

MARTIN RUSSELL JONES

My 02.02.05 complaint against MRJ to the RICS was, of course, DISMISSED! + in 2010 - snapshot OVERVIEW Note 5

Premier Suite 115,
Premier House,
112 Station Road,
Edgware,
Middlesex, HA8 7BJ

CHARTERED SURVEYORS

Telephone: 020 - 8731 5880
Fax: No: 020 - 8731 5888
e.mail: management@m-r-j.co.uk

**Ms N Dit-Rawe
Flat 3 Jefferson House
11 Basil Street
Knightsbridge
London
SW3 1AX**

*(Took delivery
on 13 July.)*

REF: ROOT/03
DEMAND NO 37752
DATE **9 Jul 2010**

For the purpose of section 48 Landlord & Tenants Act 1987 the address in England & Wales at which notices (including notices in proceeding) may be served on the Landlord by the Tenant is:
Rootstock Overseas Corp, c/o Martin Russell Jones, Suite 115, Premier House, 112 Station Road, Edgware, ,

Ref: Jefferson House Flat 3

**= BREACH of FRAUD Act 2006; Theft Act s.17 False Accounting, etc.
See MY COMMENTS**

From	To	Description	Due
	-	Brought forward balance	24,002.35 *
14 Apr 2010	- 8 Jul 2010	Electricity charge per attached letter	32.07
			24,034.42
		Balance to pay:	£24,034.42

* **No supporting evidence**

(Last communication received 'from' MRJ was 1 March 2007 invoice) (preceded by 27 Feb 07 claim that terminated in 6 June 08 discontinuance)

Please make cheques payable to Martin Russell Jones for the amount of £24,034.42

OF COURSE!

MARTIN RUSSELL JONES

Premier Suite 115,
Premier House,
112 Station Road,
Edgware,
Middlesex, HA8 7BJ

CHARTERED SURVEYORS

Management Department
Telephone: 020 - 8731 5880
Fax: No: 020 - 8731 5888
e.mail: management@m-r-j.co.uk

- ~~sent~~ with 9 July 10 invoice
- Received on 13 July 10

Ms. N Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3

Dear Ms. Dit-Rawe

3 JEFFERSON HOUSE, 11 BASIL STREET, LONDON, SW3.

Please find set out below the electricity charges now due for the period 14.04.10 to 8.07.10 in respect of the above property.

ELECTRICITY:

Previous Reading	Present Reading		Difference
41079 Units	41161 Units		82 Units
Therefore:	82 units at 13.7 pence per unit	=	£11.23
	Standing Charge - 86 days @ 24.23p	=	£20.84
			<u>£32.07</u>

Please can you make your cheque payable to MARTIN RUSSELL JONES and remit to the above address.

Yours sincerely

MARTIN RUSSELL JONES

SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

SERVICE CHARGES – SUMMARY OF TENANTS' RIGHTS AND OBLIGATIONS

1. This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
2. Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvement, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
3. You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine –
 - who should pay the service charge and who it should be paid to;
 - the amount
 - the date it should be paid by and

NOT liable under my Lease

However, you do not have these rights where –

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
 - a matter has been decided by a court.
4. If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 5. Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
 6. A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where –
 - it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
 - it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.
 - The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.

7. If your landlord –

- proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
- proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period.
- Your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.

8. You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.

9. You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must –

- cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
- cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

10. You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.

11. You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.

12. Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

POSTAGE PAID



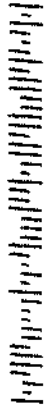
GREAT BRITAIN



00042547

MARTIN RUSSELL JONES

Return Address:
Premier Suite 115, Premier House,
112 Station Road, Edgware,
Middlesex HA8 7BJ



IN SPITE of my [31.12.03](#) letter to [Joan Hathaway, MRICS, MRJ](#) - **stating that I HAD PAID CKFT FOR "THE WORKS"** – in 2004 - **the EVIL, CRIMINAL VERMIN, LED BY ANDREW DAVID LADSKY - actively assisted and protected by the British State** – sent me **3 TOTALLY UNSUPPORTED demands** – followed by **A LOT MORE**.

Summary list of invoices

MY COMMENTS about the invoices are **below the list**. (**Exchange rate** at the time of the launch of [my website](#): **£1 = US\$ 1.76329**)

	Invoice	" Brought forward balance "	Other items	TOTAL
1.	24.05.04	£13,430.50 (US\$23,682)	Electricity (Elec) –13 Jan 04 - 5 Apr 04: £46.71	£13,477.21 (US\$23,764)
2.	21.10.04	£14,452.17 (US\$25,483)	Ground rent (GR) revised charge " (MRJ's 05.10.04 letter that it had undercharged); (it had; see Third Schedule of my Lease) 29 Sep 02 – 24 Dec02: £100 25Dec02 - 23Jun03: £200 24 Jun 03 - 24 Dec 03: £200 25 Dec 03 - 23 Jun 04: £200 24 Jun 04 - 24 Dec 04: £200 Elec: 6 Apr 04 - 6 Jul 04: £47.41 ; 7 Jul 04 - 11 Oct 04: £48.28	£15,447.86 (US\$27,239)
3.	16.11.04	£15,447.86 (US\$27,239)	Balance charge as at 31/12/03: £430.85	£15,878.71 (US\$27,999)
4.	09.01.06 (Sent with " Estimated expenditure to year-end Dec 06 ")	£5,624.70 (US\$9,918)	End of year balancing charge: £390.71" GR – 25 Dec 05 - 23 Jun 06: £300 Half yearly service charge in advance – 25 Dec 05 – 26 Jun 06: £814.62 Half yearly reserve fund: £174.10 Elec – 9 Jan 06 - ???: £28.28	£7,332.41 (US\$12,929)
5.	16.06.06	£7,332.41 (US\$12,929)	GR – 24 Jun 06 – 24 Dec 06: £300 Half yearly service charge in advance – 24 Jun 06 – 24 Dec 06: £814.62 Half yearly reserve fund: £174.10	£8,621.13 (US\$15,202)
6.	30.06.06	£8,621.13 (US\$15,202)	Elec – 7 Jan 06 – 2 Jun 06: £44.34	£8,665.47 (US\$15,280)
7.	06.08.06	£8,621.13 (US\$15,202)	Elec – 7 Jan 06 – 2 Jun 06: £44.34	£8,665.47 (US\$15,280)

8.	09.10.06	£8,665.47 (US\$15,280)	Elec – 2 Jun 06 – 4 Oct 06: £22.95	£8,688.42 (US\$15,320)
9.	01.03.07	£8,688.42 (US\$15,320)	Elec – 5 Oct 06 – 10 Jan 07: £23.80	£8,712.22 (US\$15,362)
10.	09.07.10	£24,002.35 (US\$42,323)	Elec – 14 Apr 10 – 8 Jul 10: £32.07	£24,034.42 (US\$42,380)
11.	01.11.10	£24,034.42 (US\$42,380)	Elec – 18 Jul 10 – 13 Oct 10: £32.45	£24,066.87 (US\$42,437)
12.	18.01.11	£24,066.87 (US\$42,437)	Elec – 14 Oct 10 – 11 Jan 11: £37.84	£24,104.71 (US\$42,504)
13.	16.02.11	£24,066.87 (US\$42,437)	GR – 25 Dec 10 – 23 Jun 11: £300 Interim S/Charge (Schedule 1) – 1 Jan 11 – 31 Dec 11: £2,959.12 Interim S/Charge (Schedule 2) – 1 Jan 11 – 31 Dec 11: £508.56	£27,834.55 (US\$49,080)
14.	23.06.11	£27,834.55 (US\$49,080)	GR – 24 Jun 11 – 24 Dec 11: £300	£28,134.55 (US\$49,609)
15.	04.01.12		Elec – 11 Jan 11 – 6 Apr 11: £48.61 Elec – 6 Apr 11 – 10 Jul 11: £56.69 Elec – 10 Jul 11 – 28 Oct 11: £60.90 Elec – 28 Oct 11 – 19 Dec 11: £28.30	£194.49 (US\$343)
16.	12.01.12	£28,134.55 (US\$49,609)	GR – 25 Dec 11 – 23 Jun 12: £300 Interim S/Charge (Schedule 1) – 1 Jan 12 – 31 Dec 12: £2,959.12 Interim S/Charge (Schedule 2) - 1 Jan 12 – 31 Dec 12: £508.56	£31,902.23 (US\$56,253)
17.	17.07.12	£31,902.23 (US\$56,353)	GR – 24 Jun 12 – 24 Dec 12: £300 Elec – 19 Dec 11 – 22 Jun 12: £106.35 Elec – arrears at 17 Jul 12: £232.33	£32,540.91 (US\$57,379)
18.	05.11.12		Elec – 23 Jun 12 – 25 Sep 12: £45.34	£45.34 (US\$79.95)

1 - [24.05.04](#) invoice

From [MRJ](#) – This demand of **£13,430** (US\$23,682) was **TOTALLY UNSUPPORTED**. The date was **4 days before** the 28 May 04 'hearing' in [West London County Court](#) – I was **DELIBERATELY made to miss** ([West London County Court # 13](#) ; [Lord Falconer of Thoroton / HM Court Service, 'Customer Service # 3 and # 4](#)).

By then, I HAD reached agreement with the [Ladsky racketeers](#) e.g. [28.05.04](#) letter from [Ayesha Salim, CKFT](#). Note also that, **5 months previously**, I had sent a [31.12.03](#) letter to [Joan Hathaway, MRICS, MRJ](#), informing her that I HAD PAID ([19.12.03](#)) [CKFT](#) 'my share' of "[the major works](#)".

Re. electricity charges, see my comments, below, invoice # 9.

For obvious reasons: **I IGNORED IT**.

2 - [21.10.04](#) invoice

From [MRJ](#) – Note that **nearly £1,000 was added** relative to the previous demand, as the "**brought forward**" states **£14,452.17** (US\$25,483). Minus the £46.71 (US\$82.36) for electricity in the [24.05.04](#) invoice, it left **a TOTALLY UNSUPPORTED demand of £14,405** (US\$25,401).

This invoice was sent **3 months after** the [14.07.04](#) letter from [Salim, CKFT](#), enclosing the [01.07.04 Wandsworth County Court-endorsed Consent Order](#) 'following' my [19.12.03](#) payment (i.e. 6 months, *previously*) of 'my share' for "[the major works](#)" ([OVERVIEW # 3 and # 6](#) ; [CKFT # 4](#) ; [WLCC # 12 ; # 13](#))

HENCE: this invoice amounted to the original - FRAUDULENT - [17.07.02](#) demand of £14,400 (US\$25,400) ('based' on the FRAUDULENT [15.07.02](#) demand for £736,200 (US\$1.3m) ([OVERVIEW # 1](#))) – followed by the [West London County Court \[29.11.02\]\(#\) claim's Particulars of claim](#) ([OVERVIEW # 3](#)) (re. 'FRAUDULENT': see [OVERVIEW](#), covering: [MAJOR WORKS](#), [BRIAN GALE](#), [SALE OF APARTMENTS](#), [EXTORTION](#), etc.)...

...- **as though no 'offer' of £6,350** (US\$9,900) **had been made ([21.10.03](#)), accepted ⁽²⁾ and PAID** - even though, legally, I did NOT owe this amount either ([OVERVIEW # 2](#)): my [19.12.03](#) letter to [CKFT](#) that I was accepting 'the offer' "*for the sake of bringing this dispute to an end*" (Reasons: [My Diary from 16 Jun 03 to 26 Aug 03](#)),...

... and **endorsed by the court: [01.07.04 Wandsworth County Court-endorsed Consent Order](#)**

⁽¹⁾ Triggered by my [19.10.03 Witness Statement](#) (page: [19 Oct 30 Wit.Stat.](#))

⁽²⁾ Except the demand of £143 (US\$250) interest; see [Gallagher # 8](#) ; [Piper Smith Basham\(Watton\) # 7.3](#) ; [my Comments to Gallagher's 13.11.03 "draft consent order and notice"](#)

I IGNORED IT, as I knew that it was BOGUS, and hence FRAUD - and that it had been sent as 'RETRIBUTION' BY [THE PSYCHO RACHMAN LADSKY ORGANISED CRIME GANG](#) FOR MY 'DARING' TO STAND-UP TO THEM ([OVERVIEW](#) ; [ADVISORS](#) ; [EXTORTION](#))

Yes: I also ignored the demand for ground rent as (i) it was not compliant with s.166 of the Commonhold & Reform Act 2002; **(ii) as the [Ladsky mafia](#) had – and continued - to breach MANY covenants in [my Lease](#)**. (In addition to all the other things they had done to me [since 2002](#) – which was A LOT!)

3 – [16.11.04](#) invoice

From [MRJ](#) – It **repeated the UNSUPPORTED FRAUDULENT demand of £14,405**. Also, I have **NO IDEA** what "**Balance charge as at 31/12/03: £430.85**" means.

Obviously: **I ALSO IGNORED IT.**

SO MUCH for [Joan Hathaway](#)'s statement in her [21.12.01](#) letter to the [Jefferson House](#) leaseholders (i.e. **6 months before** the [15.07.02](#) demand of £736,200 and [17.07.02](#) demand from me of £14,400) that: "***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***"...

...and [Ladsky](#)'s letter of [25.01.01](#) to the leaseholders: "...***the costs of any additional floor on the property will NOT be borne by the residents***"; "***All tenants are of course protected by the Landlord and Tenant Acts to ensure those carrying out any works do so reasonably.***"; "***...as I own flats [34+35](#) [Ownership identity # 4] I pay 17% of the building charges and I should assure you it is in my interest to keep any costs as reasonable as possible***"

These FRAUDULENT demands prompted me to file a [02.02.05](#) complaint against [MRJ](#) with the [Royal Institution of Chartered Surveyors](#) which, after an 11-month battle was, 'of course', DISMISSED: [04.11.05](#) (snapshot under [OVERVIEW Note 5](#))

(It also led me to file complaints against: the solicitors and 'my' barrister ([OVERVIEW Notes 2 to 4](#)); the accountant ([OVERVIEW Note 6](#)) which, of course, were, likewise, ALL DISMISSED!)

At least, during that time, [MRJ i.e. Ladsky](#) did not send me other invoices.

4 – [09.01.06](#) invoice

From [MRJ](#) – Note the "***Brought forward balance of £5,624.70***" v. the **£15,878.71** in the previous demand of [16.11.04](#). **WHAT LED TO THE £10,254** (US\$18,080) **REDUCTION?** I have **NO IDEA**, as **NO INFORMATION** was supplied. 'Perhaps' my complaint to the [RICS](#)?? (Note that I reported this invoice, and contrasted it with the previous one, under [paras 138 and 151](#) of my [03.06.08 Witness Statement](#))

If any more evidence was required, it demonstrates **UNDENIABLY** that the sums demanded are just numbers pulled out of the air. (A LOT more evidence of this in the other invoices, discussed below).

Re. the "[Steel Services Limited - Estimated expenditure to year-end Dec 06](#)" that was supplied with the [09.01.06](#) demand:

1. These 'costs' could NOT be demanded BY '[Steel Services](#)' as: [Lavagna Enterprises Limited](#) was registered on the Land Registry title, [BGL 56 6242](#), at **31 Jan 06**, as the superior headlessor for [Jefferson House](#). **As superior headlessor, IT OWNED** the lessee's title for [NGL 373 333](#), which is / was [Steel Services](#).
2. It refers to '2006', but I was **NOT** supplied with the **2005** accounts.
3. Hence, (aside from the fact that "*estimates of future expenditure*" MUST be produced in conjunction with the previous year's accounts) **these claims were FALSE** as [Steel Services](#) COULD NOT demand the leaseholders to pay for costs attributable to the *whole* block – given that it NO LONGER controlled the last floor, and had become a lessee of a superior headlessor.

4. The costs were broken down between "**Schedule 1**" and "**Schedule 2**", and had a part headed "**Apportionments – All flats, and Flats 1 to 35 only**". I have NO IDEA what this means, as I was NEVER provided with ANY information. (As discussed below, under invoice # 13, it has CONTINUED).

In my [03.06.08 Witness Statement](#), I discussed this under paras 207 to 213, and 220. I also wrote the following, under para.214:

"It simply cannot be the case that my half-yearly service charges for the year 2006 is an estimated £815 as it is higher than the amount in the preceding 12 months 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.

For example, as can be seen from the [Particulars of claim](#) [[version I produced](#), and sent to [Portner and Jaskel](#), with my [22.05.08](#) letter, due to [Ladsky's](#) deliberately incomprehensible Particulars] – and the 31 December 2004 service charge demand ([04.12.31-Service charge demand from MRJ to Defendant](#)), **my 'alleged' "half yearly service charges in advance" for 2004 were £679.36.** (NB: = £135 LESS)

[Clause 2\(2\)\(c\)\(ii\) of my Lease](#) states "The Lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with due performance and observance of its obligations herein".

Note also that, in my [03.06.08 Wit.Stat](#), **I raised the issue of the addition of the 4 apartments – in total - under: header 14.1 ; paras: 125 , 126 , 131 , 145 , 148 , 160 , 180 , 185 , 200 , 209 , 214 and 240.** In other words: an issue that most definitely could NOT be missed.

(*) Note, that, as detailed on e.g. the "[MAJOR WORKS](#)" page, **the construction of a penthouse had been repeatedly denied** e.g.:

- [26.03.02](#) letter to me, 'from' [Joan Hathaway, MRICS, MRJ](#): "**Your suggestion that the appointment of professional advisors is in any way connected with any planning application is incorrect**" (Following my [02.02.02](#) email to Hathaway – that immediately led me to suffer harassment from [Andrew Ladsky: police # 1 – background](#))
- [13.12.02](#) "**Expert Witness**" report from [Brian Gale, MRICS](#), (who drew-up the [02.02.xx](#) "condition survey" of [Jefferson House](#) (which, considering the outcome, makes 'fascinating' reading), and was appointed to oversee 'the works': [15.07.02](#) letter) - to the [London Leasehold Valuation Tribunal](#) (LVT), under Section 4 - 1.4 "**I am able to categorically state that the Specification makes NO provisions for any construction of an additional floor nor any future requirement in the building to create a penthouse flat** "
- [30.08.02](#) letter to me, 'from' [Hathaway](#): "**We are informed that there is no intention to build the penthouse at the current time**"
- [04.03.03](#) letter 'from' [Hathaway](#), to [Brian Gale](#) – that was supplied to the [London LVT](#): "**...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**"

How these assertions translated in practice (See also [Photo gallery](#))



Back of [Jefferson House](#) – July 2002



Back of Jefferson House – September 2005

Re. the demand of **£174.10 for the "half yearly reserve fund"** – given the **nature of the works undertaken from Sep 04 to early 2006** ([Major works](#) ; [Photo gallery](#); [Brian Gale](#) ; [Sale of apartments](#)) – and the fact that **the mafia had cashed in £500,000+** (US\$882,000) ([OVERVIEW # 3](#) ; [29.08.06 ICAEW](#) letter, with my analysis): **Why was such an amount required** (and that's just from me!)? **On what else could it be spent?**

Under **para.218** of my [03.06.08 Wit.Stat.](#), I summarised the **half-yearly reserve fund demands for years 2004 and 2005**. They were **£195.60**.

Re. the **£28.28 demand for electricity**, note that it stated: "*from 9 Jan 06*", WITHOUT an end date. It resurfaced in the subsequent demands. (See below, invoice # 9, for my comments about the electricity charges)

As previously, the demand for **ground rent** of £300 was NOT compliant with s.166 of the Commonhold & Leasehold Reform Act 2002.

5 – [16.06.06](#) invoice

From [MRJ](#) – with a total of **£8,621.13** (US\$15,202). Same comments as above re. the amount for 'service charge' and reserve fund, and the demand of £300 ground rent.

6 – [30.06.06](#) invoice

From [MRJ](#) - Reappearance of the **demand for electricity** but, unlike in the [09.01.06](#) invoice that stated: "*9 Jan 06*" – without an end date – it had now become "*7 Jan 06*", and an end date had been added: "*2 Jun 06*". **Having already charged £28.28** in the [09.01.06](#) invoice, it now added an **additional £44.34, or a total of £72.62**.

7 – [06.08.06](#) invoice

From [MRJ](#) – It is a copy of the previous invoice of [30.06.06](#) stating a total of **£8,665.47** (US\$15,280), with "**Final application**" stamped on it. I STILL did not pay anything.

8 – [09.10.06](#) invoice

From [MRJ](#) – Elec 2 Jun 06 – 4 Oct 06: **£22.95**. See below, invoice # 9, for comments re. electricity charges.

9 – [01.03.07](#) invoice and [27.02.07](#) claim

From [MRJ](#) – stating a total of **£8,712.22** (US\$15,362).

2 days, earlier, for the [27.02.07](#) claim filed against me in [West London County Court](#) by [Jeremy Hershkorn, Portner and Jaskel](#), he had preceded with the threat of “*bankruptcy and forfeiture*” (seizing my apartment) if I did not pay immediately ([OVERVIEW # 10 & 11](#)) – [MRJ](#) had supplied the [Particulars of claim](#) ([version I produced](#), for the reason detailed earlier, under invoice # 4) - giving a total of **£8,937.28** (US\$15,760) i.e. **£225.06** (US\$400) **MORE**.

Under [paras 240 and 241](#) of my [03.06.08 Witness Statement](#), **I SUMMARISED MY REASONS FOR IGNORING THE DEMANDS**.

As to the **ELECTRICITY CHARGES**, under [para.225](#) of my [03.06.08 Wit.Stat](#), I described them as “*a continuation of an ongoing ‘rip-off’*”. I explained this under [paras 226 to 229](#), and supplied my [02.06.06](#) analysis in which I compared the claimed usage between an identical period in **1998 v. 2006** – stating, in relation to the latter, that I was getting back to the ‘[concentration camp](#)’ after midnight, and leaving to go to work at 08h30. I also reported, among other, that my “*washing machine [was] broken since early February*” and that I had “*stopped watching TV in March*”.

Under [para.229](#), I also challenged the **cost per unit of electricity** – claimed to have jumped from **6.993 pence** in Jan 06, to **10.38 pence**, in Jun 06 i.e. an **increase of 48% over a 6-month period**.

Under [para.231](#), I discussed my long-drawn out battles with [Joan Hathaway, MRICS](#), “*going back to the 1990’s*”, citing my [06.07.03](#) letter to Hathaway, in which I wrote: “*this makes it the tenth time I am raising this issue*”, I had preceded with my [01.06.03](#) letter. (My initial letter was dated [10.07.00](#) i.e. 3 YEARS previously). I also supplied [a graph](#) depicting the demand for the electricity standing charge from **10 July 96 to 2 Apr 03**, stating that “*it clearly disproves MRJ’s claim in its [18 December 2002](#) letter that “the standing charge varies per quarter”*”.

As I also wrote, under [para.231](#): “*The difficulty in challenging the electricity charges is that London Electricity invoices ‘the Landlord’ ‘for the block’ (*) – instead of invoicing each flat – as the meters are under the control of ‘the Landlord’ - and under lock and key*”.

(*) e.g. copy of [London Electricity’s invoice to Steel Services](#), for period **5 Jan – 28 Mar 2000**. I FINALLY obtained this from [Joan Hathaway, MRICS](#), with her [19.08.03](#) letter. As I reported in my [01.06.03](#) letter to Hathaway, by then, it made it the 4th TIME that I was asking for a copy of the London Electricity invoices. (And she only sent me the invoice for 1 quarter).

After a very traumatic 16-month battle with [Her Majesty’s Judiciaries in West London County Court](#) (added [her Court Service ‘Customer Service’](#)), and [Ladsky’s racketeers, Portner and Jaskel](#), Portner issued me with a [06.06.08 Notice of Discontinuance](#) of “ALL the claim” against me.

(Contrast that with the [16.02.07](#) threat of “*bankruptcy and forfeiture*” from [Portner = Ladsky](#), if I failed to pay immediately – a **TOTALLY UNSUPPORTED** demand of £8,937 – in the name of a company, “[Rootstock Overseas Corp](#)”, **I had NEVER of** (my [25.02.07](#) reply) ([OVERVIEW # 10](#))

Of course, [Her Majesty's judiciaries](#) did NOT take ANY sanction against [Portner = Ladsky](#) for filing what was clearly, a FRAUDULENT [27.02.07](#) claim ([OVERVIEW # 11](#)). And IT CONTINUED with Her Majesty's Deputy Master in the Supreme Court Costs Office, on [30 Jan 09](#), who allowed me to recoup only 29% of my costs ([OVERVIEW # 12](#)). Hence, **NO REDRESS** either for subjecting me to nearly 2 years of horrendous distress, torment and anguish.

By then, in addition to being subjected to an ongoing, absolute sheer utter hell [since 2002](#), I had not only lost a large part of my very-hard-earned life savings as a result of fighting the FRAUDULENT demands (in an environment that is geared UNDENIABLY to the assistance and protection of 'certain' criminals), I had also lost my job, as I resigned from [KPMG](#) in Jan 08, after 10 months of victimization – triggered by [Ladsky's](#) so-called 'complaints' against me: [26.03.07](#) letter, preceded by his other contacts with KPMG: [05.10.07](#) documents. As I explain under [OVERVIEW # 14](#), my experience left me psychologically unable to look for other work – leading to my also losing £000,000s in income and pension.

In fact, I had lost income, as well as input into my pension, [since July 02](#) - as the FRAUDULENT [17.07.02](#) demand of £14,400, preceded by 6 months of ongoing harassment from / instigated by [Ladsky](#) ([police # 1 – background](#)) (added to my battle with [Her Majesty's Kensington & Chelsea police](#) that opted to protect Ladsky: [police # 1, # 4](#)), led to my being transferred to a non-client role, in July 02 “*until my situation was resolved*” (I had been a Commercial Due Diligence manager in KPMG's Mergers & Acquisitions division) ([My Diary 22 Jul 02, summer 02](#) ; [OVERVIEW # 1](#))

No doubt, the expectation from [the evil mafia and its equally evil supporters](#) in issuing the [06.06.08](#) Notice of Discontinuance, was that I would just 'walk away', like 'a good little girl', 'ever-so-grateful', with my tail between my legs - forgetting ALL that I had suffered and lost, by then, [since 2002](#) – and no doubt, be expected to also let go of my apartment at a huge loss.

As discussed under invoice # 2, above, in 2003, I had attempted to put an end to the matter – intending to then leave this island – and NEVER return. Out of 'revenge' (in inverted commas, as I have done NOTHING WRONG) for my 'daring' to stand-up to him et.al., [Ladsky](#) decided to pull me back down into the residential leasehold hellhole, where he and his Masonic mates clearly want to keep me until they destroy me. Those who have nothing to lose, have nothing to fear. I therefore stayed put.

10 – [09.07.10](#) invoice

From [MRJ](#) (2 years after the above, [06.06.08](#) Notice of Discontinuance). This demand of £24,002 (US\$42,323), on behalf of “[Rootstock Overseas Corp](#)”, was **TOTALLY UNSUPPORTED** – and is **ANOTHER GLARING DEMONSTRATION OF PERSECUTION** – which has, since then, been further confirmed.

I replied on [15.07.10](#) asking for supporting evidence.

The [27.02.07 WLCC](#) claim against me, covered ALL the charges, service charge, reserve fund and ground rent to year-end 2006 ([my version of the Particulars](#)).

The [06.06.08](#) Notice of Discontinuance dropped ALL of the claims against me.

Hence, according to the [09.07.10](#) 'invoice' 'from' [Martin Russell Jones](#), 'my service charges' - for 3.5 years (2007 to July 2010) - are **£21,902** (US\$38,620) (£24,002 - £2,100 ground rent) - **or an average of £6,257** (US\$11,034) **per year!** ...

...after: (1) the [complete overhaul of the block](#) ([Brian Gale](#)), started in Sep 04, and finished in 2006; (2) the [addition of 4 apartments](#), including [a massive penthouse](#) that is **7 times+ the size of my apartment**.

Contrast that with e.g. my (rip-off) 'service charge share' of **£1,749** (US\$3,090), attached to the [2004 'accounts'](#) - before the start of "[the works](#)" - as I reported under [para.191](#) of my [03.06.08 Wit.Stat.](#) Hence, **the £6,257 demand is MORE THAN 3.5 TIMES the 2004 demand.**

= F R A U D - under the [Fraud Act 2006](#), and [THEFT, under the Theft Act s.17 False Accounting](#).

11 – [01.11.10](#) invoice

From [MRJ](#) – for **£24,066.87** (US\$42,437) – **a repeat of the FRAUDULENT demand of £21,902** (US\$38,620) was triggered by my challenging [Joan Hathaway, MRICS](#), in the '[concentration camp](#)', on 2 Nov 10, that she had NOT replied to my [15.07.10](#) letter. Of course – typically (e.g. [LVT # 3](#) ; [OVERVIEW Note 5](#)) – she denied it. This invoice, dated the day *before* our encounter, was '[her](#)' = [Ladsky](#)'s 'response' to my asking for supporting evidence.

I replied on [17.11.10](#), listing some of her, and the rest of the [Ladsky's gang of racketeers](#)' major deceits - describing her and the rest of the cabal as "*operating as an organised crime 'mafia'*".

Continuation of the silence led me to send [Hathaway, MRICS](#), a [16.12.10](#) letter in which I re-emphasised some of her many breaches of my rights. (With a covering letter of [16.12.10](#) to the RICS, in which I suggested an "[RICS Surveyor of the Year Award for Joan Hathaway, MRICS, MRJ](#)", I also copied my letter to the RICS. 'Of course', it came back with the verdict of "[insufficient evidence](#)" ([12.04.11](#)) [RICS 2010-11](#)))

12 – [18.01.11](#) invoice

From [MRJ](#) – for **£24,104.71** (US\$42,504) = **FRAUDULENT demand of £21,902, yet again, repeated.** This was the 'response' to my letters - since [15.07.10](#). = further confirmation of the **persecution**.

The above 3 invoices are discussed in more detail under [Martyn Gerrard - # 1 Background](#).

13 – [16.02.11](#) invoice

From [Martyn Gerrard](#), for **£27,835** (US\$49,080) informing me in its [16.02.11](#) correspondence that it had taken over from [Martin Russell Jones](#) – it claimed to have done 'without getting ANY information from MRJ on the composition of the FRAUDULENT "*Brought forward balance of*

£24,066.80' (discussed, above, under invoice # 10). Believe that? (Of course, **any addition to [the Ladsky gang of racketeers](#) HAS to fit in with the rest**).

This demand is discussed in detail under [Martyn Gerrard # 2](#). Of note:

The "**estimated interim service charge**" I am 'deemed to owe' amounts to **£3,467.68** (US\$6,115) – **composed of:** from "**Schedule 1**": **£2,959.12** (US\$5,220); from "**Schedule 2**": **£508.56** (US\$900).

The **£3,468** amount is 'based' on a "**Service charge estimates to year-end 31 Dec 11**" of **£196,850** (US\$347,100). It is **ABUNDANTLY CLEAR** that some of the items are **OUTRAGEOUS**, and that these "**estimates**" amount to (among others) a **BREACH** of the **Fraud Act 2006, and Theft Act s.17 False Accounting**. Indeed:

- Note that, relative to the FRAUDULENT "**Steel Services - Estimated expenditure to year-end Dec 06**", of **£111,667** (US\$196,900), **in 5 years, the rip-off demand had practically DOUBLED**. (See e.g. my [04.10.11](#) analysis of the [Jefferson House](#) 'service charges' sent with my [04.10.11](#) reply to the GLA's survey on service charges – [My Diary 6 Oct 11](#))
- **The last set of 'accounts' I was supplied with** (in Jan 06), for **year-end 2004**, show a total expenditure of **£89,439.32** (US\$157,707). And they were a rip-off!
- Consider also the nature, as well as timing of the "**major works**" – discussed above, under invoice # 10, as well as invoice # 4.
- My (rip-off) 'year-share of the service charges' in the **2004 'accounts'** was **£1,750** (US\$3,086) v. the yearly share I am now 'deemed to owe': **£3,467.68 = DOUBLE 'my share' in 2004**.

= F R A U D – from, as [Martyn Gerrard](#) describes itself ([MG # 7](#)): "**The award-winning agency...where integrity counts**" (!!!!)

As I explain, above, under invoice # 4, in relation to the "**Steel Services - Estimated expenditure to year-end Dec 06**" - I have **NO IDEA** what "**Schedule 1**" and "**Schedule 2**" mean.

UNLIKE the "**2006 Estimates**", this one states that 'my share' of "**Schedule 1**" 'is' **1.7320%**, and **1.9560%** for "**Schedule 2**". The latter has been my share e.g. (1) [MRJ-'Steel Services' \(=Ladsky\) 07.08.02 Application](#) to the [London Leasehold Valuation Tribunal](#); (2) [MRJ's 'Major Work Apportionment'](#) supplied for the 24 Jun and 26 Aug 03 'hearings' in [West London County Court \(WLCC # 8 , # 10 , # 11\)](#)

As I wrote under header **14.1** of my [03.08.06 Wit.Stat](#): "**I have not been informed of the impact on my 1.956% share of the service charges of the addition of 4 flats to Jefferson House in 2005 – which breaches Clause 2(2)(c)(i) of my Lease**". I then discussed this under, among other, under **paras 144 to 148**. (This is **STILL** the case).

Under [Martyn Gerard # 2](#), I also discuss another, clearly fraudulent intention: "**Stage 1 Notice of intention to carry out work**" re. "**the boilers**"

For obvious reasons: **I IGNORED the demand**

14 – 23.06.11 invoice

From [MG](#) - for **£28,134.55** (US\$49,609). It amounts to a **REPEAT of the FRAUDULENT demand of £27,535** (US\$48,551) (£28,134.55 minus £600 ground rent).

This demand is discussed under [Martyn Gerrard # 3](#).

Note [the sociopaths = Ladsky's inputs](#) in the covering letter:

"To further assist you we are now able to take payment from you over the telephone using your Debit card". (NB: As I report under [My Diary 2009 – Intro – Post](#), my Fair Comment ([Defamation Act](#)) conclusion from having ALL my financial statements stolen by the State, is that [Ladsky's police flunkies](#) are giving them to him).

"I am sure... you will endeavour to pay however since those who do not pay will be obliged to cover these costs we are duty bound to advise all lessees of these" (NB: But, obviously, not "duty bound" to tell them that the demands sent are highly fraudulent).

In response, in my [07.07.11](#) letter, I reported ALL the exchange of 'correspondence' since July 2010. **My letter was ignored**. Hence, further confirmation that the "[RICS regulated](#)" ([MG # 6](#)), "[award-winning agency...where integrity counts](#)" ([MG # 7](#)), [Martyn Gerrard](#) is following in the footsteps of its predecessor, the "[RICS regulated](#)" [Martin Russell Jones](#): **AIMING TO INFLICT MAXIMUM MENTAL TORTURE**.

15 – 04.01.12 invoice

From [MG](#) – Electricity for 11 Jan 11 to 19 Dec 11: **£194.49** (US\$343)

As I discuss under [MG # 4](#) by explaining my level of usage of electricity, **the claimed units of usage are very suspect. Is my electricity meter – which is under the control of [Rachman Ladsky](#) – rigged?**

Under [MG # 4](#), I raise a number of other questions.

Given the highly fraudulent nature of [Martyn Gerrard's](#) other invoices, added to the fact that I have NO means of verifying ANY of the numbers (see, above, under invoice # 9) I, not surprisingly, seriously doubt these demands for electricity.

16 – 12.01.12 invoice

From [MG](#) – for **£31,902.23** (US\$56,253). Relative to the previous invoice of [23.06.11](#), of **£28,134.55** (invoice # 14, above), that amounts to a **FRAUDULENT demand of £27,535** (invoices # 13 and # 14, above) - were added:

- "Interim service charge - Sch.1 - 1 Jan - 31 Dec 12: **£2,959.12**" (US\$5,220)
- "Interim service charge - Sch.2 - 1 Jan - 31 Dec 12: **£508.56**" (US\$900)

These amounts are **IDENTICAL** to those demanded in the [16.02.11](#) correspondence (invoice # 13, above) – BECAUSE based on the "[Service charge estimates for the period ended: 31 Dec 2012](#)" - that is **IDENTICAL** to the "[2011 Estimates](#)", both in terms of the total "estimated

expenditure" of **£195,850** – as well as its composition (invoice # 13, above). Hence: [Martyn Gerrard](#) RECYCLED the "2011 Estimates"....

... - further PROVING the FRAUDULENT nature of these documents - amounting by then to a FRAUDULENT DEMAND OF **£31,002** (US\$55,725) (£28,134.55 + £2,959.12 + £508.56).

On [07.02.12](#), I sent Martyn Gerrard a copy of the 3 ground rent demands, writing on each:

"Note from N Klosterkotter-Dit-Rawé:

AMOUNT IS IN SPECIALLY SET-UP NATWEST ACCOUNT #...

WILL BE RELEASED TO MY 'LANDLORD' - AS DEFINED IN [MY LEASE](#) - UPON PROVISION OF STRICT LEGAL PROOF OF STATUS - INFORMATION I HAVE BEEN ASKING SINCE JULY 2010"

Of course, this correspondence has, likewise, been IGNORED.

17 – [17.07.12](#) invoice

From [MG](#) – for **£32,540.91** (US\$57,379). Excluding the ground rent and electricity, it amounts to a repeat of the FRAUDULENT demand of **£31,002** (US\$54,666)

Whereas the [04.01.12](#) electricity demand (invoice # 15, above), provided supporting detail - this demand of **£106.35** (US\$188) "for 19 Dec 11 to 22 Jun 12" does NOT provide ANY detail. Further, while VAT of 20% was added to the [04.10.12](#) demand, this one states "VAT 0.00"

(The "**£232.33 electricity arrears**" are composed of: £194.49 from the [04.01.12](#) demand + £37.84 from MRJ's [18.01.11](#) invoice)

As I reported under [MG # 6](#), on [26.07.12](#), I placed the **£300 ground rent** in the special account - bringing the total to **£1,200** (US\$2,116).

Of course, [Martyn Gerrard](#) CONTINUED to IGNORE my correspondence.

18 - [05.11.12](#) invoice

From [MG](#) – Demand for electricity of **£45.34** (US\$79.95)

As with the above demand of [17.07.12](#), this demand: (i) does NOT provide ANY detail; (ii). states: "VAT 0.00" (v. the [04.01.12](#) electricity demand (# 15, above), that states "VAT 20%")

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. (Note that, in its [29.08.06](#) 'reply' to my [19.07.05](#) complaint against the accountants, [Pridie Brewster](#), the [ICAEW](#) stated that the "2005 accounts would be key" in addressing the issues in the previous 'accounts') (which was a 'get out of jail' card – in place of addressing the 'accounts').

FOR UPDATE see [Martyn Gerrard, from # 8](#)

In addition to being – very clearly, INSANE – ANDREW LADSKY AND HIS GANG OF RACKETEERS EPITOMIZE THE DEFINITION OF EVIL, CRIMINAL VERMIN

But, as it **KNOWS** that 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 will, 'of course', continue sending me FRAUDULENT upon FRAUDULENT demands.

THE TRULY HORRENDOUS, LIFE-DESTROYING SUFFERING THE [ROYAL INSTITUTION OF CHARTERED OF SURVEYORS \(RICS\)](#) (Note the 'Royal' endorsement) IS INFLECTING ON LEASEHOLDERS DUE TO ITS WILFUL FAILURE TO TAKE ACTION AGAINST ITS GLARINGLY OBVIOUS CRIMINAL MEMBERS - IS OF GIGANTIC PROPORTION.

THE ONLY THING the [RICS](#) DOES, as it just sits there, evidently enjoying watching the life of the victims of its members being **TOTALLY DESTROYED** – as in my case ([OVERVIEW # 19](#)) – is threaten the victims with prosecution for 'daring' to expose their experience with the [RICS](#) in the public domain, after it had repeatedly told them to, in effect, 'Get lost!' ([OVERVIEW Note 5 snapshot](#))...

...– in the process, holding the view that their members "should also prosecute their victims for defamation" – as in my case ([RICS 2008](#)). **HOW UNBELIEVABLY SICK IS THAT?**

In fact, as I state under [# 20 of the OVERVIEW](#), not only have the victims **ABSOLUTELY NOWHERE TO TURN TO FOR HELP**, it is a **CONSPIRACY OF SILENCE** – in which **ALL** those with responsibility to take action (as well as many others with authority and / or influence) - take part.