

MARTIN RUSSELL JONES

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**EVIL, CRIMINAL VERMIN - LED BY ANDREW DAVID LADSKY,
actively protected and assisted by the British State**

= Barrie Martin,
FRICS

BRM/JJ

2 August 2004

To all Lessees of
Jefferson House
11 Basil Street
London SW3

	(15 July 02)	Now
Sum	564,467.00	513,656.70
VAT	98781.73	89,889.92
Fees (11%)	62,091.37	56,502.24
VAT on fees	10,865.99	9,887.89
Total	736,206.08	669,936.75

BACKGROUND

NOTE 1

Dear Lessee/s

Difference £66,269.33

Jefferson House, Basil Street, SW3

We are pleased to inform you that following negotiations with various Contractors the proposed works to the exterior and internal common parts of the building are due to start on 16 August 2004.

NOTE 2

It is the intention of our clients to award the contract to Mansells plc who are the lowest of 5 tenderers and who are a well known national builder capable of carrying out a contract of this size. At this stage we will not require further monies from you as the contract sum of £513,656.70 plus VAT will not at the present time exceed the original lowest estimate.



As in all such works involving, in particular, the erection of scaffolding, we advise you to inform your contents Insurers of when the work is due to start adding that you will inform them again when completed. You must also make access available at all reasonable times to the builders upon notice for the purposes of refurbishing and redecorating your windows and doors.

Not subsequently contacted on this

The work includes the repair of brickwork which is spalled or otherwise defective and during this operation you should keep the windows of your flat closed. When painting is due the windows need to be left open to enable all edges to be painted.

If you are not a full time resident at Jefferson House or if the property is tenanted then we suggest you leave keys with the porter who will liase with the site agents as necessary. We must point out that any delays in the contractor obtaining access to your property to carry out his work could result in a claim for extras being made against our clients and they in turn, with regret, would need to pass this on to you. Clearly we are extremely anxious to avoid such a situation and would therefore be grateful for your full co-operation. You should also inform your sub tenants of the foregoing and ask them to co-operate fully.

See in this pack, the 10 HOUR NOTICE

2.

We are sure that you will be very pleased that these much needed works are now about to start. Inevitably there may be some inconvenience from time to time for those living or visiting the premises but this will of course be kept to a minimum. You are asked to co-operate with the contractors to ensure a first class job. Please pay particular attention to matters of safety.

NOTE 3

Yours sincerely

See attached photos for the 'concern' about "safety"

Martin Russell Jones

For and on behalf of
MARTIN RUSSELL JONES

30th June 2005

- Found this note
under my door
on my return at
22^h 30.

Flat 3

- Hence, giving me
A 10 hour notice.

(The works were
started 11 months
Ago in August 2004!!)

Dear Ferment

We need access to your flat

||
• tomorrow morning to change your handset.

Your intercom will not work unless
we do this as there is a new system
being installed.

Please contact me on:

07834032222

before you go to work.

Thank You

Paul

Porter

Stairs to / from my flat at 9 October 2005 (See Photo Gallery for evidence of date)



A BLATANT FRAUD BY THE LADSKY LYING ORGANISED CRIME RACKETEERS

1 Background

1.1 Repeated denial of the intention to build a penthouse – and THE REALITY

A planning application to build a penthouse at Jefferson House was renewed on 13.11.01.

Joan Hathaway, MRICS, MRJ

In her correspondence, she **KEPT DENYING** the intention to build the penthouse:

- 26.03.02, to me: "*Your suggestion that the appointment of professional advisors is in any way connected with any planning application is incorrect*"
- 30.08.02, to me: "*We are informed that there is no intention to build the penthouse at the current time*"
- 04.03.03 letter to Brian Gale, copied to the London Leasehold Valuation Tribunal: "*...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*"

Brian Gale, MRICS

- In his 02.02.xx 'condition survey' of Jefferson House, Ladsky's surveyor, Brian Gale, had pages upon pages discussing the "*need to repair / replace parts of the asphalt roof*".
- In his 13.12.02 "*Expert Witness*" report to the London LVT, under Section 4 -1.4, he wrote: "*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*"

How the "**repair**" rather than "**renew**" (Brian Gale's 02.02.xx 'condition survey') ACTUALLY translated?: **the WHOLE ROOF was DEMOLISHED in order TO BUILD A PENTHOUSE** – which Brian Gale – Mansell Construction Services, in their 04.11.xx "*Description of works*" described as "**REPLACING ASPHALT ROOF**": Major works ; Photo gallery



Back of Jefferson House – **July 2002**



Back of Jefferson House – **September 2005**

1.2 The previous FRAUDULENT demands and West London County Court claim

In her [07.06.01](#) letter, [Joan Hathaway, MRICS, MRJ](#), wrote: "At present, there is approximately £125,000 in the Reserve Fund, but in view of the scope of works required to be carried out it is anticipated that this sum will be inadequate to meet the costs. This means that...a notice will be served on you giving details of the **additional payment required from you...**"

6 months LATER, in her [21.12.01](#) letter to the Jefferson House leaseholders, she wrote: "**We have to state that the sum quoted may be exceeded due to disbursements but these will be of a minor nature. Sufficient funds are held to cover the cost of the works within the Reserve Fund**"

6 months AFTER that, in 'her' [15.07.02](#) - TOTALLY UNSUPPORTED, because FRAUDULENT demand ([LVT # 4](#) ; [Sale of apartment](#) ; [OVERVIEW # 3](#)) - 'she' was asking for £736,200 (US\$882,000) - £14,400 (US\$25,400) from me in 'her' [17.07.02](#) 'invoice'.

As this demand, not surprisingly, caused a 'mini-revolt' among the leaseholders, 3 weeks later, [MRJ-'Steel Services = Andrew Ladsky - FILED a 07.08.02 application in the London LVT to "determine the reasonableness of the global sum demanded" i.e. the £736,200.](#) (Due to conniving and collusion between the [tribunal](#) and [Ladsky](#), we, leaseholders, were ONLY informed of this application, more than 2 months later – see [OVERVIEW # 2](#))

At the [29 Oct 02 LVT pre-trial 'hearing'](#) ([LVT # 1](#)) we (i.e. I and other leaseholders) were asked by the Chair whether we had already paid the 'service charge' demanded in the 15 Jul 02 letter. We all replied that we had NOT because we had not been supplied with details of costings - at the time of the demand, nor since - hence, in breach of our statutory rights under [s.20 of the Landlord & Tenant Act 1985](#) and, indeed, of our [Lease](#).

At this point, we were specifically told that, **if we paid, the Tribunal would NOT be able to help us** - in other words: the Chair told us to **NOT pay** the 'service charge' **UNTIL** the tribunal had issued its report - AND **it had been implemented**.

To reinforce this point, we were handed a leaflet '[Applying to a Leasehold Valuation Tribunal - service charges, insurance, management](#)' which, on **page 5** states the following: "...a recent Court of Appeal case ruling (*Daejan Properties Limited v London Leasehold Valuation Tribunal*) determined that **LVTs only have the jurisdiction to decide the reasonableness of disputed service charges that are still unpaid...**" (NB: bold type face as per the leaflet)

THE 'DON'T PAY' MESSAGE COULD NOT HAVE BEEN ANY CLEARER.

As can be seen from the [29.10.02](#) tribunal's directions, [LADSKY, HATHAWAY et.al.](#) were also PRESENT.

Of note, in reply to my [17.10.02](#) letter asking whether he was aware that his client had filed an application to the tribunal, in his [21.10.02](#) letter, [Lanny Silverstone, CKFT](#), confirmed that HE KNEW about it.

IN SPITE of knowing this, the [evil, racketeering mafia](#) nonetheless FILED a [29.11.02 claim in West London County Court, against me and 13 other apartments](#) (hence, nearly half, as there were then 35 in the block – some with [Ladsky](#) as the lessee: [Owners identity # 4](#)) – **for the FULL AMOUNT demanded in the July 02 demand.** ([West London County Court](#) repeatedly ignored

my 7 letters, over a period of 7 months, that an abuse of process was taking place: [OVERVIEW # 3](#))

1.3 The outcome of the June 2003 LVT findings, was a reduction of £500,000 in the sum demanded

My belief that the demand was FRAUDULENT was vindicated, as **the original sum demanded of £736,207** (US\$1.3m) **was reduced by £500,000** (US\$882,000) (including the contingency fund of £144k) **i.e. nearly 70% less** ([LVT # 4](#)).

This is based on the assessment of my (RICS) surveyor as, while the [17.06.03](#) LVT report (ref LVT/SC/007/120/02) is a fair representation of what took place, **because it was 'most inconvenient' for 'Dear Mr Ladsky' (not to mention the WLCC judges** who had been issuing Orders: [OVERVIEW # 3](#)) - in breach of its statutory duty - at the 11th hour, the LVT panel made a U-turn - by NOT including a summary of the impact of its findings on the global sum demanded of £736,200 ([Overview # 2](#)).

The fact that it was its duty to do so is stated under para.1 of its [17.06.03](#) report ([LVT # 4, # 6](#) ; [Brian Gale # 6](#)). (It subsequently REFUSED my repeated demands to address this major failing: [LVT # 7](#))

2 NOTE 1

2.1 As the above tribunal's findings 'did not suit' Ladsky – they were NEVER implemented – and led to more LIES from the mafia

Having endorsed the [29.11.02](#) claim with a [Statement of Truth](#) (above), 2 weeks previously, against 14 apartments, in 'her' [16.12.02](#) letter [Joan Hathaway, MRICS, MRJ](#), wrote: "...**the tenants in the block, the vast majority of whom have paid...**" - followed by 'her' [04.03.03](#) letter: "**5 people have not paid**"

As captured under **para.50** of the [17.06.03](#) report by the [London LVT](#):

"A letter from Mr Ladsky, the lessee of flats 34 and 35 [Owners identity # 4] dated 28 April 2003 stated: "31 or 32 of the 35 tenants have paid their contribution towards the major works. They are, therefore, in agreement with both the scope and cost of the proposed refurbishment" (**SATANIC VERMIN**: his above [29.11.02](#) claim, etc.)

1 YEAR LATER, Joan Hathaway was singing an entirely different tune, in 'her' [26.03.04](#) letter to "ALL Lessees": "**Due to extensive delays in collecting the contributions from all (NB!!!) lessees...**"

REASON? The LVT findings were 'highly inconvenient' for '[Dear Mr Ladsky](#)' - who 'needed' the money to make [his multi-million £ jackpot](#).

In breach of leaseholders' rights - **the racketeers NEVER implemented the findings** - greatly assisted by the [London LVT](#) DELIBERATE failure to include a summary of the impact of its findings on the global sum demanded (above)...

...leaving the door wide open to the mafia to send the attached 2 Aug 04 letter – that VERY CLEARLY – did NOT take the findings into consideration.

In this letter, [Barrie Martin, FRICS](#), claimed that the cost for "[the works](#)" were "[£513,656.70 + VAT](#)" - FAILING to mention the addition of an 11% management fee. The addition of the management fee + VAT brought the total to [£669,936](#) (US\$1.182m)...

... - thereby [making a difference of only £66,269](#) (US\$117,000), or 9% less than the [15.07.02](#) demand of £736,200 (US\$1.3m) that was the subject of the [07.08.02](#) Application to the [London LVT](#) - that resulted in a 70% reduction: [LVT # 4](#) ; [MRJ # 13 , # 17](#)

Contrast that also with the above [21.12.01](#) letter that asserted: "[Sufficient funds are held to cover the cost of the works within the Reserve Fund](#)"

This 2 Aug 04 letter was sent:

- ON THE DAY the last valiant leaseholder on the [29.11.02](#) claim capitulated in [Her Majesty's Wandsworth County Court](#) - [on terms](#) which suggest that he was, likewise, ripped-off ([WCC # 2](#) ; [WLCC # 14](#)) - (IN SPITE of the evidence against the claim, I had also supplied to this court: [WCC # 1](#))
- HENCE: by the time [Ladsky](#) had, through [his gang of racketeers](#), secured as much money as possible from [the claim](#) = A LOT! [29.08.06](#) letter from the [ICAEW](#).

OF NOTE:

Having stated in her (above) [07.06.01](#) letter that '[the sinking fund WOULD BE USED](#)', in 'her' (≡ [Ladsky](#)) letters, 'Hathaway' wrote:

- [16.12.03](#) to me: "[the existing fund is to be kept in reserve for potential future expenditure](#)"
- [04.03.03](#) to [Brian Gale](#), the following, OUTRAGEOUS argument: "[The sinking fund has not been utilised to contribute to the cost for the works as sums would be insufficient to cover the cost of the contract](#)".

Under para.63 of its [17.06.03](#) report, the [London LVT](#) disagreed with the refusal to use the fund, stating:

"The wording of the clause relating to the contingency or reserve fund in the lease is unambiguous. It refers to costs expenses and outgoings "not being of an annual recurring nature", and as such surely envisages the type of works proposed at the subject property. Although the tribunal has no power to order the Applicant to make payments from the contingency fund, the Tribunal considers it inequitable that this fund should not be used in part to fund the works, and cannot accept Mr Warwick's contention that to divest or reduce the contingency fund would be "wrong"."

[Ladsky](#) TOOK the contingency fund into consideration in his [21.10.03](#) 'offer' to me for [£6,350](#) (US\$9,900) (v. the £14,400 demanded in the [17.07.02](#) 'invoice'; [29.11.02](#) claim, and [Particulars of claim](#) filed in [West London County Court](#) – preceded by the [07.10.02](#) threat of forfeiture) (seizing my apartment) if I failed to pay immediately the £14,400 demanded)

The reason he did: because I flagged-up the [07.06.21](#) letter from [Hathaway](#) e.g. [para.26](#) of my [19.10.03 Witness Statement](#) ([19 Oct 03 Wit.Stat](#)) ('my' advisors [Piper Smith Basham\(Watton\)](#) and [Stan Gallagher](#) batted for [Andrew Ladsky](#): [my Comments to the 13.11.03 reply to 'the offer'](#))

IN BREACH OF MY FELLOW LEASEHOLDERS' RIGHTS, the contingency fund (among other) was NOT taken into account in the demand from them: 29.08.06 letter from the ICAEW : OVERVIEW # 3 ; West London County Court # 6 , # 8 , # 9 ; Pridie Brewster # 2 , # 3 , # 18)

NOTE also para.64 of the 17.06.03 LVT report "...**the Respondent and other tenants (NB !!!) could not be forced to contribute in the case of improvements and / or works not determined as reasonable by the Tribunal**"

(See [Pridie Brewster # 18](#) for my reply to the ICAEW who attempted to use this as 'justification' for "the extra payment")

3 NOTE 2

(To avoid opposition) **Mansell Construction Services** was appointed WITHOUT going through the legally required consultation procedures.

It meant that the demand from EACH of the apartment in the block should have been capped at £250 (US\$441). Hence, the MAXIMUM AMOUNT that could be demanded of the then 35 apartments, was £8,750 (US\$15,429) - v. the £500,000 (US\$882,000) that was PAID - and KEPT ([OVERVIEW # 5](#) ; [Pridie Brewster: # 2 , # 3 , # 8 , # 10 , # 17 , # 18 , # 19](#) ; [EXTORTION](#)) (Examples of precedents under [My Diary 6 May 08](#))

4 NOTE 3

THE NERVE OF THAT MAFIA!

The one who must have been over the moon was **CRIMINAL VERMIN ANDREW LADSKY** who could start seeing the £ signs from [his multi-million £ jackpot](#).

Note as well that "**the works**" had been described as "**URGENT**" – starting **2.5 years previously: 30.01.02**, to me ; **26.03.02**, to all ; **26.03.02**, to me.

5 The 04.08.04 letter from Barrie Martin, FRICS, MRJ

In 'his' (= [SATANIC VERMIN LADSKY](#)) **04.08.04** letter, Barrie Martin, FRICS, **accused me of being "the cause of the proceedings in the London LVT"**. Contrast this OUTRAGEOUS claim with the Background notes, above.

I replied in a letter dated [11.08.04](#).

THESE PEOPLE EPITOMIZE THE DEFINITION OF SATANIC, CRIMINAL VERMIN

6 The Royal Institution of Chartered Surveyors DISMISSED ALL of my 02.02.05 complaint against MRJ

In my [02.02.05](#) complaint against [MRJ](#) to the [RICS](#), I discussed the 2 Aug 04 letter, under: headers 12.1 , 1.1.1.27.3 (pg 7) , 1.1.1..29. 1 (pg 7) , 1.1.1.35.3 (pg 9) , 1.1.1.41.2 (pg 10) , 1.1.1.51 (pg 11) and para.250 - as well as many of the others covered in these Comments.

IN SPITE of the unbelievably DAMNING evidence, the [RICS](#) DISMISSED ALL OF MY COMPLAINT: snapshot under [OVERVIEW Note 5](#)

For subsequent events: see [OVERVIEW](#), including my [03.06.08](#) Witness Statement.

As [the criminal, vermin mafia](#) KNOWS it does NOT have to fear sanction from its so-called 'regulators', or from ANYWHERE ELSE in the British State – including, 'of course', [Her Majesty's police that prefers to criminalize the victims of the criminals – instead of the criminals](#) – it has, 'of course' continued to send me FRAUDULENT upon FRAUDULENT demands – see [Martyn Gerrard](#), the successor in the [Ladsky's stable of racketeers](#) to Martin Russell Jones.

Consider that these demands are made, in the context of the fact that, in breach of [Clause 2\(2\)\(g\)\(i\) of my Lease](#) - **I have NOT been provided with accounts for Jefferson House since 2004**. Given that what is produced are works of fiction ([Pridie Brewster](#); my [04.10.11](#) response to the GLA survey on service charges, and [my analysis](#) – [My Diary 6 Oct 11](#)), it could be argued that it makes little difference.