

Rt. Hon. Sir Malcolm Rifkind, MP
Kensington & Chelsea Conservatives
1a Chelsea Manor Street
London SW3 5RP

Ms Noëlle Rawé
[]

(By 'Special Delivery')

1 7 March 2009

**His 'response' - first started with his 11.03.09 letter? As explained on his page, and summarised in my 19.10.09 letter to him + Parliamentary Ombudsman: repeated 'Get lost!', as well as conniving and conspiring between them and with those I complained against.
= The typical English Establishment response: perceiving 'the little people' as pieces of dirt, non-entities who do not have the right to have rights: Overview # 19 ; My Diary # 2.5**

2 Dear Sir

Snapshots: Doc library # 1.9 and # 1.10

3 As my MP, I would like to meet with you to discuss how you will help me – a law-abiding, British taxpayer
4 (who has so far paid an estimated £500,000 in tax in this country):

- 5 1. Get the police and the Court Service perform as per their mandate, ensuring that the perpetrators of
6 criminal acts against me are brought to justice as, to date, by aiding and abetting their c. £500,000
7 fraud –and concurrent fear tactics - both have demonstrated that they perceive themselves to be at
8 their service, at the exclusion of mine.
- 9 2. Get redress for the horrendous and very traumatic treatment, as well as financial loss I have suffered
10 at the hands of West London County Court over a period of three years (20 months + 16 months).
- 11 3. Get redress from Kensington & Chelsea police for treating me as though I am a criminal, instead of
12 what I am: the victim of crime - and, in the process, using intimidation and harassment tactics, as
13 well as making racist, xenophobic comments against me.
- 14 4. Determine why I am under surveillance by the police – and put an end to it.
- 15 5. Get redress from the Leasehold Valuation Tribunal (LVT) for the traumatic treatment and financial
16 loss it has caused me to suffer by failing to perform its remit.

17 My overall objective is be reinstated to the position I was in when I received the fraudulent 'service
18 charge' demand in July 2002, and 'dared' to ask - what I consider to be a perfectly reasonable question
19 to ask: "What are you going to spend my £14,400 on?" - and leave this country, as it is no longer the
20 country I decided to make my home and committed to by taking the British nationality.

21 (NOTE: The events captured in this letter and the supporting evidence are contained on my website
22 www.leasehold-outrage.com)

23 The following sections and page reference are:

Snapshots of events with the tribunal and the courts: under kangaroo courts

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1 **1 Background and events**

2 **1.1 2002 - 2006**

3 Since 1986, I own the lease on a small flat in Jefferson House, Basil Street, SW3, where I reside – since
4 2002, as ‘a prisoner’.

5 While the owners of the block hide behind a plethora of offshore ‘off-the-shelf paper companies’ that
6 appear, disappear, are reshuffled at the drop of hat (making it impossible for me to exert my statutory
7 right to know who controls my home), it is abundantly clear from very comprehensive ‘black on white
8 evidence’ that the key driver of activities is Mr Andrew David Ladsky.

9 Within two years of “*Jefferson House Ltd*” and “*Steel Services Ltd*” taking over the block in 1996-97, it
10 became evident that a major scam was being set-up. Among others, it included planning applications to
11 build a massive penthouse flat that spans the whole block, and for major alterations to the block, as well
12 as two bogus “*notices of first-refusal*”.

13 With the aim of silencing opposition, Mr Ladsky’s preparations included, from the end of 2000, ongoing
14 persecution of the person running the residents association. He succeeded in his ploy, as the person left
15 the block one year later. It led to the demise of the residents association as, when I tried to take over, I
16 was, likewise, immediately subjected to ongoing harassment (e.g. anonymous phone calls, objects
17 thrown at my windows in the middle of the night, etc.) and, on one occasion, assault by Mr Ladsky.

18 Having ‘cleared the field’, in July 2002, Mr Ladsky’s ‘managing’ agents, Martin Russell Jones (MRJ),
19 comprising among others of Mr Barrie Martin, FRICS, and Ms Joan Hathaway, MRICS, issued an –
20 unsupported – ‘service charge’ demand of £736,000 – falsely claiming that it was solely for “*repair and*
21 *maintenance works*”. On an individual basis, the demands ranged from £14,400 (mine was for this
22 amount) to £64,500.

Overview
1

23 Three weeks after sending the demand, Ms Hathaway filed an application in the LVT to determine the
24 “*reasonableness of the global sum demanded*” i.e. the £736,000.

25 However, we, leaseholders, were not informed of this by the tribunal, nor MRJ - leaving the field clear to
26 bully us and intimidate us into paying the ‘service charge’ demand. The (typical residential leasehold
27 sector) fear tactics included the threat of proceedings by Ms Hathaway, followed by a repeat of this threat
28 by Mr Ladsky’s solicitor, Mr Lanny Silverstone, Cawdery Kaye Fireman & Taylor (CKFT) - to which was
29 added the threat of immediate forfeiture (taking possession of my flat) and “*contacting [my] mortgage*
30 *lender*” unless I “*immediately*” paid the sum demanded.

Overview
2

31 Faced by continuing challenges and objections from the leaseholders, two months after filing the
32 application in the LVT, the signal was given to the tribunal to contact the leaseholders. However, to limit
33 opposition and rapidly gain rubber-stamping of the sum demanded:

34 1. (As was admitted by the tribunal’s clerk to the Chair on the first day of the hearings, and came to light
35 on another day of the hearings) - in blatant breach of their rights:

36 a. “*not all the leaseholders were contacted*”

LVT # 1.3

37 b. Only “*some*” of those contacted – of which I was *not* one - were *apparently* supplied with a copy
38 of the appendices supplied with the application, which included a partially costed version of the
39 works, as well as a lease containing a clause that amounts to saying “*Give your cheque book to*
40 *the lessor who will write himself a cheque for an amount of his choice*” - falsely claiming that it
41 was representative of all the leases in the block.

42 2. The tribunal waited another two days to inform the ‘selected’ leaseholders of a pre-trial hearing
43 scheduled on 29 October 2002 – barely giving them a 10-day notice. As many lived overseas, it
44 ‘ensured’ a low turn out.

LVT #
1.1

1 3. Although the tribunal had been in possession of the partially costed version of the works since early
2 August 2002, neither the Chair, nor the Clerk, said anything when we, leaseholders, were all
3 clamouring for a copy during the pre-trial hearing.

4 At the pre-trial hearing (at which were also in attendance Mr Andrew Ladsky, his surveyor, Mr Brian
5 Gale, MRICS, Ms Hathaway and Mr Martin of MRJ), we, leaseholders, were specifically told by the
6 tribunal to NOT pay the service charge demand until the tribunal had issued its determination. In support
7 of this, we were given a booklet relating the outcome of the Court of Appeal case Daejan Properties v.
8 London Leasehold Valuation Tribunal *“LVTs only have the jurisdiction to decide the reasonableness of
9 disputed service charges **that are still unpaid**”* (emphasis as per booklet).

LVT # 2

10 In spite of this - one month later, on 29 November 2002 - CKFT filed a claim against me and 10 of my
11 fellow leaseholders (representing a total of 14 flats) in West London County Court (WLCC) claiming from
12 us the full amount demanded in the July 2002 ‘service charge’ demand.

13 Filing of the claim had the intended effect of scaring off my fellow leaseholders, as I ended-up being the
14 only leaseholder at the tribunal hearings – except on the last day when the legal representative of
15 another leaseholder turned up.

16 As soon as I received the claim, I wrote to WLCC informing it of the action through the tribunal, copying it
17 on *“Steel Services’* application, and suggesting that the court action be stayed. I also contacted Mrs
18 Siobhan McGrath, President LVT, copying her on the WLCC claim, and asked what action the LVT was
19 going to take in light of the conflict with the jurisdiction of the LVT. I repeated this again a few days later
20 with WLCC. Over the following 18 months, I sent a further six letters to the courts (as with the others, all
21 recorded / special delivery) communicating the action in the tribunal - including copying the tribunal on
22 some of my letters and enclosures to the court, and vice versa. All in vain!

23 Indeed, in spite of being made aware of this abuse of process of court (a view endorsed by lawyers
24 representing some of my fellow leaseholders), WLCC nonetheless allowed CKFT to continue with the
25 court action – being instrumental in making seven leaseholders pay for the works *before* the tribunal had
26 issued its determination, in June 2003. It included WLCC issuing judgement/s and charging order/s
27 against my fellow leaseholders. To the very end, WLCC, as well as Wandsworth County Court continued
28 to ignore the evidence they were supplied with – having ears and eyes only for Mr Ladsky’s puppets.

29 Furthermore, WLCC:

30 i) proceeded with the claim in the absolute knowledge that, contrary to the particulars of claim, the
31 lease supplied with the claim was *not “representative of all the leases”*;

32 ii) (in my non-lawyer opinion) in proceeding with the claim, WLCC also committed a very serious breach
33 of Civil Procedure Rules (CPR) (Part 22) as the statement of truth was signed by Ms Hathaway and
34 *“A managing agent who manages property...for the party cannot sign a statement of truth...
35 Consequence of failure to verify... a party may not rely on the contents of a statement of case as
36 evidence until it has been verified by a statement of truth”*. (I only discovered this afterwards).

37 In June 2003, the tribunal issued a very damning report. However, it failed to perform its remit – which it
38 stated as *“The application to the Tribunal is in accordance with Section 19(2B) of the Landlord and
39 Tenant Act 1985. The application is for the Tribunal to determine the reasonableness of the
40 refurbishment and repairs work proposed by the applicants at a cost of £736,206”* – as it failed to provide
41 a summary of the impact of its determination on the global sum demanded.

LVT #
4.2

42 The head of the LVTs, Mrs Siobhan McGrath, twice refused to include a summary of the tribunal’s
43 decision – leaving me with an open-ended report that had cost me £30,000, including £1,800 to my
44 surveyor to determine the impact of the determination on the sum demanded - and over which I ended-
45 up battling with CKFT over the following 12 months, including in WLCC.

LVT # 7

1 Based on my (RICS accredited) surveyor's assessment, the outcome of the determination was a
2 reduction of nearly 70% of the sum demanded, down to £235,947 (plus the contingency fund of £142k).

LVT # 4

3 The tribunal's non-performance of its remit, in addition to the fact that the summary of the case captured
4 on the tribunal's public database is factually inaccurate – 'very conveniently' - makes it impossible for
5 other leaseholders to challenge the service charge demand.

6 Of course, "Steel Services" did not implement the LVT determination. I kept repeating this to WLCC but –
7 was ignored. I also communicated this to Wandsworth County Court – and was likewise ignored.

8 Nine months after the tribunal's report, in her 26 March 2004 letter to "All Lessees", Ms Hathaway wrote
9 "Due to excessive delays in collecting the contributions from all lessees (NB: A lie) we have to inform you
10 that it has been necessary to commence renegotiations with the original contractor and other
11 contractors".

12 The next communication was dated 2 August 2004 - the day the last valiant leaseholder capitulated in
13 Wandsworth County Court (suffering injustice). In this letter, Mr Barrie Martin announced the
14 appointment of a *new* contractor, Mansell Construction Services – and stated "At this stage we will not
15 require further monies from you as the contract sum of £513,656.70 plus VAT will not at the present time
16 exceed the original lowest estimate". In fact, the addition of VAT plus the 11% 'management' fee brings
17 the total "at this stage" to £669,937 - making this just £66,269, or 9% cheaper than the quote from the
18 previous contractor - on which the LVT determination is based.

Overview
5

19 Throughout the 2002-03 tribunal hearings, Mr Ladsky's surveyors vehemently denied, including in an
20 "Expert witness" report to the tribunal that the works to the block included the construction of a
21 penthouse flat or "any other enhancements to Jefferson House". Of course, as soon as the works started
22 in September 2004, so did the construction of the penthouse flat. (At the start of the works, the
23 construction of the penthouse flat was described in a notice by Mr Gale and Mansell as "replacing
24 asphalt roofs"). (Three other flats were also added to the block).

25 Land Registry records show that the penthouse flat was sold by "Steel Services Ltd" and "Sloan
26 Development Ltd" for £3.9 million in December 2005.

27 (Based on evidence supplied by the Institute of Chartered Accountants in England and Wales) the court
28 proceedings, added to the 'conveniently' incomplete report by the LVT, mean that by the end of 2003:

29 • 9 out of the 14 flats on the 29 November 2002 WLCC claim had been made to pay the *full*
30 *amount* of the July 2002 'service charge' demand,

Overview # 3

31 • and a further 16 flats had also paid the *full amount* – equal a total of 25 flats.

32 There were 34 flats at the time. Of the outstanding flats that had not made any contribution by the end of
33 2003, practically all had either Mr Ladsky as the leasehold owner or, I conclude from my research, were
34 connected with the ownership of the block.

35 Hence, in total, **by the end of 2003, leaseholders not connected with the ownership of the block**
36 **had paid £502,000** v. the LVT's determination of £235,947 (plus the £142,000 contingency fund).

37 **However, ALL the leaseholders were defrauded on a massive scale** because Mansell Construction
38 Services was a *new* contractor, appointed two years after the original demand - without consultation.
39 **This breach of statutory consultation procedures means that the costs of the works are CAPPED**

Overview # 5

1 – for ALL the leaseholders - to the statutory limit of £250.00 (extracts from precedents ¹) Hence, at
2 most, the total sum that could be demanded of the 35 flats was £8,750.

My 19
Oct 03
Wit.Stat.

3 On 21 October 2003, day on which the witness statements were due to be exchanged “Steel Services”
4 made me an “offer” for “£6,350” v. the £14,400 originally demanded – hence, nearly 60% less than the
5 original amount (proving that the demand was fraudulent).

6 Having by then, finally admitted to myself that ‘the system’ is very heavily biased towards landlords, and
7 for the sake of my health (I had been made to go through the most horrendous hell) – against my moral
8 principles, I accepted the “offer” even, though, legally, I did *not* owe this amount. As I wrote to CKFT in
9 December 2003 “I am doing this for the sake of bringing this dispute to an end” (and enclosed payment).

10 To punish me for ‘daring’ to challenge the application to the tribunal – thereby exposing the scam - the
11 battle with CKFT and WLCC continued for another six months – eventually leading to a consent order for
12 £6,350 - endorsed by Wandsworth County Court in July 2004.

13 But, the unbelievably arrogant, highly vicious, morally depraved individuals I am dealing with are so used
14 to getting their own way through their bullying and other fear tactics that they could not leave it at that:
15 three months after the endorsement of the consent order, in October 2004, MRJ sent me an unsupported
16 invoice for £14,500 i.e. the original sum demanded in July 2002 - as though no agreement had been
17 reached and no payment received. Knowing that the invoice was bogus, I ignored it.

Overview
6

18 Three weeks later, it was followed by another demand, this time for £15,500 – likewise with no
19 supporting evidence. Knowing that it was, likewise, bogus, I also ignored it.

20 But, enough was enough. I had given in once; I was not going to give in a second time. These invoices
21 triggered my complaint to the Royal Institution of Chartered Surveyors against MRJ; to the Law Society
22 against CKFT, as well as against Piper Smith Basham/Watton, the solicitor I had used; to the Bar Council
23 against Mr Stan Gallagher, the barrister I had used; to the Institute of Chartered Accountants in England
24 and Wales (ICAEW) against the accountant, Pridie Brewster, etc.

Overview
7

25 These complaints amounted to two years of soul-destroying, endless battles with the so-called
26 ‘regulators’, watchdogs / ombudsmen, other government departments, MPs - including your predecessor,
27 Mr Michael Portillo – etc., which used up c. 1,800 hours of my life – and every single one of my ‘cries for
28 help’, my complaints resulted in what amounted to an endless stream of ‘GET LOST!’.

Doc
library

29 For example, in relation to the ICAEW, the reply was that there is “no grounds for disciplinary action”
30 against the accountant, Pridie Brewster, as “what is crucial in the decision is that the LVT stated that
31 tenants could willingly contribute towards the extra costs (NB!!!) should they wish to do so”. To which my
32 reply is: “if the leaseholders were so “willing to contribute towards the extra costs”: how come they
33 ended-up being listed on the court claim?”

34 So, there I was - the INNOCENT VICTIM OF CRIME - trapped in my flat with:

35 1. Over £40,000 of bogus invoices hanging over my head.

¹ Land Registry, ref. LR X/42/2006 - (1) Warrior Quay Management Company Ltd (2) Jomast Developments Ltd v. Others - 2007 "The LVT concluded correctly that the Appellants had not complied with the consultation provisions in section 20 of the Landlord and Tenant Act 1985 as amended. In the result, the LVT concluded that, if any service charges were payable for the year 2004/2005, the amount was limited to £250 for each of the leaseholders..."

LON/00AU/LSC/2006/0109- LON/00AU/LDC/2006/0039 “(1) the works are not covered by the 2002 “notice”, since it referred to different contractors who were instructed at a different time i.e. two years previously; (2) the consultation requirements set out in the Commonhold and Leasehold Reform Act 2002 and the Regulations made consequent upon that Act, were required to be complied with. These consultation procedures were not complied with”

- 1 2. Bogus accounts, as well as a share of service charges that had not changed in spite of the addition
2 to the block of a massive penthouse flat that spans the whole block, and three other flats.
- 3 3. A landlord and managing agents who could not 'give a damn' about breaching my lease and my
4 statutory rights – from the knowledge that they have 'carte blanche' by 'the system' to do exactly as
5 they please - without fear of sanction. **e.g. My Diary # 2.1**
- 6 4. The landlord / his accomplices subjecting me to **ongoing persecution** e.g. malicious leaks in my flat;
7 hosing of my windows in the middle of the night; electricity and heating cut-off in my flat; driving a car
8 straight at me; hounding me; ambushing me in deserted streets late at night; phone call by an
9 accomplice at my place of work telling me "Don't worry, they won't kill you", etc.

10 And **the worst part of it: I had (and still have) ABSOLUTELY NOWHERE to turn to for help** as the State-
11 controlled departments with the mandate to ensure my rights for justice, redress and protection were
12 colluding with the people who had decided they were going to steal from me – in order to pay for the
13 construction of a penthouse flat and the addition of three other flats to Jefferson House:

14 **1.1.1 The Leasehold Valuation Tribunal**

Overview # 2

15 The collusion is obvious from events.

16 **1.1.2 West London County Court and Wandsworth County Court**

Overview # 3

My 03.06.08 Witness Statement

17 In addition to very clearly considering me as a non-entity, with no rights, over a period of 20 months the
18 courts had also subjected me to horrendous and very traumatic treatment - amounting to persecution. It
19 included:

- 20 i) WLCC *wrongly* telling me, in a 21 March 2003 Order, that a Charging Order hearing concerned me -
21 and continuing to do so when challenged, maintaining the position for a week - causing me an
22 unbelievable amount of distress and anguish – as well as leading me to incur £750 of costs.
- 23 ii) WLCC *wrongly* telling me, on 31 March 2004, that a judgment has been entered against me – and, in
24 the process, continuing to treat me like dirt.
- 25 iii) WLCC ignoring instructions from the Royal Court of Justice's Citizens Advice Bureau I had
26 approached for assistance - leading me to miss the 28 May 2004 hearing. It resulted in *wrongly*
27 suspending the claim against me – when, in fact, the court knew that an agreement had been
28 reached. When I went to WLCC, a court staff initially maintained that no hearing had taken place –
29 even when I placed evidence in front of him (a letter from CKFT) that it had.
- 30 iv) Having absolute knowledge that an agreement had been reached with "Steel Services", in its 9 June
31 2004 Notice, WLCC *wrongly* informed me that I was the defendant in a trial due to take place in
32 Wandsworth County Court in August 2004 - without giving me any detail whatsoever.

33 In spite of my repeatedly challenging this - on the basis that an agreement had been reached - the
34 courts' staff continued to maintain this position over a period of five weeks - often displaying extreme
35 arrogance, a patronizing attitude and, at times, coming across as though they were enjoying my
36 anguish and distress. Eventually, Wandsworth County Court sent me a 23 July 2004 letter stating
37 that I am "*not required to attend*" – and, in the process, attempted to cover-up what it and WLCC had
38 done by treating me like an illiterate idiot.

39 To this must be added unnecessarily costing me a very significant part of my hard-earned life savings.

**See the
summa
ries for
WLCC
at the
top of
the
page**

**Summa
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WCC,
top of
page**

1 **1.1.3 Kensington & Chelsea police**

2 As my predecessor had done in 2001, in 2002, I reported to Kensington & Chelsea police (K&C police)
3 the ongoing harassment I was suffering as a result of trying to maintain the residents association. By
4 then, I was at least the fourth resident complaining to this police station against Mr Andrew Ladsky.

5 In his 23 April 2002 letter to me, Paul Webster, Detective Inspector, wrote *"No crime report has been*
6 *reported to this police borough regarding Mr Ladsky, in your letter you mention that other occupiers had*
7 *complained this may be correct, but there are no reported crimes about Mr Ladsky"*

8 I was definitely *"correct"* as, for example, when two of my fellow leaseholders reported Mr Ladsky for
9 harassment to K&C police, Ms Ayesha Salim, CKFT, stated in her identical letter to them of 11 October
10 2001 *"We are solicitors instructed by Mr Andrew Ladsky. Our client was visited by Mr D Malam from the*
11 *Chelsea Police Station...The police have investigated the allegation and have determined that it was*
12 *completely unfounded"* (NB: What a surprise!)

13 Ms Ayesha Salim followed this with her typical bullying, harassment and intimidation tactics *"The*
14 *allegation was slanderous...our client's credit and reputation have been damaged...He has suffered*
15 *embarrassment and distress. Our client requires you to compensate him in respect of the loss and*
16 *damage that he has suffered"*

17 My complaint led me to go into a lengthy, soul-destroying battle with K&C police, which I escalated to Sir
18 Toby Harris, then Chair of the Metropolitan Police Authority, in May 2002. I view the events and outcome
19 as blatantly obvious protection of Mr Ladsky. Hence, a repeat of what very clearly took place when my
20 fellow leaseholders reported him to the same police station.

21 As the 29 November 2002 court claim had failed to intimidate me into paying the fraudulent 'service
22 charge' demand, and I was exerting my rights by challenging *"Steel Services"* application to the tribunal,
23 on 3 January 2003, Mr Ladsky told me *"I am going to get you this year"*.

24 Shortly before the first day of the LVT hearing, Mr Ladsky reported me to K&C police for *"swearing at*
25 *him"*. It led Neil Watson, PC 206BS, Crime Investigator, to state, in his 27 January 2003 letter *"Of*
26 *perhaps greater importance is the fact that any further such outbursts may result in charges of*
27 *harassment being made against you, as this initial complaint has been fully recorded by the police."*

28 This was yet further evidence of Mr Ladsky being protected by K&C police as, whereas my complaint
29 and that of at least four of my fellow leaseholders do not get recorded – his complaint against me does.
30 And not only that, I - the victim - end-up being treated as though I am the criminal (breaches under the
31 Protection from Harassment Act 1997 are punishable by imprisonment), whereas the criminal ends-up
32 being treated as though he is the victim.

33 PC Neil Watson *never* replied to my letter asking for detail of the accusation against me.

34 Of course, as it did with my fellow leaseholders, CKFT immediately joined in 'on the act': Mr Lanny
35 Silverstone sent me a highly defamatory, threatening letter, dated 4 February 2003, stating, among
36 others *"Such actions as Mr Ladsky or the police may take is a matter for them"*; that its client would *"take*
37 *injunctive steps prior to other proceedings"*; that I had *"made quite improper and defamatory allegations*
38 *regarding the probity of our client..."* and that *"The due process of law is under way to claim the perfectly*
39 *proper service charges that are due from you"*. (As evidenced by subsequent events, Mr Silverstone and
40 his client, Mr Ladsky, have a very unique definition of *"perfectly proper service charges"*).

41 I had gone through absolute, sheer utter hell over the previous four years, totally ruining my life and
42 losing a large part of my hard-earned life savings challenging the fraudulent demand. Why? Because I
43 naively believed what I was told by the State: that I have rights I have the right to demand, and that there
44 is a system in place – I am paying for through taxes - I can use to exert my rights in time of need.

Overview
17

Case summary

1 Also, because I obeyed the instructions given to me by the Leasehold Valuation Tribunal to NOT PAY
2 the service charge until the tribunal had issued its determination and it had been implemented.

3 I had been well and truly conned! And, worst of all, I have suffered horrendous consequences as a result.

4 **1.2 2006 to date**

5 Having tried absolutely everything, out of utter despair, **after five years** of absolute, sheer utter hell,
6 facing a gigantic wall of 'blind eyes and deaf ears', as well as very obvious collusion between various
7 parties, in September 2006, I launched the website www.leasehold-outrage.com – hoping that it would
8 put pressure on resolving my situation - leading me to close down the site within days, at most a few
9 weeks after its launch. Overview # 8

10 In spite of my horrendous experience since 2002, I still had a tiny bit of hope of some decency, sense of
11 duty, responsibility somewhere in 'the system'. I was wrong.

12 My website triggered what I can only describe as a 'lynch mob' absolutely intent on 'making me pay' for
13 'daring' to expose the detail of my case in the public domain – and, as a consequence of this, expose
14 their / their friends' incompetence / malpractice / collusion / fraud.

15 The vendetta against me has been driven in a two-prong approach: by Mr Andrew Ladsky, and by other
16 parties piggybacking on his actions. Hence, in many ways, a repeat of what had taken place prior to the
17 launch of my website. These parties include, among others, WLCC and K&C police.

18 Having failed to get my current website Host to close my website, the actions taken against me by Mr
19 Ladsky included getting his solicitor, Mr Jeremy Hershkorn, Portner and Jaskel, to send me a malicious
20 letter, dated 16 February 2007, threatening me with "*bankruptcy proceedings*", "*forfeiture*" (taking the flat
21 from me) and "*costs*" if I failed to "*immediately pay £8,937*" - to a company I had never heard of. Overvie
w # 10

22 Ignoring my reply that I could not owe monies to a company I had never heard of, Mr Hershkorn filed a Overvie
w # 11
23 claim against me in WLCC, on 27 February 2007, for that amount, plus "*interest and costs*" – a total of
24 £10,357.

25 I knew that the claim was fraudulent – and I was proven right as, after a 16-month battle with Portner and
26 WLCC, upon receiving my 3 June 2008 Witness Statement, on 6 June 2008 "*ALL of the claim*" against
27 me was dropped.

28 The reason given is laughable as it claims that "*it was found that the demand for ground rent and service*
29 *charges served by the managing agent had given the incorrect identity and address for the landlord*".
30 Over a period of 14 months, I challenged the identity of my 'landlord' a total of **11 times** in documents to
31 Portner and to WLCC – starting with my 22 March 2007 Acknowledgment of Service. Portner # 33

32 It amounts to a part repeat of what took place with the 29 November 2002 claim when "*Steel Services*",
33 aka Mr Ladsky, did not supply a witness statement - opting instead to send me an "*offer*" for £6,350 (v.
34 the £14,400 original demand) - nearly two hours after its witness statement was due.

35 I attribute the reason for dropping "*ALL of the claim*" against me (instead of making me "*an offer*")
36 principally to the fact that I represented myself – thereby preventing the option of arriving at 'an
37 arrangement' with members of the fraternity - as had happened with the previous claim. Also, because I
38 left no stone unturned – which included relating events with the courts, the police, 'regulators', etc.

39 **This outcome provides undeniable proof that the threat of forfeiture, threat of bankruptcy**
40 **proceedings, as well as court claims – are used as TOOLS for FRAUD.** Extortion

41 Furthermore, the ploys and 'games' by Portner and WLCC in 2007-08 failed to make me cave in -
42 including failed to lead me to appoint legal 'advisers'.

1 Hence, second time round: the fear tactics had NO hold on me – which further fuelled, and continues to
2 fuel the incandescent fury against me.

3 **1.2.1 West London County Court**

Overview # 11
My 03.06.08 Witness Statement

4 If there was any doubt of collusion between the courts and Mr Ladsky's solicitors in 2002-04, events with
5 WLCC in 2007-08 provide confirmation.

6 1. WLCC proceeded with the 27 February 2007 claim in the absolute knowledge that two names are
7 given for the "Claimant", or my "landlord": "Rootstock Overseas Corp" and "Steel Services".

8 Judging by the disapproval voiced to me, in an authoritarian, hostile tone, by Deputy Master
9 Hoffman, on 30 January 2009, at the Supreme Court Costs Office Detailed Assessment hearing, that
10 I "should not have returned" the pages on which I (very clearly) highlighted the two names – I
11 conclude that my 'black on white' evidence is evidently proving to be highly 'inconvenient' to WLCC.

Overview
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12 (My reply to him was: "I receive a claim that has two names, one of which I have never hear of, both
13 claiming to be my 'landlord', and demanding that I pay over £10,000, and you expect me to not say
14 anything?" Reply (in a continuing, authoritarian, hostile tone) "You should not have done it!")

15 2. WLCC took no action when I raised the issue about the identity of my 'landlord' / ownership of the
16 last floor of Jefferson House – letting me raise it a total of 11 times - over more than one year.

17 3. WLCC *falsely* captured in the 3 April 2007 'Notice that Acknowledgment of Service has been filed'
18 that, in my 22 March 2007 Acknowledgment of Service I had stated "an intention to defend part of
19 the claim" – when in fact, I very clearly stated that I "intend to contest the court's jurisdiction"

20 This was used as one of the excuses by Mr Hershkorn, Portner, in his 1 May 2007 letter to WLCC to
21 ask for cancellation of the 8 May 2007 hearing, stating that he had "not received my defence"

22 On four occasions I asked WLCC for a corrected version of this 3 April 2007 Notice, starting on 30
23 June 2007. It was finally sent it to me on 11 January 2008 (and this was because I filed a complaint
24 with the Court Service on 13 November 2007).

25 4. WLCC waited more than one week, until 27 April 2007, to send the 19 April 2007 Order that the
26 skeleton argument needed to be filed by 3 May 2007. As this left me with just three days to do it, on
27 30 April 2007, I sent a fax to WLCC asking for an extension. In its 1 May 2007 Order - posted on 3
28 May - it gave me one extra day.

29 5. 24 hours before the hearing, I did not know why the hearing had been cancelled. On phoning the
30 court, the court staff said that he would fax me a copy of the letter the court had received from
31 Portner and Jaskel. He did not do it.

32 6. Over a period of seven weeks, in spite of my writing two letters to WLCC asking for its assistance, as
33 well as copying it on two letters to Portner – in which I kept highlighting that I had not received the
34 'claimant's skeleton argument – WLCC took no action.

35 7. The ploys and games used to cancel the 8 May 2007 hearing helped 'set-up' the hearing to a 'more
36 convenient' time, on 24 August 2007. It was presided over by Deputy Judge McGovern. In breach of
37 my statutory rights – and Government policy – he refused my application for transfer of the case to
38 the Leasehold Valuation Tribunal.

39 8. Furthermore, Deputy Judge McGovern ordered that I pay £293.70 to "Rootstock Overseas Corp" -
40 even though:

41 (i) WLCC knew that there are two names for the 'claimant', and that I had repeatedly been raising
42 this issue – including ownership of the block;

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2002-04

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- 1 (ii) WLCC was in no doubt whatsoever from the documents and enclosures I had supplied by then
2 to the court that the claim against me was fraudulent – and that I had not been supplied with the
3 information to which I am legally entitled in order to defend myself against the claim;
- 4 (iii) in breach of CPR, the 'claimant' had not served its statement of costs.
- 5 9. Having sent me a 27 September 2007 letter, in which it demanded the unjustified payment of £1,700
6 "to file a counterclaim" (I had not made, and could not have made), WLCC ignored my 2 October
7 2007 reply – and subsequent chaser letters. (Likewise, Portner and Jaskel remained silent).
- 8 WLCC's silence led me to file a complaint with HMCS 'Customer Service' on 13 November 2007.
- 9 10. In response to my complaint, to justify its 27 September 2007 demand of £1,700, WLCC manipulated
10 what I wrote in my 12 September 2007 Defence.
- 11 11. More than three months after the 27 September 2007 demand, on 7 January 2008, WLCC sent me a
12 19 December 2007 Order stating "*The Defendant having failed to comply with the Court's request by
13 letter of 27 September 2007 to pay the Counterclaim fee, the Counterclaim stands struck-out*"
- 14 12. Having absolute knowledge that I did not have the evidence - to which I am legally entitled - in order
15 to defend myself against the claim – in breach of my rights – District Judge Ryan issued case
16 management directions that did not allow sufficient time for my being issued with the information.
- 17 13. Continuing with the breach of my statutory rights, of my rights under my lease, as well as CPR,
18 District Judge Nicholson refused my 30 April 2008 application to vary the 9 April 2008 case
19 management directions that would have allowed time for me to get the information / seek an Order.
- 20 14. Following my 26 August 2008 application, WLCC fixed the Detailed Assessment Hearing for 4
21 November 2008, at 14h. When I turned up at the court, District Judge Nicholson told me that, in the
22 morning, at 10h, he had issued an Order for the case to be transferred to the Supreme Court Costs
23 Office. To my question as to why the Order was made four hours before the hearing, and more than
24 two months after I had filed the application, the answer was "*The judge made an error*". He also told
25 me that the court staff had tried to contact me in the morning. This was not true.
- 26 15. It is obvious that WLCC purposely delayed supplying the tape of the 24 August 2007 hearing for
27 several weeks – leading to my getting the transcript several weeks after I had to serve my Defence.
- 28 16. Further evidence that the WLCC staff was also in on the persecution tactics against me is that,
29 whenever I went to the court – without my saying anything - the court manager (I believe her name is
30 Debbie Woutton) would look across at the man who was 'dealing' with my file – whose desk is
31 hidden from view behind a pillar – and he would come to the counter.
- 32 To some of the above points which demonstrate 'discretionary' application of CPR by WLCC, must be
33 added:
- 34 17. WLCC accepted the 27 February 2007 claim without a copy of my lease. (Maybe this is perceived as
35 'an improvement' on pursuing the 29 November 2002 claim in the knowledge that the lease supplied
36 with the claim was not representative of my lease?)
- 37 18. WLCC accepted the 27 February 2007 claim without having the address for "*Rootstock Overseas
38 Corp*" - which WLCC evidently opted - for reasons better known to itself - to regard as the 'claimant'.
39 ("*Steel Services*" address is given as c/o CKFT)
- 40 In June 2004, I had sent a 'cry for help' to Lord Falconer of Thoroton in relation to events with WLCC –
41 and received what amounted to the typical Government reply I had by then become so accustomed to
42 receiving: the equivalent of a 'GET LOST!'

CPR 16 (7.3)

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1 Four years on, and the same arrogant, dismissive, patronizing, condescending attitude, absolving itself of
2 all responsibility and accountability prevails – with WLCC and the Court Service 'Customer Service' quiet
3 clearly closing rank following my 13 November 2007 complaint. (Since then, there have been many
4 other examples reported by the media of this kind of attitude and response by Government departments
5 – and of their horrific consequences e.g. death of children, of haemophiliacs).

6 I stated to the 'Customer Service' department that I wanted my case to be transferred to another court
7 *"So that I can exercise my rights under the European Convention on Human Rights, comprised under the*
8 *Human Rights Act 1998 for a "fair hearing" and an "effective remedy"*

9 Following a reply that did not address my complaint, I repeated the same request in a 'cry for help' to the
10 Rt. Hon. Jack Straw, Justice Secretary. Of course, nothing happened. Another 'typical Government reply'
11 followed from the 'Customer Service' department, dated 10 January 2008. (It might have been triggered
12 by my marching up and down the length of the Ministry of Justice holding a placard). The letter includes
13 the all too familiar cover-up, deceit and rejection of responsibility and accountability.

14 In my 28 January 2008 reply (on which I copied Jack Straw) I wrote *"Instead of, to this day, all of you*
15 *'aiming your guns at me', why don't you turn your attention to the rogue landlord and his equally rogue*
16 *aides who have so consistently demonstrated that they hold your judiciary in absolute, utter contempt?"*

17 On 26 January 2008, I also sent a letter addressed to *"A Judge committed to the concept of justice, c/o*
18 *of West London County Court"* asking for the transfer of the case to another court, by explaining what
19 had happened since the claim had been filed nearly one year previously – as well as in 2002-04.

20 The lack of response led me to again write to Mr Straw, on 18 February 2008, stating *"I now have no*
21 *confidence and no trust in WLCC...I am sure that any fair minded, reasonable person considering what*
22 *has taken place with this court since 2007, added to what took place in 2002-2004, would have no*
23 *difficulty understanding my position...I trust that, as Head of the Court Service, you will ensure I get the*
24 *appropriate forum to defend myself against this (second) fraudulent claim..."*. It was another waste of time.

25 **1.2.2 Kensington & Chelsea police**

See also Queen's Bench Division, my 19 Apr 11 claim against
Met Commissioner, Home Secretary and IPCC

26 In the same way that WLCC continued with its unflinching support to Mr Ladsky in 2007-08, so has K&C
27 police.

28 Having failed to get my current American website Host to close down my website in spite of ongoing
29 threats of legal action – based on scurrilous accusations against me - in March 2007, Mr Ladsky turned
30 to his 'friends' at K&C police for assistance.

31 The assistance took the form of an email, dated 16 March 2007, from Simon J. Dowling, TDC, of the
32 'Community Safety Unit' of K&C police to my website Host stating: *"Hi the above site contains some*
33 *inappropriate use of the words "pigs and monkeys" which are racially abusive terms towards Jewish*
34 *people from the Nazi's. This is directed at a particular person..."*

35 By early 2006, I had become very angry at being monitored and hounded as though I am a terrorist, as
36 well as being physically threatened - and started to use the words 'pigs and monkeys' in my online Diary
37 to refer to the scums who are doing this to me ('pigs' being the recognised, derogatory term for the
38 police). As I wrote in My Diary, on 23 August 2006 *"Visitor to the site, how would you feel if you were*
39 *subjected to this kind of treatment every single day - any time of day? Add to that threatening behaviour"*

40 Clearly with the objective of scaring my website Host into closing down my site, Simon Dowling implied
41 that I had committed a crime – without providing evidence in support, as he wrote: *"I am the police officer*
42 *dealing with this crime. I would therefore be grateful if this site could be taken down"*

43 As a result of being challenged by my website Host who asked *"Are you aware that there are laws*
44 *against making false accusations?"* in his 20 March 2007 reply, Simon Dowling backed down stating
45 *"...yes there are laws relating to false reporting...if you are unable to close the site down I will let the*

1 *victim know as there is nothing we as a police force can do except class it as a racist incident” – while*
2 *still no providing evidence in support of his accusation.*

3 Demonstrating outrageous racism and xenophobia, Simon Dowling labelled me a “Nazi” by writing in the
4 same email of 20 March 2007 *“The producer of this website is franco-german in origin and so would be*
5 *aware of the terms pigs and monkeys used during the Nazi regime”*

6 Clearly, Simon Dowling breached, among others, the MPS’s policy stated at the bottom of his email of 16
7 March 2007: *“It is the policy of the MPS that: MPS personnel...must not use MPS systems to author,*
8 *transmit or store documents such as electronic mail (e-mail) messages or attachments: containing racist,*
9 *homophobic, sexist, defamatory, offensive, illegal or otherwise inappropriate material”.*

10 It is blatantly oblivious from the fact that Simon Dowling backed down as a result of being challenged by
11 my website Host that the objective of the involvement by K&C police was to close down my website. On
12 the upside, it showed my website Host what I am facing in this country.

13 What is also very telling – in light of the implied accusation that I had ‘committed a crime’ - is the fact that
14 **K&C police did not contact me.** Instead, three days after I gave prominence to the events on my
15 website, the message that *“The police is not going to pursue it. Isn't that good news?”* was
16 communicated to me through my (then) employer, KPMG ². By then, five weeks had elapsed since the
17 20 March 2007 email.

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18 Why is it that the police did NOT contact ME about MY website: before, in between, or after its emails?

19 **2 Conclusions**

20 At every opportunity, politicians and other government representatives are keen to remind us that
21 **‘nobody is above the law’.**

22 My experience clearly demonstrates that it excludes Mr Andrew Ladsky and his aides. **Why?**

23 Indeed, by turning ‘a blind eye and a deaf ear’ to their numerous breaches of legislation, regulations (as
24 well as codes of conduct) – a number of which are punishable by imprisonment - individuals in State-
25 controlled departments (as well as non-State-controlled e.g. Law Society, RICS, ICAEW) have aided and
26 abetted their c. £500,000 fraud, which helped them generate a multi-million Pound jackpot. **Why?**

27 Furthermore, individuals in some of the State-controlled departments (as well as non-State-controlled
28 ‘regulators’) continue to help them by siding with them against me - and thereby help them retain their ill-
29 gotten gains, as well as escape being brought to justice. **Why?**

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Overview
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² ‘Apparently’ from October 2006, Mr Ladsky contacted KPMG on several occasions. ‘Apparently’ as I have only been supplied with a highly redacted copy of a 26 March 2007 letter from him to KPMG, and a few words of a conversation said to have taken place with him in February 2007. In his letter, Mr Ladsky describes me as *“displaying clinical paranoia”*; he falsely claims that: I used KPMG’s IT equipment to work on my website; that my website contains anti-Semitic comments and that the *“police is dealing with a racist incident”* (K&C police had backed-down six days before his letter); highlights my criticisms of the ICAEW i.e. KPMG’s ‘regulator’, and describes my website as a *“HATE site”*

Given KPMG’s strong ties with the Government, including some of the parties covered on my website e.g. it was *“engaged on a non-competitive basis to help design the high-level structure and business model for the new ministry [of Justice], including Board-level roles and responsibilities... and implementation”*; it likewise undertakes projects for the police - Mr Ladsky’s accusations against me were seized upon as a golden opportunity to take revenge for my exposing the detail of my case on my website: from February 2007, I started to suffer ongoing victimization - leading me to resign in January 2008. I had been at KPMG since 1997. (KPMG’s accusations against me include *“emotional”* and *“ranting”*. I note with interest from press articles, in February 2009, that the HBOS whistleblower was also described in a KPMG report as *“emotional”* and *“ranting”*)

Overview
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1 In the process, I have and continue to be subjected to the most horrendous, inhumane treatment,
2 breaching / denying me many of my statutory rights – including Human Rights – suffering harassment,
3 bullying, victimization, abuse, blackmail, intimidation including being physically threatened, defamation of
4 my name and character, being monitored and hounded like a terrorist. **Why?**

5 What gives Mr Andrew Ladsky and his aides the right to control the authorities by getting them to deny
6 me my rights - thereby helping them with their fraudulent activities? As a British taxpayer (who has so far
7 paid c. £500,000 in tax in this country) - and victim of their criminal actions – I have the right to know.

8 To be the victim of crime is one thing. (There are criminals everywhere). But to be victimized and
9 persecuted by State departments with the mandate to ensure my rights for justice, redress and protection
10 (which, as a taxpayer, I am entitled to expect), and see these departments side against me with the
11 perpetrators - is absolutely outrageous.

12 I must say that this administration has sunk extremely low, and every day brings fresh evidence of this
13 e.g. today's media reporting allegations that it colluded with other governments in the alleged torture of
14 Mr Binyam Mohamed – letting other governments do its dirty work.

15 Prior to launching my website I was victimized and persecuted for 'daring' to stand-up for my rights by
16 challenging the scam by Mr Ladsky and his aides, refusing to pay monies I did not owe - and for 'daring'
17 to challenge and stand-up against the infrastructure supporting them.

18 Post launching the site, I am being persecuted by the same parties, for the same reasons - and for
19 'daring' to expose the detail of my case on my website and, as consequence of this, various parties'
20 incompetence / malpractice / collusion / fraud.

21 **Whose fault is it? It certainly is not mine.**

22 Those responsible for the existence of my website are first and foremost Mr Ladsky and his aides who
23 opted for revenge instead of accepting closure when I finally opted to ignore the direction given to me by
24 the Leasehold Valuation Tribunal to NOT PAY until its determination had been implemented – and took
25 the 'big step' of backing down on my rights - by accepting the 21 October 2003 "offer".

26 The other parties responsible for my website are those with the mandate to protect me and help me get
27 redress from Mr Ladsky and his aides as, over the *five years* of absolute, sheer utter hell I went through
28 prior to launching my website - through their endless 'get lost!' – 'they' very clearly communicated to me
29 that 'they' would not lift a finger to help me.

30 **Hence, they are persecuting me for their wrongdoings.**

31 Furthermore, instead of addressing the situation, leading me to close down my website, their massive
32 arrogance, sense of power and belief of superiority led them to decide that 'they' were going to punish
33 me, 'make me pay' for 'daring' to continue fighting for my rights – because of who I am: a woman; of
34 foreign origin; on her own; with limited financial means and no influential connections = an easy target for
35 gutless, spineless individuals with no honour.

36 As I keep fighting back, defeating the ploys and attacks, the fury and hence revenge against me grows
37 stronger by the day – as does the number of parties only too keen to join the 'lynch mob'.

38 The horrendous, very traumatic, absolute sheer utter hell I have and continue to be subjected to since
39 2002 stems from State-controlled departments failing to perform as per their mandate – in spite of asking
40 me, the taxpayer, to pay for their remuneration package, pensions, cars, expenses, etc.

41 Their failure to perform as per their mandate has resulted in totally ruining my life since 2002; losing a
42 very large part of my hard-earned life savings, built through making many sacrifices – for the sake of
43 ensuring financial security in retirement.

1 And, with KPMG opting to jump on the bandwagon, has cost me my job. Because of my experience at
2 KPMG that has hurt me very deeply (I held KPMG in very high esteem, 'on a pedestal', and therefore feel
3 betrayed, and unable to ever trust an employer in this country), as well as my age - it leaves me with no
4 prospect of finding another job.

Overvie
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5 Outcome: I am currently facing the rapidly advancing prospect of destitution and death on the pavement.

6 Five years ago, I wrote to the Parliamentary Ombudsman *"Maybe my tombstone will read: "She died
7 because the British government opted to not only turn a blind eye and a deaf ear, it actually helped a
8 greed-ridden bunch of people who wanted to make her pay for a penthouse flat and enlargement of flats
9 on 4 floors – all in the name of the leasehold system. She fought for all she had: a flat which was going to
10 be her pension fund". What an epitaph!"*

11 **Why** is that I - a 'model citizen' - decent, law-abiding with moral principles and integrity; a net contributor
12 to this country, who had been giving my whole to my employer; had, until 2002, i.e. in my previous 35
13 years in this country, never set foot in court, nor had any dealings with the police; have an impeccable
14 credit record, etc. - **am currently facing this destiny?**

15 **I have done NOTHING WRONG. I am NOT the criminal. I AM THE VICTIM OF CRIME.**

Case summary

16 Yet, since 2002, EVERYWHERE I have turned to for help, my rights have been denied and, in the
17 process, I have usually been treated like dirt, a non-entity, often as a liar / a deceitful person – and as a
18 criminal, while the criminals are treated as though they are the victims. **Why?**

19 In 2006, I wrote to Mr Michael Howard, then Leader of the Conservatives *"It fills me with utter disbelief to
20 see what 'the system' is prepared to do to help a rogue landlord build a penthouse flat at the cost of
21 lessees and further increase his financial gains by getting flats cheaply as a result of extortionate service
22 charges. At the end of the day, this is the essence of it"* (I did not receive a reply).

23 Sir Rifkind: I am counting on you to help me get justice and redress. I am not looking for favours – just for
24 the rights I have been told I have the right to demand.

25 Thank you.

26 Yours sincerely,

27 Noëlle Rawé



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