Departmental Data Protection Compliance Officer
Ministry of Justice
102 Petty France
London SW1H 9AJ

Ms Noëlle Klosterkotter-Dit-Rawé
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NB: see also my 12 Jul 09 complaint to the Parliamentary Ombudsman against the LVT, West London County Court and Wandsworth County Court; her 29 Jul 09 'reply'; mine of 27 Aug 09; hers of 22 Sep 09

(By *'Special Delivery Next Day'*)

2 January 2010

In my **02.02.10** letter to **Stephenson, Met Commissioner, Rifkind**, **PHSO,** I reported that **they had ALL gone into silent mode**. Hence, I opted to file this SAR. But: the criminal psychological harassment (Persecution # 1) **continued**: the **11.01.10** follow-up; my **19.01.10** reply and the **21.01.10** response.

Dear Madam/Sir

SUBJECT ACCESS REQUEST UNDER THE DATA PROTECTION ACT 1998

1 INTRODUCTION

See the **01.03.10** 'response' to my SAR- events under **LSO # 9**

Since 1986, I am the owner of a lease on flat 3, Jefferson House, 11 Basil Street, London SW3 (address NOT for correspondence).

Since 2002, I have been dragged through tribunal and courts because of fraudulent 'service charge' demands instigated by Andrew David Ladsky, individual who controls / is the front man for the multiplicity of 'paper companies' associated with Jefferson House ('paper companies' as (when he et.al bother to pay the registration fee), the companies are registered offshore in the British Virgin Islands, Panama, Gibraltar, etc.).

This Subject Access Request relates to events with:

- The London Leasehold Valuation Tribunal in 2002-03 – as, while the LVTs were comprised under the then Office of the Deputy Prime Minister – the panels' chairs are appointed by the Lord Chancellor (Source: http://www.rpts.gov.uk.about_us/lvt.htm); the President of the LVTs in relation to my complaint
- West London County Court in 2002-04, and in 2007-08
- Wandsworth County Court in 2004
- Supreme Court Costs Office on 30 January 2009
- HMCS Customer complaints departments in 2004, and in 2007-08

- All, the tribunal and the courts contain a summary of events; breaches of the law; impact on me
-Snapshots under **kangaroo courts**

The sections and page location are:

2 PARTIES AND ABBREVIATIONS

2.1 Courts and tribunal

- **London Leasehold Valuation Tribunal (LVT)**, entailing the following parties: Mr J.C. Sharma JP, FRICS, Chair at the 29 October 2002 pre-trial hearing; Mrs J.S.L. Goulden JP, Chair at the subsequent hearings, with Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, as panel members; David Stewart, Clerk to the Tribunal; Mrs Sheila Sanz, Clerk to the Tribunal; Mrs Siobhan McGrath, President LVTs – in relation to my complaints.
- **West London County Court (WLCC)** which entailed the following judges: **(1) in 2002-04**: **(i)** District Judge Wright; **(ii)** District Judge Madge; **(2) in 2007-08**: **(i)** District Judge Ryan, **(ii)** District Judge Nicholson; **(iii)** Deputy District Judge McGovern. Other staff are: **(i)** Mr Joseph, Courts section; **(ii)** Miss Prentice, Courts section. It is my impression that, throughout i.e. from 2002 onwards the Court Manager has been Debbie Wharton.
- **Wandsworth County Court (WCC)** which, **in 2004**, entailed the following judges: **(i)** District Judge Ashworth; **(ii)** Judge Knowles, as well as the following staff: **(i)** Mr Zaidi; **(ii)** Mr R Stephenson, Civil Process section; **(iii)** Mr S J Davies, Civil Process Section.

- **HMCS 'Customer Service'**, involving, in particular **(1) in 2004**: **(i)** Lord Falconer of Thoroton to whom I addressed 'my cry for help', and **(ii)** Ian Anderson, Head of Customer Service, who 'responded'; **(2) in 2007-08**: **(i)** Kevin Pogson, Regional Director, Southwark Bridge to whom I addressed my complaint; **(ii)** Suki Bhangra, Customer Service Officer, London Civil & Family Director's Office, Southwark Bridge; **(iii)** Lynsey Noon, Customer Service Officer, London Civil & Family Director's Office, Southwark Bridge; **(iv)** Alex Clerk, Customer Service Unit, Petty France; **(v)** Paulette James OBE, Customer Service Unit, Petty France; **(vi)** Jack Straw, Justice Secretary to whom I sent 2 'cries for help'.
- Supreme Court Costs Office **(SCCO)**, entailing Deputy Master Hoffman.

2.2 Other parties

2.2.1 'Paper companies' associated with Jefferson House

- **Steel Services Ltd (SS)**, registered in the British Virgin Islands (when the fee is paid).
- **Lavagna Enterprises Ltd** BVI
- **Rootstock Overseas Corp**, 'registered' in Panama
- **Sloan Development**
- **Jefferson House Ltd**, known to also be 'registered' offshore

2.2.2 Advisors to 'paper companies'

- **Brian Gale, MRICS**, of then Brian Gale Associates - Andrew Ladsky's surveyor.
- **Killby & Gayford –** construction company that produced a partially priced specification, used as the basis for the 2003 Tribunal hearings.
- **Mansell Construction Services** – construction company appointed in August 2004, instead of Killby Gayford.
- **Martin Russell Jones (MRJ)**, Edgware, Middlesex HA8 7BJ – 'managing' agents for Jefferson House, comprising of Joan Doreen Hathaway, MRICS, and Barrie Robert Martin, FRICS - who take their orders from Andrew Ladsky.
- **Cawdery Kaye Fireman & Taylor (CKFT)**, London NW3 1QA - Andrew Ladsky's solicitors, comprising of Lanny Silverstone, partner, and Ayesha Salim.
- **Laytons**, London EC4Y 0LS, Andrew Ladsky's solicitors.
- **Portner and Jaskel (PJ)**, London W1U 2RA – Andrew Ladsky's solicitors, comprising of, among others, (then) Jeremy Hershkorn, Ahmet Jaffer and Daniel Broughton.
- **Pridie Brewster**, Twickenham, Middlesex TW1 3SZ, 'accountants for Jefferson House', comprising of Roger Clement, member of the Institute of Chartered Accountants for England & Wales **(ICAEW).**
- **M Warwick,** counsel for 'Steel Services' in relation to the 2003 LVT hearings.
- **Greg Williams**, 2 Gray's Inn Square Chambers, London, counsel for Rootstock Overseas Corp, Steel Services (and Sloan Development) in relation to the 27 February 2007 WLCC claim.

2.2.3 My parties

- **Tim Brock, LSM Partners** – surveyor for the London LVT hearings.
- **Oliver Fisher -** solicitors for the London LVT hearings.
- **Piper Smith Basham/Watton (PSB) -** solicitors, comprising of Richard Twyman, partner, and Lisa McLean – used between end August 2003 and November 2003.

- **Paul Staddon** – barrister for the London LVT hearings.
- **David Pliener** – barrister employed by PSB for the 26 August 2003 WLCC hearing.
- **Stan Gallagher** – barrister for the reply to SS's 'offer' of 21 October 2003.

3 EVENTS PRE LONDON LEASEHOLD VALUATION TRIBUNAL PROCEEDINGS

1. Within two years of *"Jefferson House Ltd"* and *"Steel Services Ltd"* (SS) aka Andrew Ladsky et. al taking over ownership of Jefferson House in 1996-97, it became evident that a major scam was being set-up. Among others, it included planning applications to build a massive penthouse flat that spans the whole length and width of Jefferson House, and for major alterations to the block, as well as two bogus *"notices of first-refusal"* (in 1999 and 2000).

2. In February 2002, Brian Gale, MRICS, issued a *"condition survey"* of Jefferson House, a block of then, 35 apartments. Given subsequent events, of the many 'gems' in Gale's report, of note are his comments about the roof of Jefferson House "*...the roof has exceeded* [its] *modern life span… replacing the asphalt roof...needs to dealt with as a matter of urgency".*

3. 'Based' on this survey, Joan Hathaway, MRICS, MRJ, 'managing' agents for Jefferson House, issued a 15 July 2002 global service charge demand of £736,200 to the leaseholders claiming that these costs were for *"repair and maintenance works"* to the block.

4. Based on my 1.956% share, the sum demanded of me in the 17 July 2002 invoice was £14,400.

5. No detail of costing was supplied with the demand – in breach of my statutory rights under S.20 of the Landlord & Tenant Act 1985. (The Tribunal recognised that detailed costing had *not* been supplied: points 14 and 16 of its 17 June 2003 'determination')

4 LEASEHOLD VALUATION TRIBUNAL – 2002-03

4.1 Events – Leasehold Valuation Tribunal – 2002-03

1. Indicative of the obvious objections from the leaseholders, three weeks after issuing the 15 July 2002 'service charge' demand, on 7 August 2002, SS-MRJ filed an application in the London LVT.

2. **The Tribunal waited more than two months to inform me** (and - only some - of my fellow leaseholders) **of the application** – as its letter is dated 8 October 2002.

3. **It waited another two days to inform** – **likewise, only some of us** - in its 10 October 2002 letter, **that a pre-trial hearing was scheduled on 29 October 2002.**

4. Lack of awareness of the application among some of my fellow leaseholders, combined with the short notice among those who had been informed of the action (a significant number had their main residence overseas – a fact I pointed out in my 24 October 2002 letter to the Clerk, David Stewart) - 'very conveniently' for SS (= Andrew Ladsky) and his aides - resulted in many not attending / being unable to attend the hearing.

5. By **failing to inform some of my fellow leaseholders of the 7 August 2002 application** (on which all the flats are listed) / **excluding them from other communications** (proven during the hearings), the LVT breached their statutory rights under s.20(4)(3) of the Landlord and Tenant Act 1985 (*"The tenants concerned are all the landlord's tenants of flats in the building by whom a service charge is payable to which the costs of the proposed works are relevant"*).

6. This exclusion **had a major impact on me** as, combined with the filing of the 29 November 2002 WLCC claim, ref. WL203537 – which, in total disregard of the fact that it was an abuse of process of court, was filed as a means of bullying my fellow leaseholders into paying the fraudulent demand - meant that I ended-up being the main leaseholder challenging the application.

7. In addition to stating that filing of the claim in WLCC is an abuse of process of court, Lisa McLean, Piper Smith Basham/Watton (PSB), solicitors, states in her 9 April 2003 letter to my then solicitors (Oliver Fisher) that my counsel, Paul Staddon, *"says that he feels the LVT are influenced by the fact that of a number of lessees only your client is disputing the level of service charges and also that the landlord had intimated to the LVT that no other lessee is disputing the service charges demanded. That is clearly not the case"*.

8. The LVT KNEW that I was far from being the only one challenging the fraudulent demand – as, in addition to attendance of the 29 October 2002 pre-trial hearing by some of my fellow leaseholders, it had also received objections from others e.g. 19 October 2002 letter from Leaseholder M to the Clerk, David Stewart, cc'd MRJ; 28 October 2002 fax from Leaseholder K, to the Clerk, David Stewart; 20 October 2002 email from Leaseholder C, to the Clerk, Sheila Sanz.

9. Lisa McLean, PSB, also states in her 9 April 2003 letter *"When we contacted the LVT to obtain a copy of the application we received the following voicemail message…"Hi Lisa McLean, its David Stewart at the LVT just getting back to you… I've had an opportunity of speaking to the chairperson of the tribunal… She also says that there is no need for you to be copied on all the papers on this application". This is of course entirely unhelpful and, if our client* [X] *is a party to the LVT proceedings then surely we must be entitled to receive a copy of the application and be entitled to represent our client in those proceedings…We have again today spoken to the LVT and they confirm they will contact the Landlords representative to ascertain exactly who is a respondent to this application!"*. (NB: Lisa McLean, PSB, attended the last day of the LVT hearing on behalf of her client/s – as evidenced under point 50 of the 17 June 2003 LVT report, LVT/SC/007/120/02).

10. Quite clearly, while the Tribunal of course KNEW that the application concerned ALL the leaseholders at Jefferson House, it was taking its orders from Andrew Ladsky and his aides as to which leaseholder should/should not be informed of the application.

11. The 'very convenient' 2 month delay gave Ladsky's puppets, MRJ and Cawdery Kaye Fireman & Taylor (CKFT), the opportunity to actively attempt to intimidate and bully me (and some of my fellow leaseholders) into paying the fraudulent 'service charge' by threatening immediate *"forfeiture"* of my flat, *"legal proceedings and costs"*. I brought this to the attention of the Clerk, David Stewart, in my 24 October 2002 letter, including supplying a 21 October 2002 letter from Silverstone, CKFT, to me, in which he confirms being aware that his client i.e. Ladsky has made an application to the LVT.

12. **The Tribunal proceeded with the 7 August 2002 application on the basis of a lease that is materially different from mine – thereby imparting a highly, materially false obligation on my part – and concurrently breaching the requirement of s.19(B) of the Landlord & Tenant Act 1985.**

13. Indeed, the lease supplied with the application, 'apparently' for flat 22 - unbelievably - states under Clause (2)(2)(c)(i) *"liability for…service charges – to be determined by and at the sole discretion of the Lessor"*. (Equivalent to saying: *"Give your cheque book to the lessor who will write himself a cheque for an amount of his choice"*)

14. The same Clause for my 10 March 1986 lease states *"The amount of the Service Charge payable by the Lessee for each financial year… shall be calculated by dividing the aggregate amount of the costs expenses and outgoings...by the aggregate of the rateable value (in force at the end of such year) of all the flats in the Building"*

15. The form for the 7 August 2002 application by SS-MRJ states *"Supporting information to be provided – Copy of the lease (or, where the application relates to more than one flat, a specimen lease together with a statement specifying any relevant differences between respective flats, or confirming that they are all the same)"*. (This requirement is from s.19(B) of the Landlord and Tenant Act 1985 *"Content of landlord's application for determination of reasonableness of service charge"*). On the form, the box was ticked – and no *"statement"* supplied.

16. As the Tribunal had not supplied me with any of the appendices, I did not know about the lease – and only found this out later.

17. **The Clerk, David Stewart, failed to acknowledge my correspondence in which I highlighted the fact that SS was a NON-EXISTENT company and could not therefore pursue an action in the Tribunal – nor, of course, demand monies from Jefferson House leaseholders.**

18. In my 22 October 2002 letter to the Clerk, David Stewart, I provided ample evidence, supported by a bundle of documents (including letters from the Tenancy Relations Officer, Kensington & Chelsea housing), that SS was a non-existent company – as the authorities of the British Virgin Islands, where it was – finally - claimed to be domiciled, had replied to me on 8 August 2002 that SS had been ***"Struck-off the British Virgin Islands Register for non-payment of the licence fee"***. (One week previously, in his 1 August 2002 letter, Lanny Silverstone, CKFT, had replied to Kensington & Chelsea housing that *"Steel Services is an existing entity"*. Very clearly, this was NOT true).

19. The Clerk, David Stewart, did not acknowledge my 22 October 2002 letter.

20. (As a result of my copying CKFT on my letter to Stewart, the fee was evidently paid, as CKFT supplied a BVI 'Certificate of Good Standing' for SS, a few days later).

21. **The Clerk, David Stewart, failed to supply me** (and my fellow leaseholders) **with the – critical - supporting enclosures he had received with the 7 August 2002 application by SS-MRJ** (the enclosures are detailed on the first page of the application). This came to light at the start of the 5 February 2003 hearing.

22. **The Tribunal continued to do this at the 29 October 2002 pre-trial hearing** – chaired by Mr J.C. Sharma JP, FRICS, with the Clerk, David Stewart, in attendance - when we, leaseholders, were all clamouring for a copy of a detailed priced version of the works.

23. This is in spite of the fact that the Tribunal had received (since sending 'some of us' the 10 October 2002 letter) a letter from me, dated 22 October 2002 (and several from my fellow leaseholders) in which we ALL stated that we had NOT been provided with evidence in support of the 15 July 2002 'service charge' demand.

24. As a result of this being exposed by my barrister at the 5 February 2003 hearing (point 13 of the 17 June 2003 LVT report, LVT/SC/007/120/02), when asked by the Chair, Mrs J.S.L. Goulden JP, **the Clerk, David Stewart, admitted that *"Not all the residents were copied on the enclosures"***.

25. **Siobhan McGrath, President LVTs, failed to take action when I informed her that – against the very specific instruction given to me (and my fellow leaseholders) by the Chair, Mr J.C. Sharma JP, FRICS, at the 29 October 2002 pre-trial hearing - to NOT pay the service charge demand – SS had nonetheless started an identical action in WLCC, by filing the 29 November 2002 claim, ref WL203537**.

26. In addition to me and other leaseholders, SS's parties in attendance at the 29 October 2002 pre-trial hearing included, among others, Andrew Ladsky (claiming that he was *"just a resident"*), Joan

Hathaway, MRICS, and Barrie Martin, FRICS, MRJ, and Brian Gale, MRICS, Ladsky's other surveyor (who undertook the February 2002 'condition survey' of Jefferson House).

27. During that hearing, the Chair, Mr J.C. Sharma JP, FRICS, asked us i.e. leaseholders, whether we had paid the 'service charge'. We ALL replied that we had not because we had not been provided with the supporting evidence.

28. We were told to **NOT pay** the service charge demand until the Tribunal had issued its determination and it had been implemented. To this effect, the Tribunal gave each one of us a booklet *"Applying to a Leasehold Valuation Tribunal – Service charges, insurance, management"* which, on page 5, highlights the Court of Appeal case Daejan Properties v. LVTs *"LVTs only have the jurisdiction to decide the reasonableness of disputed service charges* ***that are still unpaid"***.

29. On receiving the WLCC 29 November 2002 claim on 4 December, I spoke to LEASE (Tony Hessian), explaining the situation. I was urged to bring this to the attention of the LVT as the same action could NOT be pursued concurrently in two separate jurisdictions. I then spoke to the Clerk, David Stewart, to ask whether the Tribunal was aware that SS had filed a claim in WLCC. He replied that it was not. In response to my asking what I should do given the conflict with the LVT's jurisdiction, I was told to *"continue with the actions"*.

30. In my 9 December 2002 letter to Siobhan McGrath, President LVTs, I explained events and asked *"What action do you propose to take since this action in the County Court conflicts with the jurisdiction of the LVT?"*

31. The 11 December 2002 reply from the Clerk, David Stewart, was, in effect *"not our problem"* (and WLCC held the same position).

32. **The Chair, J.C. Sharma JP, FRICS, and the Clerk, David Stewart, repeatedly ignored my correspondence in which I kept highlighting MRJ's non-compliance with the 29 October 2002 pre-trial directions – resulting in my not being able to comply with the Tribunal's directions due to not being provided with the necessary information - to which I am legally entitled.**

33. I sent 3 letters to the LVT stating that MRJ was failing to comply with the 29 October 2002 directions: 25 November 2002 and 18 December 2002 to the Clerk, David Stewart, 12 January 2003 to J.C. Sharma JP, FRICS, in which I consequently requested a postponement of the 5 February 2003. I also copied Sharma on my 12 January 2003 letter to Joan Hathaway, MRICS, MRJ, in which I also highlighted her failure to comply with the 29 October 2002 directions.

34. In spite of my repeatedly informing the Chair, J.C. Sharma JP, FRICS, and the Clerk, David Stewart, that I had not been supplied with the necessary information to challenge the application at a hearing – the Tribunal refused my request for a postponement of the 5 February 2003 hearing and, in the process, ignored its own rule about the consequences for an applicant who fails to comply with the Tribunal's directions.

35. Having ears and eyes only for the lies of one of its clan members, Joan Hathaway, MRICS, MRJ, who, among others, wrote to David Stewart, Clerk to the Tribunal on 20 January 2003 falsely claiming that I had been provided with the information - the Tribunal refused my request for a postponement of the 5 February 2003 hearing.

36. Causing me a huge amount of anguish and distress, my being treated as a non-entity by the Tribunal led me to conclude that I had to employ a surveyor, a solicitor and barrister – FAST!

37. In the process, the Tribunal breached its own rule stated at the bottom of its 29 October 2002 pre-trial directions *"Failure to comply with these directions may result in prejudice to a party's case. In*

particular, failure to provide evidence as directed may debar the defaulter from relying on such evidence at the hearing. In the case of the applicants this could result in dismissal of the application"

38. At the 5 February 2003 hearing, exposure of the lies by Joan Hathaway, MRICS, MRJ - and of the evident complicity by the Clerk, David Stewart - finally led the Chair, Mrs J.S.L Goulden JP, to agree to postpone the substantive hearings *"in the interests of justice"*

39. The outcome of my being represented at the 5 February 2003 hearing, during which my barrister managed to expose Joan Hathaway's lies, as well as get an admission from the Clerk, David Stewart, that *"not all the leaseholders were supplied with the enclosures"* - led the Chair, Mrs J.S.L. Goulden JP, to postpone the substantive hearing to 13 March 2003 *"in the interests of justice"*.

40. The Tribunal continued to take no sanction whatsoever against SS parties – in spite of the fact that the outcome of the hearings had overwhelmingly demonstrated that their submissions, including *"Expert Witness"* reports' to the Tribunal, as well as correspondence, were a pack of lies – hence, endorsing SS parties' absolute, utter contempt of Her Majesty's Tribunal.

41. The verbal and written submissions during the hearings, as well as surrounding events, very clearly demonstrated that Brian Gale, MRICS, had lied to the Tribunal in his 13 December 2002 and 24 February 2003 *"Expert Witness"* reports. (In relation to the latter, I also submitted to the Tribunal a 13 March 2003 reply to some of the sections).

42. They also demonstrated that Joan Hathaway, MRICS, MRJ, had likewise lied in her communications to the Tribunal of 8 October 2002, 20 January 2003 and 4 March 2003. This is in addition to the lies by Andrew Ladsky, among others, in his letter to the Tribunal (point 50 of the 17 June 2003 report, LVT/SC/007/120/02). All of the lies were supported by SS' counsel, Mr Warwick. The Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, and the other Tribunal's parties - turned a blind eye and a deaf ear to ALL of this as well. Hence: turned a blind eye and a deaf ear to SS parties' absolute, utter contempt of Her Majesty's Tribunal.

43. The Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb failed to perform their legal remit – and therefore breached the requirement imposed on them under s.19 of the Landlord & Tenant 1985 - by NOT including a summary of the impact of their 'determination' on the global sum demanded.

44. In his 29 October 2002 pre-trial directions, the Chair, J.C. Sharma JP, FRICS, defined the Tribunal's remit as *"The application is for the Tribunal to determine the reasonableness of the refurbishment and repairs work proposed by the applicants at a cost of 736,206.09*", while in their 17 June 2003 'determination' (LVT/SC/007/120/02), the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, wrote *"1. The Tribunal was dealing with an application to determine the reasonableness of a service charge to be incurred under Section 19 (2B) of the Landlord and Tenant Act 1985"*

45. While the 17 June 2003 report from the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, is a fair representation of what came to light during the hearings - at the 11th hour, they made a U-turn - by NOT including a summary of the impact of their determination on the global sum demanded.

46. That it was their remit, was further confirmed in the 21 July 2003 letter from the Tribunal's Clerk, Sheila Sanz, to Lanny Silverstone, CKFT - which was in response to his 17 July 2003 letter *"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 charge account from which no doubt you can assess the proportion for that particular tenant"*

47. It is also confirmed by the 9 April 2003 letter from Lisa McLean, PSB, solicitors, to my then solicitors *"I have had an opportunity of speaking to the chairperson of the tribunal and she informs me that what the tribunal is looking to determine is the reasonableness of the global figure that's attributable to the whole block"*

48. **Siobhan McGrath, President LVTs, twice refused my request to address this very major failing – with the consequence that: (1) in order to determine the impact of the 'determination' on the global sum demanded, I had to pay a further £1,800 to my surveyor, on top of the £25,000+ the Tribunal had already cost me; (2) I had to continue battling with CKFT and WLCC for the following 10 months; (3) the majority of my fellow leaseholders were illegally made to pay the full amount demanded.**

49. Analysis of the 17 June 2003 LVT report by my surveyor (which cost me an extra £1,800, on top of the £25,000+ the Tribunal had already cost me) revealed that, of the £736,200 originally demanded by SS, the Tribunal viewed c. £500,000 (incl. the contingency fund) as *"unreasonable"* – or a reduction of nearly 70%.

50. The 12 September 2003 'response' from Siobhan McGrath, President LVTs, to my 6 September 2003 request for the Tribunal to perform its legal remit by including a summary of the impact of its determination on the global sum demanded of £736,200 - was a refusal, claiming *"neither I nor the tribunal have the power to re-open a decision"*.

51. In my 6 October 2003 reply I argued that providing a summary of the decision *"does not amount to "re-opening a decision" - "rather it is about your tribunal completing an unfinished report"*.

52. It led to her second 'no' in her 26 November 2003 letter, stating *"this may well be regarded as providing additional reasons"*. (NB: Sure! £500,000 worth of *"additional reasons"* to my fellow leaseholders to refuse to pay the fraudulent 'service charge' demand / ask for a refund / go back to WLCC for its role in abusing its power, bullying them into paying monies NOT due and payable. But of course, this would have upset Ladsky's and his puppets' plan to make us, leaseholders, pay for the construction of the penthouse flat, addition of 3 other flats to Jefferson House, and associated costs – and thereby deprive them of a multi-million Pound jackpot – starting with the sale of the penthouse flat for £3.9m).

53. Indeed, (based on information supplied by the Institute of Chartered Accountants for England and Wales in its 29 August 2006 'reply' to my complaint against its member, Pridie Brewster, accountant for Jefferson House): **17 flats had been made to pay the FULL amount by 31 December 2002** (Hence, BEFORE the start of the Tribunal hearings); **by 31 December 2003, 9 out of the 14 flats on the WLCC claim had also been made to pay the FULL AMOUNT**. **In total, the 25 flats, hence, the majority of the leaseholders had been made to pay £502,000 by 31 December 2003.**

54. As stated under point 64 of the 17 June 2003 Tribunal report *"...the Respondent and other tenants could not be forced to contribute in the case of improvements and/or works not determined as reasonable by the Tribunal."*

55. In its 29 August 2006 'response' the ICAEW states that *"What is crucial in the decision is that the LVT stated that tenants could willingly contribute towards the extra costs should they wish to do so"*

56. To which my reply is: **If the leaseholders were that *"willing"*, how come they ended-up having the 29 November 2002 claim filed against them?**

57. Of course they were **NOT** *"willing"*: We had the equivalent of 'a gun held to our head'. We had been terrorised by MRJ and CKFT with threats of forfeiture, of proceedings and costs – which the Tribunal

(and WLCC) knew about, among others, from my correspondence. We had NOT been provided with the required information to justify the 'service charge' demand – information to which we were legally entitled. Ditto in terms of knowing about this from, among others, my correspondence. We had persistently been lied to. We knew it – and kept writing it to the Tribunal (and WLCC).

58. At least, the ICAEW has confirmed that the leaseholders were made to pay *"extra costs"* i.e. monies NOT due and payable.

59. Since 2003, Siobhan McGrath, President LVTs, and Nicholas Kissen, LEASE, have – knowingly - placed on their online database - ref #992 - a so-called 'summary' of the 17 June 2003 'determination', LVT/SC/007/120/02, that contains libellous accusations against me, as well as being highly misleading. Therefore, to this day, the LVT continues to defame my name, character and reputation – in the public domain.

60. In my 9 November 2003 correspondence to Siobhan McGrath, President LVTs – on which I copied Nicholas Kissen, LEASE - I asked her to ensure that the summary of the case on the LVT database – accessible by the public – is *"factually accurate as the current version is particularly misleading"*

61. Indeed, it states: *"Dispute concerned works that, following delay caused by adjournment requested by Respondent…"* This is FALSE. As blatantly obvious, the *"ADJOURNMENT"* WAS CAUSED BY THE TRIBUNAL – NOT ME - because it colluded with SS aka Andrew Ladsky and his aides, MRJ, in ensuring that I was not supplied with the information to which I am legally entitled. And it was forced to act as per its mandate as a result of my turning-up with a surveyor, a solicitor and a barrister at the 5 February 2003 hearing - which it and its 'customers' were clearly not expecting.

62. The second part of the statement suggests further collusion as it states *"...the costs had risen from £564,467 to £592,762 or £600,904 from 30 June 2003 to 30 September 2003"* (sums exclude VAT) How on earth could the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, state – in their report DATED **17 June 2003** – that the *"costs had risen* ***from 30 June 2003 to 30 September 2003*** *to £600,904"* – hence, 3 MONTHS - POST – issuing their report.

63. In her 26 November 2003 response Siobhan McGrath wrote that *"The summary… was produced by LEASE and not by the LVT. The LEASE summaries are maintained on the web-site and not on the Tribunal's web-site"*. It must surely be the responsibility of the LVTs to ensure that *its* reports are accurately summarised by LEASE.

64. Of course, compilation of the 'extremely convenient' summary for SS = Andrew Ladsky was helped by the fact that the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, **FAILED** to perform their legal remit by NOT including a summary of the impact of their 'determination' on the global sum demanded.

65. Although I had copied Nicholas Kissen, LEASE, on my 9 November 2003 letter to McGrath, to this day, the summary has NOT been amended – and therefore, **to this day: the LVT continues to defame my name, character and reputation in the public domain.**

66. **In spite of knowing that they had disallowed nearly 70% of the original sum demanded due to very damning evidence revealed during the hearings – and contained in their OWN 17 June 2003 report - rather than issue a 20C Order, the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, complied with SS's (= Ladsky) request for a hearing in relation to my 20C application - intended to stop SS from putting its Tribunal related costs on the service charges for Jefferson House.**

67. In a letter dated 7 April 2003, my solicitor, Oliver Fisher, informed the LVT that I would *"be making an Application for an Order under Section 20(c) of the Act in relation to costs not being added to the service charge"*. He also informed MRJ of this, in a letter dated 7 April 2003.

68. In my 30 July 2003 letter to the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, I wrote *"In view of your judgement of 17 June 2003, I assume that there will be no obstacle in your making a 20C Order preventing the landlord, Steel Services from imposing their legal costs on the service charges for Jefferson House"*

69. The 1 August 2003 reply from Sheila Sanz, Clerk to the Tribunal, was to send me a 20C application form. I returned it to Sheila Sanz with a letter dated 12 August 2003 stating *"Given the Tribunal's decision of 17 June 2003, I assume that this is just for your administrative purposes"*. I followed this by quoting – from my surveyor's 31 July 2003 assessment of the 17 June 2003 'determination' – the sums disallowed by the LVT - and concluded with *"The evidence is there. The facts speak for themselves. The Applicant cannot be allowed to put on the service charge for Jefferson House the costs it incurred as a result of the action it pursued through the LVT. The Tribunal has the power to get this decision implemented now and I trust that it will do so."*

70. Not surprisingly – considering what had been taking place with the Tribunal from the very start – it complied with the request from Ladsky's puppets to have the application dealt with at a hearing which, in his 29 August 2003 letter, the Clerk, David Stewart, set for 8 October 2003. (The initial reply to my 12 August 2003 letter to the Clerk, Sheila Sanz, was a 14 August 2003 letter from the Clerk, David Stewart, that *"A copy of your application has been sent to the respondent and they have been invited to submit their comments…"*)

71. In the context of the battle that ensued over the following weeks about my 20C Application, Lisa McLean, Piper Smith Basham, sent me a 3 October 2003 Consent Order between *"Miss N K-Dit-Rawé, Applicant, and Steel Services Ltd, Respondent"*, endorsed by MRJ and Piper Smith Basham, which states *"All or any of the costs incurred, or to be incurred by the Respondent in connection with any proceedings arising out of its application to the Leasehold Valuation Tribunal dated 7 August 2002 are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant"*

4.2 Information request from Leasehold Valuation Tribunal – for 2002-03

1. FOR EACH of the following, please supply copy of relevant procedure/s, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that:

1. Led the Clerk, David Stewart, to conclude that he could wait more than two months to inform me, in a letter dated 8 October 2002, that SS-MRJ had filed an application in the Tribunal on 7 August 2002.

2. Led the Clerk, David Stewart, to conclude that he could wait another two days to inform me, in a letter dated 10 October 2002, that a pre-trial hearing was scheduled for 29 October 2002 – resulting in those of us who managed to attend losing the support of many more who could not attend due to the 10-day notice.

3. Led the Clerk, David Stewart, to conclude that he could breach my rights under s.20(4)(3) of the Landlord & Tenant Act 1985 *"The Tenants concerned are all the landlord's tenants of flats in the building by whom a service charge is payable to which the costs of the proposed works are relevant"* - by not supplying me with any of the supporting enclosures

to the 7 August 2002 application by SS-MRJ.

4. Led the Clerk, David Stewart, to conclude that he could breach the statutory rights of some of my fellow leaseholders - under s.20(4)(3) of the Landlord & Tenant Act 1985 - by not informing them of the 7 August 2002 application by SS-MRJ / refusing to supply them with documents relating to the application – thereby having, among others, a major, detrimental impact on me (and, of course, on them).

5. Led the Clerk, David Stewart, to conclude that he did not need to acknowledge my 22 October 2002 letter in which I informed him – with evidence in support - that SS was a non-existent company, and could NOT therefore: (1) pursue an action in the Tribunal; (2) demand any monies from me (and, of course, nor from my fellow leaseholders).

6. Led the Tribunal to conclude that it could overlook the requirement under s.19(B) of the Landlord & Tenant Act 1985 - by proceeding with the 7 August 2002 application by SS-MRJ on the basis of a lease that is NOT representative of my lease – as it contains a clause that is different from mine, and imparts a highly material, *false* obligation on me.

7. Led the Chair, J.C. Sharma JP, FRICS, and the Clerk, David Stewart, to conclude, at the 29 October 2002 pre-trial hearing, that they could continue to NOT provide me (*and my fellow leaseholders*) with any of the supporting enclosures to the 7 August 2002 SS-MRJ application – in spite of being repeatedly informed by me (and my fellow leaseholders) pre, and during the hearing that, in breach of our rights, we had NOT been provided with evidence in support of the 15 July 2002 'service charge' demand (fact that was proven at the 5 February 2003 hearing).

8. Led Siobhan McGrath, President LVTs, to conclude that she could ignore (11 Dec 02) my reporting, in my 9 December 2002 letter to her, that a conflict of jurisdiction was taking place as, in spite of my being told (as well as my fellow leaseholders) by the Chair, J.C. Sharma JP, FRICS, at the 29 October 2002 pre-trial hearing, to NOT pay the 'service charge' – and being given an LVT leaflet in support of this direction – SS had nonetheless started an identical action in WLCC by filing the 29 November 2002 claim, ref WL203537.

9. Led the Clerk, David Stewart, and J.C. Sharma JP, FRICS, to conclude that they could *repeatedly* ignore my correspondence in which I kept highlighting non-compliance by MRJ of the tribunal's 29 October 2002 pre-trial directions – resulting in my NOT being able to comply with the Tribunal's directions due to NOT being provided with the necessary information – to which I am legally entitled.

10. Led the Tribunal to conclude that it could refuse my request for a postponement of the 5 February 2003 hearing – in spite of being *repeatedly* informed that I had NOT been supplied with the necessary information to challenge the action at a hearing.

11. Led the Clerk, David Stewart, J.C. Sharma JP, FRICS, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, to conclude that they could ignore the Tribunal's own rule that *"failure to comply with the directions may debar a defaulter from relying on evidence at a hearing"* – by NOT taking any sanction *whatsoever* against MRJ – in spite of my *repeatedly* informing the Tribunal that MRJ was NOT complying with the 29 October 2002 pre-trial directions.

12. Led the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, to conclude that they could FAIL to perform their legal remit by NOT including, in their report, a summary of their 'determination' on the global sum demanded of £736,200 - and therefore *breach* the legal requirement imposed on them under s.19(2) of the Landlord

& Tenant Act 1985 - which they captured at the start of their 17 June 2003 report *"1. The Tribunal was dealing with an application to determine the reasonableness of a service charge to be incurred under Section 19 (2B) of the Landlord and Tenant Act 1985"* – and in J.C Sharma JP, FRICS, 29 October 2002 pre-trial directions *"The application is for the Tribunal to determine the reasonableness of the refurbishment and repairs work proposed by the applicants at a cost of 736,206.09*".

13. Led Siobhan McGrath, President LVTs, to conclude that she could twice refuse my request to address this very major failing – thereby playing into the hand of SS (= Andrew Ladsky) and his aides, of making us, leaseholders, *illegally* pay for the construction of a penthouse flat, addition of 3 other flats to Jefferson House, and related costs.

14. Led the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, to conclude that they could state, in their report dated 17 June 2003, that *"...the costs had risen from £564,467 to £592,762 or £600,904 from 30 June 2003 to 30 September 2003"* – hence, make these categorical claims about so-called 'costs increases' 3 MONTHS – POST issuing their report.

15. Led the Chair, Mrs J.S.L. Goulden JP, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb – to whom I addressed my 30 July 2003 letter asking them to issue a 20C Order - to conclude that they could agree to SS-CKFT's demand for a hearing following my 20C application - instead of issuing a 20C Order – in the knowledge that they had disallowed £500,000 of the global sum demanded (incl. contingency fund), or nearly 70% - due to extremely damning evidence revealed during the hearings – and contained in their OWN 17 June 2003 report.

16. Led Siobhan McGrath, President LVTs, and Nicholas Kissen, LEASE, to conclude that they could ignore my request for *"a factually accurate summary of the case on their online database"*.

17. Led Siobhan McGrath, President LVTs, and Nicholas Kissen, LEASE, to conclude that they could take the decision to, since 2003, defame my name, character and reputation by having a libellous 'summary' of the case on their online database, accessible by the public.

18. Led ALL the Tribunal's parties to conclude that they could FAIL to take any sanction *whatsoever* against SS parties by TOTALLY overlooking their absolute, utter contempt of Her Majesty's Tribunal – which is blatantly obvious from their verbal and written submissions to the Tribunal, including: false claims in the 7 August 2002 application and in the supporting enclosures; in their *"Expert Witness"* reports' (13 Dec 02; 24 Febr 03), as well as in their correspondence to the Tribunal (8 Oct 02; 20 Jan 03; 4 Mar 03) - all of which, thanks to my advisors, were exposed during the hearings as a pack of lies, and blatant intended theft.

19. Led: **(1)** the LVTs President, Siobhan McGrath; **(2)** the Chairs, J.C. Sharma JP, FRICS, and Mrs J.S.L. Goulden JP; **(3)** the panel members, J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb; **(4)** the Clerks, David Stewart and Sheila Sanz; **(5)** Nicholas Kissen, LEASE – to conclude that they were exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 "*to be treated fairly and with dignity by the Tribunal and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

20. …in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 6 *"Right to a fair hearing – including the right to an independent and impartial tribunal, and the presumption of innocence"*; Article 13 *"Right to an effective remedy"*; Article 14 *"Right*

to not be discriminated against" – for the reasons detailed above.

2. Please provide detail of individuals / organisations to which the Tribunal has supplied data about me - as well as copy of:

(1) The information supplied to the individuals / organisations

(2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. Please supply copy of any other information held about me by the Tribunal.

5 WEST LONDON COUNTY COURT – 2002-04

5.1 Events – West London County Court – 2002-04

1. **WLCC proceeded with the 29 November 2002 claim, ref WL203537 - in spite of having absolute knowledge that the same action was being pursued in the LVT**

2. Although the LVT had very specifically told us, leaseholders, at the 29 October 2002 pre-trial hearing to NOT pay the 15 July 2002 'service charge' demand – and the hearing had been attended by, among others, Andrew Ladsky and Joan Hathaway, MRICS, MRJ - on 29 November 2002 a claim, ref WL203537, was filed against me (and 10 of my fellow leaseholders – representing a total of 14 flats) – for the FULL AMOUNT demanded in the 15 July 2002 'service charge' demand.

3. The claim was drawn-up by Andrew Ladsky's solicitors, Cawdery Kaye Fireman & Taylor (CKFT), on behalf of 'my landlord', Steel Services Ltd (SS) (= Ladsky).

4. **WLCC repeatedly ignored my highlighting that an abuse of process of court was taking place, as the same action was being pursued concurrently in the LVT.** My initial correspondence are

   (1) my 10 December 2002 letter stating *"I wish to bring to your attention the fact the claimant has brought exactly the same action under the Leasehold Valuation Tribunal (LVT/SC/007/120/02)"*;

   (2) my 17 December 2002 letter, headed *"Action to be stayed"*;

   (3) My 17 December 2002 response to the claim in which I wrote *"I deny the claim because no justification has been provided for the sum demanded"; (2) "Claimant already pursuing claim through the London LVT (LVT/SC/007/120/02) and process already fairly advanced"*. These were followed by another 3 letters from me to WLCC (detailed below) in which I repeated this.

5. That, proceeding with the action in WLCC at the same time as in the LVT was an abuse of process of court is further confirmed in e.g. the 9 April 2003 letter from Piper Smith Basham/Watton (PSB), solicitors, to my then solicitors, Oliver Fisher; the 12 December 2002 letter to CKFT from a firm of solicitors acting for another of my fellow leaseholders.

6. **In breach of its duty under CPR Part 1, WLCC finally replied SIX WEEKS later by suggesting that 'I' *"seek agreement from CKFT"* for the action to be stayed – in the process continuing to overlook the gross misconduct committed by CKFT - an officer of the court – and thereby ignore its power under CPR 3 3.3. and 44.14 to take sanction against CKFT.**

7. Having totally ignored my 10 December 2002 letter, in its 24 January 2003 letter which it said was in response to my 17 December 2003 letter, WLCC stated that 'I' should *"inform the Court whether the Claimant agrees to the Claim being stayed pending the Leasehold Valuation Tribunal"*.

8. Given the conduct of SS et.al. to date – which WLCC was fully aware of - it most definitely was not a realistic option. In any case, the onus was on WLCC to take action - as per its obligations defined under CPR Part 1 – Overriding Objective – Rule 1.4(1) "*The court must further the overriding objective by actively managing cases"*; 1.2(a) *"Ensuring that the parties are on an equal footing"*.

9. It was blatantly obvious that CKFT – an officer of the court – was committing some very serious breaches of, among other, CPR – starting with Part 1, Rule 1.3 *"The parties are required to help the court further the overriding objective"*

10. Yet, while WLCC had the power to take sanction against CKFT - under CPR Part 3 3.3 *"Court's power"*; CPR 44.14 *"when it appears to the court that the conduct of a party or his legal representative, before or during the proceedings… was unreasonable"*, and Part 44 – PD – *"Section 18 Court's powers in relation to misconduct"* – **WLCC took NO action whatsoever against CKFT – clearly communicating that CKFT – and by extension, its client Andrew Ladsky - had carte blanche to do – exactly - as they pleased with Her Majesty's Court Service.**

11. **WLCC proceeded with the claim in spite of the fact that, in breach of CPR Part 22, 2.3, the Statement of Truth was signed by MRJ – resulting in SS *"not* [being able] *to rely on the contents of a statement of case as evidence"***

12. (As a result of having the (yet again, fraudulent) 27 February 2007 claim, ref 7WL00675, filed against me), I discovered that WLCC committed a very serious breach of CPR, as it proceeded with the 29 November 2002 claim in spite of the fact that the Statement of Truth is signed by Joan Doreen Hathaway, MRICS, MRJ, 'managing' agents for Jefferson House. Indeed, CPR Part 22 – 3.1 states *"An agent who manages property…for the party cannot sign a statement of truth. Consequences of failure to verify - 4.1 If a statement of case is not verified by a statement of truth, the statement of case will remain effective unless it is struck out, but a party may not rely on the contents of a statement of case as evidence until it has been verified by a statement of truth"*.

13. **In breach of several CPR Rules, including Part 16, Statement of Case, 16.4 *"Contents of the particulars of claim"*, WLCC took no action as I result of my highlighting in my 17 December 2002 Defence that the lease supplied with the claim was different from mine.**

14. WLCC knew that the assertion made in the Particulars of Claim that *"The Claimant attaches…(i) a copy of the Lease of Flat 23 which contains covenants in the same terms as all of the leases…"* was NOT true – as I stated in my 17 December 2002 Defence "*Part of my lease is different from that provided to the County Court"*.

15. The difference was highly material as the lease, 'apparently' for flat 23 states, under Clause (2)(2)(c)(i) *"The amount of Service Charge payable by the Lessee for each financial year of the Lessor shall be a fair proportion (to be determined by and at the sole discretion of the Lessor)..."* – equivalent to saying 'give your cheque book to the landlord who will write himself a cheque for an amount he deems fit'.

16. By contrast, the same clause in my lease states *"The amount of the Service Charge payable by the Lessee for each financial year… shall be calculated by dividing the aggregate amount of the costs expenses and outgoings...by the aggregate of the rateable value (in force at the end of such year) of all the flats in the Building"*

17. (Hence, this was a repeat of what took place with the 7 August 2002 application to the LVT when SS-MRJ supplied a lease, 'apparently' for flat 22, with the same clause as for, 'apparently', flat 23).

18. (My highlighting the difference in my Defence, led CKFT to ask me for a copy of my lease – TWO MONTHS AFTER filing the claim).

19. WLCC proceeded with the claim – issuing Charging Orders and Judgments - in spite of having absolute knowledge that the LVT had very specifically told me (and my fellow leaseholders) to NOT PAY the 'service charge' demand until the tribunal had issued its determination, and it had been implemented – resulting in 7 out of the 11 leaseholders on the claim being bullied into paying the 'service charge' – BEFORE – the Tribunal had issued its 17 June 2003 report.

20. Opting to totally disregard my previous communications that an abuse of process of court was being committed, WLCC continued to proceed with the claim, leading it, among others, to - wrongly – inform me in its 21 March 2003 Notice that a Charging Order hearing on 4 April 2003 concerned me.

21. I challenged this in my 25 March 2002 letter to WLCC, headed *"Action to be stayed"* in which I provided a detailed sequence of events with WLCC and the LVT and stated *"I am baffled by this given the following events. 29 Oct 2002 - During the hearing, Mr J.C. Sharma JP, FRICS, Chair, tells us that if we pay the service charge demanded before the hearing, then the Tribunal will not be able to do anything. In other words, Mr Sharma tells us to not pay the service charge until the Tribunal has reached a decision "*

22. In spite of my 25 March 2003 letter, WLCC still persisted in telling me, in its 27 March 2003 letter, that the 4 April 2003 Charging Order concerned me, stating *"Please note that your request will be considered at the hearing on 4th April 2003"*

23. At my wits end, on 30 March 2003 I sent a letter to the LVT Chair, Mrs J.S.L. Goulden JP, and other members of the panel, Mr J Humphrys, FRICS, and Dr A Fox BSc PhD MCIArb, on which I copied WLCC, stating *"I requested (once again) that the action be stayed explaining, among others, that: 1. at the LVT pre-trial hearing on 29 October 2002 Mr JC Sharma JP, FRICS had in effect told the residents to not pay the service charge demanded for the major works until the LVT had reached a decision. How can it be that two government departments - who have been made aware of a conflict as a result of actions they are concurrently undertaking - have no line of communication?"*

24. After days of extreme anguish and distress, desperately trying to find out the information to challenge WLCC, when I again contacted WLCC - this time 'armed' with the appropriate terminology - I was finally told: *"No, the Charging Order is not against you, it's against other residents"*. I captured this in my 1 April 2003 letter addressed to *"District Judge"*, WLCC.

25. During my 1st April conversation with WLCC, I was also told that it *"may nonetheless be of benefit for you to attend"* Not knowing what to expect, I asked my surveyor to accompany me. When we arrived at the court, we were informed that the hearing had been cancelled. A consent order relating to the 7th Defendant, dated 2 April 2003 had been faxed to the court by CKFT.

26. In his 23 May 2003 application to WLCC, Lanny Silverstone, CKFT, wrote *"The Claimant has obtained judgment or settled proceedings against all Defendants, except the following"* which then lists 4 Defendants, including myself. **Hence, 7 of my fellow leaseholders had, by then – and therefore BEFORE the Tribunal issued its report - been bullied into paying the 'service charge' demand – as a result of the court action – that had a statement of case endorsed by an invalid statement of truth.**

27. WLCC continued to ignore the Tribunal proceedings by sending me a 12 June 2003 Notice of a 24 June 2003 hearing – without any explanation whatsoever.

28. At the time of receiving the 12 June 2003 Notice, I had not received a copy of the Tribunal's 'determination', ref: LVT/SC/007/02 (as it signed it on 17 June 2003). It led me to state, among other, in my 17 June 2003 reply, addressed to *"District Judge"*, WLCC *"I have informed you on several occasions that Steel Services had referred the matter to the LVT - completely duplicating this action before your court. Why are you asking me to attend a hearing? Why aren't you instead asking me whether the LVT has reached a decision?"…Why is it that your court is not waiting for this decision? Until there is a decision from the LVT, what can you enforce?"*

29. WLCC nonetheless proceeded with the 24 June 2003 hearing, in spite of my informing it that I had leave of appeal to the Lands Tribunal.

30. In my 22 June 2003 letter to *"District Judge"*, WLCC I communicated that I had just received the LVT report, and wrote *"The judgement remains open to appeal to the Lands Tribunal. Your court is subjecting me to double jeopardy. I am astonished that your court has persisted in allowing duplicated action to continue in spite of my telling your court on numerous occasions since 10 December 2002 that Steel Services was pursuing exactly the same action in the LVT - at the same time as it was pursuing the action in your court. The claimant has mischievously pursued this action in two separate jurisdictions in order to intimidate and bully me into paying. This is an abuse of the legal process"*

31. Ignoring my legal objection, District Judge Wright proceeded with the 24 June 2003 hearing.

32. The 24 June 2003 hearing clearly demonstrated WLCC's illegal and arbitrary treatment of the Defendants on the 29 November 2002 claim – as well as its continuing propensity 'to jump' on the order of Andrew Ladsky's puppets.

33. District Judge Wright agreed with me about my legal right to leave of appeal to the Lands Tribunal. She reprimanded Lanny Silverstone, CKFT, for *"wasting my time and the court's time. The LVT report has just been issued. You need to give the Defendants time to review it"* (and ordered that SS pays my costs for the day and those of my fellow leaseholders who attended the hearing).

34. **ALL the leaseholders on the claim should have been *"given the time to review the report"*** – and (aside from the fact SS could NOT rely on the statement of case because it is endorsed by a statement of truth signed by the wrong party) - **NONE** of them should have been made to pay any monies BEFORE the LVT report was issued: as **the landlord CANNOT charge leaseholders differentially other than on the basis of their share of a GLOBAL SERVICE CHARGE which MUST be the same FOR ALL**.

35. I do not believe that, unlike my lease, Clause (2)(2)(c)(i) for flats 22 and 23 gives 'the landlord' carte blanche to charge the leaseholders whatever amount he sees fit – and **WLCC KNEW** this from documents supplied by Ladsky's puppets to the court e.g. MRJ's 'Major Works Apportionment' supplied for the 24 June 2003 hearing, which covers 6 flats, and that supplied for the 26 August 2003 WLCC hearing, which covers all the 35 flats in Jefferson House (at the time). **In EACH instance, the percentage share for EACH flat is very clearly stated – as is the (fraudulent) global sum from which the respective shares are calculated.** (Difference explained by the fact that, in these documents, VAT has not been included in the global sum stated at the start of the documents – which brought the total to £736,217 – as captured in the 15 July 2002 demand).

36. The real cause of *"waste of Judge Wright's time and court time"* was attributable to HER deciding to nonetheless go ahead with the hearing. This hearing should have never been allowed to take place.

37. WLCC continued to treat me as a non-entity, turning a blind eye and a deaf ear to the evidence I supplied against the claim - and repeatedly ignored my communicating the fact that – in breach of my rights (and those of my fellow leaseholders) - SS had NOT implemented the LVT 'determination' of 17 June 2003.

38. In my 15 July 2003 letter to District Judge Wright, cc'd CKFT, I informed her that SS-MRJ were NOT complying with the Tribunal's 17 June 2003 'determination' – and detailed the main points of my surveyor's 31 July 2003 assessment of the 'determination' (as the Tribunal failed to perform its legal remit), including highlighting that the impact on the global sum demanded of £736,200 amounted to a 70% reduction (incl. the contingency fund).

39. Among others, in this letter, I also communicated my awareness of the unfair treatment of some fellow leaseholders – **to which I object very strongly**, as it is against my religious beliefs and values - by stating *"Using intimidation tactics they appear to have succeeded in getting some residents to pay the full amount originally demanded for the major works. Resisting these tactics has, for me, been a harrowing, very traumatic and very costly experience over the last two years but, I will maintain my position: I will only pay my share of the major works that is fair and reasonable and in compliance with the terms of the lease"*

40. While this finally triggered Lanny Silverstone, CKFT, to send me a *"Part III - Revised price of the cost schedule"*, my surveyor determined that SS-MRJ had NOT implemented the Tribunal's 'determination'. In addition, there was NO supporting evidence as to how the sum was arrived at.

41. In his 17 July 2003 letter to District Judge Wright, Lanny Silverstone, CKFT, implied that I was a liar. As the Tribunal had 'very conveniently' for his client, failed to perform its legal remit, it was Silverstone's word i.e. Ladsky's word against the assessment by my surveyor. And of course, Ladsky evidently carried a lot of weight among the judges at WLCC – and by extension, his puppets.

42. As also detailed under the LVT section, above: **(1)** Silverstone wrote a letter to the *"Chairman of the LVT"* on 17 July 2003 asking the Tribunal to specify the amount of service charge I had to pay; **(2)** in her 21 July 2003 reply, the LVT Clerk, Sheila Sanz, wrote *"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 charge account from which no doubt you can assess the proportion for that particular tenant"*

43. The battle raged on with CKFT as it redoubled in its efforts to get me to strike a deal with its *"client"*, i.e. Andrew Ladsky. Indeed, between the end of June 2003 and early August 2003, I received three letters from Lanny Silverstone in which he used bullying and intimidation tactics in an attempt to force me to do this (25 Jun 03; 24 Jul 03; 7 Aug 03).

44. Partly in reply to these letters, on 9 August 2003, I wrote a letter to District Judge Wright (copied to Silverstone, CKFT) stating, among others *"There are no side deals to be made with the Claimant: the nature of the works and their associated costs must be totally clear and transparent - to ALL lessees. In their letter of 24 July 2003, CKFT again offer "a round-table meeting" to resolve matters…What each lessee is required to pay is clearly defined by means of a fixed percentage (see the attached list of percentage for each of the 35 flats supplied by SSL-MRJ in their 7 August 2002 application to the LVT"* **I do not believe that I could be any clearer in labouring the point that SS could NOT charge the leaseholders differentially other than on the basis of their percentage share of the global service charge – which HAD to be the same for ALL the leaseholders.**

45. **But**, as also detailed under the LVT section above, **the WLCC judges DID bully 9 of the 14 flats on the WLCC claim into paying the FULL AMOUNT demanded by SS (**based on information

supplied by the Institute of Chartered Accountants for England and Wales in its 29 August 2006 'reply' to my complaint against its member, Pridie Brewster, accountant for Jefferson House).

46. CKFT also continued to lie to WLCC: in her 5 August 2003 application for Summary Judgment against me (and one of my fellow leaseholders), Ayesha Salim claimed that we owed the 24 June 2003 revised amount. This time, the *"Major works apportionment 24th June 2002 revised"* issued by MRJ, listed all the 35 flats in Jefferson House at the time – in EACH instance showing a reduction of 24.19% relative to the amount on the 29 November 2002 claim. It was the SAME reduction as given to me by Silverstone on 24 June 2003.

47. By continuing to treat me as a non-entity, a piece of dirt, the WLCC judges forced me to employ 'advisers'. The 26 August 2003 hearing was nonetheless a mockery of justice.

48. Taking a leap of faith, I asked Piper Smith Basham (PSB) to represent me. Prior to seeing District Judge Wright, a conversation took place between my 'advisors' and CKFT resulting in an 'understanding' to get me to pay the costs I had recognised in my 9 August 2003 letter to WLCC. They agreed on the sum of £2,255.

49. Although legally, I did not owe a single penny, I agreed to it for a number of reasons, which included seeing what had been happening to date in WLCC, and the fact that I had always recognised that works were needed to the block and that consequently I would need to pay my share.

50. During the hearing, Ayesha Salim's explanation for the fact that her 6 August 2003 application was for *"the court to enter summary judgement"* against me for the sum of £10,917 when, in fact, the sum now proposed – to which she was agreeing - was only £2,255 – she said to District Judge Wright that *"it was a clerical error"*. Filing of an application for *"summary judgement"* is a *"clerical error"*! And this was accepted by District Judge Wright without the blink of an eyelid.

51. In spite of ALL the evidence I had supplied to the court, District Judge Wright did NOT challenge CKFT on the claims contained in the application. And yes: NOR did my 'advisors' who, among others, opted to ignore my brief of 21 August 2003, in which I referred to the content of my 9 August 2003 letter to District Judge Wright, highlighting, among others, *"The LVT has made a determination on the reasonableness of the service charge for the block – as a whole – not just for myself…There are no side deals to be made with the Claimant: the nature of the works and their associated costs must be totally clear and transparent – to ALL lessees…"* (But subsequent events demonstrated that Lisa McLean and CKFT were not going to give up on the idea of forcing me to strike a deal – by whatever means).

52. Finally admitting to myself after the 26 August 2003 hearing that the English legal sector is very clearly hell bent on helping landlords – at least 'certain landlords' - line their pockets at the expense of leaseholders, and that consequently I was not going to get justice in the courts, after weeks of more hell, I decided to accept SS' 21 October 2003 'offer' of £6,350 – even though, legally, I did not owe this amount.

53. After the 26 August 2003 hearing, the battle continued to rage on, as my so-called 'advisors', PSB, quite clearly joined forces with CKFT to force me to strike a deal. I continued to refuse to do this – saying that it was against the terms of my lease, in breach of my statutory rights and those of my fellow leaseholders; that SS-MRJ had a legal obligation to implement the 17 June 2003 'determination', etc.

54. As per the 26 August 2003 WLCC Order requiring exchange of witness statements by 21 October 2003, I wrote mine and sent it to my 'advisors' PSB on 19 October 2003.

55. It was clear that, in breach of CPR – which require simultaneous exchange of witness statements - PSB had sent / discussed my witness statement with CKFT / its client, as I never received one from SS. Instead, two hours after the deadline for exchanging the witness statements, CKFT faxed a 21 October 2003 'offer' by SS =Ladsky for £6,350 + plus £143 interest! It amounted to a reduction of £8,000, or nearly 60% less than the original 17 July 2002 demand of £14,400 – providing overwhelming evidence in support of my position. Indeed, considering the conduct of Ladsky's puppets up to this point, it is blatantly obvious that if I owed the original demand, this 'offer' would not have been made.

56. Against my moral principles, I decided to accept the *"offer"* even, though, legally, **I did NOT owe this** amount – as I finally admitted to myself that I was facing a legal sector hell bent on helping landlords – at least 'certain landlords' - line their pockets at the expense of leaseholders. And my 'daring' to stand-up for the rights I have been told I have the right to demand had, by then, led me to suffer horrendous, very traumatic and inhumane treatment – including by my so-called 'advisors'.

57. More was yet to come as my so-called 'advisors' PSB and counsel, Stan Gallagher, attempted to trick me in the reply to the 'offer' – leading me to take back control of my case in December 2003.

58. On 19 December 2003 I sent *my own* Notice of Acceptance to CKFT stating that, in spite of the breaches of covenants in my lease and statutory requirements, I was doing this *"for the sake of bringing the dispute to an end"*. I included a cheque for £4,096 (£6,350 – the £2,255 I had paid following the 26 August 2003 hearing). (I refused to pay the interest).

59. Obviously, I did not view this reply as affording me the justice and redress I felt I deserved given the circumstances of my case – but, the very traumatic treatment I had been subjected to by WLCC and the lawyers meant that I was literally near collapse. I wanted out of the hell hole flat, I wanted to be rid of the evil, greed-ridden, criminal vermin controlling it. And at that point: I wanted out of this country as it no longer was the country I had opted to make my home for so many years.

60. My taking back control of my case threw a spanner in the works of the arrogant, self-regarding, self-serving, corrupt cabal, and kick-started another six months of battling with CKFT playing games, then in WLCC, and latterly with Wandsworth County Court.

61. Having falsely told me on 31 March 2004 that a judgment had been entered against me on 18 March 2004, the persecution and collusion by WLCC continued, as it ignored instructions from the Royal Courts of Justice Citizens Advice Bureau - leading me to miss the 28 May 2004 hearing – to the great benefit of SS =Ladsky as Ayesha Salim, CKFT, walked away with a freebie: an Order from District Judge Madge that the action against me be *"stayed"* – even though a Consent Order had been agreed, and District Judge Madge had been informed of this.

62. With Ayesha Salim playing games (in cahoots with PSB) since my 19 December 2003 Notice of Acceptance – which obviously, unlike that sent by my so-called 'advisors' in November 2003, did not suit her client, Andrew Ladsky – in March 2004, I sought the assistance of the Royal Courts of Justice's Citizens Advice Bureau (CAB). In its 2 April 2004 letter to WLCC, CAB specified that the court needed to *"contact me directly"*.

63. Of course, WLCC proceeded with totally ignoring this by sending an 18 May 2004 Notice of hearing for 28 May 2004 to CAB - instead of sending it to me.

64. CAB only acted on the correspondence the following week, on 25 May 2004 when it attempted to contact me by phone and email at work, and realised that I was out of the country. At that point, it also contacted WLCC saying that it could not reach me and that I would still be out of the country on 28 May 2004, the day of the hearing.

65. My not being present at the hearing, combined with the fact that District Judge Madge admitted to not having read even the skeleton argument (captured in the transcript of the hearing) (CKFT NEVER supplied me with a copy of its skeleton argument) - allowed Ayesha Salim, CKFT, to spin her story unchallenged – and walk away with a freebie: having the claim against me *"stayed"* – fact captured in the 28 May 2004 WLCC Order. This is in spite of saying at the hearing ***"If I can show you the last order that she sent us yesterday that she would be prepared to accept, I think that is fine"*** to which **District Judge Madge replied *"Is there anything wrong with this draft consent order of 24 May?"*** Reply from Salim ***"This one that we received yesterday, no, I do not see anything wrong with that…"*** - and confirming in her 28 May 2004 letter to me that her client accepted my amended version of the Consent Order.

66. Yet again, I took time off work to go to WLCC, this time to obtain a copy of the transcript of the hearing (ending up completing a form to this effect). Initially I was told that *"no hearing took place on 28 May"* Anticipating, based on previous events, this kind of response from the staff, I showed a copy of the 18 May 2004 Notice of hearing, as well as the 28 May 2004 letter from Ayesha Salim, CKFT, in which she wrote *"You did not attend the hearing today"*. In spite of this, the staff continued to insist that no hearing had taken place.

67. WLCC continued with the persecution and mental torture by sending me a 9 June 2004 Notice that I was the Defendant in a trial, before Circuit Judge, in Wandsworth County Court (WCC) – and provided no other information.

68. The WLCC 9 June 2004 Notice – which, for 'Defendant' states *"Noel Yvonne Sylvie Klosterkotter-Dit-Rawe + 8 others"* and states *"To all parties - As a result of an order made on 28 May 2004, this claim has been transferred to the Wandsworth County Court for listing for trial before Circuit Judge"*.

69. The Notice does **NOT provide any information whatsoever as to the reason for the trial.** Having missed the 28 May 2004 hearing due to WLCC's fault, or perhaps, more accurately 'plan', I had no idea what had been said at that hearing – and therefore what was behind this Notice.

70. When I phoned WLCC to determine why I was due to be the Defendant at a trial, given that I had agreed a Consent Order with SS, the reply was *"I don't know, I can't tell you because your file has been transferred"*. I then phoned WCC. The staff claimed to not have received my file and therefore could not answer my questions.

71. During these contacts, some of the staff, at both WLCC and WCC often displayed extreme arrogance, a patronizing, condescending attitude and, at times, coming across as though they were enjoying my anguish and distress. **It felt as though the court's staff had been asked to inflict punishment on me.**

72. I headed my 20 June 2004 letter to WLCC *"Yet again I am suffering extreme anguish and distress because of your Court's carelessness"* – and related events, including quoting from the 9 June 2004 Notice, in the context of which I wrote *"There is no explanation as to why my case has been transferred to Wandsworth County Court. There is no explanation whatsoever as to what the statement "listing and trial before Circuit Judge" refers to. What hearing? Why? For what? When? There are no contact details for Wandsworth County Court (address, telephone number). I phoned your Court to ask why my case had been transferred to Wandsworth County Court. The reply was: "I don't know, I can't tell you because your file has been transferred". I then phoned Wandsworth County Court. They had not received my file… This makes it all the more critical for me to have a full transcript of the 28 May 2004 hearing. Hence, I will again stress the importance to your Court of sending the tape immediately to Beverley F. Nunnery & Co – (bearing in mind that I handed the completed Tape Transcription form to your Court 2 weeks ago)"*

73. I was desperate to get the transcript of the hearing to understand what was behind the 9 June 2004 Notice from WLCC. But, as I relate in my 8 July 2004 letter to the WLCC's Court Clerk, more than one month after my requesting that WLCC sends the tape of the 28 May 2004 hearing to my selected company for transcription, WLCC sent the wrong tape to the company.

74. I perceived this as further evidence of collusion with SS, and of continuing persecution, as what had and continued to be taking place with WLCC since the claim was filed could not be attributed solely to crass incompetence. The occurrences are too numerous, and the situations show a co-ordinated approach – leading me to conclude that **it is part of an 'extra service' to 'certain landlords'**: in this case, revenge on behalf of Andrew Ladsky and his puppets for my 'daring' to challenge their fraudulent 'service charge' demand.

5.2 Information request from West London County Court – for 2002-04

1. **FOR EACH of the following, please supply copy of relevant procedure, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that:**

    1. Led the WLCC judges to conclude that they could turn a blind eye to the abuse of process of court by Steel Services (SS) aka Andrew Ladsky and his puppets, Cawdery Kaye Fireman & Taylor (CKFT) – by accepting the 29 November 2002 claim, ref. WL203537 – as they had **absolute knowledge** from my correspondence, starting with my 10 December 2002 letter, followed by my 17 December 2002 letter, sent with my 17 December 2002 Defence - that SS was concurrently pursuing the **same action** under two separate jurisdictions, both part of the English legal system: WLCC and the London LVT.

    2. Led the WLCC judges to conclude that they could ignore the specific legal direction (supported by an LVT leaflet relating the Court of Appeal case, Daejan Properties v. LVTs) given to me (and my fellow leaseholders) by the Tribunal at the 29 October 2002 pre-trial hearing to **NOT pay** the 'service charge' **UNTIL** the Tribunal had issued its determination – and it had been implemented – by proceeding with the case.

    3. Led the WLCC judges to conclude that they could allow SS-CKFT to breach **CPR 22.4.1** that prevented them from *"relying on the contents of the statement of case as evidence"* – as the Statement of Truth was signed by Joan Doreen Hathaway, MRICS, MRJ – a 'managing agent' acting for Jefferson House.

    4. Led the WLCC judges to conclude they could allow SS-CKFT to proceed with the claim in spite of having **absolute knowledge** that the lease supplied with the claim was NOT representative of my lease – as it includes a clause that imparts a highly material, false legal obligation on my part.

    5. Led District Judge Wright to conclude that she could make me attend a hearing (23 Jun 03 letter) – in spite of my protesting beforehand (17 Jun 03; 22 Jun 03) that I had l**eave of appeal to the Lands Tribunal**, and her agreeing with me on this during the 24 June 2003 hearing - and thereby play into the hand of Ladsky and his puppets, CKFT, whose objective in requesting the hearing was to add to the very extensive bullying and intimidation they had already subjected me to (and my fellow leaseholders) - in order to force me to strike a deal.

    6. Led District Judge Wright to conclude that **ONLY** my fellow leaseholders who attended the 24 June 2003 hearing *"needed to be given the time to review the 17 June 2003 Tribunal report"* – thereby breaching the rights of my other fellow leaseholders (7 of which had, by then, been bullied by the court action (23 May 03 application by CKFT) into paying monies

NOT due and payable) - and resulting in placing me in an extremely difficult moral position.

7. Led the WLCC judges to conclude that they could overlook the evidence supplied, and **actively assist** SS =Ladsky in – illegally – charging the leaseholders differentially - on a basis **other than** their fixed percentage share of **a global sum which must be the same for ALL** – and therefore assist SS in breaching the leaseholders' statutory rights, as well as the terms of the lease - which is a legal contract…

   …Examples of evidence supplied to WLCC: **(1)** the 21 July 2003 reply from Sheila Sanz, Clerk to the Tribunal, to Lanny Silverstone, CKFT *"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 charge account from which no doubt you can assess the proportion for that particular tenant"*; **(2)** MRJ's 'Major Works Apportionments' supplied at the 24 June and 26 August 2003 hearings – and to which I refer in my 9 August 2003 letter to District Judge Wright, cc'd CKFT.

8. Led the WLCC judges to conclude that they could continue to treat me as a non-entity, turning a blind eye to the overwhelming 'black on white' evidence I supplied against the claim – and repeatedly ignore my communicating the fact that – in breach of my rights (and those of my fellow leaseholders) - SS had NOT implemented the Tribunal's 'determination' of 17 June 2003 (my 15 Jul 03 and 9 Aug 03 letters) – an attitude that forced me to employ a solicitor and barrister for the 26 August 2003 hearing - in the hope that I would finally be heard. (This turned out to be In vain).

9. Led District Judge Wright to conclude that she could turn a blind eye and a deaf ear to the blatant lie by Ayesha Salim, CKFT, at the 26 August 2003 hearing who, to cover-up her intended bullying in filing an application for *"summary judgement"* against me for £10,917 - explained her acceptance of my paying only £2,255 as being due to *"a clerical error"*.

10. Led the WLCC staff to conclude that they could continue to play into the hand of CKFT-SS = Ladsky by ignoring the instructions (2 Apr 04) they had been given by the Royal Courts of Justice Citizens Advice Bureau to contact me directly – opting to send the Notice of the 28 May 2004 hearing to CAB, instead of sending to me – resulting in my missing the hearing.

11. Led District Judge Madge to conclude that he could proceed with the 28 May 2004 hearing in spite of being informed by the RCJ's CAB (21 May 04) that I would not be able to attend the hearing as I was out of the country – and that this was due to WLCC ignoring the instructions it had been given by the CAB to contact me directly.

12. Led District Judge Madge to conclude that he could issue an Order, dated 28 May 2004, that the action against me be ***"stayed"*** – in spite of being told by Ayesha Salim, CKFT, during the hearing (transcript of hearing) *"There is nothing wrong with the consent order we received from her yesterday. I think that is fine."* – and thereby cause me to suffer, for more than two years afterwards, unbelievable anguish, torment and distress.

13. Led the WLCC judges / staff to conclude that they could continue to subject me to ongoing mental torture by telling me in the 9 June 2004 Notice that my case *"has been transferred to the Wandsworth County Court for listing for trial before Circuit Judge"* – and provide *no explanation whatsoever* in the Notice - in the knowledge that, as they had made me miss the 28 May 2004 hearing, I would have no idea as to what had led to the transfer.

14. Led WLCC staff to conclude that they could continue to subject me to ongoing mental torture by telling me, when I phoned to challenge the 9 June 2004 Notice, that they could not explain

the reason for the transfer of my file to Wandsworth County Court, as my file was in transfer.

15. Led the WLCC court manager and other staff to conclude that they could continue to subject me to ongoing mental torture by ignoring my 20 June 2004 letter, as well as my phone calls to the courts in which I stressed the fact that I had agreed a Consent Order with SS.

16. Led the WLCC and WCC staff to conclude that, following issuing the 9 June 2004 Notice, they had free rein to talk to me in an extremely arrogant, patronizing, condescending tone - and evidently enjoy my anguish and distress.

17. Led the WLCC staff to conclude that they could continue to subject me to ongoing mental torture by **(1)** waiting a whole month to action my request for the tape of the 28 May 2004 hearing to be sent to my selected transcribing company; **(2)** which turned out to be the wrong tape (my 8 Jul 04 letter) – thereby continuing to keep me totally in the dark as to what was behind the 9 June 2004 Notice, and therefore in a continuing state of horrendous anguish, torment and distress.

18. Led the WLCC judges to conclude that they could totally overlook the very blatantly deceitful, obstructive, fraudulent conduct of CKFT - an officer of the court – and of its client, Andrew Ladsky, as well as that of his surveyor, Joan Hathaway, MRICS, MRJ, which amount to numerous breaches of CPR that *"included* (many) *steps calculated to prevent and inhibit the court from furthering the overriding objective"* (**PD 44 – para 18.2**) – and thereby breach **Rule 1.3** *"Parties are required to help the court further the Overriding Objective"*:

    (1) abuse of process of court by pursuing the same action concurrently under two separate jurisdictions;

    (2) ignoring the direction specifically given to me (and my fellow leaseholders) by the Tribunal, on 29 October 2002, to **NOT pay** the service charge until the Tribunal had issued its determination, and it had been implemented;

    (3) therefore false claims in the Particulars of Claim as to monies due from ALL the leaseholders (CPR 16.3 *"Statement of value"*), as well as false claims in relation to the lease supplied with the claim ('apparently' for flat 23) (CPR 16.4 *"Contents of the particulars of claim"*) which, among others, imparted a legal obligation on my part that is materially false;

    (4) statement of truth endorsed by Joan Hathaway, MRICS, MRJ, 'managing agents' acting for Jefferson House – which, under CPR 22.4.1, prevented SS =Andrew Ladsky from being able to use the statement of case as evidence during the proceedings;

    (5) (aside from the issue of the statement of truth signed by Joan Hathaway) **-***fraudulent* Particulars of claim endorsed by a Statement of Truth – thereby bringing in **Rule 3.4(2)(b)** To sign a false statement of case *"is an abuse of court process or is otherwise likely to obstruct the just disposal of the proceedings"* and **Rule 32.14(1)** *"Proceedings for contempt of court may be brought against a person if he makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth"*

    (6) lying in other applications supplied to the court, including some endorsed by a statement of truth e.g. Ayesha Salim's 6 August 2003 application for summary judgment against me in which she falsely claimed that (i) the LVT 'determination' had been implemented; (ii) it had been reflected in ALL the leaseholders' service charge demands. Hence, ditto in terms of the relevance of CPR 3.4(2)(b) and 32.14(1), as well as CPR Part 22 PD para 22.3.8(2) *"in signing the statement of truth the legal representative would be confirming the client's belief that the facts stated in the document were true"*. **WLCC KNEW** from my correspondence, plus documents supplied by CKFT to WLCC, plus WLCC's own actions against the leaseholders - that these claims were LIES;

(7) falsely calling me a liar in the 17 July 2003 letter to District Judge Wright, by claiming that the *"the figures I quoted* (as the outcome of the Tribunal's 'determination') *are wrong"* v the fact that I had provided the evidence to WLCC in support of what I was saying;

(8) filing applications for judgments, charging orders, a case management hearing in total disregard of my rights of appeal to the Lands Tribunal – all aimed at bullying me and intimidating me (and my fellow leaseholders) into paying monies NOT due and payable and which, among other, resulted in making 7 out of the 14 flats on the claim pay BEFORE the tribunal had issued its 17 June 2003 'determination';

(9) the concurrent trauma they subjected me to over a period of 20 months from their extremely vicious, cruel and perverse treatment - and the massive amount of unnecessary costs they forced me to incur as a result of their fraudulent, vexatious and malicious claim against me…

…and therefore led the WLCC judges to conclude to **NOT use** their powers of sanction against CKFT, its client, Andrew Ladsky, and his surveyor, Joan Hathaway, MRICS, MRJ - under Parts 3, 26, 32-35 and Rule 44.14.

19. Led the WLCC judges to conclude that they could ignore SS' blatantly obvious breaches of covenants of the lease – which is a legal contract.

20. Led the WLCC judges to conclude that they could ignore CKFT's blatantly obvious breaches of its legal obligations under:

    (1) the Courts and Legal Services Act 1990, ss 27-28 as amended by the Access to Justice Act 1999, s.42: *"As officers of the court, lawyers have a duty not to deceive or knowingly or recklessly mislead the court"*

    (2) the Courts and Legal Services Act 1990 – Ch. 41 s.17: *"Solicitors' duty to ensure the proper and efficient administration of justice, as the courts expect litigation to be started as a last resort after attempts have made to settle the dispute by negotiations or other means...The parties to have exchanged information (a 'cards on the table' approach): for claimants to provide detailed letters of claim to the defendants to allow the defendants to respond also in detail"* – as a result of e.g. **(1)** ignoring my requests for detailed costings, opting instead to threaten me *"with proceedings, forfeiture and costs"* (11 Aug 02; 16 Sep 02; 20 Sep 02; 7 Oct 02; 17 Oct 02; 21 Oct 02); **(2)** ignoring the directions given to me by the Tribunal to NOT pay – and proceeding with filing the claim against me.

21. Led the WLCC judges to conclude that they could also ignore breaches of other Acts by CKFT', and concurrently its client, Andrew Ladsky, as well as his surveyor, Joan Hathaway, MRICS, MRJ:

    (1) the Malicious Communications Act 1998 *"(1) Any person who sends to another person (a) a letter, electronic communication...which conveys (ii) a threat or (iii) information which is false and known or believed to be false by the sender...is guilty of an offence if his purpose, or one of his purposes, in sending it is that it should, so far as falling within paragraph (a)...cause distress or anxiety to the recipient or to any other person to whom he intends that it or its contents or nature should be communicated"* – by, among others, filing the fraudulent, vexatious claim, as well as the fraudulent 6 August 2003 application for summary judgment against me; falsely claiming in the 17 July 2003 letter to District Judge Wright that I am liar.

    (2) Theft Act 1968:

    s.16 - Obtaining pecuniary advantage by deception *"1) … by any deception dishonestly*

obtaining for… another any pecuniary advantage…": 9 out of the 14 flats on the claim were bullied into paying the FULL AMOUNT demanded – in breach of their rights.

s.17 - False accounting - *"offence to conceal or falsify any account required for accounting purposes… (2)... a person who makes or concurs in making in an account or other document an entry which is or may be misleading, false or deceptive in a material particular, or who omits or concurs in omitting a material particular from an account or other document, is to be treated as falsifying the account or document"* '– e.g. MRJ's fraudulent 'Major works apportionments' (24 Jun 03 and 26 Aug 03 WLCC hearings)

s.21 - Blackmail: *"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..."* – by, among others, **(1)** filing the fraudulent claim against me; **(2)** filing the fraudulent 6 August 2003 application for summary judgment against me; **(3)** 7 October 2002 letter from Lanny Silverstone, CKFT, in which he threatened to forfeit my lease and contact my mortgage lender if I failed to immediately pay *"£14,400"*.

(3) Protection from Harassment Act 1997, Chp. 40 1(1) *"A person must not pursue a course of conduct which amounts to harassment of another and which he or she knows or ought to know amounts to harassment of the other"* – Ditto re reasons, and others can be added.

(4) Criminal Justice Act & Public Order Act 1994 – s.4A *"...criminal offence to cause harassment, alarm or distress with intent by using threatening words"* – when, at the 24 June 2003 WLCC hearing with District Judge Wright, in front of other leaseholders and their party - hence: members of the public - Silverstone falsely portrayed me as a liar and as an individual who defaults on her obligations, and demanded that I pay his client's costs for the day.

22. Led the WLCC judges and court staff to conclude that they could overlook their duty – imposed by CPR: Part 1 – Overriding Objective - **Rule 1.2(a)** *"Ensuring that the parties are on an equal footing"; **(d)** ensuring that cases are dealt with fairly";* **Rule 1.4(1)** *"The court must further the overriding objective by actively managing cases; **(a)** encouraging the parties to co-operate with each other in the conduct of the proceedings; **(b)** identify the issues at an early stage; **(c)** deciding promptly which issues need full investigation and trial and accordingly disposing summarily of the others"* - including ignore the court's powers under **Part 3; Parts 32-35** – as highlighted under **PD 26** – which also contains relevant paragraphs - by **TOTALLY** ignoring my correspondence in which I very clearly explained – with a massive amount of 'black on white' evidence in support - the fraudulent, malicious, vexatious conduct of CKFT and its client, Andrew Ladsky – **which resulted in placing me on a most definitely very *"unequal footing"*** – and, even placed the onus on me to perform their duty by telling me, in the 24 January 2003 letter, to contact CKFT to determine whether it agreed to having *"the claim stayed pending the Leasehold Valuation Tribunal"*.

23. Led the WLCC judges, court managers and other court staff – to conclude that they were exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 *"to be treated fairly and with dignity by the court and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

24. … in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 6 *"Right to a fair hearing – including the right to an independent and impartial court, and the presumption of innocence"*; Article 13 *"Right to an effective remedy"*; Article 14 *"Right to not be discriminated against"* – for the reasons detailed above.

2. Please provide detail of individuals / organisations to which WLCC has supplied data about me in the context of the 2002-04 events - as well as copy of:

   (1) The information supplied to the individuals / organisations

   (2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. Please supply copy of any other information held about me by WLCC.

6 WANDSWORTH COUNTY COURT – 2004

6.1 Events – Wandsworth County Court – 2004

1. **Having been made to miss the 28 May 2004 hearing by WLCC, combined with the total lack of detail in the 9 June 2004 Notice, as well as WLCC sending, more than one month later, the wrong tape to my selected transcribing company – meant that I continued to go through the most horrendous mental torture.**

2. One month post the WLCC 9 June 2004 Notice, and the mental torture was continuing as I did not know what had been said at the 28 May 2004 hearing, and therefore what was behind the Notice.

3. Yet again, I used my time to write an 8 July 2004 letter to the court manager, Wandsworth County Court (WCC), (and an 8 July 2004 letter to WLCC), relating events, including stating, among other, *"As you can see form the enclosed, in its Notice of Transfer of Proceedings', dated 9 June 2004, West London County Court states "To all parties – As a result of an order made on 28 May 2004, this claim has been transferred to the Wandsworth County Court* ***for listing for trial*** *before Circuit Judge" In my letter to West London County Court, dated 20 June 2004, (see enclosed) I pointed out that "There is no explanation whatsoever as to what the statement "listing for trial before Circuit Judge" refers to. What hearing? Why? For what? When?" Can you please reply to my questions by return of post. I am absolutely sick with worry. I do not understand what is happening"*

4. **Six weeks into the ongoing mental torture, on 19 July 2004, a Mr Zaidi, from WCC, phoned me to confirm that *"I was the Defendant in the trial scheduled for 17 August 2004"*. On my challenging that, after yet more days of mental torture, I was told that the trial did *not* concern me – and, in the process, was treated like an illiterate idiot, a complete moron.**

5. On 19 July 2004, Mr Zaidi, a staff at WCC phoned me in response to my 8 July 2004 letter. **He confirmed that I was the Defendant in the trial scheduled for 17 August 2004.** I challenged him saying that I had agreed a Consent Order with SS – and that his court, WCC, had endorsed it in an Order dated 1 July 2004. He said that he would phone me back in the next 30 minutes.

6. Mr Zaidi did phone me back, as promised within 30 minutes. **He asked me to send him a copy of the Consent Order** I had agreed with SS in May 2004, and which WCC had endorsed on 1 July 2004 - as the court had *"not kept a copy on file"* (NB !!!)

7. I captured these events in my 19 July 2004 fax to Mr Zaidi, and asked him to *"confirm in writing whether or not the 17 August trial concerns me"*.

8. Still in the dark, and in continuing terrible distress and anguish as to whether or not I was the defendant in a trial due to take place in three weeks time, on 22 July 2004 I wrote to the *"District Judge"*, WCC, relating events, including with Mr Zaidi on 19 July 2004, and stating, among other *"If the trial does concern me, then I have not been provided with any instructions whatsoever"*.

9. I also wrote *"Having fallen victim to an unscrupulous landlord, I have then been subjected to the most appalling treatment by the Courts which I can only describe as amounting to cruelty and persecution: if this communication that the 17 August trial does not concern me (and it seems to me that it does not) it will be the third time that I am told to respond to a Court action that does not concern me… nobody even bothers to reply to my letters making me endure the most awful anguish, distress and torment"*. I also supplied 8 supporting documents to my letter.

10. In its arrogant, insulting reply of 23 July 2004 WCC states *"You are not required to attend the hearing on the 17th August 2004 as your case has now settled* (sic). *Part 5 of the order of 28 May 2004 states that it is the claim against the 5th defendant that was to be listed"*.

11. Hence, of particular note: in spite of my several communications to WLCC and to WCC challenging the fact that I was a defendant in a trial in WCC – **which had resulted in MY BEING CONFIRMED that *"I was the defendant in the trial"* – I was left with this belief for a total of SEVEN WEEKS. This amounts to VERY SICK CRUELTY AND PERSECUTION.**

12. The 23 July 2004 letter was followed by a confirmation dated 28 July 2004, from Mr S J Davies, stating *"Your letter of 8/7/04 has been placed before Her Honour Judge Knowles for attention* (hence, nearly 20 days later)*…"* The rest of the letter is as arrogant, insulting and condescending as the 23 July 2004 note, as it states *"It appears that you are not aware of the terms of the Order of 26 May 2004. You will see that according to paragraph 4 thereof, that the claim against yourself has been stayed. It is the claim against the 5th Defendant which is proceeding and which is the subject of the one day hearing fixed before a Circuit Judge of this Court on 17th August 2004…"*

13. In both these communications: not only do I not even get an apology from the court, it attempts to cover-up what it and WLCC had done - by treating me like an illiterate idiot, and a piece of dirt.

(The 2 August 2004 Order from WCC indicates that, like WLCC, it also opted to totally ignore the 17 June 2003 LVT 'determination' – in relation to my fellow leaseholder, the 5th Defendant on the claim – in spite of my supplying WCC with copies of my letters to WLCC, as well as their supporting enclosures).

6.2 Information request from Wandsworth County Court – for 2004

1. **FOR EACH of the following, please supply copy of relevant procedure, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that:**

    1. Led the WCC staff to conclude that they could subject me to ongoing mental torture by - **wrongly** – and **repeatedly** telling me that I was the defendant in the WLCC 9 June 2004 Notice - in spite of having absolute knowledge, from my communications, that I had agreed a Consent Order with SS.

    2. Led the WCC judges and staff to conclude that they should keep me in a state of horrendous mental torture for a total of **7 weeks** - as, in spite of my several letters (20 Jun 04; 8 Jul 04-WLCC; 8 Jul 04-WCC; 19 Jul 04; 22 Jul 04), I was only informed that I was *"not the defendant in the 17 August 2004 trial"* - in a note dated 23 July 2004.

    3. Led the WCC judges to conclude that they could cover-up what had happened by treating me like an illiterate idiot, and a piece of dirt, in their correspondence of 23 July 2004 and 28 July 2004.

    4. Led the WCC judges and staff to conclude that they could overlook their duty – imposed by CPR Part 1 - Rule 1.4(1) *"The court must further the overriding objective by actively*

managing cases"

5. Led the WCC judges and court staff to conclude that they were exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 *"to be treated fairly and with dignity by the court and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

6. … in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 14 *"Right to not be discriminated against"* – by subjecting me to ongoing mental torture by falsely telling me that I was the Defendant in a trial, and by treating me in an arrogant, condescending, patronizing manner, like a piece of dirt, and as though I were an imbecile, illiterate idiot.

2. Please provide detail of individuals / organisations to which WCC has supplied data about me - as well as copy of:

   (1) The information supplied to the individuals / organisations

   (2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. Please supply copy of any other information held about me by WCC.

7 HMCS 'CUSTOMER SERVICE' – 2004 'CRY FOR HELP' TO LORD FALCONER OF THOROTON

7.1 Events with HMCS 'Customer Service' – in 2004

1. My level of torment, anguish and distress from what I was subjected to by WLCC and WCC was such that, on 29 June 2004, I sent a 'cry for help' to the then Head of the courts, Lord Falconer of Thoroton, Lord Chancellor – naïvely believing that he would do his job: manage the courts.

2. The 23 August 2004 reply from Ian Anderson, Head of 'Customer Service', was defiant, arrogant, challenging, patronizing, dismissive, failed to hold the courts to any accountability and responsibility, covered-up what had taken place – generally by implying that I was illiterate / an imbecile / a liar – and through deceit:

3. Re. the WLCC 21 March 2003 Notice of a Charging Order that did not concern me. Reply: Anderson implied that I am a liar by stating *"I am surprised that no one in the Court could inform you what a charging order was…"* He falsely claims that I had been informed that the hearing concerned one of my fellow leaseholders – and thereby implies that I am an illiterate idiot who had spent days frantically trying to determine why this Order had been sent to me.

4. Re. my being advised by the staff at WLCC to *"nonetheless attend the 4 April 2003 hearing"* which, when I turned-up with my surveyor, we discovered had been cancelled. Reply: *"It's a matter for you whether you attend the hearing…I am sorry you had a wasted journey…advise that if in future you need to attend a court hearing, you ring the court a few days before"* (I had phoned the court, the last time on 1 April 2003 i.e. three days before - which was a Tuesday)

5. Re. WLCC falsely telling me, on 31 March 2004, that a judgment had been entered against me on 18 March 2004. Reply: An implication that I am meant to feel sorry for the 'poor' court staff as *"There are 9* (NB: there were 11) *defendants in this case"* (NB: It is not I who took the decision to include 11

defendants on the same claim). *"When you speak to court staff it is often difficult for them to know what the current position is in relation to you without looking through the whole court file"*. (NB: Judging from my experience and that of some fellow leaseholders, that file was a complete shambles). Outcome: the reply totally ignores what I wrote in my 29 June 2004 letter in which I related how I had been treated by the staff and, in typical style, it washed its hands of accountability.

6. Re. WLCC making me miss the 28 May 2004 hearing by failing to send me the Notice – and going ahead with it in spite of the RCJ's CAB informing WLCC that it could not contact me. Reply: *"Although the Court received the letter from the RCJ, a hearing cannot simply be vacated once listed.* (NB: But WLCC had no problem cancelling the 4 April 2003 hearing). *"It requires the Judge to instruct that the hearing be adjourned before a hearing date can be changed. The Judge gave no such instruction for the hearing to be vacated or adjourned"* (NB: Not having me at the hearing proved 'extremely convenient' for CKFT's client, Andrew Ladsky who got the action against me *"stayed"* - which is why the hearing was not cancelled).

7. Re. WLCC capturing on the 28 May 2004 Order that the action against me be *"stayed"* when, in fact, District Judge Madge had been told by Ayesha Salim that an agreement had been reached. Reply: *"You ask for the order of 28th May to be changed to reflect the agreement, which you have reached. No member of the Court staff can comment or intervene in matters that have been before the Court" "... In your particular case it is acknowledged that an agreement had been reached"* Ian Anderson goes on to state *"If you feel that the Judge has made a mistake, the correct procedure for you to follow is to appeal that decision to a Judge at a Higher Court"*. So, 'I' have to spend yet more money to go to a higher court to get a so-called 'mistake' – made by a judge – corrected. (I did not do it as, by then, I had spent several years of my very hard-earned life savings fighting the fraudulent service charge demand against me).

8. Re. WLCC and WCC wrongly telling me that I was *"the Defendant"* at a trial set for 17 August 2004. Reply: Putting yet again the blame on the fact that there were *"9 Defendants"* (NB: should be 11), after five lines of padding, on the sixth line Anderson states *"Please note that this is only in relation to the 5th Defendant and it is not against you"*.

9. Anderson's explanation for the fact that the 9 June 2004 Notice of this hearing stated the 'Defendant' as *"Noel Yvonne Sylvie Klosterkotter-Dit-Rawe + 8 others"*, is addressed to me, and starts with *"To all parties"* was *"Unfortunately, this can be very confusing as the order has your name on it and leads you to believe that it relates to you when it actually refers to another defendant"*. Such was Ian Anderson's blind determination to absolve the court staff of responsibility that he also overlooked the fact that my file HAD been transferred - and thereby demonstrated that he was perfectly happy to treat me like a complete moron in order to protect the WLCC staff.

10. In addition, Anderson wrote that *"the notice was copied for* [my] *information"* and that *"…orders issued by the Judge relating to one defendant has to be copied out to all defendants as to what is happening in the case"*. This was another deceitful cover-up as, apart from the fact that 50% of the Orders and Notices I received - falsely informed me that they concerned me - I was NEVER copied on any court documents in relation to my 10 fellow leaseholders.

11. Re. WLCC wrongly telling me that no hearing had taken placed on 28 May 2004. Reply: *"I am surprised that a member of the court staff would inform you that no hearing took place as the notice of hearing is clearly marked on the court computer"*. Hence, Ian Anderson (yet again) implies that I am a liar.

12. Re. WLCC sending the wrong tape to the company I had selected to do the transcript of the 28 May 2004 hearing – and taking one month to do it. Reply: *"...the court file had been transferred to Wandsworth County Court and the staff had difficulty in locating the tapes without the court file"*.

Firstly: not my problem. Secondly: my case **should not** have been transferred as the Court Service recognised that *"an agreement had been reached"*. WLCC transferred my file because of (at best) its negligence: wrongly identifying me as *"the Defendant"* in the trial set for 17 August 2004 in WCC.

13. Re. my repeatedly communicating to WLCC that the same action was taking place, concurrently in the LVT and that I had asked the court to stay the court action (10 Dec 02; 17 Dec 02; 25 Mar 03). Reply: can't comment.

14. Re. the fact that WLCC, as well as WCC, repeatedly ignored my letters about the Tribunal's 17 June 2003 'determination' (15 Jul 03; 9 Aug 03), and the fact that SS had not implemented it while nonetheless pursuing the claim. General reply: *"can't comment on action by court / judges"*

15. Re. the fact that WLCC had issued judgments against some of my fellow leaseholders (23 May 2003 Application by Lanny Silverstone, CKFT) BEFORE the Tribunal had issued its 17 June 2003 'determination'. General reply: *"can't comment on action by court / judges"*

16. Re. the fact that, by nonetheless proceeding with the 24 June 2003 hearing, WLCC subjected me to double jeopardy (my 22 Jun 03 letter to District Judge, WLCC) – as I had leave of appeal to the Lands Tribunal. General reply: *"can't comment on action by court / judges"*

17. Re. the fact that CKFT had filed a 6 August 2003 application for summary judgment against me and changed its position at the 26 August 2003 hearing, covering-up its acceptance of my part payment by stating that it had *"made a clerical error"*. (It certainly had not. It was trying its luck to force me to pay monies I did not owe). And District Judge Wright accepted this without question. General reply: *"can't comment on action by court / judges"*

18. Re. the fact that in my 17 December 2002 Defence I had stated that the lease supplied with the claim ('apparently' for flat 23) was materially different from mine. Reply: not addressed.

19. Ian Anderson concludes his letter by stating that I felt *"that the system has let me down and that I did not receive justice"*. That's a gigantic understatement. And HMCS so-called 'Customer Service' certainly *"let me down"* as well!

7.2 Information request from HMCS 'Customer Service' – for 2004

1. **FOR EACH of the following, please supply copy of relevant procedure, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that:**

    1. Led Ian Anderson, Head of 'Customer Service', to conclude that he could side with the courts' staff against me, and help them in their cover-up story by:

        (1) absolving the WLCC and WCC staff of all responsibility and accountability for *wrongly*, and *repeatedly* telling me that I was the defendant in a trial scheduled on 17 August 2004 in WCC – and assisting them in their cover-up by stating *"orders issued by the judge relating to one defendant has to be copied out to all defendants as to what is happening in the case"* – (as, other than receiving **50%** of the Orders and Notices **wrongly telling me that they concerned me**, I had *never* received communication from the court about my fellow leaseholders);

        (2) absolving the WLCC staff of all responsibility and accountability for *wrongly* telling me, on 31 March 2004, that a judgment had been entered against me on 18 March 2004;

        (3) ignoring the manner in which I had been treated by the staff on 31 March 2004 when I challenged their assertion that a judgment had been filed against me on 18 March 2004;

(4) absolving the WLCC staff of all responsibility and accountability for sending the wrong tape to my transcribing company – and doing this more than one month after (my 8 Jul 04 letter) I had submitted the form to WLCC – thereby continuing to keep me in terrible anguish as to what was behind the 9 June 2004 Notice;

(5) absolving the WLCC staff of all responsibility and accountability for suggesting to me, three days prior to the 4 April 2003 hearing, that it would be of benefit for me to attend - and then cancelling the hearing without informing me.

2. Led Ian Anderson to conclude - clearly with the aim of protecting the court staff in the then DCA and in WLCC - that he could imply that I am liar by:

   (1) doubting the replies I had received from the DCA and WLCC staff when I phoned to determine the meaning of 'a charging order', following my receiving the 21 March 2003 Charging Order (which, in fact, did not concern me);

   (2) doubting that, following WLCC making me miss the 28 May 2004 hearing, when I went to the court, the staff denied that a hearing had taken place – and even continued to do so when I produced the 18 May 2004 Notice and the 28 May 2004 letter from Ayesha Salim, CKFT, in which she wrote *"You did not attend the hearing today"*.

3. Led Ian Anderson to conclude – with the aim of absolving the WLCC staff of responsibility and accountability - that he could lie in his reply to my complaint by *falsely* claiming that I had been informed by WLCC that the 4 April 2003 Charging Order hearing concerned one of my fellow leaseholders – in the process implying that I am an imbecile.

4. Led Ian Anderson to conclude that he could treat me in an arrogant, condescending, patronizing manner, and imply that I am an imbecile / illiterate idiot - all with the aim of absolving the courts' staff of all responsibility and accountability - by:

   (1) falsely claiming that I had been informed by WLCC that the 4 April 2003 Charging Order hearing concerned one of my fellow leaseholders;

   (2) telling me *"Please note that this* [17 August 2004 WCC trial] *is only in relation to the 5th Defendant and it is not against you"* v. the 9 June 2004 Notice which states the 'Defendant' as *"Noel Yvonne Sylvie Klosterkotter-Dit-Rawe + 8 others"*, is addressed to me, and starts with *"To all parties"* – added to the fact that my file HAD been transferred to WCC;

   (3) telling me, about the 9 June 2004 WLCC Notice *"Unfortunately, this can be very confusing as the order has your name on it and leads you to believe that it relates to you when it actually refers to another defendant"* – and ditto re. the transfer of my file.

5. Led Ian Anderson to conclude that he could overlook the very traumatic, extremely vicious, cruel and perverse treatment I had – and continued to be subjected to by the judges and the staff in WLCC and WCC – as well as the massive amount of unnecessary costs I was made to incur as a result of their despicable conduct.

6. Led Ian Anderson, Head of 'Customer Service' to conclude that he was exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 *"to be treated fairly and with dignity by HMCS Customer Service and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

7. …in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 14 *"Right*

to not be discriminated against" – for the reasons detailed above.

2. Please provide detail of individuals / organisations to which HMCS 'Customer Service' has supplied data about me - as well as copy of:

   (1) The information supplied to the individuals / organisations

   (2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. Please supply copy of any other information held about me by HMCS 'Customer Service'.

8 EVENTS POST 2004, AND PRE WEST LONDON COUNTY COURT 2007-08

1. Among sane people, the convention is that, when party A makes an offer to party B, which party B accepts by making payment to party A - and this acceptance is endorsed by a court - the transaction is taken as concluding the matter.

2. Not surprisingly, given his conduct, this universally accepted principle is not recognised by Andrew Ladsky: he decided that it was not going to be the end of it. Like the majority of my fellow leaseholders, I WOULD be made to pay him whatever amount he deemed fit, and I, 'a woman', of limited financial means, of part German origin (leading him and his police 'friends' to brand me *"a Nazi"*), and no influential connections, who had 'dared' stand-up to him - 'Mr I Am So Important, So Superior to Anybody Else, Entitled to Get My Every Wish and Take Whatever I Want from Others' - would be severely punished by him and his equally sociopathic 'supporters' for 'daring' to do it.

3. Of course, the 17 June 2003 LVT 'determination' was NEVER implemented. Instead of doing this, on 2 August 2004, the day the last valiant leaseholder (5th Defendant) capitulated in Wandsworth County Court – evidently paying a lot more than he should have - Barrie Martin, FRICS, MRJ, announced the appointment of Mansell Construction Services, a new contractor - without going through the legally required consultation procedures.

4. The breach of consultation procedures in the context of the appointment of the new contractor, Mansell Construction Services, means that the contribution to the *"major works"* - from EACH of the leaseholders – HAD TO BE CAPPED - to the statutory limit of £250. Hence, at most, the total sum that could be demanded of the 35 flats was £8,750 v e.g. the £502,000 that had been extorted from 25 leaseholders by 31 December 2003 (29 Aug 06 letter to me from the ICAEW).

5. In addition to endorsing a breach of leaseholders' statutory rights by appointing Mansell - without going through the consultation procedures – Barrie Martin, FRICS, MRJ, deceptively omitted to add the 11% management fee, plus 17.5% VAT. The total sum demanded in Martin's 2 August 2004 letter (at this stage) of £669,937 is a massive overcharge relative to the tribunal's 17 June 2003 'determination' which reduced the amount by £500,000 (incl. the contingency fund) as it is only £66,269 less than the original 15 July 2002 demand of £736,206 - or nine percent less.

6. The reason for dumping Killby & Gayford – on whose costing the Tribunal hearings had been based - became apparent as soon as the works started in September 2004: the roof was demolished in order to build a penthouse flat that spans the whole length and width of Jefferson House.

7. Hence, the penthouse flat which:

   (1) Ladsky's surveyor, Brian Gale, MRICS, had said, under section 4 -1.4 of his 13 December 2002 *"Expert Witness"* report to the Tribunal *" 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";

(2) Ladsky's other surveyor and 'managing' agents for Jefferson House, Joan Hathaway, MRICS, MRJ, had said under point 19 of her 4 March 2003 letter sent to Brian Gale – which he supplied as part of the evidence for the tribunal hearings: *"...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"*. And under point 35 of the same letter: *" When it was obvious that the penthouse was not going to be built"*

8. **It was obvious from the start that it had been the plan all along – as I had predicted in e.g. my 25 November 2002 letter to the Tribunal (hence before the start of the proceedings)** in which I wrote, under 1.4 *"It is also my belief – at this stage - given the lack of information - that this exorbitant sum is due to the intention to build an extra floor for a penthouse flat and associated costs for which, of course, I am not liable. The fact that a three-year old planning application was renewed in February of this year indicates a clear intention to build the penthouse flat"*

9. Not only was the penthouse flat built, a further 3 flats were also added to Jefferson House – bringing the total to 39 flats. That's why the so-called *"repair and maintenance costs"* of 15 July 2002 amounted to £736,200!

10. Needless to say that, in his 13 December 2002 *"Expert Witness"* report to the Tribunal, Brian Gale, MRICS, had also denied that such works would be taking place, stating under point 3.04 *"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 headlessee"*.

11. The deceit continued as:

    (1) Barrie Martin, FRICS, MRJ, headed his 14 July 2004 letter to me with *"External repair and redecoration work plus internal refurbishment of common parts"*, while in his 2 August 2004 letter to *"All Lessees"* he started with *"...the proposed works to the exterior and internal common parts of the building..."*;

    (2) in their October-November 2004 *"Brief description of the works"*, Brian Gale, MRICS - Mansell described what they were doing at Jefferson House as *"General repair and refurbishment of the main structure of Jefferson House, 11 Basil St, to include cutting out of spalled and defective brickwork and replacing to match, **replacing asphalt roofs** **(NB!!!)**, redecoration externally, redecoration of internal common areas, replacement of lift"*;

    (3) in his 19 October 2005 letter to me, Brian Gale continued to misrepresent the works undertaken by stating: *"...Mansells, the contractors undertaking the works have now completed the external redecoration of Jefferson House"*. Evidently, in Brian Gale's language *"external redecoration"* includes: construction of a massive penthouse flat, addition of 3 other flats to a block – and related costs, such as extending the lift shaft and replacing the lift so that it can reach another floor.

12. Three months after Wandsworth County Court endorsed the 1 July 2004 Consent Order, Ladsky had his puppets, MRJ, send me an – unsupported - invoice, dated 21 October 2004, stating a *"Brought forward balance"* of £14,450 i.e. the original sum demanded in July 2002 - as though: he had not made me the 21 October 2003 'offer' for £6,350; I had not accepted it and paid it. Knowing that the invoice was bogus, I ignored it.

13. Three weeks later, it was followed by another – equally unsupported - demand, dated 16 November 2004, stating a *"Brought forward balance"* of £15,450. Knowing that it was, likewise, bogus, I also ignored it.

14. Enough was enough. I had given in once; I was not going to give in a second time. Still suffering greatly from my very traumatic experience with the Tribunal and the courts over the previous two years, I hoped to get better treatment from the 'regulators'. I therefore filed a complaint with the Royal Institution of Chartered Surveyors against MRJ; with the Law Society against CKFT, as well as against Piper Smith Basham/Watton, the solicitor I had used; with the Bar Council against Stan Gallagher, the barrister I had used in relation to the 21 October 2003 'offer'; with the Institute of Chartered Accountants in England and Wales (ICAEW) against the accountant, Pridie Brewster, etc – leading me to got into long drawn out battles spanning the following two years+ – all resulting in the same outcome: 'GET LOST!'

15. I had tried everything. By then, I had lost a very large part of my very hard-earned life savings, intended for my retirement - all because I naïvely believed what I was told by the State: that I had rights, I had the right to demand, and that there was a system in place for which, as a taxpayer, and a British national, I had been paying for (at least £500,000 in tax since arriving in this country).

16. Out of utter despair, **after FIVE YEARS** of absolute, sheer utter hell, facing a gigantic wall of 'blind eyes and deaf ears', in Autumn 2006, I launched the website www.leasehold-outrage.com – hoping that doing this would put pressure on resolving my situation, by helping me achieve justice and redress - leading me to close down the site within days, at most a few weeks after its launch. In other words: I was hoping for intelligence and common sense.

17. It proved to be a vain hope as my website triggered what I can only describe as an extremely vicious, barbaric 'lynch mob' absolutely intent on 'making me pay' for 'daring' to expose the detail of my case in the public domain and - as a consequence of this - expose their / their friends' failure to do their job / malpractice / collusion / fraud. Of course, 'very conveniently' ALL overlook the root cause for ALL that has happened: FRAUD by Andrew Ladsky et.al and their mob.

18. The first attack, 3 weeks after the launch of my site, was the 3 October 2006 threat of libel action against my website host by Jeremy Hershkorn, (then) Portner and Jaskel, starting with *"We act on behalf of Mr Andrew Ladsky"* – by making libellous, scurrilous, unsupported accusations against me. The ISP caved in, and closed down my site on 6 October 2006. Having found a new (wonderful) ISP, I relaunched the site on 25 December 2006.

19. In October 2006 and subsequently, Ladsky contacted my (ex.) employer on numerous occasions, making some of the same outrageously libellous, scurrilous, unsupported accusations against me – and a lot more.

20. Concurrently, starting in January 2007, Hershkorn harassed my current website Host over a period of several weeks, threatening my Host with legal *"proceedings and costs and damages"* unless my Host closed down my website – by yet again making highly libellous, scurrilous - unsupported - claims against me.

21. Frustration at being unable to force my website Host to close down my website, led Ladsky to ask Hershkorn to send me a malicious letter dated 16 February 2007, threatening me with *"bankruptcy proceedings, forfeiture"* (taking the flat from me) and *"costs"* if I failed to *"immediately pay £8,937"* to *"Rootstock Overseas Corp."* - a company I had never heard of.

22. I replied on 25 February 2007 that I had *"never heard of this company. Obviously it follows that I have never had any dealings with it – and consequently cannot have outstanding arrears"*.

23. I also pointed out that, contrary to the statement in the 16 February 2007 letter that *"a statement dated 13th February 2007 which indicates how the sum of £8,937.28 has been calculated is enclosed"* – NO statement had been enclosed with the letter. I concluded my letter with *"I await clarification from you"*.

9 WEST LONDON COUNTY COURT – 2007-08

9.1 Events – West London County Court – 2007-08

1. Having failed in their objective of bullying me and intimidating me into paying monies to a company I had never heard of, on the day Jeremy Hershkorn (then) Portner and Jaskel solicitors (PJ) received my 25 February 2007 reply to his 16 February 2007 threatening, malicious letter, the evil, greed-ridden Andrew Ladsky asked Hershkorn to file a (fraudulent) claim against me in WLCC on 27 February 2007, ref. 7WL00675 - for the amount of £8,937 demanded in Hershkorn's malicious letter of 16 February 2007, plus "*£1,069.31 of interest, £250 court fee, and £100 of solicitor's costs*" – bringing the total to £10,356.59.

2. I knew that the claim was fraudulent – and I was proven right as, after a 16-month battle with PJ and WLCC, upon receiving my 3 June 2008 Witness Statement, PJ sent me a 6 June 2008 Notice of discontinuance of *"ALL of the claim"* against me.

3. After my horrendous and very traumatic experience, from end August 2003 to end November 2003, with my so-called 'advisors' Piper Smith Basham and Stan Gallagher, I opted to represent myself in the context of this second – fraudulent – claim against me i.e. I was a Litigant in Person throughout the 16 months.

4. **WLCC proceeded with the 27 February 2007 claim, ref. 7WL00675, in the absolute knowledge that TWO NAMES are given for the *"Claimant"*: *"Rootstock Overseas Corp"* and *"Steel Services"*; BOTH claiming to be *"my landlord"* ; EACH represented by a different firm of solicitors; EACH claiming a different amount of money from me.**

5. The 27 February 2007 claim form, ref. 7WL00675, states *"**Claimant – Roostock** (sic) **Overseas Corp, c/o Portner and Jaskel LLP"*** and, under the Particulars of Claim that ***"The Claimant is the Lessor of premises known as Flat 3 Jefferson House****… The Defendant has failed to pay the sum of £8,937 in respect of service charges…"*

6. It states that *"the charges are detailed on the attached schedule"* – which is a 13 February 2007 invoice from Martin Russell Jones (MRJ), headed ***"Landlord: Steel Services c/o C.K.F.T."***

7. Hence:

   (1) There are **TWO DIFFERENT** company names on the claim;

   (2) BOTH claiming to be "*my landlord*";

   (3) EACH represented by A DIFFERENT firm of solicitors;

   (4) EACH demanding that I pay a DIFFERENT amount of money: *"£10,356.59"* and *"£8,933.28"*.

8. In my 22 March 2007 Acknowledgment of Service I went to great lengths to highlight the fact that the claim contained two names. I did this by:

   (1) sticking a label in the box headed *"Claimant (including reference)"*, stating *"Roostock* (sic) *Overseas Corp (?), or Steel Services Ltd (?)"*;

   (2) attaching a copy of: **(i)** the first page of the claim form on which I circled, in red, *"Roostock Overseas Corp"* and, also in red pen, next to it, wrote, in large, easily readable lettering *"v. Particulars of claim, next page"*; **(ii)** the first page of the *"13 Feb 2007 Statement"* from Martin Russell Jones, 'managing' agents on which I boxed in, in red pen *"Landlord: Steel Services Ltd"*

9. In fact, there is a THIRD NAME on the claim: Sloan Development

10. The name Sloan Development is in the file name path, at the bottom of the claim. Among other, on Land Registry records, Sloan Development was party with SS in the sale of the penthouse flat (that was *"NOT going to be built"*!) to a third party, in August 2005 - for £3.9 million.

11. 'Very conveniently' for *"Roostock* (sic) *Overseas Corp"* - in breach of CPR PD 16 – para 7.3, WLCC accepted the claim WITHOUT having my lease, i.e. my 'contractual obligation', supplied with the claim.

12. The Particulars of claim state *"Under the terms of the lease dated 10th March 1986* (i.e. my lease), *the Defendant covenanted to pay the Claimant all service and other charges as they fell due.* ***The Claimant will refer to the said lease for its full terms and effect".*** My lease was NOT supplied.

13. PD 16 - Statements of Case – para 7.3 states *"Where a claim is based upon a written agreement (1) a copy of the contract or documents constituting the agreement should be attached to or served with the particulars of claim and the original(s) should be available at the hearing"*

14. (Maybe WLCC considered this 'an improvement' on pursuing the 29 November 2002 claim in the knowledge that the lease supplied with the claim was not representative of my lease).

15. **'Very conveniently' for Andrew Ladsky and his mob's planned, perverse and vicious 'game', WLCC also overlooked another breach of CPR by allowing the claim to be filed without capturing the business address for *"Roostock* (sic) *Overseas Corp"*, nor indeed for the 2nd 'claimant', identified in the Particulars of claim: *"Steel Services Ltd"***

16. PD 16 – Statements of case – states under para 2.2 *"The claim form must include an address at which the claimant resides or carries on business.* ***This paragraph applies even though the claimant's address for service is the business address of his solicitor****"*.

17. But, had they been made to comply, it would have deprived - ALL - of a lot of fun watching me waste my time, money and energy over the following year+ arguing about the identity of 'my landlord'.

18. From 1996 onwards SS had always been stated as being my *"lessor" / "landlord"* – and was yet again stated as such on an invoice from MRJ, dated 1 March 2007 – hence 48 hours AFTER the claim was filed against me.

19. My 10 March 1986 lease states my Lessor as *"Acrepost Limited"*, describing it as the *"proprietor with absolute title of the leasehold property known as Jefferson House aforesaid (hereinafter called the "building")…"*

20. In its 21 November 1996 letter, Laytons, solicitors, stated that *"by a transfer dated 18th November 1996 and made between Acrepost Limited (1) and Steel Services Limited (2) the head leasehold interest in the property known as Jefferson House, Basil Street, London SW3…were thereby assigned to the said Steel Services Limited"*

21. From that time onwards, '*Steel Services Ltd*' IS the name that had always been stated as being my *"lessor" / "landlord"* – and was yet again stated on an invoice from MRJ, dated 1 March 2007: *"Landlord is Steel Services Ltd, c/o CKFT…"* – hence, 48 hours AFTER filing the 27 February 2007 claim against me.

22. I knew that SS had lost control of the last floor of Jefferson House to Lavagna Enterprises Ltd in January 2006.

23. I knew from researching the Land Registry records for all the flats in Jefferson House, at the time of the 10 February 2006 bogus *"Notice of first refusal"* issued by PJ *"on behalf of Steel Services"* that SS had lost control of the whole block – as a new superior headlessor, Lavagna Enterprises Ltd, had just been added, and had control of the last floor of Jefferson House.

24. Daniel Broughton, PJ, was forced to concede in his 3 April 2006 letter in reply to mine of 30 March 2006 that *"The disposal being offered, as per the content of the notice* (NB: = LIE. The *"Notice"* is a carbon copy of previous notices when SS was the headlessor for the **whole** of Jefferson House), *is in respect of the interest held in the property by Steel Services Ltd and not any interest in the property that may be held by Lavagna Enterprises Ltd"*.

25. As a result of this addition and transaction, SS had become 'a lessee' of Lavagna Enterprises. (Of course, as evidenced by the bogus 10 February 2006 *"Notice"*, this had been kept hidden).

26. None of the Land Registry records mentioned *"Roostock Overseas Corp."* nor, indeed, *"Rootstock Overseas Corp"*.

27. **WLCC took NO ACTION as a result of my repeatedly highlighting the issue as to the identity of *"the claimant"* and hence 'my landlord' - and consequently the ISSUE AS TO THE LEGALITY OF THE CLAIM FILED AGAINST ME. It let me raise this issue a total of 11 TIMES - over a period of 14 months.** The documents are:

    (1) my 22 March 2007 Acknowledgment of Service;

    (2) my 4 April 2007 Application to Contest Jurisdiction, cc'd PJ;

    (3) my 3 May 2007 Skeleton Argument, cc'd PJ;

    (4) my 30 June 2007 letter to PJ, cc'd WLCC;

    (5) my 12 August 2007 letter to PJ, cc'd WLCC;

    (6) my 12 September 2007 Defence, cc'd PJ;

    (7) my 2 October 2007 letter to WLCC, cc'd PJ;

    (8) my 26 January 2008 letter to *"A Judge committed to the concept of Justice"*, c/o WLCC, cc'd PJ;

    (9) my 14 March 2008 Allocation Questionnaire, cc'd PJ;

    (10) my 30 April 2008 Application to vary the 9 April 2008 so-called 'Case Management Directions', cc'd PJ;

    (11) my 6 May 2008 Standard Disclosure to PJ.

28. PJ's claim of *"Transfer"* of *"the title of the premises from Steel Services to our clients, Rootstock Overseas Corp on 24th May 2006"* raised the question as to why, in the Particulars of claim, SS was claiming monies from me up to 24 December 2006 – hence 7 months AFTER the transfer.

29. With no reply to my question in my 25 February 2007 letter as to the identity of *"Rootstock Overseas Corp."*, **four months later**, I again repeated it in my 30 June 2007 letter to PJ, cc'd WLCC, stating *"… what services or goods does "Rootstock Overseas Corp" claim it has supplied me – since the Particulars of Claim supplied with the 7WL00675 West London County Court claim refer only to Steel Services Ltd – my landlord? What is the connection between Steel Services Ltd and "Rootstock Overseas Corp."? Since it is you who filed the claim against me, the onus is upon you to furnish me with the evidence in support of your claim"*. I followed this by stating *"You must also fulfil your legal obligations under CPR 1.3".* I copied WLCC on my letter.

30. It led to a 12 July 2007 reply from Ahmet Jaffer, PJ, stating *"We notified you by our letter of 27th February 2007 that the Title of the premises was transferred from Steel Services to our clients, Rootstock Overseas Corp on 24th May 2006"*. Obviously, I had not received this letter. (The motive for not informing me was revenge by Ladsky and PJ, in part for my exposing the fact that the 10 February 2006 so-called *"Notice of first refusal"* was bogus – and their actions amounted to committing offences punishable by imprisonment - as I detailed in my 30 April 2006 letter to Daniel Broughton, PJ).

31. With the 12 July 2007 letter, Jaffer enclosed a copy of a Land Registry title stating that the title for *"Property: Jefferson House, 7 to 13 Basil Street, London SW3 1AX"* had been *"transferred from Steel Services Limited to Rootstock Overseas Corp., Republic of Panama on 24th May 2006"*, for the sum of *"£120,000"*. The transaction was *"Signed as a deed on behalf of Steel Services Ltd, a company incorporated in the British Virgin Islands…"*

32. In my 12 August 2007 reply to Jaffer, cc'd WLCC, I challenged the fact that *"Rootstock"* was my *"landlord"* by pointing out that **(1)** SS did not control the block due to the addition of Lavagna Enterprises that had control of the last floor of Jefferson House; **(2)** asking *"As you claim that the change of ownership took place on 24 May 2006, how do you explain that the Particulars of Claim – which are in the name of "Landlord: Steel Services" - include sums of monies for periods up to 24 December 2006 i.e. seven months post the 24 May 2006 date?"*

33. I asked Ahmet Jaffer to provide me with *"an exact definition of the premises"*, and questioned the third name on the claim *"Sloan Development"*, as well as asked *"What is the connection between this multiplicity of companies? **Which company/ies has/have the legal obligation to fulfil all the covenants stipulated in my lease?"**"*. **I NEVER received a reply to my questions** - included when I incorporated them in my 19 May 2008 Part 18 Request – as my Part 18 Request was NOT even acknowledged by Jaffer.

34. **In its 4 February 2008 Standard Disclosure - issued BEFORE the case management directions were issued, and hence before I served my Allocation Questionnaire – PJ had included a document which turned out to relate to the *"transfer of the Airspace of Jefferson House from Steel Services to Rootstock Overseas Corp for £1.00"*. But it still leaves questions unanswered as to the actual identity of 'my lessor / landlord'**

35. As my understanding from CPR (as a Litigant in Person) was that standard disclosure followed case management directions (and were preceded with serving the allocation questionnaire - which had not been done), I perceived PJ supplying its Standard Disclosure before the case management directions were issued as another trick. (The 9 April 2008 so-called 'Case Management Directions' were posted on 21 April 2008).

36. In any case, it was abundantly clear from the list of 10 items that the standard disclosure did NOT address the issues I had been raising in my documents served on WLCC and PJ over the previous 11 months, namely: my 22 March 2007 Acknowledgment of Service; my 4 April 2007 Application to Contest Jurisdiction, cc'd PJ; my 3 May 2007 Skeleton Argument, cc'd PJ; my 12 September 2007 Defence, cc'd PJ. This is aside from my letters to WLCC, on which I copied PJ, and vice-versa.

37. Hence, I did not respond at the time.

38. In my 6 May 2008 letter to PJ I asked whether I *"should assume that your 4 February 2008 'List of documents: Standard disclosure' is still valid"*.

39. Lack of response to my 6 May 2008 letter led me to write in my 16 May 2008 letter to PJ that I assumed the answer to be 'yes' and asked to be supplied with 3 documents, one of which was item number 4 *"Copy TR1 Form Steel Services Ltd to Rootstock Overseas – 08.01.07"*

40. This document revealed that the **Airspace of Jefferson House** had 'apparently' been transferred on *"8 January 2007"* from *"Steel Services Limited, British Virgin Islands"* to *"Rootstock Overseas Corp, Republic de Panama"* for *"the sum of £1.00"*.

41. Hence, the transaction had been registered 7 weeks PRIOR to filing the 27 February 2007 claim.

42. These events provide yet another example of Jeremy Hershkorn, Ahmet Jaffer et.al. at PJ, and of their client, Andrew Ladsky, perverse, devious, warped mentality - considering that I had first asked for clarification 15 months previously – and subsequently raised the issue in, among other, four major documents served on them and WLCC. As detailed above, this is in addition to raising the issue in numerous other documents.

43. Of course, this STILL does NOT explain **(1)** why SS is given as my *"landlord"* in MRJ's invoice of 1 March 2007 – hence nearly **2 months AFTER** the transfer is claimed to have taken place; **(2)** Why SS is entitled to claim monies from me (and fellow leaseholders) up to 24 December 2006 – hence **7 months POST** the claimed 24 May 2006 transfer of its interest to Rootstock.

44. (NB: There are further issues about the identity of SS as it has been described by, among others, PJ in a Central London County Court claim against an elderly Leaseholder, and in the 5 October 2004 letter from Barrie Martin, FRICS, MRJ, to *"All the lessees"* - as the *"freeholder"* for Jefferson House (which, on the Land Registry is given as *"Jefferson House Ltd"*)).

45. In spite of my going to great lengths to communicate, in my 22 March 2007 Acknowledgement of Service that *"I intend to contest the court's jurisdiction"* - WLCC falsely captured in the 3 April 2007 'Notice that Acknowledgment of Service has been filed' that I had *"responded to the claim indicating an intention to defend part of the claim"*

46. On my 22 March 2007 Acknowledgement of Service, I took particular care to emphasise that I was *"contesting WLCC's jurisdiction"* by: **(1)** in the upper part of the page, boxing in, with a thick blue line, the 4th box and, with a red pen, underlined the last part of the paragraph *"or wish to contest the court's jurisdiction"* with a wavy line; **(2)** in the bottom part of the page, by putting a large, thick blue cross in the box for *"3. I intend to contest jurisdiction"*.

47. In spite of my doing this, in its 3 April 2007 'Notice that Acknowledgment of Service has been filed' WLCC wrote *"The Defendant responded to the claim indicating an intention to defend part of the claim"*

48. WLCC's so-called 'error' proved extremely useful to Jeremy Hershkorn, PJ, and his client, as he used it as an excuse to get the 8 May 2007 WLCC hearing cancelled.

49. I received a copy of WLCC's 3 April 2007 'Notice that Acknowledgment of Service has been filed' from Jeremy Hershkorn, one month later – which 'happened to be' **2 days before** the hearing scheduled on 8 May 2007.

50. This 'error' proved 'particularly useful' to Hershkorn, who claimed in his 1 May 2007 letter to WLCC that, since receiving the 3 April 2007 Notice, he not heard from WLCC – and used it as one of two excuses to have the 8 May 2007 hearing cancelled.

51. It was A LIE. In fact, Hershkorn had been in contact with WLCC - **immediately at the end of my 4 April 2007 deadline for filing my Application to Contest Jurisdiction** – by filing an application for judgment against me. (WLCC denied his application).

52. It required 4 written requests from me to WLCC, plus a complaint to HMCS 'Customer Service', to finally obtain, in January 2008, a corrected version of WLCC's 3 April 2007 Notice

that Acknowledgment of Service has been filed' – hence, more than 6 months AFTER my original request.

53. I made the request in my letters of 30 June 2007, 12 August 2007, 14 October 2007 and 28 October 2007.

54. On 4 April 2007 I submitted my Application to WLCC to contest the court's jurisdiction, and added a 2nd one: *"An extended Civil Restraint Order against the 'Landlord'"*. Lack of guidance in HMCS supporting notes sent with the claim meant that I had to consult CPR and, as a result, did not also serve my Application on PJ.

55. I summarised my 20-page 4 April 2007 Application as: *"Request that the jurisdiction be transferred to the LVT as: "(1) the claim relates to service charges under residential leasehold; (2) the Defendant disputes the claimed charges; (3) the case is linked to the Tribunal's determination of 17 June 2003, LVT/ SC/007/120/02 (ref #992 on the LVT database)"*

56. In my document, I provided comprehensive detail as justification for transfer of the case to the LVT.

57. Lack of guidance in the HMCS supporting notes sent with the claim, led me to consult CPR which, under Part 11 - *"Disputing the court's jurisdiction"* states under Rule 11.2(b) that the application must *"be supported by evidence"*. I therefore supplied a total of 64 supporting documents, bound, in a report, preceded by my 20-page Application.

58. In my 4 April 2007 Application to Contest Jurisdiction, I also wrote ***"Second application: An extended Civil Restraint Order against the 'Landlord'"***.

59. I quoted CPR Rule 3.4(2)(b) *"Vexatious Claimant"*, and Part 3C – Statements of Case, Practice Direction: *"Extended Civil Restraint Orders – 3.1 (3) "…where a party has persistently issued claims or made applications which are totally without merit"*

60. I wrote that I was making the application *"On the basis that this is the second false Claim filed against the Defendant by her 'Lessor'. Details contained in this document"*

61. Having provided very comprehensive detail in support of my position that the claim filed against me was fraudulent, in the last paragraph of my Application, on page 20, I wrote *"The Defendant gives the filling of this vexatious, ill-founded claim, as the second part of her evidence in support of her application to WLCC for an Extended Civil Restraint Order against the 'Landlord'"*

62. By posting its 19 April 2007 Order more than one week later, on 27 April 2007, WLCC put me under extreme pressure to file my Skeleton Argument.

63. WLCC waited until 27 April 2007 to post its 19 April 2007 Order stating ***"Parties are to file and serve skeleton arguments and any authorities relied upon by 4pm on 03 May 2007"***

64. I took delivery of the Order on Saturday 28 April 2007, thereby giving me only 2 working days to do write it.

65. Repeated failures to get through to WLCC led me to send a fax on Monday 30 April 2007. It resulted in the 1 May 2007 Order from District Judge Nicholson granting me just one extra day i.e. until 4 April 2007 to serve my Skeleton Argument. I managed to do this against the odds, and filed a 3 May 2007 16-page document, supported by 67 evidential documents – which I also served on PJ.

66. Contrary to the 19 April 2007 Order, while I also served my 3 May 2007 Skeleton Argument on PJ, it did not supply me with its skeleton argument.

67. The WLCC 19 April 2007 Order states ***"Parties are to file and serve skeleton arguments and any authorities relied upon by 4pm on 03 May 2007***". I did NOT get anything from PJ - because it was all part of a plan to continue to subject me to maximum anguish, torment and distress.

68. On phoning WLCC on Friday 4 May 2007 I was told that the 8 May 2007 hearing had been *"cancelled"*, but was not given any reason other than *"because of communication from the claimant"*. It provided further evidence of the continuing plan to subject me to maximum torment, anguish and distress.

69. Filing of the Skeleton Argument was in preparation for a hearing 'scheduled' for 8 May 2007 – as per the 19 April / 26 April 2007 Order *"1. The defendants application to contest the jurisdiction be listed for hearing on: 8 May 2007 at 14h00 at West London County Court - with an estimate time of 2 hours 30 minutes"*

70. As the Order also states: *"in some instances a case may be released to another judge, possibly a different court"*, on Friday 4 May 2007, I phoned WLCC to confirm where the hearing would be taking place on 8 May - which was a Tuesday. Monday 7 May was a bank holiday.

71. I was told that *"the hearing has been cancelled"*. When I asked for the reason, the reply was *"It's not on the file"*. Then, at some point, that it was *"because of communication from the claimant"*. The court staff added that *"A letter has been sent to you yesterday"*

72. I asked for the communication to be faxed to me. It states *"Upon the Courts own motion. The Court has made this order of its own initiative without a hearing. Upon reading a letter from the Claimant's solicitors dated 1 May 2007 a copy of which is annexed"*.

73. This letter, which, I had been told, was the reason for the hearing being cancelled, was NOT faxed to me – thereby, very clearly: purposely keeping me in the dark.

74. I phoned the court but, because I had not asked for the name of the person I spoke to in the morning, I was asked to fax my request as my file *"cannot be found"*, *"assumed to still be with the person who has sent you the fax"*. I sent a fax at 15h00 requesting it. My fax was ignored = the game was continuing!

75. The following day I went to my PO Box. Of course, there was NO letter from WLCC. In actual fact, I only received it on Tuesday 8 May i.e. on the day the hearing had been scheduled to take place.

76. In his 1 May 2007 letter to WLCC, on which he copied me, Jeremy Hershkorn gave two – bogus, cooked-up reasons - to WLCC for cancelling the 8 May 2007 hearing.

77. In his 1 May 2007 letter to WLCC, Hershkorn wrote *"...we have not received anything further from the Defendant or the Court. Neither have we received a copy of the Defendant's application to contest the jurisdiction or any evidence in support, nor a copy of the Defendant's Defence"*

78. My reply to this is: not my problem. Firstly, because it was not I who did not capture what I had written on the Acknowledgment of Service. Secondly, the guidance notes supplied with the claim by WLCC only make a passing reference to contesting the court's jurisdiction. I had to consult CPR to determine that *"an application must be supported by evidence"*. (I did supply a copy of my 4 April 2007 Evidence in support of my Application to Contest Jurisdiction to Ahmet Jaffer, PJ, with my 30 June 2007 correspondence).

79. Thirdly, as evidenced by point #2 on the 19 April 2007 Order, Hershkorn HAD been in contact with WLCC, as it states ***"In view of the defendant's application the claimants request for judgment is refused"***

80. The second reason given by Hershkorn for asking that the 8 May 2007 hearing be cancelled was that he 'had received' a cheque for £1,069.31 **falsely** claiming that it had been 'sent' *"on my behalf"*. It represents the full amount of interest claimed in the 27 February 2007 claim – hence, implying an admission that I owed all of the sums claimed. **This, LIKE THE REST, WAS COOKED-UP by Andrew Ladsky and his mob. THESE PEOPLE ARE VERY SERIOUSLY SICK.**

81. The hearing was rescheduled 3.5 months later, for 24 August 2007, with WLCC giving me the excuse that *"there is only one judge in WLCC"*. The point is: it allowed 'a solicitor' – hence one of PJ's peers - to preside over the hearing: Deputy District Judge McGovern.

82. During my conversation with the WLCC staff, I was told that the hearing had been rescheduled to 24 August 2007. The reply to my questioning this long, 3.5 months delay was: *"There is only one judge in WLCC"*

83. It was a blatant LIE as the Orders and Notices I have been receiving are from District Judge Ryan, District Judge Nicholson – as well as other judges in 2002-04. Furthermore, WLCC had had no difficulty finding a slot - within one month of my submitting my Evidence for Contesting Jurisdiction.

84. The point is that 24 August 2007 was a Friday, before a bank holiday weekend. Hence: a time when many people tend to be away... including judges – **giving the opportunity to have 'a solicitor' - and hence, one of PJ's peers - preside over the hearing: 'Deputy' District Judge McGovern.** (It is commonly recognised that having practising solicitors and barristers sit as judges and Registrars in the courts can result in unfair judgements – among others, due to conflict of interest).

85. After 4 requests to PJ and WLCC, PJ finally had its so-called 'Skeleton Argument' biked to me on 22 August 2007 – hence less than 48 hours before the 24 August 2007 hearing.

86. As the 24 August 2007 hearing was approaching, over a period of 7 WEEKS, WLCC ignored my repeated requests for assistance in getting Portner to comply with its 19 April 2007 Order – by sending its skeleton argument – and of course: ditto re PJ.

87. These letters are:

(1) 30 June 2007 to Jaffer, cc'd WLCC;

(2) 12 August 2007 to Jaffer, cc'd WLCC, headed *"URGENT AND IMMEDIATE ATTENTION"*, in which I wrote, among other *"Your failure to provide me with the requested information adds weight to my – amply supported position - that your client's claim against me is dishonest and vexatious"*;

(3) 12 August 2007 to WLCC, cc'd Jaffer, headed *"Your assistance in getting the skeleton argument from Portner and Jaskel"*, stating, among other *"The hearing is scheduled for 24 August 2007. Clearly, non-provision of the skeleton argument puts me in a highly unfair and very disadvantageous position in relation to the hearing. Hence, Portner and Jaskel is in breach of its legal obligations under Section 1.3 of the CPR, Duty of the parties: The parties are required to help the court to further the overriding objective"*;

(4) 16 August 2007 fax to WLCC, cc'd Jaffer: *"One week to the 24 August 2007 hearing and Portner and Jaskel has not supplied me with its skeleton argument. Yet, it has now been in possession of my skeleton argument for three and half months (since 4 May 2007)…Concurrently, this conduct provides evidence that the claim is a waste of court time, as well as my time. Quite clearly, this breach of the rules of court is intended to gain an unfair advantage and calculated to inhibit your court from furthering the overriding objective"*

88. Eventually, sometime on 22 August 2007, a two-page so-called *"Skeleton argument"* produced by Greg Williams, barrister, 2 Gray's Inn Square Chambers, London – on behalf of *"Rootstock Overseas Corp."* - and a covering letter from Ahmet Jaffer, PJ, were delivered by courier to my PO

Box address. Hence, less than 48 hours before the 24 August 2007 hearing - and 3.5 months AFTER PJ had received mine.

89. *"Rootstock"*'s 22 August 2007 so-called 'Skeleton Argument' did not reply to mine - by LYING that it had not received my Skeleton Argument - and therefore, also lied about me to WLCC.

90. Point 5 of *"Rootstock"*'s Skeleton argument states *"The Claimant has not received a copy of the Defendant's skeleton argument in support of her application. The Defendant asserts in correspondence that the Claimant has had her skeleton argument since 4 May"*. This was a LIE as, knowing the vermin I am dealing with, I had sent it to PJ by 'special delivery' and had confirmation from the Royal Mail that it had been delivered to PJ on 4 May 2007.

91. Point 8 states *"The Claimant has delayed service of its skeleton to the present date in the hope that it may have been able to respond constructively to Defendant's arguments on the application"*.

92. **Why wait until 22 August 2007 to say that**, given that:

(1) In my 30 June 2007 to Jaffer, I wrote *"You have had my skeleton argument since 4 May 2007"*;

(2) I repeated the same thing in my 12 August 2007 letter to Jaffer;

(3) In my 16 August 2007 letter to the WLCC court manager, on which I copied Jaffer, I headed my letter with *"One week to the 24 August 2007 hearing and Portner and Jaskel has not supplied me with its skeleton argument. Yet, it has now been in possession of my skeleton argument for three and half months (since 4 May 2007)*".

93. **Because it was A LIE. Ladsky's solicitors, PJ, and barrister, Greg Williams, knew they did not have a leg to stand on - because the claim was fraudulent.**

94. It led me to send a 22 August 2007 fax WLCC, headed *"Yet more deceit by Rootstock Overseas Corp and its advisers"* – to which I added, among others, a copy of the printscreen from the Royal Mail website confirming that my Skeleton Argument had been delivered to PJ.

95. I also highlight the fact that, in spite of my several chaser letters, the so-called 'skeleton argument' was biked to me less than 48 hours before the hearing – and the obvious breach of CPR by Portner I had already highlighted in my 16 August 2007 letter to WLCC.

96. In breach of my statutory rights under Schedule 12 s.3 of the Commonhold and Leasehold Reform Act 2002, as well as government policy – in spite of the very compelling evidence I had by then supplied to WLCC - Deputy District Judge McGovern refused my legitimate request for transfer of the case to the Leasehold Valuation Tribunal. In the process, he also totally overlooked the highly despicable, deceitful, obstructive, fraudulent conduct by PJ and its client, Andrew Ladsky, that breached countless CPR rules, PDs and statutes.

97. At the 24 August 2007 hearing, (the solicitor) 'Deputy' District Judge McGovern announced that the purpose of the hearing was to consider my Application for transfer of the case to the Leasehold Valuation Tribunal (my 4 April 2007 application and 3 May 2007 Skeleton Argument).

98. In spite of the highly compelling evidence I had by then supplied to WLCC which very clearly demonstrates issues best addressed by the LVT – in breach of **(1)** my statutory rights under Schedule 12 s.3 of the Commonhold and Leasehold Reform Act 2002; **(2)** government policy, among other, communicated to me by the Office of the Prime Minister, Gordon Brown, in a 5 March 2008 email (in response to the *"petition to abolish leasehold")* which states: *"making the resolution of disputes quicker, easier and cheaper by moving jurisdiction for the majority of disputes from the*

courts to the leasehold valuation tribunal" – Deputy District Judge McGovern decided to deny my application for transfer of the case to the LVT.

99. In reply to my argument that, based my on first-hand experience, LVTs have specialists to deal with the issues in my case, Deputy District Judge McGovern replied that the court *"also has specialists"* (as I captured under point 1.4 of my 2 October 2007 letter to WLCC).

100. In spite of all the evidence I had by then supplied to WLCC, including my recent letters to the court manager in which I highlighted PJ's conduct in relation to its skeleton argument which further added to my being placed in a highly unfair and extremely disadvantageous position: Deputy District Judge turned a blind eye to ALL of PJ's highly despicable, deceitful, obstructive, fraudulent conduct that breached countless CPR rules, PDs and statutes – evidently because it is one of his peers.

101. For reasons better known to himself, Deputy District Judge McGovern ordered that I pay *"£293.70 costs to Rootstock Overseas Corp"* - even though I had repeatedly highlighted the fact that there are TWO NAMES on the claim, BOTH claiming to be 'my landlord', EACH represented by a different firm of solicitors, and EACH claiming a different amount of money from me – and in spite of the fact that (unlike me) 'the claimants' had breached CPR PD 44 – paras 13.5(2) and 13.6 by not serving me with a statement of costs ahead of the hearing.

102. Having refused my request, Deputy District Judge McGovern ordered that I pay *"Roostock"*s its barrister's, Greg Williams, costs of £293.70.

103. This was in spite of the fact that, firstly, I had repeatedly highlighted to WLCC the fact that are TWO NAMES for the 'Claimant' on the claim: *"Roostock Overseas Corp."* and *"Steel Services Ltd";* BOTH claiming to be 'my landlord'; EACH represented by a different firm of solicitors; EACH claiming a different amount of money from me.

104. Secondly, in spite of the fact that no statement of costs was sent by PJ ahead of the hearing. The £293.70 amount was arrived by Deputy District Judge McGovern asking Greg Williams during the hearing how much his costs were, to which he replied *"£293.70".*

105. This amounts to a breach of CPR PD 44 - para 13.5(2) *"Each party who intends to claim costs must prepare a written statement of the costs he intends to claim... (4) The statement of costs must be filed at court and copies of it must be served on any party against whom an order for payment of those costs is intended to be sought. The statement of costs should be filed and the copies of it should be served as soon as possible and in any event not less than 24 hours before the date fixed for the hearing"*

106. And of course, a breach of PD 44 - para 13.6 which states: *"The failure by a party, without reasonable excuse, to comply with the foregoing paragraphs will be taken into account by the court in deciding what order to make about the costs of the claim, hearing or application, and about the costs of any further hearing or detailed assessment hearing that may be necessary as a result of that failure"* - was also overlooked by Deputy District Judge McGovern – et.al. - in WLCC.

107. By contrast, I DID comply with CPR by serving my 22 August 2007 statement of costs to Ahmet Jaffer, PJ, and WLCC - 24 hours ahead of the 24 August 2007 hearing. I NEVER received an invoice from PJ.

108. (NB: I sent the cheque for £293.70 to PJ on 10 September 2007, and copied WLCC on my letter. (I only received the 24 August 2007 Order from WLCC on 7 September 2007. It was posted on 6 September 2007))

109. I was forced to write my Defence without the benefit of having a transcript of the 24 August 2007 hearing as – due to WLCC continuing to play 'games' – I only obtained a transcript 10 weeks after the hearing, and hence 8 WEEKS AFTER I had to file my Defence.

110. The WLCC 24 August 2007 Order states: *"Defence & Counterclaim to be filed by 14 September 2007"*. As I had not understood everything that was said at the hearing, I wanted a copy of the transcript in order to write my Defence.

111. On 28 August 2007 (first working day after the bank holiday), I sent a letter to WLCC, together with a completed form, requesting that the tape of the hearing be sent to a named company (Beverley F. Nunnery) for transcription. (I copied WLCC on my correspondence to the company, and vice versa)

112. By 1 October 2007 i.e. one month AFTER I submitted the form, and two weeks AFTER I had to serve my Defence, Beverley F. Nunnery had NOT received the tape. I phoned WLCC and was told *"your request for the tape was forwarded to a judge on 14 September"* – hence, ON THE DAY I was due to serve my Defence.

113. As a result of my phoning WLCC, Beverley F. Nunnery received the tape the following day.

114. I chased the company for the transcript in a letter dated 28 October 2007. On 31 October 2007 I was told that the *"judgement part of the transcript"* had been sent to WLCC for review, and that I would get the 'hearing part' within 2-3 days.

115. I sent another chaser letter to Beverley F. Nunnery on 7 November 2007, as I still had not received anything. Finally, on 9 November 2007, I was told that everything was ready. Hence, 10 WEEKS AFTER the 24 August 2007 hearing.

116. Using the wording in WLCC's 24 August 2007 Order, I titled my 12 September 2007 Defence *"Defence & Counterclaim"* – leading WLCC to unlawfully demand that I pay £1,700, while Ladsky's puppets filed a 26 September 2007 *"Defence to counterclaim"*

117. The WLCC 24 August 2007 Order states: *"Defence & Counterclaim to be filed by 14 September 2007"*. I looked up 'counterclaim' in the CPR and concluded that it was impossible for me to file a separate counterclaim – and that WLCC knew this from the several documents I had already submitted to the court.

118. Nonetheless, I opted to title my 20-page 12 September 2007 document by reproducing WLCC's wording: *"Defence & Counterclaim"* - because it made sense to me, as I was making 'counterclaims' in my document 'in defence' of the claims against me. I supplied 75 documents as evidence in support of my Defence.

119. In the process of identifying the issues, I highlight numerous breaches of covenants in my lease, as well as breaches of my rights under the Landlord &Tenant Act 1985 and 1987 - some of which are punishable by imprisonment (which I state in my Defence). A significant part of the content of my Defence is a repeat of what I had already stated in my 3 May 2007 Skeleton Argument. Some of which are also included in my 4 April 2007 Application to Contest Jurisdiction.

120. On Monday 1 October 2007, when I phoned WLCC to ask why, after more than one month, my nominated company had still not received the tape of the hearing for transcription, instead of getting a reply to my question, I was immediately told that I had *"to pay £1,700 for your counterclaim"*.

121. I could not believe my ears, replying that I had not received any communication to this effect. I was told that something had been sent to me. I added that, in any case, it was an impossibility for me to file a counterclaim - as was obvious from the documents I filed in court.

122. WLCC had posted a 27 September 2007 letter to me on the day - but did this second class. Hence, when I went to check my post on Saturday 29 September 2007, I had not received it.

123. (NB: Due to my post being intercepted at Jefferson House, I have a PO Box in the area of my flat. I had not gone to the area in a while as I was renting a room in East London because of fear for my safety in the flat, as well as due to the ongoing harassment I was subjected to… and knowing from my very extensive first-hand experience with my local police of Kensington & Chelsea that, if I were attacked, there would be no point my phoning the police).

124. In breach of CPR Rule 3.1(3), the 27 September 2007 document from WLCC is a letter masquerading as an order – demanding that I pay *"£1,700"* for "[my] *counterclaim the court received against the claimant"* and threatens that *"If by 05 October 2007 you have not paid the fee… your counterclaim* (HENCE: MY DEFENCE) *will be struck-out without further order of the court…"* - in the process, falsely implying that the communication was 'an order'

125. The 27 September 2007 letter from WLCC, signed by *"Mr Joseph, Courts Section"* states *"The court received your counterclaim against the claimant. Either a fee of £1,700 or an application for a fee exemption or remission should have accompanied the counterclaim. Neither was enclosed. If by 05 October 2007 you have not paid the fee or applied for a fee exemption or remission, your counterclaim will automatically be struck out without further order of the court. This means that you would not be able to proceed with your counterclaim"*.

126. **This 27 September 2007 communication is a 'letter' masquerading as an order**. I conclude from CPR Rule 3.1(3) that **the correct form of correspondence should have been an 'order'** – NOT a letter - *"When the court makes an order, it may" (a) "make it subject to conditions, including a condition to pay a sum of money into court" (b) "specify the consequence of failure to comply with the order or a condition"*. As can be seen, the 27 September 2007 correspondence has both 'ingredients': **(1)** demand for payment; **(2)** threat of striking out *"the counterclaim"* (and hence: my Defence) if I failed to pay. (**NB**: The wording of the 19 December 2007 Order from District Judge Nicholson *"striking-out"* "[my] *counterclaim"* for *"failing to comply with the Court's request by letter dated 27 September 2007"* - endorses my position that the 27 September 2007 communication is NOT an order).

127. While it is a letter, **deceitfully, Joseph implies that it is 'an order'** as he states "*without further order of the court"*.

128. I view the 27 September 2007 letter, preceded by the wording in the 24 August 2007 as part of a game plan to strike-out my Defence.

129. This 27 September 2007 correspondence and subsequent events, in particular the 3.5 months 'silent mode' by WLCC and PJ, lead me to conclude that the 24 August 2007 Order asking that I *"serve Defence & Counterclaim"* was part of a game plan to take advantage of the fact that I am a Litigant in Person – with the ultimate objective of being able to strike out my Defence.

130. Furthermore, that it also relied on my not getting this 'letter' on time as **(1)** I was still renting the room in East London at the time; **(2)** Joseph's letter had not arrived when I went to my PO Box on Saturday 29 September 2007.

131. **Further evidence of the game plan to strike-out my Defence can be seen in the 'concoction' in the 10 January 2008 letter from Paulette James OBE, 'Customer Service Unit', Petty**

France: *"…judicial case management is only invoked when the court is satisfied that it has before it a claim and a valid defence. It is unclear because of the striking out of your counterclaim whether that is the situation with this case, for example, you have made no formal application to reinstate your counterclaim"* = **I foiled the mob's plan with my 2 October 2007 reply, hence the reason why WLCC and Portner went into silent mode for the following 3.5 months.**

132. What I collected from my PO Box on the 29th was a 26 September 2007 *"Defence to counterclaim"* written by Greg Williams, barrister, on behalf of *"Rootstock Overseas Corp"* with a Statement of Truth endorsed by Ahmet Jaffer, PJ. It states that *"The Claimant contends that the Defendant's Defence and Counterclaim contains no counterclaim"*, and under Point 4 *"Notwithstanding the bare words of the typed court order, the Claimant contends that the court granted the Defendant permission to file a Defence and Counterclaim, one of the two, or neither"*

133. On the basis of my 1 October 2007 phone call to WLCC and of the 26 September 2007 *"Defence to counterclaim"*, I wrote a 2 October 2007 letter to WLCC, cc'd Ahmet Jaffer.

134. In this I give the dictionary definition of 'counterclaim' and state *"1.3 - I view that, in my defence against the claim, I have made numerous 'counterclaims' in the process of 'rebutting' the claims by 'proving that they cannot be true'"*; *"1.4 - I can only state that the sub-claims 'cannot be true', as I cannot put a monetary value to my counterclaims to the sub-claims due to, as I stated in my demand for transfer of the case to the Leasehold Valuation Tribunal, the need for specialist input. In my 12 September 2007 Defence and Counterclaim... I wrote: Paragraph 141, sub-heading 8.6.4: "while I do not know how much I owe – if anything – to whoever my 'Lessor' is – in the three groupings of service charges, I am certain that I do not owe the sums claimed""*

135. In this letter, I also wrote *"In conclusion: having been denied my right of access to the LVT – which, I know from first-hand experience, is positioned to deal with the issues in the case – I cannot now be expected to give a monetary value to my counterclaims. I therefore await the input from the court's 'specialists' referred to by Deputy Judge McGovern at the 24 August 2007 hearing"*.

136. I followed this by ***"2 - Even if I were able to put a monetary value to my counterclaims, I do not know the entity/ies against which I should file the claim. There are five in total… and 'might' be more (?)"***

137. Lack of response from the WLCC's court manager to my 2 October 2007 letter led me to send a chaser letter on 14 October 2007 which, due to the ongoing silence, I had to follow by another chaser letter on 28 October 2007. Concurrently, there was also total silence from PJ – which I copied on all my letters.

138. Evidently, neither liked my 2 October 2007 reply.

139. As both, WLCC and PJ had gone into 'silent mode' since their September communications, on 13 November 2007, I sent a complaint to Kevin Pogson, HMCS Regional Director, Southwark Bridge. (See next section 'Events with HMCS 'Customer Service' – in 2007-08')

140. More than 3 months after its unjustified demand of £1,700 in its 27 September 2007 letter masquerading as an order, on 7 January 2008, WLCC sent me a 19 December 2007 Order by District Judge Nicholson *"striking out"* my 'counterclaim' for *"failing to comply with the Court's request by letter dated 27 September 2007"* – proving my point that, in breach of CPR Rule 3.1(3), the 27 September 2007 communication is NOT an order.

141. Instead of completing the 11 January 2008 Allocation questionnaire, I sent a 26 January 2008 application *"To: A Judge committed to the concept of Justice"* - asking for transfer of the case to another court.

142. Not knowing any better, this 'application' was actually a letter. In this letter I emphasise the evidence in support of my position that the 27 February 2007 claim against me is fraudulent; highlight the lies by Ladsky and his aides, and list *"in my non-lawyer opinion"* the breaches they have committed of CPR, as well as numerous Acts.

143. I conclude by stating my *"right to demand access to the 'justice' system"* and request that *"my case is transferred to a court and a judge committed to operating under the Overriding Objective*". In support of my request and position that I have lost trust in WLCC: I relate events in 2002-04 and 2007; highlight the fact that it ignored the evidence I supplied against the claims; relate the horrendous and very traumatic treatment I have been made to suffer at the hands of WLCC.

144. WLCC's 'reply' to my 26 January 2008 letter was a 7 March 2008 Order from District Judge Ryan threatening to *"strike out* [my] *defence"* - if I failed to file my Allocation Questionnaire by 14 March 2008.

145. On 13 March 2008, I took delivery of a 7 March 2008 Order from WLCC, posted on 10 March 2008. It states: *"Before District Judge Ryan...It is ordered that unless the Defendant do file and serve a completed allocation questionnaire by no later the 4.00 pm on the 14 March 2008, that the Defence be struck out without further order from the court"*

146. The covering letter states a **consequence of this as *"the Claimant may apply for judgment"***. (Lucky for me I had gone to my PO Box!)

147. The letter refers to my 18 February 2008 letter to Jack Straw, 'Justice' Secretary - ignoring my 26 January 2008 letter addressed to *"A Judge committed to the concept of Justice"*, c/o West London County Court. It informs me that my request for transfer of the case to another court cannot be dealt with by letter *"as previously advised"*. The *"previous advice"* I was given is in the 10 January 2008 letter from *"Paulette James OBE"*, 'Customer Service' Unit, Petty France, which states the need *"to make a formal application"*, but does not refer me to any form. This information had only been provided to me for the first time in the 7 March 2008 correspondence from WLCC.

148. In light of the threat from WLCC, added to my experience to date, as well as being reminded of other leaseholders' appalling experience with other courts, as well as tribunals, I opted to return the Allocation questionnaire - supported by 3 additional sheets detailing key issues that needed to be addressed, and thereby explaining why I could not answer the majority of the questions.

149. With my Allocation Questionnaire of 14 March 2008, I supplied 3 additional sheets in which I, yet again, raised the critical issues I had already raised in my 12 September 2007 Defence i.e. six months previously (and many, also in my 4 April 2007 Application to Contest Jurisdiction, and in my 3 May 2007 Skeleton Argument – hence 11 months previously).

150. I started the additional sheets with *"This document is based on my 12 September 2007 "Defence & Counterclaim" (NB: Not a 'counterclaim' as defined by the courts)"*.

151. I followed this by stating *"The Claimant has had my "Defence & Counterclaim" for seven months. Yet, its 4 February 2008 'List of Documents - Standard Disclosure' does not address the need for evidence in relation to the issues and questions raised in my 12 September 2007 "Defence & Counterclaim". These are…:*

152. I then stated:

    1. *"My position that Rootstock Overseas Corp is not my lessor, or landlord, as it does not control the property defined in my lease"*, providing reasons in support and asked *"who is my lessor, or landlord, and consequently the entity with which I have a contractual relationship?"*

2. That *"2 days after the claim was filed in WLCC, MRJ had sent me a service charge demand that is £225.06 less than the claim"* – asking *"What is the explanation?"*

3. *"I have a £6,100 credit following Steel Services non-compliance with consultation procedures. It has not been acknowledged"*

4. There was an *"Unexplained drop of £10,000 in service charge demands"* as *"In October 2004, MRJ had sent me an – unsupported – service charge demand stating "Brought forward balance" of £14,452. In November 2004, I was sent another - equally unsupported - service charge demand stating a "Brought forward balance" of £15,447"*. That *"I did not pay either of these demands. The next service charge demand, more than one year later, in January 2006, states a "Brought forward balance" of £5,625 i.e. nearly £10,000 less. What is the explanation?"*

5. *"My 1.956% share of the service charges has not been amended to reflect the addition of a penthouse flat (that is seven times the size of my flat), as well as three other flats. I therefore need to be provided with my revised share of the service charges. I expect this revised share to have kicked-in 2005"*

6. *"2003 service charges - I paid for the major works by accepting Steel Services' 21 October 2003 'offer' of £6,350. Consequently, I am only liable for expenditure not related to the major works (undertaken between September 2004 – early 2006)"*

7. *"The 2003 accounts do not reflect the impact of the 17 June 2003 LVT 'determination'. This makes it impossible for me to determine what I am potentially liable for"*

8. *"I have a Consent Order, dated 3 October 2003, between "Miss N K-Dit-Rawé, Applicant, and Steel Services Ltd, Respondent", endorsed by MRJ, and my then solicitors, Piper Smith Basham/Watton which states "All or any of the costs incurred, or to be incurred by the Respondent in connection with any proceedings arising out of its application to the Leasehold Valuation Tribunal dated 7 August 2002 are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant. I have no evidence that it has been taken into consideration"*.

9. *"2004 service charges - The 2004 accounts do not reflect the impact of the 17 June 2003 LVT 'determination'. The Institute of Chartered Accountants for England and Wales has confirmed to me (4 August 2005 letter) that the accountant, Pridie Brewster, "does not check the costs for reasonableness". This breaches Clause 2(2)(e) of my lease and means that I cannot rely on the accounts on which the service charge demand is based"*

10. *"I cannot be made to pay service charges for which I am not liable. (Aside from not reflecting the LVT determination), the accountant's failure to "check the costs for reasonableness" is evidenced by the fact that some of the sums claimed cannot be justified (as explained in my 12 September 2004 "Defence & Counterclaim"). I also question the apparent shortfall of £98,677 relating to three of Mr Andrew Ladsky's flats"*

11. *"2005 service charges - In breach of Clauses 2(2)(g)(i), 2(2)(e) and 2(2)(f) of my lease, I have not been supplied with the 2005 accounts. Nor have I been supplied with a document from the accountant "…specifying the amount of the service charge payable by the lessee" (Clause 2(2)(f) of my lease. Without the legally required supporting evidence, no payment can be demanded of me in relation to 2005"*

12. *"2006 "Estimated expenditure" - The "2006 estimated expenditure" is on MRJ headed paper. As per Clause 2(2)(f) of my lease this document should be from the accountant "…the accountant shall prepare a written statement containing a summary of the costs expenses and outgoings*

incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2 (2) (e).. and specifying the amount of the service charge payable by the lessee…" In addition, I have not been supplied with the 2005 accounts. Without these legally required evidential documents, no payment can be demanded of me for 2006"

13. *"Furthermore, the "2006 estimated expenditure" to end December 2006 is under the name of Steel Services. How can this be given that Steel Services disposed of its asset to Rootstock in May 2006?"*

14. *"The document claims expenditure "for all flats". This cannot be right given that, from the beginning of 2006, Steel Services had lost control of the last floor of Jefferson House"*

15. *"How was my £815 share of the service charges calculated? It simply cannot be the case that my half-yearly service charge for the year 2006 is an estimated £815 as it is higher than the amount in the preceding 12 months ((£679) to the start of the works which resulted in: (1) the addition of four flats, including a massive penthouse flat; (2) the complete overhaul of Jefferson House. (In 2003, the amount was also £679)"*

16. *"It is clear that some of the sums claimed cannot be justified. (As explained in my 12 September 2007 "Defence & Counterclaim"). Without the legally required evidence, as well as supporting information, no payment can be demanded of me in relation to 2006"*

17. *"As I wrote in my 12 September 2007 "Defence & Counterclaim" "The clear conclusion is that, while I do not know how much I owe – if anything - to whomever my 'Lessor' is - in the three groupings of service charges, I am certain that I do not owe the sums claimed"*

18. *"Ground rent - In relation to the ground rent, I require clarification in two instances (Detailed in my "Defence & Counterclaim")"*

19. *"Electricity charges - As to the electricity charges, (as detailed in my "Defence & Counterclaim") there are discrepancies as I have invoices with different start / end dates / different amounts. There is also evidence of significant overcharge"*

20. *"Directions need to be issued to ensure that the Claimant provides me with the necessary information to defend myself against the claim"*

153. Given the deadline, I hand-delivered the documents to WLCC on 14 March 2008 – and sent a copy to Ahmet Jaffer, PJ.

154. Having given me a 24-hr turnaround, I did not get anything from WLCC until five weeks later.

155. **DISTRICT JUDGE RYAN issued 9 April 2008 so-called 'case management directions' demonstrating COMPLETE DISREGARD of WLCC's' obligations under CPR – AND BY IMPLICATION: OF HIS DUTY AS A DISTRICT JUDGE.**

156. The 9 April 2008 so-called 'case management directions' were ONLY posted on 21 April 2008 – leading me to take delivery on 23 April 2008 – **thereby making me lose two weeks of the timeline.**

157. They state:

"1) The claim is allocated to the Fast Track.

2) Disclosure of documents shall be dealt with as follows: a) Both parties shall give to each other standard disclosure by list, the lists to be served by 4pm on Wednesday, 7th May 2008. b) Any

request for a copy, or inspection, of any document shall be complied with by 4pm on Wednesday, 21 May 2008.

3) Both parties shall, by 4pm on Wednesday, 4th June 2008, serve on each other the witness statements of themselves and of all witnesses (other than expert witnesses) on whom they intend to rely.

4) No party may rely on or adduce the evidence of any witness whose statement has not been served in accordance with this Order.

5) Completed pre-trial check lists shall be sent to the court by 4pm on Friday, 4th July 2008.

6) The claim shall be listed for trial on the first open date after 4th August 2008 with a time estimate of one day.

7) Not more than seven or less than three clear working days before the trial, the claimant shall file at court an indexed and paginated bundle of documents which complies with the requirement of Rule 39.5 of the Civil Procedure Rules and the practice direction thereto, and shall serve a copy of it on the Defendant. The parties shall endeavour to agree the contents of the bundle before it is filed. The bundle shall include a case summary of not more than 250 words and a statement of the issues to be decided by the Court.

8) Because this Order has been made by the Court without considering representations from the parties, the parties have the right to apply to have the order set aside, varied or stayed. A party wishing to make an application must send or deliver the application to the court (together with any appropriate fee) to arrive within seven days of service of this Order"

158. ***"Because this Order has been made by the Court without considering representations from the parties…"*** **What was the point of sending me an Allocation Questionnaire – which I hand-delivered to WLCC on 14 March 2008 – supported by three additional sheets in which I very clearly, I believe, summarised the critical issues – which totally undermine the validity of the claim against me and very clearly demonstrate that I have not been supplied with key, legally required information in support of the claim?**

159. **It is abundantly clear from these so-called 'case management directions' that District Judge Ryan not only overlooked my three additional sheets to the Allocation Questionnaire, he also totally overlooked the content of the documents I had served on WLCC – among others: my 22 March 2007 Acknowledgement of Service; my 4 April 2007 Application to contest jurisdiction; my 3 May 2007 Skeleton Argument; my 12 September 2007 Defence.**

160. CPR state:

➔ **Rule 26.5** - *"**Before deciding the track** to which to allocate proceedings or deciding to give directions for an allocation hearing to be fixed, **the court may order a party to provide further information about his case**"*

(❖ **NB:** District Judge Ryan had overwhelming evidence that there was a need for this)

➔ **Rule 26.8** – *"Matters relevant to allocation to a track - **(1) When deciding the track** for a claim, the matters to which **the court shall have regard** include… **(h) the views expressed by the parties**; and **(i) the circumstances of the parties**"*

(❖ **NB:** Very clearly, District Judge Ryan did not take this into consideration as: he allocated one day for the hearing – knowing that the issues I raised would take longer to address – as he failed to ensure in his 'directions' that I would be provided with the information to which I am legally entitled to defend myself against the claim)

From PD 26 – Case management – Preliminary stage: Allocation and re-allocation:

➔ This PD **starts with** ***"Reminders of important rule provisions*** *other than parts 26-29 -* ***Attention is drawn in particular to the following provisions*** *of the Civil Procedure Rules:*

Part 1 - The Overriding Objective *(defined in* ***Rule 1.1****)* (❖ **NB: which states**: *"The overriding objective -* ***(1)*** *These Rules are a new procedural code with the overriding objective of enabling the court to deal with cases justly.* ***(2)*** *Dealing with a case justly includes, so far as is practicable –* ***(a)*** *ensuring that the parties are on an equal footing;* ***(b)*** *saving expense;* ***(c)*** *dealing with the case in ways which are proportionate…****(d)*** *ensuring that it is dealt with expeditiously and fairly…".*

*"****The duty of the court*** *to further that objective* ***by actively managing cases*** *(set out in* ***Rule 1.4****)* (❖ **NB - which states**: *"Court's duty to manage cases* ***(1)*** *The court must further the overriding objective by actively managing cases.* ***(2)*** *Active case management includes –* ***(a)*** *encouraging the parties to co-operate with each other in the conduct of the proceedings;* ***(b)*** *identify the issues at an early stage;* ***(c)*** *deciding promptly which issues need full investigation and trial and accordingly disposing summarily of the others") .*

(❖ **NB**: As evidenced in this section, the WLCC judges, court manager and other court staff **TOTALLY FAILED** to perform their duty – as defined in the CPR)

The requirement that the parties help the court to further that objective *(set out in Rule 1.3).* (❖ **NB – which states:** *"Duty of the parties – The parties are required to help the court to further the overriding objective"*)

(❖ NB: As evidenced in this section, Portner – as an officer of the court – **TOTALLY FAILED** to perform its duty - as defined under CPR, thereby demonstrating utter contempt of court - and did this with the active assistance of the WLCC judges, court manager and other staff).

Part 3 *-* ***The court's case management powers*** *(which may be exercised on application* ***or on its own initiative) and the sanctions which it may impose****…* **(❖ NB – which states, under 3.4 "***The court has the power to strike out a statement of case. (2) The court may strike out a statement of case if it appears to the court – (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim; (b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings"*)

Parts 32–35 *-* ***Evidence, especially the court's power to control evidence****… "*

(❖ NB: The WLCC judges took **NO ACTION** against Portner and Jaskel for its conduct. In fact: they endorsed it by actively supporting it)

➔ **Para 2.2 - Provision of Extra Information:** "***(1) This paragraph sets out what a party should do when he files his allocation questionnaire if he wishes to give the court information about matters which he believes may affect its decision about allocation or case management****.*

(2) *The general rule is that the court will not take such information into account unless the document containing it either:* ***(a)*** *confirms that all parties have agreed that the information is correct and that it should be put before the court,* ***or (b) confirms that the party who has sent the document to the court has delivered a copy to all the other parties****"*

(❖ NB: I DID copy Ahmet Jaffer, PJ, on my 14 March 2008 Allocation Questionnaire, including my three additional sheets summarising the issues – **and WLCC knew this from**: **(1)** the Allocation Questionnaire form, on which I ticked the box *"Have you sent a copy of this*

completed form to the other party(ies)?"; **(2)** the fact that, at the end of the third additional sheet I wrote *"cc. Mr Ahmet Jaffer, Portner and Jaskel"*. Yet, District Judge Ryan VERY CLEARLY took NO NOTICE of what I wrote in my 14 March 2008 Allocation Questionnaire)

➔ **Para 2.2(3)** - **Provision of Extra information:** *"The following are examples of* ***information which will be likely to help the court****:*

(d) the directions the party believes will be appropriate to be given for the management of the case*,*

(❖ NB: The concluding paragraph of my three additional sheets to my 14 March 2008 Allocation Questionnaire reads ***"Directions need to be issued to ensure that the Claimant provides me with the necessary information to defend myself against the claim"*****)**

(e) *about* ***any particular facts that may affect the timetable the court will set****,*

(f) any facts which may make it desirable for the court to fix an allocation hearing or a hearing at which case management directions will be given"

(❖ **NB:** The issues I identified in my three additional sheets to my 14 March 2008 Allocation Questionnaire – **certainly DID** *"affect the timetable the court will set"*, and they **certainly DID** *"make it desirable for the court to fix an allocation hearing or a hearing at which case management directions will be given"*)

➔ **Para 2.3 - Consultation** *"(1) The parties should consult one another and co-operate in completing the allocation questionnaires and giving other information to the court. (2) They should try to agree the case management directions which they will invite the court to make"* (❖ **NB:** FAT CHANCE OF THAT! AND WLCC KNEW IT!)

➔ **Para 4.1 - The court's general approach: "***The Civil Procedure Rules lay down the* ***overriding objective, the powers and duties of the court and the factors to which it must have regard in exercising them. The court will expect to exercise its powers*** *as far as possible in co-operation with the parties and their legal representatives* ***so as to deal with the case justly in accordance with that objective"****.*

(❖ **NB**: Ditto re the WLCC judges, court manager and other court staff **TOTALLY FAILING** to perform their duty – as defined in the CPR)

➔ **Para 4.2 - Allocation to track: (1)** *"In most cases the court will expect to have enough* ***information from the statements of case and allocation questionnaires*** *to be able to allocate the claim to a track and to give case management directions.* ***(2) If the court does not have enough information*** *to allocate the claim* ***it will generally make an order under rule 26.5(3) requiring one or more parties to provide further information within 14 days"***

(❖ NB: Considering all the **CRITICAL** issues I identified in my three additional sheets to my 14 March 2008 Allocation Questionnaire, District Judge Ryan was of the view in his so-called 'case management directions' that a ***"one day hearing"*** would be sufficient!)

➔ **Para 5 – Summary judgment or other early termination - Para 5.1:** ***"Part of the court's duty of active case management is the summary disposal of issues*** *which do not need full investigation and trial (rule 1.4(2)(c)).*

➔ **Para 5.2:** *"****The court's powers to make orders to dispose of issues*** *in that way include: (a)* ***under rule 3.4, striking out a statement of case****, or part of a statement of case, and* ***(b) under Part 24, giving summary judgment where a claimant or a defendant has no***

***reasonable prospect of success. The court may use these powers on an application or on its own initiative"**.*

(❖ NB: Considering 'the mountain' of 'black on white evidence' I had supplied against the claim to WLCC - OVER THE PREVIOUS 12 MONTHS – **WHY is it that District Judge Ryan did not use his OWN INITIATIVE AND EXERT HIS POWERS under CPR? WHY DID HE BREACH HIS DUTY AND THAT OF THE COURT?**

I hold the view that what a professional judge, with integrity, would have done in this situation, was to strike out the claim on the grounds that it was clearly without merit, vexatious, malicious, with no legally recognised ground. In addition, that such a judge would have penalised Portner and Jaskel and its client, Andrew Ladsky, under whose instructions they filed the claim – for contempt of court, waste of taxpayer money – as well as get them to pay me compensation for the very traumatic experience they had subjected me to over the previous 12 months. (In fact, in the first instance, this claim should NOT have been accepted by WLCC)).

161. To add to this: in breach of CPR Rule 26.9(2) WLCC did NOT supply me with PJ's allocation questionnaire.

162. ➔ **Rule 26.9(2)** states *"When the court serves notice of allocation on a party, it will also serve – (a) a copy of the allocation questionnaires filed by the other parties; and (b) a copy of any further information provided by another party about his case (whether by order or not)"*.

163. While I sent my 14 March 2008 Allocation Questionnaire to PJ on the day I hand-delivered mine to WLCC – WLCC did NOT supply me with PJ's allocation questionnaire.

164. 'IF' WLCC not providing me with PJ's Allocation Questionnaire was due to PJ not sending it to WLCC: then a breach of CPR took place.

165. 'IF' PJ did not supply its allocation questionnaire to WLCC, it amounts to a breach of CPR under **PD 26** – Case management – Preliminary stage: allocation and re-allocation – **para 2.5** *"Consequences of failure to file an allocation questionnaire (2) "Where a party files an allocation questionnaire but another party does not, **the file will be referred to a judge for his directions** and the court may (a) allocate the claim to a track if it considers that it has enough information to do so, or (b) order that an allocation hearing is listed and that all or any parties must attend"*

166. Specifying that I was doing this under CPR Rule 28.4, "*in the interests of justice and efficiency*", on 30 April 2008, I hand-delivered to WLCC an Application for variation of the 9 April 2008 so-called 'case management directions', as well as a cheque for £40.00.

167. Under Part A of the form, I wrote *"Application made in the interests of justice and efficiency by allowing time for the provision of better particulars to allow me to defend myself against the claim: **Rule 28 - 3.9 (1)** "directions for filing and service of any further information required to clarify either party's case", and **PD 28 - 3.3**: "The court's first concern will be to ensure…that the necessary evidence is prepared and disclosed" - See Part C for detail"*

168. And under Part C – I started by noting that *"Contrary to **CPR 26.9 (1)(a)**, the court has not supplied me with a copy of the claimant's allocation questionnaire (I copied mine to the claimant at the time of filing it"*. I followed this by:

*"1. To amend directions in order to obtain further information (**Rule 28 - 3.9(1)**). As repeatedly highlighted to the Court and the Claimant – over the last 12 months - in numerous documents (skeleton argument, defence to the claim, notes to the allocation questionnaire, etc.): I need better*

particulars to be able to defend myself against the claim – including writing my witness statement. By right, I should have been provided with the main evidence I require a long time ago.

The 9 April 2008 case management timetable makes no provisions to ensure I am supplied with the information I require as: (1) Point 2.a - the deadline for request for copy of documents is 21 May 2008; (2) it does not specify a time limit for reply ***(PD 28 – 3.9)*** *; (3) witness statements are to be exchanged two weeks later, on 4 June 2008.*

(NB: Under ***Rules 26.5(3) and 31.12(1)*** *the court had the option of giving directions / issuing an order for specific disclosure. It opted to not do this - in spite of my highlighting the need in the supporting document to my allocation questionnaire).*

In the interests of fairness and efficiency, an allowance needs to be built in the timeline to obtain further particulars through requests for information, as well as applications for orders if voluntary requests are unsuccessful – which, given the Claimant's conduct to date, can be safely assumed.

In addition to disclosure orders under ***Rule 31.12,*** *disclosure orders under* ***Rule 31.17****, against other parties (e.g. accountants for Jefferson House; surveyors involved in determining the percentage shares of service charges) may also be required.*

There may also be a need to apply, under ***Rule 18.1****, for one or more orders to obtain further information to clarify matters. The preceding step requires first asking the Claimant, allowing 14 days for the reply* ***(PD 18 – 5.1)*** *before making an application for an order…"*

3. Information to be endorsed by statements of truth by the supplying parties ***(CPR Part 22)****. As, in August 2007, the court denied me access to extensive expertise by refusing my legitimate application for transfer of the case to the LVT, I require that disclosure information supplied to me by the Claimant, its accountants, surveyors, lawyers, others, if any - is endorsed by statements of truth. This is to provide me with reassurance on the veracity, authenticity, as well as compliance with my lease and statutory rights in relation to the accounts for Jefferson House, service charge demands and other information to which I am entitled e.g. detail of the ownership profile of Jefferson House.*

*This is in addition to requiring the same reassurances in relation to the information already supplied to me by the Claimant (accounts, service charge demands, ownership profile of Jefferson House) (****PD 22 – 1.5*** *which allows for subsequent statements of truth)*

In highlighting this requirement for statements of truth, I am also conscious of ***Rule 32.19(1)*** *"A party shall be deemed to admit the authenticity of a document disclosed to him under* ***Part 31*** *(disclosure and inspection of documents) unless he serves notice that he wishes the document to be proved at trial"*

In this context, I note ***Rule 32.19(2)*** *"A notice to prove a document must be served – (a) by the latest date for serving witness statements; or (b) within 7 days of disclosure of the document, whichever is later"*

Time allowance also needs to be made for the Claimant to reply to the applications for orders, and for the court to process the orders.

4. Bundle - In light of the conduct of the Claimant, the current direction, under point 7, "parties shall endeavour to agree the contents of the bundle before it is filed" needs to be tightened by setting a date for agreement by the parties. Suggest: "Index to be agreed between the parties 14 days before the hearing"

As the Defendant, I want to ensure that the bundle is as it should be. Consequently, I request that the direction states "Defendant to be supplied with a copy seven days before the hearing" (maximum allowed under ***Rule 39 3.1****) to allow time for amendments"*

I followed this by including, under point 5 a *"Suggested revised timetable"*

169. On the day I hand-delivered my Application to WLCC, I also sent a copy to Ahmet Jaffer, PJ.

170. In his 9 May 2008 Order, District Judge Nicholson refused my 30 April 2008 Application to vary the 9 April 2008 so-called 'case management directions' issued by District Judge Ryan.

171. On 13 May 2008, I took delivery of the 9 May 2008 Order issued by District Judge Nicholson who refused my 30 April 2008 Application to vary the 9 April 2008 so-called 'case management directions' issued by District Judge Ryan.

172. The Order states *"If the Defendant wishes to obtain information from the Claimant the Defendant should make a request for the information, and if it is not given the Defendant should make an Application to the court"*.

173. I replied to District Judge Nicholson on 14 May 2008 (copying Jack Straw, 'Justice' Secretary, and Lord Chancellor) that *"the court is perfectly aware that the Claimant has not supplied me with the information I should, by right (covenants in my lease, and my statutory rights) have been provided with – a long time ago"*

174. In support of my position of a *"game plan to prevent me from getting the information in time to write my Witness Statement"*, I wrote that *"given the Claimant's conduct to date…It is abundantly clear that the game plan is to make me file applications to the court to 'perhaps' obtain the information – after the deadline for submission of my witness statement"*, and highlighted *"PD 18 5.5(2)"* which *"requires allowing 14 days for reply before filing an application in court for an order"*

175. I also wrote, among other, *"My case is not being handled with consideration for: the Overriding Objective "(2) Dealing with a case justly includes... (a) ensuring that the parties are on an equal footing..."; PD 28 3.3: "The court's first concern will be to ensure…that the necessary evidence is prepared and disclosed".*

176. In my concluding paragraph, I wrote: *"Whatever the outcome: my conscience is clear"*

177. Thanks to District Judge Ryan and District Judge Nicholson I ended-up having to write my 3 June 2008 Witness Statement – WITHOUT having the information to which I am legally entitled – thereby SERIOUSLY PREJUDICING MY ABILITY TO DEFEND MYSELF AGAINST THE CLAIM. And the preceding event that led to this situation was 'thanks to' Deputy District Judge McGovern who, on 24 August 2007, refused my legitimate application for transfer of the case to the LVT – in breach of my statutory rights, and government policy.

178. Not surprisingly, the consequences I predicted in my 14 May 2008 reply to District Judge Nicholson materialised: on 19 May 2008, I hand-delivered to PJ's office, attention of Ahmet Jaffer, a Part 18 Request - giving (as per CPR) a 14-day deadline for reply, hence by 2 June 2008. Not only did Jaffer NOT reply, he did not even acknowledge my Part 18 Request.

179. Hence: thanks to District Judge Ryan and District Judge Nicholson I ended-up having to write my 3 June 2008 Witness Statement **WITHOUT** the necessary evidence to which I am legally entitled, and required in order to defend myself against the claim – thereby also breaching CPR. And my situation was also 'thanks to' Deputy District Judge McGovern who refused my Application for transfer of the case to the LVT.

180. (One exception re. the provision of information (as detailed in the early part of this section): In the context of the 9 April 2008 so-called 'case management directions", on 16 May 2008, I asked Ahmet Jaffer to supply me with documents from his 4 February 2008 standard disclosure).

181. As per the 9 April 2008 so-called 'case management directions', I sent my Standard Disclosure to PJ on 6 May 2008.

182. On the form, 'List of documents: standard disclosure', I preceded my list of documents with *"My list of documents is to support my objective of demonstrating in my witness statement and at trial that I continue to be the innocent victim of fraud - aided and abetted since 2002 by a supporting cast comprising of lawyers, surveyors, accountants and their professional associations, the Court Service, LVT, housing departments, Ombudsmen, Land Registry and the police. That - in addition to suffering defamation of my name and character - in the process, I have suffered breach of covenants in my lease, of my statutory rights, as well as rights under court rules - and have been subjected to harassment and bullying"*

183. My list includes 243 documents – as the claim covered 4 years, during which many events had taken place.

184. Without a request from PJ – which I viewed as a sign of more intended dirty tricks - on 21 May 2008, I hand-delivered to PJ's office the bundle of documents comprised in my 6 May 2008 Standard Disclosure.

185. I hand-delivered two arch lever files containing my 243 documents to PJ's office, attention of Jaffer, on 21 May 2008.

186. I did this because I viewed Jaffer's silence as being caused by a plan for more dirty tricks, as the 9 April 2008 so-called 'case management directions': **(1)** placed the responsibility on PJ to compile the bundle; **(2)** required that the bundle be served "*Not more than seven or less than three clear working days before the trial.. and serve a copy of it on the Defendant"* – **thereby leaving me no time to ensure that it contained the right documents.** Furthermore, while the directions state *"The parties shall endeavour to agree the contents of the bundle before it is filed"* District Judge Ryan knew when he wrote this that it would not happen.

187. Having had the stages based on 'fast track', at the 11th hour, Ahmet Jaffer (=Ladsky) tried to get the case moved to 'multi-track'.

188. In his typically patronizing, condescending, under-handed and ironic letter to me of 23 May 2008, Ahmet Jaffer wrote that *"because of the voluminous bundle of documents you have submitted as well as hear* (sic) *oral evidence and submissions on both sides within one day. We would suggest therefore (subject to the Court's approval) that this case be transferred to a multi-track listing with a* (sic) *estimated length of hearing of 2 days otherwise we risk being adjourned to a date months ahead with the ensuing additional expense"*. (10/10 for irony!)

189. Had this happened, the 'very convenient' benefit to Ladsky and his mob of *"suggesting"* this 11th switch was that they avoided CPR pre-hearing requirements that are more demanding than for 'fast-track'.

190. The blatantly obvious ploys and 'games' by Ladsky, his mob, and the WLCC judges, court manager and other court staff made me more than ever determined to fight for a 'knock-out' in my Witness Statement – in spite of the fact that I was in a highly prejudiced position, as I was deprived of key information to which I am legally entitled.

191. In my 3 June 2008, 70-page, Witness Statement I left no stone unturned – and referred to all the 243 documents in my 6 May 2008 Standard Disclosure.

192. As I predicted, I did NOT receive a witness statement from 'the claimants'.

193. Under point 2 of my 3 June 2008 Witness Statement I wrote: *"Considering the (well documented) conduct of the Claimant, i.e. Mr Andrew Ladsky (et.al.?), the requirement "serving on themselves" leads me to anticipate that I will not receive the Claimant's Witness Statement as directed – allowing Mr Ladsky and supporters at large to see my Witness Statement first – in the knowledge that there will be no sanction for not complying with the WLLC Order (as happened with the 19 April 2007 WLCC Order in relation to the skeleton arguments). I hope to be proven wrong"*

194. I knew I would not be *"proven wrong"*: I did NOT receive the witness statement from *"Rootstock Overseas Corp / Steel Services Ltd / Sloan Development"* i.e. Ladsky.

195. Hence: **this was a REPEAT of what took place with the previous fraudulent WLCC claim of 29 November 2002** – when I did NOT receive a witness statement from 'Steel Services', in spite of supplying mine of 19 October 2003 – as, instead, CKFT sent a 21 October 2003 'offer' for £6,350 (v. the £14,400 originally demanded).

196. **But, this time, I was not 'represented' in relation to the claim – hence, the same trick could not be repeated.** Furthermore, the ploys and 'games' – by ALL - in 2007-08 failed to make me cave in - in spite of their 'renewed vigour', including failed to lead me to appoint legal 'advisers' **= second time round: the FEAR tactics and persecution had NO hold on me** (very clearly leading – ALL - to suffer immense frustration and anger).

197. On 5 June 2008, I replied to Ahmet Jaffer's letter of 23 May 2008, cc'd WLCC – asking him a few questions. I also wrote to WLCC that the non-provision of the witness statement by 'the claimant' had implications on case management.

198. Knowing that I would not receive a witness statement from PJ, I opted to wait until the day after the deadline for the exchange of witness statements to send my 5 June 2008 reply to Jaffer's letter of 23 May 2008. In this letter I state *"If your Client is so sure that he can justify his claim against me:*

> *"1. Why have you failed to send me your Client's Witness Statement by the 4 June 2008 deadline set in the WLCC's Case Management directions Order of 9 April 2008?*
>
> *2. Why has your Client repeatedly ignored – over the past 16 months - my numerous requests for evidence in support of the claim? I remind you that I first asked in my 25 February 2007 reply to Mr Jeremy Hershkorn's letter of 16 February 2007 in which he threatened me with bankruptcy proceedings and forfeiture unless I immediately paid the sum of £8,937.28 – in the name of a company I had never heard of at the time (as subsequently proven). Your client's reply was to ask your firm to file the 27 February 2007 claim against me.*
>
> *3. Why have you failed to reply to my 19 May 2008 Part 18 Request for information?*
>
> *4. Why did your Client falsely claim in his 22 August 2007 Skeleton Argument that you had not received mine of 3 May 2007?"*

199. I also wrote to WLCC on the same day, i.e. 5 June 2008, reporting the fact that, in breach of the 9 April 2008 case management directions, 'Rootstock' had not submitted a witness statement and that it clearly had implications on the management of the case. The so-called 'case management directions' state *"(4) No party may rely on or adduce the evidence of any witness whose statement has not been served in accordance with this Order"*

200. **On 6 June 2008, PJ issued a Notice of Discontinuance of *"ALL of the claim"* against me**.

201. That's right:

(1) the 27 February 2007 claim - endorsed by a Statement of Truth – claiming that 'I' owed £10,356.59;

(2) which was preceded by a 16 February 2007 letter from Jeremy Hershkorn, (then) PJ, in which he threatened me with *"bankruptcy proceedings"*, *"forfeiture"* (taking the flat away from me), and *"costs"* in the name of a company I had never heard of;

(3) led Hershkorn to file an application for judgment against me - as evidenced by the 19 April 2007 Order from WLCC refusing the application.

202. And, with the aim of scaring my website Host into closing down my website (http://www.leasehold-outrage.com) over several weeks, in January-February 2007, Hershkorn had been harassing and threatening my website Host with *"proceedings for defamation and for substantial damages and costs"* because "[my website] *contains suggestions that our client* [Mr Ladsky] *is guilty of criminal activities and fraud all of which are totally unsubstantiated, outrageous and false... and therefore defamatory. Our client's reputation has been severely damaged..."* (I can't stop laughing at that).

203. Considering that, since the 27 February 2007 claim was filed against me ALL my documents to WLCC and PJ are based ENTIRELY on the contents of my website: If the claims on my website are *"false"*, *"outrageous"*, *"unsubstantiated"* and *"defamatory"* of 'the good character' of Ladsky, it begs the question as to why he dropped *"ALL"* of his (second) fraudulent claim against me.

204. The outcome clearly proves that the **WLCC claims** of 29 November 2002 and 27 February 2007 **were used as TOOLS FOR FRAUD.** To which can be added the threat of bankruptcy proceedings and forfeiture as also being used as tools for fraud.

205. Of particular note given subsequent events: on the 6 June 2008 Notice of Discontinuance, PJ did NOT give a reason for dropping *"ALL of the claim"* against me.

206. On 26 June 2008 I sent PJ my Statement of Costs for £7,756, and a Notice of Commencement of Assessment of costs on 22 July 2008.

207. CPR Rule 38(6) states *"...a claimant who discontinues is liable for the costs which a defendant against whom he discontinues incurred on or before the date on which notice of discontinuance was served on him"*

208. As per Rule 38.1, on 26 June 2008 I sent Ahmet Jaffer, PJ, my Statement of Costs for £7,756 – giving 4th July as the deadline for reply.

209. Lack of response three weeks later, led me to send, on 22 July 2008, a 'Notice of Commencement of Assessment of Bill of Costs' - and a draft 'Statement of Case' in support of my position – *"should the matter proceed to an assessment hearing"*. Under CPR, Jaffer had to reply by 11 August 2008.

210. In his 1 August 2008 reply Jaffer wrote that my bill of costs has been sent to *"Costs Draftsmen to settle points of dispute..."*

211. PJ's 11 August 2008 Points of Dispute contain an outrageous, preposterous, laughable excuse for dropping the claim – used as a cover-up for the fact that PJ's client was unable to support it – and therefore defend it.

212. In 'typical style', PJ's 11 August 2008 Points of Dispute (posted on 13 August) challenges every single item of my Bill of Costs.

213. Under *"Costs claimed generally"*, PoD 1.4 – *"Incorrect identity"* it states *"During June of 2008 advice was obtained from counsel wherein it was found that the demand for ground rent and*

service charges served by the managing agent had given the incorrect identity and address for the landlord and was therefore invalid pursuant to s.47 of the Landlord and Tenant Act 1987. It was as a direct result of this that Notice of Discontinuance was filed"

214. s.47 of the L&T Act 1987 states: *"(1) Where any written demand is given to a tenant…the demand must contain…– (a) the name and address of the landlord…"(2) Where..* [the] *demand… (b) does not contain any information required to be contained in it by virtue of subsection (1), then…(3)) any part of the amount demanded which consists of a service charge… shall be treated for all purposes as not being due from the tenant to the landlord by notice given to the tenant"*.

215. **That's why the 6 June 2008 Notice of discontinuance does not give a reason for dropping the claim.** It left Ladsky and his mob free to promote this outrageous, preposterous excuse, in the knowledge (based on past experience) that they would be highly unlikely to be challenged.

216. Aside from the legislative requirement imposed on PJ by the **Money Laundering Regulations / Proceeds of Crime Act 2002: *"Obligation on the part of solicitors to 'Know their clients"*:**

(1) PJ also acts for *"Steel Services"* e.g. its 10 February 2006 bogus *"Notice of first refusal"* - and has done so for a long time e.g. the (vexatious) 26 February 2002 Central London County Court claim filed against an elderly Leaseholder at Jefferson House.

Hence, **PJ has direct access to the source of information: Andrew Ladsky** e.g. **(1)** Jeremy Hershkorn, (then) PJ, fax of 3 October 2006 to my then website host in which he identified Ladsky as *"his client"*; **(2)** Cawdery Kaye Fireman & Taylor, solicitors, which also acts for 'Steel Services' – as indicated on the 27 February 2007 Particulars claim, and was the lead on the 29 November 2002 WLCC claim, has, likewise identified Ladsky as its *"client"* e.g. Lanny Silverstone (threatening) letter to me of 28 November 2002, and Ayesha Salim's (equally threatening) letter of 11 October 2002 to an elderly Leaseholder at Jefferson House.

(2) In numerous documents over a 14-month period I questioned the identity of my 'landlord' and concurrently the fact that the 27 February 2007 claim, ref. 7WL00675, states 3 NAMES: 'Rootstock Overseas Corp', 'Steel Services Ltd', and 'Sloan Development' (the latter, in the document file path name).

217. In fact, as detailed in the early part of this section, **I questioned the identity of my 'landlord' a total of 11 TIMES over a period of 14 months – starting with my 25 February 2007 reply to Hershkorn's malicious, threatening letter of 16 February 2007.**

218. Having received 11 DOCUMENTS from me over a period of 14 months, some endorsed by a Statement of Truth – PJ and its client wait 16 months - until *"June 2008"* to *"obtain advice from counsel"*? (These people give a bad name to vermin).

219. On 26 August 2008, I sent my Application to WLCC for a Detailed Assessment hearing, as well as my reply to PJ's Points of Dispute.

220. Aside from preventing the possibility of a settlement – the fact that PJ challenged everything in my 28 June 2008 Statement of Costs forced me to produce a 17-page reply to its 11 August 2008 Points of Dispute.

221. On 26 August 2008, I sent my Application to WLCC for a Detailed Assessment hearing, supported by a bundle of 56 evidential documents. I copied Ahmet Jaffer, PJ, on everything..

222. The 12 September 2008 WLCC Notice set the date for the Detailed Assessment hearing at 4 November 2008… but the tricks – by ALL – continued, leading to the hearing being cancelled - just 4 hours before the scheduled time.

223. On Thursday 30 October 2008, I visited WLCC to get confirmation that the hearing was still scheduled to take place as planned. The reply was affirmative. Also, I again obtained confirmation from the court staff that PJ had been informed of the hearing.

224. Having received confirmation, I sent a fax to Ahmet Jaffer on 31 October 2008, confirming the hearing.

225. On Monday 3 November 2008, I went back to WLCC, at 14h30, to yet again obtain confirmation that the hearing was still scheduled for the following day. The reply was affirmative. I gave the court staff a copy of the 12 September 2008 Notice on which I had written my mobile number stating that I was doing this *"in case there is a change of plan"*. (My sixth sense had told me a long time ago that the hearing would not take place).

226. With no phone call from WLCC, on Tuesday 4 November 2008, I went to WLCC at the stated time for the hearing, 14h00. On seeing District Judge Nicholson, he told me that WLCC had received a fax the previous day, at 11h07, from PJ, claiming that my fax of 31 October 2008 to Jaffer was the first he had heard of the hearing, and consequently asked for the hearing to be postponed.

227. District Judge Nicholson said that, in any case, he had issued an Order in the morning, *"at 10h00"*, that *"the case be transferred to the Supreme Court Costs Office"* – 4 November 2008 Order (posted on 11 November 2008). When I asked why the hearing had been **cancelled just 4 hours before the stated time for the hearing**, and **more than 2 months AFTER** I filed my Application, District Judge Nicholson's reply was ***"The judge made an error"***.

228. I pointed out to District Judge Nicholson that I had come to WLCC the previous day, at 14h30 – hence, 3.5 hours AFTER it had received the fax from PJ - and that the hearing had been confirmed to me. Reply: *"It takes a while to be put on file"*.

229. District Judge Nicholson also told me that, in the morning, the staff had tried to phone me. I replied that this was not so. I gave him a copy of the Notice I had left with the court staff the previous day, on which I had written my mobile number (in large writing) and said that no calls had been made. He took the copy and said that he would raise it. (Not likely!)

230. As the case was being transferred to the Supreme Court Costs Office, I took the opportunity to review my 26 August 2008 reply to the Points of Dispute.

231. I spotted that in my Bill of Costs I had made two errors (I intended to flag up during the hearing). I therefore rectified them and, on 11 November 2008, sent the amended version to PJ.

232. As in its 11 August 2008 Points of Dispute, PJ had written that my Bill of Costs *"fails to comply with the requirements of CPR PD - Part 43"*, I opted to also take this opportunity to review my reply – as per my rights under PD 47 – para 40.10. I informed PJ of this in my 11 November letter, including saying that I would resubmit my bundle at the appropriate time.

9.2 Information request from West London County Court – for 2007-08

1. **FOR EACH of the following, please supply copy of relevant procedure, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that**:

    1. Led the WLCC judges and court manager to conclude that they could proceed with the 27 February 2007 claim, ref. 7WL00675, filed against me by Portner and Jaskel (PJ) – in spite of the fact that: **(1)** it had **two company names** on the claim: *"Roostock* (sic) *Overseas Corp"* and *"Steel Services Ltd"*; **(2) both** claiming to 'my landlord'; **(3) each** represented by

a different firm of solicitors: Portner and Jaskel, and Cawdery Kaye Fireman & Taylor; **(4) each** claiming a different amount of money from me: £10,356.59 and £8,933.28.

2. Led the WLCC judges and court manager to conclude that they could overlook the issue as the identity of *"the claimant"* and hence 'my landlord' – and consequently the issue as to the legality of the claim against me - in spite of my highlighting the issue a total of 11 TIMES, over a period of 14 months – starting with my 22 March 2007 Acknowledgment of Service.

3. Led the WLCC judges and court manager to conclude that they could overlook a breach of CPR PD 16 para 2.2 by allowing both 'claimants' to file the claim *without* providing their business address.

4. Led the WLCC judges and court manager to conclude that they could overlook PJ-its client's breach of CPR PD 16 para 7.3 by accepting the claim *without* having my lease, i.e. 'contractual obligation' supplied with the claim.

5. Led the WLCC court manager to conclude that she could ignore my 4 requests for an amended version of the court's 3 April 2007 'Notice that acknowledgment of service has been filed', which falsely states *"The Defendant responded to the claim indicating an intention to defend part of the claim"* v. what I very clearly selected on my 22 March 2007 Acknowledgment of Service *"I intend to contest jurisdiction"* – eventually sending me the 11 January 2008 amended version more than 6 months *after* my original request of 30 June 2007 – because I filed a complaint with HMCS 'Customer Service'. And, in the process, conclude that she could breach my rights under the Data Protection Act 1998, Fourth Principle *"Personal data shall be accurate and, where necessary, kept up to date"*.

6. Led the WLCC court manager / judges to conclude that they could put me under extreme pressure to write my Skeleton Argument - by waiting until 27 April 2007 to send me the 19 April 2007 Order.

7. Led the WLCC court manager / other staff to conclude that I should be kept in the dark as to the reason for the cancellation of the 8 May 2007 hearing - as they: **(1)** failed to give me the explanation when I phoned the court on 4 May 2007 - other than say *"because of communication from the claimant"*; **(2)** failed to fax me a copy of the *"communication from the claimant"*, as promised to me on the phone.

8. Led the WLCC judges and court manager to conclude that the rescheduling of the 8 May 2007 hearing should be postponed for 3.5 months – resulting in the hearing taking place on Friday 24 August 2007, the last day before a bank holiday - which meant that no judge was available as it resulted in a solicitor - and hence one of Portner and Jaskel's peers - presiding over the hearing: 'Deputy' District Judge McGovern.

9. Led the WLCC court manager and judges to conclude that they could ignore, over a period of 7 weeks, my 4 requests for assistance (starting with my 30 June 2007 letter to PJ on which I copied WLCC) in getting PJ to submit its skeleton argument, as per the 19 April 2007 Order – in spite of my emphasising that PJ had received mine since 4 May 2007, and stating, among other, that *"it puts me in a highly unfair and very disadvantageous position in relation to the hearing…"*. Lack of assistance meant that I only received the (deceitful) so-called 'skeleton argument' from PJ *less than 48 hours* before the 24 August 2007 hearing.

10. Led Deputy District Judge McGovern to conclude that he could ignore – in spite of the highly compelling 'black on white' evidence I had by then supplied to WLCC which very clearly demonstrates issues best addressed by the LVT - **(1)** my statutory rights under Schedule 12 s.3 of the Commonhold and Leasehold Reform Act 2002; **(2)** government policy (among

other, communicated to me by the Office of the Prime Minister, Gordon Brown, in a 5 March 2008 email, which states: *"making the resolution of disputes quicker, easier and cheaper by moving jurisdiction for the majority of disputes from the courts to the leasehold valuation tribunal"*) – by refusing my legitimate Application for transfer of the case to the Leasehold Valuation Tribunal.

11. Led Deputy District Judge McGovern to conclude that he could turn a blind eye – and a deaf ear - to ALL of PJ's and its client, Andrew Ladsky, highly despicable, deceitful, obstructive, fraudulent conduct that breached countless CPR rules, PDs and statutes - I had repeatedly highlighted to WLCC over the previous 6 months, starting with my 22 March 2007 Acknowledgment of Service, including in relation to its 22 August 2007 so-called 'skeleton argument' in which it lied – which I proved - as well as sent me less than 48 hours before the 24 August 2007 hearing, in breach of the 19 April 2007 Order – thereby further adding to my being placed in a highly unfair and extremely disadvantageous position.

12. Led Deputy District Judge McGovern to conclude that he could order – in spite of having absolute knowledge that there are two company names on the claim, both claiming to be 'my landlord', each represented by a different firm of solicitors, and each claiming a different amount of money from me – that I pay *"£293.70 costs to Rootstock Overseas Corp"*.

13. Led Deputy District Judge McGovern to conclude that he could order me to pay *"£293.70 to Rootstock Overseas Corp"* - in spite of the fact that it breached CPR PD 44 – paras 13.5(2) and 13.6 as, (unlike me), PJ had not served me and the court with a statement of costs ahead of the 24 August 2007 hearing.

14. Led the WLCC court manager / other staff to conclude that they should wait until 14 September 2007 – the day I was due to serve my Defence – *"to forward to a judge"* my 28 August 2007 request for the tape of the 24 August 2007 hearing to be sent to my nominated company for transcription – hence, obviously leaving me without a transcript to which I wanted to refer for the purpose of writing my Defence.

15. Led "*Mr Joseph, Courts Section"* and WLCC judges and court manager to conclude that, in breach of CPR Rule 3.1(3) he could send me his bullying 27 September 2007 letter, masquerading as an order, demanding that I pay *"£1,700"* for "[my] *counterclaim the court received against the claimant"* and threatening that *"If by 05 October 2007 you have not paid the fee… your counterclaim will automatically be struck-out without further order of the court. This means that you would not be able to proceed with your counterclaim"* – thereby deceitfully implying that the letter was 'an order' (*"without further order of the court"*).

16. Led "*Mr Joseph, Courts Section"* and WLCC judges and court manager to conclude that he could send me his bullying, threatening, deceitful letter of 27 September 2007 in which he unjustifiably demanded that I immediately pay the sum of £1,700, failing which my 'counterclaim' – and hence, my Defence to the claim – would be immediately struck-out – given that the WLCC judges and court manager had absolute knowledge from the documents I had supplied to the court that it was an impossibility for me to file a counterclaim.

17. Led the WLCC court manager and judges to conclude that they could ignore my 2 October 2007 letter – and therefore my 2 chaser letters of 14 and 28 October 2007 - in which I challenged WLCC's assertion that I had to pay *"£1,700 because you filed a counterclaim"* (Following my 2 October 2007 letter, the 'silent mode' from WLCC (and PJ) lasted more than 3 months).

18. Led District Judge Nicholson and the WLCC court staff to conclude that they could wait more

than 3 months to send me, on 7 January 2008, a 19 December 2007 Order by District Judge Nicholson that "[my] *counterclaim"* was *"struck-out"* because I *"failed to comply with the Court's request by letter of 27 September 2007 to pay the counterclaim fee"* (NB: Thereby supporting my conclusion that the 27 September 2007 communication is **not** an order… and also proving that this letter, 'from Mr Joseph', was part of a game plan, (with the wording on the 24 August 2007 Order *"to serve Defence & Counterclaim"*), to strike-out my Defence – hence the more than 3 months 'silent mode' by WLCC and Portner that followed my 2 October 2007 letter to WLCC: I had foiled their plan).

19. Led District Judge Ryan to conclude that he could **totally** ignore my 3 additional sheets to the 14 March 2008 Allocation Questionnaire (on which, as per CPR PD 26, para 2.2(2) I had copied Ahmet Jaffer, PJ), concluding the three sheets with *"Directions need to be issued to ensure the claimant provides me with the necessary information to defend myself against the claim"* – by stating in his 9 April 2008 so-called 'case management directions' that he had written them *"without considering representations from the parties"*.

20. Led District Judge Ryan to conclude that he could **totally** ignore the fact, in his 9 April so-called 'case management directions', that, in my three additional sheets to the 14 March 2008 Allocation Questionnaire (among many other documents by then), I very clearly identified the critical issues and demonstrated that I had **not** been supplied with key, legally required information in support of the claim - by issuing 'case management directions' that made **no allowance** for addressing the issues – and thereby breached WLCC's obligations under CPR – and by implication, his duty as a District Judge…

    …Among others: breach of **Rules 26.5 and 26.8**; breach of **PD 26**, starting with the introduction to this PD *"Reminders of importance rule provisions"* which states **Rules *"1.1*** *The Overriding Objective"*; ***"1.4*** *The duty of the court to further the objective by actively managing cases"*; **Part 3** *"The court's case management powers (which may be exercised on application or on its own initiative) and the sanctions which it may impose…"*; **Parts 32-35** *"Evidence, especially the court's power to control evidence…"…*

    …– as well as: **para *"2.2*** *Provision of extra information"*, **sub-paras (1), (2)(b) and (3)(d)(e)(f); para *"4.1*** *The court's general approach"* – which emphasises the duty of the court *"to deal with cases justly in accordance with the overriding objective"*, and its *"powers"* to do this; **para *"4.2*** *Allocation of track"*, **sub-para (2)** which refers to **Rule 26.5(3)** *"requiring one or more parties to provide further information within 14 days"*; **para 5** *"Summary judgment or other early termination"*, **sub-para *"5.1*** *Parts of the court's duty of active case management is the summary disposal issues which do not need full investigation and trial (**rule 1.4(2)(c)**"*; **para *"5.2*** *The court's powers to make orders to dispose of issues in that way include **(a)** under **rule 3.4**, striking out a statement of case…and **(b)** under **Part 24**, giving summary judgment where a claimant or a defendant has no reasonable prospect of success. The court may use these powers on an application or on its own initiative"*

21. Led District Judge Ryan to conclude, in his 9 April 2008 so-called 'case management directions', that he could **totally** ignore, among many others, PJ's blatantly obvious breach of CPR **Rule *"1.3*** *The requirement that the parties help the court to further the overriding objective"* (flagged-up as a *"Reminder"* under PD 26) – and therefore its absolute, utter contempt of Her Majesty's Court Service – as an officer of the court.

22. Led District Judge Ryan / the WLCC staff to conclude that they could wait until 21 April 2008 to send me the 9 April 2008 so-called 'case management directions – thereby making me lose two weeks of the timeline.

23. Led the WLCC staff / judges to conclude that - in breach of CPR Rule 26.9(1)(a) - I should *not* be supplied with PJ's allocation questionnaire. ('If' my not being supplied with it was due to PJ not sending it to WLCC, then a breach of CPR took place).

24. Led District Judge Nicholson to conclude that he could reject, in his 9 May 2008 Order, the 30 April 2008 Application I made *"in the interests of justice and efficiency"* under CPR Rule 28.4 and PD 28 para 3.3 for variation of the 9 April 2008 so-called 'case management directions' by District Judge Ryan - quoting PD 28 para 3.9, Rule 18.1 and PD 18 para 5.1, which I supported with explanations in stating that *"the case management timetable makes no provision to ensure I am supplied with the information required"* – thereby leaving me, as I had predicted in my 14 May 2008 reply to District Judge Nicholson, in the extremely prejudiced position of having to write my 3 June 2008 Witness Statement **without** key information to which I am legally entitled.

25. Led the WLCC court staff to conclude that they could lie by falsely claiming that they tried to phone me on 4 November 2008 to inform me that the hearing scheduled for that day had been cancelled (because of yet, another trick by Ahmet Jaffer, PJ, who claimed that my 31 October 2008 fax to him was *"the first he had heard of the hearing"*).

26. Led the WLCC judges to conclude that they could ignore blatantly obvious breaches of covenants of my lease – which is a legal contract.

27. Led the WLCC judges and court manager to conclude that they could turn a blind eye to PJ – an officer of the court - and its client, Andrew Ladsky, blatantly obvious breaches of CPR that *"included* (many) *steps calculated to prevent and inhibit the court from furthering the overriding objective"* (**PD 44 – para 18.2**): **Rule 1.3** *"Parties are required to help the court further the Overriding Objective"*; **Rule 3.4(2)(b)** *"To sign a false statement of case is an abuse of court process or is otherwise likely to obstruct the just disposal of the proceedings"*; **Rule 22.1(4)** that *"a statement of truth is a statement that **(a)** the party putting forward the document:.. believes the facts stated in the document are true"*; **PD 22 para 22.3.8(2)** *"in signing the statement of truth the legal representative would be confirming the client's belief that the facts stated in the document were true"…*

    … – and not take **any action whatsoever** against PJ and its client, Andrew Ladsky, as they had the powers to do under CPR e.g. **Rule 44.14**, in relation to misconduct; **Part 3C** which allows the court to issue an extended civil restraint order - as this was the second fraudulent claim filed against me in WLCC, on the instructions of Andrew Ladsky.

28. Led the WLCC judges and court manager to conclude that they could ignore PJ's blatantly obvious breaches of its legal obligations under:

    (1) the Courts and Legal Services Act 1990, ss 27-28 as amended by the Access to Justice Act 1999, s.42: *"As officers of the court, lawyers have a duty not to deceive or knowingly or recklessly mislead the court"* – in spite of my repeatedly highlighting, with a massive amount of 'black on white' evidence in support, that the claim against me was fraudulent – a fact proven by PJ issuing the 6 June 2008 Notice of discontinuance of *"ALL the claim"* against me (although it covered this up by using the preposterous, laughable excuse of claiming – after pursuing the claim against me for 16 months – that it did *not* know who its client was).

    (2) the Courts and Legal Services Act 1990 – Ch. 41 s.17: *"Solicitors' duty to ensure the proper and efficient administration of justice, as the courts expect litigation to be started as a last resort after attempts have made to settle the dispute by negotiations or other means...The parties to have exchanged information (a 'cards on the table' approach): for claimants to provide detailed letters of claim to the defendants to allow the defendants to*

respond also in detail"…

… - as a result of **(1)** Jeremy Hershkorn immediately filing the 27 February 2007 claim against me – on the day he received my 25 February 2007 letter asking for explanations and supporting evidence following his malicious 16 February 2007 letter in which he threatened me with *"bankruptcy proceedings, forfeiture and costs"* unless I immediately paid the sum of *"£8,837 to Rootstock Overseas Corp"* - a company I had never heard of at the time – and referring to a *"supporting document"* he had not enclosed with the letter. (I referred to these events in, among others, ALL my key documents to WLCC); **(2)** Ahmet Jaffer repeatedly ignoring my subsequent and numerous requests for information in support of the claim - to which I am legally entitled.

29. Led the WLCC judges to conclude that they could also ignore PJ and its client, Andrew Ladsky, blatantly obvious breaches of numerous Acts, including of my statutory rights – ALL of which I identified in the documents I served on WLCC:

(1) Fraud Act 2006 – *"2. Fraud by false representation - **(1)(a)** dishonestly makes a false representation, and **(b)** intends by making the representation **(i)** to make a gain for himself or another **(2)** A representation is false if - **(a)** it is untrue or misleading, and **(b)** the person making it knows that it is, or might be, untrue or misleading. **(3)** "Representation" means any representation as to fact or law..." **3.** Fraud by failing to disclose information **(a)** dishonestly fails to disclose to another person information which he is under a legal duty to disclose, and **(b)** intends, by failing to disclose the information- **(i)** to make a gain for himself or another, or **(ii)** to cause loss to another or to expose another to a risk of loss… No gain or loss needs actually to have been made."*

Examples of evidence in support of fraud – quoted on numerous occasions in my documents to WLCC: **(1)** in spite of the addition to Jefferson House of a penthouse flat that is c. 7 times the size of my flat, as well as 3 others flats: my 1.956% share of the service charges remained unchanged; **(2)** the sums claimed included some for 2005 and 2006 but, in breach of my lease and of my statutory rights, I was not supplied with the 2005 and 2006 year-end accounts for Jefferson House; **(3)** in its 29 August 2006 letter to me, the ICAEW assessed the accounts for Jefferson House as *"deficient"* and *"not conform with the lease"*; **(4)** the claim ignored the Consent Order I had with SS for £6,350 (following its 21 October 2003 'offer') - which was endorsed by Wandsworth County Court on 1 July 2004; **(5)** the claim ignored the other Consent Order, dated 3 October 2003, I had with SS - which excludes me from paying *"All or any of the costs incurred, or to be incurred by SS in relation to the LVT proceedings"*; **(6)** MRJ's invoice of 1 March 2007 i.e. 48 hours after the claim was filed against me, is £249 *less than* the amount demanded in the claim.

(2) Money Laundering Regulations / Proceeds of Crime Act 2002 – ***"S.330** – Failure to disclose – "**(2)** A representation is false if - **(a)** it is untrue or misleading, and **(b)** the person making it knows that it is, or might be, untrue or misleading. **(3)** "Representation" means any representation as to fact or law..."*

"Knowing receipt" - "Dishonest assistance to a trustee by assisting, with knowledge, in a fraudulent and dishonest design on the part of the trustees" (NB: A landlord is a trustee of the service charge fund).

Also *"Obligation on the part of solicitors to 'know their clients'"* – as, in its 11 August 2008 Points of Dispute, PJ claimed that - after pursuing the claim against me for 16 months – that it did **not** know who its client was.

(3) Malicious Communications Act 1998 *"**(1)** Any person who sends to another person **(a)** a*

*letter, electronic communication...which conveys **(ii)** a threat or **(iii)** information which is false and known or believed to be false by the sender...is guilty of an offence if his purpose, or one of his purposes, in sending it is that it should, so far as falling within paragraph (a)...cause distress or anxiety to the recipient or to any other person to whom he intends that it or its contents or nature should be communicated"…*

… – by, among others, Andrew Ladsky instructing: **(1)** Jeremy Hershkorn to send me the 16 February 2007 malicious letter in which he threatened me with *"bankruptcy proceedings, forfeiture and costs"* if I failed to immediately pay the sum of *"£8,937.28 to Rootstock Overseas Corp"*, a company I had never heard of at the time; **(2)** Jeremy Hershkorn to file the fraudulent, malicious, vexatious claim against me; **(3)** Ahmet Jaffer and his barrister, Greg Williams, to falsely claim in their 22 August 2007 so-called 'skeleton argument' that they could not respond because they had not received mine (they had, since 4 May 2007).

(4) Theft Act 1968:

> s.17 - False accounting - *"offence to conceal or falsify any account required for accounting purposes… (2)... a person who makes or concurs in making in an account or other document an entry which is or may be misleading, false or deceptive in a material particular, or who omits or concurs in omitting a material particular from an account or other document, is to be treated as falsifying the account or document"* '– by supplying a fraudulent invoice from Martin Russell Jones as the basis of the Particulars of claim – in the process ignoring numerous facts and events (as exemplified above under the Fraud Act 2006).
>
> s.21 - Blackmail: *"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..."* – by, among others, Andrew Ladsky instructing Jeremy Hershkorn to **(1)** send me the malicious letter of 16 February 2007; **(2)** upon receipt of my 25 February 2007 reply, to immediately file the fraudulent 27 February 2007 claim against me.

(5) Protection from Harassment Act 1997, Chp. 40 1(1) *"A person must not pursue a course of conduct which amounts to harassment of another and which he or she knows or ought to know amounts to harassment of the other"* – Ditto re reasons, to which other examples can be added in the context of this, and previous fraudulent claim filed against me in WLCC.

(6) s.5 of the Landlord & Tenant Act 1987 - as I was **not** informed of the changes of ownership (as I repeatedly emphasised in my document to WLLC): **(1)** in late 2005-06, Steel Services becoming a 'lessee' of Lavagna Enterprises; **(2)** in May 2006, *"transfer of the Title of the premises from Steel Services Ltd to Rootstock Overseas Corp"*; **(3)** in January 2007, the *"transfer of the Airspace to Jefferson House from Steel Services Ltd to Rootstock Overseas Corp"*. (As I captured in my documents served on WLCC, under s.10A of the Act, these failures amount to committing criminal offences).

(NB: If it is suggested in relation to the 24 May 2006 transaction that Portner's 10 February 2006 so-called *"S.5 L&T 1987 Notice of first refusal"* amounts to compliance with the L&T 1987 Act - it does **not** - as it **falsely** claimed that Steel Services was **still** the lessor for the **whole** of Jefferson House at the time).

(7) s.151 of the Commonhold and Leasehold Reform Act 2002, 'Notification of works' – as SS-MRJ failed to carry out consultation procedures in relation to the August 2004 appointment of Mansell Construction Services – resulting in my having a £6,100 credit – which was not recognised in the claim. (As I also kept on explaining in the documents I

served on WLCC).

30. Led District Judge Ryan, District Judge Nicholson, Deputy District Judge McGovern and the WLCC court manager to conclude that they could overlook their duty – imposed by CPR Part 1 – Overriding Objective - **Rule 1.2(a)** *"Ensuring that the parties are on an equal footing"; **(d)** ensuring that cases are dealt with fairly";* **Rule 1.4(1)** *"The court must further the overriding objective by actively managing cases; **(a)** encouraging the parties to co-operate with each other in the conduct of the proceedings; **(b)** identify the issues at an early stage; **(c)** deciding promptly which issues need full investigation and trial and accordingly disposing summarily of the others"* - including ignore the court's powers under **Part 3; Parts 32-35** – as highlighted under **PD 26**, which also contains relevant paragraphs, as well as **Rule 44.14…**

    … – by **TOTALLY** ignoring the content of **ALL** of my communications to the court over a period of 16 months, in which I repeatedly highlighted – with a massive amount of 'black on white' evidence in support – the fraudulent, malicious, vexatious conduct of PJ and its client – **and resulted in my being placed on a most definitely very *"unequal footing"*.**

31. Led the WLCC judges to conclude that they could overlook the extremely traumatic experience from the very vicious, cruel and perverse treatment I had – and continued to be subjected to - as well as the massive amount of costs I had been forced to incur – as a result of having the fraudulent, malicious, vexatious claim filed against me.

32. Led District Judge Ryan, District Judge Nicholson, Deputy District Judge McGovern, the WLCC court manager and other staff – to conclude that they were exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 *"to be treated fairly and with dignity by the court and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

    … in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 6 *"Right to a fair hearing – including the right to an independent and impartial court, and the presumption of innocence"*; Article 13 *"Right to an effective remedy"*; Article 14 *"Right to not be discriminated against"* – for the reasons detailed above.

2. Please provide detail of individuals / organisations to which WLCC has supplied data about me in the context of the 2007-08 events - as well as copy of:

    (1) The information supplied to the individuals / organisations

    (2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. (Repeat of request # 3, under 'Information request – West London County Court – 2002-04': Please supply copy of any other information held about me by WLCC)

10 HMCS 'CUSTOMER SERVICE' – 2007-08

10.1 Events with HMCS 'Customer Service' – in 2007-08

1. WLCC's unwarranted 27 September 2007 demand of £1,700 combined with its follow-on silence (and that of PJ) in spite of two chaser letters to WLCC - led me to file a 13 November 2007

complaint, addressed to Kevin Pogson, HMCS Regional Director, Southwark Bridge. The main points are:

1) Wrongly capturing in its 3 April 2007 'Notice that acknowledgment of service has been filed' (supplied) that I had stated an *"intention to defend part of the claim"* when, in fact, in my 22 March 2007 Acknowledgment of Service I very clearly stated *"intend to contest the court's jurisdiction"*. In addition, failing to send me a corrected version in spite of 4 requests – starting with my 30 June 2007 letter.

2) In its 27 September 2007 letter, giving me a three-day notice to pay £1,700 *"to file a counterclaim"* – I did not, and could not have filed - and threatening to have 'my' counterclaim *"struck-out"* if I failed to do this.

3) Had I filed a counterclaim, I would have had no means of knowing how much I should be paying (in support of this point, I referred to the online HMCS guide, EX50) – and therefore viewed WLCC's attitude as amounting to *"bullying and intimidation"*

4) I asked why it cost somebody £250 to file a (fraudulent) claim against me (27 February 2007 claim), whereas I am expected to pay 7 times as much i.e. £1,700 to defend myself against it.

5) I asked whether the 27 September 2007 letter from WLCC is *"as per court regulations"*.

6) Failing to reply to my 2 October 2007 letter, in spite of two chaser letters (28 October 2007 letter) - and, in effect, going into 'silent mode' since its 27 September 2007 letter. I state that *"This claim has now been 'hanging over my head for nine months. I want to exert my right to defend myself against it and to have my case dealt with justly and fairly by WLCC i.e. as per the Overriding Objective"*.

7) Rescheduling the 8 May 2007 hearing 3.5 months later (the 24 August 2007 hearing) – claiming that *"there is only one judge in WLCC"* (NB: Clearly a lie – as evidenced by my experience).

8) Sitting on the 19 April 2007 Order until 26 April 2007 - leaving me with only two working days to write and file my Skeleton Argument.

9) A delay of more than one month in sending the tape for transcription to my nominated company, following my 28 August 2007 application, and a further delay 'apparently' caused by the court's reviewing process – leading to the transcript being finally available to me ten weeks after the 24 August 2007 hearing.

2. Having first told me in his 15 November 2007 letter that he would *"provide* [me] *with a full response within the next two weeks"*, in his 29 November 2007 letter, Suki Bhangra, Customer Service Officer, London Civil & Family Director's Office, Southwark Bridge, stated *"we are not in a position to respond to you in full regarding your complaint, as this matter is being investigated by the court. We aim to respond to you in full regarding this matter within the next two weeks"*.

3. Seeing this as a continuation of a game being played by WLCC, I replied to Suki Bhangra on 5 December 2007, heading my letter: *"I demand that my case is immediately transferred to a court and a judge committed to operating under CPR's 'Overriding Objective' So that I can exercise my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998: Article 6 – "Right to fair hearing", and Article 13 - "Right to effective remedy"*

4. I started my letter with *"I find it most interesting that WLCC requires (so far) one month to answer what I view as straightforward questions in my 13 November 2007 complaint"*, and followed this with 6 main items which included *"At the date of writing, I still have not received: (1) A reply from WLCC to my 2 October 2007 letter. Why not? (2) An amended version of WLCC's 3 April 2007 Order* [Notice]. *Why not?"* (In this context I (yet again) quoted from the section in the Civil Procedure Rules re. the court's duty to manage cases). I reiterated my request for confirmation *"from your*

Office that the 27 September 2007 correspondence from WLCC in which it demanded payment from me of the sum of £1,700 "to file a counterclaim"…complies with court regulations"

5. Having highlighted the fact that I **still** had not received a reply from WLCC to my 2 October 2007 letter, I noted the equal 'silent mode' from PJ since its 26 September 2007 correspondence, adding *"Understandably, this leads me to the perception that some 'close communication' is taking place between WLCC and the claimant. Not surprisingly, the above leads me to perceive what has and continues to take place with WLCC as seriously lacking in transparency. It leads me to wonder whether the motive behind events is to prevent my case from proceeding to a 'proper' hearing"*. I then asked why WLCC was not managing my case - as per CPR's 1.4, and emphasised the Court and Legal Services Act 1990.

6. I followed this by stating that my perceptions were influenced by events that had taken place since the claim was filed against me on 27 February 2007 (and listed them), as well as events with WLCC in 2002-04 in relation to the previous fraudulent claim against me (and likewise, listed events).

7. I concluded my letter by stating that, in light of all of these events *"I demand that my case is immediately transferred to a court and a judge committed to operating under CPR's 'Overriding Objective' – so that I can exercise my right under the European Convention on Human Rights comprised under the Human Rights Act 1998: Article 6 – "Right to a fair hearing", and Article 13 "Right to an effective remedy""*

8. In his 10 December 2007 reply, Suki Bhangra acknowledged my 5 December 2007 letter, apologised for the delay, and stated *"I will look into this and respond to you within the next two weeks"*. Hence, another 2-week delay was - yet again - being added.

9. It was obvious that games were being played. It led me to send a 'cry for help' to the Rt. Hon. Jack Straw, MP, Lord Chancellor and Justice Secretary, on 11 December 2007 stating, among others, that I was addressing myself to him as I had asked for my case to be transferred to another court and assumed that the HMCS 'Customer Service Officer' did not have the authority to carry it out. (The reply, dated 21 December 2007, from Alex Clark, Customer Service Unit, Petty France, stated *"We aim to prepare a response by 16 January 2008"*).

10. The follow-on letter, dated 20 December 2007, was from Suki Bhangra, 'Customer Service Officer' stating *"further to your letter dated 13 November 2007…I am now in a position to respond to the issues you have highlighted"*

11. I headed my 27 December 2007 reply *"Confirmation of collusion"*. Reasons - stated in my letter - I prefaced with: *"not only does your letter not address any of "the issues" I raise in my complaint, it also totally ignores my 5 December 2007 letter in which I "demand that my case is immediately transferred to a court and a judge committed to operating under CPR's 'Overriding Objective'"*

    1) Regarding the 27 September 2007 demand for payment of £1,700: what I wrote under point 2, page 1 of my 12 September 2007 Defence is "*The Defendant – a Litigant in Person - was served the 27 February 2007 Claim, 7WL 00675, on 9 March 2007 – demanding payment of the sum of £10,356.59, comprising £8,937.28 for charges, £1,069.31 of interest, £250 court fee, and £100 of solicitor's costs"…*

       …was changed to "*The Defendant - a litigant in person demanding payment of the sum of £10,356.59, comprising £8,937,28 for charges, £1069.31 of interest, £250 court fee and £100 of solicitors fees"*

Following this – UNBELIEVABLE – blatant falsification of what I wrote in my Defence, Suki Bhangra wrote "*Once the court totalled the sum of the counterclaim it was £20713.18"* - and gave this as justification for demanding payment of the sum of £1,700.

2) Leaving this aside, I asked why the Officer had not pursued with WLCC the fact that a £20,713.18 counterclaim required payment of £1,700 *"As it is twice the amount of the claim, how come that it costs seven times as much to file it?"* I also quoted from the HMCS EX50 leaflet that the cost for filing a counterclaim ranging in value from £15,000 to £50,000 is £360.

3) I noted that the Officer had not addressed the fact that WLCC had given me a three-day notice to pay £1,700 and had threatened me with having the counterclaim *"struck out"* (and hence: my Defence) – which I viewed as *"bullying and intimidation"*

4) I noted that the Officer had failed to reply to my question as to whether the 27 September 2007 letter was *"as per court regulations"*.

5) The explanation for the fact that WLCC had not responded to my 2 October 2007 letter in spite of my sending two chaser letters was that it *"had been referred to a District Judge. The contents of your letter are noted. However it is not the functions of the court to enter into detailed correspondence with the parties to litigation about the merits of points taken in pleadings or other aspects of the case"* (See below, the contradictory excuse in the 10 January 2008 reply from Paulette James OBE).

   My reply to this was *"This is not a reply. It is a pathetic attempt at avoiding providing a reply..."*

6) I noted that Suki Bhangra had failed to address my complaint that, in spite of my sending 4 requests, WLCC had not sent me a corrected version of its 3 April 2007 'Notice that acknowledgment of service has been filed'.

7) The reply to my asking why it took WLCC 3.5 months to reschedule the 8 May 2007 hearing was (not surprisingly) *"it was the first available date"* (NB: the initial reply given to me by the WLCC staff, on 4 May 2007, was *"because there is only one judge in WLCC"*). I responded to Suki Bhangra that 24 August 2007 *"was a Friday, just before the bank holiday. Hence, a time when many people tend to be away… including judges – right?*" ('Deputy' District Judge McGovern presided over the hearing) and added "*considering events since then, I view my take on it as being justified"*

8) The reason given for taking one month to send the tape of the 24 August 2007 hearing to my selected company (my 7 Oct 07 letter), following my 28 August 2007 application was that *"the tapes were with another transcriber who was preparing another transcript for another case that was heard on the same day as your matter. The tapes were then forwarded to another transcriber on 1 October 2007"* (NB: Actually, to my nominated company). As to the further delay in 'the reviewing process' the reply was *"The transcript was then forwarded to the court for approval by the Judge on 14 November 2007 and was then sent back on the same day to the transcribers to be amended"*

   I replied that, *"While I do not have sufficient knowledge to challenge the reply, not surprisingly, in light of the rest of your letter: I do not believe this explanation"*. In fact, what I forgot to write in my letter – which supported my position – is the contradiction between this explanation and the one given to me when I phoned WLCC on 1 October 2007 which was *"The application was sent to a judge on 14 September. A reply has not yet been received"* (as I captured in my 7 October 2007 letter to Beverley F Nunnery). (That's the risk in lying: you must remember the lies!)

9) I concluded my letter by reiterating my demand for the case to be transferred to another court, stating *"NO, I DO NOT WANT West London County Court to proceed with my case. A fraudulent claim has been filed against me, defaming my name and my reputation. I have the right to defend myself against it. You cannot deny me that right. As a result of what can only be described as collusion, this claim has been 'hanging over my head' for ten months. These have been ten months of horrendous torment, anguish and distress - that started with the threat of bankruptcy and of having the flat taken away from me if I did not pay the sum claimed immediately…"* I copied Jack Straw, as well as Linda Lennon, Area Director, Southwark Bridge, and the individual at HMCS 'Customer Service' Unit, Petty France, who, on 21 December 2007, acknowledged my 11 December 2007 letter to Mr Straw.

12. The follow-up was a 2 January 2008 letter from Lynsey Noon, Customer Service Officer, London Civil & Family Director's Office, Southwark Bridge, stating *"…I am sorry to hear that you do not feel that we have supplied you with an adequate response to your concerns in this matter. I have asked the Court Manager of* [WLCC] *for a full report and we will provide you with a full response to your letter within the next two weeks"*.

13. The follow-up was a 10 January 2008 letter from *"Paulette James OBE"*, 'Customer Service' Unit, HMCS Petty France.

14. I headed my 28 January 2008 reply (cc'd Jack Straw, Justice Secretary) to the 10 January 2008 letter with *"Absolute confirmation of collusion"*. Reasons, stated in my letter – which, overall, I view as amounting to more sickening cover-up and deceit, failure to assume responsibility and accountability, arrogantly and patronizingly playing down / trivialising parts of my complaint - are:

    1) Regarding asking for the payment of £1,700, the reply was *"You had not put any limit on your counterclaim. In circumstances where the claim or counterclaim is unspecified, the court must charge the maximum fee of £1,700"*

       I replied *"You cannot even agree among yourselves on 'the story' you are going to spin"* – and contrasted this reply with the 20 December 2007 letter from Suki Bhangra, 'Customer Service' Officer, Southwark.

       I concluded this subsection with *"When will you all stop 'digging your hole' – and 'come clean'?"*

    2) I noted the lack of reply to my question as to whether the WLCC 27 September 2007 correspondence that demanded payment of £1,700 was *"compliant with court regulations"* – and stated *"It seems to me from CPR Rule 3.1 that the correct form of correspondence should have been an 'order' (3) "When the court makes an order, it may" (a) "make it subject to conditions, including a condition to pay a sum of money into court" (b) "specify the consequence of failure to comply with the order or a condition"* (NB: the 27 September 2007 correspondence contains both 'ingredients': demand for payment; threat of striking out the counterclaim if I failed to pay)

    3) I also highlighted the fact that, having threatened to *"strike out the counterclaim… by 5 October 2007"* if I had not paid the £1,700, **WLCC waited more than 3 months** to send me an Order by District Judge Nicholson (dated 19 December 2007; posted on 7 January 2008) stating *"The Defendant having failed to comply with the Court's request by letter of 27 September 2007 to pay the Counterclaim fee, the Counterclaim stands struck-out"*

    4) The - unbelievable – reply to the fact that since its 27 September 2007 letter WLCC had gone into 'silent mode' was: *"The short answer is that neither you, nor the claimant, have taken any further action since that time"*. Contrast this excuse with the other excuse supplied in the 20 December 2007 letter from Suki Bhangra, 'Customer Service' Officer, Southwark Bridge. The extent of the deceit as a means of covering-up what took place is absolutely sickening.

I could not control my sarcasm and replied *"So, it's up to me to manage the case? How silly of me: from reading, among others the CPR, I understood that it was the job of the courts to manage cases. As the implication that the Court Service is 'self-service', how about I issue my own judgment as well? I sure like that idea"*.

5) The next comments were that *"…judicial case management is only invoked when the court is satisfied that it has before it a claim and a valid defence. It is unclear because of the striking out of your counterclaim whether that is the situation with this case, for example, you have made no formal application to reinstate your counterclaim"*

   My reply to this was: *"What a concoction! Who has determined that my defence is "not valid"…there is no counterclaim "to strike out" for the simple reason that I did not file a counterclaim…*

   … WLCC knows perfectly well that it is impossible for me to file a counterclaim as I do not have the necessary information to do this. What its claim amounts to saying is that: It expected me to file a counterclaim against an unspecified entity" (**NB:** There are **TWO** company names for the *"claimant"*; **both** claiming to be my 'landlord'; **each** represented by a different firm of solicitors; **each** expecting me to pay a different amount)*; "for an unspecified amount"* (**NB**: Lack of information - to which I am legally entitled - prevented me from determining my liability… which turned out to be NONE! – as evidenced by the 6 June 2008 Notice of Discontinuance of *"ALL of the claim"* against me).

   (NB: This 'reply' from Paulette James OBE provides further evidence in support of my conclusion that **the game plan was to strike-out my Defence** by sending me: **(1)** the 24 August 2007 Order with the wording *"serve Defence & Counterclaim"* - taking advantage of the fact that I was a Litigant in Person; **(2)** the 27 September 2007 letter masquerading as an Order – no doubt hoping that I would not take delivery of it in time (as I was renting a room in East London at the time – and had been to my PO Box on Saturday 29 September). **That's why WLCC and Portner went into 'silent mode' for the following 3 months+: my 2 October 2007 had foiled their plan**).

6) Regarding not sending me a corrected version of the 3 April 2007 Notice – in spite of my 4 requests over a period of 6 months: Paulette James OBE replied that *"it is not necessary for the court to send a copy of it to you since you are already aware of the content. It may be for this reason* (NB: Paulette James OBE should have checked with WLCC) (was the rest of her letter just 'dictated'? Looks like it) *that the court may not have responded to your letters, although I believe it would have been helpful if they had sent a letter confirming what they had done"*

   I replied that *"My obviously knowing what I wrote on the acknowledgment of service is totally beside the point. What matters is what is on record in my file. I have the statutory right to demand that information held about me is correct – and to have this confirmed to me"* (NB: A corrected version of the Notice was *finally* sent to me on 11 January 2008 i.e. more than 6 months after my original request – which had been followed by several chaser letters).

7) Continuing to play down what had taken place, and trivialise my complaint, Paulette James OBE brushed aside the fact that WLCC had wrongly captured in its 3 April 2007 'Notice that acknowledgment of service has been filed' that I had stated an *"intention to defend part of the claim'"* when in fact, in my 22 March 2007 Acknowledgment of Service I very clearly stated *"intend to contest the court's jurisdiction"* - by responding that *"the claimant had been made aware of your correct intention was indicated by their letter to the court of early May…"*

I replied *"This is a misrepresentation on two counts"*, as: *"Firstly, in its 1 May 2007 letter…Portner and Jaskel wrote "… apart from receiving Notice that an Acknowledgement of Service has been filed by the Defendant dated 3rd April 2007…we have not received anything further from the Defendant or the Court…" Secondly, in the same letter it wrote "Neither have we received a copy of the Defendant's application to contest the jurisdiction or any evidence in support, nor a copy of the Defendant's Defence". You misrepresented what he wrote as you omitted the last part of the sentence "nor a copy of the Defendant's Defence""*

8) Paulette James OBE, claimed that *"the adjournment of the 8 May 2007 hearing would not have been necessary had you filed an application regarding the court's jurisdiction as you were meant to do under the procedural rules…"*

I replied *"I DID file an application contesting the court's jurisdiction within 14 days of filing the 22 March 2007 acknowledgment of service. I titled my 4 April 2007, 20-page document "Application to West London County Court under Civil Procedure Rules (CPR) Rule 11 – Disputing the court's jurisdiction re. Claim 7WL00675". (The second part of the title to my document reads "Second application: An Extended Civil Restraint Order against the 'Landlord')"*

And that, *"In my application, I refer to 64 evidential documents. I supplied a copy of these documents as appendices, having them bound together with my 20-page document. Also bound with this document, is a copy of my 22 March 2007 acknowledgment of service, I used as the front cover i.e. placed it as the first page of the document"*

I also added that *"On 5 April 2007, the day WLCC received my document, I received a call on the number I provided on my acknowledgment of service. Having determined who I was, the person put the phone down. My 'sixth sense' led me to suspect that the caller was from WLCC and that my contesting the court's jurisdiction was not the expected reply. The fact that WLCC appears to have failed to tell you that I sent a 4 April 2007 application, confirms my suspicion"*

(NB: I forgot to point out in my reply the compelling evidence that, if WLCC had not received my application, then how did it explain the 24 August 2007 hearing for which 'Deputy' District Judge McGovern announced the purpose as *"to consider your application for transfer of the case to the Leasehold Valuation Tribunal*").

9) In relation to (yet another) condescending, patronizing comment (for which *"Paulette James OBE"* should clearly have checked her facts before making it) that "*The procedure to be followed where an acknowledgement of service indicates an intention to contest the court's jurisdiction is set out on the form. It makes it quite clear that you must file an application in support of your contention within 14 days of filing the acknowledgment*"…

…I replied that *"Other than stating that an application to contest the court's jurisdiction must be filed within 14 days of filing the acknowledgment of service, none of the documents I was sent provides guidance to defendants who opt to contest the court's jurisdiction"*. That, because of this, as a Litigant in Person, I had to search the Civil Procedure Rules to try to figure out what I needed to do – and quoted what I had found in my letter. I also highlighted the fact that neither the support notes sent with the claim, nor CPR state that I also needed to serve my application to contest jurisdiction on the 'claimant'.

10) My request to have the case transferred to another court *"so that I can exercise my rights under the Human Rights Act 1998…"* was circumvented by Paulette James stating *"…I have found no evidence…which suggests you have been denied a fair hearing since the matter has not yet come to a final hearing. I cannot therefore confirm your complaint in this respect*".

My reply was *"you appear to not understand the meaning of "so that""*, and that *"any fair minded, reasonable person who looked at the events with this court would, I am sure, understand my position"*. (NB: I forgot to quote the 24 August 2007 hearing as evidence… added to everything else that had been taking place in WLCC since the claim was filed… and before, in 2002-04)

The 'reply' suggests that, to get the case transferred to another court, I needed to file *"a formal application giving* [my] *reasons and supporting evidence"* and that my *"application will attract a fee"*.

I replied that I had sent a 26 January 2008 letter, addressed *"To a Judge committed to the concept of Justice, c/o West London County Court"* in which I asked for a transfer.

(**NB:** After this letter from HMCS, on further exploration, I realised that I needed to complete a form. In addition to, of course, the form not having the option of stating *"Because I have no trust and confidence in this court"* (evidently, nobody 'dares' to challenge a court), I did not know which other court to select. As my experience at the Supreme Court Costs Office on 30 January 2009 demonstrates, and judges move around, had I been able to secure a transfer, it is likely that it would have been a waste of time, and money – as it is clear from my latest experience on 30 January 2009 that 'my card is marked' with the Court Service – and has been since 2002).

11) In relation to my assertion that collusion had taken place, the reply was: *"So far as your allegations of collusion are concerned, I have found no evidence whatsoever to support your contention…"*

I replied *"From where I am standing, it looks to me like the 'severe case of blindness' that was evident in 2002-2004 is continuing. "No evidence in support of my allegations of collusion"? Whereas before I headed my letters to your Office with "confirmation of collusion", I am now changing this to "Absolute confirmation of collusion"*

Among other, I also wrote *"Instead of, to this day, all of you 'aiming your guns at me', why don't you turn your attention to the rogue landlord and his equally rogue aides who have so consistently demonstrated that they hold your judiciary in absolute, utter contempt? They have made your courts pursue false claims by providing false evidence – which they endorsed by signing statements of truth – in the process leading your courts to take unjust actions against me and other leaseholders; have lied in an Expert Witness report; have knowingly committed an abuse of process of court; have lied by stating that they have not received documents, etc, etc. Why is it that all of you are 'blind' to all that has – and continues to take place?*

From where I am standing, the fact that, in spite of my endless protests (as reflected in my voluminous amount of correspondence) the harassment and injustice are continuing, I am bound to arrive at just one answer: collusion. What other conclusion can there be?

I really wish I could say: this is all due to massive negligence and incompetence. At least, this would give me some hope. But, I cannot bring myself to accept this explanation.

You don't like my honesty, my being very direct? I appreciate that my manner is 'un-British' but, it works both ways: provide me with the opportunity to give praise and I will be as equally open and direct in voicing it. You cannot begin to imagine how much I wish I could say: "I have finally got justice and redress – and this is all thanks to…"

12) As a result of my providing, in my 5 December 2007 reply to Suki Bhangra, 'Customer Service' Officer, Southwark, a snapshot of events with WLCC in the context of the 29 November 2002 claim - in relation to:

a. WLCC proceeding with the claim in spite of the fact that the statement of truth was endorsed by the inappropriate party (29 November 2002 Particulars of Claim endorsed by Joan Hathaway, MRICS, MRJ, 'managing' agents for Jefferson House), the reply was: *"whether this represents a serious procedural breach or invalidates the evidence concerned…is again a matter for a judge to decide should you choose to raise the issue. It is unclear whether you took that step or simply raise it now as a further element of your complaint"*.

   This reply provides, yet again, evidence of the expectation that it is up to the courts' end-users to manage their claims i.e. take on the role of the staff. I replied that *"it is the duty of the courts to ensure they operate under the 'Overriding Objective'"*.

b. The comment was followed by *"I understand, however, that that particular case was transferred to Wandsworth County Court some time ago"*

   I view this comment as an attempt to deflect attention away from WLCC. I replied *"I fail to see the relevance of your point: (1) to my knowledge, the courts are not stand-alone franchises; (2) judges move from court to court. My points are supported by the Orders I have been sent "This case may be released to another judge, possibly at a different court"*

With no reply from WLCC to my 26 January 2008 letter addressed to *"A judge committed to the concept of Justice"*, in another attempt to get my case transferred out of WLCC to another court, I wrote yet another letter to Jack Straw on 18 February 2008, cc'd WLCC and Ahmet Jaffer, PJ. In vain! Hence: same 'don't give a damn' / approval of misconduct attitude of his predecessor, Lord Falconer of Thoroton.

The 12 March 2008 reply from HMCS Petty France stated that I needed to file *"a formal application"*. It also showed that it was in close contact with WLCC as the letter also states *"You have been reminded that you must file a completed allocation questionnaire by Friday this week or face having your defence struck out"*.

Although the nightmare with WLCC continued until November 2008, in light of the responses, ultimately from HMCS 'Customer Service', Petty France, in January 2008 - there was clearly no point my wasting any more of my time writing an additional complaint.

10.2 Information request from HMCS 'Customer Service' – for 2007-08

1. **FOR EACH of the following, please supply copy of relevant procedure, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that:**

   1. Led Suki Bhangra, 'Customer Service Officer', Southwark Bridge, to conclude that he could blindly accept from the WLCC court manager - as well endorse - the falsification of evidence contained in my 12 September 2007 Defence by *falsely* claiming that I had made *"a counterclaim that totalled £20,713.18"* - in an attempt to cover-up the real motive behind the bullying and threatening 27 September 2007 letter to me 'from Mr Joseph, Courts Section', in which he - unjustifiably - demanded that I immediately pay the sum of £1,700, failing which the *"court would strike-out"* (my non-existent) *"counterclaim"* - and hence: my Defence to the claim. (Another contradictory 'story' was spinned in the subsequent 10 January 2008 'reply').

   2. Led Suki Bhangra to conclude that he should ignore the deceit in Joseph's letter of 27 September 2007 who, by stating in the letter *"without further order of the court"*, *falsely* implied that his communication was 'an order' – instead of what it is: just a letter.

3. Led Suki Bhangra to conclude that he should help the WLCC judges, court manager and other staff cover-up the fact that their 27 September 2007 letter masquerading as 'an order' was a breach of CPR Rule 3.1(3) as this type of communication must be 'an order' – as well as deceit – by not replying to my question asking whether the communication was *"as per court regulations"*. (As confirmed in the 19 December 2007 Order by District Judge Nicholson *"striking-out* (my) *counterclaim"* for *"failing to comply with the Court's request by letter dated 27 September 2007"* - that was eventually sent to me, more than 3 months later, on 7 January 2008 - the 27 September 2007 communication is *'a letter'*).

4. Led Suki Bhangra to conclude that he could overlook the WLCC judges and court manager's failure to perform as per their remit under CPR Part 1 – Overriding Objective – by blindly accepting their preposterous excuse that "*it is not the functions of the court to enter into detailed correspondence with the parties to litigation about the merits of points taken in pleadings or other aspects of the case"* - for not acknowledging my 2 October 2007 letter (in spite of 2 chaser letters: 14 Oct 07; 28 Oct 07) in which I challenged **a very serious key event**: their *unjustified* demand that I immediately pay £1,700. (Another contradictory 'story' was spinned in the subsequent 10 January 2008 'reply' from Paulette James OBE).

5. Led Suki Bhangra to conclude that he could overlook the fact that the WLCC court manager had failed to address 4 requests from me – over a 6 month period (starting with my 30 Jun 07 letter) – for a corrected version of the 3 April 2007 'Notice that Acknowledgment of service has been filed' in which WLCC – **falsely** captured – that, in my 22 March 2007 Acknowledgment of Service, I had stated *"an intention to defend part of the claim"*.

6. Led Suki Bhangra to conclude to – very clearly - blindly accept the WLCC's court manager's preposterous excuse that the reason for the 3.5 months delay in rescheduling the 8 May 2007 hearing to 24 August 2007 was because *"it was the first available date"* Evidence of deceit and cover-up: the initial reply given to me by a court staff when I phoned WLCC on 4 May 2007 was *"because there is only one judge in WLCC"* – which is clearly a lie – as evidenced by my experience.

7. Led Suki Bhangra to conclude to – very clearly – blindly accept the WLCC's court manager's reply that the reason for the delay in sending the tape to my nominated company (Beverley F. Nunnery) for transcription was because it had been *"sent to another transcriber"*. Evidence of deceit and cover-up: when I phoned WLCC on 1 October 2007 to determine why my nominated company had not received the tape, I was told *"The application was sent to a judge on 14 September. A reply has not yet been received"* (as I captured in my 7 October 2007 letter to Beverley F Nunnery).

8. Led *"Paulette James OBE"*, 'Customer Service Unit', Petty France, to conclude that she should continue to help the WLCC judges, court manager and other staff in covering-up their misconduct in sending me the 27 September 2007 letter masquerading as an order – by spinning, yet another, and contradictory excuse, for demanding the sum of £1,700 - by stating *"You had not put any limit on your counterclaim. In circumstances where the claim or counterclaim is unspecified, the court must charge the maximum fee of £1,700"* v. Suki Bhangra's 'response' of 20 December 2007 that *"your counterclaim totalled £20,713.18"*.

9. Led Paulette James OBE to conclude that she too, should continue to help the WLCC judges, court manager and other staff by ignoring the deceit in 'Mr Joseph's letter' of 27 September 2007 masquerading as an order who, by stating in this letter *"without further order of the court"*, *falsely* implied that his communication was 'an order' – instead of what it is: just a letter. (As confirmed in the 19 December 2007 Order by District Judge Nicholson *"striking-out* (my) *counterclaim"* for *"failing to comply with the Court's request by letter dated*

27 September 2007" - that was eventually sent to me, more than 3 months later, on 7 January 2008).

10. Led Paulette James OBE to conclude that she should continue to help the WLCC judges, court manager and other court staff cover-up the fact that their 27 September 2007 letter was a breach of CPR, as this type of communication must be an order: Rule 3.1(3) – as well as deceit – by not replying to my question asking whether the 27 September 2007 communication was *"as per court regulations"*.

11. Led Paulette James OBE to conclude that she should continue to assist the WLCC judges and court manager in covering-up their failure to perform as per their remit under CPR Part 1 – Overriding Objective - by spinning, yet another, and contradictory excuse for their total silence (that lasted for more than 3 months) following my 2 October 2007 letter, stating *"The short answer is that neither you, nor the claimant, have taken any further action since that time"* v. Suki Bhangra's 'reply' of 20 December 2007 "*it is not the functions of the court to enter into detailed correspondence with the parties to litigation about the merits of points taken in pleadings or other aspects of the case"* – and by implication, communicate the view that it was up to me to do the job of the WLCC's judges and staff.

12. Led Paulette James OBE to conclude that she should continue to assist the WLCC judges and court manager in covering-up their misconduct - by concocting a fabrication that my Defence was *"not valid.. because of the striking-out of* (my) (non-existent) *counterclaim"* and I had *"made no formal application to reinstate* (my) (non-existent) *counterclaim"*. (NB: This 'concoction' supports my conclusion that the 27 September 2007 letter masquerading as 'an order', combined with the wording of the 24 August 2007 Order *"serve Defence & Counterclaim"*, were a game plan to provide the opportunity to strike-out my Defence – hence the more than 3 months 'silent mode' by WLCC and Portner that followed my 2 October 2007 letter to WLCC: I had foiled their plan).

13. Led Paulette James OBE to conclude that she could endorse the failure of the WLCC's court manager – and her concurrent breach of my rights under the Data Protection Act 1998 – by stating, in reply to my complaint that, in spite of 4 requests to the court manager over a period of 6 months, I still had not been supplied with a corrected version of WLCC's 3 April 2007 'Notice that Acknowledgment of service has been filed' – that *"it is not necessary for the court to send you a copy of it since you are already aware of the content"*. And, in the process, demonstrating that she had not explored it as she wrote *"It may be for this reason"*.

14. Led Paulette James to conclude that she could absolve the WLCC staff of responsibility and accountability by trivialising the fact that, in the 3 April 2007 'Notice that acknowledgment of service has been filed' they *falsely* captured that I had stated *"an intention to defend part of the claim"*, when in fact, in my 22 March 2007 Acknowledgment of Service I very clearly stated *"intend to contest the court's jurisdiction"* – by stating *"the claimant had been made aware of your correct intention was indicated by their letter to the court of early May…"* – as well as lying, as this is *not* evidenced in Portner's letter of 1 May 2007 to WLCC.

15. Led Paulette James OBE to conclude that, with the aim of justifying the cancellation of the 8 May 2007 heating, she could *falsely* claim that I had not filed an Application Contesting Jurisdiction – in view of the fact that the purpose of the 24 August 2007 hearing, presided by Deputy District Judge McGovern, was *"to consider* (my) *Application for transfer of the case to the Leasehold Valuation Tribunal"*

16. Led Paulette James OBE to conclude, in relation to my wanting the case transferred to another court *"**so that** I can exercise my rights under the Human Rights 1998 for a fair*

hearing", that she could purposely misinterpret what I wrote in order to overlook the 'inconvenient' overwhelming evidence – by stating that there was *"no evidence that I had been denied a fair hearing since the matter has not yet come to a final hearing"*. (Of note: there had already been an – unfair - hearing: 24 August 2007 presided by Deputy District Judge McGovern).

17. Led Paulette James to conclude that she could help the WLCC judges and staff - by claiming that that she had *"found no evidence whatsoever to support your allegations of collusion"*.

18. Led Paulette James OBE to conclude that she could overlook the very traumatic, extremely vicious, cruel and perverse treatment I had been subjected to – and continued to be subjected to by the WLCC judges, court manager and other court staff – not to mention the massive amount of unnecessary costs I was made to incur as a result of their conduct in the face of a claim that should **NEVER** have been allowed to proceed.

19. Led Paulette James OBE, 'Customer Service Unit', and Suki Bhangra, 'Customer Service Officer' to conclude that they were exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 *"to be treated fairly and with dignity by HMCS Customer Service and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

20. …in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 14 *"Right to not be discriminated against"* – by failing to address my complaint – all with the aim of absolving the WLCC judges and court staff of responsibility and accountability, and by treating me in an arrogant, condescending, patronizing manner, and as an imbecile.

2. Please provide detail of individuals / organisations to which HMCS 'Customer Service' has supplied data about me - as well as copy of:

   (1) The information supplied to the individuals / organisations

   (2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. (Repeat of request under # 3 'Information request from HMCS 'Customer Service' – for 2004': Please supply copy of any other information held about me by HMCS Customer Service)

11 SUPREME COURT COSTS OFFICE – 30 JANUARY 2009

11.1 Events pre Supreme Court Costs Office hearing of 30 January 2009

1. On 17 January 2009, I took delivery of a 14 January 2009 £4,500 *"offer"* from PJ's client *"Rootstock Overseas Corp"* = et.al. aka Andrew Ladsky - stating that it was *"an all in figure in full and final settlement of your costs in this matter - Without prejudice"*.

2. On 11 November 2008, I had sent my updated total costs to PJ, which, by then, amounted to £7,277. By the time I received the *"offer"*, they amounted to £8,397.

3. In my 19 January 2009 reply, I turned down the *"offer"* describing it as *"derisory"*.

4. Among other, I asked *"why your client is making this offer: 1. fifteen days before the scheduled Detailed Assessment hearing in the Supreme Court Costs Office, on 30 January 2009 - and therefore one week before the deadline for filing the documents in court, 2. considering that your*

client has had a six and a half months window of opportunity to do it (You received my 26 June 2008 Statement of Costs on 27 June 2008…)"

5. I also wrote *"While your conduct and that of your client since filing the fraudulent claim against me… demonstrate that you ALL treat Her Majesty's Court Service with absolute, utter contempt, perceiving it as a forum to be used and abused for the purpose of extorting monies not due and payable from leaseholders, I draw your attention to para 46.1 of the PD for CPR Rule 47.19 "An offer made by the paying party should usually be made within 14 days after service of the notice of commencement on that party"*.

6. I followed this by quoting the judge in the Willis v Crown Estate Comrs [2003] EWHC 1718 (Ch), [2003] All ER (D) 410 (Oct) case, and wrote *"Hence, in the context of CPR 47.19(b), should events during the currently scheduled 30 January 2009 hearing lead to your bringing this "offer" to the attention of the court, I will highlight the above as further evidence of your vicious, malicious and vexatious conduct. And, at this point in the proceedings – for the record - I will - yet again – re-emphasise CPR Rules 44.14, 44.5, 44.3, as well as 47.18"*

11.2 Events – Supreme Court Costs Office – 30 January 2009

1. **I served my documents, as per the 18 December 2008 Supreme Court Costs Office (SCCO) Order, on 19 January 2009.**

2. In its 18 December 2008 Notice, SCCO set the 'Detailed Assessment hearing' for 30 January 2009.

3. On 19 January 2009, I hand-delivered to SCCO a 28-page Amended Reply to the 11 August 2008 Points of Dispute in which I amply explain my costs, the reasons I was forced to incur them, detailing the conduct of 'the claimant' over the previous 16 months from the time the 27 February 2007 was filed, to the time it issued its 6 June 2008 Notice of discontinuance.

4. I preceded my document with a 5-page summary, which also includes the capture of numerous breaches of CPR, as well as statutes, by PJ and its client: Courts and Legal Services Act 1990, Fraud Act 2006, Malicious Communications Act 1998, Theft Act 1968 s.21(1) Blackmail, Protection from Harassment Act 1997,etc.

5. Hence, by just reading the summary, SCCO could be in no doubt that **(1)** the claim against me was totally without merit, vexatious, malicious and fraudulent, and **(2)** that the conduct of PJ and its client, Andrew Ladsky, was deceitful, criminal, obstructive and an abuse and contempt of court – which started with having TWO company names on the claim, BOTH claiming to be 'my landlord', EACH represented by a DIFFERENT firm of solicitors, and EACH expecting payment from me of a DIFFERENT amount.

6. With my 19 January 2009 reply, I also supplied a 480 page bundle of 153 supporting documents which, of course, included, among others, ALL the documents I had served on WLCC from the time the claim was filed against me, as well as all the correspondence – to which I referred in my 19 January 2009 Amended Reply.

7. On the same day, I also hand-delivered a copy of all the documents to PJ.

8. **Starting with immediate hostility, Deputy Master Hoffman did not allow me to refer to my 19 January 2009 Amended Reply to the Points of Dispute – and ultimately ONLY allowed me £2,507.07 of my costs, plus interest since the 6 June 2008 Notice of Discontinuance – bringing the total to £2,640.72 v. my costs of £8,675.**

9. From the time the fraudulent claim was filed against me on 27 February 2007, WLCC and its 'partner', PJ, cost me (in addition to horrendous torment, anguish and distress over a period of 16 months): over 500 hours of my life; 52 hours of lost income, and numerous other costs - bringing the total at 31 January 2009 to £8,675 – including interest (CPR Rule 44.12(2)).

10. In my 19 January 2009 document, in addition to CPR Rule 38.6 which gives me right of costs following discontinuance, in the context of relating events, I also quoted:

    Rule 44.3(4) *"The court must have regard to all the circumstance, including the conduct of the parties" and (5) "conduct before, as well as during the proceedings…whether the claimant succeeded in his claim"*

    Rule 44.3(5) *"The conduct of the parties includes – **(a)** "conduct before, as well as during the proceedings and in particular the extent to which the parties followed any relevant pre-action protocol; **(b)** whether it was reasonable for a party to raise, pursue or contest a particular allegation or issue; **(c)** the manner in which a party has pursued or defended his case or a particular allegation or issue.."*

    Rule 44.5(3) *"The court must also have regard to – **(a)** the conduct of all the parties, including in particular – **(i)** conduct before, as well as during, the proceedings; and **(ii)** the efforts made, if any, before and during the proceedings in order to try to resolve the dispute; **(c)** the importance of the matter to all the parties; **(d)** the particular complexity of the matter or the difficulty or novelty of the questions raised; **(e)** the skill, effort, specialised knowledge and responsibility involved; **(f)** the time spent on the case; and **(g)** the place where and the circumstances in which work or any part of it was done"*

    PD 44 - para 8.4 *"In deciding what order to make about costs, the court is required to have regard to all the circumstances"*

    PD 44 - s.18 *"Court's powers in relation to misconduct"*

    In the context of **Rules 44.5 and 48.6(4)** re costs being *"proportionately and reasonably incurred"* I provided comprehensive justification in support of my position that they were – including compliant with Rule 48.6(3) i.e. in the same categories of disbursements as if I had employed a lawyer.

    Under **Rule 48.6(2)** costs for a Litigant in Person *"must not exceed, except in the case of a disbursement, two thirds of the amount which would have been allowed if the litigant in person had been represented by a legal representative"* – I explained the complexity of my case and demonstrated that my costs were, in fact, more than 40% below the limit.

11. From the very beginning, I could feel that Deputy Master Hoffman was decidedly frosty and hostile towards me. It continued throughout the hearing.

12. Considering my experience with the Court Service in 2007-08, and previously in 2002-04, I had no illusion. I viewed this hearing as a means of adding further evidence of how a leaseholder of limited financial means, and no influential connections, and on top of that, 'a woman', of foreign origin, who is the – blatantly obvious - victim of fraud and other crimes committed against her by a crooked landlord and his equally well protected, crooked aides (outcome of my complaints to the so-called 'regulators') - gets treated by the English Court Service.

13. When, at the start of the hearing, I suggested 'setting the scene' before going into the detail of whether or not I should have spent £1 on an item (I intended to refer to the Key Points at the beginning of my 19 January 2009 Amended Reply to the 11 August 2008 Points of Dispute) - it was forcefully rejected by Deputy Master Hoffman.

14. My 19 January 2009 reply was TOTALLY IGNORED - although it had clearly been looked at - and discussed - before the hearing. I used it (from memory) to reply to some of the points raised. The only document that was used during the hearing was my 11 November 2008 Bill of Costs (for which my presentation was criticised).

15. When Deputy Master Hoffman asked me to show him my 22 March 2007 Acknowledgement of Service (NB: **proving that it was something that had been planned and discussed 'behind the scene' with the WLCC judges**), in an hostile, condescending tone he asked why I had also sent the other pages i.e. attached the first page of the 27 February 2007 claim, and the first page of Martin Russell Jones' invoice of 13 February 2007 supplied with the Particulars of claim – on which I had made annotations. I replied that I had done this for the purpose of highlighting the fact that there are TWO NAMES for the 'claimant': *"Roostock Overseas Corp."* and *"Steel Services"*. Reply (in an authoritarian tone): *"You should not have done this. You should have only returned the form that the court sent you"*.

16. I replied *"I receive a claim that has TWO NAMES as the 'claimant', one of which I have never heard of, both claiming to be my 'landlord', and both demanding that I pay over £10,000 - and you expect me to not say anything?"*` Reply (in a continuing, authoritarian, condescending, hostile tone) *"You should not have done it!"*

17. My translation: *"My good friends in West London County Court are extremely angry that you have this black on white evidence against them as they should not have proceeded with the claim"*.

18. To which can be added *"On top of the fact that, likewise, in relation to the previous fraudulent claim of 29 November 2002 against you (and 10 of your fellow leaseholders), they should not have proceeded with the claim - as the statement of truth on the Particulars of Claim was signed by the 'managing agents. Furthermore, in proceeding with the claim, they had knowledge that an abuse of process of court was being committed"*

19. **My costs connected with the 24 August 2007 hearing** i.e. preparation of my 4 April 2007 Application to transfer the case to the LVT, writing my 3 May 2007 Skeleton Argument, the endless correspondence - in vain: chasing Portner and Jaskel (PJ) for the information to which I am legally entitled, chasing its client skeleton argument, repeatedly asking WLCC to assist, the costs associated with trying to get a transcript of the hearing - **were ALL disallowed because *"the application was refused"*** (by 'Deputy' District Judge McGovern = a solicitor).

20. And of course, **as was my claim to be reimbursed of the £293.70** Deputy District Judge McGovern had ordered that I pay, for reasons better known to himself, *"to Rootstock"* at the 24 August 2007 hearing (also in spite of the fact that PJ had not served me with a statement of costs).

21. **My costs associated with my 30 April 2008 Application to vary the 9 April 2008 so-called 'case management directions'** issued by District Judge Ryan - so that I would be supplied with the information to which I am legally entitled: **disallowed because *"the application was refused"***.

22. **My costs associated with printing and delivery of an integral copy of my 6 May 2008 Standard Disclosure documents: disallowed because *"not requested by the 'claimant'"***. My translation: *"disallowed because by doing that you seriously reduced PJ's ability to trick you in the contents of the bundle"* (as I explained earlier on under 'Events – West London County Court – 2007-08').

23. The **£1,202 cost of producing my** ('knock-out) **3 June 2008 Witness Statement was allowed in full** on the grounds that *"it would be difficult to find a solicitor who could produce a document like that for this cost"*.

24. But the **cost of producing my 12 September 2007 Defence was arbitrarily reduced from £759 to £500** - **by querying the fact that I was charging for loss of income i.e. taking time off work.** (I supplied my timesheets as evidence). In other words...

25. ...**'I' was treated as a liar** - **NOT Andrew Ladsky and his equally corrupt, evil, greed-ridden, morally depraved puppets** who – as very amply demonstrated by the ton of 'black on white evidence' contained in the documents I filed in court – including in SCCO - **ARE THE LIARS, THE FRAUDSTERS, THE THIEVES, THE BULLIES, THE PARASITES who feed their greed by stealing from me and other leaseholders.**

26. **Of my £360 printing costs and stationary costs, only £50 was allowed - *"because these costs are normally a percentage included in the fees"***

27. **My costs associated with endlessly chasing a reply to my 2 October 2007 letter were disallowed.** (The letter in which I challenged WLCC's unjustified demand of £1,700 – and which led to WLCC and PJ going into 'silent mode' for more than 3 months).

28. **My costs associated with my 13 November 2007 complaint to HMCS 'Customer Service'** (trigged by the unjustified 27 September 2007 demand of £1,700, and the silence that followed my 2 October 2007 reply – in spite of my sending 2 chaser letters) - that led me to write a significant number of letters due to the persistent blind eye attitude: **disallowed because *"Up to you if you want to complain"***

29. **My postage costs of over £200** which are predominantly for recorded / special delivery post were **all disallowed because *"in this country communication with the courts is through regular post"*.** As far as I am concerned, the benefit of having proof of postage, and delivery - was worth every penny.

30. (NB: re. the *"in this country"*: (aside from demonstrating that, in spite of being a British National, I am perceived by the Court Service as a foreigner), until 2002, when a bunch of criminals comprising of Andrew David Ladsky; Joan Doreen Hathaway, MRICS, MRJ; Lanny Silverstone, Partner, Cawdery Kaye Fireman & Taylor (CKFT) filed a fraudulent claim against me in WLCC: I had NEVER had any dealings with the courts - either during my preceding 35 years in this country, or previously)

31. At the end of the hearing the matter of the 14 January 2009 £4,500 *"offer"* from *"Rootstock"* was raised. When I showed Deputy Master Haufman my reply of 19 January 2009, he expressed scorn as soon as he read my header *"Your derisory "offer" of 14 January 2009"* - and hence disapproval at my rejecting it – because, 'of course', it would have been 'extremely convenient' to **not** have the hearing.

32. There was *"No order as to costs"*. (Ladsky was claiming costs of £1,535)

33. Considering the UNBELIEVABLY DAMNING EVIDENCE against PJ and its client - captured in my 19 January 2009 reply to their Points of Dispute (as well as in my numerous documents to WLCC, which I included in the bundle) - any fair minded, reasonable person with integrity would say that I was **bound** to get ALL my costs back - as well as compensation for the horrendous and very traumatic treatment I was subjected to over a period of 16 months - not to mention the court taking action against PJ and Ladsky, including for contempt of court.

34. However, based on my experience with the Court Service in 2007-08, and previously in 2002-04, including with Lord Falconer's 'Customer Service' department, I knew that, short of a miracle, I would not be able to recoup all of my costs - and I was right. I therefore saved myself (among others) several thousand Pounds by not employing a costs draftsman - no doubt to the great annoyance of quite a few people.

35. In light of what took place, when asked by Deputy Master Hoffman whether I would challenge the decision, I replied that I would not – as it is blatantly obvious to me that 'my card is marked' by the Court Service – and has been since 2002 - confirming to me that, as it stands, my website (http://www.leasehold-outrage.com) is the closest I am going to get to justice.

11.3 Information Request from Supreme Court Costs Office – for 30 January 2009

1. **FOR EACH of the following, please supply copy of relevant procedure, briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that:**

1. Led Deputy Master Hoffman to conclude that he could turn a blind eye – and a deaf ear – to ALL of PJ's and its client, Andrew Ladsky, **highly despicable, deceitful, obstructive, fraudulent conduct that breached countless CPR rules, PDs and statutes (some punishable by imprisonment) as I had very clearly, and comprehensively explained – and summarised** - in (among others) my 19 January 2009 Amended Reply, part of which I repeated during the hearing – abundantly demonstrating, among other, that they hold Her Majesty's Court Service in absolute, utter, contempt, perceiving it as a forum to be used and abused for the purpose of extorting monies not due and payable from leaseholders (as I wrote in my 19 January 2009 reply to *"Rootstock" "offer"* of 14 January 2009).

2. Led Deputy Master Hoffman to conclude that he could prevent me, during the hearing, from referring to my 19 January 2009 Amended Reply – forcing me to quote from it from memory.

3. Led Deputy Master Hoffman to conclude - in the face of my 'mountain' of unbelievably damning 'black on white' evidence against PJ and its client, Andrew Ladsky - that he could **near totally ignore his duty under Rule 44.3(4)** *"the court must have regard to the conduct of the parties";* **Rule 44.3(5)** *"conduct before and during proceedings, including following pre-action protocol*"; **Rule 44.5(3)** *"efforts made to resolve the dispute; the importance of the matter to the parties; complexity, difficulty of the matter; skill, effort, specialised knowledge and responsibility involved; time spent on the case; the circumstances in which the work had to be done";* **PD 44 – para 8.4** – ***"in deciding what order to make about costs, the court is required to have regard to all the circumstances"…***

4. ***…*** - **by granting me only £2,507.07 v. the £8,675 I had been forced to spend by 30 January 2009 as a consequence of what I had been put through over the previous 16 months…**

5. ***…*** - in the process refusing me, among others, ALL the costs related to my Applications to WLCC *"because they were refused"*, and ALL the costs related to my complaint to HMCS 'Customer Service' (triggered by the unjustified 27 September 2007 demand of £1,700, and the complete silence that followed my challenging it in my 2 October 2007 letter) (my 14 Oct 07 and 28 Oct 07 chaser letters), because *"Up to you if you want to complain"*.

6. Led Deputy Master Hoffman to conclude that he could brand me a liar, by refusing my claim for loss of income (in spite of my showing him my timesheets), as a result of needing to develop my 12 September 2007 Defence – leading me to lose a further £259.

7. Led Deputy Master Hoffman to conclude - as the implication of refusing the majority of my costs, and **not taking any sanction whatsoever against PJ and its client, Andrew Ladsky** - that he should endorse their atrocious conduct – a perceived 'obligation' that was apparent when, at the end of the hearing, when I had to show Deputy Master Hoffman my 19 January 2009 reply to *"Rootstock's"* 14 January 2009 *"offer"* of £4,500, he expressed scorn

as soon as he read my header *"Your derisory "offer" of 14 January 2009"* (and did not bother to read anything else) - and hence disapproval at my rejecting it.

8. Led Deputy Master Hoffman to conclude – as the implication of refusing the majority of my costs – that he should endorse the appalling conduct of the WLCC judges and court staff from the time the 27 February 2007 claim, ref. 7WL00675, was filed against me…

9. **…** – fact that was evident when in, an authoritarian, hostile tone, Deputy Master Hoffman asked me to show him my 22 March 2007 Acknowledgment of Service (NB: proving that it was something that had been planned and discussed 'behind the scene' with the WLCC judges) - and challenged me on the fact that, in returning it to WLCC, I had attached the first page of the claim, and of Martin Russell Jones's 13 February 2007 invoice supplied with the Particulars of claim – and on the three pages, I very clearly identified and questioned the fact that there are two names on the claim, both claiming to be 'my landlord', each represented by a different firm of solicitors, and each claiming a different amount of money. In a continuing, authoritarian, condescending, hostile tone, Deputy Master Hoffman told me *"You should not have done this. You should have only returned the form the court sent you"* – and repeated this to me after my explanation.

10. Led Deputy Master Hoffman to conclude that he was exempt from compliance with my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998 *"to be treated fairly and with dignity by the court and without prejudice"* (Equality and Human Rights Commission website http://www.equalityhumanrights.com/fairer-britain)...

11. … in particular: Article 3 which *"prohibits inhumane or degrading treatment"*; Article 6 *"Right to a fair hearing – including the right to an independent and impartial court, and the presumption of innocence"*; Article 13 *"Right to an effective remedy"*; Article 14 *"Right to not be discriminated against"* – for the reasons detailed above.

2. Please provide detail of individuals / organisations to which the Supreme Court Costs Office has supplied data about me - as well as copy of:

   (1) The information supplied to the individuals / organisations

   (2) Briefings, correspondence, including any electronic transmission, record of any meetings and of any telephone conversations that led to this information being communicated to the individuals / organisations.

3. Please supply copy of any other information held about me by the Supreme Court Costs Office.

As you know, under Part I s.1.7(10) of the Data Protection Act 1998, you have forty days to reply to my request.

As is usually required, I enclose cheque NatWest # 1500 - for £10.00 to cover costs.

Thank you.

Yours faithfully

N Klosterkotter-Dit-Rawé
http://www.leasehold-outrage.com

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11 Lower Regent Street

London
Greater London
SW1Y 4LR

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Dest:	UK (E.U.)	
Quantity:	1	
Weight:	0.400 kg	
Special D by 1	£500.00	£5.40

Total Cost of Services £5.40

Posted after Last Collection? No

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DESTINATION ADDRESS

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