

Court Manager
West London County Court
181 Talgarth Road
Hammersmith
London W6 8DN

Ms N Klosterkotter-Dit-Rawé
[1]

The **WLCC mafia** and its 'brother' (Persecution # 6) **Andrew David Ladsky** were not expecting me to do this following the **06.06.08** Notice of Discontinuance of "**ALL the claims against [me]**"
So, the criminal psychological harassment (Persecution # 1) and the blatant discrimination and injustice continued:
Overview # 11 and # 12

(By 'Special Delivery')

26 August 2008

Ref: West London County Court claim, **7WL00675**, dated 27 February 2007 – Ref JHESVM232082

Dear Madam / Sir

APPLICATION FOR DETAILED COST ASSESSMENT HEARING

Following the 6 June 2008 'Notice of discontinuance', issued by Portner and Jaskel on behalf of "**Rootstock Overseas Corp**", of "**All**" of the 27 February 2007, 7WL00675 claim against me, I took the following steps: **And more- see my comments on WLCC's 30.04.07 notice**

1. Under CPR 38.6 and 48.6, on 26 June 2008, I sent my costs to Portner and Jaskel asking for payment within 7 days of receipt.
2. Lack of response, more than 2 weeks past the deadline, led me to send Portner and Jaskel a 22 July 2008 Notice of Commencement of Assessment of Bill of Costs'.
3. Portner and Jaskel posted its 11 August 2008 'Points of dispute' on 13 August 2008.
4. The enclosed includes:
 - o My 26 August 2008 reply to the points of dispute and 56 supporting documents ¹
 - o Completed N258 form 'Request for detailed assessment' ²
 - o NatWest cheque #1480 for £300 – as per EX50, page 5, 'Assessment of costs' "*where the amount does not exceed £15,000*" ³

Yours faithfully

N Klosterkotter-Dit-Rawé

cc. Mr Ahmet Jaffer, Portner and Jaskel, Solicitors, 63/65 Marylebone Lane, London W1U 2RA (By Recorded Delivery)

¹ My 26 August 2008 reply to 'points of dispute' and supporting documents

² 26 August 2008 Form N258 'Request for detailed assessment'

³ 26 August 2008 NatWest cheque #1480 for £300

Request for detailed assessment hearing (general form)

In the West London County Court	
Claim No.	7WL00675 - JHESVM232
Claimant <small>(include Ref.)</small>	NOËLLE Y. S. KLOSTERKOTTER-DIT-RAWÉ
Defendant <small>(include Ref.)</small>	ROOTSTOCK OVERSEAS CORP / STEEL SERVICES LTD

See my comments on the 03.04.07 notice

I certify that the Notice of Commencement was served on the paying party Rootstock Overseas Corp c/o Portner and Jaskel

(and give details of any other party served with the notice)

on 22 July 2008 (insert date)

I now ask the court to arrange an assessment hearing.


I enclose copies of (tick as appropriate)

- the document giving the right to detailed assessment;
- a copy of the Notice of Commencement;
- the bill of costs;
- the paying party's points of dispute, ~~annotated as necessary in order to show (1) which items have been agreed and their value and (2) which items remain in dispute and their value;~~
- points in reply (if any);
- a statement giving the names, addresses for service and references of all persons to whom the court should give notice of the hearing;
- the relevant details of any additional liability claimed;
- a copy of all the orders made by the court relating to the costs of the proceedings which are to be assessed; (1)
- any fee notes of counsel and receipts or accounts for other disbursements relating to items in dispute;
- [where solicitors' costs are disputed] the client care letter delivered to the receiving party or the solicitor's retainer.

(1) The Claimant does not have all the orders referred to by the Defendant.
See point 2.5, page 10 of the Claimant's 26 August 2008 reply to the Defendant's points of dispute

I believe the hearing will take 2.5 hours (give estimate of time court should allow).

I enclose my fee of £ 300.00

Signed  Date 26 August 2008

(Claimant/Defendant/Solicitor)

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

Mr Ahmet Jaffer
Portner and Jaskel LLP
Solicitors
63/65 Marylebone Lane
London W1U 2RA

Ms N Klosterkotter-Dit-Rawé
[]
[]
[]

(By Recorded Delivery)

26 August 2008

Dear Mr Jaffer

DETAILED COST ASSESSEMENT HEARING

Further to your client's 11 August 2008 points of dispute in response to my 22 July 2008 'Notice of Commencement of Assessment of Bill of Costs', please find enclosed:

1. My 26 August 2008 reply to the points of dispute and 56 supporting documents ¹
2. My 26 August 2008 'Request for detailed assessment' ² to West London County Court, and covering letter of 26 August 2008 ³

Yours sincerely

N Klosterkotter-Dit-Rawé

cc. Court Manager, West London County Court, 181 Talgarth Road, Hammersmith, London W6 8DN (By Special Delivery)

¹ My 26 August 2008 reply to 'points of dispute' and supporting documents

² My 26 August 2008 'Request for detailed assessment'

³ My 26 August 2008 letter to West London County Court

IN WEST LONDON COUNTY COURT

Claim 7WL00675
JHESVM232082

BETWEEN NOËLLE Y S KLOSTERKOTTER-DIT-RAWÉ Claimant
(Litigant in Person)

AND

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

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

IN SUPPORT OF THE CLAIMANT’S APPLICATION
FOR AN ASSESSMENT HEARING

Key points

1. Under CPR 38.6 and 48.6 the Claimant, a Litigant in Person, is entitled to recover all of her costs from the Defendant following its 6 June 2008 discontinuance (**Doc #4**) of “All” of the 27 February 2007 WLCC £10,356.59 claim, ref. 7WL00675, filed against the Claimant (**Doc #5**).
2. The Claimant’s costs 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.
3. The Defendant’s 27 February 2007 claim against the Claimant was vexatious, malicious, fraudulent and scurrilous – and therefore (among other) an abuse and contempt of court:
 - CPR 3.4(2)(b)
 - CPR Part 22 - 2.1, 3.8(2) and 3.8(3) – and related: CPR 32.14(1)
4. The Defendant’s conduct was deceitful, obstructive and extremely unreasonable:
 - Court and Legal Services Act 1990 – Ch. 41, s.17 “*Litigation is the last resort*”
 - CPR “*Overriding Objective*” 1.3
 - CPR 44.14 “*Court’s power in relation to misconduct*”; CPR 44.3(4) “*Circumstances*”; CPR 44.3(5) and 44.5(3) “*Conduct of the parties*”
5. The filing of the 27 February 2007 claim, the pre and post actions and conduct, are repeats of the Defendant’s conduct in relation to the 29 November 2002 WLCC claim, ref. WL203537 – thereby making the 27 February 2007 claim the second fraudulent, malicious claim filed against the Claimant by the Defendant in WLCC – and therefore the second time that the Defendant has subjected the Claimant to a very traumatic experience – (this time preceded with the threat of “*bankruptcy*”). (As in 2002, the Defendant also preceded the claim with the threat of “*forfeiture*”).

Copy of definition

INDEX

1	Background	3
2	Claimant’s reply to the Defendant’s 11 August 2008 points of dispute.....	4
2.1	Under “Costs claimed generally”, paragraph 1.2.....	4
2.2	Under “Costs claimed generally”, paragraph 1.4.....	5
2.3	Under “Costs claimed generally”, paragraph 1.5.....	7
2.4	Under “Costs claimed generally”, paragraph 1.6.....	9
2.5	Under “Costs claimed generally”, paragraph 1.7.....	10
2.6	Under “Costs claimed generally”, paragraph 1.8.....	11
2.7	Under “Costs claimed generally”, paragraph 1.9.....	11
2.8	Under “Costs claimed generally”, paragraph 1.11.....	12
2.9	Under “Costs claimed generally”, paragraph 1.11.....	12
2.10	Under “Costs claimed generally”, paragraph 1.12.....	12
2.11	Under “Costs claimed generally”, paragraph 1.12.....	13
2.12	Under “Loss of pay”, paragraph 2.1	14
2.13	Under “Postage cost”, paragraph 3.....	14
2.14	Under “Printing costs”, paragraph 4.....	15
2.15	Under “Stationary supplies”, paragraph 5	16
2.16	Under “Loss of pay/personal time”, paragraph 6.1	16
2.17	Under “Loss of pay/personal time”, paragraph 6.2	17
2.18	Under “Hearing dated 24 August 2007”, paragraph 7	17
2.19	Under “Interest on loss of pay”, paragraph 8.....	17

This document includes 56 appendices, preceded by a contents list with document and page number.

1 Background

1. On 6 June 2008, Portner and Jaskel, solicitors, issued a ‘Notice of Discontinuance’ (**Doc #4**) that its Client “*Rootstock Overseas Corp*” / Steel Services Ltd / Sloan Development = Mr Andrew David Ladsky (*) had dropped “All” of the 27 February 2007 claim, Ref 7WL00675, against the Claimant - (*) (As Portner has identified Mr Ladsky as its “*client*”)

Under CPR 38.6, the Defendant is liable for costs. (The claim was allocated to ‘Fast-Track’)

2. On 26 June 2008, the Claimant sent her ‘Bill of Costs’ to the Defendant (**Doc #1**) (PD 48 – 52.3), asking for settlement within 7 days of receipt i.e. by 4 July 2008 (**Doc #1**)
3. With no response more than two weeks past the deadline, the Claimant sent the Defendant her 22 July 2008 ‘Notice of Commencement of Assessment of Bill of Costs’ (**Doc #3**)
4. On 13 August 2008, the Defendant sent its 11 August 2008 points of dispute (**Doc #2**) – to which the Claimant has added numbering of the paragraphs to facilitate her reply.
5. The Claimant draws the Court’s attention to the high level of complexity of her case – as evidenced by the main points in her 3 June 2008 Witness Statement (**Doc #8**) and 240 supporting documents - detailed in the Claimant’s 6 May 2008 Standard Disclosure (**Doc # 13**) – all of which are referenced in her 3 June 2008 Witness Statement.

The complexity stems in part from the fact that the sums alleged to be “*due*” required referring to numerous events spanning from year 2003 to year 2006.

Due to the incomprehensible presentation of the 27 February 2007 Particulars of Claim (**Doc #5**), it is not evident that the period covers 4 years. However, it can clearly be seen from the version produced by the Claimant (which required several hours to compile) (**Doc # 6**).

To achieve the necessary level of understanding of the Claimant’s case would have required a solicitor to spend well over 2 weeks of solid work – hence, a cost in excess of £20,000. (Estimate quoted by 2 firms of solicitors). To this would of course be added the cost of the actual work that would have also entailed employing a barrister (as done by the Defendant for its 22 August 2007 Skeleton Argument (**Doc #27**) and the 24 August 2007 hearing).

Hence, the Claimant’s legal costs would have been well in excess of £30,000. (Estimate quoted by 2 firms of solicitors). (NB: 5 years ago, in 2003, at a time when a lot less needed to be considered in the Claimant’s case, a barrister charged the Claimant £900 to represent her at one WLCC hearing) (**Doc #52**)

The Claimant’s total costs of £7,756.03, including interest of £218.37 (CPR 44.12(1)(d) and 44.12(2)) are therefore *less than* 25% of the costs of employing a solicitor and a barrister. Consequently, they are more than 40% *below* the limit set 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*”

2 Claimant's reply to the Defendant's 11 August 2008 points of dispute

2.1 Under "Costs claimed generally", paragraph 1.2

"...the non-payment of monies due..."

As very comprehensively demonstrated, and very extensively supported by 'black on white' evidence, among other in the Claimant's 3 June 2008 Witness Statement (**Doc # 8**), this is *not* true.

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

1. Over a period of 16 months, the Defendant repeatedly ignored the Claimant's numerous requests for evidence in support of the sums alleged to be "*due*", starting with her 25 February 2007 reply (**Doc 47#**) to the Defendant's 16 February 2007 letter (**Doc #48**).

In this 16 February 2007 letter, Mr Jeremy Hershkorn, Portner, threatened the Claimant with "*bankruptcy proceedings*", "*forfeiture*", and "*costs*" – in the name of Rootstock Overseas Corp., a company the Claimant 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.

2. The Defendant's response to the Claimant's reply of 25 February 2007 (**Doc #47**) 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 #5**).
3. To avoid responding to the Claimant's 3 May 2007 Skeleton Argument (**Doc #36**), the Defendant falsely claimed in its 22 August 2007 Skeleton Argument (**Doc #27**) that it had not received the Claimant's Skeleton Argument, stating, under 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*"

Being accustomed to this kind of lies from Mr Ladsky's aides from her 7 years of experience with them, the Claimant had sent her 3 May 2007 Skeleton Argument (**Doc #36**) by 'Special Delivery' post – and was therefore able to supply proof of delivery to Portner on 4 May 2007 (**Doc #35**)

The Claimant has also sent her 4 April 2007 Application to contest the Court's jurisdiction (**Doc #41**) to the Defendant by 'Special Delivery' on 3 July 2007. Delay explained in her 30 June 2007 letter to Portner (**Doc #33**)

4. In spite of the numerous occasions on which the Claimant highlighted that the Defendant had *not* supplied the Claimant with the information she is legally entitled to in support of its 27 February 2007 claim, ref. 7WL00675, the Defendant's 4 February 2008 Standard Disclosure (**Doc #13**) does not provide the information.
5. The Defendant failed to reply to the Claimant's 19 May 2008 Part 18 Request (**Doc #12**) - thereby further prejudicing the Claimant's position when she had to write her Witness Statement.
6. Contrary to the WLCC 9 April 2008 case management directions, the Defendant did not supply its

witness statement to the Claimant by 4 June 2008. (The day after it received the Claimant's Witness Statement, the Defendant filed its 6 June 2008 Notice of discontinuance (**Doc #4**)).

2.2 Under "Costs claimed generally", paragraph 1.4

"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"

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 (the "relevant amount") shall be treated for all purposes as not being due from the tenant to the landlord by notice given to the tenant"

This is an absolutely outrageous, preposterous excuse - a cover-up for the fact that the Defendant dropped its claim because it was unable to support it - and therefore defend it. (See the Claimant's reply to paragraph 1.2, above).

On its 6 June 2008 Notice of Discontinuance (**Doc #4**) the Defendant did not provide a reason for discontinuing the claim thinking that it would be the end of it, leaving Mr 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.

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'":

1. Portner also acts for "Steel Services", as evidenced by e.g. the first page of the (bogus) 10 February 2006 "Notice" under s.5 of the L&T Act 1987 (**Doc #51**) - 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 #55**).
2. 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 Claimant's then website host (**Doc #50**) 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 letter to Resident A at Jefferson House (**Doc #56**).

In numerous documents over a 12-month period the Claimant questioned the identity of her 'landlord' and concurrently the fact that the 27 February 2007 claim, ref. 7WL00675 (**Doc #5**), states 3 names: 'Rootstock Overseas Corp', 'Steel Services Ltd', and 'Sloan Development' (in the file name):

3. The Defendant ignored the Claimant's 25 February 2007 reply (**Doc #47**) to its illegal letter of 16 February 2007 (**Doc #48**) demanding immediate payment of £8,937.28. In her reply, the Claimant 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 Claimant also pointed out that no "statement" had been enclosed with the letter, and concluded by asking for clarification.
4. The Defendant's response was to file the claim, ref 7WL00675, against the Claimant, the day after

it had received her letter i.e. on 27 February 2007.

5. With no response from the Defendant as to the identity of Rootstock, in her 22 March 2007 Acknowledgement of Service (**Doc #44**) the Claimant went to great lengths to highlight the fact that the claim contained two names: "*Roostock 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 (?)*"

As can be seen, the Claimant 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*"

6. As can be seen on the contents page of her 4 April 2007 application for contesting the court's jurisdiction (**Doc #41**), the Claimant 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'*"
7. As, 4 months after the claim had been filed, the Claimant still had not received a reply to her question, she sent yet another letter to Portner on 30 June 2007 (**Doc #33**) 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'.

The Claimant wrote "*What is the connection between Steel Services Ltd and "Roostock 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 Claimant followed this by stating "*You must also fulfil your legal obligations under CPR 1.3*". She restated her request to be supplied with evidence on the identity of her landlord, as well as the missing enclosure to Portner's 16 February 2007 letter.

8. It finally led Portner to reply on 12 July 2007 (**Doc #32**) 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 Claimant the title "*on 27 February 2007*"; (2) sent the Claimant the "*statement*" with the 16 February 2007 letter. Both claims are *lies*. (Why would the Claimant waste many hours of her life chasing documents if they had already been supplied?)
9. In her 12 August 2007 letter to Portner (**Doc #31**), the Claimant 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?*"
10. As can be seen in the 'summary of main points' of her 12 September 2007 Defence (**Doc #21**), the Claimant 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?*"
11. Yet again, the Claimant highlighted the issue in her 2 October 2007 letter to WLCC (**Doc #19**) – 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)..."

12. As a result of being sent an allocation questionnaire by WLCC, yet again, the Claimant highlighted the issue in her 26 January 2008 letter to WLCC (**Doc #16**) – cc'd to Portner. The Claimant 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"

13. On her 6 May 2008 Standard Disclosure' (**Doc #13**), the Claimant still continued to highlight the issue by stating the name of the Claimant as "Rootstock Overseas Corp./Steel Services"

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

The reality is that the Defendant could not defend its 27 February 2007 claim because it is fraudulent.

But, maximum fun was squeezed out of it by all - over a period of 16 months - which included keeping information from the Claimant – 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.

It is only as a result of asking for documents in the Defendant's 4 February 2008 Standard Disclosure (**Doc #13**) that Portner supplied the Claimant with a copy of the title (**Doc #49**) (Even this piece of paper still leaves many questions unanswered as to the 'true' identity of the Claimant's 'landlord' – leading the Claimant to still refer to the Defendant by a string of 'paper' company names which, quite clearly, ultimately equates to Mr Andrew Ladsky).

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

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.

2.3 Under "Costs claimed generally", paragraph 1.5

"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"

And in considering whether the Claimant's costs "*are reasonable and proportionate*" the following- in addition to the Claimant's reply to paragraphs 1.2, 1.4, 1.5 and 1.6 – must be taken into consideration:

1. The Claimant is a Litigant in Person – with no previous experience. To arrive at her successful outcome against a Defendant 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.
2. The outrageous conduct of the Defendant. 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 29 November 2002 claim, ref. WL203537, filed against the Claimant (and 10 of her fellow leaseholders): **extortion** – demanding the payment of monies not due and payable.
3. Once filed, as the Claimant kept highlighting the issues in her documents to the Defendant and WLCC, CPR dictate that actions should have been taken to address the issues. This claim should *not* have been allowed to continue for 16 months.
4. The outcome of the 16-month onslaught on the Claimant – outside of her control – was that it took up 64 hours of her work time and over 500 hours of her own time (the Claimant is only charging 444 hours), including a very significant amount of time studying and researching the CPR and other legal sources in order to:
 - Produce 4 major court documents ranging from 20 to 74 pages:
 - 4 April 2007 Application for transfer to the LVT; referenced to 64 supporting documents (**Doc #41**)
 - 3 May 2007 Skeleton Argument; referenced to 67 supporting documents (**Doc #36**)
 - 12 September 2007 Defence; referenced to 75 supporting documents (**Doc #21**)
 - 3 June 2008 Witness Statement (**Doc #8**); referenced to 240 supporting documents (**Doc #13**) (The Defendant's lack of response to the Claimant's 19 May 2008 Part 18 Request (**Doc #12**) 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 Claimant 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.

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

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

These letters include correspondence with HMCS Customer Service, for which the initial letter, on 13 November 2007 (**Doc #18**), was a 7-week silence from WLCC during which

time the Claimant had been chasing a reply to her 2 October 2007 letter to WLCC (**Doc #19**). (Her letter was in response to WLCC's 27 September 2007 unwarranted demand for payment of a £1,700 fee (**Doc #20**))

- Supply an integral copy of the Claimant's 240 Standard Disclosure documents
- Attend a hearing on 24 August 2007
- 2 further trips to WLCC to deliver documents
- 2 trips to Portner and Jaskel to deliver documents
- Over 30 trips to the post office
- 5 trips to a printing company

5. THIS is how the Claimant wasted over 500 hours of her life, lost 64 hours of salary and spent £7,756 of her hard earned money – and this, including the Claimant's replies to paragraphs 1.2, 1.4, 1.8 and 1.12 - is the evidence she gives in support of the Court taking into consideration:

- 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...*"
- 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..*"
- 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*"

As well as take the above into consideration in relation to its power under Rule 44.14 "*Court's power in relation to misconduct*"

2.4 Under "**Costs claimed generally**", paragraph 1.6

"*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 Claimant comply with CPR 48.6 "*Litigant in person*"

2. In relation to CPR 48.6 (2) – As explained in the introduction to this document, the Claimant’s costs of £7,756 are more than 40% *below* the “*two thirds*” limit set under this rule – had the Claimant used a solicitor and a barrister.
3. As can be seen in her ‘Bill of Costs’ (**Doc #1**), the nature of the Claimant’s costs comply with:
 - 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;*
 - 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.”*

2.5 Under “**Costs claimed generally**”, paragraph 1.7

“*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

The Claimant has no record of “*1 May 2007*” and “*1 May 2008*”.

- 3 May 2007 (**Doc #37**) is a ‘Notice’ – not an ‘Order’. It states that a hearing has been scheduled for 24 August 2007.
- 19 April 2007 Order (**Doc #40**) communicates two points:
 - (1) that WLCC has refused the Defendant’s application for judgment against the Claimant (The Claimant 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
- 19 December 2007 Order (**Doc #17**) to “*strike out*” a counterclaim the Claimant *never* filed. This Order, posted on 7 January 2008, was WLCC’s eventual reply to the Claimant’s 2 October 2007 letter (**Doc #19**), in response to its 27 September 2007 letter (**Doc #20**) in which it made an unwarranted demand for payment of a £1,700 fee.
- 7 March 2008 Order (**Doc #14**) threatening to have the Claimant’s Defence “*struck out*” if she failed to return the Allocation Questionnaire.

1. In light of the above, the Claimant fails to understand the Defendant’s argument.

2. As two of the documents set the date for a hearing, is the Defendant suggesting that, the minute the Court does this it also decides the outcome of the hearing – and therefore liability for costs?
3. Comparison with what took place in the context of the 29 November 2002 claim, ref. WL203537, filed against the Claimant (and 10 of her fellow leaseholders):

As can be seen in its 12 June 2003 Notice (**Doc #54**) of the 24 June 2003 hearing, West London County Court "*was silent as to costs*".

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 Claimant's costs and those of her fellow leaseholders who attended the hearing – as evidenced by the 24 June 2003 Order (**Doc #53**)

2.6 Under "Costs claimed generally", paragraph 1.8

"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 Claimant is entitled to claim this cost back from the Defendant because the root cause of the 24 August 2007 hearing is the 27 February 2007 claim, ref. 7WL00675 (**Doc #5**) - a claim that should *never* have been filed against her – as she successfully demonstrated with the Defendant capitulating by filing its 6 June 2008 Notice of discontinuance (**Doc #4**).

See also the Claimant's reply to: paragraphs 1.2, 1.4, 1.5 and 1.6

2. The Defendant 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 Claimant's situation which, in addition, includes issues determined by the LVT in 2003.

The Claimant 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 "*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.

2.7 Under "Costs claimed generally", paragraph 1.9

"The ~~Claimant~~ [Defendant] is greatly concerned to note that seemingly much of the work which has been claimed for within the ~~Defendant~~ [Claimant]'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"

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

It cannot be due to its claim under paragraph 1.11 that the Claimant's Bill of Costs "*hampers the ~~Claimant~~ [Defendant]'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"

What is/are the Defendant's point/s of dispute?

For the Claimant's reply to this undefined 'point of dispute', see above, the Claimant's reply to paragraphs 1.2, 1.4, 1.5 and 1.6

Actually, the Claimant's Bill of Costs does not include the desk research she had to undertake following receipt of the illegal 16 February 2007 letter (**Doc #48**) in which Portner and Jaskel threatened her with "bankruptcy proceedings, forfeiture and costs".

2.8 Under "Costs claimed generally", paragraph 1.11

"Unfortunately the ~~Defendant~~ [Claimant]'s Bill of Costs fails to comply with the requirements of CPR Part 43 and the Practice Direction thereto ..."

Another typical response from the Defendant: it does not back-up its assertion.

Which "requirements" is the Defendant referring to?

The Claimant 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.

If only the Defendant's Particulars of claim were characterised by the same attribute!

2.9 Under "Costs claimed generally", paragraph 1.11

"...and therefore this hampers the ~~Claimant~~ [Defendant]'s ability to consider the reasonableness of each and every individual claim for costs made"

Which benchmark does the Defendant take in making this criticism? Its 27 February 2007 Particulars of claim? Contrast what it produced (**Doc #5**) and what the Claimant made of it (**Doc #6**)

Considering the level of detail provided in the Claimant's Bill of Costs – which far exceeds that suggested in any of the Precedents – the Claimant is clearly being vexatious.

Should be "the Defendant is clearly..."

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

2.10 Under "Costs claimed generally", paragraph 1.12

"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. Loss of pay

From the Claimant's 26 June 2008 Bill of Costs (**Doc #1**), her "detail of the individual claims" is:

- Item # 9: 22 March 2007 Acknowledgment of Service (**Doc #44**): 2 hours – see her (ex.)

employer’s timesheet w/c 17 March 2007 (**Doc #45**)

- Item # 14: 4 April 2007 Application for contesting the court’s jurisdiction; 20 page document referenced to 64 appendices (**Doc #41**): 19.5 hours – see timesheets: w/c 10 March 2007 (**Doc #46**); w/c 24 March 2007 (**Doc #43**); w/c 31 March 2007 (**Doc #42**)
- Item # 21: 3 May 2007 Skeleton Argument; 16 page document referenced to 67 appendices (**Doc #36**): 20 hours – see timesheet w/c 28 April 2007 (**Doc #39**)

See also the Claimant’s fax of 30 April 2007 to West London County Court (**Doc #38**) 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 Claimant was granted one extra day.

- Item # 27: 12 September 2007 Defence; 20 page document referenced to 75 appendices (**Doc #21**): 12 hours – see timesheets: w/c 25 August 2007 (**Doc #26**); w/c 8 September 2007 (**Doc #24**)
- Items # 80 and # 82 – 24 August 2007 hearing: 10.5 hours – see timesheets: w/c 18 August 2007 (**Doc #29**); w/c 25 August 2007 (**Doc #26**)

(NB: the Claimant also kept a separate spreadsheet, noting the activity performed)

The Claimant’s cost for buying an extra week of holiday WAS £1,269.24.

As Mr Andrew Ladsky has had extensive contacts with the Claimant’s ex. employer in 2006 and 2007, he no doubt knows who to contact if he needs validation – (as his assertions, in some of his communications to her ex. employer, as to what the Claimant was doing in the office - are false).

2. Loss of personal time

The Defendant *has cost* the Claimant over 500 hours of her personal time – **on top of** the 64 hours of salary. For the events that led to the Claimant suffering the continuing destruction of her life by the Defendant and his aides in 2007-2008 (the Defendant and his aides started destroying her life in 2002), see the Claimant’s reply to paragraphs 1.2, 1.4, 1.5 and 1.6

3. Time spent acquiring legal knowledge

The Claimant 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.

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

2.11 Under “Costs claimed generally”, paragraph 1.12

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

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

Obviously, in spite of the Defendant's claim that the Claimant's Bill of Costs "*hampers the ~~Claimant~~ [Defendant]'s ability to consider the reasonableness of each and every individual claim for costs made*" (paragraph 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*"

What is/are the Defendant's point/s of dispute?

For the Claimant's reply to this undefined 'point of dispute', see the Claimant's reply to paragraphs 1.2, 1.4, 1.5 and 1.6

2.12 Under "Loss of pay", paragraph 2.1

"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 Claimant's reply to paragraph 1.12, above

2.13 Under "Postage cost", paragraph 3

"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"

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

1. For the main part, the items identified relate to the Claimant sending documents by recorded, or special delivery post.

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

2. As evidenced in her reply to paragraph 1.2, point 3, relating to the fact that the Defendant had, in its 22 August 2007 Skeleton Argument (**Doc #27**), falsely claimed that it had not received the Claimant's Skeleton Argument - using this form of posting is an imperative requirement when dealing with the Defendant's aides.

This explanation applies to a large number of the identified items.

3. 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).

4. Likewise, when operating under tight deadlines, a guaranteed 'next day' delivery needs to be used.
5. The Defendant questions item # 18, cost of £12 for faxes. The Claimant had to use the facility at a 'hub' working centre to send a fax to WLCC, and attempt to send the same fax to Portner (**Doc #28**). The cause was the Defendant's lie in its 22 August 2008 Skeleton Argument claiming that it had not received the Claimant's Skeleton Argument of 3 May 2007 (**Doc #36**)

The Defendant also questions item #119, a related cost of £10 for a courier. The Claimant 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.

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

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

2.14 Under "Printing costs", paragraph 4

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

- Item # 16 – £18.50 - 2 copies and binding of the Claimant's 4 April 2007 Application to contest the court's jurisdiction; 20 page document + 64 appendices (**Doc #41**); one copy for WLCC; one for the Claimant (no receipt available)
- Item # 23 - £37.50 – 3 copies and binding of the Claimant's 3 May 2007 Skeleton argument; 16 page document + 67 appendices (**Doc #36**); one copy for WLCC; one copy for the Defendant; one copy for the Claimant (no receipt available)
- Item # 29 - £45.61 – 3 copies and binding of the Claimant's 12 September 2007 Defence; 20 page document + 75 appendices; one copy for WLCC; one copy for the Defendant; one copy for the Claimant (**Doc #22**)
- Item # 62 - £42.89 – Integral copy to the Defendant of the Claimant's 240 documents in her 21 May 2008 Standard disclosure (hand-delivered to Portner in two arch-level files) (**Doc #11**).

In its 23 May 2008 letter (**Doc #10**) Portner stated that the Claimant had supplied the documents "without any request from us". As the Claimant replied on 5 June 2008 (**Doc #7**) "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"

- Item # 72 - £10.48 – 1 double-sided copy of the Claimant's Witness assessment for the Claimant; 74 page document (original version printed by the Claimant was sent to the Defendant) (**Doc #9**)
- Item # 101 – 1 copy and binding of the Claimant's 4 April 2007 Application to contest the court's jurisdiction (which entailed unbinding the Claimant's copy); 20 page document + 64 appendices;

sent to Portner as explained in the Claimant's 30 June 2007 letter to Portner (**Doc #34**)

- Item # 107 – £11.75 - Copy of enclosures with the Claimant's 12 August 2007 letter to Portner. Required as, in spite of previous correspondence, the Defendant had: (1) failed to send its skeleton argument; (2) failed to supply information in support of its claim; (3) failed to provide evidence as to the identity of Rootstock (**Doc #30**).

2.15 Under "Stationary supplies", paragraph 5

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

Not all receipts available

- Item # 225 - 11 September 2007: dividers for Defence; envelopes = £7.98 (**Doc #23**)
- Item # 224 - 30 August 2008: printer cartridges; printer paper; address labels = £56.26 (**Doc #25**)
- 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 #11**)

Total with supporting receipts: £109.83

The Claimant has charged £173.45 on her Bill of Costs.

As evidenced by the number and the size of documents produced since March 2007, the Claimant has spent a lot more than £173 on stationary, comprising of printer cartridges, printing paper, envelopes, etc.

2.16 Under "Loss of pay/personal time", paragraph 6.1

"The ~~Claimant~~ [Defendant] does not consider that the ~~Defendant~~ [Claimant] 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"

Is this another of these unwritten 'landlord rules'? As detailed in the Claimant's reply to paragraph 1.12:

1. The Defendant **has** cost the Claimant 64 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 Claimant.

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

2. The Defendant **has** cost the Claimant over 500 hours of her life – **on top of** the 64 hours of loss of income.
3. Considering that the Claimant is a layperson with no prior experience, any fair minded, reasonable person looking at the Claimant's activities and outputs caused by the onslaught she was subjected to over a period of 16 months - would have no difficulty accepting this.

And the reason the Claimant incurred these costs + expenses is the Defendant having – yet again – filed another fraudulent claim filed against her and subjecting her to a very traumatic 16-month onslaught - as outlined in the Claimant's reply to paragraphs 1.2, 1.4, 1.5 and 1.8

2.17 Under “Loss of pay/personal time”, paragraph 6.2

“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 the Claimant’s reply to paragraphs 1.2, 1.4, 1.5, 1.6, 1.8 and 6.1

2.18 Under “Hearing dated 24 August 2007”, paragraph 7

“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”

See the Claimant’s reply to paragraph 1.8

2.19 Under “Interest on loss of pay”, paragraph 8

“The ~~Claimant~~ [Defendant] sees no reason as to why the ~~Defendant~~ [Claimant] 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”

Under CPR 44.12(1)(d) and 44.12(2) the Claimant 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.

What was the Defendant’s justification in claiming £1,069.31 of interest in its 27 February claim, ref. 7WL00675 (**Doc #5**), against the Claimant? (**Doc #5**)

- END -

Document, appendices and 26 August 2008 Application to West London County Court copied to:

Mr Ahmet Jaffer
Partner and Jaskel LLP, Solicitors
63/65 Marylebone Lane
London W1U 2RA

Date: 26 August 2008

.....

N Y S Klosterkotter-Dit-Rawé

#	Ref./Date	Description	Page #
1		26 June 2008 Claimant's Bill of Costs' to Defendant, and covering letter	1
2		11 August 2008 Defendant's points of dispute	12
3		22 July 2008 Claimant's Notice of Commencement of Assessment of Bill of Costs	19
4		6 June 2008 Defendant's Notice of Discontinuance	21
5		27 February 2007 WLCC claim, ref 7WL00675, filed by Defendant against Claimant	23
6		Compilation by Claimant of sums contained in the 27 February 2007 Particulars of claim	28
7	08.06.05	Letter from Claimant to Portner	30
8	08.06.03	Contents page of Claimant's Witness Statement	32
9	08.06.03	Printing receipt	36
10	08.05.23	Letter from Portner to Claimant	37
11	08.05.21	Receipts: 21 May 08 printing and folder; 1 May 08 paper; 17 May 08 printer cartridges	38
12	08.05.19	Part 18 Request from Claimant to Defendant and receipt from Defendant	39
13	08.05.06	Claimant's Standard Disclosure and post office receipt	47
14	08.03.07	WLCC Order threatening Claimant to strike out her Defence if no allocation questionnaire	57
15	08.02.04	Defendant's Standard Disclosure	58
16	08.01.26	Letter from Claimant to WLCC	62
17	07.12.19	WLCC Order striking out Claimant's non-existent counterclaim	68
18	07.11.13	Letter from Claimant to HMCS Customer Service	69
19	07.10.02	Letter from Claimant to WLCC, cc'd Portner	73
20	07.09.27	Letter from WLCC to Claimant	76
21	07.09.12	Contents page of Claimant's Defence + list appendices	77
22	07.09.12	Printing and binding cost receipt	83
23	07.09.11	Stationary receipt - dividers; envelops	84
24	07.09.08	Claimant's timesheet w/c 8 September 2007	85
25	07.08.30	Stationary receipt, varied inc. 2 printer cartridges	86
26	07.08.25	Claimant's timesheet w/c 25 August 2007	87
27	07.08.22	Defendant's Skeleton Argument	88
28	07.08.22	Fax from Claimant to WLCC and Portner, inc. transmission sheets	92
29	07.08.18	Claimant's timesheet w/c 18 August 2007	97
30	07.08.13	Printing receipt	98
31	07.08.12	Letter from Claimant to Portner	99
32	07.07.12	Letter from Portner to Claimant	102
33	07.06.30	Letter from Claimant to Portner	105
34	07.06.28	Printing receipt	107
35	07.05.04	Royal Mail proof of delivery of Claimant's Skeleton Argument to Portner	108
36	07.05.03	Contents page of Claimant's Skeleton Argument + list of appendices	109
37	07.05.03	WLCC Notice of 24 August 2007 hearing	113
38	07.04.30	Fax from Claimant to WLCC	114

#	Ref./Date	Description	Page #
39	07.04.28	Claimant's timesheet w/c 28 April 2007	116
40	07.04.19	WLCC Order (1) refusing Defendant's application for judgement against Claimant; (2) setting 8 May 07 hearing	117
41	07.04.04	Contents page of Claimant's application to contest jurisdiction + list of appendices	118
42	07.03.31	Claimant's timesheet w/c 31 March 2007	122
43	07.03.24	Claimant's timesheet w/c 24 March 2007	123
44	07.03.22	Claimant's Acknowledgement of Service	124
45	07.03.17	Claimant's timesheet w/c 17 March 2007	127
46	07.03.10	Claimant's timesheet w/c 10 March 2007	128
47	07.02.25	Letter from Claimant to Portner	129
48	07.02.16	Letter from Portner to Claimant	130
49	07.01.08	Land Registry title Rootstock Overseas Corp and 19 May 2008 letter from Portner	132
50	06.10.03	Fax from Portner to Claimant's then website host	135
51	06.02.10	"Notice of first refusal" from Portner to Claimant	136
52	03.10.07	Invoice from a barrister used by Claimant for the 26 August 2003 WLCC hearing	138
53	03.06.24	WLCC Order following 24 June 2003 hearing	139
54	03.06.12	WLCC Notice of 24 June 2003 hearing	140
55	02.10.11	Cawdery Kaye Fireman & Taylor letter to Resident A	141
56	02.02.26	Central London County Court claim filed by Portner	142



Post Office Ltd.
Your Receipt

Knightsbridge
6 Raphael Street

London
Greater London
SW7 1DL

Date and Time: 26/08/2008 11:25
Session Prefix: 5-2104129
Dest: UK (E.U.)
Quantity: 1
Weight: 0.882 kg
Special D by 1 £6.40

Total Cost of Services £6.40

Posted after Last Collection? No

Guaranteed Delivery Date: 27/08/2008

Barcode: ZJ5113417386B

DESTINATION ADDRESS

Building Name or Number Postcode
West London Magistrates C W6 8DN
Address Validated? Y

IT IS IMPORTANT THAT YOU RETAIN THIS
RECEIPT AS IT IS YOUR PROOF OF POSTING

PLEASE REFER TO SEPARATE TERMS AND
CONDITIONS

Special Delivery is an express next
day service for the UK, offering a
money back guarantee for delay and
compensation for loss and damage to
your item. Check delivery at
www.postoffice.co.uk or call
08459 272100 quoting your ref number.

This is not a VAT receipt
Thank You



Post Office Ltd.
Your Receipt

Knightsbridge
6 Raphael Street
London
Greater London
SW7 1DL

VAT REG No. 243 1700 02
26/08/2008 11:29
SESSION : 5-2104129-2

Post Label SD
1 @ 6.40 6.40
Post Label 1PK
1 @ 3.80 3.80

TOTAL DUE TO POST OFFICE 10.20

Cash FROM CUSTOMER 10.20
BALANCE 0.00

Thank You



Post Office Ltd.
Your Receipt

Knightsbridge
6 Raphael Street

London
Greater London
SW7 1DL

Date and Time: 26/08/2008 11:28
Session Prefix: 5-2104137
Dest: UK (E.U.)
Quantity: 1
Weight: 0.864 kg

1st Class Packet £3.08
Receipt £0.00
Recorded £0.72

Total Cost of Services £3.80

Barcode: DV2170348796B

DESTINATION ADDRESS

Building Name or Number Postcode
Partner & Jaskel W10 2RA
Address Validated? Y

IT IS IMPORTANT THAT YOU RETAIN THIS
RECEIPT AS IT IS YOUR PROOF OF POSTING

PLEASE REFER TO SEPARATE TERMS AND
CONDITIONS

We do not pay compensation for
money, jewellery or valuables sent by
Recorded Signed For. Check
delivery at www.postoffice.co.uk
or call 08459 272100, quoting your
reference number.

This is not a VAT receipt
Thank You

KALL KWIK CENTRE 351
11 KNIGHTSBRIDGE REEN
LONDON SW1X 7
VAT: 443 9287 5
REC 26-08-2008 11:05
COL MCH01 067101
BLK & W 29.71
VAT -5.20
TOTIF -34.91
CASH -34.91



with us it's personal®

Personal | Business

Search

Delivery Services

Marketing Services

Logistics Services

Discounts & Payment



Home

Home > Track and trace >

Track and trace

Sending tracked mail

Tracking your mail

Top links

Find a postcode

Postal prices

Shop

Track an item

Product A-Z

Work for us

Customer service

Please enter your 13 character reference
e.g. AA000100019GB

ZJ511341738GB

Track item

How to find your reference number

Delivered

Your item with reference ZJ511341738GB was delivered from our HAMMERSMITH Delivery Office on 27/08/08.

Thank you for using this service.

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

You can now see the electronic Proof of Delivery for this item by clicking the button below.

View Proof of Delivery