

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

Ms N Klosterkötter-Dit-Rawé
[]
[]
[]

(By Special Delivery)

22 July 2008

Dear Mr Jaffer

As you have failed to reply to my attached 26 June 2008 (Recorded Delivery) letter ¹ with which I enclosed my 'Statement of Costs' – attached ² - following your client's Notice of Discontinuance' dated 6 June 2008, please find enclosed:

- My 22 July 2008 'Notice of Commencement of Assessment of Bill of Costs' ³
- My 22 July 2008 DRAFT 'Statement of Case' ⁴ for your Client's information – should the matter proceed to an Assessment hearing.
- My 22 July 2008 letter to West London County Court ⁵

The documents are self-explanatory.

Yours sincerely

N Klosterkötter-Dit-Rawé

¹ My 26 June 2008 letter to Portner and Jaskel

² My 26 June 2008 'Statement of Costs'

³ My 22 July 2008 'Notice of Commencement of Assessment of Bill of Costs'

⁴ My 22 July 2008 DRAFT 'Statement of Case'

⁵ My 22 July 2008 letter to West London County Court

Notice of commencement of assessment of bill of costs

In the West London County Court, 181 Talgarth Road, Hammersmith, London W6 8DN	
Claim No.	7WL00675 - JHESVM232
Claimant (include Ref.)	"Rootstock Overseas Corp" / "Steel Services" on Particulars of claim
Defendant (include Ref.)	Noëlle Y S Klosterkotter-Dit-Rawé

As you have failed to acknowledge my (recorded delivery) correspondence of 26 June 2008 to which I attached my (10 pg) Statement of Costs – giving a 4 July 2008 deadline for payment

To the claimant (~~defendant~~)

AM Rescinding

Following ~~at~~ your Notice of Discontinuance (insert name of document eg. order, judgment) dated 6 June 2008 (copy attached) I ~~have prepared~~ my Bill of Costs for assessment. The Bill totals *£ £7,756.03 If you choose to dispute this bill and your objections are not upheld at the assessment hearing, the full amount payable (including the assessment fee) will be £ 7,912.03 (together with interest (see note below)). I shall also seek the costs of the assessment hearing

Your points of dispute must include

- details of the items in the bill of costs which are disputed
- concise details of the nature and grounds of the dispute for each item and, if you seek a reduction in those items, suggest, where practicable, a reduced figure

You must serve your points of dispute by 13 August 2008 (insert date 21 days from the date of service of this notice) on me at:- (give full name and address for service including any DX number or reference)

You must also serve copies of your points of dispute on all other parties to the assessment identified below (you do not need to serve your points of dispute on the court). *N/A*

I certify that I have also served the following person(s) with a copy of this notice and my Bill of Costs:- (give details of persons served) *N/A*

As the firm acting for 'Rootstock Overseas Corp', 'Steel Services' et. al. = Mr Andrew Ladsky, I assume that you will inform your Client accordingly.

Should this matter proceed to an assessment hearing, for your Client's information, I attach my DRAFT Statement of Case. I am copying West London County Court on this document, as well as this Notice.

If I have not received your points of dispute by the above date, I will ask the court to issue a default costs certificate for the full amount of my bill (see above*) plus fixed costs and court fee in the total amount of £ 7,912.03

Signed

Date 22 July 2008

~~(Claimant)~~ (Defendant) ~~(Solicitor)~~

Note: Interest may be added to all High Court judgments and certain county court judgments of £5,000 or more under the Judgments Act 1838 and the County Courts Act 1984.

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.

N252 Notice of commencement of assessment of bill of costs (12.99)

The Court Service Publications Unit

IN WEST LONDON COUNTY COURT

Claim 7WL00675
JHESVM232082

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

Claimant

And

NOËLLE Y S KLOSTERKOTTER-DIT-RAWÉ

Defendant

DEFENDANT'S **D R A F T** STATEMENT OF
CASE FOR CLAIMING COSTS

FOLLOWING THE 6 JUNE 2008 NOTICE OF
DISCONTINUANCE OF "*ALL THE CLAIM*"

1 Introduction and background

- 1.1 On 6 June 2008, Portner and Jaskel issued the attached 'Notice of Discontinuance' that its Client 'Rootstock Overseas Corp / Steel Services Ltd / Sloan Development = Mr Andrew David Ladsky (*) had dropped "*All of the 27 February 2007 claim*" against me. (*) (as Portner and Jaskel has identified Mr Ladsky as its "*client*").
- 1.2 Under CPR Rule 38.6 "*Liability for costs*", Rule 48.6 "*Litigants in person*" and, as I understand it, under Lord Woolf's Access to Justice Act – as a Litigant in Person, I am entitled to claim all of my costs from the Claimant. (The claim was allocated to Fast-Track').
- 1.3 To this effect, I drew-up the attached (10 page) 'Statement of Costs' ('Bill of Costs') – (as per the guidelines contained under Part 43 – Section 4 "*Form and Contents of Bills of Costs*" – adopting the approach set-out in Precedent H, referred to under Section 6 of Part 43).
- 1.4 The 16-month nightmare has cost me 64 hours of my work time, and 444 hours of my own time, 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
 - 3 May 2007 Skeleton Argument
 - 12 September 2007 Defence
 - 3 June 2008 Witness Statement, including referencing to c. 250 supporting documents
 - Produce 4 other court documents:
 - 22 March 2007 Acknowledgement of service
 - 14 March 2008 Allocation questionnaire and supporting document
 - 30 April 2008 Application for amendments to case management directions
 - 6 May 2008 Standard Disclosure, entailing the identification of 250 supporting documents

- Write 29 letters, many of these with supporting enclosures – ranging up to 17 enclosures; copied to one or more parties
- Supply an integral copy of my 250 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

1.5 In addition to the £293.70 “Claimant’s costs” that I was - unbelievably - made to pay as a result of the 24 August 2007 hearing, I also incurred numerous disbursements.

1.6 The summary of my costs is:

	£
Loss of pay	2,320.64
Cost of own time	4,107.00
Postage costs	164.31
Printing costs	187.39
Stationary costs	173.45
Other payments	584.87
Interest on lost income	218.37
Overall total (£)	<u>7,756.03</u>

1.7 I hold the view (from past experience) that my ‘Statement of Costs’/‘Bill of Costs’ of £7,756.03, including interest of £218.37 (CPR 44.12(1)(d) and 44.12(2)) is well below the limit set under Rule 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*”

1.8 On 26 June 2008, I sent (by Recorded Delivery) Mr Ahmet Jaffer, Portner and Jaskel, my ‘Statement of Costs’. In my (attached) covering letter of the same date, I gave a one week deadline for payment i.e. to 4 July 2008. As, two weeks past the deadline, Portner and Jaskel had not responded, on 22 July 2008, I sent a ‘Notice of Commencement of Assessment of Bill of Costs’, giving a 21-day deadline for reply i.e. by 13 August 2008 (Rule 47.9(2)).

2 The case against Portner and Jaskel and its client Mr Andrew David Ladsky

- 2.1 Stating that he was acting for "*Rootstock Overseas Corp*", in his 16 February 2007 letter, Mr Jeremy Hershkorn, Portner and Jaskel, threatened me with "*bankruptcy proceedings*", "*forfeiture*", and "*costs*", unless I immediately paid the sum of £8,937.28. Contrary to his claim "*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.
- 2.2 I had never heard of 'Rootstock', and replied to this effect on 25 February 2007 - asking for clarification – including requesting a copy of the "*statement*".
- 2.3 Mr Andrew Ladsky's reply to my 25 February 2007 letter was to ask Mr Hershkorn to file the 27 February 2007 claim against me 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.
- 2.4 Mr Ladsky also asked Mr Hershkorn to file an application for judgment against me; (refused by WLCC on 19 April 2007).
- 2.5 As a result of my, yet again, challenging the claim that 'Rootstock' was "*my landlord*", with his 12 July 2007 letter, Mr Ahmet Jaffer supplied me with a copy of a document, apparently from the Land Registry, stating that, on 24 May 2006, the title for 'Steel Services Ltd' had been "*transferred to Rootstock Overseas Corp*". He claimed that this document had been sent to me on 27 February 2007. It was *not* true. (In the same letter, Mr Jaffer also claimed that the "*statement*" had been sent to me with the 16 February 2007 letter. This was also a lie).
- 2.6 The 24 May 2006 transaction still did not justify the claim that 'Rootstock' was "*my landlord*" – as I knew, from my research of Land Registry records in February 2006, that the title excluded the top floor of Jefferson House. Consequently, I kept raising the issue over the following months – including in my 12 September 2007 Defence.
- 2.7 It is only as a result of my asking for documents in 'Rootstock's standard disclosure that, on 20 May 2008 - i.e. 16 months after my initial request of 25 February 2007 - that I discovered that the 'airspace' of Jefferson House had been transferred from Steel Services to Rootstock on 8 January 2007 i.e. *7 weeks before* the claim was filed against me. (Even this piece of paper still leaves many questions unanswered as to the 'true' identity of 'my landlord').
- 2.8 In addition to the issue as to the 'true' identity of 'my landlord', although Portner and Jaskel and Mr Andrew Ladsky endorsed the 27 February 2007 claim with a Part 22 statement of truth, *they very clearly knew* that they would not be able to substantiate the claim against me. This is abundantly clear from the following:
- They ignored my 25 February 2007 reply asking for clarification, including my asking for a copy of the "*statement*".

- Over the following 16 months, they ignored my numerous requests for evidence in support of the claim. In addition to my letters (30 June 2007, 12 August 2007, 16 August 2007, 2 October 2007), I highlighted the issues in several major documents: my 4 April 2007 Application for transfer of the case to the LVT; my 3 May 2007 Skeleton Argument; my 12 September 2007 Defence.
- In their 22 August 2007 Skeleton Argument, they lied that they had not received my Skeleton Argument (it was delivered to them on 4 May 2007), and used this as an excuse for not replying to mine.
- They did not reply to my 19 May 2008 Part 18 Request – thereby further prejudicing my position as I had to write my Witness Statement without key information which, by right, under the terms of my lease and my statutory rights, I should have been provided with a long time ago.
- They did not supply a Witness Statement (9 April 2008 Order).

3 Conclusions

- 3.1 The claim filed by Portner and Jaskel on behalf of Mr Andrew Ladsky is vexatious (Rule 3.4(2)(b)), malicious, fraudulent and scurrilous.
- 3.2 This, added to their extremely oppressive, highly unreasonable, improper conduct, amounts to contempt and abuse of Her Majesty's Court Service. Their outrageous conduct has wasted taxpayer money that could have been spent on the needy and deserving people of this country.
- 3.3 This is the second time that Mr Andrew Ladsky has filed a vexatious, fraudulent, scurrilous claim against me in West London County Court. (Previous claim: WL203537, 29 November 2002) – and hence, the second time that he has subjected me to a very traumatic experience – which, this time, he also preceded with the threat of “*bankruptcy*”. (In 2002, he had also preceded the claim with the threat of “*forfeiture*” and “*costs*”).
- 3.4 (As in 2002), (when the claim was filed by Cawdery Kaye Fireman & Taylor), in filing the claim against me, Portner and Jaskel took advantage of its client's breach of covenants in my Lease, as well as breach of my statutory rights (as detailed in my 3 June 2008 Witness Statement).
- 3.5 (In addition to committing offences against me under the Malicious Communications Act 1988 and the Protection from Harassment Act 1997), Portner and Jaskel and its client, have committed breaches of:
- 3.5.1 Court and Legal Services Act 1990 - Chapter 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 parties to have exchanged information (a 'cards on the table' approach)..."*

3.5.2 CPR - Part One 1.3 *"The parties are requested to help the court to further the overriding objective"*

3.5.3 CPR Part 22, Statement of Truth - Consequence under 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"*

3.6 Their outrageous conduct needs to be taken into consideration (Rule 44.14 *"Court's power in relation to misconduct"*) in the context of Rule 38.6 (*"Liability for costs"* following discontinuance) – namely:

- 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.*

- END of D R A F T Statement of Case in support of my 'Statement of Costs' –

Subsequent note: I signed
and wrote the date



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