

IN WEST LONDON COUNTY COURT

Claim  
7WL00675

BETWEEN ROOTSTOCK OVERSEAS CORP / STEEL SERVICES LTD

Claimant

And

NOËLLE Y S KLOSTERKOTTER-DIT-RAWÉ

Defendant

**DEFENDANT’S WITNESS STATEMENT**

**MAIN POINTS**

Subsequent note: Original version with the subsequent addition of hyperlinks to documents. I either listed these documents in my [6 May 2008](#) Standard Disclosure (and supplied copy of all to Portner and Jaskel on [21 May 2008](#) and [22 May 2008](#)), or they need to be added to the bundle – as per CPR 39 3.2

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2 Events lead me to state that WLCC is not handling the case with consideration for the ‘Overriding Objective’ – a repeat of events with WLCC in 2002-2004 ..6

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2.2 The Claimant has failed to reply to my 19 May 2008 Part 18 Request, further prejudicing my position .....9

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3 WLCC falsely capturing that I “intended to defend part of the claim” offered the Claimant the opportunity to file an application for judgment against me and, following refusal, was used as a reason for cancelling the 8 May 2007 hearing..... 13

4 The second reason for cancelling the 8 May 2007 hearing was a very suspicious cheque received by Portner & Jaskel falsely claiming that it had been sent on my behalf..... 14

5 Ownership of Jefferson House by ‘paper’, offshore companies that are traded in monopoly board game style mean that, in breach of my statutory rights, at any one point in time, I do not know who controls my home..... 14

6 In breach of my statutory rights under S.5 of the L&T Act 1987, I was not informed of the change of ownership of 3 titles for Jefferson House – amounting to criminal offences under S.10A of the Act .....21

7 I have a £6,100 credit for the ‘major works’ that has not been acknowledged..22

7.1 The outcome of the 17 June 2003 LVT determination was a reduction in the global sum demanded of £500,000 – including the contingency fund

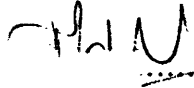
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- 15 I view the withholding of the year-end accounts as intended to prevent me from challenging them – and hence, the service charge demands – in the knowledge, from past experience, that getting a copy of the accounts will require that I go into endless battles..... 69
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- 17 Ground rent – Total £2,200.00 – I question £200.00 ..... 72
- 18 In filing the claim against me, the Claimant has very clearly taken advantage of its own breach of covenants and statutory requirements ..... 74
- 19 The clear conclusion is that, while I do not know how much I owe - if anything - to whoever my 'Lessor' is - I am certain that I do *not* owe the sums claimed. And, considering the evidence contained in this Witness Statement, I am equally certain that I do *not* owe the £1,069.31 of interest, £250 court fee, and £100 of solicitor's costs claimed in the claim. .... 74

Statement of Truth

I believe that the facts stated in this Witness Statement are true.



Noëlle Yvonne Sylvie Klosterkötter-Dit-Rawé

Date: ...3... June... 2008.....

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

Ms N Klosterkotter-Dit-Rawé  
[]  
[]  
[]

3 June 2008

*(By 'Special delivery')*

Ref: West London County Court claim, Rootstock Overseas Corp / Steel Services Limited  
**7WL 00675**, 27 February 2007

Dear Mr Jaffer

**MY WITNESS STATEMENT**

Further to the 9 April 2008 Case Management directions issued by District Judge Ryan, West London County Court:

*"Both parties shall, by 4pm on Wednesday, 4<sup>th</sup> June 2008, serve on each other the witness statements of themselves and of all witnesses (other than expert witnesses) on whom they intend to rely".*

Please find enclosed my 3 June 2008 Witness Statement.

I will reply to your 23 May 2008 letter tomorrow.

Yours sincerely

N Klosterkotter-Dit-Rawé

cc. Letter only - Court Manager, West London County Court, 181 Talgarth Road,  
Hammersmith, London W6 8DN



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