I've never come across one: **kangaroo courts**...but, I was still (naively) hoping

TO: A Judge committed to the concept of Justice
c/o West London County Court
181 Talgarth Road
Hammersmith
London W6 8DN

Ms N Klosterkotter-Dit-Rawé
[ ]
(Defendant)

Re. my **13.07.11** complaint - in vain - against WLCC - see: **WLCC # 18 and # 24 ; Doc library # 1.7 and # 1.8.** WLCC's lapdog, Paulette James OBE continue to show her devotion: **12.03.08** letter

26 January 2008

See the unbelievable summaries on the **West London County Court page: Events ; Breaches of the law ; Overall outcome on me**

(By 'Special Delivery' – on 26 January 2008)

Ref: West London County Court claim, *"Roostock Overseas Corp"* (should read 'Rootstock'), **7WL 00675**, dated 27 February 2007

That alone would have given the **WLCC and Ladsky mafias** a good laugh: **the British 'Human Rights' Act excludes Article 13** - as well as **Article 1**- "*Obligation to respect human rights*"
= the Act is a (typical) British sham

Dear Madam / Sir

TRANSFER OF MY CASE TO A COURT AND A JUDGE COMMITTED TO IMPLEMENTATING THE OVERRIDING OBJECTIVE…

…so that I can exercise my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998: Article 6 – *"Right to fair hearing"*, and Article 13 - *"Right to effective remedy"*

West London County Court (WLCC) has asked me to return an Allocation questionnaire by 28 January.

I am not returning it, and instead ask that my case is transferred to another court as my experience with WLCC leads me to perceive it as lacking in commitment to implement the Overriding Objective. Hence, I have no trust and confidence that WLCC will allow me to exercise my rights for *"a fair hearing"* and *"effective remedy"* under the Human Rights Act 1998.

As the Defendant (for the second time against some of the same parties) my perception of WLCC is that it has - and continues – to allow itself i.e. judicial process and its representatives to be treated in absolute and utter contempt by the Claimant and its aides:

1 **The Claimant and its aides, comprising of lawyers and surveyors have a well-documented history of lying to WLCC (as well as to Wandsworth County Court) – in relation to court claims against me (and other leaseholders at Jefferson House). Examples:**

(1) Claim supported by false information e.g. supply of a lease with the 29 November 2002 WLCC claim falsely claiming that it was representative of my lease.

(2) Abuse of process of court: in 2002-2003, by pursuing the same action (against me and 10 other leaseholders) concurrently under two separate jurisdictions: WLCC and LVT

(3) False reporting to a judge, in WLCC, of actions taken e.g. in 2003, in the context of a hearing that concerned me (and other leaseholders) falsely claiming that (i) the LVT determination had been implemented; (ii) it had been reflected in the leaseholders' service charge demands. Both claims were made under a statement of truth in the application for hearing.

(4) False claims of not receiving documents e.g. Portner and Jaskel claiming that it had not received my 3 May 2007 Skeleton Argument.

(NB: Concurrently, lying by the Claimant and its aides also took place in the LVT in 2002-2003 - hence, amounting to lying to other representatives of the judicial system. It includes false statements by Mr Brian Gale, MRICS, Steel Services' surveyor in his 13 December 2002 Expert Witness report to the tribunal:

- *"I am able to categorically state that the Specification makes NO provisions for any construction of an additional floor nor any future requirement in the building to create a penthouse flat"*. When 'the major works' were (finally) started in September 2004, so was the construction of the penthouse flat.

- That Jefferson House's leaseholders had been *"supplied with detailed costings"* and that there was *"no opposition to the service charge demand"*. In fact, two weeks previously, Steel Services, Martin Russell Jones (MRJ), managing agents for the block, and Cawdery Kaye Fireman & Taylor, solicitors, had filed a claim in WLCC against the majority of the leaseholders (including myself) - clearly proving that Jefferson House's leaseholders were not in agreement with the service charge demand.

False statements in other evidence supplied to the tribunal: in statements made by Mr Brian Gale and Ms Joan Hathaway, MRICS, MRJ, in a report, as well as in correspondence from Ms Hathaway to the tribunal that included stating*"...regarding the proposed penthouse...although the planning permission was granted it was subsequently found that the scheme was not a viable proposition...there are no plans to build the penthouse at the property*)

1.1 **What actions did WLCC take? It turned 'a blind eye and a death ear', helping Steel Services and its aides to proceed with the action:**

In spite of my repeatedly highlighting – including in my Defence – that the same action was being pursued concurrently in the LVT – and consequently asking that the action *"be stayed"* - WLCC proceeded with the action against the other leaseholders. (NB: at least two firms of solicitors representing other leaseholders also communicated to WLCC that the court action amounted to an abuse of process of court).

In spite of my highlighting to WLCC, on at least three occasions, that the tribunal had specifically told me and other leaseholders (at the 29 October 2002 pre-trial hearing) to NOT PAY the service charge demand until it had issued its determination (and it had therefore been implemented), WLCC issued judgment/s against the other leaseholders *before* the tribunal issued its determination.

It ignored my repeated protests – with evidence in support from my Chartered Surveyor – that, contrary to the claims made by the Claimant and its aides to WLCC, the determination of the tribunal had *not* been implemented, and had therefore *not* been reflected in the service charge demands.

It ignored my statement in the Defence to the claim that the lease supplied with the claim was materially different from mine.

As I subsequently discovered, to 'top it all', WLCC mercilessly proceeded with the action against me and the other leaseholders during 2002-2004 on the basis of a claim for which the statement of truth was signed by Ms Joan Hathaway, MRJ. As, under CPR 22 – 3.11, managing agents *cannot* sign a statement of truth, Steel Services should *not* have been allowed to rely on the contents of the statement of case.

To further add to the very traumatic treatment I suffered from WLCC in 2002-2004:

- In 2004, it issued an Order that the action against me be *"stayed"*. In fact, as recognised by the Court Service (in its 23 August 2004 reply to my complaint): *"In your particular case it is acknowledged that an agreement had been reached"*

- It falsely informed me that:

  - a charging order hearing, due to take place on 4 April 2003, concerned me (it related to another Leaseholder on the claim);

  - an 18 March 2004 judgement had been entered against me;

  - I was the Defendant in a trial due to take place on 17 August 2004. (It concerned the 5th Defendant on the claim). (This Leaseholder appears to be another victim of injustice - this time, carried out by Wandsworth County Court).

2 **Very clearly, more than three years on since my last contact with WLCC, the same regime is being allowed to continue in this court:** Yep! Definitely part of **Her Majesty's kangaroo courts!**

1. It accepted the 27 February 2007 claim against me in spite of the fact that it is in breach of CPR 16, Statements of case PD 7.3 as my 'contractual obligation' i.e. my lease was not supplied with the claim.

2. It ignored my highlighting in my 22 March 2007 Acknowledgment of Service that the claim gives two names for the *"landlord"*: *"Roostock Overseas Corp "*and *"Steel Services"*

3. It falsely stated in the 3 April 2007 Notice it sent to Portner and Jaskel that I *"intend to defend part of the claim"* as, on my 22 March 2007 Acknowledgment of Service, I wrote that I *"intend to contest the*

court's jurisdiction". (In spite of repeated requests, it has only just sent me an amended version of the Notice – because I put pressure through the Customer Service department).

4. In its 27 September 2007 correspondence, it demanded that I file a counterclaim, 'apparently' because I headed my 12 September 2007 document *"Defence & Counterclaim"*. I gave this heading because this is what WLCC had written under point 2 of its 24 August 2007 order *"Defence & Counterclaim to be filed by 14 September 2007"* (and it made sense to me, as I am making 'counterclaims' in my document 'in defence' of the claims against me).

   WLCC knows perfectly well that it is impossible for me to file a counterclaim as I do not have the necessary information to do this. (During the 24 August 2007 hearing, Deputy Judge McGovern only talked about my needing to file a *"Defence"*). Indeed, I demonstrate - with ample 'black on white' evidence in support - in my 3 May 2007 Skeleton Argument, and in my 12 September 2007 *"Defence & Counterclaim"* that:

   - Rootstock Overseas Corp is *"not my 'lessor' or 'landlord' "* as it does not control the same property as defined in my lease. Rootstock's title is a transfer of Steel Services' title on 26 May 2006. By late 2005 / early 2006 Steel Services had become a 'lessee' of a superior headlessor, Lavagna Enterprises Ltd. Other lessees of Lavagna Enterprises Ltd (at February 2006) include the penthouse flat. Hence, the headlease transferred by Steel Services to Rootstock is NOT the same property defined in my lease – as it excludes the top floor of Jefferson House.

   - There is lack of clarity on the role of various entities associated with Jefferson House.

     In spite of the transfer of its title to Rootstock, post May 2006, 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"*

     Steel Services has been described by Portner and Jaskel (in a county court claim in February 2002), and by MRJ (in October 2004) as the *"freeholder"* of Jefferson House. By contrast, Land Registry records have consistently stated (at least up to February 2006) that the *"freehold owner"* is Jefferson House Limited.

     There are indications that another entity, Sloan Development, is also involved in the ownership. In fact, it appears to be the party that has instigated the current claim against me, as its name features in the file path at the bottom of the claim.

   Exactly against whom could I have filed a counterclaim?

   - Having amply demonstrated (in my Skeleton Argument and in my *"Defence & Counterclaim"*) that many of the charges claimed against me cannot be true, I concluded on this by stating (Paragraph 141, sub-heading 8.6.4 of my 12 September 2007 *"Defence & Counterclaim"*): *"while I do not know how much I owe – if anything – to whoever my 'Lessor' is – in the three groupings of service charges, I am certain that I do not owe the sums claimed"*

   Hence, In addition to expecting me to file a counterclaim against an unknown entity, WLCC also expected me to file it for an unspecified amount. Fascinating!

   I wrote to WLCC on 2 October 2007 re-emphasising the above points. It resulted in its going into 'silent mode', ignoring my chaser letters (leading me to file a complaint with HMCS Customer Service department on 13 November 2007).

   Also of note, WLCC expected me to pay £1,700 to *"file a counterclaim"* i.e. seven times the amount of the claim filed against me. As a result of my challenging this in my 13 November 2007 complaint, WLCC demonstrated a continuation of misrepresenting the information I supplied to the court - as well as inability to spin a consistent story.

   Indeed, in its initial reply to the Customer Service (HMCS letter of 20 December 2007) it claimed that the demand of £1,700 was because I had *"stated in my counterclaim"* a sum of *"£20,713.18"* i.e. twice the amount of the claim against me. In making this claim, WLCC misrepresented what I wrote under point 2, page 1 of my 12 September 2007 *"Defence & Counterclaim"*.

As a result of my highlighting this misrepresentation, and of still challenging the sum of £1,700, the follow-up story of 10 January 2008 (based on having *"made further extensive queries"*) was that I had 'apparently' filed a counterclaim for *"an unspecified amount"* and that *"in these circumstances the court must charge the maximum fee of £1,700"*. This is absolutely unbelievable.

5. **I hold the view that, by turning down my application (at the 24 August 2007 hearing), under Schedule 12 S.3 of the Commonhold and Reform Act 2002, for transfer of my case to the LVT, WLCC has 'lined me up' for unjust treatment.**

   LVTs are *"accessible and cost-effective forums for landlords and leaseholders who are in dispute"* (Head of LVTs, The Times, 3 October 2003). I *must* be given access to the LVT to defend myself against the claim filed against me.

   In light of the Claimant and its aides' well-documented history of making false claims, I need 'the weight' of the LVT (drawn from the experience of dealing with thousands of service charge dispute cases) to take a stand on the charges claimed against me - as it did with the £736,200 service charge demand in July 2002 from Steel Services-MRJ when it disallowed nearly 50% of the global sum demanded on the ground that the works amounted to improvements (23% of the sum), lacked specification (26% of the sum) and therefore could not be charged to the leaseholders.

   And, as the LVT also did, four years later, in the 2006 case of Nearart Homes Investments Ltd v. Mr Barrie Martin, FRICS, Martin Russell Jones (LON/00AQ/LSC/2005/0258). For example, for a particular year, the LVT only allowed £1,153 for building maintenance v. the £8,262 claimed by Mr Martin, and for another year, £4,000 instead of the £12,018 claimed by Mr Martin, etc.

   In addition, the LVT is well placed to:

   - Confirm that Mansell, the contractor appointed post the 2003 LVT determination to undertake 'the major works' was not one of the contractors that tendered against the specifications. As no consultation procedures subsequently took place in relation to its appointment, I have a £6,100 credit. This has not been recognised by Steel Services-MRJ.

   - Determine whether the current claim against me includes charges 'for the major works' – for which I paid by accepting the £6,350 offer (in December 2003) – as the 17 June 2003 LVT determination has never been implemented by Steel Services-MRJ.

   - Determine the impact on my 1.956% share of the service charges following the addition – since 2005 – of a penthouse flat that is c. eight times the size of my flat, as well as addition of three other flats.

6. Anticipating that a proper evaluation of the claim will support my position that, at a minimum, the claim against me is largely false, and might even be entirely false, actions will need to be taken against the parties that have filed the claim against me. Considering WLCC's actions to date, it would not do this.

   - **Against Portner and Jaskel** for breach of statutes and regulations as, immediately pre-issuing the 27 February 2007 against me it:

     (1) claimed to have very comprehensive knowledge of the detail of my case (Mr Jeremy Hershkorn wrote to my website Host: *"all the allegations contained in* [my] *website are not true"*);

     (2) ignored my reply of 25 February 2007 that I had never heard of Rootstock. This was in reply to Mr Hershkorn's letter of 16 February 2007 letter in which he threatened me with bankruptcy proceedings and taking the flat away from me unless I immediately paid the sum of £8,937.28 i.e. sum in the claim.

     My – non-lawyer conclusions – are that Portner and Jaskel has breached the following statutes / regulations:

     - Court and Legal Services Act 1990 - Chapter 41 - Section 17 – A solicitor has a *"duty to ensure the proper and efficient administration of justice"*. Among others, I believe that the court should issue a Wasted Cost Order against Portner and Jaskel.

     - Contempt of court under CPR Rule 32.14 - False statements, as Mr Jeremy Hershkorn knew that the statement of truth it signed on behalf of its client is false.

- Criminal Justice Act & Public Order Act 1994 – S.4A *"…criminal offence to cause harassment, alarm or distress with intent by using threatening words"*
- Administration of Justice Act 1970 – S.40 *"…illegal to make threats which are calculated to cause alarm, distress or humiliation"*
- Protection from Harassment Act 1997 – Chapter 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"*
- Fraud Act 2006 – 2. *"Fraud by false representation (1)(a) dishonestly makes a false representation, and (b) intends by making the representation (i) to make a gain for…another"*
- Money Laundering Regulations / Proceeds of Crime Act 2002

  Section 328 - Arrangements – *"(1) A person commits an offence if he enters into or becomes concerned in an arrangement which he knows or suspects facilitates (by whatever means) the acquisition, retention, use or control of criminal property by or on behalf of another person"*

  Section 330 – Failure to disclose – **"***(2) A representation is false if - (a) it is untrue or misleading, and (b) the person making it knows that it is, or might be, untrue or misleading. (3) "Representation" means any representation as to fact or law..."*

  "Knowing receipt" - "Dishonest assistance to a trustee by assisting, with knowledge, in a fraudulent and dishonest design on the part of the trustees" (a landlord is a trustee of the service charge fund), and *"Obligation on the part of solicitors to 'know their clients'* **"**

In addition, as Portner and Jaskel *"deliberately"* set out to mislead me in the 10 February 2006 *"Notice of first refusal"* in relation to Steel Services' disposal of its interests in 2006, I conclude that it has also committed breaches of the following statutes:

Landlord and Tenant Act 1987 – S.5(2) *"A notice…must (a) contain particulars of the principal terms of the disposal proposed by the landlord, including in particular - "(i) the property to which it relates and the estate or interest in that property proposed to be disposed of"*

Property Misdescriptions Act 1991 - *"prohibits the making of false or misleading statements about property matters"* (Considering that I, a member of the public was able to uncover that the description of the property was false, Portner and Jaskel cannot claim Due Diligence Defence under S.5(2))

- **Against the 'landlord'** for – in my non-lawyer opinion - breaches of statutes and regulations. Also, for breaches of covenants in my lease:
  - An Extended Civil Restraint Order for filing what is clearly another vexatious, ill-founded claim against me.
  - Contempt of court under CPR Rule 32.14 – False statements, as the 'landlord' knew that the claim it filed against me is false, and therefore its verification by a statement of truth was done "*without an honest belief in its truth"*
  - Fraud Act 2006 – 2. *"Fraud by false representation (1)(a) dishonestly makes a false representation, and (b) intends by making the representation (i) to make a gain for himself..."* - which is clearly what the 'landlord' is aiming to do with the claim.
  - Money Laundering Regulations / Proceeds of Crime Act 2002 - Section 330 – Failure to disclose – **"***(2) A representation is false if - (a) it is untrue or misleading, and (b) the person making it knows that it is, or might be, untrue or misleading. (3) "Representation" means any representation as to fact or law..."*
  - Theft Act - S.24(1) - *"A person is guilty of blackmail if, with a view to gain for himself…or with intent to cause loss to another, he makes any unwarranted demand with menaces..."*
  - Criminal Justice Act & Public Order Act 1994 – S.4A *"…criminal offence to cause harassment, alarm or distress with intent by using threatening words"*

- Protection from Harassment Act 1997 – Chapter 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"*

- L&T Act 1987 – Two breaches of S.1 *"Requirement on landlord to issue a notice prior to a disposal"* and therefore two offences under S.10A(1) *"Offence of failure to comply with the requirements of Part 1"* - as: **(1)** the 10 February 2006 *"Notice of first refusal"* that preceded the transfer of Steel Services title to Rootstock misrepresented the property for disposal; (2) not giving me first refusal in late 2005/2006 in relation to the transactions between Steel Services and Lavagna Enterprises

- L&T Act 1985 – S.20 / Commonhold and Leasehold Reform Act 2002 – S.151 for non-compliance with the consultation procedures: the 'landlord' must give me a credit of £6,100.

- L&T Act 1985 – S.19(2) *"Where the service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable"*. Breach of this statute has occurred in relation to e.g. *"Steel Services Ltd – Estimated expenditure for the year ended 31 December 2006"* for *"all flats"*

- Numerous breaches of covenants in my lease:

  Being unable to perform major covenants in my lease as a result of loss of control over the whole building, such as Clause 5(1) *"To maintain and repair the roof…chimney stacks gutters…"*, Clause 5(2)(4) *"To ensure and keep insured the building…in case of destruction…to lay out all monies received in respect of such insurance…"*

  Clauses 2(2)(c)(i) by not adjusting my share of the service charges since the addition of the penthouse flat and three other flats in 2005.

  Clause 2(2)(g)(i) by not providing me with the year-end accounts for the last three years i.e. 2005, 2006 and 2007, and by implication, Clauses 2(2)(d), (e) and (f)

  Failure to ensure the production of accounts in accordance with Clauses 2(2)(e) and 2(2)(f) of my lease as the ICAEW has confirmed (in August 2006) that the accountants *"do not check the costs for reasonableness"*

  Clause 2(2)(d), (e) and (f) by demanding service charges that are clearly fraudulent / unjustifiable e.g. sending me invoices stating a *"Brought forward balance"* – without any justification: £14,452 on 21 October 2004, and £15,447 three weeks later on 16 November 2004. Knowing that the invoices were fraudulent, I did not pay them. The next invoice, 14 months later, was 'mysteriously' £10,000 less (£5,625 invoice, dated 9 January 2006)

  Etc.

As a (law abiding) British National, I have the right to demand access to the 'justice' system. And, as through taxes, I am already paying for a Court Service that is positioned to ensure I get 'justice', I expect to get this service at no additional cost i.e. not needing to pay for the cost of transferring my case to a court and a judge committed to operating under the Overriding Objective.

Thank you for your time.

Yours faithfully

N K-Dit-Rawé

PS. In the meantime, I will continue advertising my plight in public areas by holding a placard stating *"Victim of leasehold fraud – Noëlle Rawé – www.leasehold-outrage.com"* – in addition to having a reproduction of the front page of my website strapped to my back.

cc. Mr Ahmet Jaffer, Portner and Jaskel, Solicitors, 63/65 Marylebone Lane, London W1U 2RA (By *'Special Delivery'* on 26 January 2007)

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Weight:	0.062 kg
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Total Cost of Services	£4.30
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Session Prefix:	10-1816175
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Total Cost of Services	£4.30
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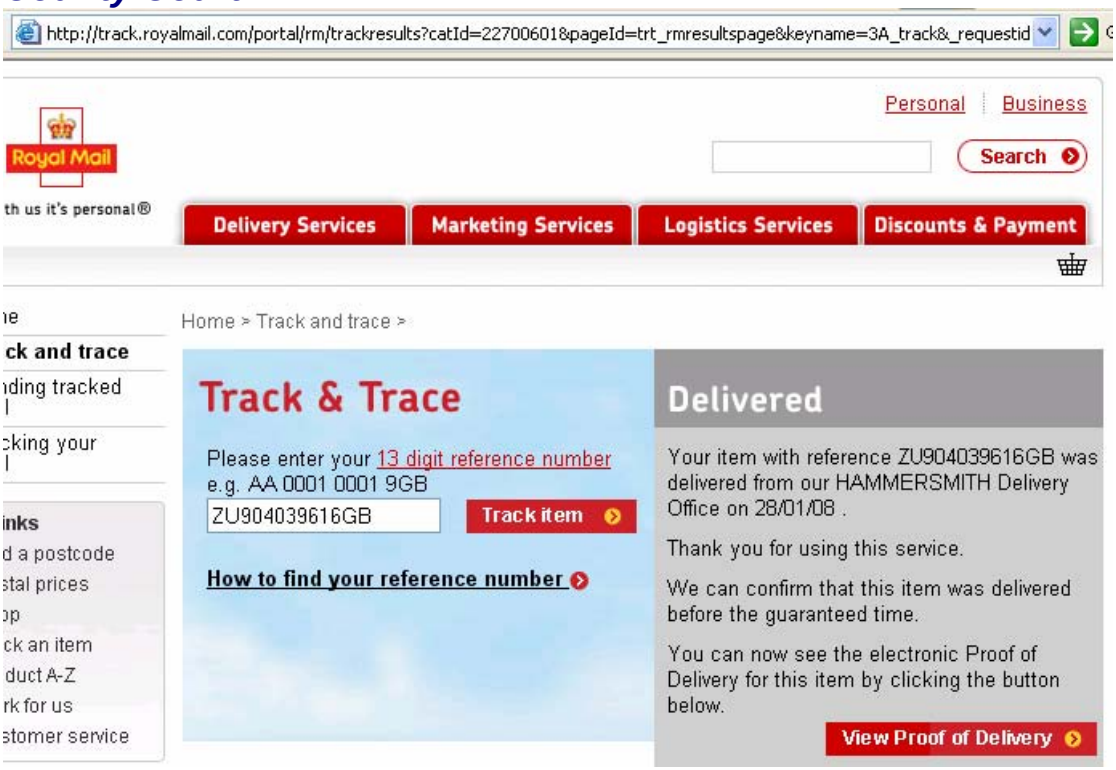

Portner and Jaskel