - *Dishonest assistance to a trustee by assisting, with knowledge, in a fraudulent and dishonest design on the part of the trustees*". CKFT committed this offence on the basis that, as defined under Section 42 of the Landlord & Tenant Act 1985, a landlord is the trustee of the account(s) in which tenants' service charge contributions are paid - and on the basis of the aforementioned offences.

1.5 CKFT has committed offences under the Defamation Act 1996 by originating, as well as disseminating to other residents at Jefferson House and, hence, the public at large, County Court documents with my name on them which, it knew, contained defamatory statements about me

- 1.5.1.1 CKFT filed a claim against me in West London County Court on 29 November 2002 which it knew to be false. On the same claim it listed 10 other residents resulting in the dissemination of this libellous, defamatory material to the public at large

- 1.5.1.2 It continued issuing and releasing to other residents court related documents that contained false claims against me until August 2004

- 1.5.1.3 These documents deliberately set out to mislead as CKFT had absolute knowledge that these documents contained false statements

1.5.1.4 I could suffer great financial loss as a result of this in future as, seen in isolation, any reasonable and respectable people who come across these documents will think less of me as a result. Among others, this could have a catastrophic effect on my future employment prospects. (My job applications may be rejected due to the defamatory statements issued and circulated by CKFT)

1.6 Conclusions

I view CKFT's conduct and method of operating as evil and immoral.

I have consistently agreed that repair and redecoration works are required at Jefferson House. Obviously – and contrary to CKFT and its client's claim that the reason I have been challenging the service charge demand is because I did not want to pay it (which was the opening statement made by Steel Services' Counsel, Mr Warwick, during the LVT proceedings) – I fully expect to pay my share. (As indeed I have done in the past since becoming a lessee in 1986). However, when presented with a £14,400 demand, I do expect to be provided with detailed information as to what this sum is going to be used for – as per my statutory rights.

Subsequent events have demonstrated that CKFT and its client do not consider this to be a legitimate request. Indeed, instead of addressing statutory requirements, they opt for an arsenal of blackmail, extortion, bullying and intimidation tactics in order to, one way or another, obtain payment – relying heavily on lessees giving up because of, among others, the unbearable toil their actions have on them.

Because of CKFT's actions I have suffered the most awful amount of sustained stress, anguish, torment and distress from October 2002 onwards leading to serious consequences on my physical and emotional health requiring the need to seek medical treatment.

It has caused me loss of earnings as I have had to take time off work to, not only attend hearings, but also in order to write the voluminous amount of correspondence that this false claim has forced me to generate. It has also cost me the majority of my spare time since October 2002.

Fighting the claim which I knew to be unjustified and unlawful, has led me to spend c. £50,000 on professional advice, as well as several thousand pounds on document production, postage, etc.

There are many other costs such as causing me humiliation as I work in the financial services sector and therefore had to report that I was facing a court case. And there are also future potential costs: those resulting from circulating defamatory materials about me.

Had CKFT been a decent firm, it would have told its client in the weeks that followed the demand that its action was illegal. Instead, by blindly backing-up its client, CKFT has quite literally ruined my life over the last 2 years.

I therefore expect to receive the maximum compensation of £5,000 from the Law Society.

As I have made the payment of £6,350 to CKFT, I also want to be reimbursed of this amount less £250 i.e. £6,100. This is because, in the end, its client opted to totally disregard the LVT determination and appointed a new contractor, Mansells, who had not tendered against the contractor, Killby & Gayford, for which the price specification was the basis of the LVT proceedings. Therefore, the 'so called' Section 20 Notice of 2002 has been invalidated and a new one should have been issued. This has not happened.

Because of this, under the Landlord & Tenant Act 1985, in particular the statutory instrument 2003 No 1897, of the £6,350 Steel Services has had from me (part of it for over one year), it can only spend £250 on Mansells.

I also want interest at 8% per annum on: the sum of £2,255.07 since 7 September 2003 to the date the banker's draft is received by my bank, and on the sum of £3,844.93 since 23 December 2003 to the date the banker's draft is received by my bank.