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London SW3 1AX

28 February 2007

For events - see summaries on the Portner's page  
- Doc library # 2.6

(By Special Next Day Delivery)

The predictable 30.03.07 'Get lost!' reply to my complaint  
= solicitors have carte blanche to do whatever they  
want - regardless of the law of the land

Dear Madam

**A firm, Portner and Jaskel, London W1U 2RA, stating that it is “regulated” by your Office, has been sending me fraudulent / deceitful and threatening correspondence, as well as harassing my US Website Host provider**

As President of the Law Society of England and Wales, I wish to bring to your notice the fact that Portner and Jaskel, solicitors, 63/65 Marylebone Lane, London W1U 2RA, claiming to be “Regulated by the Law Society” has engaged in the following actions.

**1. Portner and Jaskel’s letter dated 16 February 2007 <sup>1</sup>**

Portner # 3

As you can see from the enclosed, Portner and Jaskel claims to be acting on behalf of a company called “Rootstock Overseas Corp”, demanding that I make immediate payment of the sum of £8,937.28, it describes as “Outstanding arrears”, as well as claiming “details of which you are fully aware of”

As I replied to Portner and Jaskel in my enclosed 25 February 2007 <sup>2</sup> letter:

*“I have never heard of this company.*

*Obviously, as I have never heard of this company, it follows that I have never had any dealings with it - and consequently cannot have “outstanding arrears”*”

The second paragraph of the letter from Portner and Jaskel starts with

*“We enclose a copy of a statement dated 13th February 2007 which indicates how the sum of £8,937.28 (US\$15,800) has been calculated”*

Nothing was enclosed with the letter. I also pointed this out in my 25 February 2007 reply.

In the third paragraph, Portner and Jaskel threatens me with:

*“proceedings...for the full amount together with interest without further notice”*

*“Such proceedings will not be confined to the service of a Claim Form in the appropriate court but will also include the issue of a Statutory Demand which is required under the Insolvency Act 1986 prior to the presentation of a Bankruptcy Petition. Such proceedings will be without prejudice to our client’s other rights of recovery and enforcement so far as your property is concerned”*

In the following paragraph, it states:

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<sup>1</sup> Letter from Portner and Jaskel, dated 16 February 2007

<sup>2</sup> My reply of 25 February 2007

*"We are currently preparing proceedings in order to avoid any delay as we note that this matter has been outstanding for some considerable time. If...the amount is paid before proceedings are served, we give you notice that you will nevertheless be liable to discharge the court fees and costs upon such proceedings. The proceedings will not be withdrawn until such court fees are paid in full"*

**2. Portner and Jaskel – 10 February 2006 "notice of first refusal"<sup>3</sup>**

**Portner # 1**

Last year, Portner and Jaskel sent me the enclosed "notice of first refusal" (Section 5 of the L&T Act 1987), dated 10 February 2006, stating:

*"This notice relates to the leasehold land and buildings known as Jefferson House 7 to 13 (odd) Basil Street Chelsea London SW3 ("the building")."*

*"The landlord has a leasehold interest in the building..." "the property" means the building"*

*"This notice constitutes an offer by the landlord to dispose of the property..."*

As I am sure you aware, a 'notice' of this type is an important legal document. Consequently, a solicitor is expected to ensure the accuracy of its content.

In terms of the description of the property, this "notice" is a carbon copy of, for example, the enclosed "notice" of 13 December 2000, issued by Laytons solicitors<sup>4</sup> - at the time when Steel Services - my landlord - was the headlessor for the whole of Jefferson House in which I own a leasehold flat.

On two subsequent occasions (3 March 2006<sup>5</sup> and 11 March 2006<sup>6</sup> - enclosed ) I asked Mr Daniel Broughton, the contact at Portner and Jaskel to confirm the detail of the property being offered for disposal, stating :

*"My understanding of this is that the "Notice", refers to the building, as it stands now, in its entirety i.e. the whole of Jefferson House. Please, confirm"*

In each instance, Mr Daniel Broughton confirmed that this was the case: 6 March 2006<sup>7</sup> and 14 March 2006<sup>8</sup>.

In actual fact, his client, 'Steel Services' (which Portner and Jaskel subsequently identified (in a separate situation) as being Mr Andrew Ladsky), had, **two / seven weeks previously**, become a "lessee" of Lavagna Enterprises Ltd.

In the process, it had also disposed of its headlease interest on the last floor of Jefferson House i.e. the "airspace" which includes the title for the recently constructed penthouse flat and associated car parking space – as can be seen in the attached Land Registry titles – at 27 February 2006 : Airspace, title BGL 51266<sup>9</sup> ; Lavagna Enterprises Ltd, title BGL 56642<sup>10</sup>

Portner and Jaskel's interpretation of Section 5(2) of the L&T Act 1987 that requires supplying particulars of the property offered for disposal consisted of supplying the Land Registry title for Steel Services - **minus the first page** - hence, minus pages one and two – as can be seen in the enclosure.

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<sup>3</sup> 10 February 2006 "notice of first refusal" from Portner and Jaskel

<sup>4</sup> 13 December 2000 "notice" from Laytons solicitors

<sup>5</sup> My 3 March 2006 letter to Mr Broughton, Portner and Jaskel

<sup>6</sup> My 11 March 2006 letter to Mr Broughton, Portner and Jaskel

<sup>7</sup> 6 March 2006 letter from Mr Broughton, Portner and Jaskel

<sup>8</sup> 14 March 2006 letter from Mr Broughton, Portner and Jaskel

<sup>9</sup> Land Registry title for Airspace, BGL 51266 – at 27 February 2006

<sup>10</sup> Land Registry title for Lavagna Enterprises Ltd, BGL 56642 – at 27 February 2006

What page one states (at 22 February 2006 <sup>11</sup>) : "(20.10.2004) As to the land edged and lettered X in green on the title plan only **the Air Space** abutting and above the level of the surface of the roof of Jefferson House **has been removed from this title**"

In my 30 March 2006 <sup>12</sup> letter to Mr Broughton, I wrote:

*"It follows that the "disposal" being offered in the "Notice" for £120,000 is the Title for Lavagna Enterprises Limited, as it owns - as of 31 January 2006 (i.e. barely 10 days before you sent the "Notice"):*

*one Title covering all the floors of Jefferson House, except the last floor and the roof*

*one Title covering the airspace of Jefferson House which includes the Title for the penthouse flat, as well as associated parking space.*

*As you omitted to include pages one and two of the Title for Steel Services when you sent me the "Notice", I assume that you have, likewise, omitted to include the other above-mentioned Titles. Please, confirm"*

In his reply of 3 April 2006, Mr Broughton wrote:

*"The disposal being offered, as per the content of the notice, is in respect of the interest held in the property by Steel Services Ltd and **not any interest in the property that may be held by Lavagna Enterprises Ltd**" (my emphasis)*

To this I replied on 30 April 2006 <sup>13</sup> : *"Therefore, it is **not** as "per the content of the notice" "*

As to his comment *"may be held by Lavagna Enterprises"*, I asked whether he was suggesting that the information held on the Land Registry was false.

The blatantly obvious conclusion from this is that, having stated in the 10 February 2006 "notice":

*"This notice relates to the leasehold land and buildings known as Jefferson House 7 to 13 (odd) Basil Street Chelsea London SW3 ("the building")."*

*"The landlord has a leasehold interest in the building..." "the property" means the building"*

*"This notice constitutes an offer by the landlord to dispose of the property..." ...*

**.. Mr Broughton went back on this offer – in an important legal document, covered by legislation.**

In his 3 April 2006 letter, Mr Broughton also stated:

*"I would advise **pages 1 and 2 of the title documents were deliberately omitted** (my emphasis) as our client is not required to provide this information. All other relevant information has been provided"*

As I wrote, among others, in my 30 April 2006 reply:

*"It is abundantly clear that your intention was to mislead. Judging from the date of the mortgage obtained from HSBC, point six, on page three (supplied by your firm), which states 31 January 2006, the copy of title NGL 373333 i.e. Steel Services was obtained just prior to your sending the "Notice" "*

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<sup>11</sup> Land Registry title for Steel Services, NGL 373 333 – at 22 February 2006

<sup>12</sup> My 30 March 2006 letter to Mr Broughton, Portner and Jaskel

<sup>13</sup> My 30 April 2006 letter to Mr Broughton, Portner and Jaskel

*"Deliberately omitting" to include pages one and two of the Land Registry title for NGL 373 333 which, among others, had the effect of supplying a list of flats - without the name of Steel Services, nor the address showing anywhere on the pages supplied - does not amount to compliance with the above section of the Landlord and Tenant Act 1987.*

*Hence, I consider your assessment that "our client is not required to provide this information" as wholly incorrect"*

Furthermore, as I captured in my 30 April 2006 letter, there is also a discrepancy in the fact that, in the "notice", Portner and Jaskel describes Steel Services as the "headlessor" v. another document in which it described it as the "freeholder" (I list other parties that have also described it as the "freeholder")

My non-lawyer assessment, captured in my 30 April 2006 letter is that Portner and Jaskel has breached several Acts, as well as rules comprised under the Solicitors Code of Conduct issued by your Office:

- Section 5(2) of the L&T Act 1987
- Application of right of first refusal in relation to contracts – Amendment 89 – (1) After Section 4 of the L&T Act 1987
- Sections 5(a) and 5(b) of the Property Misdescriptions Act 1991
- Rule 26.01 - Solicitors selling property
- Rule 18.01 – Definition of undertaking and Rule 18.09 – Undertaking on behalf of clients, stating that these "might be relevant"
- Principle (a) – Independence and integrity
- Principle (d) – Repute of solicitors' profession
- Principle (e) – Standard of work
- Rule 12.02 – "A solicitor must not act where the instructions would involve the solicitor in a breach of the law..."

I also stated that, "considering that I, a member of the public, was able to uncover the information about the ownership of the block"; had written on two occasions to Mr Broughton asking him "to confirm that the "notice" refers to the building, as it stands now, in its entirety i.e. the whole of Jefferson House", he would not be able to use Section (5) 2 of the Property Misdescriptions Act 1991 – "Due diligence defence"

I received the attached reply from Mr Broughton, dated 3 May 2006 <sup>14</sup>, in which he states:

*"Whilst your letter is irrelevant in places, misguided in others and incorrect parts you are of course free to pursue whatever course you so wish should you feel further action is required"*

Detail of the above is available on my website, [www.leasehold-outrage.com](http://www.leasehold-outrage.com), in particular under:

- My Diary – Year 2007, entry for Saturday 24 February 2007
- Notices by landlord – 10 February 2006
- My Diary – Year 2006, entry for Saturday 18 February 2006

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<sup>14</sup> 3 May 2006 letter from Mr Broughton, Portner and Jaskel

### 3. On-going harassment by Portner and Jaskel of my US Website Host

Partner # 2

Since mid-January, Portner and Jaskel has been harassing my US Website Host to get it to close down my website.

My Website Host is refusing to do so because:

- Portner and Jaskel has been unable - in spite of repeated requests – to identify how my website breaches my Host's web hosting policy
- It firmly believes that I have freedom of speech.

As blatantly obvious, I am the content owner of the site i.e. 'I' wrote all of the content – not my Website Host. Yet, I have not received any communication from Portner and Jaskel on this subject.

I trust you will take appropriate actions against your member in relation to the matters raised in this letter.

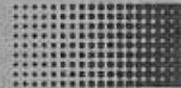
Thank you

Yours sincerely

N K-Dit-Rawé

PS. As with all other correspondence, this letter will be placed on my website.

Royal Mail  
special delivery



guaranteed next day

9.00am

**to** Name Fiona Wood  
Address Law Society  
113 Chancery Lane  
London  
Postcode WC2A 1PL

Moneyback guarantee for delay. You can claim compensation of up to £50 for lost or damaged items.

- Tick if you want a higher than standard compensation limit (this costs more).  
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- Hand this label and your package in at a Post Office® branch.

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Apply payment to package

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Your item with reference KU059704605GB was delivered from our WEST CENTRAL LONDON Delivery Office on 02/03/07 .

Thank you for using this service.

We can confirm that this item was delivered before the guaranteed time.

The electronic Proof of Delivery is currently unavailable for this item. Please allow up to 72 hours after delivery before trying again.

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