

I supported this complaint with a bundle of 160 documents (400 pages)

1 ANSWER TO SECTION 5 OF THE 'PARLIAMENTARY OMBUDSMAN COMPLAINT FORM': WHAT  
2 ARE YOU COMPLAINING ABOUT?

3 These additional sheets detail my complaint against three parties: the London Leasehold Valuation  
4 Tribunal, West London County Court and Wandsworth County Court, as well as the outcome of my  
5 complaints to their respective departments.

6 At the overall level, their conduct amounts to serious breach of mandate and concurrent gross breach of  
7 trust and, at the lower level, to a catalogue of, at best, very serious "maladministration" - breaching  
8 practically all the "Principles of Good Administration", "Complaint handling" and "Remedy" – defined by  
9 the Parliamentary Ombudsman.

And the predictable 'Get lost!': 29.07.09; my 27.08.09 reply; the 22.09.09 'response' - and 1 year later, using different excuses the final 29.07.10 'Get lost!' - while conspiring throughout with Rifkind

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18 1 BACKGROUND

For snapshots: (1)-tribunal and courts: kangaroo courts (2)- of my complaints: Doc library

19 Since 1986, I own a leasehold, basement studio flat in Jefferson House. (Prior to this, I was a tenant).

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

24 With the aim of silencing opposition, Ladsky's preparations included, from the end of 2000, ongoing  
25 persecution of the person running the residents association. He succeeded in his ploy, as the person left  
26 the block one year later. It led to the demise of the residents association as, when I tried to take over, I  
27 was, likewise, immediately subjected to ongoing harassment.

28 In her 7 June 2001 letter <sup>1</sup> Joan Hathaway, MRICS, Martin Russell Jones (MRJ), 'managing' agents for  
29 the block, announced "Pursuant to the terms of the head lease and underleases held on the property,  
30 there is an obligation to carry out works to the property at the relevant time... It is planned to commence  
31 the external refurbishment in the Autumn... At present, there is approximately £125,000 in the Reserve  
32 Fund, but in view of the scope of works required to be carried out it is anticipated that the sum will be  
33 inadequate to meet the costs. This means that once the Specifications have been prepared and  
34 estimates obtained, a Landlord & Tenant Act 1985 Notice will be served on you giving details of the  
35 additional payment required from you"

<sup>1</sup> 01.06.07 Letter from Joan Hathaway, MRICS, MRJ, announcing the start of the works "in the Autumn"

1 In December 2001, MRJ announced the appointment of Brian Gale, MRICS, to “undertake a condition  
2 survey of Jefferson House”, a block of then, 35 apartments. (It was revealed during the 2003 Tribunal  
3 hearings that Mr Gale had previously done work for Andrew Ladsky).

4 Following the February 2002 survey, MRJ started to ‘prepare the ground’ by e.g. announcing in a 26  
5 March 2002 letter <sup>2</sup> “The surveyors have indicated that **the cost of works is likely to be in excess of £1**  
6 **million + VAT and fees.** We would stress that this is a very rough indicative estimate and should in no  
7 way be relied upon as an exact figure. The tendering contractors may produce a price which is  
8 significantly more or less than the price indicated above depending on numerous factors which  
9 contractors take into account when tendering”. This letter rung alarm bells, as (i) it meant that the works  
10 would cost c. £1.5 million; (ii) previous ‘major repairs and maintenance works’ had been c. 250k (part of  
11 which was likely to be have been a rip-off)

12 ‘Based’ on this survey, a 15 July 2002 global service charge demand of £736,000 <sup>3</sup> was issued to the  
13 leaseholders - claiming that these costs were for “repair and maintenance works”. The letter also states,  
14 among other, “We have to state that the sum quoted may be exceeded due either to subsequent changes  
15 in the specifications or to problems encountered while the works are in progress” On an individual basis,  
16 the demands ranged from £14,400 (in my case) to £64,500. No breakdown of cost was provided in  
17 support of these demands - in breach of the leaseholders’ statutory rights.

18 Three weeks after sending the demand, MRJ filed an application in the LVT to determine the  
19 “reasonableness of the global sum demanded” i.e. the £736,000.

[See the summaries](#)

Overview  
# 2

## 20 2 WHAT THE LONDON LEASEHOLD VALUATION TRIBUNAL DID IN 2002-2003 – AND SINCE

21 1. **(NB:** This section also includes my contacts with Siobhan McGrath, President LVTs, asking her to  
22 take action in relation to: **(1)** conflict of jurisdiction with the LVT; **(2)** failure of the Tribunal to perform  
23 its remit; **(3)** placing a defamatory and misleading summary of the case on its online database)

24 2. On 7 August 2002, MRJ, on behalf SS, filed an application in the LVT <sup>4</sup> to determine the  
25 reasonableness of the sum demanded for ‘major works’ at Jefferson House. It referred to its 15 July  
26 2002 – unsupported - demand of the global sum of £736,206 (supplied) My alleged share of this  
27 service charge demand – based on my then share of 1.956%, led to MRJ expecting me to pay, in its  
28 17 July 2002 – unsupported - service charge demand <sup>5</sup> the sum of £14,400. (See the percentage  
29 share for each of the 35 flats supplied with 7 August 2002 application).

30 3. **The Tribunal waited more than two months to inform me (and my fellow leaseholders) of the**  
31 **application** – as its letter is dated 8 October 2002 <sup>6</sup>.

32 4. **It waited another two days to inform – some – of us of a pre-trial hearing on 29 October 2002 –**  
33 **as evidenced by its 10 October 2002 letter <sup>7</sup> - thereby limiting the ability of many to attend, due to the**  
34 **short notice. (A significant number of my fellow leaseholders had their main residence overseas).**

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<sup>2</sup> 02.03.26 Letter from MRJ that the “cost of works is likely to be in excess of £1 million + VAT and fees”

<sup>3</sup> 02.07.15 Martin Russell Jones – unsupported - service charge demand of £736,206

<sup>4</sup> 02.08.07 ‘Steel Services’ application to the LVT

<sup>5</sup> 02.07.17 Martin Russell Jones – unsupported – service charge demand of £14,400

<sup>6</sup> 02.10.08 LVT notice of application filed by Landlord

<sup>7</sup> 02.10.10 LVT letter informing of 29 October 2002 pre-trial hearing

- 1 5. During this 'very convenient' delay Andrew Ladsky's puppets were actively attempting to intimidate  
2 and bully me (and some of my fellow leaseholders) into paying the fraudulent service charge by  
3 threatening: **(1) "legal proceedings"**: 20 September 2002<sup>8</sup> letter from Joan Hathaway; **(2) "forfeiture"**  
4 of my flat, **"and costs"**: 7 October 2002 letter<sup>9</sup> from Lanny Silverstone, Cawdery Kaye Fireman &  
5 Taylor (**CKFT**), solicitors for Andrew Ladsky. (Evidence of being its client: e.g. 11 October 2001 letter  
6 <sup>10</sup> from Ayesha Salim, CKFT, to an Elderly Resident at Jefferson House).
- 7 6. (I brought this to the attention of the Tribunal in my 24 October 2002<sup>11</sup> fax by highlighting the fact  
8 that CKFT *knew* of the 7 August 2002 application by its client at the time it issued me with the threats  
9 – as evidenced the 21 October 2002 letter to me from Lanny Silverstone<sup>12</sup> )
- 10 7. **The Tribunal failed to supply me (and my fellow leaseholders) with the – critical - supporting**  
11 **enclosures it had received with the 7 August 2002 application** (supplied) by SS (they are detailed  
12 on the first page).
- 13 8. **The Tribunal continued to do this at the 29 October 2002 pre-trial hearing**<sup>13</sup> – headed by Mr  
14 J.C. Sharma JP, FRICS, with the Clerk, David Stewart, in attendance - when we, leaseholders, were  
15 all clamouring for a copy of a priced version of the works.
- 16 ■ WHY did Mr J.C. Sharma JP, FRICS, not say anything?
- 17 ■ WHY did he decide to, quite clearly, 'assist' his fellow surveyors at Martin Russell Jones: Barrie  
18 Martin, FRICS, and Joan Hathaway, MRICS?
- 19 9. As a result of this being exposed by my barrister **at the 5 February 2003 hearing** (point 13 of the 17  
20 June 2003 LVT determination, LVT/SC/007/120/02<sup>14</sup> ), when asked by the Chair, Mrs J Goulden JP,  
21 **the Clerk, David Stewart, admitted that "Not all the residents were copied on the enclosures"**.
- 22 ■ WHY not?
- 23 ■ WHO told David Stewart to do this i.e. who was controlling him?
- 24 ■ WHY did he agree to do it?
- 25 10. The outcome is that I continued to suffer extreme anxiety and distress, and – as evidenced by the  
26 following events – continued wasting my precious spare time writing letters, endlessly explaining the  
27 situation, and chasing the information – causing me to incur unnecessary expenses.
- 28 11. **The LVT breached some of my fellow leaseholders' statutory rights** under s.20(4)(3) of the  
29 Landlord and Tenant Act 1985 (*"the tenants concerned are all the landlord's tenants of flats in the*  
30 *building by whom a service charge is payable to which the costs of the proposed works are relevant"*)  
31 **- by failing to inform them of the 7 August 2002 application.**

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<sup>8</sup> 02.09.20 Letter from Joan Hathaway, MRICS, MRJ, threatening me with proceedings

<sup>9</sup> 02.10.07 Letter from Silverstone, Cawdery Kaye Fireman & Taylor, threatening me with forfeiture

<sup>10</sup> 01.10.11 Letter from Ayesha Salim, Cawdery Kaye Fireman & Taylor, to an Elderly Resident

<sup>11</sup> 02.10.24 My fax to LVT highlighting that CKFT knew of the LVT application at the time of its 7 October 2002 letter when it threatened me with forfeiture

<sup>12</sup> 02.10.21 Letter from Lanny Silverstone, CKFT, stating that he knew about the LVT Application by SS

<sup>13</sup> 02.10.29 LVT directions following the 29 October 2002 pre-trial hearing

<sup>14</sup> 03.06.17 LVT determination, LVT/SC/007/120/02

- 1 12. This evidenced in e.g.:
- 2 (1) Piper Smith Basham's letter of 9 April 2003<sup>15</sup> to my then solicitors "*When we contacted the LVT*  
3 *to obtain a copy of the application we received the following voicemail message...there is no need for*  
4 *you to copy all the papers on this application. This is of course entirely unhelpful and, if our client is a*  
5 *party to the LVT proceedings then surely we must be entitled to receive a copy of the application and*  
6 *be entitled to represent our client in those proceedings. We have again today spoken to the LVT and*  
7 *they confirm that they will contact the landlords representative to ascertain exactly who is a*  
8 *respondent to this application!*"
- 9 (2) the 17 June 2003 LVT report (LVT/SC/007/120/02), under point 50 "*On the last day of the*  
10 *Hearing, a legal representative for another lessee...attended to say that her client was also unhappy*  
11 *about the service charges demanded for the major works*";
- 12 13. WHY were some of my fellow leaseholders excluded? Who took this decision – in breach of their  
13 statutory rights? WHO controlled the Clerk, David Stewart? He knew from the application that the  
14 service charge demand was for ALL the flats – and a list of the flats – with their respective share of  
15 the service charges was attached to the 7 August 2002 application (supplied).
- 16 14. **Obvious: the objective was to limit the number of leaseholders challenging the LVT**  
17 **application.** The strategy succeeded, as it led to my being the only respondent left for the hearings –  
18 and therefore bearing all the costs.
- 19 15. The concurrent tactic used by SS to intimidate and bully my fellow leaseholders into paying the  
20 fraudulent service charge demand was to file a 29 November 2002 claim in West London County  
21 Court, ref: WL 203537 - in spite of the fact that we, leaseholders, had *very specifically* been told by  
22 the LVT to **NOT pay** the service charge demand. (See further detail below).
- 23 16. **The Tribunal proceeded with the 7 August 2002 application on the basis of a lease that is**  
24 **materially different from mine – thereby imparting a materially false obligation on my part.**
- 25 17. Indeed, the 6 January 1995 lease supplied with the application, 'apparently' for flat 22<sup>16</sup> -  
26 unbelievably - states under Clause (2)(2)(c)(i) "*liability for...service charges – to be determined by*  
27 *and at the sole discretion of the Lessor*". (Equivalent to saying: "*Give your cheque book to the lessor*  
28 *who will write himself a cheque for an amount of his choice*")
- 29 18. The same Clause for my 10 March 1986 lease<sup>17</sup> states "*The amount of the Service Charge payable*  
30 *by the Lessee for each financial year... shall be calculated by dividing the aggregate amount of the*  
31 *costs expenses and outgoings...by the aggregate of the rateable value (in force at the end of such*  
32 *year) of all the flats in the Building*"
- 33 19. The 7 August 2002 application (supplied) states "*Supporting information to be provided – Copy of the*  
34 *lease (or, where the application relates to more one flat, a specimen lease together with a statement*  
35 *specifying any relevant differences between respective flats, or confirming that they are all the*  
36 *same*". (This requirement is from Section 19(B) of the Landlord and Tenant Act 1985 "*Content of*  
37 *landlord's application for determination of reasonableness of service charge*"). As can be seen, the  
38 box was ticked – and no "*statement*" supplied.

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<sup>15</sup> 03.04.09 Letter from Lisa McLean, Piper Smith Basham, to my then solicitors

<sup>16</sup> 95.01.06 Extracts from lease 'apparently', for flat 22, supplied with the 7 August 2002 LVT Application

<sup>17</sup> 86.03.10 Extracts from my lease

- 1 20. As the tribunal had *not* supplied me with any of the appendices, I did not know about the lease – and  
2 only found this out later.
- 3 21. **The Tribunal repeatedly ignored my letters** (and those of my fellow leaseholders) **that, in breach**  
4 **of our statutory rights, we had not been provided with evidence in support of the 15 July 2002**  
5 **service charge demand.**
- 6 22. My letters of 22 October 2002, cc'd CKFT <sup>18</sup> (in which I also highlight, among other, the fact that SS  
7 is a non-existent company), and of 25 November 2002 <sup>19</sup>
- 8 23. Examples of correspondence from my fellow leaseholders to the LVT: 19 October 2002 <sup>20</sup> letter from  
9 Leaseholder M; 28 October 2002 <sup>21</sup> letter from Leaseholder K; 20 October 2002 email <sup>22</sup> from  
10 Leaseholder C
- 11 24. **The Tribunal failed to take action when I informed its President, Siobhan McGrath, that –**  
12 **against the very specific instructions given to me (and my fellow leaseholders) to NOT pay the**  
13 **service charge demand – SS had started an identical action in West London County Court**  
14 **(WLCC) by filing the 29 November 2002 claim, ref WL 203537 <sup>23</sup>**
- 15 25. At the 29 October 2002 LVT pre-trial hearing, the Chair, Mr J.C. Sharma JP, FRICS, asked us i.e.  
16 leaseholders, whether we had paid the service charge. We all replied that we had not because we  
17 had not been provided with the supporting evidence.
- 18 26. We were told to **NOT pay** the service charge demand until the Tribunal had issued its determination  
19 and it had been implemented. To this effect, the Tribunal gave each one of us a booklet "*Applying to*  
20 *a Leasehold Valuation Tribunal – Service charges, insurance, management*" <sup>24</sup> which, on page 5,  
21 highlights the Court of Appeal case *Daejan Properties v. LVTs* "*LVTs only have the jurisdiction to*  
22 *decide the reasonableness of disputed service charges that are still unpaid*" (emphasis as per  
23 booklet).
- 24 27. On receiving the WLCC 29 November 2002 claim on 4 December, I spoke to LEASE (Tony Hessian),  
25 explaining the situation. I was urged to bring this to the attention of the LVT as the same action could  
26 NOT be pursued concurrently in two separate jurisdictions. I then spoke to the Clerk, David Stewart,  
27 to ask whether the Tribunal was aware that SS had filed a claim in WLCC. He replied that it was not.  
28 In response to my asking what I should do given the conflict with the LVT's jurisdiction, I was told to  
29 "*continue with the actions*".
- 30 28. In my 9 December 2002 letter <sup>25</sup> to Siobhan McGrath, President LVTs, I explained events and asked  
31 what the Tribunal proposed to do.

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<sup>18</sup> 02.10.22 My letter to the LVT that I have not been supplied with the supporting evidence; cc'd CKFT

<sup>19</sup> 02.11.25 My letter to the LVT that I have not been supplied with the supporting evidence

<sup>20</sup> 02.10.19 Letter from Leaseholder M to the LVT saying no evidence supplied

<sup>21</sup> 02.10.28 Fax from Leaseholder K to the LVT saying no evidence supplied

<sup>22</sup> 02.10.20 Email from Leaseholder C to the LVT saying no evidence supplied; "*feel intimidated and threatened*"

<sup>23</sup> 02.11.29 West London County Court (fraudulent) claim ref. WL 203537

<sup>24</sup> 02.10.29 Extracts from 'Applying to a Leasehold Valuation Tribunal, service charges, insurance, management', LVT publication (printed in colour)

<sup>25</sup> 02.12.09 My letter to Siobhan McGrath, President LVT, informing her that SS filed a claim in West London County Court on 29 November 2002

- 1 29. The 11 December 2002 <sup>26</sup> reply from the Clerk, David Stewart, was, in effect “*not our problem*” (and  
2 WLCC held the same position) – **leaving me, a Litigant in Person, with nowhere to turn to for**  
3 **help** – and consequently in extreme distress. (See WLCC 2002-2004 for further detail)
- 4 30. **The Tribunal repeatedly ignored my highlighting non-compliance by the ‘managing’ agents,**  
5 **MRJ, with the directions the LVT had set at the 29 October 2002 pre-trial hearing** (supplied) –  
6 which meant that I was not provided with the information necessary (and to which I am legally  
7 entitled) to take the actions set in the directions - and could not therefore comply with the deadline set  
8 by the tribunal for the leaseholders to take various actions. Needless to say that this caused me  
9 extreme distress and anxiety.
- 10 ■ My letter of 18 December 2002 <sup>27</sup> to the LVT in which I communicate my consequent “*inability to*  
11 *comply with the 7 January 2003 deadline*” set by the LVT;
- 12 ■ My 12 January 2003 <sup>28</sup> letter to Mr J.C. Sharma JP, FRICS, in which I request a postponement of  
13 the 5 February 2003 hearing because “*I still have not been supplied with the priced specification*  
14 *and cannot therefore instruct an expert witness to determine the reasonableness of the cost of*  
15 *specific remedies and thus determine specific items of dispute for the trial*”
- 16 ■ My 12 January 2003 letter to Joan Hathaway, MRICS, MRJ <sup>29</sup> on which I copied Mr Sharma, in  
17 which I state that I have not received the information.
- 18 31. In her 20 January 2003 letter to the LVT <sup>30</sup> Joan Hathaway wrote, among others, that the documents  
19 I “*requested have been available in the porter’s room since the original notice was served and she*  
20 *has in fact inspected them*”. It was a LIE. In actual fact, a partially costed version of the works was  
21 hand-delivered to me just 36 hours before the 5 February 2003 hearing.
- 22 32. **The Tribunal continued to ignore SS-MRJ’s non-compliance with its 29 October 2002**  
23 **directions – refusing my request for a postponement of the 5 February 2003 hearing.**
- 24 33. In other words: the Tribunal was continuing to imply that I am a liar and a cheat – and, concurrently,  
25 continuing to side with SS-MRJ.
- 26 34. **By failing to take action in relation to my repeatedly highlighting SS-MRJ’s non-compliance,**  
27 **the Tribunal breached its rule** stated at the bottom of its 29 October 2002 pre-trial directions  
28 (supplied) “*Failure to comply with these directions may result in prejudice to a party’s case. In*  
29 *particular, failure to provide evidence as directed may debar the defaulter from relying on such*  
30 *evidence at the hearing. In the case of the applicants this could result in dismissal of the application*”
- 31 ■ WHY did the LVT Tribunal repeatedly turn a blind eye and a deaf ear to the non-compliance by  
32 SS-MRJ?
- 33 ■ WHY did the Tribunal fail to enforce its rule?

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<sup>26</sup> 02.12.11 Letter from David Stewart, Clerk to Tribunal: not our problem SS filed claim in WLCC

<sup>27</sup> 02.12.18 My letter to the LVT that MRJ is not complying with the 29 October 2002 LVT directions

<sup>28</sup> 03.01.12 My letter to the LVT that MRJ is continuing to breach the 29 October 2002 LVT directions, and consequently asking for the 5 February 2003 hearing to be postponed; cc’d MRJ

<sup>29</sup> 03.01.12 My letter to MRJ that it has failed to comply with the LVT directions; cc’d LVT

<sup>30</sup> 03.01.20 Letter from Joan Hathaway, MRICS, MRJ, to the LVT falsely claiming that I have been supplied with the required information

- 1 35. **The Tribunal's blatantly obvious collusion with SS-MRJ, forced me to employ a surveyor, a**  
2 **solicitor and a barrister for the 5 February 2003 hearing, and beyond – obviously, at very great**  
3 **cost to myself – (detailed below).**
- 4 36. Up to this point, I had not been represented, because I naïvely believed in the LVT's marketing  
5 material: that I did not need professional representation. This is a claim that Siobhan McGrath,  
6 President LVTs, is keen to promote to the media at every opportunity e.g. The Times article, 4  
7 October 2003 <sup>31</sup> *"the tribunals are an "affordable, local solution" for landlords and leaseholders who*  
8 *are in dispute. We aim to provide an accessible and cost effective forum for resolving residential*  
9 *leasehold problems".* In its publicity materials it also claims *"there is no need for professional*  
10 *representation".*
- 11 37. As overwhelmingly demonstrated by my horrendous experience: **these claims are LIES!**
- 12 38. With the Tribunal so very clearly set against me, and evidently perceiving me as a non-entity relative  
13 to its 'tribe members', Joan Hathaway, MRICS, and Barrie Martin, FRICS of Martin Russell Jones, as  
14 well as Brian Gale, MRICS, Andrew Ladsky's surveyor – I was forced to very quickly secure  
15 professional assistance.
- 16 39. It was an extremely traumatic and very stressful time. In addition to trying to find 'a professional'  
17 solicitor and surveyor specialising in this area (which turned out to be a leap of faith), I also had to  
18 meet with them to brief them – which entailed, among others, copying them on numerous documents.  
19 Of course, these meetings meant, among other, taking time off work – and hence loss of income, in  
20 addition to considerable expenses.
- 21 40. The start of the 5 February 2003 hearing was decidedly frosty. The body language and looks  
22 exchanged between the panel and SS's party were very telling: it was obvious that none of them had  
23 expected me to turn up with this team of advisors – and that it had spoilt their plan.
- 24 41. **The outcome of my being represented led to the Tribunal postponing the substantive hearing**  
25 **to 13 March 2003 "in the interest of justice"**
- 26 42. Joan Hathaway continued with her lie during the hearing, vehemently asserting, yet again, that a  
27 copy of the priced specification was available at the porter's lodge and that *"the porter has confirmed*  
28 *that Ms Rawé has looked at them".* When put on the spot by my Counsel, she contradicted herself,  
29 stating *"Oh! there are so many reports in the porter's lodge, he would not know which is which!"*
- 30 43. This is captured under point 14 of the 17 June 2003 LVT determination (LVT/SC/007/120/02)  
31 (supplied): *"Ms Hathaway (of Martin Russell Jones), on behalf of the Applicant, resisted the*  
32 *application for an adjournment. She maintained that Ms Dit-Rawé had seen the specification in the*  
33 *porter's room, but was unsure as to whether this had been a priced version "*
- 34 44. It – finally - led to the Tribunal postponing the first day of the substantive hearing to 13 March 2003 *"in*  
35 *the interest of justice"* (This is captured under point 16 of its 17 June 2003 report).
- 36 ■ WHY had there not been *"justice"* before?
- 37 ■ WHY was it necessary for me to spend a large of my hard-earned life-savings to have a barrister  
38 tell the Tribunal what I had been saying since October 2002?

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<sup>31</sup> 03.10.04 The Times article in which Siobhan McGrath, President LVTs, claims that the LVTs are an *"affordable, local solution for leaseholders and landlords"*

- 1 ■ WHY had the Tribunal continuously been turning a blind eye and a deaf ear to what I (and my  
2 fellow leaseholders) said and wrote to the Tribunal?
- 3 45. **While the Tribunal's 17 June 2003 report**, (LVT/SC/007/120/02) (supplied) **is a fair representation**  
4 **of what took place during the hearings, it continued its blatant collusion with SS-MRJ by**  
5 **making a U-turn at the 11<sup>th</sup> hour - by NOT including a summary of the impact of its**  
6 **determination on the global sum demanded.**
- 7 46. The Tribunal defined its remit in its 29 October 2002 pre-trial hearing directions (supplied) as "*...in*  
8 *accordance with Section 19(2B) of the Landlord and Tenant Act 1985. The application is for the*  
9 *Tribunal to determine the reasonableness of the refurbishment and repairs work proposed by the*  
10 *applicants at a cost of £736,206*"
- 11 47. Its remit is also stated at the beginning of its 17 June 2003 report.
- 12 48. That this was the Tribunal's remit was also confirmed on, among others, the following two occasions.
- 13 49. Firstly, in its 21 July 2003 letter <sup>32</sup> to Lanny Silverstone, CKFT, Andrew Ladsky's solicitor "*It is not*  
14 *the duty of the Tribunal to assess the particular contribution payable by any specific tenant but only to*  
15 *determine the reasonableness, or otherwise of the service charges as a whole to go on the service*  
16 *charge account from which no doubt you can assess the proportion for that particular tenant*"
- 17 50. It was in response to Silverstone's letter of 17 July 2003 <sup>33</sup> to the LVT, stating "*Our client's Council*  
18 *has advised us that the LVT was asked to make a determination of the specific amount of service*  
19 *charge payable by the tenant of Flat 3, Ms Dit Rawé (the Respondent to the LVT proceedings)*"
- 20 51. Secondly, in the 9 April 2003 letter from Lisa McLean, Piper Smith Basham, solicitors (supplied), to  
21 my then solicitors, in which she wrote "*I have had an opportunity of speaking to the chairperson of the*  
22 *tribunal and she informs me that what the tribunal is looking to determine is the reasonableness of*  
23 *the global figure that's attributable to the whole block*"
- 24 52. **Siobhan McGrath, President LVTs, twice refused my request to address this very major failing.**
- 25 53. In my 6 September 2003 letter <sup>34</sup> I asked Mrs McGrath to include a summary to the report stating  
26 exactly what the LVT had determined - and the resulting impact on the global sum demanded. In  
27 other words: requesting that the Tribunal fulfils its remit.
- 28 54. In her 12 September 2003 reply <sup>35</sup> she refused, stating "*neither I nor the tribunal have the power to*  
29 *re-open a decision*"
- 30 55. In my 6 October 2003 reply <sup>36</sup> I argued that providing a summary of the decision "*does not amount to*  
31 *re-opening a decision*" - "*rather it is about your tribunal completing an unfinished report*"
- 32 56. It led to a second 'no' from Siobhan McGrath, in her 26 November 2003 letter <sup>37</sup> "*this may well be*  
33 *regarded as providing additional reasons*". (NB: Yes: to my fellow leaseholders to challenge the  
34 fraudulent service charge demand).

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<sup>32</sup> 03.07.21 LVT letter to Lanny Silverstone, CKFT, "*not LVT responsibility*" to determine my share

<sup>33</sup> 03.07.17 Letter to the LVT from Lanny Silverstone, CKFT, asking for my share of charges

<sup>34</sup> 03.09.06 My letter to Siobhan McGrath, President LVTs"

<sup>35</sup> 03.09.12 Letter from Siobhan McGrath, President LVTs

<sup>36</sup> 03.10.06 My letter to Siobhan McGrath, President LVTs, "*complete unfinished report*"



- 1 57. In between, I also received a 6 October 2003<sup>38</sup> 'get lost' reply to my 'cry for help' of 28 August 2003  
2 to the Office of John Prescott, then Deputy Prime Minister, who then headed housing, stating among  
3 other "*Unfortunately, the Leasehold Valuation Tribunal is unable to re-open your case... With regards*  
4 *to the LVT, you may wish to consider lodging a formal complaint. To do this, you will need to write to*  
5 *the President of the London Valuation Tribunal*". I did – and the outcome is detailed above.
- 6 58. **Failure by the Tribunal to perform its remit meant that I had to ask my surveyor to determine**  
7 **the impact of the Tribunal's 'determination' on the global sum demanded of £736,207 – which**  
8 **revealed that the Tribunal viewed £500,000 of this as unreasonable**
- 9 59. My surveyor, Mr Tim Brock, LSM Partners, a Chartered Surveyor, (highly professional) member of the  
10 Royal Institution of Chartered Surveyors, determined in his 31 July 2003 assessment<sup>39</sup> that:
- 11 ■ Amount disallowed by the LVT because improvements: £169,498 (£129,958 excluding VAT and  
12 11% management fees) = 23% of the global sum demanded
- 13 ■ Amount for which the LVT could not make a determination due to lack of specification = £188,784  
14 (£144,745 excluding VAT and management fees) = 25.6% of the global sum demanded
- 15 ■ A view supported by the LVT, considering the terms of the lease (point 59 of its 17 June 2003  
16 report), as well as RICS' best practice (point 62 of the report), that the reserve fund should be  
17 used as contribution : £141,977 - or 19.3% of the global sum demanded (**NB:** Note that her in 7  
18 June 2001 letter (supplied) Joan Hathaway had said that it would be used)
- 19 60. **In other words, £500,000 of the global sum demanded was NOT considered as reasonable.** LVT # 4
- 20 61. It certainly would have been 'most inconvenient' for SS-MRJ to have this summarised – and would  
21 have definitely "*provided additional reasons*" (Siobhan McGrath's 26 November 2003 letter (supplied))  
22 to my fellow leaseholders to refuse to pay the service charge demand / ask for a refund / go back to  
23 WLCC for its role in abusing its power, bullying them into paying it.
- 24 62. Indeed, as can be seen from my analysis<sup>40</sup> of the service charge paid by 31 December 2003 (based  
25 on information supplied by the Institute of Chartered Accountants for England and Wales in its 29  
26 August 2006 reply<sup>41</sup>): 17 flats had been made to pay the full amount by 31 December 2002; by 31  
27 December 2003, 9 out of the 14 flats on the WLCC claim had been made to pay the FULL AMOUNT.  
28 **In total, the 25 flats, hence, the majority of the leaseholders, had been made to pay £502,000**  
29 **by 31 December 2003** – (See section WLCC 2002-04 for further detail)
- 30 63. As stated under point 64 of the 17 June 2003 report "*...the Respondent and other tenants could not*  
31 *be forced to contribute in the case of improvements and/or works not determined as reasonable by*  
32 *the Tribunal.*"
- 33 64. As a result of a one year battle with the ICAEW following my complaint against its member, Pridie  
34 Brewster, accountant for Jefferson House, the ICAEW's 29 August 2006 reply (supplied) to my

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<sup>37</sup> 03.11.26 Letter from Siobhan McGrath, Head LVTs, still refusing to add a summary to the report

<sup>38</sup> 03.10.06 Letter from Office of the Deputy Prime Minister

<sup>39</sup> 03.07.31 My surveyor's assessment of the 17 June 2003 'determination' by the LVT

<sup>40</sup> 03.12.31 Sums paid by Jefferson House leaseholders at year-end 2003 (colour version)

<sup>41</sup> 06.08.29 Institute of Chartered Accountants for England & Wales' reply to my complaint against Pridie Brewster, accountants for Jefferson House

- 1 quoting the above from the 17 June 2003 report was *"What is crucial in the decision is that the LVT*  
2 *stated that tenants could willingly contribute towards the extra costs should they wish to do so"*
- 3 65. To which my reply is: **If the leaseholders were that "willing", how come they ended-up having**  
4 **the 29 November 2002 claim filed against them?** Of course they were **NOT** "willing".
- 5 ■ We had the equivalent of 'a gun held to our head': threat of forfeiture; court claim; had been  
6 terrorised e.g. 20 October 2002 email (supplied) from Leaseholder C to the LVT *"I paid...not of*  
7 *my own free will, but because I felt intimidated and threatened....out of fear [that] Steel Services*  
8 *and MRJ will take legal action if I do not comply"*
- 9 ■ We had NOT been provided with the required information to justify the service charge demand –  
10 information to which we were legally entitled;
- 11 ■ We had persistently been lied to...
- 12 66. ...and the lies continued to be made in the Tribunal e.g.
- 13 ■ Brian Gale's 13 December 2002 *"Expert Witness report"* to the Tribunal <sup>42</sup> section 4 – 1.4 *"I am*  
14 *able to categorically state that the Specification makes NO provisions for any construction of an*  
15 *additional floor nor any future requirement in the building to create a penthouse flat"*
- 16 ■ 4 March 2003 letter <sup>43</sup> from Joan Hathaway, MRJ, to Andrew Ladsky's surveyor, Brian Gale –  
17 which was supplied as part of the evidential document to the LVT *"...regarding the proposed*  
18 *penthouse ...although the planning permission was granted it was subsequently found that the*  
19 *scheme was not a viable proposition...there are no plans to build the penthouse at the property"*
- 20 67. In fact, when the works – finally - started in September 2004 (hence, 3 years after the 7 June 2001  
21 announcement – supplied), so did the construction of the penthouse flat – as can be seen from these  
22 A4 size photographs <sup>44</sup> And the lies continued as, in their November 2004 **"Description of the**  
23 **works"** <sup>45</sup> Brian Gale and the newly appointed contractor, Mansell Construction Services, described  
24 the construction of the penthouse flat as **"replacing asphalt roofs"** (In fact, the roof was entirely  
25 demolished in order to build the penthouse flat) (Three other flats were also added to the block)
- 26 68. On the upside: the ICAEW confirmed that the leaseholders were made to pay "extra costs" i.e.  
27 monies that were NOT due and payable.
- 28 **69. I had ended-up with an open-ended report that had cost me c. £25,000 in professional fees and**  
29 **other costs, plus a further £1,800 to my surveyor to determine the impact of the Tribunal's**  
30 **'determination' on the global sum demanded i.e. to do the job of the Tribunal**
- 31 70. Understandably - given the LVT's remit - when I opted to challenge SS' 7 August 2002 action in the  
32 LVT, I thought I would end-up with a decision – and hence put a line under the costs.
- 33 71. Well, I did not – and the experience cost me some £30,000 of my very hard-earned life savings:

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<sup>42</sup> 02.12.13 Brian Gale Expert Witness report to the LVT; copy of envelop showing stamp not franked

<sup>43</sup> 03.03.04 Letter from Joan Hathaway, MRICS, MRJ to Brian Gale – and supplied as part of the evidential documents to the Tribunal

<sup>44</sup> 05.09.xx and 02.07.xx A4 size colour photographs of the back of Jefferson House

<sup>45</sup> 04.11.xx Brian Gale and Mansell Construction Services *"Description of the works"* at Jefferson House

<b>Lawyers</b>	£
07-Feb-03 <sup>46</sup> Oliver Fisher - for 5 February 2003 LVT hearing	3,525.00
27-Feb-03 <sup>47</sup> Oliver Fisher - for 8 February to 28 February 2003	5,590.00
10-Mar-03 <sup>48</sup> Oliver Fisher - for 28 February to 11 March 2003	1,233.00
19-Mar-03 <sup>49</sup> Oliver Fisher - for 12 March to 19 March 2003	2,820.00
19-Mar-03 <sup>50</sup> Oliver Fisher - for 20 March to 14 April 2003	2,493.00
14-Aug-03 <sup>51</sup> Healeys (Got rid of him after a few hours)	1,000.00
2-Oct-03 <sup>52</sup> Paul Staddon - re my 10 August 2003 LVT 20C application	528.75
<b>Surveyor</b>	
10-Apr-03 <sup>53</sup> LSM Partners - for LVT hearings	6,950.12
31-Jul-03 <sup>54</sup> LSM Partners - to review the 17 June 2003 'determination'	1,803.62
20-Jan-04 <sup>55</sup> LSM Partners - for the 28 October 2003 meeting to review the 21 October 2003 'offer'	646.25
<b>TOTAL</b>	<b>26,589.74</b>

- 1 72. The LVT has also cost me some of the costs charged by Piper Smith Basham, as the time spent in  
2 September 2003 related to my 10 August 2003 20C Application.
- 3 73. On top of these costs must be added my loss of income from attending meetings with surveyor and  
4 lawyers to discuss the case.
- 5 74. In addition, because of its blind eye and deaf ear attitude – and collusion with SS-MRJ - the LVT has  
6 cost me many hours of my spare time writing endless letters battling it out with the LVT, including with  
7 its President, Siobhan McGrath.
- 8 **75. THIS is the evidence I give that the Government's claim that the "tribunals are an "affordable,**  
9 **local solution" for landlords and leaseholders who are in dispute" is a LIE, a damn LIE.**
- 10 **76. My experience demonstrates that in the LVT, the position for 'certain landlords' and their**  
11 **aides is: Head they win, tail they win!**
- 12 **77. The LVT has cost me many years of my very hard-earned life savings. Savings that were**  
13 **intended for my retirement.**

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<sup>46</sup> 03.02.07 Invoice from Oliver Fisher for £3,525

<sup>47</sup> 03.02.27 Invoice from Oliver Fisher for £5,590

<sup>48</sup> 03.03.10 Invoice from Oliver Fisher for £1,233

<sup>49</sup> 03.03.19 Invoice from Oliver Fisher for £2,820

<sup>50</sup> 03.03.19 Invoice from Oliver Fisher for £2,493

<sup>51</sup> 03.08.14 Invoice from Healeys for £1,000

<sup>52</sup> 03.10.02 Invoice from Paul Staddon for £529

<sup>53</sup> 03.04.16 Invoice from LSM Partners not available; paid £6,950.12 with cheque #1388

<sup>54</sup> 03.07.31 Invoice from LSM Partners for £1,803

<sup>55</sup> 03.12.16 Invoice from LSM Partners for £646

- 1 **78. Having cost me more than twice the amount of the fraudulent service charge demanded of me**  
2 **– the Tribunal left me WITHOUT the solution it promised it would give me.**
- 3 79. The consequence of this is that I had to continue to battle with Andrew Ladsky's puppets, CKFT, in  
4 WLCC until June 2004 – and beyond into 2007 and 2008 when another fraudulent claim was, yet  
5 again, filed against me by Andrew Ladsky's other puppets, Portner and Jaskel.
- 6 **80. Since 2003, the LVT has placed on its online database, accessible by the public, a summary of**  
7 **the case that contains defamatory statements against me, as well as false claims by the**  
8 **Tribunal - all of which amounting to further evidence of blatant collusion with SS-MRJ**
- 9 81. The summary, ref 992 <sup>56</sup> on the online database (at <http://www.lease->  
10 [advice.org/decisions/other/table2.html](http://www.lease-advice.org/decisions/other/table2.html)) states "*Dispute concerned works that, following delay*  
11 *caused by adjournment requested by Respondent, had risen from £564,467 to £592,762 or £600,904*  
12 *from 30 June 2003 to 30 September 2003*"
- 13 82. As blatantly obvious from the above, the "*adjournment*" was caused BY THE TRIBUNAL - because IT  
14 colluded with SS aka Andrew Ladsky and his aides, MRJ in ensuring that I was not supplied with the  
15 information to which I am legally entitled. It was forced to act as per its mandate as a result of my  
16 resorting to employing a solicitor, a barrister and a surveyor to represent me.
- 17 83. Furthermore, I highlight:
- 18 **(1)** as the Tribunal wrote under point 64 of its 17 June 2003 report, I was "*within my rights to*  
19 *challenge the application*" by SS
- 20 **(2)** I did not stop Andrew Ladsky from proceeding with the works. The reason he did not, is because  
21 he did not know how much he would be able to extract from the leaseholders.
- 22 84. This is also evidenced by the fact that, in spite of the repeated claims for "*urgent need of repairs*" (e.g.  
23 Joan Hathaway's letter of 20 January 2003 to the LVT – supplied), he waited until 2 August 2004 (i.e.  
24 20 months later) - the day that the last valiant leaseholder capitulated in Wandsworth London County  
25 Court <sup>57</sup> - to have his puppets, MRJ, announce the start of the works <sup>58</sup> The letter states "*At this*  
26 *stage we will not require further monies from you as the contract sum of £513,656.70 plus VAT will*  
27 *not at the present time exceed the original lowest estimate*". In fact, the addition of VAT plus the 11%  
28 'management' fee brings the total "*at this stage*" to £669,937 - making this just £66,269, or 9% less  
29 than the quote from the previous contractor - on which the LVT determination is based.
- 30 85. (It had been preceded by a 26 March 2004 letter from Joan Hathaway stating "*Due to excessive*  
31 *delays in collecting the contributions from all lessees* (NB: A lie – as 25 flats had been made to pay  
32 the full amount by 31 December 2003) *we have to inform you that it has been necessary to*  
33 *commence renegotiations with the original contractor and other contractors*")
- 34 86. Secondly, the LVT summary on its online database states that "*...the costs had risen from £564,467*  
35 *to £592,762 or £600,904 from 30 June 2003 to 30 September 2003*"

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<sup>56</sup> 06.10.28 LVT summary of the case on its online database – with my comments

<sup>57</sup> 04.08.02 Wandsworth County Court judgment against the 5<sup>th</sup> Defendant, and my calculations of the sums paid by this Defendant

<sup>58</sup> 04.08.02 Letter from Barrie Martin, FRICS, MRJ to "All Leaseholders" announcing the appointment of a new contractor, Mansell Construction Services, and the start of the works

- 1 87. How on earth could the Tribunal state – in a report dated **17 June 2003** – that the “costs had risen  
2 **from 30 June 2003 to 30 September 2003 to £600,904**”? = **further proof of collusion with SS-**  
3 **MRJ**
- 4 **88. I asked Siobhan McGrath, President LVTs, that the Tribunal amends its entry on its online**  
5 **database. To this day, it has not been done. Hence, to this day, the LVT had been defaming my**  
6 **name and my character.**
- 7 89. I made the request to Mrs McGrath in my 9 November 2003 letter <sup>59</sup> asking for a “*Factually accurate*  
8 *summary of the case on your Tribunal’s database...The current version is particularly misleading*”
- 9 90. In her 26 November 2003 response (supplied) she stated that “*The summary... was produced by*  
10 *LEASE and not by the LVT. The LEASE summaries are maintained on the web-site and not on the*  
11 *Tribunal’s web-site*”.
- 12 91. It must surely be the responsibility of the LVTs to ensure that *its* reports are accurately summarised  
13 by LEASE.
- 14 92. But of course, this entry has been ‘extremely convenient’ for Andrew Ladsky and his aides – added to  
15 the fact that the Tribunal failed to perform its remit by not stating the impact of its determination on the  
16 global sum demanded - making it, among others, impossible for my fellow leaseholders to challenge  
17 the service charge demand.
- 18 **93. The Tribunal continued to collude with SS-MRJ when I filed a 20C application to stop ‘the**  
19 **landlord’ from charging his LVT related costs to Jefferson House leaseholders**
- 20 94. In a letter dated 7 April 2003 <sup>60</sup> my solicitor informed the LVT that I would “*be making an Application*  
21 *for an Order under Section 20(c) of the Act in relation to costs not being added to the service charge*”.  
22 He also informed MRJ of this, in a letter dated 7 April 2003 <sup>61</sup>
- 23 95. In light of the very damning evidence exposed during the hearings – and contained in the 17 June  
24 2003 report - on 30 July 2003 <sup>62</sup> I wrote to the LVT “*In view of your judgement of 17 June 2003, I*  
25 *assume that there will be no obstacle in your making a 20C Order preventing the landlord, Steel*  
26 *Services from imposing their legal costs on the service charges for Jefferson House*”
- 27 96. It replied by sending me a form – which I returned <sup>63</sup>, with a letter dated 12 August 2003 <sup>64</sup> stating  
28 “*Given the Tribunal’s decision of 17 June 2003, I assume that this is just for your administrative*  
29 *purposes*”. I followed this by quoting – from my surveyor’s 31 July 2003 assessment of the 17 June  
30 2003 determination (supplied) – the sums disallowed by the LVT, and concluded with “*The evidence*  
31 *is there. The facts speak for themselves. The Applicant cannot be allowed to put on the service*  
32 *charge for Jefferson House the costs it incurred as a result of the action it pursued through the LVT.*  
33 *The Tribunal has the power to get this decision implemented now and I trust that it will do so.*”

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<sup>59</sup> 03.11.09 My letter to Siobhan McGrath, President LVTs, asking that the summary of the case on the Tribunal’s online is amended to a “*factually accurate summary*”

<sup>60</sup> 03.04.07 Letter from Oliver Fisher to LVT informing that I will be making a 20C application

<sup>61</sup> 03.04.07 Letter from Oliver Fisher to MRJ informing that I will be making a 20C application

<sup>62</sup> 03.07.30 My letter to the LVT asking for a 20C order

<sup>63</sup> 03.08.10 My 20C Application form sent to the LVT

<sup>64</sup> 03.08.12 My covering letter to my 20C application to the LVT

- 1 97. Not surprisingly – considering what had been taking place with the Tribunal from the very start – it  
2 complied with the request from Andrew Ladsky’s puppets to have the application dealt with at a  
3 hearing that was eventually set for 8 October 2003<sup>65</sup>
- 4 98. Being also treated like a non-entity, a piece of dirt by WLCC since the fraudulent 29 November 2002  
5 claim had been filed against me, for the 26 August 2003 WLCC hearing, I opted to appoint a firm of  
6 solicitors, Piper Smith Basham, to represent me (as it had first approached me in relation to other  
7 leaseholders by sending its 9 April 2003 letter – supplied).
- 8 99. I also asked Piper Smith Basham to assist with the 20C application to the LVT. It turned out to be a  
9 massive mistake. After four weeks of absolute sheer utter hell with Piper Smith Basham who colluded  
10 with CKFT and MRJ, I was forced to abandon my 20C application.
- 11 **100. The Tribunal’s failure to include a summary of the impact of its determination on the**  
12 **global sum demanded continued to cause me extreme torment, anxiety and distress - as well**  
13 **as unnecessary costs as the battle with CKFT raged on in WLCC until June 2004. And it**  
14 **continued well beyond, in 2007 and 2008 because of the second fraudulent claim filed against**  
15 **me by Andrew Ladsky, yet again in WLLC – for which the LVT determination was relevant.**
- 16 101. I have been through absolute, sheer utter hell because of this tribunal i.e. because of its panel  
17 members, its clerk and its President. I have continued to go through this horrendous, very traumatic  
18 hell – all because it refused to perform its remit – all because Andrew Ladsky et.al. wanted to build a  
19 penthouse flat and add three other flats to Jefferson House so that they could cash in on a multi-  
20 million Pound jackpot e.g. the penthouse (that was *not* going to be built because it “*was not a viable*  
21 *proposition*” (Hathaway’s 4 March 2003 letter - supplied) was sold by “*Steel Services*” and “*Sloan*  
22 *Development*” on 1 December 2005 for £3.9 million<sup>66</sup>
- 23 102. I believe that any fair minded, reasonable person with integrity would agree with me that **the above**  
24 **fits the description of ‘maladministration’: “Manage or administer badly or dishonestly” – with**  
25 **particular ‘black on white’ evidence of the latter – including duplicity<sup>67</sup> and collusion<sup>68</sup> with**  
26 **SS aka Andrew Ladsky and his aides.**
- 27 103. **Also, that this Tribunal has committed a gross breach of mandate and breach of trust. I**  
28 **believed in the LVT, in its claims. I was well and truly conned – at enormous costs to myself.**
- 29 104. While I am very tempted to use the word ‘corruption’ as the key factor behind events with the LVT,  
30 currently, I do not have the evidence to support the dictionary’s first definition of the word: “*acting*  
31 *dishonestly in return for money or personal gain*”. However, I am sure that any fair minded,  
32 reasonable person with integrity would agree with me about using the word in the context of the  
33 second definition: “*morally depraved*”.
- 34 105. In addition, **the LVT has also failed on the Parliamentary Ombudsman’s Principles of Good**  
35 **Complaint handling: “1. Getting it right; 2. Being customer focused; 3. Being open and accountable;**  
36 **4. Acting fairly and proportionately; 5. Putting things right” – thereby denying me access to redress.**

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<sup>65</sup> 03.08.29 LVT notice of 20C hearing set for 8 October 2003

<sup>66</sup> 06.02.27 Land Registry record for BGL 54458, Jefferson House penthouse flat

<sup>67</sup> Concise Oxford English Dictionary: **Duplicity**: “*deceitfulness*”

<sup>68</sup> **Collusion**: “*secret or illegal cooperation in order to cheat or deceive others*”

1 106. As to the sixth principle “*Seeking continuous improvement*” – urgent action is definitely required – as  
2 (through C.A.R.L. (Campaign for the Abolition of Residential Leasehold), <http://www.carl.org.uk>) - I  
3 know of other leaseholders, in other blocks, who, since, have also been subjected to a similarly  
4 horrendous treatment – including unnecessarily spending vast sums of money. They came to the  
5 same conclusions as I did: compliance / collusion with landlords and their aides.

**See the summaries**

**Overview # 3**

6 **3 WHAT WEST LONDON COUNTY COURT (WLCC) DID - IN 2002-2004**

7 **1. WLCC proceeded with the 29 November 2002 claim, ref WL 203537 (supplied) - in spite of**  
8 **having absolute knowledge that (1) the same action was being pursued in the LVT; (2) the LVT**  
9 **had very specifically told me (and my fellow leaseholders) to NOT PAY the ‘service charge’**  
10 **demand until the tribunal had issued its determination**

11 2. As detailed earlier on, at the 29 October 2002 LVT pre-trial hearing we, leaseholders were very  
12 specifically told to NOT PAY the service charge demand until the Tribunal had issued its  
13 determination and it had been implemented. We were given a leaflet (supplied) in support of this,  
14 relating the outcome of the Court of Appeal case, Daejan Properties v. LVTs “*LVTs only have the*  
15 *jurisdiction to decide the reasonableness of disputed service charges that are still unpaid*”

16 3. I informed WLCC of this in my 10 December 2002 letter <sup>69</sup> stating “*I wish to bring to your attention the*  
17 *fact the claimant has brought exactly the same action under the Leasehold Valuation Tribunal*  
18 *(LVT/SC/007/120/02)*”

19 4. As I had been told by the Tribunal to NOT pay the service charge demand, and had informed WLCC  
20 that the same action was under way in the LVT, I saw no point responding to the claim. However, a  
21 contact pressed upon me to do it. I consequently responded to the claim on 17 December 2002 <sup>70</sup>  
22 stating that: **(1)** “*I deny the claim because no justification has been provided for the sum demanded*”;  
23 **(2)** “*Claimant already pursuing claim through the London LVT (LVT/SC/007/120/02) and process*  
24 *already fairly advanced*”.

25 5. In my covering letter of 17 December 2002 <sup>71</sup> I asked for the “*Action to be stayed*” (By then I had  
26 received the 12 December 2002 reply (supplied) from David Stewart, Clerk to the Tribunal amounting  
27 to saying that the fact that SS had also filed a claim in WLCC is ‘not our problem’)

28 6. That, proceeding with the action in WLCC at the same time as in the LVT was an abuse of process of  
29 court is evidenced in e.g. Piper Smith Basham’s letter of 9 April 2003 to my then solicitors, Oliver  
30 Fisher (supplied); the 12 December 2002 <sup>72</sup> letter to CKFT from solicitors acting for Leaseholder D

31 **7. Unbelievably, WLCC’s reply to my request for the action to be stayed was to suggest that I**  
32 **“seek agreement from CKFT” – amounting to a breach of Civil Procedure Rules**

33 8. WLCC replied more than one month later, during which time I had, of course, been frantic. Its 24  
34 January 2003 reply <sup>73</sup> was “*Your letter and attachments dated 17 December 2002 were referred to the*  
35 *District Judge who requested that you inform the court whether the claimant agrees to the claim being*  
36 *stayed pending the LVT hearing*”

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<sup>69</sup> 02.12.10 My letter to WLCC informing of the LVT action; proof of postage

<sup>70</sup> 02.12.17 My response to the 29 November 2002 WLCC claim, ref WL 203537

<sup>71</sup> 02.12.17 My letter to WLCC asking for the action to be stayed

<sup>72</sup> 02.12.12 Letter to CKFT from solicitors acting for Leaseholder D

<sup>73</sup> 03.01.24 Letter from WLCC suggesting I ask CKFT if it agrees to stay the action

- 1 9. There I was - a Litigant in Person - sent from pillar to post: firstly by the Tribunal and now by the court  
2 – neither of which wanting to take any responsibility.
- 3 10. I found it extraordinary that WLCC did not see that it had a role to perform as a result of being  
4 informed of an abuse of process of court - committed by an officer of the court - which is what a  
5 solicitor is. I view this as amounting to a breach of Civil Procedure Rules (CPR) Overall Objective –  
6 Rule 1.4 “*Court’s duty to manage cases*”, including 1.2(a) “*Ensuring that the parties are on an equal*  
7 *footing*”, Rule 1.4.(2) “*Active case management includes – (a) encouraging the parties to co-operate*  
8 *with each other in the conduct of the proceedings*”
- 9 11. Aside from WLCC’s failure to perform its function, I did not do as it suggested, as it was abundantly  
10 clear to me that I did not stand a chance of achieving this - given that:
- 11 ■ (1) In my 17 October 2002 <sup>74</sup> letter to Lanny Silverstone, CKFT, I asked: “*Are you aware that*  
12 *Steel Services has applied to the Leasehold Valuation Tribunal for determination of the*  
13 *reasonableness of the charge for the major works?*”, he replied on 21 October 2002 (supplied):  
14 “*We are aware that Steel Services has applied to the Leasehold Valuation Tribunal*”
- 15 ■ (2) In his letter of 7 October 2002 (supplied), he threatened to forfeit my lease and contact my  
16 mortgage lender unless I paid the £14,400 demanded “*by 10 a.m. on 14 October 2002*”.
- 17 ■ (3) In spite of the evidence I provided in my 17 October 2002 reply, Silverstone nonetheless  
18 continued with his threats of prosecution in his 21 October 2002 letter (supplied).
- 19 12. Furthermore, Joan Hathaway, MRICS, MRJ, – who signed the Statement of Truth – on the Particulars  
20 of Claim <sup>75</sup> which state that “[I] *have failed to pay the service charges... that are now due and owing*  
21 *from [me] to the Claimant*” had attended the 29 October 2002 pre-trial hearing (as can be seen on the  
22 document) – and therefore KNEW that we, leaseholders, had been told to NOT pay.
- 23 ■ WHY did WLCC turn a blind eye and a deaf ear to the abuse of process of court by Andrew  
24 Ladsky’s puppets, CKFT?
- 25 ■ WHY did WLCC, part of the English legal system, consider it appropriate to go against and ignore  
26 the directions given to respondents by another part of the English legal system i.e. the LVT?
- 27 13. Adding to my unbelievable amount of distress and torment is the fact that, at the time i.e. January  
28 2003, I was facing similar treatment by the Tribunal: treated like dirt, a non-entity with no rights.
- 29 **14. WLCC proceeded with the claim in the absolute knowledge that, contrary to the Particulars of**  
30 **Claim, the lease supplied with the claim was not “representative of all the leases”. Being**  
31 **materially different from mine – it imparted a materially false obligation on my part**
- 32 15. The 25 January 1995 lease supplied with the claim is ‘apparently’ for flat 23 <sup>76</sup> (As in the case of the  
33 lease ‘apparently’ for flat 22, supplied with the 7 August 2003 application to the LVT) it unbelievably  
34 states under Clause (2)(2)(c)(i) “*liability for...service charges – to be determined by and at the sole*  
35 *discretion of the Lessor*”. (Equivalent to saying: “*Give your cheque book to the lessor who will write*  
36 *himself a cheque for an amount of his choice*”)

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<sup>74</sup> 02.10.17 My letter to Lanny Silverstone, CKFT, asking whether he is aware of the LVT action

<sup>75</sup> 02.11.29 Particulars of Claim for WLCC claim ref WL 203537

<sup>76</sup> 95.01.25 Lease ‘apparently’ for flat 23, supplied with the 29 November 2002 WLCC claim, ref WL 203537



- 1 16. The same Clause for my 10 March 1986 lease (supplied) states "*The amount of the Service Charge*  
2 *payable by the Lessee for each financial year... shall be calculated by dividing the aggregate amount*  
3 *of the costs expenses and outgoings...by the aggregate of the rateable value (in force at the end of*  
4 *such year) of all the flats in the Building"*
- 5 17. In my 17 December 2002 Response (supplied) I wrote "*Part of my lease is different from that*  
6 *provided to the County Court*". It led CKFT to ask me in its 23 January 2003 letter <sup>77</sup> for a copy of my  
7 lease; hence, nearly two months after filing the claim.
- 8 **18. WLCC wrongly allowed SS to proceed with the claim – as the statement of truth was endorsed**  
9 **by a non-allowable party, Martin Russell Jones, 'managing' agents**
- 10 19. CPR, Practice Direction for Part 22 - Statements of Truth states: "*3.11 - Managing agent - "An agent*  
11 *who manages property or investments for the party cannot sign a statement of truth. It must be*  
12 *signed by the party or by the legal representative of the party". "Consequences of failure to verify -*  
13 *4.1 If a statement of case is not verified by a statement of truth, the statement of case will remain*  
14 *effective unless it is struck out, but a party may not rely on the contents of a statement of case as*  
15 *evidence until it has been verified by a statement of truth"*
- 16 20. **The consequence of this is that SS "could not rely on the contents of the statement of case as**  
17 **evidence"** Yet, WLCC proceeded with issuing various orders against me and my fellow leaseholders,  
18 which included orders to pay SS, as well as judgements against my fellow leaseholders.
- 19 21. (NB: I only found about this CPR rule as a result of going through the CPR when the second  
20 (fraudulent) claim was filed against me in 2007)
- 21 ■ WHY did WLCC overlook this major breach of CPR?
- 22 22. **Opting to totally disregard the abuse of process of court by Andrew Ladsky's puppets, WLCC**  
23 **continued to proceed with the claim. It led to WLCC - wrongly – informing me that a Charging**  
24 **Order hearing on 4 April 2003 concerned me - and continued to do so when challenged -**  
25 **causing me an unbelievable amount of torment, anguish and distress**
- 26 23. WLCC sent me this 21 March 2003 Notice <sup>78</sup>, stating that the charging order hearing is due to take  
27 place on 4 April 2003
- 28 24. I challenged this in my 25 March 2003 letter <sup>79</sup> "*I am baffled by this given the following events. 29 Oct*  
29 *2002 - During the hearing, Mr J.C. Sharma JP, FRICS, Chair, tells us that if we pay the service*  
30 *charge demanded before the hearing, then the Tribunal will not be able to do anything. In other*  
31 *words, Mr Sharma tells us to not pay the service charge until the Tribunal has reached a decision "*
- 32 25. I concluded my 25 March 2003 letter by stating: "*I respectfully reiterate my request: that - in relation*  
33 *to my personal case - the action on 4 April be stayed"*
- 34 26. (NB: I wrote "*in my case*", as I did not know what other leaseholders were doing e.g. they might have  
35 opted to instigate an action through arbitration - which is the manner stated in the lease under Clause  
36 2(2)(g) for handling disputes (supplied). This point was actually emphasised by Mr JC Sharma JP,  
37 FRICS, at the 29 October 2002 pre-trial hearing, as he told us (i.e. the leaseholders) that, because of

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<sup>77</sup> 03.01.23 Letter from CKFT asking for a copy of my lease. Hence, 2 months after filing the claim

<sup>78</sup> 03.03.21 WLCC Notice of Charging Order hearing on 4 April 2003

<sup>79</sup> 03.03.25 My letter to WLCC challenging its 21 March 2003 Notice of a Charging Order hearing

- 1 this clause in our lease, the application by SS might actually not proceed to a hearing by the LVT. As  
2 evidenced by subsequent events, it was obviously agreed behind closed doors that the action could  
3 ~~no~~ nonetheless proceed – in the expectation that the outcome would be a done deal)
- 4 27. In spite of my 25 March 2003 letter, WLCC still persisted in telling me, in its 27 March 2003 <sup>80</sup> letter,  
5 that the 4 April 2003 Charging Order concerned me, stating *"Please note that your request will be*  
6 *considered at the hearing on 4th April 2003"*
- 7 28. At my wits end, on 30 March 2003 <sup>81</sup> I sent a letter to the members of the LVT Panel - on which I  
8 copied the District Judge - and in which I wrote, among others: *"I requested (once again) that the*  
9 *action be stayed explaining, among others, that: 1. at the LVT pre-trial hearing on 29 October 2002*  
10 *Mr JC Sharma JP, FRICS had in effect told the residents to not pay the service charge demanded for*  
11 *the major works until the LVT had reached a decision. How can it be that two government*  
12 *departments - who have been made aware of a conflict as a result of actions they are concurrently*  
13 *undertaking - have no line of communication?"*
- 14 29. After days of extreme anguish and distress, desperately trying to find out the information to challenge  
15 WLCC, when I again contacted WLCC - this time 'armed' with the appropriate terminology - I was  
16 finally told: *"No, the Charging Order is not against you, it's against other residents"*
- 17 30. I captured this in my 1 April 2003 letter <sup>82</sup> addressed to the District Judge:
- 18 *"I am appalled by the unbelievable anxiety and stress your Court has caused me - and the fact you*  
19 *have failed to point this out to me - despite several opportunities to do so. As a result of your actions,*  
20 *I was just about to incur over £2,000 of additional costs on legal advice and representation for the*  
21 *hearing on Friday. This is appalling.*
- 22 *It evidently stems from the fact that your Court has not issued a separate summons for each*  
23 *leaseholder according to their respective contribution in the lease - and from, what I am bound to*  
24 *conclude, mismanagement" (NB: to say the least!)*
- 25 31. During my 1st April conversation with WLCC, I was also told that it *"may nonetheless be of benefit for*  
26 *you to attend"* Not knowing what to expect, I asked my surveyor to accompany me. When we arrived  
27 at the court, we were informed that the hearing had been cancelled. A consent order relating to the  
28 7th Defendant, dated 2 April 2003 <sup>83</sup> had been faxed to the court by CKFT.
- 29 32. What WLCC did in relation to this Defendant (among others!) is ABSOLUTELY APPALLING. Indeed  
30 this consent order states: *"Judgment against the Seventh Defendant dated 28 January 2003..."*. The  
31 Tribunal issued its determination **five months later!**
- 32 **33. WLCC opting to nonetheless proceed with the action resulted in 7 out of 11 leaseholders**  
33 **paying the service charge demand – BEFORE – the Tribunal had issued its determination**

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<sup>80</sup> 03.03.27 WLCC letter insisting that the 4 April 2003 Charging Order hearing concerned me

<sup>81</sup> 03.03.30 My letter to the LVT panel informing it that, in spite of its directions, I was facing a Charging Order hearing in WLCC on 4 April 2003

<sup>82</sup> 03.04.01 My letter to WLCC complaining of the horrendous treatment it subjected me to by WRONGLY telling me that the 4 April 2003 Charging Order hearing concerned me

<sup>83</sup> 03.04.02 CKFT Consent Order with the 7<sup>th</sup> Defendant

- 1 34. As evidenced by the 23 May 2003 application to WLCC <sup>84</sup> by Silverstone, CKFT “*The Claimant has*  
2 *obtained judgment or settled proceedings against all Defendants, except the following*” listing the 1st ,  
3 2nd , 5th and 7th Defendant - WLCC was instrumental in making 7 out of the 11 leaseholders pay  
4 BEFORE the Tribunal issued its determination. Note that SS *cannot* charge leaseholders differentially  
5 other than on the basis of their share of a global service charge which *must* be the same *for all*.
- 6 ■ WHY did WLCC behave like a 'poodle', issuing a judgement against a leaseholder, then a  
7 charging order, taking actions against other leaseholders - when it had *absolute knowledge* that,  
8 to demand payment from ANY of my fellow leaseholders was, among others, in breach of the  
9 directions issued by the tribunal?
- 10 ■ WHY did WLCC assist Andrew Ladsky and his puppets, CKFT, in making my fellow leaseholders  
11 pay monies that were NOT due and payable?
- 12 35. (NB: I tried my best to circulate the 17 June 2003 findings and their implications to as many of my  
13 fellow leaseholders as I could but, of course, by then, many had already been bullied into paying the  
14 full amount – as can be seen from my 31 December 2003 analysis (supplied): 17 flats had been  
15 made to pay the full amount by 31 December 2002; by 31 December 2003, 9 out of the 14 flats on  
16 the WLCC claim had been made to pay the FULL AMOUNT. In total, the 25 flats, hence, the majority  
17 of the leaseholders, had been made to pay £502,000 by 31 December 2003)
- 18 **36. Operating at the beck and call of CKFT, WLCC sent me a 12 June 2003 Notice of a hearing**  
19 **without any information whatsoever as to what the hearing was about**
- 20 37. In its 12 June 2003 Notice <sup>85</sup> WLCC states that a hearing is due to take place on 24 June 2003. It  
21 does not provide me with any explanation whatsoever.
- 22 38. At the time, I had not received a copy of the Tribunal's determination, ref: LVT/SC/007/02 (as it  
23 signed it on 17 June 2003). I consequently saw myself as, yet again, being hounded by WLCC. In  
24 fact, I felt that 'persecuted' was by now a more appropriate description.
- 25 39. Very clearly, WLCC did not care whether I had received a copy of the LVT report. A member of the  
26 'clan' had asked for a hearing - therefore his wishes would be the court's command!
- 27 40. In my 17 June 2003 <sup>86</sup> letter to the District Judge I wrote, among others:
- 28 *"I have informed you on several occasions that Steel Services had referred the matter to the LVT -*  
29 *completely duplicating this action before your court.*
- 30 *Why are you asking me to attend a hearing? Why aren't you instead asking me whether the LVT has*  
31 *reached a decision? (I have not yet received a decision from the LVT. I phoned today and was told*  
32 *that the letter 'should' be going out today). Better still, why are you not communicating with the LVT?*
- 33 *...For the second time now your court is causing me untold torment, anguish and distress. Why is*  
34 *your court putting me in this situation of needing to get very costly legal advice when in fact I have yet*  
35 *to hear from the LVT? Why is it that your court is not waiting for this decision? Until there is a decision*  
36 *from the LVT, what can you enforce?...*

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<sup>84</sup> 03.05.23 Application to WLCC by Lanny Silverstone, CKFT

<sup>85</sup> 03.06.12 WLCC Notice of 24 June 2003 hearing

<sup>86</sup> 03.06.17 My letter to WLCC asking why a hearing has been set for 24 June 2003

1 ...But maybe I am going through this hell for nothing. Maybe this is a repeat of what happened in  
2 March. i.e. has nothing to do with me. Is that the case?"

3 **41. WLCC nonetheless proceeded with the 24 June 2003 hearing, in spite of my informing the**  
4 **court that I had leave of appeal to the Lands Tribunal**

5 42. In my 22 June 2003 letter to the District Judge<sup>87</sup> I communicated that I have just received the LVT  
6 report. In this letter, I included highlights from the report, and stated, among others:

7 *"The judgement remains open to appeal to the Lands Tribunal. Your court is subjecting me to double*  
8 *jeopardy. I am astonished that your court has persisted in allowing duplicated action to continue in*  
9 *spite of my telling your court on numerous occasions since 10 December 2002 that Steel Services*  
10 *was pursuing exactly the same action in the LVT - at the same time as it was pursuing the action in*  
11 *your court.*

12 *The claimant has mischievously pursued this action in two separate jurisdictions in order to intimidate*  
13 *and bully me into paying. This is an abuse of the legal process"*

14 43. As can be seen from this 23 June 2003<sup>88</sup> letter from WLLC, District Judge Wright decided that the  
15 hearing would nonetheless take place. However, during the hearing, she reprimanded Lanny  
16 Silverstone, CKFT, saying *"You are wasting my time and the court's time. The LVT report has just*  
17 *been issued. You need to give the Defendants time to review it"*. (NB: How about the other  
18 leaseholders who had been bullied into paying monies *not due and payable* – before the LVT report  
19 had been published?)

20 44. As can be seen from the 24 June 2003 Order<sup>89</sup> the judge ordered that SS pays my costs for the day  
21 (and that of other leaseholders present) - and, obviously, refused Silverstone's demand that I (and the  
22 other leaseholders) pay his client's costs for the day.

23 45. Given these events, I hold the view that the hearing should not have taken place. What SS wanted  
24 out of the day was the opportunity to put more pressure on me (and the other leaseholders) to pay  
25 what it demanded - and the court obliged - wasting taxpayers' money in the process.

26 46. Indeed, 10 minutes before the hearing, Silverstone had handed me three documents I had never  
27 seen before: a Draft Order and Case Summary; an unsupported *"Major works apportionment 24th*  
28 *June 2002 Revised"* produced by MRJ<sup>90</sup> for which, in my case (and that of the other five  
29 leaseholders listed on the document), the original sum demanded was reduced by just 24.19% - in  
30 my case, amounting to £10,917

31 47. Considering the rest of my experience with WLCC in 2002-2004 and in 2007-2008, District Judge  
32 Wright's comments to Silverstone and her decision to make his client pay costs for the day – is the  
33 only good thing that has happened to me in that nightmare court – which is not a great deal.

34 **48. WLCC continued to treat me as a non-entity, turning a blind eye and a deaf ear to the evidence**  
35 **I supplied against the claim - and repeatedly ignored my communicating the fact that SS had**  
36 **not implemented the LVT 'determination' of 17 June 2003**

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<sup>87</sup> 03.06.22 My letter to WLCC and enclosures pointing out that it is subjecting me to double jeopardy

<sup>88</sup> 03.06.23 Letter from WLCC stating that the 24 June 2003 hearing will take place

<sup>89</sup> 03.06.24 WLCC Order that SS pays my costs for the day

<sup>90</sup> 03.06.24 MRJ "Major works apportionment 24<sup>th</sup> June 2002 Revised" showing 'my share' reduced from  
£14,400 to £10,917

- 1 49. On 15 July 2003 <sup>91</sup> I wrote to WLCC – copying Silverstone, CKFT, on the letter, stating "Steel  
2 Services - Martin Russell Jones are not complying with the decision of the Leasehold Valuation  
3 Tribunal", and detailed the main points of my surveyor's assessment of the LVT's determination (31  
4 July 2003 – supplied) – highlighting that the impact of the LVT determination had the effect of  
5 reducing the original demand by 70% (incl. the contingency fund).
- 6 50. I also wrote that, 10 minutes before the 24 June 2003 hearing, Silverstone had given me an  
7 unsupported piece of paper from MRJ, stating a revised sum of £10,917 (v. the £14,400 originally  
8 demanded). I added "*Using intimidation tactics they appear to have succeeded in getting some  
9 residents to pay the full amount originally demanded for the major works. Resisting these tactics has,  
10 for me, been a harrowing, very traumatic and very costly experience over the last two years but, I will  
11 maintain my position: I will only pay my share of the major works that is fair and reasonable and in  
12 compliance with the terms of the lease. In this context, I accept the decision of the LVT*"
- 13 51. It triggered Lanny Silverstone to send me, with his 17 July 2003 letter, a "*Part III - Revised price*" of  
14 the cost schedule. My surveyor determined that it made little difference to the sum of £10,917  
15 Silverstone alleged I owed in the piece of paper he gave me before the 24 June 2003 hearing. It was  
16 clear that SS-MRJ had not implemented the Tribunal's determination. In addition, there was no  
17 supporting evidence as to how the sum was arrived at.
- 18 52. Silverstone sent a 17 July 2003 letter <sup>92</sup> to District Judge Wright implying that I am a liar. As the  
19 Tribunal had failed to perform its remit, it was his word against the assessment by my surveyor. And,  
20 as it was a court, Lanny Silverstone was among 'tribe members' – facing a Litigant a Person = a  
21 piece of dirt, a non-entity with no rights, there to be taken advantage of.
- 22 53. As detailed under the LVT section, above: **(1)** Silverstone wrote a letter to the LVT on 17 July 2003  
23 (supplied), asking the Tribunal to specify the amount of service charge I had to pay; **(2)** in its 21 July  
24 2003 reply (supplied) the LVT said that it was "*not its duty to do this... but only to determine the  
25 reasonableness, or otherwise of the service charges as a whole to go on the service charge account  
26 from which no doubt you can assess the proportion for that particular tenant*"
- 27 54. The battle raged on with CKFT as it redoubled in its efforts to get me to strike a deal with its client.  
28 Indeed, between the end of June 2003 and early August 2003, I received three letters from  
29 Silverstone in which he used bullying and intimidation tactics in an attempt to force me to do this.
- 30 55. Partly in reply to these letters, on 9 August 2003 <sup>93</sup> I wrote a letter to WLCC (copied to CKFT) stating,  
31 among others "*There are no side deals to be made with the Claimant: the nature of the works and  
32 their associated costs must be totally clear and transparent - to ALL lessees. In their letter of 24 July  
33 2003, CKFT again offer "a round-table meeting" to resolve matters...What each lessee is required to  
34 pay is clearly defined by means of a fixed percentage (see the attached list of percentage for each of  
35 the 35 flats supplied by SSL-MRJ in their 7 August 2002 application to the LVT*"
- 36 56. CKFT also continued to lie to WLCC: in her 5 August 2003 application for Summary Judgment  
37 against me (and one of my fellow leaseholders) <sup>94</sup> Ayesha Salim claimed that we owed the 24 June  
38 2003 revised amount. This time, the "*Major works apportionment 24th June 2002 revised*" issued by

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<sup>91</sup> 03.07.15 My letter to WLCC highlighting the sums considered as unreasonable by the Tribunal, and stating that SS-MRJ has not implemented the Tribunal's 'determination'; proof of postage

<sup>92</sup> 03.07.17 Letter from Lanny Silverstone, CKFT, to District Judge Wright, implying that I am a liar

<sup>93</sup> 03.08.09 My letter to WLCC that "*there are no side deals to be made with the claimant*"

<sup>94</sup> 03.08.05 Application to WLCC by Ayesha Salim, CKFT, for summary judgement against me

- 1 MRJ <sup>95</sup> listed all the flats – in EACH instance showing a reduction of 24.19% relative to the amount  
2 on the 29 November 2002 claim i.e. same reduction as given to me by Silverstone on 24 June 2003.  
3 DID THE JUDGES IN WLCC RAISE THIS WITH CKFT IN RELATION TO MY FELLOW  
4 LEASEHOLDERS LISTED ON THE CLAIM WHO HAD BEEN MADE TO PAY THE FULL AMOUNT?
- 5 **57. By continuing to treat me as a non-entity, WLCC forced me to employ 'advisers'. The 26**  
6 **August 2003 hearing was nonetheless a mockery of justice**
- 7 58. Prior to seeing the judge, a conversation took place between my 'advisors' and CKFT resulting in an  
8 'understanding' to get me to pay the costs I had recognised in my 9 August 2003 letter to WLCC  
9 (supplied). They agreed on the sum of £2,255.
- 10 59. Although legally, I did not owe a single penny, what prompted me to agree were: **(1)** the realisation  
11 that justice was not on WLCC's agenda; **(2)** my 'advisors' who claimed that if I did not make a  
12 payment, *"it would be likely to be held against me"*; **(3)** in any case, I had always recognised that  
13 works were needed to the block and that consequently I would need to pay my share.
- 14 60. During the hearing, Ayesha Salim's explanation for the fact that her 5 August 2003 application was for  
15 *"the court to enter summary judgement"* against me for the sum of £10,917 when, in fact, the sum  
16 now proposed was only £2,255 – she said to District Judge Wright that *"it was a clerical error"*. And  
17 this was accepted by the judge without the blink of an eyelid.
- 18 61. In spite of all of the evidence I had supplied to the court, District Judge Wright did not challenge CKFT  
19 on the claims contained in the application.
- 20 **62. Finally admitting to myself after the 26 August 2003 hearing that the English legal sector is**  
21 **hell bent on helping landlords – at least 'certain landlords' - line their pockets at the expense**  
22 **of leaseholders, and that consequently I was not going to get justice in the courts, after weeks**  
23 **of more hell, I decided to accept SS' 21 October 2003 'offer' of £6,350 – even though, legally, I**  
24 **did not owe this amount**
- 25 63. After the 26 August 2003 hearing, the battle continued to rage on, as my 'advisors', Piper Smith  
26 Basham, quite clearly joined forces with CKFT to force me to strike a deal. I continued to refuse to do  
27 this – saying that it was against the terms of my lease, and in breach of my statutory rights.
- 28 64. As per the 26 August 2003 Order <sup>96</sup> requiring exchange of witness statements by 21 October 2003, I  
29 wrote mine and sent it to my 'advisors' Piper Smith Basham on 19 October 2003.
- 30 65. It was clear that, in breach of Civil Procedure Rules – which require simultaneous exchange (e.g. 28  
31 May 2004 WLCC Order – supplied) - Piper Smith Basham had sent / discussed my witness statement  
32 with CKFT / its client, as I never received one from SS. Instead, two hours after the deadline for  
33 exchanging the witness statements, CKFT faxed a 21 October 2003 'offer' by SS aka Andrew Ladsky  
34 <sup>97</sup> for £6,350 + plus £143 interest! It amounted to a reduction of £8,000, or nearly 60% less than the  
35 original 17 July 2002 demand of £14,400 (supplied) – providing overwhelming evidence in support of  
36 my position. Indeed, considering the conduct of Ladsky's puppets up to this point, it is blatantly  
37 obvious that if I owed the original demand, this 'offer' would not have been made.

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<sup>95</sup> 03.08.26 "Major works apportionment 24th June 2002 revised ", listing the 35 flats – attached to CKFT's 8 August 2003 Application to WLCC for summary judgement

<sup>96</sup> 03.08.26 WLCC Order following the hearing

<sup>97</sup> 03.10.21 Steel Services (SS) aka Andrew Ladsky's offer

- 1 66. Against my moral principles, I decided to accept the “offer” even, though, legally, I did *not* owe this  
2 amount – as I finally admitted to myself that I was facing a legal sector hell bent on helping landlords  
3 – at least ‘certain landlords’ - line their pockets at the expense of leaseholders. And my ‘daring’ to  
4 stand-up for the rights I have been told I have the right to demand had, by then, led me to suffer  
5 horrendous, inhuman treatment – including by my ‘advisors’.
- 6 67. More was yet to come as my ‘advisors’ attempted to trick me in the reply to the ‘offer’ – leading me to  
7 take back control of my case in December 2003.
- 8 68. On 19 December 2003<sup>98</sup> I sent *my own* Notice of Acceptance to CKFT stating that, in spite of the  
9 breaches of covenants in my lease and statutory requirements, I was doing this “*for the sake of*  
10 *bringing the dispute to an end*”. I included a cheque for £4,096 (£6,350 – the £2,255 I had paid  
11 following the 26 August 2003 hearing). (I refused to pay the interest).
- 12 69. I did not view this reply as affording me the justice and redress I felt I deserved given the  
13 circumstances of my case – but, the horrendous treatment I had been subjected to by WLCC and the  
14 lawyers meant that I was near collapse. I wanted out of the hell hole flat, I wanted to be rid of the evil,  
15 greed-ridden, criminal vermin controlling it. And at that point: I wanted out of this country as it no  
16 longer was the country I had opted to make my home for so many years.
- 17 70. My taking back control of my case threw a spanner in the works of the arrogant, corrupt cabal, and  
18 kick-started another six months of battling with CKFT playing games, then in WLCC, and latterly with  
19 Wandsworth County Court.
- 20 **71. On 31 March 2004, a WLCC staff *wrongly* told me that a judgment has been entered against me**  
21 **on 18 March 2004**
- 22 72. Given, among other, the shambolic state of the court, when, on 31 March 2004, I wanted to ascertain  
23 what movement, if any, had taken place on my file, I thought it best to take time off-work and go to the  
24 court in person.
- 25 73. I was told “*a judgement has been entered against you on 18 March 2004*”. Yet, again I am in a state  
26 of shock and utter panic, and thinking, this hell hole of a court is absolutely set on persecuting me. A  
27 judgement has been entered against me? Why? I have had no communication to this effect.
- 28 74. When I asked for evidence, i.e., copy of documents, I was handed, more accurately, thrown a blank  
29 piece of paper and asked to “*write what you want*” When I replied “*How can I write what I want from*  
30 *the file given that I do not know what has gone on it*”, I was told: “*Well' it's an old file, it's gone into*  
31 *archives*”. I challenged the reply on the basis that a file, to which additions had been made in the last  
32 two weeks, could not be considered “*an old file*” and added “*I will not be fobbed-off. I will wait here*  
33 *until you give me the documents*”. By this time, I had raised my voice to make sure I was heard by all.
- 34 75. It took more than 20 minutes to find the file, as the staff kept going back, time and time again to the  
35 same places. After this very anxious wait, I was told that “*no movement*” had taken place on my file.  
36 When I pointed out that when I first arrived I had been told “*a judgment was entered against you on*  
37 *18 March*” – the reply was “*Oh, no, it's not against you, it's against Defendant # 9*”
- 38 76. Had I not been an assertive person, I would have left the court, as initially expected to - with the  
39 wrong information - making myself sick for days-on-end in the belief that a judgement had been  
40 entered against me. As it was, it took me a while after leaving the court to calm down my heart beat.

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<sup>98</sup> 03.12.19 My Notice of Acceptance of the 21 October 2003 ‘offer’ by SS

- 1 **77. And the persecution by WLCC continued, as it ignored instructions from the Royal Courts of**  
2 **Justice Citizens Advice Bureau, leading me to miss the 28 May 2004 hearing – to the great**  
3 **benefit of CKFT’s client**
- 4 78. With CKFT playing games since my 19 December 2003 Notice of Acceptance – which obviously,  
5 unlike that sent by my ‘advisors’ in November 2003, did not suit its client – in March 2004, I sought  
6 the assistance of the Royal Courts of Justice’s Citizens Advice Bureau (CAB). As can be seen in its 2  
7 April 2004 letter to WLCC<sup>99</sup> CAB specified that the court needed to “*contact me directly*”.
- 8 79. Of course, WLCC proceeded with totally ignoring this, sending an 18 May 2004 Notice of hearing<sup>100</sup>  
9 for 28 May 2004 to CAB, instead of sending it to me. CAB received it on 21 May 2004. By the time it  
10 contacted me – its email and letter of 25 May 2004<sup>101</sup> – I was out of the country – and therefore  
11 missed the 28 May 2004 hearing. (In my 19 May 2004 letter to WLCC<sup>102</sup>, I asked for confirmation of  
12 my call to the court when I was told that CKFT had paid for a hearing)
- 13 80. My not being present at the hearing, combined with the fact that the Judge admitted to not having  
14 read even the skeleton argument - as evidenced in the transcript<sup>103</sup> (CKFT did not supply me with its  
15 skeleton argument) - allowed Ayesha Salim, CKFT, to spin her story unchallenged – and walk away  
16 with having the claim against me “*stayed*” – as can be seen in the 28 May 2004 Order<sup>104</sup>. This is in  
17 spite of saying at the hearing - and confirming in her 28 May 2004 letter<sup>105</sup> – that her client accepted  
18 my amended version of the Consent Order.
- 19 **81. Even when faced with the evidence, the WLCC staff initially denied that a hearing had taken**  
20 **place on 28 May 2004**
- 21 82. The benefit of my first week of holiday, in a very long time, disappeared as soon as I found a copy of  
22 the 28 May Order in the post. I was in the street as I read it and could not stop myself from crying.
- 23 83. Yet again, I took time off work to go to WLCC to obtain a copy of the transcript of the hearing (ending  
24 up completing a form to this effect). Initially I was told that “*no hearing took place on 28 May*”
- 25 84. Anticipating, based on previous events, that the staff would somehow try to get rid of me as quickly as  
26 possible, I had taken the precaution of bringing with me a copy of the notice of the 28 May 2004  
27 hearing, as well as the 28 May 2004 letter from Ayesha Salim, CKFT (supplied) in which she wrote  
28 “*You did not attend the hearing today*”
- 29 85. Unbelievably, even when faced with this evidence, I still had to battle with the court's staff as he  
30 continued to claim that no hearing had taken place.
- 31 **86. WLCC continued with the persecution and mental torture by sending me a 9 June 2004 Notice**  
32 **that I was the Defendant in a trial**

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<sup>99</sup> 04.04.02 Royal Courts of Justice Citizens Advice Bureau letter to WLCC

<sup>100</sup> 04.05.18 WLCC Notice of 28 May 2003 hearing

<sup>101</sup> 04.05.25 RCJ Citizens Advice Bureau letter and email

<sup>102</sup> 04.05.19 My letter to WLCC asking for confirmation that CKFT paid for a hearing

<sup>103</sup> 04.05.28 Transcript of hearing

<sup>104</sup> 04.05.28 WLCC Order that the action against me be “*stayed*”

<sup>105</sup> 04.05.26 CKFT letter accepting my amended version of the Consent Order



- 1 87. As can be seen from the 9 June 2004 Notice <sup>106</sup> - which gives my name as “*The Defendant*” - it  
2 states “*As a result of an order made on 28 May 2004, this claim has been transferred to the*  
3 **Wandsworth County Court for listing for trial before Circuit Judge**”
- 4 88. I cannot begin to describe the state I was in on receiving this notice. A state of shock, utter panic and  
5 extreme distress, as I simply did not understand what was going on. There was no explanation  
6 whatsoever on the Notice.
- 7 89. Why was I going to end-up in a trial? How could I possibly end-up in a trial given that I had agreed to  
8 a consent order?
- 9 90. Having missed the 28 May 2004 hearing due to WLCC’s fault, I had no idea what had been said at  
10 that hearing – and therefore what was behind this Notice.
- 11 91. I phoned WLCC asking to confirm that I was the Defendant in the trial; reply “Yes”. When I asked  
12 why – given that an agreement had been reached, the reply was “*I don’t know, I can’t tell you*  
13 *because your file has been transferred*”.
- 14 92. I then phoned Wandsworth County Court. They claimed to not have received my file and therefore  
15 could not answer my questions.
- 16 93. During these contacts, the staff often displayed extreme arrogance, a patronizing, condescending  
17 attitude and, at times, coming across as though they were enjoying my anguish and distress. **It felt as**  
18 **though the staff had been asked to inflict punishment on me.**
- 19 94. I headed my 20 June 2004 letter to WLCC <sup>107</sup> “*Yet again I am suffering extreme anguish and distress*  
20 *because of your Court’s carelessness*” – and related events. I was desperate to get the transcript of  
21 the hearing to understand what was behind the 9 June 2004 Notice from WLCC.
- 22 **95. More than one month after my requesting that WLCC sends the tape of the 28 May 2004**  
23 **hearing to my selected company for transcription, WLCC sent the wrong tape to the company**
- 24 96. What had and continued to be taking place with that nightmare court since the claim was filed could  
25 not be attributed solely to crass incompetence. The occurrences are too numerous, and the situations  
26 show a co-ordinated approach – leading me to conclude that **it is part of an ‘extra service’ to**  
27 **‘certain landlords’**: in this case, revenge on behalf of Andrew Ladsky and his puppets for my ‘daring’  
28 to challenge the service charge demand.
- 29 97. One month since the 9 June 2004 Notice, and the mental torture was continuing as I did not know  
30 what had been said at the 28 May 2004 hearing, and therefore what was behind the Notice. Yet  
31 again, I used my time writing this 8 July 2004 <sup>108</sup> letter to WLCC relating events, and chasing a reply  
32 to my 20 June 2004 letter.
- 33 **98. Five weeks into the ongoing mental torture, distress and torment, on 19 July 2004,**  
34 **Wandsworth County Court** phoned me to confirm that I was the Defendant in the trial on 17  
35 **August 2004. After yet more days of mental torture, I was told that the trial did not concern**  
36 **me – and, in the process, was treated like an illiterate idiot**

**See the summaries on  
Wandsworth County Court**

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<sup>106</sup> 04.06.09 WLCC Notice that I am “*the Defendant in a trial*”

<sup>107</sup> 04.06.20 My letter to WLCC about making me miss the 28 May 2004 hearing; its 28 May 2004 Order that the action against me is “stayed”; the meaning of its 9 June 2004 Notice;

<sup>108</sup> 04.07.08 My letter to WLCC pointing out that it sent the wrong tape for transcription

- 1 99. On 19 July 2004, a staff at Wandsworth County Court phoned me in response to my 8 July 2004  
2 letter (supplied). He confirmed that I was the Defendant in the trial scheduled for 17 August 2004.
- 3 100. He asked me to send him a copy of the Consent Order I had agreed with CKFT in May, and which  
4 Wandsworth County Court had endorsed on 1 July 2004 <sup>109</sup> - as the court had *not* kept a copy on  
5 file. (NB!!!)
- 6 101. I captured this in my 19 July 2004 fax <sup>110</sup> to the staff and asked him to *"confirm in writing whether or  
7 not the 17 August trial concerns me"*.
- 8 **102. By 22 July 2004 I was still left in the dark as to whether or not I was the defendant in the 17  
9 August 2003 trial, forcing me to, yet again, write another letter**
- 10 103. Still in the dark, and in continuing terrible distress and anguish as to whether or not I was the  
11 defendant in a trial due to take place in three weeks time, on 22 July 2004 <sup>111</sup> I wrote to the District  
12 Judge, Wandsworth County Court stating, among other *"If the trial does concern me, then I have not  
13 been provided with any instructions whatsoever"*
- 14 104. I also wrote *"Having fallen victim to an unscrupulous landlord, I have then been subjected to the  
15 most appalling treatment by the Courts which I can only describe as amounting to cruelty and  
16 persecution: if this communication that the 17 August trial does not concern me (and it seems to me  
17 that it does not) it will be the third time that I am told to respond to a Court action that does not  
18 concern me... nobody even bothers to reply to my letters making me endure the most awful anguish,  
19 distress and torment"*
- 20 **105. It finally led to an arrogant, insulting reply that the trial did not concern me – and no apology.**
- 21 106. In its arrogant, insulting reply of 23 July 2004 <sup>112</sup> Wandsworth County Court states *"You are not  
22 required to attend the hearing on the 17th August 2004 as your case has now settled (sic). Part 5 of  
23 the order of 28 May 2004 states that it is the claim against the 5th defendant that was to be listed"*.
- 24 107. This was followed by a confirmation dated 28 July 2004 <sup>113</sup>
- 25 108. Not only do I not even get an apology from the court, it attempts to cover-up what it and WLCC had  
26 done by treating me like an illiterate idiot.
- 27 **109. The 2 August 2004 judgment from Wandsworth County Court indicates that, like WLCC, it  
28 also opted to ignore the 17 June 2003 LVT 'determination'**
- 29 110. My analysis of the 2 August 2004 Order (both supplied) indicates that my fellow leaseholder, the 5<sup>th</sup>  
30 Defendant on the claim, was made to pay far more than the 17 June 2003 'determination'. Hence:  
31 suffered injustice. Although I do not know what has become of this leaseholder, this injustice needs  
32 to be addressed so that disciplinary action is taken.

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<sup>109</sup> 04.07.01 My Consent Order with CKFT, endorsed by Wandsworth County Court

<sup>110</sup> 04.07.19 My fax to Wandsworth County Court confirming conversation, and asking it confirms I am the Defendant in the 17 August 2003 hearing

<sup>111</sup> 04.07.22 My letter to Wandsworth County Court asking to confirm that I am the Defendant for the 17 August 2004 trial

<sup>112</sup> 04.07.23 Reply from Wandsworth County Court that the trial does not concern me

<sup>113</sup> 04.07.28 Letter from Wandsworth County Court

1 111. In my 8 July 2004 letter, I also informed Wandsworth County Court of the 17 June 2003 LVT  
2 'determination', and supplied copy of my letters to WLCC.

3 **112. As a result of treating me like a piece of dirt, a non-entity with no rights, WLCC led me to**  
4 **incur several thousand Pounds in lawyers fees, as well as other significant costs:**

Lawyers	£
1-Sep-03 <sup>114</sup> David Pliener – for 26 August 2003 hearing	881.25
3-Oct-03 <sup>115</sup> Piper Smith Basham	3,500.00
14-Oct-03 <sup>116</sup> Piper Smith Basham	1,500.00
24-Oct-03 <sup>117</sup> Butcher Burns - to discuss the 21 October 2003 'offer'	176.25
<b>Transcript</b>	
18-Aug04 <sup>118</sup> Beverley F. Nunnery, transcript of the 28 May 2004 hearing	36.90
TOTAL	6,094.40

5 (NB: Stan Gallagher, the barrister who attempted to trick me in the context of the reply to the 21 October  
6 2003 'offer' wanted £1,440 in fees. I refused to pay)

7 113. The above, covering a period of 3 months, represents only a fraction of the costs that WLCC forced  
8 me to incur between 2002 and 2004 because of its blind eye and deaf ear attitude.

9 114. For the rest of the 20 months of absolute, sheer utter hell i.e. 17 months that I was a Litigant in  
10 Person, WLCC cost me numerous other costs including loss of income by my needing to make trips  
11 to the court; the wasted trip with my surveyor for the non-existent 4 April 2003 hearing; time meeting  
12 with lawyers to discuss the case; a huge loss of my spare time by forcing me to write endless letters  
13 as it kept on turning a blind eye and deaf ear to the evidence, and because 50% of the notices it sent  
14 me did not concern me; concurrent expenses to these activities (travel, stationary, postage, etc.) And  
15 HMCS 'Customer Service' added to this waste of my spare time. (Next section)

16 **115. On top of the financial costs, and loss of my very precious spare time, as a result of its cruel,**  
17 **perverse, vicious, morally depraved treatment, WLCC caused me an indescribable amount of**  
18 **sustained torment, anguish and distress over a period of ONE YEAR AND NINE MONTHS.**

19 116. There have been times when I contemplated ending it all because of that nightmare, hell hole of a  
20 court i.e. its staff and judges. It operated in total disregard of its mandate and of my rights (not to  
21 mention those of my fellow leaseholders). This court is a disgrace to the country...but would fit very  
22 well in a dictatorship. And events in 2007-08 further reinforced my views – as WLCC continued to  
23 assist Andrew Ladsky, determined that, like my fellow leaseholders, I would not get away with  
24 contributing to its friend's costs that had helped him generate a multi-million Pound jackpot.

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<sup>114</sup> 03.08.28 Invoice from David Pliener for £881

<sup>115</sup> 03.10.03 Letter from Piper Smith Basham confirming payment of £3,500 and asking for a further  
£1,500

<sup>116</sup> 03.10.14 Letter from Piper Smith Basham confirming receipt of £1,500

<sup>117</sup> 03.10.24 Invoice from Butcher Burns for £176

<sup>118</sup> 03.08.18 Invoice from Beverley F Nunnery for £37

## 1    4    HOW HMCS 'CUSTOMER SERVICE' 'HANDLED' MY 29 JUNE 2004 'CRY FOR HELP'

2    By June 2004 I was so distraught by what was going on in WLCC that I sent a 29 June 2004 'cry for help'  
3    to Lord Falconer of Thoroton <sup>119</sup>

4    The 23 August 2004 reply <sup>120</sup> was defiant, arrogant, challenging, patronizing, dismissive, failed to own-up  
5    to any accountability and responsibility, covered-up what had taken place – generally by implying that I  
6    was illiterate / an imbecile / a liar – and through deceit:

7    1.    Re. the WLCC 21 March 2003 Notice of a Charger Order (supplied) that did not concern me. Reply: it  
8    implied that I am a liar by stating *"I am surprised that no one in the Court could inform you what a*  
9    *charging order was..."* It falsely claims that I had been informed that the hearing concerned one of my  
10    fellow leaseholders – and thereby implies that I am an illiterate idiot who had spent days frantically  
11    trying to determine why this Order had been sent to me.

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

17    3.    Re. WLCC falsely telling me, on 31 March 2004, that a judgement had been entered against me on  
18    18 March 2004. Reply: An implication that I am meant to feel sorry for the 'poor' court staff as *"There*  
19    *are 9 (NB: there were 11) defendants in this case"* (NB: It is not I who took the decision to include 11  
20    defendants on the same claim). *"When you speak to court staff it is often difficult for them to know*  
21    *what the current position is in relation to you without looking through the whole court file"*. (NB:  
22    Judging from my experience and that of some fellow leaseholders, that file was a complete  
23    shambles). Outcome: the reply totally ignores what I wrote in my 29 June 2004 letter in which I  
24    related how I had been treated by the staff and, in typical style, it washed its hands of accountability.

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

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

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<sup>119</sup> 04.06.29 My 'cry for help' to Lord Falconer of Thoroton

<sup>120</sup> 04.08.23 Reply from the Court Service to my 29 June 2004 'cry for help' to Lord Falconer of Thoroton

- 1 6. Re. WLCC wrongly telling me that I was *“the Defendant”* at a trial set for 17 August 2004 (supplied).  
2 Reply: Putting yet again the blame on the fact that there were *“9 Defendants”* (NB: should be 11),  
3 after five lines of padding, on the sixth line it states *“Please note that this is only in relation to the 5th*  
4 *Defendant and it is not against you”*. What was the ‘Customer Service’ explanation for the fact that  
5 the 9 June 2004 Notice of this hearing (supplied) *only had* my name on it, and my address – nobody  
6 else’s? It replied *“Unfortunately, this can be very confusing as the order has your name on it and*  
7 *leads you to believe that it relates to you when it actually refers to another defendant”*. Such is their  
8 contempt that, pinned to the wall, and they still won’t accept responsibility – and opt to treat the end-  
9 user as a complete moron.
- 10 In addition, that *“the notice was copied for [my] information”* and that *“...orders issued by the Judge*  
11 *relating to one defendant has to be copied out to all defendants as to what is happening in the case”*.  
12 This was another deceitful cover-up as, apart from receiving Orders and Notices - falsely - telling me  
13 that they concerned me, I was *never* copied in relation to my 10 other fellow leaseholders.
- 14 7. Re. WLCC wrongly telling me that no hearing had taken place on 28 May 2004. Reply: *“I am*  
15 *surprised that a member of the court staff would inform you that no hearing took place as the notice of*  
16 *hearing is clearly marked on the court computer”*. Hence, it (yet again) implies that I am a liar.
- 17 8. Re. WLCC sending the wrong tape to the company I had selected to do the transcript of the 28 May  
18 2004 hearing – and taking one month to do it. Reply: *“...the court file had been transferred to*  
19 *Wandsworth County Court and the staff had difficulty in locating the tapes without the court file”*.  
20 Firstly: not my problem. Secondly: my case should **not** have been transferred as the Court Service  
21 recognised that *“an agreement had been reached”*. WLCC transferred my file because of (at best) its  
22 negligence: wrongly identifying me as *“the Defendant”* in the trial set for 17 August 2004 in  
23 Wandsworth County Court.
- 24 9. Re. my repeatedly communicating to WLCC that the same action was taking place, concurrently in  
25 the LVT and that I had asked the court to stay the court action (supplied). Reply: can’t comment.
- 26 10. Re. the fact that WLCC, as well as Wandsworth County Court, repeatedly ignored my letters  
27 (supplied) about the tribunal’s 17 June 2003 ‘determination’ (supplied), and the fact that SS had not  
28 implemented it while nonetheless pursuing the claim. General reply: *“can’t comment on action by*  
29 *court / judges”*
- 30 11. Re. the fact that WLCC had issued judgments against some of my fellow leaseholders (supplied: 23  
31 May 2003 Application by Lanny Silverstone, CKFT) **before** the tribunal had issued its 17 June 2003  
32 determination. General reply: *“can’t comment on action by court / judges”*
- 33 12. Re. the fact that, by nonetheless proceeding with the 24 June 2003 hearing (supplied), WLCC  
34 subjected me to double jeopardy – as I had leave of appeal to the Lands Tribunal. General reply:  
35 *“can’t comment on action by court / judges”*
- 36 13. Re. the fact that CKFT had filed an application for summary judgement against me and changed its  
37 position at the 26 August 2003 hearing, covering-up its acceptance of my part payment by stating that  
38 it had *“made an error”*. (It certainly had not. It was trying its luck to force me to pay monies I did not  
39 owe). And the judge accepted this without question. General reply: *“can’t comment on action by court*  
40 */ judges”*
- 41 14. Re. the fact that in my 17 December 2002 Defence (supplied) I had stated that the lease supplied  
42 with the claim was materially different from mine. Reply: not addressed.

1 15. The Head of 'Customer Service' concluded his letter by stating that I felt *"that the system has let me*  
2 *down and that I did not receive justice"*. That's a gigantic understatement.

3 And the horrific nightmare experience with this hell hole of a court was repeated in 2007-08.

[See the summaries](#)

[Overview # 11](#)

4 **5 WHAT WEST LONDON COUNTY COURT DID - In 2007-2008**

5 1. Prior events

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

9 This universally accepted principle is not recognised by Andrew Ladsky: he decided that it was not  
10 going to be the end of it. Like the majority of my fellow leaseholders, I WOULD be made to pay him  
11 whatever amount he deemed fit, and I, 'a woman', of limited financial means and no influential  
12 connections, who had 'dared' stand-up to him - 'Mr I Am So Important, So Superior to Anybody Else',  
13 Entitled to Get My Every Wish and Take Whatever I Want from Others' - would be severely punished  
14 by him and his equally sociopathic 'supporters' for 'daring' to do it.

15 So, three months after Wandsworth County Court endorsed the 1 July 2004 Consent Order (supplied)  
16 he had his puppets, MRJ, send me an – unsupported - invoice, dated 21 October 2004 <sup>121</sup> with a  
17 *"Brought forward balance"* of £14,450 i.e. the original sum demanded in July 2002 - as though no  
18 agreement had been reached and no payment received. Knowing that the invoice was bogus, I  
19 ignored it.

20 Three weeks later, it was followed by another – equally unsupported - demand, dated 16 November  
21 2004 <sup>122</sup> stating a *"Brought forward balance"* of £15,450. Knowing that it was, likewise, bogus, I also  
22 ignored it.

23 But, enough was enough. I had given in once; I was not going to give in a second time. Painfully  
24 aware of my horrendous experience with tribunal and court over the last two years, I hoped to get  
25 better treatment from the 'regulators'. I therefore filed a complaint with the Royal Institution of  
26 Chartered Surveyors against MRJ; with the Law Society against CKFT, as well as against Piper  
27 Smith Basham/Watton, the solicitor I had used; with the Bar Council against Stan Gallagher, the  
28 barrister I had used in relation to the 21 October 2003 'offer'; with the Institute of Chartered  
29 Accountants in England and Wales (ICAEW) against the accountant, Pridie Brewster, etc – leading  
30 me into battles spanning the following two years – all resulting in the same outcome: 'GET LOST!'

31 Of course, the 17 June 2003 'determination' was NEVER implemented. As detailed under the LVT  
32 section, above, instead of doing this, on 2 August 2004, Barrie Martin, FRICS, MRJ, announced the  
33 appointment of Mansell Construction Services, a new contractor - without going through the legally  
34 required consultation procedures.

35 This breach of consultation procedures means that the contribution to the *"major works"* - from **EACH**  
36 of the leaseholders – **HAD TO BE CAPPED** - to the statutory limit of £250. Hence, at most, the total  
37 sum that could be demanded of the 35 flats was £8,750 v e.g. the £502,000 that had been paid by 31

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<sup>121</sup> 04.10.21 Invoice from MRJ with a *"Brought forward balance"* of £14,450

<sup>122</sup> 04.11. 16 Invoice from MRJ with a *"Brought forward balance"* of £15,450

1 December 2003 (supplied). (In breach of covenants in my lease, I have not been supplied with  
2 accounts for Jefferson House since 2004)

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

6 **2. WLCC proceeded with the 27 February 2007 claim, ref. 7WL00675, in the absolute knowledge**  
7 **that TWO NAMES are given for the “Claimant”, “Roostock Overseas Corp” and “Steel**  
8 **Services”**

9 3. The 27 February 2007 claim form <sup>123</sup> states “*Claimant – Roostock Overseas Corp, c/o Portner and*  
10 *Jaskel LLP*” and, under the Particulars of Claim that “*The Claimant is the Lessor of premises known*  
11 *as Flat 3 Jefferson House... The Defendant has failed to pay the sum of £8,937 in respect of service*  
12 *charges...*”

13 4. It states that the charges are detailed on the (supplied) attached schedule – which is a 13 February  
14 2007 invoice from Martin Russell Jones (MRJ), headed “*Landlord: Steel Services c/o C.K.F.T.*”

15 Hence:

- 16 ■ There are TWO DIFFERENT companies on the claim claiming to be my 'landlord';
- 17 ■ EACH represented by A DIFFERENT firm of solicitors
- 18 ■ One demanding that I pay £8,937 plus interest and costs, or a total of £10,356. The other  
19 demanding that I pay £8,937

20 5. As can be seen in my 22 March 2007 Acknowledgment of Service <sup>124</sup> I went to great lengths to  
21 highlight the fact that the claim contained two names. I did this by:

- 22 ■ (1) sticking a label in the box headed “*Claimant (including reference)*”, stating “*Roostock*  
23 *Overseas Corp (?), or Steel Services Ltd (?)*”;
- 24 ■ (2) attaching a copy of: (i) the claim form on which I circled, in red, “*Roostock Overseas Corp*”  
25 and, also in red pen, next to it, wrote, in large, easily readable lettering “*v. Particulars of claim,*  
26 *next page*”; (ii) the “*13 Feb 2007 Statement*” from Martin Russell Jones, ‘managing’ agents on  
27 which I boxed in, in red pen “*Landlord: Steel Services Ltd*”

28 6. Evidently, my doing this ‘displeased’ WLCC and its supporters as, at the 30 January 2009 Supreme  
29 Court Cost Office Detailed Assessment hearing (my action to get my costs back from “*Roostock*”),  
30 the Deputy Master Haufman asked me, in a hostile tone, why I had also sent the other pages i.e. in  
31 addition to the top form. I replied that I had done this for the purpose of highlighting the fact that there  
32 are TWO NAMES for the 'claimant'. He replied (in an authoritarian tone): “*You should not have done*  
33 *this. You should have only returned the form that the court sent you*”.

34 7. I replied “*I receive a claim that has TWO NAMES as the 'claimant', one of which I have never hear of,*  
35 *both claiming to be my 'landlord', and demanding that I pay over £10,000, and you expect me to not*  
36 *say anything?*” Reply (in a continuing, authoritarian, hostile tone) “*You should not have done it!*”

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<sup>123</sup> 07.02.27 WLCC claim ref. 7WL00675

<sup>124</sup> 07.03.22 My Acknowledgment of Service of the 27 February 2007 claim (in colour)

- 1 **8. WLCC failed to take action when I repeatedly highlighted the issue as to the identity of the**  
2 **“claimant” - and consequently the issue as to the legality of the claim against me. It let me**  
3 **raise this issue a total of 11 TIMES - over more than one year.**
- 4 9. As evidenced by the 29 November 2002 WLCC claim, ref WL 203537, I had heard of Steel Services  
5 (SS). However, I knew from researching the Land Registry records for all the flats in Jefferson House  
6 at the time of the 10 February 2006 bogus “Notice of first refusal” issued by Portner “on behalf of  
7 Steel Services” <sup>125</sup> that SS had lost control of the whole block – as a new superior headlessor,  
8 Lavagna Enterprises had just been added, and had control of the last floor of Jefferson House.
- 9 10. Daniel Broughton, Portner, was forced to concede in his 3 April 2006 <sup>126</sup> letter in reply to mine of 30  
10 March 2006 <sup>127</sup> that “The disposal being offered, as per the content of the notice (NB: = LIE. The  
11 “Notice” is a carbon copy of previous notices when SS was the headlessor for the whole of Jefferson  
12 House), is in respect of the interest held in the property by Steel Services Ltd and not any interest in  
13 the property that may be held by Lavagna Enterprises Ltd”.
- 14 11. As a result of this addition and transaction, SS had become ‘a lessee’ of Lavagna Enterprises. (Of  
15 course, as evidenced by the bogus 10 February 2006 “Notice”, this had been kept hidden).
- 16 12. None of the Land Registry records mentioned “Rootstock Overseas Corp.” nor, indeed, “Rootstock  
17 Overseas Corp”.
- 18 13. The claim had been preceded by a 16 February 2007 letter from Portner and Jaskel <sup>128</sup> stating that it  
19 was acting for “Rootstock Overseas Corp”, and threatening me with “bankruptcy proceedings”,  
20 “forfeiture” and “costs”, in the name of this company if I failed to immediately pay the sum of  
21 £8,937.28 (i.e. sum in the claim). Contrary to its statement that “a statement dated 13th February  
22 2007 which indicates how the sum of £8,937.28 has been calculated is enclosed” – this was not true.
- 23 14. I replied on 25 February 2007 <sup>129</sup> “I have never heard of this company...consequently I cannot have  
24 “outstanding arrears””. I highlighted that “a statement dated 13th February 2007... was not enclosed”  
25 and wrote “I await clarification from you”.
- 26 15. The response to my letter was to immediately file the claim against me on 27 February 2007 –  
27 providing yet another example of the psychological make-up of Andrew Ladsky and his puppets. (In  
28 October 2006, Jeremy Hershkorn had identified Andrew Ladsky as his “client” to my ISP)
- 29 16. With no reply to my question in my 25 February 2007 letter, 4 months later, I again repeated it in my  
30 30 June 2007 letter to Portner, cc’d WLCC <sup>130</sup> It led to a 12 July 2007 reply stating “We notified you  
31 by our letter of 27<sup>th</sup> February 2007 that the Title of the premises was transferred from Steel Services  
32 to our clients, Rootstock Overseas Corp 24<sup>th</sup> May 2006”. Obviously, I had not received this letter.

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<sup>125</sup> 06.02.10 Bogus “Notice of first refusal” issued by Portner “on behalf of Steel Services”, inc. enclosure

<sup>126</sup> 06.04.03 Letter from Daniel Broughton, Portner and Jaskel

<sup>127</sup> 06.03.30 My letter to Daniel Broughton, Portner and Jaskel that the 10 February 2006 “Notice” and his subsequent replies suggest that the “Notice” also includes the titles for Lavagna Enterprises

<sup>128</sup> 07.02.16 Letter from Portner and Jaskel threatening me with bankruptcy proceedings, forfeiture and costs unless I immediately pay the sum of £8,937 to its ‘client’ “Rootstock Overseas Corp.”

<sup>129</sup> 07.02.25 My letter to Portner that I have never heard of “Rootstock” and cannot therefore owe monies to a company I have never had any dealings with

<sup>130</sup> 07.06.30 My letter to Portner and Jaskel, cc’d WLCC; proof of postage



- 1 17. With the 12 July 2007 letter, Portner enclosed a copy of a Land Registry title stating that the title for  
2 “Property: Jefferson House, 7 to 13 Basil Street, London SW3 1AX” had been transferred from “Steel  
3 Services Limited” to “Rootstock Overseas Corp., Republic of Panama” on “24<sup>th</sup> May 2006”, for the  
4 sum of “£120,000”. The transaction was “Signed as a deed on behalf of Steel Services Ltd, a  
5 company incorporated in the British Virgin Islands...”
- 6 18. In my 12 August 2007 reply <sup>131</sup>, I challenged the fact that “Rootstock” was my ‘landlord’ by pointing  
7 out **(1)** SS did not control the block due to the addition of Lavagna Enterprises that had control of the  
8 last floor of Jefferson House; **(2)** Asking “As you claim that the change of ownership took place on 24  
9 May 2006, **how do you explain that the Particulars of Claim – which are in the name of**  
10 **“Landlord: Steel Services” - include sums of monies for periods up to 24 December 2006 i.e.**  
11 **seven months post the 24 May 2006 date?”**. (See my analysis of the charges as MRJ’s invoice is a  
12 mess <sup>132</sup> ) I never received a reply, included when I incorporated this in my 19 May 2008 Part 18  
13 Request – as my Part 18 Request was not even acknowledged by Portner.
- 14 19. New information came to light as a result of my asking Portner for copy of one of the documents in its  
15 4 February 2008 Standard Disclosure which revealed that the Airspace of Jefferson House had been  
16 transferred on “8 January 2007” from “Steel Services Limited” “British Virgin Islands” to “Rootstock  
17 Overseas Corp, Republic de Panama” for “the sum of £1.00”.
- 18 20. Hence, the transaction had been registered 7 weeks prior to filing the 27 February 2007 claim. These  
19 events provide yet another example of Portner and its client’s perverse, devious, warped mentality -  
20 considering that I had first asked for clarification 15 months previously – and subsequently raised the  
21 issue in, among other, major documents served on them and WLCC: **(1)** my 3 May 2007 Skeleton  
22 Argument; **(2)** my 12 September 2007 Defence.
- 23 21. This is in addition to raising the issue in my letters of: **(3)** 30 June 2007 to Portner, cc’d WLCC;  
24 (supplied) **(4)** 12 August 2007 to Portner, cc’d WLCC (supplied); **(5)** 2 October 2007 to WLCC, cc’d  
25 Portner (supplied); **(6)** 26 January 2008 to “A Judge committed to the concept of Justice”, c/o WLCC,  
26 cc’d Portner <sup>133</sup> ; **(7)** My 14 March 2008 Allocation Questionnaire, cc’d Portner.
- 27 22. **(NB:** There are further issues about the identity of SS as it has been described by, among others,  
28 Portner and MRJ as the “freeholder” for Jefferson House. I also included this in my main documents I  
29 served on WLCC and Portner).
- 30 23. WLCC took NO ACTION as a result of my repeatedly raising this issue - hence the issue as to the  
31 identity of the “claimant” - and consequently the **issue as to the legality of the claim against me**. It  
32 let me raise this issue a total of **11 TIMES** - over more than one year.
- 33 ■ WHY did WLCC fail to take action?
- 34 ■ WHY did it proceed with the claim?
- 35 24. It is abundantly clear that WLCC failed to perform its remit under CPR, among others, under Overall  
36 Objective – Rule 1.4 “Court’s duty to manage cases”, including 1.2(a) “Ensuring that the parties are  
37 on an equal footing”

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<sup>131</sup> 07.08.12 My letter to Portner and Jaskel, cc’d WLCC; proof of postage

<sup>132</sup> 07.03.xx My compilation of the sums contained in the MRJ 13 February 2007 invoice attached to the  
27 February 2007 claim – due to the mess of the invoice

<sup>133</sup> 08.01.26 My letter to “A Judge committed to the concept of Justice” c/o WLCC; cc’d Portner; proof  
postage

- 1 25. Furthermore, in spite of knowing that there were TWO 'claimants' on the claim; that I had never heard  
2 of "Rootstock Overseas Corp." - and had repeatedly been questioning the ownership of the whole  
3 block - at the 24 August 2007 hearing, Deputy Judge McGovern ordered that I pay £293.70 to  
4 "Rootstock Overseas Corp" – evidently opting, for reasons better known to himself – to regard it as  
5 the "claimant"
- 6 26. **In breach of CPR 16 7.3, WLCC accepted the 27 February 2007 claim without a copy of my**  
7 **lease.**
- 8 27. I highlighted this failing prominently in my 12 September 2007 Defence.
- 9 28. But, maybe WLCC considered this 'an improvement' on pursuing the 29 November 2002 claim in the  
10 knowledge that the lease supplied with the claim was not representative of my lease.
- 11 29. **WLCC falsely captured in the 3 April 2007 'Notice that Acknowledgment of Service has been**  
12 **filed' that, in my 22 March 2007 Acknowledgment of Service I had stated 'an intention to**  
13 **defend part of the claim'**
- 14 30. As can be seen in my 22 March 2007 Acknowledgment of Service (supplied) I very clearly stated that  
15 I "*intend to contest the court's jurisdiction*".
- 16 31. In spite of this, in its 3 April 2007 'Notice that Acknowledgment of Service has been filed' <sup>134</sup> WLCC  
17 wrote that I had "*stated an intention to defend part of the claim*"
- 18 32. I received a copy from Jeremy Hershkorn, Portner, one month later - which 'happen to be' two days  
19 before the hearing scheduled on 8 May 2007. This 'error' proved particularly useful to Hershkorn who  
20 claimed in his 1 May 2007 letter to WLCC that, since receiving the 3 April Notice, he not heard from  
21 WLCC – and used it as one of two excuses to have the 8 May 2007 hearing cancelled.
- 22 33. It was a lie. In fact, Hershkorn had been in contact with WLCC - immediately at the end of my 4 April  
23 2007 deadline for filing my application for contesting the jurisdiction – by filing an application for  
24 judgment against me. (WLCC denied his application).
- 25 34. Over a period of 7 months, it required four written requests from me to WLCC, plus a complaint to  
26 HMCS 'Customer Service', to finally obtain a corrected version of the 3 April 2007 Notice
- 27 35. **Other events demonstrate that WLCC went out of its way to persecute me, cause me anxiety,**  
28 **distress, anguish and torment – hence, a repeat of its conduct in 2002-2004:**
- 29 36. Putting me under pressure by posting the 19 April 2007 Order <sup>135</sup> more than one week later, on 27  
30 April 2007, asking me to serve my Skeleton Argument by 3 May 2007. It led me to send a fax to  
31 WLCC on 30 April 2007 <sup>136</sup> asking for an extension. As can be seen in the 1 May 2007 Order <sup>137</sup>,  
32 District Judge Nicholson granted me one extra day
- 33 37. Cancelling the 8 May 2007 hearing "*on the grounds*" that it had received a letter from Jeremy  
34 Hershkorn, Portner – and keeping me in the dark as to what it contained - up to 24 hours before the

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<sup>134</sup> 07.04.03 WLCC 'Notice that acknowledgment of service has been filed'

<sup>135</sup> 07.04.19 WLCC Order, posted on 27 April 2009, asking for serving of Skeleton Argument by 3 May 2007

<sup>136</sup> 07.04.30 My fax to WLCC asking for an extension to write my Skeleton Argument

<sup>137</sup> 07.05.01 WLCC Order granting me one extra day to write my Skeleton Argument

- 1 hearing had been scheduled to take place, by failing to fax me a copy, as promised – as evidenced  
2 by my 4 May 2007 fax to WLCC <sup>138</sup> (as the court staff refused to read the letter to me over the phone)
- 3 38. As the 24 August 2007 hearing was approaching, over a period of 7 weeks, WLCC ignored my  
4 repeated requests for assistance in getting Portner to comply with its 19 April 2007 Order (supplied)  
5 e.g. my 12 August 2007 fax <sup>139</sup> in which I refer to my previous correspondence
- 6 39. Having sent me a 27 September 2007 letter <sup>140</sup>, in which it demanded the – unjustified - payment of  
7 £1,700 “to file a counterclaim” (I had not made, and could not have made), it ignored my 2 October  
8 2007 reply <sup>141</sup> – and subsequent chaser letters of 14 October 2007 and 28 October 2007 <sup>142</sup>
- 9 40. In response to my 13 November 2007 complaint to HMCS Customer Service, to justify its 27  
10 September 2007 demand of £1,700, WLCC manipulated what I wrote in my 12 September 2007  
11 Defence – (See below, ‘How HMCS Customer Service handled my complaint’)
- 12 41. *More than 3 months after* the 27 September 2007 – unjustified – demand for payment of the sum of  
13 £1,700, on 7 January 2008, WLCC sent me a 19 December 2007 Order <sup>143</sup> stating “*The Defendant*  
14 *having failed to comply with the Court's request by letter of 27 September 2007 to pay the*  
15 *Counterclaim fee, the Counterclaim stands struck-out*”
- 16 42. In spite WLCC having received my 26 August 2008 Application for Detailed Cost Assessment hearing  
17 <sup>144</sup> on 27 August 2008, it (District Judge Nicholson) waited until 4 hours before the 4<sup>th</sup> November  
18 2008 Detailed Assessment hearing <sup>145</sup> to issue an Order <sup>146</sup> for the case to be transferred to the  
19 Supreme Court Costs Office – claiming “*an error by the judge*”. It meant that I had a wasted trip to  
20 WLCC on 4 November 2007, as well as wasted my time preparing for the hearing.
- 21 43. The directions from the 24 August 2007 hearing required that I serve my Defence by 14 September  
22 2007 <sup>147</sup> Having found this hearing difficult to handle, for the purpose of writing my Defence, on 28  
23 August 2007 (first working day after the bank holiday), I filed an Application <sup>148</sup> to have the tape of  
24 the hearing sent to my selected company, Beverley F, Nunnery & Co, for transcription.

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<sup>138</sup> 07.05.04 My fax to WLCC stating that WLCC has failed to send me the letter it said to have received from Portner

<sup>139</sup> 07.08.22 My fax to WLCC to yet again highlight that I have not received the ‘claimant’ skeleton argument

<sup>140</sup> 07.09.27 Letter from WLCC demanding that I pay £1,700 to file – a non-existent - counterclaim

<sup>141</sup> 07.10.02 My letter to WLCC

<sup>142</sup> 07.10.28 My second chaser letter to WLCC asking for a response to my 2 October 2007 letter; proof postage

<sup>143</sup> 07.12.19 WLCC Order to “*strike-out*” my alleged counterclaim of September 2007

<sup>144</sup> 08.08.26 My Application to WLCC for a Detailed Cost Assessment hearing

<sup>145</sup> 08.09.12 WLCC Notice of Detailed Cost Assessment hearing on 4 November 2008

<sup>146</sup> 08.11.04 WLCC Order for transfer of the Detailed Cost Assessment hearing to the Supreme Court Cost Office

<sup>147</sup> 07.08.24 WLCC Order that I file my Defence by 14 September 2007, and pay £293.70 to ‘claimant’

<sup>148</sup> 07.08.28 My Application to WLCC to send the tape of the 24 August 2007 hearing to my selected company for transcription; proof of postage

- 1 44. As evidenced by my 7 October 2007 letter to Beverley F, Nunnery & Co <sup>149</sup> my Application turned out  
2 to be a waste of time and money as, by then, Beverley F, Nunnery & Co had – *still* not received the  
3 tape from WLCC.
- 4 45. As detailed in my letter, when I phoned WLCC on 1 October 2007 to find out why the tape had not  
5 been sent, I was told that my Application had been “*sent to a judge on 14 September*” (hence, the  
6 day I was due to file my Defence) and that “*a reply has not yet been received*”.
- 7 46. It was blatantly obvious that WLCC was continuing with its games – and this became apparent when  
8 it contradicted itself in its reply following my complaint of 13 November 2007 to HMCS ‘Customer  
9 Service’ (See section, below). That’s the risk in lying: you must remember your lies!
- 10 47. Further evidence that the WLCC staff was also complicit <sup>150</sup> in the persecution tactics against me is  
11 that, whenever I went to the court – without my saying anything - the court manager (I ‘think’ her  
12 name is Debbie Wharton) (she was also around in 2002-04) would look across at the man who was  
13 ‘dealing’ with my file – whose desk is hidden from view behind a pillar – and he would come to the  
14 counter, and then return behind the pillar to consult my file.
- 15 48. What must be noted is that this highly vicious, perverse, devious, cruel treatment was taking place in  
16 tandem with the equally highly vicious, perverse, devious and cruel treatment by Portner which  
17 included, among others, Jeremy Hershkorn threatening me with “*bankruptcy proceedings*”, “*forfeiture*”  
18 and “*costs*” immediately before filing the fraudulent 27 February 2007 claim against me; ignoring my  
19 repeated requests for clarification as to the identity of the “*claimant*”; ignoring my repeated requests  
20 for evidence in support of the claim – to which I was legally entitled, etc.
- 21 49. **Vindicating my position that the 27 February 2007 claim was fraudulent is the fact that, upon**  
22 **receiving my ‘knock-out’ 3 June 2008 Witness Statement, the ‘claimant’ DROPPED “ALL of the**  
23 **claim” against me – as evidenced by its 6 June 2008 Notice of Discontinuance <sup>151</sup>**
- 24 50. **(Start of ‘NB’:** Portner did *not* give a reason for dropping “*ALL of the claim*”. It is only as a result of  
25 my filing an Application for a Detailed Cost Assessment hearing that it subsequently claimed that it  
26 had done so because “*During June of 2008 advice was obtained from counsel wherein it was found*  
27 *that the demand for ground rent and service charges served by the managing agent had given the*  
28 *incorrect identity and address for the landlord and was therefore invalid pursuant to s.47 of the*  
29 *Landlord and Tenant Act 1987. It was as a direct result of this that Notice of Discontinuance was filed*”
- 30 51. As I replied (in my 19 January 2009 Amended reply to Portner’s Point of Dispute) “*This is an*  
31 *absolutely outrageous, preposterous excuse - a cover-up for the fact that the Claimant dropped its*  
32 *claim because it was unable to support it – and therefore defend it.*” I followed this by highlighting the  
33 fact that: **(1)** Portner was therefore “*admitting to having committed a breach under the Money*  
34 *Laundering Regulations / Proceeds of Crime Act 2002: “Obligation on the part of solicitors to ‘Know*  
35 *their clients*”; **(2)** “*Portner has been acting for SS at least since 2002 as (i) it filed a vexatious claim in*  
36 *Central London County Court on 26 February 2002 <sup>152</sup> against an Elderly Resident at Jefferson*

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<sup>149</sup> 07.10.07 My letter to Beverley F, Nunnery & Co who, by then, had still not received the tape from WLCC

<sup>150</sup> **Complicity:** “*the fact or condition of being involved with others in an unlawful activity*”

<sup>151</sup> 08.06.06 Notice of Discontinuance of “ALL of the claim” against me

<sup>152</sup> 02.02.26 Vexatious claim filed in Central London County by Portner and Jaskel against an Elderly Resident at Jefferson House

- 1 House; **(ii)** four years later, it issued the bogus 10 February 2006 “Notice of first refusal” (supplied)  
2 “on behalf of Steel Services”. Hence: Portner had direct access to the source of the information –  
3 including the relevant individual; **(3)** “on numerous occasions over the 14-month period I questioned  
4 the identity of ‘my landlord’, starting with my 25 February 2007 reply (supplied) to its threatening letter  
5 of 16 February 2007” (supplied).
- 6 52. I served my 19 January 2009 document on the Supreme Court Cost Office in preparation for the 30  
7 January 2009 Detailed Cost Assessment hearing. I was not allowed to refer to it during the hearing.  
8 However, it had very clearly been looked at by the court before the hearing. **(End of ‘NB’)**
- 9 53. The 6 June 2008 Notice of Discontinuance of “*ALL of the claim*” against me substantiates my  
10 conclusion that:
- 11 ■ court claims (29 November 2002; 27 February 2007) (both supplied),  
12 ■ threat of forfeiture (CKFT’s 7 October 2002 letter; Portner’s 16 February 2007 letter) (both  
13 supplied), and  
14 ■ threat of bankruptcy proceedings (Portner’s 16 February 2007 letter)
- 15 **are used as TOOLS FOR FRAUD by crooked landlords and their equally crooked aides.**
- 16 And, as evidenced by my experience (and that of my fellow leaseholders) in 2002-04, and my  
17 experience in 2007-08: **WLCC went out of its way to assist them.**
- 18 54. (The only reason I ended-up accepting ‘the offer’ of £6,350 in 2003 was due to the collusion between  
19 my so-called ‘advisors’ Piper Smith Basham and CKFT).
- 20 **55. From the time the fraudulent claim was filed against me on 27 February 2007, WLCC and its**  
21 **‘partner’, Portner and Jaskel LLP, cost me: over 500 hours of my life; 52 hours of lost income,**  
22 **and numerous other costs - bringing the total at 31 January 2009 to £8,675.**
- 23 56. Of these, the Supreme Court Costs Office allowed only £2,600.
- 24 57. As I wrote on my website (<http://www.leasehold-outrage.com> ) in My Diary, 30 January 2009:  
25 “Considering the unbelievably damning evidence against Portner and Jaskel and its client - captured  
26 in my 19 January 2009 reply to their points of dispute - any fair minded, reasonable person with  
27 integrity would say that I was bound to get ALL my costs back - as well as compensation for the  
28 horrendous and very traumatic treatment I was subjected to over a period of 16 months - not to  
29 mention the court taking action against Portner, including for contempt of court. However, based on  
30 my experience with the Court Service in 2007-08, and previously in 2002-04, including with Lord  
31 Falconer’s ‘Customer Service’ department, I knew that, short of a miracle, I would not be able to  
32 recoup all of my costs - and I was right...it is blatantly obvious that ‘my card is marked’ by the Court  
33 Service...”
- 34 58. I believe that any fair minded, reasonable person with integrity would agree with me that the events  
35 with WLCC, related above, fit the description of ‘maladministration’: **“Manage or administer badly**  
36 **or dishonestly” – with particular ‘black on white’ evidence of the latter.**
- 37 59. If there was any doubt of collusion between the courts and Andrew Ladsky’s solicitors in 2002-04,  
38 events with WLCC in 2007-08 provide confirmation.

1 60. To this I add the same comment I wrote at the end of the previous section on WLCC i.e. for 2002-04:  
2 that I am very tempted to use the word 'corruption' as the key factor behind events with WLCC – but,  
3 currently, I do not have the evidence to support the dictionary's first definition of the word: "*acting*  
4 *dishonestly in return for money or personal gain*". However, I am sure that any fair minded,  
5 reasonable person with integrity would agree with me about using the word in the context of the  
6 second definition: "*morally depraved*".

7 61. As happened in 2002-04, I went through absolute sheer, utter hell because of the staff and judges at  
8 WLCC – suffering unbelievable torment, anguish and distress. And this horrendous, very traumatic  
9 treatment **lasted for 16 months** – until 6 June 2008 when "*All of the claim*" against me was dropped  
10 – although the vindictive actions continued until 4 November 2008 - and beyond to 30 January 2009  
11 at the Supreme Court Costs Office Detailed Assessment hearing.

**WLCC # 18 ;  
Doc library #  
1.7 and # 1.8**

## 12 **6 HOW HMCS 'CUSTOMER SERVICE' 'HANDLED' MY 13 NOVEMBER 2007 COMPLAINT**

13 The 23 August 2004 reply from HMCS 'Customer Service' to my 29 June 2004 'cry for help' to Lord  
14 Falconer of Thoroton amounted to the typical Government reply I had by then become so accustomed to  
15 receiving: the equivalent of a 'GET LOST!'

16 Four years on, the replies I received to my 13 November 2007 complaint <sup>153</sup> demonstrate the same  
17 arrogant, dismissive, patronizing, condescending attitude, absolving itself of all responsibility and  
18 accountability – with WLCC and the Court Service 'Customer Service' quite clearly closing rank - and  
19 containing the all too familiar cover-ups <sup>154</sup>, misrepresentations <sup>155</sup>, fabrications <sup>156</sup> and rejection of  
20 responsibility and accountability. **Hence: a clear breach of the Parliamentary Ombudsman'**  
21 **Principles of Good Practice for "Complaint Handling" and "Remedy"**

22 The main points of my 13 November 2007 complaint against WLCC, (which I addressed to the HMCS  
23 Regional Director, Southwark Bridge), are:

- 24 1) Wrongly capturing in its 3 April 2007 'Notice that acknowledgment of service has been filed'  
25 (supplied) that I had stated an "*intention to defend part of the claim*" when, in fact, in my 22 March  
26 2007 Acknowledgment of Service (supplied) I very clearly stated "*intend to contest the court's*  
27 *jurisdiction*". In addition, failing to send me a corrected version in spite of several requests –  
28 starting with my 30 June 2007 letter <sup>157</sup>
- 29 2) In its 27 September 2007 letter (supplied), giving me a three-day notice to pay £1,700 "*to file a*  
30 *counterclaim*" – I did not, and could not have filed - and threatening to have 'my' counterclaim  
31 "*struck-out*" if I failed to do this.
- 32 3) Had I filed a counterclaim, I would have had no means of knowing how much I should be paying  
33 (in support of this point, I referred to the online HMCS guide, EX50) – and therefore viewed  
34 WLCC's attitude as amounting to "*bullying and intimidation*"

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<sup>153</sup> 07.11.13 My complaint against WLCC sent to HMCS Customer Service, Regional Director,  
Southwark Bridge

<sup>154</sup> **Cover-up:** "*an attempt to conceal the truth about a mistake or a crime*"

<sup>155</sup> To **misrepresent:** "*give a false or misleading account*"

<sup>156</sup> To **fabricate:** "*Invent in order to deceive*"

<sup>157</sup> 07.06.30 My letter to WLCC asking for a corrected version of its 3 April 2007 Notice

- 1 4) I asked why it cost somebody £250 to file a (fraudulent) claim against me (27 February 2007  
2 claim – supplied), whereas I am expected to pay seven times as much i.e. £1,700 to defend  
3 myself against it.
- 4 5) I asked whether the 27 September 2007 letter from WLCC is as per court regulations.
- 5 6) Failing to reply to my 2 October 2007 letter (supplied), in spite of two chaser letters (28 October  
6 2007 letter – supplied) - and, in effect, going into 'silent mode' since its 27 September 2007 letter.
- 7 7) Rescheduling the 8 May 2007 hearing three-and-half months later (the 24 August 2007 hearing)  
8 – claiming that *"there is only one judge in WLCC"* (NB: Clearly a lie e.g. District Judge Ryan  
9 issued the 9 April 2008 Case Management directions, and another judge, District Judge  
10 Nicholson, refused my 30 April 2008 Application to amend the directions to ensure that I would be  
11 provided with the information I am legally entitled to in order to defend myself against the  
12 (fraudulent) 27 February 2007 claim)
- 13 8) Sitting on the 19 April 2007 Order (supplied) until 28 April 2007 - leaving me with only two  
14 working days to write and file my Skeleton Argument.
- 15 9) A delay of more than one month in sending the tape for transcription to my nominated company,  
16 following my 28 August 2007 application (supplied), and a further delay 'apparently' caused by  
17 the court's reviewing process – leading to the transcript being finally available to me ten weeks  
18 after the 24 August 2007 hearing.
- 19 1. Having first told me in its 15 November 2007 letter that it would *"provide [me] with a full response*  
20 *within the next two weeks"*, in its 29 November 2007 letter <sup>158</sup>, HMCS 'Customer Service', Southwark  
21 Bridge, stated *"we are not in a position to respond to you in full regarding your complaint, as this*  
22 *matter is being investigated by the court. We aim to respond to you in full regarding this matter within*  
23 *the next two weeks"*.
- 24 2. I replied on 5 December 2007 <sup>159</sup> that *"I find it most interesting that WLCC requires (so far) one*  
25 *month to answer what I view as straightforward questions in my 13 November 2007 complaint"*. I also  
26 pointed out that, *"At the date of writing, I still have not received: (1) A reply from WLCC to my 2*  
27 *October 2007 letter. Why not? (2) An amended version of WLCC's 3 April 2007 Order [Notice]. Why*  
28 *not?"* (In this context I (yet again) quoted from the section in the Civil Procedure Rules re. the court's  
29 duty to manage cases).
- 30 3. I also noted the equal 'silent mode' from Portner since its 26 September 2007 correspondence,  
31 adding *"Understandably, this leads me to the perception that some 'close communication' is taking*  
32 *place between WLCC and the claimant. Not surprisingly, the above leads me to perceive what has*  
33 *and continues to take place with WLCC as seriously lacking in transparency. It leads me to wonder*  
34 *whether the motive behind events is to prevent my case from proceeding to a 'proper' hearing"*.
- 35 4. I followed this by stating that my perceptions were influenced by events that had taken place since  
36 the claim was filed against me on 27 February 2007 (and listed them), as well as events with WLCC  
37 in 2002-04 in relation to the previous fraudulent claim against me (and likewise, listed events).
- 38 5. I concluded my letter by stating that, in light of all of these events *"I demand that my case is*  
39 *immediately transferred to a court and a judge committed to operating under CPR's 'Overriding*  
40 *Objective' – so that I can exercise my right under the European Convention on Human Rights*

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<sup>158</sup> 07.11.29 Letter from HMCS Customer Service stating still awaiting a response from WLCC

<sup>159</sup> 07.12.05 My letter to HMCS Customer Service highlighting WLCC's apparent inability to answer straightforward questions, and that I still have not heard from it since its 27 September 2007 letter

- 1 comprised under the Human Rights Act 1998: Article 6 – “Right to a fair hearing”, and Article 13  
2 “Right to an effective remedy”
- 3 6. In its 10 December 2007 reply <sup>160</sup> HMCS ‘Customer Service’, Southwark Bridge, acknowledged my 5  
4 December 2007 letter, apologised for the delay, and stated it would “reply within the next two weeks”.
- 5 7. It was obvious that games were being played. It led me to send a ‘cry for help’ to the Rt. Hon. Jack  
6 Straw, MP, Lord Chancellor, on 11 December 2007 <sup>161</sup> stating, among others, that I was addressing  
7 myself to him as I had asked for my case to be transferred to another court and assumed that the  
8 HMCS ‘Customer Service Officer’ did not have the authority to carry it out. (The reply, dated 21  
9 December 2007, stated “We aim to prepare a response by 16 January 2008”).
- 10 8. The follow-on letter, dated 20 December 2007 <sup>162</sup>, was from the ‘Customer Service Officer’ stating  
11 “further to your letter dated 13 November 2007...I am now in a position to respond to the issues you  
12 have highlighted”
- 13 9. I headed my 27 December 2007 reply <sup>163</sup> “Confirmation of collusion”. Reasons - stated in my letter - I  
14 prefaced with: “not only does your letter not address any of “the issues” I raise in my complaint, it also  
15 totally ignores my 5 December 2007 letter in which I “demand that my case is immediately transferred  
16 to a court and a judge committed to operating under CPR’s ‘Overriding Objective”
- 17 1) Regarding the 27 September 2007 demand for payment of £1,700: what I wrote in my 12  
18 September 2007 Defence <sup>164</sup> “The Defendant – a Litigant in Person - was served the 27 February  
19 2007 Claim, 7WL 00675, on 9 March 2007 – demanding payment of the sum of £10,356.59,  
20 comprising £8,937.28 for charges, £1,069.31 of interest, £250 court fee, and £100 of solicitor’s  
21 costs”...
- 22 ...was changed to “The Defendant - a litigant in person demanding payment of the sum of  
23 £10,356.59, comprising £8,937,28 for charges, £1069.31 of interest, £250 court fee and £100 of  
24 solicitors fees”
- 25 Following this – UNBELIEVABLE - falsification of what I wrote in my Defence, the Officer wrote  
26 “Once the court totalled the sum of the counterclaim it was £20713.18” - and gave this as  
27 justification for demanding payment of the sum of £1,700.
- 28 2) Leaving this aside, I asked why the Officer had not pursued with WLCC the fact that a £20,713.18  
29 counterclaim required payment of £1,700 “As it is twice the amount of the claim, how come that it  
30 costs seven times as much to file it?” I also quoted from the HMCS EX50 leaflet that the cost for  
31 filing a counterclaim ranging in value from £15,000 to £50,000 is £360.
- 32 3) I noted that the Officer had not addressed the fact that WLCC had given me a three-day notice to  
33 pay £1,700 and had threatened me with having the counterclaim “struck out” – which I viewed as  
34 “bullying and intimidation”

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<sup>160</sup> 07.12.10 Letter from HMCS ‘Customer Service’, Southwark Bridge, stating an intention to reply to my complaint “within the next two weeks”

<sup>161</sup> 07.12.11 My ‘cry for help’ to the Rt. Hon. Jack Straw, Lord Chancellor

<sup>162</sup> 07.12.20 ‘Reply’ to my complaint from HMCS ‘Customer Service’, Southwark

<sup>163</sup> 07.12.27 My response to HMCS Customer Service’s letter of 20 December 2007

<sup>164</sup> 07.09.12 Two-page extracts from my Defence



- 1 4) I noted that the Officer had failed to reply to my question as to whether the 27 September 2007  
2 letter was “as per court regulations”
- 3 5) The explanation for the fact that WLCC had not responded to my 2 October 2007 letter in spite of  
4 my sending two chaser letters was that it “*had been referred to a District Judge. The contents of*  
5 *your letter are noted. However it is not the functions of the court to enter into detailed*  
6 *correspondence with the parties to litigation about the merits of points taken in pleadings or other*  
7 *aspects of the case”* (See below, the contradicting excuse in the 10 January 2008 reply from  
8 HMCS Petty France)
- 9 My reply to this was “*This is not a reply. It is a pathetic attempt at avoiding providing a reply...*”
- 10 6) I noted that the Officer had failed to address my complaint that, in spite of several requests,  
11 WLCC had not sent me a corrected version of its 3 April 2007 Notice.
- 12 7) The reply to my asking why it took WLCC three-and-half months to reschedule the 8 May 2007  
13 hearing was “*it was the first available date*”. To which I responded that 24 August 2007 “*was a*  
14 *Friday, just before the bank holiday. Hence, a time when many people tend to be away...*  
15 *including judges – right?*” (‘Deputy’ Judge McGovern presided over the hearing)
- 16 8) The reason given for the delay in supplying the tape of the hearing following my 28 August 2007  
17 application was that “*the tapes were with another transcriber who was preparing another*  
18 *transcript for another case that was heard on the same day as your matter. The tapes were then*  
19 *forwarded to another transcriber on 1 October 2007”* (NB: Actually, to my nominated company)  
20 “*The transcript was then forwarded to the court for approval by the Judge on 14 November 2007*  
21 *and was then sent back on the same day to the transcribers*”.
- 22 I replied that, “*While I do not have sufficient knowledge to challenge the reply, not surprisingly, in*  
23 *light of the rest of your letter: I do not believe this explanation*”. In fact, what I forgot to write in my  
24 letter – which supported my position – is the contradiction between this explanation and the one  
25 given to me when I phoned WLCC on 1 October 2007 which was “*The application was sent to a*  
26 *judge on 14 September. A reply has not yet been received*” (as I captured in my 7 October 2007  
27 letter to Beverley F Nunnery – supplied)
- 28 9) I concluded my letter by reiterating my demand for the case to be transferred to another court –  
29 and copied The Rt. Hon. Jack Straw, MP, as well as the HMCS Area Director, Southwark Bridge,  
30 and the individual at HMCS Petty France who, on 21 December 2007, acknowledged my 11  
31 December 2007 letter to Mr Straw.
- 32 10. The 2 January 2008 letter <sup>165</sup> from another ‘Customer Service Officer’ at HMCS ‘Customer Service’,  
33 Southwark, apologised for not “*supplying you with an adequate response to your concerns*”, and  
34 stated that she had asked the WLCC’s “*court manager...for a full report and we will provide you with a*  
35 *full response to your letter within the next two weeks*”
- 36 11. The follow-up was a 10 January 2008 letter <sup>166</sup> from ‘Customer Service Unit’, HMCS Petty France.
- 37 12. I headed my 28 January 2008 reply <sup>167</sup> (cc’d Jack Straw) to the 10 January 2008 letter with “*Absolute*  
38 *confirmation of collusion*”. Reasons, stated in my letter – which, overall, I view as amounting to more

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<sup>165</sup> 08.01.02 Letter from HMCS ‘Customer Service’ apologising for “*not supplying you with an adequate response to your concerns*”

<sup>166</sup> 08.01.10 HMCS Petty France response to my complaint

1 misrepresentations, cover-up, failure to assume responsibility and accountability, arrogantly and  
2 patronizingly playing down / trivialising parts of my complaint - are:

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

6 I replied *"You cannot even agree among yourselves on 'the story' you are going to spin"* – and  
7 contrasted this reply with the 20 December 2007 letter from HMCS Southwark (supplied).

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

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

16 3) I also highlighted the fact that, having threatened to *"strike out the counterclaim... by 5 October*  
17 *2007"* if I had not paid the £1,700, WLCC waited three months to send me an order stating *"The*  
18 *Defendant having failed to comply with the Court's request by letter of 27 September 2007 to pay*  
19 *the Counterclaim fee, the Counterclaim stands struck-out"* (Supplied – 19 December 2007 Order)

20 4) The - unbelievable - reply to the fact that since its 27 September 2007 letter WLCC had gone into  
21 'silent mode' was: *"The short answer is that neither you, nor the claimant, have taken any further*  
22 *action since that time"*. Contrast this excuse with the other excuse supplied in the 20 December  
23 2007 letter from HMCS 'Customer Service', Southwark Bridge (supplied)

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

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

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

35 *... WLCC knows perfectly well that it is impossible for me to file a counterclaim as I do not have*  
36 *the necessary information to do this. What its claim amounts to saying is that: It expected me to*  
37 *file a counterclaim against an unspecified entity* (NB: There are TWO names for the "claimant",  
38 both claiming to be my 'landlord'); *for an unspecified amount"* (NB: Lack of information to which I  
39 am legally entitled, prevented me from determining my liability... which turned out to be none!)

1 6) Regarding not sending me a corrected version of the 3 April 2007 Notice (supplied): it replied that  
2 *“it is not necessary for the court to send a copy of it to you since you are already aware of the*  
3 *content. It may be for this reason (NB: This should have been checked with WLCC) that the court*  
4 *may not have responded to your letters, although I believe it would have been helpful if they had*  
5 *sent a letter confirming what they had done”*

6 I replied that *“My obviously knowing what I wrote on the acknowledgment of service is totally*  
7 *beside the point. What matters is what is on record in my file. I have the statutory right to demand*  
8 *that information held about me is correct – and to have this confirmed to me”* (NB: A corrected  
9 version of the Notice was *finally* sent to me on 11 January 2008 <sup>168</sup> i.e. more than six months  
10 after my original request – which had been followed by several chaser letters).

11 7) Continuing to play down what had taken place, and trivialise my complaint, the ‘Customer Service  
12 Unit’ brushed aside the fact that WLCC had wrongly captured in its 3 April 2007 Notice that I  
13 ‘intended to contest jurisdiction’, by responding that *“the claimant had been made aware of your*  
14 *correct intention was indicated by their letter to the court of early May...”*

15 I replied *“This is a misrepresentation on two counts”,* as: *“Firstly, in its 1 May 2007 letter*  
16 <sup>169</sup> *...Portner and Jaskel wrote “... apart from receiving Notice that an Acknowledgement of*  
17 *Service has been filed by the Defendant dated 3rd April 2007...we have not received anything*  
18 *further from the Defendant or the Court...” Secondly, in the same letter it wrote “Neither have we*  
19 *received a copy of the Defendant’s application to contest the jurisdiction or any evidence in*  
20 *support, nor a copy of the Defendant’s Defence”. You misrepresented what he wrote as you*  
21 *omitted the last part of the sentence “nor a copy of the Defendant’s Defence””*

22 8) HMCS ‘Customer Service’ claimed that *“the adjournment of the 8 May 2007 hearing would not*  
23 *have been necessary had you filed an application regarding the court’s jurisdiction as you were*  
24 *meant to do under the procedural rules...”*

25 I replied *“I DID file an application contesting the court’s jurisdiction within 14 days of filing the 22*  
26 *March 2007 acknowledgment of service. I titled my 4 April 2007, 20-page document “Application*  
27 *to West London County Court under Civil Procedure Rules (CPR) Rule 11 – Disputing the court’s*  
28 *jurisdiction re. Claim 7WL00675”. (The second part of the title to my document reads “Second*  
29 *application: An Extended Civil Restraint Order against the ‘Landlord’”*

30 And that, *“In my application, I refer to 64 evidential documents. I supplied a copy of these*  
31 *documents as appendices, having them bound together with my 20-page document. Also bound*  
32 *with this document, is a copy of my 22 March 2007 acknowledgment of service, I used as the*  
33 *front cover i.e. placed it as the first page of the document”*

34 I also added that *“On 5 April 2007, the day WLCC received my document, I received a call on the*  
35 *number I provided on my acknowledgment of service. Having determined who I was, the person*  
36 *put the phone down. My ‘sixth sense’ led me to suspect that the caller was from WLCC and that*  
37 *my contesting the court’s jurisdiction was not the expected reply. The fact that WLCC appears to*  
38 *have failed to tell you that I sent a 4 April 2007 application, confirms my suspicion”*

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<sup>168</sup> 08.01.11 WLCC corrected version of its 3 April 2007 ‘Notice that acknowledgment of service has been filed’

<sup>169</sup> 07.05.01 Letter from Jeremy Hershkorn, Portner and Jaskel to WLCC, incl. enclosure

1 9) In relation to (yet another) condescending, patronizing comment (for which the author should  
2 clearly have checked her facts before making it) that “*The procedure to be followed where an*  
3 *acknowledgement of service indicates an intention to contest the court’s jurisdiction is set out on*  
4 *the form. It makes it quite clear that you must file an application in support of your contention*  
5 *within 14 days of filing the acknowledgment*”...

6 ...I replied that “*Other than stating that an application to contest the court’s jurisdiction must be*  
7 *filed within 14 days of filing the acknowledgment of service, none of the documents I was sent*  
8 *provides guidance to defendants who opt to contest the court’s jurisdiction*”. That, because of  
9 this, as a Litigant in Person, I had to search the Civil Procedure Rules to try to figure out what I  
10 needed to do – and quoted what I had found in my letter. I also highlighted the fact that neither  
11 the support notes sent with the claim, nor CPR state that I also needed to serve my application to  
12 contest jurisdiction on the ‘claimant’.

13 10) My request to have the case transferred to another court “*so that I can exercise my rights under*  
14 *the Human Rights Act 1998...*” was circumvented by the person stating “*...I have found no*  
15 *evidence...which suggests you have been denied a fair hearing since the matter has not yet*  
16 *come to a final hearing. I cannot therefore confirm your complaint in this respect*”.

17 My reply was “*you appear to not understand the meaning of “so that”*”, and that “*any fair minded,*  
18 *reasonable person who looked at the events with this court would, I am sure, understand my*  
19 *position*”

20 It suggests that, to get the case transferred to another court, I needed to file “*a formal application*  
21 *giving [my] reasons and supporting evidence*” and that my “*application will attract a fee*”.

22 I replied that I had sent a 26 January 2008 letter, addressed “*To a Judge committed to the*  
23 *concept of Justice, c/o West London County Court*” (supplied) in which I asked for a transfer.

24 (**NB:** After this letter from HMCS, on further exploration, I realised that I needed to complete a  
25 form. In addition to, of course, the form not having the option of stating “*Because I have no trust*  
26 *and confidence in this court*” (evidently, nobody ‘dares’ to challenge a court), I did not know which  
27 other court to select. As my experience at the Supreme Court Costs Office on 30 January 2009  
28 demonstrates, and judges move around, had I been able to secure a transfer, it is likely that it  
29 would have been a waste of time, and money – as it is clear from my latest experience on 30  
30 January 2009 that ‘my card is marked’ with the Court Service).

31 11) In relation to my assertion that collusion had taken place, the reply was: “*So far as your*  
32 *allegations of collusion are concerned, I have found no evidence whatsoever to support your*  
33 *contention...*”

34 I replied “*From where I am standing, it looks to me like the ‘severe case of blindness’ that was*  
35 *evident in 2002-2004 is continuing. “No evidence in support of my allegations of collusion”?*  
36 *Whereas before I headed my letters to your Office with “confirmation of collusion”, I am now*  
37 *changing this to “Absolute confirmation of collusion”*”

38 Among other, I also wrote “*Instead of, to this day, all of you ‘aiming your guns at me’, why don’t*  
39 *you turn your attention to the rogue landlord and his equally rogue aides who have so*  
40 *consistently demonstrated that they hold your judiciary in absolute, utter contempt? They have*  
41 *made your courts pursue false claims by providing false evidence – which they endorsed by*  
42 *signing statements of truth – in the process leading your courts to take unjust actions against me*  
43 *and other leaseholders; have lied in an Expert Witness report; have knowingly committed an*

1 *abuse of process of court; have lied by stating that they have not received documents, etc, etc.*  
2 *Why is it that all of you are 'blind' to all that has – and continues to take place?*

3 *From where I am standing, the fact that, in spite of my endless protests (as reflected in my*  
4 *voluminous amount of correspondence) the harassment and injustice are continuing, I am bound*  
5 *to arrive at just one answer: collusion. What other conclusion can there be?*

6 *I really wish I could say: this is all due to massive negligence and incompetence. At least, this*  
7 *would give me some hope. But, I cannot bring myself to accept this explanation.*

8 *You don't like my honesty, my being very direct? I appreciate that my manner is 'un-British' but, it*  
9 *works both ways: provide me with the opportunity to give praise and I will be as equally open and*  
10 *direct in voicing it. You cannot begin to imagine how much I wish I could say: "I have finally got*  
11 *justice and redress – and this is all thanks to..."*

12 12) As a result of my providing, in my 5 December 2007 reply to HMCS 'Customer Service'  
13 (supplied), a snapshot of events with WLCC in the context of the 29 November 2002 claim - in  
14 relation to:

15 a. WLCC proceeding with the claim in spite of the fact that the statement of truth was endorsed  
16 by the inappropriate party (29 November 2002 Particulars of Claim - supplied), the reply was:  
17 *"whether this represents a serious procedural breach or invalidates the evidence*  
18 *concerned...is again a matter for a judge to decide should you choose to raise the issue. It is*  
19 *unclear whether you took that step or simply raise it now as a further element of your*  
20 *complaint"*.

21 This reply provides, yet again, evidence of the expectation that it is up to the courts' end-  
22 users to manage their claims i.e. take on the role of the staff. I replied that *"it is the duty of the*  
23 *courts to ensure they operate under the 'Overriding Objective'"*.

24 b. The comment was followed by *"I understand, however, that that particular case was*  
25 *transferred to Wandsworth County Court some time ago"*

26 I view this comment as an attempt to deflect attention away from WLCC. I replied *"I fail to see*  
27 *the relevance of your point: (1) to my knowledge, the courts are not stand-alone franchises;*  
28 *(2) judges move from court to court. My points are supported by the Orders I have been sent*  
29 *"This case may be released to another judge, possibly at a different court"*

30 With no reply from WLCC to my 26 January 2008 letter addressed to *"A judge committed to the*  
31 *concept of Justice"* (supplied), in another attempt to get my case transferred out of WLCC to another  
32 court, I wrote yet another letter to Jack Straw on 18 February 2008<sup>170</sup> cc'd WLCC and Portner. The  
33 12 March 2008 reply from HMCS Petty France<sup>171</sup> stated that I needed to file *"a formal application"*. It  
34 also showed that it was in close contact with WLCC as the letter also states *"You have been*  
35 *reminded that you must file a completed allocation questionnaire by Friday this week or face having*  
36 *your defence struck out"*.

37 **13. Although the nightmare with WLCC continued until November 2008, in light of the responses,**  
38 **ultimately from HMCS Petty France, in January 2008 - there was clearly no point my wasting**  
39 **any more of my time writing an additional complaint.**

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<sup>170</sup> 08.02.18 My letter to the Rt. Hon Jack Straw; cc'd WLCC and Portner; proof postage

<sup>171</sup> 08.03.12 HMCS Petty France reply to my 18 February 2008 letter to Jack Straw

1 **7 CONCLUSIONS**

- 2 14. The State led me to believe that, as a British taxpayer (who has paid c. £500,000 in tax since arriving  
3 in this country) I have the right to demand the right to justice and redress - and hence the right to  
4 expect that, when I walk into a tribunal or a court it will perform as per its stated mandate.
- 5 15. The London Leasehold Valuation Tribunal, West London County Court and Wandsworth County  
6 Court have blatantly failed to perform as per their mandate, opting instead to act as though they  
7 perceive themselves to be at the exclusive service of crooks: Andrew Ladsky and his aides.
- 8 16. In breach of the legal principle which presumes innocence before proof of guilt – the manner in which  
9 the tribunal and the courts have treated me demonstrate that I have automatically been presumed to  
10 be guilty – thereby being treated as a liar, a fraud, a cheat, a scum who renegades on her contractual  
11 obligations. As can be seen from the overwhelming evidence: I am none of these. In the process I  
12 have suffered indescribable sustained torment, anguish and distress from the unbelievably cruel,  
13 vicious, devious, perverse, morally depraved treatment and persecution, as well as humiliation and  
14 defamation of my name and of my character – OVER FOUR WHOLE YEARS. The experience has  
15 been so traumatic that, at times, I contemplated ending it all.
- 16 17. By contrast, Andrew Ladsky and his puppets: Martin Russell Jones, Brian Gale, Cawdery Kaye  
17 Fireman & Taylor, Portner and Jaskel – WHO ARE THE LIARS, THE FRAUDSTERS, THE THIEVES,  
18 THE BULLIES, THE PARASITES who feed their greed by stealing from leaseholders - have and  
19 continue to be treated as though they are the victims.
- 20 18. The tribunal and the courts have also cost me c. £50,000, mainly from my very hard-earned life  
21 savings accumulated through many sacrifices over many years of my life, funds I had set aside for my  
22 retirement, as well as loss of income. And they have also cost me hundreds of hours of my life.
- 23 19. I am absolutely outraged at the way that I, the honest, decent, law-abiding INNOCENT VICTIM of  
24 organised crime – who not only believed in what the State told me, but also obeyed the instructions it  
25 gave me - have been treated in this country. To be the victim of crime is one thing, (there are  
26 criminals everywhere), but to be victimized and persecuted by State departments with the mandate to  
27 ensure my rights for justice, redress and protection (which, as a taxpayer, I am entitled to expect),  
28 and see these departments side against me with the perpetrators - is absolutely outrageous. And why  
29 have they done it – with the obvious approval of two successive Lord Chancellors (Lord Falconer of  
30 Thoroton and Jack Straw)? So that a bunch of crooks could realise a multi-million Pound jackpot!
- 31 20. My overall summary on the English Leasehold Valuation Tribunal and Court Service (and the rest of  
32 the legal sector): my vision of hell on earth. I suspect that if a prisoner of war had been subjected to  
33 the treatment I have been subjected to by the tribunal and the courts since 2002, it would breach the  
34 Geneva Conventions. Their tactics are barbaric, vicious, under-handed, devious, perverse, a  
35 relentless mental torture aimed at breaking the 'little people' like me into submission – denying them  
36 their rights. It is absolutely outrageous to see this in the 21<sup>st</sup> century, in a country that is part of  
37 Europe and claims to, among others, subscribe to the European Convention on Human Rights.

38 – END of Answer to Section 5: 'What are you complaining about?' -

39 .....

40 Noëlle Klosterkotter-Dit-Rawé

41 Date: .....