IN THE SUPREME COURT COSTS OFFICE

Claim 7WL00675

S.C.C.O. Ref: CCD 080 6340

BETWEEN NOËLLE Y S KLOSTERKOTTER-DIT-RAWÉ **Defendant**

(Litigant in Person)

AND

ROOTSTOCK OVERSEAS CORP / STEEL SERVICES LTD / SLOAN DEVELOPMENT = MR ANDREW DAVID LADSKY **Claimant**

DEFENDANT'S REPLY TO **CLAIMANT**'S 11 AUGUST 2008 POINTS OF DISPUTE FOLLOWING THE **DEFENDANT**'S 22 JULY 2008 NOTICE OF COMMENCEMENT OF ASSESSMENT OF BILL OF COSTS

IN SUPPORT OF THE 30 JANUARY 2009 SUPREME COURT COSTS OFFICE DETAILED ASSESSMENT HEARING

See My Diary 30 Jan 09

NB: Blue font = amendments (under CPR 40.10) relative to the Defendant's 26 August 2008 reply. (The Defendant informed the Claimant on 11 November 2008 (**Doc 6.12)**)

(Doc 'x'.'x') = from the index of documents supplied in the bundle

Key Points (NB: section reworked relative to the 26 August 2008 version)

1. In 'typical style', in its 11 August 2008 Points of Dispute (**Doc 1.6**), the Claimant challenges every single item of the Defendant's Bill of Costs – forcing the Defendant to produce this lengthy reply and, of course, preventing the possibility of a settlement.

2. Following the 6 June 2008 Notice of Discontinuance (**Doc 1.3**) of *"All"* of the claimed sum of £10,356.59 in the 27 February 2007 West London County Court (WLCC) claim, ref. 7WL00675, **(Doc 1.1)** – after she filed her Defence, 9 months previously, on 12 September 2007 (**Doc 3.7**) - the Defendant, a Litigant in Person, is entitled to recover all of her costs from the Claimant – BECAUSE:

3. Under Rule 38.6, the Defendant has right of cost.

4. The conduct of the Claimant has proved to be deceitful, fraudulent, malicious, vexatious and extremely obstructive – clearly demonstrating, among others, (for the second time), that it considers Her Majesty's Court Service as a forum to be used and abused for the purpose of extorting monies not due and payable from leaseholders.

5. Having first threatened the Defendant with bankruptcy proceedings and forfeiture in its 16 February 2007 letter **(Doc 5.4)** in the name of *"Rootstock Overseas Corp."*, a company the Defendant had never heard of - ignoring her 25 February 2007 reply (**Doc 6.2**) in which she asked for clarification - the Claimant immediately filed the claim against her – in the process breaching Rule 16.7(3) as it filed the claim without the Defendant's lease (which was accepted by West London County Court) (WLCC).

6. Proof that the Claimant's 27 February 2007 claim was fraudulent:

(1) As explained in her 3 June 2008 Witness Statement (**Doc 3.15**) overall, the claim is either based on false evidence, or is unsupported by evidence – to which the Defendant is legally entitled under the terms of her lease and statutory requirements.

(2) Over a 16-month period, the Claimant repeatedly ignored the issues raised by the Defendant as evidence against the claim - in numerous documents to the Claimant and WLCC - including failing to provide the information in its 4 February 2008 Standard Disclosure (**Doc 3.9**), as well as ignoring her Part 18 Request of 19 May 2008 (**Doc 6.9**)

(3) In its 12 July 2007 letter (**Doc 5.10**), following the Defendant's 30 June 2007 letter (**Doc 6.3**) (which had been preceded by documents served by the Defendant, as well as her 25 February 2007 letter to the Claimant (**Doc 6.2**)), the Claimant lied that it had supplied information to the Defendant with its 16 February 2007 letter (**Doc 5.4**)

(4) To avoid replying to the Defendant, the Claimant falsely claimed in its 22 August 2007 Skeleton Argument (Doc **3.6**) that it had not received the Defendant's Skeleton Argument (**Doc 3.4**). It had (**Doc 3.5**)

(5) Having ensured that it could first see the Defendant's 3 June 2008 Witness Statement (**Doc 3.15**) before deciding on its course of action – it issued the 6 June 2008 Notice of Discontinuance (**Doc 1.3**) – without giving a reason.

(6) About one week before it received the Defendant's 3 June 2008 Witness Statement (**Doc 3.15**), the Claimant had, in its 23 May 2008 letter (posted on 27 May) (**Doc 5.14**) to the Defendant, on which it copied WLCC, suggested moving the claim to 'multi-track' (*"because of the voluminous number of documents* [the Defendant] *submitted"*)

(7) It is only as a result of the Defendant starting Detailed Assessment proceedings, that the Claimant came up with the preposterous excuse for issuing the 6 June 2008 Notice of discontinuance **(Doc 1.3)** that *"In June 2008 advice was obtained from counsel wherein it was found that the demand for ground rent and service charges served by the managing agent had given the incorrect identity and address for the landlord and was therefore invalid pursuant to s.47 of the Landlord and Tenant Act 1987"*

(8) In addition to proving that the Claimant's solicitors, Portner and Jaskel LLP, London W1U 2RA, has breached the statutory requirement under the Money Laundering Regulations / Proceeds of Crime Act 2002 that *"solicitors must know their clients"* (NB: not for the first time: **Doc 5.1** and **Doc 5.2**), this excuse is outrageous considering that, over the previous 16 months, the Defendant had highlighted – a total of **11 times** - in documents to both, the Claimant and WLCC, the issue about the identity of the Claimant.

(9) Indeed, following on from the Defendant's reply of 25 February 2007 (**Doc 6.2**) to the 16 February 2007 threat of bankruptcy proceedings and forfeiture (**Doc 5.4**), the Defendant raised the issue in her:

- 22 March 2007 Acknowledgment of Service (**Doc 3.1**);
- 4 April 2007 Application to contest jurisdiction, cc'd Claimant (**Doc 3.2**);
- 3 May 2007 Skeleton Argument, cc'd Claimant (**Doc 3.4**);
- 30 June 2007 letter to Claimant, cc'd WLCC (**Doc 6.3**);
- 12 August 2007 letter to Claimant, cc'd WLCC (**Doc 6.4**)
- 12 September 2007 Defence, cc'd Claimant (**Doc 3.7**)
- 2 October 2007 letter to WLCC, cc'd Claimant (**Doc 7.7**)

- 26 January 2008 letter to *"A Judge committed to the concept of Justice"*, c/o WLCC, cc'd Claimant (**Doc 7.12**)
- 14 March 2008 Allocation Questionnaire, cc'd Claimant (**Doc 3.10**)
- 30 April 2008 Application to vary the 9 April 2008 Case Management directions, cc'd Claimant (**Doc 3.11**)
- 6 May 2008 Standard Disclosure to Claimant (**Doc 3.12**)

7. Furthermore, Portner and Jaskel LLP also acts for one of the names on the 27 February 2007 claim: *"Steel Services Ltd"*, as evidenced by:

   (1) its 10 February 2006 *"Notice of first refusal"* (**Doc 5.1**) (NB: which is bogus: **Doc 5.2**);

   (2) the 26 February 2002 claim it filed against an Elderly Resident at Jefferson House (**Doc 10.1**)

8. In addition, it acts for the individual hiding behind the plethora of offshore 'paper company' names associated with Jefferson House, including 'Steel Services' (**Doc 10.2**): Mr Andrew David Ladsky – as evidenced by the fax sent by Portner to the Defendant's then website host (**Doc 5.3**)

9. The conclusion from this damning evidence, as well as other events – discussed in the Defendant's reply - that took place during the 16-month battle and for which the outcome is the 6 June 2008 Notice of discontinuance (**Doc 1.3**) is that 'games' were being played – by all.

10. The conduct of the Claimant/Portner and Jaskel LLP amounts to committing breaches of:

11. The Courts and Legal Services Act 1990, ss 27-28 as amended by the Access to Justice Act 1999, s.42: *"As officers of the court, lawyers have a duty not to deceive or knowingly or recklessly mislead the court"*

12. The Courts and Legal Services Act 1990 – Ch. 41 s.17: *"Solicitors' duty to ensure the proper and efficient administration of justice, as the courts expect litigation to be started as a last resort after attempts have made to settle the dispute by negotiations or other means...The parties to have exchanged information (a 'cards on the table' approach): for claimants to provide detailed letters of claim to the defendants to allow the defendants to respond also in detail"*

13. CPR 1.3 *"Parties are required to help the court further the overriding objective"*

14. CPR 3.4(2)(b) To sign a false statement of case *"is an abuse of court process or is otherwise likely to obstruct the just disposal of the proceedings"*

15. CPR Part 22 PD para 22.3.8(2) *"in signing the statement of truth the legal representative would be confirming the client's belief that the facts stated in the document were true"*, and Rule 32.14(1) *"Proceedings for contempt of court may be brought against a person if he makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth"*

16. Fraud Act 2006: *"2. Fraud by false representation…the person knows that it is, or might be untrue or misleading"* and *"3. Fraud by failing to disclose information which the person is under a legal duty to disclose…and fails to do this with the aim of making a gain for himself or another"*

17. Malicious Communications Act 1998 by sending the 16 February 2007 letter (**Doc 5.4**) threatening the Defendant with bankruptcy proceedings and forfeiture if she failed to immediately pay the sum demanded, and by filing the fraudulent 27 February 2007 claim against her.

18. Theft Act 1968 s.21(1) Blackmail: *"A person is guilty of blackmail if, with a view to gain for himself or another or with intent to cause loss to another, he makes any unwarranted demand with menaces..."*

19. Protection from Harassment Act 1997, Chp. 40 1(1) *"A person must not pursue a course of conduct which amounts to harassment of another and which he or she knows or ought to know amounts to harassment of the other"*

20. In deciding what order to make about costs, the Court must consider its powers under:

    - Rules 44.5(3) *"The court must have regard to the conduct of the parties before and during the proceedings; efforts made to try to resolve the dispute* – and, in the case of the Defendant who is a Litigant in Person, facing a fraudulent claim: *the importance of the matter; the particular complexity, difficulty, skill, effort, specialised knowledge and responsibility involved; the circumstances in which work was done"*

    - Rule 44.3(4) *"The court must have regard to all the circumstance, including the conduct of the parties"* and (5) *"conduct before, as well as during the proceedings…whether the claimant succeeded in his claim"*;

    - PD 44 s.18 *"Court's powers in relation to misconduct"*

21. The Defendant's total costs – at 30 June 2008 - of £7,277.43, including interest of £174.89 (Rule 44.12(2)) – (£8,397.07 at 19 January 2009) - are less than 25% of the costs of employing a solicitor and a barrister, and therefore more than 40% below the limit specified under CPR 48.6(2) *"The costs allowed under this rule must not exceed, except in the case of a disbursement, two thirds of the amount which would have been allowed if the litigant in person had been represented by a legal representative"*

    (1) The Defendant draws the Court's attention to the high level of complexity of her case – as evidenced by her 3 June 2008 Witness Statement **(Doc 3.15)** and 240 supporting documents - detailed in the Defendant's 6 May 2008 Standard Disclosure **(Doc 3.12)** – all of which are referenced in her 3 June 2008 Witness Statement.

    (2) The complexity stems in part from the fact that the sums alleged to be *"due"* required referring to a very large number of events spanning 4 years, from 2003 to 2006, and hundreds of documents. While not evident in the incomprehensible 27 February 2007 Particulars of Claim **(Doc 1.1)**, it can be seen in the version produced by the Defendant (at the cost of several hours of work) (**Doc 1.2**)

    (3) Considering the profile of the Claimant and his aides - to achieve the outcome of getting the Claimant to drop *"All of the claim"* against the Defendant - would have required a 'professional' solicitor to spend 2 solid weeks of work going through the voluminous files – hence, a cost in excess of £20,000. (Estimate quoted verbally by 2 firms of solicitors who scanned through the Defendant's website www.leasehold-outrage.com). To this would of course be added the cost of the actual work that would have also entailed employing a barrister (e.g. as done by the Claimant for its 22 August 2007 Skeleton Argument (**Doc 3.6**) and the 24 August 2007 hearing).

    (4) The Defendant's legal costs would have thus been well in excess of £30,000. (Estimate quoted verbally by 2 firms of solicitors). (NB: 6 years ago, in 2003, at a time when a lot less needed to be considered in the Defendant's case, a barrister charged the Defendant £900 to represent her at one WLCC hearing) **(Doc 10.5)**

22. The Defendant's costs comply with Rule 48.6(3) as they are in the same categories of disbursements as those of lawyers.

23. The Defendant's costs comply with Rules 44.5 and 48.6(4) in terms of being *"proportionately and reasonably incurred"* The Court must consider the factors set-out under Rule 44.5

24. As per Rule 46.3(5), as a LIP, the Defendant has charged her personal time at £9.25 per hour.

25. The quantity and size of the documents produced in the course of the 16 months, from the time the claim was filed on 27 February 2007, to the time the Notice of Discontinuance was issued on 6 June 2008 – and consequential costs to the Defendant – are attributable to the persistent 'blind eye and deaf ear' attitude – by all – that prevailed over this 16-month period, as well as 'games' geared to drag on the process such as ignoring the Defendant's submissions and correspondence, and misrepresenting what the Defendant wrote; engineering events to warrant cancelling a hearing; sending the Defendant an unwarranted demand for £1,700 to *"file a counterclaim"*, etc.

26. Considering events, it is abundantly clear that the objective was to wear down the Defendant so that she would capitulate and pay the sums demanded – as well as make her 'pay' for, among other, 'daring' to challenge the claim. (The 'trademark' tactic of Mr Andrew Ladsky and his aides). (The Defendant concludes that another reason for the treatment she has been subjected to is retaliation for exposing, on her website (at the end of 2006), the detail of her case since 2002 when the previous fraudulent claim was filed against her (and 10 of her fellow leaseholders) by 'Steel Services' – one of the 3 names on the 27 February 2007 claim).

27. The costs charged in relation to filing a complaint to HMCS Customer Service on 13 November 2007 (**Doc 8.1**) and eventually escalating to the Rt. Hon Jack Straw for the purpose of asking for the case to be transferred to another court so that the Defendant could exert her rights for a 'fair hearing' and an 'effective remedy' under Articles 6 and 13 of the Human Rights Act 1998 - are claimed because, they are, likewise, due to the joint inaction/ actions by WLCC and the Claimant.

28. This also applies in relation to some of the other correspondences challenged by the Claimant i.e. they are a direct result of the persistent 'blind eye and deaf ear' attitude that had the effect of dragging out the process – for a claim that should *not* have been filed, and should certainly not have been allowed to proceed = a repeat of events with the Claimant and WLCC in 2002-2004.

29. The filing of the 27 February 2007 claim, the pre and post actions and conduct, are repeats of the Claimant's conduct in relation to the 29 November 2002 WLCC claim, ref. WL203537 (which culminated in the Claimant making an 'offer' for £6,350 v. the £14,400 claimed) – thereby making the 27 February 2007 claim the second fraudulent, malicious claim filed against the Defendant by the Claimant in WLCC – and therefore the second time that the Claimant has subjected the Defendant to a very traumatic experience – (this time, preceded with the threat of *"bankruptcy"*). (As in 2002, the Claimant also preceded the claim with the threat of *"forfeiture*).

30. **The outcome of both claims provides undeniable proof that the threats of forfeiture and bankruptcy proceedings, as well as the court claims, were used as *tools for fraud*.** See My Diary 22 Nov 08

Document sent to Mr Ahmet Jaffer, Portner and Jaskel LLP, Solicitors, 63/65 Marylebone Lane, London W1U 2RA, on 19 January 2009.

Plan to submit this reply, as well as bundle to the Supreme Court Costs Office by 23 January 2009.

Date: 19 January 2009

I signed it

……

N Y S Klosterkotter-Dit-Rawé
(Litigant in Person)

INDEX

This document is supported by a bundle of 153 documents and an index of its contents. Relative to the bundle supplied on 26 August 2008, it has been expanded and restructured – hence, changing the referencing in this document.

1 Sequence of events in relation to Detailed Cost Assessment (NB: section reworked)

1. As per the 9 April 2008 Case Management Directions (**Doc 9.12**) the Defendant sent her 3 June 2008 Witness Statement (**Doc 3.15**) to the Claimant.

2. On 6 June 2008, the Claimant issued a Notice of Discontinuance (**Doc 1.3**) of *"ALL"* of the 27 February 2007 claim (**Doc 1.1**) against the Defendant.

3. On 26 June 2008, the Defendant sent her Statement of Costs to the Claimant **(Doc 1.4)**, asking for settlement within 7 days of receipt i.e. by 4 July 2008

4. With no response more than two weeks past the deadline, the Defendant sent the Claimant her 22 July 2008 'Notice of Commencement of Assessment of Bill of Costs' **(Doc 1.5)**

5. On 13 August 2008, the Claimant sent its 11 August 2008 Points of Dispute **(Doc 1.6)** – to which the Defendant has added numbering of the Points of Dispute (PoD) to facilitate her reply.

6. On 26 August 2008, the Defendant sent her application to WLCC for a Detailed Assessment hearing, as well as her reply to the Claimant's PoDs and supporting bundle of evidential documents – copying the Claimant on everything (**Doc 1.8**)

7. The 12 September 2008 WLCC Notice (**Doc 9.1**) set the date for the Detailed Assessment hearing at 4 November 2008.

8. On Thursday 30 October 2008, the Defendant visited WLCC to get confirmation that the hearing was still scheduled to take place as planned. The reply was affirmative. Also, she again obtained confirmation from the Court that the Claimant had been informed of the hearing.

9. Having received confirmation, the Defendant sent a fax to the Claimant on 31 October 2008 confirming the hearing (**Doc 6.1**)

10. On Monday 3 November 2008, the Defendant went back to WLCC, at 14h30, to yet again obtain confirmation that the hearing was still scheduled for the following day. The reply was affirmative. She gave the court staff a copy of the 12 September 2007 Notice with her mobile number on it (**Doc 7.17**) in case there was a change of plan.

11. With no phone call from WLCC, on Tuesday 4 November 2008, the Defendant went to WLCC at the stated time for the hearing, 14h00. On seeing District Judge Nicholson, the Defendant was informed that WLCC had received a fax the previous day, at 11h07, from the Claimant, claiming that the Defendant's fax of 31 October 2008 was the first it had heard of the hearing, and consequently asking for the hearing to be postponed (**Doc 4.2**)

12. District Judge Nicholson said that, in any case, he had issued an Order in the morning, *"at 10h00"*, that the case be transferred to the Supreme Court Costs Office – 4 November 2008 Order (**Doc 9.16**), (posted on 11 November 2008). The reason given for this change, 4 hours before the scheduled hearing, and more than 2 months after the application had been filed was *"The judge made an error"*.

13. The Defendant took this opportunity (PD 47 para 40.10) to rectify two errors in her Bill of Costs, and sent the 11 November 2008 version to the Claimant, as well as to WLCC (**Doc 1.4**)

14. In the same letter, the Defendant informed the Claimant that she was also taking the opportunity to review her reply to, among others, amend her mistake of describing herself as 'the Claimant' instead of 'the Defendant', as well as prepare another bundle.

2 Defendant's reply to the Claimant's 11 August 2008 Points of Dispute (PoD)

2.1 Under ***"Costs claimed generally"***, PoD 1.1 *"entitled to recover…standard basis costs"*

"The Defendant, a Litigant in Person, is entitled to recover from the Claimant standard basis costs following the filing by the Claimant of a Notice of Discontinuance on 6th June 2008"

Under Rule 38.6, but the Court must use its powers to consider the conduct of the Claimant – Rules 44.3, 44.5, 44.14 and PD 44 s.18 and consider compensating the Defendant for very serious aggravation.

2.2 Under ***"Costs claimed generally"***, PoD 1.2 - *"non-payment of monies dues"*

"*By way of background the Claimant's claim, which was issued on 27th February 2007, related to the non-payment of monies due under a lease dated 10th March 1986. The claim was made for a total of £10,356.59 including Solicitor's costs and Court fees"*

1. As: **(1)** evidenced by the fact that the Claimant issued the 6 June 2008 Notice of Discontinuance; **(2)** very comprehensively demonstrated, and extensively supported by 'black on white' evidence, among other in the Defendant's 3 June 2008 Witness Statement **(Doc 3.15); (3)** the Claimant's conduct, starting before the claim was filed, and throughout the following 16 months, it is ***not*** true that the Defendant owed the sums claimed.

2. At the time it filed the 27 February 2007 claim, ref. 7WL00675 (**Doc 1.1**), **the Claimant knew that the claim - it endorsed with a statement of truth - was fraudulent**, and this is amply demonstrated by subsequent events – as the Defendant captured, among others, in her 5 June 2008 letter to Portner **(Doc 6.10)**

3. Over a period of 16 months, the Claimant repeatedly ignored the Defendant's numerous requests for evidence in support of the sums alleged to be *"due"*, starting with her 25 February 2007 reply **(Doc 6.2)** to the Defendant's 16 February 2007 letter **(Doc 5.4)**.

shld read 'Claimant'

4. In this 16 February 2007 letter, Mr Jeremy Hershkorn, Portner, threatened the Defendant with *"bankruptcy proceedings"*, *"forfeiture"*, and *"costs"* – in the name of *"Rootstock Overseas Corp."*, a company the Defendant had never of - unless she immediately paid the sum of £8,937.28. Contrary to the claim made in the letter *"We enclose a copy of a statement dated 13th February 2007 which indicates how the sum of £8,937.28 has been calculated"* - no supporting statement was enclosed.

5. The Claimant's response to the Defendant's reply of 25 February 2007 (**Doc 6.2**) was to file the claim, ref 7WL00675, against her, the day after it had received her reply i.e. on 27 February 2007 - for £10,356.59, comprising of £8,937.28 for charges, £1,069.31 of interest, £250 court fee, and £100 of solicitor's costs (**Doc 1.1**).

6. To avoid responding to the Defendant's 3 May 2007 Skeleton Argument (**Doc 3.4**), the Claimant falsely claimed in its 22 August 2007 Skeleton Argument **(Doc 3.6)** that it had not received the Defendant's Skeleton Argument, stating, under point 5 *"The Claimant has not received a copy of the Defendant's skeleton argument in support of her application. The Defendant asserts in correspondence that the Claimant has had her skeleton argument since 4 May"*. Point 8 *"The Claimant has delayed service of its skeleton to the present date in the hope that it may have been able to respond constructively to Defendant's arguments on the application"*

7. Being accustomed to this kind of lies from Mr Andrew Ladsky's aides from her very extensive experience with them, the Defendant had sent her 3 May 2007 Skeleton Argument by 'Special Delivery' post **(Doc 2.7)** – and was therefore able to supply proof of delivery to Portner on 4 May

2007 **(Doc 3.5)**

8. The Defendant also sent her 4 April 2007 Application to contest the Court's jurisdiction (**Doc 3.2**) to the Claimant by 'Special Delivery' on 3 July 2007 (**Doc 2.8**). Delay explained in her 30 June 2007 letter to Portner (**Doc 6.3**) – as well as her 12 September 2007 Defence (**Doc 3.7**) on that date (**Doc 2.19**)

9. In spite of the numerous occasions on which the Defendant highlighted that the Claimant had ***not*** supplied the Defendant with the information to which she is legally entitled ~~to~~ in support of its 27 February 2007 claim, ref. 7WL00675, the Claimant's 4 February 2008 Standard Disclosure (**Doc 3.9**) does not provide the information.

10. The Claimant failed to reply to the Defendant's 19 May 2008 Part 18 Request **(Doc 6.9) -** thereby further prejudicing the Defendant's position when she had to write her Witness Statement.

11. Contrary to the 9 April 2008 Case Management directions (**Doc 9.12**), the Claimant did not supply its witness statement to the Defendant by 4 June 2008. (The day after it received the Defendant's Witness Statement, the Claimant filed its 6 June 2008 Notice of discontinuance (**Doc 1.3**)).

2.3 Under *"Costs claimed generally"*, PoD 1.3 – *"allocated to fast-track"*

"The matter was subsequently allocated to the fast track"

But, 1 week before receiving the Defendant's 3 June 2008 Witness Statement (**Doc 3.15**), the Claimant had, in its 23 May 2008 letter (**Doc 5.14**) to the Defendant, on which it copied WLCC, suggested moving the claim to 'multi-track' *"because of the voluminous number of documents* [the Defendant] *submitted"*. Hence, clearly demonstrating an intention to pursue the claim to trial.

2.4 Under ***"Costs claimed generally"***, PoD 1.4 – *"Incorrect identity"*

"During June of 2008 advice was obtained from counsel wherein it was found that the demand for ground rent and service charges served by the managing agent had given the incorrect identity and address for the landlord and was therefore invalid pursuant to s.47 of the Landlord and Tenant Act 1987. It was as a direct result of this that Notice of Discontinuance was filed"

1. s.47 of the L&T Act 1987 states: *"(1) Where any written demand is given to a tenant…the demand must contain…– (a) the name and address of the landlord…"(2) Where..* [the] *demand… (b) does not contain any information required to be contained in it by virtue of subsection (1), then…(3)) any part of the amount demanded which consists of a service charge… shall be treated for all purposes as not being due from the tenant to the landlord by notice given to the tenant"*

2. This is an absolutely outrageous, preposterous excuse - a cover-up for the fact that the Claimant dropped its claim because it was unable to support it – and therefore defend it. (See the Defendant's reply to PoD 1.2, above). The Defendant raised the issue a total of 11 TIMES.

3. On its 6 June 2008 Notice of Discontinuance **(Doc 1.3)** the Claimant did not provide a reason for discontinuing the claim thinking that it would be the end of it, leaving Mr Andrew Ladsky and his aides free to promote this preposterous reason, in the knowledge (based on past experience) that they would be highly unlikely to be challenged.

4. Aside from the legislative requirement imposed by the Money Laundering Regulations / Proceeds of Crime Act 2002: *"Obligation on the part of solicitors to 'Know their clients"*:

5. Portner also acts for *"Steel Services"*, as evidenced by e.g. the first page of the 10 February 2006 *"Notice"* under s.5 of the L&T Act 1987 **(Doc 5.1**) (NB: this notice is bogus: (**Doc 5.2**)) - and has done so for a long time e.g. the (vexatious) 26 February 2002 Central London County Court claim filed against an elderly resident at Jefferson House **(Doc 10.1)**.

6. Hence, Portner has direct access to the source of information – including to the relevant individual as **(1)** in its 3 October 2006 fax to the Defendant's then website host **(Doc 5.3)** Portner identified Mr Andrew Ladsky as its *"client"*; **(2)** Cawdery Kaye Fireman & Taylor, solicitors, which also acts for 'Steel Services' has, likewise identified Mr Ladsky as its *"client"* – as evidenced by e.g. its 11 October 2002 threatening letter to Resident A at Jefferson House (**Doc 10.2)**.

7. In numerous documents over a 14-month period the Defendant questioned the identity of her 'landlord' and concurrently the fact that the 27 February 2007 claim, ref. 7WL00675 (**Doc 1.1**), states 3 names: 'Rootstock Overseas Corp', 'Steel Services Ltd', and 'Sloan Development' (the latter, in the file name):

8. The Claimant ignored the Defendant's 25 February 2007 reply (**Doc 6.2**) to its illegal letter of 16 February 2007 (**Doc 5.4**) demanding immediate payment of £8,937.28. In her reply, the Defendant stated that she had never heard of Rootstock Overseas Corp. Consequently, she could not owe money to a company with which she had never had any dealings. The Defendant also pointed out that no *"statement"* had been enclosed with the letter, and concluded by asking for clarification.

9. The Claimant's response was to file the claim, ref 7WL00675, against the Defendant, the day after it had received her letter i.e. on 27 February 2007.

10. With no response from the Claimant as to the identity of Rootstock, in her 22 March 2007 Acknowledgement of Service **(Doc 3.1)** the Defendant went to great lengths to highlight the fact that the claim contained two names: *"Roostock* (sic) *Overseas Corp"* and *"Steel Services Ltd"*. She did this by sticking a label in the box on the Acknowledgement of Service headed *"Claimant (including reference)"*, stating "*Roostock Overseas Corp (?), or Steel Services Ltd (?)"*

11. As can be seen, the Defendant attached a copy of: **(1)** the claim form on which she circled, in red, *"Roostock Overseas Corp"* and, also in red pen, next to it, wrote, in large, easily readable lettering *"v. Particulars of claim, next page"*; **(2)** the *"13 Feb 2007 Statement"* from Martin Russell Jones, 'managing' agents on which she boxed in, in red pen *"Landlord: Steel Services Ltd"*

12. As can be seen on the contents page of her 4 April 2007 application for contesting the court's jurisdiction (**Doc 3.2**), cc'd to the Claimant, the Defendant immediately highlighted the issue by stating: under point 2.1 *"Who is the Claimant, "Roostock Overseas Corp?"*; under point 2.2 *"Roostock Overseas Corp" is unknown to the Defendant who is only aware of 'Steel Services Ltd' as being her 'Lessor' or 'Landlord'"*

13. As, 4 months after the claim had been filed, the Defendant still had not received a reply to her question, she sent yet another letter to Portner on 30 June 2007 (**Doc 6.3**) (on which she copied WLCC) in which (on page 2) she reiterated her request, including emphasising the fact that the claim contained two names 'Rootstock Overseas Corp' and 'Steel Services Ltd'.

14. The Defendant wrote *"What is the connection between Steel Services Ltd and "Rootstock Overseas Corp."? Since it is you who filed the claim against me, the onus is upon you to furnish me with the evidence in support of your claim"*. The Defendant followed this by stating *"You must also fulfil your legal obligations under CPR 1.3"*.

15. She also restated her request to be supplied with evidence on the identity of her landlord, as well as the missing enclosures to Portner's 16 February 2007 letter (**Doc 5.4**).

16. It finally led Portner to reply on 12 July 2007 (**Doc 5.10**) attaching a Land Registry record stating that Steel Services had transferred its title to Rootstock Overseas Corp on 24 May 2006. In its letter, Portner claims that it had: **(1)** sent the Defendant the title *"on 27 February 2007"*; **(2)** sent the Defendant the *"statement"* with the 16 February 2007 letter. Both claims are **lies**. (Why would the Defendant waste many hours of her life chasing documents if they had already been supplied?)

17. In her 12 August 2007 letter to Portner (**Doc 6.4**), cc'd to WLCC, the Defendant also questioned the third name on the 27 February 2007 claim, *"Sloan Development"*, and asked *"What is the connection between this multiplicity of companies? Which company/ies has/have the legal obligation to fulfil all the covenants stipulated in my lease?"*

18. In the same letter, and as she had done in her 4 April 2007 Application contesting jurisdiction (**Doc 3.2**), and in her 3 May 2007 Skeleton Argument (**Doc 3.4**), the Defendant yet again queried the fact that the Particulars of claim headed *"Landlord: Steel Services"* include sums to year-end 2006, hence, 7 months post the 24 May 2006 transaction.

19. As can be seen in the 'summary of main points' of her 12 September 2007 Defence (**Doc 3.7**), the Defendant wrote under heading 5.8 *"As a change of ownership from Steel Services Ltd to Rootstock Overseas Corp took place on 24 May 2006, the Defendant wonders why Steel Services Ltd keeps on being stated as her "Landlord" in relation to service charges post May 2006"*

20. Yet again, the Defendant highlighted the issue in her 2 October 2007 letter to WLCC (**Doc 7.7**), cc'd to Portner – under point 2.1, page 3 *"Three names are mentioned on the Claim: "Roostock Overseas Corp" – as the Claimant; Steel Services Ltd as the "Landlord" on the Particulars of Claim. These include for claimed charges up to 24 December 2006 i.e. seven months after Steel Services Ltd said to have transferred its title to Rootstock Overseas Corp (on 24 May 2006)…"*

21. As a result of being sent an allocation questionnaire by WLCC, *yet again*, the Defendant highlighted the issue in her 26 January 2008 letter to "*A Judge committed to the concept of Justice" c/o* WLCC (**Doc 7.12**) – cc'd to the Claimant. The Defendant wrote, under point 4"…*Steel Services continues claiming service charges from me, including "in advance": (i) the Particulars of claim headed "Landlord Steel Service Ltd" include service charges covering the period to end December 2006; (ii) an invoice from MRJ, dated 1 March 2007 i.e. ten months after Steel Services is reported to have sold its title to Rootstock, states: "Landlord Steel Services"*

22. *Yet again*, the Defendant highlighted the issues in her supporting document to her 14 March 2008 Allocation Questionnaire (**Doc 3.6**) – on which she copied the Claimant, stating *"I therefore ask: who is my lessor, or landlord, and consequently the entity with which I have a contractual relationship?"*

23. On her 6 May 2008 Standard Disclosure' (**Doc 3.12**), the Defendant still continued to highlight the issue by stating the name of the Claimant as *"Rootstock Overseas Corp./Steel Services"*

24. **Having received *all* of the above – the Claimant waits 16 months - until *"June 2008"* to *"obtain advice from counsel"*?**

25. **The reality is that the Claimant could not defend its 27 February 2007 claim because it is fraudulent – and that's why it dropped *"ALL"* of it on 6 June 2008.**

26. But, maximum fun was squeezed out of it - by all - over a period of 16 months - which included keeping information from the Defendant – thereby prejudicing her ability to argue her position. Among other, the fact that the airspace of Jefferson House, and therefore the top floor, had been transferred to Rootstock Overseas Corp on 8 January 2007 i.e. 7 weeks prior to filing the 27 February 2007.

27. It is only as a result of asking for documents in the Claimant's 4 February 2008 Standard Disclosure (**Doc 3.9**) that Portner supplied the Defendant with a copy of the LR title (**Doc 5.13**) (Even this piece of paper still leaves many questions unanswered as to the 'true' identity of the Defendant's 'landlord' (as detailed, among others, in some of her letters to the Court and the Claimant, her main documents, including in her 3 June 2008 Witness Statement (**Doc 3.15**)) – leading the Defendant to still refer to the Claimant by a string of 'paper' company names which,

quite clearly, ultimately equates to Mr Andrew Ladsky).

28. The events confirm that Portner / Portner and Jaskel LLP is not fit to operate as officers of the court.

29. That, among others, Portner and its client, Mr Andrew Ladsky, consider themselves to be free to:

- treat the courts with absolute, utter contempt and, in the process, waste taxpayers money;
- operate in total disregard of the laws and regulations of the land, including, among many others:
  - the Court and Legal Services Act 1990 – Ch. 41, s.17 *"The courts expect litigation to be started as a last resort after attempts have been made to settle the dispute by negotiations or other means..."*
  - the Civil Procedure Rules: 1.3 *"Duty of the parties to help the court to further the overriding objective";* 3.4(2)(b) *"Statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings"*; Part 22 - 2.1, 3.8(2) and 3.8(3) implications of signing a statement of truth.

2.5 Under ***"Costs claimed generally",*** PoD 1.5 – *"Rule 44.4 and 44.5"*

"When considering the Defendant's reasonable and proportionate costs the court should have regard to the factors set out within CPR 44.4 and CPR 44.5"

1. And in considering whether the Defendant's costs "*are reasonable and proportionate"* the following - in addition to the Defendant's 'Key Points', and her reply to PoDs 1.2, 1.4, 1.6, 1.7, 1.8, 1.12, 3 (summary detail of documents the Defendant was forced to produce), 4, 6.1 and 8 – must be taken into consideration:

2. The Defendant is a Litigant in Person – with no previous experience. To arrive at her successful outcome against a Claimant and his aides who (to borrow a leaseholder's comment about his own landlord) have *"turned intimidatory litigation into an industry"*, required an enormous amount of work, including going through an extremely steep learning curve – not to mention a massive amount of determination, perseverance, resilience, resourcefulness and courage – in the face of an endless stream of obstructions and obstacles.

3. The outrageous conduct of the Claimant. As outlined previously, this 27 February 2007 claim should *never* have been filed. The reason it was filed is the same as for the previous WLCC 29 November 2002 claim, ref. WL203537, filed against the Defendant (and 10 of her fellow leaseholders): **extortion** – demanding the payment of monies not due and payable.

4. Once filed, as the Defendant kept highlighting the evidence and the issues in her documents to the Claimant and WLCC, CPR dictate that actions should have been taken. While this claim should **not** have been filed in the first place, it certainly should **not** have been allowed to continue for 16 months – during which time what the Defendant faced was a 'blind eye and deaf ear' attitude, combined with 'games' that entailed ignoring her correspondence and submissions, falsely representing what the Defendant wrote in her Acknowledgment of Service, etc.

5. The outcome of the 16-month onslaught on the Defendant – outside of her control – and therefore, to which she could only react as best as she could – was that it took up – at 30 June 2008 - **52** hours of her work time and over 500 hours of her own time (the Defendant is only charging 444 hours), including a very significant amount of time studying and researching the CPR and other legal sources in order to:

6. Produce 4 major court documents ranging from 20 to 74 pages – in which the Defendant kept flagging-up the evidence against the claim, as well as the issues:

- 4 April 2007 Application for transfer to the LVT; referenced to 64 supporting documents (**Doc 3.2**)
- 3 May 2007 Skeleton Argument; referenced to 67 supporting documents (**Doc 3.4**)
- 12 September 2007 Defence; referenced to 75 supporting documents (**Doc 3.7**)
- 3 June 2008 Witness Statement (**Doc 3.15**); referenced to 240 supporting documents (**Doc 3.12**) (NB: The Claimant's lack of response to the Defendant's 19 May 2008 Part 18 Request (**Doc 6.9**) led her to having to undertake yet more desk research in order to argue her position)

The length and detail of the documents, as well as referencing to a large number of supporting documents, is due to the persistent 'blind eye and deaf ear' attitude – eventually leading the Defendant to leave no stone unturned in her 3 June 2008 Witness Statement – which resulted in a 74 page document, referenced to 240 supporting documents. This document and supporting standard disclosure took over 3 weeks of solid work to compile.

7. **To have to resort to doing this to finally get the Claimant to drop the claim, after all that the Defendant had already communicated - is testimony to the way in which the Defendant has been treated over the 16-month period by the Claimant – and by WLCC.**

8. Write 29 letters, many of these with supporting enclosures – ranging up to 17 enclosures; copied to one or more parties.

   1) These letters include correspondence with HMCS Customer Service, for which the initial letter, on 13 November 2007 (**Doc 8.1**), was triggered by a 7-week silence from WLCC and the Claimant during which time the Defendant had, on 2 occasions: 14 October 2007 (**Doc 7.8**), and 28 October 2007 (**Doc 7.10**) been chasing a reply to her 2 October 2007 letter to WLCC (**Doc 7.7**).

   2) Her letter was in response to the Claimant's 26 September 2007 'Defence to Counterclaim' **(Doc 3.8)** to the Defendant's 12 September 2007 Defence (**Doc 3.7**). The Defendant titled her document 'Defence and Counterclaim' – using the wording stipulated in the 24 August 2007 Order (**Doc 9.6**) – which made sense to her, as explained in her 2 October 2007 letter (**Doc 7.7**). The Claimant argued that the Defendant could not file a counterclaim. She had not, for the simple reason that she could not – and the Claimant and WLCC knew this – as detailed in her 2 October 2007 letter (**Doc 7.7**).

   3) After sending the 2 October 2007 letter, the Defendant received a 27 September 2007 letter from WLCC (**Doc 9.7**), making an unwarranted demand for payment of a £1,700 fee *"to file a counterclaim"*, giving her 2 days to do this.

   4) The Defendant concluded that it was intended to cause her distress. Evidence of this became apparent following the Defendant's 13 November 2007 complaint to HMCS (**Doc 8.1**) as, in order to justify the £1,700 demand, WLCC manipulated what the Defendant wrote in her 12 September 2007 Defence.

   5) It can be seen in HMCS Southwark' reply of 20 December 2007 to the Defendant (**Doc 8.7**) and is discussed under point 7 of the Defendant's letter of 28 January 2008 (**Doc 8.12**) to HMCS Petty France, in reply to its 10 January 2008 letter (**Doc 8.11**). Quite possibly because the Defendant was placing and discussing all the correspondence on her website, this 10 January 2008 letter, provided yet another 'justification' for sending her the 27 September 2007 demand.

   6) Further evidence that the 27 September 2007 letter was intended to cause distress to the Defendant is that, on 7 January 2008, WLCC sent the Defendant a 19 December 2007 Order (**Doc 9.8**) i.e. more than 3 months later stating *"The Defendant having failed to comply with*

the Court's request by letter dated 27 September 2007 to pay the Counterclaim fee, the Counterclaim stands struck-out" This was the first communication the Defendant had received from WLCC since the 27 September 2007 letter (**Doc 9.7**) – even though she had subsequently sent 3 letters to WLCC on this subject, and on which she copied the Claimant.

7) By the time of her 13 November 2007 complaint to HMCS Customer Service, the Defendant had also been chasing - a total of 4 times - an amended version of WLCC's 3 April 2007 Notice that Acknowledgment of Service has Been Filed (**Doc 9.1**) – as it falsely states that *"The Defendant responded to the claim indicating an intention to defend part of the claim"* – instead of what the Defendant very clearly selected on her 22 March 2007 Acknowledgment of Service (**Doc 3.1**) "*intend to contest jurisdiction*".

8) The Defendant first asked for an amended version of the Notice in her 30 June 2007 letter to WLCC (**Doc 7.2**), followed by her 12 August 2007 letter (**Doc 7.3**), her 14 October 2007 letter (**Doc 7.9**) and her 28 October 2007 letter (**Doc 7.11**) On 11 January 2008, WLCC finally sent the amended version of the Notice to the Defendant **(Doc 9.10)**

9. Supply an integral copy of the Defendant's 240 Standard Disclosure documents

10. Attend a hearing on 24 August 2007

11. 2 further trips to WLCC to deliver documents

12. 2 trips to Portner and Jaskel to deliver documents

13. Over 30 trips to the post office

14. 5 trips to a printing company

15. THIS is how – at 30 June 2008 - the Defendant wasted over 500 hours of her life, lost **52** hours of salary and spent more than £7,277 of her hard earned money – and this, including the Defendant's 'Key Points' and her replies to PoDs 1.2, 1.4, 1.6, 1.5, 1.7, 1.8, 1.12, 3, 4, 6.1 and 8 - is the evidence she gives in support of the Court taking into consideration:

16. Rule 44.3(4) *"In deciding what order (if any) to make about costs, the court must have regard to all the circumstances, including – (a) the conduct of all the parties…*

17. Rule 44.3(5) *"The conduct of the parties includes –*

    (*a) "conduct before, as well as during the proceedings and in particular the extent to which the parties followed any relevant pre-action protocol;*

    (b) whether it was reasonable for a party to raise, pursue or contest a particular allegation or issue;

    (c) the manner in which a party has pursued or defended his case or a particular allegation or issue.."

18. Rule 44.5(3) *"The court must also have regard to –*

    (a) the conduct of all the parties, including in particular –

    (i) conduct before, as well as during, the proceedings; and

    (ii)the efforts made, if any, before and during the proceedings in order to try to resolve the dispute;

    (c) the importance of the matter to all the parties;

    (d) the particular complexity of the matter or the difficulty or novelty of the questions raised;

(e) the skill, effort, specialised knowledge and responsibility involved

(f) the time spent on the case; and

(g) the place where and the circumstances in which work or any part of it was done"

19. As well as take the above into consideration in relation to its power under Rule 44.14 "*Court's power in relation to misconduct*" and PD 44 s.18 "*Court's powers in relation to misconduct"*

2.6 Under ***"Costs claimed generally"***, PoD 1.6 – *"Rule 48.6"*

"The Court should also give regard to the factors set out within CPR 48.6 and the Practice Direction in respect thereof"

1. The costs claimed by the Defendant comply with CPR 48.6 "*Litigant in person"*

2. In relation to CPR 48.6(2) – As explained in the 'Key Points' section at the beginning of this document, the Defendant's costs of £7,277.43 including interest of £174.89 (Rule 44.12(2)) – at 30 June 2008 – (£8,397.07 at 19 January 2009) - are more than 40% ***below*** the "*two thirds"* limit set under this rule – had the Defendant used a solicitor and a barrister.

3. As can be seen in her 'Bill of Costs' (**Doc 1.4**), the nature of the Defendant's costs comply with:

4. CPR 48.6(3) - "*The litigant in person shall be allowed –*

   (a) costs for the same categories of –

   (i) work; and

   (ii) disbursements, which would have been allowed if the work had been done or the disbursements had been made by a legal representative on the litigant in person's behalf;

5. CPR 48.6(4) -"*The amount of costs to be allowed to the litigant in person for any item of work claimed shall be –*

   (a) where the litigant can prove financial loss, the amount that he can prove he has lost for time reasonably spent on doing the work; or

   (b) where the litigant cannot prove financial loss, an amount for the time reasonably spent on doing the work at the rate set out in the practice direction."

2.7 Under ***"Costs claimed generally"***, PoD 1.7 – *"Orders silent as to costs"*

"The Court is advised that the following interlocutory Orders for Costs were "silent as to costs" and therefore the Defendant has no entitlement to recover the costs thereof. Reference is made to CPR 44.13 in respect of the Orders made on the following dates:

19 April 2007, 1 May 2007, 3 May 2007, 19 December 2007, 7 March 2008, 1 May 2008

1. The Defendant has ~~no record~~ the orders of "*1 May 2007"* and "*1 May 2008"*

2. 19 April 2007 Order (**Doc 9.2**) communicates two points:

   - (1) that WLCC refused the Claimant's application for judgment against the Defendant (The Defendant had not been informed of this application and only discovered it as a result of receiving the Order in May 2007);
   - (2) a hearing scheduled for 8 May 2007

3. 1 May 2007 **(Doc 9.3)** is an order granting a 24 hour extension for the production of skeleton arguments, following the Defendant's 30 April 2007 fax request (**Doc 7.1**) – as the 19 April 2007

Order (**Doc 9.2**), posted on 27 April 2007, and received on Saturday 28 April – meant that the Defendant would have had to send her skeleton argument by the following Wednesday.

4. 3 May 2007 Order (**Doc 9.4**) is an order cancelling the 8 May 2008 hearing; to be relisted; Defendant to serve her application by 10 May 2007.

5. In his 1 May 2007 letter to WLCC (**Doc 4.1**), Mr Jeremy Hershkorn, Portner, claimed that:

   (1) he had *"only just received the 19 May 2007 Order"*

   (2) *"Aside from the 3 April 2007 Notice that Acknowledgment of Service Has Been Filed,*[he] *had not received anything further from the Defendant…nor a copy of the Defendant's application to contest the jurisdiction…nor a copy of the Defendant's Defence"*

   (3) that, with a letter dated 6 April 2007 (**Doc 5.5**) he had received a cheque for £1,069.31 from somebody – 'a visitor' to the Defendant's website, unknown to her – claiming to be acting on the Defendant's behalf. This was not true – as evidenced by the Defendant's emails to this person (**Doc 5.5**).

   Leading Mr Hershkorn to ask for an adjournment of the hearing.

   The Defendant has concluded that this was a set-up to justify cancelling the hearing, and 'set-up' another hearing – which took place nearly 4 months later, on 24 August 2007 (**Doc 9.6**):

   (1) Falsely capturing in the 3 April 2007 Notice that Acknowledgment of Service Has Been Filed (**Doc 9.1**) allowed the Claimant to state that it had not received a defence from the Defendant.

   (2) The £1,069.31 cheque 'happens to be' the full amount of interest claimed in the 27 February 2007 claim (**Doc 1.1**) – thereby implying liability of 'all' of the claim.

   Of note: the Defendant made a total 4 requests to WLCC for a corrected version of the 3 April 2007 Notice that Acknowledgment of Service Has Been Filed on: 30 June 2007 (**Doc 7.2**), 12 August 2007 (**Doc 7.3**); 14 October 2007 (**Doc 7.9**) and 28 October 2007 (**Doc 7.11**). It was finally sent to the Defendant on 11 January 2008 (**Doc 9.10**)

~~6. 3 May 2007 (**Doc #37**) is a 'Notice' – not an 'Order'. It states that a hearing has been scheduled for 24 August 2007.~~

7. 19 December 2007 Order (**Doc 9.8**) to *"strike out"* a counterclaim the Defendant *never* filed. It states *"The Defendant having failed to comply with the Court's request by letter dated 27 September 2007 to pay the Counterclaim fee, the Counterclaim stands struck-out"*.

   This Order was issued more than 3 months after the 27 September 2007 letter (**Doc 9.7**) in which WLCC made an unwarranted demand for payment of a £1,700 fee to *"file a counterclaim"* – as explained in the Defendant's 2 October 2007 letter (**Doc 7.7**) – See the Defendant's reply to PoD 1.5 for further detail, proving that this demand was unwarranted, and from which the Defendant therefore concluded that it was intended to cause her distress.

8. 7 March 2008 Order (**Doc 9.11**), posted on 10 March 2008, received on 13 March 2008, threatening to have the Defendant's Defence *"struck out"* if she failed to return the Allocation Questionnaire by 14 March 2008 – and a covering letter stating *"and the Claimant may apply for judgment"*.

   See the latter part of the Defendant's reply to PoD 3 for preceding events, namely, the fact that the Defendant had, over the previous 3 months, desperately tried to get the case transferred to another court to allow her to exert her rights for 'a fair hearing' and 'effective remedy' under Articles 6 and 13 of the Human Rights Act 1998.

9. In light of the above, the Defendant fails to understand the Claimant's argument.

10. As two of the documents set the date for a hearing, is the Claimant suggesting that, the minute the Court does this it also decides the outcome of the hearing – and therefore liability for costs?

11. Comparison with what took place in the context of the WLCC 29 November 2002 claim, ref. WL203537, filed against the Defendant (and 10 of her fellow leaseholders) by 'Steel Services' (The "Landlord" on the 27 February 2007 Particulars of claim):

    (1) As can be seen in its 12 June 2003 Notice (**Doc 10.3**) of the 24 June 2003 hearing, WLCC *"was silent as to costs"*.

    (2) Yet, Mr Andrew Ladsky's solicitor, Mr Lanny Silverstone, Cawdery Kaye Fireman & Taylor, was reprimanded by Judge Wright during the hearing *"for wasting my time and the court's time"* and was made to pay the Defendant's costs and those of her fellow leaseholders who attended the hearing – as evidenced by the 24 June 2003 Order (**Doc 10.4**)

2.8 Under ***"Costs claimed generally"***, PoD 1.8 – *"cannot claim £293.70"*

"In addition by way of the Order made on 24th August 2007 costs were summarily assessed in the Claimant [in relation to the 24 August 2007 hearing]*'s favour in the sum of £293.70. Again the Defendant* [in relation to the 24 August 2007 hearing] *has no entitlement to recover such costs"*

1. The Defendant is entitled to claim this cost back from the Claimant because the root cause of the 24 August 2007 hearing is the 27 February 2007 fraudulent claim, ref. 7WL00675 (**Doc 1.1**) - a claim that should *never* have been filed against her – as she successfully demonstrated with the Claimant capitulating by filing its 6 June 2008 Notice of discontinuance (**Doc 1.3**).

   See also the Defendant's 'Key Points', and her reply to PoDs 1.2, 1.4, 1.5, 1.6, 1.7, 1.12, 3 (summary detail of documents the Defendant was forced to produce), 4, 6.1 and 8

2. The Claimant cannot 'try his luck' and, when he fails, exonerate himself from the consequences.

3. The raison d'être of the LVTs is to deal with service charge disputes. This is the Defendant's situation which, in addition, includes issues determined by the LVT in 2003.

   The Defendant assumed that, like any other leaseholder, she had right of access to the LVT - relying on her statutory rights - yet again highlighted on 5 March 2008 by the Office of Mr Gordon Brown, Prime Minister (**Doc 10.10**) *"The…Commonhold and Leasehold Reform Act 2002…made significant changes to the rights of leaseholders including …making the resolution of disputes quicker, easier and cheaper by moving jurisdiction for the majority of disputes from the courts to the leasehold valuation tribunal"*

   On 24 August 2007, Deputy Judge McGovern concluded otherwise.

4. And this is not the only thing that Deputy Judge McGovern opted to ignore.

5. Indeed, his awarding the £293.70 to the Claimant **(Doc 9.6)** breached CPR Part 44 PD para 13.5(2) *"Each party who intends to claim costs must prepare a written statement of the costs he intends to claim... **(4)** The statement of costs must be filed at court and copies of it must be served on any party against whom an order for payment of those costs is intended to be sought…as soon as possible and in any event not less than 24 hours before the date fixed for the hearing"…*

   …As the Claimant had **not** prepared a statement of costs ahead of the 24 August 2007 hearing. During the hearing, Deputy Judge McGovern asked Mr Greg Williams, the Claimant's counsel for his costs for the day – to which he replied *"£293.70"*. On that basis, Deputy Judge McGovern

ordered that the Defendant pays this amount **(Doc 9.6)**

(As also demonstrated by e.g. WLCC's acceptance of the 29 November 2002 claim in spite of the fact that it breached Part 22 PD para 3.11), clearly, in WLCC, application of CPR is dependent on the profile of the party, as CPR Part 44 PD para 13.6 states: *"The failure by a party, without reasonable excuse, to comply with the foregoing paragraphs will be taken into account by the court in deciding what order to make about the costs of the claim, hearing or application, and about the costs of any further hearing or detailed assessment hearing that may be necessary as a result of that failure"*

'Luckily' for the Defendant, Mr Williams did not know, 'top of mind', what Portner's costs were.

(NB: By contrast, the Defendant had complied with CPR by serving - on the Claimant and WLCC – her statement of costs, 24 hours before the hearing **(Doc 6.5)** and **(Doc 2.12)**)

6. The Defendant invokes WLCC's opting to overlook the breach of CPR by the Claimant as an additional reason for claiming the £293.70 back from the Claimant.

2.9 Under ***"Costs claimed generally"***, PoD 1.9 – *"Costs not specifically related to claim"*

"The Claimant is greatly concerned to note that seemingly much of the work which has been claimed for within the Defendant's Bill of Costs does not specifically relate to work undertaken in respect of Claim No 7WL00675 and the Court is requested to scrutinise in detail each and every claim for costs made"

1. In 'typical style', while *"greatly concerned"*, the Claimant does not provide any detail. Why not?

2. It cannot be due to its claim under PoD 1.11 that the Defendant's Bill of Costs "*hampers the Claimant's ability to consider the reasonableness of each and every individual claim for costs made"*, as it has no difficulty arriving at the conclusion *"that seemingly much of the work which has been claimed… does not specifically relate to work undertaken in respect of claim No WL00675"* – and – crucially - it has either been served, or copied on the majority of the documents produced by the Defendant.

3. What is/are the Claimant's point/s of dispute?

4. For the Defendant's reply to this undefined 'point of dispute', see 'Key Points' and the Defendant's reply to PoDs 1.2, 1.4, 1.5, 1.6, 1.7, 1.8, 1.12, 3 (summary detail of documents the Defendant was forced to produce), 4, 6.1 and 8

5. Actually, the Defendant's Bill of Costs does not include the desk research she had to undertake following receipt of the malicious and illegal 16 February 2007 letter (**Doc 5.4**) in which Portner and Jaskel threatened her with *"bankruptcy proceedings, forfeiture and costs"* if she failed to immediately pay the sum £8,937.28 – a demand its client dropped by issuing the 6 June 2008 Notice of Discontinuance (**Doc 1.3**)

2.10 Under "Costs claimed generally", PoD 1.10 – *"amount of Defendant's Bill"*

"The Defendant's Bill totals £7,756.03"

Revised down to £7,277.43 – at 30 June 2008 – as detailed in the Defendant's covering letter of 11 November 2008 to the Claimant and WLCC (**Doc 1.4**) (Total costs at 19 Jan 2009 are £8,397.07)

2.11 Under ***"Costs claimed generally"***, PoD 1.11 – *"Bill of Costs not CPR compliant"*

"Unfortunately the Defendant's Bill of Costs fails to comply with the requirements of CPR Part 43 and

the Practice Direction thereto …"

1. Another typical response from the Claimant: it does not back-up its assertion. Why not?

2. Which *"requirements"* is the Claimant referring to?

3. The Defendant consulted s.4 of Part 43, and from s.6 *"Schedule of Costs Precedents"* concluded from the list of 13 options that the closest she could use was Precedent H – and produced a Bill of Costs that contains a lot more detail than that suggested in Precedent H – making it totally transparent.

4. If only the Claimant's Particulars of claim were characterised by the same attribute!

2.12 Under ***"Costs claimed generally"***, PoD 1.11 – *"hampers Claimant's ability to assess"*

"…and therefore this hampers the Claimant's ability to consider the reasonableness of each and every individual claim for costs made"

1. Which benchmark does the Claimant take in making this criticism? Its 27 February 2007 Particulars of claim? Contrast what it produced (**Doc 1.1**) and what the Defendant made of it (**Doc 1.2**)

2. Furthermore, the Claimant repeatedly ignored the Defendant's requests for evidence in support of its claim, as well as lied to avoid responding (Reply to PoD 1.2) – thereby **prejudicing** the Defendant's *"ability to consider"* the Claimant's right to claim.

3. Considering that (1) the Claimant was served, or copied on the majority of the documents produced by the Defendant; (2) the level of detail provided in the Defendant's Bill of Costs – which far exceeds that suggested in any of the Precedents – the Claimant is clearly being vexatious.

4. And proof that it is, can be seen in its replies under e.g. PoDs 1.9, 1.12, 3 and 6.2 demonstrating that it had no difficulty picking individual items.

2.13 Under ***"Costs claimed generally"***, PoD 1.12 – *"consider loss of pay/personal time"*

"The Court is requested to consider in detail the individual claims for time spent and work undertaken in respect of any claims made for loss of pay/personal time so as to confirm that such time is considered to be properly chargeable inter partes and relates solely to the matters relevant to Claim No 7WL00675…"

1. As an introduction - as it evidently needs to be pointed out: being in full time employment at the time, the Defendant was only left with nights and weekends to work on matters relating to the fraudulent claim filed against her by the Claimant.

   Any fair minded, reasonable person, looking at what the Defendant – a Litigant in Person: **(1)** has achieved; **(2)** the number and size of documents she had to produce due to the persistent 'blind eye and deaf ear' attitude and the obstacles put in her way; **(3)** the deadlines under which she was operating - will have no difficulty accepting that her 'non-work' time was insufficient.

   As it evidently needs to also be pointed out, the Defendant has neither the facilities, nor staff working for her to do things such as printing, copying, binding and posting documents – and the outlets where these activities can be performed are not usually open in the middle of the night. Hence, in part, the Defendant's pattern of usage of her annual leave e.g. 2 hours on one day, 1.5 hours on another day. (Other small blocks of time were usually taken towards the end of her working day to add more time for working on her case).

2. (NB: the Defendant also kept a separate spreadsheet, noting the activity performed)

3. Loss of pay

1. From the Defendant's 26 June 2008 ~~Bill of Costs~~ Statement of Costs and the 11 November 2008 Amended version (**Doc 1.4**), her *"detail of the individual claims"* is:

2. Item # 9: 22 March 2007 Acknowledgment of Service (**Doc 3.1**): 2 hours – see her (ex.) employer's timesheet w/c 17 March 2007 (**Doc 2.2**)

3. Item # 14: 4 April 2007 Application for contesting the court's jurisdiction; 20 page document referenced to 64 appendices (**Doc 3.2**): **6** hours – see timesheets: w/c 10 March 2007 (**Doc 2.1**); w/c 24 March 2007 (**Doc 2.3**); w/c 31 March 2007 (**Doc 2.4**)

4. Item # 21: 3 May 2007 Skeleton Argument; 16 page document referenced to 67 appendices (**Doc 3.4**): 2**1.5** hours – see timesheet w/c 28 April 2007 (**Doc 2.6**)

5. See also the Defendant's fax of 30 April 2007 to West London County Court (**Doc 7.1**) in which she requested an extension stating *"While dated 19 April 2007, the attached Order was only posted more than one week later, on 27 April, and received on Saturday 28 April. It requires that a Skeleton Argument be delivered to your court by 16h00 on Thursday 3 May. To meet this deadline, would require posting the document on Wednesday 2 May. Consequently, leaving only two days to produce the document. I am unable to produce the document within this deadline"*. The Defendant was granted one extra day: 1 May 2007 Order (**Doc 9.3**).

6. Item # 27: 12 September 2007 Defence; 20 page document referenced to 75 appendices (**Doc 3.7**): 12 hours – see timesheets: w/c 25 August 2007 (**Doc 2.13**); w/c 8 September 2007 (**Doc 2.16**)

7. Items # 80 and # 82 – 24 August 2007 hearing: 10.5 hours – see timesheets: w/c 18 August 2007 (**Doc 2.11**); w/c 25 August 2007 (**Doc 2.13**). This includes: (1) 3.5 hours of preparation – as it took more than 4 months for the hearing to be rescheduled. (It was initially set for 8 May 2007 – (**Doc 9.2**)).

   On the day, the hearing was scheduled at 10:00 a.m. for 2.5 hours (**Doc 9.5**). In light of the warning on the Notice *"This case has been listed together with several others at either 10.00 am or 2.00 pm. This may mean that your case will not be heard at the designated time and that you should be prepared to wait for your case to be heard... the running time…is decided by the District Judge"* the Defendant had informed her employer that she was taking the whole day off – charging it to her annual leave – which, of course, is a cost to her.

8. The Defendant's cost for buying an extra week of holiday WAS £1,269.24.

9. As Mr Andrew Ladsky has had extensive contacts with the Defendant's ex. employer in 2006 and 2007, he no doubt knows who to contact if he needs validation – (although it would be best that he tries some new contacts as his assertions, in some of his communications to her ex. employer, as to what the Defendant was doing in the office - are false. Or did Mr Ladsky make them up?).

10. Loss of personal time

The Claimant ***has cost*** the Defendant – at 30 June 2008 - over 500 hours of her personal time – **on top of** the **52** hours of salary. For the events that led to the Defendant suffering the continuing destruction of her life by the Claimant and his aides in 2007-2008 (the Claimant and his aides started destroying her life in 2002), see 'Key Points and the Defendant's reply to PoDs 1.2, 1.4, 1.5, 1.7, 1.8, 1.12, 3 (summary detail of documents the Defendant was forced to produce), 4 and 6.1.

11. Time spent acquiring legal knowledge

The Defendant extends the Court the offer of looking at:

(1) her 376 page Word document in which she has captured and marked the CPR;

(2) her summaries of extracts from legislation, from LVT reports, etc.

All the documents are in electronic format and consequently have file statistics that can be verified as to the dates when they were created and amended.

12. Unlike the Claimant and his aides, the Defendant is NOT a liar.

2.14 Under ***"Costs claimed generally"***, PoD 1.12 – *"costs claimed for unrelated issues"*

"It is the Claimant's submission that costs have been claimed relating to issues for which the Defendant is not entitled to recover costs"

1. In 'typical style', the Defendant does not provide any detail. Why not?

2. Obviously, in spite of the Claimant's claim that the Defendant's Bill of Costs "*hampers the Claimant's ability to consider the reasonableness of each and every individual claim for costs made"* (PoD 1.11), it has no difficulty arriving at the conclusion *"that costs have been claimed relating to issues for which the Defendant is not entitled to recover costs"*

3. What is/are the Claimant's 'point/s of dispute'?

4. For the Defendant's reply to this undefined 'point of dispute', see 'Key Points' and the Defendant's reply to PoDs 1.2, 1.4, 1.5, 1.6, 1.7, 1.8, 1.12, 3 (summary detail of documents the Defendant was forced to produce), 4, 6.1 and 8

2.15 Under ***"Loss of pay"***, PoD 2.1 – *"query ability to claim for loss of pay"*

"The Claimant queries the Defendant's ability to claim for loss of pay. If this amounts to a claim for pecuniary loss then the Claimant is requested to provide detailed evidence in support thereof so as to confirm that this claim is justified"

'Loss of pay' is a pecuniary loss.

For evidence see the Defendant's reply to PoD 1.12 *"consider loss of pay/personal time"*, above

2.16 Under ***"Postage cost"***, PoD 3 – *"provide brief details of each claim"*

"The Claimant is requested to provide brief details of each individual claim for postage costs made as to confirm that such costs are justified as being reasonable inter partes. Reference is made to the claims for costs at items:

10, 17, 24, 30, 35, 42, 47, 52, 67, 73, 102, 108, 113, 118, 119, 120, 125, 130, 135, 140, 145, 154, 158, 163, 168, 173, 182, 186, 191, 196, 205, 209 and 214"

1. For the main part, the items identified relate to the Defendant sending documents by recorded, or special delivery post – many of them, with the Claimant as a direct, or cc'd recipient.

2. As with ALL of the Defendant's costs, the root cause is the fact that the Claimant filed a fraudulent claim against her. And, combined with stage-managing hurdles and obstacles, with WLCC's compliance, it ensured progression of the claim through the stages one step short of a hearing, while forcing the Defendant to engage in a relentless battle over a 16-month period – and incur ever growing costs.

3. As an introduction to the following points, it may be helpful to point out to the Court and the Claimant that the Defendant does not have a DX service that acts as evidence of posting, nor a fax

machine.

4. As evidenced in her reply to PoD 1.2, relating to the fact that the Claimant had, in its 22 August 2007 Skeleton Argument (**Doc 3.6**), falsely claimed that it had not received the Defendant's Skeleton Argument (in the same way that it does *"not receive"* 'some' Orders/Notices from the Court such as e.g. the 12 September 2008 Notice (**Doc 4.2**)) - using this form of posting is, based on the Defendant's many years experience with Mr Andrew Ladsky's aides - an imperative requirement. This explanation applies to a large number of the querried items.

5. With over 12 millions items of post getting lost every year, it is essential to have proof of posting / delivery for important documents, including those that need to be submitted by a specified date. (This is certainly what the staff at the Post Office counters encourage customers to do).

6. A 'guaranteed next delivery' is essential when operating under tight deadlines.

7. The Defendant also required proof of posting / evidence of delivery as she was the victim of 'games' – as blatantly obvious by events.

8. Item # 10 - £4.10 (**Doc 2A**) Special Delivery of the Defendant's 22 March 2007 Acknowledgment of Service (**Doc 3.1**). Reason: obvious

9. Item # 17 - £7.25 (**Doc 2.5**) Special Delivery to WLCC of the Defendant's 4 April 2007 Application to contest jurisdiction (**Doc 3.2**) and proof of delivery (**Doc. 3.3**) Reason: obvious.

10. Item # 24 - £6.00 x 2 = £12.00 (**Doc 2.7**) Special Delivery to WLCC and the Claimant of the Defendant's 3 May 2007 Skeleton Argument (**Doc 3.4**). As overwhelmingly proven by the Claimant falsely claiming in its 22 August 2007 Skeleton Argument (**Doc 3.6**) that it had not received the Defendant's Skeleton Argument – this form of posting is absolutely critical, as it allowed the Defendant to prove that it had been delivered (**Doc 3.5)** and **(Doc 7.5**)

11. Item # 30 - £6.00 + £7.75 = £13.75 (**Doc 2.19**) Special Delivery to WLCC and the Claimant of the Defendant's 12 September 2007 Defence (**Doc 3.7**). Reason: obvious (NB: To avoid a repeat of events with the skeleton argument, the following day, the Defendant sent WLCC, cc'd Claimant, a copy of the printscreen of the Royal Mail website proving that her Defence had been delivered to Portner – (**Doc 7.6**))

12. Item # 35 – £1.18 (**Doc 2.30**) recorded delivery to Claimant of the Defendant's 14 March 2008 Allocation Questionnaire (**Doc 3.10**). Reason: for proof, but document less important. Hence, Recorded rather than Special Delivery (The Defendant hand-delivered the document to WLCC)

13. Item # 42 – £1.24 (**Doc 2.32**) recorded delivery to Claimant of the Defendant's 30 April 2008 Application (**Doc 3.11**) to vary the 9 April 2008 Case management directions (**Doc 9.12**). Reason: for proof (The Defendant hand-delivered the document to WLCC) (The directions were posted on 21 April 2008. The Defendant took delivery on 23 April 2008. She had to undertake extensive research in order to file her 30 April 2008 Application).

14. Item # 47 - £4.60 x 2 = £9.20 (**Doc 2.34**) Special Delivery to District Judge Nicholson and Rt. Hon Jack Straw of the Defendant's letter to District Judge Nicholson in which she highlighted the prejudicial impact of his refusal in the 1 May 2008 Order (**Doc 9.14**) of her 30 April 2008 Application (**Doc 3.11**) to amend the case management directions to ensure the Claimant would provide her with the information to which she is legally entitled.

    Knowing that her prediction would materialise (the Claimant did not respond to her 19 May 2008 Part 18 Request (**Doc 6.9**)) she needed the evidence that she had raised the issue with the Court as soon as she was in possession of the Order. (The 1 May 2008 Order was posted on Friday 9 May 2008. The Defendant took delivery on Tuesday 13 May 2008). Copying the Rt. Hon Jack Straw in

the hope of being treated justly and fairly was obviously a waste of time – as had been the Defendant's letters to him of 11 December 2007 (**Doc 8.6**) and of 18 February 2008 (**Doc 8.13**).

15. Item # 52 – £1.24 (**Doc 2.33**) recorded delivery to the Claimant of the Defendant's 6 May 2008 Standard Disclosure (**Doc 3.9**). Reason: for proof.

16. Item # 67 – £1.24 (**Doc 2.37**) recorded delivery of the 22 May 2008 letter (**Doc 3.14**) to the Claimant of outstanding documents from the Defendant's Standard Disclosure – as detailed in her 21 May 2008 covering letter (**Doc 3.13**) to the Claimant. Reason: for proof

17. Item # 73 - £5.05 (**Doc 2.39**) Special Delivery to the Claimant of the Defendant's 3 June 2008 Witness Statement (**Doc 3.15**). Reason: due to the deadline set in the 9 April 2008 Case management directions (**Doc 9.12**) and to safeguard from a repeat of the lie by the Claimant when it claimed, in its 22 August 2007 Skeleton Argument (**Doc 3.6**) that it had not received the Defendant's 3 May 2007 Skeleton Argument (**Doc 3.4**). It had (**Doc 3.5**)

18. Item # 102 - £6.00 + £4.30 + £10.30 (**Doc 2.8**) Special Delivery to **– A -** send the 30 June 2007 letter (**Doc 6.3**) to the Claimant, chasing: **(1)** information on the identity of the Claimant i.e. the Defendant's 'landlord'; **(2)** the Claimant's Skeleton Argument (as per the 19 April 2007 Order (**Doc 9.3**); **(3)** evidence in support of its claim against the Defendant; **(4)** the missing enclosures to the Claimant's threat to the Defendant of bankruptcy proceedings and forfeiture, in its 16 February 2007 letter (**Doc 5.4**); **(5)** to send the Defendant's 4 April 2007 Application to contest jurisdiction. Reason: for proof of delivery.

    – B – send to WLCC the 30 June 2007 letter (**Doc 7.2**) to: **(1)** highlight that the Defendant had not received the Claimant's Skeleton Argument – as per the 19 April 2007 Order (**Doc 9.2**); **(2)** ask for a corrected version of the 3 April 2007 Notice that Acknowledgment of Service Has Been Filed. Reason: for proof

19. Item # 108 – £4.75 + £4.75 = £9.50 (**Doc 2.9**) Special Delivery to **- A –** send the 12 August 2007 letter to the Claimant (**Doc 6.4**) reiterating the demand for: **(1)** its skeleton argument; **(2)** information on the identity of the Claimant; **(3)** evidence in support of its claim

    - B - send the 12 August 2007 letter to WLCC (**Doc 7.3**) to reiterate: **(1)** the Defendant's request for assistance in getting the Claimant to send the Defendant its skeleton argument; **(2)** her request for a corrected version of the 3 April 2007 Notice that Acknowledgment of Service has Been Filed. Reason: for proof of delivery; due to the persistent 'blind eye and deaf ear' attitude: the hearing was scheduled for 24 August 2007, and as proof of the 'blind eye and deaf ear' attitude faced by the Defendant.

20. Item # 113 – £1.04 x 2 = £2.08 (**Doc 2.10**) Recorded Delivery to **- A -** of the 16 August 2007 letter to WLCC (**Doc 7.4**) to highlight, for the 3rd time, that the Claimant still had not sent the Defendant its skeleton argument, as well as highlight the conduct of the Claimant to date

    - B - to copy the Claimant on the Defendant's letter. Reason: only a Recorded Delivery for proof; it was abundantly clear to the Defendant that a game was being played.

21. Item # 118 - £12 for faxes. The Defendant had to use the facility at a 'hub' working centre to send the 22 August 2007 fax to WLCC (**Doc 7.5**), cc'd Claimant, to highlight that the Claimant lied in its 22 August 2007 Skeleton Argument (**Doc 3.6**) by stating that it had not received the Defendant's 3 May 2007 Skeleton Argument (**Doc 3.4**). It had (**Doc 3.5**) Two attempts had to be made to send the same fax to Portner (**Doc 7.5**).

22. Item # 119 – £10 for a courier. A related cost. The Defendant resorted to doing this as: **(1)** the fax to Portner would not go through; **(2)** the date was minus 48 hours to the 24 August 2007 WLCC

hearing.

23. Had the Claimant not lied, these costs would not have been incurred.

24. And indeed, had the Claimant not filed the fraudulent 27 February 2007 claim, ref. 7WL00675, against the Defendant – **none** of the costs would have been incurred.

25. (NB: It was not the first and last time that the Claimant lied e.g. claiming in its 3 November 2008 fax to WLCC (**Doc 4.2**) that the Defendant's fax of 31 October 2008 (**Doc 6.11**) was the first time it had heard of the 4 November 2008 Detailed Assessment hearing and, yet again, using this as an excuse to get the hearing cancelled).

26. Item # 120 - £4.30 + £4.30 = £9.60 (**Doc 2.12**) to send the Claimant her costs to date (**Doc 6.5**) ahead of the 24 August 2007 hearing, and to copy WLCC. Reason: for proof of delivery. (NB: As discussed under point 1.8, above, unlike the Defendant, the Claimant ignored CPR – and was not penalised by District Judge McGovern).

27. Item # 125 – £1.04 + £1.04 = £2.08 (**Doc 2.14**) Recorded Delivery to send the 28 August 2007 application to WLCC and Beverley F. Nunnery (**Doc 10.6**) requesting the tape of the 24 August 2007 hearing to get a transcript. Reason: being a Litigant in Person, the Defendant had not fully understood what had been said at the hearing, and she had to serve her Defence by 14 September 2007 (**Doc 9.6**)

28. Item # 130 – 10 September 2007 letter to the Claimant to send a cheque for £293.30, following the 24 August 2007 Order **(Doc 9.6)**. Reason: for proof

29. Item # 135 – £0.34 + £0.34 = £0.68 1st class stamps to send the 13 September 2007 letter to WLCC (**Doc 7.6**), cc'd the Claimant, to supply proof of delivery to the Claimant of the Defendant's 12 September 2007 Defence (**Doc 3.7**). Reason: no need for recorded delivery; if the Claimant opted to again lie, the Defendant had the proof of delivery of her Defence.

30. Item # 140 – £1.04 + £1.04 = £2.08 (**Doc 2.20**) Recorded Delivery of 2 October 2007 letter to WLCC (**Doc 7.7**), cc'd Claimant, in response to the Claimant's 26 September 2007 'Defence to Counterclaim' (**Doc 3.8**) to the Defendant's 12 September 2007 Defence (**Doc 3.7**).

    The Defendant titled her document 'Defence and Counterclaim' – using the wording stipulated in the 24 August 2007 Order (**Doc 9.6**) – which made sense to her, as explained in her 2 October 2007 letter (**Doc 7.7**). The Claimant argued that the Defendant could not file a counterclaim. She had not, for the simple reason that she could not – and the Claimant and WLCC knew this – as detailed in the Defendant's letter of 2 October 2007.

    Reason: for proof; and suspecting that 'the game' would continue.

31. Item # 145 – £0.34 for a 1st class stamp to send, on 7 October 2007 (**Doc 10.7**) a £150.00 cheque for down payment to Beverley F. Nunnery. WLCC said to have only sent the Defendant's 28 August 2007 request for the tape to a judge on 14 September 2007, date by which the Defendant's Defence had to be served.

32. Item # 154 – £1.04 Recorded Delivery + £0.32 1st class stamp = £1.36 (**Doc 2.21**) Recorded Delivery letters to WLCC on 14 October 2007; one, cc'd the Claimant, (**Doc 7.8**) chasing a reply to the Defendant's 2 October 2007 letter (**Doc 7.7**); the other (**Doc 7.9**), chasing, for the 3rd time, a corrected version of the 3 April 2007 Notice that Acknowledgment of Service has Been Filed (**Doc 7.9**). Reason: for proof; and the Defendant suspecting that she would have to continue chasing a reply.

33. Item # 158 – £1.04 Recorded Delivery + £0.32 1st class stamp = £1.36 (**Doc 21A**) letter to WLCC

on 28 October 2007, cc'd Claimant, (**Doc 7.10**) to, for the 2nd time, chase a reply to the Defendant's 2 October 2007 letter (**Doc 7.7**) Reason: Ditto.

34. Item # 163 – £1.04 (**Doc 21A**) Recorded Delivery to WLCC of 28 October 2007 letter (**Doc 7.11**), chasing, for the 4th time, a corrected version of the 3 April 2007 Notice that Acknowledgment of Service has Been Filed (**Doc 7.9**). Reason: Ditto.

35. Item # 168 – £1.04 (**Doc 2.22**) Recorded Delivery letter of 28 October 2007 (**Doc 10.8**) to Beverley F. Nunnery to chase transcript. Reason: for proof; and additional evidence of 'games' by WLCC.

36. Item # 173 – £1.04 (**Doc 2.23**) Recorded Delivery letter of 7 November 2007 (**Doc 10.9**) to Beverley F. Nunnery to chase transcript. Reason: Ditto.

37. Item # 182 – £4.75 (**Doc 2.25**) Special Delivery of 13 November 2007 complaint to HMCS Customer Service (**Doc 8.1**) against WLCC, triggered by WLCC's

    (1) lack of response to the Defendant's 2 October 2007 letter (**Doc 7.7**) – in spite of 2 chaser letters (**Doc 7.8**) and (**Doc 7.10**), and the equal silence from the Claimant (who was copied on the letters);

    (2) the unjustified 27 September 2007 demand (**Doc 9.7**) of £1,700 to *"file a counterclaim"* – and associated threat. (NB: events covered under the Defendant's reply to PoD # 1.5)

    Reason: for proof that the Defendant's complaint had been delivered.

38. Item # 186 –£4.30 x 2 = £9.60 (**Doc 2.25**) Special Delivery to 2 parties at HMCS Customer Service of the 5 December 2007 letter (**Doc 8.4**) challenging the continuation of the delay in getting a response from the Defendant's complaint and, in light of WLCC's compliant conduct towards the Claimant, (which is a repeat of what took place in 2002-2004), the Defendant requested that her case be transferred to another court, so that she could exert her rights under Articles 6 and 13 of the Human Rights Act 1998 for a 'fair hearing' and 'effective remedy'. Reason: for proof that the Defendant's letter had been delivered.

39. Item # 191 – £4.75 **(Doc 2.26)** Special Delivery of 11 December 2007 letter **(Doc 8.6)** to Rt. Hon Jack Straw, to ask for assistance in getting the Defendant's case transferred to another court – in light of events with WLCC. Reason: ditto.

40. Item # 196 – £4.30 Special Delivery to HMCS Customer Service Southwark + £1.04 x 3 = £3.13 Recorded Delivery to copy HMCS Heads and Rt. Hon Jack Straw on the 27 December 2007 letter (**Doc 8.9**) reiterating the demand for transfer of the Defendant's case to another court. Reason: ditto

41. Item # 205 – £4.30 x 2 = £9.60 (**Doc 2.28**) Special Delivery of 26 January 2008 letter (**Doc 7.12**) to *"A Judge committed to the concept of Justice"*, cc'd Claimant, providing an overview of events with WLCC and the Claimant in relation to the 27 February 2007 claim, and previously with the 29 November 2002 claim, ref. WL203537 – giving this as reason for asking for the transfer of the case to another court. Reason: ditto.

42. Item # 209 – £1.04 + £1.04 = £2.08 (**Doc 28A**) Recorded Delivery of 28 January 2008 reply (**Doc 8.12**) to HMCS Petty France's reply of 10 January 2008 (**Doc 8.11**) to the Defendant's complaint of 13 November 2008 (**Doc 8.1**). Reason: for proof, but only recorded delivery as no need to potentially prove that the letter was delivered.

43. Item # 214 - £4.75 Special Delivery to Rt. Hon Jack Straw + £1.04 x 2 = £2.08 Recorded Delivery (**Doc 2.29**) to copy WLCC and Claimant on the 18 February 2008 letter to Rt. Hon Jack Straw (**Doc 8.13**) yet again re-emphasising the Defendant's rights to a 'fair hearing' and 'effective remedy' – and therefore reiterating the demand for a transfer to another court. Reason: for proof of

delivery to main recipient; proof that the letter was copied to the other 2 parties.

2.17 Under ***"Printing costs"***, PoD 4 – *"seeks further details"*

"The Claimant seeks further details in respect of the costs claimed at items: 16, 23, 29, 62, 72, 101 and 107"

1. The Defendant notes with great interest that her Bill of Costs that *"hampers the Claimant's ability to consider the reasonableness of each and every individual claim for costs made"* (PoD 1.11), has nonetheless allowed the Claimant to identify this list of items.

2. Furthermore, given that the Claimant has received a copy of all the documents, it knows perfectly well what these items of costs relate to. Is it perhaps that the Claimant is contesting the fact that the Defendant produced the documents i.e. defended herself (by herself) against its fraudulent claim, including trying to exert her statutory right to get the case transferred to the LVT?

3. And, if the Claimant is contesting the length of the documents and number of supporting appendices: see Key Points and the Defendant's reply to PoDs 1.2, 1.4, 1.5, 1.6, 1.7 and 3 for the cause: the persistent 'blind eye and deaf ear' – by all.

4. As previously explained under the Defendant's reply to PoD 1.12, without the necessary facilities, the Defendant must resort to using external printing companies to copy and bind documents.

5. Item # 16 – £18.50 - 2 copies and binding of the Defendant's 4 April 2007 Application to contest the court's jurisdiction; 20 page document + 64 appendices (**Doc 3.2**); one copy for WLCC; one for the Claimant (no receipt available)

6. Item # 23 - £37.50 (**Doc 2.7**) – 3 copies and binding of the Defendant's 3 May 2007 Skeleton argument; 16 page document + 67 appendices (**Doc 3.4**); one copy for WLCC; one copy for the Claimant; one copy for the Defendant ~~(no receipt available)~~ Receipt found

7. Item # 29 - £45.61 (**Doc 2.19**) – 3 copies and binding of the Defendant's 12 September 2007 Defence; 20 page document + 75 appendices (**Doc 3.7**); one copy for WLCC; one copy for the Defendant; one copy for the Claimant

8. Item # 62 - £42.89 (**Doc 2.36**) – Integral copy to the Claimant of the Defendant's 240 documents in her 21 May 2008 Standard disclosure (**Doc 3.12**) (hand-delivered to Portner in two arch-level files)

shld read 6 May

9. In its 23 May 2008 letter (**Doc 5.14**) Portner stated that the Defendant had supplied the documents *"without any request from us"*. As the Defendant replied on 5 June 2008 (**Doc 6.10**) *"I supplied you – within the 21 May 2008 deadline set by the 9 April 2008 Case management Order (point 2 (b)) – with a copy of all the documents I listed in my 6 May 2008 Standard Disclosure, to avoid the possibility of your falsely claiming that you had sent me a request for documents. In doing this, I was conscious of the fact that, in your Client's 22 August 2007 Skeleton Argument, you falsely claimed that you had not received my 3 May 2007 Skeleton Argument"*

10. Item # 72 - £10.48 (**Doc 2.38**) – 1 double-sided copy of the Defendant's 75-page Witness Statement and covering letter (**Doc 3.15**) for the Defendant; (the original version printed by the Defendant was sent to the Claimant)

11. Item # 101 - £17.50 (**Doc 2.8**) – 1 copy and binding of the Defendant's 4 April 2007 Application to contest the court's jurisdiction (**Doc 3.2**) (which entailed unbinding the Defendant's copy); 20 page document + 64 appendices; sent to Portner as explained in the Defendant's 30 June 2007 letter to Portner (**Doc 6.3**)

12. Item # 107 – £11.75 (**Doc 2.9**) - Copy of enclosures with the Defendant's 12 August 2007 letter to Portner (**Doc 6.4**). Required as, in spite of previous correspondence of 25 February 2007 (**Doc 6.2**)

and 30 June 2007 **(Doc 6.3**) and documents served – as well as being copied on the Defendant's letters to WLCC of 30 June 2007 (**Doc 7.2**) and 12 July 2007 (**Doc 7.3**), the Claimant had: **(1)** failed to send its skeleton argument to the Defendant; **(2)** failed to supply information in support of its claim; **(3)** failed to provide evidence as to the identity of ~~Rootstock.~~ of the Claimant

2.18 Under ***"Stationary supplies"***, PoD 5 – *"seeks further details"*

"The Claimant seeks further details in respect of the costs claimed at items; 222 – 230"

1. Not all receipts available

2. Item # 225 - 11 September 2007: dividers for the Defendant's Defence **(Doc 3.7)** served on WLCC and the Claimant; envelops = £7.98 (**Doc 2.17**)

3. Item # 224 - 30 August 2007: printer cartridges; printer paper; address labels = £56.26 (**Doc 2.15**) Used for the 12 September 2007 Defence and subsequent documents – as detailed e.g. under the Defendant's reply to PoD 3

4. Items #228, #229, #230 - 21 May 2008: arch lever file; tags: £12.85 ; (on the same document) 1 May 2008: printing paper £4.75; 17 May 2008: printer cartridges: £27.99 (**Doc 2.36**)

   In relation to expenses for: **(1)** production of the 6 May 2008 Standard Disclosure (**Doc 3.12**); **(2)** full copy of the 6 May 2008 Standard Disclosure of c. 350 pages; **(2)** 19 May 2008 Part 18 Request (**Doc 6.9**); **(3)** 3 June 2008 Witness Statement of c. 80 pages (**Doc 3.15**)

5. Total with supporting receipts: £109.83

6. The Defendant has charged £173.45 on her Bill of Costs.

7. As evidenced by the number and the size of documents produced since March 2007, the Defendant has spent a lot more than £173.45 on stationary, comprising of printer cartridges, printing paper, envelops, etc.

2.19 Under ***"Loss of pay/personal time"***, PoD 6.1 – *"cannot charge for loss of pay at £36.26 and personal time at £9.25"*

"The Claimant does not consider that the Defendant is able to charge for both personal time charged at £9.25 per hour and what may be perceived as loss of pay time at £36.26 per hour"

1. Is this another of these unwritten 'landlord rules'? As detailed in the Defendant's reply to PoD 1.12 *"consider loss of pay/personal time"*:

2. The Defendant ***has*** cost the Claimant **52** hours of loss of income – and this is not *"may be perceived"* – it is ***real***, ***actual*** loss of income; hard earned money lost by the Defendant.

3. Being in full time employment, the Defendant was – forced – to take time off work to produce the various documents, as well as prepare for, and attend the 24 August 2007 hearing.

4. At 30 June 2008 - the Claimant ***has*** cost the Defendant over 500 hours of her life – ***on top of*** the **52** hours of loss of income – in addition to the 'Key Points', see also the Defendant's reply to PoDs 1.4, 1.5, 1.6, 3 (for all the correspondence the Defendant was forced to engage in).

5. Considering that the Defendant is a layperson with no prior experience, any fair minded, reasonable person looking at the Defendant's activities and outputs caused by the onslaught she was subjected to over a period of 16 months - would have no difficulty accepting this.

6. **And *the reason* the Defendant incurred these costs + expenses is the Claimant having – yet again – filed another fraudulent claim filed against her and subjecting her to a very**

See My Diary 22 Nov 08

traumatic 16-month onslaught.

2.20 Under ***"Loss of pay/personal time"***, PoD 6.2 – *"Court to scrutinise items"*

"The Court is requested to scrutinise the individual claims made for time spent at items:

9, 14, 15, 21, 22, 27, 28, 34, 40, 46, 51, 56, 61, 66, 71, 93, 97, 100, 106, 112, 117, 124, 129, 134, 139, 144, 149, 153, 157, 162, 167, 172, 177, 181, 185, 190, 195, 200, 204, 208, 213, and 217"

See 'Key Points' and the Defendant's reply to PoDs 1.2, 1.4, 1.5, 1.6, 1.8, 3 and 6.1

2.21 Under ***"Hearing dated 24 August 2007"***, PoD 7 – *"cannot recover £293.70"*

"As previously advised an Order for Costs was made in the Claimant's [in relation to claim ref. 7WL00675] *favour upon this date wherein costs were summarily assessed in the sum of £293.70"*

"The Defendant [in relation to claim ref. 7WL00675] *is not entitled to recover such costs the costs incurred in connection therewith i.e. those claimed at items: 80, 82, 83 and 86, should be excluded from the Bill of Costs in their entirety"*

These items are:

- Item # 80 – Loss of pay = 3.5 hours @ £36.26 p. hr = £126.91
- Item # 82 – Loss of pay = 7 hours @ £36.26 p. hr = £253.82
- Item # 83 – Day travel pass = £5.30
- Item # 86 – Defendant being ordered by Deputy Judge McGovern to pay the Claimant £293.70

See the Defendant's reply to PoD 1.8

2.22 Under ***"Interest on loss of pay"***, PoD 8 – *"not entitled to interest"*

"The Claimant sees no reason as to why the Defendant should recover any interest on loss of pay and as such no offer is put forward in respect of the claim made at item 243 in the sum of £218.37"

1. Under CPR 44.12(1)(d) and 44.12(2) the Defendant is entitled to charge interest as she suffered loss of income which she could have invested – as indeed she could have with the expenses she was forced to incur.

2. What was the Claimant's justification in claiming £1,069.31 of interest in its 27 February claim, ref. 7WL00675 (**Doc 1.1**), against the Defendant?

- END -

Document sent to Mr Ahmet Jaffer, Portner and Jaskel LLP, Solicitors, 63/65 Marylebone Lane, London W1U 2RA, on 19 January 2009.

Plan to submit this reply, as well as bundle to the Supreme Court Costs Office by 23 January 2009.

Date: 19 January 2009

I signed it

……

N Y S Klosterkotter-Dit-Rawé
Litigant in Person